



Joe Shirley, Jr.
Supervisor, District I

Alton Joe Shepherd
Chairman, District II

Nelson Davis
Vice Chairman, District III

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

May 2, 2023
Board of Supervisors' Hearing Room, First Floor
75 West Cleveland Street
St. Johns, Arizona
8:30 a.m. MST

Invocation by Invitation.
Pledge of Allegiance.

1. County Manager: Following a public hearing, discussion, and possible approval of the proposed Escudilla Domestic Water Improvement District. Any member of the public may view a copy of the petitions and boundary map in the County Manager's Office.
2. Community Development: Following a public hearing, discussion, and possible approval of the Fourth Amended Plat of the Hidden Paradise Subdivision, allowing Becky Ivins to split her +/- 5-acre lot and create two (2) +/- 2.5-acre lots for residential use. The property is located at 54 County Road 8405 in Vernon, Arizona A.P.N. 106-25-004. The Apache County Planning & Zoning Commission recommended approval on April 6, 2023.
3. 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 4, 2023 to May 2, 2023. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.
- *B. Request approval of minutes dated April 4, 2023, and April 24, 2023.

Emergency Management:

- *C. Request approval to appoint Ferrin Crosby as the Applicant Agent for DR-4620AZ. This will allow Mr. Crosby to be the signatory on all projects for the July 2021 flood event.

Treasurer's Office:

- *D. Request approval of "Certificate of Removal and Abatement of Taxes" pursuant to A.R.S. §42-1835(15). Total taxes, penalties, and interest abated for the following properties:
 - \$177.31 for property account M8600123
 - \$465.71 for property account P1223832
 - \$548.62 for property account P0106419
 - \$1,205.50 for property account M0900170

Community Development:

- *E. Request approval to waive the \$300 fee for a Temporary Use Permit allowing the Greer Civic Association, a non-profit organization to hold the annual Greer Days community event June 9 & 10, 2023.
- *F. Request approval of a conditional use permit allowing Commnet of Arizona, LLC to construct a 195' telecommunications tower within a 100' x 100' fenced compound. The property is located adjacent to the Vernon Fire Station at 1 County Road N3115 in Vernon, Arizona A.P.N. 106-74-002F. The Apache County Planning & Zoning Commission recommended approval on April 6, 2023.
- *G. Request the appointment of Bob Pollock from Greer, to serve on the Planning and Zoning Commission for District III, for a four (4) year term, effective May 8, 2023.

Recorder's Office:

- *H. Request approval to extend the current support agreement with Saul's Creek Engineering to conduct everyday recording functions. This is a four-month extension until Tyler Technologies is implemented.

Engineering Department:

- *I. Request approval of relocation reimbursement in the amount of \$1,000 in accordance with Apache County Human Resources Policy Manual Section 1.7 for newly hired Senior Project Engineer Christopher Padilla.
4. Election Department: Discussion and possible approval to allow the White Mountain Communities Special Health Care District to hold a vote by mail election on November 7, 2023 to re-authorize the authority to levy a secondary property tax.

5. Sheriff's Office: Discussion and possible approval of the Modification of Grant #22-LE-11030100-034 to increase an additional \$5,000 for continued campground/forest patrol.
6. Information Technology Department: Discussion and possible approval of the Registration Services Agreement with the American Registry for Internet Numbers.
7. Probation Services: Discussion and possible approval to appoint Timothy Hinton, Finance Director, as the Chief Fiscal Officer for both the Adult and Juvenile Divisions in accordance with the Arizona Code of Judicial Administration.
8. Probation Services: Discussion and possible approval to provide an additional \$2,574 in matching funds for an ongoing Family Counseling grant. The State of Arizona will disburse an additional \$10,295 for a total of \$24,956 for FY23.
9. Probation Services: Discussion and possible approval to change the Juvenile Community Restitution Coordinator (Range 26) \$29,707, to a Probation Specialist (Range 26) \$29,707. This will result in no increase to the budget.
10. Engineering Department/District II: Discussion and possible approval to purchase a new Super18 Dump Truck, utilizing District II funds in the amount of \$318,206.
11. Engineering Department/District II: Discussion and possible approval to purchase a new CAT 150-15AWD through the OMNIA contract with trade in, and financed for three (3) annual payments, from Caterpillar Financial Services Corporation.
12. Engineering Department: Discussion and possible approval to update the yearly contract trucking bid.
13. County Manager: Notification of the following meetings where two or more members of the Apache County Board of Supervisors may be in attendance.
 - The Eastern Arizona Counties Organization meeting on May 24, 2023, at 2:00 p.m. held at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
 - Small Counties Forum meeting on May 24, 2023, at 5:30 p.m. held at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
 - The County Supervisors Association (CSA) meeting on May 25, 2023, at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.

14. 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 this 27th day of April 2023 at 2:00 p.m. MST by BTB.



Ryan N. Patterson
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: _____

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

Following a public hearing, discussion, and possible approval of the proposed Escudilla Domestic Water Improvement District. Any member of the public may view a copy of the petitions and boundary map in the County Manager's Office.

BOS Meeting Date Requested 5/2/2023

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature CH Rth

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

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

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

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

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

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



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

RESOLUTION 2023-_____

**RESOLUTION AND ORDER FOR ESTABLISHMENT OF THE ESCUDILLA
MOUNTAIN DOMESTIC WATER IMPROVEMENT DISTRICT OF
APACHE COUNTY, ARIZONA**

Whereas a petition was filed with the Clerk of the Board of Supervisors of Apache County, Arizona, requesting the formation of a domestic water improvement district to be known as the Escudilla Mountain Domestic Water Improvement District of Apache County, Arizona, (the District), pursuant to Arizona Revised Statutes Title 48, Chapter 6, for the purpose of acquiring, constructing, and operating a domestic water system and making other local improvements or acquisitions in the District or for the benefit of the District as authorized by A.R.S. § 48-909; and

Whereas the Board of Supervisors of Apache County, Arizona (hereinafter the "Board") finds that the petition has been signed by fifty-one percent or more of the property owners within the proposed boundaries of the District and that public notice of the hearing on the proposed establishment of the District was given pursuant to A.R.S. § 48-905; and

Whereas petitioners have requested and obtained written confirmation and a map from the Arizona Corporation Commission confirming that the boundaries of the District are not wholly or partially within the service area or proposed service area of a public service corporation as prescribed in A.R.S. § 48-903(D); and

Whereas after holding a public hearing and having heard all interested property owners on all matters relating to the proposed establishment of the District, the Board of Supervisors find the public convenience, necessity and welfare will be promoted by the establishment of the District.

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

Section 1. A domestic water improvement district is hereby organized under the name of Escudilla Mountain Domestic Water Improvement District of Apache County, Arizona, by which name it shall be known in all proceedings hereafter.

Section 2. The legal description and the boundaries of the District are as set forth on the attached Exhibits A and B, respectively.

Section 3. Pursuant to A.R.S. §§ 48-903 and 48-1012, the Board hereby approves and appoints the following persons as the initial Board of Directors of the District:

- A. Melissa Chivers
- B. John Cochran
- C. William Pat Cruse IV
- D. Michael Draper
- E. David Knobbe

Section 4. That an election of directors for expiring director position terms, as required by A.R.S. § 48-1012, shall be conducted every two years commencing with the next general election conducted pursuant to A.R.S. § 16-211.

Section 5. That, with reference to A.R.S. § 48-1015 (A), the Board of Directors shall forward to the Clerk of the Board of Supervisors a copy of the District's Annual Budget, Annual Report, and results of operation for each of the first three fiscal years of the District's existence so that the Board of Supervisors may review and comment if it deems it appropriate to do so.

The Board of Supervisors hereby directs that a copy of this Resolution be recorded in the Office of Apache County Recorder, and that the Clerk of the Board of Supervisors mail a copy of this order to the Arizona Department of Revenue and to the Apache County Assessor pursuant to A.R.S. § 42-17257.

PASSED AND ADOPTED by the Apache County Board of Supervisors this 2nd day of May, 2023.

Alton Joe Shepherd, Chairman

ATTEST:

APPROVED AS TO FORM

Ryan N. Patterson
Clerk of the Board

Michael Whiting
County Attorney

Escudilla Mountain Domestic Water Improvement District

Legal Description of Proposed Boundaries

The approximate area of the boundaries of the proposed District is set forth in metes and bounds as follows:

All of the following described real property located in Section 36 of Township 7 North, Range 29 East and Section 31 of Township 7 North, Range 30 East, Gila and Salt River Meridian, Apache County, Arizona:

Section 36, T7N, R29 E

Parcel 1

Commencing at the East One-quarter corner of Section 36, Township 7 North, Range 29 East;
thence West, along the longitudinal mid section line of said Section 36, to the Northeast corner of Assessor's Parcel Number 102-26-065B and the POINT OF BEGINNING;
thence continuing West along said mid-section line to the Northwest corner of Assessor's Parcel Number 102-26-056;
thence South, along the West side of Assessor's Parcel Numbers 102-56-056, 102-56-057 and 102-56-058 to the Southwest corner of Assessor's Parcel Numbers 102-56-058;
thence East, along the South side of Assessor's Parcel Numbers 102-56-058, 102-26-060, 102-26-062, 102-26-063A, 102-26-064 and 102-26-065A to the Southeast corner of Assessor's Parcel Number 102-26-065A;
thence North, along the East side of Assessor's Parcel Numbers 102-26-065A and 102-26-065B to the POINT OF BEGINNING.

Parcel 2

Commencing at the Southeast corner of Section 36, Township 7 North, Range 29 East;
thence North along the East line of said Section 36 to the Southeast corner of Assessor's Parcel Number 102-26-050G, said point being on the North right of way of County Road 2027 and the POINT OF BEGINNING;
thence Northwesterly, along said right of way, to the Southwest corner of Assessor's Parcel Number 102-26-050H;
thence North, along the West side of Assessor's Parcel Number 102-26-050H, to the Northwest corner of Assessor's Parcel Number 102-26-050H;
thence East, along the North side of Assessor's Parcel Number 102-26-050H to the Northeast corner of Assessor's Parcel Number 102-26-050H, said point being on the East line of said Section 36;
thence South, along the East side of said Section 36, to the POINT OF BEGINNING.

Section 31 T7N, R30E

BEGINNING at the Southwest corner of Section 31, Township 7 North, Range 30 East;

thence North, along the West side of said Section 31, to the Northwest corner of Assessor's Parcel Number 102-55-026A;

thence East, along the North side of Assessor's Parcel Number 102-55-026A, and extending to a point on the East right of way of County Road 2017;

thence North, along said right of way, to the Northwest corner of Assessor's Parcel Number 102-55-019;

thence East, along the North side of Assessor's Parcel Number 102-55-019 to the Northeast corner of Assessor's Parcel Number 102-55-019;

thence South, along the East side of Assessor's Parcel Number 102-55-019 to the Southeast corner of Assessor's Parcel Number 102-55-019 and extending to a point on the the South right of way of County Road 2019;

thence East, along the South right of way of County Road 2019 to a point on the West side of Assessor's Parcel Number 102-64-053;

thence North, along the West side of Assessor's Parcel Number 102-64-053 to the Northeast corner of Assessor's Parcel Number 102-64-053;

thence North, along the West side of Assessor's Parcel Number 102-64-055, said point being on the South right of way of County Road 2224;

thence West, along the South right of way of County Road 2224 to the East right of way of County Road 2018;

thence North, along the East right of way of County Road 2018, to the Northwest corner of Assessor's Parcel Number 102-64-064;

thence East, along the North side of Assessor's Parcel Number 102-64-064, to the Northeast corner of Assessor's Parcel Number 102-64-064;

thence North, along the East side of Assessor's Parcel Number 102-64-065 to the Southeast corner of Assessor's Parcel Number 102-64-066;

thence West, along the South side of Assessor's Parcel Number 102-64-066, to the Southwest corner of Assessor's Parcel Number 102-64-066, said point being on the East right of way of County Road 2018;

thence North, along the East right of way of County Road 2018 to a point on the South right of way of County Road 2223;

thence East, along the South right of way of County Road 2223, to the Northeast corner of Assessor's Parcel Number 102-64-066;

thence North, following common property lines, to the Southeast corner of Assessor's Parcel

Number 102-62-011;

thence West, along the South side of Assessor's Parcel Number 102-62-011, to the Southwest corner of Assessor's Parcel Number 102-62-011, said point being on the East right of way of County Road 2018;

thence North, along the East right of way of County Road 2018, to a point on the South side of Assessor's Parcel Number 102-62-010;

thence West, along the South side of Assessor's Parcel Number 102-62-010, to the Southwest corner of Assessor's Parcel Number 102-62-010;

thence North, along the West side of Assessor's Parcel Number 102-62-010, to the Northwest corner of Assessor's Parcel Number 102-62-010;

thence East, along the North side of Assessor's Parcel Number 102-62-010, to the Northeast corner of Assessor's Parcel Number 102-62-010;

thence South, along the East side of Assessor's Parcel Number 102-62-010, to the Southeast corner of Assessor's Parcel Number 102-62-010, said point being on the North right of way of County Road 2022;

thence Northeasterly, along the North right of way of County Road 2022, to the Southwesterly corner of Assessor's Parcel Number 102-62-005;

thence Northwesterly, along the Westerly side of Assessor's Parcel Number 102-62-005 to the Northwesterly corner of Assessor's Parcel Number 102-62-005;

thence Northeasterly, along the North side of Assessor's Parcel Numbers 102-62-005 and 102-62-004 to the Northeasterly corner of Assessor's Parcel Number 102-62-004;

thence Southeasterly, along the Easterly side of Assessor's Parcel Number 102-62-004 and extending to the Southerly right of way of County Road 2022;

thence Southwesterly, along the Southerly right of way of County Road 2022 to the Easterly right of way of County Road 2222;

thence Southeasterly along the Easterly right of way of County Road 2222, to the Northeasterly corner of Assessor's Parcel Number 102-62-037;

thence Easterly, along the Northerly side of Assessor's Parcel Number 102-62-037, to the Northerly corner of Assessor's Parcel Number 102-62-037

thence Southerly, along the East side of Assessor's Parcel Number 102-62-037 to the Southeast corner of Assessor's Parcel Number 102-62-037;

thence Southwesterly, along the Southerly side of Assessor's Parcel Numbers 102-62-037, 102-62-036 and 102-62-035, to the Northerly corner of Assessor's Parcel Number 102-64-039;

thence Southeasterly, along the Easterly side of Assessor's Parcel number 102-64-039, to the southeasterly corner of Assessor's Parcel Number 102-64-039, said point being on the right of way of County Road 2225;

thence Southwesterly, along the right of way of County Road 2225 to the Southerly corner of Assessor's Parcel Number 102-64-039;

thence West, along the South side of Assessor's Parcel Number 102-64-039, to the Southwest corner of Assessor's Parcel Number 102-64-039;

thence Southwesterly, along the Southerly sides of Assessor's Parcel Numbers 102-64-073, 102-64-072, 102-64-071, 102-64-070 and 102-64-060 to the Northeasterly corner of Assessor's Parcel Number 102-64-059;

thence Southeasterly, along the Easterly side of Assessor's Number 102-64-059 to the Northwest corner of Assessor's Parcel Number 102-64-050;

thence East, along the North side of Assessor's Parcel Numbers 102-64-050 and 102-64-045 to the Northeast corner of Assessor's Parcel Number 102-64-045, said point being on the West right of way of County Road 2225;

thence South, along the West right of way of County Road 2225, to the Southeast corner of Assessor's Parcel Number 102-64-045;

thence West, along the South side of Assessor's Parcel Number 102-64-045 to a point on the Northerly right of way of County Road 2225;

thence following the right of way of County Road 2225 Westerly and Southerly to the North right of way of County Road 2108;

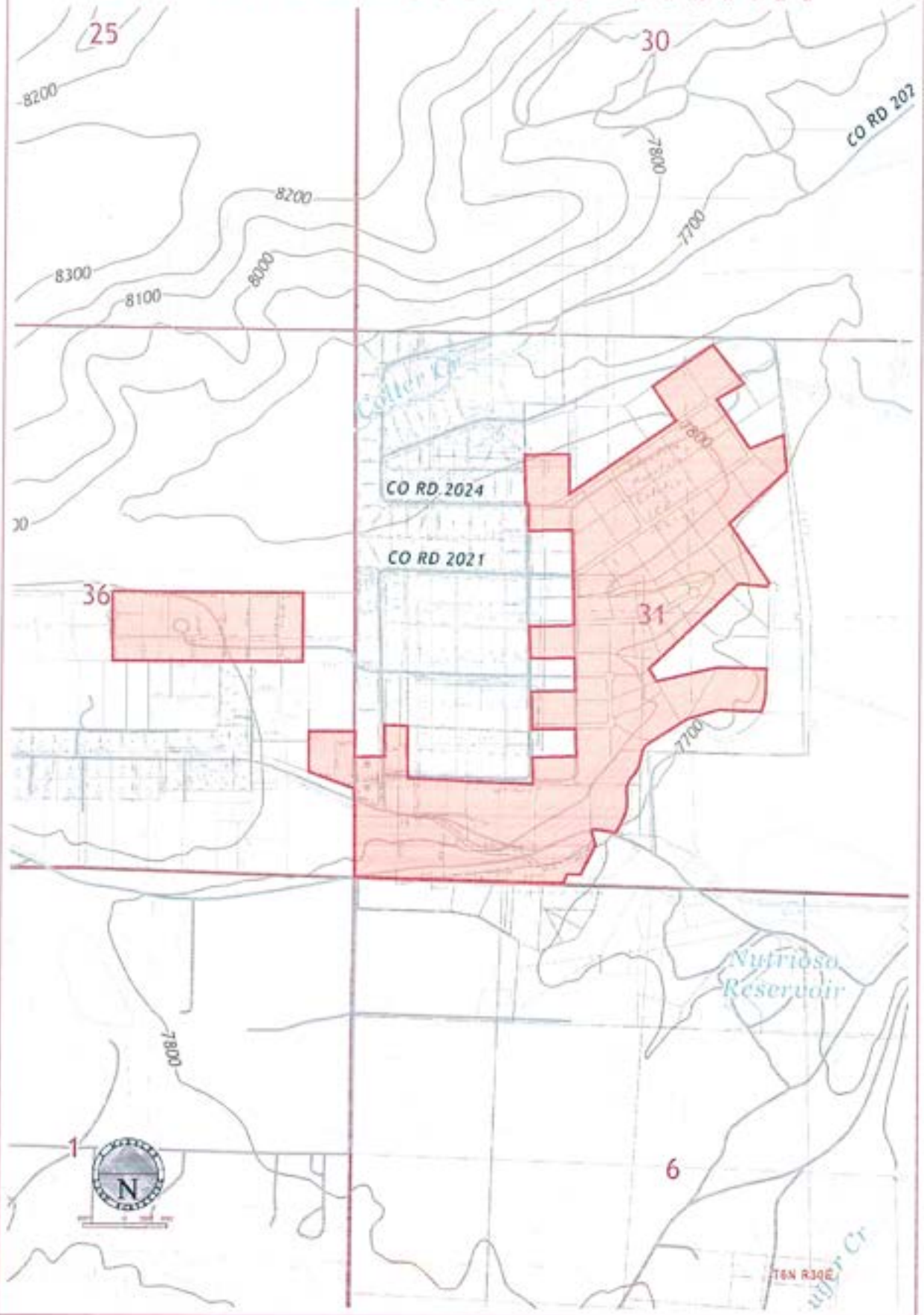
thence West, along the North right of way of County Road 2108 to the Southwest corner of Assessor's Parcel Number 102-64-052;

thence South to the Northernmost corner of Assessor's Parcel Number 102-45-007S;

thence South, and following the meander of the East side of Assessor's Parcel Number 102-45-007S, to the Southernmost corner of Assessor's Parcel Number 102-45-007S, said point being on the South side of said Section 36;

thence West, along the South side of said Section 36, to the POINT OF BEGINNING.

ESCUDILLA MOUNTAIN
DOMESTIC WATER IMPROVEMENT DISTRICT
MAP OF PROPOSED BOUNDARIES



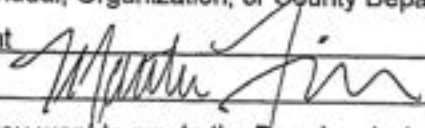
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Community Development

Date/Signature:



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

PUBLIC HEARING, consideration, and possible approval of the Fourth Amended Plat of the Hidden Paradise Subdivision, allowing Becky Ivins to split her +/- 5-acre lot and create two (2) +/- 2.5-acre lots for residential use. Property is located at 54 CR 8405 in Vernon, AZ. A.P.N 106-25-004. The Apache County Planning & Zoning Commission recommended approval on April 6, 2023.

BOS Meeting Date: May 2, 2023

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



SUBDIVISION MAJOR PLAT AMENDMENT APPLICATION

APPLICANT

Name Becky Ivinis
 Mailing Address 45 CR P405
Box 1164
Concho, AZ 85924
 Contact Person Becky Ivinis
 Phone 757-449-7319 Fax 757-606-1557
 Email bivinise.cooperconstruction.org

SUBMITTAL CHECKLIST

- Major Plat Amendment application.
- A non-refundable processing fee of \$350.00.
- Proof of ownership.
- An amended plat map that has been prepared and signed by a Registered Land Surveyor, titled "AMENDED PLAT OF (Subdivision Name)" indicating original & revised lot lines, legal access to all lots, all easements, and roadways. and a certification block for Planning and Zoning and the Board of Supervisors signature.
- ADOT permit granting ingress / egress assess
- Site plan showing all structures and setbacks
- A list of names & addresses of ALL property owners within 300 feet of subject property.
- All required items need to be submitted to Planning and Zoning at least 30 days prior to the next scheduled meeting.

PROPERTY INFORMATION

Assessor's Parcel # 106-25-004
 Township 10N Range 24E Section 4
 Subdivision Name Hidden Paradise
 Unit # _____ Lot # 5
Physical Address/Location _____
54 CR 8405
Vernon, AZ 85940
 Number of Lots Proposed 2
 Total Site Acreage 5.06
 Existing Access and Utility Easements none

CERTIFICATION & SIGNATURE

Submittal of this application constitutes consent of the applicant in granting the Planning and Zoning Department access to the subject property during the course of project review. No further consent or notice shall be required.

I hereby certify that the information in this application is correct and agree to abide by the regulations of this jurisdiction.

Signature of Applicant

Becky Ivinis Date 2-8-23

Signature of Property Owner (if not the applicant)

_____ Date _____

MAJOR PLAT AMENDMENT REQUEST

split 5.06 Acres
into 2 - 2.53 Acres
for residential use

2023-5

OFFICE USE ONLY

Date Received By 2/13/23 Date [Signature]
 Receipt # 1011 Fee 350
 Subdivision Name Hidden Paradise
 Related Subdivisions _____

COMMISSION ACTION

Approved with conditions Denied

Chairman [Signature] Date 4-6-2023

BOARD ACTION

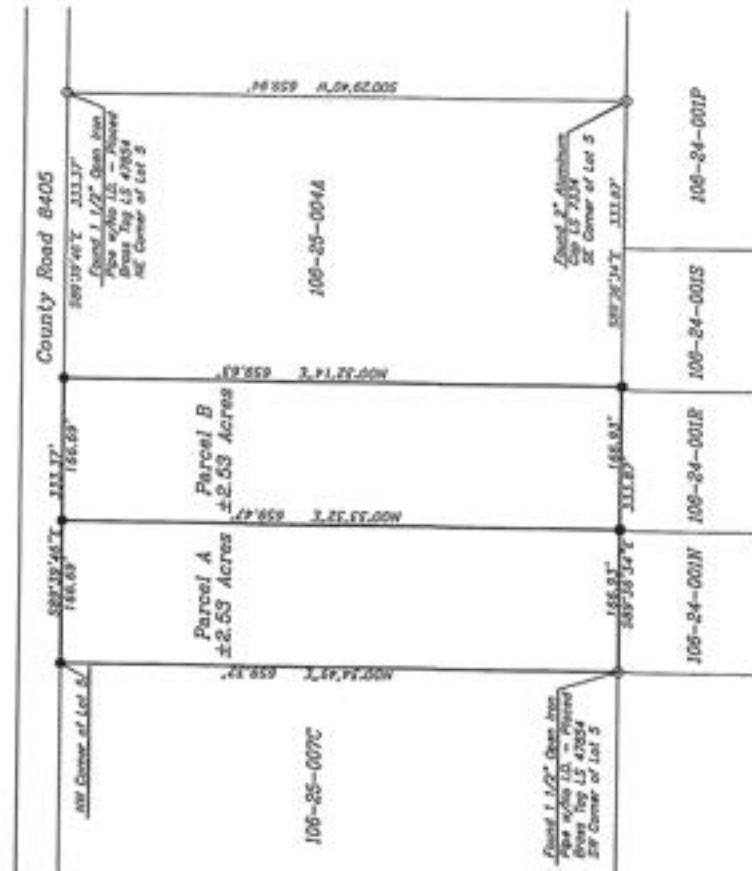
Approved with conditions Denied

Supervisor _____ Date _____

December 1, 2021

FOURTH AMENDED PLAT OF HIDDEN PARADISE SUBDIVISION

The West 1/2 of Lot 5 of Hidden Paradise Subdivision Recorded as Book 1 of Plats, Page 35
Located Within the Northeast Quarter of Section 4, Township 10 North, Range 24 East of the
Gila and Salt River Meridian, Apache County, Arizona
APN #106-25-004



NOTES:

1. The Basis of Bearing was Established by GPS Observations Based on Geoidal North.
2. The Owner did not Provide a Title Report for this Survey. Easements, Right of Way's, etc., Which Could Exist May Not be Shown.
3. The Owner of this Property at the Time of this Survey is Becky Irlin
4. It is the Owner's Responsibility to Comply with all State, County and Local Regulations and Ordinances.

REFERENCE:

1. Final Plat of Hidden Paradise Recorded as Book 1 of Plats, Page 35

SURVEYOR'S CERTIFICATION:

I Herby Certify that this Map and the Survey on Which It is Based was Performed in the Field Under my Direct Supervision; And the Information Contained Hereon is True and Correct to the Best of my Knowledge and Belief.

Dan Brooks
Dan S. Brooks A.L.S. NO. 47854

APACHE COUNTY APPROVAL:

Approved and recommended by the Apache County Planning and Zoning Commission

Chairman, Planning and Zoning _____ DATE _____

Approved and accepted by the Apache County Board of Supervisors of Apache County this _____ day of _____ 20____ by _____

Chairman of the Board of Supervisors _____

Attested to: _____

GRAPHIC SCALE
1 inch = 100 ft.



LEGEND:

- Found Monument as Shown
- Set Rebar w/Plastic Cap L5 47854
- Boundary Line This Survey
- XXX-XX-XXX Assessor Parcel Number
- (N) Record Information per Reference 1



P.O. Box 2669
SHOW LOW, ARIZONA 85902
Ph. (928) 358-2471
E-MAIL: danbrooks@earthlink.net

RECORD OF SURVEY

NE 1/4 Section 4
T10N, R24E

BOOK NO. _____ PAGE NO. _____
JOB NO. 1169-2
SHEET 1 OF 1

LEGAL DESCRIPTION
PARCEL A

A PORTION OF LOT 5 OF HIDDEN PARADISE AS RECORDED IN BOOK 1 OF PLATS, PAGE 35, AND LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 10 NORTH, RANGE 24 EAST OF THE GILA AND SALT RIVER MERIDIAN, APACHE COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1 1/2" OPEN IRON PIPE W/BRASS TAG LS 47854, MONUMENTING THE SOUTHWEST CORNER OF SAID LOT 5;

THENCE ALONG THE WEST LINE OF SAID LOT 5, NORTH 00 DEGREES 34 MINUTES 49 SECONDS EAST A DISTANCE OF 659.32 FEET TO A 1/2" REBAR W/PLASTIC CAP LS 47854, MONUMENTING THE NORTHWEST CORNER OF SAID LOT 5;

THENCE ALONG THE NORTH LINE OF SAID LOT, SOUTH 89 DEGREES 39 MINUTES 46 SECONDS EAST A DISTANCE OF 166.69 FEET TO A 1/2" REBAR W/PLASTIC CAP LS 47854;

THENCE SOUTH 00 DEGREES 33 MINUTES 32 SECONDS WEST A DISTANCE OF 659.47 FEET TO A 1/2" REBAR W/PLASTIC CAP LS 47854 ON THE SOUTH LINE OF SAID LOT 5;

THENCE ALONG SAID SOUTH LINE, NORTH 89 DEGREES 36 MINUTES 34 SECONDS WEST A DISTANCE OF 166.93 FEET TO THE POINT OF BEGINNING.



LEGAL DESCRIPTION
PARCEL B

A PORTION OF LOT 5 OF HIDDEN PARADISE AS RECORDED IN BOOK 1 OF PLATS, PAGE 35, AND LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 10 NORTH, RANGE 24 EAST OF THE GILA AND SALT RIVER MERIDIAN, APACHE COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1 1/2" OPEN IRON PIPE W/BRASS TAG LS 47854, MONUMENTING THE SOUTHWEST CORNER OF SAID LOT 5;

THENCE ALONG THE SOUTH LINE OF SAID LOT 5, SOUTH 89 DEGREES 36 MINUTES 34 SECONDS EAST A DISTANCE OF 166.93 FEET TO A 1/2" REBAR W/PLASTIC CAP LS 47854 AND THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 33 MINUTES 32 SECONDS EAST A DISTANCE OF 659.47 FEET TO A 1/2" REBAR W/PLASTIC CAP LS 47854 ON THE NORTH LINE OF SAID LOT 5;

THENCE ALONG SAID NORTH LINE, SOUTH 89 DEGREES 39 MINUTES 46 SECONDS EAST A DISTANCE OF 166.69 FEET TO A 1/2" REBAR W/PLASTIC CAP LS 47854;

THENCE SOUTH 00 DEGREES 32 MINUTES 14 SECONDS WEST A DISTANCE OF 659.63 FEET TO A 1/2" REBAR W/PLASTIC CAP LS 47854 ON THE SOUTH LINE OF SAID LOT 5;

THENCE ALONG SAID SOUTH LINE, NORTH 89 DEGREES 36 MINUTES 34 SECONDS WEST A DISTANCE OF 166.93 FEET TO THE POINT OF BEGINNING.



Exhibit A

The West half of Lot 5, HIDDEN PARADISE, according to Book 1 of Townsite Maps, page 35, records of Apache County, Arizona.

Except all coal and other minerals as reserved in Patent from the United States of America.

WHITE MOUNTAIN INDEPENDENT
P.O. BOX 1570, SHOW LOW, AZ 85902
928-537-5721 PHONE 928-537-1780 FAX

State of Arizona)
) ss.
County of Navajo)

Affidavit of Publication
 Navajo Apache

I, Victoria Starns, being first duly sworn, depose and say: I am the agent of the White Mountain Publishing, LLC, publisher of the White Mountain Independent, a semi-weekly newspaper of general circulation published at Eagar, County of Apache, and Show Low, County of Navajo, Arizona and that the copy hereto attached is a true copy of the advertisement as published in the White Mountain Independent on the following date(s):

The Apache County Planning and Zoning Commission will hold a meeting on Thursday April 6, 2023, at 1:00 p.m. in the Board of Supervisors Room, located in the Apache County Annex at 75 W. Cleveland, St. Johns, Arizona, at which the Commission will hold a public hearing to consider and possibly recommend approval of the following item:

PUBLIC HEARING, consideration, and possible recommendation for approval of the Fourth Amended Plat of the Hidden Paradise Subdivision, allowing Becky Ivins to split her +/- 5-acre lot and create two (2) +/- 2.5-acre lots for residential use. Property is located at 54 CR 8405 in Vernon, AZ. A.P.N 106-25-004.

03/17/2023

*Pursuant to the Americans with Disabilities Act, the Apache County Planning & Zoning endeavors to ensure the accessibility of its meetings to all persons with disabilities. If you need an accommodation for a meeting, please contact Shanna at (928) 337-7526, 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 Commission may participate telephonically or through video communication.

*These items are available on the county Web site at www.co.apache.az.us at least 24 hours prior to the scheduled meeting. Those wishing to comment on any of these items may do so in writing, by e-mail, or in person. Mail comments to Apache County Community Development, P.O. Box 238, St. Johns, AZ 85938, or e-mail planning@co.apache.az.us.

***If you plan to attend the public meeting, please call (928) 337-7526 the day of the meeting to ensure that the meeting has not been cancelled or postponed.

Published in the White Mountain Independent: #165541, F, March 17, 2023

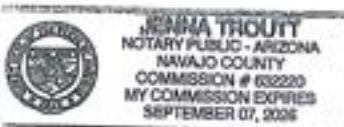
White Mountain Independent

Victoria Starns

Sworn to me this

20th day of March, 2023 A.D.

Jennifer Houtt
Notary Public





NOTICE

THE APACHE COUNTY
BOARD OF SUPERVISORS
WILL HOLD A PUBLIC MEETING

75 W. Cleveland Street,
County Annex Board of Supervisors Room

Tuesday May 2, 2023

AT 8:30 a.m. MST

For the purpose of
SUBDIVISION MAJOR PLAT AMENDMENT

HIDDEN PARADISE SUBDIVISION

FOURTH AMENDMENT

For the property

Described as follows:

Parcel/Reference Number: 106-25-004

Location/Legal Description:

Section: 4, Township: 10N, Range: 24E

HEARING

and Ryan Rooney (.523) also reach base more than half the time they dig into the batter's box. Noah Chee is batting .377.

Rosenthal started on the mound for Blue Ridge before Condit moved from shortstop to the hill to finish the game. Condit scattered three hits and struck out 10 with no walks in 5 2/3 innings of stellar relief pitching.

Condit is the ace of the staff

first in the region. No. 10 Snowflake is 5-2 and second, a half-game in front of third-place Show Low (4-2).

So, all three teams remained in the 3A East title chase entering the final week.

"We started off a little shaky, but we're a good team, brotherhood, family and we're on a roll right now and I'm having a

• See 'Jackets, Page 18



Blue Ridge's Landen Condit pitches in relief against Payson on April 13. Condit is the Yellowjackets' only senior starter this season.

all submittals, or to withhold the for any reason it may determine to waive or not to waive any rights in any submittal. All information regarding the content of the submittals will remain confidential until a contract is finalized, or proposals are rejected.

Published in the White Mountain Independent: #168127, T, F, April 14, April 23

NOTICE OF REQUEST FOR QUALIFICATIONS (RFQ)
Services for Justice Court cases for Navajo County Public Defenders Office
B23-04-005

Navajo County is seeking Statements of Qualifications from qualified contractors to perform legal services for Navajo County Public Defenders

NUMBER: B23-04-005
DUE DATE: May 11, 2023 AT 2:00 P.M. LOCAL AZ TIME
RFQ OPENING: May 11, AT 3:15 P.M. LOCAL AZ TIME
OFFICE LOCATION: Navajo County Clerk of the Board of Supervisors
1000 Code Talkers Drive
BOX 668 (if mailing USPS, must use PO Box)
Holbrook, Arizona 86025

FOR WRITTEN QUESTIONS TO:
L Hollins (928) 524-4100
lhollins@navajocountyaz.gov

It is hereby given that Navajo County is conducting a competitive process for qualifications process to receive and more qualified contractors to perform legal services for the Justice Courts the Navajo County Public Defenders Office.

Navajo County invites interested contractors to submit written Statements of Qualifications relating to this solicitation. A Selection Committee will evaluate contractor's qualifications and work experience. The contractor selected to be best qualified will enter into contract negotiations.

A complete copy of this RFQ and documents (if any) may be obtained from the County's website www.navajocountyaz.gov/Departments/Finance/RFQ or a copy may be picked up during regular business hours at 1000 Code Talkers Drive, Holbrook, Arizona 86025. Respondents are invited to review the information and to

submit their Statements of Qualifications in accordance with the criteria established within this RFQ. Written questions regarding this RFQ must be received by the Procurement Office via electronic mail no later than 12:00 p.m., M.S.T., Tuesday, May 2, 2023. Questions may then be responded to by written amendment to this document and will be published on the County website by end of day Thursday, May 4, 2023. Oral statements or instructions shall not constitute an amendment to the RFQ.

All submittals must be received by the due date, time and at the submittal location specified herein. Any response received at the specified submittal location after the due date and time assigned will be returned unopened. The county reserves the right to reject any or all submittals, or to withhold the award for any reason it may determine, and to waive or not to waive any informalities in any submittal. All information regarding the content of the specific submittals will remain confidential until a contract is finalized, or all proposals are rejected.

Published in the White Mountain Independent: #168158, T, F, April 14, April 18, 2023

Commnet of Arizona, LLC proposes the construction of a 199-ft AGL self-support communication site located at 25 CR 3142, Vernon, AZ. The self-support tower is to be located at latitude 34-16-34.19 N and longitude 109-45-49.74 W. Interested persons may raise environmental concerns about the proposed structure by filing a Request for Environmental Review with the Federal Communications Commission (FCC). The FCC strongly encourages interested parties to file Requests for Environmental Review online, and instructions for making such filings can be found at <http://www.fcc.gov/ass/environmenalrequest>. The proposed communications site can be identified by FCC Form 854 File Number A1241814 and interested persons may review the application by going to www.fcc.gov/ass/applications and entering the FCC Form 854 File Number A1241814. The mailing address for interested parties that would prefer to file a

Request for Environmental Review by paper copy is as follows: FCC Request for Environmental Review, Attn: Ramon Williams, 445 12th Street SW, Washington, DC 20554.

Published in the White Mountain Independent: #168305, T, April 18, 2023

The Apache County Board of Supervisors

will hold a public meeting on Tuesday May 2, 2023, at 8:30 a.m. MST in the Board of Supervisors Room, located in the Apache County Annex at 75 W. Cleveland, St. Johns, Arizona, at which the Board will consider and possibly approve the following item(s):

PUBLIC HEARING, consideration, and possible recommendation for approval of the Fourth Amended Plat of the Hidden Paradise Subdivision, allowing Becky Ivins to split her +/- 5-acre lot and create two (2) +/- 2.5-acre lots for residential use. Property is located at 54 CR 8405 in Vernon, AZ. A.P.N 108-25-004.

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*These items are available on the county Web site at www.co.apache.az.us at least 24 hours prior to the scheduled meeting. Those wishing to comment on any of these items may do so in writing, by e-mail, or in person. Mail comments to Apache County Community Development, P.O. Box 238, St. Johns, AZ 85936, or e-mail planning@co.apache.az.us.

***If you plan to attend the public meeting, please call (928) 337-7526 the day of the meeting to ensure that the meeting has not been cancelled or postponed.

Published in the White Mountain Independent: #168334, T, April 18, 2023

SUMMONS IN THE SUPERIOR COURT OF ARIZONA, NAVAJO COUNTY

John Franke, Plaintiff,
v.
Anthony FX Pinto, Van Veen Investments, LLC, Navajo County Treasurer, All Unknown Heirs and Assigns, Defendants.
(S0900CV202300128)

Jenny Baxter, Plaintiff,
v.
Lorena Anne Clark, Navajo County Treasurer, All Unknown Heirs and Assigns, Defendants.
(S0900CV202300129)

Ombigo Holdings LLC, Plaintiff,
v.
Charles B Ayers, Mary L Ayers, Navajo County Treasurer, All Unknown Heirs and Assigns, Defendants.
(S0900CV202300132)

Ombigo Holdings LLC, Plaintiff,
v.
Stelvin C Lewis, R M Lewis, Navajo County Treasurer, All Unknown Heirs and Assigns, Defendants.
(S0900CV202300133)

Ombigo Holdings LLC, Plaintiff,
v.
Raymond Branham as the trustee of the Raymond Branham Living Trust dated September 28, 2018, Navajo County Treasurer, All Unknown Heirs and Assigns, Defendants.
(S0900CV202300135)

Ombigo Holdings LLC, Plaintiff,
v.
Eduardo P Ramos, Maria Estela Soto, Navajo County Treasurer, All Unknown Heirs and Assigns, Defendants.
(S0900CV202300134)

STATE OF ARIZONA to: All Named Defendants

YOU ARE HEREBY SUMMONED and required to appear and defend within the time applicable, in this action in this Court. If served within Arizona, you shall appear and defend within 20 days after the service of the Summons and Complaint upon you, exclusive of the date of service. If served out of the State of Arizona - whether by direct service, registered or certified mail, or by publication - you shall appear and defend within 30 days after the service of the Summons and Complaint upon you is complete, exclusive of the date of service. Service by publication is complete 30 days after the date of first publication. ARCP 4; ARS §§20-222, 28-502, 28-503.

YOU ARE HEREBY NOTIFIED that if you fail to appear and defend within the time applicable, judgment by default may be rendered against you for the relief demanded in the Complaint.

YOU ARE CAUTIONED that in order to appear and defend, you must file an Answer or proper response in writing with the Clerk of this Court, accompanied by the necessary filing fee, within the time required and you are required to serve a copy of any Answer or response upon the Plaintiff's attorney. ARCP 10(d); ARS 21-311; ARCP 5. The name and address of Plaintiff's attorney, where a copy of the Complaint can be obtained, is:

Joseph E. Holland Esq.
970 S. Main Street
Snowflake, AZ 85937
(928)536-3001
SIGNED AND SEALED this date:
04/10/23

CLERK OF THE SUPERIOR COURT

By: /s/ Deputy Clerk

Published in the White Mountain Independent: #168347, T, April 18, April 25, May 2, May 9, 2023



Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Finance

Date/Signature: SL CAH 4/24/23

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

Request approval of demands as distributed to the Apache County Board of Supervisors between April 4, 2023 to May 2, 2023. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1114061	03/28/23	Accounts Payable	24 HOUR GAS-N-GO	23.72
NBAZ - Warrant Clearing Account	Check	1114062	03/28/23	Accounts Payable	ADVERTISING IDEAS	499.66
NBAZ - Warrant Clearing Account	Check	1114063	03/28/23	Accounts Payable	ALLEGRA	52.05
NBAZ - Warrant Clearing Account	Check	1114064	03/28/23	Accounts Payable	ALSCO INC	802.13
NBAZ - Warrant Clearing Account	Check	1114065	03/28/23	Accounts Payable	AMAZON CAPITAL SERVICES INC	6,591.75
NBAZ - Warrant Clearing Account	Check	1114066	03/28/23	Accounts Payable	AMIGO CHRYSLER DODGE JEEP RAM	488.07
NBAZ - Warrant Clearing Account	Check	1114067	03/28/23	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	313.00
NBAZ - Warrant Clearing Account	Check	1114068	03/28/23	Accounts Payable	ARIZONA COALITION FOR VICTIM SERVICES	75.00
NBAZ - Warrant Clearing Account	Check	1114069	03/28/23	Accounts Payable	ARIZONA PROSECUTING ATTORNEYS ADVISORY COUNCIL	140.00
NBAZ - Warrant Clearing Account	Check	1114070	03/28/23	Accounts Payable	ASHLEY HOMESTORE - GALLUP NM	309.98
NBAZ - Warrant Clearing Account	Check	1114071	03/28/23	Accounts Payable	ASHTONS REPAIR INC	57.50
NBAZ - Warrant Clearing Account	Check	1114072	03/28/23	Accounts Payable	AT&T MOBILITY LLC (FIRSTNET)	452.15
NBAZ - Warrant Clearing Account	Check	1114073	03/28/23	Accounts Payable	AZ COURTS ASSN	350.00
NBAZ - Warrant Clearing Account	Check	1114074	03/28/23	Accounts Payable	B&R TRUCKING	14,063.59
NBAZ - Warrant Clearing Account	Check	1114075	03/28/23	Accounts Payable	BAULMAN HOME AND AUTO INC (CARQUEST)	3,232.68
NBAZ - Warrant Clearing Account	Check	1114076	03/28/23	Accounts Payable	MARLETTA BEGAY	488.81
NBAZ - Warrant Clearing Account	Check	1114077	03/28/23	Accounts Payable	SARAH MAE BEGAY	90.00
NBAZ - Warrant Clearing Account	Check	1114078	03/28/23	Accounts Payable	DAWN MICHELLE BEUS	300.00
NBAZ - Warrant Clearing Account	Check	1114079	03/28/23	Accounts Payable	BIG MIKES RENTAL SALES AND SERVICE	385.58
NBAZ - Warrant Clearing Account	Check	1114080	03/28/23	Accounts Payable	JIMICA LYNN BIGMAN	300.00
NBAZ - Warrant Clearing Account	Check	1114081	03/28/23	Accounts Payable	BLUE HILLS ENVIRONMENTAL	2,490.78
NBAZ - Warrant Clearing Account	Check	1114082	03/28/23	Accounts Payable	BETH BOND	300.00
NBAZ - Warrant Clearing Account	Check	1114083	03/28/23	Accounts Payable	BOOT BARN	1,303.04
NBAZ - Warrant Clearing Account	Check	1114084	03/28/23	Accounts Payable	BRAD HALL & ASSOCIATES INC	49,826.10
NBAZ - Warrant Clearing Account	Check	1114085	03/28/23	Accounts Payable	CDW GOVERNMENT LLC	10,001.94
NBAZ - Warrant Clearing Account	Check	1114086	03/28/23	Accounts Payable	CELLULAR ONE NE AZ	591.87
NBAZ - Warrant Clearing Account	Check	1114087	03/28/23	Accounts Payable	CLARK TRUCK EQUIPMENT COMPANY INC	2,159.00
NBAZ - Warrant Clearing Account	Check	1114088	03/28/23	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	1,849.96
NBAZ - Warrant Clearing Account	Check	1114089	03/28/23	Accounts Payable	CORRECTCARE INTEGRATED HEALTH INC	408.00
NBAZ - Warrant Clearing Account	Check	1114090	03/28/23	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	48.36
NBAZ - Warrant Clearing Account	Check	1114091	03/28/23	Accounts Payable	ANDREA HEIDI CRESSWELL	300.00
NBAZ - Warrant Clearing Account	Check	1114092	03/28/23	Accounts Payable	RODGER DAHOZY	87.33
NBAZ - Warrant Clearing Account	Check	1114093	03/28/23	Accounts Payable	DELL COMPUTER CORPORATION	1,967.17
NBAZ - Warrant Clearing Account	Check	1114094	03/28/23	Accounts Payable	CECILIA DIAZ	300.00
NBAZ - Warrant Clearing Account	Check	1114095	03/28/23	Accounts Payable	DIRECTV LLC	89.98
NBAZ - Warrant Clearing Account	Check	1114096	03/28/23	Accounts Payable	DISCOUNTCCELL INC	346.98
NBAZ - Warrant Clearing Account	Check	1114097	03/28/23	Accounts Payable	DISH NETWORK	212.83
NBAZ - Warrant Clearing Account	Check	1114098	03/28/23	Accounts Payable	FELIPA A EARL	39.30
NBAZ - Warrant Clearing Account	Check	1114099	03/28/23	Accounts Payable	EPIC MOTORSPORTS CORP	1,361.89
NBAZ - Warrant Clearing Account	Check	1114100	03/28/23	Accounts Payable	MATTHEW G FISH	141.49
NBAZ - Warrant Clearing Account	Check	1114101	03/28/23	Accounts Payable	FLEET PRIDE	429.58
NBAZ - Warrant Clearing Account	Check	1114102	03/28/23	Accounts Payable	GABRIEL FREELAND	300.00

Bank/Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1114103	03/28/23	Accounts Payable	FRONTIER	93.67
NBAZ - Warrant Clearing Account	Check	1114104	03/28/23	Accounts Payable	FRONTIER	123.24
NBAZ - Warrant Clearing Account	Check	1114105	03/28/23	Accounts Payable	FRONTIER	121.03
NBAZ - Warrant Clearing Account	Check	1114106	03/28/23	Accounts Payable	FRONTIER	448.75
NBAZ - Warrant Clearing Account	Check	1114107	03/28/23	Accounts Payable	FRONTIER	918.37
NBAZ - Warrant Clearing Account	Check	1114108	03/28/23	Accounts Payable	FRONTIER	430.90
NBAZ - Warrant Clearing Account	Check	1114109	03/28/23	Accounts Payable	FRONTIER	201.57
NBAZ - Warrant Clearing Account	Check	1114110	03/28/23	Accounts Payable	FRONTIER	238.63
NBAZ - Warrant Clearing Account	Check	1114111	03/28/23	Accounts Payable	FRONTIER	732.46
NBAZ - Warrant Clearing Account	Check	1114112	03/28/23	Accounts Payable	FUTURE TIRE	3,176.77
NBAZ - Warrant Clearing Account	Check	1114113	03/28/23	Accounts Payable	GALL'S INC	293.30
NBAZ - Warrant Clearing Account	Check	1114114	03/28/23	Accounts Payable	GALLUP BLUEPRINT	1,020.00
NBAZ - Warrant Clearing Account	Check	1114115	03/28/23	Accounts Payable	TAYLOR JORDYN GARNER	300.00
NBAZ - Warrant Clearing Account	Check	1114116	03/28/23	Accounts Payable	ANGELA MARIE GATCHELL	118.00
NBAZ - Warrant Clearing Account	Check	1114117	03/28/23	Accounts Payable	GRAINGER	83.65
NBAZ - Warrant Clearing Account	Check	1114118	03/28/23	Accounts Payable	DARYL GREER	300.00
NBAZ - Warrant Clearing Account	Check	1114119	03/28/23	Accounts Payable	GROVERS HILL IRRIGATION DISTRICT	196.00
NBAZ - Warrant Clearing Account	Check	1114120	03/28/23	Accounts Payable	HARRIS, REBEKAH	599.24
NBAZ - Warrant Clearing Account	Check	1114121	03/28/23	Accounts Payable	HATCH CONSTRUCTION	4,484.64
NBAZ - Warrant Clearing Account	Check	1114122	03/28/23	Accounts Payable	KLINT HEAP	225.00
NBAZ - Warrant Clearing Account	Check	1114123	03/28/23	Accounts Payable	HILL AZ GROCERY STORE	48.83
NBAZ - Warrant Clearing Account	Check	1114124	03/28/23	Accounts Payable	HILLIARD/FLAGSTAFF	339.86
NBAZ - Warrant Clearing Account	Check	1114125	03/28/23	Accounts Payable	HOME DEPOT	2,966.74
NBAZ - Warrant Clearing Account	Check	1114126	03/28/23	Accounts Payable	ANNELL R HOUNSHELL	300.00
NBAZ - Warrant Clearing Account	Check	1114127	03/28/23	Accounts Payable	HWY 64 TRUCK & AUTO SALVAGE	1,919.25
NBAZ - Warrant Clearing Account	Check	1114128	03/28/23	Accounts Payable	INGRAM LIBRARY SERVICES	674.34
NBAZ - Warrant Clearing Account	Check	1114129	03/28/23	Accounts Payable	INTERNATIONAL CODE COUNCIL (ICC)	348.00
NBAZ - Warrant Clearing Account	Check	1114130	03/28/23	Accounts Payable	J MARBLES LAND SURVEYING LLC	1,250.00
NBAZ - Warrant Clearing Account	Check	1114131	03/28/23	Accounts Payable	GENEVA L JACKSON	1,049.00
NBAZ - Warrant Clearing Account	Check	1114132	03/28/23	Accounts Payable	TYRON JENSEN	300.00
NBAZ - Warrant Clearing Account	Check	1114133	03/28/23	Accounts Payable	KB WELDING INC	512.87
NBAZ - Warrant Clearing Account	Check	1114134	03/28/23	Accounts Payable	KRYSTAL MARIE KING	115.00
NBAZ - Warrant Clearing Account	Check	1114135	03/28/23	Accounts Payable	STEPHEN W KIZER	579.00
NBAZ - Warrant Clearing Account	Check	1114136	03/28/23	Accounts Payable	DAVID LAMM	626.00
NBAZ - Warrant Clearing Account	Check	1114137	03/28/23	Accounts Payable	LAWSON PRODUCTS INC	182.45
NBAZ - Warrant Clearing Account	Check	1114138	03/28/23	Accounts Payable	LINGO	169.28
NBAZ - Warrant Clearing Account	Check	1114139	03/28/23	Accounts Payable	LOWES #24	86.10
NBAZ - Warrant Clearing Account	Check	1114140	03/28/23	Accounts Payable	LOWES COMPANIES INC	91.73
NBAZ - Warrant Clearing Account	Check	1114141	03/28/23	Accounts Payable	DEENA CHRISTINE MATTICE	300.00
NBAZ - Warrant Clearing Account	Check	1114142	03/28/23	Accounts Payable	MH CONSULTING & PROJECT MANAGEMENT LLC	449.78
NBAZ - Warrant Clearing Account	Check	1114143	03/28/23	Accounts Payable	DIANA M MORGAN	300.00
NBAZ - Warrant Clearing Account	Check	1114144	03/28/23	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	5,710.42

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1114145	03/28/23	Accounts Payable	NAPA	427.12
NBAZ - Warrant Clearing Account	Check	1114146	03/28/23	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	120.00
NBAZ - Warrant Clearing Account	Check	1114147	03/28/23	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	352.74
NBAZ - Warrant Clearing Account	Check	1114148	03/28/23	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	2,333.02
NBAZ - Warrant Clearing Account	Check	1114149	03/28/23	Accounts Payable	LARRY NOBLE	91.00
NBAZ - Warrant Clearing Account	Check	1114150	03/28/23	Accounts Payable	OVERDRIVE INC	459.58
NBAZ - Warrant Clearing Account	Check	1114151	03/28/23	Accounts Payable	TINA PADILLA	50.01
NBAZ - Warrant Clearing Account	Check	1114152	03/28/23	Accounts Payable	RYAN N PATTERSON	41.46
NBAZ - Warrant Clearing Account	Check	1114153	03/28/23	Accounts Payable	RYAN N PATTERSON	300.00
NBAZ - Warrant Clearing Account	Check	1114154	03/28/23	Accounts Payable	PCLIQUIDATIONS.COM	475.54
NBAZ - Warrant Clearing Account	Check	1114155	03/28/23	Accounts Payable	PENWORTHY COMPANY	450.04
NBAZ - Warrant Clearing Account	Check	1114156	03/28/23	Accounts Payable	PERFECT PRINTZ LLC	87.37
NBAZ - Warrant Clearing Account	Check	1114157	03/28/23	Accounts Payable	PITNEY BOWES	584.06
NBAZ - Warrant Clearing Account	Check	1114158	03/28/23	Accounts Payable	POWER FORD	85.50
NBAZ - Warrant Clearing Account	Check	1114159	03/28/23	Accounts Payable	QUALITY CARQUEST	120.05
NBAZ - Warrant Clearing Account	Check	1114160	03/28/23	Accounts Payable	QUILL CORP	1,603.80
NBAZ - Warrant Clearing Account	Check	1114161	03/28/23	Accounts Payable	RDO EQUIPMENT CO	10,697.44
NBAZ - Warrant Clearing Account	Check	1114162	03/28/23	Accounts Payable	RHINEHART OIL CO	14,151.37
NBAZ - Warrant Clearing Account	Check	1114163	03/28/23	Accounts Payable	KODY RICHARDSON	300.00
NBAZ - Warrant Clearing Account	Check	1114164	03/28/23	Accounts Payable	CELESTE ROBERTSON	300.00
NBAZ - Warrant Clearing Account	Check	1114165	03/28/23	Accounts Payable	RUSH TRUCK CENTER	2,048.38
NBAZ - Warrant Clearing Account	Check	1114166	03/28/23	Accounts Payable	SAFELITE AUTO GLASS	834.36
NBAZ - Warrant Clearing Account	Check	1114167	03/28/23	Accounts Payable	SANOPI PASTEUR INC	878.05
NBAZ - Warrant Clearing Account	Check	1114168	03/28/23	Accounts Payable	ALTON JOE SHEPHERD	779.52
NBAZ - Warrant Clearing Account	Check	1114169	03/28/23	Accounts Payable	LANNY B SHERILL	225.00
NBAZ - Warrant Clearing Account	Check	1114170	03/28/23	Accounts Payable	JOE SHIRLEY JR	300.00
NBAZ - Warrant Clearing Account	Check	1114171	03/28/23	Accounts Payable	SIERRA PROPANE	3,013.35
NBAZ - Warrant Clearing Account	Check	1114172	03/28/23	Accounts Payable	ERIN KRISTINE SMITH	300.00
NBAZ - Warrant Clearing Account	Check	1114173	03/28/23	Accounts Payable	SONORA QUEST LABORATORIES	101.69
NBAZ - Warrant Clearing Account	Check	1114174	03/28/23	Accounts Payable	SPEEDY SALES AND SERVICE	1,073.25
NBAZ - Warrant Clearing Account	Check	1114175	03/28/23	Accounts Payable	ST JOHNS UNIFIED SCHOOL DIST	120.00
NBAZ - Warrant Clearing Account	Check	1114176	03/28/23	Accounts Payable	STANTEC CONSULTING SERVICES	28,358.84
NBAZ - Warrant Clearing Account	Check	1114177	03/28/23	Accounts Payable	REED D STRADLING	300.00
NBAZ - Warrant Clearing Account	Check	1114178	03/28/23	Accounts Payable	THE LIBRARY STORE INC	455.50
NBAZ - Warrant Clearing Account	Check	1114179	03/28/23	Accounts Payable	THE POUR STATION	17.35
NBAZ - Warrant Clearing Account	Check	1114180	03/28/23	Accounts Payable	JARROD ARVISO TOADECHEENIE	186.00
NBAZ - Warrant Clearing Account	Check	1114181	03/28/23	Accounts Payable	TRACTOR SUPPLY CO	1,211.55
NBAZ - Warrant Clearing Account	Check	1114182	03/28/23	Accounts Payable	TREAD MASTERS TIRE & LUBE	2,115.75
NBAZ - Warrant Clearing Account	Check	1114183	03/28/23	Accounts Payable	CRAIG TOSIE	642.94
NBAZ - Warrant Clearing Account	Check	1114184	03/28/23	Accounts Payable	TYLER TECHNOLOGIES INC	101,996.71
NBAZ - Warrant Clearing Account	Check	1114185	03/28/23	Accounts Payable	UNIFIRST CORPORATION	75.52
NBAZ - Warrant Clearing Account	Check	1114186	03/28/23	Accounts Payable	US POSTMASTER	500.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1114187	03/28/23	Accounts Payable	VALLEY IMAGING SOLUTIONS	255.63
NBAZ - Warrant Clearing Account	Check	1114188	03/28/23	Accounts Payable	HEATHER VAN DER NOORD	20.02
NBAZ - Warrant Clearing Account	Check	1114189	03/28/23	Accounts Payable	VANAFIRE LLC	30,000.00
NBAZ - Warrant Clearing Account	Check	1114190	03/28/23	Accounts Payable	VERIZON WIRELESS	341.09
NBAZ - Warrant Clearing Account	Check	1114191	03/28/23	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	32.21
NBAZ - Warrant Clearing Account	Check	1114192	03/28/23	Accounts Payable	DELANA WAITE	300.00
NBAZ - Warrant Clearing Account	Check	1114193	03/28/23	Accounts Payable	DODEE WALLACE	225.00
NBAZ - Warrant Clearing Account	Check	1114194	03/28/23	Accounts Payable	ALICE JO WEBB	225.10
NBAZ - Warrant Clearing Account	Check	1114195	03/28/23	Accounts Payable	WHITE MOUNTAIN COMMUNICATIONS	762.93
NBAZ - Warrant Clearing Account	Check	1114196	03/28/23	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	1,098.23
NBAZ - Warrant Clearing Account	Check	1114197	03/28/23	Accounts Payable	MICHAEL B WHITTING	300.00
NBAZ - Warrant Clearing Account	Check	1114198	03/28/23	Accounts Payable	WILLIAMS BROTHERS AUTO SERVICE, LLC	1,872.82
NBAZ - Warrant Clearing Account	Check	1114199	03/28/23	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	1,314.15
NBAZ - Warrant Clearing Account	Check	1114200	03/28/23	Accounts Payable	YAVAPAI COUNTY GOVERNMENT	7,000.00
NBAZ - Warrant Clearing Account	Check	1114201	03/28/23	Accounts Payable	VAZZIE'S AUTO PARTS INC	85.39
NBAZ - Warrant Clearing Account	Check	1114202	03/28/23	Accounts Payable	JAY YELLOWHORSE	321.74
NBAZ - Warrant Clearing Account	Check	1114221	03/28/23	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	279.68
NBAZ - Warrant Clearing Account	Check	1114222	03/28/23	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	170,415.94
NBAZ - Warrant Clearing Account	Check	1114223	03/28/23	Accounts Payable	APACHE COUNTY TREASURER	9.90
NBAZ - Warrant Clearing Account	Check	1114224	03/28/23	Accounts Payable	ASRS LEGACY EORP	10,075.98
NBAZ - Warrant Clearing Account	Check	1114225	03/28/23	Accounts Payable	AZ STATE RETIREMENT SYSTEM	129,906.58
NBAZ - Warrant Clearing Account	Check	1114226	03/28/23	Accounts Payable	CINCINNATI LIFE INS CO	10.00
NBAZ - Warrant Clearing Account	Check	1114227	03/28/23	Accounts Payable	CORP AOC DISABILITY	30.98
NBAZ - Warrant Clearing Account	Check	1114228	03/28/23	Accounts Payable	CORP DISABILITY	112.82
NBAZ - Warrant Clearing Account	Check	1114229	03/28/23	Accounts Payable	CORRECTIONS OFFICER RET PLAN	12,040.66
NBAZ - Warrant Clearing Account	Check	1114230	03/28/23	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	1,602.22
NBAZ - Warrant Clearing Account	Check	1114231	03/28/23	Accounts Payable	EODCRS DISABILITY	14.22
NBAZ - Warrant Clearing Account	Check	1114232	03/28/23	Accounts Payable	EORP LEGACY	2,777.35
NBAZ - Warrant Clearing Account	Check	1114233	03/28/23	Accounts Payable	GURSTEL LAW FIRM PC	181.44
NBAZ - Warrant Clearing Account	Check	1114234	03/28/23	Accounts Payable	NATIONWIDE	1,890.22
NBAZ - Warrant Clearing Account	Check	1114235	03/28/23	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	603.59
NBAZ - Warrant Clearing Account	Check	1114236	03/28/23	Accounts Payable	NATIONWIDE TRUST FSB	2,888.32
NBAZ - Warrant Clearing Account	Check	1114237	03/28/23	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	14,035.08
NBAZ - Warrant Clearing Account	Check	1114238	03/28/23	Accounts Payable	PUBLIC SAFETY SHERIFF RET	10,062.52
NBAZ - Warrant Clearing Account	Check	1114239	04/03/23	Accounts Payable	ALTON JOE SHEPHERD	294.56
NBAZ - Warrant Clearing Account	Check	1114240	04/04/23	Accounts Payable	ALLEGRA	1,075.07
NBAZ - Warrant Clearing Account	Check	1114241	04/04/23	Accounts Payable	ALSCO INC	596.44
NBAZ - Warrant Clearing Account	Check	1114242	04/04/23	Accounts Payable	AMAZON CAPITAL SERVICES INC	4,251.52
NBAZ - Warrant Clearing Account	Check	1114243	04/04/23	Accounts Payable	AMIGO CHRYSLER DODGE JEEP RAM	348.98
NBAZ - Warrant Clearing Account	Check	1114244	04/04/23	Accounts Payable	STEVEN C ANDERSON	300.00
NBAZ - Warrant Clearing Account	Check	1114245	04/04/23	Accounts Payable	ANDREWS REFRIGERATION INC	1,072.50
NBAZ - Warrant Clearing Account	Check	1114246	04/04/23	Accounts Payable	APACHE COUNTY	20.65

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1114247	04/04/23	Accounts Payable	APACHE COUNTY FAIR	180.00
NBAZ - Warrant Clearing Account	Check	1114248	04/04/23	Accounts Payable	ARIZONA PROSECUTING ATTORNEYS ADVISORY COUNCIL	140.00
NBAZ - Warrant Clearing Account	Check	1114249	04/04/23	Accounts Payable	LUCINDA A BALOO	113.70
NBAZ - Warrant Clearing Account	Check	1114250	04/04/23	Accounts Payable	BAUMAN HOME AND AUTO INC (CARQUEST)	1,851.22
NBAZ - Warrant Clearing Account	Check	1114251	04/04/23	Accounts Payable	BERNICE BEGAY	300.00
NBAZ - Warrant Clearing Account	Check	1114252	04/04/23	Accounts Payable	BETH BOND	127.07
NBAZ - Warrant Clearing Account	Check	1114253	04/04/23	Accounts Payable	CLAYTON BOND	600.00
NBAZ - Warrant Clearing Account	Check	1114254	04/04/23	Accounts Payable	NATASHA BRADBURN	8.93
NBAZ - Warrant Clearing Account	Check	1114255	04/04/23	Accounts Payable	DEVIN BROWN	675.00
NBAZ - Warrant Clearing Account	Check	1114256	04/04/23	Accounts Payable	BROWN'S PARTSMASTER INC	152.33
NBAZ - Warrant Clearing Account	Check	1114257	04/04/23	Accounts Payable	C & E CONCRETE INC	4,191.04
NBAZ - Warrant Clearing Account	Check	1114258	04/04/23	Accounts Payable	C&I SHOW HARDWARE & SECURITY SYSTEMS INC	216.21
NBAZ - Warrant Clearing Account	Check	1114259	04/04/23	Accounts Payable	ALANA MARIE CASTILLO	300.00
NBAZ - Warrant Clearing Account	Check	1114260	04/04/23	Accounts Payable	ELIZABETH A CASTILLO	19.87
NBAZ - Warrant Clearing Account	Check	1114261	04/04/23	Accounts Payable	MAYRA E CASTILLO	300.00
NBAZ - Warrant Clearing Account	Check	1114262	04/04/23	Accounts Payable	CATERPILLAR FINANCIAL SERVICES CORPORATION	35,982.51
NBAZ - Warrant Clearing Account	Check	1114263	04/04/23	Accounts Payable	CDW GOVERNMENT LLC	1,359.61
NBAZ - Warrant Clearing Account	Check	1114264	04/04/23	Accounts Payable	CEDAR GROVE WATER CO	76.40
NBAZ - Warrant Clearing Account	Check	1114265	04/04/23	Accounts Payable	CELLULAR ONE NE AZ	639.11
NBAZ - Warrant Clearing Account	Check	1114266	04/04/23	Accounts Payable	CENTER FOR DISEASE DETECTION LLC	246.50
NBAZ - Warrant Clearing Account	Check	1114267	04/04/23	Accounts Payable	GARY ALAN CIMINSKI	300.00
NBAZ - Warrant Clearing Account	Check	1114268	04/04/23	Accounts Payable	CNA SURETY	50.00
NBAZ - Warrant Clearing Account	Check	1114269	04/04/23	Accounts Payable	KIMBERLY LOUISE COLE	300.00
NBAZ - Warrant Clearing Account	Check	1114270	04/04/23	Accounts Payable	John Lucas COMMUNITY BROADBAND ADVOCATES LLC	3,562.50
NBAZ - Warrant Clearing Account	Check	1114271	04/04/23	Accounts Payable	ROGER STUART CURTIS	822.09
NBAZ - Warrant Clearing Account	Check	1114272	04/04/23	Accounts Payable	TROY D CZARNYSZKA	165.00
NBAZ - Warrant Clearing Account	Check	1114273	04/04/23	Accounts Payable	DAY CUSTOMS AUTOMOTIVE	77.06
NBAZ - Warrant Clearing Account	Check	1114274	04/04/23	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	218.91
NBAZ - Warrant Clearing Account	Check	1114275	04/04/23	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	192.81
NBAZ - Warrant Clearing Account	Check	1114276	04/04/23	Accounts Payable	JOSEPH DEDMAN JR	165.62
NBAZ - Warrant Clearing Account	Check	1114277	04/04/23	Accounts Payable	DEMCO	225.94
NBAZ - Warrant Clearing Account	Check	1114278	04/04/23	Accounts Payable	CECILIA DIAZ	1,838.49
NBAZ - Warrant Clearing Account	Check	1114279	04/04/23	Accounts Payable	DIRECTV LLC	94.24
NBAZ - Warrant Clearing Account	Check	1114280	04/04/23	Accounts Payable	DISH NETWORK	146.19
NBAZ - Warrant Clearing Account	Check	1114281	04/04/23	Accounts Payable	DISH NETWORK	160.16
NBAZ - Warrant Clearing Account	Check	1114282	04/04/23	Accounts Payable	DISH NETWORK	154.86
NBAZ - Warrant Clearing Account	Check	1114283	04/04/23	Accounts Payable	DITTVS PIZZA AND PIE	101.17
NBAZ - Warrant Clearing Account	Check	1114284	04/04/23	Accounts Payable	FELIPA A EARL	27.06
NBAZ - Warrant Clearing Account	Check	1114285	04/04/23	Accounts Payable	ELECTION CENTER	1,018.00
NBAZ - Warrant Clearing Account	Check	1114286	04/04/23	Accounts Payable	JULIUS ELWOOD	300.00
NBAZ - Warrant Clearing Account	Check	1114287	04/04/23	Accounts Payable	EMPIRE MACHINERY	1,822.66
NBAZ - Warrant Clearing Account	Check	1114288	04/04/23	Accounts Payable	FEDEX - FEDERAL EXPRESS CORPORATION	129.95

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1114289	04/04/23	Accounts Payable	BRITTANY LAUREN SAMANTHA FINCH	300.00
NBAZ - Warrant Clearing Account	Check	1114290	04/04/23	Accounts Payable	FLEET PRIDE	164.68
NBAZ - Warrant Clearing Account	Check	1114291	04/04/23	Accounts Payable	FRONTIER	223.66
NBAZ - Warrant Clearing Account	Check	1114292	04/04/23	Accounts Payable	FRONTIER	202.67
NBAZ - Warrant Clearing Account	Check	1114293	04/04/23	Accounts Payable	FRONTIER	193.76
NBAZ - Warrant Clearing Account	Check	1114294	04/04/23	Accounts Payable	FRONTIER	193.76
NBAZ - Warrant Clearing Account	Check	1114295	04/04/23	Accounts Payable	FRONTIER	157.53
NBAZ - Warrant Clearing Account	Check	1114296	04/04/23	Accounts Payable	FRONTIER	200.78
NBAZ - Warrant Clearing Account	Check	1114298	04/04/23	Accounts Payable	FRONTIER	144.99
NBAZ - Warrant Clearing Account	Check	1114299	04/04/23	Accounts Payable	FRONTIER	211.79
NBAZ - Warrant Clearing Account	Check	1114300	04/04/23	Accounts Payable	FRONTIER	821.79
NBAZ - Warrant Clearing Account	Check	1114301	04/04/23	Accounts Payable	FRONTIER	4,296.35
NBAZ - Warrant Clearing Account	Check	1114302	04/04/23	Accounts Payable	FRONTIER	121.03
NBAZ - Warrant Clearing Account	Check	1114303	04/04/23	Accounts Payable	FRONTIER	230.41
NBAZ - Warrant Clearing Account	Check	1114304	04/04/23	Accounts Payable	FRONTIER	191.26
NBAZ - Warrant Clearing Account	Check	1114305	04/04/23	Accounts Payable	FUTURE TIRE	755.10
NBAZ - Warrant Clearing Account	Check	1114306	04/04/23	Accounts Payable	GLAXO SMITHKLINE PHARMACY	2,328.10
NBAZ - Warrant Clearing Account	Check	1114307	04/04/23	Accounts Payable	JEFFREY LAWRENCE GUISO	534.45
NBAZ - Warrant Clearing Account	Check	1114308	04/04/23	Accounts Payable	ROBERT JAMES HIGGINS	3,108.51
NBAZ - Warrant Clearing Account	Check	1114309	04/04/23	Accounts Payable	HIGH COUNTRY PROPANE	38.19
NBAZ - Warrant Clearing Account	Check	1114310	04/04/23	Accounts Payable	HIGH COUNTRY SIGNS LLC	2,050.00
NBAZ - Warrant Clearing Account	Check	1114311	04/04/23	Accounts Payable	MEGAN L HILL	300.00
NBAZ - Warrant Clearing Account	Check	1114312	04/04/23	Accounts Payable	HILL AZ GROCERY STORE	121.18
NBAZ - Warrant Clearing Account	Check	1114313	04/04/23	Accounts Payable	HILLYARD/FLAGSTAFF	946.97
NBAZ - Warrant Clearing Account	Check	1114314	04/04/23	Accounts Payable	TIMOTHY HINTON	300.00
NBAZ - Warrant Clearing Account	Check	1114315	04/04/23	Accounts Payable	HOME DEPOT	484.22
NBAZ - Warrant Clearing Account	Check	1114316	04/04/23	Accounts Payable	BRIAN HOUNSHELL	300.00
NBAZ - Warrant Clearing Account	Check	1114317	04/04/23	Accounts Payable	GENEVA L JACKSON	1,755.88
NBAZ - Warrant Clearing Account	Check	1114318	04/04/23	Accounts Payable	DESTINY A JENSEN	344.57
NBAZ - Warrant Clearing Account	Check	1114319	04/04/23	Accounts Payable	JOHNSON CONTROLS SECURITY SOLUTIONS LLC	418.07
NBAZ - Warrant Clearing Account	Check	1114320	04/04/23	Accounts Payable	JONES OUTDOOR ADVERTISING INC	237.00
NBAZ - Warrant Clearing Account	Check	1114321	04/04/23	Accounts Payable	TOMMY KIRK	142.00
NBAZ - Warrant Clearing Account	Check	1114322	04/04/23	Accounts Payable	RHONDA KOELLEN	341.27
NBAZ - Warrant Clearing Account	Check	1114323	04/04/23	Accounts Payable	JAYMIE LYNN LEWIS-SMITH	150.00
NBAZ - Warrant Clearing Account	Check	1114324	04/04/23	Accounts Payable	STEPHANIE MCCARTHY	300.00
NBAZ - Warrant Clearing Account	Check	1114325	04/04/23	Accounts Payable	MELISSA MEEKS	1,013.13
NBAZ - Warrant Clearing Account	Check	1114326	04/04/23	Accounts Payable	MOHAWK AUTOMOTIVE LIFTS SOUTHWEST	1,142.00
NBAZ - Warrant Clearing Account	Check	1114327	04/04/23	Accounts Payable	NAPA	88.99
NBAZ - Warrant Clearing Account	Check	1114328	04/04/23	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	321.52
NBAZ - Warrant Clearing Account	Check	1114329	04/04/23	Accounts Payable	NAVAJO WESTERNERS	62.05
NBAZ - Warrant Clearing Account	Check	1114330	04/04/23	Accounts Payable	TEDDY MILLES NEWMAN	150.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1114331	04/04/23	Accounts Payable	NEWMAN SIGNS INC	993.38
NBAZ - Warrant Clearing Account	Check	1114332	04/04/23	Accounts Payable	FLORA NEZ	300.00
NBAZ - Warrant Clearing Account	Check	1114333	04/04/23	Accounts Payable	HALEY RHAЕ NICOLL	300.00
NBAZ - Warrant Clearing Account	Check	1114334	04/04/23	Accounts Payable	KEIRSTEN NIELSEN	150.00
NBAZ - Warrant Clearing Account	Check	1114335	04/04/23	Accounts Payable	NOODLE SOUP	80.59
NBAZ - Warrant Clearing Account	Check	1114336	04/04/23	Accounts Payable	NTUA WIRELESS, LLC	5,220.02
NBAZ - Warrant Clearing Account	Check	1114337	04/04/23	Accounts Payable	O'REILLY AUTO PARTS	78.75
NBAZ - Warrant Clearing Account	Check	1114338	04/04/23	Accounts Payable	OFFICE DEPOT	160.54
NBAZ - Warrant Clearing Account	Check	1114339	04/04/23	Accounts Payable	OVERDRIVE INC	1,552.61
NBAZ - Warrant Clearing Account	Check	1114340	04/04/23	Accounts Payable	TOBIE KLIESSEN OVERSON	70.45
NBAZ - Warrant Clearing Account	Check	1114341	04/04/23	Accounts Payable	DAVID J PADILLA	1,300.00
NBAZ - Warrant Clearing Account	Check	1114342	04/04/23	Accounts Payable	BRIAN K PARRACK (HIGH COUNTRY AWARDS)	97.44
NBAZ - Warrant Clearing Account	Check	1114343	04/04/23	Accounts Payable	DENNIELLE PATTERSON	150.00
NBAZ - Warrant Clearing Account	Check	1114344	04/04/23	Accounts Payable	RYAN N PATTERSON	127.07
NBAZ - Warrant Clearing Account	Check	1114345	04/04/23	Accounts Payable	RYAN N PATTERSON	321.10
NBAZ - Warrant Clearing Account	Check	1114346	04/04/23	Accounts Payable	DOUGLAS LANCE PEARCE	1,062.53
NBAZ - Warrant Clearing Account	Check	1114347	04/04/23	Accounts Payable	PHOENIX CHILDREN'S MEDICAL GROUP	175.00
NBAZ - Warrant Clearing Account	Check	1114348	04/04/23	Accounts Payable	QUILL CORP	5,682.90
NBAZ - Warrant Clearing Account	Check	1114349	04/04/23	Accounts Payable	QUINCY ORONA ORIGINALS	165.83
NBAZ - Warrant Clearing Account	Check	1114350	04/04/23	Accounts Payable	RDO EQUIPMENT CO	817.52
NBAZ - Warrant Clearing Account	Check	1114351	04/04/23	Accounts Payable	RELIABLE BACKGROUND SCREENING	358.17
NBAZ - Warrant Clearing Account	Check	1114352	04/04/23	Accounts Payable	RIGG LAW FIRM PLLC	10,000.00
NBAZ - Warrant Clearing Account	Check	1114353	04/04/23	Accounts Payable	CAROL A ROBERTS	24.36
NBAZ - Warrant Clearing Account	Check	1114354	04/04/23	Accounts Payable	CELESTE ROBERTSON	2,549.91
NBAZ - Warrant Clearing Account	Check	1114355	04/04/23	Accounts Payable	RUNBECK ELECTION SERVICES INC	18,022.42
NBAZ - Warrant Clearing Account	Check	1114356	04/04/23	Accounts Payable	RUSH TRUCK CENTER	5,684.83
NBAZ - Warrant Clearing Account	Check	1114357	04/04/23	Accounts Payable	SAFELITE AUTO GLASS	1,264.64
NBAZ - Warrant Clearing Account	Check	1114358	04/04/23	Accounts Payable	SAFEWAY INC	123.35
NBAZ - Warrant Clearing Account	Check	1114359	04/04/23	Accounts Payable	LAURA J SALAZAR	55.00
NBAZ - Warrant Clearing Account	Check	1114360	04/04/23	Accounts Payable	SANDERS UNIFIED SCHOOL DISTRICT	3,250.00
NBAZ - Warrant Clearing Account	Check	1114361	04/04/23	Accounts Payable	BRENDA GALE SAVOY	88.36
NBAZ - Warrant Clearing Account	Check	1114362	04/04/23	Accounts Payable	SEAN P WILSON MD	100.00
NBAZ - Warrant Clearing Account	Check	1114363	04/04/23	Accounts Payable	SECURUS TECHNOLOGIES INC	1,986.41
NBAZ - Warrant Clearing Account	Check	1114364	04/04/23	Accounts Payable	ALTON JOE SHEPHERD	5.89
NBAZ - Warrant Clearing Account	Check	1114365	04/04/23	Accounts Payable	RANDY SHERLOCK	137.00
NBAZ - Warrant Clearing Account	Check	1114366	04/04/23	Accounts Payable	JOE SHIRLEY JR	80.19
NBAZ - Warrant Clearing Account	Check	1114367	04/04/23	Accounts Payable	SHOW LOW FORD INC	3,218.53
NBAZ - Warrant Clearing Account	Check	1114368	04/04/23	Accounts Payable	SERRA PROPANE	1,901.10
NBAZ - Warrant Clearing Account	Check	1114369	04/04/23	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	520.80
NBAZ - Warrant Clearing Account	Check	1114370	04/04/23	Accounts Payable	SPARKLETT'S WATER	75.31
NBAZ - Warrant Clearing Account	Check	1114371	04/04/23	Accounts Payable	SPORTS WORLD INC	4,044.90
NBAZ - Warrant Clearing Account	Check	1114372	04/04/23	Accounts Payable	ST JOHNS EMERGENCY SERVICES	1,186.98

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1114373	04/04/23	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	237.42
NBAZ - Warrant Clearing Account	Check	1114374	04/04/23	Accounts Payable	STATE FARM FIRE & CASUALTY COMPANY	200.00
NBAZ - Warrant Clearing Account	Check	1114375	04/04/23	Accounts Payable	SUEAN STRADLING-COLLINS	150.00
NBAZ - Warrant Clearing Account	Check	1114376	04/04/23	Accounts Payable	THE AARONS COMPANY LLC	3,000.00
NBAZ - Warrant Clearing Account	Check	1114377	04/04/23	Accounts Payable	THE EMBLEM AUTHORITY	640.00
NBAZ - Warrant Clearing Account	Check	1114378	04/04/23	Accounts Payable	THE GUIDANCE CENTER	2,045.00
NBAZ - Warrant Clearing Account	Check	1114379	04/04/23	Accounts Payable	JESSE THOMAS	300.00
NBAZ - Warrant Clearing Account	Check	1114380	04/04/23	Accounts Payable	TREAD MASTERS TIRE & LUBE	54.22
NBAZ - Warrant Clearing Account	Check	1114381	04/04/23	Accounts Payable	TRI STATE INTELLIGENCE ASSOCIATION	40.00
NBAZ - Warrant Clearing Account	Check	1114382	04/04/23	Accounts Payable	TRINITY SERVICES GROUP INC	19,200.08
NBAZ - Warrant Clearing Account	Check	1114383	04/04/23	Accounts Payable	TRIPLE R FUELS	56.43
NBAZ - Warrant Clearing Account	Check	1114384	04/04/23	Accounts Payable	TYLER TECHNOLOGIES INC	112,009.84
NBAZ - Warrant Clearing Account	Check	1114385	04/04/23	Accounts Payable	UNIFIRST CORPORATION	132.80
NBAZ - Warrant Clearing Account	Check	1114386	04/04/23	Accounts Payable	US POSTMASTER	54.02
NBAZ - Warrant Clearing Account	Check	1114387	04/04/23	Accounts Payable	US POSTMASTER	290.00
NBAZ - Warrant Clearing Account	Check	1114388	04/04/23	Accounts Payable	US POSTMASTER	860.00
NBAZ - Warrant Clearing Account	Check	1114389	04/04/23	Accounts Payable	VALLEY AUTO PARTS	611.91
NBAZ - Warrant Clearing Account	Check	1114390	04/04/23	Accounts Payable	HEATHER VAN DER NOORD	300.00
NBAZ - Warrant Clearing Account	Check	1114391	04/04/23	Accounts Payable	RITA VAUGHAN	300.00
NBAZ - Warrant Clearing Account	Check	1114392	04/04/23	Accounts Payable	VERIZON WIRELESS	1,164.50
NBAZ - Warrant Clearing Account	Check	1114393	04/04/23	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	40.26
NBAZ - Warrant Clearing Account	Check	1114394	04/04/23	Accounts Payable	THOMAS CARDON WEBB	150.00
NBAZ - Warrant Clearing Account	Check	1114395	04/04/23	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	181.12
NBAZ - Warrant Clearing Account	Check	1114396	04/04/23	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	36.27
NBAZ - Warrant Clearing Account	Check	1114397	04/04/23	Accounts Payable	JOYCLYNN WHITING	84.00
NBAZ - Warrant Clearing Account	Check	1114398	04/04/23	Accounts Payable	ANTONIA WOOD	232.76
NBAZ - Warrant Clearing Account	Check	1114399	04/04/23	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	623.07
NBAZ - Warrant Clearing Account	Check	1114400	04/04/23	Accounts Payable	WOODSON ENGINEERING & SURVEYING INC	34,357.50
NBAZ - Warrant Clearing Account	Check	1114401	04/04/23	Accounts Payable	WRIGHT EXPRESS FSC WEX	3,930.33
NBAZ - Warrant Clearing Account	Check	1114402	04/04/23	Accounts Payable	REDACTED	1,108.00
NBAZ - Warrant Clearing Account	Check	1114403	04/04/23	Accounts Payable	IVAN D ZHELEV	862.78
NBAZ - Warrant Clearing Account	Check	1114404	04/06/23	Accounts Payable	MARLEITA BEGAY	925.48
NBAZ - Warrant Clearing Account	Check	1114405	04/06/23	Accounts Payable	NATIONAL BANK	14,916.88
NBAZ - Warrant Clearing Account	Check	1114406	04/06/23	Accounts Payable	NATIONAL BANK OF ARIZONA 1389	1,694.33
NBAZ - Warrant Clearing Account	Check	1114407	04/06/23	Accounts Payable	NATIONAL BANK OF ARIZONA 0285	926.56
NBAZ - Warrant Clearing Account	Check	1114408	04/06/23	Accounts Payable	CRAIG TSOSIE	964.19
NBAZ - Warrant Clearing Account	Check	1114409	04/11/23	Accounts Payable	A TOW TO THE RESCUE & RECOVERY	984.99
NBAZ - Warrant Clearing Account	Check	1114410	04/11/23	Accounts Payable	ADVANCED CORRECTIONAL HEALTHCARE INC	39,086.01
NBAZ - Warrant Clearing Account	Check	1114411	04/11/23	Accounts Payable	ALLEGRA	312.28
NBAZ - Warrant Clearing Account	Check	1114412	04/11/23	Accounts Payable	ALPINE WATER AND SANITARY	88.05
NBAZ - Warrant Clearing Account	Check	1114413	04/11/23	Accounts Payable	ALSCO INC	659.01
NBAZ - Warrant Clearing Account	Check	1114414	04/11/23	Accounts Payable	AMAZON CAPITAL SERVICES INC	4,584.72

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1114415	04/11/23	Accounts Payable	AMIGO CHRYSLER DODGE JEEP RAM	718.06
NBAZ - Warrant Clearing Account	Check	1114416	04/11/23	Accounts Payable	APACHE COUNTY	311.49
NBAZ - Warrant Clearing Account	Check	1114417	04/11/23	Accounts Payable	APACHE COUNTY PROBATION DEPARTMENT	3,003.26
NBAZ - Warrant Clearing Account	Check	1114418	04/11/23	Accounts Payable	ARIZONA COALITION FOR VICTIM SERVICES	350.00
NBAZ - Warrant Clearing Account	Check	1114419	04/11/23	Accounts Payable	ARIZONA ELEVATOR SOLUTIONS INC	3,167.29
NBAZ - Warrant Clearing Account	Check	1114420	04/11/23	Accounts Payable	ASHTONS REPAIR INC	361.93
NBAZ - Warrant Clearing Account	Check	1114421	04/11/23	Accounts Payable	AZ COUNTIES INSURANCE POOL	6,927.80
NBAZ - Warrant Clearing Account	Check	1114422	04/11/23	Accounts Payable	AZ COURTS ASSN	1,140.00
NBAZ - Warrant Clearing Account	Check	1114423	04/11/23	Accounts Payable	AZ COURTS ASSN	2,518.00
NBAZ - Warrant Clearing Account	Check	1114424	04/11/23	Accounts Payable	AZ DEPT OF RISK MANAGEMENT	250.00
NBAZ - Warrant Clearing Account	Check	1114425	04/11/23	Accounts Payable	AZ SUPREME COURT	352,918.95
NBAZ - Warrant Clearing Account	Check	1114426	04/11/23	Accounts Payable	AZLGEBT	859.80
NBAZ - Warrant Clearing Account	Check	1114427	04/11/23	Accounts Payable	BAUMAN HOME AND AUTO INC (CARQUEST)	770.00
NBAZ - Warrant Clearing Account	Check	1114428	04/11/23	Accounts Payable	SARAH MAE BEGAY	831.63
NBAZ - Warrant Clearing Account	Check	1114429	04/11/23	Accounts Payable	BLUE HILLS ENVIRONMENTAL	4,425.00
NBAZ - Warrant Clearing Account	Check	1114430	04/11/23	Accounts Payable	BLUE KNIGHT SECURITY LLC	180.53
NBAZ - Warrant Clearing Account	Check	1114431	04/11/23	Accounts Payable	BOOT BARN	120.00
NBAZ - Warrant Clearing Account	Check	1114432	04/11/23	Accounts Payable	MALCOLM CHARLEY BOYD	30,097.27
NBAZ - Warrant Clearing Account	Check	1114433	04/11/23	Accounts Payable	BRAD HALL & ASSOCIATES INC	300.00
NBAZ - Warrant Clearing Account	Check	1114434	04/11/23	Accounts Payable	NATASHA BRADBURN	61.18
NBAZ - Warrant Clearing Account	Check	1114435	04/11/23	Accounts Payable	MICHAEL T BRAGIEL	269.85
NBAZ - Warrant Clearing Account	Check	1114436	04/11/23	Accounts Payable	BULWARK EXTERMINATING LLC	1,000.00
NBAZ - Warrant Clearing Account	Check	1114437	04/11/23	Accounts Payable	BURNHAM MORTUARY	600.00
NBAZ - Warrant Clearing Account	Check	1114438	04/11/23	Accounts Payable	BURNHAM MORTUARY	239.20
NBAZ - Warrant Clearing Account	Check	1114439	04/11/23	Accounts Payable	C&I SHOW HARDWARE & SECURITY SYSTEMS INC	30.00
NBAZ - Warrant Clearing Account	Check	1114440	04/11/23	Accounts Payable	REDACTED	98.02
NBAZ - Warrant Clearing Account	Check	1114441	04/11/23	Accounts Payable	ELIZABETH A CASTILLO	2,211.45
NBAZ - Warrant Clearing Account	Check	1114442	04/11/23	Accounts Payable	CDW GOVERNMENT LLC	193.87
NBAZ - Warrant Clearing Account	Check	1114443	04/11/23	Accounts Payable	CELLULAR ONE NE AZ	3,353.00
NBAZ - Warrant Clearing Account	Check	1114444	04/11/23	Accounts Payable	CLARK TRUCK EQUIPMENT COMPANY INC	145.95
NBAZ - Warrant Clearing Account	Check	1114445	04/11/23	Accounts Payable	COLLABORATIVE SUMMER LIBRARY PROGRAM	2,764.70
NBAZ - Warrant Clearing Account	Check	1114446	04/11/23	Accounts Payable	CONDITIONED RESPONSE TRAINING	10,864.93
NBAZ - Warrant Clearing Account	Check	1114447	04/11/23	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	3,748.60
NBAZ - Warrant Clearing Account	Check	1114448	04/11/23	Accounts Payable	CONTINUANT INC	300.00
NBAZ - Warrant Clearing Account	Check	1114449	04/11/23	Accounts Payable	RODGER DAHOZY	111.95
NBAZ - Warrant Clearing Account	Check	1114450	04/11/23	Accounts Payable	DAY CUSTOMS AUTOMOTIVE	322.71
NBAZ - Warrant Clearing Account	Check	1114451	04/11/23	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	108.00
NBAZ - Warrant Clearing Account	Check	1114452	04/11/23	Accounts Payable	JOSEPH DEDMAN JR	120.00
NBAZ - Warrant Clearing Account	Check	1114453	04/11/23	Accounts Payable	ALREED DESCHEENY	1,934.75
NBAZ - Warrant Clearing Account	Check	1114454	04/11/23	Accounts Payable	DIAMONDBACK POLICE SUPPLY CO INC	54.82
NBAZ - Warrant Clearing Account	Check	1114455	04/11/23	Accounts Payable	CAREY D DOBSON	79.00
NBAZ - Warrant Clearing Account	Check	1114456	04/11/23	Accounts Payable	COLTON EDWARDS	118.00
NBAZ - Warrant Clearing Account	Check	1114456	04/11/23	Accounts Payable	JULIUS ELWOOD	

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1114457	04/11/23	Accounts Payable	EMPIRE MACHINERY	2,650.52
NBAZ - Warrant Clearing Account	Check	1114458	04/11/23	Accounts Payable	ESRI INC	14,992.75
NBAZ - Warrant Clearing Account	Check	1114459	04/11/23	Accounts Payable	EXPEDITION COMMUNICATIONS LLC	3,995.00
NBAZ - Warrant Clearing Account	Check	1114460	04/11/23	Accounts Payable	FERRELLGAS	1,144.21
NBAZ - Warrant Clearing Account	Check	1114461	04/11/23	Accounts Payable	FOREMOST PROMOTIONS	438.76
NBAZ - Warrant Clearing Account	Check	1114462	04/11/23	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	71.40
NBAZ - Warrant Clearing Account	Check	1114463	04/11/23	Accounts Payable	JOHN L FREEMAN JR	61.12
NBAZ - Warrant Clearing Account	Check	1114464	04/11/23	Accounts Payable	FRONTIER	101.93
NBAZ - Warrant Clearing Account	Check	1114465	04/11/23	Accounts Payable	FRONTIER	570.69
NBAZ - Warrant Clearing Account	Check	1114466	04/11/23	Accounts Payable	FUTURE TIRE	1,264.45
NBAZ - Warrant Clearing Account	Check	1114467	04/11/23	Accounts Payable	GALL'S INC	627.85
NBAZ - Warrant Clearing Account	Check	1114468	04/11/23	Accounts Payable	GALLUP INDEPENDENT	138.00
NBAZ - Warrant Clearing Account	Check	1114469	04/11/23	Accounts Payable	GALLUP WATER WORKS	38.75
NBAZ - Warrant Clearing Account	Check	1114470	04/11/23	Accounts Payable	CASSANDRA MAY GARDNER	441.54
NBAZ - Warrant Clearing Account	Check	1114471	04/11/23	Accounts Payable	GILA BROADBAND	540.00
NBAZ - Warrant Clearing Account	Check	1114472	04/11/23	Accounts Payable	GLOBAL SENSORS	268.10
NBAZ - Warrant Clearing Account	Check	1114473	04/11/23	Accounts Payable	BARBARA J GOMEZ	300.00
NBAZ - Warrant Clearing Account	Check	1114474	04/11/23	Accounts Payable	GRAINGER	2,426.15
NBAZ - Warrant Clearing Account	Check	1114475	04/11/23	Accounts Payable	DARYL GREER	492.25
NBAZ - Warrant Clearing Account	Check	1114476	04/11/23	Accounts Payable	RICHARD C GUINN	80.75
NBAZ - Warrant Clearing Account	Check	1114477	04/11/23	Accounts Payable	JESSICA ANN HAMBUN	187.50
NBAZ - Warrant Clearing Account	Check	1114478	04/11/23	Accounts Payable	HEALTH EQUITY INC	160.00
NBAZ - Warrant Clearing Account	Check	1114479	04/11/23	Accounts Payable	KLINT HEAP	1,773.67
NBAZ - Warrant Clearing Account	Check	1114480	04/11/23	Accounts Payable	HILL AZ GROCERY STORE	120.97
NBAZ - Warrant Clearing Account	Check	1114481	04/11/23	Accounts Payable	HILLYARD/FLAGSTAFF	1,462.08
NBAZ - Warrant Clearing Account	Check	1114482	04/11/23	Accounts Payable	LETA HONNIE	176.86
NBAZ - Warrant Clearing Account	Check	1114483	04/11/23	Accounts Payable	BRIAN HOUNSHELL	29.98
NBAZ - Warrant Clearing Account	Check	1114484	04/11/23	Accounts Payable	HUGHES SUPPLY INC (LAKESIDE)	26.71
NBAZ - Warrant Clearing Account	Check	1114485	04/11/23	Accounts Payable	JOHN (JACK) INGRAM	1,108.44
NBAZ - Warrant Clearing Account	Check	1114486	04/11/23	Accounts Payable	DENNISE L JONES	300.00
NBAZ - Warrant Clearing Account	Check	1114487	04/11/23	Accounts Payable	JUSTICE BENEFITS INC	1,334.08
NBAZ - Warrant Clearing Account	Check	1114488	04/11/23	Accounts Payable	MICHAEL LATHAM	212.92
NBAZ - Warrant Clearing Account	Check	1114489	04/11/23	Accounts Payable	LAWSON PRODUCTS INC	131.86
NBAZ - Warrant Clearing Account	Check	1114490	04/11/23	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	592.21
NBAZ - Warrant Clearing Account	Check	1114491	04/11/23	Accounts Payable	LIGHT HOUSE OF ARIZONA	475.13
NBAZ - Warrant Clearing Account	Check	1114492	04/11/23	Accounts Payable	LIVCO WATER & SEWER COMPANY	26.59
NBAZ - Warrant Clearing Account	Check	1114493	04/11/23	Accounts Payable	LOWES COMPANIES INC	1,947.86
NBAZ - Warrant Clearing Account	Check	1114494	04/11/23	Accounts Payable	MARLIN LEASING CORPORATION	557.62
NBAZ - Warrant Clearing Account	Check	1114495	04/11/23	Accounts Payable	MCCOOK BOILER AND PUMP COMPANY	2,895.00
NBAZ - Warrant Clearing Account	Check	1114496	04/11/23	Accounts Payable	OSCAR R MIRANDA	73.76
NBAZ - Warrant Clearing Account	Check	1114497	04/11/23	Accounts Payable	MISSION UNIFORM & LINEN	278.52
NBAZ - Warrant Clearing Account	Check	1114498	04/11/23	Accounts Payable	MONNIT CORPORATION	20.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1114499	04/11/23	Accounts Payable	JASON WAYNE MOORE	300.00
NBAZ - Warrant Clearing Account	Check	1114500	04/11/23	Accounts Payable	REITA MOORE	349.14
NBAZ - Warrant Clearing Account	Check	1114501	04/11/23	Accounts Payable	DIANA M MORGAN	269.86
NBAZ - Warrant Clearing Account	Check	1114502	04/11/23	Accounts Payable	NATIONAL INSTITUTE FOR JAIL OPERATIONS	365.00
NBAZ - Warrant Clearing Account	Check	1114503	04/11/23	Accounts Payable	NATIONAL NOTARY ASSOCIATION	186.48
NBAZ - Warrant Clearing Account	Check	1114504	04/11/23	Accounts Payable	NAVAJO COUNTY FAMILY ADVOCACY CENTER	2,025.00
NBAZ - Warrant Clearing Account	Check	1114505	04/11/23	Accounts Payable	NAVAJO SANITATION INC	111.30
NBAZ - Warrant Clearing Account	Check	1114506	04/11/23	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	670.07
NBAZ - Warrant Clearing Account	Check	1114507	04/11/23	Accounts Payable	NAVAJO WESTERNERS	42.56
NBAZ - Warrant Clearing Account	Check	1114508	04/11/23	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	1,574.57
NBAZ - Warrant Clearing Account	Check	1114509	04/11/23	Accounts Payable	NFOCUS SOLUTIONS	1,947.00
NBAZ - Warrant Clearing Account	Check	1114510	04/11/23	Accounts Payable	OFFICE DEPOT	1,520.57
NBAZ - Warrant Clearing Account	Check	1114511	04/11/23	Accounts Payable	ORKIN PEST CONTROL	560.74
NBAZ - Warrant Clearing Account	Check	1114512	04/11/23	Accounts Payable	OVERDRIVE INC	2.50
NBAZ - Warrant Clearing Account	Check	1114513	04/11/23	Accounts Payable	TOBIE KLESSEN OVERSON	300.00
NBAZ - Warrant Clearing Account	Check	1114514	04/11/23	Accounts Payable	PACIFIC PONDEROSA CO INC	6,172.56
NBAZ - Warrant Clearing Account	Check	1114515	04/11/23	Accounts Payable	DANA BRUCE PATTERSON	8,500.00
NBAZ - Warrant Clearing Account	Check	1114516	04/11/23	Accounts Payable	PERFECT PRINTZ LLC	386.63
NBAZ - Warrant Clearing Account	Check	1114517	04/11/23	Accounts Payable	PREMIUM PROPANE LLC	2,899.96
NBAZ - Warrant Clearing Account	Check	1114518	04/11/23	Accounts Payable	PRESMITH RESORT & CONFERENCE CTR	354.69
NBAZ - Warrant Clearing Account	Check	1114519	04/11/23	Accounts Payable	PRESMITH RESORT & CONFERENCE CTR	354.69
NBAZ - Warrant Clearing Account	Check	1114520	04/11/23	Accounts Payable	PRESMITH RESORT & CONFERENCE CTR	354.69
NBAZ - Warrant Clearing Account	Check	1114521	04/11/23	Accounts Payable	QUILL CORP	4,602.11
NBAZ - Warrant Clearing Account	Check	1114522	04/11/23	Accounts Payable	R JOHN R JOHN LEE ATTORNEY AT LAW	8,500.00
NBAZ - Warrant Clearing Account	Check	1114523	04/11/23	Accounts Payable	REDW LLC	9,850.00
NBAZ - Warrant Clearing Account	Check	1114524	04/11/23	Accounts Payable	REINOSO, ROSS	32,000.00
NBAZ - Warrant Clearing Account	Check	1114525	04/11/23	Accounts Payable	RELIABLE BACKGROUND SCREENING	315.00
NBAZ - Warrant Clearing Account	Check	1114526	04/11/23	Accounts Payable	RHINEHART OIL CO	40,798.72
NBAZ - Warrant Clearing Account	Check	1114527	04/11/23	Accounts Payable	SAFEUTE AUTO GLASS	494.14
NBAZ - Warrant Clearing Account	Check	1114528	04/11/23	Accounts Payable	LAURA J SALAZAR	23.69
NBAZ - Warrant Clearing Account	Check	1114529	04/11/23	Accounts Payable	SALT RIVER PROJECT - SRP - MARS	1,091.00
NBAZ - Warrant Clearing Account	Check	1114530	04/11/23	Accounts Payable	JODI LYNN SANDS	306.00
NBAZ - Warrant Clearing Account	Check	1114531	04/11/23	Accounts Payable	SECURUS TECHNOLOGIES INC	3,522.46
NBAZ - Warrant Clearing Account	Check	1114532	04/11/23	Accounts Payable	SEM APPLICATIONS INC	222.00
NBAZ - Warrant Clearing Account	Check	1114533	04/11/23	Accounts Payable	SENTRY WELDING SUPPLY LLC	114.94
NBAZ - Warrant Clearing Account	Check	1114534	04/11/23	Accounts Payable	ALTON JOE SHEPHERD	541.14
NBAZ - Warrant Clearing Account	Check	1114535	04/11/23	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	1,115.83
NBAZ - Warrant Clearing Account	Check	1114536	04/11/23	Accounts Payable	SPARKLETT'S WATER	61.64
NBAZ - Warrant Clearing Account	Check	1114537	04/11/23	Accounts Payable	SPARKLETT'S WATER	15.78
NBAZ - Warrant Clearing Account	Check	1114538	04/11/23	Accounts Payable	ST JOHNS CITY	1,590.04
NBAZ - Warrant Clearing Account	Check	1114539	04/11/23	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	100.00
NBAZ - Warrant Clearing Account	Check	1114540	04/11/23	Accounts Payable	STATE FARM FIRE & CASUALTY COMPANY	100.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1114541	04/11/23	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	748.49
NBAZ - Warrant Clearing Account	Check	1114542	04/11/23	Accounts Payable	THE ARIZONA PARTNERSHIP FOR IMMUNIZATION	602.80
NBAZ - Warrant Clearing Account	Check	1114543	04/11/23	Accounts Payable	THE POUR STATION	164.81
NBAZ - Warrant Clearing Account	Check	1114544	04/11/23	Accounts Payable	THE ZICKERMAN LAW OFFICE PLLC	440.00
NBAZ - Warrant Clearing Account	Check	1114545	04/11/23	Accounts Payable	THOMSON REUTERS WEST	2,184.68
NBAZ - Warrant Clearing Account	Check	1114546	04/11/23	Accounts Payable	TOWN OF EAGAR	235.15
NBAZ - Warrant Clearing Account	Check	1114547	04/11/23	Accounts Payable	TOWN OF SPRINGERVILLE	103.58
NBAZ - Warrant Clearing Account	Check	1114548	04/11/23	Accounts Payable	TREAD MASTERS TIRE & LUBE	229.14
NBAZ - Warrant Clearing Account	Check	1114549	04/11/23	Accounts Payable	TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY	1,289.42
NBAZ - Warrant Clearing Account	Check	1114550	04/11/23	Accounts Payable	TYLER TECHNOLOGIES INC	337.50
NBAZ - Warrant Clearing Account	Check	1114551	04/11/23	Accounts Payable	UNIFIRST CORPORATION	134.52
NBAZ - Warrant Clearing Account	Check	1114552	04/11/23	Accounts Payable	VERIZON WIRELESS	3,717.44
NBAZ - Warrant Clearing Account	Check	1114553	04/11/23	Accounts Payable	WAGNER EQUIPMENT CO	983.86
NBAZ - Warrant Clearing Account	Check	1114554	04/11/23	Accounts Payable	CHERYL ANN WARD	137.36
NBAZ - Warrant Clearing Account	Check	1114555	04/11/23	Accounts Payable	WHITE MOUNTAIN COMMUNICATIONS	1,091.82
NBAZ - Warrant Clearing Account	Check	1114556	04/11/23	Accounts Payable	JOYCLYNN WHITTING	300.00
NBAZ - Warrant Clearing Account	Check	1114557	04/11/23	Accounts Payable	WILLIAMS, LAMUEL	147.00
NBAZ - Warrant Clearing Account	Check	1114558	04/11/23	Accounts Payable	SARAH WINNEGAR	961.52
NBAZ - Warrant Clearing Account	Check	1114559	04/11/23	Accounts Payable	ANTONIA WOOD	276.38
NBAZ - Warrant Clearing Account	Check	1114560	04/11/23	Accounts Payable	SAMUEL A WOOD	1,589.12
NBAZ - Warrant Clearing Account	Check	1114561	04/11/23	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	501.27
NBAZ - Warrant Clearing Account	Check	1114562	04/11/23	Accounts Payable	JAY YELLOWHORSE	789.77
NBAZ - Warrant Clearing Account	Check	1114563	04/11/23	Accounts Payable	ZOOM VIDEO COMMUNICATIONS INC	459.82
NBAZ - Warrant Clearing Account	Check	1114610	04/11/23	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	279.68
NBAZ - Warrant Clearing Account	Check	1114611	04/11/23	Accounts Payable	APACHE COUNTY FSA	679.73
NBAZ - Warrant Clearing Account	Check	1114612	04/11/23	Accounts Payable	APACHE COUNTY HSA	4,559.39
NBAZ - Warrant Clearing Account	Check	1114613	04/11/23	Accounts Payable	APACHE COUNTY MEDICAL	169,516.94
NBAZ - Warrant Clearing Account	Check	1114614	04/11/23	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	184,293.98
NBAZ - Warrant Clearing Account	Check	1114615	04/11/23	Accounts Payable	ASRS LEGACY EORP	10,075.98
NBAZ - Warrant Clearing Account	Check	1114616	04/11/23	Accounts Payable	AZ STATE RETIREMENT SYSTEM	128,041.15
NBAZ - Warrant Clearing Account	Check	1114617	04/11/23	Accounts Payable	CINCINNATI LIFE INS CO	10.00
NBAZ - Warrant Clearing Account	Check	1114618	04/11/23	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,139.10
NBAZ - Warrant Clearing Account	Check	1114619	04/11/23	Accounts Payable	CORP AOC DISABILITY	30.98
NBAZ - Warrant Clearing Account	Check	1114620	04/11/23	Accounts Payable	CORP DISABILITY	99.40
NBAZ - Warrant Clearing Account	Check	1114621	04/11/23	Accounts Payable	CORRECTIONS OFFICER RET PLAN	11,888.74
NBAZ - Warrant Clearing Account	Check	1114622	04/11/23	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	1,380.30
NBAZ - Warrant Clearing Account	Check	1114623	04/11/23	Accounts Payable	EODCRS DISABILITY	14.22
NBAZ - Warrant Clearing Account	Check	1114624	04/11/23	Accounts Payable	EORP LEGACY	2,777.35
NBAZ - Warrant Clearing Account	Check	1114625	04/11/23	Accounts Payable	NATIONWIDE	3,045.10
NBAZ - Warrant Clearing Account	Check	1114626	04/11/23	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	603.59
NBAZ - Warrant Clearing Account	Check	1114627	04/11/23	Accounts Payable	NATIONWIDE TRUST FSB	2,891.21
NBAZ - Warrant Clearing Account	Check	1114628	04/11/23	Accounts Payable	NEW MEXICO HUMAN SERVICES DEPT	162.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1114629	04/11/23	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	14,035.08
NBAZ - Warrant Clearing Account	Check	1114630	04/11/23	Accounts Payable	PUBLIC SAFETY SHERIFF RET	10,732.21
NBAZ - Warrant Clearing Account	Check	1114631	04/11/23	Accounts Payable	RIO PUERCO ACRES	510.00
NBAZ - Warrant Clearing Account	Check	1114632	04/11/23	Accounts Payable	SECURITY BENEFIT GROUP	340.00
NBAZ - Warrant Clearing Account	Check	1114633	04/11/23	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,424.82
NBAZ - Warrant Clearing Account	Check	1114634	04/13/23	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	16,927.48
NBAZ - Warrant Clearing Account	Check	1114635	04/13/23	Accounts Payable	TINA PADILLA	441.54
NBAZ - Warrant Clearing Account	Check	1114636	04/13/23	Accounts Payable	PEACE CHAPEL FUNERAL HOME	1,000.00
NBAZ - Warrant Clearing Account	Check	1114637	04/13/23	Accounts Payable	JESSE THOMAS	402.36
NBAZ - Warrant Clearing Account	Check	1114638	04/13/23	Accounts Payable	HEATHER VAN DER NOORD	402.36
NBAZ - Warrant Clearing Account	Check	1114639	04/17/23	Accounts Payable	RODGER DAHOZY	452.94
NBAZ - Warrant Clearing Account	Check	1114640	04/17/23	Accounts Payable	ALTON JOE SHEPHERD	578.38
NBAZ - Warrant Clearing Account	Check	1114641	04/18/23	Accounts Payable	ADVANCED CORRECTIONAL HEALTHCARE INC	39,144.92
NBAZ - Warrant Clearing Account	Check	1114642	04/18/23	Accounts Payable	ALERTUS TECHNOLOGIES LLC	4,950.00
NBAZ - Warrant Clearing Account	Check	1114643	04/18/23	Accounts Payable	ALPINE WATER AND SANITARY	253.10
NBAZ - Warrant Clearing Account	Check	1114644	04/18/23	Accounts Payable	ALSCO INC	922.57
NBAZ - Warrant Clearing Account	Check	1114645	04/18/23	Accounts Payable	AMAZON CAPITAL SERVICES INC	2,957.48
NBAZ - Warrant Clearing Account	Check	1114646	04/18/23	Accounts Payable	AMIGO CHRYSLER DODGE JEEP RAM	140.53
NBAZ - Warrant Clearing Account	Check	1114647	04/18/23	Accounts Payable	APACHE COUNTY	139.35
NBAZ - Warrant Clearing Account	Check	1114648	04/18/23	Accounts Payable	AZ COUNTIES WORKERS COMPENSATION PLAN	108,032.63
NBAZ - Warrant Clearing Account	Check	1114649	04/18/23	Accounts Payable	AZ DEPT OF HEALTH SERVICES	1,240.00
NBAZ - Warrant Clearing Account	Check	1114650	04/18/23	Accounts Payable	AZ SUPREME COURT	425.00
NBAZ - Warrant Clearing Account	Check	1114651	04/18/23	Accounts Payable	YOLANDA BALDWIN	99.00
NBAZ - Warrant Clearing Account	Check	1114652	04/18/23	Accounts Payable	LUCINDA A BALOO	68.12
NBAZ - Warrant Clearing Account	Check	1114653	04/18/23	Accounts Payable	BARCO PRODUCTS CO	477.82
NBAZ - Warrant Clearing Account	Check	1114654	04/18/23	Accounts Payable	BASHAS' CORPORATE OFFICE	38.10
NBAZ - Warrant Clearing Account	Check	1114655	04/18/23	Accounts Payable	BASIN BROADCASTING COMPANY INC - KNDR RADIO	825.00
NBAZ - Warrant Clearing Account	Check	1114656	04/18/23	Accounts Payable	BAUMAN HOME AND AUTO INC (CARQUEST)	2,877.65
NBAZ - Warrant Clearing Account	Check	1114657	04/18/23	Accounts Payable	SARAH MAE BEGAY	75.00
NBAZ - Warrant Clearing Account	Check	1114658	04/18/23	Accounts Payable	BLINDS.COM	1,621.67
NBAZ - Warrant Clearing Account	Check	1114659	04/18/23	Accounts Payable	BLUE HILLS ENVIRONMENTAL	370.38
NBAZ - Warrant Clearing Account	Check	1114660	04/18/23	Accounts Payable	BOOT BARN	200.00
NBAZ - Warrant Clearing Account	Check	1114661	04/18/23	Accounts Payable	BRAD HALL & ASSOCIATES INC	30,279.33
NBAZ - Warrant Clearing Account	Check	1114662	04/18/23	Accounts Payable	NATASHA BRADBURN	82.92
NBAZ - Warrant Clearing Account	Check	1114663	04/18/23	Accounts Payable	BREWER LAW OFFICE PLLC	8,500.00
NBAZ - Warrant Clearing Account	Check	1114664	04/18/23	Accounts Payable	JOSEPH DARRON BRODERICK	300.00
NBAZ - Warrant Clearing Account	Check	1114665	04/18/23	Accounts Payable	BAUER K BROWN	1,049.16
NBAZ - Warrant Clearing Account	Check	1114666	04/18/23	Accounts Payable	BUTLER'S OFFICE EQUIPMENT & SUPPLY INC	19.66
NBAZ - Warrant Clearing Account	Check	1114667	04/18/23	Accounts Payable	C&I SHOW HARDWARE & SECURITY SYSTEMS INC	376.57
NBAZ - Warrant Clearing Account	Check	1114668	04/18/23	Accounts Payable	CBT NUGGETS LLC	1,307.02
NBAZ - Warrant Clearing Account	Check	1114669	04/18/23	Accounts Payable	CELLULAR ONE NE AZ	67.81
NBAZ - Warrant Clearing Account	Check	1114670	04/18/23	Accounts Payable	ALBERT N CLARK	2,386.99

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1114671	04/18/23	Accounts Payable	STEPHENIE M CLARK	514.00
NBAZ - Warrant Clearing Account	Check	1114672	04/18/23	Accounts Payable	CORRECTCARE INTEGRATED HEALTH INC	216.00
NBAZ - Warrant Clearing Account	Check	1114673	04/18/23	Accounts Payable	COURTYARD BY MARIOTT WRIGHTLEVILLE WEST	151.98
NBAZ - Warrant Clearing Account	Check	1114674	04/18/23	Accounts Payable	DASH MEDICAL GLOVES INC	192.70
NBAZ - Warrant Clearing Account	Check	1114675	04/18/23	Accounts Payable	DELL COMPUTER CORPORATION	10,451.63
NBAZ - Warrant Clearing Account	Check	1114676	04/18/23	Accounts Payable	DEMCO INC	303.03
NBAZ - Warrant Clearing Account	Check	1114677	04/18/23	Accounts Payable	DIAMOND C FEEDS	191.97
NBAZ - Warrant Clearing Account	Check	1114678	04/18/23	Accounts Payable	CECILIA DIAZ	98.65
NBAZ - Warrant Clearing Account	Check	1114679	04/18/23	Accounts Payable	DISH NETWORK	222.83
NBAZ - Warrant Clearing Account	Check	1114680	04/18/23	Accounts Payable	DISH NETWORK	25.63
NBAZ - Warrant Clearing Account	Check	1114681	04/18/23	Accounts Payable	ROBIN L DUGAN	86.00
NBAZ - Warrant Clearing Account	Check	1114682	04/18/23	Accounts Payable	FELIPA A EARL	12.34
NBAZ - Warrant Clearing Account	Check	1114683	04/18/23	Accounts Payable	DYLLIN RICK ELLINGTON	2,386.99
NBAZ - Warrant Clearing Account	Check	1114684	04/18/23	Accounts Payable	JULIUS ELWOOD	59.00
NBAZ - Warrant Clearing Account	Check	1114685	04/18/23	Accounts Payable	EMPIRE MACHINERY	6,620.44
NBAZ - Warrant Clearing Account	Check	1114686	04/18/23	Accounts Payable	EPIC MOTORSPORTS CORP	15,082.83
NBAZ - Warrant Clearing Account	Check	1114687	04/18/23	Accounts Payable	FLEET PRIDE	902.08
NBAZ - Warrant Clearing Account	Check	1114688	04/18/23	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	73.57
NBAZ - Warrant Clearing Account	Check	1114689	04/18/23	Accounts Payable	FRANK'S SUPPLY COMPANY INC	505.82
NBAZ - Warrant Clearing Account	Check	1114690	04/18/23	Accounts Payable	GABRIEL FREELAND	115.78
NBAZ - Warrant Clearing Account	Check	1114691	04/18/23	Accounts Payable	FRONTIER	217.14
NBAZ - Warrant Clearing Account	Check	1114692	04/18/23	Accounts Payable	FRONTIER	1,460.42
NBAZ - Warrant Clearing Account	Check	1114693	04/18/23	Accounts Payable	FRONTIER	479.46
NBAZ - Warrant Clearing Account	Check	1114694	04/18/23	Accounts Payable	GALLUP INDEPENDENT	87.09
NBAZ - Warrant Clearing Account	Check	1114695	04/18/23	Accounts Payable	RUBEN C GARCIA JR.	300.00
NBAZ - Warrant Clearing Account	Check	1114696	04/18/23	Accounts Payable	SAMUEL TODD GARDNER	300.00
NBAZ - Warrant Clearing Account	Check	1114697	04/18/23	Accounts Payable	GK INVESTIGATIONS	356.00
NBAZ - Warrant Clearing Account	Check	1114698	04/18/23	Accounts Payable	BARBARA J GOMEZ	199.00
NBAZ - Warrant Clearing Account	Check	1114699	04/18/23	Accounts Payable	DARYL GREER	169.37
NBAZ - Warrant Clearing Account	Check	1114700	04/18/23	Accounts Payable	GREER COMMUNITY FACILITIES	935.54
NBAZ - Warrant Clearing Account	Check	1114701	04/18/23	Accounts Payable	ERIC K GULLICKSEN	47.98
NBAZ - Warrant Clearing Account	Check	1114702	04/18/23	Accounts Payable	HAMBLIN LAW OFFICE PLC	8,500.00
NBAZ - Warrant Clearing Account	Check	1114703	04/18/23	Accounts Payable	HARRIS, REBEKAH	320.00
NBAZ - Warrant Clearing Account	Check	1114704	04/18/23	Accounts Payable	HIGH COUNTRY PROPANE	2,032.18
NBAZ - Warrant Clearing Account	Check	1114705	04/18/23	Accounts Payable	HILL AZ GROCERY STORE	8.92
NBAZ - Warrant Clearing Account	Check	1114706	04/18/23	Accounts Payable	HILL AZ GROCERY STORE	330.61
NBAZ - Warrant Clearing Account	Check	1114707	04/18/23	Accounts Payable	HILLIYARD/FLAGSTAFF	1,288.71
NBAZ - Warrant Clearing Account	Check	1114708	04/18/23	Accounts Payable	HOME DEPOT	213.24
NBAZ - Warrant Clearing Account	Check	1114709	04/18/23	Accounts Payable	LETA HONNIE	799.91
NBAZ - Warrant Clearing Account	Check	1114710	04/18/23	Accounts Payable	HORNE AUTO CENTER INC	657.54
NBAZ - Warrant Clearing Account	Check	1114711	04/18/23	Accounts Payable	INGRAM LIBRARY SERVICES	7,162.02
NBAZ - Warrant Clearing Account	Check	1114712	04/18/23	Accounts Payable	KAPRIS SHOVAN JAMES	300.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1114713	04/18/23	Accounts Payable	STEPHEN W KIZER	300.00
NBAZ - Warrant Clearing Account	Check	1114714	04/18/23	Accounts Payable	KUBL GROUP LLC	14,800.00
NBAZ - Warrant Clearing Account	Check	1114715	04/18/23	Accounts Payable	LANGUAGE LINE SERVICES INC	128.42
NBAZ - Warrant Clearing Account	Check	1114716	04/18/23	Accounts Payable	MICHAEL LATHAM	231.24
NBAZ - Warrant Clearing Account	Check	1114717	04/18/23	Accounts Payable	LAW OFFICE OF HUNTER T LEWIS	1,008.00
NBAZ - Warrant Clearing Account	Check	1114718	04/18/23	Accounts Payable	LAW OFFICE OF MICHAEL S PENROD PLC	7,608.00
NBAZ - Warrant Clearing Account	Check	1114719	04/18/23	Accounts Payable	LAWSON PRODUCTS INC	963.73
NBAZ - Warrant Clearing Account	Check	1114720	04/18/23	Accounts Payable	LOWES #24	144.67
NBAZ - Warrant Clearing Account	Check	1114721	04/18/23	Accounts Payable	LOWES COMPANIES INC	133.91
NBAZ - Warrant Clearing Account	Check	1114722	04/18/23	Accounts Payable	LSQ GROUP HOLDINGS LLC	3,471.86
NBAZ - Warrant Clearing Account	Check	1114723	04/18/23	Accounts Payable	CHRIS MCCARTHY	1,254.06
NBAZ - Warrant Clearing Account	Check	1114724	04/18/23	Accounts Payable	MISSION UNIFORM & LINEN	137.04
NBAZ - Warrant Clearing Account	Check	1114725	04/18/23	Accounts Payable	LEHI MONTIERTH	300.00
NBAZ - Warrant Clearing Account	Check	1114726	04/18/23	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	3,824.02
NBAZ - Warrant Clearing Account	Check	1114727	04/18/23	Accounts Payable	NAPA	256.07
NBAZ - Warrant Clearing Account	Check	1114728	04/18/23	Accounts Payable	NATIONAL INSTITUTE FOR JAIL OPERATIONS	365.00
NBAZ - Warrant Clearing Account	Check	1114729	04/18/23	Accounts Payable	NAVAJO SANITATION INC	461.10
NBAZ - Warrant Clearing Account	Check	1114730	04/18/23	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	214.12
NBAZ - Warrant Clearing Account	Check	1114731	04/18/23	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	5,785.82
NBAZ - Warrant Clearing Account	Check	1114732	04/18/23	Accounts Payable	NAVAJO WESTERNERS	29.66
NBAZ - Warrant Clearing Account	Check	1114733	04/18/23	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	2,383.49
NBAZ - Warrant Clearing Account	Check	1114734	04/18/23	Accounts Payable	NORTH WEST NEW MEXICO REGIONAL SOLID WASTE AUTHORI	35.88
NBAZ - Warrant Clearing Account	Check	1114735	04/18/23	Accounts Payable	O'REILLY AUTO PARTS	1,650.01
NBAZ - Warrant Clearing Account	Check	1114736	04/18/23	Accounts Payable	OFFICE DEPOT	1,465.20
NBAZ - Warrant Clearing Account	Check	1114737	04/18/23	Accounts Payable	OMEGA INDUSTRIAL SUPPLY	838.89
NBAZ - Warrant Clearing Account	Check	1114738	04/18/23	Accounts Payable	OVERDRIVE INC	2,450.30
NBAZ - Warrant Clearing Account	Check	1114739	04/18/23	Accounts Payable	PACIFIC PONDEROSA CO INC	12,931.63
NBAZ - Warrant Clearing Account	Check	1114740	04/18/23	Accounts Payable	RYAN N PATTERSON	413.41
NBAZ - Warrant Clearing Account	Check	1114741	04/18/23	Accounts Payable	RYAN N PATTERSON	57.63
NBAZ - Warrant Clearing Account	Check	1114742	04/18/23	Accounts Payable	PIMA COUNTY MEDICAL	2,500.00
NBAZ - Warrant Clearing Account	Check	1114743	04/18/23	Accounts Payable	PREMIUM PROPANE LLC	753.66
NBAZ - Warrant Clearing Account	Check	1114744	04/18/23	Accounts Payable	JOSELYN C PRIETO	102.00
NBAZ - Warrant Clearing Account	Check	1114745	04/18/23	Accounts Payable	PROFESSIONAL DEVELOPMENT PROFESSIONAL DEVELOPMENT ACADEMY LLC	500.00
NBAZ - Warrant Clearing Account	Check	1114746	04/18/23	Accounts Payable	QUILL CORP	2,198.30
NBAZ - Warrant Clearing Account	Check	1114747	04/18/23	Accounts Payable	RAELENNE RABAN	224.08
NBAZ - Warrant Clearing Account	Check	1114748	04/18/23	Accounts Payable	RHINEHART OIL CO	14,182.82
NBAZ - Warrant Clearing Account	Check	1114749	04/18/23	Accounts Payable	RICOH USA INC	334.07
NBAZ - Warrant Clearing Account	Check	1114750	04/18/23	Accounts Payable	RIGG LAW FIRM PLLC	216.00
NBAZ - Warrant Clearing Account	Check	1114751	04/18/23	Accounts Payable	ALVIN ROAN	600.00
NBAZ - Warrant Clearing Account	Check	1114752	04/18/23	Accounts Payable	JODI H ROTHSBERGER	400.00
NBAZ - Warrant Clearing Account	Check	1114753	04/18/23	Accounts Payable	RUSH TRUCK CENTER	605.47
NBAZ - Warrant Clearing Account	Check	1114754	04/18/23	Accounts Payable	SAFETY KLEEN	131.63

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1114755	04/18/23	Accounts Payable	SAFEWAY INC	54.08
NBAZ - Warrant Clearing Account	Check	1114756	04/18/23	Accounts Payable	SANDERS UNIFIED SCHOOL DISTRICT	350.00
NBAZ - Warrant Clearing Account	Check	1114757	04/18/23	Accounts Payable	SATURDAY CONSULTING PLLC	2,625.00
NBAZ - Warrant Clearing Account	Check	1114758	04/18/23	Accounts Payable	SECURUS TECHNOLOGIES INC	1,140.50
NBAZ - Warrant Clearing Account	Check	1114759	04/18/23	Accounts Payable	ALTON JOE SHEPHERD	35.97
NBAZ - Warrant Clearing Account	Check	1114760	04/18/23	Accounts Payable	SHI INTERNATIONAL CORP	2,265.72
NBAZ - Warrant Clearing Account	Check	1114761	04/18/23	Accounts Payable	SHOW LOW FORD INC	119.03
NBAZ - Warrant Clearing Account	Check	1114762	04/18/23	Accounts Payable	SIERRA PROPANE	1,478.55
NBAZ - Warrant Clearing Account	Check	1114763	04/18/23	Accounts Payable	SITECH SOUTHWEST LLC	64,005.24
NBAZ - Warrant Clearing Account	Check	1114764	04/18/23	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	7,048.16
NBAZ - Warrant Clearing Account	Check	1114765	04/18/23	Accounts Payable	JEFF SODERQUIST	106.00
NBAZ - Warrant Clearing Account	Check	1114766	04/18/23	Accounts Payable	SOUTH FORK PROPERT LLP	4,500.00
NBAZ - Warrant Clearing Account	Check	1114767	04/18/23	Accounts Payable	SPARKLETT'S WATER	455.16
NBAZ - Warrant Clearing Account	Check	1114768	04/18/23	Accounts Payable	ST JOHNS CTTY	57.52
NBAZ - Warrant Clearing Account	Check	1114769	04/18/23	Accounts Payable	ST JOHNS EMERGENCY SERVICES	1,306.28
NBAZ - Warrant Clearing Account	Check	1114770	04/18/23	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	165.41
NBAZ - Warrant Clearing Account	Check	1114771	04/18/23	Accounts Payable	CHERYL STRADLING	300.00
NBAZ - Warrant Clearing Account	Check	1114772	04/18/23	Accounts Payable	SUMMIT HEALTHCARE MEDICAL ASSOCIATES	3,400.00
NBAZ - Warrant Clearing Account	Check	1114773	04/18/23	Accounts Payable	ROBERT TAHE	450.00
NBAZ - Warrant Clearing Account	Check	1114774	04/18/23	Accounts Payable	THE LIBRARY STORE INC	202.00
NBAZ - Warrant Clearing Account	Check	1114775	04/18/23	Accounts Payable	THE POUR STATION	121.44
NBAZ - Warrant Clearing Account	Check	1114776	04/18/23	Accounts Payable	HARPER COLLIN TIPPT	300.00
NBAZ - Warrant Clearing Account	Check	1114777	04/18/23	Accounts Payable	TRANSMUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	81.83
NBAZ - Warrant Clearing Account	Check	1114778	04/18/23	Accounts Payable	TREAD MASTERS TIRE & LUBE	7,280.80
NBAZ - Warrant Clearing Account	Check	1114779	04/18/23	Accounts Payable	TRIPLE R FUELS	369.63
NBAZ - Warrant Clearing Account	Check	1114780	04/18/23	Accounts Payable	TRUCKNTOW COM INC	572.92
NBAZ - Warrant Clearing Account	Check	1114781	04/18/23	Accounts Payable	MARLENE A TSOSIE	799.91
NBAZ - Warrant Clearing Account	Check	1114782	04/18/23	Accounts Payable	UMB Bank N.A	1,000.00
NBAZ - Warrant Clearing Account	Check	1114783	04/18/23	Accounts Payable	UNIFIRST CORPORATION	75.52
NBAZ - Warrant Clearing Account	Check	1114784	04/18/23	Accounts Payable	VALLEY AUTO PARTS	150.92
NBAZ - Warrant Clearing Account	Check	1114785	04/18/23	Accounts Payable	VERIZON WIRELESS	902.37
NBAZ - Warrant Clearing Account	Check	1114786	04/18/23	Accounts Payable	WAGNER EQUIPMENT CO	155.19
NBAZ - Warrant Clearing Account	Check	1114787	04/18/23	Accounts Payable	CHRISTINE WAUNNEKA	82.15
NBAZ - Warrant Clearing Account	Check	1114788	04/18/23	Accounts Payable	ALICE JO WEBB	79.74
NBAZ - Warrant Clearing Account	Check	1114789	04/18/23	Accounts Payable	WESTERN DRUG COMPANY	10.00
NBAZ - Warrant Clearing Account	Check	1114790	04/18/23	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	244.56
NBAZ - Warrant Clearing Account	Check	1114791	04/18/23	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	1,956.61
NBAZ - Warrant Clearing Account	Check	1114792	04/18/23	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	221.84
NBAZ - Warrant Clearing Account	Check	1114793	04/18/23	Accounts Payable	XEROX CORP	127.08
NBAZ - Warrant Clearing Account	Check	1114794	04/18/23	Accounts Payable	IVAN D ZHELEV	300.00
NBAZ - Warrant Clearing Account	Check	1114795	04/19/23	Accounts Payable	KTNN RADIO STATION	1,696.00
NBAZ - Warrant Clearing Account	Check	1114796	04/19/23	Accounts Payable	RYAN N PATTERSON	206.33

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
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NBAZ - Warrant Clearing Account	Check	1114797	04/20/23	Accounts Payable	GENEVA LJACKSON	1,089.73
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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:

Request approval of minutes dated April 4, 2023. *April 24, 2023*

BOS Meeting Date Requested 5/2/23

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING

April 4, 2023
Ganado, Arizona

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

Chairman Shepherd called to order the Board of Supervisors meeting at 8:30 a.m. at the Ganado Road Yard Conference Room, Highway 264, Mile Marker 446.8 in Ganado, Arizona and welcomed all in attendance.

Ferrin Crosby gave the invocation.

Chris Padilla led the Pledge of Allegiance.

Chairman Shepherd called for the Library District items.

Keirsten Nielsen, Assistant Library Director, requested approval to accept two anonymous donations in the amount of \$1,500 each to the Alpine Public Library and the Round Valley Public Library, for a total of \$3,000. **Mr. Davis moved approval, seconded by Mr. Shirley.** Vote was unanimous.

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

Chairman Shepherd called for the regular agenda items.

Mike Hauser, Apache County 4-H: provided an update on University of Arizona-Apache County Cooperative Extension annual report on upcoming activities and recent accomplishments. No action was needed or taken.

Mr. Patterson presented the Consent Agenda items A-L. **Mr. Shirley moved approval, seconded by Mr. Davis.** County Manager/Clerk of the Board: A. Request approval of demands as distributed to the Apache County Board of Supervisors between March 7, 2023, to April 4, 2023. Payee Amount 4IMPRINT 2,776.48 ALLEGRA 3,025.94 AMAZON CAPITAL SERVICES INC 9,249.39 BAUMAN HOME AND AUTO INC 1,198.90 MARLEITA BEGAY 1,523.54 BRAD HALL & ASSOCIATES INC 23,054.92 John Lucas COMMUNITY BROADBAND ADVOCATES LLC 22,846.83 CONSOLIDATED ELECTRICAL DISTRIBUTORS 2,744.96 EMPIRE MACHINERY 3,850.92 FLEET PRIDE 4,216.97 FRONTIER 1,351.42 HD DIESEL LLC 6,875.00 JURY SYSTEMS INCORPORATED 1,500.00 MARDIAN CONCRETE PUMPING CO 1,544.40 MUTUALINK INC 250,000.00 NAVAJO TRIBAL UTILITY AUTHORITY 7,800.61 NORTHLAND PIONEER COLLEGE 7,507.36 PCLIQUIDATIONS.COM 1,318.58 PREMIUM PROPANE LLC 4,683.32 QUILL CORP 1,951.49 RHINEHART OIL CO 10,752.70 SAFELITE AUTO GLASS 1,557.48

SECURUS TECHNOLOGIES INC 1,809.98 SHI INTERNATIONAL CORP 2,086.99 SITECH
SOUTHWEST LLC 20,988.54 SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT
2,957.33 ST JOHNS EMERGENCY SERVICES 7,587.15 CRAIG TSOSIE 1,126.70
REDACTED 2,511.15 VERIZON WIRELESS 2,369.45 WAGNER EQUIPMENT CO 2,547.40
WHITE MOUNTAIN REGIONAL MEDICAL CENTER 5,418.41 JAY YELLOWHORSE
2,486.47 APACHE COUNTY HSA 4,459.39 APACHE COUNTY MEDICAL 174,567.07
APACHE COUNTY TAX WITHHOLDING 168,364.06 ASRS LEGACY EORP 10,075.98 AZ
STATE RETIREMENT SYSTEM 133,488.10 COLONIAL LIFE AND ACCIDENT INS
1,088.67 CORRECTIONS OFFICER RET PLAN 12,040.67 CORRECTIONS OFFICER
RETIREMENT PLAN 520 1,683.33 EORP LEGACY 2,777.35 NATIONWIDE 3,387.98
NATIONWIDE TRUST FSB 2,892.57 PUBLIC SAFETY PERSONNEL 401 14,035.08
PUBLIC SAFETY SHERIFF RET 11,603.56 SUPPORT PAYMENT CLEARINGHOUSE
1,312.82 PITNEY BOWES 3,071.61 A TOW TO THE RESCUE & RECOVERY 1,006.30
ADVANCED AIR SYSTEMS LLC 9,916.00 ALLEGRA 2,646.93 AMAZON CAPITAL
SERVICES INC 7,081.73 AMIGO CHRYSLER DODGE JEEP RAM 4,720.36 ARIZONA
SHERIFF'S ASSOCIATION 2,500.00 AZ COUNTIES INSURANCE POOL 8,218.88 AZ
DEPT OF PUBLIC SAFETY 3,105.00 AZ DEPT OF RISK MANAGEMENT 1,617.57
AZLGBT 357,504.80 B&R TRUCKING 7,752.14 BAUMAN HOME AND AUTO INC
2,155.03 BRAD HALL & ASSOCIATES INC 26,800.00 CENTRAL ARIZONA SUPPLY
3,509.86 CORDANT HEALTH SOLUTIONS 1,004.87 CREATIVE MULTIMEDIA INC
(CMI) 4,023.75 CREATIVE MULTIMEDIA INC (CMI) 10,258.75 FRONTIER 4,318.57
HIGH COUNTRY PROPANE 1,990.35 INGRAM LIBRARY SERVICES 4,734.63 TYRON
JENSEN 1,065.22 KB WELDING INC 8,937.88 MCCOOK BOILER AND PUMP COMPANY
1,219.22 NAPA 1,721.37 NAVOPACHE ELECTRIC COOPERATIVE 2,550.88 NTUA
WIRELESS, LLC 5,220.02 OVERDRIVE INC 1,527.18 PERFECT PRINTZ LLC 3,138.73
QUALITY CARQUEST 1,057.22 QUILL CORP 1,972.43 RHINEHART OIL CO 14,623.63
KODY RICHARDSON 1,019.42 SALT RIVER PROJECT - SRP - MARS 1,091.00 SECURUS
TECHNOLOGIES INC 3,309.92 SHI INTERNATIONAL CORP 3,750.64 THE AARONS
COMPANY LLC 3,000.00 THE ARIZONA PARTNERSHIP FOR IMMUNIZATION 1,917.62
TUMBLEWEED PRESS INC 3,000.00 TYLER TECHNOLOGIES INC 4,338.18 UNITED
INFORMATION SERVICES 16,513.22 VERIZON WIRELESS 5,763.61 WRIGHT EXPRESS
FSC WEX 3,266.58 YAVAPAI COUNTY GOVERNMENT 12,500.00 NATIONAL BANK
18,232.41 NATIONAL BANK OF ARIZONA 1389 2,912.12 NATIONAL BANK OF
ARIZONA 0285 1,984.90 APACHE COUNTY HSA 4,459.39 APACHE COUNTY MEDICAL
175,250.28 APACHE COUNTY TAX WITHHOLDING 164,906.94 ASRS LEGACY EORP
10,075.98 AZ STATE RETIREMENT SYSTEM 129,290.05 COLONIAL LIFE AND
ACCIDENT INS 1,139.10 CORRECTIONS OFFICER RET PLAN 11,995.08 CORRECTIONS
OFFICER RETIREMENT PLAN 520 1,602.21 EORP LEGACY 2,777.35 NATIONWIDE
3,228.22 NATIONWIDE TRUST FSB 2,892.57 PUBLIC SAFETY PERSONNEL 401
14,035.08 PUBLIC SAFETY SHERIFF RET 11,320.66 SUPPORT PAYMENT
CLEARINGHOUSE 1,312.82 ALSCO INC 1,095.93 AMAZON CAPITAL SERVICES INC
8,817.86 AMERIGAS - GALLUP 1,550.73 AT&T MOBILITY LLC (FIRSTNET) 79,001.21
AZ DEPT OF HEALTH SERVICES 1,140.00 AZ SUPREME COURT 22,883.70 AZ
SUPREME COURT 1,211.49 AZ SUPREME COURT 3,499.86 AZ SUPREME COURT
2,826.81 BAUMAN HOME AND AUTO INC (CARQUEST) 1,106.80 BREWER LAW
OFFICE PLLC 8,500.00 CENTRAL ARIZONA SUPPLY 1,206.29 CHAMPION FORD

1,124.79 ANDREW DANNAR (HIS & HER JUNK REMOVAL & CLEANING) 5,200.00
DELL COMPUTER CORPORATION 1,968.02 EMPIRE MACHINERY 5,680.07 EPIC
MOTORSPORTS CORP 1,979.98 FILEONQ INC 4,396.26 FUTURE TIRE 11,302.41 GALL'S
INC 1,997.26 GOLIGHTLY TIRE 1,348.12 HAMBLIN LAW OFFICE PLC 8,500.00 KLINT
HEAP 1,354.00 HIGH COUNTRY PROPANE 2,196.23 HILLYARD/FLAGSTAFF 3,958.57
INGRAM LIBRARY SERVICES 1,025.27 KB WELDING INC 1,562.48 LAW OFFICE OF
MICHAEL S PENROD PLC 7,040.00 LESUEUR ADVANCE AUTOMOTIVE LLC 2,446.17
MOVIE LICENSING USA (SWANK) 2,089.00 NAVAJO TRIBAL UTILITY AUTHORITY
6,487.03 NAVOPACHE ELECTRIC COOPERATIVE 12,526.84 O'REILLY AUTO PARTS
1,739.39 PALMER INVESTIGATIVE SERVICES 2,544.93 DANA BRYCE PATTERSON
8,500.00 PITNEY BOWES RESERVE ACCOUNT 5,000.00 PREMIUM PROPANE LLC
5,079.50 QUILL CORP 1,532.83 R JOHN R JOHN LEE ATTORNEY AT LAW 8,500.00
RHINEHART OIL CO 23,029.32 SECURUS TECHNOLOGIES INC 1,643.21 SHI
INTERNATIONAL CORP 5,925.47 SPEEDY SALES AND SERVICE 14,479.49 ST JOHNS
CITY 1,115.53 STANTEC CONSULTING SERVICES 5,596.18 SUMMIT HEALTHCARE
MEDICAL ASSOCIATES 3,400.00 THOMSON REUTERS WEST 1,300.96 TREAD
MASTERS TIRE & LUBE 1,151.14 TRINITY SERVICES GROUP INC 17,484.18 TYLER
TECHNOLOGIES INC 9,970.00 SAMUEL A WOOD 1,177.06 YAZZIE'S AUTO PARTS INC
2,134.78 JAY YELLOWHORSE 3,044.25 ABEITA GLASS CO 1,484.00 ADVANCED
CORRECTIONAL HEALTHCARE INC 84,926.06 AMAZON CAPITAL SERVICES INC
11,156.13 AMIGO CHRYSLER DODGE JEEP RAM 2,590.40 AZ SUPREME COURT
1,634.16 BLUE KNIGHT SECURITY LLC 3,925.00 BOOT BARN 1,551.23 CDW
GOVERNMENT LLC 108,858.68 CENGAGE LEARNING INC 4,677.05 EMPIRE
MACHINERY 54,948.14 FERRELLGAS 3,624.34 FRONTIER 1,896.73 FRONTIER 1,357.74
FUTURE TIRE 1,003.39 HIGH COUNTRY PROPANE 2,066.94 MCCOOK BOILER AND
PUMP COMPANY 3,148.75 NAVAJO TRIBAL UTILITY AUTHORITY 10,015.09
NAVOPACHE ELECTRIC COOPERATIVE 16,879.18 PACIFIC PONDEROSA CO INC
40,648.62 PIMA COUNTY MEDICAL 2,500.00 PINAL COUNTY ARIZONA 19,432.00
PREMIUM PROPANE LLC 2,088.72 PRO PETROLEUM 25,547.67 QUALITY CARQUEST
2,444.44 QUILL CORP 5,620.36 SANDERSON FORD INC 78,566.59 SECURUS
TECHNOLOGIES INC 1,401.97 SHI INTERNATIONAL CORP 7,015.33 SIERRA
PROPANE 3,936.50 THE UNIVERSITY OF ARIZONA 7,500.00 VERIZON WIRELESS
2,836.05 WHITE MOUNTAIN COMMUNICATIONS 4,037.93 SAMUEL TODD GARDNER
1,490.66 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 7, 2023. C. Request approval of a resolution authorizing the
renewal of Apache County's membership in the Arizona Local Government Employee Benefit
Trust and appointment of trustees to serve during the renewal period.

RESOLUTION NO. 2023-07
AUTHORIZING RENEWAL OF APACHE COUNTY'S MEMBERSHIP
IN THE ARIZONA LOCAL GOVERNMENT EMPLOYEE BENEFIT TRUST AND
APPOINTING TRUSTEES TO SERVE DURING THE RENEWAL PERIOD

WHEREAS, Apache County ("the County") is currently a Participating Entity in the Arizona
Local Government Employee Benefit Trust ("the Trust"); and

WHEREAS, the County's current term of membership as a Participating Entity shall expire on June 30, 2023; and

WHEREAS, Section 14.02 of the Trust's Intergovernmental Agreement and Declaration of Trust, designates a 3-year Membership Renewal Period for Participating Entities wishing to renew membership in the Trust; and

WHEREAS, renewal of a Participating Entity's membership in the Trust requires approval by the Trust's Board of Trustees (the "Trust Board") prior to the proposed effective date of such renewal; and

WHEREAS, the County requested that their membership be renewed and such approval was granted at the meeting of the Trust Board held on March 3, 2023; and

WHEREAS, once Trust Board approval is received, the Participating Entity is required to approve a Membership Renewal Resolution authorizing the Participating Entity's membership for the designated Renewal Period; and

WHEREAS, the County's Board of Supervisors ("the Board of Supervisors") must appoint a Trustee and Alternate Trustee to serve as the County's representatives on the Trust Board as of the effective date of the Renewal Period and until the appointment of a duly-qualified successor; and

WHEREAS, renewal of the County's membership in the Trust will serve the interests of the County and its employees.

NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:

1. The Board of Supervisors hereby authorizes the renewal of the County's membership in the Trust for the period commencing July 1, 2023 and terminating on June 30, 2026; and
2. The Board of Supervisors hereby appoints the following Trustees to serve on the Board of Directors of the Arizona Local Government Employee Benefit Trust from July 01, 2023 until the appointment of a duly-qualified successor:

Trustee: County Manager
Alternate Trustee: Human Resources Director

APPROVED AND ADOPTED this 4th day of April, 2023.

/s/ Alton Joe Shepherd
Chairman, Board of Supervisors

ATTEST:

/s/ Ryan N. Patterson
Clerk of the Board

APPROVED AS TO FORM:

/s/ Michael Whiting
County Attorney

D. Request approval of a resolution designating the month of April as National County Government Month and recognize this year's theme as "Counties Rise!"

Celebrating April 2023 as
National County Government Month
Resolution 2023-05

WHEREAS, counties are one of America's oldest forms of government, dating back to 1634 when the first county governments (shires) were established in Virginia; and

WHEREAS, the nation's 3,069 counties serve more than 330 million Americans with essential services to create healthy, vibrant and safe communities; and celebrating this year's National Association of Counties theme of "Counties Rise" to spotlight the vital role counties play; and

WHEREAS, Apache County and all counties take pride in our responsibility to protect and enhance the approximately 72,000 residents Apache County serves to provide essential services in efficient and cost effective ways; and

WHEREAS, Apache County employees work diligently and with commitment to innovation and creativity to: build infrastructure, maintain roads, provide land use and economic development policies, maintain public safety, provide healthcare, administer justice, keep communities safe, run clean elections, among many other public service functions of our organization; and

WHEREAS, Apache County takes pride in our responsibility to protect and enhance the health, welfare and safety of its wide diversity of people, culture, and landscape in cost-effective ways; and

WHEREAS, each year since 1991 the National Association of Counties has encouraged counties across the country to elevate awareness of county responsibilities and in recognition of the leadership, innovation and valuable service provided by Apache County and its employees;

THEREFORE, be it resolved that in the spirit of encouraging all citizens and organizations to recognize the important role and contributions of Apache County and its employees who work in public service, we do hereby recognize and celebrate April, 2023 as "Counties Rise" National County Government Month.

Signed this 4th day of April 2023.

/s/ Alton Joe Shepherd
Chairman of the Board

ATTEST:

/s/ Ryan N. Patterson
Clerk of the Board

E. Request approval of the adoption of a proclamation and resolution declaring April as Fair Housing Month in Apache County.

FAIR HOUSING RESOLUTION 2023-06

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 Board of Supervisors of Apache County hereby wish all persons living, working, doing business in or traveling through Apache 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 the County of Apache 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 the County of Apache 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 the County of Apache 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 the County of Apache shall undertake the following actions to additionally "affirmatively further fair housing:"

Post this Resolution in Apache County Community Buildings.

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

PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF APACHE COUNTY ON THIS 4TH DAY OF APRIL, 2023.

/s/ Alton Joe Shepherd
Chairman of the Board of Supervisors

ATTEST:

/s/ Ryan N. Patterson
Clerk of the Board

APPROVED AS TO FORM:

/s/ Michael Whiting
County Attorney

F. Request approval of an application and resolution to accept Gila River grant funds on behalf of the Vernon Fire District.

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY,
ARIZONA, ACCEPTING GRANT MONEY FROM GILA RIVER INDIAN
COMMUNITY FOR PURCHASE OF EQUIPMENT IF GRANT IS OFFERED.
2023-08**

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

WHEREAS, Vernon Fire District wishes to apply for a \$450,000.00 grant to procure a Water Tender with the Gila River Indian Community and;

WHEREAS, As required by the application process Vernon Fire District is requesting a signature of acknowledgement (item 6) on the submission of the Gila River Indian Community grant application cover sheet and;

WHEREAS, if Gila River Indian Community makes a favorable recommendation to grant Vernon Fire District **\$450,000.00** that the Apache County Board of Supervisors accept these monies on behalf of Vernon Fire District.

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

That we sign item 6 acknowledgement of submission on the Gila River Indian Community grant application cover sheet and if Gila River Indian Community makes a favorable recommendation to grant Vernon Fire District \$450,000.00 that the Apache County Board of Supervisors accept these monies on behalf of Vernon Fire District.

Passed and Adopted by the Board of Supervisors of Apache County this 4th day of April, 2023.

/s/ Alton Joe Shepherd
Chairman of the Board

ATTEST:
/s/ Ryan N. Patterson
Clerk of the Board

G. Request approval to amend Section 1.7 of the Apache County Human Resources Policy Manual, to increase the relocation reimbursement allowance to \$1,000. H. Request approval to adopt the Professional Recruitment Reimbursement Policy. I. District II: Request approval to hire a Field Operations Manager (Range 52) within the salary range. School Superintendent's Office: J. Request approval for the Red Mesa School District to levy for a cash deficit in accordance with A.R.S. §15-992(F)(10). Community Development: K. Request approval of a conditional use permit allowing TowerCom Verizon to construct a Wireless Communication facility and install a 100' MonoPine tower with an associated ground 50' x 50' equipment compound. The proposed tower will be disguised as a pine tree and designed to support additional commercial wireless tenants. and public safety entities. Property is located at 42572 S. US 180 in Alpine, AZ 85920 - A.P.N. 101-10-003. The Planning & Zoning Commission unanimously recommended approval on March 2, 2023. County Attorney's Office: L. Request approval to adopt a Professional Intern Housing Reimbursement Policy. Vote was unanimous on Consent Agenda items A-L.

Mr. Patterson, on behalf of Superior Court, requested approval of the Memorandum of Understanding between the U.S. District Court of Arizona and Apache County – North Star Justice Court (Chinle Courtroom). The agreement is effective March 1, 2023 to February 29, 2024. **Mr. Davis moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Lance Pearce, St. Johns Constable, requested approval to accept a grant in the amount of \$6,593 from the Constable Ethics, Standards and Training Board for the purpose of purchasing updated body armor for all three constables in each justice court precinct. Constable Pearce stated there are no matching funds required or additional cost to the County. **Mr. Shirley moved approval, seconded by Mr. Davis.** Vote was unanimous.

Jack Ingram, on behalf of the Sheriff's Office/Dispatch, requested approval to recognize the employees of the Apache County Sheriff's Office Dispatch Center and proclaim April 9th-15th, 2023, National Public Safety Telecommunications Week. The Board members expressed their appreciation for the dedicated service by the dispatchers **Mr. Shirley moved approval, seconded by Mr. Davis.** Vote was unanimous.

Proclamation
National Public Safety Telecommunicators Week
April 9-15, 2023

Whereas, emergencies can occur at any time that require law enforcement, fire or emergency medical services; and,

Whereas, when an emergency occurs the prompt response of sheriff deputies, police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

Whereas, the safety of our sheriff deputies, police officers and firefighters are dependent upon the quality and accuracy of information obtained from citizens who telephone the Apache County Sheriff's Office emergency communications center; and,

Whereas, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

Whereas, Public Safety Telecommunicators are the single vital link for our sheriff deputies, police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and,

Whereas, Public Safety Telecommunicators of the Apache County Sheriff's Office have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

Whereas, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

Therefore, Be It Resolved, that the Apache County Board of Supervisors declares the week of April 9 through 15, 2023, to be National Public Safety Telecommunicators Week in Apache County, in honor of the men and women whose diligence and professionalism keep our communities and citizens safe.

Signed this 4th day of April 2023.

/s/ Alton Joe Shepherd
Chairman of the Board

ATTEST:
/s/ Ryan N. Patterson
Clerk of the Board

Rosco Herrera, Chief Deputy Sheriff, requested approval to enter into an Intergovernmental Agreement with the Arizona Internet Crimes Against Children Task Force to provide funding on a reimbursable basis in the development of an effective response to cases involving images depicting the sexual exploitation of a minor, and sexual assault of children facilitated by technology. **Mr. Shirley moved approval, seconded by Mr. Davis.** Vote was unanimous.

Ferrin Crosby, County Engineer, requested approval to renew the yearly culvert agreement. **Mr. Shirley moved approval, seconded by Mr. Davis.** Vote was unanimous.

Ferrin Crosby, County Engineer, requested approval to amend the Intergovernmental Agreement between Arizona Department of Transportation and Apache County. This agreement will permit Apache County to receive Emergency Relief (ER) funds for repairs to County Route 3140 following the northern monsoon event of July 2021. Mr. Crosby stated matching funds of \$1,482 are required. **Mr. Davis moved approval, seconded by Mr. Shirley.** Vote was unanimous.

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

- The Eastern Arizona Counties Organization meeting on April 19, 2023, at 2:00 p.m. held at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- Small Counties Forum meeting on April 19, 2023, at 5:30 p.m. held at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- The County Supervisors Association (CSA) meeting on April 20, 2023, at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.

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

Chairman Shepherd stated on the 27th of April, his district would be hosting a National Counties Government celebration and invited all the staff and elected officials.

The Board recessed for 10 minutes prior to the work session.

Supervisor Davis was excused from the remainder of the meeting due to traveling to Phoenix.

Navajo Nation President Buu Nygren visited briefly with the Board of Supervisors, staff and visitors.

A work session was held to discuss the Fiscal Year 2023-2024 proposed budget followed by a presentation by the Navajo Nation Department of Transportation staff on a proposed collaboration with the County on a BIA road that is predominantly within District II boundaries. No action was taken.

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

Approved this 2nd day of May, 2023.

Alton Joe Shepherd
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING
April 24, 2023
St. Johns, Arizona

Present were, Vice Chairman Nelson Davis and Assistant Clerk of the Board, Beth Bond. Participating via the telephone was Chairman Alton Joe Shepherd, Supervisor Joe Shirley, Jr, County Manager/Clerk of the Board Ryan Patterson and Brian Hounshell, Emergency Management Director.

Chairman Shepherd called to order the Board of Supervisors meeting at 1:00 p.m. MST in the Board of Supervisors' chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona,

On behalf of Mr. Patterson, Beth Bond, Assistant Clerk of the Board requested approval to declare that an emergency exists that requires that the Board of Supervisors to meet without the 24-hour notice and directing the Clerk of the Board of Supervisors to provide required notice under the Open Meeting Law. **Mr. Shirley moved approval, seconded by Mr. Davis.** Vote was unanimous.

On behalf of Mr. Patterson, Beth Bond Assistant Clerk of the Board requested approval of a resolution declaring a State of Emergency regarding snow melt accumulation and residual mud that directs the administration to work with other state and federal agencies to protect Apache County within the Navajo Nation, people, property and animals and authorizes the use of county manpower, equipment, etc., as needed as well as authorizes the Chairman of the Board to issue any necessary proclamations concerning the snow melt and mud accumulation as provided in A.R.S. 26-311(B). **Mr. Shirley moved approval, seconded by Mr. Davis.** Vote was unanimous.

RESOLUTION 2023 -09
DECLARATION OF A STATE OF EMERGENCY

WHEREAS, it is the desire and duty of the Apache County Board of Supervisors to protect the health, safety and welfare of the citizens of Apache County;

WHEREAS, that due to the current snow melt accumulations, many Apache County citizens within the Chinle Wash on the Navajo Nation are stranded in their homes denying them access to food and medical assistance, endangering their lives and well being, threatening to damage their homes and property and endangering their livestock;

WHEREAS, many current roadways in Apache County are impassable due to the mud and water runoff and otherwise damaging the roadways that will strand many citizens of Apache County in their homes denying them access to food and medical assistance, endangering lives and wellbeing;

WHEREAS, the Apache County Board of Supervisors, pursuant to Arizona Revised Statutes Section 26-301 et seq. declares a State of Emergency to exist on private, state, federal and tribal lands;

BE IT FURTHER RESOLVED that Apache County will provide mutual aid to the affected areas in Apache County pursuant to its ordinances, emergency plans and intergovernmental agreements which shall include personnel, equipment and other available resources;

BE IT FURTHER RESOLVED, pursuant to Arizona Revised Statutes Section 26-311, the chairman of the Apache County Board of Supervisors is authorized to issue any proclamation necessary and permissible concerning the current snow melt and mud emergency declared by the resolution;

Approved this 24th day of April, 2023.

/s/ Alton Joe Shepherd
Chairman of the Board

ATTEST:
/s/ Ryan N. Patterson
Clerk of the Board

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

Approved this 2nd day of May, 2023.

Alton Joe Shepherd
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

Submitter's Name: [Signature] Emergency Management

Date/Signature: _____

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

Discussion and possible approval to appoint Ferrin Crosby as the Applicant Agent for DR-4620AZ. This will make Mr. Crosby the signatory on all projects for the July 2021 Flood event.

BOS Meeting Date: May 2, 2023

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature: [Signature]

Check if item does not require review

Finance Review: _____

Signature: [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 _____

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

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

Select program(s) Public Assistance HMA Mitigation Program SEC Mitigation
Select duration Until further notice Only Event 4620AZ From _____ to _____

Applicant: Apache County

CERTIFICATION

I, ALTON JOE SHEPHERD, duly appointed and Chairman of the Board of Supervisors of
(Authorizing Official's Name) (Title)

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

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

of Apache County on the 2 day of May, 2023
(Applicant) (day) (month) (year)

Ferrin Crosby has been designated as the Applicant's Agent
(Name of Designated Applicant's Agent)

to act on behalf of Apache County
(Applicant)

(Authorizing Official's Signature) Chairman of the Board of Supervisors 5/2/2023
(Title) (Date)

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

Designated Applicant's Agent

Name Ferrin Crosby

Title/Official Position Engineering Director

Full Mailing Address PO Box 238

Email Address fcrosby@co.apache.az.us

Daytime Telephone Number 928-337-7528 Cell 928-245-0930
(Please include area code and extension if not a direct number)

For DEMA Use Only

Received By: _____
(Initials & Date)

March 2020

Form #AZ PA 204-4

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

12/28/2015

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

Apache County Treasurer

Date/Signature: _____

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

Treasurer's office request for discussion and possible approval of a "Certificate of Removal and Abatement of Taxes" pursuant to ARS 42-18351(5). Total taxes, penalties, and interest to be abated in the amount of \$177.31 for property account M8600123.

BOS Meeting Date Requested April 4, 2023

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 Treasurer
 Certificate of Removal and Abatement

Date of Meeting

AB # ACCOUNT # PARCEL # OWNER
 362 MAR00123 101-35-001# WELCH W.H. & LUYMANA
 363 MAR00123 101-35-001# WELCH W.H. & LUYMANA

LEGAL DESCRIPTION TAX YEARS) TAX INTEREST PENALTY TOTAL ANS
 FLEETWOOD SIZE: 14 X 60 2018 \$ 53.68 \$ 36.50 \$ 90.18 42-185315)
 SERIAL: CARLUPF289807082 YEAR: 1986
 FLEETWOOD SIZE: 14 X 60 2019 \$ 57.32 \$ 29.81 \$ 87.13 42-185315)
 SERIAL: CARLUPF289807082 YEAR: 1986

Sub-Total of Personal Property \$ 111.00 \$ 66.31 \$ 177.31 \$ 177.31

Total \$ 111.00 \$ 66.31 \$ 177.31 \$ 177.31

Supervisor Alan Joe Shepherd
 Board Chairman

Date

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

12/28/2015

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

Apache County Treasurer

Date/Signature: _____

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

Treasurer's office request for discussion and possible approval of a "Certificate of Removal and Abatement of Taxes" pursuant to ARS 42-18351(1). Total taxes, penalties, and interest to be abated in the amount of \$465.71 for property account P1223832.

BOS Meeting Date Requested April 4, 2023

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 Treasurer
 Certificate of Removal and Abatement

Date of Meeting

AB # 159 P122822 ACCOUNT # PARCEL # OWNER
 159 P122822 XANTERA PARKS & RESORTS INC

LEGAL DESCRIPTION	TAX YEAR(S)	TAX	INTEREST	PENALTY	TOTAL	ASS		
							2016	\$
Sub-Total of Personal Property		\$ 236.80	\$	228.91	\$	465.71	\$	465.71
Total		\$ 236.80	\$	228.91	\$	465.71	\$	465.71

Supervisor Alton Joe Shepherd
 Board Chairman

Date

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

12/28/2015

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

Apache County Treasurer

Date/Signature: _____

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

Treasurer's office request for discussion and possible approval of a "Certificate of Removal and Abatement of Taxes" pursuant to ARS 42-18351(5). Total taxes, penalties, and interest to be abated in the amount of \$548.62 for property account P0106419.

BOS Meeting Date Requested April 4, 2023

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 Treasurer
 Certificate of Removal and Abatement

Date of Meeting

AB # ACCOUNT # PARCEL # OWNER
 360 P0106419 105-21-107 THE HOOST
 361 P0106419 105-21-107 THE HOOST

	LEGAL DESCRIPTION	TAX YEAR(S)		TAX	INTEREST	PENALTY	TOTAL	ARS
		2012	2013					
		\$ 110.32	\$ 104.94	\$	179.45	\$	289.77	42-1835151
				\$	153.91	\$	258.85	42-1835151
				\$		\$		
				\$		\$		
				\$		\$		
Sub-Total of Personal Property		\$ 215.26		\$	333.36	\$	548.62	548.62
Total		\$ 215.26		\$	333.36	\$	548.62	548.62

 Supervisor Alton Joe Shepherd
 Board Chairman

 Date

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

12/28/2015

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

Apache County Treasurer

Date/Signature: _____

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

Treasurer's office request for discussion and possible approval of a "Certificate of Removal and Abatement of Taxes" pursuant to ARS 42-18351(5). Total taxes, penalties, and interest to be abated in the amount of \$1,205.50 for property account M0900170.

BOS Meeting Date Requested April 4, 2023

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 Treasurer

Certificate of Removal and Abatement

Date of Meeting	AB #	ACCOUNT #	PARCEL #	OWNER	LEGAL DESCRIPTION	TAX YEAR(S)	TAX	INTEREST	PENALTY	TOTAL	AKS
	352	M0900170	105-15-004D	SANTILLO, LARRY ANTHONY	CHARLOT EAGLE SIZE: 11 X 35, SERIAL: CEWIPAZ20516073065, YEAR: 2008	2011	\$ 85.74	\$ 156.62	\$	\$ 242.36	42-18351(S)
	353	M0900170	105-15-004D	SANTILLO, LARRY ANTHONY	CHARLOT EAGLE SIZE: 11 X 35, SERIAL: CEWIPAZ20516073065, YEAR: 2008	2012	\$ 75.08	\$ 125.13	\$	\$ 200.21	42-18351(S)
	354	M0900170	105-15-004D	SANTILLO, LARRY ANTHONY	CHARLOT EAGLE SIZE: 11 X 35, SERIAL: CEWIPAZ20516073065, YEAR: 2008	2013	\$ 75.46	\$ 111.68	\$	\$ 187.14	42-18351(S)
	355	M0900170	105-15-004D	SANTILLO, LARRY ANTHONY	CHARLOT EAGLE SIZE: 11 X 35, SERIAL: CEWIPAZ20516073065, YEAR: 2008	2014	\$ 104.88	\$ 137.04	\$	\$ 241.92	42-18351(S)
	356	M0900170	105-15-004D	SANTILLO, LARRY ANTHONY	CHARLOT EAGLE SIZE: 11 X 35, SERIAL: CEWIPAZ20516073065, YEAR: 2008	2015	\$ 55.72	\$ 64.64	\$	\$ 120.36	42-18351(S)
	357	M0900170	105-15-004D	SANTILLO, LARRY ANTHONY	CHARLOT EAGLE SIZE: 11 X 35, SERIAL: CEWIPAZ20516073065, YEAR: 2008	2016	\$ 52.10	\$ 51.41	\$	\$ 103.51	42-18351(S)
	358	M0900170	105-15-004D	SANTILLO, LARRY ANTHONY	CHARLOT EAGLE SIZE: 11 X 35, SERIAL: CEWIPAZ20516073065, YEAR: 2008	2017	\$ 59.78	\$ 50.22	\$	\$ 110.00	42-18351(S)
										\$ -	
					Sub-Total of Personal Property		\$ 508.76	\$ 696.74	\$ 1,205.50	\$ 1,205.50	
					Total		\$ 508.76	\$ 696.74	\$ 1,205.50	\$ 1,205.50	

Supervisor Alton Joe Shepherd
Board Chairman

Date

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Community Development

Date/Signature: 

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


CONSENT AGENDA – Request approval to waive the \$300 fee for a Temporary Use Permit allowing the Greer Civic Association, a non-profit organization, to hold the annual Greer Days Community Event June 9 & 10, 2023.

BOS Meeting Date Requested: May 2, 2023


PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: 

Finance Review: _____

Signature: 

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

FEE WAIVER APPLICATION

Applicant Information:

A.P.N. 02-11-001J

Name Greer Civic Association Phone Number 623-302-3915

Mailing Address P.O. Box 41 Greer State AZ Zip Code 85927

Contact Person Lorraine Shumway Phone Number 623-302-3915

Email Lshumw14@gmail.com

Type of Application: Temp. Use Permit Amount of Request \$ 300

Reason for request and conformance to the fee waiver policy:

GCA is a non-profit hosting Greer Days for the communities enjoyment. This event draws visitors from nearby communities as well.

Signature of Applicant Lorraine Shumway Date 3.27.23

Signature of Owner (if not applicant) _____ Date _____

FOR OFFICIAL USE ONLY

Received By _____	Date _____
Administration Action	
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Signature _____	Date _____
Board Action	
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Signature _____	Date _____
2/12/2019	

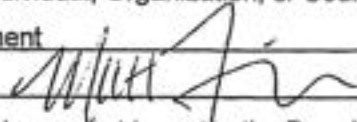
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Community Development

Date/Signature:



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

CONSENT AGENDA – Request approval of a conditional use permit allowing Commnet of Arizona, LLC to construct a 195' Telecommunications tower within a 100' x 100' fenced compound. The proposed tower will provide high-speed 5G broadband internet with fiber optic infrastructure to connect homes and businesses as well as fixed wireless solutions to the community. The proposed tower will also be designed to support additional commercial wireless carriers to provide enhanced coverage to the community. The proposed location is adjacent to the Vernon Fire Station at 1 CR N3115 in Vernon, AZ. A.P.N. 106-74-002F. The Apache County Planning & Zoning Commission recommended approval on April 6, 2023.

BOS Meeting Date Requested: May 2, 2023

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



CONDITIONAL USE PERMIT APPLICATION

APPLICANT

Name Commnet of Arizona, LLC
 Mailing Address 1562 Park Street Castle Rock, CO 80109
 Contact Person Jessica Harris
 Phone 561-716-6662 Fax _____
 Email Jessica.Harris@commnetbroadband.com

PROPERTY INFORMATION

Assessor's Parcel # 106-74-0002F
 Township 10N Range 24E Section 10
 Subdivision N/A
 Unit # _____ Lot # _____
 Address/Location 1 CR N3115 Vernon, AZ 85940
 Existing Zoning AG
 Existing Land Use Vernon Fire District
 Lot Size 3.31 Acres

CONDITIONAL USE PERMIT REQUEST

Please provide a brief description of the request.
New 195' telecommunications tower within 100' x 100' fenced compound that will include equipment in outdoor cabinets with connections to nearby electric service.
 Temporary Use: ___ Yes No

SUBMITTAL CHECKLIST

- Pre-application meeting with a staff planner.
- A non-refundable filing fee.
- Proof of Ownership.
- Application, photographs, diagrams, site plans with the setbacks noted, drainage report and any other required information. Please be precise and detailed.
- Citizen Review Process as listed in ordinance Section 1106. A list of names and addresses of all the property owners within 300 feet of subject property.
- ADOT permit granting ingress / egress assess
- Map to property.
- All required items need to be submitted to Planning & Zoning at least 30 days prior to the next scheduled meeting.

CERTIFICATION & SIGNATURE

Submittal of this application constitutes consent of the applicant in granting the Community Development Department access to the subject property during the course of project review. No further consent or notice shall be required.

I hereby certify that the information in this application is correct and agree to abide by the regulations of this jurisdiction.

Signature of Applicant

Jessica Harris Date 2/28/2023

Signature of Property Owner (if not the applicant)

Dave Jenkins VFD Date 3-6-23

OFFICE USE ONLY

Received By [Signature] Date 2/23/23
 Receipt # 49882 Fee 500
 Permit # 2023-9
 Related Cases _____
 Appeal Filed By _____ Date _____
 Receipt # _____ Fee _____

COMMISSION ACTION

Approved with Conditions Denied
 Resolution # _____ Date _____
 Chairman [Signature] Date 4-6-2023

BOARD ACTION

Approved with Conditions Denied
 Ordinance # _____ Date _____
 Supervisor _____ Date _____

PROJECT INFORMATION

NEW TOWER

VERNON FIRE STATION

COUNTY ROAD 3148
VERMON, AZ 85940

PROJECT OWNER



Commnet
Connecting Rural America

ENGINEER



REV. 1

2/15/2023

LOCATION MAP



PROJECT INFORMATION

NEW TOWER

VERNON FIRE STATION

COUNTY ROAD 3148
VERMON, AZ 85940

PROJECT OWNER



Commnet
Connecting Rural America

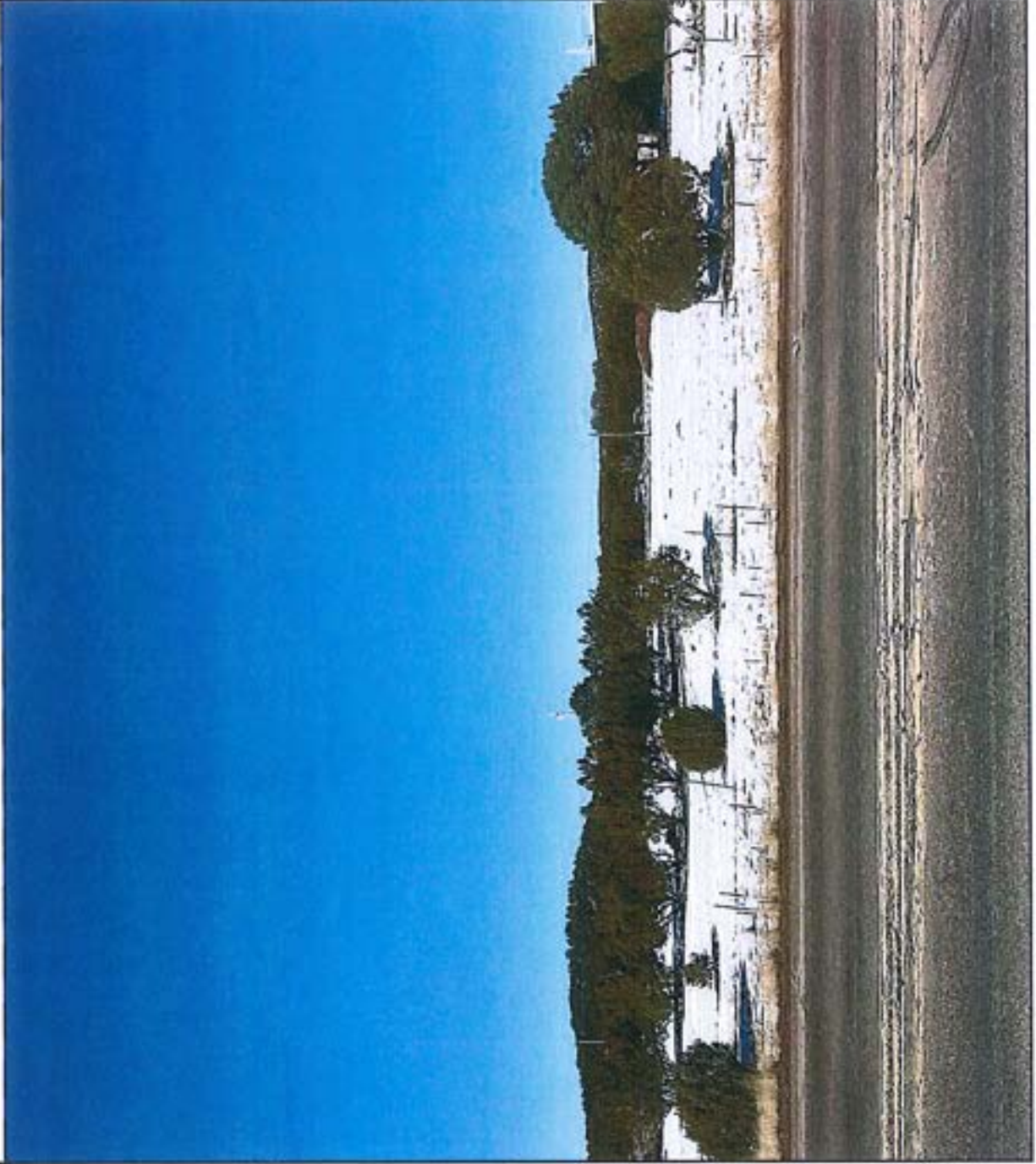
ENGINEER



REV. 1

2/15/2023

Looking North Toward
Proposed Tower (Before)



PROJECT INFORMATION

NEW TOWER

VERNON FIRE STATION

COUNTY ROAD 3148
VERMON, AZ 85940

PROJECT OWNER



Commnet
Connecting Rural America

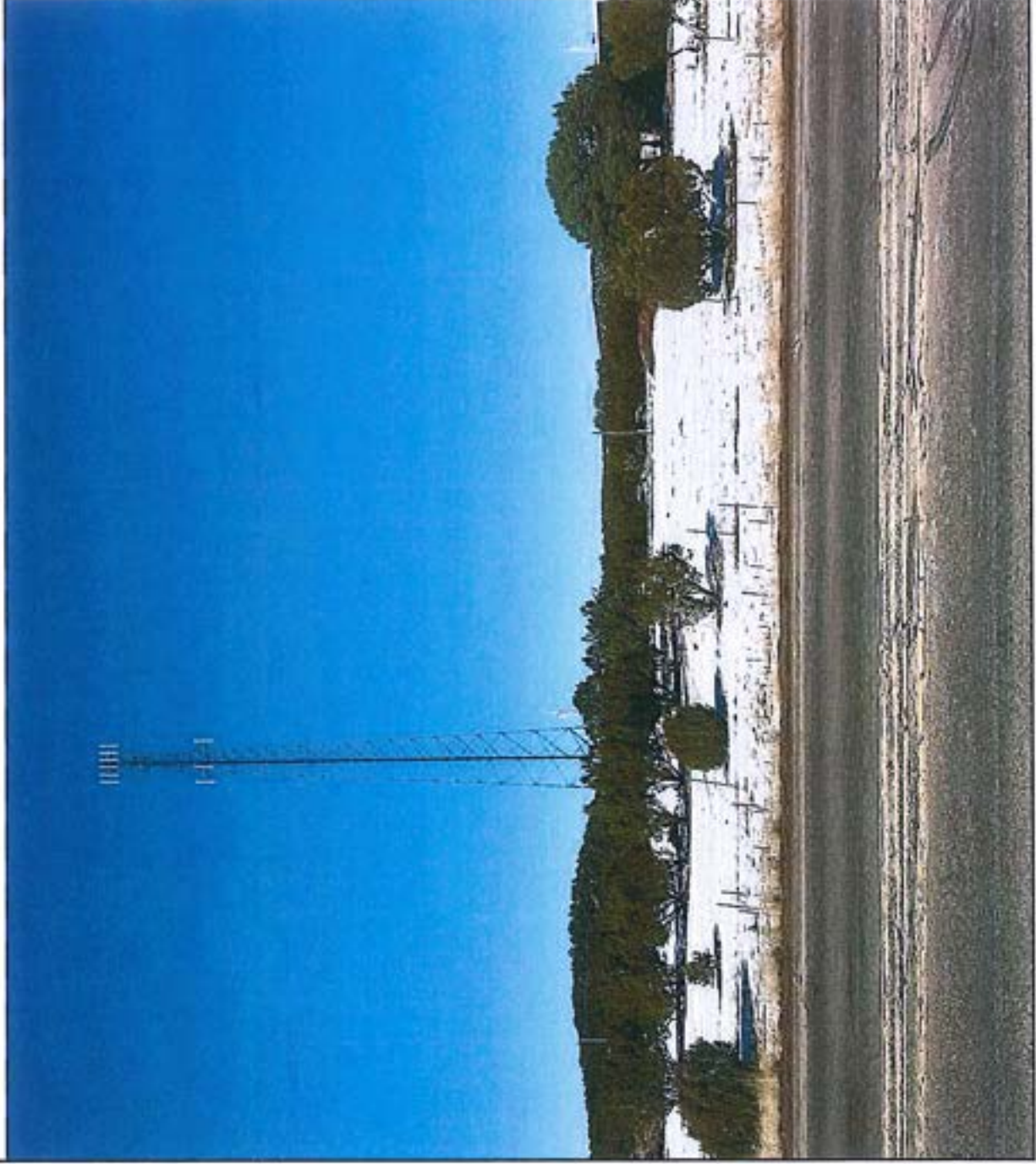
ENGINEER



REV. 1

2/15/2023

Looking North Toward
Proposed Tower (After)



LOCATION MAP



PROJECT INFORMATION

NEW TOWER

VERNON FIRE STATION

COUNTY ROAD 3148
VERMON, AZ 85940

PROJECT OWNER



Commnet
Connecting Rural America

ENGINEER



REV. 1

2/15/2023

PROJECT INFORMATION

NEW TOWER

VERNON FIRE STATION

COUNTY ROAD 3148
VERMON, AZ 85940

PROJECT OWNER



Commnet
Connecting Rural America

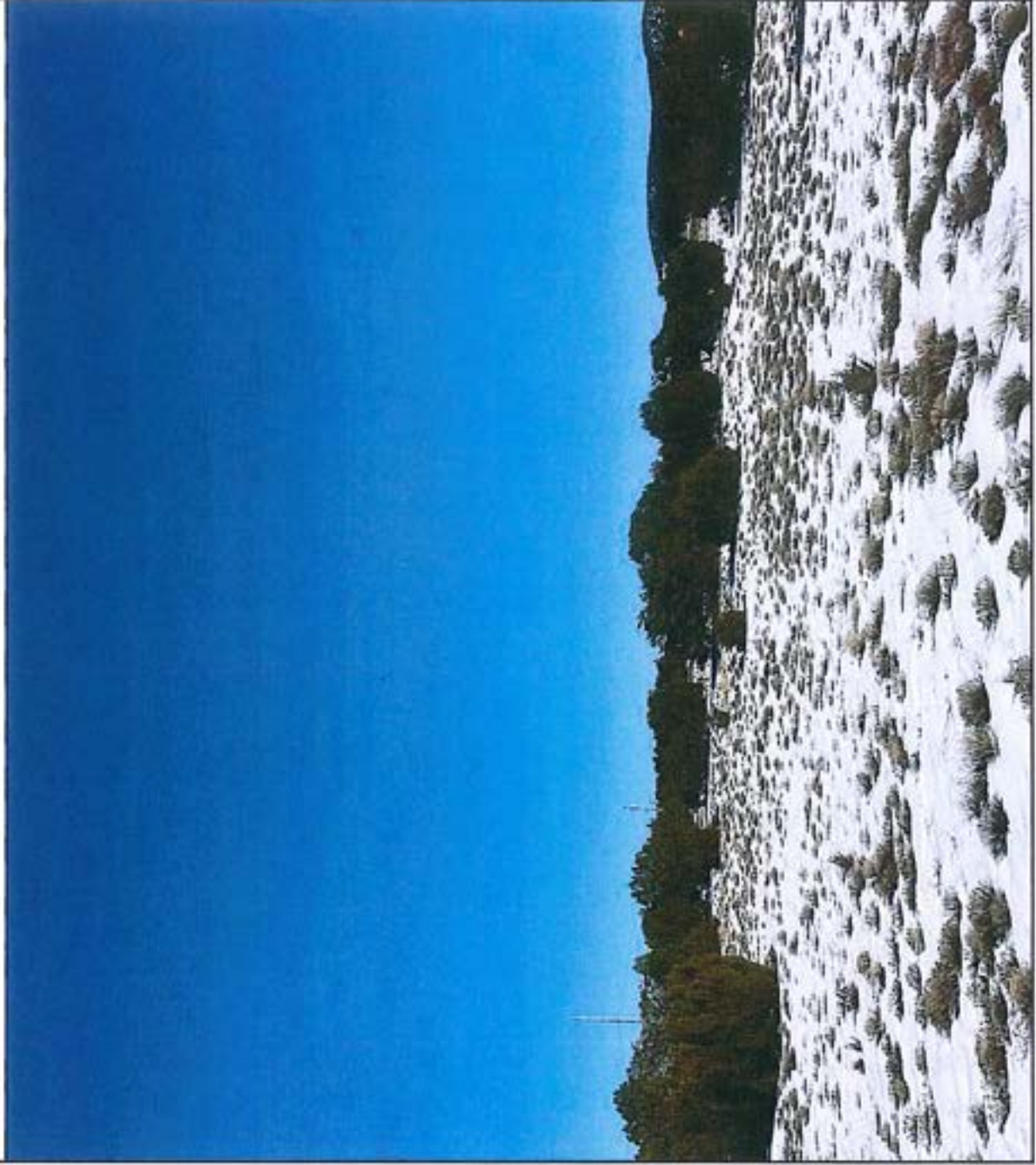
ENGINEER



REV. 1

2/15/2023

Looking East Toward
Proposed Tower (Before)



PROJECT INFORMATION

NEW TOWER

VERNON FIRE STATION

COUNTY ROAD 3148
VERMON, AZ 85940

PROJECT OWNER



Commnet
Connecting Rural America

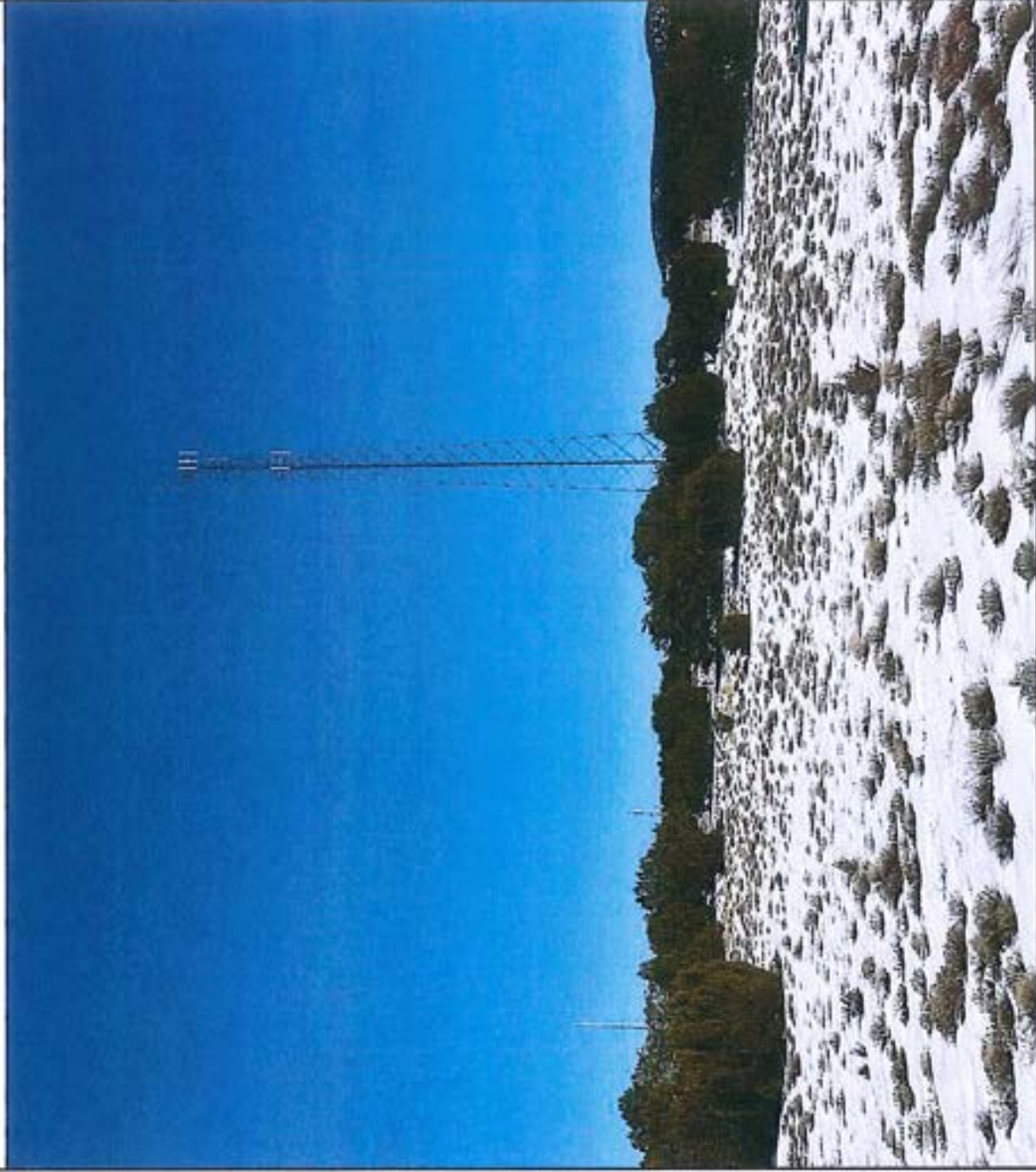
ENGINEER



REV. 1

2/15/2023

Looking East Toward
Proposed Tower (After)



PROJECT INFORMATION

NEW TOWER

VERNON FIRE STATION

COUNTY ROAD 3148
VERMON, AZ 85940

PROJECT OWNER



Commnet
Connecting Rural America

ENGINEER



REV. 1

2/15/2023

LOCATION MAP



PROJECT INFORMATION

NEW TOWER

VERNON FIRE STATION

COUNTY ROAD 3148
VERMON, AZ 85940

PROJECT OWNER



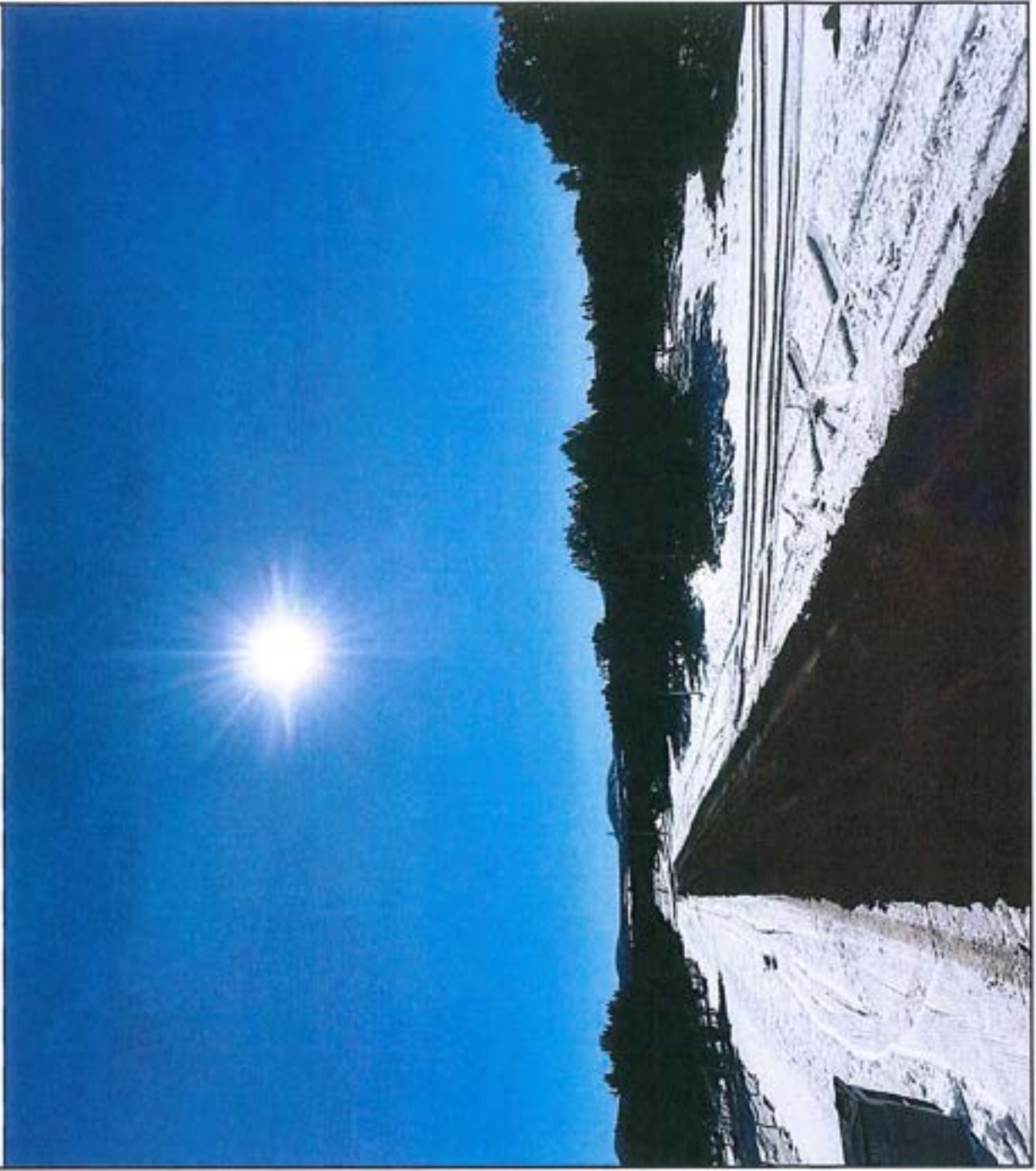
Commnet
Connecting Rural America

ENGINEER



REV. 1 2/15/2023

Looking South West Toward
Proposed Tower (Before)



PROJECT INFORMATION

NEW TOWER

VERNON FIRE STATION

COUNTY ROAD 3148
VERMON, AZ 85940

PROJECT OWNER



Commnet
Connecting Rural America

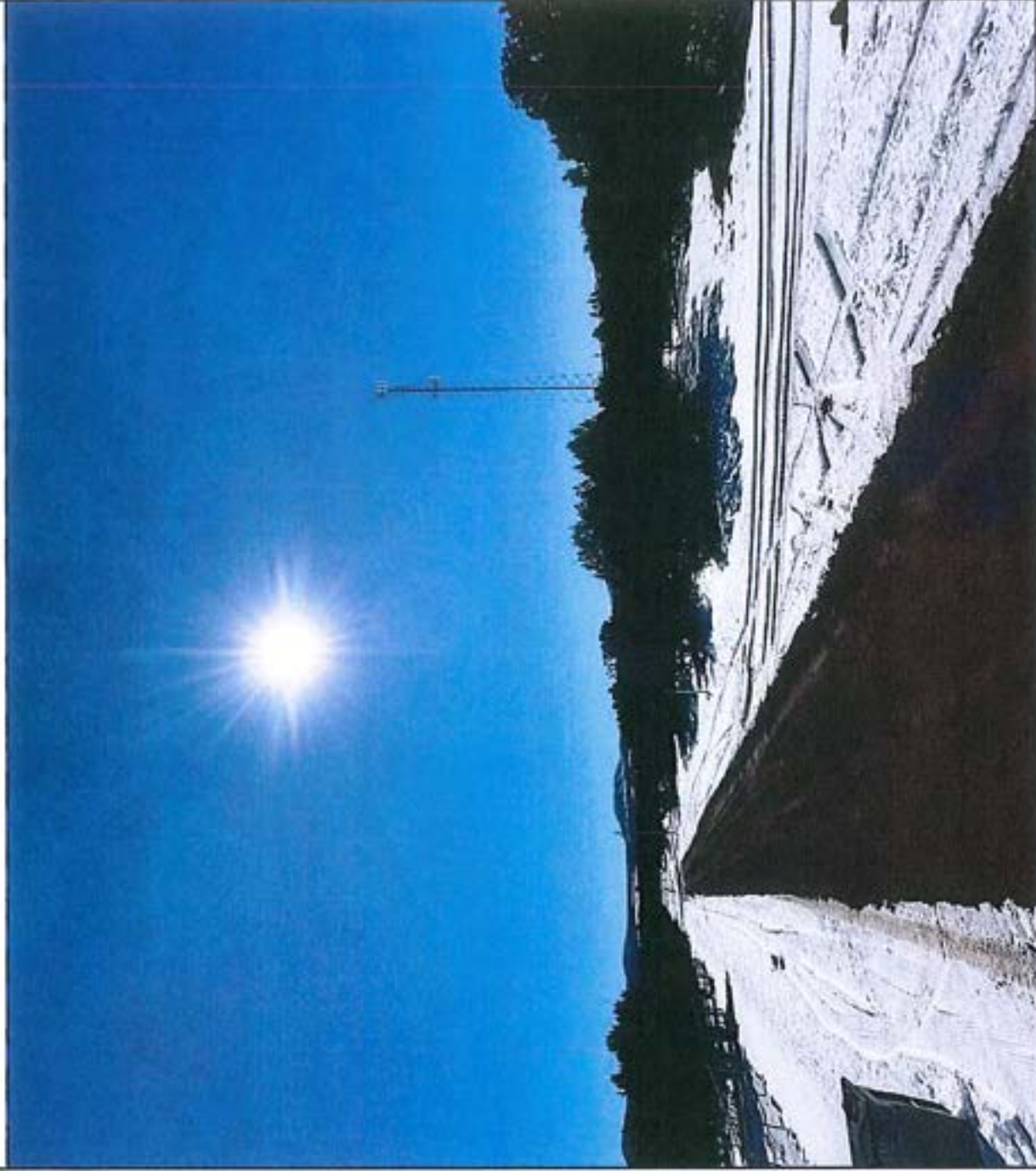
ENGINEER



REV. 1

2/15/2023

Looking South West Toward
Proposed Tower (After)



LOCATION MAP



PROJECT INFORMATION

NEW TOWER

VERNON FIRE STATION

COUNTY ROAD 3148
VERMON, AZ 85940

PROJECT OWNER



Commet
Connecting Rural America

ENGINEER



REV. 1

2/15/2023

PROJECT INFORMATION

NEW TOWER

VERNON FIRE STATION

COUNTY ROAD 3148
VERMON, AZ 85940

PROJECT OWNER



Commnet
Connecting Rural America

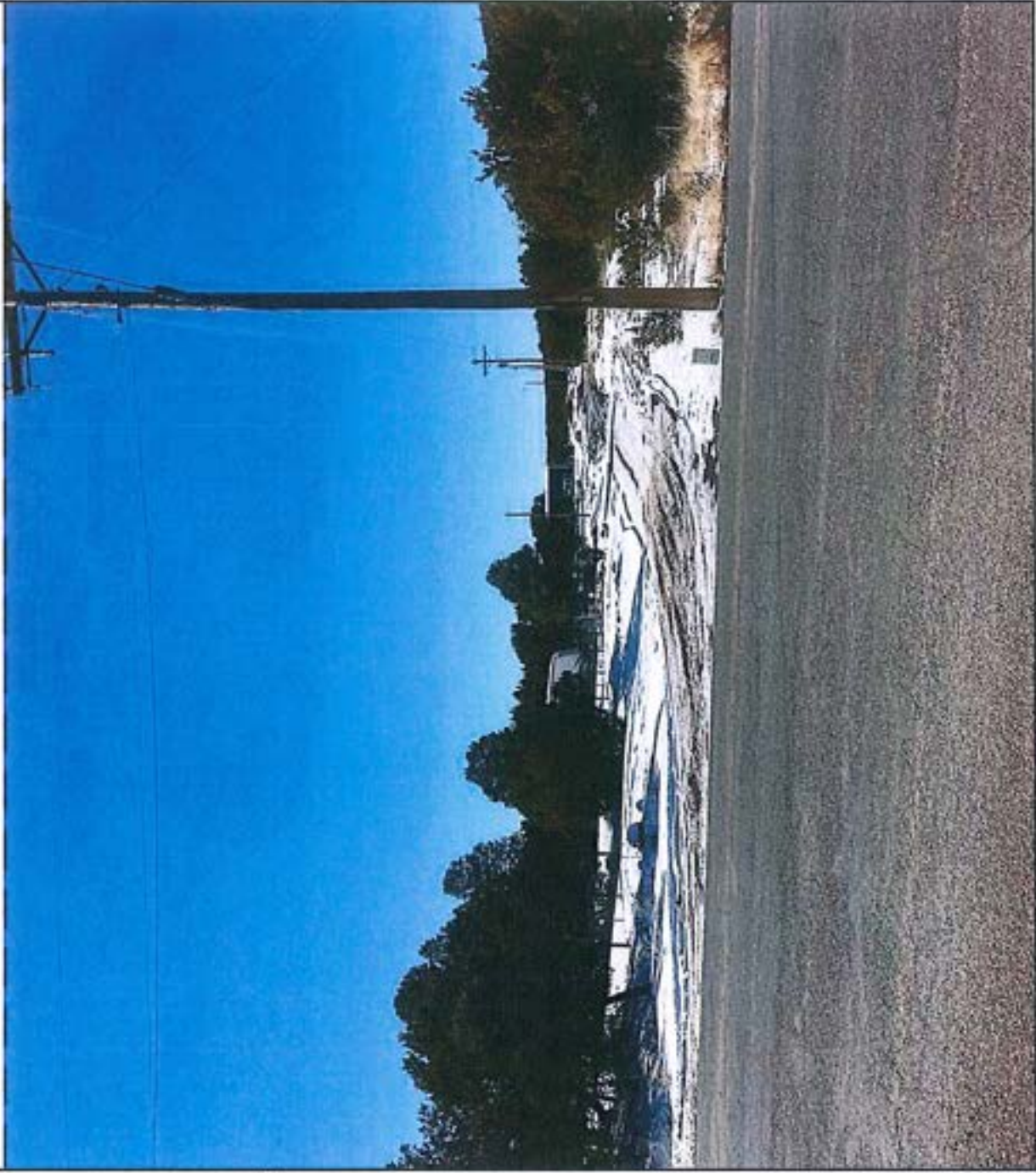
ENGINEER



REV. 1

2/15/2023

Looking West Toward
Proposed Tower (Before)



PROJECT INFORMATION

NEW TOWER

VERNON FIRE STATION

COUNTY ROAD 3148
VERMON, AZ 85940

PROJECT OWNER



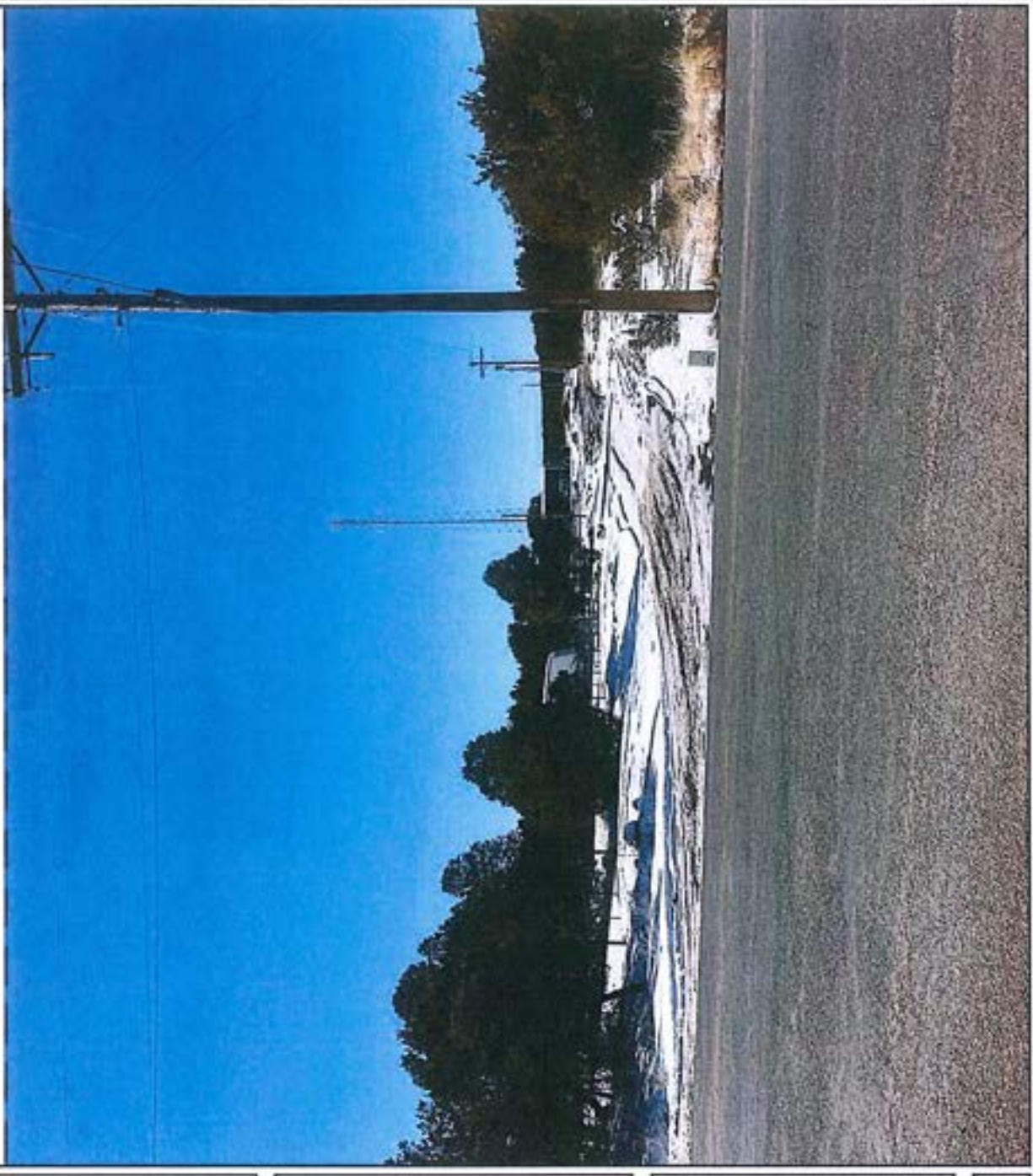
Commnet
Connecting Rural America

ENGINEER

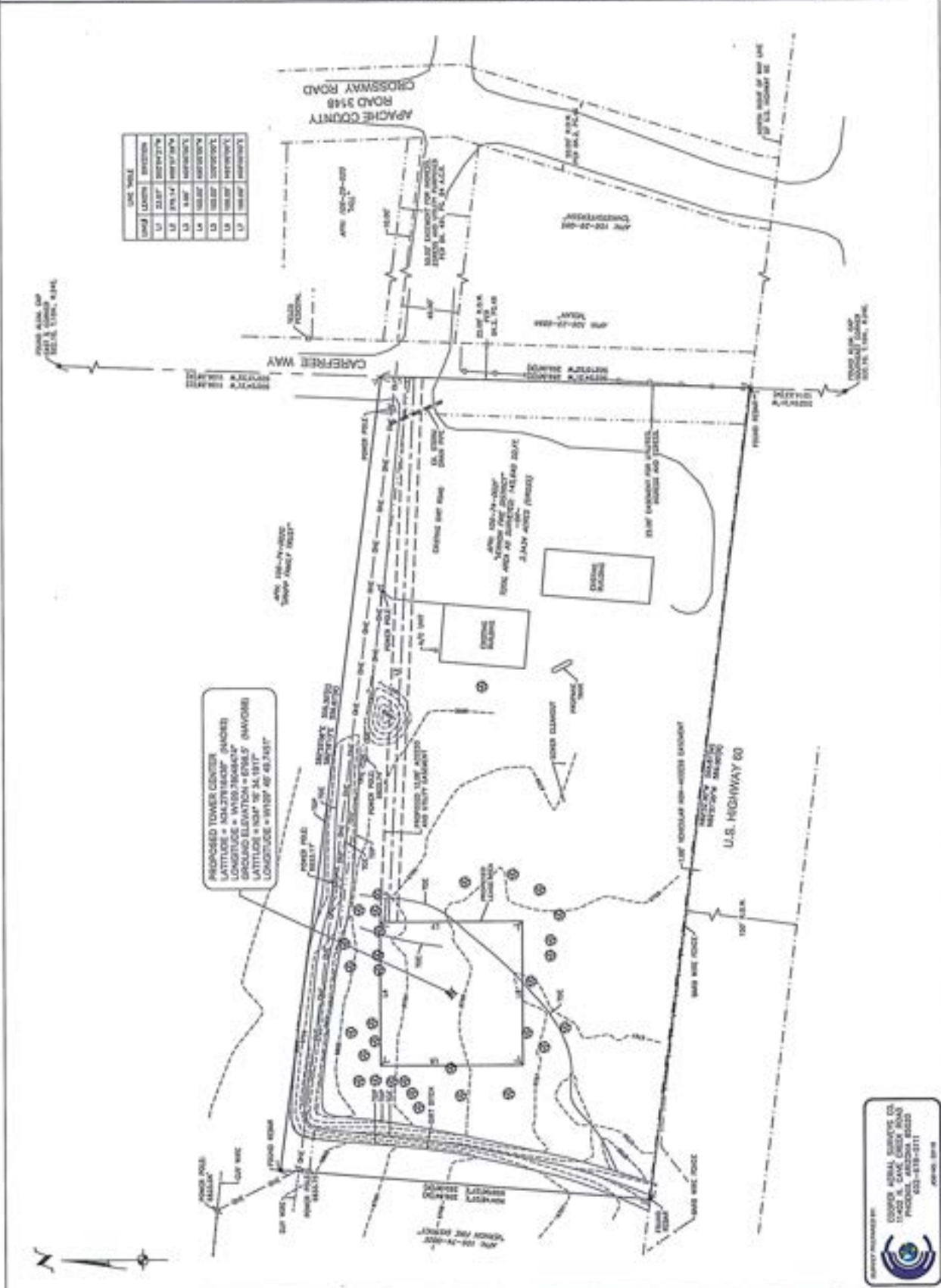


REV. 1 2/15/2023

Looking West Toward
Proposed Tower (After)



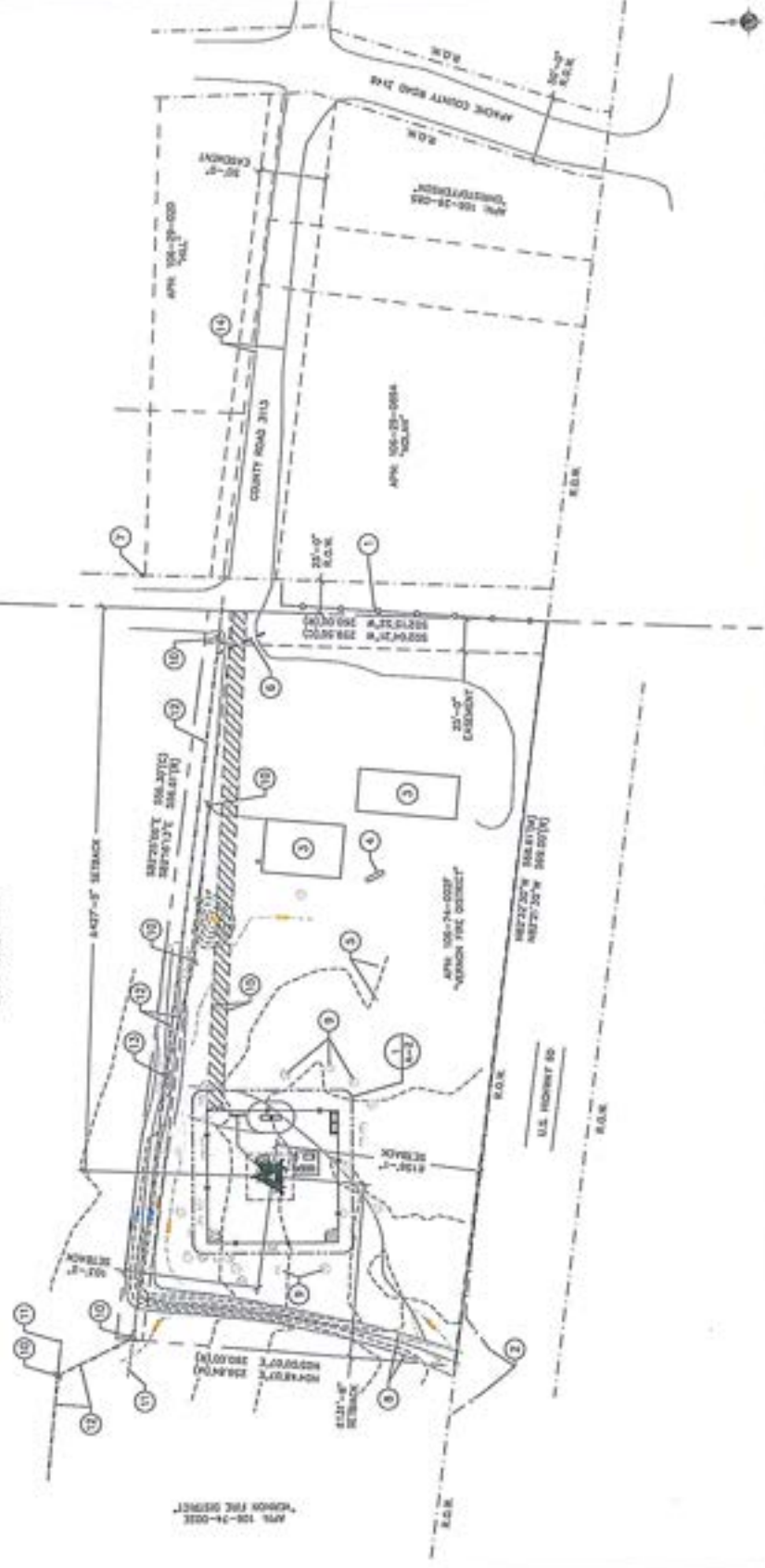
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			LEAD ID: 8/24	LEAD TYPE: SM	REVISION: 01
			SUBMITTALS REV. DATE DESCRIPTION BY 1 5/20/2023 FINAL JH 2 5/27/2023 REVIEW JH		
			THE INFORMATION CONTAINED IN THIS DRAWING IS THE PROPERTY OF ABS ENGINEERING. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN.		
			SITE NUMBER: AZ 003723		
			SITE NAME: VERNON FIRE STATION		
			PROJECT: NEW BUILD		
			SITE ADDRESS: 1537 E. SHERRY FLORISS LAKE PHOENIX, AZ 85048 COUNTY ROAD 2148 VERNON, AZ 85640 APACHE COUNTY		
			SHEET TITLE: SITE SURVEY		
			SHEET NUMBER: LS-2		



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- SITE PLAN KEY LEGEND:**
- 1. 4" BARRIED WIRE FENCE
 - 2. 6" BARRIED WIRE FENCED GATE (TYP.)
 - 3. 12" BOLLING (TYP.)
 - 4. 12" CONCRETE POST
 - 5. 12" CONCRETE TANK
 - 6. 12" CONCRETE DRAIN PIPE
 - 7. 12" TOWER PIPERAIL
 - 8. 12" DIRT DITCH
 - 9. 12" TREE (TYP.) (TYP.)
 - 10. 12" CONCRETE POST (TYP.)
 - 11. 12" CONCRETE TANK (TYP.)
 - 12. 12" OVERHEAD POWER LINE (TYP.)
 - 13. 12" POWER POLE (SIGNALS) WITH POLE MOUNTED TRANSFORMER, FUSES, AND NEW POWER SOURCE P.O.G.
 - 14. 12" CONCRETE POST (TYP.) (COUNT ROAD 2012)
 - 15. 12" 12" WIRE ACCESS (SIGNALS/POWER)



FE SEAL

DESIGNER	JR
LEAD ED.	N/A
LOAD CODE	SA

REV.	DATE	DESCRIPTION
A	10/14/20	REVISION
B	2/7/2023	COMMENTS

THE INFORMATION PROVIDED IN THIS SITE PLAN IS FOR INFORMATION ONLY. IT IS NOT TO BE USED AS A BASIS FOR ANY DECISIONS OR ACTIONS. THE USER OF THIS INFORMATION ASSUMES ALL LIABILITY FOR ANY DAMAGE OR INJURY RESULTING FROM THE USE OF THIS INFORMATION.

SITE NUMBER
AZ 000723

SITE NAME
VERNON FIRE STATION,
AZ

PROJECT
NEW BUILD

SITE ADDRESS
1337 E. BERRY BLVD. LANE
PHOENIX, AZ 85034
VERNON, AZ 85034
MARICOPA COUNTY

SHEET TITLE
SITE PLAN

SHEET NUMBER
A-1

Vernon Fire District

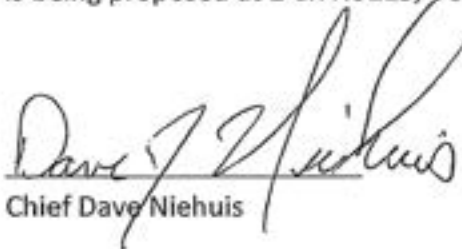
PO Box 400 Vernon, AZ 85940
(928) 537-4895 Fax (928) 537-7543



1/23/2023

To whom it concerns,

Commnet is to act as an authorized agent of the Vernon Fire District on which the new tower is being proposed at 1 CR N3115, Vernon, Az 85940.


Chief Dave Niehuis

Site Name: Vernon Fire Station, AZ
 Site ID: AZ003723

LEASE AGREEMENT

This Lease Agreement ("Lease") is entered into this 30th day of September, 2022, by and between Vernon Fire District, with a notice address of PO Box 400, Vernon, AZ 85940 ("Lessor") and Commnet of Arizona, LLC, a Delaware limited liability company, with a notice address of 1562 Park Street, Castle Rock, CO 80109, Attn: Property Management, with a simultaneous copy to Commnet Wireless, LLC, 400 Northridge Road, Suite 1100, Atlanta, GA 30350, Attn: Real Estate Notices ("Lessee").

For valuable consideration, receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. Property and Premises. Lessor is the sole owner of that certain real property, and all the fixtures, buildings, and all other improvements thereon, located at the street address of 1 CR N3115, Vernon, AZ 85940, in the County of Apache, State of Arizona. Lessor's improvements and real property are collectively referred to herein as the "Property", which Property may be further described in Exhibit A attached hereto and made a part hereof by this reference. Lessor hereby leases to Lessee, and Lessee leases from Lessor, on the terms and considerations set forth herein, space on the Property of approximately 100' by 100', ground space and additional space on, in, over, under and across the Property for cables, appurtenances and other equipment, and Lessor grants to Lessee any easements desired from time to time by Lessee on, in, over, under, and across the Property and other easements and properties owned, controlled or used by Lessor, for ingress, egress, parking, cabling, and electrical and telephone lines and connections, and utilities, to and from all of Lessee's spaces, fixtures and equipment (collectively, the "Premises"), which Premises may be further described but are not limited to the descriptions in Exhibit B attached hereto and made a part hereof by this reference. The Premises may be more specifically described following a survey and/or further drawings by Lessee, which descriptions may modify, supplement or replace Exhibit B.

2. Use. The Premises may be used by Lessee for the testing, construction, installation, operation, repair, service, maintenance, upgrade, addition, modification and replacement of communications facilities and all necessary appurtenances and uses incidental thereto and any other uses ("Facilities"). The Facilities may include, without limitation, poles, towers, pads, platforms and other structures, antennas, dishes, cabling, equipment pads and shelters, radio transmission and computer equipment, telephone, electric power, and utility and transmission lines, batteries, generators, signs, gates, fences, and other fixtures and equipment. Lessee shall have exclusive use of Lessee's Facilities and the Premises.

3. Tests and Construction. Lessee shall have the right at any time following the full execution of this Lease to enter upon the Property for the purpose of performing appropriate soils, environmental, and engineering tests, studies, surveys, inspections, soil tests and borings, and ground inspections, and for other inspections and tests, and for constructing the Facilities. Upon request Lessor shall furnish to Lessee copies of any existing title, engineering, and environmental reports and any existing plans, approvals, surveys, maps and reports for the Property.

4. Term. The term of this Lease is five (5) years commencing on the first day of the month following the month during which construction activities commence at the Premises ("Commencement Date"). Lessee shall have the right to extend the term of this Lease for up to five (5) successive five-year periods (each an "Extension Term") on the terms and conditions set forth herein. This Lease shall automatically be extended for each successive Extension Term unless Lessee notifies Lessor in writing, in advance of the commencement of the next succeeding Extension Term, of Lessee's intention not to extend.

5. Rent. Rent shall commence on the Commencement Date and shall be in the amount of . At the beginning of each anniversary of the Term, the rent shall increase by an amount equal to and shall continue to be paid monthly. Lessor agrees to provide Lessee a fully completed and executed Form W-9 upon execution of this Lease and as a condition of rental payments being made by Lessee. Further, Lessee shall pay Lessor an additional commencing as of the first full month that Verizon, or any successor to Verizon, or any other third party which makes use of the tower from time to time, begins paying Lessee for its collocation at the Premises (which payment shall be subject to the foregoing rent escalation terms commencing as of the beginning of the first anniversary of the Term).

Site Name: Vernon Fire Station, AZ

Site ID: AZ003723

6. Construction; Utilities; Access. All of Lessee's construction and installation work related to the Facilities shall be performed in a good and workmanlike manner. Title to Lessee's Facilities shall be held by Lessee. Lessee has the right to make additions and replacements to the Facilities and to use additional portions of the Property for construction, installation, upgrades, and maintenance. All of the Facilities shall remain Lessee's property and Lessee shall have the right to remove all or part of the same at any time, whether or not said items are considered fixtures and attachments to real property under applicable law. Lessee shall remove its Facilities within one hundred eighty (180) days after expiration or termination of this Lease. Notwithstanding any other provision of this Lease to the contrary, all foundations and underground wiring, cables, conduits, and appurtenances may remain upon and be surrendered with the Premises following the allowed time for removal and shall then become property of the Lessor. Lessor shall cooperate with any reasonable request in making application for and obtaining of licenses, permits and all other approvals that may be desired for Lessee's intended use of the Premises. Lessor shall take no action which would adversely affect the Property or its use by Lessee. Lessor shall provide to Lessee information and complete documentation necessary for Lessee to comply with environmental and other governmental requirements.

(b) Lessee shall obtain all utilities to its equipment separately metered or shall have the right to submeter electricity and other utilities from existing utilities on the Property. Lessee shall have the right to access, install and obtain electrical power and telephone connections and lines on, in, over, under and across the Property. Lessor agrees to sign such documents and easements as may be required by utility companies to provide services to Lessee.

(c) Lessee, its employees, agents, contractors, guests and invitees shall have access to the Premises without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge. Lessor grants to Lessee, its employees, agents, contractors, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress from the nearest public roadway to the Premises and space for parking. Lessor shall maintain all access ways from the nearest public right-of-way to the Premises in a good condition.

7. Interference. Lessor agrees that Lessor and its tenants, licensees, employees, invitees and agents will not use any portion of Lessor's properties in any way which interferes with the operations of Lessee. Any interference by Lessor or any third parties shall be deemed a material breach by Lessor, and Lessor shall, upon notice from Lessee, be responsible for terminating said interference. In the event any such interference does not cease within twenty-four (24) hours of receipt of notice, Lessor acknowledges that continuing interference may cause irreparable injury and, therefore, Lessor shall take immediate action to cause such interfering use to cease until such time as it will not interfere with Lessee's operations.

8. Termination. This Lease may be terminated as follows: (a) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default from the non-defaulting party, provided that if the default may not reasonably be cured within a sixty (60) day period, this Lease may not be terminated if the defaulting party commences action to cure the default within such sixty (60) day period and proceeds with due diligence to fully cure the default; or (b) by Lessee upon prior written notice to Lessor, if Lessee determines, in its sole discretion, that (i) any environmental, title, survey, soil boring or other report or test is unsatisfactory, or (ii) Lessee will not obtain or maintain, in a form satisfactory to Lessee, any desired approval, permit, right or easement, or (iii) the Premises location or operation of the Facilities at the Premises no longer meets Lessee's economic, technological or business requirements, or (iv) because of changes in system design or system usage patterns, Lessee's use of the Facilities at the Premises is no longer consistent with the optimal operation of Lessee's communication system. Additionally, this Lease may be terminated at any time by Lessee in its sole discretion upon ninety (90) days prior written notice to Lessor. If Lessor remains in default beyond any applicable cure period, Lessee will have the right to exercise any and all rights available to it under law and equity, including the right to cure such default and deduct such costs against rent and any other monies due to Lessor from Lessee.

9. Destruction and Condemnation. In the event the Facilities, Premises or other portions of the Property are damaged, destroyed, condemned or taken, so as to interfere in any manner with Lessee's use and occupancy thereof, Lessee shall be entitled to elect to terminate this Lease. If Lessee does not elect to terminate, Lessor shall immediately restore the portions of the Premises and Property owned by Lessor. In the event of any emergency, damage or destruction affecting the Facilities or Premises, Lessee may place, install and erect additional equipment, improvements, and facilities on the Property as necessary to assure continuation of Lessee's operations. The parties will each be entitled to pursue their own separate awards in any condemnation proceedings.

Site Name: Vernon Fire Station, AZ
Site ID: AZ003723

10. Insurance and Indemnity. Lessee, at Lessee's sole cost and expense, shall procure and maintain general liability insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) for bodily injury or death/property damage per occurrence. Lessor shall carry general liability insurance in amounts reasonably determined by Lessor but no less than the amounts required of Lessee. Lessor shall also carry and maintain all risk property insurance covering its improvements, equipment and other property in amounts not less than their full replacement cost. Each party shall indemnify, defend and hold the other harmless against any and all third-party written claims, demands, losses, damages and liabilities, and any costs or expenses, including reasonable attorneys' and consultant fees and expenses, to the extent arising from the indemnifying party's breach of this Lease or from negligent or intentional acts or omissions of the indemnifying party or its agents, employees, invitees, guests or contractors, which duties shall survive the termination of this Lease. Lessor and Lessee release each other and their respective principals, employees, representatives and agents, from any claims for risks insured against under any insurance policies required hereunder or carried by the parties.

11. Title and Quiet-Enjoyment. Lessor represents and warrants to Lessee that (a) Lessor has the sole and full right, power, and authority to execute and fulfill its obligations under this Lease and has obtained any and all consents required to enter into this Lease, and will provide Lessee with evidence of such authority; (b) Lessor is the sole owner and has good and marketable title to the Property free and clear of any liens, mortgages, or other encumbrances; (c) there is no agreement, covenant, condition or restriction relating to the Property which could affect Lessee's use of the Facilities or rights under this Lease and Lessor shall not allow any other commercial wireless telecommunications entities to use or occupy the Property during the term of this Lease; (d) there is direct legal ingress, egress and access from a public right-of-way across the Property to the Premises for Lessee's use for utilities, equipment, vehicles and pedestrians and (e) the Property is not in violation of any applicable laws, statutes, ordinances, rules, codes, regulations, or orders of federal, state, and other governmental or quasi-governmental authorities having jurisdiction over the Property. Lessor shall not permit use of any portion of Lessor's properties which interferes with the operation of Lessee's Facilities. Lessor waives any lien rights it may have relating to the Facilities regardless of whether the Facilities are deemed to be personal or real property under applicable laws. Lessor further covenants that Lessee shall have quiet enjoyment of the Premises during the term of this Lease and any extension thereof. Lessor agrees to furnish to Lessee, within ten (10) business days after request, such estoppel information as Lessee may reasonably request. For any encumbrance on the Property Lessor will promptly obtain from such encumbering entity a non-disturbance agreement stating that, so long as Lessee is not in default hereunder, this Lease will continue in full force and effect.

12. Right of First Refusal If at any time during the term of the Lease, Lessor decides to sell, assign or otherwise transfer all or part of the Property, or rights therein, or assign the rental stream associated with this Lease, then Lessee shall have a right of first refusal to obtain such Property, or rights or assignment. If Lessor receives a bona fide written offer from a third party for the Property or any rights therein or for assignment of the rental stream associated with this Lease, Lessor shall immediately furnish Lessee with a copy of the offer, together with a representation that the offer is valid, genuine and true in all respects. Lessee shall have the right within thirty (30) days after it receives such copy and representation to match the offer with a substantially similar contract and the parties shall close no less than sixty (60) days thereafter. If Lessee chooses not to exercise this right of first refusal, Lessor may sell or otherwise transfer all of part of the Property or assign the rental stream pursuant to the offer, subject to the terms of this Lease and Lessee's rights hereunder, to the person or entity that made the offer provided that (i) the sale, transfer or assignment is on the same terms contained in the offer and (ii) the sale, transfer or assignment occurs within ninety (90) days of Lessee's receipt of a copy of the offer. In the event a third party does not timely close or modifies its offer, then Lessor shall re-offer to Lessee pursuant to the procedure above. If Lessor sells or otherwise transfers.

If all or part of the Property, of which the Premises is a part, to a purchaser other than Lessee, then such sale or transfer shall be subject to this Lease and Lessee's rights hereunder and Lessor shall provide to Lessee at the time of such transfer a copy of the new lessor's completed W-9, the lease assignment and other transfer documentation.

The provisions of this paragraph 12 shall not apply to any merger, consolidation, reorganization, or change of status entered into by Lessor.

13. Hazardous Substances. Lessor and Lessee agree to not use, generate, store or dispose of any Hazardous Material (defined below) on, under, about or within the Property in violation of any law or regulation. Lessee will be solely responsible for and will defend, indemnify, and hold Lessor, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and

Site Name: Vernon Fire Station, AZ
 Site ID: AZ003723

costs, arising out of or in connection with the removal, cleanup, or restoration of the Property with respect to Hazardous Materials from any and all sources introduced to the Property by Lessee. To the best of Lessor's actual knowledge, there are no environmental liens against the Property and that there are no Hazardous Materials or underground storage tanks on or near the Property. Lessor will be solely responsible for and will defend, indemnify, and hold Lessee, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the removal, cleanup, or restoration of the Property with respect to Hazardous Materials introduced to the Property by Lessor. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Property is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. The provisions of this section shall expressly survive any termination or expiration of this Lease for a period of two years.

14. WAIVER OF DAMAGES. LESSOR WILL NOT ASSERT ANY CLAIM AND LESSEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER INCURRED BY LESSOR ARISING OUT OF OR IN CONNECTION WITH THIS LEASE INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OF BUSINESS. FURTHERMORE, LESSEE WILL NOT ASSERT ANY CLAIM AND LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER INCURRED BY LESSEE ARISING OUT OF OR IN CONNECTION WITH THIS LEASE INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OF BUSINESS, INCLUDING BUT NOT LIMITED TO, ANY CLAIMS FOR LOST PROFITS WHICH MIGHT RESULT BY REASON OF ANY INTERRUPTION OF SERVICES CAUSED TO THE LESSEE OR ANY USERS, TENANTS, SUBLESSEES, OR LICENSEES, MAKING USE OF THE TOWER OR THE PREMISE, IRRESPECTIVE OF THE CAUSE OF SAID INTERRUPTION, WHETHER THAT BE BY REASON OF THE CONDUCT OF LESSOR OR OTHERWISE. THE PROVISIONS OF THIS SECTION SHALL EXPRESSLY SURVIVE ANY TERMINATION OR EXPIRATION OF THIS LEASE.

15. Miscellaneous.

(a) This Lease constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Notwithstanding any provision of this Lease to the contrary, this Lease is not effective until fully executed by Lessor and Lessee. Any amendments to this Lease must be in writing and executed by both parties. Each of the parties hereto warrants to the other that the person or persons executing this Lease individually or on behalf of such party has the full right, power and authority to enter into and execute this Lease individually or on such party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

(b) This Lease shall be governed by the laws of the State in which the Property is located without regard to principles of conflicts of laws. If any provision of this Lease is adjudged to be invalid or unenforceable with respect to any party, the remainder of this Lease shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. Section headings are for reference purposes only. This Lease may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

(c) This Lease shall run with the land and be binding on and inure to the benefit of the parties and the heirs, personal representatives, successors and assignees of the respective parties. Lessee may, in its sole discretion, assign, sublease, sublicense or otherwise transfer all or any part of its interest in this Lease or in the Premises. Lessee's sublessees, licensees, assignees, and transferees shall be permitted the same rights granted to Lessee in accordance with this Lease including, without limitation, easements for ingress and egress, electrical and telephone lines and connections on the Property and access to the Premises. Upon assignment, Lessee shall owe no further duties or obligations under this Lease.

(d) Any notice or demand required to be given herein shall be made by certified or registered U.S. mail, return receipt requested, or by a nationally recognized next day courier to the address of the respective parties first written above, or by hand delivery. Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed given when

Site Name: Vernon Fire Station, AZ

Site ID: AZ003723

deposited with a nationally recognized next day courier or in the U.S. mail, return receipt requested, or otherwise upon actual receipt.

(e) If personal property taxes are assessed, Lessee shall pay any portion of such taxes directly attributable to the Facilities. Lessor shall pay all real property taxes, assessments and deferred taxes on the Property. In the event that Lessor fails to timely pay any real property taxes, assessments or deferred taxes, or liens against the Property, Lessee may, in its sole discretion, pay all or any taxes, assessments, or liens and may deduct the amounts of any such payments from rent that may be due to Lessor currently or in the future.

(f) Lessor acknowledges that upon Lessee's request Lessor shall execute a memorandum of lease in recordable form which may be recorded by Lessee in the official records of the County where the Property is located. Lessee may obtain title insurance on its interest in the Premises and Lessor shall cooperate by executing reasonable documentation related thereto.

(g) Lessor agrees to execute, acknowledge, and deliver any document or instrument reasonably necessary and appropriate to protect Lessee's use of the Premises and to ensure and effectuate the provisions of this Lease. In any case where the cooperation, approval or consent of Lessor is required or requested, Lessor shall not unreasonably delay or withhold its cooperation, approval or consent.

(h) The parties acknowledge that Lessor may terminate this Lease pursuant to the provisions of A.R.S. § 38-511.

(i) The Memorandum regarding "Protected Bird Guidance," attached to this Lease as Exhibit "C", is incorporated into the agreement by this reference, and shall apply to the Lessee and any contractor of Lessee performing any work on the Premises.

(j) **Legal Arizona Worker's Act Compliance.** Lessee is required to comply with A.R.S. §41-4401, and hereby warrants that it will, at all times during the term of this Lease, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). Lessee further agrees to ensure that each subcontractor that performs any work under this Lease likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Lease and the party who breaches may be subject to penalties up to and including termination of the Lease.

Lessor retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Lease to ensure that the other party is complying with the warranties regarding compliance with the state and federal immigration laws.

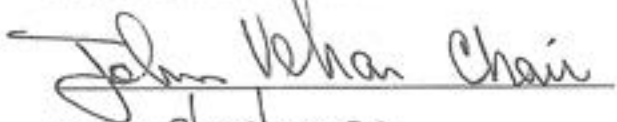
(k) The undersigned Lessee hereby certifies that it is not currently engaged in, and agrees for the duration of the Lease to not engage in, a boycott of Israel.

[SIGNATURES APPEAR ON NEXT PAGE]


Site Name: Vernon Fire Station, AZ
Site ID: AZ003723

IN WITNESS WHEREOF, the parties have executed this Lease.

LESSOR: VERNON FIRE DISTRICT


Date: 9/27/2022

LESSEE: COMMNET OF ARIZONA, LLC

By: 
Kevin Hayes (Sep 30, 2022 12:12 PM)
Print Name: Kevin Hayes
Title: VP Site Engineering & Operations
Date: Sep 30, 2022

Site Name: Vernon Fire Station, AZ
Site ID: AZ003723

EXHIBIT A
DESCRIPTION OF PROPERTY

The Property is described and/or depicted as follows:

Street Address: 1 CR N3115
Vernon, AZ 85940
Apache County

Parcel Number: 106-74-002F

Tax Area: 0902 – SD#9, FD Vernon

Situs Address: 1 N3115

Legal Summary: Section: 10; Township: 10N; Range 24E COM E4 COR; S 1156.28'
TO POB CONTIN S 260' WLY ALONG N SIDE OF US HWY 60,
569' NLY 260' ELY 556.61' TO POB.

Site Name: Vernon Fire Station, AZ
Site ID: AZ003723

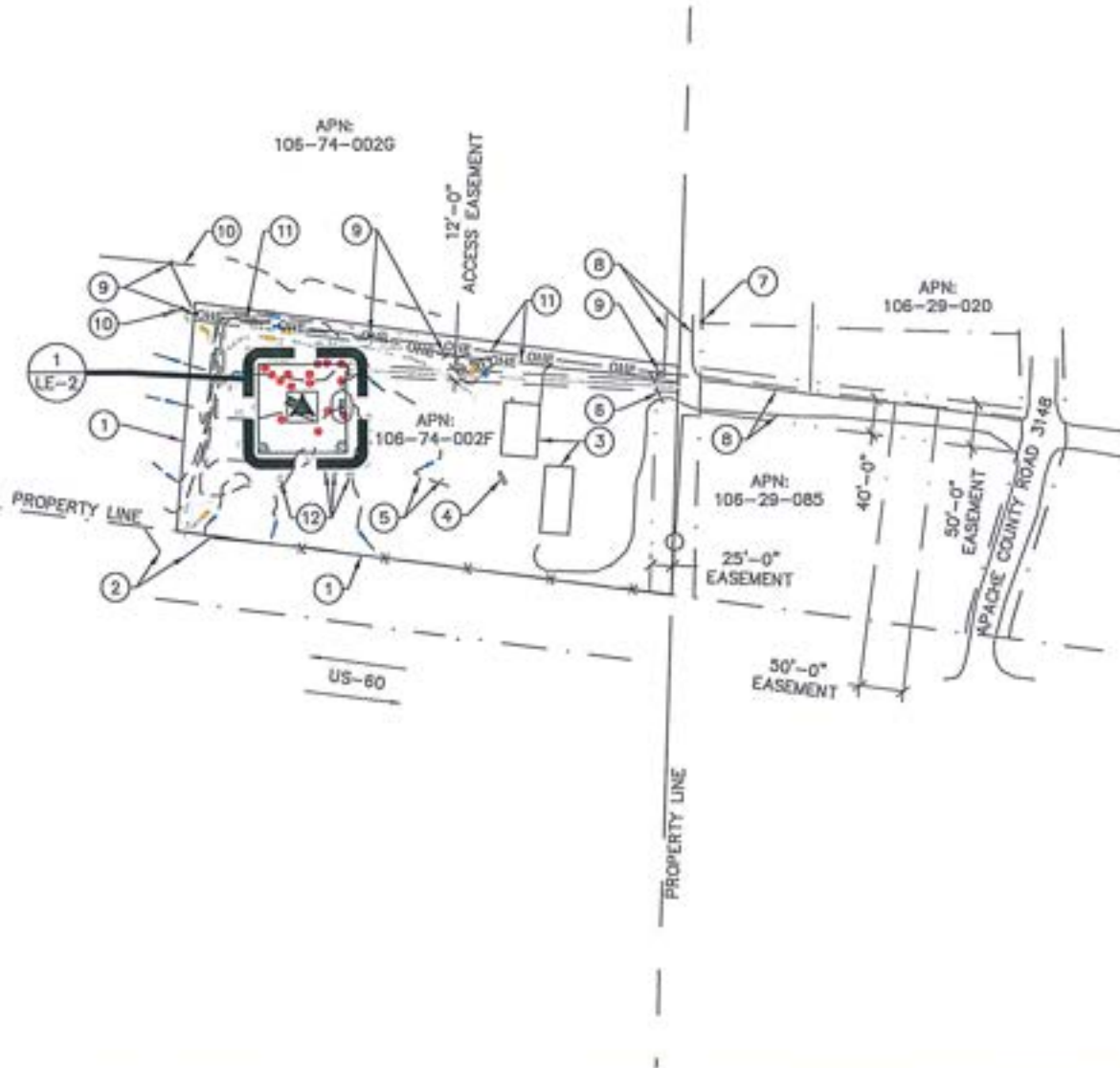
CAZ 23Sept2022

EXHIBIT B
DESCRIPTION OF PREMISES

Page 1 of 3

COMPOUND PLAN KEY NOTES: (f)

1. (E) BARBED WIRE FENCE
2. (E) BARBED WIRE FENCED GATE (TYP.)
3. (E) BUILDING (TYP.)
4. (E) PROPANE TANK
5. (E) SEWER CLEANOUT
6. (E) STORM DRAIN PIPE
7. (E) TELCO PEDESTAL
8. (E) DIRT ROAD
9. (E) POWER POLE (TYP.)
10. (E) GUY WIRE (TYP.)
11. (E) OVERHEAD POWER LINE (TYP.)
12. (E) TREE (TYP.)



SITE PLAN

SCALE: 1"=200'-0" (8.5"x11")

LE-1

LEASE EXHIBIT - REVISION B
VERNON FIRE STATION, AZ
AZ 003723

NEW BUILD

COUNTY ROAD 3148,
VERNON, AZ 85940
APACHE COUNTY



400 NORTHRIDGE ROAD,
SUITE 325
ATLANTA, GA 30350
PHONE: (678) 338-5960
FAX: (678) 338-5961



1337 E. DESERT FLOWER LANE
PHOENIX, AZ 85048
PHONE: (480) 213-8524

SUBMITTALS

NO.	DATE	DESCRIPTION
A	09/30/22	REVIEW
B	11/10/22	REVISION

Site Name: Vernon Fire Station, AZ
Site ID: AZ003723

CAZ 23Sept2022

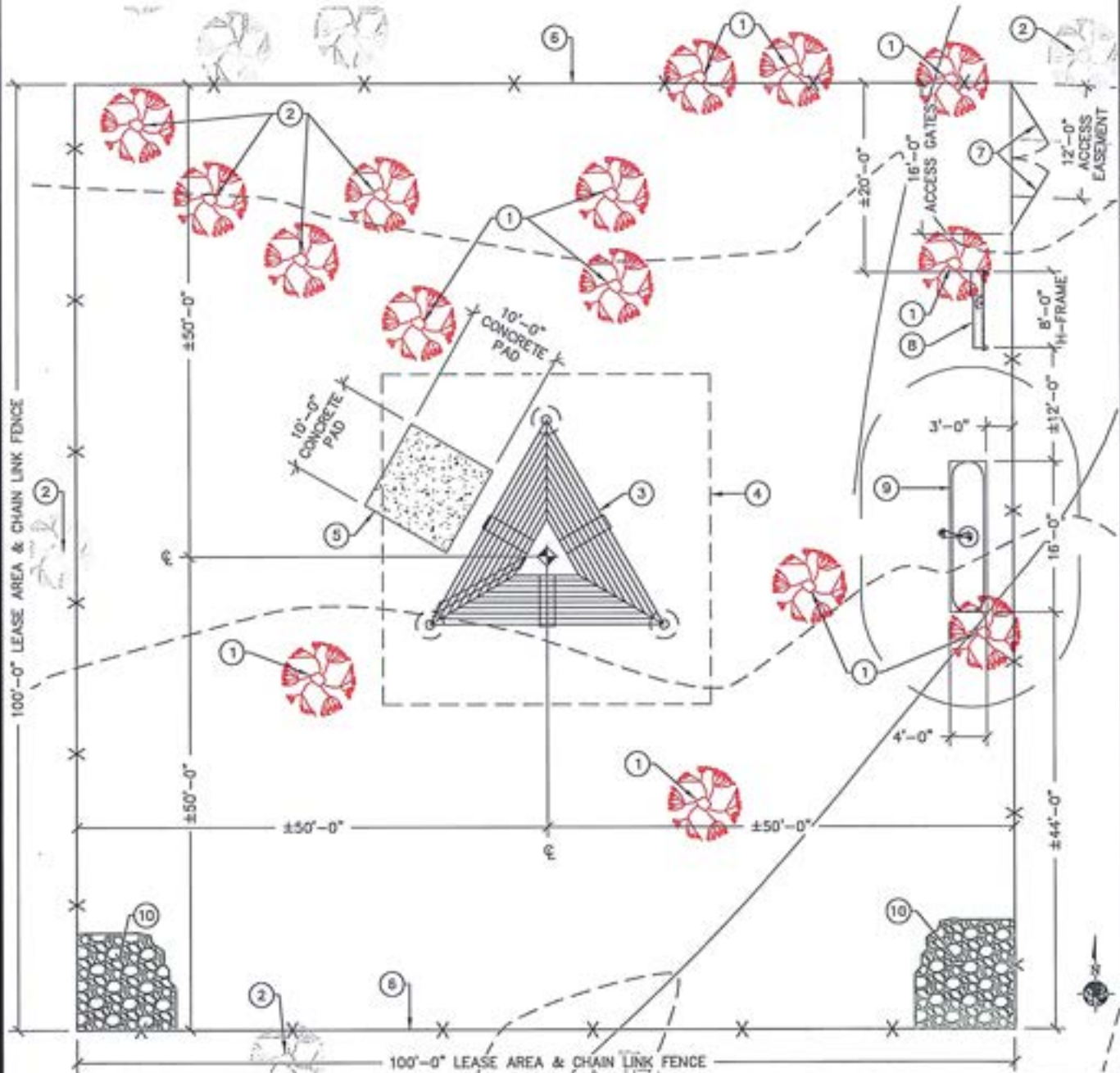
EXHIBIT B

Page 2 of 3

COMPOUND PLAN KEY NOTES: (8)

1. (E) TREE (TYP.) TO BE REMOVED TO ACCOMMODATE LEASE AREA
2. (E) TREE (TYP.) TO REMAIN
3. (N) 195'-0" TALL SELF-SUPPORT TOWER
4. (N) TOWER FOUNDATION AREA (APPROXIMATE)
5. (N) 10'x10' EQUIPMENT CONCRETE PAD

6. (N) 6" TALL CHAIN LINK FENCED COMPOUND WITH 1' BARBED WIRE ON TOP (7' TALL OVERALL HEIGHT)
7. (N) (2) 8' WIDE FENCED ACCESS GATES
8. (N) UTILITY H-FRAME WITH MULTI-METER BANK
9. (N) PROPANE TANK
10. (N) SITE GRAVEL WITHIN FENCED COMPOUND



OVERALL SITE PLAN

SCALE: 1/16"=1'-0" (8.5"x11")

LE-2

LEASE EXHIBIT - REVISION B
VERNON FIRE STATION, AZ
AZ 003723

NEW BUILD

COUNTY ROAD 314B,
VERNON, AZ 85940
APACHE COUNTY



400 NORTHRIDGE ROAD,
SUITE 325
ATLANTA, GA 30350
PHONE: (678) 338-5950
FAX: (678) 338-5961



1337 E. DESERT FLOWER LANE
PHOENIX, AZ 85048
PHONE: (480) 213-8524

SUBMITTALS

NO.	DATE	DESCRIPTION
A	09/30/22	REVIEW
B	11/10/22	REVISION

Site Name: Vernon Fire Station, AZ
Site ID: AZ003723

CAZ 23Sept2022

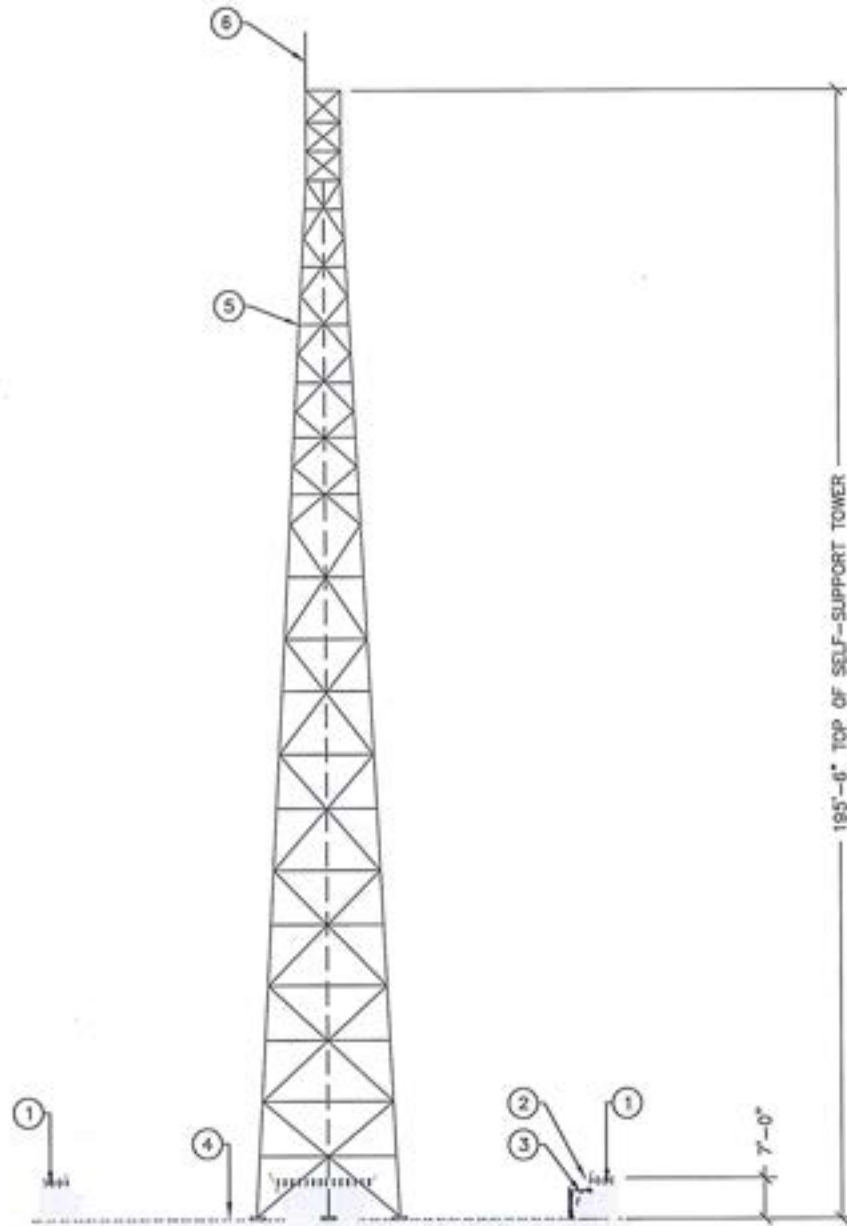
EXHIBIT B
DESCRIPTION OF PREMISES

Page 3 of 3

Lessor agrees that Lessee may also have easements for the use of any existing access drive or utility route, and for any other ingress, egress, telephone and electrical power routes on, over, under or across the Property as Lessee and/or telephone and electrical providers may reasonably determine. The easements for ingress, egress, and utilities from a public right-of-way across the Property will be twenty-five feet (25') wide or as otherwise specified in this Exhibit "B".

ELEVATION KEY NOTES: Ⓢ

1. (N) 6" TALL CHAIN LINK FENCED COMPOUND WITH 1' BARBED WIRE ON TOP (7' TALL OVERALL HEIGHT)
2. (N) UTILITY H-FRAME WITH MULTI-METER BANK (BEHIND)
3. (N) PROPANE TANK
4. (N) EQUIPMENT CONCRETE PAD (BEHIND)
5. (N) 195'-0" TALL SELF-SUPPORT TOWER
6. (N) LIGHTNING ROD



SITE ELEVATION

SCALE: 1/32"=1'-0" (8.5"x11")

LE-3

LEASE EXHIBIT – REVISION B
 VERNON FIRE STATION, AZ
 AZ 003723

NEW BUILD

COUNTY ROAD 3148,
 VERNON, AZ 85940
 APACHE COUNTY



400 NORTHRIDGE ROAD,
 SUITE 325
 ATLANTA, GA 30350
 PHONE: (678) 338-5960
 FAX: (678) 338-5961



1337 E. DESERT FLOWER LANE
 PHOENIX, AZ 85048
 PHONE: (480) 213-8524

SUBMITTALS

NO.	DATE	DESCRIPTION
A	09/30/22	REVIEW
B	11/10/22	REVISION

Site Name: Vernon Fire Station, AZ
 Site ID: AZ003723

EXHIBIT C
Protected Bird Guidance

PURPOSE

To: Lessee

As you are aware, your Lease Agreement ("Agreement") with Vernon Fire District ("Lessor") requires you and your contractors to be in compliance with all laws, and to secure all permits and licenses which would be associated with services provided or work completed at the Property. The purpose of this memorandum is to communicate to you Lessor's Protected Bird Guidance policy, based upon federal and state law.

"Protected Birds" include all raptors (e.g. bald and golden eagles, osprey, hawks, etc.), all migratory birds and all endangered species.

"Active Nest" includes not only nests containing chicks or eggs, but also sites where a Protected Bird may be: (i) beginning to build a nest; (ii) where a Protected Bird may be perching on a nest; or (iii) where a Protected Bird has been circling the tower in anticipation of nest building.

"Work" includes any activity at a site that could disturb the Protected Bird, including but not limited to, antenna installations, repair and replacements, climbed inspections, tower modifications, foundation modifications, lighting repairs and certain ground activities depending upon the nature of the activity.

"Lessor-Directed Work" means Work performed by Lessor or its contractors.

PROCESS FOR LESSEE OR LESSEE'S CONTRACTOR DIRECTED WORK

- A. Work performed by Lessee or its contractors is not Lessor-Directed Work.
- B. If tower climbing Work is to be performed near an Active Nest, the Lessee or Lessee's contractors must provide written approval ("Agency Approval") of the proposed Work by the US Fish and Wildlife Service (the "Agency") to Lessor before the Work may commence.
- C. Agency Approval will be required when:
 - i. It is unclear whether the nest is an Active Nest;
 - ii. It is an Active Nest, but only ground Work is being considered; and
 - iii. It is an Active Nest and it is an issue of health and safety and a "take" or similar permit will be requested. Otherwise, the US Fish and Wildlife Service does not allow climbing of any tower where there is an Active Nest.
- D. If the nest is an eagle nest, additional restrictions will apply, including a prohibition on the removal of inactive nests without a permit. Also, the eagle breeding season varies according to location and can last nine months.
- E. Lessor will accept an email from Lessee stating the date and time of Agency contact, the name and telephone number of the contact and the response of the Agency regarding whether Work may proceed.
- F. Lessor must review the Agency Approval prior to any Work proceeding.
- G. Lessor will accept a report from a biologist hired by Lessee determining that the nest is inactive. If there is any question, Lessor may seek Agency review.
- H. Reports should be directed to Lessor, to the attention of the Fire Chief and will be reviewed ASAP upon receipt.
- I. Lessor will send an email to Lessee with its comments and/or approval.

Site Name: Vernon Fire Station, AZ

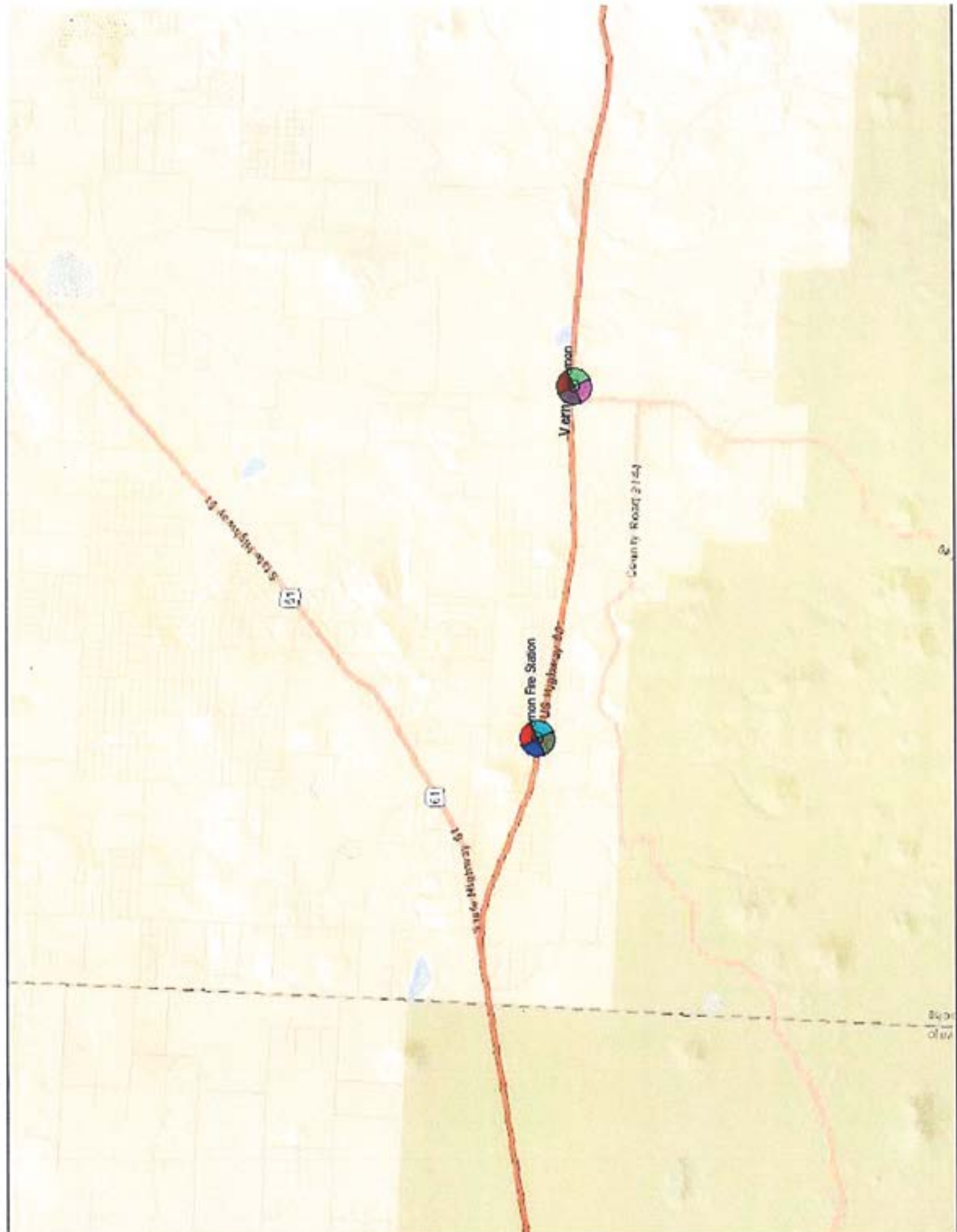
Site ID: AZ003723

J. Prior to removal of any inactive bird nest, the Lessor must be contacted for review of the facts and any necessary permits, and for approval. Eagle nests are protected under the most stringent regulations and must not be removed without a federal permit even if the nest is abandoned. Neither Lessee nor Lessee's contractors may disturb any eagle nest unless Lessee or Lessor is able to secure necessary permits, and Lessor provides the approval to do so.

K. Furthermore, Lessee and Lessee's contractors must comply with the following notice:

"LESSEE AND ALL CONTRACTORS ARE RESPONSIBLE FOR COMPLIANCE WITH ALL FEDERAL, STATE AND LOCAL WILDLIFE PROTECTION LAWS, INCLUDING ALL LAWS PROTECTING BIRDS AND BIRD NESTS. IF PROTECTED BIRD ACTIVITY IS NOTED, ALL WORK MUST CEASE UNTIL LESSEE HAS OBTAINED WRITTEN CLEARANCE TO PROCEED FROM THE APPLICABLE WILDLIFE PROTECTION AGENCY AND PROVIDED IT TO THE LESSOR. NO NESTS (WHETHER ACTIVE OR INACTIVE) MAY BE REMOVED FROM A TOWER OR OTHER STRUCTURE UNLESS WILDLIFE PROTECTION AGENCY CLEARANCE IS OBTAINED AND PRESENTED TO THE LESSOR."

Please direct any questions to the Fire Chief of the Vernon Fire District, P.O. Box 400, Vernon, AZ 85940, (928-207-6577).



State Highway 13

13

40

US Highway 40

Common Fire Station

Vernon

County Road 3144

Scale

ACS SERVICES LLC

ENGINEERING DESIGN • MATERIAL TESTING • CONSTRUCTION INSPECTION
DBE - SBE - WBE

REPORT OF GEOTECHNICAL INVESTIGATION

VERNON FIRE STATION

AZ 003723

LATITUDE – 34° 16' 39.1913" N

LONGITUDE – 109° 46' 49.7454" W

FIRE STATION #26, COUNTY ROAD 3148

VERNON, ARIZONA 85940

ACS PROJECT NO. 2201781

PREPARED FOR:

Mr. Sandeep A. Mane, P.E., S.E.
ABN ENGINEERING
1337 E. Desert Flower Lane
Phoenix, AZ 85048

PREPARED BY:

ACS Services LLC
2235 West Broadway Road
Mesa, Arizona 85202

Phone: 480-968-0190
www.acsservicesllc.com

October 6, 2022, Revised 10/14/22



Table of Contents

TRANSMITTAL LETTER	1
SCOPE	2
FIELD INVESTIGATION	2
LABORATORY TESTING	3
SITE CONDITIONS	3
GEOLOGIC HAZARDS	3
SITE GEOLOGY	4
RECOMMENDATIONS	4
Shallow Spread Footings - Equipment Shelter	4
Self-Support Tower Mat-Type Foundations	7
Drilled Shaft Foundations	8
Lateral Stability Analysis	12
Drainage	13
Slab Support	13
Fill Slope Stability	14
EARTHWORK	14
Site Preparation	14
Compaction and Moisture Content Recommendations	15
Shrinkage	16
Excavating Conditions	16
CONSTRUCTION OBSERVATION	16
LIMITATIONS	18

Appendices

Appendix A Figures 1, 2, and 3
Appendix B Boring Log
Appendix C Laboratory Test Data

ACS SERVICES LLC

ENGINEERING DESIGN • MATERIAL TESTING • CONSTRUCTION INSPECTION
DBE - SBE - WBE

October 6, 2022, Revised 10/14/22

Project 2201781

Mr. Sandeep A. Mane, P.E., S.E.
ABN ENGINEERING
1337 E. Desert Flower Lane
Phoenix, AZ 85048

RE: GEOTECHNICAL INVESTIGATION REPORT
VERNON FIRE STATION – AZ 003723
LATITUDE – 34° 16' 39.1913" N, LONGITUDE – 109° 46' 49.7454" W
FIRE STATION #26, County Road 3148
VERNON, ARIZONA 85940

Dear Sandeep:

Transmitted herewith is a copy of the final report of the subsurface soil and foundation investigation on the above-mentioned project. The services performed provide an evaluation at the selected locations of the subsurface soil and rock conditions throughout the zone of significant foundation influence. As an additional service, this firm may review the project plans and structural notes for conformance to the intent of this report.

This firm possesses the capability to provide testing and inspection services during the course of construction. Such quality control/assurance activities may include, but are not limited to, compaction testing as related to fill control, building foundation inspection, concrete sampling, and inspection of tower foundations and rock anchors. Please notify this firm if a proposal for such services is desired.

Should any questions arise concerning the content of this report, please feel free to contact this office at your earliest convenience.

Respectfully submitted,

ACS SERVICES LLC



Andrew Jamrogiewicz, P.E.
Engineering Department Manager
cc: (1) Addressee via email (pdf copy)



SCOPE

This report is submitted following a geotechnical investigation conducted by this firm for the proposed **VERNON FIRE STATION – AZ 003723**, a proposed communications facility, to be located at **Latitude – 35° 18' 39.1913" N, Longitude – 111° 17' 49.7454" W**, near Fire Station #26, County Road 3148 located in Vernon, Arizona 85940. Refer to Figure 1 in Appendix A for the location of the subject site with respect to surrounding roadways and landmarks.

The objectives of the investigation were to determine the physical characteristics of the soil and rock underlying the site and to provide final recommendations for safe and economical foundation design and slab support. The proposed development will consist of a up to 180-foot high self-support 3-leg tower, a prefabricated equipment shelter, and equipment slabs.

For purposes of tower design, the following summarizes the estimated factored reactions for the tower foundation design:

Moment at base = 4,250 Ft-kips
Leg Reaction, Max Shear = 30 kips
Leg Reaction, Max Uplift = 300 kips
Leg Reaction, Max Down/Compression = 325 kips

The prefabricated equipment shelter will weigh 70,000 pounds, plus an additional 18,000 pounds for included cabinets. For purposes of shallow foundation design for the prefabricated equipment shelter, the maximum wall load has been assumed to be as summarized below:

	Maximum Wall Load (KLF)	Maximum Isolated Load (Kips)
Shallow Spread Foundations	6.0	98

The recommendations for site grading contained in this report do not address the presence or removal of contaminants from the site soils.

FIELD INVESTIGATION

On August 31, 2022, this firm advanced one (1) exploratory test boring (6.25-inch hollow stem auger) for examination of the subsurface profile to a depth of 40.2 feet below the existing site grade. The soils encountered were examined, visually classified and wherever applicable, sampled. Refer to the Boring Log in Appendix B for a detailed description of the subsurface soil conditions at the specified location. Refer to Figure 2 in Appendix A for the approximate location of the boring.



LABORATORY TESTING

A bulk shallow subgrade soil sample was obtained during the field investigation and was subjected to the following laboratory analyses:

Test	Sample(s)	Purpose
Consolidation	Undisturbed native soils (1)	Allowable soil bearing capacity and settlement analysis
Sieve Analysis and Atterberg Limits	Native soils (3)	Soil classification
Proctor	Native soils (1)	Moisture-Density Relationship
Swell	Remolded native soils (1)	Potential for heave upon wetting

Refer to Appendix C of this report for the results of the laboratory testing.

SITE CONDITIONS

General Notes:

- | | |
|-------------------------------------|--|
| (1) Topographic relief | The proposed tower site is generally flat. |
| (2) Fill | No apparent fill at the tower site. |
| (3) Evidence of surface disturbance | The surface of the site in the area of the proposed tower has not been significantly disturbed. There are power lines and water trenches located to the west. |
| (4) Site use | There are two prefab structures located to the east. The site is heavily vegetated with knee high grass and tall trees. Refer to Figure 2 in Appendix A for an aerial view of the current site conditions. |

GEOLOGIC HAZARDS

The following list represents a general summary of the on-site soil characteristics relative to engineering applications:

- | | |
|------------------------------|---|
| Depth to groundwater | - No groundwater was encountered |
| Potential for soil expansion | - Moderate to high based on the plasticity test data and swell test data for the upper existing soils |
| Potential for soil collapse | - Moderate based on the blow counts measured during the field exploration |



Existence of loose soil at foundation bearing elevation	- Probable
Potential for excessive differential soil movement	- Moderate to high based on the potential for soil expansion
Potential for earth subsidence fissures	- Not applicable
Frost depth	- 2.0 feet
Presence of caliche, bedrock or other hard stratum	- No hard stratum was encountered at the location of the boring. Refusal was encountered at 3 feet for a boring conducted approximately 15 feet east of B-1.
IBC Site Class	- D, stiff soil

SITE GEOLOGY

The upper 4 to 5 feet of the site soils are black, gravelly sand with no PI. Across the entire hilltop there are 2 to 3 inch clasts of volcanic basalt. At 10-foot depth the color transitioned to maroon then again at 15 feet to red brown and remained this color at termination of 50.5 feet. Overall composition stayed constant for entire depth. Using the USGS geologic map of this area this hill is composed of "Basalt flow of Merriam Crater". Shallow sandy soil allows little moisture to be retained and have sparse vegetation to grow on surface of hill. With little depth of 5 feet the porous basalt flow can retain little to no moisture. Refer to the boring log in Appendix B for a more detailed description of the subsurface soil conditions.

RECOMMENDATIONS

The recommendations contained herein are based upon the properties of the subsurface soil and rock conditions as described by the field and laboratory testing, the results of which are presented and discussed in this report. Alternate recommendations may be possible and will be considered upon request.

Shallow Spread Footings - Equipment Shelter

It is recommended that all isolated and wall foundations be embedded a minimum of 2.5 feet (frost depth is 2.0 feet) below the lowest adjacent existing grade within 5.0 feet of proposed foundations.

For all construction, 2.0 feet and 1.33 feet are recommended as the minimum width of isolated and continuous wall footings, respectively.

Alternatively, the foundation may bear on controlled fill by excavating the upper weak soil layer. The following tabulation may be used in the design of spread (isolated) and continuous (wall) foundations for the proposed structures.

The following tabulation may be used in the design of spread (isolated) and continuous (wall) foundations for the proposed site improvements.



Surface Level Foundations Bearing on Controlled Compacted Fill:

Foundation Depth (ft)	Bearing Stratum	Allowable Soil Bearing Pressure	Allowable Load	
			Wall (KLF)	Column (KIP)
2.5	Native undisturbed soil *	1500 PSF	4.5	74
2.5	0.5 feet of controlled compacted fill*	1750 PSF	5.2	86
2.5	1.0 feet of controlled compacted fill*	2000 PSF	6.0	98
2.5	1.5 feet of controlled compacted fill*	2250 PSF	6.7	110

*It is necessary that the thickness of controlled compacted fill required to achieve the design soil bearing pressure stated in the project plans lies beneath all foundations for the structures. The design soil bearing pressure is usually stated in the General Structural Notes (GSN) in the project structural plans. The controlled compacted fill should have a lateral extent of at least twice the specified fill thickness beyond the edges of wall or column footing pads.

Surface Level Foundations Bearing on Native Undisturbed Soil:

Foundation Depth (ft)	Bearing Stratum	Allowable Soil Bearing Pressure	Allowable Load	
			Wall (KLF)	Column (KIP)
2.5	Native undisturbed soil	1500 PSF	4.5	74
3.0	Native undisturbed soil	1750 PSF	5.2	86
3.5	Native undisturbed soil	2000 PSF	6.0	98
4.0	Native undisturbed soil	2250 PSF	6.7	110

A mixture of 2-sack ABC/cement slurry may be utilized in the lower portions of the foundation excavations for footings bearing on native undisturbed soil. If 2-sack ABC/cement slurry is used, a minimum of 2.0 feet of the mixture should underlie a conventional foundation depth of 1.5 feet (for an allowable soil bearing pressure of 2000 PSF). The width of the mixture of 2-sack ABC/cement slurry shall equal the width of the footing.

Explanations

Foundation Embedment Depth - i.e.,

- A) The depth below the lowest adjacent exterior pad grade within 5.0 feet of proposed exterior walls;
- B) The depth below finish compacted pad grade provided that a sufficient pad blow-up (the lateral extent to which the building pad is constructed beyond the limits of the exterior walls

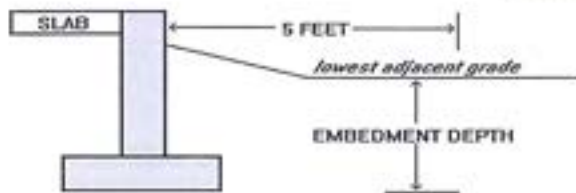


or other structural elements, inclusive of exterior column foundations) has been incorporated into the grading and drainage design (5.0 feet or greater);

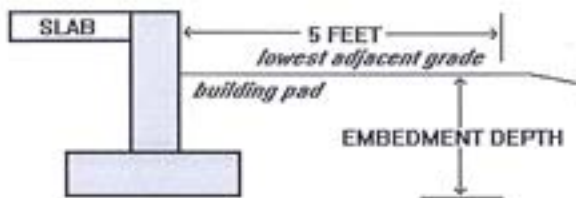
C) The depth below finish floor level for interior foundations.

FOUNDATION EMBEDMENT

Condition A



Condition B



It is anticipated that differential settlement of foundation systems will be limited to $\frac{1}{2}$ inch. It is anticipated that the magnitude of differential settlement will be roughly $\frac{1}{4}$ inch if construction is performed in accordance with locally accepted standards and the recommendations contained herein.

The allowable loads are based on a maximum footing size of 7.0 feet square for isolated spread foundations and maximum width of 3.0 feet for continuous wall spread footings. The weight of the foundation below grade may be neglected in dead load computations.

The previously tabulated allowable soil bearing pressure should be considered the allowable maximum for dead plus design live loads and may be increased by one-third when considering total loads, including wind or seismic forces or other transient loading conditions.

Shallow foundations that are adjacent to lower foundation areas must be stepped down so that their base is below the lower backfill materials, and below a line projected upward from the nearest lower foundation edge at a 45 degree angle. In no case should ancillary structures be designed or constructed, whose foundations will bear into deeper, non-approved backfills.

This firm recommends that isolated footings, continuous footings, and stem walls be reinforced, and bearing walls be constructed with frequent joints to better distribute stresses in the event of



localized foundation movements. Similarly, all masonry walls should be constructed with both vertical and horizontal reinforcement.

This firm recommends that continuous footings and stem walls be reinforced, and bearing walls be constructed with frequent joints to better distribute stresses in the event of localized foundation movements. Similarly, all masonry walls should be constructed with both vertical and horizontal reinforcement.

It is strongly recommended that all foundation excavations be inspected (prior to the placement of reinforcing steel) by a representative of the project geotechnical engineer to ensure that they are free of loose soil which may have blown or sloughed into the excavations, the embedment depth is adequate, and the dimensions are in accordance with the project requirements. It will also be necessary for the geotechnical engineer to verify that the footings will bear on native undisturbed soil or controlled compacted fill with a minimum foundation embedment depth of 2.5 feet to achieve an allowable soil bearing pressure of 1500 PSF.

A minimum of MAG A (3000 PSI), or equivalent, concrete with Type II cement with air entraining admixture should be used for footings, stem walls and concrete slabs.

Self-Support Tower Mat-Type Foundation

A foundation system comprised of a buried large reinforced concrete footing with raised piers at each support leg may be used for the tower foundation. An allowable soil bearing pressure of **2500 PSF** (dead plus design live loads) may be assumed for a mat-type foundation bearing at a minimum depth of **4.5 feet** below the existing site surface on the upper native soils. An increase in the allowable soil bearing of 250 PSF may be assumed for each additional 0.5 feet of embedment.

The minimum thickness of the tower mat foundation should be 2 feet, but the required thickness should be determined by the project structural engineer. The concrete mat should be designed by a registered structural engineer. Columns or piers which may be incorporated as a part of this system should be designed such that adequate reinforcing steel is present to ensure proper stress distribution into and below the mat foundation.

The mat foundation should be covered with enough backfill so that the concrete and the overburden soil weight are adequate to resist the design uplift forces or overturning forces. An approximate unit weight of 90 PCF may be utilized to represent the backfill soils above the foundation.

The above recommended allowable bearing value is based on an estimated differential settlement of 0.25 inches.

A minimum of 3000 PSI concrete should be used for the mat-type footing. The concrete mix design should utilize Type II cement and appropriate air entraining admixture. Concrete with a maximum 4-inch slump should be used for the mat-type footing.



Drilled Shaft Foundations

Although drilled shaft foundations are considered, a mat foundation is preferred over drilled shaft foundations at the subject site.

The following table presents soil parameters to be used in computer programs to analyze lateral stability (such as LPILE), assuming a zone of neglect equal to 4.0 feet and the length to diameter ratio (L/D) is at least 4.0:

Depth (ft)	k Soil Modulus (pci)	Undrained Shear Strength (psf)	Internal Friction Angle (degrees)	Soil Unit Weight (PCF)
4 to 8 feet Dark brown, stiff to hard, fat clay with sand	1000	1000	29	105
9 to 40 feet Reddish brown, dense to very dense, silty sand with gravel	90	0	32	115

Vertical settlement of the drilled shafts due to axial loading is anticipated to be less than 0.5 inches.

In addition to neglecting the surface 4.0 feet of soil, the weight of the concrete foundation below grade was not considered in the design of the drilled shaft, with the exception of uplift.

The allowable skin friction for the proposed drilled shaft shall be according to the following table:

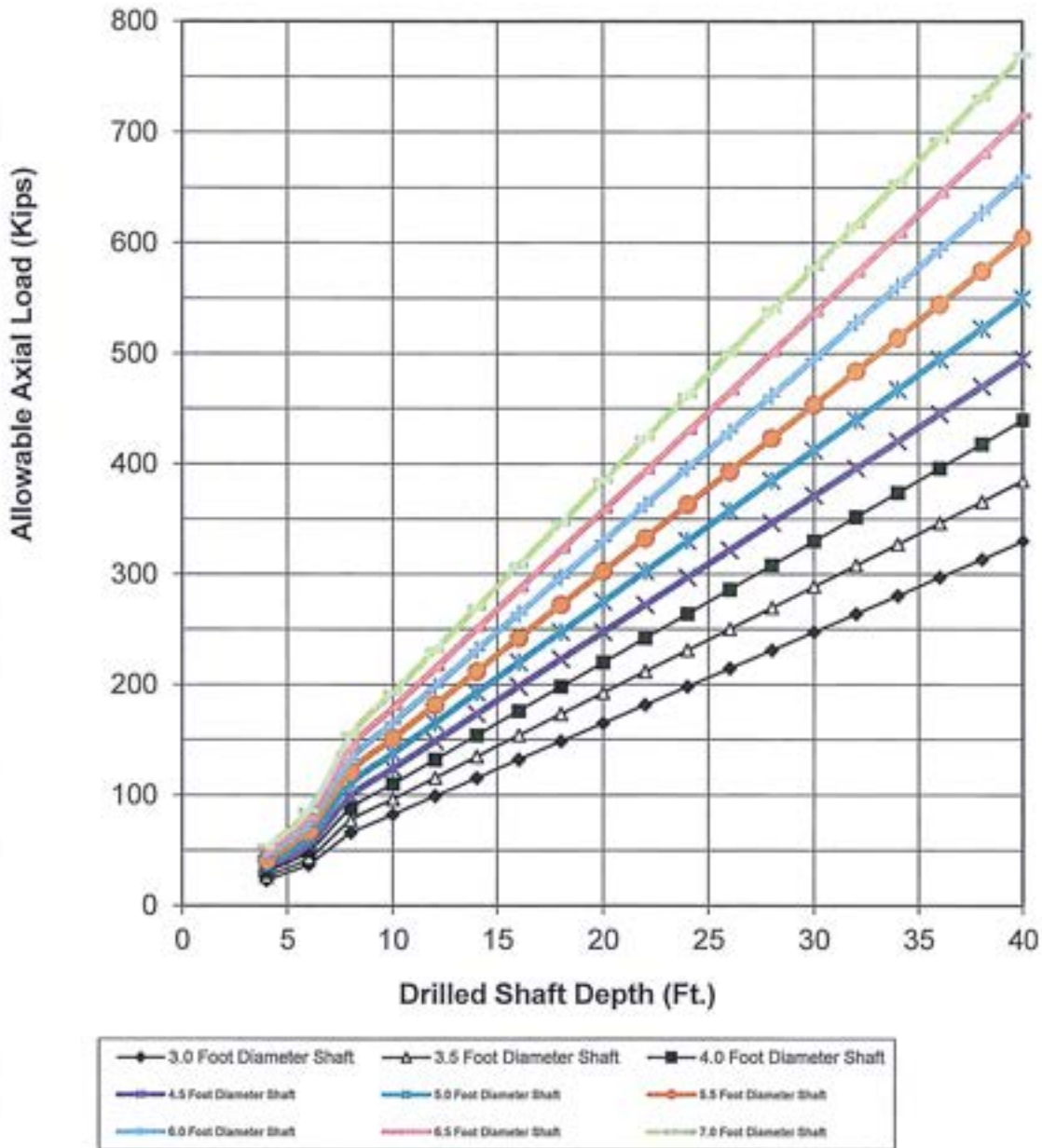
Shaft Interval (feet below the surface)	Allowable Skin Friction (KSF)
4 to 8	0.30
9 to 40	0.15

The following graphs depict the allowable axial capacity and uplift capacity versus depth for drilled shafts ranging in diameter from 3.0 to 7.0 feet.



Allowable Axial Load Vs. Depth

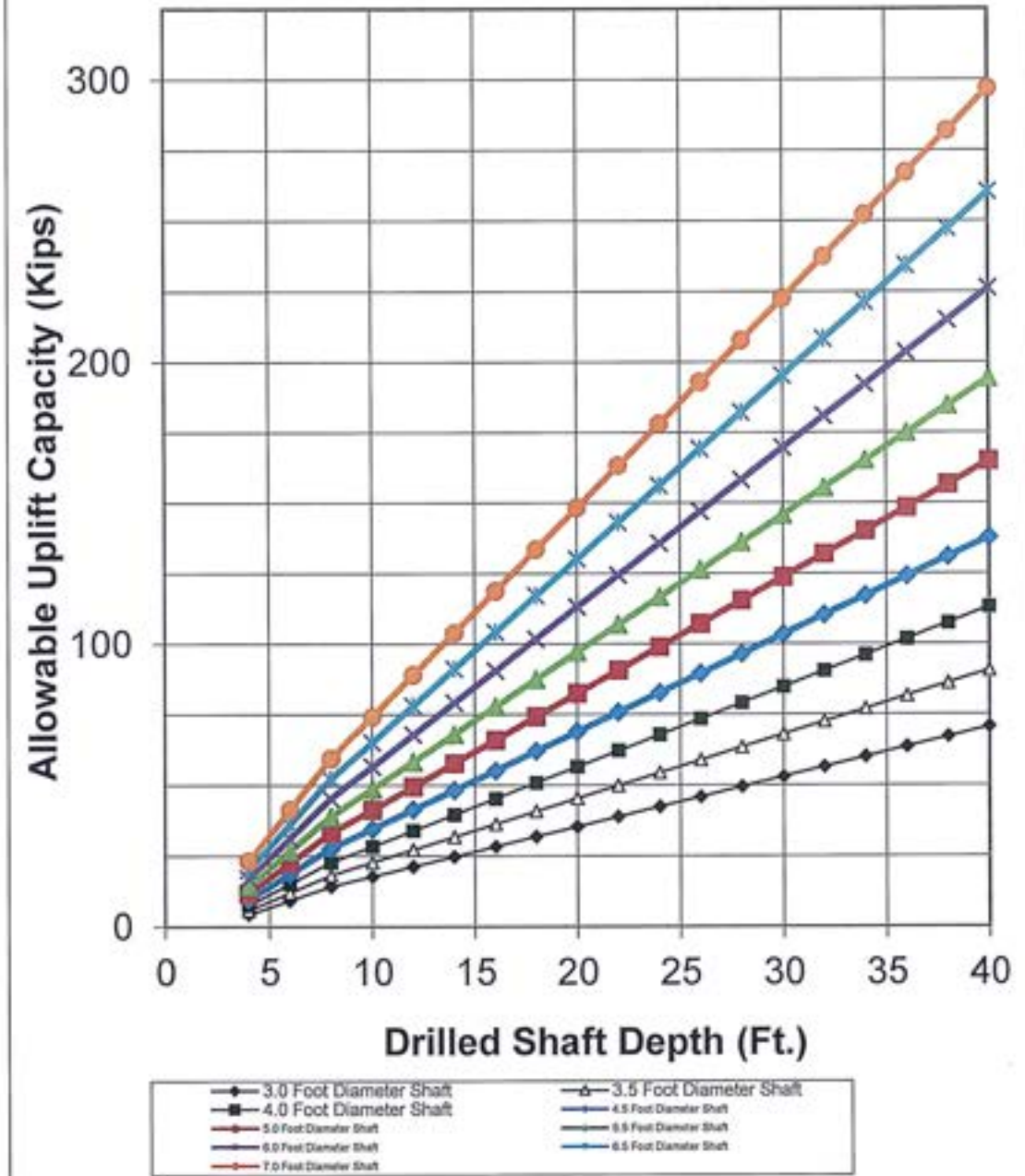
Surface Level Drilled Shafts





Allowable Uplift Capacity Vs. Depth

Surface Level Drilled Shafts





The appropriate shaft diameter and depth may be determined by the project structural engineer through a use of the design graphs and provided soil parameters.

For straight, machine-cleaned drilled shafts, **10.0 feet** below the existing grade is recommended as the minimum embedment depth. The embedment depth for surface level drilled shafts refers to the depth below the existing site elevation at the time of this study.

Drilled shafts may be spaced no closer than 3D (3 times the shaft diameter), center to center.

Prior to the placement of reinforcing steel or concrete, all drilled shaft excavations should be examined by the project geotechnical engineer or a representative thereof. The excavations should be inspected for location, plumbness, amount of loose and/or compressible material in the bottom of the excavation, and the depth and diameter of the shaft. Formal permission to proceed with construction should subsequently be given in a timely manner.

Unless otherwise specified in the project specifications, the excavation for a drilled shaft should be made so that the axis of the shaft at the top of the shaft is no more than 2 inches from its plan location. In addition, the drilled shaft should be within 2 percent of plumb for the total length of the shaft, with plumbness measured from the as-constructed position of the top of the excavation, provided the excavation meets the first tolerance noted above. The top elevation of the shaft should be no more than 1 inch above or 3 inches below the plan elevation and the diameter of the drilled shaft should be no less than the plan dimension. In order to minimize problems with the sides of the excavation becoming unstable, the excavation should be completed in a continuous operation and the concrete should be placed without undue delay. As such, the concrete should be placed the same day the excavation is completed.

Where possible, reinforcing steel should extend the full length of the drilled shaft. The clear spacing between bars of the rebar cage shall be at least three times the size of the maximum coarse aggregate. Heavy coatings of rust, chemicals, or other surface contaminants (including soil) must be removed before placement.

A minimum of MAG A (3000 PSI), or equivalent, concrete with Type II cement should be used for drilled shaft foundations. The concrete should be designed, from a strength standpoint, so that the slump during placement is in the range of 4 to 6 inches. Admixtures and retarders are not recommended for use in the concrete for the drilled shafts. Steps should be taken to prevent an appreciable loss of concrete slump during placement and excessive concrete shrinkage subsequent to placement.

Concrete should be placed through a hopper or other device approved by the project geotechnical engineer so that it is channeled in such a manner to free fall and clear the walls of the excavation and reinforcing steel until it strikes the bottom. Adequate compaction will be achieved by free fall of the concrete up to the top 5 feet. The top 5 feet of concrete should be vibrated internally in order to achieve proper compaction.



As mentioned previously, continuous observation of the construction of drilled shafts should be carried out by the geotechnical engineer or a representative thereof. He should also verify proper diameter, depth, and cleaning, and should also verify the nature of materials encountered in the shaft excavations.

Concrete placement should be continuously observed to ensure that it meets requirements. A quality control report should be submitted on each shaft, stating, in writing, that all details have been observed and requirements were met.

Lateral Stability Analyses

The following tabulation presents recommendations for lateral stability analyses for native undisturbed soil, controlled compacted fill, and the sandstone bedrock for foundation and retaining wall design:

^aFoundation Toe Pressures..... 1.33 x max. allowable

	Native Undisturbed Soils	Controlled Compacted Fill
^b Lateral Backfill Pressures:		
Unrestrained walls	38 psf/ft.	34 psf/ft.
Restrained walls ^c	56 psf/ft.	52 psf/ft.
Lateral Passive Pressures For Surficial Soils:		
Continuous walls/footings	195 psf/ft.	240 psf/ft.
Spread columns/footings	291 psf/ft.	358 psf/ft.
Coefficient of Base Friction For Surficial Soils:		
Independent of passive resistance	0.53	0.62
In conjunction with passive resistance	0.36	0.42

Superscript Explanations

^aIncrease in allowable foundation bearing pressure (previously stated) for foundation toe pressures due to eccentric or lateral loading.

^bEquivalent fluid pressures for vertical walls and horizontal backfill surfaces (maximum 12.0 feet in height). Pressures do not include temporary forces during compaction of the backfill, expansion pressures developed by overcompacted clayey backfill, hydrostatic pressures from inundation of backfill, or surcharge loads. Walls should be suitably braced during backfilling to prevent damage and excessive deflection.

^cThe backfill pressure can be reduced to the unrestrained value if the backfill zone between the wall and cut slope is a narrow wedge (width less than one-half height).



Drainage

Due to the adverse affect that increasing moisture may have on the subsurface soils, landscaped or open areas adjacent to the proposed tower and equipment shelter foundations should be constructed with positive slopes to allow positive drainage of surface water from the structures. Careful consideration should be given to the collection and drainage of runoff and to the location and design of planters, drainage paths, and water retention areas. **In no case should long-term ponding be allowed near structures.**

In unpaved areas it is suggested that finished slopes extend a minimum of 10 feet horizontally from enclosure walls and have a minimum vertical fall of 3 inches. Minimum grades of 2 percent should be maintained where the horizontal slope distance exceeds 10 feet. All footing and utility trench backfill should be well compacted to minimize the possibility of moisture infiltration through loose soil.

Slab Support

Site grading within the building areas should be accomplished as recommended herein. Aggregate base course (ABC) floor fill should immediately underlie interior grade floor slabs with a typical thickness of 4.0 inches. The aggregate base material should conform to the requirements of Section 702 under Sub-section 702.2 "Crushed Aggregate" of the "Uniform Standard Specifications for Public Works Construction" sponsored by the Maricopa Association of Governments and all supplements.

Building pads for conventional systems should be constructed with sufficient lateral pad "blow-up" to accommodate the entire perimeter slab width.

Special note for slab support: Due to the moderately to highly expansive nature of the upper sandy clay to clayey sand native soils, it is recommended that 1.5 feet of low expansion potential import soils lie beneath the ABC for all interior and exterior unreinforced slabs. As such, the site soils should not be utilized in the upper 1.5 feet of the building pads and surrounding fills. In other words, unreinforced exterior slabs, curbs, gutters, and sidewalks must be underlain by 18.0 inches of non-expansive import soil (beneath any ABC).

To further reduce the potential for slab related damage in conjunction with conventional systems, we recommend the following:

1. Placement of effective control joints on relatively close centers.
2. Proper moisture and density control during placement of subgrade fills.
3. Provision for adequate drainage in areas adjoining the slabs.
4. Use of designs which allow for the differential vertical movement described herein between the slabs and adjoining structural elements, i.e. ½ inch.

Four (4) inches of aggregate base course (ABC) floor fill should immediately underlie interior floor slabs. The aggregate base material should conform to the requirements of Section 702 discussed earlier for unreinforced concrete slab.



A minimum of MAG A (3000 PSI), or equivalent, concrete with Type II cement should be used for reinforced concrete slabs.

Fill Slope Stability

The maximum fill slopes may conform to a 2:1 (horizontal:vertical) ratio if fill is placed in accordance with the recommendations contained herein.

EARTHWORK

The following final earthwork recommendations are presented as a guide in the compilation of construction specifications. The final recommendations are not comprehensive contract documents and should not be utilized as such.

Site Preparation

It is recommended that any grass, trees inclusive of root systems, and any other deleterious material be removed from proposed structure areas at the commencement of site work.

Following removal of the above-listed items, the uppermost 8.0 inches of the existing fill soils should be scarified, moisture processed and properly compacted in accordance with the section on compaction and moisture content recommendations in all areas (i.e. slab support areas and proposed pavement areas), prior to the placement of structural fill or resultant in a cut situation.

All removed fill and native soils are considered by this firm to be suitable **in limited areas described herein** for use as engineered fill (i.e. not in the upper 18.0 inches of the building pads for support of conventional unreinforced concrete slabs and surrounding fills), provided that they are free of vegetation, debris, and oversized rock particles (greater than 3.0 inches).

Special note for slab support: Due to the moderately to highly expansive nature of the upper sandy clay to clayey sand native soils, it is recommended that 1.5 feet of low expansion potential import soils lie beneath the ABC for all interior and exterior unreinforced slabs. As such, the site soils should not be utilized in the upper 1.5 feet of the building pads and surrounding fills. In other words, unreinforced exterior slabs, curbs, gutters, and sidewalks must be underlain by 18.0 inches of non-expansive import soil (beneath any ABC).

Inspect the stripped areas and remove any debris, and any unstable (loose, disturbed, wet, etc.) soils remaining.

Complete removal and cleaning of any undesirable materials and proper backfilling of depressions will be necessary to develop support for the proposed facilities. Widen all depressions as necessary to accommodate compaction equipment and provide a level base for placing any fill. All fill shall be properly moistened and compacted as specified in the section on compaction and moisture content recommendations.



All subbase fill required to bring the structure areas up to subgrade elevation should be placed in horizontal lifts not exceeding six inches compacted thickness or in horizontal lifts with thicknesses compatible with the compaction equipment utilized.

It is the understanding of this firm that various utility trenches may traverse the site. The backfill of all utility trenches, if not in conformance with this report, may adversely impact the integrity of the utility line construction. This firm recommends that all utility trench backfill be inspected and tested to ensure full conformance with this report. Untested utility trench backfill may place the owner at greater risk in terms of potential unwanted utility line, slab, and foundation movement.

Compaction and Moisture Content Recommendations

Compaction of backfill, subgrade soil, subbase fill, and base course materials for structural or pavement support should be accomplished in accordance with the following density criteria:

<u>Material</u>	<u>Percent Compaction (ASTM D698)</u>
On-site native clay soils (PI \geq 12):	
Building areas below foundation level	95 min.
Building areas above foundation level	85-92
(Not to be used in the upper 1.5 feet of building pad for unreinforced slabs)	
Below asphalt pavements	95 min.
On-site deeper native soils (PI<12) and imported fill material:	
Building areas below foundation level	95 min.
Building areas above foundation level	95 min.
Below asphalt pavements	95 min.
Base course:	
Below asphalt pavements	100 min.
Below interior concrete slabs	95 min.

Increase the required degree of compaction to a minimum of 98 percent for fill materials greater than 5.0 feet below final grade.

During construction and prior to concrete placement, moisture contents should be controlled as follows:

<u>Material</u>	<u>Compaction Moisture Content Range</u>
On-site native clay soils (PI \geq 12):	
Building areas below foundation level	optimum to optimum +4%
Building areas above foundation level	optimum to optimum +4%
(Not to be used in the upper 1.5 feet of building pad for unreinforced slabs)	
Below asphalt pavements	optimum -3 to optimum +1%
On-site deeper native soils (PI<12) and imported fill material:	
Building areas below foundation level	optimum -2 to optimum +2%
Building areas above foundation level	optimum -2 to optimum +2%
Below asphalt pavements	optimum -2 to optimum +2%



Note: The recommendations previously tabulated under the heading entitled "Above Foundation Level" also apply to the subgrade in exterior slab, sidewalk, curb, and gutter areas except as otherwise noted.

Any soil disturbed during construction shall be compacted to the applicable percent compaction as specified herein. Natural undisturbed soils or compacted soils subsequently disturbed or removed by construction operations should be replaced with materials compacted as specified above.

All imported fill material to be used as structural-supporting fill, should be free of vegetation, debris, and other deleterious material and meet the following requirements:

Maximum Particle Size	4 inches
Maximum Plasticity Index	15
Maximum Passing #200 Sieve	60 percent
Maximum Expansion	1.5 %*

* - Performed on a sample remolded to 95 percent of the maximum ASTM D698 density at roughly 2.0 percent below the optimum moisture content, under a 100 psf surcharge.

Water settling and/or slurry shall not be used, in any case, to compact or settle surface soils, fill material, or trench backfill within 10.0 feet of any proposed structure.

Shrinkage

Assuming the average degree of compaction will approximate 95 percent of the standard maximum density, the approximate shrinkage of the reworked upper site soils should be 10 to 15 percent based on the laboratory test data. This may result in a vertical elevation change of approximately 0.10 to 0.15 feet following the pre-compaction effort.

Excavating Conditions

Excavations into the site subsurface soils, extending to a depth up to 40 feet should be possible with conventional excavating equipment.

Excavations greater than 4.0 feet should be sloped or braced as required to provide personnel safety and satisfy local safety code regulations.

CONSTRUCTION OBSERVATION

ACS Services LLC should be retained to provide documentation that the recommendations set forth are met. These include but are not limited to documentation of site clearing activities, verification of fill suitability and compaction, and inspection of footing excavations. Relative to field density testing, a minimum of 1 field density test should be taken for every 2500 square feet of building area, per 6.0-inch layer of compacted fill.

Prior to construction, we recommend the following:



1. Consultation with the design team in all areas that concern soils and rocks to ensure a clear understanding of all key elements contained within this report.
2. Review of the General Structural Notes to confirm compliance to this report and determination of which allowable soil bearing capacity has been selected by the project structural engineer (this directly affects the extent of earthwork and foundation preparation at the site).
3. This firm be notified of all specific areas to be treated as special inspection items (designated by the architect, structural engineer or governmental agency).

Relative to the involvement of **ACS Services LLC** with the project during the course of construction, we offer the following recommendations:

1. The site or development owner should be directly responsible for the selection of the geotechnical consultant to provide testing and observation services during the course of construction.
2. **ACS Services LLC** should be contracted by the owner to provide the course of construction testing and observation services for this project, as we are most familiar with the interpretation of the methodology followed herein.
3. All parties concerned should understand that there exists a priority surrounding the testing and observation services completed at the site. From a geotechnical perspective, it is imperative to understand the following priority list, presented in order of decreasing priority.
 - A. Fill control for building pads (verification of over-excavation depths and lateral extents, compaction testing, and the general monitoring of fill placement).
 - B. Foundation observations (compliance with the General Structural Notes, depths, bearing strata, drilled shaft depth, etc.).
 - C. Structural or retaining wall backfill testing.
 - D. Utility trench backfill
 - E. Special inspections as dictated by the local municipality.
 - F. Concrete sampling and testing for footings, stem walls and concrete slabs.
 - G. Subgrade testing for proposed pavement areas.
 - H. ABC testing for proposed pavement areas.
 - I. Asphaltic concrete testing for proposed pavement areas.
 - J. Subgrade preparation for on-site sidewalk or slab areas
 - K. Grout sampling and testing, where applicable.
 - L. Mortar sampling and testing, where applicable.
 - M. Special inspections to verify rock quality and depth during tower anchor installation.

It shall be another entity's responsibility to schedule all testing and observation services, to coincide with the progress of construction. Since this firm is not a contributor to the construction schedule, we do not possess an inherent knowledge as to when our services shall be needed or required.



LIMITATIONS

Since our investigation is based upon review of background data, the site materials observed, selected laboratory testing and engineering analysis, the conclusions and recommendations are professional opinions. Our professional services have been performed using that degree and skill ordinarily exercised, under similar circumstances, by reputable geotechnical engineers practicing in this or similar localities. These opinions have been derived in accordance with current standards of practice and no other warranty, express or implied, is made.

This report is not intended as a bidding document, and any contractor reviewing this report must draw his own conclusions regarding specific construction techniques to be used on this project.

The scope of services carried out by **ACS Services LLC** does not include an evaluation pertaining to environmental issues. If these services are required by the lender, we would be most pleased to discuss the varying degrees of environmental site assessments.

The materials encountered on the subject site and utilized in our laboratory analysis are believed to be representative of the total area; however, soil and rock materials do vary in character between points of investigation. The recommendations contained in this report are based on the assumption that the soil conditions do not deviate appreciably from those disclosed by the investigation. Should unusual material or conditions be encountered during construction, the soil engineer must be notified so that he may make supplemental recommendations if they should be required.

This report is issued with the understanding that it is the responsibility of the owner to see that its provisions are carried out or brought to the attention of those concerned. In the event that any changes of the proposed project are planned, the conclusions and recommendations contained in this report shall be reviewed and the report shall be modified or supplemented as necessary.



DEFINITION OF TERMINOLOGY

Allowable Soil Bearing Capacity	The recommended maximum contact stress developed at the interface of the foundation element and the supporting material.
Aggregate Base Course (ABC)	A sand and gravel mixture of specified gradation, used for slab and pavement support.
Backfill	A specified material placed and compacted in a confined area.
Base Course	A layer of specified material placed on a subgrade or subbase.
Base Course Grade	Top of base course.
Bench	A horizontal surface in a sloped deposit.
Caisson	A concrete foundation element cased in a circular excavation, which may have an enlarged base. Sometimes referred to as a cast-in-place pier.
Concrete Slabs-on-Grade	A concrete surface layer cast directly upon a base, subbase, or subgrade.
Controlled Compacted Fill	Engineered Fill. Specific material placed and compacted to specified density and/or moisture conditions under observation of a representative of a soil engineer.
Differential Settlement	Unequal settlement between or within foundation elements of a structure.
Existing Fill	Materials deposited through the action of man prior to exploration of the site.
Expansive Potential	The potential of a soil to increase in volume due to the absorption of moisture.
Fill	Materials deposited by the action of man.
Finish Grade	The final grade created as a part of the project.
Heave	Upward movement due to expansion or frost action.
Native Grade	The naturally occurring ground surface.
Native Soil	Naturally occurring on-site soil.
Overexcavate	Lateral extent of subexcavation.
Rock	A natural aggregate of mineral grains connected by strong and permanent cohesive forces. Usually requires drilling, wedging, blasting, or other methods of extraordinary force for excavation.
Scarify	To mechanically loosen soil or break down the existing soil structure.
Settlement	Downward movement of the soil mass and structure due to vertical loading.
Soil	Any unconsolidated material composed of disintegrated vegetable or mineral matter, which can be separated by gentle mechanical means, such as agitation in water.
Strip	To remove from present location.
Subbase	A layer of specified material between the subgrade and base course.
Subexcavate	Vertical zone of soil removal and recompaction required for adequate foundation or slab support
Subgrade	Prepared native soil surface.

October 6, 2022, Revised 10/14/22
Project 2201781 – Vernon Fire Station – AZ 003723
Latitude – 34° 16' 39.1913" N, Longitude – 109° 46' 49.7454" W
Vernon, Arizona 85940



APPENDIX A



NORTH ↑
N.T.S.

PROJECT NUMBER: 2201781

FIGURE 1

ACS SERVICES LLC

2235 W BROADWAY RD
MESA, ARIZONA 85202
(480) 968-0190
(480) 968-0156 FAX
WWW.ACSSERVICESLLC.COM

VICINITY MAP

Vernon Fire Station – AZ 003723
34° 16' 39.1913" N, 109° 46' 49.7454" W
Vernon, AZ. 85940



Resistivity Survey (RS) —

Boring

NORTH
N.T.S.

PROJECT NUMBER: 2201781

FIGURE 2

ACS SERVICES LLC

2235 W BROADWAY RD
MESA, ARIZONA 85202
(480) 968-0190
(480) 968-0156 FAX
WWW.ACSSERVICESLLC.COM

**SITE PLAN & APPROXIMATE
RESISTIVITY LINE LOCATIONS**

Vernon Fire Station – AZ 003723
34° 16' 39.1913" N, 109° 46' 49.7454" W
Vernon, AZ. 85940

Holocene to Pliocene Basaltic rocks (0-4 Ma)

QTb - Mostly dark-colored basaltic lava and cinders young enough that some original volcanic landforms are still apparent. Includes a small amount of andesite, dacite, and rhyolite. Rocks of this map unit are largely restricted to six areas widely distributed in Arizona: San Francisco and Uinkaret volcanic fields in northern Arizona (0-4 Ma); Springerville (0-4 Ma) and San Carlos (0-2 Ma) volcanic fields in east-central Arizona; and San Bernardino (0-1 Ma) and Sentinel (1-4 Ma) volcanic fields in southern Arizona. Rocks of this unit are also present in the extreme southwestern part of Arizona where they were erupted at the edge of the Pinacate volcanic field (0-2 Ma) in northwestern Sonora.



NORTH
N.T.S. ↑

PROJECT NUMBER: 2201781

FIGURE 3

ACS SERVICES LLC

2235 W BROADWAY RD
MESA, ARIZONA 85202

(480) 968-0190

(480) 968-0156 FAX

WWW.ACSSERVICESLLC.COM

Geological Map

Vernon Fire Station – AZ 003723
34° 16' 39.1913" N, 109° 46' 49.7454" W
Vernon, AZ. 85940

October 6, 2022, Revised 10/14/22
Project 2201781 – Vernon Fire Station – AZ 003723
Latitude – 34° 16' 39.1913" N, Longitude – 109° 46' 49.7454" W
Vernon, Arizona 85940



APPENDIX B

ACS SERVICES LLC

BORING B-1

Client: ABN Engineering	Date: 8/31/2022	Project No. 2201781
Project: Vernon Fire Station - AZ 003723	Type of Boring: 6.625 inch Hollow Stem Auger	
Address: 34° 16' 39.1913" N, 109° 46' 49.7454" W Vernon, AZ	Field Engineer: Ben Rief	Location: See Site Map

Depth (Feet)	Sample	Sample Type	Blows per 6"	Moisture %	Dry Density (PCF)	USCS Soil Class	Description of Subsurface Conditions
Coordinates: 34° 16' 34.11" N, 109° 46' 47.77" W Ground Elevation: 6802 ft Remarks: First boring attempted 15 feet east of B-1 encountered refusal at 3.0 feet							
Description of Subsurface Conditions							
1		B	2	10.4	98.0	CH	Dark Brown CLAY trace Sand, Moist, Stiff, PI of 35
2		U	3	17.7			
3			6	25.3			
4			18				
5	XX	S	12	17.7			
6	XX		32				
7			40				
8							Soil Color Transition to Reddish Brown at 8.0 feet
9							
10	XX	S	14	13.8	13.8	SM	Reddish Brown Silty SAND, Moist, Dense, PI of 8
11	XX		14				
12	XX		20				
13							
14							
15	XX	S	11	13.8	13.8	SM	Reddish Brown Silty SAND, Moist, Dense, PI of 8
16	XX		20				
17	XX		30				
18							
19							
20	XX	S	12	13.8	13.8	SM	Reddish Brown Silty SAND, Moist, Dense, PI of 8
			14				

Groundwater		
Depth	Time	Date
N/A		

SAMPLE TYPE	
■	B - Bulk Sample
XX	S - 2" O.D. 1.38" I.D. Split Spoon Sample
	U - 3" O.D. 2.42" I.D. Ring Sample

ACS SERVICES LLC

BORING B-1

Client: ABN Eingeering	Date: 8/31/2022	Project No. 2201781
Project: Vernon Fire Station - AZ 003723	Type of Boring: 6.625 inch Hollow Stem Auger	
Address: 34° 16' 39.1913" N, 109° 46' 49.7454" W	Field Engineer: Ben Rief	
Vernon, AZ	Location: See Site Map	

Depth (Feet)	Sample	Sample Type	Blows per 6"	Moisture %	Dry Density (PCF)	USCS Soil Class	Description of Subsurface Conditions
							Coordinates: 34° 16' 34.11" N, 109° 46' 47.77" W Ground Elevation: 6802 feet Remarks: First boring attempted 15 feet east of B-1 encountered refusal at 3.0 feet
21	X		18				
22							
23							
24							
25	X	S	22			SM	Reddish Brown Silty SAND, Moist, Dense, Low PI
26	X		22				
27							
28							
29							
30	X	S	21			SM	Reddish Brown Silty SAND, Moist, Very Dense, Low PI
31	X		30				
32			40				
33							
34							
35	X	S	22			SM	Reddish Brown Silty SAND, Moist, Very Dense, Low PI
36	X		42				
37			50/2				
38							
39							
40	X	S	18			SM	Reddish Brown Silty SAND, Moist, Very Dense, Low PI
41	X		33				
			50/3				Terminated Auger at 39.0 feet, SPT at 40.3 feet Backfilled Boring with Auger Cuttings

Groundwater		
Depth	Time	Date
N/A		

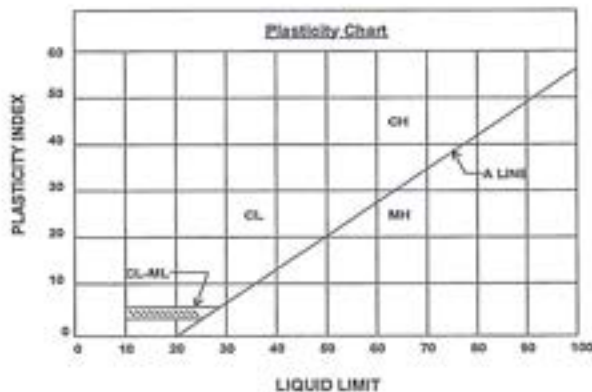
SAMPLE TYPE	
■	B - Bulk Sample
X	S - 2" O.D. 1.38" I.D. Split Spoon Sample
—	U - 3" O.D. 2.42" I.D. Ring Sample



LEGEND

Major Divisions		Group Symbol	Typical Names		
Coarse-Grained Soils (Less than 50% passes No. 200 sieve)	Gravels (50% or less or coarse fraction passes No. 4 sieve)	Clean Gravels (Less than 5% passes No. 200 sieve)			
		GW	Well graded gravels, gravel-sand mixtures, or sand-gravel-cobble mixtures.		
	Sands (More than 50% of coarse fraction passes No. 4 sieve)	Clean Sands (Less than 5% passes No. 200 sieve)		GP	Poorly graded gravels, gravel-sand mixtures, or sand-gravel-cobble mixtures.
				GM	Silty gravels, gravel-sand-silt mixtures.
		Gravels with Fines (More than 12% passes No. 200 sieve)		GC	Clayey gravels, gravel-sand-clay mixtures.
				SW	Well graded sands, gravelly sands.
Sands with Fines (More than 12% passes No. 200 sieve)		SP	Poorly graded sands, gravelly sands.		
		SM	Silty sands, sand-silt mixtures.		
Fine-Grained Soils (50% or more passes No. 200 sieve)		Silts of Low Plasticity (Liquid Limit Less Than 50)		SC	Clayey sands, sand-clay mixtures.
				ML	Inorganic silts, clayey silts with slight plasticity.
		Silts of High Plasticity (Liquid Limit More Than 50)		MH	Inorganic silts, micaceous or diatomaceous silty soils, elastic silt.
				Clays of Low Plasticity (Liquid Limit Less Than 50)	
Clays of High Plasticity (Liquid Limit More Than 50)		CH	Inorganic clays of high plasticity, fat clays, sandy clays of high plasticity.		

Note: Coarse grained soils with between 5% & 12% passing the No. 200 sieve and fine grained soils with limits plotting in the hatched zone on the Plasticity Chart to have double symbol.



DEFINITIONS OF SOIL FRACTIONS	
SOIL COMPONENT	PARTICLE SIZE RANGE
Cobbles	Above 3 in.
Gravel	3 in. to No. 4 sieve
Coarse gravel	3 in. to 3/4 in.
Fine gravel	3/4 in. to No. 4 sieve
Sand	No. 4 to No. 200
Coarse	No. 4 to No. 10
Medium	No. 10 to No. 40
Fine	No. 40 to No. 200
Fines (silt or clay)	Below No. 200 sieve



TEST DRILLING EQUIPMENT & PROCEDURES

Drilling Equipment

ACS SERVICES LLC uses a CME-45 drill-rig capable of auger drilling to depths of 50 feet in southwestern soils. The drill is truck-mounted for rapid, low cost mobilization to the jobsite and on the jobsite. Drilling through soil or softer rock is performed with 6.625 inch O.D. hollow-stem auger. Carbide insert teeth are normally used on the auger bits so they can often penetrate rock or very strongly cemented soils that require blasting or very heavy equipment for excavation. The operation of well-maintained equipment by an experienced crew allows ACS SERVICES LLC to complete drilling jobs to a depth of 50 feet with minimum downtime and maximum efficiency.

Sampling Procedures

Dynamically driven tube samples are usually obtained at selected intervals in the borings by the ASTM D1586 procedure. In many cases, 2 inch O.D., 1³/₈-inch I.D. samplers are used to obtain the standard penetration resistance. Undisturbed[®] samples of firmer soils are often obtained with 3 inch O.D. samplers lined with 2.42 inch I.D. brass rings. The driving energy is generally recorded as a number of blows of a 140-pound hammer, utilizing a 30-inch free fall drop, per six inches of penetration. However, in stratified soils, driving resistance is sometimes recorded in 2 or 3-inch increments so that soil changes and the presence of scattered gravel or cemented layers can be readily detected and the realistic penetration values obtained for consideration in design. These values are expressed in blows per six inches on the logs. Undisturbed sampling of softer soils is sometimes performed with thin-walled Shelby tubes (ASTM D1587). Tube samples are labeled and placed in watertight containers to maintain field moisture contents for testing from auger cuttings.

Continuous Penetration Tests

Continuous penetration tests are performed by driving a 2-inch O.D. bull-nose penetrometer adjacent to or in the bottom of test borings. The penetrometer is attached to 1⁵/₈-inch O.D. drill rods to provide clearance and thus minimize side friction so that penetration values are as nearly as possible a measure of end resistance. Penetration values are recorded as the number of blows of a 140 pound hammer, utilizing a 30 inch drop required to advance the penetrometer in six-inch increments or less.

Boring Records

Drilling operations are directed by our field engineer or geologist who examines soil recovery and prepares boring logs. Soils are visually classified in accordance with the Unified Soil Classification System (ASTM D2487) with appropriate group symbols being shown on the logs.

October 6, 2022, Revised 10/14/22
Project 2201781 – Vernon Fire Station – AZ 003723
Latitude – 34° 16' 39.1913" N, Longitude – 109° 46' 49.7454" W
Vernon, Arizona 85940



APPENDIX C

ACS SERVICES LLC

Laboratory Soil Test Results

ACS PROJECT # 2201781
ACS Lab # 22-3849-1
Client: ABN Engineering
Project Name: Vernon Fire Station - AZ 003723
Project Address: 34° 16' 39.1913" N, 109° 46' 49.7454" W
Project City: Vernon, AZ
Sample Location: B-1 @ 0.0'-1.5'

Material Type: Native
Supplier: -
Sample Date: 8/31/2022
Sampled By: Ben Rief
Test Date: 9/21/2022
Tested By: Mahalla Davis
Reviewed By: Adrienne Roberts

Sieve Analysis (ASTM C-139 / AASHTO T-27)			
Sieve Size	% Retained	% Passed	Specs
6"	0	100	
3"	0	100	
2 1/2"	0	100	
2"	0	100	
1 1/2"	0	100	
1"	1	99	
3/4"	0	99	
1/2"	0	99	
3/8"	0	99	
1/4"	0	98	
#4	0	98	
#8	1	98	
#10	0	98	
#16	0	97	
#30	1	97	
#40	1	96	
#50	1	95	
#100	2	94	
#200	5	88.9	

Liquid Limit (AASHTO T-89)	55
----------------------------	----

Plastic Limit (AASHTO T-90)	20
-----------------------------	----

Plasticity Index (AASHTO T-90)	35
--------------------------------	----

Moisture Content (AASHTO T-265)	10.4
---------------------------------	------

Fractured Faces (ARIZ 212)	
----------------------------	--

Soluble Salts (ARIZ 237)	
--------------------------	--

USCS Soil Classification	CH
--------------------------	----

Group Name (ASTM D2487)	
Fat CLAY	

Andrew Jamrogiewicz

Project Manager

Andrew Jamrogiewicz

Signature

ACS SERVICES LLC

Laboratory Soil Test Results

ACS PROJECT # 2201781
 ACS Lab # 22-3849-3
 Client: ABN Engineering
 Project Name: Vernon Fire Station - AZ 003723
 Project Address: 34° 16' 39.1913" N, 109° 46' 49.7454" W
 Project City: Vernon, AZ
 Sample Location: B-1 @ 1.5'-2.5', 4.0'-5.5'

Material Type: Native
 Supplier: -
 Sample Date: 8/31/2022
 Sampled By: Ben Rief
 Test Date: 10/4/2022
 Tested By: James Karl
 Reviewed By: Adrienne Roberts

Sieve Analysis (ASTM C-139 / AASHTO T-27)

Sieve Size	% Retained	% Passed	Specs
6"	0	100	
3"	0	100	
2 1/2"	0	100	
2"	0	100	
1 1/2"	0	100	
1"	4	96	
3/4"	0	96	
1/2"	1	95	
3/8"	0	95	
1/4"	1	94	
#4	0	94	
#8	1	92	
#10	1	92	
#16	1	91	
#30	1	90	
#40	1	89	
#50	1	87	
#100	4	84	
#200	7	77.1	

Liquid Limit (AASHTO T-89)	56
-------------------------------	----

Plastic Limit (AASHTO T-90)	21
--------------------------------	----

Plasticity Index (AASHTO T-90)	35
-----------------------------------	----

Moisture Content (AASHTO T-255)	17.7
------------------------------------	------

Fractured Faces (ARIZ 212)	
-------------------------------	--

Soluble Salts (ARIZ 237)	
-----------------------------	--

USCS Soil Classification	CH
-----------------------------	----

Group Name (ASTM D2487)	
-------------------------	--

Fat CLAY with sand	
--------------------	--

Andrew Jamrogiewicz

Project Manager

Andrew Jamrogiewicz

Signature

ACS SERVICES LLC

Laboratory Soil Test Results

ACS PROJECT # 2201781
ACS Lab # 22-3849-4
Client: ABN Engineering
Project Name: Vernon Fire Station - AZ 003723
Project Address: 34° 16' 39.1913" N, 109° 46' 49.7454" W
Project City: Vernon, AZ
Sample Location: B-1 @ 9.0'-10.5', 14.0'-15.5', 19.0'-20.5'

Material Type: Native
Supplier: -
Sample Date: 8/31/2022
Sampled By: Ben Rief
Test Date: 9/12/2022
Tested By: Keagan Mayfield
Reviewed By: Adrienne Roberts

Sieve Analysis (ASTM C-139 / AASHTO T-27)

Sieve Size	% Retained	% Passed	Specs
6"	0	100	
3"	0	100	
2 1/2"	0	100	
2"	0	100	
1 1/2"	0	100	
1"	2	98	
3/4"	0	98	
1/2"	0	98	
3/8"	0	98	
1/4"	0	98	
#4	0	98	
#8	23	75	
#10	4	71	
#16	12	59	
#30	10	49	
#40	4	45	
#50	4	41	
#100	8	33	
#200	8	24.3	

Liquid Limit (AASHTO T-89) 45

Plastic Limit (AASHTO T-90) 37

Plasticity Index (AASHTO T-90) 8

Moisture Content (AASHTO T-255) 13.8

Fractured Faces (ARIZ 212)

Soluble Salts (ARIZ 237)

USCS Soil Classification SM

Group Name (ASTM D2487)

Silty SAND with gravel

Andrew Jamrogiewicz
 Project Manager

Andrew Jamrogiewicz
 Signature

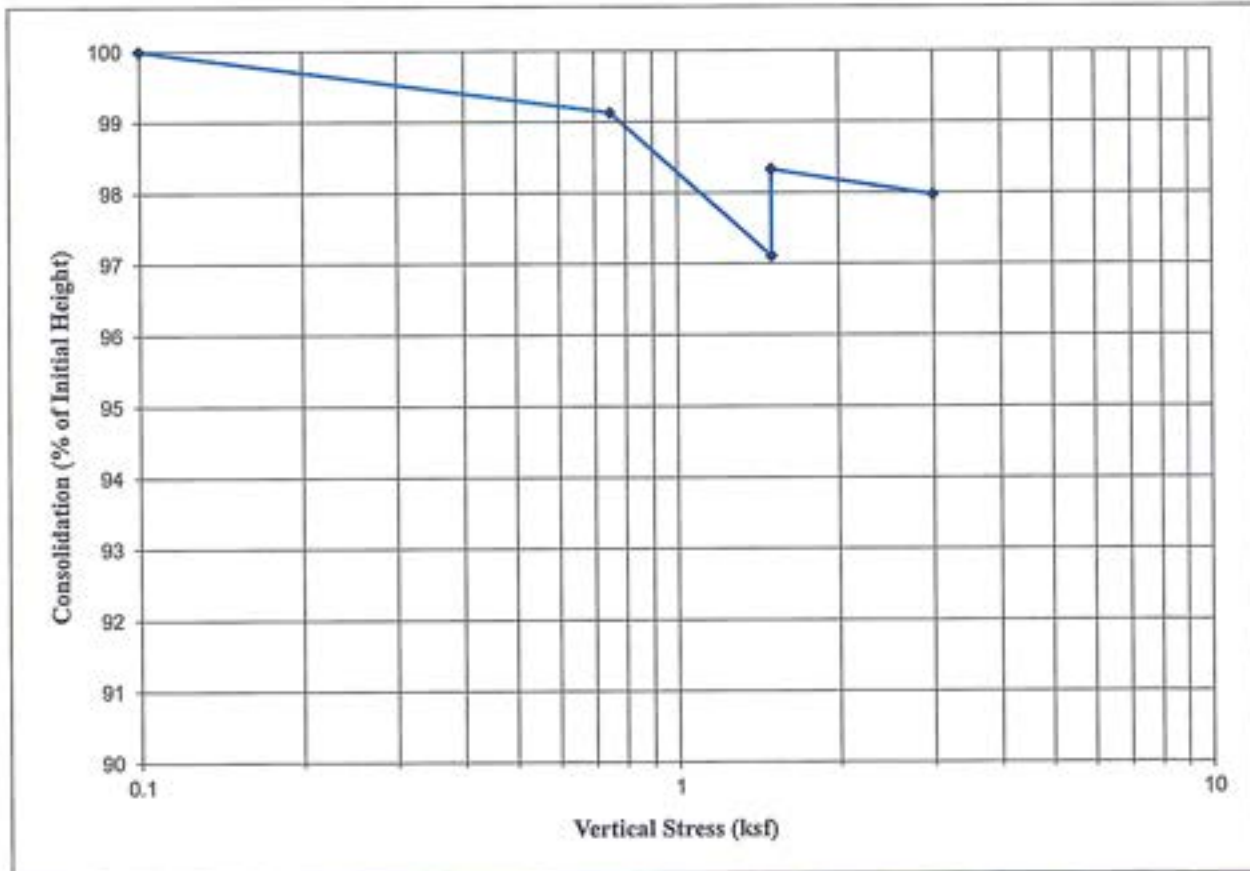
ACS SERVICES LLC

ENGINEERING DESIGN • MATERIAL TESTING • CONSTRUCTION INSPECTION

* ONE-DIMENSIONAL CONSOLIDATION PROPERTIES OF SOILS (ASTM D2435)

ACS Project No.:	2201781		
Lab No.:	22-3849-2	Material Type:	Native
Client:	ABN Engineering	Date of Extraction:	8/31/2022
Project Name:	Vernon Fire Station - AZ 003723	Extracted By:	Ben Rief
Project Address:	34° 16' 39.1913" N, 109° 46' 49.74"	Date of Lab Test:	9/30/2022
Project City:	Vernon, AZ	Lab Tested By:	James Karl
Sample Location:	B-1 @ 1.5'-2.5'	Reviewed By:	Adrienne Roberts

INITIAL VOLUME (cu.in)	4.60	FINAL VOLUME (cu.in)	4.51
INITIAL MOISTURE CONTENT	25.3%	FINAL MOISTURE CONTENT	26.6%
INITIAL DRY DENSITY(pcf)	98.0	FINAL DRY DENSITY(pcf)	99.9
INITIAL DEGREE OF SATURATION	97%	FINAL DEGREE OF SATURATION	108%
INITIAL VOID RATIO	0.7	FINAL VOID RATIO	0.7
ESTIMATED SPECIFIC GRAVITY	2.65	SATURATED AT	1.5 ksf



ACS Services LLC

Maximum Dry Density & Optimum Moisture

AASHTO T-99 | AASHTO T-180 | ASTM D-698 | ASTM D-1557

ACS Project # 2201781
 ACS Lab # 22-3849-1
 Client Name: ABN Engineering
 Project Name: Vernon Fire Station - AZ 003723
 Project Address: 34° 16' 39.1913" N, 109° 46' 49.7454" W
 Project City: Vernon, AZ

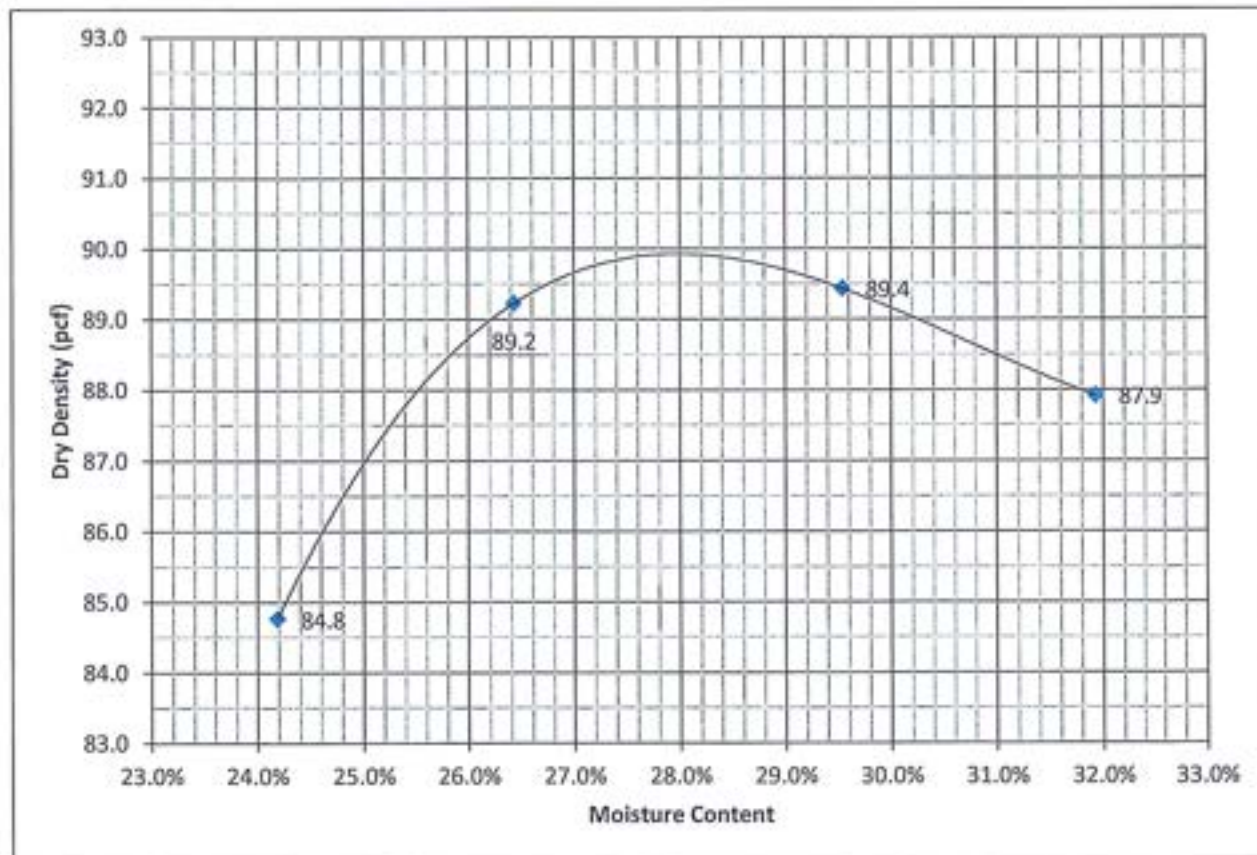
Material Type: Native
 Material Supplier: -
 Sample Date: 8/31/2022
 Sampled By: Ben Rief
 Date Tested: 9/23/2022
 Tested By: Colin Eggebretch
 Reviewed By: Adrienne Roberts

Sample Location: B-1 @ 0.0'-1.5'

Method: A B
 C D

Dry Density	84.8	89.2	89.4	87.9
Moisture Content	24.2%	26.4%	29.5%	31.9%

Uncorrected Dry Density	89.9	Uncorrected Moisture Content	28.0
% Rock	7	% Passing	93
Rock Corrected Dry Density	89.9	Rock Corrected Moisture Content	28.0
Specific Gravity of Oversize Aggregate	2.650		



Andrew Jamrogiewicz

Project Manager

ACS Services LLC

Swell / Settlement Potential of Soils ASTM D4546-03

ACS Project # 2201781
 ACS Lab # 22-3849-1
 Client Name: ABN Engineering
 Project Name: Vernon Fire Station - AZ 003723
 Project Address: 34° 16' 39.1913" N, 109° 46' 49.7454" W
 Project City: Vernon, AZ
 Sample Source: B-1 @ 0.0'-1.5'

Material Type: Native
 Sample Date: 8/31/2022
 Sampled By: Ben Rief
 Laboratory Test Date: 9/28/2022
 Laboratory Test By: James Karl
 Reviewed By: Adrienne Roberts

Test Method: A B C

Standard Proctor Information

Maximum Dry Density:	89.9	pcf
Optimum Moisture Content:	28.0	%

Specimen Preparation

95% of Maximum Dry Density:	85.4	pcf
-2% of Optimum Moisture Content:	26.0	%
Wet Density of Sample:	107.6	pcf
Test Weight (Wet):	129.9	g
Test Weight (Dry):	103.1	g
Moisture Sample (Wet):	102.7	g
Moisture Sample (Dry):	95.0	g
Sample Moisture Content:	8.1	%
Sample Weight (In situ):	111.5	g
Additional Moisture Needed:	18.5	ml
Ring Weight:	45.5	g
Total Weight Ring + Sample:	175.4	g
Initial Sample Saturation:	24	%

Specimen Test Data Post-Swell Test

Initial Specimen Height:	in	Final Wet Weight	<input type="text"/>
Final Specimen Height:	in	Final Dry Weight	<input type="text"/>
Final Specimen Weight:	g		
Final Specimen Moisture Content:	%		
Final Sample Saturation:	%		

Swell / Settlement Potential Results

Load at Inundation (ksf)	
% Strain Before Inundation:	
% Strain After Inundation:	
Percent Heave:	

Correction Factor

Calibration Correction Factor	NONE
-------------------------------	------

Corrected Swell	6.2
------------------------	------------

Andrew Jamrogiewicz

Project Manager

Andrew Jamrogiewicz

Signature

Ring Mold Information

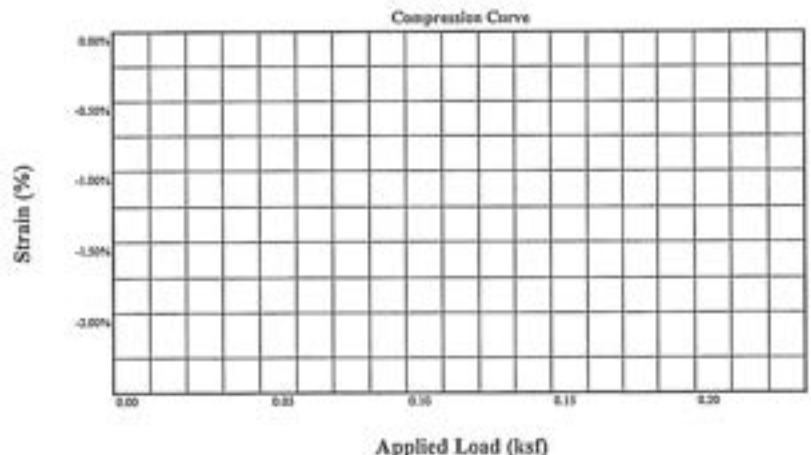
Ring Weight (g)	45.5
Ring Height (in)	1.000
Ring Diameter (in)	2.421
Ring Area (in ²)	4.604

Weight Used in Swell Test

Load Weight:	100 psf
--------------	---------

Dial Readings During Test

Time Elapsed	Dial Reading (0.001")
0 (w/ seating pressure)	0.000
0 (w/ load applied)	0.000
30 Seconds	0.005
1 Minute	0.009
2 Minutes	0.014
4 Minutes	0.022
8 Minutes	0.032
15 Minutes	0.040
30 Minutes	0.048
1 Hour	0.053
2 Hours	0.057
4 Hours	0.058
8 Hours	0.060
15 Hours	0.062
24 Hours	0.062



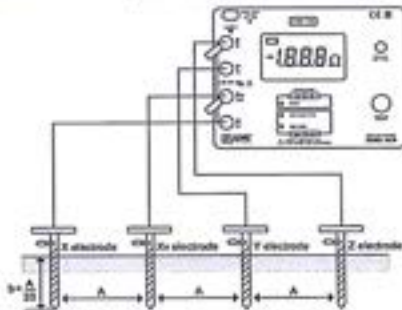
October 6, 2022, Revised 10/14/22
Project 2201781 – Vernon Fire Station – AZ 003723
Latitude – 34° 16' 39.1913" N, Longitude – 109° 46' 49.7454" W
Vernon, Arizona 85940



APPENDIX D

Project # 2201781
 Client: ABN Engineering
 Project Name: Vernon Fire Station - AZ 003723
 Project Address: 16° 39.1913' N, 109° 46' 49.7454"
 Project City: Vernon, AZ

Test Date: 8/31/2022
 Field Engineer: Ben Rief
 Resistance Meter: AEMC Model 4620
 Method: 4 - Pin



$\rho = 191.51(R)(A)$

Where:

- ρ = Resistivity in Ω -cm
- A = Post Spacing in feet
- R = Ohms reading on meter

Spacing (ft)	Ohms	Resistivity (ohms-cm)
5	1.57	1,503.37
10	1.15	2,202.38
15	0.79	2,269.41
20	0.65	2,489.65
40	0.57	4,366.46

Direction
Line 1

Spacing (ft)	Ohms	Resistivity (ohms-cm)
5	1.64	1,570.39
10	1.3	2,451.35
15	1.06	3,045.03
20	0.98	3,753.63
40	0.7	5,592.14

Direction
Line 2



We love being your national partner

For the benefit of: Commnet Wireless

Issue Date: August 5, 2022 **Our Order No.:** 37588029

County: Apache **State:** AZ

Address: , Vernon, AZ 85940

Customer Ref. No.: Vernon, AZ

It's been a delight to serve you. Connect with us at:

Customer Care Team

Contact for all title needs including ordering, title questions and order status

• sms-commercial@fnf.com

Post Closing Team

Contact for all recording and policy needs

• sms-postclosing@fnf.com

Closing Team

Contact for all escrow and closing needs and support

• sms-closing@fnf.com

Bookkeeping Team

Contact for all billing and accounting needs

• elaine.bishop@fnf.com

We understand ALL commercial real estate transactions are important-small ones and big ones

Whether its services for small businesses, churches, cell towers, solar and wind farm sites, gas stations and convenience stores, or restaurants and retail locations, coast to coast and border to border, we handle it all. We support deals in every state, focusing on liabilities of \$5 million and less and can effectively fulfill high volumes. Our talented team has vast experience in closing commercial refinance and purchase transactions as well as taking on uninsured title research requests.

**Deed Report • Current Owner Title Report • O&E Title Report • 40 – 100 Year Title Reports
• Title Commitments • Title Insurance • Recordings • Closing • Payoffs**

REPORT OF TITLE**For the benefit of:** Commnet Wireless

Issue Date:	August 5, 2022	Our Order No.:	37588029
County:	Apache	State:	Arizona
Address:	, Vernon, AZ 85940		
Customer Ref. No.:	Vernon, AZ		

Scope of Search: Beginning **September 27, 1976** and extending through **July 5, 2022**, a search of the land records for the jurisdiction where the property is located was conducted and we have reported below what was found regarding taxes; deeds; mortgages; easements and right of ways; covenants and restrictions; judgments, liens and UCCs; and, other matters commonly recorded or filed in the local land records.

Vested Owner: Vernon Fire District, a government special taxing district

Search disclosed the following:

[CLICK HERE TO ACCESS DOCUMENT IMAGES](#)

1. Taxes
Type of Tax: County
Calendar year: 2021
Amount: \$0.00
Parcel ID #: 106-74-0002F
Paid through: TAX EXEMPT
Assessment: \$17,709.00 (total = land and improvements, if any)
2. Patent dated April 27, 1922 by and between United States of America, as Grantor, and Charles E. Dobbins dated April 27, 1922, as Grantee, recorded on May 31, 1922 in Deed Book 3, Page 246.
3. Except the coal, oil, gas and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal, oil, gas and other minerals; including, but not limited to, express or implied easements in, over and under that estate for the entry and removal of minerals. This policy should not be construed as insuring against loss or damage resulting to the surface of the land or any improvements thereon caused by surface entry or by the removal of the oil, gas, and other minerals lying thereunder. See instrument recorded in Deed Book 3, Page 246.
4. Matters as shown and noted on Record of Survey recorded in Map Book 6, Page 74.
5. Electric Line – Right-of-Way Easement in favor of Navopache Electric Cooperative, Inc., a cooperative corporation, its successors or assigns set forth in instrument recorded on January 25, 1999 in Deed Book 927, Page 169.
6. Certification of Minutes recorded on May 18, 2005 in Instrument No. 2005-004505.
7. Deed of Trust from Vernon Fire District, a government special taxing district, Grantor(s), to Transnation Title Insurance Company, a corporation, Trustee(s), in favor of Mark E. Grapp, as Trustee of the M & B Grapp Family Trust u/a/d 05/21/2002, dated October 13, 2005, and recorded November 4, 2005 in Instrument No. 2005-012253, in the original amount of \$23,282.00; Affidavit of Scrivener's Error recorded on March 7, 2006 in Instrument No. 2006-002725.
8. Resolution 2014-004 recorded on August 28, 2014 in Instrument No. 2014-004152.

REPORT OF TITLE
(continued)

9. Resolution 2021-002 recorded on May 25, 2021 in Instrument No. 2021-004721.

FIDELITY NATIONAL TITLE INSURANCE COMPANY



Authorized Signature

END OF REPORT

EXHIBIT "A"
Legal Description

Property located in Apache County, Arizona

A portion of Parcel B, according to Record of Survey recorded in Book 6 of Land Surveys, Page 74, records of Apache County, Arizona, lying within Section 10, Township 10 North, Range 24 East of the Gila and Salt River Base and Meridian, Apache County, Arizona, more particularly described as follows:

Commencing at the East quarter corner of said Section 10;
Thence South 02°15'52" West along the East boundary of said Section 10, a distance of 763.76 feet to the Northeast corner of said Parcel B, as recorded in Book 6 of Land Surveys, Page 74;
Thence continuing South 02°15'52" West along the said East boundaries, a distance of 392.52 feet to the TRUE POINT OF BEGINNING;
Thence continuing South 02°15'52" West along said East boundaries, a distance of 260.00 feet to the Southeast corner of said Parcel B and a point lying on the Northerly right of way of U.S. Highway 60;
Thence North 82°21'35" West, along the South boundary of said Parcel B and the North boundary of U.S. Highway 60, a distance of 569.00 feet;
Thence North 05°00'07" East, a distance of 260.00 feet;
Thence South 82°16'13" East, a distance of 556.61 feet to the TRUE POINT OF BEGINNING.

EXCEPT all the coal and other minerals in said land as set forth in Patent to said land. (Affects any portion of said property lying within the South Half of the South Half of Section 10)

RESERVING UNTO THE SELLER, their heirs, successors and assigns, An easement for drainage and utilities over the North 20.00 feet thereof and An easement for utilities and ingress and egress over the East 25.00 feet thereof.

AND BEING the same property conveyed to Vernon Fire District, a government special taxing district from Mark E. Grapp and Barbara L. Grapp by Warranty Deed dated October 13, 2005 and recorded November 4, 2005 in Instrument No. 2005-012252.

Tax Parcel No. 106-74-0002F

DEED CHAIN

- A. Type of Deed: Warranty Deed
From: Earl West and Earl R. Sponseller
To: Gail Sponseller and Ruth Sponseller
Dated: September 10, 1976
Recorded on: September 27, 1976
Recorded in: Deed Book 215, Page 333
- B. Type of Deed: Warranty Deed
From: Earl R. Sponseller, Gail W. Sponseller and Golda Ruth Sponseller
To: G. Lynn Hoggan
Dated: February 20, 1986
Recorded on: March 14, 1988
Recorded in: Deed Book 570, Page 352
- C. Type of Deed: Quit-Claim Deed
From: Goldie Mae West, also known as Goldie M. West
To: G. Lynn Hoggan
Dated: March 26, 1988
Recorded on: March 31, 1988
Recorded in: Deed Book 571, Page 421
- D. Type of Deed: Quit-Claim Deed
From: Dolores Sponseller
To: G. Lynn Hoggan
Dated: March 28, 1988
Recorded on: March 31, 1988
Recorded in: Deed Book 571, Page 423
- E. Type of Deed: Quit-Claim Deed
From: Golda D. Hoggan
To: G. Lynn Hoggan
Dated: March 18, 1988
Recorded on: March 31, 1988
Recorded in: Deed Book 571, Page 425
- F. Type of Deed: Warranty Deed
From: G. Lynn Hoggan
To: Gail W. Sponseller, and G. Ruth Sponseller
Dated: April 12, 1990
Recorded on: May 18, 1990
Recorded in: Deed Book 625, Page 136
- G. Type of Deed: Warranty Deed
From: Gail W. Sponseller and G. Ruth Sponseller
To: Earl R. Sponseller and Dolores Sponseller
Dated: September 10, 1990
Recorded on: September 25, 1990
Recorded in: Deed Book 634, Page 36
- H. Type of Deed: Quit-Claim Deed
From: Earl R. Sponseller and Dolores Sponseller
To: Dolores Sponseller
Dated: May 11, 1992
Recorded on: May 15, 1992
Recorded in: Deed Book 681, Page 474
MEMORANDUM:
Recorded on: May 14, 1992

DEED CHAIN

- Recorded in: Deed Book 681, Page 321
- I. Type of Deed: Warranty Deed
From: Earl R. Sponseller and Dolores Yvonne Sponseller
To: "Sponseller Family Trust" dated August 15, 1992
Dated: August 15, 1992
Recorded on: August 24, 1992
Recorded in: Deed Book 689, Page 558
- J. Type of Deed: Warranty Deed
From: Dolores Yvonne Sponseller, as Trustee of the Sponseller Family Trust dated August 15, 1992
To: Andre G. Fleuridas dba Show Low Land & Mineral Company
Dated: October 7, 1992
Recorded on: November 18, 1992
Recorded in: Deed Book 697, Page 412
- K. Type of Deed: Warranty Deed
From: Andre G. Fleuridas, dba Show Land & Mineral Company
To: Florida-Blanca Farms Inc., an Arizona corporation
Dated: May 6, 1993
Recorded on: May 10, 1993
Recorded in: Deed Book 715, Page 354
- L. Type of Deed: Joint Tenancy Deed
From: Florida-Blanca Farms Inc., an Arizona corporation
To: Mark E. Grappa and Barbara L. Grapp
Dated: April 3, 1998
Recorded on: May 4, 1998
Recorded in: Deed Book 897, Page 208
Re-recorded: January 8, 1999 in Deed Book 925, Page 160
- M. Type of Deed: Warranty Deed
From: Mark E. Grappa and Barbara L. Grapp
To: James D. Comstock and Carol A. Wilbanks
Dated: October 4, 2005
Recorded on: October 18, 2005
Recorded in: Instrument No. 2005-011317
AFFIDAVIT OF DISCLOSURE:
Recorded on: October 18, 2005
Recorded in: Instrument No. 2005-011319
- N. Type of Deed: Warranty Deed
From: Mark E. Grappa and Barbara L. Grapp
To: Vernon Fire District, a government special taxing district
Dated: October 13, 2005
Recorded on: November 4, 2005
Recorded in: Instrument No. 2005-012252
AFFIDAVIT OF SCRIVENER'S ERROR:
Recorded on: March 7, 2006
Recorded in: Instrument No. 2006-002724

LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.



7130 Glen Forest Drive, Suite 300
Richmond, VA 23226
Phone: (866)552-0129
Email: sms-commercial@fnf.com

ADDITIONAL INFORMATION

THIS INFORMATION IS PROVIDED AS A CONVENIENCE AND COURTESY AND IS NOT CONSIDERED TO BE PART OF THE TITLE PRODUCT.

The following real estate tax information deemed reliable and is provided for informational purposes only.

Real Estate Tax Type: County
Taxes are Paid: Semi-Annual
Due Date(s): November 1st, May 1st
Tax Authority Name: Apache County Treasurer
Phone: 928-337-4364

Additional notes regarding taxes, documents and/or special recordation requirements:

·Deeds require an Affidavit of Property Value.



INSTRUMENT # 1999000567
 OFFICIAL RECORDS OF
 APACHE COUNTY
 JEANNE UDALL

REQUEST OF:
 NAVOPACHE ELECTRIC COOPERATIVE
 DATE: 01/25/1999 TIME: 11:00 AM
 BOOK: 927 PAGE: 169

GMC 12-14-98

ELECTRIC LINE—RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, (whether one or more) Florida-Blanca Farms, Inc. ~~Sharon and Arthur~~ an Ariz. Corp. (unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto NAVOPACHE ELECTRIC COOPERATIVE, INC., a cooperative corporation [hereinafter called "Cooperative"] whose post office address is Box 308, Lakeside, Arizona, 85929, and to its successors or assigns, the right to enter upon the lands of the undersigned and including the right of full ingress and egress to said easement for the purpose hereafter specified, situated in the County of Apache State of Arizona and more particularly described as follows:

Commencing at the east 1/4 corner of Section 10, T10N, R24E; thence south 111.24'; thence south 1305.05'; westerly 2949.50'; northwesterly along curve of Highway 60, 406.43'; northeasterly 630.42'; northeasterly along curve 306.22'; thence east 3179.21' to the POB, C&SR36M, Apache County, Arizona, an easement for the west 25' of the north 468.32', adjacent to existing water line.

and to construct, operate and maintain an electric transmission and/or distribution line or system on or under the above described land and/or in, upon or under all streets, roads or highways abutting said lands, together with poles, wires, transformers and other necessary appurtenances, including, but not limited to guys and anchors which may be placed outside the specified easement; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as Cooperative may from time to time deem advisable, including by way of example and not by way of limitation, the right to increase or decrease the number of conduits, poles, wires, cables, handholes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth of trees and shrubbery or remove any obstruction located within 12.5 feet of the center line of said line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system (including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed); to keep the easement clear of all building, structures or other obstructions; and to license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation.

The undersigned agree that all poles, wires and other facilities installed in, upon or under the above described lands at the Cooperative's expense shall remain the property of the Cooperative, removal at the option of the Cooperative.

The undersigned covenant that they are the owners of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 19 day of Jan 1999

Judy Fleuridas
 Florida-Blanca Farms Inc-
 By: Judy Fleuridas its Pres.

STATE OF ARIZONA
 COUNTY OF NAVAJO } SS

Before me, Denise Nikolaus, a Notary Public, in and for the County of Navajo State of Arizona, on this day personally appeared Judy Fleuridas known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that executed the same for the purpose and consideration therein expressed.

Given 19 day of JANUARY 1999



Denise Nikolaus
 Notary Public

My Commission expires: 10/1/2002

When recorded mail to:

County Manager's Office

2005-004505

Page 1 of 11

OFFICIAL RECORDS OF APACHE COUNTY

LENDRA Y. JOHNSON, RECORDER

05-18-2005 01:58 PM Recording Fee \$0.00

Certification of Minutes

Caption

Cover Sheet

DO NOT REMOVE

This is part of an official document.

JIM CLAW
CHAIRMAN OF THE BOARD
DISTRICT I
P.O. BOX 1953 CHENILE, AZ 85504

TOM M. WHITE, JR.
VICE CHAIR OF THE BOARD
DISTRICT II
P.O. BOX 94 GANADO, AZ 85841

DAVID A. BROWN
MEMBER OF THE BOARD
DISTRICT III
P.O. BOX 418 ST. JOHNS, AZ 85834

BOARD OF SUPERVISORS
OF APACHE COUNTY

P.O. BOX 418
ST. JOHNS, ARIZONA 85834
TELEPHONE: (928) 337-4344
FACSIMILE: (928) 337-3803



DELMON F. WENGERT, MANAGER-CLERK
ST. JOHNS, AZ 85834

2005-004505 05-18-2005 Page 2 of 11

CERTIFICATION OF MINUTES

Mr. Wengert presented the item, pursuant to A.R.S. 48-261, for a public hearing regarding the proposed Vernon Fire District to determine the validity of the petitions presented. Mr. Wengert stated that in accordance with statute, there were 350 needed valid signatures to continue the process of forming the District and in total, 428 valid signatures were presented, the District has exceeded the number of signatures required. Mr. David Reinhold, a resident of the Vernon area, addressed the Board, stating that he was a member of the organizing committee for the fire district and the community of about 1,000 people, believe it time that the community have fire protection because they are quite a way from the outlying areas that have fire stations. Mr. Reinhold stated that due to the growth in the area, the petitions support the request to have a district and are in accordance with the laws and statutes of Arizona. Mr. Claw called for any other comments. Hearing no reply, Jason Moore with the County Attorney's office, stated that a Board vote was required to validate the signatures. **Mr. Brown moved approval, seconded by Mr. White.** Mr. Claw called for comments or questions. Hearing no reply, vote was unanimous.

Mr. Wengert, presented the item, and as related to the previous item and pursuant to A.R.S. 48-261, requested the Board of Supervisors to enter its order setting forth its determination on the creation of the proposed Vernon Fire District. Mr. Wengert stated that after approval by the Board of Supervisors, the District would become effective 30 days from today (March 1, 2005) and the initial Board for the District would consist of Andrew Jones, David Reinhold, and Gary McClure. Mr. Wengert stated that the election would be held two years from now, followed by another election two years after that to vote in succeeding Board members. Mr. Wengert stated that the organization has worked closely with the County Attorney's office and he recommended approval. Mr. White asked how the district would be funded. Mr. Wengert stated that property taxes would finance the district by generating a rate and then levy the taxes in August. Mr. Wengert stated that there is a statewide tax that all districts share, so they would receive revenue from there, but primarily funded by local property taxes within the boundaries of the district. Mr. Claw called for comments or questions. Hearing no reply, **Mr. Brown moved approval, seconded by Mr. White.** Vote was unanimous.

I, Delwin Wengert, Clerk of the Board of Supervisors, do hereby certify that the above is a true and correct copy of the minutes of a meeting of the Apache County Board of Supervisors held on March 1, 2005.

IN WITNESS WHEREOF, I have affixed the official seal of Apache County at St. Johns, the county seat this 17th day of May, 2005.



Delwin Wengert
Clerk/Manager

(SEAL)



**FIRE DISTRICT CREATION
IMPACT STATEMENT FOR:**

VERNON FIRE DISTRICT

Pursuant to the provisions of Arizona Revised Statutes Section *48-261, the undersigned submit the following District Impact Statement for the proposed creation of a new fire district to be known as:

VERNON VOLUNTEER FIRE DEPARTMENT

A. DESCRIPTION OF BOUNDRIES:

1. Attached to this statement, as Exhibit "A", is a description of the boundaries for the proposed fire district.
2. Attached to this statement, as Exhibit "B", is detailed map of the area to be included in the proposed fire district.

B. ESTIMATE OF NET ASSESSED VALUATION:

1. The estimated 2003 (year) net assessed valuation for the area within the proposed fire district is Eleven Million, Seven Hundred Eighty Eight Thousand, and Four Hundred Twenty Eight Dollars. (\$11,788,428.00). Attached to this statement, as Exhibit "C", is proposed first year budget for the proposed fire district.

C. PROPERTY TAX LIABILITY:

1. As a result of the proposed fire district, the change in the property tax liability of a typical resident is as follows:
 2. Based upon the proposed budget of \$ 206,298.00 will be prorated among all taxable properties in the fire district, based on current assessed valuation of each property, at a rate of One Dollars and Fifteen Cents (\$1.75) per One-Hundred Dollars (\$100.00) of secondary (2ndary) assessed valuation.
 3. Attached to this statement, Exhibit "D" is a chart showing multiple calculations for various property values and their tax liability for the proposed Fire District.
-

SAMPLE CALCULATIONS OF PROPOSED TAX LIABILITIES:

A residence with a total secondary (2nd) assessed valuation of Fifty Thousand and 00/100 Dollars (\$25,000.00) would have an estimated increased tax liability of Forty Three and 75/100 dollars (\$43.75) per year

OR

A residence with a total secondary (2nd) assessed valuation of Seventy Five Thousand and 00/100 Dollars (\$50,000.00) would have an estimated increase tax liability of Eighty Seven and 50/100 dollars (\$87.50) per year.

OR

A residence with a total secondary (2nd) assessed valuation of One Hundred Thousand and 00/100 Dollars (\$75,000.00) would have an estimated increase tax liability of One Hundred Thirty One and 25/100 dollars (\$131.25) per year.

OR

A residence with a total secondary (2nd) assessed valuation of One Hundred Twenty Five Thousand and 00/100 Dollars (\$100,000.00) would have an estimated increase tax liability of One Hundred Seventy five and 00/100 (\$175.00) per year.

OR

A residence with a total secondary (2nd) assessed valuation of One Hundred Fifty Thousand and 00/100 Dollars (\$125,000.00) would have an estimated increase tax liability of Two Hundred Eighteen and 00/100 dollars (\$218.75) per year.

OR

A residence with a total secondary (2nd) assessed valuation of One Hundred Seventy Five Thousand and 00/100 Dollars (\$150,000.00) would have an estimated increase tax liability of Two Hundred Sixty Two and 50/100 dollars (\$262.50) per year.

OR

A residence with a total secondary (2nd) assessed valuation of Two Hundred Thousand and 00/100 Dollars (\$175,000.00) would have an estimated increase tax liability of Three Hundred Six and 25/100 dollars (\$306.25) per year.

How tax liability for the Fire District is calculated:

$$\text{(Assessed Value of Property)} \times (10\%) \times (1.75) / (100) = \text{(Tax Liability)}$$

D. ANTICIPATED BENEFITS TO BE DERIVE FROM THE PROPOSED FIRE DISTRICT:

1. Shall assure that all properties within the Fire District have access to emergency services and all other services offered by the Fire District.
 2. The Fire District shall utilize all land, buildings, equipment and personnel necessary for the preservation of life and property.
 3. Shall enter into contracts and execute any agreements or instruments and do any other acts necessary or appropriate to carry out its purpose for fire protection and preservation of life.
 4. To build a regional fire/emergency medical delivery system for South Eastern Apache County, while providing a stable Volunteer Fire Department dedicated to its property owners and employees.
 5. Will provide the highest level of services needed for the residents of the district.
 6. Shall hold public meeting to discuss resident issues, concerns and to promote the health and welfare of the residents while being sensitive to their needs.
 7. Will be progressive and build a class "A" Volunteer Fire Department.
 8. Will obtain certification through the accreditation process for the fire service.
 9. Will decrease the amount of property insurance paid by working assertively with the insurance service organization (iso).
 10. Shall be eligible for Fire Assistance District Taxes (\$ 30,562.00).
 11. Shall have the eligibility to apply for grants funding opportunities such as FEMA/USFA Fire Acts Grants for equipment and goods to reduce the cost and expenditures in the purposed Fire District along with having access to surplus equipment through Federal, State and Local agencies.
 12. The taxes paid to the fire District, by the property owners, may be written off as tax deductions.
 13. Will provide for a rapid evaluation process for properties outside of the Fire District who wish to annex into the Fire District.
 14. Shall prepare an annual budget with an estimate of all expenditures, including salaries paid to employees of the fire district, and a public hearing will be held to adopt the budget.
-

15. The Fire District itself shall determine the compensation payable to its employees.
16. The Fire District shall adopt the International Fire Code 2000 (IFC 2000).
17. Shall procure the services, if necessary of a fire department of a city, town, district or settlement or an organized private fire protection company.
18. Shall retain the services of a Certified Public Account to perform annual audit of the Fire Districts Finances.
19. Shall retain the services of a private legal counsel, if necessary.
20. Shall establish a fee schedule for Fire District services provided to non-residents and non-tax payer on a case-by-case basis.
21. Shall control the future protection of area residents and assume local control of the protection needs of the area the Fire District serves into the future.
22. may construct, purchase, lease, lease-purchase or otherwise acquire the following or any intent therein; and in connection with such construction or any other acquisition, purchase lease, lease-purchase or grant a lien on any or all of its present or future property including:
 - a. Apparatus, rescue equipment including ambulances, and equipment related to any of the foregoing
 - b. Land and buildings with equipment and furnishing to house equipment and personnel necessary for fire protection and preservation of life.
23. May issue bonds to finance the acquisition of property and construct buildings as provided in A.R.S. * 48-806. Bonds may not be issued without the consent of the voters at an election held for the purpose.
24. Shall assist the State Fire Marshall in the enforcement of State Fire protection Standards.
25. Shall accept gifts, contributions, bequest, and grants and comply with any special request attached to such.
26. Shall pay membership dues to the Arizona Fire District Association.

E. INJURIES RESULTING FROM THE PROPOSED DISTRICT:

The Vernon Volunteer Fire Department shall maintain liability insurance in an amount believed to be adequate.

F. NAMES, ADDRESS, PHONE NUMBERS AND
OCCUPATIONS OF PROPOSED MEMBERS OF
DISTRICT'S ORGANIZATION BOARD OF DIRECTORS:


Andrew Bevan Jones Vernon	374 ACR N3076 Contractor	928 537-0588
David E. Reinhold Vernon	79 ACR 3398 Retired	928 537-2703
Gary L. McClure Dobbins Hill	46 ACR N3312 Retired	928 532-5076

Legal Boundaries of the proposed Vernon Fire District, known as Vernon Fire Department, in Apache County.

LEGAL DESCRIPTION AS FOLLOWS:

The Vernon Fire district boundary starts in the north east corner of Township 10, north range 25 east and the north east corner of section 11 and 14; thence west on the south side of section 14 to the north east corner of section 22; thence south on the east side of sections 22, 27, 34 and continuing south in Township 9 north, Range 25 east on the east side of sections 3 and 10 which is the south east corner of the fire district; thence west on the south side of section 10 and 9; thence north on the west side of section 9 and 4; thence continuing west in Township 10 north, Range 24 east on the south side of section 36; thence north on the west side of sections 36 and 25; thence west on the south side of section 23 and 22; thence north on the west side of section 22; thence west on the south side of section 16, 17, and 18 to the south west corner of the fire district; thence north on the Navajo/apache County Line and on the west side of sections 18, 7, and 6 to the north west corner of the fire district; thence east along the northern boundary in sections 6, 5, 4, 3, 2, and 1; continuing on in Township 10 north, Range 25 east in sections 6, 5, and 4; thence south on the east side of section 4; thence east on the north side of sections 10 and 11 to the point of beginning at the north east corner of the fire district. The Vernon Fire District contains 52 sections of land made up of private, county, state, and federal ownership.

ALL LYING WITHIN APACHE COUNTY, ARIZONA.

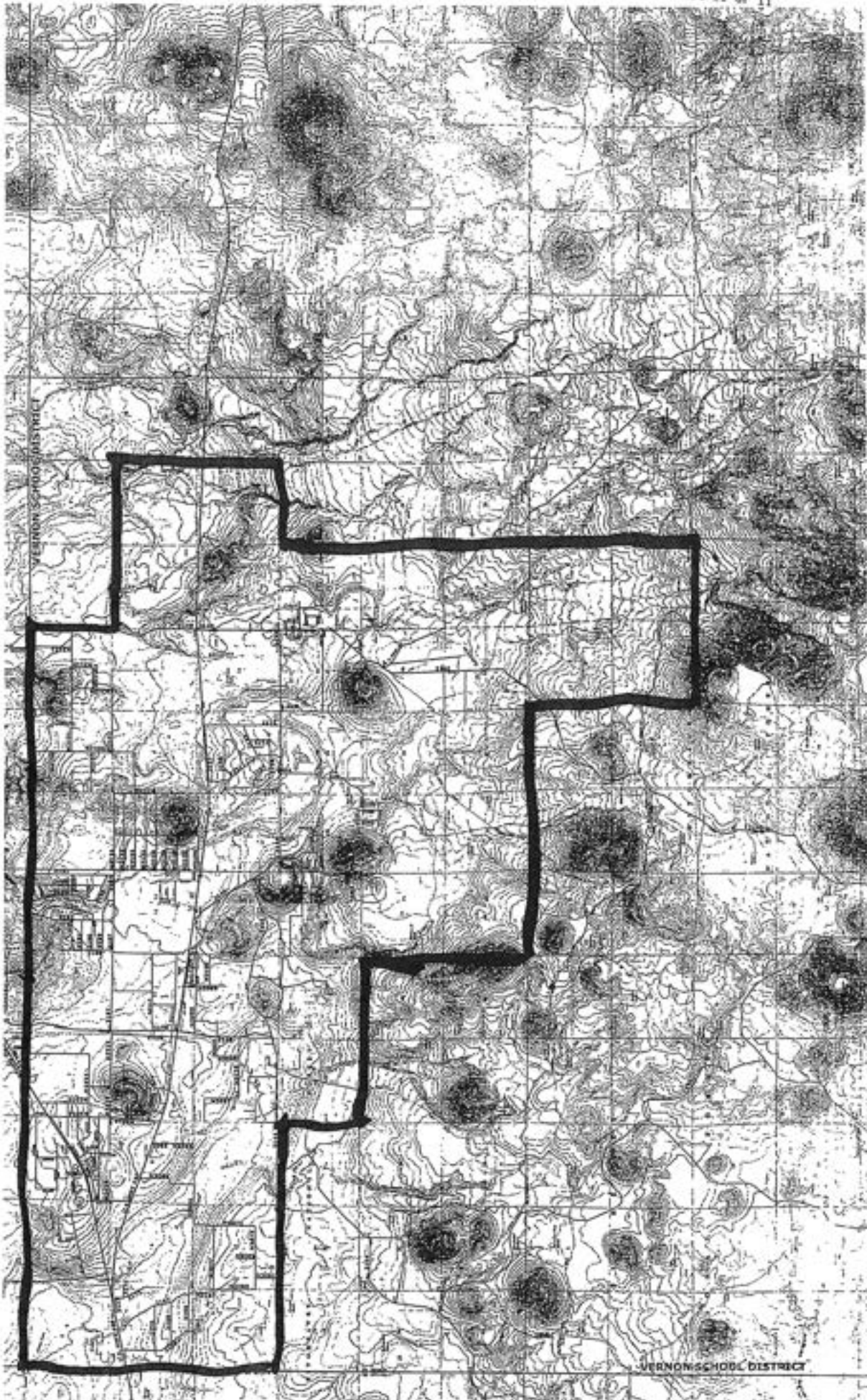
 Date: 5/14/05
Andrew Bevan Jones
Chairman

 Date: 5-14-05
David E. Reinhold
Vice Chairman

 Date: 5-17-05
Gary L. McClure
Secretary/Treasurer

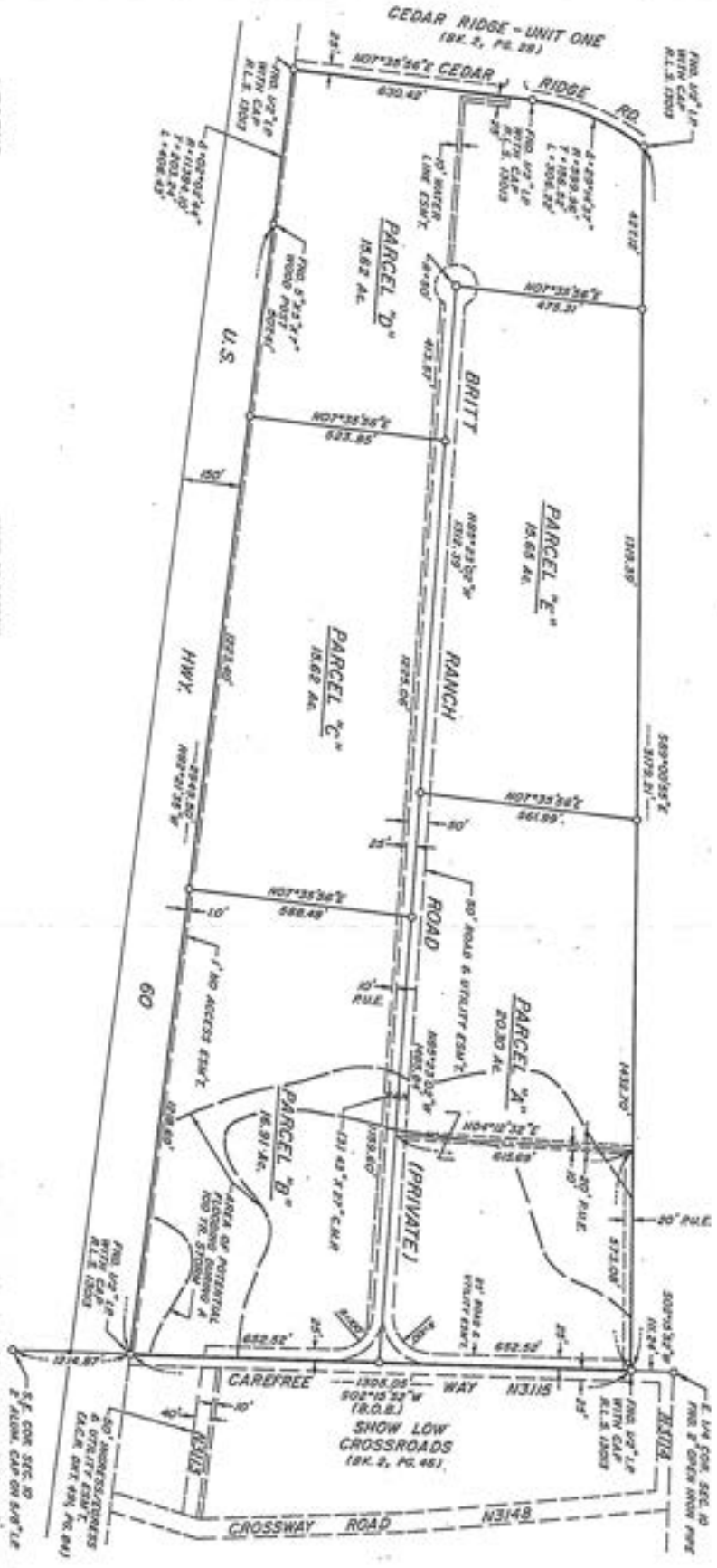
_____ Date: _____

_____ Date: _____



VERNON SCHOOL DISTRICT

RECORD OF SURVEY
 BEING A LAND DIVISION OF A PORTION OF THE S. 1/2 OF SECTION 10,
 T-10-N, R-24-E, G.S.R.M., APACHE COUNTY, ARIZONA



LEGEND
 1/2" 1/2" TAGGED L.S. 8719
 METERS OVERLAP NOTED

NOTES

1. BASIS OF BEARINGS - THE EAST LINE OF THE L.S. 8719 OF SEC. 10, T. 10-N, R. 24-E, G.S.R.M., APACHE COUNTY, ARIZONA (BOOK NO. 92-3601).
2. ALL EASEMENTS SHOWN ON THIS PLAN ARE FOR THE SOLE USE OF THE PROPERTY OWNERS, THEIR HEIRS AND ASSIGNS AND ARE TO REMAIN IN PERPETUITY.

STATE OF ARIZONA
 COUNTY OF MARICOPA S.S.

I do hereby certify that the within instrument was filed and recorded at request of **Andee FLEMMING**, date **11/28/95**, in the office of the County Recorder of Maricopa County, State of Arizona, G.S. No. **92-3601** records of Arizona. Witness my hand and official seal this **28th** day of **November**, 1995.
 County Recorder



This is to certify that this map, consisting of the 11 sheets herewith, is a true and correct copy of the original map as approved during the month of **Nov**, 1995 that the survey is true and complete, all monuments shown actually exist, their positions are correctly shown and said monuments are sufficient to enable the survey to be retraced.

Registered Land Surveyor, P.L.C., No. 9713



Date July 1995

Job No. B 95079

Jones & Assoc., Inc.
 2627 N. FIRST AVE.
 TUCSON, AZ. 85719

Account: R0012321

Location

Parcel Number 106-74-002F
Tax Area 0902 - SD#9, FD VERNON
Situs Address 1 N3115

Legal Summary (Note: Summary ONLY, may not be fully complete for use on legal documents) Section: 10 Township: 10N Range: 24E COM B4 COR; S 1156.28' TO POB CONTIN S 260' WLY ALONG N SIDE OF US HWY 60, 569' NLY 260' ELY 556.61' TO POB.

Owner Information

Owner Name VERNON FIRE DISTRICT
Owner Address PO BOX 400
VERNON, AZ 85940

Assessment History

Full Cash Value (FCV)	\$20,671
Limited Property Value (LPV)	\$18,594
Primary Assessed	\$2,789
Exempt	(\$2,789)
Net Primary Assessed	\$0
Secondary Assessed	\$3,101
Exempt	(\$3,101)
Net Secondary Assessed	\$0

Tax Area: 0902 Primary Rate: 7.0790
Secondary Rate: 5.0395

Legal Class	FCV	LPV	Primary Assessed	Secondary Assessed
02.R	\$20,671	\$18,594	\$2,789	\$3,101

Transfers

No Transfer Documents

Images

- [GIS](#)



November 9, 2022

RE: Vernon Fire Station Telecommunications Tower

Our firm is a telecommunications owner and operator throughout the Four Corners States. Commnet Broadband is exploring the opportunity to construct a telecommunications facility adjacent to the Vernon Fire Station located at 1 CR N3115, Vernon, AZ 85940.

Commnet is proposing to provide reliable high-speed broadband internet with fiber optic infrastructure to connect homes and businesses as well as fixed wireless solutions to the community. These suggested upgrades have been made possible with a large grant from the Arizona Department of Commerce as well as investments from Commnet.

Vernon needs significant improvement of their telecommunications infrastructure. In addition to Commnet's planned services, major wireless carriers will have the opportunity to add their equipment on the new tower to provide enhanced coverage to the area.

Commnet will be hosting an on-site meeting with the neighbors to explain in greater detail the proposed project and to receive comments or concerns of the new facility. Additionally, if you cannot attend the on-site meeting, you may contact myself by sending a letter to the address listed below or an email to Commnet directly.

Vernon On-Site Neighborhood Meeting:

Date: December 16, 2022
Time: 11:00 AM
Place: Behind the Vernon Fire Station
1 CR N3115
Vernon, AZ 85940

Commnet Broadband Contact Info:

Jessica Harris
Real Estate Specialist
1562 Park Street
Castle Rock, CO 80109
Jessica.Harris@commnetbroadband.com
(c) 561-716-6662

Please do not hesitate to reach out for any additional information.

Sincerely,

Jessica Harris

Vernon Fire Station Telecommunications Tower – Commnet of Arizona, LLC (dba Commnet Broadband)

Citizen Participation Plan

- A. Property owners within 300 feet of parcel will be notified in writing regarding the information about Commnet's proposed facility as approved by Community Development Department.
- B. Those affected will be notified via a detailed letter mailed to a list of property owners.
- C. The details of the letter will provide a visual as well as specifications of the telecommunications tower and compound details.
- D. In the letter, contact information will be provided for owners to call, mail, or email Commnet Broadband to share their concerns or ask questions at any time as well as attend to our onsite community meeting to further discuss the proposal in person.
- E. Commnet intends to complete the citizen participation plan prior to submittal of the Conditional Use Permit application.
- F. Applicant will share the exact letter that was mailed to property owners and provide feedback in the Citizen Participation report submitted as part of the Conditional Use Permit application package.

Citizen Participation Report

Took place **December 16, 2022, at 11:00AM behind the Vernon Fire Station off HWY 60**
Steve Pierce, Commnet Broadband Area Construction Manager lead the meeting.

21 Letters mailed to property owners within 300 feet of parcel confirmed by Assessor's office and Community Development Department – Shanna Pearce

4 Owner's attended in person along with the Vernon Fire Chief, Dave Niehuis

1 Owner called Commnet Broadband regarding due diligence and services to be provided.

0 Owner's responded in writing or via email.

Issues brought up were:

1. 5G interference
 - a. Provided pamphlets on 5G and how it will not interfere with home or office radio frequencies.
2. Road maintenance during construction
 - a. Commnet will make sure adjacent roadways are maintained/repared to the same condition prior to construction.
3. Tower
 - a. No sound will be transmitted from the tower.
 - b. Tower will not be illuminated and will not interfere with evening darkness.
4. Purpose of new facilities
 - a. Provide reliable high speed internet using fiber to the premises service as well as fixed wireless service.
 - b. Provide mobile wireless coverage with affixed antennas to tower using Verizon Wireless's top tier service.

WHITE MOUNTAIN INDEPENDENT
P.O. BOX 1570, SHOW LOW, AZ 85902
928-537-5721 PHONE 928-537-1780 FAX

State of Arizona)
) ss.
County of Navajo)

Affidavit of Publication
 Navajo Apache

I, Victoria Starns, being first duly sworn, depose and say: I am the agent of the White Mountain Publishing, LLC. publisher of the White Mountain Independent, a semi-weekly newspaper of general circulation published at Eagar, County of Apache, and Show Low, County of Navajo, Arizona and that the copy hereto attached is a true copy of the advertisement as published in the White Mountain Independent on the following date(s):

03/17/2023

The Apache County Planning and Zoning Commission will hold a meeting on Thursday, April 6, 2023, at 1:00 p.m. in the Board of Supervisors Room, located in the Apache County Annex at 75 W. Cleveland, St. Johns, Arizona, at which the Commission will hold a public hearing to consider and possibly recommend approval of the following item:

PUBLIC HEARING, consideration, and possible recommendation for approval of a conditional use permit allowing Commnet of Arizona, LLC to construct a 195' Telecommunications tower within a 100' x 100' fenced compound. The proposed tower will provide high-speed 5G broadband internet with fiber optic infrastructure to connect homes and businesses as well as fixed wireless solutions to the community. The proposed tower will also be designed to support additional commercial wireless carriers to provide enhanced coverage to the community. The proposed location is adjacent to the Vernon Fire Station at 1 CR N3115 in Vernon, AZ. A.P.N. 106-74-002F.

*Pursuant to the Americans with Disabilities Act, the Apache County Planning & Zoning endeavors to ensure the accessibility of its meetings to all persons with disabilities. If you need an accommodation for a meeting, please contact Shanna at (928) 337-7526, 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 Commission may participate telephonically or through video communication.

*These items are available on the county Web site at www.co.apache.az.us at least 24 hours prior to the scheduled meeting. Those wishing to comment on any of these items may do so in writing, by e-mail, or in person. Mail comments to Apache County Community Development, P.O. Box 238, St. Johns, AZ 85906, or e-mail planning@co.apache.az.us.

***if you plan to attend the public meeting, please call (928) 337-7526 the day of the meeting to ensure that the meeting has not been cancelled or postponed.

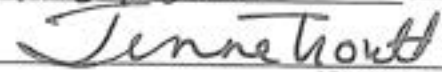
Published in the White Mountain Independent: #165538, F, March 17, 2023

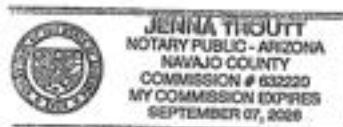
White Mountain Independent



Sworn to me this

20th day of March, 2023 A.D.


Notary Public



Posted 3/22/23

NOTICE

THE APACHE COUNTY
PLANNING & ZONING COMMISSION
WILL HOLD A PUBLIC MEETING

75 W. Cleveland Street,

County Annex Board of Supervisors Room

Thursday April 6, 2023

AT

1pm

FOR THE PURPOSE OF
CONDITIONAL USE PERMIT

195 Foot Telecommunication Tower

CommNet of AZ, LLC

FOR THE PROPERTY

DESCRIBED AS FOLLOWS:

PARCEL/REFERENCE NUMBER: 106-74-002F

LOCATION/LEGAL DESCRIPTION 1 CR N3115

Section: 10, Township: 10N, Range: 24E

ALL INTERESTED PERSONS ARE ENCOURAGED
TO ATTEND THE PUBLIC MEETING

HEARING



Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Community Development

Date/Signature: Matthew Fisher

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

Consent Agenda - Request the appointment of Bob Pollock from Greer to serve on the Planning & Zoning Commission for District III, appointed for a 4-year term effective May 8, 2023.

BOS Meeting Date Requested: May 2, 2023

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature Chris Roth

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

COMPUTERIZED SYSTEM MAINTENANCE AGREEMENT

This Computerized System Maintenance Agreement (the "Agreement") is entered into as of April 12, 2023, between Saul's Creek Engineering, Inc., of PO Box 63090, Colorado Springs CO 80962 ("Saul's Creek Engineering"), and Apache County Recorder's Office of 75 W Cleveland, St Johns, AZ 85936 ("County").

WHEREAS, Saul's Creek Engineering has developed a certain proprietary software and computer hardware system known as **theCountyRecorder™** (the "System"); and

WHEREAS, County has purchased the System from Saul's Creek Engineering; and

WHEREAS, County desires maintenance, support and services of the System.

NOW, THEREFORE, the undersigned, by execution of this Agreement do hereby agree as follows:

1. SERVICE ITEMIZATION. Maintenance, support and services will be provided to the County for a period of four months beginning on May 1, 2023. A summary of services provided under this agreement are shown in the following table:

Maintenance Cost - Monthly				
Qty	Description	Reference	Unit Price	Total
1	Support & Maintenance	Para. 4	\$1,280.00	\$1,280.00
1	Internet Services	Para. 3	\$330.00	\$330.00
Total Monthly Recurring Costs				\$1,610.00

2. SOFTWARE LICENSE. The County is granted a nonexclusive, non-transferable, limited license to install and use the System software on any computer located on the County LAN (local area network) or WAN (wide area network). This license is limited to sites and computers owned by the County. This license does not allow or provide for use of the System outside the County.

This software license was granted in a Purchase Agreement dated February 23, 2003.

3. SUPPORT AND MAINTAINANCE. This Agreement includes a four (4) month System Maintenance, Support and Upgrade Warranty ("Maintenance") commencing on the date specified in the "Service Itemization" section.

The remote access support service will trouble shoot operator problems, correct database errors, should they occur, and keep the System operational and efficient.

The cost of the Maintenance is \$1,280.00 per month. Saul's Creek Engineering will bill the County in advance in the amount of \$5,120.00.

The Maintenance specifically does not cover legislative mandated changes.

Cost of programming changes beyond initial System installation and upgrades will be done at the County's expense on a time and materials basis to be negotiated at the time of service.

4. INTERNET SERVICES. Saul's Creek Engineering will provide internet services consisting of eRecording, a hosted Public search web site and off-site data backup. The Hosted Website will allow public access to search both index and image data. Data from the Recorder's Server will be replicated via the internet to the Hosted Website. The Hosted Website is owned by Saul's Creek Engineering, the data is owned by the County. Saul's Creek Engineering will be responsible for development, installation and maintenance of the Hosted Website.

The cost of the Hosted Website is \$330.00 per month commencing on the date specified in the "Service Itemization" section. Saul's Creek Engineering will bill the County in advance in the amount of \$1,320.00.

5. FUTURE SYSTEM UPDATES. Future updates to the System may require software and/or hardware upgrades to the County's existing equipment at the County's expense. Future updates that include extended functionality to the System may also require payment of an upgrade fee to Saul's Creek Engineering. The amount of any upgrade fees will be negotiated at the time of upgrade.

6. SYSTEM REQUIREMENTS. Computer requirements for the Recorder's Server and Workstations are specified in System Requirements ("Attachment A"). It is the County's responsibility to insure all existing computers used with the System meet these requirements. Any computers that do not meet these requirements must be upgraded to meet the minimum requirements at the County's expense.

7. HARDWARE MAINTENANCE. It is the County's responsibility to maintain all hardware delivered as part of the System. Saul's Creek Engineering will provide guidance to assist the maintenance of this equipment. Changes made to the Recorder's Server, hardware and software must be coordinated with Saul's Creek Engineering prior to implementation to insure compatibility with the System.

8. DATA BACKUP. It is the County's responsibility to perform data backup of the System database and image store. The System will include software to aid County in performing this task. Saul's Creek Engineering will support the County in their data backup effort but will not be held responsible for ongoing data scheduling and backup of the database and image store.

9. REMOTE ACCESS. The County will be responsible for providing remote access capability to the Recorder's Server as described in System Requirements ("Attachment

A”). The Recorder’s Server requires remote access by Saul’s Creek Engineering to provide support and maintenance.

10. PAYMENT. The County will be invoiced for all payments due under this contract. Saul’s Creek Engineering will allow a 30-day payment period, within which the County must remit payment in full and in advance, payable by check to Saul’s Creek Engineering, Inc., PO Box 63090, Colorado Springs, CO 80962-3090.

11. LATE PAYMENT OF MAINTENANCE OR SERVICE FEES. Saul’s Creek Engineering may terminate this contract if payments are past due. Written notice will be given to the County by Saul’s Creek Engineering for intent to terminate this contract for late payment. If payment is not received by Saul’s Creek Engineering after 30 days of the written notice this contract will be terminated.

12. FUTURE FUNDING. This Agreement is not intended to be, nor shall it constitute, a multiple-fiscal year financial obligation of County. While County hereby affirms its present intention to appropriate funds sufficient to pay all amounts specified herein in subsequent years, it shall be under no obligation to do so. County’s funding obligation with regard to the Hosted Website and/or the System Maintenance, Support and Upgrade Warranty beyond the initial year of this agreement is expressly subject to the County Board appropriating sufficient funds for this specific contractual obligation through the County’s annual budget appropriation process. Should the County Board fail or refuse to budget and appropriate funding for this contractual obligation for any subsequent fiscal year the contractual obligation shall terminate on last day of the fiscal year preceding the year for which funding of the contractual obligation has not been budgeted and appropriated.

The County may cancel the Internet Service and/or the System Maintenance, Support and Upgrade Warranty at any time by providing Saul’s Creek Engineering 30 day written notice. However, in no event shall the County’s total financial obligation to Saul’s Creek Engineering for these services exceed the funding lawfully budgeted and appropriated for the current fiscal year contractual obligation.

13. MEDIATION. If a dispute relating to this contract is not resolved, the parties shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediation cannot impose binding decisions. The parties to the dispute must agree before and settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved 30 calendar days from the date written notice is requesting mediation is sent by one part the other. This Section shall not alter any date in this contract, unless otherwise agreed. Mediation will be located in the state of Arizona and will be managed by an Arizona mediator.

If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof which cannot be resolved by mediation, any suit or proceeding at law or in

equity shall be brought in the Arizona Superior Court in Gila County of the State of Arizona. The parties hereby waive any objection to a suit or proceeding brought in the foregoing forum on the grounds that the suit or proceeding is brought in an improper or inconvenient forum or otherwise should be heard in any other forum for any reason.

14. LIMITATIONS OF LIABILITY. Saul's Creek Engineering shall not be liable to County for indirect, special, incidental, exemplary, or consequential damages (including, without limitation, lost profits) related to this Agreement or resulting from County's use or inability to use the System, arising from any cause of action whatsoever, including contract, warranty, or strict liability, even if Saul's Creek Engineering has been notified of the possibility of such damages.

15. CONFIDENTIALITY. Both parties acknowledge that during the course of this Agreement, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and the terms of this Agreement as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Agreement, to the extent permitted by Arizona law.

16. NOTICES. All notices required or permitted hereunder or under any related agreement or instrument will be deemed delivered when delivered personally in writing or mailed, by certified mail, return receipt requested, or registered mail, to the parties at the following addresses or to such addresses as the respective parties may in writing hereafter direct:

Saul's Creek Engineering, Inc.
PO Box 63090
Colorado Springs CO 80962
ATTN: Bruce Ellsworth

Apache County Recorder's Office
PO Box 425
St Johns, AZ 85936
ATTN: Larry Noble

17. GENERAL PROVISIONS.

This Agreement represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral. The terms of Attachment A are incorporated into the contract.

Neither this Agreement, nor any rights or obligations hereunder shall be assigned by a party without the prior written consent of the other party.

This Agreement shall be modified only by a written agreement duly executed by all parties hereto.

The parties mutually understand and agree that this Agreement shall be governed by and interpreted pursuant to the laws of the State of Arizona. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if County is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

County does not waive any governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such party's address as listed herein, or personally to such other party. A party may change its address for notice hereunder by giving written notice to the other party of the new address.

The parties have executed this Agreement the day and year above written.

Apache County Recorder's Office, Arizona

By: _____ Date: _____
Larry Noble
County Recorder

Saul's Creek Engineering, Inc.

By: _____ Date: _____
Bruce Ellsworth
President

ATTACHMENT A

SYSTEM REQUIREMENTS

Disclaimer

The requirements specified here are subject to change and should be used as a guideline for initial system installation. As theCountyRecorder™, operating systems, and other components evolve, system requirements will change to maintain compatibility with these improvements.

Recorder's Server

The server must meet all hardware and software requirements imposed by .Net Framework 4.7.2.

The Recorder's Server requires network connections to all users of theCountyRecorder™.

An Internet connection by the Recorder's Server is required. No bandwidth requirements are imposed.

Access to the server with remote access software from Saul's Creek Engineering's offices is required.

Operating System	Windows Server 2016 Windows Server 2019 Windows Server 2022
Hardware Requirements - Minimum	1G Hz processor 8G byte memory
Software Requirements	.Net Framework 4.7.2 Microsoft SQL Server (see notes below) Remote access
Hard Disk	150G byte OS partition 2.0T byte Data partition

Recording Workstations

The Recorder software runs on workstations located in the Recorder's office. The software requires these workstations have a minimal hardware and software level of compatibility.

The workstations must meet all hardware and software requirements imposed by the .Net Framework 4.7.2.

RS-232 Port: an RS-232 port is necessary if a slipsheet / receipt printer is installed on the Recording Workstation

Operating System	Windows 7 Windows 8 Windows 8.1 Windows 10 Windows 11
Hardware Requirements - Minimum	1G Hz processor 4G byte memory
Software Requirements	.Net Framework 4.7.2
Hard Disk	500G byte
Video	A screen resolution of 1280 x 1024 or greater is required. We recommend a monitor screen size of 20 inches or larger.
Network Connection	A 1000M bit/sec network connection or greater is recommended.

Public Search Workstations

Public Search workstations have the same requirements as Recorder's workstations.

Database

theCountyRecorder™ requires Microsoft's SQL Server 2016 or greater for its database.

Scanners

Scanners used with theCountyRecorder™ must be 32 bit TWAIN compatible.

Labeling Devices

Support for slip sheet and label printers will be added on an as-needed basis. Printers that have not been qualified for use with theCountyRecorder™ may need to be sent to Saul's Creek Engineering for integration.

Cognitive TPG slip sheet printers, including the A760, are supported. Please note that slip sheet printers require a RS-232 port on the connected workstation.

The Dymo LabelWriter series is supported.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Date/Signature: _____

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

Engineering: Request approval of relocation reimbursement in the amount of \$1,000 in accordance with Apache County Human Resources Policy Manual Section 1.7 for newly hired Senior Project Engineer, Christopher Padilla.


BOS Meeting Date Requested: May 2, 2023

PRE-AGENDA ITEM REVIEW

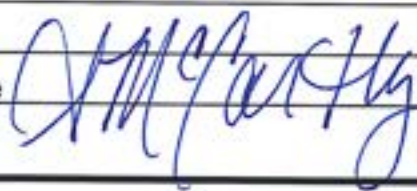
Legal Review: _____

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)

Election Department

Date/Signature:

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

Election Department: Discussion and possible approval to allow the White Mountain Communities Special Health Care District to hold a vote by mail election on November 7, 2023 to re-authorize the authority to levy a secondary property tax.

BOS Meeting Date Requested 5/2/23

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature



Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

WHITE MOUNTAIN COMMUNITIES
SPECIAL HEALTH CARE DISTRICT

P.O. BOX 2955
ST. JOHNS, AZ 85936
TELEPHONE: (928) 337-2014
FAX: (928) 337-2114

EMAIL: admin@whitemountainhealthdistrict.org

March 22, 2023

Ms. Angela Romero
Elections Director
Apache County
75 W. Cleveland St.
St Johns, Arizona 85936

RECEIVED

MAR 30 2023

Board of Supervisors
Apache County, AZ

Mr. Ryan Patterson
County Manager/Clerk of the Apache County Board of Supervisors
Apache County
P.O. Box 428
St Johns, Arizona 85936

Certified Mail

Re: Call for Election – White Mountain Communities Special Health Care District

Dear Ms. Romero and Mr. Patterson:

Attached is a Call for Election approved by White Mountain Special Health Care District Board Resolution for a mail ballot election. The resolution was unanimously approved on March 22, 2023. This resolution has been reviewed by Counsel for the Health Care District pursuant to and in compliance with Arizona Revised Statutes, ARS Title 48 Chapter 31, ARS 16-204, ARS-16-225, and ARS 16-558. The requested date for the mail ballot election is November 7, 2023.

In order to proceed we request review and approval of this election by the Apache County Board of Supervisors at their May 2, 2023 meeting. I plan to attend to speak on behalf of this request and answer any questions the Board of Supervisors may have.

Should you have questions or need further information please call me at (928) 245-9369, or my e-mail is jcampeau@frontiernet.net.

Thank you in advance for your assistance in this matter.

Sincerely,

Jerry Campeau

Jerry W. Campeau, Board Chairman
White Mountain Communities Special Health Care District

RESOLUTION

RESOLUTION OF BOARD OF DIRECTORS OF WHITE MOUNTAIN COMMUNITIES SPECIAL HEALTH CARE DISTRICT CALLING AN ELECTION TO BE HELD ON NOVEMBER 7, 2023 FOR THE PURPOSES STATED IN THIS RESOLUTION

WHEREAS, White Mountain Communities Special Health Care District (the "District") is a special health care district organized pursuant to Title 48, Chapter 31, Ariz. Rev. Stat., as amended (the "Act"); and

WHEREAS, the District is permitted by law to call, hold and conduct elections at the times and places provided by law and for the purposes specified in the Act; and

WHEREAS, at an election held on November 5, 2019, a majority of the qualified electors voting in the election authorized the District to cause to be levied a secondary property tax on the taxable property in the District, to pay the costs of maintaining and operating the District's facilities and for professional and other services to the District, which levy shall be at a rate of tax to be levied in any fiscal year shall not exceed the maximum levy permitted by law and the continued imposition of such tax shall be subject to the approval of a majority of the qualified electors of the District at least every ten (10) years; and

WHEREAS, at the election held on November 6, 2018, the qualified electors voting in the election authorized the District to use a portion of the funds received by the District from the secondary property tax the District was authorized to cause to be levied, to maintain and operate an ambulance service or pay the costs of an ambulance service contract, the continued authorization for such is not a new tax but is subject to approval by the qualified electors of the District at least every five (5) years; and

WHEREAS, it has been five (5) years since the voters last reauthorized the tax – paid for out of the approved secondary property taxes levied by the District -- to defray the costs necessary to maintain and operate an ambulance service and/or pay the costs of an ambulance service contract, and the Board of Directors has found and determined that it is necessary and appropriate to call, hold and conduct an election in the District for the re-authorization of the same as required by law;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors of White Mountain Communities Special Health Care District, as follows:

1. The District hereby calls and shall hold and conduct an election on Tuesday, November 7, 2023 for the following purpose:

To obtain the continued approval of a majority of the qualified electors voting in the election to reauthorize the tax imposed by the District from the secondary property tax approved by the voters, necessary to maintain and operate an ambulance service and/or pay the costs of an ambulance service contract; the continued authorization of the tax to defray the costs of such

service is not a new tax, rather a portion of the existing funds, and it is subject to the approval of the qualified electors of the District at least every five (5) years.

1. All persons who reside within the District and who possess the qualifications required of electors under the general election laws of the State of Arizona shall be eligible to vote in the election.

2. The election shall be conducted in all respects in accordance with applicable federal and Arizona laws with respect to non-partisan elections.

3. The District shall publish a call of election, in substantially the form thereof attached hereto as Exhibit A, in the manner prescribed by law.

4. The District directors, officers, administrative staff, legal counsel and authorized representatives are authorized and directed to take such actions as are necessary to implement this Resolution and to provide for, hold and conduct the election on November 7, 2023, in compliance with all applicable Arizona and federal laws, including but not limited to the preparation and giving of all such notices as are required by law, the preparation of ballots, the translation of all materials required to be in bilingual form, the preparation or obtaining of all necessary voter registration rolls, the establishment of election precincts and polling places, the retention and training of poll workers, the appointment of an election board and tally board, and the preparation or obtaining of all materials and supplies necessary to conduct the election. In such regard, the District is hereby authorized to enter into such intergovernmental agreements and arrangements with the Apache County Elections Department as the District directors and officers believe are reasonable and appropriate, to obtain the services and assistance of the Apache County Elections Department in holding and conducting the election.

Dated: March 22, 2023

WHITE MOUNTAIN COMMUNITIES
SPECIAL HEALTH CARE DISTRICT

By

Jenny Campeau

Chairman

- 2 -
EXHIBIT A

NOTICE OF CALL OF ELECTION
FOR WHITE MOUNTAIN COMMUNITIES SPECIAL
HEALTH CARE DISTRICT

Notice is hereby given that White Mountain Communities Special Health Care District (the "District") will hold and conduct an election on Tuesday, November 7, 2023 for the following purpose:

- a. to obtain the continued approval of a majority of the qualified electors voting in the election to use a portion of the existing funds received by the District, from the secondary property tax the District is authorized to cause to be levied, to maintain and operate an ambulance service and/or pay the costs of an ambulance service contract; the continued authorization for such use of funds to be subject to the approval of the qualified electors of the District at least every five (5) years.

Persons who reside within the District and who possess the qualifications required of electors under the general election laws of the State of Arizona shall be eligible to vote in the election. The last date to register to vote in the election is October 9, 2023.

Dated: March 22, 2023

Jenny Campeau

Chairman

WHITE MOUNTAIN COMMUNITIES SPECIAL HEALTH CARE DISTRICT

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Sheriff's Office

Date/Signature:  3/27/2023

Describe in detail what you want to say to the Board and what action you want the Board to take:
Discussion and possible approval of the Modification of Grant #22-LE-11030100-034 to increase an
Additional \$5,000 for continued campground/forest patrol.

BOS Meeting Date Requested April 4, 2023

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 _____



MODIFICATION OF GRANT OR AGREEMENT	PAGE	OF PAGES
	1	3

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 22-LE-11030100-034	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY: N/A	3. MODIFICATION NUMBER: 001
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Apache Sitgreaves National Forest 30 South Chiricahua St., Spingerville, AZ 85938	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Apache Sitgreaves National Forest 30 South Chiricahua St Spingerville, AZ 85938	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Apache County Sheriff's Office 370 S Washington, Saint Johns, AZ 85936-0000	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only): N/A	

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: Adds additional USFS funding in the amount of \$5,000.00. Funding is for continued patrol activities in accordance with the original approved operating plan, valid thru 12/31/2026.
<input checked="" type="checkbox"/>	ADMINISTRATIVE CHANGES: Remove USFS program contact Canuto Molina and replace with DeWayne Ross, Patrol Captain, 3005 E. Camino Del Bosque, Silver City NM 88061. Email: dewayne.ross@usda.gov, phone: 575-388-8269. Update the position title of the cooperator administrative contact Jeff Soderquist from Patrol Sergeant to Commander
<input type="checkbox"/>	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in I, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):
Modification 001 is to add funding and update contacts as listed above.

10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input type="checkbox"/>	Other:

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. APACHE COUNTY SIGNATURE	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE	11.D. DATE SIGNED
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.E. NAME (type or print): JOSEPH DEDMAN JR.		11.F. NAME (type or print): JAMES ALFORD	
11.G. TITLE (type or print): Sheriff		11.H. TITLE (type or print): Special Agent in Charge, Southwestern Region	
11.I. APACHE COUNTY SIGNATURE	11.J. DATE SIGNED	11.K. U.S. FOREST SERVICE SIGNATURE	11.L. DATE SIGNED
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.M. NAME (type or print): ALTON JOE SHEPHERD		11.N. NAME (type or print): ROBERT LEVER	
11.O. TITLE (type or print): Chairman-Supervisor-District II		11.P. TITLE (type or print): Forest Supervisor	



12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by:

MARI LLITERAS Digitally signed by MARI LLITERAS
Date: 2023.04.04 15:15:47 -08'00'

MARI LLITERAS
U.S. Forest Service Grants & Agreements Specialist

12.B. DATE
SIGNED



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

IT Department

Date/Signature: Steve V. Kaji 4/24/23

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

Discussion/Approval/Disapproval of the Registration Services Agreement between the Board of Supervisors and the American Registry for Internet Numbers.

BOS Meeting Date Requested: 05/02/23

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature Ch Rth

Finance Review: _____

Signature Joseph H. H.

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

**AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD.
REGISTRATION SERVICES AGREEMENT**

This REGISTRATION SERVICES AGREEMENT ("Agreement") is made by and between the AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD. ("ARIN"), a Virginia nonprofit corporation, and APACHE COUNTY BOARD OF SUPERVISORS ("Holder").

1. INTRODUCTION

(a) ARIN is a Regional Internet Registry serving the United States, Canada, and specific designated islands in the Caribbean Sea and North Atlantic Ocean. ARIN is responsible for the registration, administration, and stewardship of Internet number resources in these geographic areas.

(b) For purposes of this Agreement (i) the term "Included Number Resources" means the Internet number resources, which include without limitation registration rights for Internet Protocol ("IP") address space and Autonomous System Numbers ("ASN's"), issued or to be issued to Holder by ARIN, and any other number resources issued to Holder or its predecessor in interest prior to ARIN's inception on December 22, 1997 ("Legacy Number Resources") and specifically identified by Holder as subject to this Agreement; and, (ii) the term "Services" means the services that ARIN provides pursuant to this Agreement with respect to the Included Number Resources to Holder, including, without limitation, the inclusion of the registry entries for IP address space and/or ASN's, reverse name service on network blocks, Resource Public Key Infrastructure ("RPKI"), maintenance of resource records, and administration of IP address space; and (iii) any reference to "number resources" shall mean both IP address space and ASN's.

(c) In addition to the Agreement, the Services are subject to the terms and conditions of ARIN's Number Resource Policy Manual (as amended, supplemented, or otherwise modified as provided under Section 5), and other policies, guidelines and procedures adopted by ARIN (collectively, the "Policies") and published on ARIN's Website located at <http://www.arin.net> (the "Website"). This Agreement and the Policies are referred to collectively as the "Service Terms." In the event of any inconsistency between the Policies and this Agreement, the terms of this Agreement will prevail but solely to the extent of the inconsistency. This Agreement supersedes any prior or contemporaneous agreement between Holder and ARIN for Included Number Resources.

d) Because of the necessary role that ARIN performs for the Internet community, ARIN reserves the right, in its sole and absolute discretion, to amend, supplement, restate or otherwise modify any or all Policies at any time and from time to time, including the right to implement new Policies and/or make some or all Policies obsolete. ARIN will provide notice (pursuant to Section 14(i)) of Policy changes to Holder. ARIN will also publish Policy changes on its Website. Policy changes are effective immediately and binding on Holder upon the earlier of ARIN's notice to Holder or publication on ARIN's Website, at which time the Policy changes shall constitute a part of the Policies. Holder's continued access to or use of any Services after such notice or publication constitutes Holder's acceptance of such Policy changes.

(e) ARIN may only modify the terms of this Agreement under the following circumstances:

(1) The Board finds an immediate and compelling need to amend the Agreement due to a definable, discrete, identifiable change in relevant statute or caselaw; or

(2) Upon recommendation of the Board and ratification by Member vote.

Upon ARIN changing the terms of this Agreement, ARIN will provide notice of change in writing delivered by any of the following methods: (i) hand delivery, (ii) certified U.S. or registered international mail, return receipt requested, postage prepaid, (iii) reputable overnight courier. The effective date of such a change shall be no earlier than 90 days from the notice. ARIN will also publish the revised terms of the Agreement on its Website. Holder's continued access to or use of any Services after such notice or publication constitutes Holder's acceptance of the revised terms.

2. CONDITIONS OF SERVICE

(a) Compliance. In receiving or using any of the Services, Holder must comply with the Service Terms.

(b) Provision of Services and Rights. Subject to Holder's on-going compliance with its obligations under the Service Terms, including, without limitation, the payment of the fees (as set forth in Section 4), ARIN shall (i) provide the Services to Holder in accordance with the Service Terms and (ii) grant to Holder the following specified rights:

- (1) The exclusive right to be the registrant of the Included Number Resources within the ARIN database;
- (2) The right to use the Included Number Resources within the ARIN database; and
- (3) The right to transfer the registration of the Included Number Resources pursuant to the Policies.

Holder acknowledges that other registrants with ARIN have rights that intersect or otherwise impact Holder's rights and/or use of the Included Number Resources, including, but not limited to, other registrants benefiting from visibility into the public portions of registrations of the Included Number Resources as further described in the Policies.

(c) Information and Cooperation. Holder has completed an application provided by ARIN for one or more Services (the "Application"). Holder must (i) promptly notify ARIN if any information provided in the Application changes during the term of this Agreement, and (ii) make reasonable efforts to promptly, accurately, and completely provide any information or cooperation required pursuant to the Service Terms or in response to any inquiry or request made to Holder by ARIN during the term of this Agreement. In addition, Holder shall promptly provide ARIN with complete and accurate information, and cooperation as required by any Service Terms or that ARIN requests in connection with ARIN's provision of any of the Services to Holder. If Holder does not provide ARIN with such information or cooperation that ARIN requests, ARIN may take such failure into account in evaluating Holder's subsequent requests for transfer, allocation or assignment of additional number resources, or requests for changes to any Services.

(d) Prohibited Conduct By Holder. In using any of the Services, Holder shall not: (i) disrupt or interfere with the security or use of any of the Services; (ii) violate any applicable laws, statutes, rules, or regulations; or (iii) assist any third party in engaging in any activity prohibited by any Service Terms.

(e) Cooperation With Government Authority. ARIN shall have the right, without liability or notice to Holder, to cooperate and comply with all applicable laws, statutes, rules, or regulations and all government or judicial inquiries or orders ("Orders") with respect to Holder's use of any Service. ARIN shall have the right, without liability or notice to Holder, to follow any Order concerning any number resources or Holder's use of any Service, including an Order to stop any Service or to terminate this Agreement. ARIN shall, when legally permitted and to the extent allowed by an Order, notify Holder within a reasonable amount of time after receipt of an Order.

(f) Content Control. Holder acknowledges that ARIN does not have the ability to control or influence content accessible through or facilitated by those who receive number resources, directly or indirectly, from ARIN.

3. USE OF THE ARIN DATABASE

(a) Authorization. The Administrative Point of Contact ("POC") will be an employee designated by Holder who will be the principal point of contact between Holder and ARIN with respect to the Included Number Resources in the ARIN registry database, and have the sole right to designate other qualifying POCs of Holder with authority to modify the Included Number Resources in the ARIN registry database ("Authority"). The Administrative POC will also facilitate Holder's compliance with the terms and conditions of this Section 3. Upon ARIN's request, Holder will promptly provide ARIN with accurate documentation and information regarding the identity of the Administrative POC and any other POCs with the authority to act on behalf of Holder. Holder must notify ARIN promptly if: (i) the relationship between a POC and Holder is terminated; (ii) a POC's Authority is to be revoked; (iii) Holder has any reason to believe that a POC has granted or will grant a third party unauthorized access to the ARIN registry database or any portion thereof; or (iv) if Holder wants to designate a different Administrative POC. Notices to ARIN under this Section 3(a) must be given by email to hostmaster@arin.net or submitted through an authorized account via ARIN Online and will be effective when acknowledged as received by ARIN.

(b) Responsibility for Directory Services Data. Holder is responsible for the timely and accurate maintenance of directory services data (Whois) with respect to the Included Number Resources, as well as data concerning any organization to which Holder further sub-delegates the Included Number Resources.

(c) Holder Liability for Acts and Omissions. Holder is solely and exclusively responsible for all acts and omissions of its POCs and/or others acting by or on behalf of Holder, whether or not authorized in law or in fact. Holder is solely and exclusively responsible for the security of its access to and use of Included Number Resources in the ARIN registry database and for any loss or damage that Holder suffers based on its access or use of the ARIN registry database.

4. FEES AND PAYMENTS

(a) Fee Schedule. As a condition precedent to ARIN's duty to provide any Services, Holder shall pay ARIN for providing the Services in accordance with ARIN's Fee Schedule for Included Number Resources, which is

available on the Website. ARIN will have the right to change the Fee Schedule applicable to one or more Services, which change will be posted on the Website, provided that ARIN must set its fees in an open and transparent manner through the ARIN community consultation process. Any change to the Fee Schedule shall be effective upon publication on the Website and shall not be applied retroactively. Legacy maintenance fees cannot exceed the fees charged to comparable non-legacy holders for registration services as set forth in ARIN's Fee Schedule for comparable number resources.

(b) Initial Fees in Advance of Service. Prior to ARIN providing Holder with Services, Holder shall pay ARIN any applicable "initial fees" as set forth in the Fee Schedule, as well as any presently outstanding fees due to ARIN.

(c) Fee Notices and Outcomes. Holder will be notified in writing by an invoice from ARIN to pay its fees. Such invoice will be sent at least 30 days before payment is due. If Holder does not pay the fees due to ARIN under this Agreement when due, ARIN shall provide a second written notice to the Holder that will constitute the notice of delinquency (the "Delinquency Notice"). If Holder fails to make payment in response to the Delinquency Notice within thirty (30) days after the date of such Delinquency Notice, ARIN shall provide Holder with a final delinquency notice and make reasonable efforts to reach Holder telephonically (the "Final Delinquency Notice"). If, for any reason, Holder has not made such payment within thirty (30) days after ARIN provides the Final Delinquency Notice, ARIN has the right to: (i) stop providing Services, and/or (ii) if any invoice remains unpaid six (6) months after payment was due, terminate this Agreement and revoke the Included Number Resources. If the Services are stopped, Holder may have the Services restored if it brings its account current before revocation. To the extent the Included Number Resources have been revoked but not reissued by ARIN, Holder may seek to have such Included Number Resources restored if it contacts ARIN, brings its account current, pays an additional fee that ARIN may prescribe on its Fee Schedule, and signs the then-current Registration Services Agreement.

(d) No Refunds. All fees paid by Holder to ARIN are deemed fully earned upon receipt and are nonrefundable.

5. CURRENT AND FUTURE POLICIES

Pursuant to ARIN's Policy Development Process ("PDP"), ARIN maintains the Policies and may at any time in its sole and absolute discretion amend the Policies, implement new policies (which once amended or implemented, becomes part of the Policies), or revoke existing Policies. Such amendments or new Policies shall be binding upon Holder immediately upon publication on ARIN's Website. Holder acknowledges and agrees to be bound by and comply with the Policies (as amended from time to time), except to the extent the Policies conflict with the terms of this Agreement.

6. REVIEW OF HOLDER'S NUMBER RESOURCES

Whenever a transfer or additional IP address space is requested by Holder, ARIN may review Holder's utilization of previously allocated or assigned number resources and other Services received from ARIN to determine if Holder is complying with the Service Terms. Except as set forth in this Agreement, (i) ARIN will take no action to reduce the Services currently provided for Included Number Resources due to lack of utilization by the Holder, and (ii) ARIN has no right to revoke any Included Number Resources under this Agreement due to lack of utilization by Holder. However, ARIN may refuse to permit transfers or additional allocations of number resources to Holder if Holder's Included Number Resources are not utilized in accordance with Policy.

7. ACKNOWLEDGED RIGHTS TO INCLUDED NUMBER RESOURCES

Holder acknowledges and agrees that Holder acquires express contractual rights to the Included Number Resources by virtue of this Agreement.

8. IMPACT OF VOLUNTARY RETURN OF NUMBER RESOURCES

Holder may voluntarily return to ARIN any portion of the Included Number Resources. If Holder returns any portion of the Included Number Resources, it may be eligible for certain benefits, including partial or permanent reduction in ARIN fees, as ARIN may from time to time prescribe.

9. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other party that: (a) it has the full power and authority to enter into and perform its obligations under this Agreement; (b) the assent to and performance by it of its obligations under this Agreement do not breach or conflict with any other agreement or arrangement by which it is bound; (c) it will comply with this Agreement, the Policies and all applicable laws, regulations or rules, and (d) this Agreement constitutes a legal, valid, binding, and an executory obligation of the parties executing or assenting to this Agreement, enforceable in accordance with its terms and conditions.

10. BANKRUPTCY

(a) If Holder: (i) files any petition under any chapter of the Title 11 of the United States Bankruptcy Code (the "Bankruptcy Code") or other insolvency or bankruptcy law; or (ii) has a petition filed against it under any insolvency or bankruptcy law; or (iii) makes a general assignment for the benefit of creditors, has a receiver appointed for it, or a trustee takes possession of all or substantially all of Holder's assets; or (iv) dissolves, liquidates or ceases its normal business, or indicates its intent to dissolve, liquidate, or cease its normal business operations (each of the foregoing, a "Bankruptcy Event"), Holder will promptly provide written notice thereof to ARIN. Upon such notice, or if ARIN otherwise learns of the occurrence of a Bankruptcy Event, ARIN may take such appropriate or lawful action, including, but not limited to, intervening in such Bankruptcy Event, to preserve its rights under this Agreement, including, but not limited to, ARIN's rights under Section 7. Holder agrees to consent to ARIN intervening in any such Bankruptcy Event and taking such other appropriate or lawful actions as ARIN determines, in its sole and absolute discretion, so that ARIN can protect its rights under this Agreement, including, but not limited to, Section 7.

(b) Holder acknowledges and agrees that this Agreement is executory.

(c) Holder further hereby acknowledges and agrees that none of the number resources, none of the Services, or nothing else provided by or on behalf of ARIN in connection therewith is or will be the property (real, personal, or intellectual) of Holder's bankruptcy estate within the meaning of Section 541 of the Bankruptcy Code.

(d) Upon the occurrence of a Bankruptcy Event, such Bankruptcy Event or any other event of default or breach under this Agreement shall constitute "cause" pursuant to Section 362(d) of the Bankruptcy Code for granting ARIN relief from the automatic stay or any other applicable injunction to exercise ARIN's rights and remedies under this Agreement, and Holder shall, and hereby does, consent to such relief.

11. INDEMNIFICATION

(a) Holder shall indemnify, defend, and hold harmless ARIN, each of their respective predecessors, successors and assigns, each of their respective employees, representatives, agents, attorneys, advisors, trustees, directors, officers, managers, and members (collectively, the "Indemnified Parties") from any and all claims, demands, disputes, actions, suits, proceedings, judgments, damages, injuries, losses, expenses, costs and fees (including costs and fees associated with attorneys, accountants, investigators and experts), interests, fines and penalties of whatever nature, character or description, whether known or unknown, anticipated or unanticipated, fixed or contingent, now existing or which may hereafter accrue (collectively, "Claims") brought or asserted by a third party against any of the Indemnified Parties alleging facts or circumstances that, directly or indirectly, relate to or arise from or in connection with: (1) any authorized or unauthorized access to or use of any Service or any Included Number Resources by Holder or any of Holder's parent, subsidiaries or other affiliates, or any of their respective predecessors, successors or assigns, or any of their respective directors, officers, managers, shareholders, members, partners, employees, representatives, agents, advisors, or other persons acting by, through, under or in concert with any of them (each, a "Holder Party" and collectively the "Holder Parties"); (2) any authorized or unauthorized access to or use of any Service or any Included Number Resources by any person who acquired authorized or unauthorized access to or use of any Service or any Included Number Resources by or through a Holder Party; and/or (3) any breach of any Service Terms by Holder or any other Holder Party.

(b) Holder shall keep ARIN informed of and consult with ARIN in connection with the progress of any such Claim. Holder shall not settle, compromise, or in any other manner dispose of any Claim without the prior written consent of ARIN. Holder shall not engage in any action or omit to take any action in connection with any Claim that would likely result in harm or have an adverse consequence to ARIN, any of ARIN's rights pursuant to any Service Terms, or any Included Number Resources or other number resources. ARIN shall have the right to participate in the settlement, compromise and/or disposition of any Claim. Holder may retain counsel to defend against any Claims provided Holder may retain such counsel only upon prior written approval by ARIN, such approval not to be unreasonably withheld. If, in ARIN's reasonable judgment, (i) a potential or actual conflict exists or arises between the interest of ARIN and Holder in any such Claim or (ii) Holder fails to diligently and fully perform its obligations under this Section 11, ARIN shall have the right to (i) retain its own counsel, whose reasonable fees and costs will be paid by Holder, to defend the Indemnified Parties and (ii) control the disposition of any Claim at Holder's sole cost and expense.

(c) Holder shall provide written notice to ARIN promptly of the assertion against Holder or any other person of any Claim or the commencement of any Claim, whether or not an Indemnified Party is named or identified in the Claim, alleging facts or circumstances that, in any way, whether directly or indirectly, relate to, arise from, or may be connected with any Service Terms.

12. DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS

(a) **DISCLAIMER OF WARRANTIES.** HOLDER ACKNOWLEDGES AND AGREES THAT THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE INCLUDED NUMBER RESOURCES AND THE REGISTRATION THEREOF, ARE PROVIDED ON AN "AS-IS" BASIS WITH ALL RISKS AND FAULTS ASSOCIATED THEREWITH. EXCEPT AS PROVIDED IN SECTION 9 (REPRESENTATIONS AND WARRANTIES) ABOVE, ARIN MAKES NO REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND WITH RESPECT TO ANY SERVICES OR ANY INCLUDED NUMBER RESOURCES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTION OF REQUIREMENTS, NON-INFRINGEMENT, OR ANY WARRANTY ARISING OUT OF A COURSE OF PERFORMANCE, DEALING, TRADE OR USAGE. AND ANY AND ALL SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS ARE HEREBY DISCLAIMED BY ARIN AND WAIVED BY HOLDER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ARIN DOES NOT REPRESENT, WARRANT OR COVENANT THAT ANY SERVICE OR INCLUDED NUMBER RESOURCE, OR ANY ACCESS OR USE THEREOF: (i) WILL BE UNINTERRUPTED, (ii) WILL BE FREE OF DEFECTS, INACCURACIES, OR ERRORS, (iii) WILL MEET HOLDER'S REQUIREMENTS, OR (iv) WILL OPERATE IN THE CONFIGURATION OR WITH OTHER HARDWARE OR SOFTWARE THAT HOLDER USES.

(b) **EXCLUSION OF LIABILITIES AND DAMAGES.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY WILL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY CLIENTS OR CUSTOMERS OF HOLDER, FOR ANY LIABILITIES AT LAW OR IN EQUITY OR FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LIABILITIES OR DAMAGES RELATING TO LOST PROFITS, OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO, OR CONNECTED WITH ANY SERVICES, ANY INCLUDED NUMBER RESOURCES, OR OTHERWISE IN CONNECTION THEREWITH, WHETHER BASED ON CONTRACT, TORT OR ANY CAUSE OF ACTION, EVEN IF THE OTHER PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) **LIMITATION OF LIABILITY.** IN NO EVENT, WHETHER BASED ON CONTRACT, TORT, STATUTE, OR ANY CAUSE OF ACTION, WILL A PARTY'S LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY CLIENTS OR CUSTOMERS OF HOLDER, EXCEED IN THE AGGREGATE THE GREATER OF (i) THE AMOUNT PAID BY HOLDER TO ARIN FOR THE SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GIVES RISE TO SUCH LIABILITY OR (ii) ONE HUNDRED U.S. DOLLARS (US\$100.00).

13. TERM AND TERMINATION

(a) **Term.** Unless earlier terminated in accordance with the termination provisions of this Agreement, the term of this Agreement shall commence on the date Holder first receives any Service and shall continue for one (1) year thereafter. This Agreement shall renew automatically unless earlier terminated in accordance with the termination provisions of this Agreement.

(b) **Suspension of Services or Termination of Agreement for Cause by ARIN.** ARIN shall have the right to suspend Services without notice to Holder if Holder breaches any of Sections 2(c), 2(d), 4 or 7. In addition, ARIN may immediately suspend Services upon written notice to Holder pursuant to Section 2(e) or if Holder breaches Section 2(d) or Section 11. Upon ARIN's written notice to Holder, ARIN shall have the right to immediately terminate this Agreement for cause for: (i) Holder's failure to pay fees pursuant to Section 4; (ii) Holder's material breach of Section 2(c), Section 2(d) or Section 7; or (iii) pursuant to Section 2(e). If Holder breaches any other provision of this Agreement and such breach remains uncured by Holder (as determined by ARIN in its reasonable determination) for sixty (60) days after the date of ARIN's written notice of the breach, ARIN shall have the right to terminate this Agreement for cause. Holder may utilize Section 14(k) to dispute any ARIN termination or suspension of Services.

ARIN shall provide notice of termination of this Agreement in writing to Holder, delivered by any of the following methods: (i) hand delivery, (ii) certified U.S. or registered international mail, return receipt requested, postage prepaid, or (iii) reputable overnight courier.

(c) **Termination for Cause by Holder.** Holder may terminate this Agreement for cause, by giving written notice thereof to ARIN, if: (i) ARIN materially breaches this Agreement and such material breach remains uncured for sixty (60) days after ARIN's receipt of written notice of the breach from Holder; (ii) ARIN refuses to provide the Services with respect to Holder's Included Number Resources, except where ARIN has stopped the Services or terminates this Agreement as permitted herein; (iii) ARIN enforces any Policy against Holder which has been

applied in violation of this Agreement and does not remedy any material adverse effect caused by such action within sixty (60) days' after written notice thereof; or (iv) ARIN assesses a Maintenance Fee in violation of Section 4(a) and does not cure such violation within sixty (60) days' after written notice thereof. If ARIN formally disputes Holder's right to terminate this Agreement, ARIN shall respond in writing to Holder and may deny its actions are a breach or alternatively indicate its corrective action. Any failure of ARIN to respond to Holder in writing shall constitute a denial of the breach and create a dispute between the parties which will be resolved pursuant to Section 14(k). If the Holder still seeks to terminate this Agreement for cause after receiving a response from ARIN, it must bring action pursuant to Section 14(k), and obtain a judgment by the Arbitrator chosen for this purpose that such cause to terminate exists. If such a cause for termination is found by the Arbitrator against ARIN, this Agreement will be terminated, ARIN will be under no obligation to provide any of the Services under this Agreement. Upon termination, Included Number Resources that were Legacy Number Resources immediately prior to being brought under this Agreement shall resume their status as Legacy Number Resources, and all other Included Number Resources shall be returned to ARIN.

(d) Voluntary Termination by Holder with Return of Included Number Resources to ARIN. Holder shall have the right to terminate this Agreement at any time if it returns to ARIN, without limitation, all rights to Included Number Resources. If Holder wishes to terminate this Agreement in accordance with this Section 13(d), the Holder must submit written notice to ARIN of its intent to return, in total, all Included Number Resources, and ARIN will accept the return of the Included Number Resources thirty (30) days after such notice being provided.

(e) Effect of Termination. Except as described in Section 13(c) and 14(k), if this Agreement is terminated, then (i) ARIN will immediately revoke the Included Number Resources and otherwise cease providing the Services and will have no liability for doing so, and (ii) Holder remains liable for all fees payable to ARIN for Services rendered up to and including the date of termination.

(f) Survival. The defined terms and the following sections of this Agreement, as well as any other provision which by its nature survives termination, will survive termination of this Agreement and remain in effect: 2(e), 2(f), 4(d), 7, 10, 11, 12, 13(e), 13(f) and 14.

14. GENERAL PROVISIONS

(a) Assignment.

(i) Holder may not assign or transfer, whether voluntarily or by operation of law, this Agreement or any of its rights or obligations under it, without ARIN's prior written permission, which may not be unreasonably withheld if such assignment and/or transfer is consistent with ARIN's Transfer Policies as included in the Policies. The event of any transaction (whether a merger, acquisition, or sale) in which Holder's controlling managerial and/or voting interest changes during the term of this Agreement shall be considered an assignment. Any attempt by Holder to assign or transfer this Agreement or any rights or obligations under it, other than as provided in this Section 14(a)(i), will be of no force or effect.

(ii) ARIN shall have the right to freely assign this Agreement upon written notice to Holder if ARIN is changing its corporate organization to permit a successor organization to provide the Services contemplated by this Agreement.

(b) Relationship of Parties. The relationship between the parties is and will be that of independent contractors. No joint venture, partnership, employment, agency, or similar arrangement is created between the parties. Neither party has the right or power to act for or on behalf of the other or to bind the other in any respect other than as expressly provided for in this Agreement.

(c) Entire Agreement. This Agreement and the Policies (which are hereby incorporated by reference to the extent they do not conflict with this Agreement) constitute the entire understanding between the parties and replaces and supersedes any and all prior and contemporaneous agreements and understandings, whether oral or written, express or implied, between the parties with respect to the Included Number Resources or any Services which are the subject matter of this Agreement. All other agreements between Holder and ARIN for number resources other than the Included Number Resources or any Services associated with such number resources, if any, remain unchanged by this Agreement.

(d) Waiver. No waiver of any provision or consent to any action under this Agreement will constitute a waiver of any other provisions or consent to any other action, nor will such waiver or consent constitute a continuing waiver or consent or commit any party to provide past or future a waiver or consent.

(e) Severability. If any provision of this Agreement is determined to be illegal, invalid, or otherwise unenforceable by a court or tribunal of competent jurisdiction, then to the extent necessary to make such provision and/or this Agreement legal, valid, or otherwise enforceable, such provision will be limited, construed, or severed and

deleted from this Agreement, and the remaining portion of such provision and the remaining other provisions hereof will survive, remain in full force and effect, and continue to be binding, and will be interpreted to give effect to the intention of the parties insofar as possible.

(f) Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties and with respect to ARIN, its successors and permitted assigns, and with respect to Holder, its permitted successors and permitted assigns.

(g) No Third-Party Rights. This Agreement is made solely for the benefit of the parties and does not, and will not, be construed to grant any rights or remedies to any other person or entity other than as expressly provided for in this Agreement.

(h) Construction. This Agreement will be construed as if it was jointly drafted by both parties and may not be construed against either one. The word "including" means "including, without limitation." The terms "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular article, section or other subdivision. Unless the context of this Agreement otherwise requires, words using singular or plural number also include the plural or singular number, respectively. The headings contained in this Agreement are for the purposes of convenience only and are not intended to define or limit the contents of the provisions contained therein.

(i) Written Notice. All "written notice" or notice required or permitted to be given in writing under this Agreement will be delivered to the other party by any of the following methods: (i) hand delivery, (ii) certified U.S. or registered international mail, return receipt requested, postage prepaid, (iii) reputable overnight courier, (iv) electronic mail, (v) electronic messaging via ARIN Online, or (vi) facsimile. If Holder gives notice to ARIN, it must use ARIN's current address, which is currently: ARIN, Attention: Financial and Legal Services Department, PO Box 232290, Centreville, VA 20120, or the following email address: compliance@arin.net. ARIN shall update Holder with any changes to this address by written notice pursuant to this Section. If ARIN provides notice to Holder, ARIN must use the contact information provided by Holder to ARIN during the application process or other contact information provided by Holder in accordance with the terms of this Section. All notices will be deemed received and effective as follows: (i) if by hand-delivery, on the date of delivery, (ii) if by delivery via U.S. or registered international mail, on the date of receipt appearing on a return receipt card, (iii) if by overnight courier, on the date receipt is confirmed by such courier service, (iv) if by electronic mail, 24 hours after the message was sent, if no "system error" or other notice of non-delivery is generated, or (v) if by electronic messaging, at the next successful login to ARIN Online by the notified contact.

(j) Force Majeure. Neither party shall be deemed in default hereunder, nor shall either party be responsible for any cessation, interruption, or delay in the performance of its obligations under this Agreement where such failure of performance is the result of any force majeure event, including, but not limited to, earthquake, flood, fire, storm, natural disaster, act of God, civil disturbances, war, terrorism, armed conflict, riots, failure of contractors or subcontractors to perform, labor strike, lockout, boycott, or acts of governmental authorities or any event similar to the foregoing (each a "Force Majeure Event"). In the event a Force Majeure Event extends for a period in excess of thirty (30) days in the aggregate and prevents a party from performing its obligations under this Agreement, the other party may, in its discretion, terminate this Agreement immediately upon written notice to the party affected by the force majeure event. If, pursuant to this force majeure provision, a party terminates this Agreement, ARIN will cease to provide Services under this Agreement and the Included Number Resources will resume the status they had prior to this Agreement.

(k) Governing Law, Jurisdiction, Venue and Dispute Resolution.

(i) This Agreement and the parties' performance under it shall be governed in all respects by, and construed in accordance with, the laws of, as applicable, the United States of America.

(ii) In the event of any dispute(s) regarding any term or condition or provision or performance or conduct arising out of or relating to this Agreement, the parties each agree to first seek resolution through cooperative settlement negotiations involving themselves or their representatives as they each deem appropriate; and, second, in the event cooperative settlement negotiations are not successful, or do not occur, within thirty (30) days after a party initiates such negotiations, the parties agree that upon the request of either party any unresolved dispute(s) shall be submitted to binding and final arbitration for resolution. If Holder's principal place of business is in the United States, such arbitration shall be held in Washington, D.C., or by agreement of both parties at any other location, in accordance with the rules of the American Arbitration Association ("AAA") then in effect. If the Holder's principal place of business is in Canada, such arbitration shall be held in Ottawa, Canada, or by agreement of both parties at any other location, in accordance with the rules of the locally prevalent equivalent of AAA arbitration rules then in effect. If

Holder's principal place of business is in any country other than the United States or Canada but otherwise within ARIN's service region, such arbitration shall be held in Miami, Florida, or by agreement of both parties at any other location, in accordance with the rules of the AAA then in effect. A single arbitrator shall be selected by the parties by striking in turn from a list of arbitrators supplied by the AAA or, as applicable, the locally prevalent equivalent of AAA. Each party shall bear their own attorneys' fees, and the initiating party shall initially bear the costs of the arbitration's expenses. Any judgment upon the award rendered pursuant to the arbitration proceeding may be entered in any court having competent jurisdiction. Notwithstanding the foregoing in this Paragraph, either party may bring an action before the United States District Court for the Eastern District of Virginia or the Circuit Court for Fairfax County, Virginia for a temporary restraining order, preliminary injunction and/or other injunctive relief to seek to maintain the status quo between the parties pending resolution of the dispute(s) in accordance with the terms of this Paragraph; provided that, for a Canadian domiciled entity, such action may also be brought in the above listed US courts, the Ontario Superior Court of Justice for those domiciled in Ontario, or the equivalent court in the Canadian province where the entity is headquartered.

(iii) If Holder is part of a national, state, or local government authority whose laws or regulations strictly require that the laws of that particular jurisdiction or domicile must apply to this Agreement and ARIN is provided with written substantiation of such requirement reasonably acceptable to ARIN, this Agreement shall also be governed pursuant to such laws. If there is a dispute regarding applicability of such laws to this Agreement, it shall be resolved in accordance with Section 14(k)(ii).

(l) Subsequent Version(s). If any subsequent version(s) of the Registration Services Agreement is authorized by ARIN, the parties may choose to substitute a signed copy of the then-existing subsequent version, with all its terms, instead of this Agreement, and the Included Number Resources and other Services will then be governed by the subsequent version. The consideration for such change is the original agreement and the agreement to abide by the revised terms. There is no requirement for a Holder who has signed this Agreement to engage in any subsequent version.

(m) Expenses. Except as specifically set forth in this Agreement, the parties agree to pay their own expenses related to this Agreement.

(n) Amendment. Except as set forth in Section 1(d), no amendment of any provision of this Agreement shall be valid unless in writing and signed or authorized in writing by ARIN, which writing specifically references such as an amendment to this Agreement.

(o) Execution. This Agreement may be executed by a party's signature and copies of this Agreement so executed and delivered shall have the same force and effect as an original. This Agreement may be executed in two (2) or more counterpart signature pages, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Each party hereby accepts, without modification, all of the terms and conditions of this Registration Services Agreement.

Agreed: (This section to be completed by Holder)	Authorized Officer
Legal Name of Company (Holder): APACHE COUNTY BOARD OF SUPERVISORS	Name (Print):
D/B/A (if any):	Title (Print):
ORG ID: ACBS-15	Signature:
Ticket Number: 20221129-X559963	Date:
Billing Contact Information if different from authorized officer	Contact Information of Authorized Officer
Name (Print):	Phone:
Title (Print):	E-Mail:
Phone:	Street Address:
E-Mail:	City and State:
Street Address	Postal Code:
City and State	Country:
Postal Code:	
Country:	

American Registry for Internet Numbers, LTD. By: (This section to be completed by ARIN)

ARIN's Authorized Contracting Agent	
Name (Print):	Signature:
	Date:

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Probation Services

Date/Signature: [Signature] 4/3/03

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

The Probation Department would like to appoint Timothy Hinton, Director of Finance, as the Chief Fiscal Officer for both the Adult & Juvenile Divisions in accordance with the AZ Code of Judicial Administration, Part 6 Probation, Sections 6-206 & 6-301.

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature [Signature]

Finance Review: _____

Signature [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)

Apache County Probation Services

Date/Signature: *[Signature]* 4/10/23

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

The Juvenile Division requests Apache County provide an additional \$2,574.00 in matching funds for an ongoing Family Counseling Grant. The State of Arizona will disburse an additional \$10,295.00 for a total of \$24,956.00 for FY23

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: *[Signature]*

Finance Review: _____

Signature: *[Signature]*

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

**ARIZONA SUPREME COURT
ADMINISTRATIVE OFFICE OF THE COURTS
JUVENILE JUSTICE SERVICES DIVISION**

**FAMILY COUNSELING
FISCAL YEAR 2023**

BOARD RESOLUTION

ADDITIONAL FUNDING

The Apache County Board of Supervisors hereby elects to have the county participate in the Family Counseling Program as provided for in A.R.S. Section ' 8-261 through ' 8-265 for fiscal year 2023.

The Board of Supervisors resolves that \$2,574 in matching funds will be provided by this county's Board of Supervisors for Apache County, Arizona.

Chairperson, Apache County Board of Supervisors	Date
Clerk of the Board of Supervisors	Date

Please file with:

**Arizona Supreme Court
Administrative Office of the Courts
Juvenile Justice Services Division
Attention: Steve Selover, Program Manager
1501 West Washington Street, Suite 337
Phoenix, Arizona 85007-3231**

ARIZONA SUPREME COURT
ADMINISTRATIVE OFFICE OF THE COURTS
JUVENILE JUSTICE SERVICES DIVISION

FAMILY COUNSELING
FISCAL YEAR 2023
Additional Funding

Court Certification

- I. The Juvenile Division of the Superior Court in Apache County certifies that the amount expended by the county for purposes of determining matching funds has been utilized to supplement, not supplant, county or state funds that would otherwise be made available for family counseling services.
- II. The Juvenile Division of the Superior court in Apache County certifies that the amount of aid provided by the state and county to a family counseling program pursuant to this article does not exceed 70% of the program's annual operating budget.
- III. (Complete if information is not contained in the Annual Resolution of the Board of Supervisors.)

The Juvenile Division of the Superior Court in Apache County certifies that the matching funds as required in A.R.S. Section ' 8-261(4) and ' 8-265(A) have been provided by the county for fiscal year 2023 as follows (include amounts and explanation):



Presiding Juvenile Court Judge

4/3/23

Date

Please file with:
Arizona Supreme Court
Administrative Office of the Courts
Juvenile Justice Services Division
Attention: Steve Selover, Program Manager
1501 West Washington Street, Suite 337
Phoenix, Arizona 85007-3231

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Probation Services

Date/Signature:

4/3/03

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

Change the Juvenile Community Restitution Coordinator, pay grade 26 - \$29,707 to a Probation Specialist, pay grade 26 - \$29,707. This will result in no increase to the budget or county funding.

BOS Meeting Date Requested

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

Probation Specialist Apache County Probation Services

Nature of Work

Under general supervision performs work in support of the department treatment programs and assists in casework services to assigned probationers; performs work as required or assigned.

Typical Duties (Illustrative Only)

- Assists probation officers with performing caseload management activities; reviews cases, schedules appointments, prepares informal contracts, and enters progress notes in case files.
- Performs administrative and clerical duties; annotates and files information such as phone calls, letters, appointments, drug tests and a variety of forms and documents.
- Interviews probationers and family members; explains the terms and conditions of probation.
- Collects samples for drug and alcohol testing; conducts and reads test results; recommends consequences for positive results; documents results and informs probation officer.
- Coordinates with other agencies; develops case history; monitors compliance of imposed terms and conditions by consulting with outside service providers or other agencies from the office or other secure locations.
- Composes and writes correspondence; updates and maintains database and filing systems; enters data into computer and manual record systems.
- Assists and interacts with other Probation Department personnel, County departments, outside organizations, and federal, state and local law enforcement organizations in order to accomplish goals.
- Assist with Legacy Teen Centers.
- Performs other related duties as assigned.

Knowledge, Skills and Abilities:

Working knowledge of:

- Organizational skills;
- Program goals;
- Principles and practices of probation services;
- Supervision and training;
- Transportation and restraint procedures;
- Principles of human behavior.

Working skill in:

- Computers and Office Equipment;
- Report writing.

Ability to:

- Establish and maintain effective working relationships with employees, probationers, other agencies and the public;
- Follow written and verbal instructions;

- Communicate effectively verbally and in writing;
- Maintain confidentiality;
- Successfully complete the Defensive Tactics Academy within one year of hire.
- Work flexible hours, to include: nights, holidays, weekends, and call-out.

Minimum Qualifications:

Thirty (30) semester hours of post high school course work preferred; OR any combination of training, education or experience which demonstrates potential ability to perform the duties of the position.

Must possess and maintain a valid Arizona driver's license. Successfully complete a background investigation, to include no felony convictions. Shall be required to successfully complete psychological or other examinations or tests to include drug testing, finger printing and physical prior to appointment and/or during employment.

Disclaimer:

The above information on this description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities, and qualifications required by employees assigned to this job.

Apache County Probation Services is an Equal Opportunity Employer.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

ENGINEERING



Date/Signature 4/24/23

Describe in detail what you want to say to the Board and what action you want the Board to take: DISCUSSION AND POSSIBLE APPROVAL TO PURCHASE A NEW SUPER 18 DUMP TRUCK FOR DISTRICT II USING CARESACT MONEY IN THE AMOUNT OF \$318,205.60

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: 

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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



Rush Truck Center, Phoenix

9600 W. Roosevelt St.

Tolleson, AZ 85353

602-422-8100

Customer Proposal Letter

Apache County

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year 2024 Make Peterbilt Model 567 Stock # TBD Serial # TBD

Additional Vehicle Details: 2024 Peterbilt 567 With Super18 Dump Body from Norwood Equipment.
State Contract or HGAC Pricing

Quantity		Total
Truck Price per Unit	\$ 293,554.48	\$ 293,554.48
F.E.T. (Factory & Dealer Paid)	\$ 0.00	
Net Sales Price	\$ 293,554.48	\$ 293,554.48
Optional Extended Warranty(ies)		
State Sales Tax	\$ 24,365.02	\$ 24,365.02
Documentary Fee	\$ 250.00	\$ 250.00
Tire Recycling Program	\$ 36.00	\$ 36.00
Total Sales Price	\$ 318,205.50	\$ 318,205.50
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	\$ 318,205.50	\$ 318,205.50

Sales Representative

Signature _____

Byron Haught

Printed Name

Date

Purchaser

Signature _____

Printed Name / Title

Date

Accepted by Sales Manager
or General Manager

Signature _____

Printed Name

Date

Quote good until 4/29/2023

Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal is subject to Customer executing Dealer's standard form Retail Sales Order and other required documents incorporating the above terms. Any documentary fees, FET, state tax, title, registration and license fees subject to adjustment and change. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock, nor maintain specific inventory levels. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) is not in stock or available within requested delivery schedule. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer and Dealer reserves the right to change Quotation Totals to reflect any price increases from manufacturer. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s). Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of the Trade Vehicle by Customer.

⁽¹⁾ Includes subscription period for # of specified months. ⁽²⁾ Customer's use of RushCare Service is governed by the RushCare User Agreement located at <https://www.rushtruckcenters.com/rushcare-user-agreement>. ⁽³⁾ Customer's use of Telematics Services is governed by separate 3rd party license terms and Rush is not liable for the Telematics Service. ⁽⁴⁾ Gap Coverage is provided and administered by an independent 3rd party provider under a separate contract directly between Customer and the 3rd party provider.



ROGUE TRUCK BODY - ESTIMATE FORM

PO BOX 3224, 240 FINCH ROAD, KERBY, OR 97531
PHONE 541-592-6972- FAX 541-592-2527

Customer Name: NORWOOD EQUIPMENT
Customer Address: 511 E. MOJAVE DR. PHOENIX AZ. 85004
Customer Phone/ Email: 602-417-2285 / STAN.YOUNG@NORWOODEQUIPMENT.COM
Job Reference:
Contact: STAN YOUNG
RTB Salesman:
Estimate Number: 230315-01
Estimate Date: 3/15/2023

We are pleased to offer the following Quotation per your request:

210 SUPERDUMP BOX
17.5' X 60" 210 SUPERDUMP BOX
3/16" HARDOX FLOOR
158 S.A.HYVA HOIST
6 x 6 WINDOW IN FRONT
SHOVEL HOLDER ON FRONT
GRAB HANDLE ON FRONT WALL
EXTENDABLE STEPS ON FRONT
STANDARD STEEL SKIRTS
SIDE MARKER LIGHTS, 2 PER SIDE (2-1/2")
1/8" HARDOX SIDES
STEEL (PAINTED BLACK) AIRLIFT MUD FLAPS W/OVAL RED LIGHTS
5 (x xxx x) REAR HEADER LIGHTS
1/8" HARDOX TAIL GATE
SPREADER CHAINS
STANDARD TARP SHELF ON FRONT OF BOX
8-1/2" ALUMINUM TARP HOUSING, 89" WIDE
BLACK MESH ELECTRIC TARP (17'X84")
PAINT - STANDARD (WHITE) ???

210 MAXLE WITH SHORT ARMS
WELD BLOCKS ON MAXLE ARMS
TIRES: 11R X 22.5 / 16 PLY
PAINT - BLACK N0001EA

LOW SUBFRAME WITH RUBBER PADS
PUMP
AIR SHIFT PTO / HOT SHIFT /AUTOMATIC TRANS. / ALLISON TRANS.
CABLE CONTROL
Q-130 QUARTER FENDERS
HOIST MOUNT FOR HYVA, 1/2"X 8-5/8"

CHIPPER BAR
ALUMINUM HYDRAULIC TANK

SUBTOTAL	\$80,600.00
DELIVERY / FOB ELSINORE CA.	\$0.00
F.E.T. - NOT INCLUDED	\$0.00
GRAND TOTAL	\$80,600.00

NOTES/ INSTRUCTIONS:

TERMS AND CONDITIONS:

- * This price quote is valid for 14 days from estimate date.
- * Payment for all Invoices is due upon receipt.
- * Due to variances in paint applications, we cannot guarantee exact paint match to Customer Truck.
- * Rogue Truck Body units are for on-road applications only.
- * No Aluminum or Stainless Steel is polished unless otherwise stated.

ACCEPTED BY (Sign): _____

DATE: _____

PO # (if needed): _____

PLEASE RETURN SIGNED ESTIMATE TO ROGUE SALES DEPARTMENT TO PLACE ORDER

KERBY Phone: 541-592-6972

Fax: 541-592-2527

KERBY- George Cell: 541-860-3252

email: george@roguetruckbody.com

LAKE ELSINORE Phone: 951-674-7755

LAKE ELSINORE- Jay Cell: 714-299-4797

email: jay@roguetruckbody.com

THANK YOU!



Rush Trk Ctrs Of Arizona (A265)
 9600 West Roosevelt St
 Tolleson, Arizona 85353

Apache County
 Po Box 428
 St Johns, Arizona 85936
 United States of America

Byron Haught
 Cell Phone:
 Office Phone: (602)422-8124
 Email: haughtb@rushenterprises.com

Vehicle Summary

	Unit	Model 567	Fr Axle Load (lbs):	Chassis	
Model:		Full Truck			20000
Type:		567 super18 MX138LL	Rr Axle Load (lbs):		46000
Description 1:		Copy of 567 super18 MX138LL	G.C.W. (lbs):		82000
Description 2:	Application		Road Conditions:		
Intended Serv.:	Dump w/Liftable Trailing Axle		Class A (Highway)		85
Commodity:	Construction Materials		Class B (Hwy/Mtn)		10
	Body		Class C (Off-Hwy)		5
Type:	End Dump		Class D (Off-Road)		0
Length (ft):	22		Maximum Grade:		6
Height (ft):	8		Wheelbase (in):		268
Max Laden Weight (lbs):	80000		Overhang (in):		57
			Fr Axle to BOC (in):		86.2
	Trailer		Cab to Axle (in):		181.8
No. of Trailer Axles:	0		Cab to EOF (in):		238.8
Type:			Overall Comb. Length (in):		354
Length (ft):	0			Special Req.	
Height (ft):	0				
Kingpin Inset (in):	0				
Corner Radius (in):	0				
	Restrictions				
Length (ft):	40				
Width (in):	102				
Height (ft):	13.5				

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.

Price Level: January 1, 2023
 Deal: 567 super18 MX138LL
 Printed On: 3/30/2023 12:15:52 PM

Date: March 30, 2023
 Quote Number: QUO-1038621-Z7M6J5



Sales Code	Std/ Opt	Description	\$ List	Weight
Base Model				
0005671	S	Model 567 The Model 567 is available in both a set-forward and set-back front axle configuration to provide customers with maximum versatility for their application requirements. For weight-sensitive applications, the set-forward front axle provides optimized weight distribution and compliance with bridge laws. The Model 567 has steer axle ratings up to 22,000 lbs. The 567 also offers single, tandem or tridem drive axles and a variety of lift axles for added versatility. Available with a 115° or 121° BBC and as a day cab or with a selection of detachable sleeper configurations, the 567 is as versatile as it is reliable.	202,862	14,800
0091070	O	Construction Materials	0	0
0093360	O	Dump w/Liftable Trailing Axle Truck with a liftable trailing axle which carries bulk materials (excavated earth, sand/gravel, asphalt, demolition debris, etc.) and unloads by dumping out the back of the body. Typically includes Super Dumps and California Dumps.	0	0
0095170	O	End Dump	0	0
0098170	S	United States Registry Canadian Registry Package Requires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipso MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0	0
Configuration				
0200700	S	Not Applicable Secondary Manufacturer	0	0
Frame & Equipment				
0519300	O	13-3/8" Steel Rails to 464" Inverted Rails, 13.375x3.625x.375 Dimension, 3,012,000 RBM; Yield Strength: 120,000 psi. Front: Section Modulus: 18.2 cubic inches. Weight: 1.78 lbs/inch pair. Rear: Section Modulus: 25.1 cubic inches. Weight: 2.05 lbs/inch pair	2,018	640
0611250	O	Heavy-Duty Iron Front Spring Brackets With Front Air Leaf the front spring bracket is iron but not the shackle bracket	335	35
0611790	S	Aluminum Frame Rail Crossmembers Excludes suspension	0	0
0644090	O	EOF Square without Crossmember End-of-frame square without crossmember. For use with body builder installed crossmember.	48	-64
0651090	O	Omit Rear Mudflaps and Hangers	-58	-25
Front Axle & Equipment				
1011360	O	Dana Spicer D2000F 20,000 lb, 3.5 in. Drop	2,359	111

Price Level: January 1, 2023
Deal: 567 super18 MX138LL
Printed On: 3/30/2023 12:15:52 PM

Date: March 30, 2023
Quote Number: QUO-1038621-27M6J5



Sales Code	Std/ Opt	Description	\$ List	Weight
		Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends, king pins, & draglink ball joints for ease of maintenance & help extend service life of components. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.		
1114030	O	Taper Leaf Springs, Shocks 20,000 lb Standard with Heavy Resistance Shocks.	620	119
1243050	O	Power Steering Sheppard HD94 Dual Gear For use with 16,000 to 20,000 lb. axle ratings.	1,481	80
1250250	O	Power Steering Reservoir Frame Mounted w/Cooler A power steering cooler helps reduce the heat of the power steering fluid. This is commonly used with systems that may experience more stress from towing or off-road driving.	210	2
1354840	O	PHP10 Iron PreSet PLUS Hubs PHP10 iron PreSet PLUS hubs have a fully integrated spindle nut design, an optimized wheel spacer, magnetic fill plug on drive and trailer hubs for inspection of metal particles in lubricant, with a long life oil seal and bearings are pre-adjusted. Use with Front Axle.	-464	-113
1380070	O	Greasable Front Spring Pins	70	0
1380280	O	Bendix Air Cam Front Drum Brakes 16.5x7 For use with 16,000 lbs to 23,000 lbs steer axles or front drive axles. Includes automatic slack adjusters & outboard mounted brake drums.	499	-20
1380380	S	Tenneco Shocks For Steer Axle Integrated front suspension to suit heavy duty truck market, combining the air spring and the damper into one module.	0	0
1391410	O	Gusseted Cam Brackets, Steer Axle	27	0
1392970	O	Heavy Duty Cam Bushings, Steer Axle	30	0
Rear Axle & Equipment				
1523440	O	Dana Spicer D46-172 46,000 LBS Dana Spicer D46-172 46,000 lbs tandem drive axles offer efficiency improvement, axle weight reduction and reduced lube quantity.	4,716	521
1603306	O	(3)Watson-Challin SL8 Sif-Strg Psr 8K Lb Ea, Inc Dust Shield, 3 Air Tanks	29,994	2,146
1607143	O	43in Pusher Axle Spacing From Centerline of Forward Drive Axle	0	0
1607279	O	79" 2nd Pusher Axle Spacing From Centerline of Forward Drive Axle	0	0
1607317	O	117" 3rd Pusher Axle Spacing From Centerline of Forward Drive Axle	0	0
1608210	U	Pusher Axle(s) 8,000 lbs	0	0
1615060	O	6-Stud Iron Hubs, Cast Drums Standard with 8,000 lb Self-Steering Pusher Axles.	0	0

Price Level: January 1, 2023
Deal: 567 super18 MX138LL
Printed On: 3/30/2023 12:15:52 PM

Date: March 30, 2023
Quote Number: QUO-1038621-Z7MSJ5



Sales Code	Std/ Opt	Description	\$ List	Weight
1616290	S	PHP10 Aluminum PreSet PLUS Hubs	0	0
1680015	O	Inverted Rear Brake Chambers Hendrickson, Chalmers	248	0
1680420	O	X30 Brake Drums IPO Standard, Drive Axle(s)	264	-79
1680450	O	Rear Brake Camshaft Reinforcement Rear brake camshaft reinforcement helps guard against wear and corrosion.	126	9
1680490	O	Gusseted Cam Brackets, Drive Axle(s)	70	2
1680500	O	SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	276	0
1680550	O	Upsize Parking Brakes	231	0
1680570	O	Bendix ESP Electronic Stability Program With ATC Truck, end dump or roll-off 20-30 yard only (requires body manufacturer code). Model 367 set-forward front axle requires 170"-311" wheelbase. Model 365 set-forward front axle and set-back front axle requires 170"-311" wheelbase. Model 348 requires 170" - 311" for tandem axle. System provides added stability and traction by applying brakes when excessive wheel slip or critical stability threshold is detected. This system is ideally suited for this application due to the high center of gravity loads typical for dump trucks and the risk of rollovers.	0	0
1682710	S	Anti-Lock Braking System (ABS) 6S6M ABS-6. Includes air braking system.	0	0
1683235	O	Omit SmartTire Tire Pressure Monitoring System Next Gen TPMS	-434	0
1684200	S	Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0	0
1685270	O	Lift Axle Regulator & Gauge Tie Strap To Rail Lift axle regulator and gauge tie strap to rail, with switch and gauge in dash. Additional gauges in road tools box.	189	0
1685460	O	Stowed Lifted Axle Higher To Maximize Ground Clearance	0	0
1687010	S	Bendix Air Cam Rear Drum Brakes 16.5x7 Bendix Air Cam Rear Drum Brakes to fit all heavy haul, construction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums.	0	0
1703910	O	Ratio 3.91 Rear Axle	0	0

Price Level: January 1, 2023

Deal: 567 super18 MX138LL

Printed On: 3/30/2023 12:15:52 PM

Date: March 30, 2023

Quote Number: QUO-1038621-Z7M&J5



Sales Code	Std/ Opt	Description	\$ List	Weight
1824410	O	Hendrickson HMX EX 460 46,000 LBS., 54" Haulmax, 70K Creep Rating. Includes Traax Rod as standard, option 1920905 is not needed or available. Progressive load spring system easily adjusts to the load for an enhanced combination of empty-ride quality and loaded stability.	3,995	223
1921375	O	16.5" Saddle Height HMX EX 400/460 IPO Std 18.5"	430	0

Engine & Equipment

2072728	O	PACCAR MX-11 430@1600 GV@2200 1650@900 (2021 Emissions)	0	-288
		N20700 AA003 65....CC MAX TARGET SPEED		
		N20800 AA004 10....CC MIN ENABLE SPEED		
		N22000 AA005 OFF...DYNAMIC CC ENABLE		
		N20830 AA006 MT....MULTI TORQUE IN CC		
		N21930 AA009 0....DRIVER REWARD VEH SPD BONUS		
		N21940 AA010 -5....DRIVER REWARD VEH SPD PNLTY		
		N21920 AA013 BOTH..OFFSET MODE		
		N21950 AA015 3....MIN SPEED FOR DR SHIFT AID		
		N21960 AA016 1....DSA LOWEST ACTV GEAR		
		N21970 AA017 6....DSA HIGHEST ACTV GEAR		
		N21640 AA019 YES...EIST PARK BRAKE RESET ENABLE		
		N21910 AA022 30....EIST LO CLNT TEMP OVRDR		
		N20870 AA023 80....EIST HI AMBAIR TEMP OVRDR		
		N20860 AA024 39....EIST LO AMBAIR TEMP OVRDR		
		N20900 AA025 60....EIST PTO MAX IDLE TIME		
		N20840 AA026 5....EIST PARKED MAX IDLE TIME		
		N20850 AA027 5....EIST STANDSTILL IDLE TIME		
		N20910 AA029 YES...EIST RESET FROM ENG LOAD		
		N21170 AA030 NO....EIST OVERRIDE FROM ENG LOAD		
		N21190 AA031 0....EIST EXPIRATION DISTANCE		
		N21230 AA032 YES...EIST ACCEL PEDAL RESET		
		N21240 AA033 YES...EIST SERVICE BRK RESET		
		N21250 AA034 YES...EIST CLUTCH PEDAL RESET		
		N21260 AA035 YES...EIST PTO OVERRIDE		
		N20770 AA037 4....DSL SPD OFFSET		
		N20760 AA038 2....AUTO RTRDR VEH SPD OFFSET		
		N20750 AA039 0.1...TIME DELAY FOR RTRDR ACT		
		N20940 AA042 190D..FIC MAX ENG SPEED		
		N22080 AA043 CNCL..CAB/REM: CUSTOM PRESET 1 FUN		
		N22090 AA044 750...CAB/REM: CUSTOM PRESET 1		
		N22100 AA045 CNCL..CAB/REM: CUSTOM PRESET 2 FUN		
		N22110 AA046 850...CAB/REM: CUSTOM PRESET 2		
		N22120 AA047 CNCL..CAB/REM: CUSTOM PRESET 3 FUN		
		N22130 AA048 950...CAB/REM: CUSTOM PRESET 3		
		N22010 AA049 CNCL..CAB: CUSTOM PRESET 1 FUNC		
		N22020 AA050 0....CAB: CUSTOM PRESET 1		
		N22030 AA051 CNCL..CAB: CUSTOM PRESET 2 FUNC		
		N22040 AA052 0....CAB: CUSTOM PRESET 2		

Price Level: January 1, 2023
 Deal: 567 super18 MX138LL
 Printed On: 3/30/2023 12:15:52 PM

Date: March 30, 2023
 Quote Number: QUO-1038621-Z7M6J5



Sales Code	Std/ Opt	Description	\$ List	Weight
		N22050 AA053 CNCL...CAB: CUSTOM PRESET 3 FUNC		
		N22060 AA054 0.....CAB: CUSTOM PRESET 3		
		N20990 AA055 ON A..CAB: CLUTCH INTLK		
		N21010 AA058 ON A..CAB: PARK BRK INTLK		
		N21030 AA057 ON A..CAB: NEUTRAL INTLK		
		N21150 AA059 ON A..SER BRK INTLK: NO PTO		
		N21130 AA060 OFF...CAB: PRESET +/- SWITCH TYPE		
		N21180 AA061 2000..CAB: MAX ENG SPD- ACCEL CTRL		
		N21120 AA062 2000..CAB: MAX ENG SPD- SW CTRL		
		N21020 AA063 6.....CAB:MAX VEH SPEED		
		N21200 AA064 650...CAB: MIN ENG SPD		
		N21220 AA065 800...CAB: DEDICATED PRESET (-)		
		N21270 AA066 900...CAB: DEDICATED PRESET (+)		
		N21900 AA067 TRQ...CAB: ACCEL PEDAL TYPE IN PTO		
		N21140 AA068 YES...CAB: ACCEL ACTV IN CAB PTO		
		N21990 AA069 YES...PTO REM PEDAL ENABLE		
		N21600 AA070 ON AD.REM: CLUTCH INTLK		
		N22140 AA071 OFF...REM: CUSTOM INTLK		
		N21700 AA072 ON AD.REM: NEUTRAL INTLK		
		N21710 AA073 ON AD.REM: SER BRK INTLK: NO PTO		
		N21980 AA074 2000..REM:MAX ENG SPD-ACCEL CTRL		
		N21110 AA075 2000..REM: MAX ENG SPD-SW/TSC1 CT		
		N21320 AA076 650...REM: MIN ENG SPD		
		N21290 AA077 800...REM: DEDICATED PRESET (-)		
		N21490 AA078 900...REM: DEDICATED PRESET (+)		
		N21580 AA079 DEDIC.REM: PRESET +/- SWITCH TYPE		
		N20690 AA086 65.....MAX ACCEL PEDAL VEH SPD		
		N21300 AA087 0.....VSL EXPIRATION DISTANCE		
		N21310 AA088 100...LRSL SPD LMT		
		N20740 AE001 NO....ENBL MX RETARDER IN NEUTRAL		
		N20710 AE002 650...IDLE TARGET		
		N20930 AE003 ON....FIC ENABLE/DISABLE		
		N22070 AA056 OFF...CAB: CUSTOM INTLK		
		N22170 AQ001 4.....PCC Max Negative Offset (AQ0		
		N22180 AQ002 4.....PCC Max Positive Offset (AQ0		
2091130	S	VMUX Electronics Architecture	0	0
2091305	S	Engine Idle Shutdown Timer Enabled	0	0
2091315	O	Enable EIST Ambient Temp Override	0	0
2091372		Eff EIST NA Expiration Miles	0	0
2091640		Effective VSL Setting NA	0	0
2092014	O	Typical Operating Speed 65 MPH	0	0
2092027	O	MX Retarder State Cruise Control On (Manual Mode Engine Parameter)	0	0

Price Level: January 1, 2023
 Deal: 567 super18 MX138LL
 Printed On: 3/30/2023 12:15:52 PM

Date: March 30, 2023
 Quote Number: QUO-1038621-Z7M6J5



Sales Code	Std/ Opt	Description	\$ List	Weight
2092032	O	Powertrain Optimized for Performance Best analysis for vehicles used in vocational applications or with heavy GCWRs.	0	0
2092055	O	Dash Mounted PTO Mode Control Switch With implementation of VECU, data is now available in REPTO through the use of the PTO mode switch. These new features include Log time and fuel in PTO mode, Disable EIST in PTO mode, PTO Mode specific EIST and Fan on in PTO Mode.	13	0
2092065	O	PTO Mode Control - CAB Station	0	0
2092079	O	Decline Driver Performance Assistant	0	0
2092081	O	Engine Monitoring Protection - Warn (PACCAR MX) Only a warning is provided in the A-Panel display when DPF regeneration is required. Only available for qualifying intended services such as Fire Engines and Emergency Vehicles. Continued operation without regeneration can result in damage to the engine.	0	0
2140200	O	CARB Engine Idling Compliance PACCAR PX-7, PX-9 and MX Cummins X15 and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0	0
2140410	S	Engine Brake Controls Located on RH Column	0	0
2140450	O	Remote PTO/Throttle, 12-Pin Eng Bay Remote Control Provision	128	0
2140670	O	EPA Emission Warranty	0	0
2141990	O	Omit Chevron Engine Oil Sticker (DELO)	-5	0
2513060	S	PACCAR 160 Amp Alternator, Brushed PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0	0
2521090	S	Immersion Type Block Heater 110-120V Standard location for 2.1M and 1.9M models is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug Includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	0	0
2522090	S	PACCAR Premium Starter - MX Engines Only PACCAR Premium 12 volt. Better cranking power, lower current draw and improved warranty to 5-yr/500K miles.	0	0
2538040	S	3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0	0
2539410	O	Battery Jumper Terminal Mounted Under Hood LH Frame Rail. Not available with PX-7 engines.	135	4
2539720	S	Low Voltage Disconnect System	0	0
2621000	O	2-Speed Fan Clutch For Frequent Start/Stops	262	0

Price Level: January 1, 2023

Deal: 567 super18 MX138LL

Printed On: 3/30/2023 12:15:52 PM

Date: March 30, 2023

Quote Number: QUO-1038621-Z7M6J5



Sales Code	Std/ Opt	Description	\$ List	Weight
		A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.		
2738410	S	WABCO 25.9 CFM Air Compressor, MX only WABCO 25.9 CFM air compressor, MX only, provides greater air output aiding in cleaner operation, higher efficiency, and durability.	0	0
2811160	S	Compression Brake, MX The Mx brake features a Jacobs Brake with an integrated compression-release brake and engine overhead. the specially designed exhaust came lobe provides both exhaust cam motion and delicated Compression release timing. This results in precise timing of the valve opening, unleashing higher retarding performance with minimum loading on the engine.	0	0
2921180	S	PACCAR Fuel/Water Separator On Engine Extended life fuel filter, optimized for MX engines and includes fuel heat, 12V electric heat and WIF sensor.	0	0
3114270	S	High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 367 1325 sq in, 367 HH Fepto 1325 sq in, 365 Fepto 1183 sq in, 365 Full Frame Extension 1000 sq in, 520 1202 sq in, 579 1456.9 sq in, 535/536/537/548 949.3 sq in, 537/548 VOC 1000.3 sq in, 369/367 HH 1604 sq in, 365/567 1379 sq in.	0	0
3281680	O	Dual Pre-Cleaners, Under Hood Mounted, Self Cleaning	291	0
3291680	S	(1) Air Cleaner Firewall Mounted Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0	0
3365270	S	Exhaust Single RH Side of Cab DPF/SCR right-hand Under Cab.	0	0
3381770	O	Curved Tip Standpipe(s)	43	1
3387890	O	36" Ht, 5" Dia Chrome, Clear Coat Standpipe(s)	82	4
Transmission & Equipment				
4040810	O	Eaton RTO16908LL 10-Speed 1650 Torque. Includes external oil-to-water cooler and internal pump, rear transmission support, direct shift pattern. Synthetic lubricant to reduce friction, improve efficiency, & extend component life. Magnetic transmission oil drain plug captures & holds any metal fragments in transmission oil to extend service life. Torque limiting clutch brake.	-1,425	323

Price Level: January 1, 2023
 Deal: 567 super18 MX138LL
 Printed On: 3/30/2023 12:15:52 PM

Date: March 30, 2023
 Quote Number: QUO-1038621-Z7M6J5



Sales Code	Std/ Opt	Description	\$ List	Weight
		Forward ratios: LL-14.56, L-9.42, 1st-6.24, 2nd-4.63, 7th-1.00, 8th-0.74. Reverse ratios: LL-15.22, L-9.85, H-2.89		
4211320	O	SPL350 XL Driveline, 1 Midship Bearing	1,386	160
4216520	O	SPL250 XL Driveline Interaxle Dana Spicer Life Series heavy-duty drive shafts are built for heavy loads over the long haul. For tandem rear axles.	1,157	28
4233900	O	(1) Dash Mounted Single Acting EOA PTO Control Electric-over-air (EOA), spec'ing PTO (power-take-off) control switch does not ensure the PTO will fill.	105	0
4256100	O	Manual Shifter, Black	-450	0
4321000	O	Self-Adjust Clutch IPO Easy Pedal	210	0
4380220	O	Pre-Damped Clutch Pre-damped feature consists of a set of small springs around the hub, which dampen the engine torsional vibrations at idle speeds before they can reach the transmission and cause gear rattle. Option required on configurations specifying an ISX15 Family 1 engine and a manual transmission with torque ratings of 1650 lb-ft torque or higher.	167	0
4380370	O	Remote Lube Hose For Release Bearing Mounted under hood left-hand rail	73	2
Air & Trailer Equipment				
4510210	O	Bendix AD-HF EP Air Dryer, Heater Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technology in the the air dryer cartridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	160	6
4520420	O	Pull Cords All Air Tanks	2	1
4540420	S	Nylon Chassis Hose	0	0
4543340	O	Aluminum Painted Air Tanks All air tanks are aluminum with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	212	-45
4611850	O	Omit Standard Trailer Connection Package Omits 12' AE lines, hose tenna, hand valve	-355	-28
4613600	O	Boost-A-Load Service Brake Conn EOF Mounted to LH Rail	721	19
Tires & Wheels				
5005230	O	FF: CN 20PLY 425/65R22.5 HTR2	1,105	128

Price Level: January 1, 2023
 Deal: 567 super18 MX138LL
 Printed On: 3/30/2023 12:15:52 PM

Date: March 30, 2023
 Quote Number: QUO-1038621-27M6J5



Sales Code	Std/ Opt	Description	\$ List	Weight
		Efficiency Rating: Optimal Local and long haul, all-position service.		
5104300	S	RR: CN 16ply 295/75R22.5 Conti Eco Plus HS3+ETRTO	936	24
5190008	S	Code-rear Tire Qty 08	0	0
5220090	O	FF: Alcoa 823628 22.5X12.25 High Polish Aluminum; 2.75 inch inset.	655	-10
5320720	O	RR: Alcoa ULT397 22.5X8.25 High Polish Aluminum. Built for heavy-duty applications and are light weight. Available with polished and Dura-Bright finishes.	1,072	-224
5390008	S	Code-rear Rim Qty 08	0	0
5492013	O	PR: (6) Alcoa 664807 17.5X6.00 High Polish Aluminum, (3) 8K self-steering pusher axles. Lvl. ONE technology.	2,827	162
5496331	O	PR: (6) GY 16ply 215/75R17.5 G114 LHT (3) 8K self-steering pusher axles. Diameter= 30.5 inches; SLR= 14.2 inches	2,865	360
Fuel Tanks				
5554160	O	26" Aluminum 90 Gallon Fuel Tank LH U/C includes steps for cab access. Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	588	20
5602090	O	Location LH U/C 90 Gallon	0	0
5652930	O	DEF Tank Mounted LH BOC Raised Use in addition to DEF tank option	1,060	0
5652980	S	DEF To Fuel Ratio Between 1:1 And 2:1	0	0
5655059	O	DEF Tank Rectangular, 8 Gal	420	21
5760010	O	RH Tank None Furnished	-663	-86
Battery Box & Bumper				
6010800	O	Install Batteries On Temp Plywood Support BOC Includes maximum length battery cables allowable per engine manufacture requirements. Recommend three or more batteries for Class 8.	40	-37
6040550	S	Aftertreatment Aluminum Non-Slip Cab Entry Aftertreatment right-hand under cab step. DPF/SCR for diesel engines, catalyst for natural gas engines. On Models 579 specifying chassis fairings, the box is aerodynamic.	0	0
6121090	O	Steel Bumper Deep Tapered Chromed Two tow points	-282	49
6132310	O	Bumper Toe Step Cutout	18	0

Price Level: January 1, 2023
Deal: 567 super18 MX138LL
Printed On: 3/30/2023 12:15:52 PM

Date: March 30, 2023
Quote Number: QUO-1038621-Z7MSJ5



Sales Code	Std/Opt	Description	\$ List	Weight
Cab & Equipment				
6515760	O	Vocational 115 BBC Alum Cab and Metton Hood SFFA Stainless steel crown and grille with tilt assist.	1,739	-60
6540160	O	Thermal Insulation Package In Cab The thermal insulation package is designed to make the cab thermally efficient in extreme temperatures. The model 520 adds insulation surrounding the doghouse to reduce engine heat transmitted to the cab.	21	2
6700000	S	No Sleeper Selected	0	0
6800330	O	Rubber Fender Lips 4.5" Wide	551	6
6911100	S	Peterbilt ST Driver Peterbilt ST air seat, high height backrest, adjustable seat track length, 1 chamber lumbar support, suspension with fixed damping, fore-aft isolator with lockout, Vinyl bellows over suspension. Adds 40mm of increased space for steering wheel to chest and improved driver ingress/egress into cab and sleeper (knee sweep) with improved passenger side ingress/egress for personal cargo/luggage. Standard vinyl finish - color coordinate with interior color.	0	0
6921140	O	Peterbilt ST Passenger seat Peterbilt ST air seat, high height backrest, adjustable seat track length, 1 chamber lumbar support, suspension with fixed damping, fore-aft isolator with lockout, Vinyl bellows over suspension. Adds 40mm of increased space for steering wheel to chest and improved driver ingress/egress into cab and sleeper (knee sweep) with improved passenger side ingress/egress for personal cargo/luggage. Standard vinyl finish - color coordinate with interior color.	351	40
6930500	O	Drivers Armrest - RH Only	125	2
6930800	O	Black Seat Color IPO Standard Color	0	0
6939400	S	Air Ride Driver	0	0
6939420	S	High Back Driver	0	0
6939480	O	Mordura Driver	92	0
6939500	O	Air Ride Passenger	0	0
6939520	S	High Back Passenger	0	0
6939580	O	Mordura Passenger	92	0
7000025	S	Steering Wheel With Multi-Function Includes Peterbilt logo on horn button, audio volume, seek, mute and mode button on LH pod with cruise control on/off/cancel, set/resume and accelerate/coast on the right pod.	0	0
7001520	S	Adjustable Steering Column - Tilt/Telescope	0	0

Price Level: January 1, 2023
Deal: 567 super18 MX138LL
Printed On: 3/30/2023 12:15:52 PM

Date: March 30, 2023
Quote Number: QUO-1038821-Z7M6J5



Sales Code	Std/Opt	Description	\$ List	Weight
7037150	O	Premier Interior - Sterling Gray Features single tone dash with tough, scratch resistant materials including soft touch points on top of dash highlighted by horizontal chrome accent, bright bezel gauges and accented door pad. Top of dash, door panel uppers, and kick panel are charcoal to conceal dirt and mitigate wear. Includes unique technical grained A,B, C & D instrument panels with contoured doorpads, padded fabric headliner and vinyl wall panels. Superior ergonomics are achieved while maximizing productivity featuring: multiple power ports, (2) coat hooks, header-mounted dome light, power lift driver and passenger windows, LH and RH door mounted map pockets with built-in courtesy lights, driver and passenger dome/reading lights and footwell lighting. Comfort features include automatic temperature HVAC controls, 18 inch 4-spoke soft-touch steering wheel, soft-touch steering column cover, carpeted floor covering, (3) inside sunvisors, integrated "dead pedal, cup holder and map bin in dash.	954	0
7040150	O	Rubber Floor IPO Carpet (Black Only) Rubber Floor Covering in Cab. Standard in Prestige interior, optional in Platinum/Premier interiors.	-35	-6
7110680	O	Exterior Cab Entry Grabhandle Textured; NFPA compliant. Available on Day Cab specifications only.	171	6
7210420	O	Dark Window Tint IPO Standard Tint - Day Cab	22	0
7210540	S	Day Cab Rear Window Day cab rear window flush to back of cab.	0	0
7210550	S	1-Piece Glass Rear Cab Window Fixed	0	0
7230060	S	1-Piece Curved Windshield	0	0
7230360	S	Power Door Locks and Power Window Lifts Standard	0	0
7322010	S	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, BI-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0	0
7322130	O	Cup Holder (Floor Mounted) Includes two standard-size drink holders and one extra-large jugholder, coin tray, and clipboard-size storage area.	69	4
7330880	O	Additional Fine Particulate Filter For HVAC Syst 3 micron filtration. For use in extreme high dust applications. Not available with Ember filter 7330890.	18	1
7410040	O	Outside Sunvisor - Stainless Steel Not available with 2.1M high roof sleeper.	943	8
7514010	O	Peterbilt Aero Rear View Mirror, Motorized Includes top mirror with motorized, adjustable dual axis heated glass. Bottom mirror is an integrated convex surface. Includes black textured arms with breakaway feature.	339	3
7514020	O	Aero Rear View Mirror Housing - Body Color (Same Color as Vehicle Body)	0	0

Price Level: January 1, 2023
Deal: 567 super18 MX138LL
Printed On: 3/30/2023 12:15:52 PM

Date: March 30, 2023
Quote Number: QUO-1038621-Z7M6J5



Sales Code	Std/ Opt	Description	\$ List	Weight
7514050	S	Look Down Mirror Over Passenger Door with Black Housing	0	0
7610500	S	Air Horn Mounted Under Cab	0	0
7722120	O	ConcertClass, AM/FM, Weatherband, 3.5 Aux	414	10
7725710	O	Standard Speaker Package For Cab (2) Speakers	59	4
7728040	O	Bluetooth Phone and Audio Requires USB Port	56	0
7728050	O	USB Port	56	0
7740150	O	CB Terminal Wiring, Microphone Clip, Speaker F/O CB radio mounted center of header. Select antenna separately.	129	3
7743020	O	(1) Antenna for Factory Installed Or F/O CB, mounted vertical center BOC/BOS.	91	1
7788055	S	SmartLINQ Remote Diagnostics SmartLINQ is Peterbilt's proprietary remote diagnostics service which monitors the engine and aftertreatment for diagnostic codes providing real-time code analysis maximizing vehicle uptime and strengthening the fleets partnership with their dealer. SmartLINQ provides fault coverage for over 800 codes, a customizable email notification for 116 codes plus a web portal to manage your entire fleet included at no additional charge. SmartLINQ is compatible with any telematics system and doesn't require a specific fleet management system. For those whose customers utilize PeopleNet, the pre-wire with remote diagnostics will provide a more integrated solution utilizing the existing SmartLINQ modem. For those whose customers utilize other fleet services products, the existing pre-wire option for the other fleet service devices will continue to be available. Standard on Class 8 engines and available on Models 348, 337, 330 and 325 with a PX-9, PX-7 or Cummins Westport natural gas engine.	0	0
7788056	S	24 Months SmartLINQ Subscription With OTA Functionality - PACCAR MX Engines	0	0
7850015	O	Rear Wall Deep Record/Map Pocket	78	2
7850555	O	Dual USB Charging Port	185	2
7851480	S	Peterbilt Electric Windshield Wipers With Intermittent Feature.	0	0
7852020	O	Cab Air Suspension	240	15
7852050	O	Auto Reset Circuit Protection Daycab and Sleeper	19	0
7900090	O	Triangle Reflector Kit, Ship Loose Flourescent triangle emergency road flares are designed to meet and exceed all DOT standards.	27	13
7900310	O	Fire Extinguisher, Mounted Outboard Driver Seat Hazmat approval UL listed/rated ABC	68	8

Price Level: January 1, 2023
Deal: 567 super18 MX138LL
Printed On: 3/30/2023 12:15:52 PM

Date: March 30, 2023
Quote Number: QUO-1038621-27MSJ5



Sales Code	Std/ Opt	Description	\$ List	Weight
7901130	O	Backup Alarm (107 DB)	132	3
8011410	O	Drive Axle #1 Front Oil Temperature Gauge 52mm round, backlit. Physical gauges must be ordered in pairs and are limited to a total of 6. If this option is selected on a truck with VMUX electrical architecture, the gauge will be included in the digital display.	136	0
8011420	O	Drive Axle #2 Rear Oil Temperature Gauge 52mm round, backlit. Physical gauges must be ordered in pairs and are limited to a total of 6. If this option is selected on a truck with VMUX electrical architecture, the gauge will be included in the digital display.	148	0
8011830	S	Engine Oil Temperature Located in Digital Cluster Display.	0	0
8011850	O	Transmission Oil Temperature (Main) Located in Digital Cluster Display.	26	0
8021800	S	Air Filter Restriction Pressure Gauge Located in Digital Cluster Display	0	0
8021830	O	Increased Air Filter Full Indication For air filter restriction gauge	0	0
8022160	O	Fuel Filter Restriction Gauge 52mm Round, backlit. Physical gauges must be ordered in pairs and are limited to a total of 6. If this option is selected on a truck with VMUX electrical architecture, the gauge will be included in the digital display.	204	0
8070010	O	Up To (4) Additional Electric Switches Up to (4) additional electric switches without wiring. Switch will short pin5 to pin 4 when off, and pin 5 to 6 when on. Backlighting provided by Lin jumper.	109	1
8070390	O	Engine Hourmeter Gauge Located in Digital Cluster Display	0	0
8070450	O	Engine PTO Hourmeter Gauge Located in Digital Cluster Display	0	0
8070810	S	Engine Manifold Pressure (Turbo Boost) Located in Digital Cluster Display	0	0
8070820	S	Engine Percent Torque Located in Digital Cluster Display	0	0
8070830	O	Main Instrumentation Panel Digital Cluster 15" Display includes: Speedometer, Tachometer, Primary Air Pressure, Secondary Air Pressure, Fuel Level, DEF Level, DPF Filter Status, Fuel Economy, Oil Pressure, Coolant Temp, and Voltmeter.	0	0
8071340	O	Bright Bezel Gauges	39	0
8072560	O	(1) Additional Dash Switch With Wiring (1) additional dash switch with wiring. Spare 1 and 2 share 15 amp fuse, spares 3, 4, and 5 share 15 amp fuse. Availability subject to dash space.	47	0
8076010	O	Pusher Axle Pressure 1 52mm Round, backlit. These physical gauges must be ordered in pairs and are limited to a total of 6.	113	0

Price Level: January 1, 2023
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Date: March 30, 2023
Quote Number: QUO-1038621-Z7M6J5



Sales Code	Std/Opt	Description	\$ List	Weight
8076020	O	Pusher Axle Pressure 2 52mm Round, backlit. These physical gauges must be ordered in pairs and are limited to a total of 6.	121	0
8076030	O	Pusher Axle Pressure 3 52mm Round, backlit. These physical gauges must be ordered in pairs and are limited to a total of 6.	124	0
8110070	S	Headlights Projector Module Pod Fender mounted turn signals, projector module low beam, complex reflector high beam, pod mounted	0	0
8120990	S	(5) Marker Lights, Aero LED On roof, visor, or fairing	0	0
8133960	S	Daytime Running Lights The brake interlock turns the daytime running lights off when the parking brakes are engaged. This is required on all Canadian vehicles.	0	0
8134160	O	Self-Canceling Turn Signal	0	0
8140120	O	Incandescent Square Stop/Turn/Tail/Backup Left-hand / right-hand square end of frame or dropped a-brace	52	9
8153050	O	(1) F/O Load Light, Switch, (2) 10" Wire Coils (1) furnished by owner load light, switch, (2) 10" wire coils, under cab/sleeper.	90	3
Paint				
8500710	S	Standard Paint Color Selection	-200	0
8530770	S	(1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A- L0006EY WHITE N85500 CAB ROOF L0006EY WHITE N85300 FENDER L0006EY WHITE N85200 FRAME L0001EA BLACK N85400 HOOD TOP L0006EY WHITE	0	0
Shipping Destination				
Options Not Subject To Discount				
9400090	S	Peterbilt Class 8 Standard Coverage 1 year/100,000 Miles (160,000 km)	0	0
9400092	S	PACCAR MX Standard Coverage 2 yrs/250,000 mi (400,000 km)/6,250 hrs	0	0
9407147	O	Fuel Price Index Factor \$243 NET	243	0
9408703	O	Base Warr: Emissions 5YR/100K MI-EPA Engine	0	0
9408937	O	PDI After Body Upfit	0	0
9408982	O	Vehicle Layout Option is not subject to discount. Fleets will be split prior to build so that the charge is applied to only one unit. Quotes will not reflect this.	1,500	0

Price Level: January 1, 2023

Deal: 567 super18 MX138LL

Printed On: 3/30/2023 12:15:52 PM

Date: March 30, 2023

Quote Number: QUO-1038621-Z7M6J5



Sales Code	Std/ Opt	Description	\$ List	Weight
Miscellaneous				
9409030	O	Day Cab / Premium Interior (DR)	0	0
9409053	O	State Registry: Arizona	0	0

Promotions

Order Comments



Total List Price (W/O Freight & Warranty & Surcharges)	\$271,730
Marketing and Service Support Fee	\$1,395
Prepaid Freight	\$3,525
Total Surcharge/Options Not Subject To Discount	\$1,743
Total Weight	19,061

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

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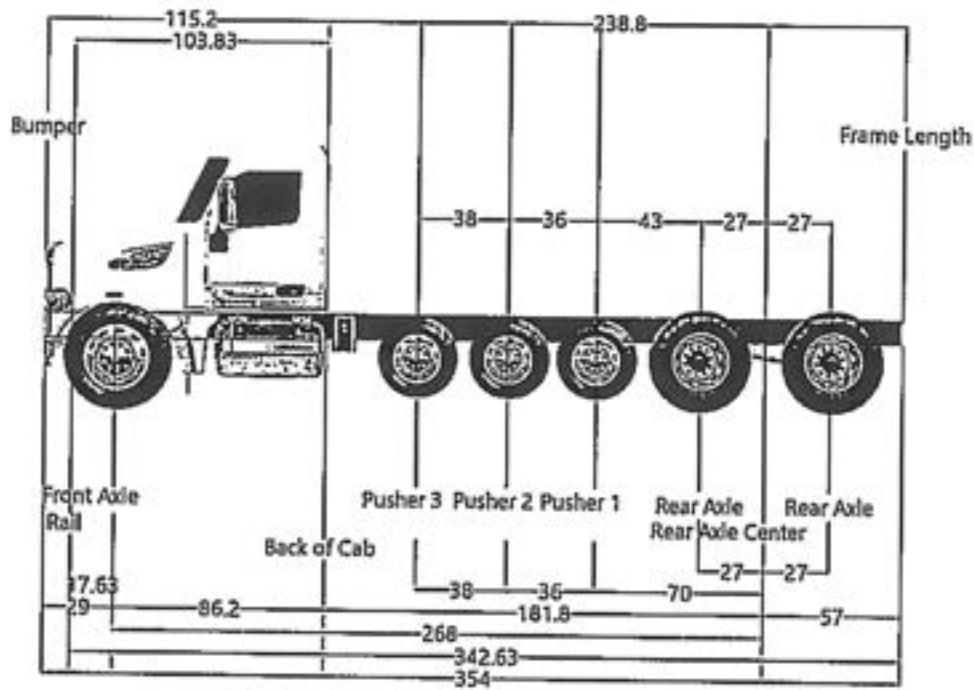


Shipping Destinations

Intermediate Destination: NONE

Final Destinations	Quantity
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HORIZONTAL DIMENSIONS



Dimension	Measurement	Start	End
Axle Spacing	54	241	295
Bumper to Back of Cab	115.2	-29	86.2
Bumper to Front Axle	29	-29	0
Bumper to Front Frame	113.7	-29	-17.63
Cab to End of Frame	238.8	86.2	325
Cab to Rear Axle	181.8	86.2	268
Effective Bumper to Back Of Cab	115.2	-29	86.2
Frame Length	342.63	-17.63	325
Front Axle to Back of Cab	86.2	0	86.2
Front of Frame to Axle	17.63	-17.63	0
Lead Space	238.8	86.2	325
Overall Length	354	-29	325
Overhang	57	268	325
Pusher Offset #1	-16	241	268
Pusher Offset #2	-52	241	268
Pusher Offset #3	-90	241	268
Tag Offset	0	268	295
Wheelbase	268	0	268

SPEED & GRADE PERFORMANCE REPORTS

Engine Report (Engine Per CYD)

Configuration:	Model 567 / Full Truck GCW: 82000
Queue/OTPC/CO:	QUD-1038621-27MDS
Engine:	2012728 PACCAR/10-11 430Q 1600 GVQ2300 1650Q900
Transmission:	4040910 Eaton RTQ16901L 10-Speed
Rear Axle:	1523440 Dana Spicer D46-132 45,000 LBS
Rear Tire:	5104300 RL: CN 18ply 295/75R22.5 Conti-Plus H33+ETRTO RevA/SL: 518
Operating Conditions:	0% Rolling Resistance

Stability	
Transmission Ratio	Maximum Starting Grade
14.56	10.17
9.42	19.52

Engine RPM:	450 550 650 700 750 850 950 1000 1000 1008 1125 1163 1200 1250 1325 1345 1400 1425 1450 1500 1600 1630 1675 1700 1750 1800 1900 1950 2050 2100 2150 2200
Gross Torque:	701 701 903 1013 1076 1226 1390 1455 1610 1650 1650 1650 1850 1850 1650 1609 1574 1548 1523 1472 1408 1355 1278 1198 1037 876 754 693 256 0 0 0
Net Torque:	592 603 804 904 964 1202 1261 1322 1505 1508 1510 1511 1511 1512 1513 1514 1477 1445 1421 1398 1351 1285 1244 1123 1000 849 800 687 631 225 -13 -12 -12
Net HP:	51 63 100 120 134 194 207 219 258 287 313 324 335 345 360 382 384 385 385 386 386 394 385 374 316 316 274 249 234 88 -5 -5 -5

Gear Ratios: TRN (1): 14.56 RAX (1): 3.91	
Speed (MPH):	0.9 1.1 1.3 1.4 1.5 1.7 1.7 1.8 1.8 2.0 2.2 2.3 2.4 2.4 2.5 2.7 2.8 2.8 2.9 2.9 3.0 3.2 3.3 3.4 3.5 3.6 3.7 3.9 4.0 4.2 4.3 4.4 4.5
Grade (%):	25.5 26.9 35.9 45.1 44.5 59.0 63.1 67.6 82.9 81.2 83.4 83.5 83.5 83.6 83.7 83.8 80.3 77.5 75.4 73.5 69.8 65.4 61.9 57.1 52.4 43.6 35.7 30.0 27.3 9.0 -1.3 -1.2 -1.2
Gear Ratios: TRN (2): 9.42 RAX (1): 3.91	
Speed (MPH):	1.4 1.7 2.0 2.2 2.3 2.7 2.7 2.7 2.8 3.1 3.4 3.5 3.7 3.8 3.9 4.2 4.3 4.4 4.5 4.6 4.7 5.0 5.1 5.3 5.3 5.5 5.6 6.0 6.1 6.4 6.6 6.7 6.9
Grade (%):	15.9 16.2 22.1 25.1 22.0 34.5 36.5 38.6 45.0 45.1 45.2 45.2 45.3 45.3 45.3 45.4 44.0 42.8 42.0 41.2 38.5 37.6 35.9 33.6 31.2 26.5 22.0 18.7 17.0 5.5 -1.1 -1.1 -1.0
Gear Ratios: TRN (3): 6.24 RAX (1): 3.91	
Speed (MPH):	2.1 2.6 3.1 3.3 3.5 4.0 4.1 4.1 4.3 4.7 5.2 5.3 5.5 5.7 5.9 6.3 6.5 6.6 6.8 6.9 7.1 7.6 7.7 7.9 8.1 8.3 8.5 9.0 9.2 9.7 10.0 10.2 10.4
Grade (%):	10.2 10.4 14.2 16.1 17.3 21.9 23.1 24.3 28.0 28.0 28.1 28.1 28.1 28.1 28.2 28.2 27.4 26.7 26.3 25.8 24.9 23.7 22.7 21.3 19.9 17.0 14.1 12.0 10.9 3.4 -1.0 -0.9 -0.9
Gear Ratios: TRN (4): 4.83 RAX (1): 3.91	
Speed (MPH):	2.9 3.5 4.2 4.5 4.7 5.4 5.5 5.6 5.7 6.4 6.9 7.2 7.4 7.7 8.0 8.5 8.7 8.9 9.1 9.3 9.6 10.2 10.4 10.7 10.9 11.2 11.5 12.1 12.5 13.1 13.4 13.7 14.0
Grade (%):	7.4 7.5 10.3 11.7 12.5 15.9 16.7 17.6 20.2 20.3 20.3 20.3 20.3 20.3 20.3 20.3 19.8 19.3 19.0 18.7 18.0 17.2 16.5 15.4 14.4 12.3 10.2 8.7 7.9 2.3 -0.9 -0.9 -0.9
Gear Ratios: TRN (5): 3.4 RAX (1): 3.91	
Speed (MPH):	3.9 4.8 5.7 6.1 6.3 7.4 7.5 7.6 7.8 8.7 9.5 9.8 10.1 10.4 10.9 11.5 11.9 12.2 12.4 12.6 13.0 13.5 14.2 14.6 14.8 15.2 15.7 16.5 17.0 17.6 18.3 18.7 19.1
Grade (%):	5.2 5.3 7.4 8.4 9.0 11.4 12.0 12.6 14.5 14.5 14.6 14.6 14.6 14.6 14.6 14.2 13.9 13.6 13.4 12.9 12.3 11.8 11.1 10.3 8.8 7.3 6.1 5.6 1.5 -0.9 -0.9 -0.9
Gear Ratios: TRN (6): 2.53 RAX (1): 3.91	
Speed (MPH):	5.3 6.4 7.5 8.2 8.5 9.9 10.1 10.2 10.5 11.7 12.7 13.1 13.6 14.0 14.6 15.5 16.0 16.4 16.7 16.9 17.5 18.7 19.0 19.5 19.9 20.5 21.0 22.2 22.8 24.0 24.5 25.1 25.7
Grade (%):	3.7 3.8 5.3 6.0 6.5 8.3 8.7 9.2 10.5 10.6 10.6 10.6 10.6 10.6 10.6 10.6 10.3 10.1 9.9 9.7 9.3 8.9 8.5 8.0 7.4 6.3 5.2 4.3 3.9 0.9 -0.9 -0.9 -0.9
Gear Ratios: TRN (7): 1.83 RAX (1): 3.91	
Speed (MPH):	7.3 8.9 10.5 11.3 11.8 13.7 13.9 14.1 14.5 16.2 17.6 18.2 18.8 19.4 20.2 21.4 22.1 22.6 23.0 23.4 24.2 25.0 26.3 27.1 27.5 28.3 29.1 30.7 31.5 33.1 33.5 34.7 35.5
Grade (%):	2.5 2.5 3.6 4.1 4.5 5.7 6.1 6.4 7.4 7.4 7.4 7.4 7.4 7.4 7.4 7.2 7.0 6.9 6.7 6.5 6.2 5.9 5.5 5.1 4.3 3.5 2.8 2.5 0.3 -1.0 -1.0 -1.0
Gear Ratios: TRN (8): 1.36 RAX (1): 3.91	
Speed (MPH):	9.8 12.0 14.3 15.2 15.9 18.5 18.7 18.9 19.6 21.7 23.7 24.5 25.3 26.1 27.2 28.8 29.7 30.4 31.0 31.5 32.6 34.8 35.4 36.4 37.0 38.0 39.1 41.3 42.4 44.6 45.7 46.7 47.8
Grade (%):	1.7 1.7 2.5 2.8 3.1 4.1 4.3 4.5 5.3 5.3 5.2 5.2 5.2 5.2 5.2 5.1 4.9 4.8 4.7 4.5 4.2 4.0 3.7 3.4 2.8 2.2 1.7 1.5 -0.2 -1.1 -1.2 -1.2
Gear Ratios: TRN (9): 1 RAX (1): 3.91	
Speed (MPH):	13.3 16.3 19.2 20.7 21.6 25.1 25.4 25.7 26.6 29.6 32.2 33.3 34.4 35.5 37.0 39.2 40.4 41.4 42.1 42.9 44.4 47.3 48.2 49.5 50.3 51.7 53.2 56.2 57.7 60.6 62.1 63.6 65.0
Grade (%):	1.0 1.0 1.6 1.9 2.1 2.7 2.9 3.1 3.4 3.6 3.6 3.5 3.5 3.5 3.5 3.3 3.2 3.1 3.1 2.9 2.7 2.5 2.3 2.1 1.6 1.1 0.7 0.5 -0.7 -1.5 -1.5 -1.5
Gear Ratios: TRN (10): 0.74 RAX (1): 3.91	
Speed (MPH):	18.0 22.0 26.0 28.0 29.2 34.0 34.4 34.8 36.0 40.0 43.5 44.9 46.5 47.9 49.9 52.9 54.5 55.9 56.9 57.0 59.0 63.9 65.1 66.9 67.9 69.9 71.9 75.9 77.0 81.9 83.9 85.9 87.9
Grade (%):	0.5 0.5 0.9 1.1 1.2 1.7 1.8 2.0 2.3 2.3 2.2 2.2 2.2 2.2 2.1 2.1 1.9 1.9 1.8 1.7 1.6 1.3 1.2 1.0 0.8 0.4 0.1 -0.3 -0.5 -1.5 -2.1 -2.1 -2.2

Engine RPM:	450 550 650 700 750 850 950 1000 1000 1008 1125 1163 1200 1250 1325 1345 1400 1425 1450 1500 1600 1630 1675 1700 1750 1800 1900 1950 2050 2100 2150 2200
Gross Torque:	701 701 903 1013 1076 1226 1390 1455 1610 1650 1650 1650 1850 1850 1650 1609 1574 1548 1523 1472 1408 1355 1278 1198 1037 876 754 693 256 0 0 0
Net Torque:	592 603 804 904 964 1202 1261 1322 1505 1508 1510 1511 1511 1512 1513 1514 1477 1445 1421 1398 1351 1285 1244 1123 1000 849 800 687 631 225 -13 -12 -12
Net HP:	51 63 100 120 134 194 207 219 258 287 313 324 335 345 360 382 384 385 385 386 386 394 385 374 316 316 274 249 234 88 -5 -5 -5

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

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

District 2

Date/Signature _____

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

Discussion and possible approval to purchase a new CAT 150-15AWD through the OMNIA contract with trade in and financed for 3 annual payments from Caterpillar Financial Services Corporation.

BOS Meeting Date Requested 4-24-2023

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: 

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

Caterpillar Financial Services Corporation

Finance Proposal

CUSTOMER

Name: APACHE COUNTY

Address _____
 City _____
 State _____

Good if: _____
 Acknowledged by _____ May-20-2023
 Funded by _____ May-20-2023

DEALER

EMPIRE SOUTHWEST, LLC
 Sales person _____
 Dealer contact _____
 Telephone _____

Quote number _____ 4524734
 Fax Number _____
 Quote Date _____ 20-Apr-23
 Quote Time _____ 12:22:02 PM

FINANCE PROPOSAL

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Finance Type _____ Governmental Lease
 Number of Payments _____ 4 Annual
 Payments _____ in Advance

Quoted By _____ Everett Taylor
 Report Created By _____ Everett Taylor

	<u>Model</u>	<u>Ann. Hours</u>	<u>Qty</u>	<u>Sale Price</u>	<u>Amount Financed</u>	<u>Payment</u>	<u>Balloon</u>	<u>Fixed Rate</u>
New	150-15AWD	500	1	348,377.00	348,877.00	See Amort. Schedule	1.00	6.4900%

Special Conditions:
 150-15AWD

Serial Number - , Model Year - 2023, Standard Environment;
 Major Attachments-Tires; Blades/Buckets/Rippers-;
 Manual Configuration and Work Tools:

Payment Structure - Asset
 3 Annual payment(s) 123,676.35
 1 Stub payment(s) 1.00

	<u>Model</u>	<u>Insurance</u>	<u>Payment w/Insurance</u>
New	150-15AWD	4,504.91	Amort. Sch.

The estimate for insurance is provided through Caterpillar Insurance Company (Provided by Westchester Insurance Company in Rhode Island) and is not an offer to contract for insurance.

CONDITIONS

Insurance: The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.

Taxes: All taxes are the responsibility of the customer and may or may not be included in the above payment amount.

Equipment: The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.

Approval: This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Caterpillar Financial Services Corporation
 2120 West End Avenue, Nashville, TN 37203
 (615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by:

Caterpillar Financial Services Corporation

Acknowledged by:

APACHE COUNTY

Date

EXHIBIT 2
Concluding Payment Schedule to
Government Agreement

Quote Number.....4524734

Dated _____, 20__
between
Caterpillar Financial Services Corporation
and

Description of Unit: 150-15AWD Motor Grader:

Number of Payments Made	Beginning Balance	Payment Amount	Balloon	Interest	Interest Rate	Concluding Payment (*)
1	348,877.00	123,676.35	0.00	0.00	6.49	225,200.65
total		123,676.35	0.00	0.00		
2	225,200.65	123,676.35	0.00	14,615.52	6.49	116,139.82
total		123,676.35	0.00	14,615.52		
3	116,139.82	123,676.35	0.00	7,537.47	6.49	0.94
total		123,676.35	1.00	7,537.47		
4	0.94	0.00	1.00	0.06	6.49	0.00
total		0.00	1.00	0.06		
total		371,029.05	1.00	22,153.05		

(*)Does not include any rent payment or other amount then due.

Initialed: _____
(Lessee)

Client Purchase Agreement

Account Manager: Greg Smith

PSR: Todd Richardson

DBS Agreement #:

Client #: 0283541

Date: 4/25/2023

Client Name: APACHE COUNTY DIST 2

Contact: ALTON SHEPARD

Contact Phone: 928-729-2141

Address: PO BOX #1170, NR 54

City/State/ZIP: FORT DEFIANCE 86504-0054

Phone: 928-729-2141

Invoicing Client: APACHE COUNTY DIST 2 - 0283541G

PO #:

Terms: On Account - Customer PO

Special Payment Instructions: For Wire Instructions email the Empire Credit Dept. at CreditDepartment@empire-cat.com

Please include the following information with your payment or wire:

Invoicing Client: APACHE COUNTY DIST 2

Client Number: 0283541

Agreement Number:

Serial Number(s):

Delivery Location:

Delivery Address:

Delivery Zip Code:

F.O.B: EMPIRE

City/State: GANADO, AZ

Client Required Delivery Date: 6/12/2023

Job Site Location: SHOW LOW, AZ

Bond #:

Freight: The freight will be provided by a Common Carrier and paid for by: Empire Common

IF APPLICABLE: Cat Certified Used meets hour and age limits, inspection, remaining or min warranty specific by Model.

A Basic CVA for 2 YR or 1,000 hour, Filter Kits will be delivered on time through scheduling and notification.

Equipment

Serial Number	Year	Model	ID #	Inv	Make	Description	Sell Price
	2023	150-15	E184203		CAT	AWD MOTOR GRADER 7 YEAR / 5000 HOURS PREMIER WARRANTY 12 Months Of Travel Time And Mileage	\$418,377.00

Trade-Ins

Year	Make	Model	Serial Number	Rcvd	ID Num	Description	Trade Value	Lien Amount	Net Trade-In
2013	CAT	140M2	R9M00292	<input type="checkbox"/>		MOTOR GRADER	\$70,000.00	\$0.00	\$70,000.00

Notes

THIS SALE IS PROVIDED WITH OMNIA DISCOUNTS, FOR CONTRACT #212816-01

Sub Total:	\$418,377.00
Trade In Value:	(\$70,000.00)
State/County Sales Tax (BL - Navajo Nation 6.00%):	\$20,902.62
City Sales Tax (_City - no additional tax 0.00%):	\$0.00
Balance Due:	\$369,279.62

Client Purchase Agreement

TERMS: Machine sales payments are due Net 10; all others Net 30. Unless otherwise agreed in writing by a vice president of Empire Southwest, LLC ("Empire"), the purchase of goods or services from Empire will be governed solely by Empire's Sales and Service Terms (www.empire-cat.com/legal/sales-service-terms-conditions); the rental of equipment from Empire will be governed solely by Empire's Rental Terms (www.empire-cat.com/legal/rental-terms-conditions); and the enrollment of equipment in Empire's Client Value Agreement ("CVA") program will be governed solely by Empire's CVA Terms (www.empire-cat.com/legal/client-value-agreement-terms-conditions), or such other successor websites at which Empire posts its Sales and Service Terms, its Rental Terms, and its CVA Terms (collectively, the "Terms") from time to time. A hard copy of the Terms is available upon written request to terms.conditions@empire-cat.com. Empire's Terms are incorporated by reference into this document and all other documents related to the purchase of goods or services from Empire or the rental of equipment from Empire. By purchasing goods or services from Empire or renting equipment from Empire, you agree to be bound by Empire's Terms exactly as written.

When operated in California, any on-road heavy-duty diesel vehicle, alternative-diesel vehicle, off-road diesel vehicle, or portable diesel engine may be subject to the California Air Resources Board's Regulation to Reduce Particulate Matter and Criteria Pollutant Emissions from In-Use Heavy-Duty Diesel Vehicles, In-Use Off-Road Diesel Vehicle Regulation, or Airborne Toxic Control Measure For Diesel Particulate Matter From Portable Engines Rated At 50 Horsepower And Greater. It therefore could be subject to retrofit, exhaust retrofit, or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board websites at <https://www.arb.ca.gov/dieseltruck>, <https://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>, or <https://www.arb.ca.gov/portable/portable.htm>.

Signatures:

Client

Date

Client

Date

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

ENGINEERING

Paul Baum

Date/Signature 4/24/23

Describe in detail what you want to say to the Board and what action you want the Board to take: DISCUSSION AND POSSIBLE APPROVAL TO UPDATE YEARLY CONTRACT TRUCKING BID.

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: *J.P. [unclear]*

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

B&R Trucking

Bart Wiltbank 928-245-3809

b.r.trucking.wiltbank@gmail.com

PO Box 1411 Eagar Az, 85925

Apache County Roads Department. Last year I was hauling locally in District III at the \$125 hourly rate. I have recently been hauling limestone from the limestone pit outside of St Johns Az to Chinle Az. Over 100 miles. I have figured my cost per mile after hauling for a week is \$5.00 per mile. I am asking that you consider increasing my contract milage rate from \$4.50 per mile to \$5.00 per mile to cover my expenses so that I can continue to provide services at a fair rate.

Thank you for your consideration.

Sincerely: Bart Wiltbank

BID SPECIFICATIONS

SEALED BIDS ARE BEING SOLICITED BY APACHE COUNTY FOR CONTRACT TRUCKING TO BE EXECUTED FROM TIME TO TIME AS NEEDED DURING THE COURSE OF THE CALENDAR YEAR ENDING DECEMBER 31, 2023.

DISTRICT I

DELIVERY LOCATION	0-50 MILES COST/HOUR	50-100 MILES COST/LOADED MILE	100+ MILES COST/LOADED MILE
TEEC NOS POS	125. ⁰⁰ hr	5. ⁰⁰	5. ⁰⁰
CHINLE AREA	125. ⁰⁰ hr	5. ⁰⁰	5. ⁰⁰

DISTRICT II

DELIVERY LOCATION	0-50 MILES COST/HOUR	50-100 MILES COST/LOADED MILE	100+ MILES COST/LOADED MILE
GANADO AREA	125. ⁰⁰ hr	5. ⁰⁰	5. ⁰⁰
FT DEFIANCE AREA	125. ⁰⁰ hr	5. ⁰⁰	5. ⁰⁰
WHEATFIELDS AREA	125. ⁰⁰ hr	5. ⁰⁰	5. ⁰⁰

DISTRICT III

DELIVERY LOCATION	0-50 MILES COST/HOUR	50-100 MILES COST/LOADED MILE	100+ MILES COST/LOADED MILE
EAGER AREA	125. ⁰⁰ hr	5. ⁰⁰	5. ⁰⁰
ST JOHNS AREA	125. ⁰⁰ hr	5. ⁰⁰	5. ⁰⁰
CHAMBERS AREA	125. ⁰⁰ hr	5. ⁰⁰	5. ⁰⁰

NOTE: All prices shall include applicable tax.

FUEL PRICE INDEX:

BASE FUEL PRICE:

\$ 4.00

FUEL PRICE

ADJUSTMENT: \$.10 increase per gal. = .03 per mile increase in Bid cost

(Should read: example \$.10 increase per gallon = \$.10 per mile increase in bid cost.)

APACHE COUNTY RESERVES THE RIGHT TO RENEW THIS BID, IF BOTH THE VENDOR AND APACHE COUNTY ARE IN WRITTEN AGREEMENT.

APACHE COUNTY RESERVES THE RIGHT TO ADD VENDORS FROM TIME TO TIME TO THE YEARLY CONTRACT WITH BOARD OF SUPERVISORS APPROVAL.

VENDOR NAME: B3R Trucking

DATE 4-20-23

VENDOR ADDRESS PO Box 1411 Eagar Az 45925

VENDOR TELEPHONE & FAX 928-245-3899

AUTHORIZED SIGNATURE Walter B. Philbrick

CONTACT PERSON: COUNTY ENGINEER (928) 337-7531


Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:

7/27/23 

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

Notification of the following meetings where two or more members of the Apache County Board of Supervisors may be in attendance.

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

BOS Meeting Date Requested 5/2/2023

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: _____

5/25/23 [Signature]

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

Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.

BOS Meeting Date Requested 5/2/2023

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 _____