



**Joe Shirley, Jr.**  
Supervisor, District I

**Alton Joe Shepherd**  
Chairman, District II

**Nelson Davis**  
Vice Chairman, District III

**NOTICE OF PUBLIC MEETING AND AGENDA OF  
THE APACHE COUNTY BOARD OF SUPERVISORS AND THE  
APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT**

**June 6, 2023**  
**Board of Supervisors' Hearing Room, First Floor**  
**75 West Cleveland Street**  
**St. Johns, Arizona**  
**8:30 a.m. MST**

Invocation by Invitation.  
Pledge of Allegiance.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE  
APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT  
HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING  
June 6, 2023**

1. Discussion and possible approval of Intergovernmental Agreement Amendment #6 for Women, Infant, Children and Breastfeeding Peer Counseling (WIC and BFPC services) which increases the grant amount to \$97,808 for FY23.

**NOTICE OF PUBLIC MEETING AND AGENDA OF  
THE APACHE COUNTY BOARD OF SUPERVISORS  
June 6, 2023**

1. County Manager: Discussion and possible approval of **CONSENT ITEMS**: All items indicated by an asterisk (\*) will be handled by a single vote as part of the consent agenda, unless a Board Member or the County Manager objects at the time the agenda item is called.

**County Manager/Clerk of the Board:**

- \*A. Request approval of demands as distributed to the Apache County Board of Supervisors between May 2, 2023 to June 6, 2023. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.

- \*B. Request approval of minutes dated May 2, 2023.
- \*C. Request approval of the tax exemption for the Archaeological Conservatory for parcels 105-01-001C, 108-08-002B, 104-19-006 and 104-19-006A, pursuant to ARS 42-11153. The exemption was filed late due to an administrative change within the organization.
- \*D. Request approval of an application and resolution to accept Salt River Pima-Maricopa grant funds on behalf of the Vernon Fire District.

**Treasurer's Office:**

- \*E. Request approval of the Affidavit of Scrivener's Error for the following parcels 201-40-112B and 201-40-111A.

**Emergency Management:**

- \*F. Request approval of a resolution to designate Brian Hounshell, the Director of Emergency Management, the Authorized Representative and Ferrin Crosby, County Engineer, as the Alternate Authorized Representative for Public Assistance.
- \*G. Request approval to end the State of Emergency for Resolution 2023-01 Snow and Mud in Apache County, entered on January 18, 2023 and Resolution 2023-09 Flooding at Chinle Wash in District 1, entered on April 24, 2023.
- \*H. Request approval to accept the Healthy Forest Initiative Grant (Agreement No. HFI 22-324) from AZ Department of Forestry and Fire Management in the amount of \$213,000.

**County Attorney:**

- \*I. Request approval of an Independent Contractor Agreement with The Taylor Law Office for as needed legal services.

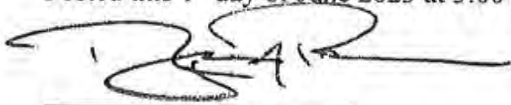
**Community Development:**

- \*J. Request approval to waive the \$300 fee for a Temporary Use Permit allowing the Alpine Action Alliance, a non-profit organization to host a Community Fun Day charity event to include a cornhole tournament, kids games, and food vendors. The event will be held June 10, 2023.
- \*K. Request approval to waive the \$300 fee for a Temporary Use Permit allowing Terry Fillipi to host a two (2) day Alpine Country Blues Festival, the event will include food vendors, musical entertainment, and a beer and wine garden. The event will be held June 16 – 17, 2023.

2. Engineering Department: Discussion and possible approval to abandon a portion of Eden Avenue lying adjacent to lots 43 through 46 - Public Easement in Section 4, Township 10 North, Range 24 East, of Cedar Ridge Unit 2 in Apache County, Arizona
3. Engineering Department: Discussion and possible approval of a contract with G-WORKS who bought out Pubworks. There is no change in annual fees.
4. Engineering Department: Discussion and possible approval to enter into a contract with Ardurra Engineering in the amount of \$97,300. Ardurra Engineering will provide the professional services of designing and creating plans for the reconstruction of County Road 5020.
5. Engineering Department: Discussion and possible approval to update yearly annual pricing with Desert Mountain for dust suppression and road stabilization products.
6. Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.

*Pursuant to the Americans with Disabilities Act, the Apache County Board of Supervisors endeavors to ensure the accessibility of its meetings to all persons with disabilities. If you need accommodation for a meeting, please contact the Clerk of the Board's office at (928)337-7503, TDD (928)-337-4402 at least 48 hours prior to the meeting (not including weekends or holidays) so that accommodation can be arranged. One or more members of the Board of Supervisors may participate telephonically or through video communication.*

Posted this 1<sup>st</sup> day of June 2023 at 3:00 p.m. MST by



Ryan N. Patterson  
Clerk of the Board

Apache County Board of Directors  
AGENDA ITEM REVIEW FORM

Sheet 1 of 2 (1/1/2019)

Submitter's Name: (Individual, Organization, or County Department)

KIMBERLY COLE, HEALTH DIRECTOR ACPHSD

Date/Signature: 04/25/2023

Describe in detail what you want to say to the Board and what action you want the Board to take:

ACPHSD requests discussion and possible approval of IGA Amendment #6 Women, Infant, Children and Breastfeeding Peer Counseling (WIC and BFPC Services) which increases grant amount to \$97,808.00 for FY23.

BOS Meeting Date Requested: 06/06/2023

Legal Review:

PRE-AGENDA ITEM REVIEW

Signature

Check if item does not require review

Finance Review:

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

Other Review:

Signature

Check if item does not require review

Reviews completed; item approved for Agenda.

Board Clerk's Initials



# APACHE COUNTY

## Public Health Services District

Healthy People – Healthy Environment

April 25, 2023

### **BOS AGENDA ITEM PROS AND CONS**

IGA CONTRACT: CTR041494

WOMEN, INFANT, CHILDREN AND BREASTFEEDING PEER COUNSELING (WIC & BFPC)

**DESCRIPTION:** Apache County Public Health Services District has increased our WIC client caseload, resulting in an increase adjustment of the price sheet for the grant.

**PROS:** This increase allows Apache County's WIC grant to absorb more of the total cost to run this grant.

**CONS:** None



	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>Amendment</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18 <sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: <b>CTR041404</b>	IGA Amendment No: Six (6)	Procurement Officer: Selena Leon

**PRICE SHEET**

October 1, 2022 to September 30, 2023

Agency Name: Apache County

**Cost Reimbursement Line Item Budget**

**WIC Services**

Federal Award Date: October 1, 2022

CFDA number and name: 10.557 Special Supplemental Nutrition Program for Women, Infants, and Children

WIC Services Account Classification	Amount
Personnel	\$64,436.00
Employee Related Expenses	\$25,719.00
Professional & Outside Services	\$0.00
Travel Expense	\$1,265.00
Occupancy Expenses	\$0.00
Other Operating Expenses	\$6,388.00
Capital Expenditures	\$0.00
Indirect Cost	\$0.00
<b>Total</b>	<b>\$97,808.00</b>

**Breastfeeding Peer Counseling Services**

Federal Award Date: October 1, 2022

CFDA number and name: 10.557 Special Supplemental Nutrition Program for Women, Infants, and Children

Breastfeeding Peer Counseling Services Account Classification	Amount
Personnel	\$0.00
Employee Related Expenses	\$0.00
Professional & Outside Services	\$0.00
Travel Expense	\$0.00
Occupancy Expenses	\$0.00
Other Operating Expenses	\$0.00
Capital Expenditures	\$0.00
Indirect Costs	\$0.00
<b>Total</b>	<b>\$0.00</b>

	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>Amendment</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18 <sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: <b>CTR041404</b>	IGA Amendment No: Six (6)	Procurement Officer: Selena Leon

**Additional Terms and Conditions:**


With prior written approval from the Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between funded line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment.

ADHS reserves the right to adjust awards given to local agencies depending on federal dollars received. Adjustments will be at the discretion of ADHS.

**Additional WIC Program:**

Should additional administrative monies become available through state or federal grants, ADHS may increase the purchase order to increase the number of participants served and increase the total of this contract.

The assigned caseload for FFY 2023 is: 350

	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>Amendment</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18 <sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: <b>CTR041404</b>	IGA Amendment No: Six (6)	Procurement Officer: Selena Leon

**Exhibit A - 2 CFR 200.332**

**§ 200.332**

**Requirements for pass-through entities.**

**All pass-through entities must:**

**(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.**

<b>Prime Awardee:</b>	<b>Arizona Department of Health Services</b>
<b>UEI #</b>	<b>QMWUG1AMYP65</b>
<b>Federal Award Identification (Grant Number):</b>	<u>216AZ008W1003</u>
<b>Subrecipient name (which must match the name associated with its unique entity identifier):</b>	<u>Apache County Public Health Services District</u>
<b>Subrecipient's unique entity identifier (DUNS #):</b>	<u>804745420</u>
<b>Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):</b>	<u>216AZ008W1003</u>
<b>Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency:</b>	<u>10/01/2021</u>
<b>Subaward Period of Performance Start and End Date:</b>	<u>10/01/2022-9/30/2023</u>
<b>Subaward Budget Period Start and End Date:</b>	<u>10/01/2022-9/30/2023</u>
<b>Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):</b>	<u>\$97,808.00</u>
<b>Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation (how much is available for contracts):</b>	<u>\$97,808.00</u>
<b>Total Amount of the Federal Award committed to the subrecipient by the pass-through entity:</b>	<u>\$97,808.00</u>
<b>Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):</b>	<u>Arizona local implementation of the WIC Special Supplemental Nutrition Program for Women, Infants, and Children</u>



**INTERGOVERNMENTAL AGREEMENT (IGA)**  
**Amendment**

**ARIZONA DEPARTMENT OF  
HEALTH SERVICES**  
150 18<sup>th</sup> Ave Suite 530  
Phoenix, Arizona 85007

Contract No.: **CTR041404**

IGA Amendment No: Six (6)

Procurement Officer:  
Selena Leon

Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:

United States Department of Agriculture, FNS  
Southwest Regional Office, Food and Nutrition Service,  
1100 Commerce Street Room 522, Dallas, TX 75242-  
9980, Telephone: (214)290-9810

Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:

10.557 WIC Special Supplemental Nutrition Program for  
Women, Infants, and Children

Identification of whether the award is R&D:

Not R&D award

Indirect cost rate for the Federal award (including the de minimis rate is charged) per § 200.414:

0%

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

APACHE COUNTY BOARD OF SUPERVISORS

Submitter's Name: (Individual, Organization, or County Department)

~~County Manager~~ Finance

Date/Signature: 5/25/23 [Signature]

Describe in detail what you want to say to the Board and what action you want the Board to take:

Request approval of demands as distributed to the Apache County Board of Supervisors between May 2, 2023 to June 6, 2023. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.

BOS Meeting Date Requested 6/6/23

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda. Board Clerk's Initials \_\_\_\_\_

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1114798	04/25/23	Accounts Payable	HOME DEPOT	1,266.46
NBAZ - Warrant Clearing Account	Check	1114826	04/25/23	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	279.68
NBAZ - Warrant Clearing Account	Check	1114827	04/25/23	Accounts Payable	APACHE COUNTY FSA	679.73
NBAZ - Warrant Clearing Account	Check	1114828	04/25/23	Accounts Payable	APACHE COUNTY HSA	4,559.39
NBAZ - Warrant Clearing Account	Check	1114829	04/25/23	Accounts Payable	APACHE COUNTY MEDICAL	170,833.97
NBAZ - Warrant Clearing Account	Check	1114830	04/25/23	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	170,065.58
NBAZ - Warrant Clearing Account	Check	1114831	04/25/23	Accounts Payable	ASRS LEGACY EORP	10,075.98
NBAZ - Warrant Clearing Account	Check	1114832	04/25/23	Accounts Payable	AZ STATE RETIREMENT SYSTEM	130,528.54
NBAZ - Warrant Clearing Account	Check	1114833	04/25/23	Accounts Payable	CINCINNATI LIFE INS CO	10.00
NBAZ - Warrant Clearing Account	Check	1114834	04/25/23	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,139.10
NBAZ - Warrant Clearing Account	Check	1114835	04/25/23	Accounts Payable	CORP AOC DISABILITY	30.98
NBAZ - Warrant Clearing Account	Check	1114836	04/25/23	Accounts Payable	CORP DISABILITY	99.40
NBAZ - Warrant Clearing Account	Check	1114837	04/25/23	Accounts Payable	CORRECTIONS OFFICER RET PLAN	11,964.69
NBAZ - Warrant Clearing Account	Check	1114838	04/25/23	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	1,137.72
NBAZ - Warrant Clearing Account	Check	1114839	04/25/23	Accounts Payable	EODCRS DISABILITY	14.22
NBAZ - Warrant Clearing Account	Check	1114840	04/25/23	Accounts Payable	EORP LEGACY	2,777.35
NBAZ - Warrant Clearing Account	Check	1114841	04/25/23	Accounts Payable	NATIONWIDE	3,045.10
NBAZ - Warrant Clearing Account	Check	1114842	04/25/23	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	603.59
NBAZ - Warrant Clearing Account	Check	1114843	04/25/23	Accounts Payable	NATIONWIDE TRUST FSB	2,891.20
NBAZ - Warrant Clearing Account	Check	1114844	04/25/23	Accounts Payable	NEW MEXICO HUMAN SERVICES DEPT	162.00
NBAZ - Warrant Clearing Account	Check	1114845	04/25/23	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	14,035.08
NBAZ - Warrant Clearing Account	Check	1114846	04/25/23	Accounts Payable	PUBLIC SAFETY SHERIFF RET	11,048.99
NBAZ - Warrant Clearing Account	Check	1114847	04/25/23	Accounts Payable	RIO PUERCO ACRES	510.00
NBAZ - Warrant Clearing Account	Check	1114848	04/25/23	Accounts Payable	SECURITY BENEFIT GROUP	340.00
NBAZ - Warrant Clearing Account	Check	1114849	04/25/23	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,424.82
NBAZ - Warrant Clearing Account	Check	1114850	04/26/23	Accounts Payable	4IMPRINT	714.93
NBAZ - Warrant Clearing Account	Check	1114851	04/26/23	Accounts Payable	ADVANCED AIR SYSTEMS LLC	1,685.00
NBAZ - Warrant Clearing Account	Check	1114852	04/26/23	Accounts Payable	ALLEGRA	387.12
NBAZ - Warrant Clearing Account	Check	1114853	04/26/23	Accounts Payable	ALSCO INC	301.24
NBAZ - Warrant Clearing Account	Check	1114854	04/26/23	Accounts Payable	AMAZON CAPITAL SERVICES INC	5,183.58
NBAZ - Warrant Clearing Account	Check	1114855	04/26/23	Accounts Payable	APACHE COUNTY 4-H LEADERS COUNCIL	1,000.00
NBAZ - Warrant Clearing Account	Check	1114856	04/26/23	Accounts Payable	RUBEN A ARANDA MARIN	150.00
NBAZ - Warrant Clearing Account	Check	1114857	04/26/23	Accounts Payable	ARIZONA PROSECUTING ATTORNEYS ADVISORY COUNCIL	140.00
NBAZ - Warrant Clearing Account	Check	1114858	04/26/23	Accounts Payable	ASHTONS REPAIR INC	567.73
NBAZ - Warrant Clearing Account	Check	1114859	04/26/23	Accounts Payable	AT&T MOBILITY II LLC	99.72
NBAZ - Warrant Clearing Account	Check	1114860	04/26/23	Accounts Payable	AT&T MOBILITY LLC (FIRSTNET)	573.25
NBAZ - Warrant Clearing Account	Check	1114861	04/26/23	Accounts Payable	LUCINDA L ATTAKAI	282.96
NBAZ - Warrant Clearing Account	Check	1114862	04/26/23	Accounts Payable	AZ STATE RETIREMENT SYSTEM	764.28

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1114863	04/26/23	Accounts Payable	AZ SUPREME COURT	850.00
NBAZ - Warrant Clearing Account	Check	1114864	04/26/23	Accounts Payable	B&R TRUCKING	9,702.00
NBAZ - Warrant Clearing Account	Check	1114865	04/26/23	Accounts Payable	BAUMAN HOME AND AUTO INC (CARQUEST)	2,331.18
NBAZ - Warrant Clearing Account	Check	1114866	04/26/23	Accounts Payable	BEACON FIRE AND SECURITY LLC	6,900.57
NBAZ - Warrant Clearing Account	Check	1114867	04/26/23	Accounts Payable	MARLEITA BEGAY	263.00
NBAZ - Warrant Clearing Account	Check	1114868	04/26/23	Accounts Payable	SARAH MAE BEGAY	120.00
NBAZ - Warrant Clearing Account	Check	1114869	04/26/23	Accounts Payable	JIMICA LYNN BIGMAN	43.00
NBAZ - Warrant Clearing Account	Check	1114870	04/26/23	Accounts Payable	BLUE HILLS ENVIRONMENTAL	182.25
NBAZ - Warrant Clearing Account	Check	1114871	04/26/23	Accounts Payable	SHANE LEO BODIE	231.21
NBAZ - Warrant Clearing Account	Check	1114872	04/26/23	Accounts Payable	JOSEPH DARRON BRODERICK	449.99
NBAZ - Warrant Clearing Account	Check	1114873	04/26/23	Accounts Payable	BULWARK EXTERMINATING LLC	267.75
NBAZ - Warrant Clearing Account	Check	1114874	04/26/23	Accounts Payable	BURNHAM MORTUARY	414.41
NBAZ - Warrant Clearing Account	Check	1114875	04/26/23	Accounts Payable	REDACTED	30.00
NBAZ - Warrant Clearing Account	Check	1114876	04/26/23	Accounts Payable	ELIZABETH A CASTILLO	141.98
NBAZ - Warrant Clearing Account	Check	1114877	04/26/23	Accounts Payable	CELLULAR ONE NE AZ	585.64
NBAZ - Warrant Clearing Account	Check	1114878	04/26/23	Accounts Payable	CENTER FOR DISEASE DETECTION LLC	111.50
NBAZ - Warrant Clearing Account	Check	1114879	04/26/23	Accounts Payable	CENTRAL ARIZONA SUPPLY	525.99
NBAZ - Warrant Clearing Account	Check	1114880	04/26/23	Accounts Payable	CORDANT HEALTH SOLUTIONS	1,256.52
NBAZ - Warrant Clearing Account	Check	1114881	04/26/23	Accounts Payable	COURTYARD BY MARRIOTT WRIGLEYVILLE WEST	151.98
NBAZ - Warrant Clearing Account	Check	1114882	04/26/23	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	320.77
NBAZ - Warrant Clearing Account	Check	1114883	04/26/23	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	220.42
NBAZ - Warrant Clearing Account	Check	1114884	04/26/23	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	322.71
NBAZ - Warrant Clearing Account	Check	1114885	04/26/23	Accounts Payable	JOSEPH DEDMAN JR	185.00
NBAZ - Warrant Clearing Account	Check	1114886	04/26/23	Accounts Payable	DESERT MOUNTAIN CORPORATION	20,262.06
NBAZ - Warrant Clearing Account	Check	1114887	04/26/23	Accounts Payable	CECILIA DIAZ	197.08
NBAZ - Warrant Clearing Account	Check	1114888	04/26/23	Accounts Payable	DNSFILTER INC	240.00
NBAZ - Warrant Clearing Account	Check	1114889	04/26/23	Accounts Payable	EMPIRE MACHINERY	2,726.36
NBAZ - Warrant Clearing Account	Check	1114890	04/26/23	Accounts Payable	EMPIRE POWER SYSTEMS	5,040.05
NBAZ - Warrant Clearing Account	Check	1114891	04/26/23	Accounts Payable	FRONTIER	127.71
NBAZ - Warrant Clearing Account	Check	1114892	04/26/23	Accounts Payable	FRONTIER	933.85
NBAZ - Warrant Clearing Account	Check	1114893	04/26/23	Accounts Payable	FRONTIER	445.46
NBAZ - Warrant Clearing Account	Check	1114894	04/26/23	Accounts Payable	FRONTIER	218.13
NBAZ - Warrant Clearing Account	Check	1114895	04/26/23	Accounts Payable	FRONTIER	1,662.57
NBAZ - Warrant Clearing Account	Check	1114896	04/26/23	Accounts Payable	FRONTIER	92.30
NBAZ - Warrant Clearing Account	Check	1114897	04/26/23	Accounts Payable	FRONTIER	94.22
NBAZ - Warrant Clearing Account	Check	1114898	04/26/23	Accounts Payable	FRONTIER	94.57
NBAZ - Warrant Clearing Account	Check	1114899	04/26/23	Accounts Payable	FRONTIER	201.99
NBAZ - Warrant Clearing Account	Check	1114900	04/26/23	Accounts Payable	FRONTIER	142.48

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1114901	04/26/23	Accounts Payable	FRONTIER	95.26
NBAZ - Warrant Clearing Account	Check	1114902	04/26/23	Accounts Payable	FRONTIER	141.09
NBAZ - Warrant Clearing Account	Check	1114903	04/26/23	Accounts Payable	FRONTIER	207.38
NBAZ - Warrant Clearing Account	Check	1114904	04/26/23	Accounts Payable	FRONTIER	205.93
NBAZ - Warrant Clearing Account	Check	1114905	04/26/23	Accounts Payable	FRONTIER	24.79
NBAZ - Warrant Clearing Account	Check	1114906	04/26/23	Accounts Payable	FRONTIER	58.36
NBAZ - Warrant Clearing Account	Check	1114907	04/26/23	Accounts Payable	FRONTIER	92.30
NBAZ - Warrant Clearing Account	Check	1114908	04/26/23	Accounts Payable	FRONTIER	200.20
NBAZ - Warrant Clearing Account	Check	1114909	04/26/23	Accounts Payable	FRONTIER	121.87
NBAZ - Warrant Clearing Account	Check	1114910	04/26/23	Accounts Payable	FRONTIER	119.66
NBAZ - Warrant Clearing Account	Check	1114911	04/26/23	Accounts Payable	FRONTIER	414.49
NBAZ - Warrant Clearing Account	Check	1114912	04/26/23	Accounts Payable	GK INVESTIGATIONS	144.00
NBAZ - Warrant Clearing Account	Check	1114913	04/26/23	Accounts Payable	RICHARD C GUINN	280.69
NBAZ - Warrant Clearing Account	Check	1114914	04/26/23	Accounts Payable	ERIC K GULLICKSEN	9.28
NBAZ - Warrant Clearing Account	Check	1114915	04/26/23	Accounts Payable	PAUL HANCOCK	126.00
NBAZ - Warrant Clearing Account	Check	1114916	04/26/23	Accounts Payable	ROSCOE GEORGE HERRERA	94.00
NBAZ - Warrant Clearing Account	Check	1114917	04/26/23	Accounts Payable	REDACTED	397.50
NBAZ - Warrant Clearing Account	Check	1114918	04/26/23	Accounts Payable	HIGH COUNTRY SIGNS LLC	400.00
NBAZ - Warrant Clearing Account	Check	1114919	04/26/23	Accounts Payable	HILL AZ GROCERY STORE	23.73
NBAZ - Warrant Clearing Account	Check	1114920	04/26/23	Accounts Payable	HILL AZ GROCERY STORE	25.92
NBAZ - Warrant Clearing Account	Check	1114921	04/26/23	Accounts Payable	HILLYARD/FLAGSTAFF	473.06
NBAZ - Warrant Clearing Account	Check	1114922	04/26/23	Accounts Payable	LETA HONNIE	176.86
NBAZ - Warrant Clearing Account	Check	1114923	04/26/23	Accounts Payable	HP2 INC	548.83
NBAZ - Warrant Clearing Account	Check	1114924	04/26/23	Accounts Payable	INGRAM LIBRARY SERVICES	957.15
NBAZ - Warrant Clearing Account	Check	1114925	04/26/23	Accounts Payable	INTERNATIONAL CODE COUNCIL (ICC)	342.57
NBAZ - Warrant Clearing Account	Check	1114926	04/26/23	Accounts Payable	TOMMY KIRK	713.94
NBAZ - Warrant Clearing Account	Check	1114927	04/26/23	Accounts Payable	LABORATORY CORP OF AMERICA	289.54
NBAZ - Warrant Clearing Account	Check	1114928	04/26/23	Accounts Payable	LANGUAGE LINE SERVICES INC	140.42
NBAZ - Warrant Clearing Account	Check	1114929	04/26/23	Accounts Payable	MICHAEL LATHAM	626.53
NBAZ - Warrant Clearing Account	Check	1114930	04/26/23	Accounts Payable	MH CONSULTING & PROJECT MANAGEMENT LLC	668.13
NBAZ - Warrant Clearing Account	Check	1114931	04/26/23	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	3,095.90
NBAZ - Warrant Clearing Account	Check	1114932	04/26/23	Accounts Payable	NAPA	446.00
NBAZ - Warrant Clearing Account	Check	1114933	04/26/23	Accounts Payable	NATIONAL BUSINESS FURNITURE	4,456.40
NBAZ - Warrant Clearing Account	Check	1114934	04/26/23	Accounts Payable	NATIONAL INSTITUTE FOR JAIL OPERATIONS	730.00
NBAZ - Warrant Clearing Account	Check	1114935	04/26/23	Accounts Payable	NATIONAL TACTICAL OFFICERS ASSN	35.00
NBAZ - Warrant Clearing Account	Check	1114936	04/26/23	Accounts Payable	NAVAJO NATION WATER CODE ADMIN	387.52
NBAZ - Warrant Clearing Account	Check	1114937	04/26/23	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	1,262.03
NBAZ - Warrant Clearing Account	Check	1114938	04/26/23	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	434.38

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1114939	04/26/23	Accounts Payable	NAVAPACHE ELECTRIC COOPERATIVE	6,416.54
NBAZ - Warrant Clearing Account	Check	1114940	04/26/23	Accounts Payable	NORTH COUNTRY COMMUNITY HEALTH	5,000.00
NBAZ - Warrant Clearing Account	Check	1114941	04/26/23	Accounts Payable	ANTONY C NOTAH	433.96
NBAZ - Warrant Clearing Account	Check	1114942	04/26/23	Accounts Payable	PAGE STEEL	187.79
NBAZ - Warrant Clearing Account	Check	1114943	04/26/23	Accounts Payable	BRIAN K PARRACK (HIGH COUNTRY AWARDS)	72.00
NBAZ - Warrant Clearing Account	Check	1114944	04/26/23	Accounts Payable	RYAN N PATTERSON	60.21
NBAZ - Warrant Clearing Account	Check	1114945	04/26/23	Accounts Payable	RYAN N PATTERSON	176.85
NBAZ - Warrant Clearing Account	Check	1114946	04/26/23	Accounts Payable	RYAN N PATTERSON	366.85
NBAZ - Warrant Clearing Account	Check	1114947	04/26/23	Accounts Payable	RYAN N PATTERSON	176.85
NBAZ - Warrant Clearing Account	Check	1114948	04/26/23	Accounts Payable	PLIQUIDATIONS.COM	299.78
NBAZ - Warrant Clearing Account	Check	1114949	04/26/23	Accounts Payable	PINAL COUNTY ARIZONA	14,227.00
NBAZ - Warrant Clearing Account	Check	1114950	04/26/23	Accounts Payable	PITNEY BOWES	144.87
NBAZ - Warrant Clearing Account	Check	1114951	04/26/23	Accounts Payable	PITNEY BOWES RESERVE ACCOUNT	5,000.00
NBAZ - Warrant Clearing Account	Check	1114952	04/26/23	Accounts Payable	PRAGMATICA LLC	9,500.00
NBAZ - Warrant Clearing Account	Check	1114953	04/26/23	Accounts Payable	PREMIUM PROPANE LLC	933.69
NBAZ - Warrant Clearing Account	Check	1114954	04/26/23	Accounts Payable	QUILL CORP	4,264.29
NBAZ - Warrant Clearing Account	Check	1114955	04/26/23	Accounts Payable	RELIABLE BACKGROUND SCREENING	457.00
NBAZ - Warrant Clearing Account	Check	1114956	04/26/23	Accounts Payable	RHINEHART OIL CO	31.16
NBAZ - Warrant Clearing Account	Check	1114957	04/26/23	Accounts Payable	KODY RICHARDSON	1,800.00
NBAZ - Warrant Clearing Account	Check	1114958	04/26/23	Accounts Payable	RIGG LAW FIRM PLLC	5,000.00
NBAZ - Warrant Clearing Account	Check	1114959	04/26/23	Accounts Payable	CELESTE ROBERTSON	2,421.92
NBAZ - Warrant Clearing Account	Check	1114960	04/26/23	Accounts Payable	ROUND VALLEY ELKS BOOSTER CLUB LLC	300.00
NBAZ - Warrant Clearing Account	Check	1114961	04/26/23	Accounts Payable	RUSH TRUCK CENTER	1,247.66
NBAZ - Warrant Clearing Account	Check	1114962	04/26/23	Accounts Payable	SAFELITE AUTO GLASS	1,652.29
NBAZ - Warrant Clearing Account	Check	1114963	04/26/23	Accounts Payable	SAINT JOHNS BOOSTER CLUB INC	800.00
NBAZ - Warrant Clearing Account	Check	1114964	04/26/23	Accounts Payable	SAN TAN FORD	203,283.77
NBAZ - Warrant Clearing Account	Check	1114965	04/26/23	Accounts Payable	SECURUS TECHNOLOGIES INC	1,781.48
NBAZ - Warrant Clearing Account	Check	1114966	04/26/23	Accounts Payable	SENTRY FIRE PROTECTION SPECIALISTS LLC	306.24
NBAZ - Warrant Clearing Account	Check	1114967	04/26/23	Accounts Payable	SIERRA PROPANE	3,868.25
NBAZ - Warrant Clearing Account	Check	1114968	04/26/23	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	456.37
NBAZ - Warrant Clearing Account	Check	1114969	04/26/23	Accounts Payable	SOUTHERN TIRE MART LLC	33,838.66
NBAZ - Warrant Clearing Account	Check	1114970	04/26/23	Accounts Payable	ST JOHNS CITY	239.10
NBAZ - Warrant Clearing Account	Check	1114971	04/26/23	Accounts Payable	ST JOHNS UNITED DRUG	30.20
NBAZ - Warrant Clearing Account	Check	1114972	04/26/23	Accounts Payable	SUN GLASS LLC	303.28
NBAZ - Warrant Clearing Account	Check	1114973	04/26/23	Accounts Payable	THE POUR STATION	78.06
NBAZ - Warrant Clearing Account	Check	1114974	04/26/23	Accounts Payable	ALENA THOMPSON	400.00
NBAZ - Warrant Clearing Account	Check	1114975	04/26/23	Accounts Payable	TOWN OF EAGAR	94.35
NBAZ - Warrant Clearing Account	Check	1114976	04/26/23	Accounts Payable	TREAD MASTERS TIRE & LUBE	255.51

Bank/Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1114977	04/26/23	Accounts Payable	UNIFIRST CORPORATION	82.06
NBAZ - Warrant Clearing Account	Check	1114978	04/26/23	Accounts Payable	UNITED PARCEL SERVICE	58.55
NBAZ - Warrant Clearing Account	Check	1114979	04/26/23	Accounts Payable	VALLEY AUTO PARTS	932.81
NBAZ - Warrant Clearing Account	Check	1114980	04/26/23	Accounts Payable	VALLEY IMAGING SOLUTIONS	220.01
NBAZ - Warrant Clearing Account	Check	1114981	04/26/23	Accounts Payable	VERIZON WIRELESS	3,380.43
NBAZ - Warrant Clearing Account	Check	1114982	04/26/23	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	40.26
NBAZ - Warrant Clearing Account	Check	1114983	04/26/23	Accounts Payable	ALICE JO WEBB	19.01
NBAZ - Warrant Clearing Account	Check	1114984	04/26/23	Accounts Payable	WHITE MOUNTAIN COMMUNICATIONS	72,606.28
NBAZ - Warrant Clearing Account	Check	1114985	04/26/23	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	929.82
NBAZ - Warrant Clearing Account	Check	1114986	04/26/23	Accounts Payable	WILLIAM WADE WILTBANK	233.36
NBAZ - Warrant Clearing Account	Check	1114987	04/26/23	Accounts Payable	ANTONIA WOOD	121.38
NBAZ - Warrant Clearing Account	Check	1114988	04/26/23	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	378.65
NBAZ - Warrant Clearing Account	Check	1114989	04/26/23	Accounts Payable	YAVAPAI COUNTY GOVERNMENT	8,250.00
NBAZ - Warrant Clearing Account	Check	1114990	04/26/23	Accounts Payable	JAY YELLOWHORSE	1,037.60
NBAZ - Warrant Clearing Account	Check	1114992	04/27/23	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	2.41
NBAZ - Warrant Clearing Account	Check	1114993	04/27/23	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,199.82
NBAZ - Warrant Clearing Account	Check	1114994	04/27/23	Accounts Payable	ERVIN TSINIJJINNIE	225.00
NBAZ - Warrant Clearing Account	Check	1114995	05/01/23	Accounts Payable	DRAKE EQUIPMENT OF ARIZONA INC	1,256.99
NBAZ - Warrant Clearing Account	Check	1114996	05/01/23	Accounts Payable	LOWES COMPANIES INC	343.75
NBAZ - Warrant Clearing Account	Check	1114997	05/01/23	Accounts Payable	RYAN N PATTERSON	132.97
NBAZ - Warrant Clearing Account	Check	1114998	05/01/23	Accounts Payable	ALTON JOE SHEPHERD	132.31
NBAZ - Warrant Clearing Account	Check	1114999	05/02/23	Accounts Payable	4IMPRINT	5,440.19
NBAZ - Warrant Clearing Account	Check	1115000	05/02/23	Accounts Payable	ADVANCED AIR SYSTEMS LLC	13,937.50
NBAZ - Warrant Clearing Account	Check	1115001	05/02/23	Accounts Payable	ADVANCED CORRECTIONAL HEALTHCARE INC	39,086.01
NBAZ - Warrant Clearing Account	Check	1115002	05/02/23	Accounts Payable	ADVERTISING IDEAS	499.66
NBAZ - Warrant Clearing Account	Check	1115003	05/02/23	Accounts Payable	ALL COPY PRODUCTS	585.53
NBAZ - Warrant Clearing Account	Check	1115004	05/02/23	Accounts Payable	ALLEGRA	1,115.83
NBAZ - Warrant Clearing Account	Check	1115005	05/02/23	Accounts Payable	ALSCO INC	444.30
NBAZ - Warrant Clearing Account	Check	1115006	05/02/23	Accounts Payable	AMAZON CAPITAL SERVICES INC	3,466.09
NBAZ - Warrant Clearing Account	Check	1115007	05/02/23	Accounts Payable	AMERICAN PROBATION & PAROLE ASSOCIATION	550.00
NBAZ - Warrant Clearing Account	Check	1115008	05/02/23	Accounts Payable	AMIGO CHRYSLER DODGE JEEP RAM	5,360.85
NBAZ - Warrant Clearing Account	Check	1115009	05/02/23	Accounts Payable	APACHE COUNTY	46.21
NBAZ - Warrant Clearing Account	Check	1115010	05/02/23	Accounts Payable	ASHTONS REPAIR INC	414.77
NBAZ - Warrant Clearing Account	Check	1115011	05/02/23	Accounts Payable	LUCINDA L ATTAKAI	110.04
NBAZ - Warrant Clearing Account	Check	1115012	05/02/23	Accounts Payable	AZ DEPT OF PUBLIC SAFETY	67.00
NBAZ - Warrant Clearing Account	Check	1115013	05/02/23	Accounts Payable	AZ SUPREME COURT	250.00
NBAZ - Warrant Clearing Account	Check	1115014	05/02/23	Accounts Payable	B&R TRUCKING	10,548.58
NBAZ - Warrant Clearing Account	Check	1115015	05/02/23	Accounts Payable	BACKWOODS TEES LLC	27.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1115016	05/02/23	Accounts Payable	BASHAS' CORPORATE OFFICE	98.12
NBAZ - Warrant Clearing Account	Check	1115017	05/02/23	Accounts Payable	BAUMAN HOME AND AUTO INC (CARQUEST)	1,535.32
NBAZ - Warrant Clearing Account	Check	1115018	05/02/23	Accounts Payable	BCB INVESTMENTS	4,603.04
NBAZ - Warrant Clearing Account	Check	1115019	05/02/23	Accounts Payable	MARLEITA BEGAY	798.38
NBAZ - Warrant Clearing Account	Check	1115020	05/02/23	Accounts Payable	SARAH MAE BEGAY	300.00
NBAZ - Warrant Clearing Account	Check	1115021	05/02/23	Accounts Payable	BEHAVIORAL HEALTH WELLNESS PROGRAM	1,200.00
NBAZ - Warrant Clearing Account	Check	1115022	05/02/23	Accounts Payable	WILLIAM BIZADI JR	120.00
NBAZ - Warrant Clearing Account	Check	1115023	05/02/23	Accounts Payable	BLUE HILLS ENVIRONMENTAL	7.00
NBAZ - Warrant Clearing Account	Check	1115024	05/02/23	Accounts Payable	BOOT BARN	140.63
NBAZ - Warrant Clearing Account	Check	1115025	05/02/23	Accounts Payable	BRAD HALL & ASSOCIATES INC	34,189.54
NBAZ - Warrant Clearing Account	Check	1115026	05/02/23	Accounts Payable	DEVIN BROWN	100.00
NBAZ - Warrant Clearing Account	Check	1115027	05/02/23	Accounts Payable	BULWARK EXTERMINATING LLC	249.00
NBAZ - Warrant Clearing Account	Check	1115028	05/02/23	Accounts Payable	BURNHAM MORTUARY	355.50
NBAZ - Warrant Clearing Account	Check	1115029	05/02/23	Accounts Payable	BURNHAM MORTUARY	414.41
NBAZ - Warrant Clearing Account	Check	1115030	05/02/23	Accounts Payable	BUTLER'S OFFICE EQUIPMENT & SUPPLY INC	234.70
NBAZ - Warrant Clearing Account	Check	1115031	05/02/23	Accounts Payable	CENTRAL ARIZONA SUPPLY	353.93
NBAZ - Warrant Clearing Account	Check	1115032	05/02/23	Accounts Payable	COALITION OF ARIZONA NEW MEXICO COUNTIES	2,600.00
NBAZ - Warrant Clearing Account	Check	1115033	05/02/23	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	2,825.75
NBAZ - Warrant Clearing Account	Check	1115034	05/02/23	Accounts Payable	COPPER STATE BOLT & NUT CO	277.48
NBAZ - Warrant Clearing Account	Check	1115035	05/02/23	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	3,487.00
NBAZ - Warrant Clearing Account	Check	1115036	05/02/23	Accounts Payable	ANDREA HEIDI CRESSWELL	25.20
NBAZ - Warrant Clearing Account	Check	1115037	05/02/23	Accounts Payable	ROGER STUART CURTIS	431.04
NBAZ - Warrant Clearing Account	Check	1115038	05/02/23	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	220.42
NBAZ - Warrant Clearing Account	Check	1115039	05/02/23	Accounts Payable	DEMCO INC	75.69
NBAZ - Warrant Clearing Account	Check	1115040	05/02/23	Accounts Payable	CECILIA DIAZ	10.00
NBAZ - Warrant Clearing Account	Check	1115041	05/02/23	Accounts Payable	DIESEL LAPTOPS LLC	245.35
NBAZ - Warrant Clearing Account	Check	1115042	05/02/23	Accounts Payable	FELIPA A EARL	112.18
NBAZ - Warrant Clearing Account	Check	1115043	05/02/23	Accounts Payable	PJ E EDWARDS-RAY	175.00
NBAZ - Warrant Clearing Account	Check	1115044	05/02/23	Accounts Payable	ELECTION SYSTEMS AND SOFTWARE	6,237.82
NBAZ - Warrant Clearing Account	Check	1115045	05/02/23	Accounts Payable	EMPIRE MACHINERY	6,278.70
NBAZ - Warrant Clearing Account	Check	1115046	05/02/23	Accounts Payable	EMPIRE POWER SYSTEMS	340.00
NBAZ - Warrant Clearing Account	Check	1115047	05/02/23	Accounts Payable	FLEET PRIDE	1,544.07
NBAZ - Warrant Clearing Account	Check	1115048	05/02/23	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	379.74
NBAZ - Warrant Clearing Account	Check	1115049	05/02/23	Accounts Payable	FRONTIER	191.26
NBAZ - Warrant Clearing Account	Check	1115050	05/02/23	Accounts Payable	FRONTIER	236.45
NBAZ - Warrant Clearing Account	Check	1115051	05/02/23	Accounts Payable	FRONTIER	732.46
NBAZ - Warrant Clearing Account	Check	1115052	05/02/23	Accounts Payable	FRONTIER	4,217.14
NBAZ - Warrant Clearing Account	Check	1115053	05/02/23	Accounts Payable	FRONTIER	57.64

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1115054	05/02/23	Accounts Payable	FUTURE TIRE	2,128.99
NBAZ - Warrant Clearing Account	Check	1115055	05/02/23	Accounts Payable	GALL'S INC	1,314.01
NBAZ - Warrant Clearing Account	Check	1115056	05/02/23	Accounts Payable	GALLUP CUSTOM TINTING	670.70
NBAZ - Warrant Clearing Account	Check	1115057	05/02/23	Accounts Payable	GILA BROADBAND	540.00
NBAZ - Warrant Clearing Account	Check	1115058	05/02/23	Accounts Payable	GLAXO SMITHKLINE PHARMACY	1,086.81
NBAZ - Warrant Clearing Account	Check	1115059	05/02/23	Accounts Payable	DARYL GREER	621.98
NBAZ - Warrant Clearing Account	Check	1115060	05/02/23	Accounts Payable	REDACTED	2,200.00
NBAZ - Warrant Clearing Account	Check	1115061	05/02/23	Accounts Payable	ROBERT JAMES HIGGINS	2,318.58
NBAZ - Warrant Clearing Account	Check	1115062	05/02/23	Accounts Payable	HILL AZ GROCERY STORE	273.45
NBAZ - Warrant Clearing Account	Check	1115063	05/02/23	Accounts Payable	HILL AZ GROCERY STORE	78.91
NBAZ - Warrant Clearing Account	Check	1115064	05/02/23	Accounts Payable	HILL AZ GROCERY STORE	772.48
NBAZ - Warrant Clearing Account	Check	1115065	05/02/23	Accounts Payable	HOME DEPOT	700.00
NBAZ - Warrant Clearing Account	Check	1115066	05/02/23	Accounts Payable	HONORHEALTH OSBORN	289.67
NBAZ - Warrant Clearing Account	Check	1115067	05/02/23	Accounts Payable	BRIAN HOUNSHELL	141.48
NBAZ - Warrant Clearing Account	Check	1115068	05/02/23	Accounts Payable	REDACTED	72.72
NBAZ - Warrant Clearing Account	Check	1115069	05/02/23	Accounts Payable	DESTINY A JENSEN	2,300.00
NBAZ - Warrant Clearing Account	Check	1115070	05/02/23	Accounts Payable	REDACTED	247.43
NBAZ - Warrant Clearing Account	Check	1115071	05/02/23	Accounts Payable	KRYSTAL MARIE KING	114.14
NBAZ - Warrant Clearing Account	Check	1115072	05/02/23	Accounts Payable	SUSAN KOCH	37.99
NBAZ - Warrant Clearing Account	Check	1115073	05/02/23	Accounts Payable	RHONDA KOELLEN	3,004.89
NBAZ - Warrant Clearing Account	Check	1115074	05/02/23	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	165.44
NBAZ - Warrant Clearing Account	Check	1115075	05/02/23	Accounts Payable	LINGO	210.52
NBAZ - Warrant Clearing Account	Check	1115076	05/02/23	Accounts Payable	LOWES #24	1,500.00
NBAZ - Warrant Clearing Account	Check	1115077	05/02/23	Accounts Payable	REDACTED	7.54
NBAZ - Warrant Clearing Account	Check	1115078	05/02/23	Accounts Payable	CHRIS MCCARTHY	2,575.00
NBAZ - Warrant Clearing Account	Check	1115079	05/02/23	Accounts Payable	MEAD PUBLISHING	4,894.81
NBAZ - Warrant Clearing Account	Check	1115080	05/02/23	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	36.77
NBAZ - Warrant Clearing Account	Check	1115081	05/02/23	Accounts Payable	NAPA	11.12
NBAZ - Warrant Clearing Account	Check	1115082	05/02/23	Accounts Payable	NAVAJO NATION WATER CODE ADMIN	4,096.86
NBAZ - Warrant Clearing Account	Check	1115083	05/02/23	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	9,184.79
NBAZ - Warrant Clearing Account	Check	1115084	05/02/23	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	298.38
NBAZ - Warrant Clearing Account	Check	1115085	05/02/23	Accounts Payable	NAVAJO WESTERNERS	78.00
NBAZ - Warrant Clearing Account	Check	1115086	05/02/23	Accounts Payable	ANTONY C NOTAH	5,220.02
NBAZ - Warrant Clearing Account	Check	1115087	05/02/23	Accounts Payable	NTUJA WIRELESS, LLC	200.00
NBAZ - Warrant Clearing Account	Check	1115088	05/02/23	Accounts Payable	NUTCRACKER TOWING LLC	676.03
NBAZ - Warrant Clearing Account	Check	1115089	05/02/23	Accounts Payable	OVERDRIVE INC	66.61
NBAZ - Warrant Clearing Account	Check	1115090	05/02/23	Accounts Payable	BRIAN K PARRACK (HIGH COUNTRY AWARDS)	7,155.80
NBAZ - Warrant Clearing Account	Check	1115091	05/02/23	Accounts Payable	PEACE CHAPEL FUNERAL HOME	1,147.77
NBAZ - Warrant Clearing Account	Check	1115091	05/02/23	Accounts Payable	DOUGLAS LANCE PEARCE	

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1115092	05/02/23	Accounts Payable	PREMIUM PROPANE LLC	598.91
NBAZ - Warrant Clearing Account	Check	1115093	05/02/23	Accounts Payable	PRIORITY DISPATCH CORP	147.00
NBAZ - Warrant Clearing Account	Check	1115094	05/02/23	Accounts Payable	QUILL CORP	5,284.56
NBAZ - Warrant Clearing Account	Check	1115095	05/02/23	Accounts Payable	PRESTON MAURICE RABAN	26.60
NBAZ - Warrant Clearing Account	Check	1115096	05/02/23	Accounts Payable	RCI SYSTEMS LLC	144.00
NBAZ - Warrant Clearing Account	Check	1115097	05/02/23	Accounts Payable	REST UR RUMP	196.38
NBAZ - Warrant Clearing Account	Check	1115098	05/02/23	Accounts Payable	RHINEHART OIL CO	13,851.72
NBAZ - Warrant Clearing Account	Check	1115099	05/02/23	Accounts Payable	KODY RICHARDSON	1,167.00
NBAZ - Warrant Clearing Account	Check	1115100	05/02/23	Accounts Payable	CELESTE ROBERTSON	176.64
NBAZ - Warrant Clearing Account	Check	1115101	05/02/23	Accounts Payable	ROUND VALLEY ELKS BOOSTER CLUB LLC	1,000.00
NBAZ - Warrant Clearing Account	Check	1115102	05/02/23	Accounts Payable	RUSH TRUCK CENTER	888.53
NBAZ - Warrant Clearing Account	Check	1115103	05/02/23	Accounts Payable	SAFELITE AUTO GLASS	405.91
NBAZ - Warrant Clearing Account	Check	1115104	05/02/23	Accounts Payable	SAFEWAY INC	99.32
NBAZ - Warrant Clearing Account	Check	1115105	05/02/23	Accounts Payable	SECURUS TECHNOLOGIES INC	1,432.99
NBAZ - Warrant Clearing Account	Check	1115106	05/02/23	Accounts Payable	SHOW LOW FORD INC	420.73
NBAZ - Warrant Clearing Account	Check	1115107	05/02/23	Accounts Payable	SIERRA PROPANE	459.81
NBAZ - Warrant Clearing Account	Check	1115108	05/02/23	Accounts Payable	SITECH SOUTHWEST LLC	4,026.60
NBAZ - Warrant Clearing Account	Check	1115109	05/02/23	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	211.19
NBAZ - Warrant Clearing Account	Check	1115110	05/02/23	Accounts Payable	TRACY LYNN SMITH	247.43
NBAZ - Warrant Clearing Account	Check	1115111	05/02/23	Accounts Payable	SPARKLETTS WATER	48.44
NBAZ - Warrant Clearing Account	Check	1115112	05/02/23	Accounts Payable	SPARKLETTS WATER	114.89
NBAZ - Warrant Clearing Account	Check	1115113	05/02/23	Accounts Payable	ST JOHNS CITY	740.86
NBAZ - Warrant Clearing Account	Check	1115114	05/02/23	Accounts Payable	ST JOHNS IRRIGATION	218.00
NBAZ - Warrant Clearing Account	Check	1115115	05/02/23	Accounts Payable	ST JOHNS UNIFIED SCHOOL DIST	120.00
NBAZ - Warrant Clearing Account	Check	1115116	05/02/23	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	585.67
NBAZ - Warrant Clearing Account	Check	1115117	05/02/23	Accounts Payable	STANTEC CONSULTING SERVICES	9,348.39
NBAZ - Warrant Clearing Account	Check	1115118	05/02/23	Accounts Payable	SUTTON WEED & PEST CONTROL	850.00
NBAZ - Warrant Clearing Account	Check	1115119	05/02/23	Accounts Payable	THE POUR STATION	234.18
NBAZ - Warrant Clearing Account	Check	1115120	05/02/23	Accounts Payable	JESSE THOMAS	112.71
NBAZ - Warrant Clearing Account	Check	1115121	05/02/23	Accounts Payable	NORMA J THORN	6.17
NBAZ - Warrant Clearing Account	Check	1115122	05/02/23	Accounts Payable	TRACTOR SUPPLY CO	1,728.11
NBAZ - Warrant Clearing Account	Check	1115123	05/02/23	Accounts Payable	TREAD MASTERS TIRE & LUBE	1,193.49
NBAZ - Warrant Clearing Account	Check	1115124	05/02/23	Accounts Payable	TRIPLE R FUELS	321.59
NBAZ - Warrant Clearing Account	Check	1115125	05/02/23	Accounts Payable	TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY	920.80
NBAZ - Warrant Clearing Account	Check	1115126	05/02/23	Accounts Payable	UNIFIRST CORPORATION	142.73
NBAZ - Warrant Clearing Account	Check	1115127	05/02/23	Accounts Payable	VALLEY AUTO PARTS	172.60
NBAZ - Warrant Clearing Account	Check	1115128	05/02/23	Accounts Payable	HEATHER VAN DER NOORD	27.70
NBAZ - Warrant Clearing Account	Check	1115129	05/02/23	Accounts Payable	VERIZON WIRELESS	1,321.35

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1115130	05/02/23	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	44.28
NBAZ - Warrant Clearing Account	Check	1115131	05/02/23	Accounts Payable	SANDRA KAY WAGNER	228.00
NBAZ - Warrant Clearing Account	Check	1115132	05/02/23	Accounts Payable	WAGNER EQUIPMENT CO	798.11
NBAZ - Warrant Clearing Account	Check	1115133	05/02/23	Accounts Payable	WASTE MANAGEMENT OF AZ	137.98
NBAZ - Warrant Clearing Account	Check	1115134	05/02/23	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	19.82
NBAZ - Warrant Clearing Account	Check	1115135	05/02/23	Accounts Payable	WILLIAM WADE WILTBANK	613.68
NBAZ - Warrant Clearing Account	Check	1115136	05/02/23	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	259.72
NBAZ - Warrant Clearing Account	Check	1115137	05/02/23	Accounts Payable	WRIGHT EXPRESS FSC WEX	5,452.57
NBAZ - Warrant Clearing Account	Check	1115138	05/02/23	Accounts Payable	JAY YELLOWHORSE	613.02
NBAZ - Warrant Clearing Account	Check	1115139	05/04/23	Accounts Payable	GROVER HILLS CONSTRUCTION LLC	77,443.65
NBAZ - Warrant Clearing Account	Check	1115140	05/04/23	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	2,614.52
NBAZ - Warrant Clearing Account	Check	1115141	05/04/23	Accounts Payable	CHRISTOPHER R PADILLA	1,000.00
NBAZ - Warrant Clearing Account	Check	1115142	05/08/23	Accounts Payable	NATIONAL BANK	29,679.85
NBAZ - Warrant Clearing Account	Check	1115143	05/09/23	Accounts Payable	AALADIN SOUTHWEST INC	72.03
NBAZ - Warrant Clearing Account	Check	1115144	05/09/23	Accounts Payable	ADLERHORST INTERNATIONAL LLC	12,930.00
NBAZ - Warrant Clearing Account	Check	1115145	05/09/23	Accounts Payable	ADVERTISING IDEAS	4,963.40
NBAZ - Warrant Clearing Account	Check	1115146	05/09/23	Accounts Payable	ALLEGRA	2,006.39
NBAZ - Warrant Clearing Account	Check	1115147	05/09/23	Accounts Payable	ALSCO INC	912.08
NBAZ - Warrant Clearing Account	Check	1115148	05/09/23	Accounts Payable	AMAZON CAPITAL SERVICES INC	5,476.13
NBAZ - Warrant Clearing Account	Check	1115149	05/09/23	Accounts Payable	AMIGO CHRYSLER DODGE JEEP RAM	2,233.38
NBAZ - Warrant Clearing Account	Check	1115150	05/09/23	Accounts Payable	APACHE COUNTY	365.57
NBAZ - Warrant Clearing Account	Check	1115151	05/09/23	Accounts Payable	APACHE COUNTY YOUTH DEVELOPMENT FOUNDATION	2,000.00
NBAZ - Warrant Clearing Account	Check	1115152	05/09/23	Accounts Payable	AT&T MOBILITY LLC (FIRSTNET)	86.45
NBAZ - Warrant Clearing Account	Check	1115153	05/09/23	Accounts Payable	AZ CONSTABLES ASSN	125.00
NBAZ - Warrant Clearing Account	Check	1115154	05/09/23	Accounts Payable	AZ COUNTIES INSURANCE POOL	446.50
NBAZ - Warrant Clearing Account	Check	1115155	05/09/23	Accounts Payable	AZ DEPT OF RISK MANAGEMENT	1,664.86
NBAZ - Warrant Clearing Account	Check	1115156	05/09/23	Accounts Payable	AZ SECRETARY OF STATE	43.00
NBAZ - Warrant Clearing Account	Check	1115157	05/09/23	Accounts Payable	AZ SUPREME COURT	425.00
NBAZ - Warrant Clearing Account	Check	1115158	05/09/23	Accounts Payable	AZ SUPREME COURT	135.00
NBAZ - Warrant Clearing Account	Check	1115159	05/09/23	Accounts Payable	AZLGEBT	346,566.39
NBAZ - Warrant Clearing Account	Check	1115160	05/09/23	Accounts Payable	B&R TRUCKING	9,828.87
NBAZ - Warrant Clearing Account	Check	1115161	05/09/23	Accounts Payable	BASHAS' CORPORATE OFFICE	400.48
NBAZ - Warrant Clearing Account	Check	1115162	05/09/23	Accounts Payable	BAUMAN HOME AND AUTO INC (CARQUEST)	2,785.30
NBAZ - Warrant Clearing Account	Check	1115163	05/09/23	Accounts Payable	BEACON FIRE AND SECURITY LLC	876.00
NBAZ - Warrant Clearing Account	Check	1115164	05/09/23	Accounts Payable	SARAH MAE BEGAY	175.00
NBAZ - Warrant Clearing Account	Check	1115165	05/09/23	Accounts Payable	BI INC	202.15
NBAZ - Warrant Clearing Account	Check	1115166	05/09/23	Accounts Payable	BLUE HILLS ENVIRONMENTAL	335.25
NBAZ - Warrant Clearing Account	Check	1115167	05/09/23	Accounts Payable	BOOT BARN	400.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1115168	05/09/23	Accounts Payable	BRAD HALL & ASSOCIATES INC	63,856.48
NBAZ - Warrant Clearing Account	Check	1115169	05/09/23	Accounts Payable	MICHAEL T BRAGIEL	61.18
NBAZ - Warrant Clearing Account	Check	1115170	05/09/23	Accounts Payable	JOSEPH DARRON BRODERICK	449.99
NBAZ - Warrant Clearing Account	Check	1115171	05/09/23	Accounts Payable	BAUER K BROWN	1,002.60
NBAZ - Warrant Clearing Account	Check	1115172	05/09/23	Accounts Payable	BURNHAM MORTUARY	414.41
NBAZ - Warrant Clearing Account	Check	1115173	05/09/23	Accounts Payable	BURNHAM MORTUARY	600.00
NBAZ - Warrant Clearing Account	Check	1115174	05/09/23	Accounts Payable	BURNHAM MORTUARY	55.00
NBAZ - Warrant Clearing Account	Check	1115175	05/09/23	Accounts Payable	BUTLER'S OFFICE EQUIPMENT & SUPPLY INC	1,256.20
NBAZ - Warrant Clearing Account	Check	1115176	05/09/23	Accounts Payable	C & E CONCRETE INC	2,957.98
NBAZ - Warrant Clearing Account	Check	1115177	05/09/23	Accounts Payable	DAWN A CARTER	434.10
NBAZ - Warrant Clearing Account	Check	1115178	05/09/23	Accounts Payable	CDW GOVERNMENT LLC	7,333.09
NBAZ - Warrant Clearing Account	Check	1115179	05/09/23	Accounts Payable	CEDAR GROVE WATER CO	83.30
NBAZ - Warrant Clearing Account	Check	1115180	05/09/23	Accounts Payable	CELLULAR ONE NE AZ	292.71
NBAZ - Warrant Clearing Account	Check	1115181	05/09/23	Accounts Payable	CENTER FOR DISEASE DETECTION LLC	70.00
NBAZ - Warrant Clearing Account	Check	1115182	05/09/23	Accounts Payable	CENTRAL ARIZONA SUPPLY	773.96
NBAZ - Warrant Clearing Account	Check	1115183	05/09/23	Accounts Payable	ALBERT N CLARK	1,151.67
NBAZ - Warrant Clearing Account	Check	1115184	05/09/23	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	3,755.83
NBAZ - Warrant Clearing Account	Check	1115185	05/09/23	Accounts Payable	CONTRACT PHARMACY SERVICES INC	19,050.51
NBAZ - Warrant Clearing Account	Check	1115186	05/09/23	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	62.65
NBAZ - Warrant Clearing Account	Check	1115187	05/09/23	Accounts Payable	CREATIVE MULTIMEDIA INC (CMI)	15,478.75
NBAZ - Warrant Clearing Account	Check	1115188	05/09/23	Accounts Payable	CREATIVE MULTIMEDIA INC (CMI)	870.00
NBAZ - Warrant Clearing Account	Check	1115189	05/09/23	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	192.81
NBAZ - Warrant Clearing Account	Check	1115190	05/09/23	Accounts Payable	DELL COMPUTER CORPORATION	15,866.52
NBAZ - Warrant Clearing Account	Check	1115191	05/09/23	Accounts Payable	DIAMOND C FEEDS	581.34
NBAZ - Warrant Clearing Account	Check	1115192	05/09/23	Accounts Payable	CECILIA DIAZ	42.86
NBAZ - Warrant Clearing Account	Check	1115193	05/09/23	Accounts Payable	DIRECTV LLC	177.97
NBAZ - Warrant Clearing Account	Check	1115194	05/09/23	Accounts Payable	DISH NETWORK	144.26
NBAZ - Warrant Clearing Account	Check	1115195	05/09/23	Accounts Payable	DISH NETWORK	136.19
NBAZ - Warrant Clearing Account	Check	1115196	05/09/23	Accounts Payable	EDTECHNOLOGYFUNDS INC	2,999.00
NBAZ - Warrant Clearing Account	Check	1115197	05/09/23	Accounts Payable	PJ E EDWARDS-RAY	200.00
NBAZ - Warrant Clearing Account	Check	1115198	05/09/23	Accounts Payable	DYLLIN RICK ELLINGTON	48.64
NBAZ - Warrant Clearing Account	Check	1115199	05/09/23	Accounts Payable	EMPIRE MACHINERY	12,476.69
NBAZ - Warrant Clearing Account	Check	1115200	05/09/23	Accounts Payable	ROBERT L FITE	76.64
NBAZ - Warrant Clearing Account	Check	1115201	05/09/23	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	358.25
NBAZ - Warrant Clearing Account	Check	1115202	05/09/23	Accounts Payable	FRANK'S SUPPLY COMPANY INC	245.51
NBAZ - Warrant Clearing Account	Check	1115203	05/09/23	Accounts Payable	JOHN L FREEMAN JR	61.04
NBAZ - Warrant Clearing Account	Check	1115204	05/09/23	Accounts Payable	FRONTIER	213.95
NBAZ - Warrant Clearing Account	Check	1115205	05/09/23	Accounts Payable	FRONTIER	142.55

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1115206	05/09/23	Accounts Payable	FRONTIER	206.31
NBAZ - Warrant Clearing Account	Check	1115207	05/09/23	Accounts Payable	FRONTIER	199.70
NBAZ - Warrant Clearing Account	Check	1115208	05/09/23	Accounts Payable	FRONTIER	155.84
NBAZ - Warrant Clearing Account	Check	1115209	05/09/23	Accounts Payable	FRONTIER	192.98
NBAZ - Warrant Clearing Account	Check	1115210	05/09/23	Accounts Payable	FRONTIER	192.21
NBAZ - Warrant Clearing Account	Check	1115211	05/09/23	Accounts Payable	FRONTIER	808.74
NBAZ - Warrant Clearing Account	Check	1115212	05/09/23	Accounts Payable	FRONTIER	237.91
NBAZ - Warrant Clearing Account	Check	1115213	05/09/23	Accounts Payable	FRONTIER	208.22
NBAZ - Warrant Clearing Account	Check	1115214	05/09/23	Accounts Payable	FRONTIER	218.18
NBAZ - Warrant Clearing Account	Check	1115215	05/09/23	Accounts Payable	FRONTIER	521.47
NBAZ - Warrant Clearing Account	Check	1115216	05/09/23	Accounts Payable	FUTURE TIRE	7,608.72
NBAZ - Warrant Clearing Account	Check	1115217	05/09/23	Accounts Payable	GALL'S INC	1,275.52
NBAZ - Warrant Clearing Account	Check	1115218	05/09/23	Accounts Payable	GALLUP INDEPENDENT	1,731.04
NBAZ - Warrant Clearing Account	Check	1115219	05/09/23	Accounts Payable	GALLUP LUMBER & SUPPLY	229.67
NBAZ - Warrant Clearing Account	Check	1115220	05/09/23	Accounts Payable	CASSANDRA MAY GARDNER	3.77
NBAZ - Warrant Clearing Account	Check	1115221	05/09/23	Accounts Payable	JOHANNA K GONZALEZ	666.20
NBAZ - Warrant Clearing Account	Check	1115222	05/09/23	Accounts Payable	GOVERNMENT FORMS & SUPPLIES LLC	1,550.00
NBAZ - Warrant Clearing Account	Check	1115223	05/09/23	Accounts Payable	DARYL GREER	103.00
NBAZ - Warrant Clearing Account	Check	1115224	05/09/23	Accounts Payable	HAMBLIN DERMATOLOGY PLLC	78.79
NBAZ - Warrant Clearing Account	Check	1115225	05/09/23	Accounts Payable	KLINT HEAP	1,608.02
NBAZ - Warrant Clearing Account	Check	1115226	05/09/23	Accounts Payable	HILL AZ GROCERY STORE	419.23
NBAZ - Warrant Clearing Account	Check	1115227	05/09/23	Accounts Payable	HILL AZ GROCERY STORE	181.96
NBAZ - Warrant Clearing Account	Check	1115228	05/09/23	Accounts Payable	HILLYARD/FLAGSTAFF	2,306.13
NBAZ - Warrant Clearing Account	Check	1115229	05/09/23	Accounts Payable	HOME DEPOT	369.76
NBAZ - Warrant Clearing Account	Check	1115230	05/09/23	Accounts Payable	BRIAN HOUNSHELL	39.25
NBAZ - Warrant Clearing Account	Check	1115231	05/09/23	Accounts Payable	HP2 INC	781.21
NBAZ - Warrant Clearing Account	Check	1115232	05/09/23	Accounts Payable	JCG TECHNOLOGIES INC	525.00
NBAZ - Warrant Clearing Account	Check	1115233	05/09/23	Accounts Payable	DESTINY A JENSEN	31.09
NBAZ - Warrant Clearing Account	Check	1115234	05/09/23	Accounts Payable	TOMMY KIRK	679.76
NBAZ - Warrant Clearing Account	Check	1115235	05/09/23	Accounts Payable	LABORATORY CORP OF AMERICA	868.62
NBAZ - Warrant Clearing Account	Check	1115236	05/09/23	Accounts Payable	LANGUAGE LINE SERVICES INC	534.53
NBAZ - Warrant Clearing Account	Check	1115237	05/09/23	Accounts Payable	MICHAEL LATHAM	37.95
NBAZ - Warrant Clearing Account	Check	1115238	05/09/23	Accounts Payable	LAW OFFICE OF MICHAEL S PENROD PLC	6,592.00
NBAZ - Warrant Clearing Account	Check	1115239	05/09/23	Accounts Payable	JAYMIE LYNNE LEWIS-SMITH	23.17
NBAZ - Warrant Clearing Account	Check	1115240	05/09/23	Accounts Payable	LOWES #24	784.05
NBAZ - Warrant Clearing Account	Check	1115241	05/09/23	Accounts Payable	LSQ GROUP HOLDINGS LLC	3,597.10
NBAZ - Warrant Clearing Account	Check	1115242	05/09/23	Accounts Payable	MARLIN LEASING CORPORATION	557.62
NBAZ - Warrant Clearing Account	Check	1115243	05/09/23	Accounts Payable	OSCAR R MIRANDA	73.76

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1115244	05/09/23	Accounts Payable	MISSION UNIFORM & LINEN	142.95
NBAZ - Warrant Clearing Account	Check	1115245	05/09/23	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	3,824.02
NBAZ - Warrant Clearing Account	Check	1115246	05/09/23	Accounts Payable	MUNICIPAL EMERGENCY SERVICES INC	3,538.47
NBAZ - Warrant Clearing Account	Check	1115247	05/09/23	Accounts Payable	DANIEL R MUTH	40.22
NBAZ - Warrant Clearing Account	Check	1115248	05/09/23	Accounts Payable	NAPA	373.24
NBAZ - Warrant Clearing Account	Check	1115249	05/09/23	Accounts Payable	NATIONAL PEN CO LLC	4,752.22
NBAZ - Warrant Clearing Account	Check	1115250	05/09/23	Accounts Payable	NAVAJO COUNTY	6,000.00
NBAZ - Warrant Clearing Account	Check	1115251	05/09/23	Accounts Payable	NAVAJO SANITATION INC	74.20
NBAZ - Warrant Clearing Account	Check	1115252	05/09/23	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	1,426.24
NBAZ - Warrant Clearing Account	Check	1115253	05/09/23	Accounts Payable	NAVAJO WESTERNERS	16.96
NBAZ - Warrant Clearing Account	Check	1115254	05/09/23	Accounts Payable	ANTONY C NOTAH	15.00
NBAZ - Warrant Clearing Account	Check	1115255	05/09/23	Accounts Payable	O'REILLY AUTO PARTS	3,389.75
NBAZ - Warrant Clearing Account	Check	1115256	05/09/23	Accounts Payable	ORIENTAL TRADING COMPANY	34.10
NBAZ - Warrant Clearing Account	Check	1115257	05/09/23	Accounts Payable	OVERDRIVE INC	889.84
NBAZ - Warrant Clearing Account	Check	1115258	05/09/23	Accounts Payable	TOBIE KLIESSEN OVERSON	204.54
NBAZ - Warrant Clearing Account	Check	1115259	05/09/23	Accounts Payable	TINA PADILLA	3.77
NBAZ - Warrant Clearing Account	Check	1115260	05/09/23	Accounts Payable	PENWORTHY COMPANY	313.10
NBAZ - Warrant Clearing Account	Check	1115261	05/09/23	Accounts Payable	PREMIUM PROPANE LLC	215.00
NBAZ - Warrant Clearing Account	Check	1115262	05/09/23	Accounts Payable	LINDA PRENTICE	70.00
NBAZ - Warrant Clearing Account	Check	1115263	05/09/23	Accounts Payable	PSYCHOLOGICAL AND CONSULTING SERVICES	2,500.00
NBAZ - Warrant Clearing Account	Check	1115264	05/09/23	Accounts Payable	QUALITY CARQUEST	1,070.71
NBAZ - Warrant Clearing Account	Check	1115265	05/09/23	Accounts Payable	QUILL CORP	1,386.57
NBAZ - Warrant Clearing Account	Check	1115266	05/09/23	Accounts Payable	R&S NORTHEAST LLC	391.65
NBAZ - Warrant Clearing Account	Check	1115267	05/09/23	Accounts Payable	RAELENE RABAN	77.55
NBAZ - Warrant Clearing Account	Check	1115268	05/09/23	Accounts Payable	REST UR RUMP	327.30
NBAZ - Warrant Clearing Account	Check	1115269	05/09/23	Accounts Payable	RHINEHART OIL CO	10,703.09
NBAZ - Warrant Clearing Account	Check	1115270	05/09/23	Accounts Payable	JODI H ROTHLSBERGER	660.00
NBAZ - Warrant Clearing Account	Check	1115271	05/09/23	Accounts Payable	RUSH TRUCK CENTER	496.95
NBAZ - Warrant Clearing Account	Check	1115272	05/09/23	Accounts Payable	SAFETY KLEEN	1,079.00
NBAZ - Warrant Clearing Account	Check	1115273	05/09/23	Accounts Payable	SALT RIVER PROJECT - SRP - MARS	1,091.00
NBAZ - Warrant Clearing Account	Check	1115274	05/09/23	Accounts Payable	SEAN P WILSON MD	300.00
NBAZ - Warrant Clearing Account	Check	1115275	05/09/23	Accounts Payable	SECURUS TECHNOLOGIES INC	1,818.56
NBAZ - Warrant Clearing Account	Check	1115276	05/09/23	Accounts Payable	SEM APPLICATIONS INC	114.00
NBAZ - Warrant Clearing Account	Check	1115277	05/09/23	Accounts Payable	SENTRY FIRE PROTECTION SPECIALISTS LLC	609.46
NBAZ - Warrant Clearing Account	Check	1115278	05/09/23	Accounts Payable	ALTON JOE SHEPHERD	65.21
NBAZ - Warrant Clearing Account	Check	1115279	05/09/23	Accounts Payable	JOE SHIRLEY JR	31.97
NBAZ - Warrant Clearing Account	Check	1115280	05/09/23	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	1,233.43
NBAZ - Warrant Clearing Account	Check	1115281	05/09/23	Accounts Payable	SONORA QUEST LABORATORIES	460.89

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1115282	05/09/23	Accounts Payable	SPARKLETT'S WATER	15.78
NBAZ - Warrant Clearing Account	Check	1115283	05/09/23	Accounts Payable	SPEEDY SALES AND SERVICE	180.20
NBAZ - Warrant Clearing Account	Check	1115284	05/09/23	Accounts Payable	SRFAX (J2 GLOBAL CANADA INC)	39.00
NBAZ - Warrant Clearing Account	Check	1115285	05/09/23	Accounts Payable	ST JOHNS CITY	1,147.33
NBAZ - Warrant Clearing Account	Check	1115286	05/09/23	Accounts Payable	ST JOHNS EMERGENCY SERVICES	9,149.86
NBAZ - Warrant Clearing Account	Check	1115287	05/09/23	Accounts Payable	ST JOHNS UNIFIED SCHOOL DIST	127.50
NBAZ - Warrant Clearing Account	Check	1115288	05/09/23	Accounts Payable	SYMBOL ARTS	119.10
NBAZ - Warrant Clearing Account	Check	1115289	05/09/23	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	740.92
NBAZ - Warrant Clearing Account	Check	1115290	05/09/23	Accounts Payable	THE AARONS COMPANY LLC	3,000.00
NBAZ - Warrant Clearing Account	Check	1115291	05/09/23	Accounts Payable	THE ARIZONA PARTNERSHIP FOR IMMUNIZATION	34.56
NBAZ - Warrant Clearing Account	Check	1115292	05/09/23	Accounts Payable	THE LIBRARY STORE INC	100.42
NBAZ - Warrant Clearing Account	Check	1115293	05/09/23	Accounts Payable	JESSE THOMAS	584.62
NBAZ - Warrant Clearing Account	Check	1115294	05/09/23	Accounts Payable	ALENA THOMPSON	280.00
NBAZ - Warrant Clearing Account	Check	1115295	05/09/23	Accounts Payable	THOMSON REUTERS WEST	8,575.16
NBAZ - Warrant Clearing Account	Check	1115296	05/09/23	Accounts Payable	TOWN OF EAGAR	114.91
NBAZ - Warrant Clearing Account	Check	1115297	05/09/23	Accounts Payable	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	81.83
NBAZ - Warrant Clearing Account	Check	1115298	05/09/23	Accounts Payable	TREAD MASTERS TIRE & LUBE	316.94
NBAZ - Warrant Clearing Account	Check	1115299	05/09/23	Accounts Payable	TRINITY SERVICES GROUP INC	23,639.84
NBAZ - Warrant Clearing Account	Check	1115300	05/09/23	Accounts Payable	TRIPLE R FUELS	102.94
NBAZ - Warrant Clearing Account	Check	1115301	05/09/23	Accounts Payable	UNITED RENTALS	1,234.37
NBAZ - Warrant Clearing Account	Check	1115302	05/09/23	Accounts Payable	US POSTMASTER	178.00
NBAZ - Warrant Clearing Account	Check	1115303	05/09/23	Accounts Payable	VALLEY AUTO PARTS	51.00
NBAZ - Warrant Clearing Account	Check	1115304	05/09/23	Accounts Payable	RITA VAUGHAN	156.95
NBAZ - Warrant Clearing Account	Check	1115305	05/09/23	Accounts Payable	VERLYN DEAN WALKER	75.01
NBAZ - Warrant Clearing Account	Check	1115306	05/09/23	Accounts Payable	ALICE JO WEBB	64.83
NBAZ - Warrant Clearing Account	Check	1115307	05/09/23	Accounts Payable	THOMAS CARDON WEBB	24.50
NBAZ - Warrant Clearing Account	Check	1115308	05/09/23	Accounts Payable	WESTERN DRUG COMPANY	15.00
NBAZ - Warrant Clearing Account	Check	1115309	05/09/23	Accounts Payable	DANIELLE J WHITAKER	200.00
NBAZ - Warrant Clearing Account	Check	1115310	05/09/23	Accounts Payable	WHITE MOUNTAIN AMBULANCE SERVICE INC	1,028.50
NBAZ - Warrant Clearing Account	Check	1115311	05/09/23	Accounts Payable	WHITE MOUNTAIN RADIOLOGY	363.59
NBAZ - Warrant Clearing Account	Check	1115312	05/09/23	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	1,485.70
NBAZ - Warrant Clearing Account	Check	1115313	05/09/23	Accounts Payable	JOYCLYNN WHITTING	210.00
NBAZ - Warrant Clearing Account	Check	1115314	05/09/23	Accounts Payable	MICHAEL B WHITTING	193.98
NBAZ - Warrant Clearing Account	Check	1115315	05/09/23	Accounts Payable	WILLIAMS PLUMBING AND GALLUP PUMPING SERVICE	60.00
NBAZ - Warrant Clearing Account	Check	1115316	05/09/23	Accounts Payable	WILLIAM WADE WILTBANK	22.61
NBAZ - Warrant Clearing Account	Check	1115317	05/09/23	Accounts Payable	ANTONIA WOOD	156.38
NBAZ - Warrant Clearing Account	Check	1115318	05/09/23	Accounts Payable	SAMUEL A WOOD	2,455.63
NBAZ - Warrant Clearing Account	Check	1115319	05/09/23	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	106.88

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1115320	05/09/23	Accounts Payable	YAZZIE'S AUTO PARTS INC	987.01
NBAZ - Warrant Clearing Account	Check	1115321	05/09/23	Accounts Payable	ZOOM VIDEO COMMUNICATIONS INC	919.64
NBAZ - Warrant Clearing Account	Check	1115342	05/09/23	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE (AFLAC)	279.68
NBAZ - Warrant Clearing Account	Check	1115343	05/09/23	Accounts Payable	APACHE COUNTY FSA	679.73
NBAZ - Warrant Clearing Account	Check	1115344	05/09/23	Accounts Payable	APACHE COUNTY HSA	4,644.39
NBAZ - Warrant Clearing Account	Check	1115345	05/09/23	Accounts Payable	APACHE COUNTY MEDICAL	170,854.02
NBAZ - Warrant Clearing Account	Check	1115346	05/09/23	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	174,641.40
NBAZ - Warrant Clearing Account	Check	1115347	05/09/23	Accounts Payable	ASRS LEGACY EORP	10,075.98
NBAZ - Warrant Clearing Account	Check	1115348	05/09/23	Accounts Payable	AZ STATE RETIREMENT SYSTEM	133,327.34
NBAZ - Warrant Clearing Account	Check	1115349	05/09/23	Accounts Payable	CINCINNATI LIFE INS CO	10.00
NBAZ - Warrant Clearing Account	Check	1115350	05/09/23	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,139.10
NBAZ - Warrant Clearing Account	Check	1115351	05/09/23	Accounts Payable	CORP AOC DISABILITY	43.52
NBAZ - Warrant Clearing Account	Check	1115352	05/09/23	Accounts Payable	CORP DISABILITY	99.40
NBAZ - Warrant Clearing Account	Check	1115353	05/09/23	Accounts Payable	CORRECTIONS OFFICER RET PLAN	12,486.44
NBAZ - Warrant Clearing Account	Check	1115354	05/09/23	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	1,137.72
NBAZ - Warrant Clearing Account	Check	1115355	05/09/23	Accounts Payable	EODCRS DISABILITY	14.22
NBAZ - Warrant Clearing Account	Check	1115356	05/09/23	Accounts Payable	EORP LEGACY	2,777.35
NBAZ - Warrant Clearing Account	Check	1115357	05/09/23	Accounts Payable	INDIANA STATE CENTRAL COLLECTION UNIT (INSCCU)	173.34
NBAZ - Warrant Clearing Account	Check	1115358	05/09/23	Accounts Payable	NATIONWIDE	3,258.86
NBAZ - Warrant Clearing Account	Check	1115359	05/09/23	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	603.59
NBAZ - Warrant Clearing Account	Check	1115360	05/09/23	Accounts Payable	NATIONWIDE TRUST FSB	2,896.21
NBAZ - Warrant Clearing Account	Check	1115361	05/09/23	Accounts Payable	NEW MEXICO HUMAN SERVICES DEPT	162.00
NBAZ - Warrant Clearing Account	Check	1115362	05/09/23	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	14,035.08
NBAZ - Warrant Clearing Account	Check	1115363	05/09/23	Accounts Payable	PUBLIC SAFETY SHERIFF RET	11,066.26
NBAZ - Warrant Clearing Account	Check	1115364	05/09/23	Accounts Payable	RIO PUERCO ACRES	510.00
NBAZ - Warrant Clearing Account	Check	1115365	05/09/23	Accounts Payable	SECURITY BENEFIT GROUP	340.00
NBAZ - Warrant Clearing Account	Check	1115366	05/09/23	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,199.82
NBAZ - Warrant Clearing Account	Check	1115367	05/10/23	Accounts Payable	GENEVA L JACKSON	114.85
NBAZ - Warrant Clearing Account	Check	1115368	05/10/23	Accounts Payable	ALTON JOE SHEPHERD	511.51
NBAZ - Warrant Clearing Account	Check	1115369	05/16/23	Accounts Payable	4IMPRINT	793.82
NBAZ - Warrant Clearing Account	Check	1115370	05/16/23	Accounts Payable	ADLERHORST INTERNATIONAL LLC	382.51
NBAZ - Warrant Clearing Account	Check	1115371	05/16/23	Accounts Payable	ALPINE WATER AND SANITARY	162.22
NBAZ - Warrant Clearing Account	Check	1115372	05/16/23	Accounts Payable	ALSCO INC	457.19
NBAZ - Warrant Clearing Account	Check	1115373	05/16/23	Accounts Payable	AMAZON CAPITAL SERVICES INC	7,649.95
NBAZ - Warrant Clearing Account	Check	1115374	05/16/23	Accounts Payable	AMIGO CHRYSLER DODGE JEEP RAM	15,554.36
NBAZ - Warrant Clearing Account	Check	1115375	05/16/23	Accounts Payable	APACHE COUNTY	7.60
NBAZ - Warrant Clearing Account	Check	1115376	05/16/23	Accounts Payable	APACHE COUNTY 4-H LEADERS COUNCIL	1,000.00
NBAZ - Warrant Clearing Account	Check	1115377	05/16/23	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	43.82

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1115378	05/16/23	Accounts Payable	AT&T MOBILITY LLC (FIRSTNET)	91.54
NBAZ - Warrant Clearing Account	Check	1115379	05/16/23	Accounts Payable	AZ CONSTABLES ASSN	125.00
NBAZ - Warrant Clearing Account	Check	1115380	05/16/23	Accounts Payable	AZ DEPT OF HEALTH SERVICES	1,040.00
NBAZ - Warrant Clearing Account	Check	1115381	05/16/23	Accounts Payable	AZ NARCOTICS OFFICERS ASSN	1,800.00
NBAZ - Warrant Clearing Account	Check	1115382	05/16/23	Accounts Payable	AZ NARCOTICS OFFICERS ASSN	5,000.00
NBAZ - Warrant Clearing Account	Check	1115383	05/16/23	Accounts Payable	AZ SUPREME COURT	1,440.00
NBAZ - Warrant Clearing Account	Check	1115384	05/16/23	Accounts Payable	B&R TRUCKING	4,932.39
NBAZ - Warrant Clearing Account	Check	1115385	05/16/23	Accounts Payable	LUCINDA A BALOO	68.12
NBAZ - Warrant Clearing Account	Check	1115386	05/16/23	Accounts Payable	BASHAS' CORPORATE OFFICE	28.13
NBAZ - Warrant Clearing Account	Check	1115387	05/16/23	Accounts Payable	BASIN BROADCASTIN COMPANY INC - KNDN RADIO	660.00
NBAZ - Warrant Clearing Account	Check	1115388	05/16/23	Accounts Payable	BAUMAN HOME AND AUTO INC (CARQUEST)	1,196.32
NBAZ - Warrant Clearing Account	Check	1115389	05/16/23	Accounts Payable	SARAH MAE BEGAY	680.00
NBAZ - Warrant Clearing Account	Check	1115390	05/16/23	Accounts Payable	CAROLYN BENALLY	231.42
NBAZ - Warrant Clearing Account	Check	1115391	05/16/23	Accounts Payable	BLUE HILLS ENVIRONMENTAL	47,639.99
NBAZ - Warrant Clearing Account	Check	1115392	05/16/23	Accounts Payable	BLUE LINE TOWING	355.00
NBAZ - Warrant Clearing Account	Check	1115393	05/16/23	Accounts Payable	JAMES RALPH BOOTH	100.00
NBAZ - Warrant Clearing Account	Check	1115394	05/16/23	Accounts Payable	BREWER LAW OFFICE PLLC	8,500.00
NBAZ - Warrant Clearing Account	Check	1115395	05/16/23	Accounts Payable	DEVIN BROWN	437.00
NBAZ - Warrant Clearing Account	Check	1115396	05/16/23	Accounts Payable	BURNHAM MORTUARY	414.41
NBAZ - Warrant Clearing Account	Check	1115397	05/16/23	Accounts Payable	ALANA MARIE CASTILLO	1,065.47
NBAZ - Warrant Clearing Account	Check	1115398	05/16/23	Accounts Payable	FRANCISCO J CASTILLO	100.00
NBAZ - Warrant Clearing Account	Check	1115399	05/16/23	Accounts Payable	CENTRAL ARIZONA SUPPLY	239.65
NBAZ - Warrant Clearing Account	Check	1115400	05/16/23	Accounts Payable	CHAMPION FORD	278.97
NBAZ - Warrant Clearing Account	Check	1115401	05/16/23	Accounts Payable	CHARM-TEX	1,945.00
NBAZ - Warrant Clearing Account	Check	1115402	05/16/23	Accounts Payable	KIMBERLY LOUISE COLE	161.85
NBAZ - Warrant Clearing Account	Check	1115403	05/16/23	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	229.28
NBAZ - Warrant Clearing Account	Check	1115404	05/16/23	Accounts Payable	CONTINUANT INC	1,237.16
NBAZ - Warrant Clearing Account	Check	1115405	05/16/23	Accounts Payable	COURTESY AUTO OF MESA LLC	1,013.47
NBAZ - Warrant Clearing Account	Check	1115406	05/16/23	Accounts Payable	COURTYARD BY MARRIOTT WRIGLEYVILLE WEST	151.98
NBAZ - Warrant Clearing Account	Check	1115407	05/16/23	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	107.47
NBAZ - Warrant Clearing Account	Check	1115408	05/16/23	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	633.09
NBAZ - Warrant Clearing Account	Check	1115409	05/16/23	Accounts Payable	NICOLE CURLEY	90.80
NBAZ - Warrant Clearing Account	Check	1115410	05/16/23	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	322.71
NBAZ - Warrant Clearing Account	Check	1115411	05/16/23	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	203.17
NBAZ - Warrant Clearing Account	Check	1115412	05/16/23	Accounts Payable	CECILIA DIAZ	6,275.75
NBAZ - Warrant Clearing Account	Check	1115413	05/16/23	Accounts Payable	DITTY'S PIZZA AND PIE	92.21
NBAZ - Warrant Clearing Account	Check	1115414	05/16/23	Accounts Payable	ELECTION SYSTEMS AND SOFTWARE	47,436.73
NBAZ - Warrant Clearing Account	Check	1115415	05/16/23	Accounts Payable	EMPIRE MACHINERY	4,065.85

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1115416	05/16/23	Accounts Payable	EPIC MOTORSPORTS CORP	3,559.92
NBAZ - Warrant Clearing Account	Check	1115417	05/16/23	Accounts Payable	EXCEL HOSE LLC	279.75
NBAZ - Warrant Clearing Account	Check	1115418	05/16/23	Accounts Payable	FEDEX - FEDERAL EXPRESS CORPORATION	28.90
NBAZ - Warrant Clearing Account	Check	1115419	05/16/23	Accounts Payable	MATTHEW G FISH	153.27
NBAZ - Warrant Clearing Account	Check	1115420	05/16/23	Accounts Payable	FLEET PRIDE	34.31
NBAZ - Warrant Clearing Account	Check	1115421	05/16/23	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	277.93
NBAZ - Warrant Clearing Account	Check	1115422	05/16/23	Accounts Payable	FRONTIER	100.56
NBAZ - Warrant Clearing Account	Check	1115423	05/16/23	Accounts Payable	GALL'S INC	101.23
NBAZ - Warrant Clearing Account	Check	1115424	05/16/23	Accounts Payable	GALLUP CUSTOM TINTING	670.71
NBAZ - Warrant Clearing Account	Check	1115425	05/16/23	Accounts Payable	GALLUP LUMBER & SUPPLY	143.96
NBAZ - Warrant Clearing Account	Check	1115426	05/16/23	Accounts Payable	GALLUP WATER WORKS	30.50
NBAZ - Warrant Clearing Account	Check	1115427	05/16/23	Accounts Payable	GABRIEL C GARCIA	110.00
NBAZ - Warrant Clearing Account	Check	1115428	05/16/23	Accounts Payable	GK INVESTIGATIONS	212.00
NBAZ - Warrant Clearing Account	Check	1115429	05/16/23	Accounts Payable	GRAND CANYON CHAPTER OF THE INTERNATIONAL CODE COU	235.00
NBAZ - Warrant Clearing Account	Check	1115430	05/16/23	Accounts Payable	DARYL GREER	158.31
NBAZ - Warrant Clearing Account	Check	1115431	05/16/23	Accounts Payable	GREER COMMUNITY FACILITIES	935.54
NBAZ - Warrant Clearing Account	Check	1115432	05/16/23	Accounts Payable	HAMBLIN LAW OFFICE PLC	8,500.00
NBAZ - Warrant Clearing Account	Check	1115433	05/16/23	Accounts Payable	ROSCOE GEORGE HERRERA	62.00
NBAZ - Warrant Clearing Account	Check	1115434	05/16/23	Accounts Payable	HILL AZ GROCERY STORE	541.77
NBAZ - Warrant Clearing Account	Check	1115435	05/16/23	Accounts Payable	HILLYARD/FLAGSTAFF	126.30
NBAZ - Warrant Clearing Account	Check	1115436	05/16/23	Accounts Payable	HOME DEPOT	696.13
NBAZ - Warrant Clearing Account	Check	1115437	05/16/23	Accounts Payable	BRIAN HOUNSHELL	97.08
NBAZ - Warrant Clearing Account	Check	1115438	05/16/23	Accounts Payable	HOUSTON BARRICADE & SUPPLY LLC	24,695.90
NBAZ - Warrant Clearing Account	Check	1115439	05/16/23	Accounts Payable	INGRAM LIBRARY SERVICES	10,144.43
NBAZ - Warrant Clearing Account	Check	1115440	05/16/23	Accounts Payable	JAMES KEMP THIN BLUE LINE LANDSCAPING	10,488.00
NBAZ - Warrant Clearing Account	Check	1115441	05/16/23	Accounts Payable	TYRON JENSEN	468.67
NBAZ - Warrant Clearing Account	Check	1115442	05/16/23	Accounts Payable	STEPHEN W KIZER	8.53
NBAZ - Warrant Clearing Account	Check	1115443	05/16/23	Accounts Payable	LIVCO WATER & SEWER COMPANY	28.16
NBAZ - Warrant Clearing Account	Check	1115444	05/16/23	Accounts Payable	LOWES #24	454.36
NBAZ - Warrant Clearing Account	Check	1115445	05/16/23	Accounts Payable	MELISSA MEEKS	127.10
NBAZ - Warrant Clearing Account	Check	1115446	05/16/23	Accounts Payable	MH CONSULTING & PROJECT MANAGEMENT LLC	549.78
NBAZ - Warrant Clearing Account	Check	1115447	05/16/23	Accounts Payable	MISSION UNIFORM & LINEN	275.56
NBAZ - Warrant Clearing Account	Check	1115448	05/16/23	Accounts Payable	MONNIT CORPORATION	20.00
NBAZ - Warrant Clearing Account	Check	1115449	05/16/23	Accounts Payable	DIANA M MORGAN	271.17
NBAZ - Warrant Clearing Account	Check	1115450	05/16/23	Accounts Payable	NAVAJO SANITATION INC	461.10
NBAZ - Warrant Clearing Account	Check	1115451	05/16/23	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	1,106.36
NBAZ - Warrant Clearing Account	Check	1115452	05/16/23	Accounts Payable	NAVAJO WESTERNERS	141.39
NBAZ - Warrant Clearing Account	Check	1115453	05/16/23	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	19,244.22

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1115454	05/16/23	Accounts Payable	KEIRSTEN NIELSEN	7,608.00
NBAZ - Warrant Clearing Account	Check	1115455	05/16/23	Accounts Payable	NORTH WEST NEW MEXICO REGIONAL SOLID WASTE AUTHORI	171.12
NBAZ - Warrant Clearing Account	Check	1115456	05/16/23	Accounts Payable	O'REILLY AUTO PARTS	233.73
NBAZ - Warrant Clearing Account	Check	1115457	05/16/23	Accounts Payable	PACIFIC PONDEROSA CO INC	4,278.78
NBAZ - Warrant Clearing Account	Check	1115458	05/16/23	Accounts Payable	DANA BRYCE PATTERSON	8,500.00
NBAZ - Warrant Clearing Account	Check	1115459	05/16/23	Accounts Payable	DENNIELLE PATTERSON	74.46
NBAZ - Warrant Clearing Account	Check	1115460	05/16/23	Accounts Payable	RYAN N PATTERSON	346.85
NBAZ - Warrant Clearing Account	Check	1115461	05/16/23	Accounts Payable	PERFECT PRINTZ LLC	475.25
NBAZ - Warrant Clearing Account	Check	1115462	05/16/23	Accounts Payable	PIMA COUNTY MEDICAL	5,000.00
NBAZ - Warrant Clearing Account	Check	1115463	05/16/23	Accounts Payable	QUILL CORP	4,240.14
NBAZ - Warrant Clearing Account	Check	1115464	05/16/23	Accounts Payable	R JOHN R JOHN LEE ATTORNEY AT LAW	8,500.00
NBAZ - Warrant Clearing Account	Check	1115465	05/16/23	Accounts Payable	RELIABLE BACKGROUND SCREENING	1,521.80
NBAZ - Warrant Clearing Account	Check	1115466	05/16/23	Accounts Payable	RHINEHART OIL CO	23,254.38
NBAZ - Warrant Clearing Account	Check	1115467	05/16/23	Accounts Payable	RICOH USA INC	27.10
NBAZ - Warrant Clearing Account	Check	1115468	05/16/23	Accounts Payable	RIGG LAW FIRM PLLC	208.00
NBAZ - Warrant Clearing Account	Check	1115469	05/16/23	Accounts Payable	CAROL A ROBERTS	24.62
NBAZ - Warrant Clearing Account	Check	1115470	05/16/23	Accounts Payable	ROUND VALLEY UNIFIED SCHOOLS	458.00
NBAZ - Warrant Clearing Account	Check	1115471	05/16/23	Accounts Payable	RUSH TRUCK CENTER	696.89
NBAZ - Warrant Clearing Account	Check	1115472	05/16/23	Accounts Payable	SAFE LIFE DEFENSE, LLC	7,654.03
NBAZ - Warrant Clearing Account	Check	1115473	05/16/23	Accounts Payable	SAFELITE AUTO GLASS	1,097.90
NBAZ - Warrant Clearing Account	Check	1115474	05/16/23	Accounts Payable	SAFETY KLEEN	131.63
NBAZ - Warrant Clearing Account	Check	1115475	05/16/23	Accounts Payable	SAFEGWAY INC	124.99
NBAZ - Warrant Clearing Account	Check	1115476	05/16/23	Accounts Payable	SANDERS UNIFIED SCHOOL DISTRICT	350.00
NBAZ - Warrant Clearing Account	Check	1115477	05/16/23	Accounts Payable	SECURUS TECHNOLOGIES INC	2,089.61
NBAZ - Warrant Clearing Account	Check	1115478	05/16/23	Accounts Payable	SENTRY WELDING SUPPLY LLC	114.94
NBAZ - Warrant Clearing Account	Check	1115479	05/16/23	Accounts Payable	ALTON JOE SHEPHERD	509.64
NBAZ - Warrant Clearing Account	Check	1115480	05/16/23	Accounts Payable	RANDY SHERLOCK	37.00
NBAZ - Warrant Clearing Account	Check	1115481	05/16/23	Accounts Payable	JOE SHIRLEY JR	72.61
NBAZ - Warrant Clearing Account	Check	1115482	05/16/23	Accounts Payable	SIERRA PROPANE	1,353.93
NBAZ - Warrant Clearing Account	Check	1115483	05/16/23	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	549.60
NBAZ - Warrant Clearing Account	Check	1115484	05/16/23	Accounts Payable	SMITH BAGLEY INC DBA CELLULAR ONE NE AZ	192.05
NBAZ - Warrant Clearing Account	Check	1115485	05/16/23	Accounts Payable	SNAP-ON INDUSTRIAL	6,675.08
NBAZ - Warrant Clearing Account	Check	1115486	05/16/23	Accounts Payable	SOUTHERN TIRE MART LLC	1,844.12
NBAZ - Warrant Clearing Account	Check	1115487	05/16/23	Accounts Payable	SPARKLETTS WATER	456.16
NBAZ - Warrant Clearing Account	Check	1115488	05/16/23	Accounts Payable	SPRINGERVILLE AUTO WRECKERS	180.00
NBAZ - Warrant Clearing Account	Check	1115489	05/16/23	Accounts Payable	ST JOHNS EMERGENCY SERVICES	1,186.98
NBAZ - Warrant Clearing Account	Check	1115490	05/16/23	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	612.45
NBAZ - Warrant Clearing Account	Check	1115491	05/16/23	Accounts Payable	STANLEY ACCESS TECHNOLOGIES LLC	609.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1115492	05/16/23	Accounts Payable	JARED HEATH STITES	60.01
NBAZ - Warrant Clearing Account	Check	1115493	05/16/23	Accounts Payable	SUMMIT HEALTHCARE ASSOCIATION INC	1,388.27
NBAZ - Warrant Clearing Account	Check	1115494	05/16/23	Accounts Payable	SUMMIT HEALTHCARE MEDICAL ASSOCIATES	3,400.00
NBAZ - Warrant Clearing Account	Check	1115495	05/16/23	Accounts Payable	SUTTON WEED & PEST CONTROL	375.00
NBAZ - Warrant Clearing Account	Check	1115496	05/16/23	Accounts Payable	THE GUIDANCE CENTER	1,000.00
NBAZ - Warrant Clearing Account	Check	1115497	05/16/23	Accounts Payable	THE ZICKERMAN LAW OFFICE PLLC	845.00
NBAZ - Warrant Clearing Account	Check	1115498	05/16/23	Accounts Payable	THOMSON REUTERS WEST	1,300.99
NBAZ - Warrant Clearing Account	Check	1115499	05/16/23	Accounts Payable	TOWN OF EAGAR	131.06
NBAZ - Warrant Clearing Account	Check	1115500	05/16/23	Accounts Payable	TOWN OF SPRINGERVILLE	202.20
NBAZ - Warrant Clearing Account	Check	1115501	05/16/23	Accounts Payable	TRANE US INC	8,794.00
NBAZ - Warrant Clearing Account	Check	1115502	05/16/23	Accounts Payable	TRIPLE R FUELS	91.76
NBAZ - Warrant Clearing Account	Check	1115503	05/16/23	Accounts Payable	W JEFFORY UDALL	24.90
NBAZ - Warrant Clearing Account	Check	1115504	05/16/23	Accounts Payable	UNITED PARCEL SERVICE	4.82
NBAZ - Warrant Clearing Account	Check	1115505	05/16/23	Accounts Payable	US POSTMASTER	252.00
NBAZ - Warrant Clearing Account	Check	1115506	05/16/23	Accounts Payable	VERIZON WIRELESS	1,373.73
NBAZ - Warrant Clearing Account	Check	1115507	05/16/23	Accounts Payable	CHRISTINE WAUNKA	199.04
NBAZ - Warrant Clearing Account	Check	1115508	05/16/23	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	2,252.14
NBAZ - Warrant Clearing Account	Check	1115509	05/16/23	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	3,203.44
NBAZ - Warrant Clearing Account	Check	1115510	05/16/23	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	528.59
NBAZ - Warrant Clearing Account	Check	1115511	05/16/23	Accounts Payable	YAZZIE'S AUTO PARTS INC	2,371.10
NBAZ - Warrant Clearing Account	Check	1115512	05/18/23	Accounts Payable	AMIGO CHRYSLER DODGE JEEP RAM	1,696.34
NBAZ - Warrant Clearing Account	Check	1115513	05/18/23	Accounts Payable	AMIGO CHRYSLER DODGE JEEP RAM	92.00
NBAZ - Warrant Clearing Account	Check	1115514	05/18/23	Accounts Payable	BLUE HILLS ENVIRONMENTAL	1,100.48
NBAZ - Warrant Clearing Account	Check	1115515	05/18/23	Accounts Payable	CELESTE ROBERTSON	178.00
NBAZ - Warrant Clearing Account	Check	1115516	05/22/23	Accounts Payable	US POSTMASTER	79,999.88
NBAZ - Warrant Clearing Account	Check	1115517	05/23/23	Accounts Payable	LARRY H MILLER FORD MESA	1,030.00
NBAZ - Warrant Clearing Account	Check	1115518	05/23/23	Accounts Payable	A TOW TO THE RESCUE & RECOVERY	4,086.00
NBAZ - Warrant Clearing Account	Check	1115519	05/23/23	Accounts Payable	ADVANCED AIR SYSTEMS LLC	791.20
NBAZ - Warrant Clearing Account	Check	1115520	05/23/23	Accounts Payable	ALLEGRA	555.55
NBAZ - Warrant Clearing Account	Check	1115521	05/23/23	Accounts Payable	ALSCO INC	8,187.79
NBAZ - Warrant Clearing Account	Check	1115522	05/23/23	Accounts Payable	AMAZON CAPITAL SERVICES INC	81.43
NBAZ - Warrant Clearing Account	Check	1115523	05/23/23	Accounts Payable	AMIGO CHRYSLER DODGE JEEP RAM	4,893.00
NBAZ - Warrant Clearing Account	Check	1115524	05/23/23	Accounts Payable	APACHE COUNTY YOUTH COUNCIL	32.20
NBAZ - Warrant Clearing Account	Check	1115525	05/23/23	Accounts Payable	TAMARA WILHELM APPELGATE	272.78
NBAZ - Warrant Clearing Account	Check	1115526	05/23/23	Accounts Payable	ASHTONS REPAIR INC	3,421.01
NBAZ - Warrant Clearing Account	Check	1115527	05/23/23	Accounts Payable	AT&T MOBILITY LLC (FIRSTNET)	235.00
NBAZ - Warrant Clearing Account	Check	1115528	05/23/23	Accounts Payable	AZ SUPREME COURT	10,495.22
NBAZ - Warrant Clearing Account	Check	1115529	05/23/23	Accounts Payable	B&R TRUCKING	3.00
NBAZ - Warrant Clearing Account	Check	1115529	05/23/23	Accounts Payable	YOLANDA BALDWIN	3.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1115530	05/23/23	Accounts Payable	LUCINDA A BALOO	511.30
NBAZ - Warrant Clearing Account	Check	1115531	05/23/23	Accounts Payable	BAUMAN HOME AND AUTO INC (CARQUEST)	1,107.43
NBAZ - Warrant Clearing Account	Check	1115532	05/23/23	Accounts Payable	BCB INVESTMENTS	400.21
NBAZ - Warrant Clearing Account	Check	1115533	05/23/23	Accounts Payable	BEACON FIRE AND SECURITY LLC	607.21
NBAZ - Warrant Clearing Account	Check	1115534	05/23/23	Accounts Payable	SARAH MAE BEGAY	295.00
NBAZ - Warrant Clearing Account	Check	1115535	05/23/23	Accounts Payable	JIMICA LYNN BIGMAN	472.01
NBAZ - Warrant Clearing Account	Check	1115536	05/23/23	Accounts Payable	BLUE HILLS ENVIRONMENTAL	2,579.14
NBAZ - Warrant Clearing Account	Check	1115537	05/23/23	Accounts Payable	BOB BARKER COMPANY INC	1,867.13
NBAZ - Warrant Clearing Account	Check	1115538	05/23/23	Accounts Payable	BOOT BARN	243.95
NBAZ - Warrant Clearing Account	Check	1115539	05/23/23	Accounts Payable	DEVIN BROWN	210.52
NBAZ - Warrant Clearing Account	Check	1115540	05/23/23	Accounts Payable	BURNHAM MORTUARY	1,000.00
NBAZ - Warrant Clearing Account	Check	1115541	05/23/23	Accounts Payable	BURNHAM MORTUARY	414.41
NBAZ - Warrant Clearing Account	Check	1115542	05/23/23	Accounts Payable	C&I SHOW HARDWARE & SECURITY SYSTEMS INC	267.72
NBAZ - Warrant Clearing Account	Check	1115543	05/23/23	Accounts Payable	JESUS N CASTILLO	175.00
NBAZ - Warrant Clearing Account	Check	1115544	05/23/23	Accounts Payable	CENTRAL ARIZONA SUPPLY	15.60
NBAZ - Warrant Clearing Account	Check	1115545	05/23/23	Accounts Payable	CHALMERS FORD INC	20,074.11
NBAZ - Warrant Clearing Account	Check	1115546	05/23/23	Accounts Payable	CHAMPION FORD	1,536.89
NBAZ - Warrant Clearing Account	Check	1115547	05/23/23	Accounts Payable	GARY ALAN CIMINSKI	539.36
NBAZ - Warrant Clearing Account	Check	1115548	05/23/23	Accounts Payable	John Lucas COMMUNITY BROADBAND ADVOCATES LLC	9,786.06
NBAZ - Warrant Clearing Account	Check	1115549	05/23/23	Accounts Payable	CORRECTCARE INTEGRATED HEALTH INC	60.00
NBAZ - Warrant Clearing Account	Check	1115550	05/23/23	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	272.26
NBAZ - Warrant Clearing Account	Check	1115551	05/23/23	Accounts Payable	JOSHUA T CURTIS	254.00
NBAZ - Warrant Clearing Account	Check	1115552	05/23/23	Accounts Payable	DAY CUSTOMS AUTOMOTIVE	165.83
NBAZ - Warrant Clearing Account	Check	1115553	05/23/23	Accounts Payable	CECILIA DIAZ	455.64
NBAZ - Warrant Clearing Account	Check	1115554	05/23/23	Accounts Payable	DISH NETWORK	212.83
NBAZ - Warrant Clearing Account	Check	1115555	05/23/23	Accounts Payable	ROXANNE M DRYE	169.27
NBAZ - Warrant Clearing Account	Check	1115556	05/23/23	Accounts Payable	ENCYCLOPAEDIA BRITANNICA INC	506.76
NBAZ - Warrant Clearing Account	Check	1115557	05/23/23	Accounts Payable	FLEET PRIDE	858.05
NBAZ - Warrant Clearing Account	Check	1115558	05/23/23	Accounts Payable	FRONTIER	4,222.70
NBAZ - Warrant Clearing Account	Check	1115559	05/23/23	Accounts Payable	FRONTIER	141.09
NBAZ - Warrant Clearing Account	Check	1115560	05/23/23	Accounts Payable	FRONTIER	58.36
NBAZ - Warrant Clearing Account	Check	1115561	05/23/23	Accounts Payable	FRONTIER	92.30
NBAZ - Warrant Clearing Account	Check	1115562	05/23/23	Accounts Payable	FRONTIER	1,791.03
NBAZ - Warrant Clearing Account	Check	1115563	05/23/23	Accounts Payable	FRONTIER	94.57
NBAZ - Warrant Clearing Account	Check	1115564	05/23/23	Accounts Payable	FRONTIER	93.09
NBAZ - Warrant Clearing Account	Check	1115565	05/23/23	Accounts Payable	FRONTIER	1,430.30
NBAZ - Warrant Clearing Account	Check	1115566	05/23/23	Accounts Payable	FRONTIER	201.99
NBAZ - Warrant Clearing Account	Check	1115567	05/23/23	Accounts Payable	FRONTIER	142.48

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1115568	05/23/23	Accounts Payable	FRONTIER	95.26
NBAZ - Warrant Clearing Account	Check	1115569	05/23/23	Accounts Payable	FRONTIER	207.38
NBAZ - Warrant Clearing Account	Check	1115570	05/23/23	Accounts Payable	FRONTIER	205.93
NBAZ - Warrant Clearing Account	Check	1115571	05/23/23	Accounts Payable	FRONTIER	92.30
NBAZ - Warrant Clearing Account	Check	1115572	05/23/23	Accounts Payable	FRONTIER	217.14
NBAZ - Warrant Clearing Account	Check	1115573	05/23/23	Accounts Payable	RUBEN C GARCIA JR.	35.97
NBAZ - Warrant Clearing Account	Check	1115574	05/23/23	Accounts Payable	GLAXO SMITHKLINE PHARMACY	5,483.09
NBAZ - Warrant Clearing Account	Check	1115575	05/23/23	Accounts Payable	BARBARA J GOMEZ	169.27
NBAZ - Warrant Clearing Account	Check	1115576	05/23/23	Accounts Payable	DARYL GREER	142.97
NBAZ - Warrant Clearing Account	Check	1115577	05/23/23	Accounts Payable	JEFFREY LAWRENCE GUISO	255.00
NBAZ - Warrant Clearing Account	Check	1115578	05/23/23	Accounts Payable	JESSICA ANN HAMBLIN	53.28
NBAZ - Warrant Clearing Account	Check	1115579	05/23/23	Accounts Payable	KLINT HEAP	118.30
NBAZ - Warrant Clearing Account	Check	1115580	05/23/23	Accounts Payable	ROSCOE GEORGE HERRERA	128.00
NBAZ - Warrant Clearing Account	Check	1115581	05/23/23	Accounts Payable	HILL AZ GROCERY STORE	313.46
NBAZ - Warrant Clearing Account	Check	1115582	05/23/23	Accounts Payable	HILLYARD/FLAGSTAFF	126.30
NBAZ - Warrant Clearing Account	Check	1115583	05/23/23	Accounts Payable	HOME DEPOT	1,204.01
NBAZ - Warrant Clearing Account	Check	1115584	05/23/23	Accounts Payable	HOMETOWN AUTO DETAILING	80.00
NBAZ - Warrant Clearing Account	Check	1115585	05/23/23	Accounts Payable	LETA HONNIE	176.86
NBAZ - Warrant Clearing Account	Check	1115586	05/23/23	Accounts Payable	BRIAN HOUNSHELL	59.96
NBAZ - Warrant Clearing Account	Check	1115587	05/23/23	Accounts Payable	HP2 INC	2,810.85
NBAZ - Warrant Clearing Account	Check	1115588	05/23/23	Accounts Payable	J & J SIGNS AND DESIGNS	1,210.00
NBAZ - Warrant Clearing Account	Check	1115589	05/23/23	Accounts Payable	JAIME HULSEY	1,598.32
NBAZ - Warrant Clearing Account	Check	1115590	05/23/23	Accounts Payable	TYRON JENSEN	36.52
NBAZ - Warrant Clearing Account	Check	1115591	05/23/23	Accounts Payable	KTNN RADIO STATION	2,862.00
NBAZ - Warrant Clearing Account	Check	1115592	05/23/23	Accounts Payable	MICHAEL LATHAM	64.30
NBAZ - Warrant Clearing Account	Check	1115593	05/23/23	Accounts Payable	LSQ GROUP HOLDINGS LLC	3,618.49
NBAZ - Warrant Clearing Account	Check	1115594	05/23/23	Accounts Payable	ANNE T MACGREGOR	35.50
NBAZ - Warrant Clearing Account	Check	1115595	05/23/23	Accounts Payable	MICKEY S MARTIN	175.00
NBAZ - Warrant Clearing Account	Check	1115596	05/23/23	Accounts Payable	CHRIS MCCARTHY	169.85
NBAZ - Warrant Clearing Account	Check	1115597	05/23/23	Accounts Payable	MCKESSON MEDICAL SURGICAL	652.17
NBAZ - Warrant Clearing Account	Check	1115598	05/23/23	Accounts Payable	ERIC MCNEIL	425.00
NBAZ - Warrant Clearing Account	Check	1115599	05/23/23	Accounts Payable	REITA MOORE	44.70
NBAZ - Warrant Clearing Account	Check	1115600	05/23/23	Accounts Payable	NAPA	101.77
NBAZ - Warrant Clearing Account	Check	1115601	05/23/23	Accounts Payable	NAVAJO SANITATION INC	74.20
NBAZ - Warrant Clearing Account	Check	1115602	05/23/23	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	1,645.12
NBAZ - Warrant Clearing Account	Check	1115603	05/23/23	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	5,105.97
NBAZ - Warrant Clearing Account	Check	1115604	05/23/23	Accounts Payable	NAVAJO WESTERNERS	650.50
NBAZ - Warrant Clearing Account	Check	1115605	05/23/23	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	4,886.18

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1115606	05/23/23	Accounts Payable	KEIRSTEN NIELSEN	41.52
NBAZ - Warrant Clearing Account	Check	1115607	05/23/23	Accounts Payable	NORTHEASTERN ANESTHESIA PLLC	1,500.00
NBAZ - Warrant Clearing Account	Check	1115608	05/23/23	Accounts Payable	O'REILLY AUTO PARTS	613.26
NBAZ - Warrant Clearing Account	Check	1115609	05/23/23	Accounts Payable	OCCUPATIONAL SAFETY SERVICES	421.00
NBAZ - Warrant Clearing Account	Check	1115610	05/23/23	Accounts Payable	OFFICE DEPOT	29.41
NBAZ - Warrant Clearing Account	Check	1115611	05/23/23	Accounts Payable	OVERDRIVE INC	1,534.92
NBAZ - Warrant Clearing Account	Check	1115612	05/23/23	Accounts Payable	TOBIE KLIESSEN OVERSON	454.80
NBAZ - Warrant Clearing Account	Check	1115613	05/23/23	Accounts Payable	DENNIELLE PATTERSON	67.93
NBAZ - Warrant Clearing Account	Check	1115614	05/23/23	Accounts Payable	PCLIQUIDATIONS.COM	2,209.62
NBAZ - Warrant Clearing Account	Check	1115615	05/23/23	Accounts Payable	PERFECT PRINTZ LLC	108.09
NBAZ - Warrant Clearing Account	Check	1115616	05/23/23	Accounts Payable	PINAL COUNTY ARIZONA	10,410.00
NBAZ - Warrant Clearing Account	Check	1115617	05/23/23	Accounts Payable	PREMIUM PROPANE LLC	1,377.85
NBAZ - Warrant Clearing Account	Check	1115618	05/23/23	Accounts Payable	QUILL CORP	4,500.99
NBAZ - Warrant Clearing Account	Check	1115619	05/23/23	Accounts Payable	REDW LLC	15,150.00
NBAZ - Warrant Clearing Account	Check	1115620	05/23/23	Accounts Payable	RHINEHART OIL CO	35.72
NBAZ - Warrant Clearing Account	Check	1115621	05/23/23	Accounts Payable	ROBERTS TIRE SALES INC	1,200.00
NBAZ - Warrant Clearing Account	Check	1115622	05/23/23	Accounts Payable	RUSTIC HOMES LLC	750.00
NBAZ - Warrant Clearing Account	Check	1115623	05/23/23	Accounts Payable	SANOFI PASTEUR INC	12,750.19
NBAZ - Warrant Clearing Account	Check	1115624	05/23/23	Accounts Payable	SECURUS TECHNOLOGIES INC	1,989.74
NBAZ - Warrant Clearing Account	Check	1115625	05/23/23	Accounts Payable	ALTON JOE SHEPHERD	494.52
NBAZ - Warrant Clearing Account	Check	1115626	05/23/23	Accounts Payable	SIERRA PROPANE	1,712.44
NBAZ - Warrant Clearing Account	Check	1115627	05/23/23	Accounts Payable	AMANDA NICHOLE SIMMONS	169.27
NBAZ - Warrant Clearing Account	Check	1115628	05/23/23	Accounts Payable	SMITH BAGLEY INC DBA CELLULAR ONE NE AZ	93.89
NBAZ - Warrant Clearing Account	Check	1115629	05/23/23	Accounts Payable	SOUTH FORK PROPERT LLP	4,500.00
NBAZ - Warrant Clearing Account	Check	1115630	05/23/23	Accounts Payable	SPARKLETTS WATER	16.78
NBAZ - Warrant Clearing Account	Check	1115631	05/23/23	Accounts Payable	ST JOHNS EMERGENCY SERVICES	1,443.49
NBAZ - Warrant Clearing Account	Check	1115632	05/23/23	Accounts Payable	SUMMIT HEALTHCARE ASSOCIATION INC	852.90
NBAZ - Warrant Clearing Account	Check	1115633	05/23/23	Accounts Payable	THE POUR STATION	112.74
NBAZ - Warrant Clearing Account	Check	1115634	05/23/23	Accounts Payable	JESSE THOMAS	95.83
NBAZ - Warrant Clearing Account	Check	1115635	05/23/23	Accounts Payable	TOWN OF EAGAR	104.35
NBAZ - Warrant Clearing Account	Check	1115636	05/23/23	Accounts Payable	TREAD MASTERS TIRE & LUBE	59.61
NBAZ - Warrant Clearing Account	Check	1115637	05/23/23	Accounts Payable	TRIPLE R FUELS	432.44
NBAZ - Warrant Clearing Account	Check	1115638	05/23/23	Accounts Payable	W JEFFORY UDALL	23.58
NBAZ - Warrant Clearing Account	Check	1115639	05/23/23	Accounts Payable	VALLEY IMAGING SOLUTIONS	138.97
NBAZ - Warrant Clearing Account	Check	1115640	05/23/23	Accounts Payable	VERIZON WIRELESS	1,358.14
NBAZ - Warrant Clearing Account	Check	1115641	05/23/23	Accounts Payable	ALICE JO WEBB	36.33
NBAZ - Warrant Clearing Account	Check	1115642	05/23/23	Accounts Payable	GLENDIA MAE WHEELER	300.00
NBAZ - Warrant Clearing Account	Check	1115643	05/23/23	Accounts Payable	WHITE MOUNTAIN AMBULANCE SERVICE INC	375.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1115644	05/23/23	Accounts Payable	WHITE MOUNTAIN RADIOLOGY	271.49
NBAZ - Warrant Clearing Account	Check	1115645	05/23/23	Accounts Payable	JOYCLYNN WHITING	2,696.34
NBAZ - Warrant Clearing Account	Check	1115646	05/23/23	Accounts Payable	MICHAEL B WHITING	25.29
NBAZ - Warrant Clearing Account	Check	1115647	05/23/23	Accounts Payable	WILLIAMS PLUMBING AND GALLUP PUMPING SERVICE	60.00
NBAZ - Warrant Clearing Account	Check	1115648	05/23/23	Accounts Payable	ANTONIA WOOD	202.75
NBAZ - Warrant Clearing Account	Check	1115649	05/23/23	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	896.74
NBAZ - Warrant Clearing Account	Check	1115650	05/23/23	Accounts Payable	YAZZIE'S AUTO PARTS INC	1,174.01
NBAZ - Warrant Clearing Account	Check	1115651	05/23/23	Accounts Payable	MARTY ARMIJO	366.00
NBAZ - Warrant Clearing Account	Check	1115652	05/23/23	Accounts Payable	TRAVIS ARMIJO	366.00
NBAZ - Warrant Clearing Account	Check	1115653	05/23/23	Accounts Payable	Delores Finegold	366.00
NBAZ - Warrant Clearing Account	Check	1115676	05/23/23	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE (AFLAC)	279.68
NBAZ - Warrant Clearing Account	Check	1115677	05/23/23	Accounts Payable	APACHE COUNTY FSA	679.73
NBAZ - Warrant Clearing Account	Check	1115678	05/23/23	Accounts Payable	APACHE COUNTY HSA	5,219.39
NBAZ - Warrant Clearing Account	Check	1115679	05/23/23	Accounts Payable	APACHE COUNTY MEDICAL	172,033.74
NBAZ - Warrant Clearing Account	Check	1115680	05/23/23	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	160,069.64
NBAZ - Warrant Clearing Account	Check	1115681	05/23/23	Accounts Payable	ASRS LEGACY EORP	10,075.98
NBAZ - Warrant Clearing Account	Check	1115682	05/23/23	Accounts Payable	AZ STATE RETIREMENT SYSTEM	126,337.35
NBAZ - Warrant Clearing Account	Check	1115683	05/23/23	Accounts Payable	CININNATI LIFE INS CO	10.00
NBAZ - Warrant Clearing Account	Check	1115684	05/23/23	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,040.07
NBAZ - Warrant Clearing Account	Check	1115685	05/23/23	Accounts Payable	CORP AOC DISABILITY	43.52
NBAZ - Warrant Clearing Account	Check	1115686	05/23/23	Accounts Payable	CORP DISABILITY	99.40
NBAZ - Warrant Clearing Account	Check	1115687	05/23/23	Accounts Payable	CORRECTIONS OFFICER RET PLAN	12,509.20
NBAZ - Warrant Clearing Account	Check	1115688	05/23/23	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	1,137.72
NBAZ - Warrant Clearing Account	Check	1115689	05/23/23	Accounts Payable	EODCRS DISABILITY	14.22
NBAZ - Warrant Clearing Account	Check	1115690	05/23/23	Accounts Payable	EORP LEGACY	2,777.35
NBAZ - Warrant Clearing Account	Check	1115691	05/23/23	Accounts Payable	INDIANA STATE CENTRAL COLLECTION UNIT (INSCCU)	173.34
NBAZ - Warrant Clearing Account	Check	1115692	05/23/23	Accounts Payable	NATIONWIDE	3,258.86
NBAZ - Warrant Clearing Account	Check	1115693	05/23/23	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	603.59
NBAZ - Warrant Clearing Account	Check	1115694	05/23/23	Accounts Payable	NATIONWIDE TRUST FSB	2,896.21
NBAZ - Warrant Clearing Account	Check	1115695	05/23/23	Accounts Payable	NEW MEXICO HUMAN SERVICES DEPT	162.00
NBAZ - Warrant Clearing Account	Check	1115696	05/23/23	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	14,035.08
NBAZ - Warrant Clearing Account	Check	1115697	05/23/23	Accounts Payable	PUBLIC SAFETY SHERIFF RET	10,392.43
NBAZ - Warrant Clearing Account	Check	1115698	05/23/23	Accounts Payable	RIO PUERCO ACRES	510.00
NBAZ - Warrant Clearing Account	Check	1115699	05/23/23	Accounts Payable	SECURITY BENEFIT GROUP	340.00
NBAZ - Warrant Clearing Account	Check	1115700	05/23/23	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,047.32
NBAZ - Warrant Clearing Account	Check	1115701	05/25/23	Accounts Payable	CONDITIONED RESPONSE TRAINING	2,843.73
NBAZ - Warrant Clearing Account	Check	1115702	05/25/23	Accounts Payable	BO HOUNSHELL	2,100.00
NBAZ - Warrant Clearing Account	Check	1115703	05/25/23	Accounts Payable	LORIE KNOBBE	4,500.00

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

APACHE COUNTY BOARD OF SUPERVISORS

Submitter's Name: (Individual, Organization, or County Department)

County Manager \_\_\_\_\_

Date/Signature: \_\_\_\_\_

*[Handwritten Signature]* 5/24/23

Describe in detail what you want to say to the Board and what action you want the Board to take:

Request approval of minutes dated May 2, 2023.

BOS Meeting Date Requested 6/6/23

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PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

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Reviews completed, item approved for Agenda.

Board Clerk's Initials \_\_\_\_\_

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY  
BOARD OF SUPERVISORS MEETING  
May 2, 2023  
St. Johns, Arizona

Present were, Chairman Alton Joe Shepherd and Vice Chairman Nelson Davis. Also present, County Manager/Clerk of the Board Ryan Patterson, County Attorney Michael Whiting and Chief Deputy Attorney Celeste Robertson. Supervisor Joe Shirley, Jr. participated via the telephone.

Chairman Shepherd called to order the Board of Supervisors meeting at 8:30 a.m. in the Board of Supervisors' chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona, and welcomed all in attendance.

Matt Fish gave the invocation.

Stephanie McCarthy led the Pledge of Allegiance.

Mr. Patterson presented the item following a public hearing, discussion, and possible approval of the proposed Escudilla Domestic Water Improvement District. Mr. Patterson stated prior to the meeting today, a copy of the petitions and boundary map are available for the public to view in the County Manager's Office. Mr. Patterson stated there are 76 property owners within the proposed water district and as required by statute and signatures by over 51% of the landowners within the proposed boundaries were collected by the petition process. Mr. Patterson stated letters outlining the proposed water district with the date, time, and location of today's public hearing were sent to all 76 property owners within the proposed boundaries as well as notice of today's public hearing regarding the proposed water district was advertised in the White Mountain Independent, which ran April 21, and April 28, 2023. Mr. Patterson stated per statute 48-906, in establishing the improvement district, the board shall eliminate any territory described in the petition which it finds will not be benefited by the establishment of the district. Mr. Patterson stated this action can be done by residents requesting their property be excluded from the water district and so far, we received two written requests to opt out of the proposed district; Stan and Angela Watkins, parcel 102-62-034, and Robert and Lisa Gilbert parcel 102-55-025. Chairman Shepherd called for a motion to open the public hearing, **Mr. Davis moved approval To open the public hearing, seconded by Mr. Shirley.** Vote was unanimous.

Fern Braddock a property owner within the boundary of the proposed district, voiced her support of the formation of the domestic water district.

Frank Cassidy, the attorney representing Mr. & Mrs. Knobee to assist in establishing the water District, stated he was available if the board had any questions.

Gary Scruggs parcel 102-55-026B, a resident within the proposed district, requested to be excluded from the water district.

Robert Gilbert, 102-55-025 and 102-55-025A, a resident within the proposed boundary, voiced his opposition to the formation and requested to be excluded from the water district. (Mr. Gilbert had also submitted a letter requesting the exclusion).

Sheri Tetzloff, a resident outside the boundary of the proposed water district, stated she also sent in a letter to the board, voiced her opposition to the creation of the water district.

Carol Glasgow, Parcel 102-62-013, a resident within the boundary of the proposed water district, stated the Knobee's have done a good job trying to solve the water problem, but she was not in support of the water district. Mr. Patterson asked Ms. Glasgow if she was requesting to opt out of the district. Mrs. Glasgow stated yes. (Mrs. Glasgow submitted a letter on May 3, 2023 requesting to rescind her request to be excluded, and to now be included in the District).

There was no one else who requested to speak during the public hearing.

**Mr. Davis moved to close the public hearing, seconded by Mr. Shirley.** Vote was unanimous.

Mr. Davis thanked everyone for their comments and stated there is always two sides to an issue and he supports the creation of the water district. **Mr. Davis made the motion to approve the creation of the water district with the requested parcels removed, seconded by Mr. Shirley.** Vote was unanimous.

Matt Fish, Community Development Director, presented the item, following a public hearing, discussion, and possible approval of the Fourth Amended Plat of the Hidden Paradise Subdivision, allowing Becky Ivins to split her +/- 5-acre lot and create two (2) +/- 2.5-acre lots for residential use. The property is located at 54 County Road 8405 in Vernon, Arizona A.P.N. 106-25-004. The Apache County Planning & Zoning Commission recommended approval on April 6, 2023. **Mr. Davis moved to open the public hearing, seconded by Mr. Shirley.** There was no one wanting to address the board during the public hearing. **Mr. Davis moved to close the public hearing, seconded by Mr. Shirley.** Vote was unanimous. **Mr. Davis moved to approve the amended plat, seconded by Mr. Shirley.** Vote was unanimous.

Mr. Patterson presented the consent agenda items. A-I. **Mr. Shirley moved approval, seconded by Mr. Davis.** County Manager/Clerk of the Board: A. Request approval of demands as distributed to the Apache County Board of Supervisors between April 4, 2023 to May 2, 2023. Payee Amount AMAZON CAPITAL SERVICES INC 6,591.75 B&R TRUCKING 14,063.59 BAUMAN HOME AND AUTO INC (CARQUEST) 3,232.68 BLUE HILLS ENVIRONMENTAL 2,490.78 BOOT BARN 1,303.04 BRAD HALL & ASSOCIATES INC 49,826.10 CDW GOVERNMENT LLC 10,001.94 CLARK TRUCK EQUIPMENT COMPANY INC 2,159.00 CONSOLIDATED ELECTRICAL DISTRIBUTORS 1,849.96 DELL COMPUTER CORPORATION 1,967.17 EPIC MOTORSPORTS CORP 1,361.89 FUTURE TIRE 3,176.77 GALLUP BLUEPRINT 1,020.00 HATCH CONSTRUCTION 4,484.64 HOME DEPOT 2,966.74 HWY 64 TRUCK & AUTO SALVAGE 1,919.25 J MARBLES LAND SURVEYING LLC 1,250.00 GENEVA L JACKSON 1,049.00 MOUNTAIN COMFORT HEATING AND COOLING 5,710.42 NAVOPACHE ELECTRIC COOPERATIVE 2,333.02 QUILL CORP 1,603.80 RDO EQUIPMENT CO 10,697.44

RHINEHART OIL CO 14,151.37 RUSH TRUCK CENTER 2,048.38 SIERRA PROPANE 3,013.35 SPEEDY SALES AND SERVICE 1,073.25 STANTEC CONSULTING SERVICES 28,358.84 TRACTOR SUPPLY CO 1,211.55 TREAD MASTERS TIRE & LUBE 2,115.75 TYLER TECHNOLOGIES INC 101,996.71 VANAFIRE LLC 30,000.00 WHITE MOUNTAIN PUBLISHING CO 1,098.23 WILLIAMS BROTHERS AUTO SERVICE, LLC 1,872.82 WOODLAND BUILDING CENTER C/O NATIONS BEST 1,314.15 YAVAPAI COUNTY GOVERNMENT 7,000.00 APACHE COUNTY TAX WITHHOLDING 170,415.94 ASRS LEGACY EORP 10,075.98 AZ STATE RETIREMENT SYSTEM 129,906.58 CORRECTIONS OFFICER RET PLAN 12,040.66 CORRECTIONS OFFICER RETIREMENT PLAN 520 1,602.22 EORP LEGACY 2,777.35 NATIONWIDE 1,890.22 NATIONWIDE TRUST FSB 2,888.32 PUBLIC SAFETY PERSONNEL 401 14,035.08 PUBLIC SAFETY SHERIFF RET 10,062.52 ALLEGRA 1,075.07 AMAZON CAPITAL SERVICES INC 4,251.52 ANDREWS REFRIGERATION INC 1,072.50 BAUMAN HOME AND AUTO INC (CARQUEST) 1,851.22 C & E CONCRETE INC 4,191.04 CATERPILLAR FINANCIAL SERVICES CORPORATION 35,982.51 CDW GOVERNMENT LLC 1,359.61 John Lucas COMMUNITY BROADBAND ADVOCATES LLC 3,562.50 CECILIA DIAZ 1,838.49 ELECTION CENTER 1,018.00 EMPIRE MACHINERY 1,822.66 FRONTIER 4,296.35 GLAXO SMITHKLINE PHARMACY 2,328.10 ROBERT JAMES HIGGINS 3,108.51 HIGH COUNTRY SIGNS LLC 2,050.00 GENEVA L JACKSON 1,755.88 MELISSA MEEKS 1,013.13 MOHAWK AUTOMOTIVE LIFTS SOUTHWEST 1,142.00 NTUA WIRELESS, LLC 5,220.02 OVERDRIVE INC 1,552.61 DAVID J PADILLA 1,300.00 DOUGLAS LANCE PEARCE 1,062.53 QUILL CORP 5,682.90 RIGG LAW FIRM PLLC 10,000.00 CELESTE ROBERTSON 2,549.91 RUNBECK ELECTION SERVICES INC 18,022.42 RUSH TRUCK CENTER 5,684.83 SAFELITE AUTO GLASS 1,264.64 SANDERS UNIFIED SCHOOL DISTRICT 3,250.00 SECURUS TECHNOLOGIES INC 1,986.41 SHOW LOW FORD INC 3,218.53 SIERRA PROPANE 1,901.10 SPORTS WORLD INC 4,044.90 ST JOHNS EMERGENCY SERVICES 1,186.98 THE AARONS COMPANY LLC 3,000.00 THE GUIDANCE CENTER 2,045.00 TRINITY SERVICES GROUP INC 19,200.08 TYLER TECHNOLOGIES INC 112,009.84 VERIZON WIRELESS 1,164.50 WOODSON ENGINEERING & SURVEYING INC 34,357.50 WRIGHT EXPRESS FSC WEX 3,930.33 REDACTED 1,108.00 NATIONAL BANK 14,916.88 NATIONAL BANK OF ARIZONA 13891,694.33 ADVANCED CORRECTIONAL HEALTHCARE INC 39,086.01 AMAZON CAPITAL SERVICES INC 4,584.72 APACHE COUNTY PROBATION DEPARTMENT 3,003.26 ARIZONA ELEVATOR SOLUTIONS INC 3,167.29 AZ COUNTIES INSURANCE POOL 6,927.80 AZ COURTS ASSN 1,140.00 AZ DEPT OF RISK MANAGEMENT 2,518.00 AZLGEBT 352,918.95 BLUE KNIGHT SECURITY LLC 4,425.00 BRAD HALL & ASSOCIATES INC 30,097.27 BURNHAM MORTUARY 1,000.00 CDW GOVERNMENT LLC 2,211.45 CLARK TRUCK EQUIPMENT COMPANY INC 3,353.00 CONDITIONED RESPONSE TRAINING 2,764.70 CONSOLIDATED ELECTRICAL DISTRIBUTORS 10,864.93 CONTINUANT INC 3,748.60 DIAMONDBACK POLICE SUPPLY CO INC 1,934.75 EMPIRE MACHINERY 2,650.52 ESRI INC 14,992.75 EXPEDITION COMMUNICATIONS LLC 3,995.00 FERRELLGAS 1,144.21 FUTURE TIRE 1,264.45 GRAINGER 2,426.15 KLINT HEAP 1,773.67 HILLYARD/FLAGSTAFF 1,462.08 JOHN (JACK) INGRAM 1,108.44 JUSTICE BENEFITS INC 1,334.08 LOWES COMPANIES INC 1,947.86 MCCOOK BOILER AND PUMP COMPANY 2,895.00 NAVAJO COUNTY

FAMILY ADVOCACY CENTER 2,025.00 NAVOPACHE ELECTRIC COOPERATIVE  
1,574.57 NFOCUS SOLUTIONS 1,947.00 OFFICE DEPOT 1,520.57 PACIFIC PONDEROSA  
CO INC 6,172.56 DANA BRYCE PATTERSON 8,500.00 PREMIUM PROPANE LLC  
2,899.96 QUILL CORP 4,602.11 R JOHN R JOHN LEE ATTORNEY AT LAW 8,500.00  
REDW LLC 9,850.00 REINOSO, ROSS 32,000.00 RHINEHART OIL CO 40,798.72 SALT  
RIVER PROJECT - SRP – MARS 1,091.00 SECURUS TECHNOLOGIES INC 3,522.46  
SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT 1,115.83 ST JOHNS CITY  
1,590.04 THOMSON REUTERS WEST 2,184.68 TRUCK PRO DBA AZ BRAKE & CLUTCH  
SUPPLY 1,289.42 VERIZON WIRELESS 3,717.44 WHITE MOUNTAIN  
COMMUNICATIONS 1,091.82 SAMUEL A WOOD 1,589.12 APACHE COUNTY HSA  
4,559.39 APACHE COUNTY MEDICAL 169,516.94 APACHE COUNTY TAX  
WITHHOLDING 184,293.98 ASRS LEGACY EORP 10,075.98 AZ STATE RETIREMENT  
SYSTEM 128,041.15 COLONIAL LIFE AND ACCIDENT INS 1,139.10 CORRECTIONS  
OFFICER RET PLAN 11,888.74 CORRECTIONS OFFICER RETIREMENT PLAN 520  
1,380.30 EORP LEGACY 2,777.35 NATIONWIDE 3,045.10 NATIONWIDE TRUST FSB  
2,891.21 PUBLIC SAFETY PERSONNEL 401 14,035.08 PUBLIC SAFETY SHERIFF RET  
10,732.21 SUPPORT PAYMENT CLEARINGHOUSE 1,424.82 NAVOPACHE ELECTRIC  
COOPERATIVE 16,927.48 PEACE CHAPEL FUNERAL HOME 1,000.00 ADVANCED  
CORRECTIONAL HEALTHCARE INC 39,144.92 ALERTUS TECHNOLOGIES LLC  
4,950.00 AMAZON CAPITAL SERVICES INC 2,957.48 AZ COUNTIES WORKERS  
COMPENSATION PLAN 108,032.63 AZ DEPT OF HEALTH SERVICES 1,240.00  
BAUMAN HOME AND AUTO INC (CARQUEST) 2,877.65 BLINDS.COM 1,621.67  
BRAD HALL & ASSOCIATES INC 30,279.33 BREWER LAW OFFICE PLLC 8,500.00  
BAUER K BROWN 1,049.16 CBT NUGGETS LLC 1,307.02 ALBERT N CLARK  
2,386.99 DELL COMPUTER CORPORATION 10,451.63 DYLLIN RICK ELLINGTON  
2,386.99 EMPIRE MACHINERY 6,620.44 EPIC MOTORSPORTS CORP 15,082.83  
FRONTIER 1,460.42 HAMBLIN LAW OFFICE PLC 8,500.00 HIGH COUNTRY PROPANE  
2,032.18 HILLYARD/FLAGSTAFF 1,288.71 INGRAM LIBRARY SERVICES 7,162.02  
KUBL GROUP LLC 14,800.00 LAW OFFICE OF HUNTER T LEWIS 1,008.00  
LAW OFFICE OF MICHAEL S PENROD PLC 7,608.00 LSQ GROUP HOLDINGS LLC  
3,471.86 CHRIS MCCARTHY 1,254.06 MOUNTAIN COMFORT HEATING AND  
COOLING 3,824.02 NAVAJO TRIBAL UTILITY AUTHORITY 5,785.82  
NAVOPACHE ELECTRIC COOPERATIVE 2,383.49 O'REILLY AUTO PARTS  
1,650.01 OFFICE DEPOT 1,465.20 OVERDRIVE INC 2,450.30 PACIFIC PONDEROSA CO  
INC 12,931.63 PIMA COUNTY MEDICAL 2,500.00 QUILL CORP 2,198.30  
RHINEHART OIL CO 14,182.82 SATURDAY CONSULTING PLLC 2,625.00  
SECURUS TECHNOLOGIES INC 1,140.50 SHI INTERNATIONAL CORP 2,265.72  
SIERRA PROPANE 1,478.55 SITECH SOUTHWEST LLC 64,005.24 SKAGGS PUBLIC  
SAFETY UNIFORMS & EQUIPMENT 7,048.16 SOUTH FORK PROPERT LLP 4,500.00 ST  
JOHNS EMERGENCY SERVICES 1,306.28 SUMMIT HEALTHCARE MEDICAL  
ASSOCIATES 3,400.00 TREAD MASTERS TIRE & LUBE 7,280.80 UMB Bank N.A 1,000.00  
WHITE MOUNTAIN REGIONAL MEDICAL CENTER 1,956.61 KTNM RADIO STATION  
1,696.00 GENEVA L JACKSON 1,089.73 Demands are payments made, or to be made, by the  
County. Specific details of the demands may be requested through the County public record  
request process. B. Request approval of minutes dated April 4, 2023, and April 24, 2023.  
Emergency Management: C. Request approval to appoint Ferrin Crosby as the Applicant Agent

for DR-4620AZ. This will allow Mr. Crosby to be the signatory on all projects for the July 2021 flood event. Treasurer's Office: D. Request approval of "Certificate of Removal and Abatement of Taxes" pursuant to A.R.S. §42-1835(15). Total taxes, penalties, and interest abated for the following properties: \$177.31 for property account M8600123 \$465.71 for property account P1223832 \$548.62 for property account P0106419 \$1,205.50 for property account M0900170 Community Development: E. Request approval to waive the \$300 fee for a Temporary Use Permit allowing the Greer Civic Association, a non-profit organization to hold the annual Greer Days community event June 9 & 10, 2023. F. Request approval of a conditional use permit allowing Commnet of Arizona, LLC to construct a 195' telecommunications tower within a 100' x 100' fenced compound. The property is located adjacent to the Vernon Fire Station at 1 County Road N3115 in Vernon, Arizona A.P.N. 106-74-002F. The Apache County Planning & Zoning Commission recommended approval on April 6, 2023. G. Request the appointment of Bob Pollock from Greer, to serve on the Planning and Zoning Commission for District III, for a four (4) year term, effective May 8, 2023. Recorder's Office: H. Request approval to extend the current support agreement with Saul's Creek Engineering to conduct everyday recording functions. This is a four-month extension until Tyler Technologies is implemented. Engineering Department: I. Request approval of relocation reimbursement in the amount of \$1,000 in accordance with Apache County Human Resources Policy Manual Section 1.7 for newly hired Senior Project Engineer Christopher Padilla. Vote was unanimous.

Mr. Patterson, on behalf of the Election Department, requested approval to allow the White Mountain Communities Special Health Care District to hold a vote by mail election on November 7, 2023 to re-authorize the authority to levy a secondary property tax. Jerry Campos, the Chairman of the White Mountain Communities Special Health Care District, Mr. Campos requested approval of the request for the all-mail election to reauthorize, since it is an off year and no in-person election will be held. Mr. Campos stated the county will be compensated for the cost of the all-mail election. **Mr. Davis moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Commander Soderquist, on behalf of the Sheriff's Office, requested approval of the Modification of Grant #22-LE-11030100-034 to increase an additional \$5,000 for continue campground/forest patrol. **Mr. Shirley moved approval, seconded by Mr. Davis.** Vote was unanimous.

Steve Kizer, Information Technology Director, requested approval of the Registration Services Agreement with the American Registry for Internet Numbers. **Mr. Davis moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Paul Hancock, Probation Services Director, requested approval to appoint Timothy Hinton, Finance Director, as the Chief Fiscal Officer for both the Adult and Juvenile Divisions in accordance with the Arizona Code of Judicial Administration. **Mr. Davis moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Paul Hancock, Probation Services Director, requested and possible approval to provide an additional \$2,574 in matching funds for an ongoing Family Counseling grant. The State of Arizona will disburse an additional \$10,295 for a total of \$24,956 for FY23. **Mr. Davis moved**

**approval. Seconded by Mr. Shirley.** Vote was unanimous.

Paul Hancock, Probation Services Director, requested approval to change the Juvenile Community Restitution Coordinator (Range 26) \$29,707, to a Probation Specialist (Range 26) \$29,707 and will result in no increase to the budget. **Mr. Shirley moved approval, seconded by Mr. Davis.** Vote was unanimous.

Ferrin Crosby, County Engineer, on behalf of District II, requested approval to purchase a new Super18 Dump Truck, utilizing District II funds in the amount of \$318,206. **Mr. Shirley moved approval seconded by Mr. Davis.** Vote was unanimous.

Ferrin Crosby, County Engineer, on behalf of District II, requested approval to purchase a new CAT 150-15AWD through the OMNIA contract with trade in, and financed for three (3) annual payments, from Caterpillar Financial Services Corporation. **Mr. Shirley moved approval, seconded by Mr. Davis.** Vote was unanimous.

Ferrin Crosby, County Engineer, requested approval to update the yearly contract trucking bid. **Mr. Shirley moved approval, seconded by Mr. Davis.** Vote was unanimous.

Mr. Patterson presented notification of the following meetings where two or more members of the Apache County Board of Supervisors may be in attendance. No action was needed or taken.

- The Eastern Arizona Counties Organization meeting on May 24, 2023, at 2:00 p.m. held at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- Small Counties Forum meeting on May 24, 2023, at 5:30 p.m. held at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- The County Supervisors Association (CSA) meeting on May 25, 2023, at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.

There was no one wanting to address the board during call to the public.

**Mr. Davis moved to adjourn the meeting, seconded by Mr. Shirley.** Vote was unanimous.

Approved this 6<sup>th</sup> day of June, 2023.

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Alton Joe Shepherd  
Chairman of the Board

---

Ryan N. Patterson  
Clerk of the Board

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

11/14/2015 10:41:00

Submitter's Name: (Individual, Organization, or County Department)

County Manager \_\_\_\_\_

Date/Signature: \_\_\_\_\_

5/24/23 *[Signature]*

Describe in detail what you want to say to the Board and what action you want the Board to take:

Request approval of the tax exemption for the Archaeological Conservatory for parcels 105-01-001C, 108-08-002B, 104-19-006 and 104-19-006A, pursuant to ARS 42-11153. The exemption was filed late due to an administrative change within the organization.

BOS Meeting Date Requested 6/6/23

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

*[Signature]*

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

Board Clerk's Initials \_\_\_\_\_

## Beth Bond

---

**From:** Mandy Woods <swfieldrep.tac@gmail.com>  
**Sent:** Thursday, May 18, 2023 2:46 PM  
**To:** Beth Bond; April M. Brown  
**Subject:** Apache County Tax Exemption Application  
**Attachments:** Apache County 2022 Exemption Approval.pdf; 501c3.pdf

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I trust this email

Report as malicious

Good afternoon and happy Wednesday!

I hope this email finds you well. My name is Mandy Woods and I am the newly appointed SW Regional Representative for the educational non-profit, The Archaeological Conservancy. We are the only national non-profit dedicated to the acquisition and preservation of archaeological and historically significant sites across the country. We currently have almost 600 research and preservation preserves in 42 states and are always open to new relationships for further conservation opportunities.

I am emailing to ask that you consider this my formal letter/email of forgiveness on behalf of the Archaeological Conservancy as we apply for a late organizational tax exemption. Currently, We have 4 properties within your county, which were considered and approved for organizational tax exemption in April of 2022. I apologize for the necessity of this letter, as there has been a significant administration change within our organization. The former Director, Jim Walker, officially retired in November and April Brown has since then been appointed as the current SW Regional Director. I received my position shortly after, officially starting in December.

Upon accepting the role as regional representative, I was unaware of what had been completed versus not. I have now begun to audit our personal files to address inefficiencies across counties within our predetermined southwestern region. Apache County falls into that category. I called the assessor's office at the beginning of my audit and spoke with Julia Stanton and was informed of the late application process. I have attached a letter dated April 27, 2022 listing the parcel/account numbers in question, as well as the requested copy of our 501c3.

To prevent this from happening in the future, I have initiated a database to catalogue the dates necessary across our region, including your county, to apply for annual exemptions on a timely basis from here on out.

I would greatly appreciate any consideration for the organizational tax exemption status so we can continue providing the free educational opportunities our organization offers to its members and the remaining public. We do offer tours upon request to the sites which are available to the public for those interested in learning how they can participate in the active preservation of an archaeological site within their community or see what archaeological preservation actively looks like.



If you, or any of the board members are interested, I would like to extend the offer of a tour of some of our popular sites within the area to demonstrate the site's significance given by a state approved and assigned site steward who can give you a very detailed and informed background of the sites.

Please let me know if there are any questions, if you would like magazines from our quarterly publication mailed to you or other board members or more information regarding our organization, I'd be happy to send you what you need.

I look forward to hearing from you,

Mandy Woods

--

**Mandy D. Woods**  
**Southwest Regional Representative**  
**The Archaeological Conservancy**  
 [swfieldrep.tac@gmail.com](mailto:swfieldrep.tac@gmail.com)  
 (505)999-9059

*This email has been scanned by Inbound Shield™.*

APACHE COUNTY ASSESSOR

*Rodger Dahony*



P.O. Box 770  
75 West Cleveland Street  
St. Johns, AZ 85936  
(928) 337-7624  
Fax: (928) 337-3386

April 27, 2022

The Archaeological Conservancy  
1717 Girard Blvd NE  
Albuquerque, NM 87106

Re: 2022 Organization Exemption

Dear Property Owner:

The Apache County Assessor has reviewed your Affidavit for Organizational Tax Exemption. Based on the information you provided, the status of your application is as follows.

Your Exemption Request has been Approved for the following:

- o Real Properties  
105-01-001C  
108-08-002B  
104-19-006A  
104-19-006

An Affidavit for Organizational Tax Exemption of nonprofit organizations must be filed annually between Jan 1<sup>st</sup> and March 1<sup>st</sup>.

Sincerely,

Rebecca Urias

Valuation Coordinator III

Apache County Assessor's Office



Department of the Treasury  
Internal Revenue Service

P.O. Box 2508  
Cincinnati OH 45201

In reply refer to: 0248454921  
Oct. 22, 2008 LTR 4168C E0  
95-3403273 000000 00 000

00015890

BODC: TE

ARCHAEOLOGICAL CONSERVANCY  
5301 CENTRAL AVE NE  
ALBUQUERQUE NM 87108-1513998



025565

Employer Identification Number: 95-3403273  
Person to Contact: MS. EVANS  
Toll Free Telephone Number: 1-877-829-5500

Dear TAXPAYER:

This is in response to your request of Oct. 10, 2008, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in SEPT. 1979, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

*Michele M. Sullivan*

Michele M. Sullivan, Oper. Mgr.  
Accounts Management Operations I

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

(11/17/15) (1/16/16)

Submitter's Name: (Individual, Organization, or County Department)

County Manager \_\_\_\_\_

Date/Signature: \_\_\_\_\_

*[Handwritten Signature]* 5/21/23

Describe in detail what you want to say to the Board and what action you want the Board to take:

Request approval of an application and resolution to accept Salt River Pima-Maricopa grant funds on behalf of the Vernon Fire District.

BOS Meeting Date Requested 6-6-23

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PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

*[Handwritten Signature]*

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

*[Handwritten Signature]*

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

Board Clerk's Initials \_\_\_\_\_



RYAN N. PATTERSON  
MANAGER-CLERK  
ST. JOHNS, AZ 8593

**BOARD OF SUPERVISORS  
OF APACHE COUNTY**

P.O. BOX 428  
ST. JOHNS, ARIZONA 85936

TELEPHONE: (928) 337-7503  
FACSIMILE: (928) 337-2003

JOE SHIRLEY, JR.  
MEMBER OF THE BOARD  
DISTRICT I  
P.O. Box 1952, Chinle, AZ 86503

ALTON JOE SHEPHERD  
CHAIRMAN OF THE BOARD  
DISTRICT II  
P.O. Box 994, Ganado, AZ 86505

NELSON DAVIS  
VICE CHAIRMAN OF THE BOARD  
DISTRICT III  
P.O. Box 428, St. Johns, AZ 85936

**RESOLUTION 2023-\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF APACHE COUNTY, ARIZONA, ACCEPTING GRANT  
MONEY FROM SALT RIVER PIMA-MARICOPA INDIAN  
COMMUNITY FOR PURCHASE OF EQUIPMENT IF  
GRANT IS OFFERED.**

**WHEREAS**, the Vernon Fire District has identified the need to replace a necessary Water Tender for fire suppression in the district and,

**WHEREAS**, Vernon Fire District wishes to apply for a \$270,000 grant to procure a Water Tender with the Salt River Pima-Maricopa Indian Community and,

**WHEREAS**, if Salt River Pima-Maricopa Indian Community makes a favorable recommendation to grant Vernon Fire District **\$270,000.00** that the Apache County Board of Supervisors accept these monies on behalf of Vernon Fire District.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Apache, Arizona as follows:

The acknowledgement that if Salt River Pima-Maricopa Indian Community makes a favorable recommendation to grant Vernon Fire District **\$270,000.00** that the Apache County Board of Supervisors accept these monies on behalf of Vernon Fire District.

Approved this 6<sup>th</sup> Day of June, 2023.

ATTEST:

\_\_\_\_\_  
Alton Joe Shepherd  
Chairman of the Board

\_\_\_\_\_  
Ryan N. Patterson  
Clerk of the Board

## Beth Bond

---

**From:** Kathy Schlichting <Kathy.Schlichting@vfdmail.org>  
**Sent:** Wednesday, May 24, 2023 3:47 PM  
**To:** Beth Bond  
**Subject:** Resolution needed for Vernon Fire District  
**Attachments:** Salt river grant resolution request.docx

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I trust this email

Report as malicious

Beth can you put this resolution request in front of the board of supervisors for the June meeting?



Kathy Schlichting, Office Administrator/HR  
Vernon Fire District  
PO Box 400, Vernon, AZ 85940  
[Kathy.schlichting@vfdmail.org](mailto:Kathy.schlichting@vfdmail.org)  
928-537-4895

*This email has been scanned by Inbound Shield™.*



AFFIDAVIT OF SCRIVENER'S ERROR

STATE OF ARIZONA

County of Apache

The undersigned being authorized to sign for the State of Arizona, does hereby verify and state the following:

The Apache County Board of Supervisors did file an APACHE COUNTY QUIT-CLAIM DEED in Reception No. 2022-000116, recorded January 4, 2022, between the State of Arizona, GRANTOR, and Jon Ciulei & Mary Ciulei, GRANTEE.

The APACHE COUNTY QUIT-CLAIM DEED described the following real property:

The following located within parcel 201-40-112B CONCHO VALLEY UNIT 8 BLOCK 112 LOT 2 Section 19 Township 12N Range 26E, According to Book of Plats #5, Page #21, Records of Apache County Arizona

There was a scrivener's error contained in the legal description.

The legal description therein should have read as follows:

The following located within parcel 201-40-112B CONCHO VALLEY UNIT 8 BLOCK 112 LOT 2 Section 22 Township 12N Range 26E

Dated this \_\_\_\_ Day of \_\_\_\_\_ 2023.

State of Arizona

\_\_\_\_\_  
Clerk,  
Apache County Board of Supervisors

The foregoing instrument was acknowledged before me this \_\_\_\_ Day of \_\_\_\_\_ 2023, by \_\_\_\_\_,  
Clerk of the Apache County Board of Supervisors.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Chairman,  
Apache County Board of Supervisors

The foregoing instrument was acknowledged before me this \_\_\_\_ Day of \_\_\_\_\_ 2023, by \_\_\_\_\_,  
Chairman of the Apache County Board of Supervisors.

\_\_\_\_\_  
Notary Public



AFFIDAVIT OF SCRIVENER'S ERROR

STATE OF ARIZONA  
County of Apache

The undersigned being authorized to sign for the State of Arizona, does hereby verify and state the following:

The Treasurer of Apache County, Arizona, did file a TREASURER'S DEED in Reception No. 2021-000978, recorded February 2, 2021, conveying to the State of Arizona and describing the following real property:

CONCHO VALLEY UNIT 8 BLOCK: 112 LOT: 2 Section: 19 Township: 12N Range: 26E,  
According to Book of Plats #5, Page #21, Records of Apache County Arizona  
A.K.A. 20140112B

There was a scrivener's error contained in the legal description.

The legal description therein should have read as follows:

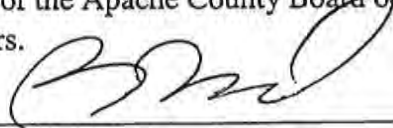
CONCHO VALLEY UNIT 8 BLOCK: 112 LOT: 2 Section: 22 Township: 12N Range: 26E  
A.K.A. 20140112B

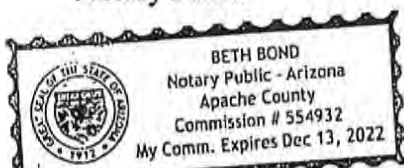
Dated this 6 Day of December 2022.

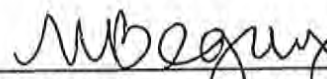
State of Arizona

  
\_\_\_\_\_  
Nelson Davis, Chairman,  
Apache County Board of Supervisors

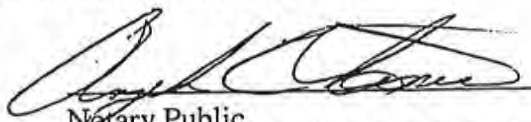
The foregoing instrument was acknowledged before me this 6 Day of December 2022, by Nelson Davis, Chairman of the Apache County Board of Supervisors.

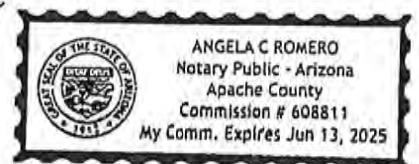
  
\_\_\_\_\_  
Notary Public



  
\_\_\_\_\_  
Marleita Begay, Apache County Treasurer

The foregoing instrument was acknowledged before me this 1st Day of November 2022, by Marleita Begay, Apache County Treasurer.

  
\_\_\_\_\_  
Notary Public



AFFIDAVIT OF SCRIVENER'S ERROR

STATE OF ARIZONA

County of Apache

The undersigned being authorized to sign for the State of Arizona, does hereby verify and state the following:

The Apache County Board of Supervisors did file an APACHE COUNTY QUIT-CLAIM DEED in Reception No. 2022-000114, recorded January 4, 2022, between the State of Arizona, **GRANTOR**, and Jon Ciulei & Mary Ciulei, **GRANTEE**.

The APACHE COUNTY QUIT-CLAIM DEED described the following real property:

The following located within parcel 201-40-111A CONCHO VALLEY UNIT 8 BLOCK 111 LOT 1 Section 19 Township 12N Range 26E, According to Book of Plats #5, Page #21, Records of Apache County Arizona

There was a scrivener's error contained in the legal description.

The legal description therein should have read as follows:

The following located within parcel 201-40-111A CONCHO VALLEY UNIT 8 BLOCK 111 LOT 1 Section 22 Township 12N Range 26E

Dated this \_\_\_\_ Day of \_\_\_\_\_ 2023.

State of Arizona

\_\_\_\_\_  
**Clerk,  
Apache County Board of Supervisors**

The foregoing instrument was acknowledged before me this \_\_\_\_ Day of \_\_\_\_\_ 2023, by \_\_\_\_\_,  
Clerk of the Apache County Board of Supervisors.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
**Chairman,  
Apache County Board of Supervisors**

The foregoing instrument was acknowledged before me this \_\_\_\_ Day of \_\_\_\_\_ 2023, by \_\_\_\_\_,  
Chairman of the Apache County Board of Supervisors.

\_\_\_\_\_  
Notary Public

APACHE COUNTY QUIT-CLAIM DEED

THIS QUIT CLAIM DEED, made this 14<sup>th</sup> day of December, 2021 between the State of Arizona, by and through the Apache County Board of Supervisors, Grantor, and Jon Cuilei & Mary Cuilei, Grantee

RECITALS

WHEREAS, the real property hereinafter described was conveyed to the Apache County Board of Supervisors, acting on behalf of the State of Arizona, by Treasurer's Deed for the non-payment of taxes, which taxes had been legally assessed against, became a lien upon said property according to law and was not redeemed, and

WHEREAS, the Apache County Board of Supervisors, on behalf of the State of Arizona, advertised and offered said property for sale to the highest bidder for cash in accordance with A R S 42-18301 et seq, and

NOW THEREFORE, in consideration of the premises, Grantor does hereby quit-claim to Grantee(s) the following described real property situated in the County of Apache, State of Arizona

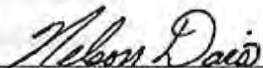
The following located within parcel 201-40-111A CONCHO VALLEY UNIT 8 BLOCK 111 LOT 1 Section 19 Township 12N Range 26E, According to Book of Plats #5, Page #21; Records of Apache County Arizona

Exempt transaction pursuant to A R S 11-1134 (A) (3)

DATED this 3 day of January, 2022

ATTEST

  
Clerk, Board of Supervisors

  
Chairman, Board of Supervisors  
Apache County, State of Arizona

(SEAL)

State of Arizona        )  
                                  ) ss  
County of Apache        )

Before me, Beth Bond, a Notary Public in and for the County of Apache, State of Arizona, on this 3 day of January 2022, personally appeared Nelson Davis, Chairman of the Board of Supervisors, and Ryan N Patterson, Clerk of the Board of Supervisors, Apache County, Arizona, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed

Notary Public

My Commission Expires 12/13/2022



(SEAL)



AFFIDAVIT OF SCRIVENER'S ERROR

STATE OF ARIZONA  
County of Apache

The undersigned being authorized to sign for the State of Arizona, does hereby verify and state the following:

The Treasurer of Apache County, Arizona, did file a TREASURER'S DEED in Reception No. 2021-000994, recorded February 2, 2021, conveying to the State of Arizona and describing the following real property:

CONCHO VALLEY UNIT 8 BLOCK: 111 LOT: 1 Section: 19 Township: 12N Range: 26E,  
According to Book of Plats #5, Page #21, Records of Apache County Arizona  
A.K.A. 20140111A


There was a scrivener's error contained in the legal description.

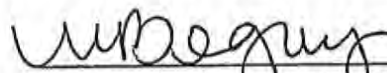
The legal description therein should have read as follows:

CONCHO VALLEY UNIT 8 BLOCK: 111 LOT: 1 Section: 22 Township: 12N Range: 26E  
A.K.A. 20140111A

Dated this 6 Day of December 2022.


State of Arizona


  
\_\_\_\_\_  
Nelson Davis, Chairman,  
Apache County Board of Supervisors

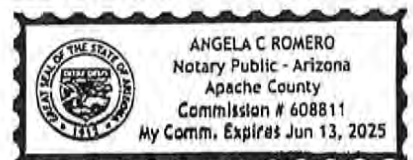
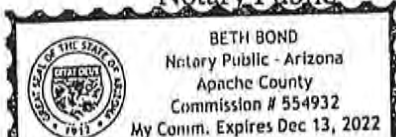
  
\_\_\_\_\_  
Marleita Begay, Apache County Treasurer

The foregoing instrument was acknowledged before me this 6 Day of December 2022, by Nelson Davis, Chairman of the Apache County Board of Supervisors.

The foregoing instrument was acknowledged before me this 1st Day of November 2022, by Marleita Begay, Apache County Treasurer.

  
\_\_\_\_\_  
Notary Public

  
\_\_\_\_\_  
Notary Public



**Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM**

Submitter's Name \_\_\_\_\_ Emergency Management \_\_\_\_\_

Date/Signature: \_\_\_\_\_

Describe in detail what you want to say to the Board and what action you want the Board to take:

Discussion and possible approval of resolution to make Brian Hounshell, the Director of Emergency Management, the Authorized Representative and Ferrin Crosby, Engineering Director, as the Alternate Authorized Representative for Public Assistance.

BOS Meeting Date: June 6th, 2023 \_\_\_\_\_

---

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature: W/R \_\_\_\_\_

Check if item does not require review

Finance Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Check if item does not require review

Human Resources Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Check if item does not require review

Other Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Check if item does not require review

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Reviews completed, item approved for Agenda.      Board Clerk's Initials \_\_\_\_\_

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**ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS**

**DESIGNATION OF ALTERNATE APPLICANT'S AUTHORIZED REPRESENTATIVE FORM**

The intent of this **DESIGNATION** is to appoint an ALTERNATE APPLICANT'S AUTHORIZED REPRESENTATIVE for the following:

Select program(s)  Public Assistance  HMA Mitigation Program  SEC Mitigation

Select duration  Until further notice  Only Event \_\_\_\_\_  From \_\_\_\_\_ to \_\_\_\_\_

Applicant: Apache County

**CERTIFICATION**

I, Alton Joe Shepherd, duly appointed and Chairman of  
(Authorizing Official's Name) (Title)

Apache County, do hereby certify that the information below is true and correct,  
(Applicant)

based on a resolution passed and approved (**attached**) by the Board of Supervisors  
(Governing Body)

of Apache County on the 6 day of June, 2023.  
(Applicant) (day) (month) (year)

Ferrin Crosby has been designated as the Alternate Applicant's Authorized  
(Name of Designated Alternate Applicant's Authorized Representative)

Representative to act on behalf of Apache County.  
(Applicant)

\_\_\_\_\_  
(Authorizing Official's Signature) Chairman June 6, 2023  
(Title) (Date)

*This document MUST be accompanied by a copy of the Resolution or Meeting Minutes by your governing board which designated the Alternate Applicant's Authorized Representative.*

**Designated Alternate Applicant's Authorized Representative**

Name Ferrin Crosby

Title/Official Position Engineering Director

Full Mailing Address 75 W Cleveland, St Johns, AZ 85936

Email Address fcrosby@apcahecountyaz.gov

Daytime Telephone Number 928-337-7528 Cell 928-337-7528  
(Please include area code and extension if not a direct number)

**For DEMA Use Only**

Received By: \_\_\_\_\_  
(Initials & Date)

January 2023

Form #AZ PA 204-4

**ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS  
DESIGNATION OF APPLICANT'S AUTHORIZED REPRESENTATIVE FORM**

The intent of this DESIGNATION is to appoint an APPLICANT'S AUTHORIZED REPRESENTATIVE for the following:

Select program(s)  Public Assistance  HMA Mitigation Program  SEC Mitigation

Select duration  Until further notice  Only Event \_\_\_\_\_  From \_\_\_\_\_ to \_\_\_\_\_

Applicant: Apache County

**CERTIFICATION**

I, Alton Joe Shepherd, duly appointed and Chairman of the Board of Supervisors of  
(Authorizing Official's Name) (Title)

Apache County, do hereby certify that the information below is true and correct,  
(Applicant)

based on a resolution passed and approved (**attached**) by the Board of Supervisors  
(Governing Body)

of Apache County on the 6 day of June, 2023.  
(Applicant) (day) (month) (year)

Brian Hounshell has been designated as the Applicant's Authorized Representative  
(Name of Designated Applicant's Authorized Representative)

to act on behalf of Apache County.  
(Applicant)

\_\_\_\_\_  
(Authorizing Official's Signature) Chairman of the Board of Supervisors June 6, 2023  
(Title) (Date)

*This document MUST be accompanied by a copy of the Resolution or Meeting Minutes by your governing board which designated the Applicant's Authorized Representative.*

**Designated Applicant's Authorized Representative**

Name Brian Hounshell

Title/Official Position Director of Emergency Management

Full Mailing Address PO Box 428, St Johns, AZ 85936

Email Address bhounshell@apachecountyaz.gov

Daytime Telephone Number 928-551-8024 Cell 928-551-8024  
(Please include area code and extension if not a direct number)

**For DEMA Use Only**

Received By: \_\_\_\_\_ January 2023 Form #AZ PA 204-4  
(Initials & Date)



RYAN N. PATTERSON  
MANAGER-CLERK  
ST. JOHNS, AZ 8593

**BOARD OF SUPERVISORS  
OF APACHE COUNTY**

P.O. BOX 428  
ST. JOHNS, ARIZONA 85936

TELEPHONE: (928) 337-7503  
FACSIMILE: (928) 337-2003

JOE SHIRLEY, JR.  
MEMBER OF THE BOARD  
DISTRICT I  
P.O. Box 1952, Chinle, AZ 86503

ALTON JOE SHEPHERD  
CHAIRMAN OF THE BOARD  
DISTRICT II  
P.O. Box 994, Ganado, AZ 86505

NELSON DAVIS  
VICE CHAIRMAN OF THE BOARD  
DISTRICT III  
P.O. Box 428, St. Johns, AZ 85936

**Apache County Resolution #2023- \_\_\_\_\_**

A RESOLUTION OF THE APACHE COUNTY BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA, APPROVING THE DESIGNATION OF APPLICANT'S AUTHORIZED REPRESENTATIVE AND ALTERNATE AUTHORIZED REPRESENTATIVE FORMS SUBMISSION TO THE ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS, WHICH DESIGNATES THE COUNTY'S REPRESENTATIVES FOR APPLYING FOR CERTAIN PUBLIC ASSISTANCE; AND AUTHORIZING THE APPLICANT'S AUTHORIZED REPRESENTATIVES TO EXECUTE AND DELIVER SAID APPLICATION ON BEHALF OF APACHE COUNTY.

**BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA, as follows:**

**Section 1.** The Designation of Authorized Representative's forms to the Arizona Department of Emergency and Military Affairs, which designates Brian Hounshell, the Director of Emergency Management, and Ferrin Crosby, the Engineering Director of Apache County, as Authorized Representative and Alternate Authorized Representative, respectively, to execute applications on behalf of Apache County for the purpose of obtaining financial assistance under the Disaster Relief Act, is hereby approved in the form attached hereto.

**Section 2.** Brian Hounshell, the Director of Emergency Management, and Ferrin Crosby, the Engineering Director, are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED this 6th day of June 2023.

ATTEST:

\_\_\_\_\_  
Alton Joe Shepherd  
Chairman of the Board

\_\_\_\_\_  
Ryan N. Patterson  
Clerk of the Board

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

FORM 01/18/2018

Submitter's Name Apache County Emergency Management

Date/Signature: \_\_\_\_\_

Describe in detail what you want to say to the Board and what action you want the Board to take:

Request approval to end the State of Emergency for Resolution 2023-01 Snow and Mud in District 2 entered on January 18, 2023 and Resolution 2023-09 Flooding in Chinle, District 1, entered on April 24, 2023.

BOS Meeting Date: June 2023

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PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Check if item does not require review

---

Finance Review: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Check if item does not require review

---

Human Resources Review: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Check if item does not require review

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Other Review: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Check if item does not require review

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Reviews completed, item approved for Agenda. Board Clerk's Initials \_\_\_\_\_

\_\_\_\_\_

**Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM**

Submitter's Name Emergency Management

Date/Signature: \_\_\_\_\_

Describe in detail what you want to say to the Board and what action you want the Board to take:


Discussion and possible approval to accept the Healthy Forest Initiative Grant (Grant Agreement No. HFI 22-324) from AZ Department of Forestry and Fire Management in the amount of \$213,000

BOS Meeting Date: June 6th, 2023

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**PRE-AGENDA ITEM REVIEW**

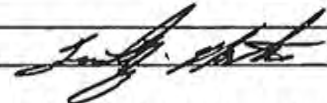
Legal Review: \_\_\_\_\_

Signature: 

Check if item does not require review

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Finance Review: \_\_\_\_\_

Signature: 

Check if item does not require review

---

Human Resources Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Check if item does not require review

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Other Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Check if item does not require review

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Reviews completed, item approved for Agenda. Board Clerk's Initials \_\_\_\_\_

---

**Arizona Department of Forestry and Fire Management**  
**Grant Agreement No. HFI 22-324**  
**Healthy Forest Initiative Grant Program**

This grant agreement ("Agreement") is entered into by and between the ("Grantee") Arizona Department of Forestry and Fire Management ("State Forestry" or "State") and ("Sub-grantee"), Apache County (UEI #DJ1FMTLJL4V6), pursuant to authorities granted under Arizona Revised Statute 37-1302.

**I. PURPOSE OF AGREEMENT**

State Forestry is the recipient of funds provided by the State of Arizona for the purpose of hazardous vegetation mitigation projects within the State of Arizona.

The objective of this funding is to assist communities, which have been identified as having wildfire hazard potential, with fire prevention, critical infrastructure protection, and forest and watershed restoration. This agreement is a sub-award of these State funds.

**II. SCOPE OF WORK**

Compensation is contingent upon Sub-grantee fulfilling the Scope of Work and project commitments as identified in the Grant Application (Attachment A) and as amended by the approved Detailed Project Plan (Attachment B).

**III. PROGRAMMATIC CHANGES**

Sub-grantee shall obtain prior approval for any changes to the scope of objectives of the approved project, key personnel, or transfer of substantive programmatic work to another party.

**IV. TERM OF AGREEMENT**

This Agreement shall be effective immediately upon signature by all parties and will terminate on March 31, 2025 unless otherwise terminated or modified pursuant to the terms herein.

**V. COMPENSATION AND MATCHING INVESTMENT**

Grant funds may be utilized for up to 70% of the total cost of this program.

A contribution by the Sub-grantee for an additional Cost Share Match of 30% of the total cost of the program is required (including contributions of third parties). Support documentation outlining project costs including cost share match is required.

Compensation under this agreement shall be on a reimbursement basis, shall not exceed the total eligible costs of the project, and total compensation (State Forestry grant portion) shall not exceed \$213,000.00

Only costs for those project activities approved in (1) the initial award, or (2) approved modifications thereto, are allowable. All payments are contingent upon the availability of State funds. Reimbursement payments will be made to the Sub-grantee normally within ninety days after receipt of the reimbursement request and required documentation.

## **VI. ELIGIBLE COSTS**

Eligible costs must be incurred during the Term of the Agreement, conform with the General Provisions of this Grant Agreement (Attachment C) and all other provisions identified herein, and be submitted to State Forestry along with detailed supporting documentation. This is a reimbursable grant program for actual costs incurred on project work. Support documentation must show dates and amounts of all expenses (See Attachment D).

Reimbursement for purchase of Capital Equipment (equipment costing more than \$5,000 per unit price) is **NOT allowed** under this agreement. Capital Equipment may only be used as match with prior approval from State Forestry.

## **VII. ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS**

It shall be the responsibility of the Sub-grantee to establish and document both accounting and administrative control procedures for their organization. Such procedures shall be followed to ensure grant funds are being tracked and spent in accordance with all applicable laws and within the terms of the grant agreement/award. Sub-grantee accepts full liability for resources administered through the grant.

## **VIII. AUDIT REQUIREMENTS**

ARS 35-181.03. Sub-grantee must also comply with applicable ARS 35-181.03 provisions for financial and compliance audits.

In the event that an audit determines that unallowable costs have been charged to the grant and funds have been disbursed to the Sub-grantee, then the Sub-grantee accepts full liability and must pay back all costs incurred and deemed unallowable. The Sub-grantee shall, upon request of the State, participate with State personnel in performing interim and/or final inspections.

## **IX. PROCUREMENT REQUIREMENTS**

The Sub-Grantee shall comply with all applicable provisions of State laws and regulations in regard to procurement of goods and services, and to contracts for repair or restoration of public facilities.

The Sub-grantee shall not enter into cost-plus-percentage-of-cost contracts for completion of disaster restoration or repair work. The Sub-grantee will not enter into contracts for which payment is contingent upon receipt of State funds. Sub-grantees are responsible for developing, documenting, and adhering to their own established procurement activities that include both administrative and accounting controls.

## **X. REPORTING REQUIREMENTS**

Sub-grantee shall monitor the performance of the grant activities to ensure that performance goals are being achieved. Sub-grantee shall provide detailed grant/project accomplishments in quarterly reports to State Forestry no later than 30 days after the end of each calendar quarter, or as requested by State Forestry. Quarterly performance reports shall follow the format identified in Attachment E or as may be revised by State Forestry. Reports (quarterly and final reporting) will contain information on the following: (1) A comparison of actual accomplishments to the goals established for the period and for the entire program or project, (2) Output of the project that can be readily expressed in numbers, such as acres of forest treatment, number of citizens served, or other similar

activities. A computation of cost per unit of output may be required where applicable, (3) Reason(s) for delay if established goals were not met. (4) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs. (5) Before and after pictures (required for final report and optional for quarterly reporting). (6) Mapping in the form of a pdf/paper map and matching shapefiles (if required for final reporting; see Section XI below).

Financial/Reimbursement requests may be submitted as often as monthly. Reimbursement requests shall follow the format as identified in Attachment E or as may be revised by State Forestry. Reimbursement requests submitted with documentation (grant share or match) that is older than 6 months will not be accepted without prior approval.

Cumulative match share must accrue proportionally with reimbursable costs. Each reimbursement request must have the minimum required match share included and documented (minimum cumulative match must reflect equal proportion to the cumulative total amount). It is allowed to document match over the required match share in each reimbursement request and to use this towards the total grant match requirement.

Financial/Reimbursement requests may be held for processing until quarterly accomplishment/performance reports are current.

A final accomplishment report and all financial/reimbursement requests and required documentation shall be provided at completion of the grant project, but no later than 30 days after the end of the grant term. Final financial reimbursement may be held until all accomplishment reporting is complete and submitted to State Forestry.

All accomplishment and financial reports shall be submitted to the State Forestry contact as identified below in Section XIII (PRINCIPLE CONTACTS).

Sub-grantee shall immediately notify State Forestry of developments that have a significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

**XI. MAPPING (CHECK ONE)     Required     Not Required**

Project Center Coordinates (in Decimal Degrees):

Latitude (y-coordinates) 33.993000    Longitude (x-coordinates) -109.180000

Center coordinates are required for all projects, regardless of mapping requirements. If the project requires a mapping component, both a 1-page PDF map and matching GIS (Geographic Information System) polygon data are required prior to project start date and at the time of final accomplishment report submission. Data files (Shapefiles, File Geodatabase, or KML polygons) created using GIS applications, must be submitted showing treatment/project area(s) and their name(s) or parcel number(s). GIS acres must match projected and actual treatment acres.

## **XII. COMPLIANCE AND PERMITS**

Grantee agrees that it is responsible for acquiring all permits required by applicable federal, state, and local jurisdictions, prior to treatment. Grantee also agrees that it is responsible for adherence to all applicable statutes, regulations, ordinances, and codes promulgated by applicable federal, state, and local jurisdictions, including but not limited to environmental regulations concerning the presence, existence, discharge, emission, or removal of any substances such as by-products, wastes, pollutants, and hazardous and toxic materials.

## **XIII. PRINCIPAL CONTACTS**

NOTE: Principal contact should be one contact person responsible for overseeing all elements of the grant project including but not limited to accounting, administrative and field portions of the project.

Each party certifies that the individuals listed below are authorized to act in their respective areas for matters related to this instrument.

### **Principal Sub-grantee Contact:**

Malena Hannah, Senior Project Manager  
MH Consulting and Project Management  
PO Box 333  
St. Johns, AZ 85936  
(928) 551-1769  
mhannah@mhcandp.com

### **Principal Arizona State Forestry Contact:**

Lark Sundsmo, Grants Program Specialist  
Arizona Department of Forestry and Fire Management  
1110 West Washington Street, Suite 500,  
Phoenix, AZ 85007  
(602) 694-6109  
lsundsmo@dffm.az.gov

**XIV. NOTICES**

Any and all reports, notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person, sent by electronic mail, or sent by United States Mail, postage prepaid, to the parties at their respective addresses as set forth immediately below:

<p><b><u>STATE FORESTRY</u></b></p> <p><b>John Richardson</b> <b>Assistant State Forester for Forestry Programs</b> <b>Arizona Department of Forestry and Fire Management</b> <b>1110 West Washington, Suite 500</b> <b>Phoenix, AZ 85007</b> <b>602-771-1420</b> <b><a href="mailto:jrichardson@dffm.az.gov">jrichardson@dffm.az.gov</a></b></p>	<p><b><u>SUB-GRANTEE</u></b></p> <p><b>Apache County Emergency Mgt.</b> <b>Brian Hounshell</b> <b>PO Box 428</b> <b>St Johns, AZ 85936</b> <b>(928) 337-4364</b> <b><a href="mailto:bhounshell@co.apache.az.us">bhounshell@co.apache.az.us</a></b></p>
---	--

**XV. AWARD CLOSEOUT**

Sub-grantee shall close out the grant within 30 days after expiration or notice of termination. If this award is closed out without audit, Arizona State Forestry reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

**XVI. AUTHORITY**

Sub-grantee shall have the legal authority to enter into this agreement, and shall have the institutional, managerial, and financial capability to ensure proper planning, management, accounting and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

**XVII. ATTACHMENTS**

The following Attachments are part of this Agreement:

- A.** Project Application
- B.** Detailed Project Plan
- C.** General Provisions
- D.** Documentation of Expenses
- E.** Quarterly Report and Reimbursement Forms

**XVIII. IN WITNESS WHEREOF**, the parties agree to execute this agreement as of the last date written below.

<p><b><u>STATE FORESTRY</u></b></p> <p>Arizona Department of Forestry and Fire Management. 1110 West Washington, Suite 500 Phoenix, AZ 85007</p>	<p><b><u>ACCEPTED BY SUB-GRANTEE</u></b></p> <p>Apache County Board of Supervisors Alton Joe Shepherd, Jr. Chairman PO Box 428 St Johns, AZ 85936</p>
--	---

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

**Arizona State Forester**

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Alton Joe Shepherd, Jr.  
\_\_\_\_\_

**Chairman**

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

**Assistant State Forester for Forestry Programs**

Date: \_\_\_\_\_

**ATTACHMENT A**

**Project Application  
(Cover Sheet)**

## Applications: A18 Nutrioso Firewise and Fuels Reduction Program

### Profile

mhannah@mhcandp.com

### Organization Name

A18 Apache County Emergency Management

### 1. Application/Project Title (50 character max)

A18 Nutrioso Firewise and Fuels Reduction Program

### 2. Program/Project Congressional District (check all that apply)

1

### 3. Program/Project Legislative District (check all that apply)

6, 7

### 4. Project Lead (250 character max)

Malena Hannah of MH Consulting is the manager and administrator for this project. She has managed forest thinning, CWPP, and other projects for over 10 years and is currently managing an HFI grant in Eagar, AZ.

### 5. Acres to be Treated

300

### 6. Treatment Type

Hand and Mechanical

### 7. Center Coordinates and PDF Map (0-10 points, 25 character max)

33.993, -109.180

### 8. Project Overview and Area Description (0-10 points, 500 character max)

There are 300 acres of private property identified for treatment 15 miles SE of Eagar and 15 miles N of Alpine with Heavy Ponderosa Pine, Cedar, and Juniper in traditionally grazed grasslands. The project abuts FS to the south and east and AZ Hwy 180 to the west. Northern project boundary is County Road 2315. A dozer line/access road splits the project from east to west, creating a fuel break. The area is high risk under both the Apache County CWPP and the AZ-WRAP.

### 9. Project Goals, Objectives, and Deliverables (0-15 points, 750 character max)

Planned treatment of 300 acres will take place in Nutrioso over two years to reduce wildfire threat to residents in the area and protect native grasslands, transportation and power infrastructure, and compliment NF treatments. The area has become overwhelmed with cedar and juniper. Removal of these species while maintaining proper pine spacing and Firewise prescriptions around homes and structures will reduce available fuels for wildfire ignition and spread. The project site is subject to winds from the south that have the potential to push fire from NF lands which have a high to extreme wildfire risk rating. The Alpine Ranger District has planned those forest lands for treatment. This project will compliment those treatments.

### 10. Scope of Work and Project Timeline (0-25 points, 1,000 character max)

Treatment will take place on 300 acres with 5 property owners. Each property has been preliminarily assessed and each owner has been contacted and entered into landowner agreements with Apache County and cooperator agreements with NRCS. Upon award, FireWise assessments will be conducted, and thinning prescriptions prepared. Terrain varies but is easy to walk and access with equipment. A combination of mechanical and hand treatment is planned. Costs are estimated at \$1,000 per acre with a 10% landowner match. The 1st year aims to treat 150 acres and 150 acres treated in the 2nd year. Apache County EM will carry out site assessments and mapping. The AC drone pilots will fly the projects before and after treatment for picture documentation as well as mapping. NRCD and MH consulting will aid Apache County in assessment and prescription development. MH consulting will manage all aspects of the project including reporting and financials.

**11. Collaborative Elements, Partners, and Beneficiaries (0-10 points, 500 character max)**

NRCD- Apache District, Daric Knight, Chairman- \$10,000 match and technical support.

Apache County Emergency Management, Brian Hounshell - \$35,000 in-kind match, planning, site assessment, payment processing, mapping, material hauling.

MH Consulting and Project Mgt- Malena Hannah- Project manager, assessments, contractor procurement, prescriptions, reporting.

Apache Sitgreaves, Alpine Ranger District, Justin Gabler- Collaborative planning and Nutrioso WUI treatment adjacent to project site.

**12. Sustainability Plan (0-10 points, 500 character max)**

The landowner agreement outlines a requirement to maintain treatment for proper fire mitigation. Landowner education on fire adapted landscapes and their ability to withstand wildfire is a key component to project longevity. Maintenance costs are about \$100 per acre post treatment. Owners are responsible for maintenance and costs but when properly implemented and can sometimes be no more than general raking and trimming. Ongoing education can reduce or eliminate the need for costly reentry.

**Upload Budget Form (0-20 points, one form per project, maximum of 2 pages)**

2022 AZ Healthy Forest Initiative\_Project Budget Worksheet (1).docx

**Upload Project Overview Map (maximum of 1 page - 8 1/2 x 11)**

Nutrioso HFI 2022 Map.pdf

**Upload Letters of Support (optional, maximum of 5 pages - 8 1/2 x 11)**

HFI 2022 Nutrioso Letters of Support.pdf

**Is the project identified as a specific priority within a CWPP?**

Yes

**Is the proposed project area classified as High (7), Very High (8), or Extreme Risk (9) by AZWRAP?**

(7) Yes High

**Does the project align with Arizona Forest Action Plan objectives?**

Yes

**Average Score**

**# of Reviews**

0

**# of Denials**

0

**Applications: File Attachments**

**Upload Budget Form (0-20 points, one form per project, maximum of 2 pages)**

2022 AZ Healthy Forest Initiative\_Project Budget Worksheet (1).docx

**Upload Project Overview Map (maximum of 1 page - 8 1/2 x 11)**

Nutrioso HFI 2022 Map.pdf

**Upload Letters of Support (optional, maximum of 5 pages - 8 1/2 x 11)**

HFI 2022 Nutrioso Letters of Support.pdf

Project: 2022 Nutrioso Firewise and Fuels Reduction Program

<b>Total Project Budget (by expense type)</b>				
<b>Budget Detail</b>	<b>Grant Share</b> (\$ Amount Requested)	<b>Match</b>		<b>TOTAL</b>
		<b>Dollars</b>	<b>In-Kind</b>	
<b>Administrative Labor:</b>	\$18,000	\$0	\$30,000	\$48,000
<b>Project Labor:</b>	\$0	\$0	\$20,000	\$20,000
<b>Travel:</b>	\$0	\$0	\$5,000	\$5,000
<b>Supplies:</b>	\$0	\$0	\$0	\$ 0
<b>Contractual:</b>	\$275,000	\$10,000	\$30,500	\$315,500
<b>Other1:</b>	\$0	\$0	\$0	\$ 0
<b>Other2:</b>	\$0	\$0	\$0	\$ 0
<b>TOTAL:</b>	\$293,000	\$10,000	\$85,500	\$388,500

<b>Budget Narrative</b>
<p><b>Provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match (add additional pages if needed).</b></p> <p>Apache County is requesting \$293,000 in grant funds for this project. Additionally, \$95,500 has been secured in project match. The total project cost is \$388,500 to treat 300 acres in the Nutrioso area.</p> <p>Administrative labor is estimated to cost \$48,000. A portion of that amount will be billed to the grant, \$18,000, and the remainder will be reported as program match, \$30,000. Approximately \$24,000 will be paid to MH Consulting as the project manager and administrator for record keeping, quarterly reporting, communication with property owners and agencies, and maintenance of overall contract compliance over the life of the grant. The budgeted amount constitutes 25 hours each month at \$50 per hour. The remaining \$24,000 is estimated for time that Emergency Management staff will spend processing payments, record keeping, and general administration associated with the project.</p> <p>Project labor in the amount of \$20,000 will come from Apache County Emergency Management staff and be reported to the project as match. EM staff will assist with thinning efforts, property assessments, and haul material off site. Apache County operates a heating fuel program and utilizes thinned trees for firewood processing. That firewood is distributed to the Navajo Nation for low-income, disabled, elderly, and veteran residents each fall for winter heating.</p>

**Budget Narrative - Continued**

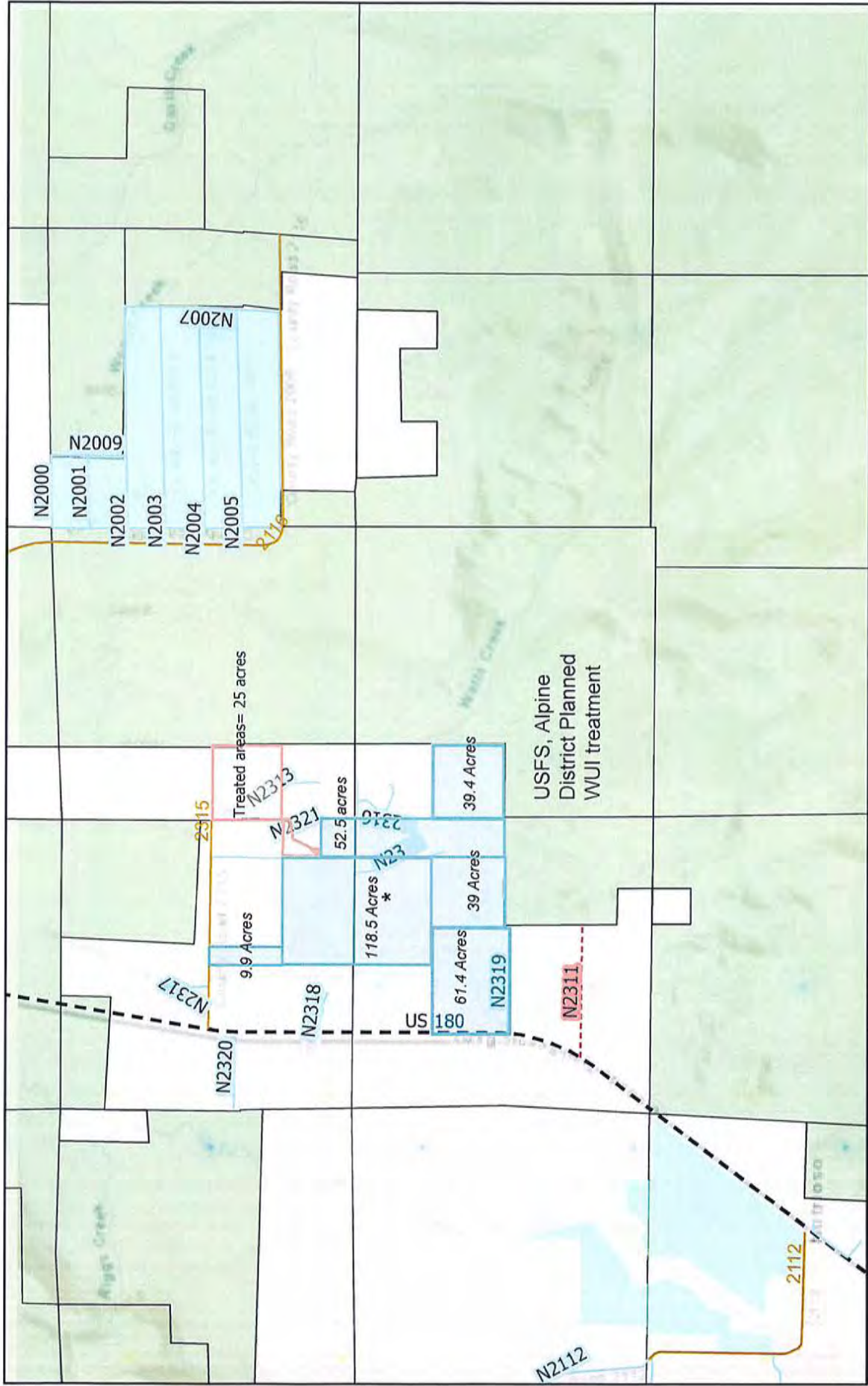
**Use this additional space to provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match (add additional pages if needed).**

A combined hourly rate for 3 full time employees is \$93.03 for 107.5 hours over the life of the project totaling \$10,000. Another \$10,000 in match will come from the Apache County Drone Mapping program. That rate has been negotiated between AZ DFFM and Apache County at \$150/hour. The drone pilot will help with fuels inventory and mapping of the project.

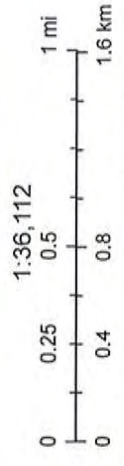
Travel expenses in the amount of \$5,000 will be reported as match to the project. County employees and MH Consulting will make 30 trips each to the project site times three vehicles at the current federal mileage rate. Each trip totals 45 miles one way.

Contractual expenses are estimated at \$315,000 for treatment of 300 acres at \$1,050 per acre. \$275,000 (87.3%) is being requested in grant funds and \$40,000 (12%) has been secured in program match for this line item. Property owners will pay \$30,500 as their portion of the thinning costs. Additionally, \$10,000 will come from NRCD to help cooperators meet the match requirement.

# Nutriosio HFI 2022



5/20/2022, 12:39:42 PM



- Subdivisions** (dashed line)
- County Roads** (solid line)
- Highways** (dashed line)
- Roads**
  - Not Passable (dashed line)
  - Passable (solid line)
- Land Ownership**
  - Private (white box)
  - National Forest (light green box)
  - Treatment Area 321 acres (blue box)

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kadaster NL, Ordnance Survey, Esri, Apache County  
 Apache County  
 GIS Program, Habitat Branch, Wildlife Management Division, Arizona Game and Fish Department | Bureau of Land Management, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, METI/NASA, EPA, USDA |

\* 33.993, -109.180

Profile: [mhannah@mhcandp.com](mailto:mhannah@mhcandp.com)

## Applicant Information

Tell us about you.

**Linked Applicant**

[mhannah@mhcandp.com](mailto:mhannah@mhcandp.com)

**First name**

Malena

**Last name**

Hannah

**Email**

[mhannah@mhcandp.com](mailto:mhannah@mhcandp.com)

**Title**

Senior Project Manager

**Company**

MH Consulting and Project Management

**Company Website**

**City**

SAINT JOHNS

**State**

Arizona

## Organization Information

Tell us about your organization.

**Organization Name**

Apache County

**Employer Identification Number (EIN)**

86-6000385

**DUNS**

170320027

**Authorized Representative**

Brian Hounshell

**Business/Finance Representative**

Timothy Hinton

## Organization Address

**Address**

PO Box 428

**Address 2**

**City**

Saint Johns

**State**

Arizona

**County**

Apache County

**Congressional District/Region**

1

**Zip**

85936

**Phone**

928-245-7310

**Phone Extension****Fax**

Authorized Representative (if different from above)

**Name****Title****Email****Phone**

Business/Finance Contact (if required)

**Name**

Timothy Hinton

**Title**

Finance Director

**Email**

thinton@co.apache.az.us

**Phone**

928-337-4364

**ATTACHMENT B**  
**(Cover Sheet)**

**Detailed Project Plan – Subject to State Approval**  
(Include specific planned accomplishments, detailed project budget, and time line)

***Nutriosio Firewise and Fuels Reduction Health Improvement Project***  
***Detailed Project Plan February 2022***

**Project Narrative**

This project will treat 208 of approximately 400 acres of private property forest restoration that has been identified in Nutriosio 15 miles SE of Eagar and 15 miles N of Alpine. The vegetation is heavy Ponderosa Pine, Cedar, and Juniper in traditionally grazed grasslands. The project abuts FS to the south and east and AZ Hwy 180 to the west. The Northern project boundary is County Road 2315. A dozer line/access road splits the project from east to west. The area is considered high risk in the 2004 Apache County CWPP and high risk in the current AZ-WRAP. Winds from the southeast can push wildfire from extremely high risk areas (the Wallow Fire burn footprint) into this project. Power lines runs along the eastern boundary, north and west.

**Goals and Objectives**

Project goals and objectives will be achieved through a collective partnership of state, federal, and local agencies, and private landowners.

**Main Goal:**

The main goal of this project is to protect Nutriosio from catastrophic wildfire while improving forest health and historical grasslands.

**Objectives:**

Treat 208 acres of private property within the Nutriosio WUI.

Work in collaboration with the USFS to treat federal lands adjacent to the project boundary under Good Neighbor Authority.

**Planning**

Planned treatment of 208 acres will take place in Nutriosio over two years to reduce wildfire threat to residents in the area and protect native grasslands, transportation and power infrastructure, and compliment National Forest treatments. The area has become overwhelmed with cedar and juniper. Removal of these species while maintaining proper pine spacing and Firewise recommendations around homes and structures will reduce the available fuels for wildfire ignition and spread. The project is subject to high winds from the south that have the potential to push fire from NF land which have a high to extreme wildfire risk rating. These lands are flagged for treatment by the Alpine Ranger District.

## **Project Scope**

Treatment will take place on 208 acres over two years and will involve 4 property owners. Each property has been preliminarily assessed and each owner has been contacted and entered into landowner agreements with Apache County and cooperator agreements with NRCS. More in depth FireWise assessments will be conducted at the time of the contract award and thinning prescriptions prepared.

Terrain varies but is easy to walk overall and accessible with equipment. A combination of mechanical and hand treatment is planned. Mastication will be carried out on 45 acres. Hand thinning and slash removal will take place on the remaining 163 acres. The identified 163 acres will be treated as a grassland restoration project to increase agricultural production. Partnering with NRCD is crucial to achieve the desired outcomes.

Apache County EM will carry out site assessments and mapping. The AC drone pilots will fly the projects before and after treatment for picture documentation as well as mapping. NRCD and MH consulting will conduct assessments and develop prescriptions. MH consulting will manage all aspects of the project including reporting and financials.

Post treatment, property owners are responsible for maintenance. The landowner agreement outlines a requirement to maintain treatment for proper fire mitigation. Landowner education on fire adapted landscapes and their ability to withstand wildfire is a key component to project longevity. Maintenance costs are about \$100 per acre when properly implemented and can sometimes be no more than general raking and trimming.

MH consulting will be responsible for all deliverables to DFFM including progress reports, quarterly reports, and reimbursement requests. Apache County will process all financial payments to the landowners. This will be done in accordance with Apache County's purchasing and procurement policies. For example, landowners will be asked to obtain three quotes from contractors on the County's approved list. The list is comprised of timber contractors that are licensed and insured and have a thorough knowledge of Firewise principles and fuels mitigation. Emergency management staff will assist in removal of slash after treatments are completed.

Project deliverables and outcomes include mitigation and fuels reduction by removing 90% of pinon/juniper and cedar. Pine reduction by 25-50% per acre through removal of any dead, dying, diseased, or otherwise unhealthy tree while maintaining proper spacing in healthy forest stands is planned. Erosion control will be achieved by allowing native species the opportunity to reestablish through reduced tree density. In some areas re-seeding with native grasses will be proposed to property owners. Rangeland health and grassland restoration is a primary goal of the project and will be attained by removing woody biomass from the understory and reducing tree density. Wildlife habitat will be improved by reducing the risk of catastrophic wildfire. Protection of infrastructure such as power lines and roadways are further intended outcomes.

Apache County will utilize its drone capabilities in assessing properties. With permission from property owners, staff will fly each property for an accurate tree count. Upon a follow-up

inspection, a second flyover will be conducted along with a second tree count. This information will provide the necessary data to establish the percentage of fuel load reduction that is taking place. Before and after photo and video documentation will measure the immediate results during and post-treatment. The drone information will aid in mapping of the projects. MH Consulting will subcontract the GIS mapping component. Thinning prescriptions vary but are consistent with FIREwise recommendations and tree spacing that prevents crown fire. MH Consulting will work with local agencies including the Alpine Ranger District and NRCD for additional guidance.

**Nutrisio HFI 2023- Apache County**

**YEAR 1**

Contract in place	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24
Treatments Begin				Qtrly Report Due weather delays	Treatments Continue	Treatments Continue	50% or 100 acres Complete	75% or 125 acres complete	Weather delays	Qtrly Report Due		updated mapping	
		20% or 40ac complete	25% Completion										

\* Site visits conducted on a monthly basis throughout the project.

**YEAR 2**

Possible fire season delays complete	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25
Treatments Continue		Qtrly Report Due weather delays	Treatments Continue	Treatments Continue	100% or 200 acres complete	Weather delays	Qtrly Report Due	Qtrly Report Due	Qtrly Report Due	final inspections and mapping for final report and project closeout	updated mapping	
80% or 160 acres	95% or 180 acres complete											

\* Site visits conducted on a monthly basis throughout the project.

Project: 2022 Nutrioso Firewise and Fuels Reduction Program

<b>Total Project Budget (by expense type)</b>				
<b>Budget Detail</b>	<b>Grant Share (\$ Amount Requested)</b>	<b>Match</b>		<b>TOTAL</b>
		<b>Dollars</b>	<b>In-Kind</b>	
<b>Administrative Labor:</b>	\$0	\$0	\$0	\$ 0
<b>Project Labor:</b>	\$0	\$15,000	\$0	\$15,000
<b>Fringe Benefits:</b>	\$0	\$0	\$0	\$ 0
<b>Travel:</b>	\$0	\$2,122	\$0	\$2,122
<b>Equipment:</b>	\$0	\$0	\$0	\$ 0
<b>Supplies:</b>	\$0	\$0	\$0	\$ 0
<b>Contractual:</b>	\$213,000	\$46,840	\$0	\$259,840
<b>Other:</b>	\$0	\$0	\$27,696	\$27,696
<b>TOTAL:</b>	\$213,000	\$63,962	\$27,696	\$304,658

<b>Budget Narrative</b>	
<p><b>Provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match (add additional pages if needed).</b></p> <p>Apache County is requesting \$213,000 in grant funds for this project. Additionally, \$91,658 has been secured in project match. The total project cost is \$304,658 to treat 208 acres in the Nutrioso area.</p> <p>Project labor in the amount of \$5,000 combined rate of \$93.03 per hour for 3 full time staff members for a combined 53.75 hours will come from Apache County Emergency Management staff and be reported to the project as match. EM staff will assist with thinning efforts, property assessments, and hauling of some material off site. Apache County operates a heating fuel program and utilizes thinned trees for firewood processing. That firewood is distributed within Apache County for low-income, disabled, elderly, and veteran residents each fall for winter heating.</p> <p>An amount of \$10,000 will be matched to the grant in project labor from the Apache County Drone Mapping program. That rate has been negotiated between AZ DFFM and Apache County at \$150/hour. The drone pilot will help with fuels inventory and mapping of the project.</p>	

### Budget Narrative - Continued

**Use this additional space to provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match (add additional pages if needed).**

Travel expenses in the amount of \$2,122 will be reported as match to the project. County employees will make approximately 12 trips each to the project site times three vehicles at the current federal mileage rate (\$0.655/mile). Each trip totals 45 miles one way.

Contractual: \$260,000 Total

Contractual expenses are estimated at \$240,000 for treatment of 208 acres at approximately \$1,150 per acre. \$200,000 is being requested in grant funds and \$40,000 has been secured in program match for this line item. Property owners will pay \$30,000 as their portion of the thinning costs. Additionally, \$10,000 will come from NRCD to help cooperators meet the match requirement.

Another \$20,000 will be paid to MH Consulting. MH Consulting is the project manager and administrator for record keeping, quarterly reporting, communication with property owners and agencies, and maintenance of overall contract compliance over the life of the grant. The budgeted amount constitutes 16 hours each month at \$50 per hour. \$6,850 will be reported as program match and the remaining \$13,150 will be billed against the grant funds.

Indirect costs have been added to this budget within the de-minimus rate of 10% of total project costs. Apache County does not have a NICRA, but a memo is attached outlining the rate.



## APACHE COUNTY FINANCE DEPARTMENT

P.O. BOX 428  
ST. JOHNS, ARIZONA 85936-0428  
SWITCHBOARD: (928) 337-4364  
FACSIMILE: (928) 337-7600

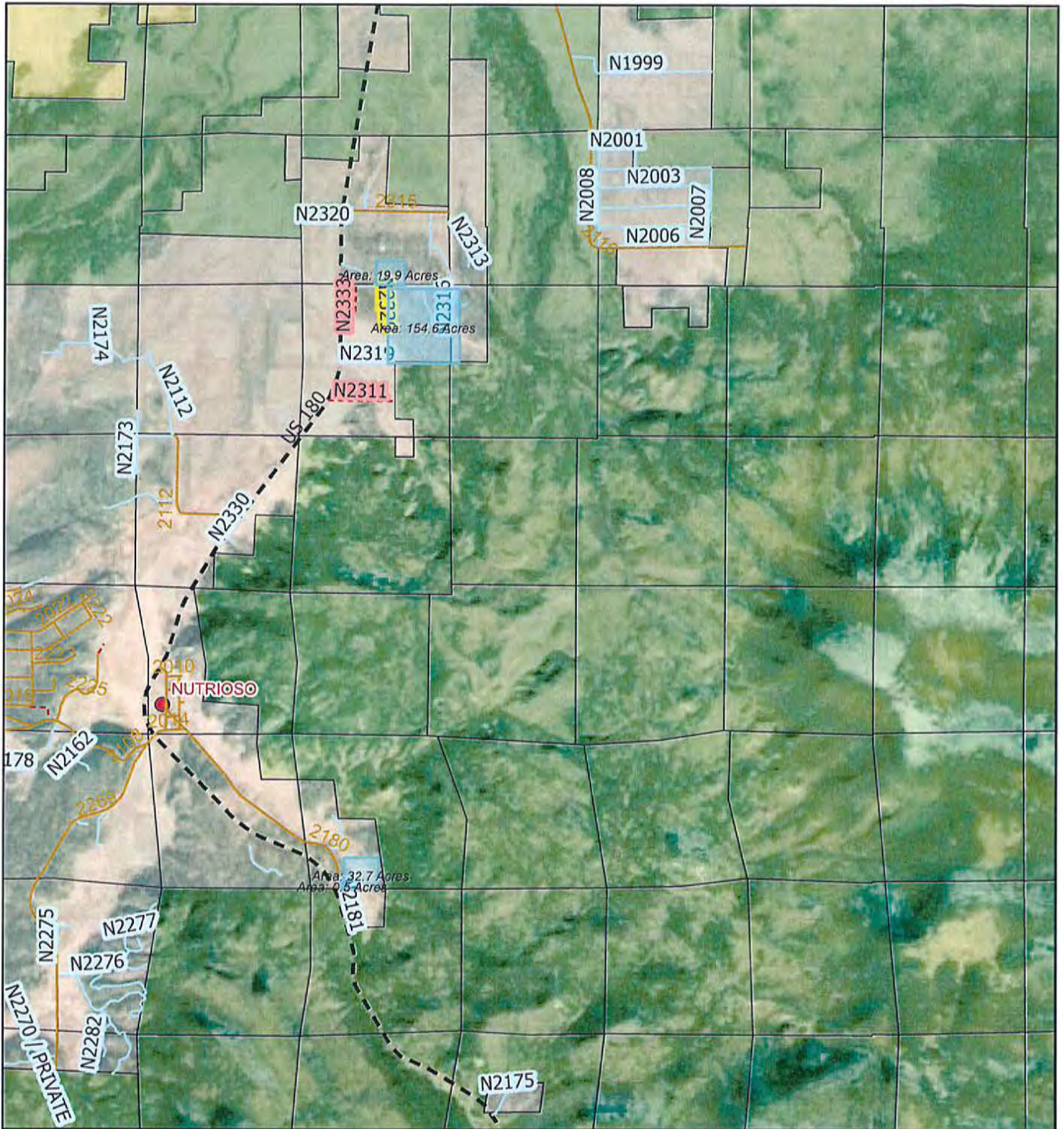
Dear Forester:

Please accept this letter as proper documentation for the indirect costs related to the Healthy Forest Initiative projects.

Apache County does not have a Negotiated Indirect Cost Rate Agreement. However, for the Healthy Forest Initiative grants, the County would like to charge a 10% de-minimis rate for indirect costs. These indirect costs would be specific to costs incurred by departments within Apache County outside of the office of Emergency Management. Costs are incurred by the Finance and County Manager's office to process landowner financial documents (i.e. W-9's, new vendor set-up, and 1099G forms, etc.), issue landowner reimbursements, process contractor payments, present contracts and amendments to the Board of Supervisors, and participate in annual audits.

Timothy Hinton  
Apache County Finance Director

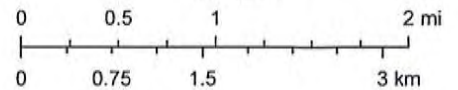
# Nutriosos HFI Map



5/21/2023, 8:56:37 AM

1:72,224

- |                    |                |                    |
|--------------------|----------------|--------------------|
| County Roads       | Highways       | Private            |
| N Roads            | Towns          | Proposed Treatment |
| Not Passable       | Land Ownership | 208 Acres          |
| Partially Passable | Forest         |                    |
| Passable           | Game & Fish    |                    |



Earthstar Geographics

## **ATTACHMENT C**

### **General Provisions**

#### ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It is the Sub-grantee's responsibility to develop, document, administer and manage the appropriate accounting and administrative procedures for managing the grant in accordance with all applicable State laws.

If any program income is generated as a result of this grant/agreement, the income earned during the term of this agreement shall be applied using the deductive method as described in 2 CFR 200.307 ; the deductive alternative is the preferred method, unless specifically authorized by the Signatory Official. Costs incident to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award/agreement and they comply with the applicable Cost Principles.

#### HATCH ACT

The Sub-grantee shall comply with provisions of the Hatch Act limiting the political activities of public employees.

#### NEPA

The Sub-grantee shall comply with applicable State and Federal laws regarding the environment (NEPA; National Environmental Protection Act).

#### COVENANT AGAINST CONTINGENT FEES

The Sub-grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sub-grantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the State shall have the right to annul this agreement without liability, or, in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

#### MODIFICATIONS

Modifications within the scope of this award shall only be made by mutual consent of both parties, by issuance of a written amendment signed and dated by all properly authorized signatory officials prior to any changes being performed. Requests for modification shall be made, in writing, at least thirty (30) days prior to the implementation of the requested change. Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

#### EXTENSIONS

Timely completion of this project is required. If this agreement is extended by mutual written consent of the parties, all terms, conditions and provisions of the original agreement shall remain in full force and effect and apply during any extension period. Any extension of time granted shall not constitute or operate as a waiver by the State of any of its rights herein. Extensions will only be considered and/or made if the Sub-grantee has demonstrated reasonable efforts to complete the grant project as defined in the original detailed project plan and has a clear and specific plan for completion of the project within the extended time period.

#### RESPONSIBILITY FOR CLAIMS AND LIABILITIES

The Sub-grantee agrees to assume all risk of loss to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, losses, damages causes or action, fines or judgments, including costs, attorney's and witnesses' fees and expenses incident thereto, for injuries or death to persons and for loss of, damage to, theft of or destruction of any property including loss of use thereof arising out of or in connection with the performance of duties required by agreement, all whether or not authorized or agreed to by the State or Sub-grantee.

#### RETENTION OF RECORDS

The Sub-grantee and any subcontractor shall maintain and store all documents, papers, accounting records; other evidence pertaining to costs incurred for this work, and shall make all such materials available at any reasonable time during the term of work and for five (5) years from the date of final payment to the Sub-grantee. The Sub-grantee may be required to provide such records as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

#### EQUAL OPPORTUNITY/NON-DISCRIMINATION

The Parties agree to comply with Chapter 9, Title 41, Arizona Revised Statutes (Civil Rights), Arizona Executive Order 2009-09 and any other federal or State laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.

The Sub-grantee shall comply with Arizona Executive Order 75-5 and as amended by Arizona Executive Order 2009-09 relating to non-discrimination in employment by government contractors and subcontractors. These regulations are herein incorporated by reference and made a part of this agreement.

#### ARBITRATION

To the extent required by A.R.S. §12-1518 and 12-133, the parties agree to use arbitration, after exhausting applicable administrative review, to resolve disputes arising out of this agreement.

#### ANTITRUST VIOLATIONS

The Sub-grantee and the State recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the purchaser or ultimate user. Therefore, Sub-grantee acting as a vendor, hereby assigns to State any and all claims for such overcharges.

#### TERMINATION BY MUTUAL AGREEMENT

This award may be terminated, in whole or part, as follows:

- When the State and Sub-grantee agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- By thirty (30) days written notification by the Sub-grantee to the State setting forth the reasons of termination, effective date, and in the case of partial termination, the portion to be terminated.
- If, in the case of a partial termination, the State determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the State may terminate the award in its entirety.

Upon termination of an award, the Sub-grantee shall not incur any new obligations for the terminated portion of the award after the effective date, and shall cancel as many outstanding obligations as possible. The State shall allow full credit to the Sub-grantee for the United States Federal share of the non-cancelable obligations properly incurred by the Sub-grantee up to the effective date of termination. Excess funds shall be refunded within sixty (60) days after the effective date of termination.

#### CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. §38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

#### TERMINATION FOR CONVENIENCE

The Office of the State Forester, by written notice, may terminate this contract, in whole or in part, when it is deemed in the best interest of the State. If this agreement is so terminated, Sub-grantee will be compensated for work performed up to the time of the termination notification. In no event shall payment for such costs exceed the current grant amount.

#### NON-AVAILABILITY OF FUNDS

This agreement shall be subject to available funding, and nothing in this agreement shall bind the State to expenditures in excess of funds appropriated and allotted for the purposes outlined in this agreement.

#### FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the Agreement, the Sub-grantee warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Sub-grantee shall obtain statements from its contractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Grant. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Sub-grantee, contractor or subcontractor performing work under the Grant. Should the State suspect or find that the Sub-grantee or any of its contractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Sub-grantee or Contractor. All costs necessary to verify compliance are the responsibility of the Sub-grantee. The parties agree to comply with A.R.S. §41-4401, the provisions of which are hereby incorporated.

#### SUSPENSION OR DEBARMENT

The Sub-grantee shall not enter into any contract or agreement with any party which is debarred or suspended from participating in State assistance programs.

Submittal of an offer or execution of a contract shall attest that the sub-grantee or contractor is not currently suspended or debarred. If the Sub-grantee or any of its contractors become suspended or debarred, the Sub-grantee shall immediately notify the State. The State may, by written notice to the Sub-grantee, immediately terminate this Agreement if the State determines that the Sub-grantee or their contractors have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

#### GOVERNING LAW

This AGREEMENT is made under, and is to be construed in accordance with, the laws of the State of Arizona.

#### INVALIDITY OF PART OF THIS AGREEMENT

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the AGREEMENT shall remain in full force and effect and shall be binding upon the parties.

#### COUNTERPARTS

This AGREEMENT may be executed in any number of duplicate originals, photocopies or facsimiles, all of which (once each party has executed at least one such duplicate original, photocopy, or facsimile) will constitute one and the same document.

#### INTERPRETATION

This AGREEMENT is not to be construed or interpreted for or against either of the parties on the grounds of sole or primary authorship or draftsmanship.

#### PARAGRAPH HEADINGS

The paragraph headings in this AGREEMENT are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this AGREEMENT or any of its provisions.

#### ENTIRE AGREEMENT

This AGREEMENT contains the entire agreement and understanding of the parties hereto. There are no representations or provisions other than those contained herein, and this AGREEMENT supersedes all prior agreements between the parties, whether written or oral, pertaining to the same subject matter of this AGREEMENT.

#### UNIQUE ENTITY IDENTIFIER (UEI) AND SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM)

Sub-grantee shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or award term(s). For purposes of this award, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).

#### PUBLICATION REQUIREMENTS

ACKNOWLEDGEMENT IN PUBLICATIONS. Sub-grantee shall acknowledge Arizona Department of Forestry and Fire Management in any publications, audiovisuals, and electronic media developed as a result of this award.

## ATTACHMENT D

### Grant Reimbursement and Documentation Requirements

Arizona State Forestry grants are based on reimbursement for *actual costs incurred*. Actual costs may vary slightly from the project plan budget, but must be used to calculate final reimbursement amounts. Sub-grantees are typically required to provide a portion of the total project cost as MATCH contribution to show local investment in the project or program. Match investment cannot be used as a match for any other State or federal cost-share programs. Specific match amount is identified in each grant agreement. All costs and match should conform to the approved project plan and budget contained in the grant agreement – and all reimbursements are subject to Arizona State Forestry approval.

Only project expenses incurred during the term of the signed grant agreement are eligible. (See Term of Agreement)

All documentation submitted for reimbursement must have the correct project name and/or State Forestry grant number, date work was completed, and proof of payment from the Sub-grantee.

All reimbursements to Sub-grantees shall be calculated on the “Grant Reimbursement Form” (Attachment E2). By signing the form, the Sub-grantee assumes full and implied responsibility for all grant costs incurred and submitted on the form. By signature, the Sub-grantee accepts full liability that the work and costs incurred were in accordance with the agreed scope of work and/or approved detailed project plan and in accordance with all applicable Federal and State laws. By signing the “Grant Reimbursement Form”, the Sub-grantee is claiming that costs were incurred following the established procurement process for its own organization and that their process is documented, administered and managed with the correct accounting and administrative procedures and is in accordance with all applicable Federal and State laws.

---

**INELIGIBLE COSTS** – Any expenses submitted for reimbursement that are not properly documented shall not qualify for reimbursement. It shall be the Sub-grantee’s sole responsibility to submit the required and accurate support documentation for all project costs. In the event an audit determines that ineligible costs were charged to the project, the Sub-grantee accepts full liability for such costs.

- Expenses not included in an approved project plan or that are unnecessary for the completion of the project are ineligible for reimbursement or as match.
- NO FOOD or BEVERAGE purchases or donations to others are eligible for reimbursement or as match, unless included in the project plan as budgeted travel costs, and pre-approved by State.
- Capital Equipment costing \$5,000 or more per unit cannot be included as reimbursable costs, but may be included as match with prior approval. State Forestry recommends renting equipment as needed.
- NO purchase of equipment or supplies for individuals are eligible for reimbursement or as match (though purchase of supplies and small equipment by the Sub-grantee organizations for ongoing community use may be eligible).
- Poorly documented match or volunteer hours with insufficient support documentation will not count towards the required match. It is the Sub-grantee’s responsibility to keep all project/grant records pertaining to matching requirements. In the event an audit determines that ineligible match was credited to the project, the Sub-grantee accepts full liability for such costs.

## ATTACHMENT D

### Grant Reimbursement and Documentation Requirements

**REIMBURSABLE PROJECT EXPENSES** – are direct, out-of-pocket expenditures for eligible project activities that are supported by paid invoices, canceled checks, signed receipts, or official payroll records. Examples include:

- **Labor (Administrative and Personnel)**- may include paid staff, or documented reimbursement from Sub-grantee to others for services. Related expenses such as employee benefits or required travel costs are also eligible if properly documented.

hours were contributed towards the grant. A supervisor's approval signature should

- 
- **Contracted Services** – Contracting for services from outside organizations or businesses is permitted if included in the approved project plan and budget. Such services could include contracted fuels crews, arborists, trucking, waste disposal, and other costs.
- **Supplies** - may include operating supplies, office supplies, and small equipment purchased by the Sub-grantee and necessary for the completion of the project.

- **Travel** - may include mileage reimbursement

○

- **Equipment** - may include the cost of renting equipment, fuel, operational costs or repairs at an accepted rate

○

Rate - It already includes fuel and

- **Other**

**Indirect Costs** – Agreed upon indirect costs can be included for reimbursement. No more than 10% of the indirect costs may come from the grant share.

■

■

■

## ATTACHMENT D

### Grant Reimbursement and Documentation Requirements

**ELIGIBLE MATCH** – Grants may require some level of MATCH investment from the Sub-grantee organization. Matching investment may only be included if goods or services are provided during the term of the agreement and are necessary for the completion of the project. The matching investment may be in the form of dollars expended and/or in-kind contributions used toward the project. The Sub-grantee share (match) cannot be used as a match for any other cost-share program. As with reimbursable costs, eligible match expenses only include those that are reasonable and necessary for the completion of the grant funded program or project and must meet the approved Cost Principles.

Matching investments will not be directly reimbursed.

Examples of possible match include:

- **Hard Dollars** - Matching investment can include actual costs incurred as documented above.
  
  
  
  
  
  
  
  
  
  
- **In-kind Contributions** - includes the use of the sub-grantees's or their partners' on-hand supplies, use of third party donations of supplies or equipment, or the value of professional services provided at the professional rate.
  
  
  
  
  
  
  
  
  
  
- **Volunteer** - Volunteer labor hours shall conform to documented standard operating procedures for the Sub-grantee organization with established pay rates.
  - 
  
  
  
  
  
  
  
  
  
  
  -



# Quarterly Performance Report

## GRANT INFORMATION:

Grant Number:		Grant Award \$:	
Project Name:		Award End Date:	
Organization:			
County:		DFFM District:	

## REPORT INFORMATION:

Calendar Year:	Calendar Quarter Q1 (Jan-Mar), Q2, Q3, Q4:
Name of person completing report:	
Submittal Date:	

**PROJECT OBJECTIVES ACCOMPLISHED:** (During this quarterly reporting period, what progress has been made toward meeting the project objectives stated in the Project Plan? Provide quarterly and cumulative numbers for key criteria, such as acres completed, trees planted, educational programs delivered, etc.)

PLANNED OVERALL		ACTUAL		
Project Objectives	Total Project Goal	Previously Reported	+ Current Quarter	= Cumulative Total

**Program-Specific Reportables (if applicable)**

1				
2				
3				
4				
5				

**Is this Project On Track?** (Yes / No)

Use the following sections to describe activities for this quarter and for the overall project status.  
 Additional items may be enclosed or attached, such as added narrative, detailed tables, pictures, maps, or other items.  
 (Please list any additional items in the narrative to assure they are recorded.)



## Quarterly Performance Report

**NARRATIVE REPORT / THIS QUARTER:** What progress has been made **THIS QUARTER** in accomplishing the project objectives? Describe activities for the quarter to support the status reported in the tables above. Include comments regarding accomplishments for employees, contractors, and volunteers; and describe the status of planning or purchasing activity if applicable. *(MAX: 1400 Characters – attach additional materials if needed)*

**NARRATIVE REPORT / OVERALL PROJECT:** What is the success in meeting the **OVERALL** measurement criteria identified in the Project Plan? Describe the overall project status to support the numbers listed in the tables above. What major milestones have been achieved and what are the next major activities planned? If the project is not on track or goals are not being met, please provide an explanation. If there are any factors that have, or will have, a significant impact on the successful project completion, provide details and explain the actions being taken or assistance that may be needed. *(MAX: 1400 Characters – attach additional materials if needed)*



## Arizona Department of Forestry and Fire Management Grant Reimbursement Form

NOTE: It is the Sub-grantees' responsibility to develop, document, administer and manage the correct accounting and administrative procedures for administering the grant in accordance with all applicable Federal and State laws. It is the Sub-grantees' sole responsibility to maintain all grant records and provide them as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

Grant Number:

Organization Name:

Match %:

Total Grant Amount:

Total Match Required:

Grant Expiration/End Date:

(Grant \$ + Match \$ = Total Project Cost)

### Previous Project Totals (Sum of all previous reimbursement requests):

	Reimbursable Costs	Match	Total
	\$0.00		

### This Reimbursement Period: (Period Start / End dates)

Item	Reimbursable Costs	Match	Total
Administration			\$0.00
Personnel			\$0.00
Contracted Services			\$0.00
Supplies			\$0.00
			\$0.00
			\$0.00
			\$0.00
Volunteer time	N/A		\$0.00
In-Kind Contributions	N/A		\$0.00
<b>Total:</b>	\$0.00	\$0.00	\$0.00

FOR DETM USE ONLY

### Cumulative Project Totals (This period request added to all previous reimbursement requests):

	Reimbursable Costs	Match	Total
	\$0.00	\$0.00	\$0.00

\*As long as the Cumulative MATCH meets the required amount, this Reimbursement Period's REIMBURSABLE amount should qualify for payment (provided all items are properly documented and all other requirements are met.)

Authorized Signature

Title

Date

**SIGNATURE LINE STATEMENT** (Required for Processing)

By signing the "Grant Reimbursement Form", the signing agent is verifying that:

All work performed on this grant/project was completed in conformance with all applicable laws and established procedures. Charges and time sheets submitted are in fact for work completed on this project. All charges have been reviewed and verified by a supervisor and all employee and volunteer hours are being tracked, with support documentation on file and available to any auditing agent.

**NOTE: Reimbursements may take 60-90 days**

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Michael B. Whiting, Apache County Attorney

Date/Signature: \_\_\_\_\_

Describe in detail what you want to say to the Board and what action you want the Board to take:

Discussion and possible approval of an Independent Contractor Agreement with the Taylor Law Office for as needed legal services.

BOS Meeting Date Requested June 6<sup>th</sup>, 2023

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

5-22-23

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

Board Clerk's Initials \_\_\_\_\_

**INDEPENDENT CONTRACTOR  
(SPECIAL PROSECUTOR CONTRACT)**

This Contract for special prosecution services is entered between the Apache County Attorney's Office ("ACAO") and the Taylor Law Office ("Contractor").

**RECITALS:**

WHEREAS, ACAO requires the services of Contractor to serve as a Special Deputy Apache County Attorney for the purpose of reviewing, charging, and prosecuting misdemeanor cases in the Northstar ("Puerco") Justice Court; and

WHEREAS, Contractor is a licensed attorney in the State of Arizona with substantial experience litigating criminal cases.

NOW THEREFORE, the parties agree as follows:

**1. TERM**

The term of this Contract shall begin on June 1, 2023, and continue through May 31, 2024. This Contract shall automatically renew for up to three (3) additional one-year terms unless otherwise terminated in writing by either party prior to the renewal date.

**2. SCOPE SERVICES**

Contractor will provide to the ACAO legal services including but not limited to: research and analyze legal issues using both computerized legal research and hard copy tools; review police reports to determine whether or not there is sufficient evidence to charge a case; prepare long form complaints; compose memoranda and pleadings regarding legal issues of concern as needed in assigned cases; interview witnesses regarding facts as needed; negotiate settlement agreements as needed in prosecution of cases; discuss and present analysis of legal issues; and conduct other duties as may be assigned as deemed necessary by the County Attorney. ACAO will provide all necessary personnel, supplies, materials, and equipment necessary for the Contractor to perform services under this contract.

**3. FINANCIAL**

As full and complete compensation for the services to be provided by Contractor; the ACAO shall pay to the Contractor a fixed rate of five thousand dollars (\$5,000.00) per month (at the end of each month) with the total annual compensation to be paid under this contract not exceeding \$60,000 during the term of this contract.

**4. CONTRACTOR CONFLICT OF INTEREST**

To the extent Contractor is currently representing clients with positions adverse to the ACAO or Apache County, Contractor shall provide ACAO written evidence of the informed consent of Contractor's adverse clients, and a request for ACAO's informed consent

pursuant to ER 1.7 of the Rules of Professional Conduct.

## **5. CONFIDENTIALITY**

Contractor shall maintain copies of all documents generated in the course of his duties under this Contract and the associated appointment as Special Deputy Apache County Attorney in accordance with all applicable public records rules and regulations, and ethical rules, during the course of this contract, or any extension thereof. Upon termination of this contract, said documents shall be delivered to the ACAO for appropriate maintenance.

## **6. GENERAL REQUIREMENTS**

This Agreement is entered into in accordance with Arizona Revised Statutes §11-251. The Contractor shall comply with all federal and state statutes, regulations, and orders applicable to the services provided hereunder. All federal and state laws, required to be incorporated into this Agreement, shall be enforced as though fully set forth herein.

## **7. CHOICE OF LAW**

In the event of a dispute under this contract, the parties agree to make a good faith attempt to resolve the dispute prior to taking formal action. The parties agree to make use of arbitration in all contracts subject to mandatory arbitration pursuant to rules adopted under A.R.S. §12-133. This contract shall be construed in accordance with Arizona law and any legal action thereupon shall be initiated in an appropriate court of the State of Arizona.

## **8. TERMINATION OF CONTRACT**

The Contractor or ACAO may terminate this contract in whole or in part without cause effective thirty (30) days after mailing written notice of termination by regular or certified mail, return receipt requested to the other party. In the event of termination as provided in this Section by the County, the Contractor shall: a) stop all work as specified in the notice of termination; and b) the Contractor shall receive the above-agreed compensation for any month in which work has been completed until termination; no compensation beyond that amount shall be due. Upon such termination, the Contractor shall deliver to the County a complete set of all documents, programs and other information created pursuant to this contract. Contractor agrees to return any unused materials purchased under this contract, to the County in case of contract termination.

## **9. DEFAULT**

The County, in addition to other rights set forth elsewhere in the contract, may at any time terminate this contract in whole or in part if the County determines that the Contractor has failed to perform any requirement. The Contractor shall continue the performance of this contract to the extent not terminated. If this contract is terminated as provided herein, the County, in addition to any other rights provided in this Section, may require the Contractor to transfer title and deliver to the County, in the manner and to the extent directed by the

County, such partially completed reports or other documentation as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract which has been terminated. The rights and remedies of the County enumerated in this Section shall be in addition to any other rights and remedies provided by or under this contract by law.

#### **10. INDEPENDENT CONTRACTOR**

The status of the Contractor shall be that of an independent contractor. Neither Contractor, nor Contractor's officers, agents or employees, shall be considered an employee of County or be entitled to receive any employment-related fringe benefits. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the Contractor. Contractor shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes.

#### **11. NON-DISCRIMINATION**

Contractor agrees to comply with all Federal and State laws that deal with civil rights and discrimination and are applicable to the services provided under this Agreement.

#### **12. RECORD RETENTION**

ACAO and Contractor shall preserve and make available all records for a period of five years from the date of final payment under this contract or until resolution of any audit that may be performed on the ACAO, whichever shall last occur, and for such period as is required by any other paragraph of contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years. Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this contract, or to cost and expenses of the contract as to which exceptions have been taken by the ACAO, shall be retained by the Contractor; with a complete copy of all records provided to the County, until such appeals, litigation, claims or exceptions have been resolved.

#### **13. INSURANCE**

Contractor shall obtain and maintain at its own expense, during the entire term of this Contract any insurance required by law to perform this Agreement.

#### **14. INDEMNIFICATION**

To the fullest extent allowed by law, Contractor shall indemnify, defend and hold harmless ACAO and Apache County and its agents, representatives, officers, officials and employees from and against any and all claims, damages, losses and expenses (including, but not limited to attorney fees, court costs and the costs of appellate proceedings) relating to,

arising out of or resulting from the Contractor's negligent acts, errors mistakes or omissions in the performance of this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Agreement (including those by any person for whose negligent acts errors, mistakes or omissions the Contractor may be liable).

#### **15. CANCELLATION FOR CONFLICT OF INTEREST**

The parties hereby acknowledge notice of A.R.S. §38-511 which provides for the cancellation of contracts for violation of the conflict of interest statute(s).

#### **16. ASSIGNMENT**

The Contractor shall not assign any right or interest in this Agreement without the ACAO's prior written approval, nor shall the Contractor delegate or subcontract any duty hereunder without the County's prior written approval. Any purported assignment, delegation or subcontract without the County's prior written approval shall be void.

#### **17. FORCED LABOR**

Pursuant to A.R.S. § 35-394, the Subrecipient certifies that it is not currently using, and agrees for the duration of this Agreement to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors, or suppliers that use the forced labor of ethnic Uyghurs in the People's Republic of China. The Subrecipient further acknowledges and agrees that (1) if the Subrecipient becomes aware during the term of this Agreement that it is not in compliance with this certification that the Subrecipient will notify the County within five (5) business days after becoming aware of the noncompliance; and (2) if the Subrecipient does not provide the County with a written certification that the Subrecipient has remedied the noncompliance within one hundred eighty (180) after giving notice thereof, the same shall constitute a material breach of this Agreement, which shall then terminate automatically, except that if the Agreement termination date occurs before the end of the remedy period, this Agreement terminates on the Agreement's termination date.

The County retains the legal right to inspect the records of the Subrecipient to ensure compliance with this certification for the duration of this Agreement.

In witness whereof, the parties hereto have executed this contract on the day and year specified below.

For and on behalf of the Apache County Attorney's Office:

\_\_\_\_\_  
Michael B. Whiting  
Apache County Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Taylor Law Office (Contractor)  
Shawn Taylor

\_\_\_\_\_  
Date

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

112 5

Submitter's Name: Community Development

Date/Signature: May/22/2023 Mattie Fair

Describe in detail what you want to say to the Board and what action you want the Board to take:

CONSENT AGENDA – Request approval to waive the \$300 fee for a Temporary Use Permit allowing the Alpine Action Alliance, a non-profit organization to host a Community Fun Day charity event to include a cornhole tournament, kids games, and food vendors. The event will be held June 10, 2023 from 10 a.m. to 2 p.m.

BOS Meeting Date Requested: June 6, 2023

PRE-AGENDA ITEM REVIEW

Review Routing / /Legal / /Finance / /Purchasing / /Human Resource / /Other: \_\_\_\_\_

Legal Review: \_\_\_\_\_

Signature: 

Finance Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Reviews completed, item approved for Agenda. Supervisor/Board Clerk's Initials \_\_\_\_\_

# FEE WAIVER APPLICATION

Applicant Information:

A.P.N. 101-16-007A

Name Alpine Action Alliance Phone Number \_\_\_\_\_

Mailing Address P.O. Box 187 State AZ Zip Code 85920

Contact Person Celina N. Gonzales Phone Number 520-237-0940

Email Celina@aspencountryrealty.com

Type of Application: Temporary use permit Amount of Request \$ 300.00

Reason for request and conformance to the fee waiver policy:

Entire event will only clear about \$1000-\$1500 after all expenses - if having to pay fee makes it impossible to raise funds for the local charities this organization contributes

Signature of Applicant [Signature] Date 5/1/23

Signature of Owner (if not applicant) \_\_\_\_\_ Date \_\_\_\_\_

## FOR OFFICIAL USE ONLY

Received By <u>[Signature]</u>	Date <u>5/4/23</u>
Administration Action	
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Signature _____	Date _____
Board Action	
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Signature _____	Date _____
2/12/2019	



Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time np

Submitter's Name: Community Development

Date/Signature: May 122/2023 W. J. Fin

Describe in detail what you want to say to the Board and what action you want the Board to take:

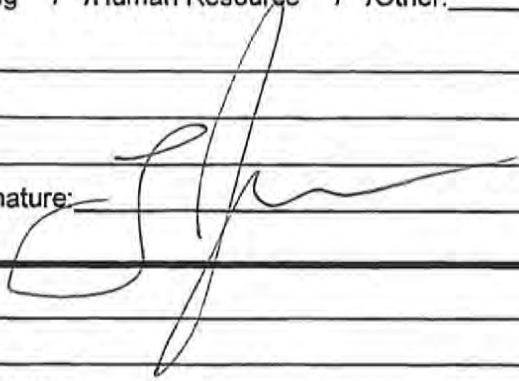
CONSENT AGENDA – Request approval to waive the \$300 fee for a Temporary Use Permit allowing Terry  
Fillipi to host a two (2) day Alpine Country Blues Festival, the event will include food vendors, musical  
entertainment, and a beer and wine garden. The event will be held June 16 – 17, 2023 from 10 a.m. to 10 p.m.

BOS Meeting Date Requested: June 6, 2023

PRE-AGENDA ITEM REVIEW

Review Routing / /Legal / /Finance / /Purchasing / /Human Resource / /Other: \_\_\_\_\_

Legal Review: \_\_\_\_\_

Signature: 

Finance Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials \_\_\_\_\_

# FEE WAIVER APPLICATION

Applicant Information:

Name Terry L. Fillipi Phone Number 928/245-1143  
Mailing Address P.O. Box 442 Alpine State AZ Zip Code 85920  
Contact Person Terry Fillipi Phone Number Same  
Email terry@aspencountryrealty.com

Type of Application: TILP Amount of Request \$ 300.<sup>00</sup>


Reason for request and conformance to the fee waiver policy:

Financial hardship - see attached email.

Signature of Applicant Terry L. Fillipi Date 5/4/23  
Signature of Owner (if not applicant) \_\_\_\_\_ Date \_\_\_\_\_

## FOR OFFICIAL USE ONLY

Received By <u>[Signature]</u>	Date <u>5/4/23</u>
Administration Action	
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Signature _____	Date _____
Board Action	
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Signature _____	Date _____
2/12/2019	



**Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM**

Submitter's Name: (Individual, Organization, or County Department)

Engineering

Date/Signature \_\_\_\_\_

Describe in detail what you want to say to the Board and what action you want the Board to take:

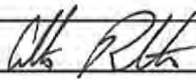
Discussion and possible approval to abandon a portion of Eden Avenue Lying adjacent to lots 43 thru 46 of Cedar Ridge U2.

BOS Meeting Date Requested 6/6/23

**PRE-AGENDA ITEM REVIEW**

Review Routing / /Legal / /Finance / /Purchasing / /Human Resource / /Other: \_\_\_\_\_

Legal Review: \_\_\_\_\_

Signature: 

Finance Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Reviews completed; item approved for Agenda.

Supervisor/Board Clerk's Initials \_\_\_\_\_



RYAN N. PATTERSON  
MANAGER-CLERK  
ST. JOHNS, AZ 85936

**BOARD OF SUPERVISORS  
OF APACHE COUNTY**

P.O. BOX 428  
ST. JOHNS, ARIZONA 85936

TELEPHONE: (928) 337-7503  
FACSIMILE: (928) 337-2003

JOE SHIRLEY, JR.  
MEMBER OF THE BOARD  
DISTRICT I  
P.O. Box 1952, Chinle, AZ 86503

ALTON JOE SHEPHERD  
CHAIRMAN OF THE BOARD  
DISTRICT II  
P.O. Box 994, Ganado, AZ 86505

NELSON DAVIS  
VICE CHAIRMAN OF THE BOARD  
DISTRICT III  
P.O. Box 428, St. Johns, AZ 85936

**RESOLUTION OF THE BOARD OF SUPERVISORS  
ABANDONMENT OF A PORTION OF EDEN AVENUE WITHIN CEDAR RIDGE UNIT II  
RESOLUTION NO: 2023-\_\_\_\_**

**WHEREAS** a request has been made by James Keeley that the Apache County Board of Supervisors abandon a portion of, Eden Avenue lying adjacent to lots #43 thru #46 Public Easement in Section 4, Township 10 North, Range 24 East, of Cedar Ridge U2 Apache County, Arizona as it is recorded in the records of Apache County Land Surveys Book 2, Page 34, and

**WHEREAS** said Roadway or County Road lying adjacent to Eden Avenue lying adjacent to lots #43 thru #46 is a public easement, for the use of the public; and

**WHEREAS** said portion of road is surrounded by lots #43 through lot #46 said lots are owned by one owner; being: James Keeley; and

**WHEREAS** it appears that such roadway is not necessary for public use as a roadway,

**BE IT FURTHER RESOLVED THAT** Apache County hereby abandons the roadway and extinguishes the easement without compensation from the owners per ARS 28-7208 and 7214; reserving unto the same any easement for utility purposes.

**NOW THEREFORE BE IT RESOLVED** The Board of Supervisors of Apache County, Arizona that the portion of roadway known as County Road Eden Avenue lying adjacent to lots #43 thru #46 to as described in **Exhibit "A"** is hereby abandoned and extinguished for roadway purposes in accordance with the legal description in **Exhibit "A"**, all the right, title, claim and interest of the County of Apache and the public therein is hereby conveyed to the owner of the abutting land. Said Portion of Eden Avenue, more accurately described in exhibit A

Passed and adopted by the Apache County Board of Supervisors this 6th day of June 2023.

ATTEST:

\_\_\_\_\_  
**Alton Joe Shepherd**  
Chairman, of the Board

\_\_\_\_\_  
**Ryan N. Patterson**  
Clerk of the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
**Michael Whiting,**  
County Attorney

## EXHIBIT "A"

### ABANDONMENT

That portion of Eden Avenue lying adjacent to Lots 43 thru 46 of Cedar Ridge, Unit 2, as shown on the plat recorded in Book 2 of Town Site Maps, Page 34, Apache County Records, being located in Section 4, Township 10 North, Range 24 East, Gila & Salt River Meridian, Apache County, Arizona, said portion being more particularly described as follows:

Commencing at the Southeast corner of said Lot 46;

THENCE North  $0^{\circ} 01' 40''$  East, along the East side of said Lot 46, being the basis of this description, a distance of 144.10 feet to the POINT OF BEGINNING;

THENCE North  $0^{\circ} 01' 40''$  East, a distance of 121.38 feet to the beginning of a non-tangent curve concave southerly, said curve has a radius of 50.00 feet, to which a radial line bears South  $29^{\circ} 55' 35''$  west;

THENCE easterly along said curve through a central angle of  $60^{\circ} 00' 10''$  an arc distance of 52.36 feet;

THENCE South  $0^{\circ} 01' 40''$  West a distance of 121.38 feet to the beginning of a non-tangent curve concave southerly, said curve has a radius of 50.00 feet, to which a radial line bears North  $30^{\circ} 01' 40''$  East;

THENCE westerly along said curve through a central angle of  $60^{\circ} 00' 00''$  an arc distance of 52.36 feet to the POINT OF BEGINNING.

Said parcel contains 0.14 acres, more or less. Said parcel is subject to existing easements, rights of way and restrictions of record.



# APACHE COUNTY ENGINEERING DEPARTMENT

## APPLICATION FOR

Right-of-Way Abandonment

Easement Extinguishment

Case No. \_\_\_\_\_

Date: \_\_\_\_\_

<p><b>DESCRIBE REASON FOR REQUEST</b> Abandon existing right of way for lot combination that makes the right of way obsolete. The cul de sac will be moved south to accommodate emergency vehicles and so surrounding lots are not affected by the abandonment.</p> <p>_____</p>
--

Applicant: James Keeley Phone No.: 435-215-6978  
 Mailing Address: 1441 E 2420 Circle S  
 City: St. George State: UT Zip Code: 84790

<p><b>LOCATION INFORMATION:</b>  <b>LEGAL DESCRIPTION:</b> Section <u>4</u> Township <u>10N</u> North, Range <u>24E</u> East  <b>Assessor's Parcel Number:</b> <u>106</u> <u>27</u> <u>043-046 &amp; 057</u>  <b>Location (general)</b> <u>Cedar Ridge U2, Lots 43-46 &amp; 57</u> Right-  <b>of-Way/Easement Width and Length:</b> <u>50'</u> Road  <b>Name:</b> <u>James Keeley</u></p>
---

Please submit the following with your application:

- COPY OF RECORDED DEED FOR THE PROPERTY
- DESCRIPTION OF RIGHT-OF-WAY/ EASEMENT
- APPLICATION FEE \$500.00
- RETURNED RECEIPTS FROM AFFECTED PROPERTY & UTILITY OWNERS

### APACHE COUNTY ROAD ABANDONMENT POLICY

Public roads within Apache County may only be abandoned by the Board of Supervisors if those roads have been properly dedicated to the general public and properly accepted by the Board or by the public. Proper dedication and acceptance means that the dedication and acceptance were accomplished pursuant to Arizona law or the common law. The Board of Supervisors lacks authority to abandon any public road which is not properly dedicated or accepted and will decline to abandon those roads. Any person or persons desiring the Board to abandon a public road must sufficiently prove to the County Engineer and County Attorney that proper dedication and acceptance has been made, prior to any abandonment of a public road.

RECORDING REQUESTED BY  
Lawyers Title of Arizona, Inc.  
AND WHEN RECORDED MAIL TO:  
JAMES FRANK KEELEY  
LILA MARIE KEELEY  
1441 E. 2420 CIRCLE S.  
ST GEORGE UT, UT 84790-8664

2021-005835  
Page 1 of 2  
OFFICIAL RECORDS OF APACHE COUNTY  
LARRY NOBLE, RECORDER  
07-01-2021 11:58 AM Recording Fee \$30.00

ESCROW NO.: 01966452 - 283 - CWI

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### Warranty Deed

For the consideration of Ten Dollars, and other valuable considerations, I or we,

**Wesley C. Griffith, a married man, who aquired title as an unmarried man**

do/does hereby convey to

**James Frank Keeley and Lila Marie Keeley, husband and wife as community property with right of survivorship**

the following real property situated in Apache County, ARIZONA:


**Lot 43, 44, 45 and 46, CEDAR RIDGE UNIT TWO, according to the plat of record in the office of the Apache County Recorder, Arizona, in Book 2 of Maps, page 34.**

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

And I or we do warrant the title against all persons whomsoever, subject to the matters set forth above.

Dated: June 22, 2021

Grantor(s):

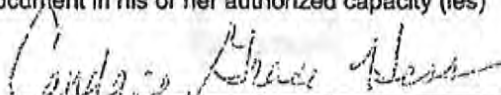
  
\_\_\_\_\_  
Wesley C. Griffith

State of Oregon } ss:  
County of Lincoln

On June 23, 2021, before me personally appeared **Wesley C. Griffith**, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document and who acknowledged that he/she signed the above/attached document in his or her authorized capacity (ies)

(Seal)



  
\_\_\_\_\_  
Notary Public  
Commission Expires: Dec. 08, 2023

RECORDING REQUESTED BY  
Lawyers Title of Arizona, Inc.

AND WHEN RECORDED MAIL TO:

JAMES FRANK KEELEY  
LILA MARIE KEELEY  
1441 E. 2420 CIRCLE S.  
ST. GEORGE, UT 84790

ESCROW NO.: 01969185 - 283 - CWI

2021-007086

Page 1 of 2

OFFICIAL RECORDS OF APACHE COUNTY

LARRY NOBLE, RECORDER

08-16-2021 02:42 PM Recording Fee \$30.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### Warranty Deed

For the consideration of Ten Dollars, and other valuable considerations, I or we,

Amsur Builders, LLC, an Arizona limited liability company

do/does hereby convey to

James Frank Keeley and Lila Marie Keeley, husband and wife as community property with right of survivorship

the following real property situated in Apache County, ARIZONA:

Lot 57, of CEDAR RIDGE UNIT TWO, according to Book 2 of Maps, Page 34, records of Apache County, Arizona.

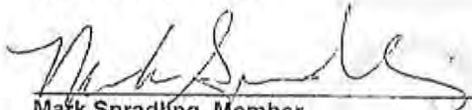
SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

And I or we do warrant the title against all persons whomsoever, subject to the matters set forth above.

Dated: August 10, 2021

Grantor(s):

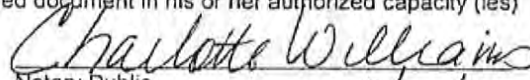
Amsur Builders, LLC

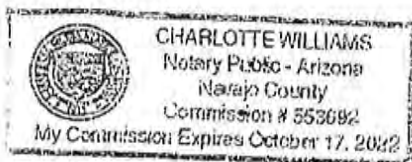
  
Mark Spradling, Member

State of Arizona  
County of Navajo } ss:

On Aug 16, 2021, before me personally appeared Mark Spradling, Member, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document and who acknowledged that he/she signed the above/attached document in his or her authorized capacity (ies)

(Seal)

  
Notary Public  
Commission Expires: 10/17/22



Legal Description  
Keeley  
Right of Way Abandonment

That portion of Eden Avenue lying adjacent to Lots 43 thru 46 of Cedar Ridge, Unit 2, as shown on the plat recorded in Book 2 of Town Site Maps, Page 34, Apache County Records, being located in Section 4, Township 10 North, Range 24 East, Gila & Salt River Meridian, Apache County, Arizona, said portion being more particularly described as follows:

Commencing at the Southeast corner of said Lot 46;

THENCE North  $0^{\circ}01'40''$  East, along the East side of said Lot 46, being the basis of this description, a distance of 144.10 feet to the POINT OF BEGINNING;

THENCE North  $0^{\circ}01'40''$  East, a distance of 121.38 feet to the beginning of a non-tangent curve concave southerly, said curve has a radius of 50.00 feet, to which a radial line bears South  $29^{\circ}55'35''$  West;

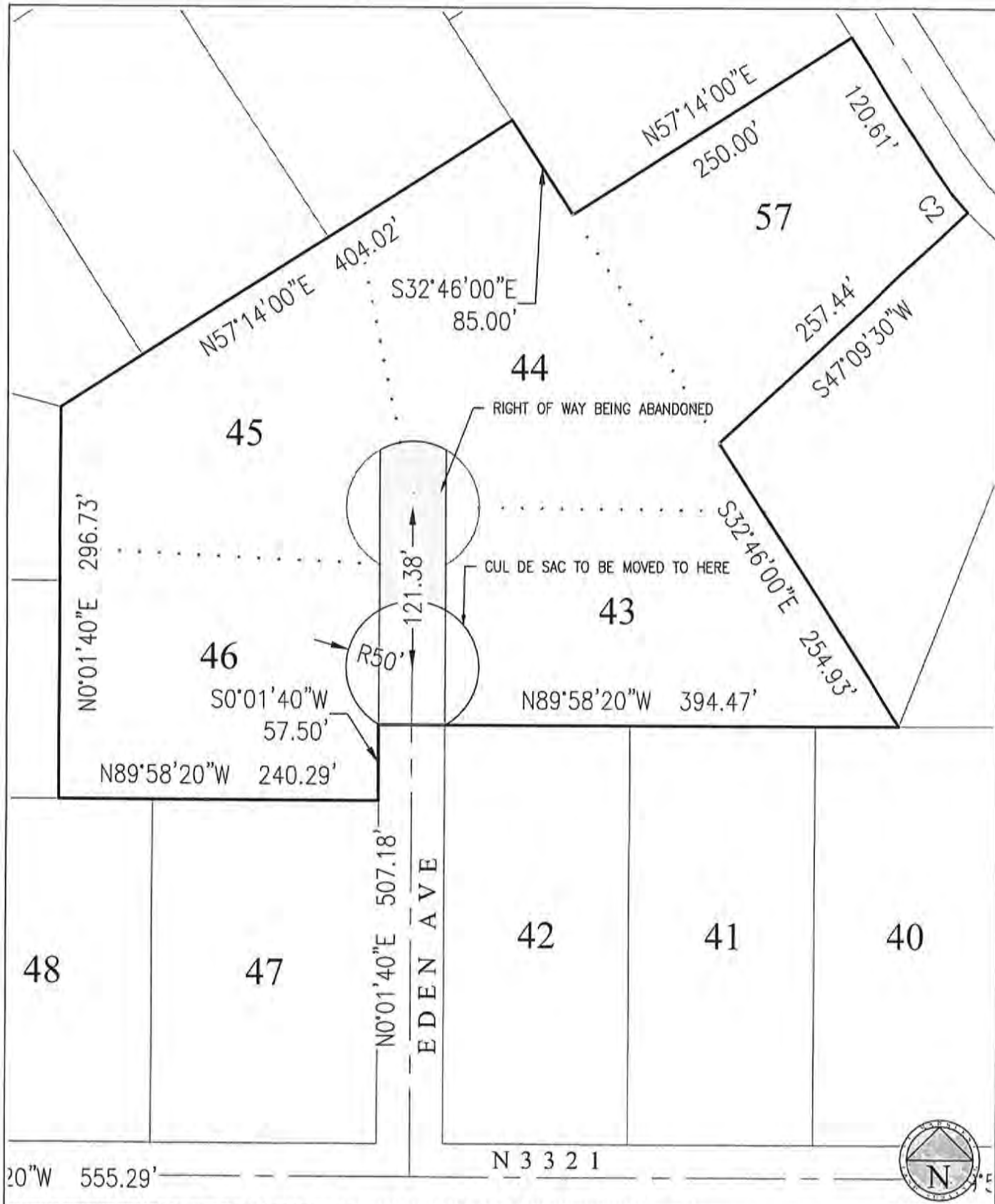
THENCE easterly along said curve through a central angle of  $60^{\circ}00'00''$  an arc distance of 52.36 feet;

THENCE South  $0^{\circ}01'40''$  West a distance of 121.38 feet to the beginning of a non-tangent curve concave southerly, said curve has a radius of 50.00 feet, to which a radial line bears North  $30^{\circ}01'40''$  East;

THENCE westerly along said curve through a central angle of  $60^{\circ}00'00''$  an arc distance of 52.36 feet to the POINT OF BEGINNING.

Said parcel contains 0.14 acres, more or less.

Said parcel is subject to existing easements, rights of way and restrictions of record.



THIS DOCUMENT IS FOR INFORMATION ONLY AND IS NOT MEANT TO BE RECORDED SCALE: 1"=100'

**J. MARBLES LAND SURVEYING, LLC**  
*"ridiculum aspicimus superuisorem"*  
 P. O. Box 2039 - St. Johns, Arizona 85936 - Cell: (928) 245.7040 - jmarbles2013@gmail.com  
 Soil Investigation for Standard Septic Systems - FEMA Flood Plain Certification - Boundary & Land Division  
 Survey - Topographical & ALTA Survey - Aerial Control & Site Control Surveys - GIS Services - Bathymetric Surveys

**EXHIBIT**  
 RIGHT OF WAY ABANDONMENT  
 CEDAR RIDGE UNIT 2  
 LOTS 43 - 46 & 57  
 SEC. 4, T10N, R24E

RECORD CREATED AT THE REQUEST OF:		JIM KEELEY	
DATE	SCALE	DESCRIPTION	
2023	1"=100'	RIGHT OF WAY ABANDONMENT	
FILE	2023MPA10N24E04KEELEY.dwg	SHEET NO	1 OF 1
DRAWN BY:	SAW	REVIEWED BY:	SAW

**Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM**

Submitter's Name: (Individual, Organization, or County Department)

Engineering

Date/Signature \_\_\_\_\_

Describe in detail what you want to say to the Board and what action you want the Board to take:

Discussion and possible approval of contract with G-WORKS who bought out Pubworks, No changes in annual fees or contract.

\_\_\_\_\_

BOS Meeting Date Requested 6/6/23

**PRE-AGENDA ITEM REVIEW**

Review Routing / /Legal / /Finance / /Purchasing / /Human Resource / /Other: \_\_\_\_\_

Legal Review: \_\_\_\_\_

\_\_\_\_\_

Signature: *CH RH*

Finance Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Other Review: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Reviews completed; item approved for Agenda. Supervisor/Board Clerk's Initials \_\_\_\_\_

\_\_\_\_\_



## MASTER SERVICES AGREEMENT & TERMS OF SERVICE

Updated: October 10, 2022

### MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement") is by and between GIS Workshop, LLC, a Delaware limited liability company doing business as gWorks ("gWorks"), and the company, organization, or governmental entity that signs this Agreement ("Client"). This Agreement is effective as of the effective date of the last signature date within this Agreement entered into by and between the parties (the "Effective Date").

gWorks may amend this Agreement from time to time by posting an amended version at its website, accessible via <https://www.gworks.com>, and sending Client written notice thereof. Such amendment will be deemed accepted and become effective 30 days after such notice (the "Proposed Amendment Date") unless Client first gives gWorks written notice of rejection of the amendment. In case of such rejection, this Agreement will continue under its most recently executed provisions, and the amendment will become effective at the start of Client's next Term (or renewal thereof) following the Proposed Amendment Date (unless Client first terminates this Agreement pursuant to Article 5, Term & Termination). Client's continued use of the Services following the effective date of an amendment will confirm Client's consent thereto.

### ARTICLE 1: DEFINITIONS

All capitalized terms used, but not otherwise defined, in this Agreement shall have the meanings ascribed to them in this Article 1:

1.1 "Change Order" means a written change order, which modifies an existing Ordering Document and is signed by authorized representatives of both parties. A Change Order shall be deemed to be part of the applicable Ordering Document for all purposes.

1.2 "Client Materials" means all information, content, data, functionalities, and any other materials provided to gWorks by Client, whether created by Client or a third party, pursuant to this Agreement, for the purpose of assisting gWorks with the performance of its obligations hereunder.

1.3 "Deliverable" means any item that gWorks develops, prepares for, or provides to or for the benefit of Client in the course of providing Services, including any hardware, software, or other product, as well as any data that gWorks provides to Client in connection with any Web-based Services or Desktop Services; provided, that the Web-based Services or the Desktop Services, themselves, shall not be considered Deliverables.

1.4 "Intellectual Property" means all or any: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill

associated therewith; (c) copyrights, copyrightable works (including, without limitation, computer software programs, documentation, algorithms, program code, Specifications, reports, and designs), mask works, and rights in data and databases; (d) trade secrets, knowledge, know-how, techniques, ideas, concepts, and other proprietary information; and (e) all other intellectual property rights, in each case whether existing prior to the date of this Agreement or whether developed in the course of each party's performance of its obligations under this Agreement, whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law in any jurisdiction throughout the world.

1.5 "Order" means a written agreement identified as an "Order" signed by an authorized representative of Client that sets forth Services and fees for such Services and that incorporates this Agreement and the applicable SOW(s).

1.6 "Ordering Documents" means the Order(s) and SOW(s).

1.7 "Services" means any services rendered by gWorks to or for the benefit of Client, as described in an Ordering Document. Services specifically include any Web-based Services or Desktop Services and any Professional Services that are rendered by gWorks to or for the benefit of Client.

1.8 "Specifications" means the specifications and functionalities to which the Deliverables shall be developed by gWorks, as set forth in an Ordering Document.

1.9 "SOW" means a statement of work or other similar document incorporated into an Order that sets forth the particular Services to be rendered and Deliverables to be developed by gWorks on behalf of Client, the schedule for the delivery of the Services and Deliverables, the respective obligations of the parties, and other relevant information pertaining thereto.

1.10 "Web-based Services" means any gWorks internet-based application, geospatial system, or website or mobile application that the Client has subscribed to by Ordering Document or that gWorks may otherwise make available to the client, and developed, operated, and maintained by gWorks, accessible via <https://gworks.com> or subdomain, <https://frontdeskworks.com> or subdomain, or another designated URL, and may have ancillary products and services, including website hosting and data storage and support services, that gWorks provides to the Client.

1.11 "Desktop Services" means any gWorks desktop-based applications and related support services that the Client has licensed to by Ordering Document or that gWorks may otherwise make available to the Client, and developed, furnished, and maintained by gWorks.

1.12 "Professional Services" means any non-software application service gWorks provides to the Client, including but not limited to software implementation, software onboarding, client onboarding, time and material services, consulting, and projects of a defined scope.

## **ARTICLE 2: SERVICES; DELIVERABLES**

2.1 gWorks shall perform the Services in a professional and workmanlike manner, using qualified personnel, in accordance with the Specifications and the terms set forth in the applicable Ordering Document. To the extent that Client desires to subscribe to any Web-based Services, Client agrees to be bound by the Terms of Service attached hereto as Exhibit A. gWorks will, in its sole discretion, select personnel to render the Services, establish working hours for its personnel, use the resources and materials it deems appropriate to perform the Services, and, within the parameters set forth in an Ordering Document, determine the method, details, and means of performing the Services. gWorks may suspend the performance of Services without notice or liability if: (a) Client fails to pay any amount due to gWorks within 15 days of receiving a non-payment notice from gWorks; (b) there is any event for which gWorks reasonably believes the suspension of the Services is necessary to protect its systems or other clients, or (c) a law enforcement or third party government agency has requested such suspension. If gWorks suspends the Services based on clause (b), and such suspension lasts longer than 15 business days, then Client may terminate this Agreement or any Ordering Document upon written notice to gWorks.

2.2 gWorks shall deliver the Deliverables, along with all relevant documentation, in a timely manner, in accordance with the milestones and delivery dates set forth in the applicable Ordering Document. The parties will agree on any procedures for testing and acceptance of Deliverables in the applicable Ordering Document. Upon final payment by Client for a Deliverable and satisfaction of all outstanding payment obligations, Client shall be deemed the owner of title to such Deliverable, excluding the Intellectual Property embodied therein (unless otherwise set forth in the applicable Ordering Document), and Client will receive a royalty-free, non-exclusive license to use the Intellectual Property embodied in such Deliverable solely in connection with Client's rightful use of the applicable Deliverable, and conditioned upon Client's compliance with its obligations in this Agreement.

2.3 In the event that gWorks agrees to any changes, as may be requested by Client from time to time, to the Services, the Deliverables, or the Specifications, such changes shall be documented in a written Change Order.

## **ARTICLE 3: CLIENT OBLIGATIONS**

3.1 Client shall provide gWorks with reasonable access to Client's personnel, facilities, equipment, and Client Materials during normal business hours and otherwise as reasonably requested by gWorks, to enable gWorks to provide the Services. Except as expressly set forth in this Agreement, gWorks will have no liability for any damages incurred by Client due to a breach of the security of Client's facilities or technology. Client shall take such actions as are reasonably necessary to protect the security of said facilities and technology. gWorks shall have no liability for loss of any Client Materials. Accordingly, Client shall be solely responsible for creating and maintaining current copies of all Client Materials provided to or stored by gWorks, and storing such copies in a reasonably secure location.

3.2 Client represents and warrants to gWorks that Client has obtained all necessary authorizations and/or licenses to provide the Client Materials to gWorks and to permit

gWorks to use, reproduce, and/or modify the Client Materials, without liability to Client or any third party. Client hereby grants to gWorks a non-exclusive right and license to use, reproduce, and modify the Client Materials to the extent necessary to enable gWorks to provide the Services and develop the Deliverables.

3.3 Client shall comply with all laws and governmental regulations affecting its use of the Services and Deliverables, and gWorks shall have no responsibility therefor, including, without limitation, any responsibility to advise Client of such laws or regulations.

3.4 Client shall ensure that any hardware, applications, or software not provided by gWorks pursuant to this Agreement will function properly while using the Deliverables and Services. The failure of Client's hardware, applications, or software to so function shall not relieve Client of any of its obligations under this Agreement.

3.5 Client shall not remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that appear on any software provided or licensed to Client by gWorks. Client may not reverse engineer, decompile, or disassemble any software provided or licensed by gWorks, except to the extent that the parties expressly agree in the applicable Ordering Document that Client owns all right, title, and interest in and to such software and the Intellectual Property embodied therein.

#### **ARTICLE 4: FEES AND EXPENSES**

4.1 Client shall pay gWorks for all Services and Deliverables, in the amounts, at the times, and in the manner set forth in each Ordering Document. Any payment that is past due to gWorks shall bear interest at the rate of 12% per annum or the highest rate allowed by applicable law (whichever is lower). Client shall reimburse gWorks for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts. Client shall pay all sales, use, value-added, excise, and other similar taxes (but specifically excluding taxes on gWorks' income) which result from, or are related to, the rendition of the Services or the providing of the Deliverables. Upon the execution of a Change Order, gWorks may require Client to pay for all Services and Deliverables completed from execution of the original Ordering Document to the execution of the Change Order. Client's failure to make any payment when due shall be considered a material breach of this Agreement.

4.2 gWorks reserves the right to change fees for its Services from time to time. gWorks will notify the Client at least thirty (30) days in advance with the renewal term invoice, and the increased fees will apply at the start of the next renewal term. If the Client does not agree to this increase, either party can choose to terminate the renewal term at the end of the Client's then-current term per the termination provisions in this Agreement or as set forth in the Ordering Document. Client's continued use of the Services beyond the cancellation window constitutes the Client's agreement to those changes.

#### **ARTICLE 5: TERM AND TERMINATION**

5.1 This Agreement shall be in effect from the Effective Date and shall continue until the end of the term of the last Ordering Document or until terminated in accordance with the provisions set forth in this Agreement. An Ordering Document shall be in effect from the

effective date of such Ordering Document and shall continue for the term specified in such Ordering Document, including automatic or manual renewals of Web-Based Services or Desktop Services, or until terminated in accordance with the provisions set forth in this Agreement and such Ordering Document. Unless otherwise set forth in the applicable Ordering Document, termination of any Ordering Document shall not constitute a termination of any other Ordering Document or of this Agreement. Termination of this Agreement in accordance with the provisions set forth in this Agreement shall terminate all Ordering Documents and the Terms of Service. gWorks may terminate this Agreement immediately if it reasonably believes that Client is infringing, has infringed, or is threatening to infringe the Intellectual Property rights of any third parties, or at any time when there are no currently effective Ordering Documents. This Agreement or any Ordering Document may be immediately terminated, in writing, by either party as follows: (a) if the other party breaches any material provision hereof or the applicable Ordering Document and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party; or (b) upon dissolution, insolvency, or any adjudication in bankruptcy of, or any assignment for the benefit of creditors by, the other party.

5.2 Termination of Desktop Services. gWorks may terminate the rights of Client under this Agreement in the event of a default by Client. gWorks' software has been designed to cease functioning in the event that the annual license fee is unpaid. Client acknowledges the existence of this feature in the software and specifically waives any claim for consequential damages, which may result. In the event of default, all unpaid Annual License Fees, product support-related fees, and any other charges payable for the entire duration of this Agreement shall, upon written notice by gWorks become due and payable. This remedy shall be in addition to any other remedy lawfully available to gWorks. In the event of termination by gWorks or by Client (as herein provided) Client shall return the program and all related materials within ten (10) days, (as provided in paragraph seven), certifying to gWorks that all copies or partial copies have been destroyed. Client shall remain liable for all unpaid charges required to be paid under this Agreement including; unpaid Annual License Fees and product-support-related fees, notwithstanding such termination. Default in respect to payment shall mean the Client's failure to pay any amount, which is past due, within ten (10) days after written notice to Client that the payment is delinquent. Default is further defined to include the following: an assignment, sale, mortgage, sublease or sublicense of the program by Client; levy of execution or attachment upon the program or any attempt to levy the same; breach of any proprietary right of gWorks (as defined by paragraph seven); of Client's breach of any of the other terms or conditions hereof. In the event of breach or default of this Agreement, Client shall hold gWorks harmless from all reasonable attorney's fees, costs and interest (at the highest rate permitted by law) arising by reason of such breach or default, from the date of the default or breach, in addition to other damages. Client shall have the right to terminate this Agreement upon thirty-(30) days written notice. In such event, Client shall be required to return the program and related materials as provided herein and shall be responsible to pay all charges required to be paid under this Agreement for the duration of the license. Client shall not have the right to terminate after Client is in breach of this contract. gWorks shall not be required, under any circumstances, to refund

any portion of the implementation or onboarding fees, the Annual License Fee, or the product support-related fees, already paid.

5.3 Termination of Web-Based Services. See Terms of Service.

5.4 Upon termination of this Agreement for any reason: (a) Client shall immediately pay all outstanding amounts it owes to gWorks hereunder; (b) Client shall immediately cease using all terminated Services; (c) gWorks may take steps to change, remove, or otherwise block Client's access to any and all Services; and (d) upon payment in full of the fees owed to it, gWorks shall deliver to Client any Deliverables, in their current form as of the effective date of termination, along with all documentation, Specifications, Client Materials and programming language in gWorks' possession. Notwithstanding the above, if, within thirty (30) days after the termination of this Agreement, or any Services, Client requests to export any data files, gWorks shall export such data files to Client, and such services will be charged at gWorks then-standard rates. Unless otherwise specified in the applicable Ordering Document, Client shall reimburse gWorks for the costs of all non-cancelable products or services procured from third parties in connection with gWorks' performance of the Services. The provisions of Articles 1, 4, 8, and 9, along with Sections 3.3, 5.2, 5.4, 10.1, 10.2, 10.4, 10.5, 10.6, 10.7, 10.9, and 10.10 of this Agreement shall survive the termination of this Agreement, to the extent applicable.

#### **ARTICLE 6: INTELLECTUAL PROPERTY**

6.1 gWorks is the exclusive owner of all right, title, and interest in and to all Intellectual Property embodied in the Deliverables, the Services, and the Specifications, and any modifications, enhancements, improvements, and derivative works therein or thereto, as well as any other Intellectual Property developed in the course of gWorks' performance under this Agreement. Client shall not take any action that weakens, deters, or otherwise negatively impacts gWorks' rights in its Intellectual Property. Client hereby assigns any and all rights it may be deemed to own in gWorks' Intellectual Property to gWorks. For purposes of clarification, upon payment in full by Client for all Deliverables and Services, Client shall own title to the Deliverables themselves, notwithstanding the fact that no proprietary rights shall accrue to Client in any Intellectual Property embodied therein or associated therewith, and Client may use such Deliverables as it sees fit, subject to Client's full and continued compliance with the terms and conditions of this Agreement. The Client will retain ownership of the Intellectual Property embodied in any Client Materials that are incorporated into such Deliverable, as such Client Materials exist at the time Client discloses or provides them to gWorks hereunder, and no proprietary rights shall accrue to gWorks in such Client Materials. Except as expressly set forth in this Agreement, nothing in this Agreement shall transfer any right, title, or interest in any of either party's Intellectual Property.

6.2 In performing a Service or developing a Deliverable, gWorks may use certain third party technology set forth in the applicable Ordering Documents ("Third Party Technology"). To the extent gWorks has the right to grant licenses to such Third Party Technology, gWorks hereby grants to Client a royalty-free, non-exclusive license to use the Third Party Technology solely in connection with its use of the applicable Deliverable, subject to any limitations imposed by the owner of such Third Party Technology. gWorks

makes no representations or warranties with respect to any Third Party Technology and shall have no liability arising out of or relating to Client's use thereof.

6.3 gWorks may from time to time arrange for Client's purchase, lease, or license of third party hardware, equipment, software, services, data, or other products not owned by gWorks ("Third Party Products"). Client's use of Third Party Products is governed by the terms and conditions of any license or other agreement between Client and the third party, and Client agrees to abide by all such terms and conditions. gWorks makes no independent representations and warranties with respect to any Third Party Products and shall have no liability arising out of or relating to Client's use thereof. Any third party warranties are the exclusive remedies of Client with respect to Third Party Products.

6.4 Grant of License for Desktop Services. gWorks grants to Client a personal, non-assignable, non-transferable and non-exclusive license to use Desktop Services solely in the conduct of Client's business, only at the locations designated by Client in the Ordering Document. Client acquires only the right to use the Desktop Services and does not acquire any legal or equitable right of ownership in the Service. This Agreement and the license granted pursuant hereto may not be mortgaged, pledged, assigned, sublicensed, leased or otherwise transferred by Client without prior written consent from gWorks. Client may not reverse engineer or attempt to derive the source code of the program.

#### **ARTICLE 7: REPRESENTATIONS AND WARRANTIES**

Each party hereby represents warrants to the other that: (a) it is validly organized, in good standing, and licensed to conduct business in each jurisdiction in which the failure to do so would have a material adverse effect on such party; (b) it has all necessary corporate power and authority to enter into this Agreement, to grant to the other party all of the rights granted hereby, and to perform its obligations hereunder; (c) this Agreement is and shall remain the valid, legal, and binding obligation of such party, enforceable against it in accordance with its terms, except where enforceability may be limited by bankruptcy, insolvency, or similar laws affecting creditors' rights or by principles of equity; and (d) the execution, delivery, and performance of this Agreement does not conflict with, or result in a breach of, any agreement, written or oral, to which it is a party or by which it or its properly is bound.

#### **ARTICLE 8: DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION**

**8.1 EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, CLIENT'S USE OF ANY SERVICE OR DELIVERABLE IS SOLELY AT CLIENT'S OWN RISK. ALL SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN. GWORKS DISCLAIMS ALL WARRANTIES OF ANY KIND PERTAINING TO THE SERVICES AND DELIVERABLES THAT ARE NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. GWORKS MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR DELIVERABLES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE**

**SERVICES OR DELIVERABLES. TO THE EXTENT ANY JURISDICTION DOES NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY.**

**8.2 GWORKS' AND ITS AFFILIATES' ENTIRE CUMULATIVE LIABILITY, AND CLIENT'S EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, FOR ALL DAMAGES AND LIABILITIES ARISING UNDER ALL CLAIMS IN CONNECTION WITH THIS AGREEMENT, ANY ORDERING DOCUMENT, OR CHANGE ORDER, REGARDLESS OF THE FORM OF ACTION (INCLUDING, BUT NOT LIMITED TO, ACTIONS FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, RESCISSION, MISREPRESENTATION AND BREACH OF WARRANTY) SHALL NOT IN THE AGGREGATE EXCEED THE FEES ACTUALLY PAID BY CLIENT TO GWORKS UNDER THE APPLICABLE ORDERING DOCUMENT IN THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH CAUSED THE DAMAGE OR LIABILITY. IN NO EVENT SHALL GWORKS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW. REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST BE THE SUBJECT OF A NOTICE TO GWORKS, WITHIN 1 YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE, OR SUCH CLAIM SHALL BE FOREVER BARRED.**

8.3 Each party, on behalf of itself and its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnifying Party") agrees to indemnify and hold the other party and each of its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnified Party") harmless from and against any and all liabilities, obligations, losses, damages, penalties, fines, amounts paid in settlement, interest, expenses, and disbursements of any kind and nature whatsoever (including attorneys' fees), arising out of or relating to any suit, investigation, proceeding, demand, or claim by any third party (collectively "Claims") arising out of or related to (a) a violation by the Indemnifying Party of any applicable law, rule, regulation, or court order; or (b) any personal injury (including death) or property damage caused by the gross negligence or willful misconduct of the Indemnifying Party.

#### **ARTICLE 9: CONFIDENTIALITY**

During the term of this Agreement, each party (the "Disclosing Party") may provide the other party (the "Receiving Party") with certain confidential and proprietary information ("Confidential Information"). Confidential Information includes the Disclosing Party's research, financial and accounting data and projections, technical data, computer programs, customer lists and information, marketing strategies, estimated staffing requirements, know-how, any information that is marked "confidential" (or with a similar legend), any information that is orally disclosed, identified as confidential at the time of disclosure, and confirmed in writing as being confidential within 30 days thereafter, as well as any information or material which, by its nature and under the circumstances surrounding its disclosure, is generally considered proprietary and confidential, regardless of whether it is marked or properly reduced to writing. Confidential Information does not include information that (a) is publicly known at the time of its

disclosure; (b) is lawfully received by the Receiving Party from a third party not under an obligation of confidentiality to the Disclosing Party; (c) is published or otherwise made known to the public by the Disclosing Party; or (d) was generated independently by the Receiving Party before disclosure by the Disclosing Party. The Receiving Party shall not use the Disclosing Party's Confidential Information except to the extent necessary to perform its obligations under this Agreement. The Receiving Party will likewise restrict its disclosure of the Disclosing Party's Confidential Information to those who have a need to know such Confidential Information in order for the Receiving Party to perform its obligations under this Agreement. Such persons will be informed of and will agree to the provisions of this Article 9, and the Receiving Party will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them. Notwithstanding the foregoing, the Receiving Party may disclose such Confidential Information if required or requested to do so by a governmental agency, a court or administrative subpoena, an order or other legal process or requirement of law, or in order to defend its rights hereunder. If so requested or required, the Receiving Party shall (x) first notify the Disclosing Party of such request, requirement or proposal for use in defense; (y) in the case of a required disclosure, furnish only such portion of the Confidential Information as it is advised in writing by counsel that it is legally required to disclose; and (z) cooperate with the Disclosing Party in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information that is required to be disclosed. Upon the termination of this Agreement, and upon the written request of the Disclosing Party, the Receiving Party shall return all Confidential Information of the Disclosing Party which is in its possession or under its control.

#### **ARTICLE 10: MISCELLANEOUS**

10.1 During the term of this Agreement and for a period of one year thereafter, Client shall not, directly or indirectly, solicit for employment or hire any employee of gWorks with whom Client has had contact or who became known to Client in connection with this Agreement.

10.2 gWorks acknowledges that the Nebraska Fair Employment Practices Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. sections 48-1101 to 48-1125). gWorks guarantees compliance with the Nebraska Fair Employment Practices Act, and its breach of this Section shall be regarded as a material breach of this Agreement. gWorks shall insert a similar provision in its agreements with its subcontractors.

10.3 gWorks certifies that it maintains a drug-free workplace to ensure worker safety and workplace integrity.

10.4 Any notice, consent, or other communication required or permitted hereunder shall be in writing. It shall be deemed given when (a) delivered personally, (b) sent by confirmed fax or e-mail, (c) sent by commercial overnight courier with written verification of receipt, or (d) sent by registered or certified mail, return receipt requested,

postage prepaid, and the receipt is returned to the sender. Names, addresses, and fax numbers for notices (unless and until written notice of other names, addresses and fax numbers are provided in accordance with the provisions of this Section) are listed on the signature page to this Agreement.

10.5 Except as expressly stated herein, the remedies provided to the parties under this Agreement shall be cumulative and non-exclusive.

10.6 This Agreement shall be construed, interpreted, and enforced according to the laws of the State of Nebraska, without giving effect to the conflicts of law principles thereof. Any dispute arising under this Agreement will be first referred for resolution to each party's respective management designee. To the extent that the designees of the parties cannot resolve the dispute within a reasonable period of time, the parties shall consider in good faith trying to settle the dispute by non-binding mediation and/or engaging in binding arbitration. Any and all mediation and arbitration hearings shall be held in Lincoln, Nebraska, unless the parties agree otherwise. All such arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a panel of three neutral arbitrators, one selected by each party and the third (who will be the chair of the panel) selected by the other two arbitrators. The award or decision rendered by the panel (including an allocation of the costs of arbitration) will be final and binding, and judgment may be entered upon such award by any court of competent jurisdiction. Neither party shall initiate litigation with respect to any dispute until at least ninety (90) days after notice of the dispute is first given or received. In the event litigation is pursued, each party, for itself and its successors and assigns, hereby expressly and irrevocably (a) consents to the exclusive jurisdiction of the state and federal courts of the State of Nebraska, (b) waives any objection based on forum non conveniens or any objection to venue of any such action, and (c) waives any rights it may have to a jury trial.

10.7 The parties acknowledge that gWorks is an independent contractor with respect to Client. Nothing contained herein shall be construed as creating any agency, partnership, joint venture, or employment relationship between gWorks and Client. Client will not supervise gWorks. gWorks shall pay all taxes due and payable on the payments received from Client in accordance with federal, state, and local law. Client shall not withhold or pay any federal, state, or local income tax, or any other payroll tax of any kind, on behalf of gWorks. gWorks not eligible for, nor entitled to, and shall not participate in, any of Client's fringe benefit plans.

10.8 gWorks may assign this Agreement in the event of a sale of all or substantially all its assets or a merger, consolidation, or change in control of a majority of its outstanding voting shares. Otherwise, except as otherwise provided herein, neither party may assign its rights or obligations under this Agreement without the other party's prior written consent, which consent may be withheld or conditioned at the discretion of the non-assigning party. gWorks may not subcontract the performance of its obligations hereunder, in whole or in part, without the Client's prior written consent, which consent will not be unreasonably withheld or delayed.

10.9 This Agreement, including all applicable Ordering Documents, Change Orders, the Terms of Service (if applicable), and any other addenda (all of which are incorporated herein by this reference) contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous discussions, negotiations, agreements, or understandings between the parties, whether written or oral, regarding the subject matter hereof. Except as otherwise provided herein, no waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment, or modification is sought to be enforced. In the event of any conflict between the provisions of this Agreement and any Ordering Document, the Terms of Service, or any other addenda, the provisions of this Agreement will control, provided, however, the provisions of the Ordering Document will control if (i) the Ordering Document specifically references this Section 10.9 and states that the provisions of the Ordering Document will control and (ii) the provision at issue in the Ordering Document does not conflict with any provision in Article 6 or Article 8 of this Agreement. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other breach by either party.

10.10 If any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, the remaining provisions of this Agreement shall remain in full force and effect. The unenforceable or invalid provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions.

10.11 As used in this Agreement, "including" means "including without limitation". The words "or" and "nor" are inclusive and include "and". The singular shall include the plural and vice versa. References to "Articles," "Sections," "Ordering Documents," "SOWs" shall mean the Articles, Sections, Ordering Documents or SOWs of or attached to this Agreement, unless otherwise expressly indicated. The headings or titles preceding the text of any Article or Section are inserted solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction, or effect of this Agreement.

10.12 If either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including, without limitation, acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, utility or communication interruptions, rejection of domain name by registration company, transportation delays, power failure, computer failure, failure of Client's computer system, gWorks system downtime for routine maintenance, network problems, or telecommunications failure, the delay shall be excused during the continuance of, and to the extent of such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same Agreement. This Agreement may be

executed and delivered via facsimile, electronic mail, or other electronic transmission methods (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000), and the execution and delivery of this Agreement by such methods shall be deemed to be valid and effective for all purposes.

By signing this Agreement, the individual signing on behalf of the Client certifies and warrants that they are authorized to sign on behalf of the Client, agree to the terms of this Agreement and any documents incorporated herein, and that, upon their signature, this Agreement and any documents incorporated herein will become legally binding agreement of the Client.

**GIS Workshop, LLC d/b/a gWorks**

**Client Name\*:**

Sign: *Joseph R. Heieck*

Sign:

Print Name: Joseph R. Heieck

Print Name:

Title President & CEO

Title

Date: 10/12/2022

Date:

Address: 3905 S 148<sup>th</sup> St., Suite 200,  
Omaha, NE 68154

Address:

\*For Client Name, please use the legal name of your entity, organization, or government body. For example, City of Anytown TX; Any County MD; Anytown Water District CO; Anytown Public Utility IA.

## **EXHIBIT A: TERMS OF SERVICE**

### **GIS WORKSHOP LLC, DBA GWORKS**

THESE TERMS OF SERVICE (the "Terms of Service") are effective as of the first date on which the person or entities agreeing hereto (the "Client") executes a Statement of Work or Master Services Agreement, agreeing to be bound to these Terms of Service, or otherwise indicates its acceptance of these Terms of Service by registering for and accessing the Service (as hereinafter defined) (the "Effective Date"). These Terms of Service outline the services that the Client will receive. These Terms of Service shall be a binding agreement between Client and GIS Workshop, LLC dba gWorks ("gWorks") doing business as gWorks (each a "Party" and collectively the "Parties"). The Terms of Service govern the Parties' rights and obligations with respect to the provision and access of those certain web-based and/or mobile application services (the "Service") offered by gWorks on and through its website (the "Site") for personal or business use by Client (the "Purpose"). Client acknowledges that it has read these Terms of Service carefully before

accessing or using the Site or the Service and agrees to be bound by the terms and conditions therein. To the extent gWorks makes any material changes to these Terms of Service, it shall use commercially reasonable efforts to notify and seek Client's acceptance of such changes prior to such changes becoming effective as to Client. Capitalized terms which are used but not otherwise defined herein shall have the meanings ascribed to them in the Master Services Agreement. In the event of any conflict between the Terms of Service and the Master Services Agreement executed by the Parties, the Master Services Agreement shall control.

1. **SERVICE.** Subject to Client's continued compliance with these Terms of Service, and in consideration of gWorks granting access to Client to the Site and Service in accordance with the terms hereof and the Subscription Fee (as defined below) paid by Client hereunder, gWorks grants to Client, and Client hereby accepts, pursuant to the terms and conditions set forth herein, a non-exclusive, non-transferable, non-sublicensable right and subscription to use and access the Service through the Site, solely in connection with the Purpose. All features, content, specifications, Site Deliverables, data, and layout of the Service described or depicted on, or generated through, the Site are subject to change.
2. **THIRD PARTY PRODUCTS.** Client acknowledges that the Service may include access to third party software, services, and data (collectively, "Third Party Products"). By accessing the Service, Client is agreeing to be bound by each of these third party's terms with respect to their own software, services, and data. gWorks makes no independent representations or warranties with respect to any Third-Party Products and shall have no liability arising out of or relating to Client's use thereof.
3. **SCOPE OF SUBSCRIPTION RIGHTS.** The rights granted by gWorks to Client for the Service are personal to Client and allow Client to use and access the Service and any Site Deliverables (as defined below) generated through the Service for its own personal or business use, for public access (allowing the public to use any available computers or mobile devices to obtain access), on its own computer or mobile device, and strictly for the Purpose. Except as otherwise provided herein, these subscription rights may not be shared by more than one individual or assigned to new users without the consent of gWorks, which may be withheld in gWorks' sole and absolute discretion.
4. **FEES AND PAYMENT TERMS.**

(a) In consideration for gWorks granting Client access to the Service, Client agrees to pay to gWorks a non-refundable subscription fee in the amount and on the terms set forth in the Ordering Documents (the "Subscription Fee"), which shall be charged in accordance with the Ordering Documents.

(b) Unless otherwise agreed to by the parties, Client shall be initially charged the Subscription Fee on the Effective Date. Client shall register for the Service either through the execution of an Ordering Document with gWorks, or through accessing the Service electronically. Upon registration, Client may submit credit card information for the account that will be automatically charged for the Subscription Fee. Alternatively, gWorks may issue an invoice to Client for payment by Client in accordance with the terms of such invoice. The Subscription Fees shall be processed on a reoccurring basis by gWorks and

either automatically charged to Client's credit card or through an issued invoice, which shall be payable by Client in accordance with its terms and the applicable terms of the Ordering Document.

(c) In the event that gWorks elects to allow for payment by credit card, gWorks may use a third-party intermediary to manage credit card processing, and this intermediary will not be permitted to store, retain or use Client's billing information except to process Client's credit card information for gWorks. gWorks' handling of Client's personal information shall be in accordance with gWorks' privacy policies and practices, which will be provided to Client upon request or is available here: <https://www.gworks.com/privacy-policy/>.

(d) If Client's credit card payment information is entered in error or if payment does not go through for processing and Client fails to update or correct such payment information upon gWorks' request, gWorks may immediately terminate these Terms of Service and suspend Client's account without notice. In the event of any termination or suspension hereunder, Client will still have access to those portions and features of the Service that are made available to Client for no charge.

(e) The Subscription Fee does not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state or federal jurisdiction that may be levied upon the Service or Client's use of the Site. If taxes should be imposed on any of the foregoing, Client will pay all such taxes (excluding taxes imposed on or measured by gWorks' income) and hold gWorks harmless for the payment of any and all such taxes.

(f) Upon term renewal, gWorks may increase the Client's annual Subscription Fees up to gWorks then-current list price or for changes to the Consumer Price Index. gWorks will notify the Client at least thirty (30) days in advance with the renewal term invoice, and the increased fees will apply at the start of the next renewal term. If the Client does not agree to this increase, either party can choose to terminate the renewal term at the end of the Client's then-current term per the termination provisions in this Agreement or as set forth in the Ordering Document.

**5. CLIENT MATERIALS.** Client acknowledges and agrees that, in order for Client to fully utilize certain portions of the Service, Client must input certain Client Materials into the Service via the Site or via the gWorks. By doing so, Client is not relinquishing any of its ownership or rights in and to such Client Materials. However, Client hereby grants to gWorks, and gWorks hereby accepts, a non-exclusive, sublicensable, perpetual, worldwide license to use, host, reproduce, store, enhance, supplement and otherwise distribute the Client Materials in any and all ways necessary for gWorks to provide to Client the Service, to generate the Site Deliverables, and for all other legitimate business purposes of gWorks related to the Service or Site (or with respect to gWorks' other legitimate business needs). Client, not gWorks, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of all Client Materials, and gWorks shall not be responsible or liable for the deletion, correction, inaccuracy, destruction, damage, loss or failure to store any Client Materials. Client acknowledges and agrees that gWorks is not responsible for examining or evaluating and makes no guarantees regarding the accuracy, completeness, timeliness, validity, legality,

decency, quality or any other aspect of the Client Materials, and gWorks shall have no liability to Client or any third party for its use of or reliance on the Client Materials. gWorks reserves the right to remove and/or discard Client Materials upon thirty (30) days written notice to the Client. If the Client does not claim the Client Materials or make arrangement to do so within thirty (30) days of gWorks providing the written notice to the Client, gWorks may remove and/or discard the Client Materials. gWorks will, upon request, provide Client with access to the Client Materials during the Term of these Terms of Service, in a form reasonably agreed to by gWorks and Client. The parties agree that gWorks will provide notice to the Client of any Client Materials of which it has possession upon termination of these Terms of Service. gWorks will maintain any such Client Materials for a period of thirty (30) days following termination of the agreement. If the Client or another representative of the State of Nebraska does not claim or make arrangements to claim the Client Materials within thirty (30) days after the notice, gWorks has no further obligation to maintain any Client Materials.

**6. SITE DELIVERABLES.** As part of the Service, gWorks may generate certain data, reports, studies, charts, presentations or other deliverables (collectively, the "Site Deliverables"). While gWorks makes extensive efforts to present accurate and up to date Site Deliverables, Client acknowledges that such Site Deliverables rely largely on the accuracy and currency of the third party data used by gWorks in connection therewith. Thus, gWorks makes no representations or warranties as to the Site Deliverables, and the Parties acknowledge that the Site Deliverables may be inaccurate, incomplete, unreliable or out of date. Client should independently verify the accuracy, completeness and relevance of any information it receives from gWorks as part of a Site Deliverable before relying on it for any purpose of material impact. gWorks is not responsible for damages from lost profits, loss of business or any other losses arising out of Client's use of or reliance on the Site Deliverables, Service or Site.

**7. SERVICE RESTRICTIONS.** Client agrees it will not: (a) rent, lease, license, loan, transfer, assign, sell, copy, sublicense, commercialize, distribute or otherwise use or provide access to the Site, the Service or Site Deliverables, or the underlying software used therein, in whole or in part, on a temporary or permanent basis, except as expressly permitted by these Terms of Service; (b) use the Service, the Site Deliverables, the underlying software used therein, or any portion thereof to create any tool, application or software product that can be used to create software applications of any nature whatsoever; (c) Use the Service, Site Deliverables, or the Site in any unlawful manner whatsoever; (d) Remove, alter, cover, obfuscate, and/or otherwise deface any proprietary notices on the Site or the Site Deliverables; (e) Access the Service by any means other than through the Site; (f) Spider, data-mine, scrape, probe or otherwise attempt to abuse the Site or Service; or (g) Modify, alter, adapt, copy, decompile, disassemble, reverse engineer, reverse assemble or emulate the functionality, reverse compile, attempt to derive the source code of, reduce to human readable form, or create derivative works of the Service, the Site or the underlying software used therein, in whole or in part.

**8. REGISTRATION.** Prior to Client being able to access the Service, Client may be required to register for the Service on the Site. Alternatively, Client may register for the Service by executing a written agreement (i.e. a Master Agreement or Ordering Document) with gWorks in the form provided to Client by gWorks. As part of the registration process, Client will be required to provide certain information, and may be awarded a username and password. Client shall remain responsible for maintaining the security of its account, including its username and password, and shall not disclose it to any third party except as

authorized herein. gWorks will not be responsible or liable for any loss or damage caused by Client's failure to comply with its security obligation. Client remains responsible for all activity occurring under its accounts, and shall notify gWorks immediately of any unauthorized use of any password or account or any other known or suspected breach of security.

#### **9. SUPPORT, MAINTENANCE AND UPGRADES.**

(a) Provided Client is not in breach of these Terms of Service, and provided these Terms of Service remain in effect, gWorks will provide general support services related to the Service during the hours of 8:00 AM through 5:00 PM, CST, Monday through Friday (not including holidays). This schedule may change from time to time, as determined by gWorks in its sole discretion. General support services will include email communication during the time frame described above. Any support services beyond those described herein, or any support services provided outside of the time frame described above, may be provided by gWorks at gWorks' sole and absolute discretion, and upon terms determined by gWorks.

(b) Client understands and acknowledges that gWorks has the right to modify and update (or refrain from modifying and updating) the Site and Service at any time, provided however, that gWorks will notify Client of any material changes in the existing functionality or capabilities of the Service. Updates and improvements provided as part of gWorks' general maintenance services shall be made in gWorks' sole and absolute discretion. gWorks shall be under no obligation to provide any updates, improvements or enhancements. All right, title and interest to upgrades, enhancements, and special programming shall vest in and belong to gWorks. Client specifically acknowledges that some additional services or upgrades may be developed for the Service, for which gWorks may require the payment of additional fees or other terms and conditions in order for Client to be entitled to use such additional services or upgrades, which services or upgrades shall not be deemed to be Services hereunder absent payment of such fees or compliance with such conditions.

#### **10. BACKUP; DISASTER RECOVERY; SECURITY.**

(a) gWorks agrees to maintain, through itself or through third party service providers, backup and disaster recovery facilities sufficient to permit it to recover and make available to Client under these Terms of Service the Site, Service, Site Deliverables, and Client Materials within forty eight (48) hours of any system failures or data loss.

(b) gWorks shall maintain adequate security precautions to minimize the likelihood of any unauthorized access through the Internet to Client Materials or other data provided by Client to gWorks through the Site, including, among other things, the use of a secure server, protective firewalls and encryption.

**11. OWNERSHIP OF INTELLECTUAL PROPERTY.** Except with respect to the Client Materials, which gWorks acknowledges is the property of Client, Client acknowledges that gWorks and/or the third party sources of gWorks' information are the owners of all right, title and interest in and to all Intellectual Property in the Service, the Site, Site Deliverables, Third Party Products and the underlying software used therein, in any form whatsoever, including: a) the technology available as part of or embodied in the Service;

and b) all content, including but not limited to text, software, music, sound, photographs, video, graphics, plots, typeset formulas, tables, general page layouts, juxtapositions of data or other material contained in the Site, the Site Deliverables or otherwise provided as part of the Service. Client acknowledges that the Site, the Service, the Site Deliverables, and any other products or services offered by gWorks are protected by United States and international copyrights, patents, trademarks, service marks, trade secrets or other proprietary and intellectual property rights and laws, as applicable. Client acknowledges that it claims no proprietary rights in any Intellectual Property of gWorks, the Site, the Site Deliverables, the Service, or Third Party Products, and will be entitled to only such rights as are granted to Client pursuant to any and all agreements between gWorks and Client. The Site, the Site Deliverables, and the Service may be used only in accordance with the terms and conditions of these Terms of Service. All pending and/or registered trademarks and service marks, and other graphics, logos, and trade names used by gWorks in connection with the Site, the Site Deliverables, and the Service, and any other products or services offered by gWorks (collectively the "gWorks Trademarks") are the trademarks of gWorks or its content providers. gWorks and Client acknowledge that, in the event of any third party claim that the Site, the Site Deliverables, or the Service infringes such third party's Intellectual Property Rights, gWorks will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim, subject to these Terms of Service. For purposes of clarification, upon payment in full by Client of all applicable Subscription Fees, Client shall own the Site Deliverables themselves, notwithstanding the fact that no proprietary rights shall accrue to Client in any Intellectual Property embodied therein or associated therewith, and Client may use such Site Deliverables as it sees fit, subject to Client's full and continued compliance with the terms of conditions of these Terms of Service.

## **12. CANCELLATION, TERM AND TERMINATION.**

(a) **Term.** These Terms of Service shall become effective as of the Effective Date and shall continue in effect for the period of time set forth in the Ordering Document, unless and until terminated in accordance with these Terms of Service or upon termination of the Master Agreement entered into between the parties (collectively, the "Term"). Termination of these Terms of Service will not terminate the Master Agreement between the parties, but termination of the Master Agreement will automatically terminate these Terms of Service.

(b) **Termination.** These Terms of Service may be immediately terminated, in writing, by either Party as follows: (a) if the other Party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching Party; (b) upon dissolution, insolvency, or any adjudication in bankruptcy of, or any assignment for the benefit of creditors by, the other Party.

(c) **Effect of Termination.** Upon termination of these Terms of Service for any reason, Client shall immediately cease any use of the Service, any Site Deliverables that have not been personally delivered to Client, and the Site. All fees otherwise due and payable shall be immediately paid. Annual fees are nonrefundable.

## **13. MUTUAL REPRESENTATIONS AND WARRANTIES.** Each Party represents and warrants as follows:

(a) It has all necessary power and authority to enter into these Terms of Service, to grant to the other Party all of the rights granted hereby and to perform its obligations hereunder;

(b) The Terms of Service are and shall remain the valid, legal and binding obligation of such Party, enforceable against it in accordance with its terms, except where enforceability may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights or by principles of equity; and

(c) The execution, delivery and performance of these Terms of Service does not conflict with or result in a breach of, any agreement, written or oral, to which it is a party or by which it or its property is bound.

**14. LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE PROVIDED HEREIN, IN NO EVENT SHALL GWORKS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AND EVEN IF ANY OF THE LIMITED REMEDIES OF THESE TERMS OF SERVICE FAIL TO FULFILL ITS ESSENTIAL PURPOSE. SUBJECT TO "16 INDEMNITY" OF THESE TERMS OF SERVICE, GWORKS SHALL NOT BE LIABLE TO CLIENT FOR ANY BREACH OF SECURITY ON THE SITE, REGARDLESS OF WHETHER ANY REMEDY PROVIDED IN THESE TERMS OF SERVICE FAILS ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL GWORKS' AGGREGATE LIABILITY FOR DAMAGES UNDER THESE TERMS OF SERVICE CLAIMED BY CLIENT OR ANY THIRD PARTY ARISING FROM CLIENT'S USE OR RELIANCE ON THE SITE, SERVICE OR SITE DELIVERABLES EXCEED PAYMENTS MADE BY CLIENT TO GWORKS DURING THE SIX (6) MONTHS PRECEDING THE CLAIM. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO CLIENT.

**15. NO WARRANTY.** CLIENT AGREES TO USE THE SERVICE, THE SITE DELIVERABLES AND THE SITE AT ITS SOLE RISK, AND GWORKS SHALL HAVE NO LIABILITY TO CLIENT OR ANY THIRD PARTY FOR ITS USE OR ACCESS OF OR RELIANCE ON THE SERVICE, THE SITE, OR THE SITE DELIVERABLES. CLIENT RECOGNIZES THAT THE INTERNET CONSISTS OF MULTIPLE PARTICIPATING NETWORKS THAT ARE SEPARATELY OWNED AND THEREFORE ARE NOT SUBJECT TO THE CONTROL OF GWORKS. CLIENT ALSO ACKNOWLEDGES THAT COMPUTER SYSTEMS ARE INHERENTLY UNSTABLE AND MAY MALFUNCTION OR CEASE TO FUNCTION AT ANY TIME WITHOUT WARNING. MALFUNCTION OR CESSATION OF INTERNET SERVICES BY INTERNET SERVICE PROVIDERS OR OF ANY OF THE NETWORKS THAT FORM THE INTERNET MAY MAKE THE SERVICE OR SITE TEMPORARILY OR PERMANENTLY UNAVAILABLE. THE SERVICE, THIRD PARTY PRODUCTS, SITE DELIVERABLES, SITE, INTELLECTUAL PROPERTY AND ANY RELATED PRODUCTS AND SERVICES ARE SUPPLIED TO CLIENT "AS IS." NEITHER GWORKS NOR ANY THIRD PARTY INFORMATION OR SERVICE PROVIDER OF GWORKS GIVES ANY WARRANTIES, EXPRESS OR IMPLIED, RELATED THERETO, EXCEPT AS EXPRESSLY PROVIDED HEREIN. GWORKS DISCLAIMS, AND CLIENT EXPRESSLY WAIVES, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. IN PARTICULAR, EXCEPT AS OTHERWISE SET FORTH IN SECTIONS 2.1 AND 2.2 OF THE MASTER SERVICES AGREEMENT, NEITHER GWORKS NOR ANY THIRD PARTY INFORMATION OR SERVICE PROVIDER OF GWORKS MAKES

ANY WARRANTIES THAT (A) THE SERVICE WILL MEET CLIENT'S REQUIREMENTS, (B) THE SERVICE OR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, SITE DELIVERABLES OR SITE WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, SITE DELIVERABLES, INFORMATION OR OTHER MATERIAL RECEIVED OR OBTAINED BY CLIENT THROUGH THE SERVICE, SITE DELIVERABLES OR SITE WILL MEET CLIENT'S EXPECTATIONS, OR (E) ANY ERRORS IN THE SOFTWARE USED TO OPERATE THE SERVICE AND SITE WILL BE CORRECTED. ANY MATERIALS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE OR SITE, INCLUDING THE SITE DELIVERABLES, ARE ACCESSED AT CLIENT'S OWN DISCRETION AND RISK, AND CLIENT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. FURTHER, THE SERVICE, THE SITE AND DATA MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, GWORKS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

16. **INDEMNITY.** Each party, gWorks and Client, on behalf of itself and its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnifying Party") agrees to indemnify and hold the other party and each of its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnified Party") harmless from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, amounts paid in settlement, interest, expenses and disbursements of any kind and nature whatsoever (including attorneys' fees, court costs, accountants' fees and fees of expert witnesses, which shall be paid as incurred), arising out of, resulting from, relating to, in the nature of or caused by any suit, investigation, proceeding, demand or claim by any third party (collectively "Claims"), arising out of or related to (a) a violation by the indemnifying Party of any applicable rule, law, regulation, court order or decree or other like item; or (b) any personal injury (including death) or property damage arising out of, resulting to, in the nature of or caused by the gross negligence or willful misconduct of the Indemnifying Party, its officers, directors, agents or employees.

17. **CONFIDENTIALITY.** During the Term of these Terms of Service, gWorks may provide the Client with certain confidential and proprietary information ("Confidential Information"). Confidential Information includes, but is not limited to, the Site Deliverables, all code, inventions, techniques, algorithms, know-how and ideas, all business, financial and technical trade secrets, any written information which is marked "Confidential," any information which is orally disclosed, identified as confidential at the time of disclosure and confirmed in writing as being confidential within thirty (30) days thereafter, as well as any information or material which, by its nature and under the circumstances surrounding its disclosure, is generally considered proprietary and confidential, regardless of whether it is marked or properly reduced to writing. However, "Confidential Information" will not include information that (a) is publicly known at the time of its disclosure or becomes publicly known thereafter through no fault of the Client; (b) is lawfully received by the Client from a third party not under an obligation of confidentiality to the gWorks, (c) is published or otherwise made known to the public by the gWorks, or (d) was generated independently by the Client before disclosure by the gWorks. The Client will refrain from using the gWorks' Confidential Information except to the extent necessary to exercise its rights or perform its obligations under these Terms of

Service. The Client will likewise restrict its disclosure of the gWorks' Confidential Information to those who have an absolute need to know such Confidential Information in order for the Client to perform its obligations and enjoy its rights under these Terms of Service. Such persons will be informed of and will agree to the provisions of this Section 17 and the Client will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them.

**18. FORCE MAJEURE.** Neither Party shall be liable for damages hereunder for a delay or failure in its performance of any obligation under these Terms of Service as a result of causes beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism, labor disputes, lockouts, embargoes, insurrection, riots, inability to obtain materials or labor due to governmental acts, rules, regulations or directives, utility or communication interruptions, transportation delays, power failure, computer failure, breakdown of machinery, accidents, fires, floods or other natural disasters (each a "Force Majeure Event"). Upon the giving of prompt written notice to the other Party of a Force Majeure Event, the time of performance by the Party so affected shall be extended to the extent and for the period that its performance of said obligations is prevented by such cause.

**19. LINKS TO THIRD PARTY SITES.** The Site and Services may include links that will take Client to other sites outside of the Site ("Linked Sites"). The Linked Sites are provided by gWorks to Client as a convenience and the inclusion of the links do not imply any endorsement by gWorks of any Linked Site. gWorks has no control of the Linked Sites and Client therefore acknowledges and agrees that gWorks is not responsible for the contents of any Linked Site, any link contained in a Linked Site or any changes or updates to a Linked Site. Client further acknowledges and agrees that gWorks is not responsible for any form of transmission (e.g. webcasting) received from any Linked Site.

**20. GENERAL INFORMATION.**

(a) Client will be responsible for providing any hardware, devices or applications necessary to access the Site, Service, Site Deliverables and Client Materials and to otherwise make the Client Materials available to gWorks in order to permit it to provide the Service or access the Site.

(b) These Terms of Service shall be governed by Section 10.6 of the Master Services Agreement when the parties have a dispute.

(c) If Client should have any questions, complaints or claims with respect to the Service, such questions, complaints or claims should be directed to:

GIS Workshop, LLC dba gWorks  
Client Success Department  
3905 S. 148th St., Ste 200, Omaha, NE 68144  
info@gworks.com  
(888) 608-7666

(d) These Terms of Service may not be assigned or transferred by Client without the express written consent of gWorks, which may be granted or withheld in gWorks' sole discretion. These Terms of Service may not be assigned or transferred by gWorks without the express written consent of Client which may be granted or withheld in Client's sole

discretion, provided, however, that gWorks may assign these Terms of Service in the event of a sale of all or substantially all of its assets or a merger, consolidation or change in control of a majority of its outstanding voting shares without the express written consent of Client.

(e) The words “or” and “nor” are inclusive and include “and.” “Including” means “including without limitation” and does not limit the preceding words or terms. The singular shall include the plural and vice versa. References to “Sections” shall mean the Sections of the Terms of Service, unless otherwise expressly indicated. The headings or titles preceding the text of the Sections are inserted solely for convenience of reference, and shall not constitute a part of these Terms of Service, nor shall they affect the meaning, construction or effect of the Terms of Service.

(f) These Terms of Service constitute the entire agreement of the Parties regarding the subject matter herein and supersede all prior or contemporaneous agreements, understandings or communications between the parties, whether written or oral. Except as provided in the Agreement, these Terms of Service may not be amended, modified, qualified or otherwise changed or altered except in writing executed by an authorized signatory of each Party hereto.

(g) No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by these Terms of Service.

(h) If any provision of these Terms of Service or the application thereof to any Party or circumstances shall be declared void, illegal or unenforceable, the remainder of these Terms of Service shall be valid and enforceable to the extent permitted by applicable law. In such event, the Parties shall use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision. Any deviation by either Party from the terms and provisions of these Terms of Service in order to comply with applicable laws, rules or regulations shall not be considered a breach of these Terms of Service. The provisions that expressly or by their nature survive the termination of these Terms of Service, or those provisions that will not be fully performed upon termination or expiration of these Terms of Service, shall survive the termination or expiration of these Terms of Service, as applicable.

(i) Client shall comply with all applicable laws, rules, and regulations with respect to the performance of its obligations hereunder and otherwise with respect to its access and use of the Site and Service, including all applicable laws regarding the transmission of technical data exported from the United States or the country in which Client resides.

(j) The terms that, either expressly survive the termination of these Terms of Service or by their nature will not fully be performed during the Term, including but not limited to Sections 11, 12(c), 14, 15, 16, 17, 20(b) and this Section 20(j), shall survive the termination or expiration of these Terms of Service.

## **21. ADDITIONAL TERMS AND CONDITIONS FOR ACH TRANSACTIONS.**

(a) **General.** This Section 21 shall only apply to the automated clearing house ("ACH") services provided by or on behalf of gWorks, which may include payroll processing, payroll tax payments, direct deposit services for employees, and contractor and vendor payments, as incorporated as features of products and services offered by gWorks as part of the human resources hub ("HR Hub") and the finance hub ("Finance Hub") (collectively "ACH Services"). By subscribing to, accessing or using the ACH Services, Client agrees to be bound by this Section 21, in addition to all other provisions of these Terms of Service, and any additional terms, conditions, rules or policies that are provided to Client in connection with the ACH Services. To receive the ACH Services, Client may need to agree to additional terms and conditions and complete and sign additional forms or authorizations that gWorks or third parties provide to Client.

(b) **ACH Account.** The ACH Services will enable Client to enter, approve and submit Client Materials, including but not limited to payroll and accounts payable information, for creation, formatting, and transmission of credit and debit entries ("Entries") in accordance with the National Automated Clearing House Association Operating Rules & Guidelines, as the same may be amended from time to time (the "NACHA Rules"), and for gWorks to process such Client Materials and Entries. Entries will be initiated by gWorks out of Client's designated account (the "Account") at Client's financial institution ("Bank"), and credited to the account(s) designated by Client, in accordance with the Entry and payment instructions provided by Client, these Terms of Service and the Master Services Agreement. If Client desires gWorks to upload into the Services Client's Bank and Account information, then gWorks may, in its sole discretion, but is not required to, upload Client's Bank and Account information into the Services, and such services will be charged at gWorks then-standard rates. gWorks may use the Client Materials provided by Client for all legitimate business purposes of gWorks related to the ACH Services.

(c) **Required Information.** Prior to the provision of the ACH Services, Client must submit the completed and executed documents gWorks requires for providing the ACH Services, including Client's payroll, employee, Bank, and Account documents, any required federal, state, or local powers of attorney, and any additional documents or information requested by gWorks. The ACH Services provided will be based on and are dependent upon the Client Materials provided to gWorks by Client (including proof of federal, state, and local tax identification numbers). Failure to provide the required Client Materials and documents may adversely impact gWorks' ability to perform the ACH Services.

(d) **Entries.** gWorks may reject any Entry which does not comply with the requirements in these Terms of Service, the Master Services Agreement, or NACHA Rules, or with respect to which the Account does not contain sufficient available funds to process the applicable Entry. gWorks will have no liability to Client for the rejection of any Entry or any Claims directly or indirectly arising therefrom. If Client requests that gWorks corrects any Entries on Client's behalf, gWorks may attempt to do so; provided, however, that gWorks is not obligated to make any requested correction, and gWorks is not liable for any Claims or other consequences that may directly or indirectly result from gWorks' attempt to correct, or failure to correct, such Entries. Client acknowledges that if sufficient funds are not available in the Account for gWorks to process an Entry, (i) Client will immediately become solely responsible for all tax deposits and filings, all employee wages, all Client third-party payments (e.g., customer and vendor payments) and all related penalties and interest due then and thereafter, (ii) any and all ACH Services may, at gWorks' option, be immediately terminated, and (iii) gWorks will not have any further obligation to Client or any third party with respect to any such ACH Services.

**(e) Client Representations and Warranties.** Client, as an Originator (as defined in the NACHA Rules), makes the following representations, warranties, covenants, certifications, authorizations and acknowledgments:

(1) Client (a) agrees to be bound by and warrants it will comply with the NACHA Rules, (b) warrants it will not submit Entries that violate the laws of the United States, (c) warrants it will comply with all U.S. laws, rules and regulations, including, as applicable, laws, rules and regulations applicable to IAT Entries (including those of the Office of Foreign Assets Control (OFAC) and the Financial Crimes Enforcement Network), (d) acknowledges and agrees that gWorks shall have the right to audit Client's compliance with the provisions of these Terms of Service, the Master Services Agreement and the NACHA Rules, and (e) acknowledges and agrees that gWorks shall have the right to suspend or terminate initiating ACH Services immediately upon notice to Client in the event Client breaches any of the NACHA Rules, these Terms of Service or the Master Services Agreement;

(2) Client (a) certifies that it has not been suspended and does not appear on a National Association list of suspended Originators, and (b) warrants that it will not transmit any Entry if it has been suspended or appears on a National Association list of suspended Originators;

(3) Client authorizes gWorks to initiate Entries on behalf of Client to its Receivers' (as defined in the NACHA Rules) accounts and Client agrees to be financially responsible to the Bank (i.e. the Originating Depository Financial Institution as defined in the NACHA Rules) for all Entries initiated by gWorks on Client's behalf;

(4) Client acknowledges and agrees that gWorks and the Bank (a) may restrict certain types of Entries, (b) shall have the right to reject any Entry or series of Entries, and (c) shall have the right to reverse Erroneous Entries (as defined in the NACHA Rules);

(5) Client represents, warrants and certifies that (a) prior to submission, each Entry has been properly authorized by Client and the Receiver in accordance with the NACHA Rules, and that (i) the authorization has not been revoked, (ii) these Terms of Service and the Master Service Agreement have not been terminated, (iii) Client has no knowledge of the revocation of the Receiver's authorization or termination of the agreement between the Receiver and the RDFI concerning the Entry, and (iv) at the time the Entry is processed by a RDFI (as defined in the NACHA Rules), the authorization for that Entry has not been terminated, in whole or in part, by operation of law, (b) Client will retain all authorizations for a minimum of two (2) years following termination or revocation of the authorization, and (c) Client will provide a copy of such authorization to gWorks upon request;

(6) Client represents, warrants and certifies that (a) all Client Materials for credit and debit Entries will be accurate and timely, and (b) each Entry will contain all information required by the NACHA Rules for specific Entry types, including, but not limited to, the Receiver's correct account number, dollar amount of the Entry, Client's Name, Client's Entry description;

(7) Client acknowledges and agrees that (a) Client shall be responsible for promptly detecting and correcting any errors, (b) any Entry or Client Materials sent to gWorks that identifies the Receiver inconsistently by name and account number may be processed by Bank based solely on the account number provided, and (c) gWorks is authorized to take such measures as gWorks deems appropriate to carry out the intent of Client in completing any particular Entry, including, but not limited to, gWorks may contact Client or may attempt to retransmit any Return Entry (as defined in the NACHA Rules);

(8) Client agrees to implement and maintain safeguards to protect against (a) any unauthorized access to confidential information being stored, processed or transmitted in connection with Entries, and (b) submission of fraudulent Client Materials or Entries purportedly on Client's behalf; and

(9) Client represents and warrants, to the extent applicable, that (a) the origination of each IAT Entry shall comply with the laws and payment systems rules of the receiving country, and (b) any submission by Client requiring initiation of an IAT Entry by gWorks shall include the name and physical address of each of Client and the Receiver, the account number of the Receiver and the identity of the Receiver's bank, bank ID number and bank branch code.

**(f) Disclaimers.** In gWorks' performance of the ACH Service, Client acknowledges and agrees that (i) gWorks is not acting in a fiduciary or trustee capacity for Client or its employees or independent contractors, and gWorks is only a facilitator (and not a party) to any Entries and payment transactions as part of the ACH Services, (ii) using the ACH Services does not relieve Client's obligations under local, state, or federal laws or regulations as related to the transactions processed as part of the ACH Services, which without limiting the generality of the foregoing shall include any payroll taxes and withholdings liabilities of Client, and (iii) gWorks solely provides a platform for the ACH Services, gWorks is not a regulated financial institution, and any information that gWorks provides in connection with the ACH Services is for informational purposes only and should not be construed by Client as legal, tax, financial or accounting advice. Client shall indemnify gWorks, its affiliates, officers, directors, agents, and employees, from and against any Claims arising out of or resulting from the debiting or crediting of any Entry or a breach by Client of this Section 21.

CLIENT ACKNOWLEDGES THAT IT HAS READ THESE TERMS OF SERVICE, UNDERSTANDS THEM, AND WILL BE BOUND BY THE PROVISIONS CONTAINED HEREIN. CLIENT FURTHER ACKNOWLEDGES THAT THESE TERMS OF SERVICE MAY NOT BE AMENDED BY CLIENT WITHOUT THE EXPRESS WRITTEN CONSENT OF GWORKS.

**Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM**

Submitter's Name: (Individual, Organization, or County Department)

Engineering

Date/Signature 5/8/2023 

Describe in detail what you want to say to the Board and what action you want the Board to take:


Discussion and possible approval to enter into a contract with Ardurra Engineering who will provide the professional services of designing and creating plans for the reconstruction of County Road 5020. Ardurra Engineering is the only firm to submit a Statement of Qualifications. Reconstruction consists of a cold-in-place pavement recycling and friction course for an 8-mile portion of CR 5020 starting at mile post 7.5 and extending west to mile post 15.5.

BOS Meeting Date Requested 6/6/2023

**PRE-AGENDA ITEM REVIEW**

Review Routing /  Legal /  Finance /  Purchasing /  Human Resource /  Other: \_\_\_\_\_

Legal Review: \_\_\_\_\_

\_\_\_\_\_  
Signature: 

Finance Review: \_\_\_\_\_

\_\_\_\_\_  
Signature: \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

\_\_\_\_\_  
Signature: \_\_\_\_\_

Other Review: \_\_\_\_\_

\_\_\_\_\_  
Signature: \_\_\_\_\_

Reviews completed; item approved for Agenda. Supervisor/Board Clerk's Initials \_\_\_\_\_

APACHE COUNTY BOARD OF SUPERVISORS

REQUEST FOR QUALIFICATIONS #23-05

SUBJECT: PAVEMENT PRESERVATION & REHABILITATION DESIGN SERVICES

Apache County Board of Supervisors is soliciting qualification statements to provide pavement preservation and rehabilitation design services for cold in place recycle and friction course for a part of county road 5020 concho-snowflake highway.

Qualification statements for RFQ #23-05 may be obtained by contacting the Apache County Engineering Department, PO Box 238, St Johns AZ, 85936 or may be picked up at 75 W Cleveland Street, St. Johns AZ, in the annex building.

Deadline is March 21<sup>st</sup> 2023 at 2:00pm at which time a public opening will be held. Send qualification statements to the above address identified on the envelope as "RFQ #23-05".



## *Apache County Engineering Department*

March 1, 2023

**REQUEST  
FOR  
PROPOSALS  
&  
STATEMENTS OF QUALIFICATIONS  
FOR PAVEMENT PRESERVATION AND REHABILITATION  
DESIGN SERVICES FOR COLD-IN-PLACE RECYCLE (CIR) AND FRICTION  
COURSE  
MP 7.5-15.5 CR 5020 CONCHO-SNOWFLAKE HWY**

The Apache County Engineering Department is seeking Statements of Qualifications (SOQ) along with Request for Proposal from qualified engineering and planning firms to conduct design services for approximately 8 miles of roadway of CR5020 Concho-Snowflake Hwy. This project will consist of the preparation of a design a pavement rehabilitation utilizing CIR along with incidental roadside improvements such as signing and striping of the roadway. The successful firm will prepare the construction documents for the project.

### **The Project**

Apache County is seeking design services to rehabilitate approximately 8 miles of the Concho-Snowflake Hwy by utilizing CIR and Asphaltic Rubber Friction Course (ARACFC). The exiting roadway presents moderate to severe temperature cracking that has begun to make the roadway unsafe. The width of the roadway varies from 2- 12 foot lanes with 0-6 foot paved shoulders. Project has a targeted FY24-25 construction season.

The land surrounding the project is a mix of private land zoned for agricultural use and State Trust Land managed by the Arizona State Land Department (ASLD). The existing Apache County-owned right-of-way along CR5020 varies between 66 feet and 200 feet wide.



## *Apache County Engineering Department*

### **Scope of Work**

The selected firm will prepare the required design, and construction documents to yield a bid ready project. The consultant or team chosen for this project will have expertise and resources necessary to address the following:

- General background information for the project
- Traffic information
- Design criteria
- Land use
- Right-of-way
- Geotechnical investigation and information
- Field Survey and Mapping
- Cost estimates
- Schedules
- Roadway safety analysis
- Design to a AASHTO (2011 Edition) Roadway Standard

The selected consultant will document the proposed design criteria to include but not be limited to the following:

- Design speed
- Design vehicle
- Posted speed
- Minimum radii
- Lane widths
- Shoulder width
- Minimum stopping sight distance
- Minimum passing sight distance
- Maximum longitudinal grade
- Minimum longitudinal grade
- Minimum K-factors for sag and crest vertical curves
- Traffic Control Devices
- Signing Plans
- Guardrails



## *Apache County Engineering Department*

### **How to Respond to this Request**

Interested firms should respond to this request by submitting an original, and three copies, of a Request for Cost Proposal (RFP) and Statement of Qualifications (SOQ). These materials contained in the RFP/SOQ will be used to develop a short list of the most qualified firms. Not less than three firms could be interviewed for the project.

The short-listed firms may be asked to submit more detailed information, which will be used to select a single firm.

The statement of qualifications should include, as a minimum, the following information:

- A letter of transmittal
- Description of the qualifications, experience and resources the firm has in the design of asphalt pavements and pavement preservation plans
- A listing and description of similar projects successfully completed by the firm
- Experience in meeting timelines, schedules, and deliverables
- A listing of the key staff to conduct the work
- A table of organization of the project team
- Resumes of the key staff, and the role they played in the projects referenced for the firm

The firms will be ranked according to their response to the requested information. The criteria for ranking will include the following items:

- Qualifications of the firm or firms on a proposed team.
- Qualifications and overall experience of the key team members.
- Specific experience of the key staff on similar projects.
- Organization of the team members
- Availability of key team members to conduct the project in a timely manner.
- Success of the firms or teams in similar projects.

The SOQ should not exceed eight pages in length, exclusive of the letter of transmittal, resumes and project experience.



## *Apache County Engineering Department*

Statements of qualifications should be sent to:

Ferrin Crosby, Apache County Engineer  
APACHE COUNTY ENGINEERING DEPARTMENT  
75 W. CLEVELAND AVE  
PO BOX 238  
ST JOHNS, AZ 85936

These materials will be accepted until 2:00 pm March 21<sup>st</sup> 2023. Facsimile or electronic submittals will not be accepted. The statement of qualifications must be limited to 8 pages, exclusive of the Letter of Transmittal, Resumes and Project Descriptions. Submit no less than the signed original, plus three copies of the RFP/SOQ.



April 7, 2023

Ferrin Crosby, P.E.  
Apache County Engineer  
P.O. Box 238  
St. Johns, AZ 85936  
fcrosby@co.apache.az.us

**Re:** Apache County CR 5020 Concho-Snowflake HWY Pavement Preservation and Rehabilitation MP 7.5 to 15.5 Proposal for Professional Services

Dear Ferrin:

Thank you for the opportunity to propose to work with you on this project. Ardurra Engineering is able to provide surveying, planning and engineering services to assist in the successful completion of a project such as this.

From our discussions, I understand that you are looking to have construction plans prepared for Cold in Place Pavement Recycling with a friction course for an 8-mile portion of CR 5020 starting mile post 7.5 and extending west to mile post 15.5. The existing pavement has exceeded its useable design life and is need of replacement. We will provide a bidable set of plans and specifications to be used to solicit bids from contractors and to be used for construction. Topographic survey will be provided to Ardurra Engineering by Apache County to be used as a basemap for design.

The scope of the project is to provide construction plans, a bid schedule, and any special provisions necessary to supplement the standard Apache County bidding documents. It is understood that the project will be bid for construction after the design and construction documents are complete. We will also provide post design services such as Pre-Bid meeting, Bid Opening, Pre-Con meeting, Bid Addenda, response to RFI's, shop drawing submittal reviews, As-built drawings, etc. It is assumed that there will be no public meetings.

The following is our Scope of Services for this project, with our fees indicated by task.

## **SCOPE**

### **Task 1 – Project Management, Meetings, and Site Visits**

WE will produce project schedules, monthly invoices, and manage project staff under this task. WE will meet with County staff at key plan levels for review of plans and obtaining comments (assume 2 meetings). We will visit the site to perform a site walk/drive to familiarize the project manager and engineer with the site conditions and to note any additional improvements or obstacles that need to be considered for design.

## **Task 2 – Construction Documents**

We will prepare 60% level plans depicting the existing roadway features, right-of-way and easements (provided by others), and the proposed horizontal alignment of the proposed new roadway. We will work with County staff to determine if any culverts or other drainage improvements should be completed along the corridor to improve upon the existing conditions. The plans and design will be prepared and completed in accordance with Apache County Standards and Specifications. The plans will include the following:

- Cover sheet
- Notes and quantities
- Standard Details including typical and structural sections
- Geometric Control for Horizontal Alignment
- Paving Plan Sheets with Striping and Markings (60 scale)
  - Striping will be shown based on existing conditions
- Storm Drainage Improvements (as necessary)

The plans will be submitted to the County for review and comment. WE will attend a comment resolution meeting (noted above) and provide a comment response letter.

Based on the comments received, We will prepare 90% plans for the proposed improvements. WE will prepare an Engineer's Cost Estimate based on the 90% design. The plans and estimate will be submitted to the County for review and comment. WE will attend a comment resolution meeting (noted above) and provide a comment response letter.

Based on the comments received, WE will prepare final plans, bid schedule, cost estimate and supplemental specifications/special provisions for incorporation into a future Bid Documents package.

## **Task 3 – Post Design**

Ardurra Engineering will attend a pre-bid meeting if required during the bidding process. Questions will be compiled into a bid addendum and issued as part of the project. We will help review the submitted bids for compliance with the bid requirements. During construction we will visit the site an estimated 3 times to observe the construction progress or to address issues during construction. We will prepare responses to RFIs as needed during construction.

## **Additional Services**

Additional Services that may be required during the project but that are not included in the below fee might include the following:

- Any permitting, submittal, or review fees
- Asbuilts
- Drainage Report
- Structural Design

April 7, 2023

- Utility Coordination
- Geotechnical Investigation/Report
- Boundary or topographic survey
- Construction staking
- Potholing or physical location of existing underground utilities not visible from the surface
- Additional areas outside of above-described limits
- Submittals to other agencies not identified above

Ardurra Engineering will work with the CLIENT to coordinate or complete these services on an as needed basis as directed by the CLIENT at our standard hourly rate.

### COMPENSATION

The compensation for providing project management, construction documents, geotechnical report, and post design services for the Apache County CR 5020 Concho-Snowflake HWY Pavement Preservation and Rehabilitation MP 7.5 to 15.5 will be **\$97,300, which includes reimbursable expenses** and will be invoiced on a **lump sum** basis. Invoices will be sent monthly based on percent complete. Additional services can be provided as requested on a time and materials basis. The breakdown of fee is as follows:

<u>Task</u>	<u>Amount</u>
Task 1 – Project Management	\$10,300
Task 2 – Construction Documents	\$82,000
Task 3 – Post Design Services	\$5,000
<b>Total Compensation</b>	<b>\$97,300</b>

To expedite the process, I am emailing this copy of the proposal for your review. If it is acceptable, return a purchase order to our office.

Thank you again for your consideration and feel free to contact me if you have any questions.

Sincerely,  
**WOODSON ENGINEERING**



Michael Janes, PE  
Engineering Manager

c: Rick Schuller, PE  
Group Leader



**PROPOSAL & CONTRACT**

Date: April 7, 2023  
Project: Apache County CR 5020  
Concho-Snowflake HWY Pavement  
Preservation and Rehabilitation MP 7.5  
to 15.5

---

**CLIENT:** Apache County

**PROJECT NAME/LOCATION:** Apache County CR 5020 Concho-Snowflake HWY  
Pavement Preservation and Rehabilitation MP 7.5 to 15.5/ Concho, AZ

**SCOPE OF SERVICES:** See Attached

**FEE ARRANGEMENT:** See Attached

**RETAINER:** None

**SCHEDULE:** As agreed upon

**FEE FOR ADDITIONAL SERVICES:** Time and Materials or Under a Separate Scope  
and Fee

**SPECIAL CONDITIONS:** Per the attached Scope of Services.

*Ardurra terms and conditions are a part of this agreement.*

---

Offered by:

Accepted by:

4-7-23

Michael Janes, Engineering Manager date

signature

date

*This offer is good for 30 days unless  
noted otherwise.*

printed name/title

---

*Serving Arizona for over 27 Years!*

## TERMS AND CONDITIONS

**Ardurra Group, Inc.** (Firm) shall perform the services outlined in this agreement for the stated fee arrangement.

**Access to Site:** The Firm will have access to the site for activities necessary for the performance of the services.

**Billings/Payments:** Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. **Invoices shall be due on receipt.** If the invoice is not paid within 15 days, the Firm may, without formal notice and without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Work may not resume immediately upon receipt of payment but as the Firm's schedule permits. **Objections to invoices shall be made in writing within 10 days of the invoice date.** The Firm shall not withhold its services because of the non-payment of disputed portions of a bill. **Retainers shall be credited on the final invoice.**

**Late Payments:** Accounts unpaid 25 days after the invoice date will be subject to a monthly service charge of 1.5% on the then unpaid, undisputed balance. In the event any portion or all of an account remains unpaid 60 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees. Payments will be credited first to interest then to principal.

**Indemnification:** The Firm/Client hereby indemnify and hold harmless the Client/Firm from any and all claims, damages, losses and expenses (including attorney's fees) arising out of the performance of this Agreement, except when such claims, damages, losses and expenses are caused by the negligent acts, errors or omissions of the Firm/Client.

**Dispute Resolution:** All disputes arising out of or related to this Agreement shall be submitted to non-binding mediation as a condition precedent to litigation. If any dispute that is submitted to mediation is not successfully resolved, the matter may be resolved through litigation in any court of competent jurisdiction.

In the event that legal action is brought by either party against the other (including action to enforce or interpret any aspect of this agreement), the prevailing party shall be reimbursed by the other for the prevailing party's legal costs, in addition to whatever other judgments or settlement sums, if any, may be due.

**Certifications:** The Firm shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Firm cannot ascertain.

**Limitations of Liability:** Client acknowledges and agrees that the Firm will not be liable to Client for any losses, damages, costs or expenses which, jointly, severally, individually or in the aggregate, which exceed the Firm's applicable insurance coverage limits, exclusions and conditions as set forth in such policies at the time of service. Client agrees further to limit Firm's aggregate liability on the project, due to professional negligent acts, errors or omission of the Firm to an amount no greater than the Firm's fee.

**Termination of Services:** This agreement may be terminated by Client or Firm upon 30 days written notice. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable and termination expenses. Neither party shall transfer, sublet or assign any rights under or interest in this Agreement without the prior written consent of the other party.

**Ownership of Documents:** The Client and the Firm acknowledge that the Firm's Plans and Specifications (P&S) are instruments of professional service. Nevertheless, the P&S prepared under this Agreement shall become the property of the Client upon completion of and full payment for the Work. The Client agrees to hold harmless, indemnify, and defend the Firm against all damages, claims and losses of any kind (including defense costs), arising out of any use of the P&S on any other project or for additions to this project without appropriate compensation and written authorization of the Firm.

### Fee Schedule:

Principal	\$ 220 per hour
Assoc Principal	\$ 205 per hour
Dept. Mgt./Sr. PM	\$ 190 per hour
Project Manager	\$ 180 per hour
Prof Engineer/Surveyor	\$ 160 per hour
Sr.Designer/Sr.Crew Chief	\$ 145 per hour
Designer/Sr.Tech/Planner	\$ 125 per hour
Engineer/Surveyor (IT)	\$ 125 per hour
Technician/Administrative	\$ 95 per hour
Clerical	\$ 80 per hour
2 Person Survey Crew	\$ 210 per hour
1 Person Survey Crew	\$ 150 per hour
Mileage	Current Government Rate

Reimbursable expenses including but not limited to: meals and lodging, expedited shipping, printing and copying, will be billed with a 15% markup and are not included in our lump sum or hourly fees unless the contract specifically states that they are included.

Expert witness and other services related to litigation or arbitration including preparation and on-call time will be charged at 1.5 times our regular rates.



Pavement Preservation and Rehabilitation Design Services  
for Cold-In-Place Recycle (CIR) and Friction Course  
**MP 7.5-15.5 CR 5020 Concho-Snowflake HWY**

STATEMENT OF QUALIFICATIONS

Copy

March 21, 2023  
Prepared for Apache County Engineering Department



March 21, 2023

Apache County Engineering Department  
75 West Cleveland Avenue  
PO Box 238  
St Johns, Arizona 85936



**RE: Pavement Preservation and Rehabilitation Design Services for Cold-in-Place Recycle (CIR) and Friction Course MP 7.5-15.5 CR 5020 Concho-Snowflake Hwy**

Dear Selection Panel Members:

As one of northern Arizona's most trusted firms, *Ardurra Group Inc. (Ardurra) formerly Woodson Engineering & Surveying, Inc. (Woodson)* is pleased to submit this qualifications packet in response to the Pavement Preservation and Rehabilitation Design Services.

Ardurra (Woodson) and Shephard Wesnitzer, Inc. (SWI) are now together as Ardurra Group, Inc. (Ardurra), we are now one of the largest engineering and surveying firms in the region and our team has provided a variety of engineering services for Apache County over the past several years. Ardurra is large enough to handle complex projects, yet small enough to provide individual service to each and every client regardless of the size of the project. Our knowledge of northern Arizona conditions coupled with our ingenuity and professionalism enables us to provide cost effective solutions. We take pride in serving our local community while being committed to serving Apache County. Our team has the expertise required to plan, analyze, survey, design, and construct a vast array of municipal infrastructure improvements that have included the services outlined for this pavement replacement project.

The Ardurra team stands ready to exceed your expectations on any professional services assignment from this solicitation. We have reviewed the Professional Services Agreement and are willing to execute the agreement without revisions or modifications. Ardurra appreciates the opportunity to submit our qualifications and look forward to continuing our relationship with Apache County. Michael Janes, PE, will serve as the primary contact and can be reached by phone at (928) 266-2809 or by email at [mjanes@ardurra.com](mailto:mjanes@ardurra.com).

Our staff availability ensures we will provide the highest level of responsiveness and quality to exceed the County's expectations, schedule, and commitments. We are dedicated and eager to achieve the County's objectives.

Respectfully,

Ardurra Group Inc.

A handwritten signature in cursive script, appearing to read "Rick Schuller".

Rick Schuller, PE  
Project Principal  
[rick.schuller@ardurra.com](mailto:rick.schuller@ardurra.com)

## Firm Qualifications, Experience and Resources

**Qualifications:** Ardurra Group, Inc. (Ardurra) offers an experienced team of **TRUSTED RESOURCES** with the technical expertise to deliver pavement preservation, design of asphalt pavements and infrastructure improvements for this project. Ardurra personnel are **HIGHLY QUALIFIED** in all disciplines and have a **PROVEN RECORD** of successfully completing multi-disciplinary projects on time and within budget. This includes many challenging projects with aggressive schedules and deadlines. Ardurra has over 34 professionals located in our Flagstaff offices and has a deep bench of 1,300 professionals nationwide across 70 offices that can provide the needed support to deliver a quality project.

From preliminary planning and complete civil design to project and construction management, we provide expertise in all areas of a project. We have completed dozens of paving projects, similar both in size and scope, for ADOT, Coconino County, Gila County, Yavapai County, as well as many cities and Towns such as Flagstaff, Prescott, Sedona, Springerville, Winslow and Williams. One of our more significant contracts that demonstrates our commitment to our clients, as well as our clients' satisfaction with our work has been with the City of Winslow where we have served as the City Engineer for over 25 years. We also serve as the contract City Engineer for the City of Williams, Town of Eager, and Town of Clarkdale.

**Experience:** Among the professionals on the Woodson staff are City and Town Engineers, a former City Council member, and the 2016 President of the American Society of Civil Engineers. Our staff are engaged in professional associations at the local, regional and national levels. It is unusual for a firm our size to bring this level of leadership and the value of this expertise to the benefit of its clients. We believe these are .

- » Our experience and dedicated serving to rural agencies and municipalities;
- » Depth of technical and project management staff;
- » Completed over 170+ miles of urban and rural Street Pavement Preservation & Reconstruction
- » Comprehensive pavement preservation inspection experience, crack seal, scrub seal, slurry seal, micro-surfacing, fog seal, mill & overlay, fractured, aggregate surface, treatment (F.A.S.T.);
- » Diverse project experience. Our range of staff specialties ensures coverage of all services that may be requested;

Townsend-Winona Road Pavement Rehabilitation  
Coconino County



- » Significant ADOT expertise;
- » Experience in Public Outreach; we are very familiar with government processes, and have attended and presented at many governing body meetings;
- » Executive level involvement in professional associations (e.g. Mark Woodson served as 2016 ASCE President);
- » Internal survey crew. With a full-time crew that can mobilize quickly and set priorities.

### Resources

Ardurra employs the original talented engineering and surveying professionals which began (Woodson and SWI) these northern Arizona firms and our project management experience spans northern Arizona in locations including Prescott, Yavapai County, Sedona, Winslow, Cottonwood, Holbrook, Page, and Kingman. We are accustomed to quickly responding throughout the region for our projects. Our team has designed all manner of facilities: residential, educational, commercial, municipal buildings, utilities, transportation, sports fields and parks. 95% of our work since 1999 for Woodson and SWI has been in Arizona. We are one of the largest engineering and surveying firms in the region. Ardurra is large enough to handle complex projects, yet small enough to provide individual service to each and every client regardless of the size of the job. Our knowledge of northern Arizona conditions coupled with our ingenuity and professionalism enables us to provide cost effective solutions.

**Ardurra's Northern Arizona professional staff is comprised of:**

- 11 AZ Registered Professional Engineers
- 13 Engineers-in-Training, additional design and production
- 8 AZ Registered Professional Land Surveyors
- 4 Administrative personnel



## Similar Projects

### PARKING AND STREETS PROGRAM

Client: Northern Arizona University (NAU)

#### Flagstaff, Arizona

Cost of Project: \$293,160

Completion Date:  
2017-Ongoing

Contact Details:  
Martin Yepiz  
(623) 800-4097

This is a current ongoing pavement optimization project for streets and parking lots across the entire NAU campus that Ardurra (Woodson) has managed since 2017. We provided a report that assessed the existing conditions, use, recommended treatment, costs and prioritized projects. Subsequent services included: topographic survey, design, construction documents and construction administration. Projects have consisted of crack fill, patches, subgrade correction, seal coats, and other pavement rejuvenation techniques. For areas with high traffic loading, such as bus stops, we provided economical solutions for new sections using geotechnical analysis.



### GRAND CANYON BOULEVARD

Client: City of Williams

#### Williams, Arizona

Cost of Project: \$1.5 Million

Completion Date:  
2019-2020

Contact Details:  
Tim Pettit  
(928) 635-4451

This project received APWA's Project of the Year Award. The project consisted of widening a half-mile section of a 3-lane major collector street to 5 lanes, waterline replacement, select curb and gutter replacement, and sidewalk ramp replacement. In addition, two new stop-controlled intersections were introduced to provide speed calming for the road. Woodson provided topographic survey, design, ADEQ permitting, bid phase services, construction phase services, and as-builts. Woodson also coordinated with ADOT to utilize the HURF Exchange program for project funding assistance.



### PAVEMENT REPLACEMENT

Client: City of Williams

#### Williams, Arizona

Cost of Project: \$844,356

Completion Date:  
2017

Contact Details:  
Tim Pettit  
(928) 635-4451

This project took just 90 days from when we first started discussing the project with the city to substantial completion. A total of 17,500 square yards of asphalt were installed at four different locations around the city, including at the Williams Unified School District (pictured). Woodson's services also included striping layout, surface utility adjustment, and sidewalk ramp design, as well as cost estimating, bidding, and full construction administration services.



## Similar Projects

### TOWNSEND-WINONA ROAD

Client: Coconino County

**Flagstaff, Arizona**

**Cost of Project: \$25M**

**Completion Date: 2016**

**Contact Details:**

**JD Brice: 928-679-8300**  
**jbrice@coconino.az.gov**

The purpose of this CMAR project was to complete pavement rehabilitation activities consisting of pavement repairs, drainage enhancements, widening, bus-pullouts, and differential mill, and overlay. The Woodson Survey crew established control, conducted topographic surveys, and prepared tempo-rary/construction easements. We completed all aspects of roadway design from 60% to 100% plans, and PS&E submittals, as well as post-design services. The project involved coordination with US Forest Service regarding cultural resources, and with utilities (APS, AT&T, CenturyLink, Doney Park Water, Sud-denLink, and Unisource) on relocations.



### RENAISSANCE ON ROUTE 66

Client: City of Winslow

**Winslow, Arizona**

**Cost of Project: \$20M**

**Completion Date:**

**2003-Ongoing**

**Contact Details:**

**Tim Westover**  
**(928) 587-5758**

Ardurra (Woodson) has managed this revitalization project spanning more than 20 years and over \$20 million of improvements. This project has transformed downtown Winslow, featuring the iconic Route 66 – Standin' On A Corner attraction. Our services have included ADOT coordination; roadway design and reconstruction; design of pedestrian safety features; project management; federal funding administration; and construction administration.

The most recent phase, Renaissance VI, was a street improvement project which included the construction of ADA compliant intersections/ramps; the installation of new curb, gutters, and sidewalks; replacement of street lights; replacement of overhead wiring with underground wiring; and new driveways where necessary for ADA compliance.



### TRANSCON LANE

Client: City of Winslow

**Winslow, Arizona**

**Cost of Project: \$700,000**

**Completion Date:**

**2016**

**Contact Details:**

**Tim Westover**  
**(928) 587-5758**

This roadway is the most heavily used in Winslow besides I-40, with heavy truck traffic accessing the Fly-ing J from I-40 via Route 66. The scope was to reconstruct and widen the existing three lane roadway to a five lane PCCP roadway. Due to the very heavy truck traffic the concrete needed to be 11-thick. Our work included: engineering design for road reconstruction and widening; intersection improvements; left and right turn lane alignments; drainage improvements; bicycle and pedestrian access to the truck stop; and managing the ADOT process including environmental.



## Experience with Meeting Timelines, Schedules, and Deliverables

Each project has unique goals and milestones for success. We understand the County has several goals for the completion of their projects. We will work with the County Project Manager (PM) to establish the goals and discuss the path to achievement.

**Flexibility:** Our design approach prioritizes our client's scope, financial requirements and schedule. From the onset the Ardurra team is focused on meeting client/County objectives. Our process avoids miscommunication, misunderstandings, delay and excess expenditures, and allows for flexibility if unforeseen changes occur. It is imperative for project success that our staff team with County staff to develop a mutual understanding of project goals from the onset.

Before we begin work on any project, we meet to clarify our understanding of purpose, vision, and goals for the project. By doing so, we assure we have a clear understanding of the County's goals and expectations. This understanding assists us as we identify any challenges, engage stakeholders, establish action items, and develop the scope of work.

For this project, Ardurra has designated Michael Janes, PE as the PM for the project. Upon Notice to Proceed, Michael will immediately schedule a scoping meeting with Ferrin Crosby to review the scope of the project and verify the tasks. Once the scope and tasks are confirmed an accurate and complete scope and fee proposal will be developed.

A schedule will be developed based on the identified tasks that will include interim and major milestones. He will actively monitor the schedule while overseeing the team's technical design activities. Michael strongly believes that developing a clear understanding of the County's objectives and goals at the project inception will yield a successful project completion.

### Planning

Inclusive design that clearly implements all project improvements requires informed decision-making at the concept stage, as implementing changes at a later

date can be prohibitively expensive. Ardurra relies on a circular management process for planning and design:

**MANAGE:**  
Review evidence and determine next steps

**EXPLORE:**  
Identify constraints

**CREATE:**  
Generate ideas through team meetings

**EVALUATE:**  
Judge and test design concepts



### Scheduling

Setting a project schedule is an important first step for every project. However, these timelines are useless unless they are strictly adhered. If not, we risk critical issue creep and missed milestones. When building a project schedule, Ardurra uses Microsoft Project and sequence detailed tasks with their budgeted labor hours. We meet our schedules by holding weekly team progress meetings that ensure efficient communication that proactively resolves any schedule concerns. These meetings also serve to make sure the PM is informed and aware of every project aspect and provide a forum to discuss project completion status. Throughout the project, personnel and resource allocations are adjusted in response to project activities, progress and key team members' requests for additional resources.

Our standardized project scheduling approach is to:

1. Commit project resources
2. Schedule milestones
3. Execute tasks
4. Monitor project progress

## Key Staff



**Alicia Stoffers, PE**  
PROJECT ENGINEER

B.S., Civil Engineering – Northern Arizona University

Years of Experience: 20 total | 20 with current firm

Professional Engineer: AZ Registered PE #49953

Alicia has 20 years of experience and specializes in public works projects and has been with Ardurra (Woodson) since graduating from NAU. Alicia will review existing data to better define the location and existing conditions of the pavement to develop and assess course of action on pavement section design.

### Relevant Project Experience

- Parking and Pavement Program, NAU
- Renaissance on Route 66
- Williams Pavement, City of Williams



**Ben Nichols, PE**  
PROJECT ENGINEER

B.S., Civil Engineering – University of Tennessee (Knoxville)

Years of Experience: 8 total | 1 with current firm

Professional Engineer: TN Registered PE #122784

Transportation Engineer with 8 years of broad experience in multimodal and roadway planning and design, and a passion for community engagement and sustainable practices. Ben will review pavement performance history, and laboratory testing of materials to establish suitability of existing and proposed materials.

### Relevant Project Experience

- Knox County Greenway Corridor Study, Knox County, TN
- LeConte Center at Pigeon Forge Parking Lot Drainage Design, Pigeon Forge, TN



**Chris Hull, RLS**  
SURVEY

Surveying & Mapping – Denver Institute of Technology

Years of Experience: 25 total | 25 with current firm

Professional Engineer: AZ Registered RLS #39469

Chris has 25 years of experience in survey projects for public works and improvement projects. His experience includes ALTA surveys, topographic surveys, boundary surveys, and drafting the final survey maps. He has operated a variety of survey equipment including total stations, data collectors and GPS units.

### Relevant Project Experience

- Parking and Pavement Program, NAU
- Grand Canyon Boulevard, City of Williams
- Renaissance on Route 66

## Estimating

Accurate cost estimating is a critical component of capital improvement projects. We ensure current construction costs and trends are correctly reflected in estimates by calculating unit bid costs using a variety of sources, including ADOT's Engineering Estimate of Construction Cost (E2C2) database and recent municipal construction cost data. When estimating costs for the Sarival Avenue project, Ardurra will consider fluctuating construction cost and consult with our contractor partners to provide the City with a realistic construction cost estimate.

## Management

Ardurra's project management approach is best defined by the concept of servant leadership. Our PM, Micheal Janes, PE, emphasizes collaboration instead of managing coordination.

He will spearhead project management and foster collaboration/conversation within the design team, as well as between the team and County staff. Project risks will be identified and a risk registry will be develop and tracked throughout the life of the project. We will develop and recommend a preferred alternative and complete a final design that addresses stakeholders' concerns, provides multi-modal transportation opportunities, and implements innovative solutions to enhance safety and reduce costs.

Michael's hands-on management style helps him identify issues before they develop into serious problems, proactively communicate project developments, track staff's daily workloads, assist with unresolved issues, and respond in a timely and knowledgeable manner to any stakeholder question.

## Key Staff



**Rick Schuller, PE**  
PROJECT PRINCIPAL

B.S., Civil Engineering – University of Minnesota

Years of Experience: 32 total | 22 with current firm

Professional Engineer: AZ Registered PE #34537

Rick is the Engineering Manager and Associate Principal for Ardurra/Woodson. He has served as the project manager on most of our major projects for City of Flagstaff, Coconino County and NAU. He has over 32 years of experience and has managed Ardurra's (Woodson's) multi-phased, multi-disciplinary capital projects for over 16 years.

### Relevant Project Experience

- Parking and Pavement Program, NAU
- Grand Canyon Boulevard, City of Williams
- Williams Pavement, City of Williams



**Michael Janes, PE**  
PROJECT MANAGER

B.S., Civil Engineering – Northern Arizona University

Years of Experience: 19 total | 6 with current firm

Professional Engineer: AZ Registered PE #49111

Michael has more than 19 years of experience in project management and client coordination. Michael understands the elements involved with pavement preservation, he evaluates existing conditions and use, recommends treatments, costs, and prioritizes projects. Subsequent services included: topographic survey, design, construction documents and construction administration. Projects have consisted of crack fill, patches, subgrade correction, seal coats, and other pavement rejuvenation techniques.

### Relevant Project Experience

- Parking and Pavement Program, NAU
- Grand Canyon Boulevard, City of Williams
- Williams Pavement, City of Williams

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

ENGINEERING

Date/Signature 5/15/23

Describe in detail what you want to say to the Board and what action you want the Board to take: DISCUSSION AND POSSIBLE APPROVAL TO UPDATE YEARLY ~~MAINTENANCE SCHEDULE~~ (DUST SUPPRESSION AND ROAD STABILIZATION PRODUCTS) w/ Desert mtn.

PRE-AGENDA ITEM REVIEW

Review Routing / /Legal / /Finance / /Purchasing / /Human Resource / /Other: \_\_\_\_\_

Legal Review: \_\_\_\_\_

Signature: [Handwritten Signature]

Finance Review: \_\_\_\_\_

Signature: [Handwritten Signature]

Human Resources Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Reviews completed, item approved for Agenda. Supervisor/Board Clerk's Initials \_\_\_\_\_



May 12, 2023

Apache County  
 P.O. Box 238  
 St. Johns, AZ 85936  
 Attention: Dale Hauser

Mr. Hauser:

We appreciated your business last year and are looking forward to it in 2023. Unfortunately, at this time, Desert Mountain needs to implement a rate increase for the products and services we are providing Apache County. We have experienced significant increases across the board for fuel, product cost, railroad, equipment, employees, insurance, and other costs in 2022. The pricing effective January 1, 2023, are as follows:

<b>RoadSaver</b>			
	<i>District 1 – Chinle</i>	<i>District 2 – Ganado</i>	<i>District 3 – St. Johns</i>
Delivered	\$239.31/ton	\$249.31/ton	\$269.31/ton
Delivered & applied	\$254.31/ton	\$264.31/ton	\$284.31/ton
<b>DuraBlend</b>			
	<i>District 1 – Chinle</i>	<i>District 2 – Ganado</i>	<i>District 3 – St. Johns</i>
Delivered	\$287.05/ton	\$297.05/ton	\$317.05/ton
Delivered & applied	\$302.05/ton	\$312.05/ton	\$332.05/ton
<b>DMC 820</b>			
	<i>District 1 – Chinle</i>	<i>District 2 – Ganado</i>	<i>District 3 – St. Johns</i>
Delivered	\$255.05/ton	\$265.05/ton	\$285.05/ton
Delivered & applied	\$270.05/ton	\$280.05/ton	\$300.05/ton
<b>Road Loc RTU</b>			
	<i>District 1 – Chinle</i>	<i>District 2 – Ganado</i>	<i>District 3 – St. Johns</i>
Delivered	\$330.20/ton	\$340.20/ton	\$360.20/ton
Delivered & applied	\$355.20/ton	\$365.20/ton	\$385.20/ton
<b>DMC Blend</b>			
	<i>District 1 – Chinle</i>	<i>District 2 – Ganado</i>	<i>District 3 – St. Johns</i>
Delivered	\$281.97/ton	\$291.97/ton	\$311.97/ton
Delivered & applied	\$296.97/ton	\$306.97/ton	\$326.97/ton
<b>Surface-Loc</b>			
	<i>District 1 – Chinle</i>	<i>District 2 – Ganado</i>	<i>District 3 – St. Johns</i>
Delivered	\$2,884.76*	\$2,894.76*	\$2,914.76*
Delivered & applied	\$2,899.76*	\$2,909.76*	\$2,929.76*

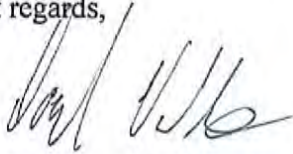
\*This is a per 275 gal. tote cost. Everything is included.

We will also continue implementing a Fuel Surcharge (FSC) on delivery only and applications. We will be using the US Energy Administration Weekly West Coast No 2 Diesel Retail Prices website to determine the price of diesel fuel at the time of service: ( PADD 4)

([https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMD\\_EPD2D\\_PTE\\_R50\\_DP&f=W](https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMD_EPD2D_PTE_R50_DP&f=W))

If you have any questions, please call me at 970-844-0811.

Best regards,



Doyle Villers, Outside Sales Rep  
1-800-375-9264, 1-970-844-0811  
[d.villers@desertmtncorp.com](mailto:d.villers@desertmtncorp.com)  
[www.desertmtncorp.com](http://www.desertmtncorp.com)



# PRODUCT SPECIFICATIONS

## DURABLEND<sup>™</sup> MAGNESIUM CHLORIDE

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### CHEMICAL PROPERTIES

Chemical Composition	Typical Analysis (%)	Range (%)
Magnesium Chloride	30.0	28.0-31.0
Proprietary Additive	0.30	0.15 – 0.35
Sulfates	2.50	2.00 – 3.50

### PHYSICAL PROPERTIES

- clear to slight yellow
- 10.65 – 10.95 lb. per gallon
- 4 – 9 pH as shipped
- Specific Gravity, 1.28 – 1.31



**1. PRODUCT AND COMPANY IDENTIFICATION**

**Product Identity:** durablend™

**Recommended use of the chemical and restrictions on use:** Road stabilization and dust control

**Manufactured For:** Desert Mountain Corporation  
 PO Box 1633  
 Kirtland, NM 87417

**Telephone:** (800) 375-9264

**Emergency Phone:** CHEMTREC: (800) 424-9300

**SDS Date of Preparation:** 6/15/2017

**2. HAZARDS IDENTIFICATION**

**GHS Classification:**

Physical	Health	Environment
Not Hazardous	Not Hazardous	Not Hazardous

**GHS Label Elements:**

None Required

**3. COMPOSITION/INFORMATION ON INGREDIENTS**

Component	CAS No.	Amount
Water	7732-18-5	65-75%
Magnesium Chloride	7791-18-6	25-35%
Performance Additive	Proprietary	Proprietary

The exact concentration is being withheld as a trade secret.

**4. FIRST AID MEASURES**

**Eye:** Flush victim's eyes with large quantities of water, while holding the eyelids apart. Get medical attention if irritation occurs and persists.

**Skin:** Wash skin thoroughly with soap and water. Get medical attention if irritation develops. Remove and launder clothing before reuse.

**Ingestion:** Do not induce vomiting. Rinse mouth with water and give one glass of water to drink. Never give anything by mouth an unconscious or convulsing person. Get medical attention if symptoms develop.

**Inhalation:** Remove victim to fresh air. If breathing is difficult or irritation persists, get medical attention.

**Most important Symptoms:** May cause slight eye and skin irritation.

**Indication of immediate medical attention/special treatment:** Immediate medical attention is not required.

## 5. FIRE FIGHTING MEASURES

**Suitable (and Unsuitable) Extinguishing Media:** Use media appropriate for surrounding fire. Cool fire exposed containers and structures with water.

**Specific hazards arising from the chemical:** Thermal decomposition may yield hydrogen chloride, halogenated compounds, and chlorine gas.

**Special Protective Equipment and Precautions for Fire-Fighting Instructions:** Firefighters should wear positive pressure self-contained breathing apparatus and full protective clothing. Aqueous solutions may cause surfaces to be extremely slippery and cause a slip hazard.

## 6. ACCIDENTAL RELEASE MEASURES

**Personal Precautions, Protective Equipment, and Emergency Procedures:** Wear appropriate protective clothing as described in Section 8. Wash thoroughly after handling.

**Methods and Materials for Containment and Cleaning Up:** Dike and collect liquid or absorb with an inert absorbent and place in appropriate containers for disposal. Flush spill area with water. Report releases as required by local, state and federal authorities.

## 7. HANDLING AND STORAGE

**Precautions for Safe Handling:** Avoid contact with the eyes, skin and clothing. Avoid breathing mists or aerosols. Wear protective clothing and equipment as described in Section 8. Wash thoroughly with soap and water after handling. Keep containers closed when not in use.

**Conditions for Safe Storage, Including Any Incompatibilities:** Store in a cool, dry, well-ventilated area away from incompatible materials. Product may be corrosive to some metals.

## 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

### Exposure Guidelines:

Water	None Established
Magnesium Chloride	None Established
Performance Additive	None Established

**Engineering Controls:** Use with adequate general ventilation to minimize exposures.

**Respiratory Protection:** In operations where exposure levels are excessive, a NIOSH approved respirator with dust/mist cartridges or supplied air respirator appropriate for the form and concentration of the contaminants should be used. Selection and use of respiratory equipment must be in accordance with OSHA 1910.134 and good industrial hygiene practice.

**Skin Protection:** Wear impervious gloves such as rubber or neoprene if needed to avoid prolonged skin contact.

**Eye Protection:** Safety glasses recommended.

**Other:** Long-sleeved clothing and long pants recommended to avoid prolonged skin contact. Suitable washing facilities should be available in the work area.

## 9. PHYSICAL AND CHEMICAL PROPERTIES

**Appearance And Odor:** Clear to slight yellow, liquid with low or no odor.

<b>Physical State:</b> Liquid	<b>Odor Threshold:</b> Not established
<b>Vapor Density:</b> Not determined	<b>Initial Boiling Point/Range:</b> 107.2°C (225°F)
<b>Solubility In Water:</b> Soluble	<b>Vapor Pressure:</b> Not determined
<b>Relative Density:</b> 1.24-1.34	<b>Evaporation Rate:</b> Not determined
<b>Melting/Freezing Point:</b> Not determined	<b>pH:</b> 4-9
<b>VOC Content:</b> Not determined	<b>Octanol/Water Coefficient:</b> Not determined
<b>Solubility:</b> Complete	<b>Decomposition Temperature:</b> Not determined
<b>Viscosity:</b> <400 cP @ 70°F	<b>Flammability (solid, gas):</b> Not applicable
<b>Flashpoint:</b> None	<b>Autoignition Temperature:</b> Not determined
<b>Flammable Limits:</b> LEL: Not determined	<b>UEL:</b> Not determined

## 10. STABILITY AND REACTIVITY

**Reactivity:** Not normally reactive

**Chemical Stability:** Stable under normal storage and handling conditions.

**Possibility of Hazardous Reactions:** None known.

**Conditions to Avoid:** None known.

**Incompatible Materials:** Strong oxidizing agents, concentrated acids, and some metals.

**Hazardous Decomposition Products:** When heated to decomposition emits hydrogen chloride, halogenated compounds, and chlorine gas.

## 11. TOXICOLOGICAL INFORMATION

### HEALTH HAZARDS:

**Ingestion:** Ingestion may cause slight irritation with nausea, vomiting and diarrhea.

**Inhalation:** Inhalation of mists may cause slight irritation of the nose throat and upper respiratory tract.

**Eye:** May cause slight irritation with pain and tearing.

**Skin:** May cause slight irritation on prolonged or repeated contact.

**Sensitization:** This material is not known to cause sensitization.

**Chronic:** None known.

**Carcinogenicity:** None of the components is listed as a carcinogen or suspected carcinogen by IARC, NTP or OSHA.

**Germ Cell Mutagenicity:** None currently known.

**Reproductive Toxicity:** None currently known.

### Numerical Measures of Toxicity:

No toxicity data available

## 12. ECOLOGICAL INFORMATION

**Ecotoxicity:**

Product: Fathead minnow NOEC: 1.00 g/L; Ceriodaphnia dubia NOEC: 3.00 g/L; Selenastrum growth NOEC: 0.03 g/L

**Persistence and Degradability:** Biodegradation is not applicable to inorganic substances.

**Bioaccumulative Potential:** No data available

**Mobility in Soil:** No data available

**Other Adverse Effects:** None known

## 13. DISPOSAL CONSIDERATIONS

Dispose in accordance with local, state and federal environmental regulations.

## 14. TRANSPORT INFORMATION

**DOT Hazardous Materials Description:**

Proper Shipping Name: Not regulated

UN Number: None

Hazard Class/Packing Group: None

Labels Required: None

## 15. REGULATORY INFORMATION

**CERCLA:** This product is not subject to CERCLA release reporting. Many states have more stringent release reporting requirements. Report spills required under federal, state and local regulations.

**SARA Hazard Category (311/312):** Refer to Section 2 for OSHA Hazard Classification.

**SARA 313:** This product contains the following chemicals subject to Annual Release Reporting Requirements under SARA Title III, Section 313 (40 CFR 372): None

**EPA TSCA Inventory:** All of the ingredients in this product are listed on the EPA TSCA Inventory.

**CANADA:**

This product has been classified under the CPR and this MSDS discloses information elements required by the CPR.

**Canadian CEPA:** All the components of this product are listed on the Canadian DSL.

<b>16. OTHER INFORMATION</b>
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**NFPA Rating:** Health = 0      Flammability = 0      Instability = 0  
**HMIS Rating:** Health = 1      Flammability = 0      Physical Hazard = 0

**SDS Revision History:**

10/31/2013: New SDS

6/15/2017: Reviewed, no changes made.

**Disclaimer:** *This Safety Data Sheet (SDS) is provided in response to customer requests to address the safe handling of the product. All statements, technical information and recommendations contained herein are the best of our knowledge, reliable and accurate. This SDS is not intended to make any representation as to how the product will perform when used for its intended purpose by a user. In that regards the product is sold "AS IS" and nothing in this SDS should be deemed to be a representation or warranty of any injury, loss, or damage, of any kind or nature, which are sustained by or arise from the use of the product. Nothing in this SDS is intended to be a representation or warranty by the manufacturer of the accuracy, safety, or usefulness for any purpose of any technical information, materials, techniques, or practices.*

*The information contained in this Material Safety Data Sheet is, to the best of our knowledge, accurate and reliable. This information should be provided to all individuals handling this product. Federal, state, and local regulations should be followed when handling this product.*

Durablend GHS SDS.pdf 11/21/17



# DMC 820

## DATA SHEET

### CHEMICAL ANALYSIS BY VOLUME

<u>Chemical</u>	<u>Minimum</u>	<u>Average</u>	<u>Maximum</u>
Magnesium Chloride Solution	79.0%	80.0%	81.0%
Lignosulfonate Solution	19.0%	20.0%	21.0%

\* Trace amounts of Sulfate, Potassium and Sodium are included in the Magnesium Chloride Solution.

- Dark brown to tan in color.
- 10.54 - 10.60 lbs. per gallon density
- Specific gravity: 1.26 - 1.27
- 7 – 9 pH
- Formulated for specific use to control dust and stabilize soils.

### APPLICATIONS

DMC 820 is specifically formulated for dust control and soil stabilization on unpaved roads, stockpiles, parking lots, arenas, fairgrounds, helicopter pads, landfills and almost any place where fugitive dust is a problem.

### DELIVERY

DMC 820 is produced for Desert Mountain Corporation at multiple locations throughout the United States and sold exclusively in the liquid form. Deliveries are made in bulk rail car or truckload quantities either from the production site or at multiple storage points in the western United States.



## 1. PRODUCT AND COMPANY IDENTIFICATION

**Product Identity:** DMC 820

**Recommended use of the chemical and restrictions on use:** Road stabilization and dust control

**Manufactured for:** Desert Mountain Corporation  
4381 US Hwy. 64  
Kirtland NM 87417

**Telephone:** (505) 598-5730

**Emergency Phone: CHEMTREC: (800) 424-9300**

**SDS Date of Preparation:** 5/12/2021: Updated SDS

## 2. HAZARDS IDENTIFICATION

**GHS Classification:**

Physical	Health	Environment
Not Hazardous	Not Hazardous	Not Hazardous

**GHS Label Elements:**

None Required

## 3. COMPOSITION/INFORMATION ON INGREDIENTS

Component	CAS No.	Amount
Magnesium Chloride Solution*	7791-18-6	79-81%
Lignosulfonate Solution*	66071-92-9	19-21%

\*Exact solution concentrations are proprietary to the product manufacturers.

## 4. FIRST AID MEASURES

**Eye:** Flush victim's eyes with large quantities of water, while holding the eyelids apart. Get medical attention if irritation occurs and persists.

**Skin:** Wash skin thoroughly with soap and water. Get medical attention if irritation develops. Remove and launder clothing before reuse.

**Ingestion:** Do not induce vomiting. Rinse mouth with water and give one glass of water to drink. Never give anything by mouth an unconscious or convulsing person. Get medical attention if symptoms develop.

**Inhalation:** Remove victim to fresh air. If breathing is difficult or irritation persists, get medical attention.

**Most important Symptoms:** May cause slight eye and skin irritation.

**Indication of immediate medical attention/special treatment:** Immediate medical attention is not required.

## 5. FIRE FIGHTING MEASURES

**Suitable (and Unsuitable) Extinguishing Media:** Use media appropriate for surrounding fire. Cool fire exposed containers and structures with water.

**Specific hazards arising from the chemical:** Thermal decomposition may yield hydrogen chloride, chlorine and other harmful or irritating chemicals.

**Special Protective Equipment and Precautions for Fire-Fighting Instructions:** Firefighters should wear positive pressure self-contained breathing apparatus and full protective clothing. Aqueous solutions may cause surfaces to be extremely slippery and cause a slip hazard.

## 6. ACCIDENTAL RELEASE MEASURES

**Personal Precautions, Protective Equipment, and Emergency Procedures:** Wear appropriate protective clothing as described in Section 8. Wash thoroughly after handling.

**Methods and Materials for Containment and Cleaning Up:** Dike and collect liquid or absorb with an inert absorbent and place in appropriate containers for disposal. Flush spill area with water. Report releases as required by local, state, and federal authorities.

## 7. HANDLING AND STORAGE

**Precautions for Safe Handling:** Avoid contact with the eyes, skin, and clothing. Avoid breathing mists or aerosols. Wear protective clothing and equipment as described in Section 8. Wash thoroughly with soap and water after handling. Keep containers closed when not in use.

**Conditions for Safe Storage, Including Any Incompatibilities:** Store in a cool, dry, well-ventilated area away from incompatible materials. Product may be corrosive to some metals.

## 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

### Exposure Guidelines:

Magnesium Chloride	None Established
Lignosulfonate	None Established

**Engineering Controls:** Use with adequate general ventilation to minimize exposures.

**Respiratory Protection:** In operations where exposure levels are excessive, a NIOSH approved respirator with dust/mist cartridges or supplied air respirator appropriate for the form and concentration of the contaminants should be used. Selection and use of respiratory equipment must be in accordance with OSHA 1910.134 and good industrial hygiene practice.

**Skin Protection:** Wear impervious gloves such as rubber or neoprene if needed to avoid prolonged skin contact.

**Eye Protection:** Safety glasses recommended.

**Other:** Long-sleeved clothing and long pants recommended to avoid prolonged skin contact. Suitable washing facilities should be available in the work area.

## 9. PHYSICAL AND CHEMICAL PROPERTIES

**Appearance And Odor:** Dark brown liquid with low odor.

<b>Physical State:</b> Liquid	<b>Odor Threshold:</b> Not established
<b>Vapor Density:</b> Not determined	<b>Initial Boiling Point/Range:</b> Not determined
<b>Solubility In Water:</b> Soluble	<b>Vapor Pressure:</b> Not determined
<b>Relative Density:</b> 1.20 - 1.34	<b>Evaporation Rate:</b> Not determined
<b>Melting/Freezing Point:</b> Not determined	<b>pH:</b> 4 - 9
<b>VOC Content:</b> Not determined	<b>Octanol/Water Coefficient:</b> Not determined
<b>Solubility:</b> Complete	<b>Decomposition Temperature:</b> Not determined
<b>Viscosity:</b> <100 cP @ 70°F	<b>Flammability (solid, gas):</b> Not applicable
<b>Flashpoint:</b> None	<b>Autoignition Temperature:</b> Not determined
<b>Flammable Limits: LEL:</b> Not determined	<b>UEL:</b> Not determined

## 10. STABILITY AND REACTIVITY

**Reactivity:** Not normally reactive.

**Chemical Stability:** Stable under normal storage and handling conditions.

**Possibility of Hazardous Reactions:** None known.

**Conditions to Avoid:** None known.

**Incompatible Materials:** Strong oxidizing agents, concentrated acids, and some metals.

**Hazardous Decomposition Products:** When heated to decomposition emits hydrogen chloride, chlorine gas, and other harmful or irritating chemicals.

## 11. TOXICOLOGICAL INFORMATION

### HEALTH HAZARDS:

**Ingestion:** Ingestion may cause slight irritation with nausea, vomiting, and diarrhea.

**Inhalation:** Inhalation of mists may cause slight irritation of the nose, throat, and upper respiratory tract.

**Eye:** May cause slight irritation with pain and tearing.

**Skin:** May cause slight irritation on prolonged or repeated contact.

**Sensitization:** This material is not known to cause sensitization.

**Chronic:** None known.

**Carcinogenicity:** None of the components is listed as a carcinogen or suspected carcinogen by IARC, NTP, or OSHA.

**Germ Cell Mutagenicity:** None currently known.

**Reproductive Toxicity:** None currently known.

### Numerical Measures of Toxicity:

No toxicity data available

**12. ECOLOGICAL INFORMATION**

**Ecotoxicity:** No data available

**Persistence and Degradability:** Biodegradation is not applicable to inorganic substances.

**Bioaccumulative Potential:** No data available

**Mobility in Soil:** No data available

**Other Adverse Effects:** None known

**13. DISPOSAL CONSIDERATIONS**

Dispose in accordance with local, state, and federal environmental regulations.

**14. TRANSPORT INFORMATION**

**DOT Hazardous Materials Description:**

Proper Shipping Name: Not regulated

UN Number: None

Hazard Class/Packing Group: None

Labels Required: None

**15. REGULATORY INFORMATION**

**CERCLA:** This product is not subject to CERCLA release reporting. Many states have more stringent release reporting requirements. Report spills required under federal, state, and local regulations.

**SARA Hazard Category (311/312):** Not Hazardous

**SARA 313:** This product contains the following chemicals subject to Annual Release Reporting Requirements under SARA Title III, Section 313 (40 CFR 372): None

**EPA TSCA Inventory:** All of the ingredients in this product are listed on the EPA TSCA Inventory.

**CANADA:**

This product has been classified under the CPR and this SDS discloses information elements required by the CPR.

**Canadian CEPA:** All the components of this product are listed on the Canadian DSL.

**Canadian WHMIS Classification:** Not classified as dangerous.

**16. OTHER INFORMATION**

**NFPA Rating:** Health = 0      Flammability = 0      Instability = 0  
**HMIS Rating:** Health = 1      Flammability = 0      Physical Hazard = 0

SDS Revision History:

4/17/2014: New SDS

5/15/2019: Reviewed SDS, no changes

5/12/2021: Updated SDS

*This Safety Data Sheet (SDS) is provided in response to customer requests to address the safe handling of the product. All statements, technical information and recommendations contained herein are the best of our knowledge, reliable and accurate. This SDS is not intended to make any representation as to how the product will perform when used for its intended purpose by a user. In that regards the product is sold "AS IS" and nothing in this SDS should be deemed to be a representation or warranty of any injury, loss, or damage, of any kind or nature, which are sustained by or arise from the use of the product. Nothing in this SDS is intended to be a representation or warranty by the manufacturer of the accuracy, safety, or usefulness for any purpose of any technical information, materials, techniques, or practices.*

*The information contained in this Safety Data Sheet is, to the best of our knowledge, accurate and reliable. This information should be provided to all individuals handling this product. Federal, state, and local regulations should be followed when handling this product.*



## PRODUCT SPECIFICATIONS

### CHEMICAL PROPERTIES

Chemical Composition	Typical Analysis (%)	Range (%)
Magnesium Chloride	30%	29 - 31
Sulfates	2.50	1.50—3.50

### TYPICAL ANALYSIS

Testing per Pacific Northwest States Methods (ppm)

Constituent	Detected Level	Constituent	Detected Level
Phosphorus	<2500	Chromium	<1.0
Cyanide	<0.2	Cadmium	<0.2
Arsenic	<5.0	Barium	<100
Copper	<1.0	Selenium	<5.0
Lead	<1.0	Zinc	<10
Mercury	<0.05		

### PHYSICAL PROPERTIES

- Clear to slight yellow
- 10.8 – 11.0 lb. per gallon
- 4 – 9 pH as shipped
- Specific gravity, 1.29 – 1.32

**1. PRODUCT AND COMPANY IDENTIFICATION**

**Product Identity:** Magnesium Chloride

**Recommended use of the chemical and restrictions on use:** Road stabilization and dust control

**Manufactured For:** Desert Mountain Corporation  
PO Box 1633  
Kirtland, NM 87417

**Telephone:** (800) 375-9264

**Emergency Phone:** (800) 375-9264

**SDS Date of Preparation:** 7/17/2017

**2. HAZARDS IDENTIFICATION**

**GHS Classification:**

Physical	Health	Environment
Not Hazardous	Not Hazardous	Not Hazardous

**GHS Label Elements:**

None Required

**3. COMPOSITION/INFORMATION ON INGREDIENTS**

Component	CAS No.	Amount
Water	7732-18-5	65-75%
Magnesium Chloride	7791-18-6	25-35%
Magnesium Sulfate	7487-88-9	<5.0%

**4. FIRST AID MEASURES**

**Eye:** Flush victim's eyes with large quantities of water, while holding the eyelids apart. Get medical attention if irritation occurs and persists.

**Skin:** Wash skin thoroughly with soap and water. Get medical attention if irritation develops. Remove and launder clothing before reuse.

**Ingestion:** Do not induce vomiting. Rinse mouth with water and give one glass of water to drink. Never give anything by mouth to an unconscious or convulsing person. Get medical attention if symptoms develop.

**Inhalation:** Remove victim to fresh air. If breathing is difficult or irritation persists, get medical attention.

**Most important Symptoms:** May cause slight eye and skin irritation.

**Indication of immediate medical attention/special treatment:** Immediate medical attention is not required.

## 5. FIRE FIGHTING MEASURES

**Suitable (and Unsuitable) Extinguishing Media:** Use media appropriate for surrounding fire. Cool fire exposed containers and structures with water.

**Specific hazards arising from the chemical:** Thermal decomposition may yield hydrogen chloride, halogenated compounds, and chlorine gas.

**Special Protective Equipment and Precautions for Fire-Fighting Instructions:** Firefighters should wear positive pressure self-contained breathing apparatus and full protective clothing. Aqueous solutions may cause surfaces to be extremely slippery and cause a slip hazard.

## 6. ACCIDENTAL RELEASE MEASURES

**Personal Precautions, Protective Equipment, and Emergency Procedures:** Wear appropriate protective clothing as described in Section 8. Wash thoroughly after handling.

**Methods and Materials for Containment and Cleaning Up:** Dike and collect liquid or absorb with an inert absorbent and place in appropriate containers for disposal. Flush spill area with water. Report releases as required by local, state and federal authorities.

## 7. HANDLING AND STORAGE

**Precautions for Safe Handling:** Avoid contact with the eyes, skin and clothing. Avoid breathing mists or aerosols. Wear protective clothing and equipment as described in Section 8. Wash thoroughly with soap and water after handling. Keep containers closed when not in use.

**Conditions for Safe Storage, Including Any Incompatibilities:** Store in a cool, dry, well-ventilated area away from incompatible materials. Product may be corrosive to some metals.

## 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

### Exposure Guidelines:

Magnesium chloride	None Established
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**Engineering Controls:** Use with adequate general ventilation to minimize exposures.

**Respiratory Protection:** In operations where exposure levels are excessive, a NIOSH approved respirator with dust/mist cartridges or supplied air respirator appropriate for the form and concentration of the contaminants should be used. Selection and use of respiratory equipment must be in accordance with OSHA 1910.134 and good industrial hygiene practice.

**Skin Protection:** Wear impervious gloves such as rubber or neoprene if needed to avoid prolonged skin contact.

**Eye Protection:** Safety glasses recommended.

**Other:** Long-sleeved clothing and long pants recommended to avoid prolonged skin contact. Suitable washing facilities should be available in the work area.

## 9. PHYSICAL AND CHEMICAL PROPERTIES

**Appearance And Odor:** Clear to slight yellow liquid with low or no odor.

<b>Physical State:</b> Liquid	<b>Odor Threshold:</b> Not established
<b>Vapor Density:</b> Not determined	<b>Initial Boiling Point/Range:</b> 107.2°C (225°F)
<b>Solubility In Water:</b> Soluble	<b>Vapor Pressure:</b> Not determined
<b>Relative Density:</b> 1.24-1.34	<b>Evaporation Rate:</b> Not determined
<b>Melting/Freezing Point:</b> Not determined	<b>pH:</b> 4-9
<b>VOC Content:</b> Not determined	<b>Octanol/Water Coefficient:</b> Not determined
<b>Solubility:</b> Complete	<b>Decomposition Temperature:</b> Not determined
<b>Viscosity:</b> <60 cP @ 70°F	<b>Flammability (solid, gas):</b> Not applicable
<b>Flashpoint:</b> None	<b>Autoignition Temperature:</b> Not determined
<b>Flammable Limits: LEL:</b> Not determined	<b>UEL:</b> Not determined

## 10. STABILITY AND REACTIVITY

**Reactivity:** Not normally reactive

**Chemical Stability:** Stable under normal storage and handling conditions.

**Possibility of Hazardous Reactions:** None known.

**Conditions to Avoid:** None known.

**Incompatible Materials:** Strong oxidizing agents, concentrated acids, and some metals.

**Hazardous Decomposition Products:** When heated to decomposition emits hydrogen chloride, halogenated compounds, and chlorine gas.

## 11. TOXICOLOGICAL INFORMATION

### HEALTH HAZARDS:

**Ingestion:** Ingestion may cause slight irritation with nausea, vomiting, and diarrhea.

**Inhalation:** Inhalation of mists may cause slight irritation of the nose, throat, and upper respiratory tract.

**Eye:** May cause slight irritation with pain and tearing.

**Skin:** May cause slight irritation on prolonged or repeated contact.

**Sensitization:** This material is not known to cause sensitization.

**Chronic:** None known.

**Carcinogenicity:** None of the components is listed as a carcinogen or suspected carcinogen by IARC, NTP, or OSHA.

**Germ Cell Mutagenicity:** None currently known.

**Reproductive Toxicity:** None currently known.

### Numerical Measures of Toxicity:

No toxicity data available

**12. ECOLOGICAL INFORMATION****Ecotoxicity:**

Product: Fathead minnow NOEC: 1.00 g/L; Ceriodaphnia dubia NOEC: 1.00 g/L; Selenastrum growth NOEC: 2.00 g/L

**Persistence and Degradability:** Biodegradation is not applicable to inorganic substances.

**Bioaccumulative Potential:** No data available

**Mobility in Soil:** No data available

**Other Adverse Effects:** None known

**13. DISPOSAL CONSIDERATIONS**

Dispose in accordance with local, state, and federal environmental regulations.

**14. TRANSPORT INFORMATION****DOT Hazardous Materials Description:**

Proper Shipping Name: Not regulated

UN Number: None

Hazard Class/Packing Group: None

Labels Required: None

**15. REGULATORY INFORMATION**

**CERCLA:** This product is not subject to CERCLA release reporting. Many states have more stringent release reporting requirements. Report spills required under federal, state and local regulations.

**SARA Hazard Category (311/312):** Refer to Section 2 for OSHA Hazard Classification.

**SARA 313:** This product contains the following chemicals subject to Annual Release Reporting Requirements under SARA Title III, Section 313 (40 CFR 372): None

**EPA TSCA Inventory:** All of the ingredients in this product are listed on the EPA TSCA Inventory.

**CANADA:**

This product has been classified under the CPR and this SDS discloses information elements required by the CPR.

**Canadian CEPA:** All the components of this product are listed on the Canadian DSL.

**Canadian WHMIS Classification:** Not classified as dangerous

**16. OTHER INFORMATION**

**NFPA Rating:** Health = 0      Flammability = 0      Instability = 0  
**HMIS Rating:** Health = 1      Flammability = 0      Physical Hazard = 0

**SDS Revision History:**

5/15/2014: New SDS  
4/23/2015: Reviewed, no changes required  
4/12/2016: Reviewed, no changes required  
7/17/2017: Reviewed, no changes required

**Disclaimer:** *This Safety Data Sheet (SDS) is provided in response to customer requests to address the safe handling of the product. All statements, technical information and recommendations contained herein are the best of our knowledge, reliable and accurate. This SDS is not intended to make any representation as to how the product will perform when used for its intended purpose by a user. In that regards the product is sold "AS IS" and nothing in this SDS should be deemed to be a representation or warranty of any injury, loss, or damage, of any kind or nature, which are sustained by or arise from the use of the product. Nothing in this SDS is intended to be a representation or warranty by the manufacturer of the accuracy, safety, or usefulness for any purpose of any technical information, materials, techniques, or practices.*

*The information contained in this Safety Data Sheet is, to the best of our knowledge, accurate and reliable. This information should be provided to all individuals handling this product. Federal, state, and local regulations should be followed when handling this product.*

*DMC Magnesium Chloride-GHS-SDS 0917.pdf 09/2017*



**TECHNICAL DATA SHEET  
ROAD LOC A®**

**General Description – Ammonium Lignosulfonate/SPENT Liquor**

Physical Properties	Road Loc A®
<b>Solids Concentration</b>	50-51%
<b>pH</b>	5.96%
<b>Specific Gravity (@150C/150C)</b>	1.22
<b>Boiling Point F</b>	213
Chemical Properties (liquid basis)	Road Loc A®
<b>Sodium, ppm</b>	51
<b>Sulfur, as SO<sub>4</sub>, ppm</b>	11.335
<b>Calcium, ppm</b>	812
<b>Ammonium, ppm</b>	12.5
<b>Total Sugars</b>	8 – 12%

This data is provided for your consideration and verification only. Desert Mountain Corporation shall not be liable for any claims arising from the use or misuse of this information. Ultimate responsibility for confirming product suitability for individual applications rests with the buyer.

©2020 Desert Mountain Corporation

No warranty, express or implied, including but not limited to warranty of merchantability or fitness for a particular purpose, is made concerning this product.

Road Loc A Technical Data Sheet (tpg).pdf 04/30/20

**Desert Mountain Corporation**  
PO Box 1633, Kirtland, NM 87417 | [www.desertmtncorp.com](http://www.desertmtncorp.com)  
Phone: 800-375-9264 | Fax: 505-598-0436 | Email: [info@desertmtncorp.com](mailto:info@desertmtncorp.com)

**SAFETY DATA SHEET**

**SECTION I -- IDENTIFICATION OF SUBSTANCE/PREPARATION AND COMPANY/UNDERTAKING**

<b>Trade Name:</b>	Road Loc A®
<b>Manufactured For:</b>	Desert Mountain Corporation
	PO Box 1633
	Kirtland, NM 87417
<b>Emergency Phone Number:</b>	800-375-9264
<b>Recommended Use:</b>	Binder; Dispersing Agent

**SECTION II -- HAZARDS IDENTIFICATION**

<b>HazCom Classification:</b>	The product shall not be classified as hazardous according to the classification and labeling rules for substance and mixtures.
<b>HazCom Classification - Other Information:</b>	The product does not have to be classified.
<b>Label Elements - P-Phrases:</b>	Do not handle until all safety precautions have been read and understood.

**SECTION III -- COMPOSITION/INFORMATION ON INGREDIENTS**

Substance	CAS #	WT%
Ammonium lignosulfonate	8061-53-8	~ 49%
Water	7732-18-5	~ 51%

**SECTION IV -- FIRST AID MEASURES**

<b>Inhalation:</b>	Seek fresh air, wash out mouth with water and blow nose thoroughly.
<b>Skin:</b>	Wash the skin with water. Remove contaminated clothing.
<b>Eyes:</b>	Flush with water (preferably using eyewash equipment) until irritation subsides. Seek medical advice if symptoms persist.
<b>Ingestion:</b>	Wash out mouth thoroughly and drink 1-2 glasses of water in small sips.
Most important symptoms/effects, acute and delayed: none	
Indication of immediate medical attention and special treatment needed, if necessary: none	

**SECTION V -- FIREFIGHTING MEASURES**

<b>Suitable Extinguishing Medium:</b>	N/A
<b>Unsuitable Extinguishing Medium:</b>	N/A
<b>Special Hazards Arising From The Substance Or Mixture</b>	N/A

**SAFETY DATA SHEET**

<b>ADVICE FOR FIRE-FIGHTERS:</b>	None
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**SECTION VI -- ACCIDENTAL RELEASE MEASURES**

<b>Personal Precautions:</b>	N/A
<b>Environmental Precautions:</b>	Avoid unnecessary release to the environment. Prevent spillage from entering drains and/or surface water.
<b>Methods And Material For Containment And Cleaning Up:</b>	Sweep up/collect spills for possible reuse or transfer to suitable waste containers.
<b>Reference To Other Sections:</b>	See Section 8 for type of protective equipment. See Section 13 for instructions on disposal.

**SECTION VII -- HANDLING AND STORAGE**

<b>Precautions For Safe Handling:</b>	No special requirements. Avoid contact with skin and eyes.
<b>Conditions For Safe Storage, Including Any Incompatibilities:</b>	Store in an area with secondary containment.

**SECTION VIII -- EXPOSURE CONTROL/PERSONAL PROTECTION**

<b>CONTROL PARAMETERS</b>	
<b>Occupational Exposure Limit:</b>	Contains no substances subject to reporting requirements.
<b>Appropriate Engineering Controls:</b>	Provide sufficient ventilation during operations which cause vapour formation.
<b>Personal Protective Equipment, Eye/Face Protection:</b>	Wear safety goggles if there is a risk of eye splash.
<b>Personal Protective Equipment, Skin Protection:</b>	Wear suitable protective clothing.
<b>Personal Protective Equipment, Hand Protection:</b>	Wear gloves
<b>Personal Protective Equipment, Respiratory Protection:</b>	Not required

**SECTION IX -- PHYSICAL AND CHEMICAL PROPERTIES**

<b>State:</b>	Liquid
<b>Color:</b>	Brown
<b>Odor:</b>	Mild
<b>Solubility:</b>	Water Soluble

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<b>Explosive properties:</b>	No data
<b>Oxidizing properties:</b>	No data

PARAMETER	VALUE/UNIT	REMARKS
pH (solution for use)	4.0-6.5	
pH (concentrate)		Not applicable.
Melting point	°C	Not applicable.
Freezing point	-2 °C	
Initial boiling point and boiling range	104 °C	
Flash Point	°C	Not applicable.
Evaporation rate	0.4	Water.
Flammability (solid, gas)		Not applicable.
Flammability limits		Not applicable.
Explosion limits	vol%	Not applicable.
Vapour pressure	14.2 mmHg	20°C
Vapour density		20°C
Relative density	1.220	Specific gravity.
Partition coefficient n-octanol/water		100% Water.
Auto-ignition temperature	°C	Not applicable.
Decomposition temperature	°C	Not applicable.
Viscosity	< 600 cSt	
Odour threshold	ppm	Not applicable.

**SECTION X -- STABILITY AND REACTIVITY**

<b>Reactivity:</b>	Not reactive.
<b>Chemical Stability:</b>	Stable.
<b>Possibility Of Hazardous Reactions:</b>	None known.
<b>Conditions To Avoid:</b>	None known.
<b>Incompatible Materials:</b>	Strong Oxidizers
<b>Hazardous Decomposition Products:</b>	None known.

**SAFETY DATA SHEET**

**SECTION XI -- TOXICOLOGICAL INFORMATION**

INFORMATION ON TOXICOLOGICAL EFFECTS	
Acute toxicity – oral:	This product does not have to be classified.
Acute toxicity – inhalation:	This product does not have to be classified.
Skin corrosion/irritation:	This product does not have to be classified.
Serious eye damage/eye irritation:	This product does not have to be classified.
Respiratory sensitization or skin sensitization:	None known.
Germ cell mutagenicity:	None known.
Carcinogenic properties:	This product does not have to be classified.

**SECTION XII -- ECOLOGICAL INFORMATION**

Toxicity:	No effect on the environment. Based on existing data, the classification criteria are deemed not to have been met.
Persistence and degradability:	Partially biodegradable. 0.14-0.26 lbs. BOD/lb. of solids & 0.49-0.91 lbs. COD/lb. solids
Bioaccumulative potential:	No bioaccumulation expected.
Mobility in soil:	Solubility in water; Completely miscible
Results of PBT and vPvB assessment:	None known.
Other adverse effects:	None known.

**SECTION XIII -- DISPOSAL CONSIDERATIONS**

Waste Disposal Method:	Dispose of in accordance with Local Authority requirements.
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**SECTION XIV -- TRANSPORTATION INFORMATION**

DOT Hazardous Material Description:	None
Proper Shipping Name:	N/A
UN Number:	N/A
Hazard Class/Packaging Group:	None
Labels Required:	None
Packaging Limitations:	N/A
Special Precautions for Shipping:	N/A
Transport In Bulk According to Annex II of MARPOL73/78 and the IBC Code	N/A

**SAFETY DATA SHEET**

<b>Other Information:</b>	DOT Class 55 Lignin Pitch - Harmonized Tariff Code for US:3804.00.1000-0
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**SECTION XV -- REGULATORY INFORMATION**

Safety, health, and environmental regulations/legislation specific for the substance or mixture.

<b>Special Provisions:</b>	ADR/RID (2017), GHS / CLP (EC NO1272/2008) GHS USA June, 2015.
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<b>Authorizations / Limitations:</b>	<p>Global inventory status:</p> <p>Australia: On AICS Australian Inventory of Chemical Substances, June 1996 Ed                  Canada: On DSL Supplement to Canada Gazette, Part I, January 26, 1991                  China: On IECSC Inventory of Existing Chemical Substances in China, 2013                  Japan: On ENCS Unlisted chemical name. For ENCS chemical class or category name, refer to ENCS No. 8-209.                  Korea: On ECL Korean Existing Chemicals List, January 1997, ECL Serial No.: KE-04572                  Mexico: On INSQ National Inventory of Chemical Substances in Mexico, 2012                  New Zealand: On NZIoC New Zealand Inventory of Chemicals, 2006 May be used as a single component chemical under an appropriate group standard.                  Philippines: On PICCS Philippines Inventory of Chemicals and Chemical Substances, 2000                  Switzerland: On SWISS Giftliste 1 (List of Toxic Substances 1), 31 May 1999, SWISS No.: G-44534                  USA: On TSCA Inventory January 2015 TSCA Inventory EPA Flags: XU Exempt from Update Rule</p>
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**NFPA ratings**

<b>Health hazard:</b>	0
<b>Flammability:</b>	0
<b>Instability:</b>	0

**Chemical Safety Assessment**

<b>Other Information:</b>	The product does not have to be classified.
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**SAFETY DATA SHEET**

**SECTION XVI -- OTHER INFORMATION**

<b>Latest Revision:</b>	12-14-21
<b>Other Information:</b>	Government regulations for use of this product are summarized below: 21 CFR 182 – Substances generally recognized as safe; adjuvants for pesticide chemicals. 21 CFR 573.600 – Food additives permitted in feed and drinking water of animals. 21 CFR 582.99 - Substances generally recognized as safe; adjuvants for pesticide chemicals. 40 CFR 180.1001 – Exemptions from the requirements of a tolerance. 40 CFR 180.910 – Inert ingredients used pre- and post-harvest; exemptions from the requirement of a tolerance 40 CFR 180.930 – Inert ingredients applied to animals; exemptions from the requirement or a tolerance.

**Desert Mountain Corporation**  
**PO Box 1633**  
**Kirtland, NM 87417**  
**800-375-9264**  
**[www.desertmtncorp.com](http://www.desertmtncorp.com)**

Disclaimer: This Safety Data Sheet (SDS) is provided in response to customer requests to address the safe handling of the product. All statements, technical information and recommendations contained herein are the best of our knowledge, reliable and accurate. This SDS is not intended to make any representation as to how the product will perform when used for its intended purpose by a user. In that regards the product is sold "AS IS" and nothing in this SDS should be deemed to be a representation or warranty of any injury, loss, or damage, of any kind or nature, which are sustained by or arise from the use of the product. Nothing in this SDS is intended to be a representation or warranty by the manufacturer of the accuracy, safety, or usefulness for any purpose of any technical information, materials, techniques, or practices. It is the responsibility of the recipient of this safety data sheet to ensure that information given here is read and understood by all who use, handle, dispose of or in any way come in contact with the product.

The information contained in this Safety Data Sheet is, to the best of our knowledge, accurate and reliable. This information should be provided to all individuals handling this product. Federal, state, and local regulations should be followed when handling this product.

Road Loc A SDS.pdf 12/14/21





## DMC Blend Product Information Sheet

DMC Blend is a blend of natural organic liquid binders formulated for use as a dust palliative and soil stabilizer to bind natural soils and increase load-bearing strength. Eliminates dust, potholes, and wash boarding.

APPEARANCE:	Light to Dark Brown
ACTIVE SOLIDS CONTENT:	45%
PH:	6-8
SPECIFIC GRAVITY, 25°:	1.25-1.43
GALLON WEIGHT, LBS:	10.2 Lbs/Gal
GALLON/TON:	196
BROOKFIELD VISCOSITY, 25° cp:	200
SOLUBILITY IN WATER:	Soluble

**TYPICAL APPLICATION RATES:** .10 - .50 gallons/sq. yard

**TYPICAL DILUTION RATIOS:** Can be diluted but is recommended to apply as a concentrate.

**TYPICAL METHOD OF CONSTRUCTION:**

**Surface:** Shape surface for proper draining. Break surface tension. Pre-moisten short of optimum. Apply product and compact.

**Subbase:** Scarify existing surface 2" – 4". Pre-moisten short of optimum. Homogeneously mix product into subbase. Top shoot.

**ENVIRONMENTAL IMPACT:**

This product is considered environmentally friendly when stored and applied as recommended by the manufacturer.

P.O. Box 1633, Kirtland NM 87417 \* phone 505-598-5730 \* fax 505-598-0436 \* [desertmtncorp.com](http://desertmtncorp.com)



# SAFETY DATA SHEET

## 1. PRODUCT AND COMPANY IDENTIFICATION

**Product Identity:** DMC Blend

**Recommended use of the chemical and restrictions on use:** Road stabilization and dust control

**Manufactured for:** Desert Mountain Corporation  
 4381 US Hwy. 64  
 Kirtland NM 87417

**Telephone:** (505) 598-5730

**Emergency Phone:** CHEMTREC: (800) 424-9300

**SDS Date of Preparation:** 5/18/2020

## 2. HAZARDS IDENTIFICATION

**GHS Classification:**

Physical	Health	Environment
Not Hazardous	Not Hazardous	Not Hazardous

**GHS Label Elements:**

None Required

## 3. COMPOSITION/INFORMATION ON INGREDIENTS

Component	CAS No.	Amount
Water	7732-18-5	
Magnesium Chloride	7791-18-6	
Lignosulfonate	66071-92-9	

The exact concentration is being withheld as a trade secret.

## 4. FIRST AID MEASURES

**Eye:** Flush victim's eyes with large quantities of water, while holding the eyelids apart. Get medical attention if irritation occurs and persists.

**Skin:** Wash skin thoroughly with soap and water. Get medical attention if irritation develops. Remove and launder clothing before reuse.

**Ingestion:** Do not induce vomiting. Rinse mouth with water and give one glass of water to drink. Never give anything by mouth an unconscious or convulsing person. Get medical attention if symptoms develop.

**Inhalation:** Remove victim to fresh air. If breathing is difficult or irritation persists, get medical attention.

**Most important Symptoms:** May cause slight eye and skin irritation.

**Indication of immediate medical attention/special treatment:** Immediate medical attention is not required.

**5. FIRE FIGHTING MEASURES**

**Suitable (and Unsuitable) Extinguishing Media:** Use media appropriate for surrounding fire. Cool fire exposed containers and structures with water.

**Specific hazards arising from the chemical:** Thermal decomposition may yield hydrogen chloride, chlorine and other harmful or irritating chemicals.

**Special Protective Equipment and Precautions for Fire-Fighting Instructions:** Firefighters should wear positive pressure self-contained breathing apparatus and full protective clothing. Aqueous solutions may cause surfaces to be extremely slippery and cause a slip hazard.

**6. ACCIDENTAL RELEASE MEASURES**

**Personal Precautions, Protective Equipment, and Emergency Procedures:** Wear appropriate protective clothing as described in Section 8. Wash thoroughly after handling.

**Methods and Materials for Containment and Cleaning Up:** Dike and collect liquid or absorb with an inert absorbent and place in appropriate containers for disposal. Flush spill area with water. Report releases as required by local, state, and federal authorities.

**7. HANDLING AND STORAGE**

**Precautions for Safe Handling:** Avoid contact with the eyes, skin, and clothing. Avoid breathing mists or aerosols. Wear protective clothing and equipment as described in Section 8. Wash thoroughly with soap and water after handling. Keep containers closed when not in use.

**Conditions for Safe Storage, Including Any Incompatibilities:** Store in a cool, dry, well-ventilated area away from incompatible materials. Product may be corrosive to some metals.

**8. EXPOSURE CONTROLS/PERSONAL PROTECTION****Exposure Guidelines:**

Magnesium Chloride	None Established
Lignosulfonate	None Established

**Engineering Controls:** Use with adequate general ventilation to minimize exposures.

**Respiratory Protection:** In operations where exposure levels are excessive, a NIOSH approved respirator with dust/mist cartridges or supplied air respirator appropriate for the form and concentration of the contaminants should be used. Selection and use of respiratory equipment must be in accordance with OSHA 1910.134 and good industrial hygiene practice.

**Skin Protection:** Wear impervious gloves such as rubber or neoprene if needed to avoid prolonged skin contact.

**Eye Protection:** Safety glasses recommended.

**Other:** Long-sleeved clothing and long pants recommended to avoid prolonged skin contact. Suitable washing facilities should be available in the work area.

**9. PHYSICAL AND CHEMICAL PROPERTIES**

**Appearance And Odor:** Dark brown liquid with low odor.

<b>Physical State:</b> Liquid	<b>Odor Threshold:</b> Not established
<b>Vapor Density:</b> Not determined	<b>Initial Boiling Point/Range:</b> Not determined
<b>Solubility In Water:</b> Soluble	<b>Vapor Pressure:</b> Not determined
<b>Relative Density:</b> 1.20 - 1.34	<b>Evaporation Rate:</b> Not determined
<b>Melting/Freezing Point:</b> Not determined	<b>pH:</b> 4 - 9
<b>VOC Content:</b> Not determined	<b>Octanol/Water Coefficient:</b> Not determined
<b>Solubility:</b> Complete	<b>Decomposition Temperature:</b> Not determined
<b>Viscosity:</b> <100 cP @ 70°F	<b>Flammability (solid, gas):</b> Not applicable
<b>Flashpoint:</b> None	<b>Autoignition Temperature:</b> Not determined
<b>Flammable Limits:</b> LEL: Not determined	<b>UEL:</b> Not determined

**10. STABILITY AND REACTIVITY**

**Reactivity:** Not normally reactive.

**Chemical Stability:** Stable under normal storage and handling conditions.

**Possibility of Hazardous Reactions:** None known.

**Conditions to Avoid:** None known.

**Incompatible Materials:** Strong oxidizing agents, concentrated acids, and some metals.

**Hazardous Decomposition Products:** When heated to decomposition emits hydrogen chloride, chlorine gas, and other harmful or irritating chemicals.

**11. TOXICOLOGICAL INFORMATION****HEALTH HAZARDS:**

**Ingestion:** Ingestion may cause slight irritation with nausea, vomiting, and diarrhea.

**Inhalation:** Inhalation of mists may cause slight irritation of the nose, throat, and upper respiratory tract.

**Eye:** May cause slight irritation with pain and tearing.

**Skin:** May cause slight irritation on prolonged or repeated contact.

**Sensitization:** This material is not known to cause sensitization.

**Chronic:** None known.

**Carcinogenicity:** None of the components is listed as a carcinogen or suspected carcinogen by IARC, NTP, or OSHA.

**Germ Cell Mutagenicity:** None currently known.

**Reproductive Toxicity:** None currently known.

**Numerical Measures of Toxicity:**

No toxicity data available

**12. ECOLOGICAL INFORMATION**

**Ecotoxicity:** No data available

**Persistence and Degradability:** Biodegradation is not applicable to inorganic substances.

**Bioaccumulative Potential:** No data available

**Mobility in Soil:** No data available

**Other Adverse Effects:** None known

**13. DISPOSAL CONSIDERATIONS**

Dispose in accordance with local, state, and federal environmental regulations.

**14. TRANSPORT INFORMATION**

**DOT Hazardous Materials Description:**

Proper Shipping Name: Not regulated

UN Number: None

Hazard Class/Packing Group: None

Labels Required: None

**15. REGULATORY INFORMATION**

**CERCLA:** This product is not subject to CERCLA release reporting. Many states have more stringent release reporting requirements. Report spills required under federal, state, and local regulations.

**SARA Hazard Category (311/312):** Not Hazardous

**SARA 313:** This product contains the following chemicals subject to Annual Release Reporting Requirements under SARA Title III, Section 313 (40 CFR 372): None

**EPA TSCA Inventory:** All of the ingredients in this product are listed on the EPA TSCA Inventory.

**CANADA:**

This product has been classified under the CPR and this SDS discloses information elements required by the CPR.

**Canadian CEPA:** All the components of this product are listed on the Canadian DSL.

**Canadian WHMIS Classification:** Not classified as dangerous.

**16. OTHER INFORMATION**

**NFPA Rating:** Health = 0      Flammability = 0      Instability = 0  
**HMIS Rating:** Health = 1      Flammability = 0      Physical Hazard = 0

## SDS Revision History:

5/15/2017: New SDS

5/18/2020: Reviewed, no changes

**Disclaimer:** *This Safety Data Sheet (SDS) is provided in response to customer requests to address the safe handling of the product. All statements, technical information and recommendations contained herein are the best of our knowledge, reliable and accurate. This SDS is not intended to make any representation as to how the product will perform when used for its intended purpose by a user. In that regards the product is sold "AS IS" and nothing in this SDS should be deemed to be a representation or warranty of any injury, loss, or damage, of any kind or nature, which are sustained by or arise from the use of the product. Nothing in this SDS is intended to be a representation or warranty by the manufacturer of the accuracy, safety, or usefulness for any purpose of any technical information, materials, techniques, or practices.*

*The information contained in this Safety Data Sheet is, to the best of our knowledge, accurate and reliable. This information should be provided to all individuals handling this product. Federal, state, and local regulations should be followed when handling this product.*

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

10/07/08 88009

Submitter's Name: (Individual, Organization, or County Department)

County Manager \_\_\_\_\_

Date/Signature: \_\_\_\_\_

Describe in detail what you want to say to the Board and what action you want the Board to take:

Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.

BOS Meeting Date Requested 6/6/23

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PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

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Reviews completed, item approved for Agenda.

Board Clerk's Initials \_\_\_\_\_