



Joe Shirley, Jr.
Chairman, District I

Alton Joe Shepherd
Supervisor, District II

Doyel Shamley
Vice Chairman, District III

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS,
THE APACHE COUNTY LIBRARY DISTRICT
AND THE APACHE COUNTY JAIL DISTRICT**

May 2, 2017

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

Pledge of Allegiance.
Invocation by Invitation

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY LIBRARY DISTRICT
HELD IN CONJUNCTION WITH THE
BOARD OF SUPERVISORS MEETING**

May 2, 2017

1. Discussion and possible approval to enter into an e-rate contract with Frontier in the amount of two hundred seventy four thousand, four hundred sixteen dollars (\$274,416.00) for special construction of transport for future broadband services to six libraries contingent upon federal and state funding. No Library District monies will be used.
2. Discussion and possible approval of the Strategic Plan for the Alpine Public Library.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY JAIL DISTRICT
HELD IN CONJUNCTION WITH THE
BOARD OF SUPERVISORS MEETING**

May 2, 2017

1. Discussion and possible approval for a price increase for Trinity Food Service. This increase is being requested to offset the increase in the minimum wage.

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS
May 2, 2017**

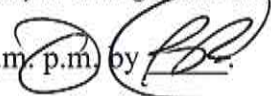
1. Apache Sitgreaves National Forest (ASNF), Springerville Ranger Richard Madril and ASNF Fire and Fuels Specialist Rob Lever: Presentation on fire season outlook.
2. President Jeanne Swarthout, President, Northland Pioneer College: Update on activities and programs.
3. Chris Sexton Health Director, and Malena Bazaruto Grants Coordinator: Presentation on the progress of demolition at Cabin Cove in South Fork.
4. 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.

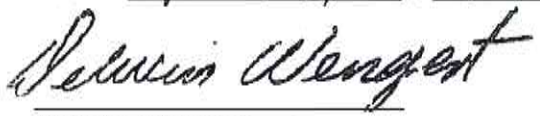
County Manager/Clerk of the Board:

- *A. Request approval of demands as distributed to the Apache County Board of Supervisors between April 18, 2017 and May 2, 2017. 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 17, 2017 and April 18, 2017.
 - *C. Request approval of a Proclamation supporting Buena Vista Children's Services, a non-profit organization for child abuse prevention. This Proclamation was also approved last year.
5. Election Department: Discussion and possible approval to publish the Call and Notice of Election for the Alpine School District for the sale of school property. The Special Election is to be held on August 29, 2017.
 6. Election Department: Discussion and possible approval to conduct the Alpine School District Election as an "All Mail" ballot election to be held on August 29, 2017.
 7. Election Department: Discussion and possible approval and appointment of all tally board workers, replacement centers and drop boxes for the upcoming August 29, 2017 Special "All Mail" Ballot Election.
 8. Malena Bazaruto, Grants Manager: Discussion and possible approval to accept or reject bid number "Grandstands 138-17" for the fairgrounds grandstands which is part of the Apache County CDBG project.

9. County Manager: Discussion and possible approval of the distribution of funds for the Secure Rural Schools in the amount of thirty thousand, two hundred sixty four dollars and thirty two cents (\$30,264.32). The funds will be used to purchase equipment for the County Limestone Pit.
10. County Manager: Discussion and possible approval of a lease agreement between Apache County and Sun State Towers III, LLC, for a cell tower located in Vernon, Arizona.
11. County Manager: Discussion and possible approval of the Liquor License Application recommendation (09010012) for William Jackson (Trisha Haley) Jiffy Store, Highway 61, Concho, Arizona.
12. 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 an 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 an accommodation can be arranged. One or more members of the Board of Supervisors may participate telephonically or through video communication.

Posted April 26, 2017 at 4:45 a.m. p.m. by 



Delwin Wengert
Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Library District, SueAn Stradling-Collins

Date/Signature: SueAn Stradling-Collins 24 April 2017

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 an e-rate contract with Frontier in the amount \$274,416.00 (two hundred and seventy-four thousand, four hundred and sixteen dollars) for special construction of transport for future broadband services to six libraries contingent upon federal and state funding. No Library District monies will be used.

BOS Meeting Date Requested: May 2, 2017

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 hlc

SueAn Stradling-Collins

From: Joe Young
Sent: Monday, April 24, 2017 2:15 PM
To: SueAn Stradling-Collins
Cc: Michael Whiting; Ryan Patterson
Subject: RE: erate RFP board deadline

I agree. I am ok with it from a legal perspective.

From: SueAn Stradling-Collins [<mailto:scollins@co.apache.az.us>]
Sent: Monday, April 24, 2017 11:51 AM
To: Joe Young
Cc: Michael B. Whiting; Ryan Patterson
Subject: erate RFP board deadline
Importance: High

Joe,

Sorry for the lateness of this, but we have been and are dealing with e-rate deadlines, etc. I just met with Ryan and it was decided that this needs to go before the board. Thank you for your help with this.

SueAn Stradling-Collins
Library Director
Apache County Library District
P.O. Box 2760
30 South 2nd West
St. Johns, AZ 85936

928-337-4923
Fax 928-337-3960

Come Read with Us!



We work to make our best better.

APACHE COUNTY LIBRARY DISTRICT

PO Box 2760, 30 S. 2nd W.
St. Johns, AZ 85936

Phone: 928.337.4923
Fax: 928.337.3960

ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR DISTRICT USE ONLY)

Your Offer is hereby accepted. The Contractor is now bound to sell the materials, services or construction listed by the attached award notice based upon the Solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the District.

This Contract shall henceforth be referred to as Contract No. _____.

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives an executed purchase order or Contract release document from the Apache County Library District.

Awarded this _____ day of _____

AUTHORIZED SIGNATURE NAME & TITLE

Internet Pricing

ACLD FY2017 BRDBND RFP

Apache County Library District

Site Name:

Service Address:

Bandwidth	Term (Months)	Monthly Recurring Access Costs	Monthly Recurring Transport Cost	Eligible Non-Recurring Special Construction	Non-Eligible Non-Recurring Cost
50 M	60	\$425.00	0	\$274,416.00	0
100 M		\$525.00		\$274,416.00	
150 M		n/a			
200 M		\$585.00		\$274,416.00	
250 M		n/a			
300 M		\$607.00		\$274,416.00	
350 M		n/a			
400 M		\$637.00		\$274,416.00	
450 M		n/a			
500 M		\$650.00		\$274,416.00	
550 M		n/a			
600 M		\$702.00		\$274,416.00	
650 M		n/a			
700 M		\$724.00		\$274,416.00	
750 M		n/a			
800 M		\$770.00		\$274,416.00	
850 M		n/a			
900 M		\$793.00		\$274,416.00	
950 M		n/a			
1 G		\$825.00		\$274,416.00	


All services must be delivered to customer Dmarc / MDF /Network Closet.

COSTS ON THIS SHEET ARE FOR AND IF ALL SITES ARE PURCHASED AND ALL CONSTRUCTION COSTS ARE PAID FOR ALL SITES

Vendor: CTC of the White Mountains Inc.

SPIN: 143002479

Contact Information:

Valerie Collins (928) 537-6696 Authorized Signature: 

Evaluation Notes:



E-Rate Rider
Business

an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide Frontier thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services in accordance with this provision, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will pay Frontier all applicable cancellation charges if it contracts with any other provider for the same or substantially similar Services during the Service Term.

6. Customer-Designated Funding Commitment. Customer must choose option A or B below. IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES FRONTIER TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM THE USAC/SLD, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) E-RATE RIDER, AND SELECT OPTION A. Upon execution of the Replacement E-Rate Rider, the Parties will mutually agree upon a Service Commencement Date.

OPTION A [available for new or existing Services]

Customer directs Frontier to commence or continue Services even if a funding commitment decision letter ("FCDL") has not been received from USAC/SLD. Customer acknowledges and accepts its obligation to pay for the Service if funding is denied or USAC/SLD commitment is not received.

- i. Scope: Customer desires the Services commence on or about <insert date if Option A is selected>. Customer intends to seek funding from the USAC/SLD, but acknowledges that it may not receive FCDL prior to this date and that it is possible that USAC/SLD may not approve funding or may delay its decision.
- ii. Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES AND AGREES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES RELATED TO THIS E-RATE RIDER IF E-RATE FUNDING IS DELAYED OR DENIED.

Customer shall refer to the E-Rate Rules and Regulations regarding USAC/SLD payments for eligible Services delivered after the beginning of the E-Rate year (July 1st) but before receipt of the FCDL.

OPTION B [appropriate for new Services]

Services will not commence until Frontier receives notification that E-Rate funds have been committed. If E-Rate funding for Services is denied, the Agreement will terminate as to those Services unless and until a new E-Rate rider (replacing this E-Rate Rider) is executed with respect to such Services and Customer elects Option A.

- i. Scope: Customer agrees to exercise best efforts to obtain funding from the USAC/SLD. Frontier will not begin work related to the Services (including, without limitation, construction, installation or activation activities) until after Frontier receives (a) Customer's notification to proceed and verification of funding approval, and (b) for internal connections, a verification of Form 486 approval by the USAC/SLD. Frontier will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.
- ii. Funding Denial Agreement Termination: If a funding request is denied by the USAC/SLD, the Service Schedule, with respect to such Service(s), shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30th day following the final appeal of such denial, and Customer will not incur termination liability. In the event Services are to be provided pursuant to a multi-year Agreement (whether by contract or tariff), this termination right applies only to the first year of the multi-year Agreement. This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by the USAC/SLD after commencement of Services.

7. E-Rate Discount Designation. Customer acknowledges its obligation to designate the method by which it will receive E-Rate discounts. With respect to each discount method, Customer agrees as follows:

Billed Entity Applications Reimbursement ("BEAR") – Form 472:

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Library District, SueAn Stradling-Collins

Date/Signature: SueAn Stradling-Collins 24 April 2017

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 the Strategic Plan for the Alpine Public Library.

BOS Meeting Date Requested: May 2, 2017

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

JDW

Apache County Library District

P. O. Box 2760 30 South 2nd West St. Johns, Arizona 85936 928-337-4923 928-337-3960 Fax

STRATEGIC PLANNING FOR RESULTS **PUBLIC LIBRARY PLANNING OUTLINE**

WHY:

The strategic planning process:

1. assumes that an organization operates within a dynamic environment and wants to be responsive to change;
2. assumes that excellence is defined locally;
3. provides the basis for determining whether library staff time, the types and number of materials purchased, the utilization of library space, and computer technology should be allocated differently.

WHAT:

We will use the standard public library planning process, *Strategic Planning for Results*, as the framework for developing the library plan. This process is a collaborative effort between community residents and staff.

A planning committee, made up of community members who live within the library's service area and who represent various constituencies, will help the library identify the community's needs. Then, the planning committee will select and recommend preliminary library service responses to address the identified needs.

Library staff will apply their knowledge and experience to assess any potential consequences of making the preliminary service responses the library's priorities. They will also consider whether the library is suited to address an identified need.

During the second planning committee meeting, the library manager will summarize her assessment of the preliminary service responses. The facilitator will then provide in-depth information about each service response that is still under consideration. Following a discussion, the planning committee will select and prioritize the final service responses.

Apache County Library District

P. O. Box 2760 30 South 2nd West St. Johns, Arizona 85936 928-337-4923 928-337-3960 Fax

Within a month, the facilitator will guide staff through the process of considering and then writing measurable goals and objectives to implement the library service responses and priorities decided upon by the planning committee. The following month, the facilitator will write the strategic plan which will be submitted to the Board of Supervisors for final approval.

WHEN:

The whole process will take approximately four months. The emphasis will be on implementation and not on planning as an end in itself. The process is projected to begin in October 2016.

WHO:

Anne MacGregor, Library Manager for the Alpine Public Library, has identified community members willing to serve on the library planning committee. Jaymie Lewis-Smith, Apache County Library District, will facilitate committee meetings and work with staff to assess service responses, and develop goals and objectives. She will also compose the strategic planning document to submit to the Board.

Apache County Library District

P. O. Box 2760 30 South 2nd West St. Johns, Arizona 85936 928-337-4923 928-337-3960 Fax

TIMELINE:

Planning committee meeting

October 7, 2016

9:00 a.m. – 3:00 p.m.

Alpine Public Library

Planning committee meeting

November 18, 2016

9:00 a.m. – 3:00 p.m.

Alpine Public Library

Library staff writes goals and objectives

December 2016

Facilitator writes Strategic Plan

January - April 2017

Plan submitted to Board of Supervisors for approval

April 2017

Upon obtaining Board approval implement plan

May 2017

2016 Strategic Planning

Committee



Nancy Bingham

Pamela Boe

Amy Parnell

Alice Wilcox



Alpine Public Library

17 CR 2061
P.O. Box 528
Alpine, AZ 85920-0528

Phone: 928-339-4925

Fax: 928-339-4925

Library Hours

Winter Hours

Monday –Friday

10:00-11:30

12:30-5:00

Closed for Lunch

11:30– 12:30

Summer Hours

Saturday 10:00-2:00

In addition to winter hours

Library Staff

Anne MacGregor
Library Manager
amacgregor@co.apache.az.us

Myrna Nikolaus
Library Specialist I
mnikolaus@co.apache.az.us

Mary Ellen Otero
Library Specialist I
moter@co.apache.az.us



A branch of the Apache
County Library District

Alpine Public Library Strategic Plan 2017-2020

Mission Statement

Alpine Public Library provides our residents and visitors with access to materials, technology, programming, local area history, and recreational resources in a quiet, comfortable, and scenic space.



Alpine Public Library Strategic Plan 2017-2020

Know Your Community

Residents, visitors, and local organizations will have access to information about a variety of community resources in the greater Alpine area.

1. The library will create an advisory committee and consult with its members to develop and annually update a community resource pamphlet.
2. The library will format, print, and distribute the pamphlet to government agencies, local businesses, community organizations, patrons, and visitors.
3. The library will distribute a minimum of 100 pamphlets the first year.
Fiscal Year 2018-2019 distribution will increase 20%.
Fiscal Year 2019-2020 distribution will increase 10%.
4. The library will collaborate with community organizations and residents to create a centralized location in Alpine for displaying community resource information.

Residents and visitors will have access to library print and online local history resources.

1. The Southwest Collection (Arizona and New Mexico) circulation will increase by 45 checkouts over a 3 year period.
2. The library will provide print and online listings of local history resources beyond the library collection.

Residents and visitors of all ages and abilities will have access to information about local recreational facilities.

1. The library will provide print and electronic information about handicapped accessible facilities at fishing lakes and streams, campsites, and trails.
2. The library will distribute surveys annually to evaluate the availability and usefulness of the recreational information. Surveys returned for Fiscal years 2018-19, and 2019-20 will report at least an 80% rate of satisfaction.



Visit a Comfortable Space

Residents and visitors will have access to an improved library meeting room that supports a greater variety of activities and resources.

1. The library will add video technology and equipment to enhance the quality of motion picture and presentation viewing, and chargers for laptop and device users.
2. Meeting room programs will increase by one new program for children and adults.

Residents and visitors of all ages will have access to an improved outdoor deck area for enhanced programming and reading pleasure.

1. The library will add additional furniture to increase the amount of comfortable and shaded seating space.
2. Outdoor programs will increase by:
Fiscal Year 2017-2018 - 2 programs
Fiscal Year 2018-2019 - 1 program
Fiscal Year 2019-2020 - 1 program

Area seniors and novice computer users will have access to training and download assistance.

1. The library will offer computer/digital device classes:
Fiscal Year 2017-2018 - 2 classes
Fiscal Year 2018-2019 - 4 classes
Fiscal Year 2019-2020 - 4 classes
2. The library will schedule drop-in times for e-book and e-audio download assistance each week during the summer months of years 1-3.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Chief Deputy Brannon Eagar/ Commander Michael Cirivello-Jail District

Date/Signature: _____

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

The Jail District is requesting approval for this price increase from Trinity Food Service. This increase is being requested to offset the increase in the Minimum wage

BOS Meeting Date Requested 05-02-2017

PRE-AGENDA ITEM REVIEW

Legal Review: Attached

Signature _____

Check if item does not require review _____

Finance Review: Attached

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 W

SEVENTH AMENDMENT TO FOOD SERVICE AGREEMENT

This Seventh Amendment to the Manual Food Service Agreement is made effective by and between Apache County, Arizona with premises at 370 South Washington, St. Johns AZ 85936 (hereinafter referred to as "County") and Trinity Services Group, Inc., with principal offices at 477 Commerce Boulevard, Oldsmar, FL 34677 (hereinafter referred to as "Trinity").

WHEREAS, the County requires certain food services to be provided for the Apache County Jail located at 370 South Washington, St. Johns AZ 85936, and

WHEREAS, Trinity's predecessor, Compass Group USA, Inc., through its Canteen Correctional Services Division and the County have previously entered into a Manual Food Service Agreement dated the 8th day of October, 2004, which was assumed by Trinity, and

WHEREAS, the Food Service Agreement has been amended from time to time in the past and this will be the Seventh Amendment (the Food Service Agreement, as amended, is referred to herein as the "Agreement")/

WHEREAS, the parties now desire to amend the Agreement to reflect the impact on meal prices resulting from the passage of Proposition 206, and

NOW, THEREFORE, in consideration of the forgoing facts, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the Agreement shall be amended as follows:

1. The foregoing recitations are true and correct and are by this reference made a part of this Amendment to the Agreement.
2. Effective March 10, 2017, the meal prices shall increase by \$0.036 per meal and the following scale shall apply:

<u>Number of Meals Per Service</u>	<u>Price Per Meal</u>
1 – 50	\$5.492
51 – 75	\$2.572
76 – 100	\$2.129
101 +	\$1.854

3. Except as expressly stated herein, all of the terms and conditions of the Agreement shall remain in full force and effect.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK AND
THE PARTIES SIGNATURES APPEAR ON THE FOLLOWING PAGE.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

APACHE COUNTY

TRINITY SERVICES GROUP, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Michael Cirivello

From: Joe Young
Sent: Tuesday, April 4, 2017 1:39 PM
To: Michael Cirivello; Ryan Patterson; Michael Whiting
Subject: RE: Trinity Food Service

I am ok with this amendment, it changes only the price, and leaves all other terms of the approved contract in full force and effect.

From: Michael Cirivello [mailto:mcirivello@co.apache.az.us]
Sent: Tuesday, April 04, 2017 12:37 PM
To: Ryan Patterson; Joe Young; Michael B. Whiting
Subject: Trinity Food Service

Good afternoon, apparently I misspoke when I said the agenda item that was passed today would cover all of trinity's subsidiaries. Attached is an amendment to the Food Service Agreement that will need a separate approval as the Commissary and food service are different contracts. Please review and approve/disprove. The cost will be as discussed, \$ 0.036 cents a meal. Thanks

Commander Michael Cirivello
Apache County Sheriff's Office
P.O.Box 518 /370 S. Washington St.
St. Johns AZ 85936
928-337-7662

Michael Cirivello

From: Ryan Patterson
Sent: Wednesday, April 5, 2017 9:26 AM
To: Michael Cirivello
Subject: RE: Trinity Food Service

Please accept as signature.

From: Michael Cirivello
Sent: Tuesday, April 4, 2017 12:37 PM
To: Ryan Patterson <rpatterson@co.apache.az.us>; Joe Young <jyoung@apachelaw.net>; Michael Whiting <mwhiting@apachelaw.net>
Subject: Trinity Food Service

Good afternoon, apparently I misspoke when I said the agenda item that was passed today would cover all of trinity's subsidiaries. Attached is an amendment to the Food Service Agreement that will need a separate approval as the Commissary and food service are different contracts. Please review and approve/disprove. The cost will be as discussed, \$ 0.036 cents a meal. Thanks

Commander Michael Cirivello
Apache County Sheriff's Office
P.O.Box 518 /370 S. Washington St.
St. Johns AZ 85936
928-337-7662

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

date/time stamp

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:

Apache Sitgreaves National Forest (ASNF), Springerville Ranger Richard Madril and ASNF
Fire and Fuels Specialist Rob Lever: Presentation on fire season outlook.

BOS Meeting Date Requested 5/2/17

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 _____

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

date/time stamp

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:

President Jeanne Swarhout, President, Northland Pioneer College: Update on activities and programs.

BOS Meeting Date Requested 5/2/17

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 _____

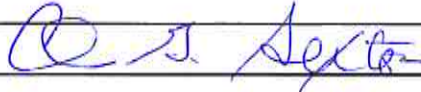
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

District 3

Date/Signature: 4/24/2017



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

Presentation by Chris Sexton (Health District Director) and Malena Bazaruto (Grants Coordinator) on the progress of demolition at Cabin Cove in South Fork.

//BOS Meeting Date Requested 5/2/2017

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 _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Finance

Date/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 April 18, 2017 and May 2, 2017. 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 5/2/17

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



Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1053484	04/18/2017	Accounts Payable	AGUERO, ROBIN R	14.00
Open	NBAZ - Warrant Clearing Account	Check	1053485	04/18/2017	Accounts Payable	ALPINE WATER AND SANITARY	67.89
Open	NBAZ - Warrant Clearing Account	Check	1053486	04/18/2017	Accounts Payable	ALSCO INC	171.34
Open	NBAZ - Warrant Clearing Account	Check	1053487	04/18/2017	Accounts Payable	AMAZON COM INC	798.02
Open	NBAZ - Warrant Clearing Account	Check	1053488	04/18/2017	Accounts Payable	AMERICAN NATIONAL RED CROSS	56.00
Open	NBAZ - Warrant Clearing Account	Check	1053489	04/18/2017	Accounts Payable	APACHE COUNTY	93.97
Open	NBAZ - Warrant Clearing Account	Check	1053490	04/18/2017	Accounts Payable	APLEGATE, TAMARA WILHELM	42.80
Open	NBAZ - Warrant Clearing Account	Check	1053491	04/18/2017	Accounts Payable	ARIZONA POLICE PSYCHOLOGY PLLC	600.00
Open	NBAZ - Warrant Clearing Account	Check	1053492	04/18/2017	Accounts Payable	ARIZONA SURVEYING & MAPPING	2,000.00
Open	NBAZ - Warrant Clearing Account	Check	1053493	04/18/2017	Accounts Payable	ASHLEY, EILEEN T	94.16
Open	NBAZ - Warrant Clearing Account	Check	1053494	04/18/2017	Accounts Payable	ASHTONS REPAIR INC	366.86
Open	NBAZ - Warrant Clearing Account	Check	1053495	04/18/2017	Accounts Payable	ATTAKAI, LUCINDA L	191.32
Open	NBAZ - Warrant Clearing Account	Check	1053496	04/18/2017	Accounts Payable	AYRES, RICHARD A	176.54
Open	NBAZ - Warrant Clearing Account	Check	1053497	04/18/2017	Accounts Payable	AZ COUNTIES INSURANCE POOL	2,501.72
Open	NBAZ - Warrant Clearing Account	Check	1053498	04/18/2017	Accounts Payable	AZ COUNTIES WORKERS COMPENSATION PLAN	46,447.81
Open	NBAZ - Warrant Clearing Account	Check	1053499	04/18/2017	Accounts Payable	AZ DEPT OF HEALTH SERVICES	2,542.30
Open	NBAZ - Warrant Clearing Account	Check	1053500	04/18/2017	Accounts Payable	AZ DEPT OF REVENUE	1,357.05
Open	NBAZ - Warrant Clearing Account	Check	1053501	04/18/2017	Accounts Payable	BAHE, IRENE R	33.54
Open	NBAZ - Warrant Clearing Account	Check	1053502	04/18/2017	Accounts Payable	BANG BANG BALLOON COMPANY	350.00
Open	NBAZ - Warrant Clearing Account	Check	1053503	04/18/2017	Accounts Payable	BANG BANG BALLOON COMPANY	350.00
Open	NBAZ - Warrant Clearing Account	Check	1053504	04/18/2017	Accounts Payable	BANG BANG BALLOON COMPANY	350.00
Open	NBAZ - Warrant Clearing Account	Check	1053505	04/18/2017	Accounts Payable	BAUMAN HOME AND AUTO INC	366.50
Open	NBAZ - Warrant Clearing Account	Check	1053506	04/18/2017	Accounts Payable	BEGAY, MARLEITA	625.99
Open	NBAZ - Warrant Clearing Account	Check	1053507	04/18/2017	Accounts Payable	BEGAY, SARAH MAE	385.00
Open	NBAZ - Warrant Clearing Account	Check	1053508	04/18/2017	Accounts Payable	BENALLY, CAROLYN	93.86
Open	NBAZ - Warrant Clearing Account	Check	1053509	04/18/2017	Accounts Payable	BLACK DIAMOND AUTO GLASS II	178.37
Open	NBAZ - Warrant Clearing Account	Check	1053510	04/18/2017	Accounts Payable	BLUE HILLS ENVIRONMENTAL	503.17
Open	NBAZ - Warrant Clearing Account	Check	1053511	04/18/2017	Accounts Payable	BOOT BARN	800.00
Open	NBAZ - Warrant Clearing Account	Check	1053512	04/18/2017	Accounts Payable	BRADCO	10,399.66
Open	NBAZ - Warrant Clearing Account	Check	1053513	04/18/2017	Accounts Payable	BRAGIEL, MICHAEL T	49.96
Open	NBAZ - Warrant Clearing Account	Check	1053514	04/18/2017	Accounts Payable	BRIDES AUTO CENTER	65.68
Open	NBAZ - Warrant Clearing Account	Check	1053515	04/18/2017	Accounts Payable	BROWN, BAUER K	1,300.00
Open	NBAZ - Warrant Clearing Account	Check	1053516	04/18/2017	Accounts Payable	CDW GOVERNMENT LLC	528.06
Open	NBAZ - Warrant Clearing Account	Check	1053517	04/18/2017	Accounts Payable	CLARK, ALBERT N	1,300.00
Open	NBAZ - Warrant Clearing Account	Check	1053518	04/18/2017	Accounts Payable	CLYDE, VICTOR J	1,790.82
Open	NBAZ - Warrant Clearing Account	Check	1053519	04/18/2017	Accounts Payable	COLE, KIMBERLY LOUISE	416.00
Open	NBAZ - Warrant Clearing Account	Check	1053520	04/18/2017	Accounts Payable	CONCHO SUPPLY LLC	514.12
Open	NBAZ - Warrant Clearing Account	Check	1053521	04/18/2017	Accounts Payable	COPPER STATE BOLT & NUT CO	291.98
Open	NBAZ - Warrant Clearing Account	Check	1053522	04/18/2017	Accounts Payable	COURTESY CHEVROLET	35,155.17
Open	NBAZ - Warrant Clearing Account	Check	1053523	04/18/2017	Accounts Payable	COVEY, JOSHUA T	2,064.82
Open	NBAZ - Warrant Clearing Account	Check	1053524	04/18/2017	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	1,149.05
Open	NBAZ - Warrant Clearing Account	Check	1053525	04/18/2017	Accounts Payable	CROSBY, FERRIN	68.60
Open	NBAZ - Warrant Clearing Account	Check	1053526	04/18/2017	Accounts Payable	CZARNYSZKA, TROY D	165.00
Open	NBAZ - Warrant Clearing Account	Check	1053527	04/18/2017	Accounts Payable	DAVIS TRUE VALUE HARDWARE	70.88

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1053528	04/18/2017	Accounts Payable	DEDMAN, JOSEPH Junior	1,300.00
Open	NBAZ - Warrant Clearing Account	Check	1053529	04/18/2017	Accounts Payable	DEMATTEO, JOHN JOSEPH	209.00
Open	NBAZ - Warrant Clearing Account	Check	1053530	04/18/2017	Accounts Payable	DIAMOND DRUGS INC	1,725.07
Open	NBAZ - Warrant Clearing Account	Check	1053531	04/18/2017	Accounts Payable	DIAMOND MEDICAL SUPPLY	236.07
Open	NBAZ - Warrant Clearing Account	Check	1053532	04/18/2017	Accounts Payable	DIAZ, CECILIA	76.03
Open	NBAZ - Warrant Clearing Account	Check	1053533	04/18/2017	Accounts Payable	DISH NETWORK	151.13
Open	NBAZ - Warrant Clearing Account	Check	1053534	04/18/2017	Accounts Payable	DOUBLETREE HOTEL ALBUQUERQUE	412.44
Open	NBAZ - Warrant Clearing Account	Check	1053535	04/18/2017	Accounts Payable	EAGAR, BRANNON	1,300.00
Open	NBAZ - Warrant Clearing Account	Check	1053536	04/18/2017	Accounts Payable	EIGHTYNINE A LLC	1,123.90
Open	NBAZ - Warrant Clearing Account	Check	1053537	04/18/2017	Accounts Payable	ETR ASSOCIATES	429.20
Open	NBAZ - Warrant Clearing Account	Check	1053538	04/18/2017	Accounts Payable	FERRELLGAS	1,364.96
Open	NBAZ - Warrant Clearing Account	Check	1053539	04/18/2017	Accounts Payable	FITE, ROBERT L	62.60
Open	NBAZ - Warrant Clearing Account	Check	1053540	04/18/2017	Accounts Payable	FODERA, DORIS A	271.74
Open	NBAZ - Warrant Clearing Account	Check	1053541	04/18/2017	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	58.49
Open	NBAZ - Warrant Clearing Account	Check	1053542	04/18/2017	Accounts Payable	FRANCISCO, DAVE	209.00
Open	NBAZ - Warrant Clearing Account	Check	1053543	04/18/2017	Accounts Payable	FREELAND, GABRIEL	184.00
Open	NBAZ - Warrant Clearing Account	Check	1053544	04/18/2017	Accounts Payable	FREEMAN, JOHN L Junior	49.86
Open	NBAZ - Warrant Clearing Account	Check	1053545	04/18/2017	Accounts Payable	FRONTIER	97.34
Open	NBAZ - Warrant Clearing Account	Check	1053546	04/18/2017	Accounts Payable	FRONTIER	62.03
Open	NBAZ - Warrant Clearing Account	Check	1053547	04/18/2017	Accounts Payable	FRONTIER	66.64
Open	NBAZ - Warrant Clearing Account	Check	1053548	04/18/2017	Accounts Payable	FRONTIER	151.45
Open	NBAZ - Warrant Clearing Account	Check	1053549	04/18/2017	Accounts Payable	FRONTIER	152.90
Open	NBAZ - Warrant Clearing Account	Check	1053550	04/18/2017	Accounts Payable	FRONTIER	131.07
Open	NBAZ - Warrant Clearing Account	Check	1053551	04/18/2017	Accounts Payable	FRONTIER	160.38
Open	NBAZ - Warrant Clearing Account	Check	1053552	04/18/2017	Accounts Payable	FRONTIER	73.61
Open	NBAZ - Warrant Clearing Account	Check	1053553	04/18/2017	Accounts Payable	FRONTIER	147.51
Open	NBAZ - Warrant Clearing Account	Check	1053554	04/18/2017	Accounts Payable	FRONTIER	213.62
Open	NBAZ - Warrant Clearing Account	Check	1053555	04/18/2017	Accounts Payable	FRONTIER	4,416.30
Open	NBAZ - Warrant Clearing Account	Check	1053556	04/18/2017	Accounts Payable	FRONTIER	66.64
Open	NBAZ - Warrant Clearing Account	Check	1053557	04/18/2017	Accounts Payable	FRONTIER	395.18
Open	NBAZ - Warrant Clearing Account	Check	1053558	04/18/2017	Accounts Payable	FRONTIER	24.79
Open	NBAZ - Warrant Clearing Account	Check	1053559	04/18/2017	Accounts Payable	FRONTIER	56.02
Open	NBAZ - Warrant Clearing Account	Check	1053560	04/18/2017	Accounts Payable	FRONTIER	59.02
Open	NBAZ - Warrant Clearing Account	Check	1053561	04/18/2017	Accounts Payable	FRONTIER	271.08
Open	NBAZ - Warrant Clearing Account	Check	1053562	04/18/2017	Accounts Payable	FRONTIER	198.77
Open	NBAZ - Warrant Clearing Account	Check	1053563	04/18/2017	Accounts Payable	FRONTIER	921.00
Open	NBAZ - Warrant Clearing Account	Check	1053564	04/18/2017	Accounts Payable	FRONTIER	68.91
Open	NBAZ - Warrant Clearing Account	Check	1053565	04/18/2017	Accounts Payable	FRONTIER	66.64
Open	NBAZ - Warrant Clearing Account	Check	1053566	04/18/2017	Accounts Payable	FRONTIER	3.78
Open	NBAZ - Warrant Clearing Account	Check	1053567	04/18/2017	Accounts Payable	GALL'S INC	808.48
Open	NBAZ - Warrant Clearing Account	Check	1053568	04/18/2017	Accounts Payable	GALLUP INDEPENDENT	386.70
Open	NBAZ - Warrant Clearing Account	Check	1053569	04/18/2017	Accounts Payable	GALLUP LUMBER & SUPPLY	480.13
Open	NBAZ - Warrant Clearing Account	Check	1053570	04/18/2017	Accounts Payable	GOODMANS INTERIOR STRUCTURES	4,808.12
Open	NBAZ - Warrant Clearing Account	Check	1053571	04/18/2017	Accounts Payable	GRAINGER	180.97

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1053572	04/18/2017	Accounts Payable	GRAVES PROPANE CO INC	816.24
Open	NBAZ - Warrant Clearing Account	Check	1053573	04/18/2017	Accounts Payable	GREER COMMUNITY FACILITIES	788.68
Open	NBAZ - Warrant Clearing Account	Check	1053574	04/18/2017	Accounts Payable	GREGORY, MARSHA ANN	708.92
Open	NBAZ - Warrant Clearing Account	Check	1053575	04/18/2017	Accounts Payable	HENSON, AMANDA	224.34
Open	NBAZ - Warrant Clearing Account	Check	1053576	04/18/2017	Accounts Payable	HERRERA, ROSCOE GEORGE	209.00
Open	NBAZ - Warrant Clearing Account	Check	1053577	04/18/2017	Accounts Payable	HILL AZ GROCERY STORE	92.02
Open	NBAZ - Warrant Clearing Account	Check	1053578	04/18/2017	Accounts Payable	HILL AZ GROCERY STORE	78.98
Open	NBAZ - Warrant Clearing Account	Check	1053579	04/18/2017	Accounts Payable	HILLYARD/FLAGSTAFF	284.28
Open	NBAZ - Warrant Clearing Account	Check	1053580	04/18/2017	Accounts Payable	HILLYARD/FLAGSTAFF	2,372.41
Open	NBAZ - Warrant Clearing Account	Check	1053581	04/18/2017	Accounts Payable	HOME DEPOT	870.68
Open	NBAZ - Warrant Clearing Account	Check	1053582	04/18/2017	Accounts Payable	HOSTYLE TAKEOVER CLEANING SERVICE	330.00
Open	NBAZ - Warrant Clearing Account	Check	1053583	04/18/2017	Accounts Payable	INGRAM LIBRARY SERVICES	3,391.57
Open	NBAZ - Warrant Clearing Account	Check	1053584	04/18/2017	Accounts Payable	JAMESON, MICHELLE	224.34
Open	NBAZ - Warrant Clearing Account	Check	1053585	04/18/2017	Accounts Payable	JENNINGS HAUG & CUNNINGHAM LLP	4,744.00
Open	NBAZ - Warrant Clearing Account	Check	1053586	04/18/2017	Accounts Payable	KELLER, CLETA	190.93
Open	NBAZ - Warrant Clearing Account	Check	1053587	04/18/2017	Accounts Payable	KONICA MINOLTA	161.98
Open	NBAZ - Warrant Clearing Account	Check	1053588	04/18/2017	Accounts Payable	LABORATORY CORP OF AMERICA	188.00
Open	NBAZ - Warrant Clearing Account	Check	1053589	04/18/2017	Accounts Payable	LARRY TRAVIS HEAP	200.00
Open	NBAZ - Warrant Clearing Account	Check	1053590	04/18/2017	Accounts Payable	LATHAM, MICHAEL	1,213.45
Open	NBAZ - Warrant Clearing Account	Check	1053591	04/18/2017	Accounts Payable	LOWES #24	626.98
Open	NBAZ - Warrant Clearing Account	Check	1053592	04/18/2017	Accounts Payable	MACKENZIE, ROBERT ANDREW	35.77
Open	NBAZ - Warrant Clearing Account	Check	1053593	04/18/2017	Accounts Payable	MCCARTHY, STEPHANIE	700.95
Open	NBAZ - Warrant Clearing Account	Check	1053594	04/18/2017	Accounts Payable	MCT INDUSTRIES INC	937.48
Open	NBAZ - Warrant Clearing Account	Check	1053595	04/18/2017	Accounts Payable	MIRANDA, OSCAR R	60.24
Open	NBAZ - Warrant Clearing Account	Check	1053596	04/18/2017	Accounts Payable	MUTH, DANIEL R	32.86
Open	NBAZ - Warrant Clearing Account	Check	1053597	04/18/2017	Accounts Payable	NAPA	54.33
Open	NBAZ - Warrant Clearing Account	Check	1053598	04/18/2017	Accounts Payable	NAVAJO COUNTY	125.00
Open	NBAZ - Warrant Clearing Account	Check	1053599	04/18/2017	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	128.10
Open	NBAZ - Warrant Clearing Account	Check	1053600	04/18/2017	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	1,916.13
Open	NBAZ - Warrant Clearing Account	Check	1053601	04/18/2017	Accounts Payable	NAVAJO WESTERNERS	12.04
Open	NBAZ - Warrant Clearing Account	Check	1053602	04/18/2017	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	11,695.06
Open	NBAZ - Warrant Clearing Account	Check	1053603	04/18/2017	Accounts Payable	NOEL'S INC	124.80
Open	NBAZ - Warrant Clearing Account	Check	1053604	04/18/2017	Accounts Payable	NORCHEM DRUG TESTING LABORATORY	1,678.00
Open	NBAZ - Warrant Clearing Account	Check	1053605	04/18/2017	Accounts Payable	NORTHERN TOOL & EQUIPMENT CO	195.44
Open	NBAZ - Warrant Clearing Account	Check	1053606	04/18/2017	Accounts Payable	NOTAH, ANTONY C	209.00
Open	NBAZ - Warrant Clearing Account	Check	1053607	04/18/2017	Accounts Payable	OCTOPUS CAR WASH INC	35.45
Open	NBAZ - Warrant Clearing Account	Check	1053608	04/18/2017	Accounts Payable	ORONA, MATTHEW FRANK	167.00
Open	NBAZ - Warrant Clearing Account	Check	1053609	04/18/2017	Accounts Payable	ORONA, MIKE	167.00
Open	NBAZ - Warrant Clearing Account	Check	1053610	04/18/2017	Accounts Payable	PALMER, STORMY L	20.00
Open	NBAZ - Warrant Clearing Account	Check	1053611	04/18/2017	Accounts Payable	PERFECT PRINTZ LLC	2,467.19
Open	NBAZ - Warrant Clearing Account	Check	1053612	04/18/2017	Accounts Payable	PERSONNEL SAFETY ZEE MEDICAL	124.59
Open	NBAZ - Warrant Clearing Account	Check	1053613	04/18/2017	Accounts Payable	PUZZI, STEPHENIE	453.00
Open	NBAZ - Warrant Clearing Account	Check	1053614	04/18/2017	Accounts Payable	QUILL CORP	5,325.41
Open	NBAZ - Warrant Clearing Account	Check	1053615	04/18/2017	Accounts Payable	REDW LLC	2,000.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1053616	04/18/2017	Accounts Payable	RIM COUNTRY MECHANICAL	1,350.00
Open	NBAZ - Warrant Clearing Account	Check	1053617	04/18/2017	Accounts Payable	ROGER THE PLUMBER	734.48
Open	NBAZ - Warrant Clearing Account	Check	1053618	04/18/2017	Accounts Payable	ROMERO, ANGELA C	61.53
Open	NBAZ - Warrant Clearing Account	Check	1053619	04/18/2017	Accounts Payable	ROMERO, DAVID JULIAN	927.61
Open	NBAZ - Warrant Clearing Account	Check	1053620	04/18/2017	Accounts Payable	RUSH TRUCK CENTER	448.49
Open	NBAZ - Warrant Clearing Account	Check	1053621	04/18/2017	Accounts Payable	S & S SELF STORAGE	94.00
Open	NBAZ - Warrant Clearing Account	Check	1053622	04/18/2017	Accounts Payable	SAFEWAY INC	136.80
Open	NBAZ - Warrant Clearing Account	Check	1053623	04/18/2017	Accounts Payable	SANCHEZ, IRENE	411.00
Open	NBAZ - Warrant Clearing Account	Check	1053624	04/18/2017	Accounts Payable	SANDERS UNIFIED SCHOOL DISTRICT	325.00
Open	NBAZ - Warrant Clearing Account	Check	1053625	04/18/2017	Accounts Payable	SANDOVAL, PATRICK J	1,071.28
Open	NBAZ - Warrant Clearing Account	Check	1053626	04/18/2017	Accounts Payable	SECURUS TECHNOLOGIES INC	1,955.63
Open	NBAZ - Warrant Clearing Account	Check	1053627	04/18/2017	Accounts Payable	SETON NAME PLATE CO	1,524.00
Open	NBAZ - Warrant Clearing Account	Check	1053628	04/18/2017	Accounts Payable	SHELL OIL	1,228.14
Open	NBAZ - Warrant Clearing Account	Check	1053629	04/18/2017	Accounts Payable	SHEPHERD, ALTON JOE	522.94
Open	NBAZ - Warrant Clearing Account	Check	1053630	04/18/2017	Accounts Payable	SKY BLUE HVAC LLC	4,517.00
Open	NBAZ - Warrant Clearing Account	Check	1053631	04/18/2017	Accounts Payable	SLOAN, DALE	209.00
Open	NBAZ - Warrant Clearing Account	Check	1053632	04/18/2017	Accounts Payable	SLOAN, TERRIE J	224.34
Open	NBAZ - Warrant Clearing Account	Check	1053633	04/18/2017	Accounts Payable	SMITH, TERRY D	33.82
Open	NBAZ - Warrant Clearing Account	Check	1053634	04/18/2017	Accounts Payable	SPARKLETTS WATER	210.01
Open	NBAZ - Warrant Clearing Account	Check	1053635	04/18/2017	Accounts Payable	SPIVEY, LANCE	1,125.00
Open	NBAZ - Warrant Clearing Account	Check	1053636	04/18/2017	Accounts Payable	SPRINGVILLE AUTO WRECKERS	425.00
Open	NBAZ - Warrant Clearing Account	Check	1053637	04/18/2017	Accounts Payable	ST JOHNS CITY	143.81
Open	NBAZ - Warrant Clearing Account	Check	1053638	04/18/2017	Accounts Payable	ST JOHNS GLASS	284.04
Open	NBAZ - Warrant Clearing Account	Check	1053639	04/18/2017	Accounts Payable	ST JOHNS SUBWAY	81.01
Open	NBAZ - Warrant Clearing Account	Check	1053640	04/18/2017	Accounts Payable	ST JOHNS UNITED DRUG	34.73
Open	NBAZ - Warrant Clearing Account	Check	1053641	04/18/2017	Accounts Payable	STERICYCLE INC	72.13
Open	NBAZ - Warrant Clearing Account	Check	1053642	04/18/2017	Accounts Payable	SUMMIT HEALTHCARE MEDICAL ASSOCIATES	125.00
Open	NBAZ - Warrant Clearing Account	Check	1053643	04/18/2017	Accounts Payable	TESSCO INC	78.64
Open	NBAZ - Warrant Clearing Account	Check	1053644	04/18/2017	Accounts Payable	THE UNIVERSITY OF ARIZONA	6,250.00
Open	NBAZ - Warrant Clearing Account	Check	1053645	04/18/2017	Accounts Payable	THOMSON REUTERS WEST	2,614.24
Open	NBAZ - Warrant Clearing Account	Check	1053646	04/18/2017	Accounts Payable	TJP COMMUNICATIONS	125.00
Open	NBAZ - Warrant Clearing Account	Check	1053647	04/18/2017	Accounts Payable	TSOSIE, CRAIG	43.03
Open	NBAZ - Warrant Clearing Account	Check	1053648	04/18/2017	Accounts Payable	UDALL, NOLAN	155.00
Open	NBAZ - Warrant Clearing Account	Check	1053649	04/18/2017	Accounts Payable	VALLEJOS, ASIANO M	23.74
Open	NBAZ - Warrant Clearing Account	Check	1053650	04/18/2017	Accounts Payable	VALLEY AUTO PARTS	1,504.74
Open	NBAZ - Warrant Clearing Account	Check	1053651	04/18/2017	Accounts Payable	VERIZON WIRELESS	734.36
Open	NBAZ - Warrant Clearing Account	Check	1053652	04/18/2017	Accounts Payable	WAITE, STACY A	1,500.00
Open	NBAZ - Warrant Clearing Account	Check	1053653	04/18/2017	Accounts Payable	WEBGROUP MEDIA LLC	2,430.00
Open	NBAZ - Warrant Clearing Account	Check	1053654	04/18/2017	Accounts Payable	WENGERT, DELWIN	39.00
Open	NBAZ - Warrant Clearing Account	Check	1053655	04/18/2017	Accounts Payable	WESTERN DETENTION PRODUCTS INC	1,712.82
Open	NBAZ - Warrant Clearing Account	Check	1053656	04/18/2017	Accounts Payable	WESTERN DRUG COMPANY	253.74
Open	NBAZ - Warrant Clearing Account	Check	1053657	04/18/2017	Accounts Payable	WHITE MOUNTAIN COUNSELING	255.00
Open	NBAZ - Warrant Clearing Account	Check	1053658	04/18/2017	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	277.24
Open	NBAZ - Warrant Clearing Account	Check	1053659	04/18/2017	Accounts Payable	WHITE MOUNTAIN PURIFIED WATER & ICE	79.50

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1053660	04/18/2017	Accounts Payable	WHITING, GARRET LEE	1,800.00
Open	NBAZ - Warrant Clearing Account	Check	1053661	04/18/2017	Accounts Payable	WHITING, MICHAEL B	528.90
Open	NBAZ - Warrant Clearing Account	Check	1053662	04/18/2017	Accounts Payable	WILLIAMS PLUMBING AND GALLUP PUMPING SERVICE	60.00
Open	NBAZ - Warrant Clearing Account	Check	1053663	04/18/2017	Accounts Payable	WOODLAND BUILDING CENTER	1,466.86
Open	NBAZ - Warrant Clearing Account	Check	1053664	04/18/2017	Accounts Payable	WORLD OF TRAVEL	2,313.60
Open	NBAZ - Warrant Clearing Account	Check	1053665	04/18/2017	Accounts Payable	WRIGHT EXPRESS FSC	257.33
Open	NBAZ - Warrant Clearing Account	Check	1053666	04/18/2017	Accounts Payable	YELLOWHORSE, JAY	1,489.12
Open	NBAZ - Warrant Clearing Account	Check	1053698	04/18/2017	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	1,173.41
Open	NBAZ - Warrant Clearing Account	Check	1053699	04/18/2017	Accounts Payable	APACHE COUNTY FSA	367.70
Open	NBAZ - Warrant Clearing Account	Check	1053700	04/18/2017	Accounts Payable	APACHE COUNTY HSA	2,429.58
Open	NBAZ - Warrant Clearing Account	Check	1053701	04/18/2017	Accounts Payable	APACHE COUNTY MEDICAL	153,348.95
Open	NBAZ - Warrant Clearing Account	Check	1053702	04/18/2017	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	138,801.60
Open	NBAZ - Warrant Clearing Account	Check	1053703	04/18/2017	Accounts Payable	ASRS LEGACY EORP	1,089.96
Open	NBAZ - Warrant Clearing Account	Check	1053704	04/18/2017	Accounts Payable	AZ STATE RETIREMENT SYSTEM	91,480.84
Open	NBAZ - Warrant Clearing Account	Check	1053705	04/18/2017	Accounts Payable	CALIFORNIA STATE DISBURSEMENT UNIT	222.00
Open	NBAZ - Warrant Clearing Account	Check	1053706	04/18/2017	Accounts Payable	CHILD SUPPORT SERVICES ORS	235.49
Open	NBAZ - Warrant Clearing Account	Check	1053707	04/18/2017	Accounts Payable	CINCINNATI LIFE INS CO	28.00
Open	NBAZ - Warrant Clearing Account	Check	1053708	04/18/2017	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,286.44
Open	NBAZ - Warrant Clearing Account	Check	1053709	04/18/2017	Accounts Payable	CORRECTIONS OFFICER RET PLAN	6,385.09
Open	NBAZ - Warrant Clearing Account	Check	1053710	04/18/2017	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	4,549.33
Open	NBAZ - Warrant Clearing Account	Check	1053711	04/18/2017	Accounts Payable	ECMC	8.07
Open	NBAZ - Warrant Clearing Account	Check	1053712	04/18/2017	Accounts Payable	EODCRS DISABILITY	18.42
Open	NBAZ - Warrant Clearing Account	Check	1053713	04/18/2017	Accounts Payable	EORP LEGACY	1,288.26
Open	NBAZ - Warrant Clearing Account	Check	1053714	04/18/2017	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
Open	NBAZ - Warrant Clearing Account	Check	1053715	04/18/2017	Accounts Payable	NATIONWIDE	1,830.00
Open	NBAZ - Warrant Clearing Account	Check	1053716	04/18/2017	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	1,030.62
Open	NBAZ - Warrant Clearing Account	Check	1053717	04/18/2017	Accounts Payable	NATIONWIDE TRUST FSB	717.00
Open	NBAZ - Warrant Clearing Account	Check	1053718	04/18/2017	Accounts Payable	NEW MEXICO HUMAN SERVICES DEPT	185.50
Open	NBAZ - Warrant Clearing Account	Check	1053719	04/18/2017	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	7,744.21
Open	NBAZ - Warrant Clearing Account	Check	1053720	04/18/2017	Accounts Payable	PUBLIC SAFETY SHERIFF RET	39,762.60
Open	NBAZ - Warrant Clearing Account	Check	1053721	04/18/2017	Accounts Payable	RIO PUERCO ACRES	495.00
Open	NBAZ - Warrant Clearing Account	Check	1053722	04/18/2017	Accounts Payable	SECURITY BENEFIT GROUP	650.00
Open	NBAZ - Warrant Clearing Account	Check	1053723	04/18/2017	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	2,781.02
Open	NBAZ - Warrant Clearing Account	Check	1053724	04/20/2017	Accounts Payable	GALLEGOS, OLIVIA SELENE	258.00
Open	NBAZ - Warrant Clearing Account	Check	1053725	04/20/2017	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	1,043.44
Open	NBAZ - Warrant Clearing Account	Check	1053726	04/20/2017	Accounts Payable	TJP COMMUNICATIONS	3,470.08
Open	NBAZ - Warrant Clearing Account	Check	1053727	04/24/2017	Accounts Payable	AZ DEPT OF REVENUE	58.03
Open	NBAZ - Warrant Clearing Account	Check	1053728	04/24/2017	Accounts Payable	BENALLY, JULIA	300.00
Open	NBAZ - Warrant Clearing Account	Check	1053729	04/24/2017	Accounts Payable	MCCARTHY, CHRIS	115.00
Open	NBAZ - Warrant Clearing Account	Check	1053730	04/24/2017	Accounts Payable	THOMAS, JEREL	215.80

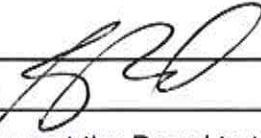
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: _____

4/24/17 

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 April 17, 2017 and April 18, 2017

BOS Meeting Date Requested 5/2/17

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 _____



OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS WORK SESSION MEETING
April 17, 2017
Southfork, Arizona

Present were: Chairman Joe Shirley, Jr. and Vice Chairman Doyel Shamley and Supervisor Alton Joe Shepherd. Also present, County Manager/Clerk of the Board Delwin Wengert, County Attorney Michael Whiting and staff.

Chairman Shirley called to order the Board of Supervisors work session meeting at 12:10 p.m. at the X Diamond Ranch Southfork, Event Hall, 300 Southfork Road, Southfork, Arizona and welcomed all in attendance.

Following a lunch at X Diamond Ranch, the Apache County Board of Supervisors toured local sawmill operations, wood processing facilities, and forest thinning projects.

The vehicle included Chairman Shirley, Vice Chairman Shamley, Supervisor Shepherd, County Manager Delwin Wengert and Assistant Clerk of the Board, Beth Bond.

At 1:00 p.m. the vehicle left Southfork headed toward Eagar. Supervisor Shamley provided an overview of the area.

1:22 arrived at Nicolls processing facility. Trevor Nicolls hosted the tour and explained the many different area wood products his operation produces. Mr. Nicolls stated there is zero waste with wood, the scraps are used to make pellets and smaller waste is used in their boilers during the winter to keep the chemicals used in the wood processing from freezing.

The Board observed a firewood splitting machine process a log into firewood.

County Attorney Michael Whiting joined the group and the vehicle headed to Greer at 2:00 p.m. The Board toured the Wallow Fire burn site and compared areas where forest thinning has been completed. The group stopped briefly at the Reidhead Logging site. Mr. Shamley stated Reidheads were finding it difficult to find skilled workers to process the lumber.

At 2:16 p.m. the group visited the property of Herb Owens in Greer to see up close, the successful forest thinning that has been completed. Mr. Shamley pointed out the abundant forest animals that are now in the area and the thinning has even taken some species off the threatened and endangered list due to the thinning and clearing of the forest floor.

The tour passed Greer lake area at 2:30 p.m. Mr. Shamley spoke about the infestation of the bark beetle and the lack of thinning which leads to disease in the forest.

The Board headed back to Southfork at 2:45 p.m.

Tour ended.

Chairman Shirley reconvened the Work session at the X Diamond Ranch, Event Hall, 300 Southfork Road, in Southfork, Arizona at 3:10 p.m.

Chairman Shirley stated the tour of the sawmill operations, wood processing facilities and forest thinning projects was very informational and the benefits of having a firewood cutting machine that could be transported to all areas within the county to cut wood for those in need.

Mr. Wengert presented the item regarding House Bill 2066 regarding aggravated DUI, sentencing and use of County jail facilities to house incarcerated individuals. Barry Aarons, with the Aarons Company was called and provided an overview of the status of the bill and the County needs to continue to encourage their representatives to support the bill. Mr. Aarons stated he can set up appointments with legislators in the Board requested.

Ryan Patterson, Finance Director presented a power point overview of the 2017-2018 HURF, Jail, and General Fund Budgets and the projections for where any additional revenue may come from. Ferrin Crosby, County Engineer stated the HURF revenue should see a slight increase in the budget next year.

Bruce Greco and Supervisor Shamley presented an update on current and ongoing natural resource issues throughout Apache County. A discussion was held regarding the challenges and the successes with the thinning projects.

Mr. Wengert presented the item regarding a proposed firewood program within Apache County. A discussion was held regarding the need for firewood during the last snow emergency. Chairman Shirley stated he was impressed with seeing the mountain and how the Wallow Fire was stopped in areas due to thinning projects and the wood that could be harvested and used for firewood throughout Apache County. Mr. Shirley stated the county needed to look into the possibility of partnering with the Navajo Nation in the future to thin forest areas and use the wood for firewood for the needy.

Sheriff Dedman presented an item for discussion on the possibility of proposing to the Navajo Nation Council, a 1-2% tax Navajo Nation to support County Governmental operations and services on Navajo lands. Sheriff Dedman stated there needs to be legislature going to create a tax to give to counties that assist on the Navajo Nation. A discussion was held regarding the options Nation to support County Governmental operations and services on Navajo lands.

Patrick Sandoval, District I Road Manager stated Sheriff Dedman stated there are 110 chapters on the Navajo Nation and 32 are in Apache County as well as 11 counties and 3 are in Arizona and it would be beneficial to create focus grip to look into the possibility of reaching out to the Navajo Nation for assistance.

Treasurer Marleita Begay presented the overview of the restructure of the personnel positions within the Treasurer's Office. Mr. Wengert stated the changes Treasurer Begay is wanting will put her current budget over and higher than other small counties Treasurer's offices throughout the state.

County Attorney Whiting presented an overview of the County purchasing policy, gift clause issues, and other matters regarding the expenditure of public funds.

District III Supervisor Doyel Shamley provided an update on veteran's issues and assistance. Mr. Shamley stated he is working on increasing space for veteran's service workers and appreciates the good work being done on behalf of the veterans.

Chairman Shirley closed the meeting.

Diamond X Ranch hosted a dinner at 6:00 p.m.

Approved this 2nd day of May, 2017.

Joe Shirley, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING
April 18, 2017
St. Johns, Arizona

Present were: Chairman Joe Shirley, Jr. and Vice Chairman Doyel Shamley. Also present, County Manager/Clerk of the Board Delwin Wengert and County Attorney Michael Whiting. Supervisor Alton Joe Shepherd participated via the telephone.

Chairman Shirley called to order the Board of Supervisors meeting at 8:34 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona, and welcomed all in attendance.

Travis Simshauser led the Pledge of Allegiance.

Chris Sexton gave the invocation.

Chairman Shirley called for the Public Health Services District item.

Chris Sexton, Health Director, submitted the Clinical Services Quarterly Update for the 3rd quarter. Mr. Shepherd asked about the services provided on the Navajo reservation. Mr. Sexton stated Navajo Nation handles the health issues on reservation lands, but the Health Department does conduct immunization clinics administered at schools and fire houses and would be happy to do what they could if they had a location available for additional services such as well woman and family planning. Mr. Shepherd stated he understood; he just did not want non-Navajo individuals who may be living on Navajo lands, be overlooked and he would like to see services extended throughout all of Apache County. Mr. Shepherd stated he is aware there are funding and resource issues, but services need to be provided as much as possible. Mr. Sexton stated he would be happy to meet with Mr. Shepherd to discuss the options. No action was needed or taken.

Mr. Shamley moved to adjourn the Public Health Services District, seconded by Mr. Shepherd. Vote was unanimous.

Chairman Shirley called for the regular agenda items.

Mr. Wengert stated Milan Eaton, Arizona Department of Education who was to present on Arizona Broadband for Education Initiative was ill and requested to reschedule. Chairman Shirley move the item to the next meeting.

Mr. Wengert presented the item for discussion and possible action following a report from the Apache County Treasurer concerning the County budget reconciliations and if needed, a possible executive session for legal advice pursuant to A.R.S. 38-431.03 (A) (3). Treasurer Begay addressed the Board and provided the history of the audits over the past several years. Ms. Begay stated the Auditor General emailed her confirmation of the audit submission and stated Travis Ward, a CPA with the Auditor General's Office stated he has not encountered any issue with the

2015 audit, so she is just waiting on the close-out report. Chairman thanked Ms. Begay for the report. There was no action needed or taken.

Treasurer Marleita Begay presented the request for approval to restructure the Apache County Treasurer's office using the following process steps:

- A. Make the Part time Senior Accountant position a full time position,
- B. Remove the Accountant position and replace it with an Accounting Specialist 3 position
- C. Remove the Tax Lien/Bankruptcy Supervisor position and replace it with a Personal Property/Back Tax Assistant 3
- D. Add an Accounting Specialist 2 position.
- E. Promote Candice Davis into the Senior Accountant position at a salary of \$46,432.24,
- F. Promote Analese Castillo into the Accounting Specialist 3 position at a salary of \$28,631.32
- G. Promote Dawn Yarosh into the Personal Property/Back Tax Assistant 3 position with a salary of \$25,321.00

Mr. Shepherd asked how this affects the treasurer's budget; he had researched other treasurer's offices in other counties budgets and their staffing. Ms. Begay stated she has adequate funding for the remainder of this year but would need an increase in her budget next year, but she did return \$14,000 last year. A discussion was held regarding possible options that are available. Mr. Wengert stated he and Human Resources have looked at the proposal and by addition Item D. to her budget, it would increase from \$489,000 to \$511,000 which is a larger budget than any other Arizona small county treasurer budget. Mr. Shepherd asked if this could wait and be built into next year's budget, based on the projections of next year's finances. Treasurer Begay stated the reason she is asking for another employee is for that person to tackle the state deeded land auction; the last time it was done was six years ago, and that is revenue that can be brought into the county, and she is hesitant to start a project with limited staff. Mr. Wengert stated at the work session held yesterday, comparisons of staff in Apache as well as other treasurer's offices in the other small counties was shared, and Ms. Begay is asking to increase her staff to a total of 7, and looking at the other small counties, Gila has 7, Navajo County has 6 employees, Greenlee has 3.5 and Graham has 4 so if we go to 7, we will be on the higher end of the small counties. Mr. Wengert stated a comparison of the budgets of the small counties was done, and asked Finance Director Patterson to provide an overview of the budgets of other small counties. Mr. Patterson stated he compared Gila, Graham, Navajo, Santa Cruz, Greenlee and LaPaz and it was noted that given the additional \$22,000 needed to fill the position, our treasurer's budget would be about \$93,000 above the average of those six counties, and about \$107,000 above the actual spending for each of those counties. Mr. Patterson stated since 2013 the treasurer's budget has gone up 45% to provide necessary services, which is double to any other department over those past five years. Mr. Patterson stated Mr. Shepherd had asked where the additional money would come from, and it would be similar to what has been done over the past five years for that department; it would come from the money that goes to raises for employees, additional services, etc. Mr. Shirley asked Mr. Patterson if he was aware of the deed sale revenue Treasurer Begay referenced. Mr. Patterson stated he was aware it has been several years since it was looked at, but as to why it has not been done, he is not sure why Ms. Begay or her predecessor have not done the deed sale. Mr. Shamley stated he would like more information

before he can make a decision. Ms. Begay asked if A, B, C, E, F, and G, could be approved immediately, and in regard to her budget going up in the past, that was for postage of tax bills. A discussion was held regarding the restructure of the positions. Mr. Wengert stated the big cost to the restructure is item D, the addition of a full time position and would stay within her budget. Chief Deputy David Romeo addressed the Board, and explained the restructure is a huge priority in their office, and the temporary employment of a worker in their office ends next week and asked to approve everything except Item D, and will result in a savings of approximately \$10,000. **Mr. Shamley made the motion to approve with Item D being removed, and have the Treasurer work within her current budget, seconded by Mr. Shepherd.** Mr. Shirley stated the motion is to approve A,B,C,E,F & G, with the elimination of Item D. Mr. Shirley stated along with the approval of those items, the restructure needs to be done to stay within the treasurer's current budget and asked if there was sufficient funds to increase the Senior Accountant position from part time (32 hours) to full time. Treasurer Begay stated the hourly rate is going down, so that savings will cover the position. Mr. Wengert stated with the elimination of item D, there will be a savings of about \$11,550 in savings. Vote was unanimous.

Treasurer Marleita Begay, requested approval of an "Addendum to Certificate of Bank Accounts/Addendum to Certificate of Authority" and a resolution to open two new bank accounts with National Bank of Arizona and add authorized signors to the accounts for the Sheriff's Office and this request is a conjuncture of the banking services RFP that was approved by the Board on April 7, 2015. **Mr. Shamley moved approval, seconded by Mr. Shepherd.** Ms. Begay thanked the sheriff for working with her to move these accounts under National Bank and stated there were still some accounts that need to be moved under the treasurer's umbrella. Vote was unanimous.

Treasurer Marleita Begay, requested approval of a "Certificate of Abatement of Taxes" pursuant to ARS 42- 18351, 42-18352, and 42-18353. This certificate impacts parcels and mobile home account numbers 204-18-002, M0400010, M1100338, M9900265, 201-70-112, 201-08-007, 211-26-009E. Total taxes to be abated; one thousand, seven hundred ninety one dollars and fifty five cents (\$1791.55). The total interest to be abated; six hundred eighty five dollars and sixty five cents (\$685.65). The total fees to be abated; one hundred three dollars and eighty five cents (\$103.85) for a total of two thousand, five hundred eighty one dollars and five cents (\$2,581.05). **Mr. Shamley moved approval, seconded by Mr. Shirley.** Motion passed.

The phone connection to Mr. Shepherd was temporarily lost. Chairman Shirley continued the meeting while reconnecting the call.

Mr. Wengert presented the Consent Items A-F. **Mr. Shamley moved approval of items A-F, seconded by Mr. Shirley.** County Manager/Clerk of the Board: A. Request approval of demands as distributed to the Apache County Board of Supervisors between April 4, 2017 and April 18, 2017. Payee Amount Shirley, Joe Junior 2,087.12 Rogers, Kent 1,134.07 Stradling, Reed 1,437.76 King, Walter Scott 1,188.66 Burbank, Lorenzo 1,077.92 AMERICAN FAMILY LIFE ASSURANCE 1,173.41 APACHE COUNTY HSA 2,319.58 APACHE COUNTY MEDICAL 154,315.45 APACHE COUNTY TAX WITHHOLDING 131,399.97 ASRS LEGACY EORP1,089.96 AZ STATE RETIREMENT SYSTEM 91,396.97 COLONIAL LIFE AND ACCIDENT INS 1,302.33 CORRECTIONS OFFICER RET PLAN 6,299.92 CORRECTIONS

OFFICER RETIREMENT PLAN 520 4,589.66 EORP LEGACY 1,288.26 NATIONWIDE
1,730.00 NATIONWIDE RETIREMENT SOL EODCRS 1,030.62 PUBLIC SAFETY
PERSONNEL 401 8,801.84 PUBLIC SAFETY SHERIFF RET 41,070.33 SUPPORT
PAYMENT CLEARINGHOUSE 2,384.63 A TO Z TIRE & BATTERY INC 3,049.26 AMIGO
CHEVROLET 1,113.42 AZ SUPREME COURT 2,671.00 AZLGEBT 305,898.14 BENDER,
JUDITH A 6,200.00 BILLS DISCOUNT AUTO PARTS (NAPA) 1,190.40 BOOT BARN
1,330.33 BRADCO 23,395.63 CDW GOVERNMENT LLC 3,125.24 COULTER CADILLAC
INC 5,015.76 COURTESY CHEVROLET 35,037.50 DELL COMPUTER CORPORATION
1,933.66 DENNISON, ANDREW 3,892.00 EMPIRE MACHINERY 4,558.23 FRONTIER
1,755.40 GRAVES PROPANE CO INC 1,663.36 HILLYARD/FLAGSTAFF 1,396.57 HOME
DEPOT 1,351.09 HUMAN SERVICES CONSULTANTS 5,056.16 LESUEUR ADVANCE
AUTOMOTIVE LLC 1,301.71 MASS TRANSCRIPTIONS 2,295.50 MERCK SHARP &
DOHME CORP 1,900.80 NATIONAL BANK OF ARIZONA 1389 3,039.16 NATIONAL
BANK OF ARIZONA 0085 3,918.32 NATIONAL BANK OF ARIZONA 0285 3,207.96
NATIONAL BANK OF ARIZONA 0301 3,737.30 OPTICS PLANET INC 1,088.00 PACIFIC
PONDEROSA CO INC 13,028.64 PFIZER INC 1,657.38 PRO PETROLEUM 15,693.60
PROFORCE LAW ENFORCEMENT 1,3,280.07 QUILL CORP 3,943.87 RUSH TRUCK
CENTER 3,634.17 SANDOVAL, PATRICK J 1,092.59 SECURUS TECHNOLOGIES INC
3,020.84 STRADLING, CHERYL 1,097.36 SUMMIT HEALTHCARE ASSOCIATION INC
27,225.36 SW ECOLOGY LLC 1,626.70 THE AARONS COMPANY LLC 3,000.00
TJP COMMUNICATIONS 4,120.36 TRINITY SERVICES GROUP INC 16,201.38
TYLER TECHNOLOGIES INC 71,631.70 ULINE INC 1,147.84 VALLEY AUTO PARTS
1,420.21 WRIGHT EXPRESS FSC 1,572.69 YAVAPAI COUNTY GOVERNMENT
3,350.00 AZ DEPT OF RISK MANAGEMENT 1,237.44 DENNISON, ANDREW 1,946.00
DENNISON, ANDREW 1,946.00 J&W SURVEYING 4,830.00 ALLEGRA 1,022.92
ALLY FINANCIAL 102,030.20 AMIGO CHEVROLET 2,556.90 AZLGEBT 310,884.26
BENALLY, CAROLYN 1,006.67 BILLS DISCOUNT AUTO PARTS (NAPA) 1,610.08
BLUE HILLS ENVIRONMENTAL 2,178.36 BRADCO 16,817.69 BREWER LAW OFFICE
PLLC 8,500.00 BURNHAM MORTUARY 1,400.00 BURNHAM MORTUARY 1,400.00
BURNHAM MORTUARY 1,400.00 C2G ENTERPRISES 1,700.00 CANNON
CONSULTANTS LLC 4,850.00 CDW GOVERNMENT LLC 1,859.91 CHAPMAN FORD
LLC 38,126.46 CONSOLIDATED ELECTRICAL DISTRIBUTORS 6,524.75
COORDINATED CONSULTING SERVICES 2,755.00 COPPERSTATE DRILLING &
SUPPLY INC 34,308.45 CRAFTCO INC 29,465.83 ELECTRONIC CENTER INC
3,816.38 EMPIRE MACHINERY 1,615.80 GUINN, ADA C 1,185.03 HAMBLIN LAW
OFFICE PLC 8,500.00 HUMAN SERVICES CONSULTANTS 5,509.32 ITSECUREONE
4,224.54 J&B TRAILER WORLD 7,170.00 KATHLEEN M MCGUIRE PSY D LLC
2,610.00 L R INVESTIGATIONS LLC 1,374.04 LARRY TRAVIS HEAP 1,312.20
LAW OFFICE OF DIRK LEGATE PLLC 8,500.00 MERCK SHARP & DOHME CORP
1,127.58 NAVOPACHE ELECTRIC COOPERATIVE 7,266.69 ORACLE ENGINEERING
GROUP INC 2,520.00 PATTERSON, DANA BRYCE 8,500.00 PENA, KERRY 1,564.06
PITNEY BOWES RESERVE ACCOUNT 5,000.00 QUILL CORP 5,368.63 SCHIFF,
LAURENCE 1,800.00 SHOW LOW FORD INC 55,746.74 SIERRA PROPANE 1,448.58
ST JOHNS CITY 1,523.68 ST JOHNS CITY 6,850.59 SW ECOLOGY LLC 1,410.41
SWEETLANDS COMPLETE AUTO 1,076.25 SYMBOL ARTS 4,075.00 THE LAW OFFICE
OF ELIZABETH M HALE 1,498.75 THE LIBRARY STORE INC 1,553.70 TIME

MASTERS 2,640.00 US GEOLOGICAL SURVEY 5,600.00 VERIZON WIRELESS 1,565.81 WILKINS, TAMMI JO 1,138.04 WILTBANK, WILLIAM WADE 1,205.72 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 March 28, 2017 and April 4, 2017. C. Request approval of a Special Event Liquor License application for Terry Fillipi, Alpine Business Association, for the Alpine Blues Music Festival on June 16 & 17, 2017, located at 42665 Highway 180, in Alpine, Arizona. Community Development: D. Notification to the public of multiple community meetings to be held in May, June and July regarding the Apache County Comprehensive Plan. The meetings are for gathering ideas and concerns from community members to help in the development of the Comprehensive Plan. The meeting schedule will be posted on the county website, social media, the newspaper, and locations around the county. E. Request approval to waive the permit fee for a Temporary Use Permit for the Greer Civic Association, a non-profit organization to hold Greer Days, an annual community event in Greer, June 9th, 10th & 11th, 2017. A temporary Use Permit fee is \$300. F. Sheriff's Office: Notification of the retirement of Deputy Sheriff III, Chris Oakes and request approval to payout his sick leave balance. This request is made in accordance with Apache County Human Resources policy 3.25. Motion passed.

Supervisor Shepherd was reconnected to the meeting.

Devon Brown, Community Development Director, requested approval of an Amended Plat Map by applicants Joshua and Jessica McGinnis. The Applicants want to combine Lots 51 & 52 of the Ojo Bonito Estates Subdivision, parcel numbers 106-58-51/52, located near Vernon, AZ. Mr. Brown stated the applicants are requesting the waiver of procedural requirements, and approval of the Amended Plat Map under the appeals process of Section 11 of the Subdivision Ordinance. Mr. Brown provided an overview of the issue and stated the ordinance allows the applicant to come before the Board of Supervisors to request a waiver, if the ordinance process will cause a hardship. Mr. Brown stated the applicants have notified their neighbors and their HOA siting no objections and based on that, he recommended an approval by the Board which would be to waive the unnecessary requirement of the ordinance. **Mr. Shamley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Devon Brown, Community Development Director, requested renewal of a contract between Apache County and the Arizona Department of Housing, the Office of Manufactured Housing. The contract would grant Apache County the authority to continue to inspect the installation of manufactured houses within the county. **Mr. Shamley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Ferrin Crosby, County Engineer, requested the item award Bid #201703 for a firewood processor be removed from the agenda. Chairman Shirley removed the item.

Malena Bazaruto, Grants Manager, requested adoption of the annual fair housing proclamation and resolution, which recognizes April as Fair Housing Month in Apache County. **Mr. Shepherd moved approval, seconded by Mr. Shamley.** Vote was unanimous.

FAIR HOUSING PROCLAMATION

WHEREAS, The National Fair Housing Law of 1986, as amended by the Fair Housing Amendments Act of 1988 prohibits discrimination in housing and declares it a national policy to provide within constitutional limits, for fair housing in the United States; and

WHEREAS, the principle of Fair Housing is not only national law and national policy but a fundamental human concept and entitlement for all Americans; and

WHEREAS, April has traditionally been designated as Fair Housing Month in the United States;

NOW, THEREFORE, I Joe Shirley, Jr., Chairman of the Board of Apache County, do proclaim April as Fair Housing Month in Apache County and do hereby urge all citizens of this community to comply with the letter and spirit of the Fair Housing Law.

/s/ Joe Shirley, Jr.
Signature

Chairman of the Board
Title

Signed this 18th day of April, 2017.

FAIR HOUSING RESOLUTION 2017-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY ADOPTING A FAIR HOUSING POLICY, MAKING KNOWN ITS COMMITMENT TO THE PRINCIPLE OF FAIR HOUSING, AND DESCRIBING ACTIONS IT SHALL UNDERTAKE TO AFFIRMATIVELY FURTHER FAIR HOUSING.

WHEREAS, the Housing and Community Development Act of 1974 as amended requires that all applicants for Community Development Block Grant funds certify that they shall affirmatively further fair housing; and

WHEREAS, the Civil Rights Act of 1968 (commonly known as the Federal Fair Housing Act) and the Fair Housing Amendments Act of 1988 declare a national policy to prohibit discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing or in the provision of brokerage services, on the basis of race, color, religion, sex, disability, familial status or national origin; and

WHEREAS, fairness is the foundation of the American system and reflects traditional American values; and

WHEREAS, discriminatory housing practices undermine the strength and vitality of America and its people;

NOW, THEREFORE, BE IT RESOLVED THAT the Apache County Board of Supervisors hereby wish all persons living, working, doing business in or traveling through this County to know that:

discrimination in the sale, rental, leasing and financing of housing or land to be used for construction of housing, or in the provision of brokerage services on the basis of race, color, religion, sex, handicap, familial status or national origin is prohibited by Title VIII of the Fair Housing Act Amendments of 1988; and that it is the policy of Apache County to implement programs, within the constraints of its resources, to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex, handicap, familial status or national origin;

and within available resources Apache County will assist all persons who feel they have been discriminated against in housing issues on the basis of race, color, religion, sex, handicap familial status or national origin to seek equity under existing federal and state laws to file a complaint with the Arizona Attorney General's Office or the U.S. Department of Housing and Urban Development; and

that Apache County shall publicize this Resolution and thereby encourage owners of rental properties, developers, builders and others involved with housing to become aware of their respective responsibilities and rights under the Fair Housing Amendments Act of 1988 and any applicable state or local laws or ordinances; and that Apache County shall undertake the following actions to additionally "affirmatively further fair housing:"

Post this Resolution in County Buildings.

Make fair housing and housing discrimination information available to the citizens of Apache County.

PASSED AND ADOPTED BY THE APACHE COUNTY BOARD OF SUPERVISORS ON THIS 18th DAY OF APRIL 2017.

/s/ Joe Shirley, Jr.
Chair of the Board of Supervisors

ATTEST: APPROVED AS TO FORM:

Delwin Wengert
County Clerk

Michael Whiting
County Attorney

Malena Bazarro, Grants Manager, requested approval for Apache County to act as the fiscal agent for the White Mountain Regional Medical Center application, for the Ft. McDowell Proposition 202 Grant. Ms. Bazarro stated it would consist of basic administrative and financial reporting for the hospital, if they were awarded the grant, **Mr. Shamley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Commander Lance Spivey was present and represented the sheriff's office.

Sheriff Dedman was called and placed on the line.

Sheriff Dedman requested approval to re-instate the Apache County Sheriff's Office Reserve Program, which requires authorization payment by the Board, one thousand nine hundred fifty five dollars and fifty two cents (\$1,955.52) per year, per individual, on workman's compensation insurance or four hundred eighty eight dollars and eighty eight cents (\$488.88), per quarter, utilizing the sheriff's office budget. Sheriff Dedman stated the program was done away with years ago, but there seems to be a renewed interest in starting the program back. District I Road Manager, Patrick Sandoval asked if the reserves would be available in District I or District II as well. Sheriff stated the reserves would be countywide. **Mr. Shepherd moved approval, seconded by Mr. Shamley.** Mr. Shamley asked if this action only covered the workman's compensation. Sheriff stated yes. Vote was unanimous.

Commander Lance Spivey requested authorization for Apache County to enter into a Cooperative Law Enforcement Agreement (17-LE11030121-008), with the U.S. Forest Service for reimbursement by the Forest Service of up to \$5,000. The Agreement will allow a cooperative effort between Apache County and the Forest Service in connection with activities on National Forest Service (NFS) lands within Apache County, and to provide reimbursement to the Apache County Sheriff's Office for uniformed deputies with marked vehicles, to perform coverage on NFS lands, during busy summer weekends and holidays. **Mr. Shepherd moved approval, seconded by Mr. Shamley.** Vote was unanimous.

Ryan Patterson, Finance Director, requested approval to convert the currently vacant Internal Auditor (range 48) position to an Administrative Coordinator (Range 38) position and fill the vacancy, at a cost savings of about \$9,000. **Mr. Shamley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Annell Hounshell, Clerk of the Court, requested approval of the following:

- A. Convert the vacant Judicial Information System Manager position (range 28) to an Accounting Specialist III (range 28). This action will align the position with the actual duties.
- B. Convert a Courtroom III position (range 29), to an Office Manager (range 32). This action will align the position with the actual duties.

Mrs. Hounshell stated this will be a cost savings to her budget. **Mr. Shepherd moved approval, seconded by Mr. Shamley.** Vote was unanimous.

Mr. Wengert presented the item following a possible executive session for legal advice pursuant to A.R.S. 38-431.03 (A)(3), possible discussion and/or action regarding the county limestone pit. County Attorney Whiting stated a brief executive session was needed. **Mr. Shepherd moved to go into executive session, seconded by Mr. Shamley.** Vote was unanimous.

Executive session was held.

Chairman Shirley reconvened the meeting and Supervisor Shepherd was reconnected to the meeting.

Mr. Shepherd made the motion to come out of executive session, seconded by Mr. Shamley. Vote was unanimous.

Chairman Shirley stated there are some challenges that have come up regarding the limestone pit and directed staff to set an appointment with Fisher Industries this week in Phoenix, to speak with their representatives regarding the issues that have been presented (in executive session), to see if we can come to a resolution. No action was needed or taken.

Mr. Wengert presented notification of a meeting with Tucson Electric Power at 1:30 p.m. on April 19, 2017 at the County Supervisors Association (CSA) complex, 1905 W. Washington Street in Phoenix; the Eastern Arizona Counties Organization meeting at 3:00 p.m. on April 19, 2017 at the (CSA) complex, 1905 W. Washington Street, in Phoenix; a meeting with CSA Executive Director, Craig Sullivan on April 19, 2017 at 4:30 p.m. at the CSA complex, 1905 W. Washington Street, in Phoenix; the Small Counties Forum meeting at 5:30 p.m. on April 19, 2017 at the CSA complex, 1905 W. Washington Street, in Phoenix; and on April 20, 2017, the County Supervisors Association meeting at the CSA complex, 1905 W. Washington Street at 10:00 a.m., where two or more members of the Apache County Board of Supervisors may be in attendance. No action was needed or taken.

Chairman Shirley opened the floor for call to the public.

Sondra Crabtree addressed the Board regarding her problems with Frontier Communications internet and she heard they had plans to put in fiber optic lines, and that is great as long as Frontier updates their infrastructure, because she is concerned with having fast and reliable internet. Ms. Crabtree stated this issue affects every business in Apache County and asked the Board to put pressure on the Attorney General to conduct an investigation and possibly file a lawsuit against Frontier. Chairman Shirley asked Mr. Wengert to look into the issue.

Mr. Shepherd moved to adjourn, seconded by Mr. Shamley. Vote was unanimous.

Approved this 2nd day of May, 2017.

Joe Shirley, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:


4/24/17 

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

Request approval of a Proclamation supporting Buena Vista Children's Services, a non-profit organization for child abuse prevention. This Proclamation was also approved last year BOS Meeting Date Requested 5/2/17

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



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

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

DOYEL SHAMLEY
VICE CHAIR OF THE BOARD
DISTRICT III
P.O. Box 428, 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



DELWIN P. WENGERT, MANAGER-CLERK
ST. JOHNS, AZ 85936

Proclamation

WHEREAS, Buena Vista Children's Services, Inc. is a community-based, grassroots, nonprofit organization that offers child abuse prevention awareness, children's advocacy and child care recruitment services for the Department of Economic Security, Education and Professional Development in Navajo, Apache and Yavapai Counties; and

WHEREAS, every child is entitled to be loved, cared for, secure and safe, and it is the responsibility of our society to protect every child's inalienable right to life, liberty and the pursuit of happiness; and

WHEREAS, the hidden epidemic of child abuse, which crossed all boundaries of income, race, religion and ethnicity, continues to be one of our most serious public health issues, with over 90 percent of abuse perpetrated by people that children know, love and trust, and

WHEREAS, children who survive child abuse endure lasting physical, mental and emotional scars, including feeling of shame, self-doubt, poor self-image, the inability to trust others, learning disabilities, sleep disturbances, dating violence, difficulty in trust and coping skills, and eating, speech or post-traumatic stress disorders; and

WHEREAS, child abuse and neglect can be reduced by providing safe havens and emotional, social, legal and financial support for victims and at-risk families; and by holding offenders accountable, we can ensure that all of Arizona's children grow to their full potential as healthy citizens; and

WHEREAS, providing the proper support and enhancing a child's understanding of his or her own self-worth are crucial components in providing a bright future in raising healthy Arizona children.

NOW, THEREFORE, I Joe Shirley, Chairman on behalf of the Apache County Board of Supervisors, do hereby proclaim this month of April, 2017 as Child Abuse Prevention & Awareness Month.

IN THE COUNTY OF Apache and urge all citizens to cherish our children and protect them from harm.

Dated this 18th day of April, 2017.

ATTEST:

Joe Shirley, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board

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

TOM M. WHITE, JR.
VICE-CHAIR OF THE BOARD
DISTRICT II
P.O. Box 994, Ganado, AZ 86505

BARRY WELLER
MEMBER OF THE BOARD
DISTRICT III
P.O. Box 428, 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



DELWIN P. WENGERT, MANAGER-CLERK
ST. JOHNS, AZ 85936

Proclamation

WHEREAS, Buena Vista Children's Services, Inc. is a community-based, grassroots, nonprofit organization that offers child abuse prevention awareness, children's advocacy and child care recruitment services for the Department of Economic Security, Education and Professional Development in Navajo, Apache and Yavapai Counties; and

WHEREAS, every child is entitled to be loved, cared for, secure and safe, and it is the responsibility of our society to protect every child's inalienable right to life, liberty and the pursuit of happiness; and

WHEREAS, the hidden epidemic of child abuse, which crossed all boundaries of income, race, religion and ethnicity, continues to be one of our most serious public health issues, with over 90 percent of abuse perpetrated by people that children know, love and trust, and

WHEREAS, children who survive child abuse endure lasting physical, mental and emotional scars, including feeling of shame, self-doubt, poor self-image, the inability to trust others, learning disabilities, sleep disturbances, dating violence, difficulty in trust and coping skills, and eating, speech or post-traumatic stress disorders; and

WHEREAS, child abuse and neglect can be reduced by providing safe havens and emotional, social, legal and financial support for victims and at-risk families; and by holding offenders accountable, we can ensure that all of Arizona's children grow to their full potential as healthy citizens; and

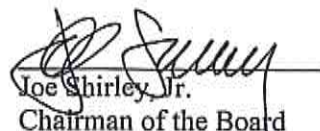
WHEREAS, providing the proper support and enhancing a child's understanding of his or her own self-worth are crucial components in providing a bright future in raising healthy Arizona children.

NOW, THEREFORE, I Joe Shirley, Chairman on behalf of the Apache County Board of Supervisors, do hereby proclaim this month of April, 2016 as Child Abuse Prevention & Awareness Month.

IN THE COUNTY OF Apache and urge all citizens to cherish our children and protect them from harm.

Dated this 19th day of April, 2016.

ATTEST:


Joe Shirley, Jr.
Chairman of the Board


Delwin Wengert
Clerk of the Board

ACES

Adverse Childhood Experiences

Adverse Childhood Experiences (ACE) can last a lifetime, but they don't have to. Early exposure to family violence, abusive treatment/neglect, alcohol and drug abuse, or separated/divorced parents can lead to health and social problems, risk-taking behaviors and a shortened lifespan. Safe, stable and nurturing relationships and communities can break the cycle of abuse and maltreatment. See the website at this address:

www.azpbs.org/strongkids

WHAT IS AN ACE?

Anyone growing up experiencing any of the following conditions in the household prior to age 18:

- Recurrent physical abuse
- Recurrent emotional abuse
- Contact sexual abuse
- An alcohol and/or drug abuser in the household
- An incarcerated household member
- Someone who is chronically depressed, mentally ill, institutionalized, or suicidal
- Mother is treated violently
- One or no parents
- Emotional or physical neglect

WHY ARE PREVENTION AND FAMILY SUPPORT IMPORTANT?

Child abuse and neglect is a serious problem in Arizona. In 2010 there were 33,669 reports of child abuse and neglect received by Child Protective Services.

Working with families before inappropriate parenting practices begin is essential. Studies show that nationwide, at least 80 percent of all severe abuse incidents occur among children under age five. The first few years of life are a critical developmental period and abuse or neglect during this time severely impacts normal development.

Providing family support services to families and preventing problems before they become crises is the most effective and economical way to help troubled families. The goal of family support is to help parents to create safe, stable, nurturing home environments that promote the safety of all family members as well as healthy child development. Get more info below:

www.azdes.gov/dcyf/opfs

EFFECTIVE WAYS TO PRAISE YOUR CHILD!

- Well Done! You're a Joy! Awesome!*
- Great! Bravo! Amazing! Marvelous! Cool!*
- Superb! Excellent! Way to Go! Terrific!*
- You Tried Hard! Your Help Counts!*
- You Made it Happen! Thumbs Up!*
- You Should be Proud! Fabulous!*



Regional Child Abuse Prevention Council
Serving the Verde Valley & Sedona



- ✓ Child Abuse Prevention Starts with YOU!
- ✓ Recognize the Signs!
- ✓ Report!



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Buena Vista Children's Services, Inc. is a non-profit organization based in the Verde Valley since 1997. The mission of BVCS is to create & implement quality educational, curriculum-based programs for children ages 0-12. BVCS is an equal opportunity employer and provider.

WHO DO YOU TRUST WITH YOUR CHILD?

Arizona has seen an increase from 51 child maltreatment deaths in 2008 to 70 in 2010, that's a startling 38% increase. Tragically, many of these children died at the hands of unsafe caregivers. Sometimes parents don't plan ahead or think it through. Other times they rush to trust someone who is untrustworthy. An unsafe caregiver could be a boyfriend or girlfriend, a neighbor or even a relative.



WARNING SIGNS OF AN UNSAFE CAREGIVER:

- Has problems with anger generally or is severely impatient when children have tantrums, cry or misbehave
- Is violent and/or controlling with their partner(s) or others
- Is physically or verbally abusive with children
- Abuses alcohol or other drugs, including marijuana
- Uses prescription medications that have bad side effects or make them drowsy
- Is not trustworthy for any reason - trust your instincts
- Is already stressed
- Your child is not happy to see the caregiver and has become anxious or withdrawn
- Is not open and honest about what they did during the time with your child
- The child has had multiple accidents that could have been avoided
- Your requests are not followed by the caregiver

For more information, visit this website:

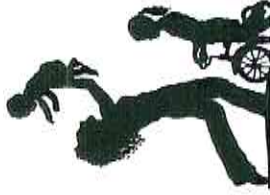
www.Childhelp.org/MyChild

CHILD ABUSE PREVENTION STARTS WITH YOU!

- ✓ Support programs for new parents
- ✓ Early and regular child and family screening and treatment
- ✓ Regulated Child Care
- ✓ Programs for abused children and young adults
- ✓ Crisis Centers
- ✓ Life skills training for children and young adults
- ✓ Self-help groups and other neighborhood supports
- ✓ Family Support Services
- ✓ Community Organizations

RECOGNIZE THE SIGNS!

- Emotional Abuse
- Shaken Baby Syndrome
- Child Neglect
- Physical Abuse
- Sexual Abuse



REPORT!

WHO?

WHEN?

HOW?

If you have concerns about your child or your child's caregiver — call the 24-hour Hot-Line



TAX CHECK OFF

"PUT THE CHECK ON CHILD ABUSE"

CHILD ABUSE PREVENTION FUND

MAKE A DONATION ON YOUR AZ INCOME TAX FORM



Child Abuse is a tough problem in Arizona. Helping to prevent it is easy.

Prevention is the only way to reverse the alarming trend of abuse and neglect. Individual taxpayers in Arizona have a unique opportunity to help prevent child abuse by making a donation to the Child Abuse Prevention Fund on their individual income tax return. Whether you get a refund or make a payment, you can still donate. Your donation will go straight into the Child Abuse Prevention Fund.

The Child Abuse Prevention Fund was established by the legislature in 1982 and since, over 15 million has been collected and 50 different programs have been funded providing services to Arizona's children and families.

Although it is a statewide program, no state dollars are appropriated.

The Fund receives its revenue from the following sources:

- ✓ The income tax check off on the Arizona tax form
- ✓ A percentage of the surcharges on fees for marriages licenses, dissolutions, and death certificates
- ✓ Private donations

If you would like to make a tax deductible donation to the Child Abuse Prevention Fund or to receive additional information, please visit:

www.azdes.gov/main.aspx?menu=156&id=2036



REPORT SUSPECTED CHILD ABUSE OR NEGLECT

1-888-767-2445

1-888-SOS-CHILD

Call 24-hour Child Abuse Hot-Line

hotline

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

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

Angela Romero/Election Department

Date/Signature: 4/17/17 Angela C. Romero

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

1. Request approval to publish the Call and Notice of Election for the Alpine School District for the Sale of School Property. The Special Election is to be held on August 29, 2017.
2. Request approval to conduct the Alpine School District Election as an "All Mail" ballot election to be held on August 29, 2017.
2. Request approval and appointment of all tally board workers, replacements centers and Drop boxes for the upcoming August 29, 2017 Special "All Mail" Ballot Election.

BOS Meeting Date Requested 5/2/17

PRE-AGENDA ITEM REVIEW

Review Routing / /Legal / /Finance / /Purchasing / /Human Resource / /Other: _____

Legal Review: Submitted to Attorney Joe Young.

Signature: 

Finance Review: _____

Signature: _____

Purchasing Review: _____


Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD RESOLUTION APPROVING SALE OF PROPERTY
FOR
ALPINE ELEMENTARY SCHOOL DISTRICT NO. 7

WHEREAS, it is deemed desirable and in the best interests of the Alpine Elementary School that the following actions be taken by the Board of Education pursuant to this resolution.
NOW, THEREFORE, BE IT RESOLVED that pursuant to applicable law, the undersigned, being all the Board of Education members of the Alpine Elementary School, hereby consent to, approve, and adopt the following:

SALE OF PROPERTY


WHEREAS, the Board of Education for the Alpine Elementary School District No. 7, deems it desirable and in the best interests of the Alpine Elementary School District to sell that certain property located at Lot 1, Block 6, Alpine Town Site, Tax Parcel #101-16-026A, Alpine Arizona 85920, the property known as the old Alpine School, and that the President of the Board of Education be authorized to execute such documents.

It is so moved by Tom White and seconded by
Travis Noth this 22nd day of
March, 2017.

The undersigned herewith certifies that the above Resolution was duly adopted by a majority of said Board at a duly constituted public meeting of said Board.

Travis Noth, President 

Linda Sonive, Clerk _____

Tom White, Member 

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Angela Romero/Election Department

Date/Signature: 4/17/17 Angela C. Romero

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

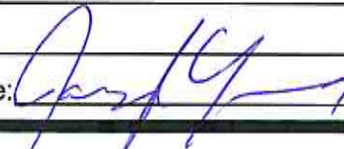
1. Request approval to publish the Call and Notice of Election for the Alpine School District for the Sale of School Property. The Special Election is to be held on August 29, 2017.
2. Request approval to conduct the Alpine School District Election as an "All Mail" ballot election to be held on August 29, 2017.
2. Request approval and appointment of all tally board workers, replacements centers and Drop boxes for the upcoming August 29, 2017 Special "All Mail" Ballot Election.

BOS Meeting Date Requested 5/2/17

PRE-AGENDA ITEM REVIEW

Review Routing / /Legal / /Finance / /Purchasing / /Human Resource / /Other: _____

Legal Review: Submitted to Attorney Joe Young.

Signature: 

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Angela Romero/Election Department

Date/Signature: 4/17/17 Angela C. Romero

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

1. Request approval to publish the Call and Notice of Election for the Alpine School District for the Sale of School Property. The Special Election is to be held on August 29, 2017.
2. Request approval to conduct the Alpine School District Election as an "All Mail" ballot election to be held on August 29, 2017.

3

Request approval and appointment of all tally board workers, replacements centers and Drop boxes for the upcoming August 29, 2017 Special "All Mail" Ballot Election.

BOS Meeting Date Requested 5/2/17

PRE-AGENDA ITEM REVIEW

Review Routing / /Legal / /Finance / /Purchasing / /Human Resource / /Other: _____

Legal Review: Submitted to Attorney Joe Young.

Signature: 

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials 

Apache County Replacement Centers/Drop Box Master List

Alpine School District - "All Mail" Ballot Election

Election: August 29, 2017

Name Replacement Centers and or Drop Box Physical Address Phone No.

Name	Replacement Centers and or Drop Box	Physical Address	Phone No.
Apache County Recorder's Office	Recorder's Office	75 West Cleveland Street	928-337-7516
Alpine Community Center	Alpine Community Center	#12 County Road 2061	928-337-7516
Apache County Recorder's Office Springerville	Recorder's SUB Office	323 S Mountain Ave	928-337-7516

ELECTION BOARD WORKERS

2016 General

Last Name	First Name			Board(s)
Gordon	Steve			IT
Castillo	Liz	PO Box 1722	St. Johns, AZ 85936	Early/Duplication
Davis	Tammy	PO Box 1351	St. Johns, AZ 85936	Early/Duplication
Romero	Franchesca	PO Box 1726	St. Johns, AZ 85936	Early/Duplication
Smith	Holly	PO Box 256	St. Johns, AZ 85936	Early/Duplication

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Malena Bazarro, Grants Coordinator

Date/Signature: 4/24/2017

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

Discussion and approval to accept or reject bid number "Grandstands 138-17" for the Fairgrounds Grandstands which is part of the Apache County CDBG project.

//BOS Meeting Date Requested 5/2/2017

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

RLW



**APACHE COUNTY
INVITATION TO BID
APACHE COUNTY FAIRGROUNDS GRANDSTANDS
SAINT JOHNS, ARIZONA**

Apache County has been awarded a Federal Community Development Block Grant (CDBG) from the State of Arizona Department of Housing and will accept qualified bids to install a pre-fabricated bleacher system, as listed below, to construct grandstands at the Apache County Fairgrounds Complex in Saint Johns.

Scope of Project:

Prefabricated bleacher system for spectator seating at the Apache County Fairgrounds. Preferred material is aluminum and/or steel. Seating should be for approximately 500-800 persons. Structure should be a raised first row type bleacher and not exceed 100 feet in length and be no more than 15 rows high. Grandstands must meet or exceed current Americans with Disabilities Act (ADA) compliance standards. This bid is for pre-fabricated materials only, not for labor or construction.

For additional information, questions, and bidding procedures contact:

Malena Bzurto, Apache County Grants Manager

PO Box 428

Saint Johns, Arizona 85936

928-551-4137

mbazurto@co.apache.az.us

Sealed bids will be received in the Apache County Engineer's Office, 75 E. Commercial, Saint Johns, Arizona, until 4:00pm on Monday, April 24, 2017.

The successful bidder will be notified prior to the Apache County Board of Supervisors Meeting on Tuesday, May 2, 2017.

Apache County reserves the right to accept the lowest, responsible bid; to consider alternatives; to reject any or all bids; and to waive irregularities or information in any bid. Bids received after the specific time of closing will be returned unopened.

Apache County is an Affirmative Action/Equal Opportunity Employer.

APACHE COUNTY
PO BOX 428
SAINT JOHNS, AZ 85936

COMPETITIVE BID (CB)

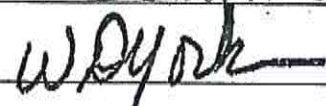
Bid Number:	Grandstands 138-17	*Bid Opening Date:	4/24/17
Commodity Description:	Pre-fabricated aluminum/steel, raised grandstand to accommodate 800 people with ADA compliance. Approximately 100' in length and no more than 15 rows high	*Bid Opening Time:	4:00pm

AGENCY'S CONTACT INFORMATION			
Name:	Malena Bazarto	Phone:	928-337-7629
Cell:	928-551-4137	Email:	mbazarto@co.apache.az.us

Instructions:

- Bids, including pages 1-4 of this packet, should be submitted in a sealed envelope and marked: "Grandstands-"
- Bids should be submitted by the time and date specified above.
- Questions may be answered by phone or email prior to bid opening.
- The vendor should provide the information below.

MAILING ADDRESS:	BID OPENING LOCATION:
<p style="text-align: center;">Malena Bazarto PO Box 428 Saint Johns, Arizona 85936</p> <p>Or hand deliver to: Apache County Dist 3 Supervisor Office, 75 West Cleveland, Saint Johns, Arizona 85936</p>	<p style="text-align: center;">Apache County Engineer's Office 75 West Cleveland Saint Johns, AZ 85936</p>

VENDOR INFORMATION			
Company Name:	Dant Clayton Corporation		
Name (type or print):	William D. York	Title:	Sales Major Projects
Address:	1500 Bernheim Lane		
City:	Louisville	State:	Ky
Telephone Number:	502-548-8174	Fax Number:	502-214-8714
E-Mail Address:	dave@dantclayton.com		
Signature:			
<i>Use Ink Only.</i>			
Business Designation (check one):	Individual <input type="checkbox"/>	Sole Proprietorship <input type="checkbox"/>	Public Service Corp <input type="checkbox"/>
	Partnership <input type="checkbox"/>	Corporation <input checked="" type="checkbox"/>	Government/ Nonprofit <input type="checkbox"/>

BID FORMAT

Any statement in this document that contains the word "will", "must" or "shall" means that compliance with the intent of the statement is mandatory, and failure by the bidder to satisfy that intent will cause the bid to be rejected.

All bid pricing must be United States dollars and cents.

Bids will only be accepted in the English language.

COST

All charges **should** be included on the Official Bid Price Sheet(s) which includes all associated costs (including but not limited to delivery, freight etc.) for the goods or services being bid. Do not include sales taxes in unit prices. Bid pricing should be valid for 30 days following CB opening to allow sufficient time to tabulate and evaluate bid responses.

SCOPE

A raised grandstand/bleacher system for up to 800 seating capacity and no more than 100' in length and 15 rows high. The desired material is steel and/or aluminum that meets or exceeds current ADA compliance standards. This bid is for the structure only, not for labor and set up.

TYPE OF CONTRACT

Firm within the confines of approved purchase order and Board of Supervisors approval.

AWARD CRITERIA AND RESPONSIBILITY

Bids must meet or exceed all defined specifications. Bids must meet all terms and conditions of this Competitive Bid and the laws of the State of Arizona.

DELIVERY: FOB DESTINATION

Apache County
ATTN: RD Stradling
75 West Commercial
Saint Johns, AZ 85936

The agency requests delivery within 15 calendar days after receipt of the order. If this delivery schedule cannot be met, the bidder must state the number of days required to place the commodity in the ordering agency's designated location. Failure to state the delivery time obligates the bidder to complete delivery by the agency's requested date. Extended delivery dates may be considered when in the best interest of the State.

Delivery 70 calendar days after receipt of order.

All deliveries must be made during normal County work hours and within the agreed upon number of days unless otherwise arranged and coordinated with the agency. The vendor shall give the agency immediate notice of any anticipated delays or plant shutdowns that will affect the delivery requirement.

Loss or damage that occurs during shipping, prior to the order being received by the agency, is the vendor's responsibility. All orders should be properly packaged to prevent damage during shipping.

Vendor Checklist

OFFICIAL BID PRICE SHEET

ITEM	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE	EXTENDED AMOUNT
1.					
2.					67,248.00
3.	Delivery/Freight				11,939.00
4.	Sales Tax				7,119.00
5.	Other				
6.					

GRAND TOTAL \$ 86,306.00

PAYMENT AND INVOICE PROVISIONS

All invoices **shall** be forwarded to the:

Apache County
Attention: Malena Bazarro
PO Box 428
Saint Johns, AZ 85936

Payment will be made in accordance with applicable State of Arizona accounting procedures upon acceptance by the Agency. The County may not be invoiced in advance of delivery and acceptance of any equipment, service or commodity. Payment will be made only after the contractor has successfully satisfied the agency as to the goods and/or services purchased. Vendors should invoice the agency by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice.

MINORITY BUSINESS POLICY

Check minority type:

African American___ Hispanic American___ American Indian___ Asian American___
Pacific Islander American___ Service Disabled Veteran___

EQUAL EMPLOYMENT OPPORTUNITY POLICY and EXECUTIVE ORDER 11246 and 2009-09

PAST PERFORMANCE

In accordance with Office of State Procurement Competitive Sealed Bidding - Bid Evaluation: a vendor's past performance with the state may be used in the evaluation of any bid made in response to this solicitation. The past performance should not be older than three years old and must be supported by written documentation on file in the Office of State Procurement at the time of the bid opening. Documentation may be in the form of a written or an electronic report, VPR (Vendor Performance Report), memo, file or any other appropriate authenticated notation of performance to the vendor files.

RECORD RETENTION

The Contractor **shall** be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arizona. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Financial and accounting records **shall** be made available, upon request, to the State of Arizona's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

RESERVATION

This CB does not commit the County to award a contract(s), to pay costs incurred in the preparation of a bid in response to this request, or to procure or contract for commodities or services.

PRIME CONTRACTOR RESPONSIBILITY

The selected vendor **will** be required to assume prime contractor responsibility for the contract and will be the sole point of contact with regard to all commodities, services and support.

CONDITIONS OF CONTRACT

The successful bidder(s) shall at all times observe and comply with Federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The successful bidder(s) shall indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful bidder.

STATEMENT OF LIABILITY

The County will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of contractor-owned items to be delivered or to be used in the installation of deliverables. The vendor(s) is required to retain total liability until the deliverables have been accepted by the "authorized agency official." At no time will the County be responsible for or accept liability for any vendor-owned items.

DELEGATION AND/OR ASSIGNMENT

The vendor shall not assign the contract in whole or in part or any payment arising therefrom without the prior written consent of the State Procurement Official. The vendor shall not delegate any duties under this contract to a subcontractor unless the County Procurement Official has given written consent to the delegation.

ACCEPTANCE STANDARDS

Inspection and acceptance/rejection of product(s) shall be made within 30 days of receipt. The agency shall have the option to return any product(s) within the 30 day timeframe for any reason. Bid must include a "total satisfaction" return policy for all products and shall not impose any liability on the County for such returns.

STANDARD TERMS AND CONDITIONS

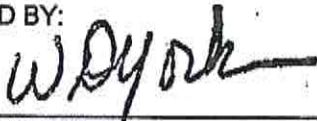
1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by Apache County.
2. **ACCEPTANCE AND REJECTION:** The County reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the County.
3. **BID SUBMISSION:** Bids must be submitted to the Apache County Grants Manager on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.
5. **QUANTITIES:** Quantities stated in term contracts are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The County may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
7. **GUARANTY:** All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to the State. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination, they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.
10. **AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD:** **Term Contract:** A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. **Firm Contract:** A written Apache County Purchase Order authorizing shipment will be furnished to the successful bidder.
13. **LENGTH OF CONTRACT:** The invitation for bid will show the period of time the term contract will be in effect.
14. **DELIVERY ON FIRM CONTRACTS:** The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. Apache County has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.
15. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of Apache County. Delivery shall be made during agency work hours only 6:30 a.m. to 5:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
16. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
17. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorizes Apache County to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to Apache County of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
18. **VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
19. **INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.
20. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the State, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
21. **PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the County harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.

22. **ASSIGNMENT:** Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
23. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the County have the right to pursue any other remedy permitted by law or in equity. However, nothing in any contract shall be deemed or construed as the County's waiver of its right of sovereign immunity.
24. **LACK OF FUNDS:** The County may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the County. If the County is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the State of Arizona. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
25. **DISCRIMINATION:** In order to comply with the provision of Executive Order 2009-09, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.
26. **CONTINGENT FEE:** The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.
27. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to Apache County all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
28. **DISCLOSURE:** It will ensure that, to the best of the knowledge and belief of the undersigned:
- no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in the connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - the undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

29. It shall comply with the provisions of Section 102 of the HUD Reform Act of 1989.
30. It shall ensure that efforts are made to recruit minority, disabled and woman owned businesses for its vendor/supplier lists.

CERTIFIED BY:

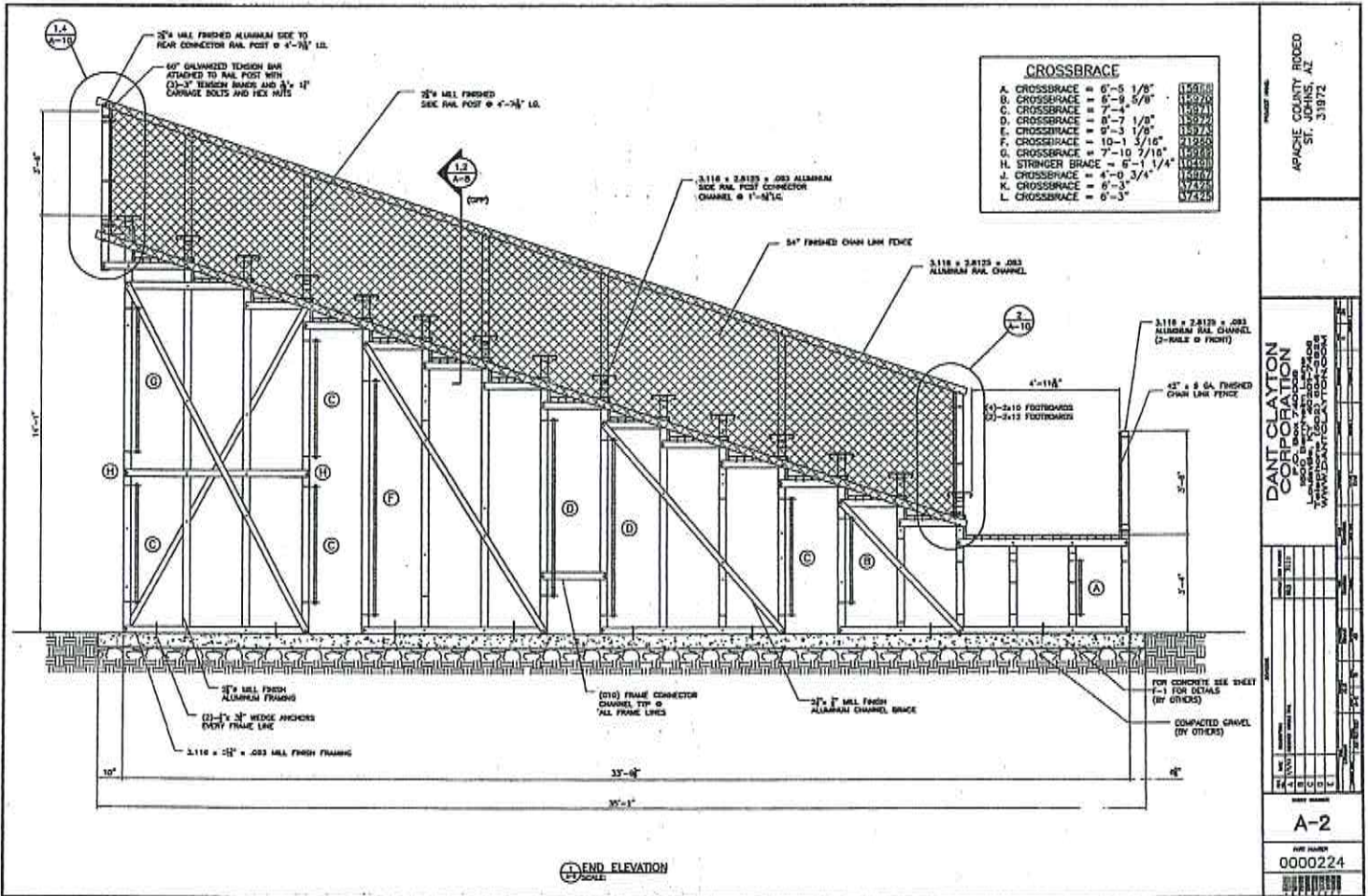


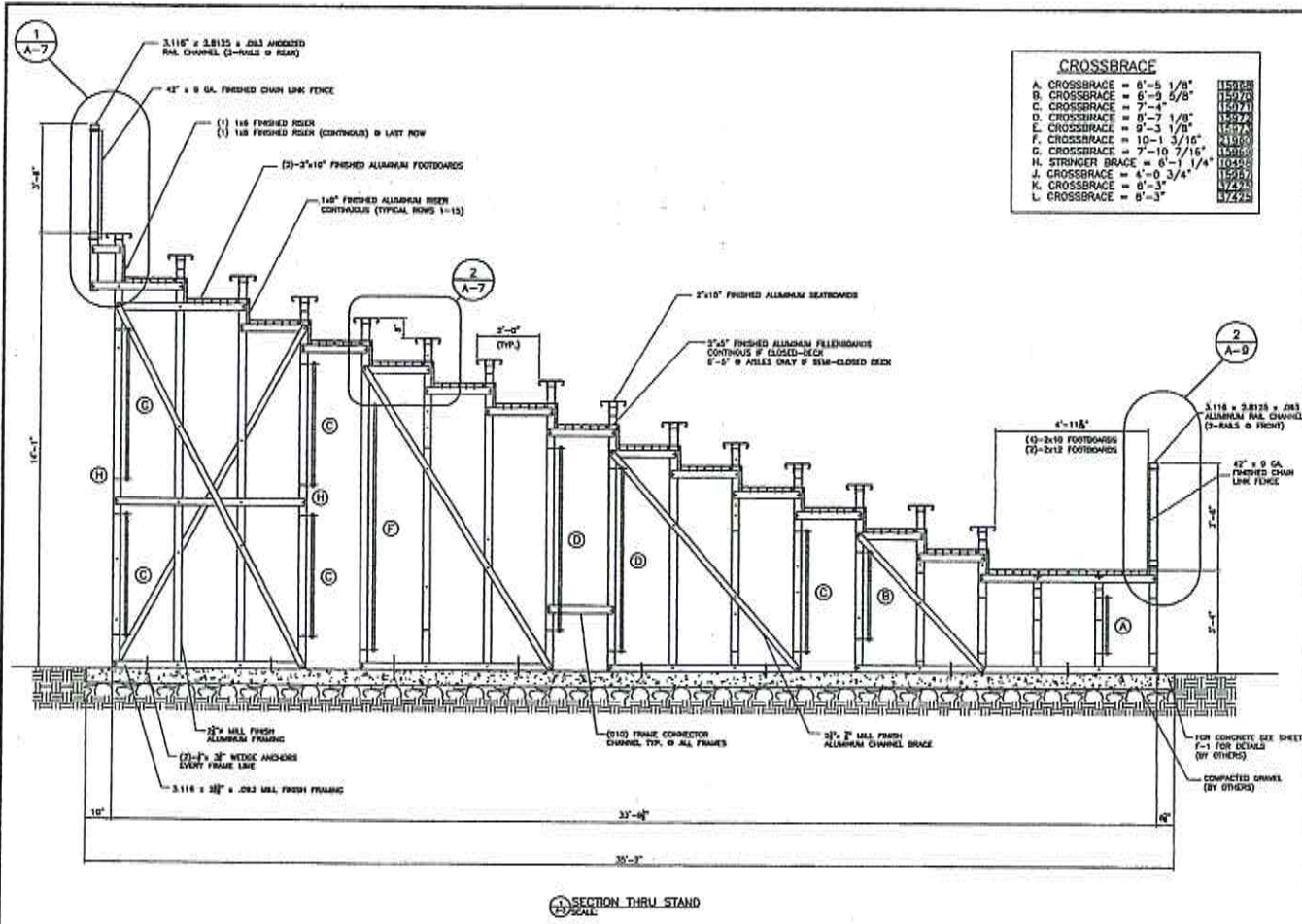
Authorized Signature

William D. York

Typed Name

4-21-17
Date





CROSSBRACE		
A. CROSSBRACE	= 6'-5 1/8"	150.00
B. CROSSBRACE	= 6'-3 5/8"	150.00
C. CROSSBRACE	= 7'-4"	150.00
D. CROSSBRACE	= 8'-7 1/8"	150.00
E. CROSSBRACE	= 9'-3 1/8"	150.00
F. CROSSBRACE	= 10'-1 3/16"	150.00
G. CROSSBRACE	= 7'-10 7/16"	150.00
H. STRINGER BRACE	= 6'-1 1/4"	100.00
J. CROSSBRACE	= 4'-0 3/4"	150.00
K. CROSSBRACE	= 8'-3"	150.00
L. CROSSBRACE	= 8'-3"	150.00

APACHE COUNTY BOBEO
ST. JOHNS, AZ
31972

**DANT CLAYTON
CORPORATION**
1001 E. BERRY AVE.
PHOENIX, ARIZONA 85016
WWW.DANTCLAYTON.COM

NO.	DATE	DESCRIPTION
1	10/1/00	ISSUED FOR PERMITS
2	10/1/00	ISSUED FOR PERMITS
3	10/1/00	ISSUED FOR PERMITS
4	10/1/00	ISSUED FOR PERMITS
5	10/1/00	ISSUED FOR PERMITS
6	10/1/00	ISSUED FOR PERMITS
7	10/1/00	ISSUED FOR PERMITS
8	10/1/00	ISSUED FOR PERMITS
9	10/1/00	ISSUED FOR PERMITS
10	10/1/00	ISSUED FOR PERMITS
11	10/1/00	ISSUED FOR PERMITS
12	10/1/00	ISSUED FOR PERMITS
13	10/1/00	ISSUED FOR PERMITS
14	10/1/00	ISSUED FOR PERMITS
15	10/1/00	ISSUED FOR PERMITS
16	10/1/00	ISSUED FOR PERMITS
17	10/1/00	ISSUED FOR PERMITS
18	10/1/00	ISSUED FOR PERMITS
19	10/1/00	ISSUED FOR PERMITS
20	10/1/00	ISSUED FOR PERMITS
21	10/1/00	ISSUED FOR PERMITS
22	10/1/00	ISSUED FOR PERMITS
23	10/1/00	ISSUED FOR PERMITS
24	10/1/00	ISSUED FOR PERMITS
25	10/1/00	ISSUED FOR PERMITS
26	10/1/00	ISSUED FOR PERMITS
27	10/1/00	ISSUED FOR PERMITS
28	10/1/00	ISSUED FOR PERMITS
29	10/1/00	ISSUED FOR PERMITS
30	10/1/00	ISSUED FOR PERMITS
31	10/1/00	ISSUED FOR PERMITS
32	10/1/00	ISSUED FOR PERMITS
33	10/1/00	ISSUED FOR PERMITS
34	10/1/00	ISSUED FOR PERMITS
35	10/1/00	ISSUED FOR PERMITS
36	10/1/00	ISSUED FOR PERMITS
37	10/1/00	ISSUED FOR PERMITS
38	10/1/00	ISSUED FOR PERMITS
39	10/1/00	ISSUED FOR PERMITS
40	10/1/00	ISSUED FOR PERMITS
41	10/1/00	ISSUED FOR PERMITS
42	10/1/00	ISSUED FOR PERMITS
43	10/1/00	ISSUED FOR PERMITS
44	10/1/00	ISSUED FOR PERMITS
45	10/1/00	ISSUED FOR PERMITS
46	10/1/00	ISSUED FOR PERMITS
47	10/1/00	ISSUED FOR PERMITS
48	10/1/00	ISSUED FOR PERMITS
49	10/1/00	ISSUED FOR PERMITS
50	10/1/00	ISSUED FOR PERMITS

A-3

0000241


SECTION THRU STAND
1/2" = 1'-0"

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

4/24/17 

Date/Signature:

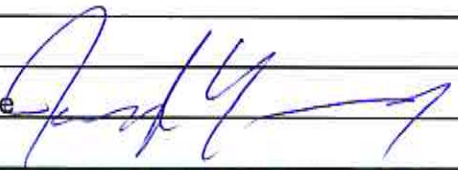
Describe in detail what you want to say to the Board and what action you want the Board to take:

County Manager: Discussion and possible approval of the distribution of funds for the Secure Rural Schools funds in the amount of thirty thousand, two hundred sixty four dollars and thirty two cents (\$30,264.32). The funds will be used to purchase equipment for the County Limestone Pit.

Meeting Date Requested 5/2/17

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



Arizona State Treasurer's Office

Notice of Distribution (ID: 16324)



To: Marleita Begay (ID: 3119)
Fax Number: 1-928-337-4686

Apache County Treasurer (ID: 2)
PO BOX 699
ST. JOHNS, AZ 85936

Distribution Date: 2017-03-13
Distribution Name: NFF - National Forest Fund
Total Amount: \$30,264.32
Amount Sent: \$30,264.32
Comment: National Forest Funds

These funds have been sent by ACH. Please allow for a short delay in bank processing. If you have any questions regarding this transaction, please call Susan Secheslingloff at (602) 542-7817.

**** IMPORTANT UPDATE ****

Thank you everyone for your prompt response to our request for email information. Unfortunately, we must delay the implementation of the move from fax to email distribution notices. We will continue to fax the distribution notices.

Please continue to use the contact@aztreasury.gov email address to notify our office of contact, address and email changes. We will notify everyone prior to our move to email.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

4/24/17 

Date/Signature:


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

County Manager: Discussion and possible approval of a lease agreement between Apache County and Sun State Towers III, LLC, for a cell tower located in Vernon, Arizona.

Meeting Date Requested 5/2/17

PRE-AGENDA ITEM REVIEW

Legal Review:



Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials 

Beth Bond

From: Delwin P. Wengert
Sent: Tuesday, April 18, 2017 3:18 PM
To: Beth Bond
Subject: FW: Vernon Tower
Attachments: AZ12-008 Winchester_ Final_Lease_041017.docx

From: Eric Hurley [mailto:eric.hurley@pinnacleco.net]
Sent: Monday, April 17, 2017 3:36 PM
To: Delwin P. Wengert <dpwengert@co.apache.az.us>
Subject: RE: Vernon Tower

Hi Delwin,

Attached is the revised lease with the \$1000.00 a month payment. If you have any questions, please let me know.

If you don't have any questions this is an executable lease that can be printed and signed.

Eric Hurley
Pinnacle Consulting, Inc
1426 North Marvin Street #101
Gilbert, AZ 85233
Office: (480) 664-9588 x234
Cell: (480) 688-1393
Fax: (480) 664-9850

From: Delwin P. Wengert [mailto:dpwengert@co.apache.az.us]
Sent: Tuesday, March 28, 2017 9:58 AM
To: Eric Hurley <eric.hurley@pinnacleco.net>
Subject: RE: Vernon Tower

Eric,

We look forward to getting this approved and moving forward.

Thanks

From: Eric Hurley [mailto:eric.hurley@pinnacleco.net]
Sent: Tuesday, March 28, 2017 9:10 AM
To: Delwin P. Wengert <dpwengert@co.apache.az.us>
Subject: RE: Vernon Tower

Hi Delwin,

I got an approval to increase the rent to \$1,000.00 a month. We should have the revised lease with the new rate today. As soon as I get it I will send it over.

Thank you,

Eric Hurley

Pinnacle Consulting, Inc

1426 North Marvin Street #101

Gilbert, AZ 85233

Office: (480) 664-9588 x234

Cell: (480) 688-1393

Fax: (480) 664-9850

From: Delwin P. Wengert [<mailto:dpwengert@co.apache.az.us>]

Sent: Friday, March 17, 2017 10:06 AM

To: Eric Hurley <eric.hurley@pinnacleco.net>

Subject: Re: Vernon Tower

Ok, thanks

Sent from my iPhone

On Mar 17, 2017, at 9:42 AM, Eric Hurley <eric.hurley@pinnacleco.net> wrote:

Hi Delwin,

I wanted to follow up with you. I have sent this up for approval and I am still waiting. As soon as I have approval I will let you know.

Thank you,

Eric Hurley

Pinnacle Consulting, Inc

1426 North Marvin Street #101

Gilbert, AZ 85233

Office: (480) 664-9588 x234

Cell: (480) 688-1393

Fax: (480) 664-9850

-----Original Message-----

From: Delwin P. Wengert [<mailto:dpwengert@co.apache.az.us>]

Sent: Monday, March 06, 2017 11:30 AM

To: Eric Hurley <eric.hurley@pinnacleco.net>

Subject: Vernon Tower

Eric,

Joe Young just told me that he is fine with the terms of the lease. I have a comment about your proposed payment plan. We just signed an agreement on a similar cell phone tower near Lyman Lake. The monthly lease payment approved by the board is \$1000 per month. The board would surely question the \$700 per month that you are proposing in light of what we are receiving at the Lyman Lake cell tower. Would you be opposed to matching what we are currently receiving on the tower they were just approved?

Please let me know what you think.

Thanks

Delwin

Sent from my iPad

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more [Click Here](#).

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more [Click Here](#).

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more [Click Here](#).

Site Name: Winchester
Site Number: AZ12-008

EXECUTED PRIME LEASE INSTRUCTIONS TO LANDLORD

In order to ensure the prompt execution and processing of all Prime Leases, Sun State Towers respectfully requests that the instructions below are followed when preparing to return executed agreements.

1. Prior to returning to Sun State Towers, please sign and date the signature page of all copies of the Prime Lease and Memorandum of Lease.
2. Ensure that all necessary witness signatures have been obtained (if witnesses are required).
3. Ensure that all applicable notary fields are completed and stamped with the notary's stamp (only if required by law).
4. Please complete a W-9, Payment Authorization Form, and if applicable, a mortgage information form.
5. Sun State Towers will retain two (2) originals of each document. Please print as many copies as you plan to retain, along with two (2) originals for Sun State Towers.
6. Please print all signed documents on one-sided paper.
7. Send original documents to the following address:

Sun State Towers, LLC
Attn: Tower Development
1426 North Marvin Street #101
Gilbert, AZ 85233
8. Sun State Towers will return your fully executed originals to the notice address provided.

Site Name: Winchester
Site Number: AZ12-008

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Prime Lease**") is made effective as of the date of the latter signature hereof (the "**Execution Date**") and is by and between Landlord and Sun State Towers.

RECITALS

- A. WHEREAS, Landlord is the owner of that certain parcel of land (the "**Property**") located in the County of _____, State of _____, as more particularly described on Exhibit A;
- B. WHEREAS, Landlord desires to grant to Sun State Towers an option to lease from Landlord a portion of the Property (the "**Compound**"), together with easements for ingress and egress and the installation and maintenance of utilities (the "**Easement**" and together with the Compound, the "**Site**") both being approximately located as shown and/or described on Exhibit B; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of all of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Business and Defined Terms.** For the purposes of this Prime Lease, the following capitalized terms have the meanings set forth in this paragraph 1.

- (a) ***Sun State Towers:*** Sun State Towers III, LLC,
a Delaware limited liability company
- (b) ***Notice Address of Sun State Towers:*** Sun State Towers, LLC
1426 North Marvin Street #101
Gilbert, AZ 85233
Attn: Land Management
- (c) ***Landlord:*** Apache County Board of Supervisors,
a political subdivision of the State of
Arizona
- (d) ***Notice Address of Landlord:*** PO Box 428
St Johns, AZ 85936
- (e) ***Initial Option Period:*** Twelve (12) months
- (f) ***Renewal Option Period(s):*** Two (2) periods of Twelve (12) months each.
- (g) ***Option Period:*** The Initial Option Period and any Renewal Option Period(s)
- (h) ***Option Consideration (Initial Option Period):*** \$1,000.00
- (i) ***Option Extension Consideration (Renewal Option Period(s)):*** \$1,000.00

Site Name: Winchester
Site Number: AZ12-008

(j) **Commencement Date:** The date specified in the written notice by Sun State Towers to Landlord exercising the Option constitutes the Commencement Date of the Term.

(k) **Initial Term:** Ten (10) years, commencing on the Commencement Date and continuing until midnight of the day immediately prior to the tenth (10th) anniversary of the Commencement Date.

(l) **Renewal Terms:** Each of the four (4) successive periods of ten (10) years each, with the first Renewal Term commencing upon the expiration of the Initial Term and each subsequent Renewal Term commencing upon the expiration of the immediately preceding Renewal Term.

(m) **Term:** The Initial Term with any and all Renewal Terms.

(n) **Rent:** The monthly amount of \$1000.00.

(o) **Increase Amount:** In year five (5) of the Initial Term, and every five (5) years thereafter, including throughout any Renewal Terms exercised, the yearly Rent will increase by seven and a half percent (7.5%) over the Rent paid during the previous year.

2. **Option to Lease.**

(a) **Grant of Option.** Landlord hereby gives and grants to Sun State Towers and its assigns, an exclusive and irrevocable option to lease the Site during the Initial Option Period (the "**Option**").

(b) **Extension of Option.** The Initial Option Period will automatically be extended for each Renewal Option Period unless Sun State Towers provides Landlord written notice of its intent not to extend the Option.

(c) **Consideration for Option.** Option Consideration is due and payable in full within thirty (30) days of the Execution Date and Sun State Towers will pay Landlord any Option Extension Consideration within thirty (30) days of the commencement of any Renewal Option Period.

(d) **Option Period Inspections and Investigations.**

(i) During the Option Period, Landlord will provide Sun State Towers with any keys or access codes necessary for access to the Property.

(ii) During the Option Period, Sun State Towers and its officers, agents, employees and independent contractors may enter upon the Property to perform or cause to be performed test borings of the soil, environmental audits, engineering studies and to conduct a metes and bounds survey of the Site and/or the Property (the "**Survey**"), provided that Sun State Towers will not unreasonably interfere with Landlord's use of the Property in conducting these activities. At Sun State Towers discretion, the legal description of the Site as shown on the Survey may replace Exhibit B of this Prime Lease and be added as Exhibit B of the Memorandum of Lease.

Site Name: Winchester
Site Number: AZ12-008

(iii) Sun State Towers may not begin any construction activities on the Site during the Option Period other than those activities described in, or related to, this paragraph 2(d).

(e) Exercise of Option. Sun State Towers may, in its sole discretion, exercise the Option by delivery of written notice to Landlord at any time during the Option Period. If Sun State Towers exercises the Option, then Landlord will lease the Site to Sun State Towers subject to the terms and conditions of this Prime Lease. If Sun State Towers does not exercise the Option, this Prime Lease will terminate.

3. Term.

(a) Initial Term. The Initial Term is as provided in paragraph 1(k).

(b) Renewal Terms. Sun State Towers will have the right to extend this Prime Lease for each of the Renewal Terms. Each Renewal Term will be on the same terms and conditions provided in this Prime Lease except that Rent will escalate as provided in paragraph 4(b). This Prime Lease will automatically be renewed for each successive Renewal Term unless Sun State Towers notifies Landlord in writing of Sun State Towers' intention not to renew the Prime Lease at any time prior to the expiration of the Initial Term or the Renewal Term which is then in effect.

4. Consideration.

(a) Sun State Towers will pay its first installment of Rent within sixty (60) days of the Commencement Date. Thereafter, Rent is due and payable in advance on the first day of each calendar month to Landlord at Landlord's Notice Address. Rent will be prorated for any partial months, including, the month in which the Commencement Date occurs.

(b) On the Increase Date, the Rent will increase by the Increase Amount.

(c) In the event Sun State Towers makes an overpayment of Rent or any other fees or charges to Landlord during the Term of this Prime Lease, Sun State Towers may, but will not be required, to treat any such overpayment amount as prepaid Rent and apply such amount as a credit against future Rent due to Landlord.

(d) Sun State Towers will not be required to remit the payment of Rent to more than two (2) recipients at any given time.

5. Use.

(a) Sun State Towers will be permitted to use the Site for the purpose of constructing, maintaining, removing, replacing, securing, and operating a communications facility and uses incidental thereto, including, but not limited to, the construction or installation and maintenance of a telecommunications tower (the "**Tower**"), structural tower base(s), guy anchors, guy wires, communications equipment, one or more buildings or equipment cabinets, equipment, radio transmitting and receiving antennas, personal property and related improvements and facilities on the Compound (collectively, the "**Tower Facilities**"), to facilitate the use of the Site as a site

Site Name: Winchester
Site Number: AZ12-008

for the transmission and receipt of communication signals including, but not limited to, voice, data and internet transmissions and for any other uses which are incidental to the transmission and receipt of communication signals of any kind and frequency (the "**Intended Use**"). The Intended Use shall include Lessee's ability to install utilities (including, but not limited to, electricity and electric power sources or creation of any kind, fiber optic lines, cable lines, and any cabling or transmission conduits of any kind or type) in, on, and to the Site. The Intended Use shall also include the Lessee's right to access, ingress, and egress the Site at its sole discretion 24 hours a day, seven (7) days a week, 365 days a year.

(b) Sun State Towers, at its sole discretion, will have the right, without prior notice or the consent of Landlord, to license or sublease all or a portion of the Site or the Tower Facilities to other parties (each, a "**Collocator**" and collectively, the "**Collimators**"). Notwithstanding anything in this Prime Lease to the contrary, Sun State Towers shall only be required to pay the additional Rent set forth in paragraph 1(n) for any macrocell Collocator, and shall not be required to pay any additional Rent for any microcell or small cell Collocator. The Collimators will be entitled to modify the Tower Facilities and to erect additional improvements on the Compound, including, but not limited to antennas, dishes, cabling, additional buildings or shelters ancillary to the Intended Use. The Collimators will be entitled to all rights of ingress and egress to the Site and the right to install utilities on, in, and to the Site that Sun State Towers has under this Prime Lease, and shall have all rights and inclusions of the Site's Intended Use described herein including, but not limited to, the use of any easement described below and on the same terms as Lessee, and to all other rights set forth herein.

6. Tower Facilities.

(a) Sun State Towers will have the right, at Sun State Towers sole cost and expense, to erect the Tower Facilities which will be the exclusive property of Sun State Towers throughout the Term as well as upon the expiration or termination of this Prime Lease.

(b) Landlord grants Sun State a non-exclusive easement in, over, across and through the Property, as more particularly described and/or depicted on Exhibit B, and other real property owned by Landlord contiguous to the Site as may be reasonably required for construction, installation, maintenance, and operation of the Tower Facilities including: (i) access to the Site for construction machinery and equipment, (ii) storage of construction materials and equipment during construction of the Tower Facilities, and (iii) use of a staging area for construction, installation and removal of equipment.

(c) Sun State Towers may, at its sole expense, use any and all appropriate means of restricting access to the Compound or the Tower Facilities, including, without limitation, construction of a fence and may install and maintain identifying signs or other signs required by any governmental authority on or about the Site, including any access road to the Site.

(d) Sun State Towers will maintain the Compound, including the Tower Facilities, in a reasonable condition throughout the Term. Sun State Towers is not responsible for reasonable wear and tear or damage from casualty and condemnation. Landlord grants Sun State the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed all tree limbs which may interfere with or fall upon the Tower Facilities or the Site.

Site Name: Winchester
Site Number: AZ12-008

(e) Sun State Towers (and any Collocators — which are collectively referred to herein as “**Sun State**”) may replace and augment Sun State’s equipment or portions thereof and add or modify the frequencies upon which such equipment operates as needed to meet Sun State’s business objectives, whether such equipment or frequencies are specified or not on any Attachments to the applicable Supplement. Sun State shall be permitted to make “**Equipment Modifications**” (as defined below) without incurring any increase in the then current Rent, and without Landlord’s approval thereof conditioned upon any extension of the remaining Term of the applicable Supplement or other change to the terms and conditions of such Supplement (including the terms and conditions of this Prime Lease). For purposes of this Prime Lease, “**Equipment Modifications**” means removal of Sun State’s equipment installed at the Site, (collectively, the “**Old Equipment**”), and replacing the same with new equipment (collectively, the “**Replacement Equipment**”).

(f) Sun State Towers will remove or cause to be removed all of the above-ground portions of the Tower Facilities within one hundred eighty (180) days following the expiration or termination of this Prime Lease.

7. Utilities.

(a) Sun State will have the right to install utilities, at Sun State Towers expense, and to improve present utilities on the Property and the Site. Sun State will have the right to permanently place utilities on (or to bring utilities across or under) the Site to service the Compound and the Tower Facilities.

(b) If utilities necessary to serve the equipment of Sun State cannot be located within the Site, Landlord agrees to allow the installation of utilities on the Property or other real property owned by Landlord without requiring additional compensation from Sun State. Landlord will, upon Sun State Towers’ request, execute a separate recordable written easement or lease to the utility company providing such service evidencing this right.

(c) Sun State may install backup generator(s).

8. Access.

(a) In the event that the Site loses access to a public right of way during the Term, Landlord and Sun State Towers will amend this Prime Lease, at no imposed cost to either Party, to provide access to a public way by: (i) amending the location of the Easement; or (ii) granting an additional easement to Sun State.

(b) To the extent damage (including wear and tear caused by normal usage) to the Easement or any other route contemplated hereunder intended to provide Sun State with access to the Site and the Tower Facilities is caused by Landlord or Landlord’s tenants, licensees, invitees or agents, Landlord will repair the damage at its own expense.

(c) Landlord will maintain access to the Compound from a public way in a free and open condition so that no interference is caused to Sun State by Landlord or lessees, licensees, invitees or agents of Landlord. In the event that Sun State’s access to the Compound is impeded or denied by Landlord or Landlord’s lessees, licensees, invitees or agents, in addition to any and

Site Name: Winchester
Site Number: AZ12-008

all rights and remedies set forth in this Prime Lease, Sun State shall have the right to pursue any and all rights and remedies that it may have at law or in equity.

9. Representations and Warranties of Landlord. Landlord represents and warrants to Sun State and Sun State's successors and assigns:

- (a) Landlord has the full right, power, and authority to execute this Prime Lease;
- (b) There are no pending or threatened administrative actions, including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against Landlord or which may otherwise affect the Property;
- (c) The Property is not presently subject to an option, lease or other contract which may adversely affect Landlord's ability to fulfill its obligations under this Prime Lease, and the execution of this Prime Lease by Landlord will not cause a breach or an event of default of any other agreement to which Landlord is a Party. Landlord agrees that it will not grant an option or enter into any contract or agreement which will have any adverse effect on the Intended Use or Sun State's rights under this Prime Lease;
- (d) No licenses, rights of use, covenants, restrictions, easements, servitudes, subdivision rules or regulations, or any other encumbrances relating to the Property prohibit or will interfere with the Intended Use;
- (e) Landlord has good and marketable fee simple title to the Site, the Property and any other property across which Landlord may grant an easement to Sun State, free and clear of all liens and encumbrances. Landlord covenants that Sun State will have the quiet enjoyment of the Compound during the term of this Prime Lease. If Landlord fails to keep the Site free and clear of any liens and encumbrances, Sun State Towers will have the right, but not the obligation, to satisfy any such lien or encumbrance and to deduct the full amount paid by Sun State Towers on Landlord's behalf from future installments of Rent;
- (f) Sun State will at all times during this Prime Lease enjoy ingress, egress, and access from the Site 24 hours a day, seven (7) days a week, 365 days a year, to an open and improved public road which is adequate to service the Site and the Tower Facilities; and
- (g) These representations and warranties of Landlord survive the termination or expiration of this Prime Lease.

10. Interference. Landlord will not use, nor will Landlord permit its tenants, licensees, invitees or agents to use any portion of the Property in any way which interferes with the Intended Use, including, but not limited to, any use on the Property or surrounding property that causes electronic or physical obstruction or degradation of the communications signals from the Tower Facilities ("**Interference**"). Interference will be deemed a material breach of this Prime Lease by Landlord and Landlord will have the responsibility to terminate Interference immediately upon written notice from Sun State Towers. Notwithstanding anything in this Prime Lease to the contrary, if the Interference does not cease or is not rectified as soon as possible, but in no event longer than 24 hours after Sun State Towers written notice to Landlord, Landlord acknowledges that continuing Interference will cause irreparable injury to Sun State, and Sun

Site Name: Winchester
Site Number: AZ12-008

State Towers will have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin the Interference.

11. Termination. This Prime Lease may be terminated, without any penalty or further liability upon written notice as follows:

(a) By either Party upon a default of any covenant or term of this Prime Lease by the other Party which is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties in law or equity); provided, that if the defaulting Party commences efforts to cure the default within such period and diligently pursues such cure, the non-defaulting Party may not terminate this Prime Lease as a result of that default.

(b) Upon thirty (30) days' written notice by Sun State Towers to Landlord if Sun State Towers is unable to obtain, maintain, renew or reinstate any agreement, easement, permit, certificates, license, variance, zoning approval, or any other approval which may be required from any federal, state or local authority necessary to the construction and operation of the Tower Facilities or to the Intended Use (collectively, the "*Approvals*"); or

(c) Upon thirty (30) days' written notice from Sun State Towers to Landlord if the Site is or becomes unsuitable, in Sun State Towers' sole, but reasonable judgment for use as a wireless communications facility by Sun State or by Sun State's licensee(s) or sublessee(s).

(d) In the event of termination by Sun State Towers or Landlord pursuant to this provision, Sun State shall be relieved of all further liability hereunder.

12. Taxes.

(a) Sun State Towers will pay any personal property taxes assessed on or attributable to the Tower Facilities. Sun State Towers will reimburse Landlord for any increase to Landlord's real property taxes that are directly attributable to Sun State Towers' Site and/or Tower Facilities upon receipt of the following: (1) a copy of Landlord's tax bill; (2) proof of payment; and (3) written documentation from the assessor of the amount attributable to Sun State Towers. Sun State Towers shall have no obligation to reimburse Landlord for any taxes paid by Landlord unless Landlord requests reimbursement within twelve (12) months of the date said taxes were originally due. Additionally, as a condition precedent to Landlord having the right to receive reimbursement, Landlord shall, within three (3) days of receipt of any notice from the taxing authority of any assessment or reassessment, provide Sun State Towers with a copy of said notice. Sun State Towers shall have the right to appeal any assessment or reassessment relating to the Site or Tower Facilities and Landlord shall either (i) designate Sun State Towers as its attorney-in-fact as required to effect standing with the taxing authority, or (ii) join Sun State Towers in its appeal.

(b) Landlord will pay when due all real property taxes and all other fees and assessments attributable to the Property, Compound and Easement. If Landlord fails to pay when due any taxes affecting the Property or the Site, Sun State Towers will have the right, but not the obligation, to pay such taxes and either: (i) deduct the full amount of the taxes paid by

Site Name: Winchester
Site Number: AZ12-008

Sun State Towers on Landlord's behalf from future installments of Rent, or (ii) collect such taxes by any lawful means.

13. Environmental Compliance.

(a) Landlord represents and warrants that:

(i) No Hazardous Materials have been used, generated, stored or disposed of, on, under or about the Property in violation of any applicable law, regulation or administrative order (collectively, "*Environmental Laws*") by either Landlord or to Landlord's knowledge, any third party; and

(ii) To Landlord's knowledge, no third party been permitted to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Property in violation of any Environmental Laws.

(b) Landlord will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Property in violation of any Environmental Laws.

(c) Sun State Towers agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Site in violation of any applicable laws, regulations or administrative orders.

(d) The term "*Hazardous Material(s)*" means any: material, substance, chemical or waste, including, but not limited to, contaminants, oils, asbestos, PCBs, or any other hazardous substances or wastes, as defined by federal, state or local environmental laws, regulations or administrative orders or other materials the removal of which is required or the maintenance of which is prohibited or regulated by any federal, state or local government authority having jurisdiction over the Property.

14. Indemnification.

(a) General.

(i) Landlord, its heirs, grantees, successors, and assigns will exonerate, hold harmless, indemnify, and defend Sun State from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of: (A) any injury to or death of any person; (B) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the acts or omissions of Landlord, or Landlord's principals, employees, invitees, agents or independent contractors; or (C) any breach of any representation or warranty made by Landlord in this Prime Lease.

(ii) Sun State Towers, its grantees, successors, and assigns will exonerate, hold harmless, indemnify, and defend Landlord from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of: (A) any injury to or death of any

Site Name: Winchester
Site Number: AZ12-008

person; (B) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the negligent acts or omissions of Sun State Towers, or Sun State Towers' employees, agents or independent contractors; or (C) any breach of any representation or warranty made by Sun State Towers in this Prime Lease.

(b) Environmental Matters.

(i) Landlord, its heirs, grantees, successors, and assigns will indemnify, defend, reimburse and hold harmless Sun State from and against any and all damages arising from the presence of Hazardous Materials upon, about or beneath the Property or migrating to or from the Property or arising in any manner whatsoever out of the violation of any Environmental Laws, which conditions exist or existed prior to or at the time of the execution of this Prime Lease or which may occur at any time in the future through no fault of Sun State Towers. Notwithstanding the obligation of Landlord to indemnify Sun State pursuant to this Prime Lease, Landlord will, upon demand of Sun State Towers, and at Landlord's sole cost and expense, promptly take all actions to remediate the Property which are required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the Site, which remediation is necessitated from the presence upon, about or beneath the Property of a Hazardous Material. Such actions include but not be limited to the investigation of the environmental condition of the Property, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or actions necessary to restore the Property to the condition existing prior to the introduction of such Hazardous Material upon, about or beneath the Property notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.

(ii) Sun State Towers, its grantees, successors, and assigns will indemnify, defend, reimburse and hold harmless Landlord from and against environmental damages caused by the presence of Hazardous Materials on the Compound in violation of any Environmental Laws and arising solely as the result of Sun State Towers' activities after the execution of this Prime Lease.

(iii) Landlord be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Site or Property, unless such conditions or concerns are caused by the specific activities of Sun State Towers in the Site.

(iv) In the event that abatement of Hazardous Materials is required in connection with the construction of the Site, Landlord shall take responsibility as generator of the waste resulting from the abatement and shall cooperate with any

Site Name: Winchester
Site Number: AZ12-008

necessary abatement procedures, including signing all necessary documents and manifest required for abatement.

15. Casualty.

In the event of damage by fire or other casualty to the Site or Property that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Sun State's operations at the Site for more than forty-five (45) days, then Sun State may, at any time following such fire or other casualty, provided Landlord has not completed the restoration required to permit Sun State to resume its operation at the Site, terminate this Prime Lease upon fifteen (15) days prior written notice to Landlord. Any such notice of termination shall cause this Prime Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Prime Lease and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Prime Lease. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which Sun State's use of the Site is impaired.

16. Right of First Refusal; Sale of Property.

(a) During the Term, prior to selling the Site or any portion of or interest in the Site, including but not limited to a leasehold interest or easement, or otherwise transfer Landlord's interest in Rent, and prior to assigning the Rent or any portion of Rent to a third party, Landlord shall notify Sun State Towers in writing of the sale price and terms offered by a third party (the "*Offer*"), together with a copy of the Offer. Sun State Towers will have the right of first refusal to purchase the real property interest in the Site or Rent or portion of Rent being sold by Landlord to such third party on the same financial terms of the Offer. Sun State Towers will exercise its right of first refusal within sixty (60) days of receipt of Landlord's notice and if Sun State Towers does not provide notice within sixty (60) days, Sun State Towers will be deemed to have not exercised its right of first refusal. If Sun State Towers does not exercise its right of first refusal, paragraph 16(b) of this Prime Lease will control the terms of the sale.

(b) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Prime Lease; and (ii) if the sale does not include the assignment of Landlord's full interest in this Prime Lease the purchaser must agree to perform, without requiring compensation from Sun State, any obligation of the Landlord under this Prime Lease, including Landlord's obligation to cooperate with Sun State as provided hereunder, which obligation Landlord would no longer have the legal right or ability to perform following the sale without requiring compensation from Sun State to be paid to such purchaser.

17. Assignment.

(a) Any sublease, license or assignment of this Prime Lease that is entered into by Landlord or Sun State Towers is subject to the provisions of this Prime Lease.

(b) Landlord may assign this Prime Lease in its entirety to any third party in conjunction with a sale of the Property in accordance with paragraph 16 of this Prime Lease.

Site Name: Winchester
Site Number: AZ12-008

Landlord will not otherwise assign less than Landlord's full interest in this Prime Lease without the prior written consent of Sun State Towers.

(c) Sun State Towers may assign this Prime Lease without prior notice or consent of Landlord. Upon assignment, Sun State Towers shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Prime Lease and all obligations hereunder.

(d) Sun State Towers may mortgage or grant a security interest in this Prime Lease and the Tower Facilities, and may assign this Prime Lease and the Tower Facilities to any such mortgagees or holders of security interests including their successors and assigns (collectively, "**Secured Parties**"). If requested by Sun State Towers, Landlord will execute such consent to such financing as may reasonably be required by Secured Parties. In addition, if requested by Sun State Towers, Landlord agrees to notify Sun State Towers and Sun State Towers Secured Parties simultaneously of any default by Sun State Towers and to give Secured Parties the same right to cure any default as Sun State Towers. If a termination, disaffirmance or rejection of the Prime Lease by Sun State Towers pursuant to any laws (including any bankruptcy or insolvency laws) occurs, or if Landlord will terminate this Prime Lease for any reason, Landlord will give to Secured Parties prompt notice thereof and Secured Parties will have the right to enter upon the Compound during a 30-day period commencing upon Secured Parties' receipt of such notice for the purpose of removing any Tower Facilities. Landlord acknowledges that Secured Parties are third-party beneficiaries of this Prime Lease.

18. Condemnation. In the event of any condemnation of all or any portion of the Property, this Prime Lease shall terminate and the Parties shall have no further obligation (except for indemnifications which expressly survive this Prime Lease) as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Site or Property, Sun State Towers, in Sun State Towers' sole discretion, is unable to use the Site for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt Sun State Towers' operations at the Site for more than forty-five (45) days, Sun State Towers may, at Sun State Towers' option, to be exercised in writing within fifteen (15) days after Landlord shall have given Sun State Towers written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession), terminate this Prime Lease effective as of the date the condemning authority takes such possession. Sun State Towers shall be entitled to and shall receive and retain that part of the award or price paid by the condemning authority which is attributable to the improvements, fixtures, conduits, antennas, equipment; and all other things of Sun State Towers situated on the Site or the Property which cannot be removed, as well as Sun State Towers' relocation costs, damages and losses, and the loss of its leasehold interest (collectively, "**Losses**"). In addition, Sun State Towers may on its own behalf make a claim for its Losses in any condemnation proceeding involving the Site. Any such notice of termination shall cause this Prime Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Prime Lease and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to each other under this Prime Lease. If Sun State Towers does not terminate this Prime Lease in accordance with the foregoing, this Prime Lease shall remain in full force and effect as to the portion of the Site remaining, except that the rent shall be reduced in the same proportion as the rentable area of the

Site Name: Winchester
Site Number: AZ12-008

Site taken bears to the total rentable area of the Site. In the event that this Prime Lease is not terminated by reason of such condemnation, Landlord shall promptly repair any damage to the Site caused by such condemning authority. In the event this Prime Lease, is not terminated, Sun State Towers shall also be entitled to an award for its Losses.

19. Insurance.

(a) Sun State Towers will purchase and maintain in full force and effect throughout the Option Period and the Term such general liability and property damage policies as Sun State Towers may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of \$1,000,000.00.

(b) Landlord will purchase and maintain in full force and effect throughout the Option Period and the Term such general liability and property damage policies as Landlord may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of \$1,000,000.00.

20. Waiver of Damages.

(a) In the event that Sun State Towers does not exercise its Option: (i) Landlord's sole compensation and damages will be fixed and liquidated to the sums paid by Sun State Towers to Landlord as consideration for the Option; and (ii) Landlord expressly waives any other remedies it may have for a breach of this Prime Lease including specific performance and damages for breach of contract.

(b) Neither Landlord nor Sun State will be responsible or liable to the other Party for any loss or damage arising from any claim to the extent attributable to any acts of omissions of other licensees or tower users occupying the Tower Facilities or vandalism or for any structural or power failures or destruction or damage to the Tower Facilities except to the extent caused by the negligence or willful misconduct of such Party.

(c) EXCEPT WITH RESPECT TO INDEMNIFICATION OF THIRD PARTY CLAIMS UNDER THIS PRIME LEASE OR A VIOLATION OF LAW, IN NO EVENT SHALL EITHER LANDLORD OR SUN STATE BE LIABLE TO THE OTHER, THE OTHER'S EMPLOYEES, SUBCONTRACTORS, AND/OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, RELIANCE, PUNITIVE/EXEMPLARY OR TREBLE DAMAGES, LOSS OF FINANCING, LOSS OF REVENUE, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR LOST PROFITS, OR INTERRUPTION OR LOSS OF USE OF SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, AND WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS PRIME LEASE INCLUDING ANY SUPPLEMENT HEREUNDER OR THE PERFORMANCE OR BREACH HEREOF OR THEREOF.

21. Confidentiality. Landlord will not disclose to any third party the Rent payable by Sun State under this Prime Lease and will treat such information as confidential, except that Landlord may disclose such information to prospective buyers, prospective or existing lenders, Landlord's

Site Name: Winchester
Site Number: AZ12-008

affiliates and attorneys, or as may be required by law or as may be necessary for the enforcement of Landlord's rights under the Prime Lease.

22. Subordination Agreements.

(a) If the Site is encumbered by a mortgage or deed of trust, within thirty (30) days of receipt of a written request from Sun State Towers, Landlord agrees to execute and obtain the execution by its lender of a non-disturbance and attornment agreement in the form provided by Sun State Towers, to the effect that Sun State and Sun State's sublessees and licensees will not be disturbed in their occupancy and use of the Site by any foreclosure or to provide information regarding the mortgage to Sun State Towers.

(b) Should a subordination, non-disturbance and attornment agreement be requested by Landlord or a lender working with Landlord on a loan to be secured by the Property and entered into subsequent to the Execution Date, Sun State Towers will use good faith efforts to provide Landlord or Landlord's lender with Sun State Towers form subordination, non-disturbance and attornment agreement executed by Sun State Towers within thirty (30) days of such request.

23. Recording. Landlord agrees to execute a Memorandum of this Prime Lease which Sun State Towers may record with the appropriate officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term of rent payments.

24. Notices. All notices or demands by or from Sun State Towers to Landlord, or Landlord to Sun State Towers, required under this Prime Lease will be in writing and sent (United States mail postage pre-paid, certified with return receipt requested or by reputable national overnight carrier service, transmit prepaid) to the other Party at the addresses set forth in paragraph 1 of this Prime Lease or to such other addresses as the parties may, from time to time, designate consistent with this paragraph 24, with such new notice address being effective thirty (30) days after receipt by the other Party. Notices will be deemed to have been given upon either receipt or rejection.

25. Further Acts.

(a) Within fifteen (15) days after receipt of a written request from Sun State Towers, Landlord will execute any document necessary or useful to protect Sun State's rights under this Prime Lease or to facilitate the Intended Use including documents related to title, zoning and other Approvals, and will otherwise cooperate with Sun State in its exercise of its rights under this Prime Lease.

(b) In the event that Landlord fails to execute any such document(s), as required by paragraph 25(a) above, within fifteen (15) days following receipt of a written request from Sun State Towers, such document(s) will be deemed consented to and approved by Landlord, and, in addition to any and all rights and remedies set forth in this Prime Lease, Sun State shall additionally have the right to pursue any and all rights and remedies that it may have at law or in equity.

Site Name: Winchester
Site Number: AZ12-008

26. Memorandum of Lease. Simultaneously with the execution of this Prime Lease, the parties will enter into the Memorandum of Lease attached to this Prime Lease as Exhibit C which Sun State Towers may record in the public records of the county of the Property. Landlord acknowledges and agrees that after Landlord signs the Memorandum of Lease but before Sun State Towers records the Memorandum of Lease, Sun State Towers may add both: (a) a reference to the recording granting Landlord its interest in the Property; (b) a legal description of the Property as Exhibit A to the Memorandum of Lease, and (c) a legal description of the Site as Exhibit B to the Memorandum of Lease. Landlord agrees to execute and return to Sun State Towers a recordable amendment to the Memorandum of Lease in form supplied by Sun State Towers if: (i) the information included in the Memorandum of Lease changes, or (ii) if it becomes clear that such information is incorrect or incomplete or if this Prime Lease is otherwise amended.

27. Miscellaneous.

(a) This Prime Lease runs with the Property and is binding upon and will inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

(b) Sun State Towers may, at Sun State Towers' sole cost and expense, procure an abstract of title, a commitment to issue a policy of title insurance, or an owner's policy of title insurance with respect to Sun State Towers' leasehold interest in the Property (collectively "***Title Coverage***").

(c) Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

(d) The substantially prevailing Party in any litigation arising hereunder is entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(e) Each Party agrees to furnish to the other, within thirty (30) days after request, such estoppel information as the other may reasonably request.

(f) This Prime Lease constitutes the entire agreement and understanding of Landlord and Sun State Towers with respect to the subject matter of this Prime Lease, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not stated in this Prime Lease. Any amendments to this Prime Lease must be in writing and executed and delivered by Landlord and Sun State Towers.

(g) If either Landlord or Sun State Towers is represented by a real estate broker in this transaction, that Party is fully responsible for any fees due such broker and will hold the other Party harmless from any claims for commission by such broker.

(h) The Prime Lease will be construed in accordance with the laws of the state in which the Site is situated.

Site Name: Winchester
Site Number: AZ12-008

(i) Landlord recognizes that this Prime Lease is a lease of real property under which Sun State, in addition to all rights and privileges it receives herein, is entitled to all rights and protections under 11 U.S.C. § 365(h), as amended from time to time.

(j) If any term of the Prime Lease is found to be void or invalid, the remainder of this Prime Lease will continue in full force and effect.

(k) With respect to Sun State Towers' acquisition of Title Coverage, Landlord will cooperate by promptly executing any documentation required by the title insurance company.

(l) This Prime Lease may be executed in two (2) or more counterparts, all of which are considered one and the same agreement and become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

(m) Landlord will not, during the Option Period or the Term, enter into any other lease, license, or other agreement for the same or similar purpose as the Intended Use, on or adjacent to the Property.

(n) Failure or delay on the part of either Party to exercise any right, power or privilege hereunder will not operate as a waiver thereof and waiver of breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach.

(o) The parties agree that irreparable damage would occur if any of the provisions of this Prime Lease were not performed in accordance with their specified terms or were otherwise breached. Therefore, the parties agree the parties will be entitled to an injunction(s) in any court in the state in which the Site is located to prevent breaches of the provisions of this Prime Lease and to enforce specifically the terms and provisions of the Prime Lease, this being in addition to any other remedy to which the parties are entitled at law or in equity.

(p) Each Party executing this Prime Lease acknowledges that it has full power and authority to do so and that the person executing on its behalf has the authority to bind the Party.

(q) The parties agree that a scanned or electronically reproduced copy or image of this Prime Lease will be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence hereof notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Prime Lease and without the requirement that the unavailability of such original, executed counterpart of this Prime Lease first be proven.

[SIGNATURES APPEAR ON NEXT PAGE]

Site Name: Winchester
Site Number: AZ12-008

IN WITNESS WHEREOF, Landlord and Sun State Towers have each executed this Prime Lease as of the respective dates written below.

LANDLORD:

APACHE COUNTY BOARD OF SUPERVISORS,
A political subdivision of the State of Arizona

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

Before me, _____ the undersigned, a Notary Public for the State, personally appeared _____, who is the _____ of _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official stamp or seal, this ____ day of _____, 2017.

[Affix Notary Seal]

Notary Public
My commission expires:

Site Name: Winchester
Site Number: AZ12-008

SUN STATE TOWERS:

SUN STATE TOWERS III, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

Before me, _____ the undersigned, a Notary Public for the State, personally appeared _____, who is the _____ of SUN STATE TOWERS III, LLC, a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official stamp or seal, this _____ day of _____, 2017.

[Affix Notary Seal]

Notary Public
My commission expires:

Site Name: Winchester
Site Number: AZ12-008

EXHIBITS

The following exhibits are attached to this Prime Lease and incorporated into this Prime Lease:

- Exhibit A Description or Depiction of Property
- Exhibit B Description or Depiction of Site
- Exhibit C Memorandum of Lease

Site Name: Winchester
Site Number: AZ12-008

EXHIBIT A

DESCRIPTION OR DEPICTION OF PROPERTY

LESSOR'S LEGAL DESCRIPTION

G.L.O. LOT 1; THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 10 NORTH, RANGE 25 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA;

EXCEPT ANY PORTION LYING NORTH OF THE SOUTH LINE OF THE RIGHT-OF-WAY OF U.S. HIGHWAY 60.

Site Name: Winchester
Site Number: AZ12-008

EXHIBIT B

DESCRIPTION OR DEPICTION OF LEASE PREMISES

LEASE AREA LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 10 NORTH, RANGE 25 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 18; THENCE NORTH 00°16'58" EAST ALONG THE WEST LINE OF SAID SECTION 18, 1316.27 FEET; THENCE CONTINUING ALONG SAID WEST LINE NORTH 00°16'58" EAST, 324.16 FEET; THENCE DEPARTING SAID LINE SOUTH 89°43'02" EAST, 539.63 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 00°00'00" EAST, 50.00 FEET; THENCE NORTH 90°00'00" EAST, 50.00 FEET; THENCE SOUTH 00°00'00" EAST, 25.00 FEET; THENCE SOUTH 00°00'00" EAST, 25.00 FEET; THENCE NORTH 90°00'00" WEST, 50.00 FEET TO THE POINT OF BEGINNING.

Site Name: Winchester
Site Number: AZ12-008

EXHIBIT B CON'T

DESCRIPTION OR DEPICTION OF ACCESS / UTILITY EASEMENTS

LESSEE ACCESS AND UTILITY EASEMENT LEGAL DESCRIPTION

A 12.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 10 NORTH, RANGE 25 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 18; THENCE NORTH 00°16'58" EAST ALONG THE WEST LINE OF SAID SECTION 18, 1316.27 FEET; THENCE CONTINUING ALONG SAID WEST LINE NORTH 00°16'58" EAST, 324.16 FEET; THENCE DEPARTING SAID LINE SOUTH 89°43'02" EAST, 539.63 FEET; THENCE NORTH 00°00'00" EAST, 50.00 FEET; THENCE NORTH 90°00'00" EAST, 50.00 FEET; THENCE SOUTH 00°00'00" EAST, 25.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 90°00'00" EAST, 474.25 FEET; THENCE NORTH 02°41'45" EAST, 644.99 FEET TO THE POINT OF TERMINUS.

LESSEE UTILITY EASEMENT LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 10 NORTH, RANGE 25 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 18; THENCE NORTH 00°16'58" EAST ALONG THE WEST LINE OF SAID SECTION 18, 1316.27 FEET; THENCE CONTINUING ALONG SAID WEST LINE NORTH 00°16'58" EAST, 324.16 FEET; THENCE DEPARTING SAID LINE SOUTH 89°43'02" EAST, 539.63 FEET; THENCE NORTH 00°00'00" EAST, 50.00 FEET; THENCE NORTH 90°00'00" EAST, 50.00 FEET; THENCE SOUTH 00°00'00" EAST, 25.00 FEET; THENCE SOUTH 00°00'00" EAST, 25.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°00'00" EAST, 712.89 FEET; THENCE NORTH 82°31'08" WEST, 10.09 FEET; THENCE NORTH 00°00'00" EAST, 20.17 FEET; THENCE SOUTH 82°31'08" EAST, 390.85 FEET; THENCE SOUTH 07°28'52" WEST, 20.00 FEET; THENCE NORTH 82°31'08" WEST, 357.96 FEET; THENCE SOUTH 00°00'00" EAST, 710.27 FEET; THENCE NORTH 90°00'00" WEST, 20.00 FEET TO THE POINT OF BEGINNING.

Site Name: Winchester
Site Number: AZ12-008

EXHIBIT C

MEMORANDUM OF LEASE

[see following pages]

Prepared by and Return To:
Sun State Towers, LLC
1426 North Marvin Street #101
Gilbert, AZ 85233
Site # AZ12-008
Site Name: Winchester
Tax Parcel No.: 109-39-006

Memorandum of Lease Agreement

THIS MEMORANDUM OF LEASE AGREEMENT (“*Memorandum*”) is executed this ____ day of _____, 2017, by and between Apache County Board of Supervisors, a political subdivision of the State of Arizona with a mailing address of PO Box 428, St. Johns, AZ 85936 (“*Landlord*”) and SUN STATE TOWERS III, LLC, a Delaware limited liability company, with a mailing address of 1426 North Marvin Street #101, Gilbert, AZ 85233 (“*Sun State Towers*”) and evidences that on the ____ day of _____, 2017, a Lease Agreement (“*Agreement*”) was entered into by and between Landlord and Sun State Towers.

1. **Option.** The initial term of the Option is twelve (12) months from the date of the Agreement. This Option can be extended by Sun State Towers for two (2) additional periods of twelve (12) months and for such other periods as the Landlord and Sun State Towers mutually agree.

2. **Property.** Landlord owns certain real property described in Exhibit A (“*Property*”). Subject to the terms of the Agreement, Landlord has granted to Sun State Towers an option to lease a portion of the Property (“*Compound*”) and to acquire certain easements for ingress, egress and utilities for the benefit of Sun State Towers and Sun State Towers’ sublessees and invitees (“*Easements*” and collectively with the Compound, the “*Site*”, as shown on Exhibit B), a license to use certain other portions of the Property and a right of first refusal to purchase the Site and/or the Property.

3. **Lease.** Should Sun State Towers exercise its Option, the Agreement will constitute a lease of the Site. The initial term of the lease will be for ten (10) years commencing

upon the date Sun State Towers specifies in a written notice to Landlord. The Agreement will automatically renew for four (4) additional periods of ten (10) years each, unless Sun State Towers notifies Landlord of its decision not to renew the Agreement.

4. **Notices**. All notices, requests, demands, and other communications to the Landlord or Sun State Towers will be made at the following addresses:

Landlord: Apache County Board of Supervisors
PO Box 428
St. Johns, AZ 85936

Sun State Towers Sun State Towers, LLC
1426 North Marvin Street #101
Gilbert, AZ 85233
Attn: Land Management

5. **Construction of Memorandum**. This Memorandum is not a complete summary of the terms and conditions contained in the Agreement. Provisions in the Memorandum will not be used in interpreting the Agreement provisions. In the event of a conflict between this Memorandum and the Agreement, the Agreement will control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set forth above.

LANDLORD:

APACHE COUNTY BOARD OF SUPERVISORS,
A political subdivision of the State of Arizona

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Before me, _____ the undersigned, a Notary Public for the State, personally appeared _____, who is the _____ of _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official stamp or seal, this _____ day of _____, 2017.

[Affix Notary Seal]

Notary Public
My commission expires:

SUN STATE TOWERS:

SUN STATE TOWERS III, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Before me, _____ the undersigned, a Notary Public for the State, personally appeared _____, who is the _____ of SUN STATE TOWERS III, LLC, a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official stamp or seal, this _____ day of _____, 2017.

[Affix Notary Seal]

Notary Public
My commission expires:

EXHIBIT A

DESCRIPTION OR DEPICTION OF PROPERTY

LESSOR'S LEGAL DESCRIPTION

G.L.O. LOT 1; THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 10 NORTH, RANGE 25 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA;

EXCEPT ANY PORTION LYING NORTH OF THE SOUTH LINE OF THE RIGHT-OF-WAY OF U.S. HIGHWAY 60.

EXHIBIT B

DESCRIPTION OR DEPICTION OF SITE

LEASE AREA LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 10 NORTH, RANGE 25 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 18; THENCE NORTH 00°16'58" EAST ALONG THE WEST LINE OF SAID SECTION 18, 1316.27 FEET; THENCE CONTINUING ALONG SAID WEST LINE NORTH 00°16'58" EAST, 324.16 FEET; THENCE DEPARTING SAID LINE SOUTH 89°43'02" EAST, 539.63 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 00°00'00" EAST, 50.00 FEET; THENCE NORTH 90°00'00" EAST, 50.00 FEET; THENCE SOUTH 00°00'00" EAST, 25.00 FEET; THENCE SOUTH 00°00'00" EAST, 25.00 FEET; THENCE NORTH 90°00'00" WEST, 50.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B CON'T

DESCRIPTION OR DEPICTION OF SITE

LESSEE ACCESS AND UTILITY EASEMENT LEGAL DESCRIPTION

A 12.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 10 NORTH, RANGE 25 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 18; THENCE NORTH 00°16'58" EAST ALONG THE WEST LINE OF SAID SECTION 18, 1316.27 FEET; THENCE CONTINUING ALONG SAID WEST LINE NORTH 00°16'58" EAST, 324.16 FEET; THENCE DEPARTING SAID LINE SOUTH 89°43'02" EAST, 539.63 FEET; THENCE NORTH 00°00'00" EAST, 50.00 FEET; THENCE NORTH 90°00'00" EAST, 50.00 FEET; THENCE SOUTH 00°00'00" EAST, 25.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 90°00'00" EAST, 474.25 FEET; THENCE NORTH 02°41'45" EAST, 644.99 FEET TO THE POINT OF TERMINUS.

LESSEE UTILITY EASEMENT LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 10 NORTH, RANGE 25 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 18; THENCE NORTH 00°16'58" EAST ALONG THE WEST LINE OF SAID SECTION 18, 1316.27 FEET; THENCE CONTINUING ALONG SAID WEST LINE NORTH 00°16'58" EAST, 324.16 FEET; THENCE DEPARTING SAID LINE SOUTH 89°43'02" EAST, 539.63 FEET; THENCE NORTH 00°00'00" EAST, 50.00 FEET; THENCE NORTH 90°00'00" EAST, 50.00 FEET; THENCE SOUTH 00°00'00" EAST, 25.00 FEET; THENCE SOUTH 00°00'00" EAST, 25.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°00'00" EAST, 712.89 FEET; THENCE NORTH 82°31'08" WEST, 10.09 FEET; THENCE NORTH 00°00'00" EAST, 20.17 FEET; THENCE SOUTH 82°31'08" EAST, 390.85 FEET; THENCE SOUTH 07°28'52" WEST, 20.00 FEET; THENCE NORTH 82°31'08" WEST, 357.96 FEET; THENCE SOUTH 00°00'00" EAST, 710.27 FEET; THENCE NORTH 90°00'00" WEST, 20.00 FEET TO THE POINT OF BEGINNING.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: _____

4/24/17 [Signature]

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

County Manager: Discussion and possible approval of the Liquor License Application recommendation (09010012) for William Jackson (Trisha Haley) Jiffy Store, Highway 61, Concho, Arizona.

Meeting Date Requested 5/2/17

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 _____

[Signature]

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

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

DOYEL SHAMLEY
VICE CHAIR OF THE BOARD
DISTRICT III
P.O. Box 428, 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



DELWIN P. WENGERT, MANAGER-CLERK
ST. JOHNS, AZ 85936

March 27, 2017

William Jackson (for Trisha Haley)
P.O. Box 228
Concho, Arizona 85924

Dear Mr. Jackson,

The Liquor License Application for Trisha Haley has been scheduled for the Board of Supervisors' meeting on Tuesday, May 2, 2017 at 8:30 a.m. The meeting will be held in the Supervisors' Meeting Room, County Annex Building, 75 West Cleveland, St. Johns, Arizona.

You are welcome to be present at this hearing and please feel free to contact my office if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Beth Bond". The signature is fluid and cursive.

Beth Bond
Assistant Clerk of the Board

ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-5141



AFFIDAVIT OF POSTING

Date of Posting: 3.29.17 Date of Posting Removal: 4.20.17

Applicant Name: Jackson William
Last First Middle

Business Address: Hwy 61 Condo 85924
Street City Zip

License #: 09010012

I hereby certify that pursuant to A.R.S. § 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

DALE HAUSER AIDE (928) 337-7531
Print Name of City/County Official Title Telephone #

Dale Hauser 4-20-17
Signature Date Signed

Return this affidavit with your recommendation (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.

If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

Individuals requiring special accommodations please call (602) 542-9027



Arizona Department of Liquor Licenses and Control
 800 W Washington 5th Floor
 Phoenix, AZ 85007-2934
 www.azliquor.gov
 (602) 542-5141

17 MAR 10 Liq. Dept PM12:44

Application for Liquor License
 Type or Print with Black Ink

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE
 A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

SECTION 1 This application is for a:

- Interim Permit (Complete Section 5)
- New License (Complete Sections 2, 3, 4, 13, 14, 15, 16)
- Person Transfer (Complete Section 2, 3, 4, 12, 13, 14, 16)
- Location Transfer (Bars and Liquor Stores Only)
(Complete Section 2, 3, 4, 11, 13, 14, 16)
- Probate/ Will Assignment/ Divorce Decree
(Complete Sections 2, 3, 4, 9, 13, 14, 16)
(Fee not required)
- Government (Complete Sections 2, 3, 4, 10, 13, 16)
- Seasonal

SECTION 2 Type of Ownership:

- J.T.W.R.O.S. (Complete Section 6)
- Individual (Complete Section 6)
- Partnership (Complete Section 6)
- Corporation (Complete Section 7)
- Limited Liability Co (Complete Section 7)
- Club (Complete Section 8)
- Government (Complete Section 10)
- Trust (Complete Section 6)
- Tribe (Complete Section 6)
- Other (Explain) _____

SECTION 3 Type of license

1. Type of License: Series 9 LICENSE # 09010012

SECTION 4 Applicants

1. Individual Owner/Agent's Name: JACKSON WILLIAM M Lynn
 -Haley -Trisha -Lynn
 Last First Middle

2. Owner Name: Haley's Groceries LLC
 (Ownership name for type of ownership checked on section 2)

3. Business Name: Jiffy Store
 (Exactly as it appears on the exterior of premises) H/W/ 61

4. Business Location Address: 36 Commercial Dr. Concho AZ 85924 Apache
 (Do not use PO Box) Street City State Zip Code County

5. Mailing Address: PO Box 1160 Concho AZ 85924
 (All correspondence will be mailed to this address) Street City State Zip Code

6. Business Phone: 928-337-2616 Daytime Contact Phone: 928-892-2120 928-607-350

7. Email Address: trisha.haley78@gmail.com

8. Is the Business located within the incorporated limits of the above city or town? Yes No

9. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? Yes No
 If yes, what City, Town or Tribal Reservation is this Business located in: _____

10. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only) \$ 10,000

Fees: <u>\$100</u>	<u>\$100</u>	Department Use Only	<u>\$44</u>	<u>\$244.00</u>
Application	Interim Permit	Site Inspection	Finger Prints	Total of All Fees
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Accepted by: <u>C.A.</u>	Date: <u>3-17-17</u>	License #	<u>09010012</u>	

SECTION 5 Interim Permit

- If you intend to operate business when your application is pending you will need an interim permit pursuant to ARS § 4-203.01
- There **MUST** be a valid license of the same type you are applying for currently issued to the location or for the replacement of a Hotel/Motel license with a Restaurant license pursuant to A.R.S. § 4-203.01.

1. Enter license number currently at the location: 09010012

2. Is the license currently in use? Yes No If no, how long has it been out of use? _____

Attach a copy of the license currently issued at this location to this application.

I, William M Jackson declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING PERSON on the stated license and location.

(Print Full Name)

x William M Jackson
(Signature of CURRENT Individual Owner/Agent)

State of ARIZONA County of APACHE
The foregoing instrument was acknowledged before me this

My commission expires on: 01/04/2020

9th of MARCH, 2017
Day Month Year



Christine M Bennett
Signature of NOTARY PUBLIC

SECTION 6 Individual, Partnership, J.T.W.R.O.S, Trust, Tribe Ownerships

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE, AN "APPLICANT" TYPE FINGERPRINT CARD AND \$22 PROCESSING FEE FOR EACH CARD.

Individual

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code

Is any person other than above, going to share in profit/losses of the business? Yes No

If Yes, give name, current address, and telephone number of person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City	State	Zip Code	Phone #

Partnership

Name of Partnership: _____

General-Umited	Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
<input type="checkbox"/>								
<input type="checkbox"/>								
<input type="checkbox"/>								
<input type="checkbox"/>								

J.T.W.R.O.S (Joint Tenant with Rights of Survivorship)

Name of J.T.W.R.O.S: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

STATE OF ARIZONA
DEPARTMENT OF LIQUOR LICENSES
AND CONTROL
ALCOHOLIC BEVERAGE LICENSE
License 09010012

Issue Date: 4/26/1995

Expiration Date: 5/31/2017

Issued To:

WILLIAM M JACKSON, III, Agent
JACKSON'S GROCERY INC, Owner

Location:

JIFFY STORE
HWY 61
CONCHO, AZ 85924

Mailing Address:

WILLIAM M JACKSON, III
JACKSON'S GROCERY INC
JIFFY STORE
P O BOX 228
CONCHO, AZ 85924



POST THIS LICENSE IN A CONSPICUOUS PLACE

17 APR 17 1995 11:05 AM

SECTION 6 - continued

TRUST

Name of Trust: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

TRIBE

Name of Tribal Ownership: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

SECTION 7 Corporations/ Limited Liability Co

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE, AN "APPLICANT" TYPE FINGERPRINT CARD AND \$22 PROCESSING FEE FOR EACH CARD.

Corporation Complete Questions 1, 2, 3, 4, 5, 6, and 7

L.L.C. Complete Questions 1, 2, 3, 4, 5, 6, and 7

1. Name of Corporation/ L.L.C: Haley's Groceries LLC

2. Date Incorporated/Organized: 01/05/2017 State where Incorporated/Organized: Arizona

3. AZ Corporation or AZ L.L.C File No: L21495105 Date authorized to do Business in AZ: 02/06/2017

4. Is Corp/L.L.C. Non Profit? Yes No

5. List Directors, Officers, Members in Corporation/L.L.C:

Last	First	Middle	Title	Mailing Address	City	State	Zip Code
Haley	Trisha	Lynn	member	PO Box 1160	Concho	AZ	85924

(Attach additional sheet if necessary)

6. List all Stockholders / percentage owners who own 10% or more:

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
Haley	Trisha	Lynn	100	PO Box 1160	Concho	AZ	85924

(Attach additional sheet if necessary)

7. If the corporation/ L.L.C are owned by another entity, attach an Organizational **FLOWCHART** showing the structure of the ownership. Attach additional sheets as needed in order to disclose the Officers, Directors, Members, Managers, Partners, Stockholders and percentage owners of those entities.

SECTION 12 Person to Person Transfer

Questions to be completed by Current Licensee (Bar and Liquor Stores Only- Series, 06, 07, and 09)

1. Individual Owner / Agent Name: Jackson William M III Entity: Agent
Last First Middle (Individual, Agent, Etc.)

2. Ownership Name: Jackson's Groceries Inc
(Exactly as it appears on license)

3. Business Name: Jiffy Store
(Exactly as it appears on license)

4. Business Location Address: Hwy 61 Concho AZ 85924
Street City State Zip

5. License Type: Series 9- Alcohol Beverage License Number: 09010012

6. Current Mailing Address: PO Box 228 Concho AZ 85924
Street City State Zip

7. Have all creditors, lien holders, interest holders, etc. been notified? Yes No

8. Does the applicant intend to operate the business while this application is pending? Yes No

If yes, complete Section 5 (Interim Permit) of this application; attach fee, and current license to this application.

9. I, (Print Full Name) William M Jackson III hereby authorize the department to process this Application to transfer the privilege of the license to the applicant provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, (Print Full Name) William M Jackson III, declare that I am the **CURRENT OWNER, MEMBER, PARTNER STOCKHOLDER or LICENSEE** of the stated license. I have read the above Section 12 and confirm that all statements are true, correct, and complete.

NOTARY

x William M Jackson III
(Signature of CURRENT Individual Owner/Agent)

State of ARIZONA County of APACHE
The foregoing Instrument was acknowledged before me this

My commission expires on: 01/04/2020

9th of MARCH, 2017
Day Month Year



Christine M Bennett
Signature of NOTARY PUBLIC

SECTION 13 Proximity to Church or School
Questions to be completed by all in-state applicants.

A.R.S. § 4-207. (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building.
The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02) Series 12
- b) Hotel/motel license (§ 4-205.01) Series 11
- c) Microbrewery Series 3
- d) Craft Distillery Series 18
- e) Government license (§ 4-205.03) Series 5
- f) Fenced playing area of a golf course (§ 4-207(B)(5))
- g) Wholesaler Series 4
- h) Farm Winery Series 13

1. Distance to nearest School: 1 Mile Name of School: Concho School
 (If less than one (1) mile note footage) Address: 6 Country Road 5101 Concho AZ 85924

2. Distance to nearest Church: 700 feet (2.5 blocks) Name of Church: Concho Valley Orthodox Presbyterian
 (If less than one (1) mile note footage) Address: Church, 79 Commercial Drive CR 5059, Concho, AZ 85924

SECTION 14 Business Financials

1. I am the: Lessee Sub-lessee Owner Purchaser Management Company

2. If the premise is leased give lessors: NA Name: _____
 Address: _____
Street City State Zip

3. Monthly Rent/ Lease Rate: \$ NA

4. What is the remaining length of the lease? Yrs. NA Months _____

5. What is the penalty if the lease is not fulfilled? \$ NA or Other: _____
(Give details-attach additional sheet if necessary)

6. Total money borrowed for the Business not including lease? \$ NA
 Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

7. What type of business will this license be used for (be specific)?
Retail sales of groceries, liquor, and tobacco/ Convenience store

8. Has a license or a transfer license for the premises on this application been denied by the state with in the past (1) year? Yes No If yes, attach explanation.

9. Does any spirituous liquor manufacture, wholesaler, or employee have an interest in your business? Yes No

10. Is the premises currently license with a liquor license? Yes No
 If yes, give license number and licensee's name:
 License #: 09010012 Individual Owner /Agent Name: WILLIAM M JACKSON III
Jackson Groceries Inc.
(Exactly as it appears on license)

SECTION 15 Restaurant or hotel/motel license applicants

- 1. Is there an existing Restaurant or Hotel/Motel Liquor License at the proposed location? Yes No
- 2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
- 3. All Restaurant and Hotel/Motel applicants must complete a Restaurant Operation Plan form provided by the Department of Liquor Licenses and Control.
- 4. As stated in A.R.S. § 4-205.02. (H)(2), a Restaurant is an establishment which derives at least forty (40) percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from sales of food and spirituous liquor on the licensed premises. By applying for this Restaurant Hotel/Motel, I certify that I understand that I must maintain a minimum of forty (40) percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit form with this application.

(Applicant's Signature)

5. I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing; specify why the extension is necessary; and the new inspection date you are requesting.

(Applicant's Initials)

SECTION 16 Diagram of Premises

Check ALL boxes that apply to your business:

- Entrances/Exits Liquor storage areas **Patio:** Contiguous
- Walk-up windows Drive-through windows Non Contiguous

1. Is your licensed premises currently closed due to construction, renovation or redesign? Yes No
If yes, what is your estimated completion date? _____

Month/Day/Year

- 2. **Restaurants and Hotel/Motel** applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Place for diagram is on section 16 number 6.
- 3. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored on the premises unless it is a restaurant (see # 3 above).
- 4. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises such as parking lots, living quarters, etc.
- 5. **As stated in A.R.S. § 4-207.01 (B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to the boundaries, entrances, exits, added or deleted doors, windows, service windows or increase or decrease to the square footage after submitting this initial diagram.**

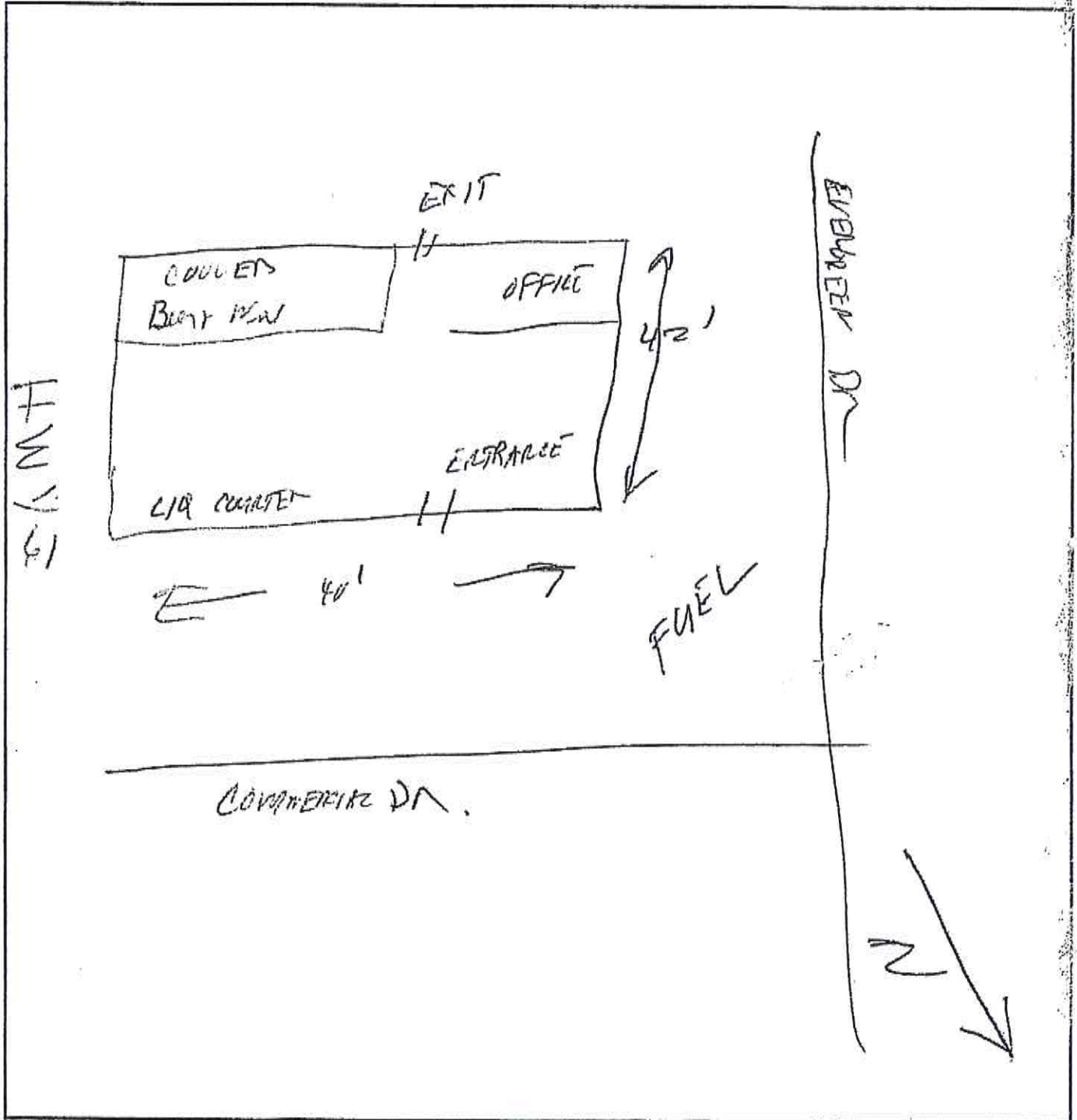
(Applicant's Initials)

SECTION 16 Diagram of Premises – continued

6. On the diagram please show only the areas where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, hi-top tables, dining tables, dining chairs, dance floor, stage, game room, and the kitchen. DO NOT include parking lots, living quarters, etc. When completing diagram, North is up.

If a legible copy of a rendering or drawing of your diagram of the premises is attached to this application, please write the words "DIAGRAM ATTACHED" in the box provided for the diagram on the application.

DIAGRAM OF PREMISES



NOTARY

I, (Print Full Name) Trisha L Haley, hereby declare that I am the Owner/Agent filing this application as stated in Section 4 # 1. I have read this application and verify all statements to be true, correct and complete.

X Trisha L Haley
(Signature of CURRENT Individual Owner/Agent)

State of ARIZONA County of APACHE
The foregoing instrument was acknowledged before me this

My commission expires on: 01/04/2020

9th of MARCH, 2017
Day Month Year



Christine M Bennett
Signature of NOTARY PUBLIC

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:

4/24/17
[Handwritten 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

Meeting Date Requested 5/2/17

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

[Handwritten Initials]