



Joe Shirley, Jr.
Supervisor, District I

Tom M. White, Jr.
Chairman, District II

Barry Weller
Vice Chairman, District III

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

May 7, 2013

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

Invocation by Invitation.
Pledge of Allegiance.

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

May 7, 2013

1. Discussion and possible approval of the creation of the Medico-Legal Death Investigator (Range 43) and related operating expenses.

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

May 7, 2013

1. Discussion and possible approval to renew our electronic subscription to Ancestry Library Edition in the amount of \$7,830 to provide public access to their database at all of our libraries.
2. Discussion and possible approval to close District libraries on Saturday, May 25, 2013 and Saturday August 31, 2013 due to low demand for library services on these holiday weekends.

3. Discussion and possible approval of a lease agreement renewal between Sanders Unified School District and the Apache County Library District effective July 1, 2013 through June 30, 2014. The monthly rental will remain at \$300.00 per month.
4. Discussion and possible approval to advertise Request for Proposals for janitorial services for seven facilities in the Apache County Library District.
5. Discussion and possible approval to advertise Request for Proposals for janitorial services for Greer Memorial Library.
6. Discussion and possible approval for the Round Valley Public Library to participate in the Springerville-Eagar Fourth of July Parade.

**NOTICE OF A PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY BOARD OF SUPERVISORS
May 7, 2013**

1. 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.
2. County Manager: Discussion and possible approval of a Series 6 and Series 11 Liquor License Application recommendation for Amy Nations, Greer Peaks, 1 Main Street in Greer, Arizona.
3. County Manager: Discussion and possible approval of a Special Event Liquor License Application recommendation for Terry Fillipi, Alpine Music Festival on June 15, 2013 Located at 42661 Highway 180, in Alpine, Arizona.
4. Judge Jay Yellowhorse: Presentation on the Community Cleanup Project that was created in April, 2011.
5. 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, County Manager or member of the public objects at the time the agenda item is called.

County Manager/Clerk of the Board:

- *A. Request approval of minutes dated April 16, 2013 and April 17, 2013.
- *B. Request approval of demands dated April 16, 2013 to May 7, 2013. Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process.

- *C. District III: Request authorization to provide \$1,500 in food items to the St. Johns Senior Citizens Center utilizing District III funds.

Personnel Items:

- *D. Community Development: Request authorization to remove Cindy Lee, permanent, part time Administrative Assistant I (range 22), effective April 30, 2013 and Shanna Pearce, permanent, part time Administrative Assistant I (range 22) from probationary status effective May 1, 2013 with the 2.5% end of probation increase.
- *E. Probation Services: Request authorization to remove Brianna Hannah, Secretary, (range 20) from probationary status using temporary time, effective May 5, 2013 with the 2.5% end of probation increase.
- *F. District II: Request authorization to hire a temporary Facilities & Maintenance Worker II (range 27) for 60 days not to exceed amount of \$3800.61.
6. Probation services: Discussion and possible approval to transfer Luis Morales to the Probation Specialist (range 25) position at \$24,100.83 due to his experience with the department.
7. Finance Department: Discussion and possible approval of the Lease/Purchase Agreement with Wells Fargo Bank in the amount of \$508,000.00 for the purchase of the Tyler Software. The Tyler Technologies contract was approved by the Board of Supervisors on March 19, 2013.
8. Finance Department: Discussion and possible approval to amend the purchasing policy to increase the bidding threshold in accordance with the Auditor General's threshold guidelines as permitted in A.R.S. 11-254.01, 41-2535 and 41-2501(C).
9. Finance Department: Discussion and possible approval to become a member of the Intergovernmental Cooperative Purchasing Agreement, National Purchasing Partners.
10. Malena Bazarro, Grants Manager: Discussion and possible approval to hire Woodson Engineering to complete an environmental assessment at the Apache County Fair Grounds for the 2012 Community Development Block Grant Project at a cost not to exceed \$12,820.
11. County Manager/Community Development: Discussion and possible approval to modify Administrative Assistant I (range 22) Shanna Pearce's position from part time (19 hours) to full time (40 hours) and assign her the additional duties of the switchboard & mailroom.
12. County Manager: Discussion and possible approval to cancel the lease contract with the Town of Eagar for the use of the Apache County rodeo ground facility.

13. Sheriff's Office: Discussion and possible approval of the High Intensity Drug Trafficking Area (HIDTA) grant in the amount up to \$4,000 to be used for domestic highway enforcement activities.
14. County Manager: Discussion and possible approval of a press release urging action by the Governor and the legislature regarding County funding priorities.
15. County Manager: Following a possible executive session pursuant to ARS 38-431.03 (A)(3) for legal advice regarding the possible implementation of future predatory animal regulations, discussion and possible approval of a resolution regarding predatory animals and the increasing threat to the safety, health and welfare of people.

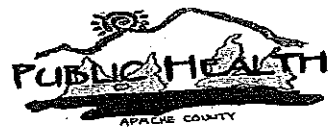
A-ACTION

D-DISCUSSION

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: 5/1/13 at 4:00 a.m. p.m. by (Signature)

(Signature)
Delwin Wengert, Clerk of the Board



Beth 4-16
HR 4-16
Agenda 5-7

BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Chris Sexton, Health District Director

Date/Signature:

Describe in detail what you want to say to the Board and what action you want the board to Take:
ACPHSD requests approval of the Medico-Legal Death Investigator position.

Date & Time Needed: _____

PRE-AGENDA ITEM REVIEW

Review Routing: Legal Finance Purchasing Human Resources Other

Legal Review:

Signature: _____

Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

Signature: _____

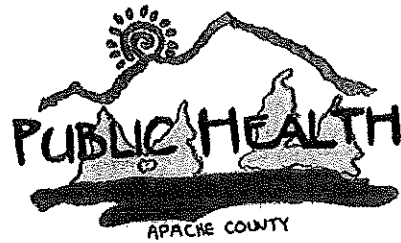
Health Department Director:

Signature: _____

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

BOARD ACTION TAKEN

Approved Disapproved Deleted Continued To: _____



Apache County Public Health Services District

P.O. Box 697
St. Johns, AZ 85936
Fax (928) 337-7592
Phone (928) 337- 7532

Medico Legal Death Investigator Updated Information

May 1, 2013

In October 2012 Dr. Sielski, Alternate Medical Examiner for Apache County, submitted his resignation to be effective January 1, 2013. Dr. Sielski asked other physicians in Apache County if they would be interested in being the Alternate Medical Examiner. Of the physicians he asked no one expressed an interest in being the Alternate Medical Examiner.

The Apache County Public Health Services District asked Dr. Sielski the question, "If we could hire a Medico-Legal Death Investigator, would you consider continuing to be the Alternate Medical Examiner?" Dr. Sielski said he would continue as the Alternate Medical Examiner if there was a Medico-Legal Death Investigator.

The Apache County Public Health Services District researched the job descriptions and pay of Medico-Legal Death Investigators in Pinal, Navajo and Coconino counties then developed a job description and pay range which is competitive with Navajo and Coconino counties. The job description has been reviewed by Apache County Human Resources Department and approved.

In the Arizona Revised Statutes 11-592 states, *B. If the board of supervisors determines that the appointment of a medical examiner is not practicable, the board of supervisors shall designate one or more alternate medical examiners who need not be residents of the county. An alternate medical examiner shall perform the duties of a medical examiner except all autopsies shall be performed by a forensic pathologist.*

C. If the board of supervisors designates one or more alternate medical examiners, the board may establish a county fund and shall pay expenses incurred by alternate medical examiners in the performance of their duties and for the cost of cases referred to a forensic pathologist.

Arizona Revised Statutes 11-594.B. states, "The county medical examiner or alternate medical examiner may: 1. Assign to a medical death investigator or other qualified personnel all aspects of a death investigation except the performance of autopsies."

The duty of the alternate medical examiner is to direct a death investigation and when an external examination or autopsy is required, take charge of

the body, certify the cause and manner of death following completion of the death investigation and other duties as enumerated by statute.

Having a Medico-Legal Death Investigator would enable the Alternate Medical Examiner to attend to his medical practice, not be called at all hours to examine a dead body and provide for a more timely response to a call from the Sheriff's Office to investigate a death.

Presently, the Sheriff's Office works around the schedules of the Medical Examiner and the mortician.

Apache County Public Health Services District (ACPHSD) has contracted with Bryce Burnham of Burnham Mortuary for removal of bodies from the site of death, refrigerated storage of bodies and transport of bodies to and from autopsy in Tucson. From December 31, 2011 to November 15, 2012 ACPHSD spent \$17,993.16 for removal, storage and transport of human remains:

- Removal \$4,280.50
- Storage \$5,148.00
- Transport for autopsy \$7,227.50
- Body Bags \$1,214.50
- Tax \$ 122.66

The costs for having a Medico-Legal Death Investigator as an Apache County Employee can be separated into two categories—Initial costs and Continuing costs. The initial costs are salary and employee related expenses, training, vehicle, mobile morgue, investigation supplies and office supplies. Continuing costs are gasoline and oil, investigation supplies, office supplies. The first year expenses for a Medico-Legal death investigator and Alternate Medical Examiner are:

- Salary and ERE \$101,903.00
- Vehicle \$ 32,000.00
- Mobile Morgue \$ 36,000.00
- Other Operating \$ 15,625.00
- Total \$185,528.00

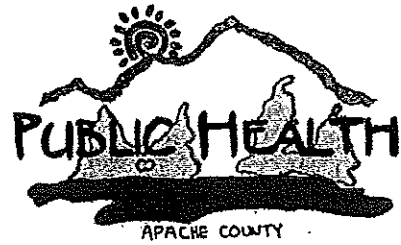
For the amount of money expended the first year, the ACPHSD could contract with Burnham for 10.26 years if Burnham's charges to ACPHSD did not increase.

The budget for the Alternate Medical Examiner and Medico-Legal Death Investigator for the second year drops to \$117,528.00.

Currently the budget for the Alternate Medical Examiner is \$57,839.00

If the Apache County Board of Supervisors decides to approve the Medico-Legal Death Investigator position then the Health Director at a later Board meeting will request approval to expend funds for a vehicle, vehicle conversion and mobile morgue.

If the Board of Directors disapproves the Medico-Legal Death Investigator position the Apache County Public Health Services District at the direction of the Board of Supervisors will need to advertise for and hire an Alternate Medical Examiner or contract for those services.



Apache County Public Health Services District

P.O. Box 697
St. Johns, AZ 85936
Fax (928) 337-7592
Phone (928) 337- 7532

**MEDICO-LEGAL DEATH INVESTIGATOR
Public Health**

Effective Date: 02/19/2013
Range: 43
Annual Salary: \$36,673.00- \$55,009.00

NATURE OF WORK:

Under general supervision, performs work of moderate difficulty investigating unattended or unnatural deaths, performs other work as assigned. This position works closely with the Alternate Medical Examiner and daily supervision is provided by the Sheriff's Office.

TYPICAL DUTIES:

- Prepares bodies, facilitates and observes autopsy examinations.
- Gathers information, maintains records and prepares reports.
- Collects toxicological specimens and submits them for analysis.
- Assists with the processing of death certificates, property records and body handling records.
- Catalogs evidentiary materials. Ensures evidence is obtained and stored properly.
- Ensures quality of all forensic photography.
- May conduct training on death investigation procedures.
- Provides decedent removal and transportation to funeral homes/morgue facilities.
- Cleans, sanitizes and maintains mobile morgue(s).
- Obtains or coordinates positive identification of bodies through visual personal identification, X-ray, dental records, descriptive evidence, and fingerprint records.
- Other duties as assigned

KNOWLEDGE AND SKILLS:

- Knowledge of the principles, practices, methods and techniques of investigative work.
- Knowledge of basic laws of evidence and relevant laws pertaining to death investigations.
- Knowledge of techniques used to collect and preserve evidence.
- Knowledge of trace evidence identification and collection.
- Knowledge of fingerprint ID procedures.
- Knowledge of biohazard safety practices.
- Knowledge of safe handling of firearms, ammunition and hazardous materials
- Skill in gathering, analyzing and evaluating facts and evidence.

- Skill in maintaining accurate and timely documentation and records.
- Skill in effectively communicating verbally and in writing.
- Skill in establishing and maintaining effective working relationships with employees, other agencies and the public.
- Skill in use of photographic equipment.
- Skill in taking precise fingerprints and latent fingerprint comparison.

ABILITY TO:

- Draw or letter charts, graphs, time lines, maps or similar objects;
- Measure distances using a tape measure and/or calibrated instruments;
- Comprehend or make inferences from written material;
- Bend or stoop repeatedly or continually over time;
- Walk over rough, uneven, or rocky surfaces;
- Establish and maintain effective working relationships with employees, other agencies and the public;
- Follow written and verbal instructions;
- Communicate orally and by telephone with public and employees in a face to face setting;
- Respond to call out 24 hours a day as needed;
- Operate a motor vehicle requiring a standard driver's license;
- Move heavy objects (50 pounds or more) short distances (20 feet or less);
- Dig up ground using a pick, shovel, spade or other tools;
- Work in a variety of weather conditions with exposure to the elements;
- Produce written documents with clearly organized thoughts using proper sentence construction, punctuation and grammar;
- Mix and work with cleaning fluids, chemicals, pesticides, insecticides or similar solutions using normal protective equipment;
- Determine and evaluate the value of evidence.

MINIMUM QUALIFICATIONS:

Current Arizona Post Certification preferred; AND valid Arizona Driver's License; AND must pass background check, criminal history check and polygraph; AND be capable of lifting heavy weight (up to 140 pounds); AND have the ability to work under adverse conditions; AND may be required to work weekends, holidays, and be available to respond to calls at all times; OR an equivalent combination of training, education and work experience. Must successfully pass the basic Registry examination of the American Board of Medico-Legal Death Investigators and become a Diplomat of the American Board of Medico-Legal Death Investigators within twelve (12) months after employment. After being certified a copy of the certification will be submitted to the Health Director of the Apache County Public Health Services District.



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Library District

Date 04/18/2013

Signature: Judith M. Pepple

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

Request approval to renew our electronic subscription to Ancestry Library Edition in the amount of \$7,830 to provide public access to this database at all of our libraries.

Date & Time Needed: May 7, 2013

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

Legal Review:

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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Signature Clerk of Board

Ancestry® Library Edition**Key Facts**

Format: Citation, Full Text, Full Image, Text+Graphics
Media: Electronic/Online
Coverage: 1300-Current
Total Sources Covered: Over 7,000 databases and 200 billion images

Ancestry® Library Edition, distributed exclusively by ProQuest and powered by Ancestry.com, delivers billions of records in census data, vital records, directories, photos, and more.

Ancestry Library Edition brings the world's most popular consumer online genealogy resource to your library. It's an unprecedented online collection of individuals from North America, the UK, Europe, Australia, and more.

Answers await everyone—whether professional or hobbyist, expert or novice, genealogist, or historian—inside the more than 7,000 available databases. Here, you can unlock the story of you with sources like censuses, vital records, immigration records, family histories, military records, court and legal documents, directories, photos, maps, and more.

And, with ongoing updates and new content always being added, you'll keep coming back to discover more. Popular and recently added collections include:

U.S. collections deliver hundreds of millions of names from sources such as federal and U.S. censuses; birth, death, and marriage records including the Social Security Death Index; and U.S. border crossing and trans-ocean ship records.

Canadian collections provide nearly 60 million records from the Census of Canada; and key vital records, such as the Drouin Collection (1621-1987), which includes nearly 30 million baptism, marriage, and burial records from Quebec.

U.K. collections offer censuses for England, Wales, Isle of Man, Channel Islands, and Scotland, with nearly 200 million records; Births and Baptisms (1834-1906), Marriage Licenses (1521-1869), Deaths and Burials (1834-1934), and Poor Law Records (1840-1938) in London; and more.

Other International collections continue to grow with more than 46 million records from German census, vital records, emigration indexes, ship lists, phone directories, and more; Chinese surnames in the large and growing Jiapu Collection of Chinese lineage books; Jewish family history records from Eastern Europe and Russia; and more.

Military collections deliver over 150 million records containing information often not found elsewhere; and includes records from the colonial to the Vietnam era.

Multimedia collections deliver millions of files ranging from family and gravestone photos to postcards and newsreels.

All this, plus an intuitive search interface, detailed search indexes, and helpful Learning Center tools, makes Ancestry Library Edition an indispensable resource for any library serving genealogists and historians.

[Try Ancestry Library Edition](#) in your library.

Or, contact your [ProQuest Account Representative](#) to learn more about this product and others that directly support research into the genealogy and local history, including:

- [HeritageQuest® Online](#) features an incredible storehouse of American genealogical information from primary sources, local and family histories, and other finding aids
- [ProQuest® African American Heritage](#) focuses exclusively on resources devoted to African American family history research
- [Historic Map Works™ Library Edition](#) provides the largest digital collection of historic maps with nearly 1 million maps and growing
- [ProQuest Sanborn Maps Geo Edition](#) (1867-1970) provides digital access to thousands of large-scale maps of American towns and cities, searchable by address and GPS coordinates.
- [Digital Sanborn® Maps](#) details over 100 years of urban growth in America with more than 600,000 property and land-use records
- [ProQuest® Historical Newspapers](#) delivers a definitive digital archive of significant regional, national, and international newspapers
- [ProQuest® Black Historical Newspapers](#) delivers a definitive digital archive of newspapers published by and for the African American community

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[Ancestry Library Edition 8.5x11 Poster \(PDF\)](#)



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Library District

Date: 04/18/2013 Signature: Judith M. Pepple

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

Request authorization to close District libraries on Saturday, May 25, 2013, and Saturday, August 31, 2013 due to low demand for library services on these holiday weekends.

Date & Time Needed: May 7, 2013

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

Legal Review: _____
Signature: _____

Finance Review: _____
Signature: _____

Purchasing Review: _____
Signature: _____

Human Resources Review: _____
Signature: _____

Other Review: _____
Signature: _____

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

BOARD ACTION TAKEN

//Approved //Disapproved //Deleted //Continued to: _____

Signature Clerk of Board



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Library District

Date: 04/18/2013 Signature: Judith M. Pepple

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

Request approval of lease agreement between the Sanders Unified School District #18 and the Apache County Library District effective July 1, 2013 through June 30, 2014.

Date & Time Needed: May 7, 2013

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

Legal Review: Lease reviewed and approved by Joseph Young. See attached e-mail.

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

//Approved / /Disapproved / /Deleted / /Continued to: _____

Judith Pepple

From: Joe Young [JYoung@apachelaw.net]
Sent: Monday, April 22, 2013 2:49 PM
To: Judith Pepple
Subject: RE: Sanders lease for FY 2013-2014

The lease is valid and generally complies with legal requirements.

From: Judith Pepple [jpepple@co.apache.az.us]
Sent: Monday, April 22, 2013 12:48 PM
To: Joe Young
Subject: Sanders lease for FY 2013-2014

Dear Joe,
Will you please review the attached lease and let me know whether it meets with your approval so I can present it to the Board at their meeting on May 9, 2013?

Since I don't know whether you are required to sign and return agenda item forms, I have attached the completed agenda form to this e-mail for your convenience.

Thank you for your help with our items.

*Judith M. Pepple, Director
Apache County Library District
30 South 2nd West
PO Box 2760
St. Johns, Arizona 85936-2760*

928-337-4923 voice
928-337-3960 fax

Sanders Unified School District #18

P.O. Box 250

Sanders, Arizona 86512

Ph: 928.688.4760

Fax: 928.688.4210

Business Office

April 5, 2013

Apache County Library District

P.O. Box 2760

St. Johns, AZ 85936

RE: RENEWAL OF FACULTY RENTAL AGREEMENT FOR FISCAL YEAR 2013-14

Dear Sir or Madam;

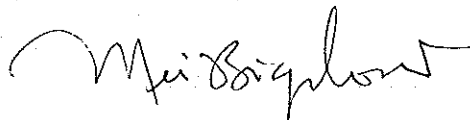
I am writing this letter to inform you that your faculty lease agreement is up for renewal. According to our records, your lease agreement ends on June 30, 2013; therefore, we enclosed a renewal lease agreement which will start on July 01, 2013 and carry through June 30, 2014.

Please review the draft documents. If it is satisfactory to your needs, please sign, date and return the documents with the enclosed self-stamped envelope that is provided.

If you have any questions or concerns regarding the document that is sent, please call me at (928) 688-4760 or email me at mei.bigelow@sandersusd.net.

Thank you in advance for your cooperation.

Sincerely,



Mei Bigelow, Business Manager

Sanders USD

SANDERS UNIFIED SCHOOL DISTRICT No. 18

P.O. Box #250
Sanders, Arizona 86512

Phone: (928) 688-4760

Fax: (928) 688-4210

LEASE

This Lease is made and entered into on this 1st day of July 2013 by and between Sanders Unified School District No. 18 of Apache County (Lessor) and the Apache County Library District (Lessee).

RECITALS

WHEREAS, Lessee desires to lease space from Lessor for use as an educational site for the Apache County Library District; and

WHEREAS, Lessor is willing to provide space for such purpose on the terms and conditions hereinafter set forth; and

WHEREAS, Lessor is authorized to enter into this Agreement pursuant to A.R.S. § 15-342(9)

THEREFORE, in consideration of the premises and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **Premises.** Lessor hereby leases to Lessee Rooms Forty-one (41), and Forty-three (43) of the Yellow Building (Leased Premises) for use as a community library.
2. **Term.** This Lease will remain in force for a period of one (1) year, commencing on the 1st day of July, 2013 and ending on the 30th day of June, 2014.
3. **Renewal.** Renewals of this Lease shall not be automatic. Ninety (90) days prior to expiration of current Lease term, Lessee may request an extension of this Lease for a period of one (1) year commencing on the day the current term expires and ending one year from that date. Such renewal requests must be made in writing, addressed to the individual contact designated in this Lease or otherwise designated in writing and acknowledged by both parties. The Governing Board must approve all lease extensions.
4. **Termination.** Either party to this Lease may terminate this Lease by giving the other party ninety (90) days written notice addressed to the individual or contact designated in the lease or otherwise designated in writing and acknowledged by both parties. The Governing Board may automatically terminate this Lease upon thirty (30) days notice to

Lessee for Lessee's nonpayment of rent. The parties hereby acknowledge and agree to the applicability of A.R.S. § 38-511.

5. **Rent.** Rent, in the amount of three hundred and 00/100 dollars (\$300.00) per month shall be paid by Lessee to Lessor in advance on the first day of each month, which covers all lessee space here in described. Lessor may adjust the rent at the beginning of any renewal of the lease.

6. **Utility Expenses.** During the Term of this Lease or any renewal, Lessee shall be responsible for paying electric and propane utility expenses associated with the Leased Premises. Lessor shall make arrangements with local propane and electric utility companies to create separate utility accounts in the name of Lessee to cover the Leased Premises. Lessee shall be responsible for maintaining these accounts with the utility providers. Lessor agrees to pay for water.

7. **Maintenance.** For the length of the Lease Term, all maintenance shall be provided by Lessee including painting electrical fixtures, (including replacement of light bulbs and ballasts) locks, windows, heating and cooling equipment, etc. within the Leased Premises. In the event that Lessee is issued keys by Lessor which are lost, all costs to re-key the Leased Premises, and any other locks of Lessor accessed or had access to via the lost key shall be borne by Lessee.

8. **Remodeling.** Lessee is solely responsible for all remodeling costs associated with its use of the Leased Premises.

9. **Insurance and Indemnity.** Lessee shall at all times during the Term or renewal of this Lease maintain policies of insurance consisting of general liability, worker's compensation and employee's liability and property coverage in an amount consistent with industry standards. All such insurance shall, if available, name Lessor, its Governing Board members, officers, employees and agents as additional insured, and shall be primary to any other available insurance. Lessee shall indemnify and save Lessor harmless from and against any and all claims, demands, actions, damages, liability and expense (including attorney's fees and costs) in connection with loss of life, personal injury, and/or property damage arising from or out of any occurrence in, upon, or at the premises leased hereunder, or from Lessee's occupancy thereof.

10. **Assignment and Subletting.** Lessee may not assign this Lease or sublet the Lease Premises.

11. **Notices.** Any notice required hereunder shall be in writing and given by mailing the same by United States Mail, registered or certified, return receipt requested, addressed as follows:

Lessor: Sanders Unified School District
P.O. Box #250
Sanders, AZ 86512

Contact Person: _____
Mei Bigelow

Lessee: Apache County Library District
P.O. Box #2760
St. Johns, AZ, 85936

Contact Person: _____
Judith M. Pepple

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease through their respective, duly authorized officers as of the day and year first above written.

Lessor: By: _____

Superintendent
Name & Title

Lessee: By: _____

Name & Title
Tom M. White, Jr.
Chairman of the Board



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Library District

Date: 04/18/2013 Signature: Judith M. Puppale

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

Request authorization to advertise Request for Proposals for janitorial services for seven facilities in the Apache County Library District.

Date & Time Needed: May 7, 2013

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

Legal Review: All materials reviewed and approved by Joseph Young. See attached e-mail.

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

//Approved / //Disapproved / //Deleted / //Continued to: _____

Signature Clerk of Board

Judith Pepple

From: Joe Young [JYoung@apachelaw.net]
Sent: Monday, April 22, 2013 3:34 PM
To: Judith Pepple
Subject: RE: RFPs for janitorial services

I have reviewed the documents for this and for the Greer Memorial Library and they both comply with legal requirements.

From: Judith Pepple [jpepple@co.apache.az.us]
Sent: Monday, April 22, 2013 12:44 PM
To: Joe Young
Subject: FW: RFPs for janitorial services

Dear Joe,
Since I don't know whether you are required to sign and return agenda item forms, I have attached the completed agenda form to this e-mail for your convenience.

Judith M. Pepple
Apache County Library District

From: Judith Pepple
Sent: Friday, April 12, 2013 3:29 PM
To: 'Joe Young'
Subject: RFPs for janitorial services

Dear Joe,

Will you please review the documents for the RFPs for janitorial services for the Alpine, Concho, Round Valley, Sanders, St. Johns, and Vernon libraries and the Library Administration Building?

All submission forms are identical except for the name of the facility. Therefore, I am only sending one.

However, I am sending the individual scope of work for each facility.

If they meet with your approval I would like to present them to the Board at their meeting on May 7, 2013.

Apache County
REQUEST FOR PROPOSALS

Apache County
Requests proposals for

**Janitorial Services for Alpine, Concho, Round Valley, Sanders,
St. Johns and Vernon Public Libraries, and the Library Administration Building.**

**Responses will be received at the
Apache County Library Administration Building
Judith Pepple, Director
30 South 2nd West
St. Johns, AZ 85936**

Refer to attachments A and B for all scheduled activities

**Address all inquiries regarding this Request for Proposals
To**

Judith M. Pepple, Director
Apache County Library District
30 South 2nd West
PO Box 2760
St. Johns, Arizona 85936-2760
jpepple@co.apache.az.us

This is a notice of a procurement process that may result in an award; however, it is not intended as and should not be construed as an offer to contract.

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I. SCOPE OF SERVICES

Apache County Library District (the "Owner") invites interested contractors to submit a written proposal for performing janitorial services in response to RFP described as:

Janitorial Services for Alpine, Concho, Round Valley, Sanders, St. Johns, Vernon Public Libraries, and the Library Administration Building.

To be eligible for consideration the contractor must:

1. **submit a separate quote for each facility for which they would like to be considered, and**
2. **submit complete contact information for two work-related references.**

A. Project Description:

BASE BID: Clean facility according to stated frequency and tasks as listed on facility-specific scope of work task sheet. Cleaning products will be supplied by the Library District. Maintain a safe work environment. Adhere to MSDS (Material Safety Data Sheets) instructions for proper use of cleaning products. Schedule all work before or after normal library or office business hours. Coordinate all work and schedules in advance with Curtis Gillespie, Facilities and Maintenance Supervisor for the Apache County Library District. Bid to include all applicable taxes, insurance, and bonds as required.

B. Project Schedule Overview:

Award of contract is anticipated in June 2013.
Contract period is July 1, 2013 – June 30, 2014.

C. Contractor's Bond and Insurance Requirements:

All contractors submitting a proposal must be properly bonded and insured. The County requires \$500,000 liability insurance policy, \$100,000 bond and when there are two or more workers, the standard Arizona Worker's Compensation policy. Proof of insurance will be required before work starts. Contractor is to pay all taxes as required by state, federal, or local jurisdiction.

In addition a contractor submitting a proposal must be prepared to demonstrate to the Owner's satisfaction that the contractor is capable of meeting the owner's needs and protecting the County's interests. The Owner will, in the exercise of its discretion, be the sole judge in the determination of the suitability of the contractor for this project. The Owner's decision will be final.

II. SUBMITTAL REQUIREMENTS

A. Communications with the Owner:

All communications with the Owner regarding this RFP shall comply with the following guidelines: All communications shall be in writing. Address all communications to the address below:

Judith M. Pepple, Director
Apache County Library District
30 South 2nd West
PO Box 2760
St. Johns, Arizona 85936-2760
jpepple@co.apache.az.us

A pre-submittal conference will be held at the St. Johns Public Library. Contractors are urged to attend, and written addenda will be produced if necessary.

B. Delivery of submittals:

Proposals shall be delivered, in a sealed container, to the reception counter at the Apache County Library Administration Building, 30 South 2nd West, St. Johns, AZ 85936, on or before the hour and date indicated in Attachment A of this RFP.

PROPOSALS SHOULD BE CLEARLY MARKED AS FOLLOWS:

**Apache County Library District
Bid Documents
Janitorial RFP response
(Insert name of Bidder)
(Bidder's address and email address)
Date of bid and time**

Submittals received after the scheduled hour for receipt shall not be accepted and will remain unopened. Bidders are solely responsible for the delivery of their submittal to the above location by the time and date specified. Delivery services and "overnight mail" should not be relied upon to make timely deliveries. Telegraphic, telephonic, telecopied (facsimile), or electronic submittals or modifications of submittals will not be considered. Bid Documents will be opened on the date and time listed in attachment A of this RFP, and the names of the respondents will be read aloud. All information regarding the content of the specific submittals will remain confidential until an award is made, or all are rejected.

C. General Format of Submittals:

Submittals shall be printed or hand written on the form included with this RFP, titled "QUOTE FOR JANITORIAL SERVICES" (Attachment C) and delivered to location stated above, along with any additional information or qualifications the Bidder desires, in a sealed container.

D. Interpretation of RFP documents and pre-submittal conference:

Bidders who desire clarification of project may submit written questions as described in Section II, paragraph A. Responses to questions will be issued by addenda. A Pre-Submittal Conference will be held on date indicated in Attachment A of this RFP. The purpose of this conference will be to clarify the contents of this RFP and the Owner's expectations. Questions brought up at conference will be answered by written addendum. Bidders' requests for clarification and questions not answered at pre-submittal meeting must be submitted in writing no later than 10:00 A.M., May 23, 2013 and will be answered by addendum.

ATTACHMENT A

Apache County

NOTICE of REQUEST for Proposals

The Apache County Library District (the "Owner") is requesting separate bids for janitorial services for Alpine, Concho, Round Valley, Sanders, St. Johns and Vernon Public Libraries and the Library Administration Building. In order to be considered, a bid must be submitted in a sealed container, clearly labeled as described in the RFP. Sealed bids will be received until **9:00 A.M. LOCAL TIME, May 29, 2013, at the reception counter at the Apache County Library Administration Building, (next to the St. Johns Library Building) 30 South 2nd West, St. Johns, AZ 85936**. Bids shall be labeled with the time and date upon receipt by the Owner. Time of bid arrival will be recorded from the Owner's clock. Any bids, modifications or withdrawals received by the Owner after the time and date scheduled for bid opening shall be rejected, unless the bid, modification or withdrawal would have been timely received but for the action or inaction of Owner personnel and is received before contract award. Bids and modifications will be opened publicly at **9:30 A.M. local time, May 29, 2013**, at the Apache County Library Administration Building, St. Johns, AZ 85936 and the name of each firm or individual submitting a bid shall be recorded. The record shall be made available for public inspection.

A pre-submittal conference is scheduled for **May 21, 2013, at 10:00 A.M. local time** at the St. Johns Public Library conference room, in St. Johns, Arizona. Attendance by a bidder's representative is strongly encouraged, but is not mandatory. However, each Bidder will be responsible for conforming to all information distributed at the conference.

All information and bids submitted will be made available for public inspection following the award of a contract, except any portion of a bid that the firm or individual has requested, and the Owner concurs, shall remain confidential from and after the time of bid opening, unless otherwise required by law.

This is a Notice of a procurement process that may result in an award; however, it is not intended as and should not be construed as an offer to contract. The Owner reserves the right to cancel this request or reject any or all bids in whole or in part if it is advantageous to the County.

RFPs may be obtained at the Apache County Library Administration Building, 30 South 2nd West, St. Johns, AZ. RFPs may be requested by e-mail. In this case, RFPs will be sent as attachments using an automatic reply to the original e-mail inquiry. RFPs will not be faxed or mailed. Email requests to jpepple@co.apache.az.us

ATTACHMENT B

PROPOSED SCHEDULE OF EVENTS

Following is the sequence of major events and anticipated schedule for this RFP process. This schedule is subject to change at the discretion of Apache County Library District.

<u>PROPOSED ACTIVITY</u>	<u>DATE</u>
Issue RFP	May 10, 2013
Pre-submittal Conference	May 21, 2013
Due Date for RFP proposals	May 29, 2013
Contract Award	anticipated June 20, 2013
Contract begins	July 1, 2013

ATTACHMENT C
 QUOTE FOR JANITORIAL SERVICES

Name of facility for which you are submitting a quote			
ALPINE PUBLIC LIBRARY			
Your QUOTE expressed as a monthly rate →			\$
Work related reference			
Employer			
Supervisor			
Address			
City			
State		Zip	
Telephone Number			
Work related reference			
Employer			
Supervisor			
Address			
City			
State		Zip	
Telephone Number			
Your name, address and telephone numbers			
Last Name			
First Name			
Address			
City			
State		Zip	
Telephone Number			
Cell Phone Number			
Signature			
Date			

ATTACHMENT C
 QUOTE FOR JANITORIAL SERVICES

Name of facility for which you are submitting a quote			
CONCHO PUBLIC LIBRARY			
Your QUOTE expressed as a monthly rate →			\$
Work related reference			
Employer			
Supervisor			
Address			
City			
State		Zip	
Telephone Number			
Work related reference			
Employer			
Supervisor			
Address			
City			
State		Zip	
Telephone Number			
Your name, address and telephone numbers			
Last Name			
First Name			
Address			
City			
State		Zip	
Telephone Number			
Cell Phone Number			
Signature			
Date			

ATTACHMENT C
 QUOTE FOR JANITORIAL SERVICES

Name of facility for which you are submitting a quote			
LIBRARY ADMINISTRATION BUILDING			
Your QUOTE expressed as a monthly rate →			\$
Work related reference			
Employer			
Supervisor			
Address			
City		Zip	
State			
Telephone Number			
Work related reference			
Employer			
Supervisor			
Address			
City		Zip	
State			
Telephone Number			
Your name, address and telephone numbers			
Last Name			
First Name			
Address			
City		Zip	
State			
Telephone Number			
Cell Phone Number			
Signature			
Date			

ATTACHMENT C
QUOTE FOR JANITORIAL SERVICES

Name of facility for which you are submitting a quote			
ROUND VALLEY PUBLIC LIBRARY			
Your QUOTE expressed as a monthly rate →			\$
Work related reference			
Employer			
Supervisor			
Address			
City		Zip	
State			
Telephone Number			
Work related reference			
Employer			
Supervisor			
Address			
City		Zip	
State			
Telephone Number			
Your name, address and telephone numbers			
Last Name			
First Name			
Address			
City		Zip	
State			
Telephone Number			
Cell Phone Number			
Signature			
Date			

ATTACHMENT C
 QUOTE FOR JANITORIAL SERVICES

Name of facility for which you are submitting a quote			
SANDERS PUBLIC LIBRARY			
Your QUOTE expressed as a monthly rate →			\$
Work related reference			
Employer			
Supervisor			
Address			
City			
State		Zip	
Telephone Number			
Work related reference			
Employer			
Supervisor			
Address			
City			
State		Zip	
Telephone Number			
Your name, address and telephone numbers			
Last Name			
First Name			
Address			
City			
State		Zip	
Telephone Number			
Cell Phone Number			
Signature			
Date			

ATTACHMENT C
 QUOTE FOR JANITORIAL SERVICES

Name of facility for which you are submitting a quote			
ST. JOHNS PUBLIC LIBRARY			
Your QUOTE expressed as a monthly rate →			\$
Work related reference			
Employer			
Supervisor			
Address			
City			
State		Zip	
Telephone Number			
Work related reference			
Employer			
Supervisor			
Address			
City			
State		Zip	
Telephone Number			
Your name, address and telephone numbers			
Last Name			
First Name			
Address			
City			
State		Zip	
Telephone Number			
Cell Phone Number			
Signature			
Date			

ATTACHMENT C
QUOTE FOR JANITORIAL SERVICES

Name of facility for which you are submitting a quote			
VERNON PUBLIC LIBRARY			
Your QUOTE expressed as a monthly rate →			\$
Work related reference			
Employer			
Supervisor			
Address			
City			
State		Zip	
Telephone Number			
Work related reference			
Employer			
Supervisor			
Address			
City			
State		Zip	
Telephone Number			
Your name, address and telephone numbers			
Last Name			
First Name			
Address			
City			
State		Zip	
Telephone Number			
Cell Phone Number			
Signature			
Date			

ATTACHMENT D

JANITORIAL SERVICES

SCOPE OF WORK

TASK -- ALPINE PUBLIC LIBRARY

Exterior of building

sweep sidewalk and front entry

empty trash and cigarette butt container

Main and lobby entrances of library

clean glass doors and sidelight windows--both sides

Vacuum entire library

outside rug

lobby

community room

library proper including behind circulation desk

Clean and sanitize restrooms

vacuum and mop floors

clean toilets:

clean toilet bowls

clean toilet rims

clean toilet pedestals

clean toilet seats (top and bottom)

clean toilet tanks

clean walls of stalls

clean urinals and splash screens

disinfect:

toilet seats

toilet flush handles

toilet stall locks

coat hooks

grab bars in handicapped stalls

stainless steel trays in handicapped stalls

toilet paper dispensers

paper towel dispensers

hand soap dispensers

faucet handles

bathroom door handles--both sides

clean sinks and mirrors

replace soap, paper towels, toilet paper, and urinal cakes as needed

Clean and sanitize water fountains

Wipe down circulation and workroom countertops

Vacuum and mop linoleum in workroom

ATTACHMENT D
JANITORIAL SERVICES
SCOPE OF WORK

TASK -- ALPINE PUBLIC LIBRARY	
Break room	clean countertop and exterior of microwave and refrigerator (Library staff is responsible for cleaning interior of microwave, refrigerator, and all dishes.)
	clean sinks, faucet, soap and paper towel dispensers
	replace soap and paper towels as needed
Dust computer monitors and desks	
Clean computer chairs with lint roller	
Wipe off bottom "rungs" of computer chairs.	
Dust and clean	all library shelving
	all tables and chairs, including chair bases
Empty trash	empty all trash receptacles in library
	replace trash can liners
	take trash to dumpster
Identify and report repairs as needed	

ATTACHMENT D

JANITORIAL SERVICES

SCOPE OF WORK

TASK -- CONCHO PUBLIC LIBRARY
Exterior of building sweep sidewalk and front entry
Main and lobby entrances of library clean glass doors and sidelight windows--both sides
Vacuum entire library lobby library proper including behind circulation desk
Vacuum and mop linoleum in workroom and breakroom
Clean and sanitize restrooms vacuum and mop floors clean toilets: clean toilet bowls clean toilet rims clean toilet pedestals clean toilet seats (top and bottom) clean toilet tanks clean walls of stalls clean urinals and splash screens disinfect: toilet seats toilet flush handles toilet stall locks coat hooks grab bars in handicapped stalls stainless steel trays in handicapped stalls toilet paper dispensers paper towel dispensers hand soap dispensers faucet handles bathroom door handles--both sides clean sinks and mirrors replace soap, paper towels, toilet paper, and urinal cakes as needed
Clean and sanitize water fountains
Community room vacuum floor and cloth furniture clean countertop, sink, faucet, and soap dispenser replace soap as needed clean sidelight window next to room's door--both sides

ATTACHMENT D

JANITORIAL SERVICES

SCOPE OF WORK

TASK -- CONCHO PUBLIC LIBRARY

Wipe down

circulation counters and desks

computer countertops

workroom countertops

breakroom countertops

Break room

clean countertop and exterior of microwave and refrigerator
(Library staff is responsible for cleaning interior of microwave,
refrigerator, and all dishes.)

clean sinks, faucet, soap and paper towel dispensers

replace soap and paper towels as needed

Vacuum all cloth furniture

Dust and clean

all library shelving

all tables and chairs, including chair bases

Empty trash

empty all trash receptacles in library

replace trash can liners

take trash to outdoor trash container

Identify and report repairs as needed

ATTACHMENT D

JANITORIAL SERVICES SCOPE OF WORK

TASK -- LIBRARY DISTRICT OFFICE

Exterior of building

sweep sidewalk and front entry

Main entrance of library

clean glass doors and sidelight windows--both sides

Vacuum entire building

entry

hallway

offices

Vacuum all cloth furniture

Wipe down all furniture, including chair bases

Clean and sanitize restrooms

vacuum and mop floors

clean toilets:

clean toilet bowls

clean toilet rims

clean toilet pedestals

clean toilet seats (top and bottom)

clean toilet tanks

clean walls of stalls

clean urinal and splash screens

disinfect:

toilet seats

toilet flush handles

toilet stall locks

coat hooks

grab bars in handicapped stalls

stainless steel trays in handicapped stalls

toilet paper dispensers

paper towel dispensers

hand soap dispensers

faucet handles

bathroom door handles--both sides

clean sinks and mirrors

replace soap, paper towels, toilet paper, and urinal cakes as needed

Break room

clean countertop and exterior of microwave and refrigerator

(Library staff is responsible for cleaning interior of microwave, refrigerator, and all dishes.)

clean sinks, faucet, soap and paper towel dispensers

replace soap and paper towels as needed

ATTACHMENT D

JANITORIAL SERVICES

SCOPE OF WORK

TASK -- LIBRARY DISTRICT OFFICE
Training room
vacuum floor and cloth furniture
dust table, computers, monitors, and computer stations
clean task chairs, including chair bases
clean countertop, sink, faucet, soap and paper towel dispensers
replace soap and paper towels as needed
Workroom
vacuum floor and cloth furniture
clean task chairs, including chair bases
wipe down work tables and countertops
clean windows at reception--both sides
dust shelves
vacuum and mop tile at rear (delivery) entrance
Empty trash
empty all trash receptacles
replace trash can liners
gather and flatten cardboard
take trash to dumpster
Identify and report repairs as needed

ATTACHMENT D
JANITORIAL SERVICES
SCOPE OF WORK AND FREQUENCY

TASK -- ROUND VALLEY PUBLIC LIBRARY	FREQUENCY		
exterior of building	Monday		Thursday
sweep concrete front entry	Monday		Thursday
empty trash and cigarette butt container			
Main and lobby entrances:	Monday		Thursday
clean glass doors--both sides, each set	Monday		Thursday
clean sidelight windows--both sides, each set			
Vacuum:	Monday		Thursday
lobby	Monday		Thursday
library proper including behind circulation desk	Monday		Thursday
manager's office	Monday		Thursday
small conference rooms			
Clean and sanitize public and staff restrooms	Monday	Wednesday	Thursday
vacuum and mop floors			
clean toilets:	Monday	Wednesday	Thursday
clean toilet bowl	Monday	Wednesday	Thursday
clean toilet rim	Monday	Wednesday	Thursday
clean toilet pedestal	Monday	Wednesday	Thursday
clean toilet seat (top and bottom)	Monday	Wednesday	Thursday
clean toilet tank	Monday	Wednesday	Thursday
clean walls of toilet stalls	Monday	Wednesday	Thursday
clean urinals and splash screens (partitions)	Monday	Wednesday	Thursday

ATTACHMENT D
JANITORIAL SERVICES
SCOPE OF WORK AND FREQUENCY

TASK -- ROUND VALLEY PUBLIC LIBRARY	FREQUENCY			
Clean and sanitize public and staff restrooms--CONTINUED				
disinfect:				
toilet seats	Monday	Wednesday	Thursday	
toilet flush handles	Monday	Wednesday	Thursday	
toilet stall locks	Monday	Wednesday	Thursday	
toilet stall coat hooks	Monday	Wednesday	Thursday	
toilet stall grab bars in handicapped stalls	Monday	Wednesday	Thursday	
stainless steel trays in handicapped stalls	Monday	Wednesday	Thursday	
toilet paper dispenser	Monday	Wednesday	Thursday	
paper towel dispenser	Monday	Wednesday	Thursday	
hand soap dispenser	Monday	Wednesday	Thursday	
faucet handles	Monday	Wednesday	Thursday	
bathroom door handles--both sides	Monday	Wednesday	Thursday	
clean sinks and mirrors	Monday	Wednesday	Thursday	
replace soap, paper towels, toilet paper and urinal cakes as needed	as needed	as needed	as needed	
Clean and sanitize water fountains	Monday		Thursday	
Community room				
vacuum	Monday		Thursday	
clean countertops	Monday		Thursday	
clean sinks	Monday		Thursday	
clean faucets	Monday		Thursday	
clean soap and paper towel dispensers	Monday		Thursday	
replace soap and paper towels as needed	as needed	as needed	as needed	
clean narrow vertical windows in doors--both sides	Monday		Thursday	
Wipe down				
circulation counters and desks	Monday		Thursday	
computer desks and countertops	Monday		Thursday	
workroom countertops	Monday		Thursday	
breakroom countertops	Monday		Thursday	

ATTACHMENT D
JANITORIAL SERVICES
SCOPE OF WORK AND FREQUENCY

TASK -- ROUND VALLEY PUBLIC LIBRARY	FREQUENCY			
Break room clean countertop and exterior of microwave and refrigerator (Library staff is responsible for cleaning interior of microwave, refrigerator, and all dishes.)	Monday		Thursday	
clean sinks, faucet, soap and paper towel dispensers	Monday		Thursday	
replace soap and paper towels as needed	Monday		Thursday	
Dust and clean all wooden tables and chairs	Monday		Thursday	
all computer task chairs, including chair bases	Monday		Thursday	
Empty trash empty all trash receptacles in library	Monday	Wednesday	Thursday	
replace trash can liners	Monday	Wednesday	Thursday	
take trash to dumpster	Monday	Wednesday	Thursday	
Clean glass doors and partition windows--both sides manager's office	Monday			
small study rooms	Monday			
Vacuum and mop linoleum: workroom	Monday			
breakroom	Monday		Thursday	
Vacuum and mop linoleum in children's area			Thursday	
Vacuum all cloth furniture	as needed	as needed	as needed	
Identify and report repairs				once a month
Dust all library shelving				

ATTACHMENT D

JANITORIAL SERVICES

SCOPE OF WORK

TASK -- SANDERS PUBLIC LIBRARY
Exterior of building sweep front entry
Vacuum entire library
Vacuum and mop linoleum
Clean and sanitize restroom vacuum and mop floor
clean toilet:
clean toilet bowl
clean toilet rim
clean toilet pedestal
clean toilet seat (top and bottom)
clean toilet tank
disinfect:
toilet seat
toilet flush handle
toilet paper dispenser
paper towel dispenser
hand soap dispenser
faucet handles
bathroom door handles--both sides
clean sink and mirror
replace soap, paper towels and toilet paper as needed
Wipe down circulation counter
desks
computer desks and countertops
workroom countertops
Break room clean countertop and exterior of microwave and refrigerator (Library staff is responsible for cleaning interior of microwave, refrigerator, and all dishes.)
clean sinks, faucet, soap and paper towel dispensers
replace soap and paper towels as needed
Vacuum all cloth furniture
Dust and clean all library shelving
all tables and chairs
all computer task chairs, including chair bases
Empty trash replace trash can liners

ST. JOHNS PUBLIC LIBRARY
 JANITORIAL SERVICES
 SCOPE OF WORK AND FREQUENCY

TASK -- ST. JOHNS PUBLIC LIBRARY	FREQUENCY		
Exterior of building	Monday		Thursday
sweep concrete front entry	Monday		Thursday
empty trash and cigarette butt container			
Main and lobby entrances:	Monday		Thursday
clean glass doors--both sides, each set	Monday		Thursday
clean sidelight windows--both sides, each set			
Vacuum:	Monday		Thursday
lobby	Monday		Thursday
library proper including behind circulation desk	Monday		Thursday
manager's office	Monday		Thursday
small conference rooms	Monday		Thursday
Southwest Room	Monday		Thursday
Teen Room			
Clean and sanitize public and staff restrooms	Monday	Wednesday	Thursday
vacuum and mop floors			
clean toilets:	Monday	Wednesday	Thursday
clean toilet bowl	Monday	Wednesday	Thursday
clean toilet rim	Monday	Wednesday	Thursday
clean toilet pedestal	Monday	Wednesday	Thursday
clean toilet seat (top and bottom)	Monday	Wednesday	Thursday
clean toilet tank	Monday	Wednesday	Thursday
clean walls of toilet stalls	Monday	Wednesday	Thursday
clean urinals and splash screens (partitions)			

ST. JOHNS PUBLIC LIBRARY
 JANITORIAL SERVICES
 SCOPE OF WORK AND FREQUENCY

TASK -- ST. JOHNS PUBLIC LIBRARY	FREQUENCY		
Clean and sanitize public and staff restrooms--CONTINUED			
disinfect:			
toilet seats	Monday	Wednesday	Thursday
toilet flush handles	Monday	Wednesday	Thursday
toilet stall locks	Monday	Wednesday	Thursday
toilet stall coat hooks	Monday	Wednesday	Thursday
toilet stall grab bars in handicapped stalls	Monday	Wednesday	Thursday
stainless steel trays in handicapped stalls	Monday	Wednesday	Thursday
toilet paper dispenser	Monday	Wednesday	Thursday
paper towel dispenser	Monday	Wednesday	Thursday
hand soap dispenser	Monday	Wednesday	Thursday
faucet handles	Monday	Wednesday	Thursday
bathroom door handles--both sides	Monday	Wednesday	Thursday
clean sinks and mirrors	Monday	Wednesday	Thursday
replace soap, paper towels, toilet paper and urinal cakes as needed	as needed	as needed	as needed
Clean and sanitize water fountains	Monday		Thursday
Community room			
vacuum	Monday		Thursday
clean countertops	Monday		Thursday
clean sinks	Monday		Thursday
clean faucets	Monday		Thursday
clean soap and paper towel dispensers	Monday		Thursday
replace soap and paper towels as needed	as needed	as needed	as needed
clean narrow vertical windows in doors--both sides	Monday		Thursday
Wipe down			
circulation counters and desks	Monday		Thursday
computer desks and countertops	Monday		Thursday
workroom countertops	Monday		Thursday
breakroom countertops	Monday		Thursday

ST. JOHNS PUBLIC LIBRARY
 JANITORIAL SERVICES
 SCOPE OF WORK AND FREQUENCY

TASK -- ST. JOHNS PUBLIC LIBRARY	FREQUENCY		
break room	Monday		Thursday
clean countertop and exterior of microwave and refrigerator (Library staff is responsible for cleaning interior of microwave, refrigerator, and all dishes.)	Monday		Thursday
clean sinks, faucet, soap and paper towel dispensers	Monday		Thursday
replace soap and paper towels as needed			
Dust and clean	Monday		Thursday
all wooden tables and chairs	Monday		Thursday
all computer task chairs, including chair bases			
Empty trash	Monday	Wednesday	Thursday
empty all trash receptacles in library	Monday	Wednesday	Thursday
replace trash can liners	Monday	Wednesday	Thursday
take trash to dumpster			
Clean glass doors and partition windows--both sides	Monday		
manager's office	Monday		
small study rooms			
Vacuum and mop linoleum:	Monday		
workroom	Monday		
breakroom			
Clean partition windows--both sides			Thursday
Southwest Room			Thursday
Teen Room			Thursday
Vacuum and mop linoleum in children's area			Thursday
Vacuum all cloth furniture	as needed	as needed	as needed
Identify and report repairs			once a month
Dust all library shelving			

ATTACHMENT D

JANITORIAL SERVICES

SCOPE OF WORK

TASK -- VERNON PUBLIC LIBRARY
Exterior of building sweep sidewalk and front entry
Main entrance of library clean glass door--both sides
Vacuum entire library
lobby
hallway
library proper including behind circulation desk
community room
staff workroom
Vacuum and mop linoleum
Clean and sanitize restrooms
vacuum and mop floors
clean toilets:
clean toilet bowls
clean toilet rims
clean toilet pedestals
clean toilet seats (top and bottom)
clean toilet tanks
clean walls of stalls
clean urinal and splash screens
disinfect:
toilet seats
toilet flush handles
toilet stall locks
coat hooks
grab bars in handicapped stalls
stainless steel trays in handicapped stalls
toilet paper dispensers
paper towel dispensers
hand soap dispensers
faucet handles
bathroom door handles--both sides
clean sinks and mirrors
replace soap, paper towels, toilet paper, and urinal cakes as needed
Wipe down
circulation counters
desks
computer countertops
workroom countertops

ATTACHMENT D

JANITORIAL SERVICES

SCOPE OF WORK

TASK -- VERNON PUBLIC LIBRARY
Vacuum all cloth furniture
Break room
clean countertop and exterior of microwave and refrigerator
(Library staff is responsible for cleaning interior of microwave, refrigerator, and all dishes.)
clean sinks, faucet, soap and paper towel dispensers
replace soap and paper towels as needed
Dust and clean
all library shelving
all tables and chairs
all computer task chairs, including chair bases
Empty trash
empty all trash receptacles in library
replace trash can liners
take trash to outdoor Waste Management trash container
Identify and report repairs as needed
TASK -- VERNON OFFICES
Exterior of building
sweep sidewalk and front entry
Vacuum entry and hallways
Clean and sanitize public and staff restrooms
vacuum and mop floors
clean toilets:
clean toilet bowls
clean toilet rims
clean toilet pedestals
clean toilet seats (top and bottom)
clean toilet tanks
clean walls of stalls
clean urinal and splash screens
disinfect:
toilet seats
toilet flush handles
toilet stall locks
coat hooks
grab bars in handicapped stalls
stainless steel trays in handicapped stalls
toilet paper dispensers
paper towel dispensers

ATTACHMENT D

JANITORIAL SERVICES

SCOPE OF WORK

TASK -- VERNON OFFICES
bathroom door handles--both sides
clean sinks and mirrors
replace soap, paper towels, toilet paper, and urinal cakes as needed
Clean and sanitize water fountains.
Empty trash
empty all trash receptacles
replace trash can liners
take trash to outdoor Waste Management trash container
Identify and report repairs as needed



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Library District

Date: 04/18/2013 Signature: Judith M. Pepple

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

Request authorization to advertise Request for Proposals for janitorial services for Greer Memorial Library.

Date & Time Needed: May 7, 2013

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

Legal Review: All materials reviewed and approved by Joseph Young. See attached e-mail.

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

//Approved / /Disapproved / /Deleted / /Continued to: _____

Signature Clerk of Board

Judith Pepple

From: Joe Young [JYoung@apachelaw.net]
Sent: Monday, April 22, 2013 3:34 PM
To: Judith Pepple
Subject: RE: RFPs for janitorial services

I have reviewed the documents for this and for the Greer Memorial Library and they both comply with legal requirements.

From: Judith Pepple [jpepple@co.apache.az.us]
Sent: Monday, April 22, 2013 12:44 PM
To: Joe Young
Subject: FW: RFPs for janitorial services

Dear Joe,
Since I don't know whether you are required to sign and return agenda item forms, I have attached the completed agenda form to this e-mail for your convenience.

*Judith M. Pepple
Apache County Library District*

From: Judith Pepple
Sent: Friday, April 12, 2013 3:29 PM
To: 'Joe Young'
Subject: RFPs for janitorial services

Dear Joe,

Will you please review the documents for the RFPs for janitorial services for the Alpine, Concho, Round Valley, Sanders, St. Johns, and Vernon libraries and the Library Administration Building?

All submission forms are identical except for the name of the facility. Therefore, I am only sending one.

However, I am sending the individual scope of work for each facility.

If they meet with your approval I would like to present them to the Board at their meeting on May 7, 2013.

Apache County
REQUEST FOR PROPOSALS

Apache County
Requests proposals for

Janitorial Services for
Greer Memorial Library.

Responses will be received at the
Apache County Library Administration Building
Judith Pepple, Director
30 South 2nd West
St. Johns, AZ 85936

Refer to attachments A and B for all scheduled activities

Address all inquiries regarding this Request for Proposals
To

Judith M. Pepple, Director
Apache County Library District
30 South 2nd West
PO Box 2760
St. Johns, Arizona 85936-2760
jpepple@co.apache.az.us

This is a notice of a procurement process that may result in an award; however, it is not intended as and should not be construed as an offer to contract.

Table of Contents

For ease of use only this RFP is organized as follows:

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II	SUBMITTAL REQUIREMENTS..... 4
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I. SCOPE OF SERVICES

Apache County Library District (the "Owner") invites interested contractors to submit a written proposal for performing janitorial services in response to RFP described as:

Janitorial Services for the Greer Memorial Library.

To be eligible for consideration the contractor must:

1. **submit a quote, and**
2. **submit complete contact information for two work-related references.**

A. Project Description:

BASE BID: Clean facility according to stated frequency and tasks as listed on facility-specific scope of work task sheet. Cleaning products will be supplied by the Library District. Maintain a safe work environment. Adhere to MSDS (Material Safety Data Sheets) instructions for proper use of cleaning products. Schedule all work before or after normal library or office business hours. Coordinate all work and schedules in advance with Curtis Gillespie, Facilities and Maintenance Supervisor for the Apache County Library District. Bid to include all applicable taxes, insurance, and bonds as required.

B. Project Schedule Overview:

Award of contract is anticipated in June 2013.

Contract period is:

July 1, 2013 – September 30, 2013
and
May 1, 2014 – June 30, 2014

C. Contractor's Bond and Insurance Requirements:

All contractors submitting a proposal must be properly bonded and insured. The County requires \$500,000 liability insurance policy, \$100,000 bond and when there are two or more workers, the standard Arizona Worker's Compensation policy. Proof of insurance will be required before work starts. Contractor is to pay all taxes as required by state, federal, or local jurisdiction.

In addition a contractor submitting a proposal must be prepared to demonstrate to the Owner's satisfaction that the contractor is capable of meeting the owner's needs and protecting the County's interests. The Owner will, in the exercise of its discretion, be the sole judge in the determination of the suitability of the contractor for this project. The Owner's decision will be final.

II. SUBMITTAL REQUIREMENTS

A. Communications with the Owner:

All communications with the Owner regarding this RFP shall comply with the following guidelines: All communications shall be in writing. Address all communications to the address below:

Judith M. Pepple, Director
Apache County Library District
30 South 2nd West
PO Box 2760
St. Johns, Arizona 85936-2760
jpepple@co.apache.az.us

A pre-submittal conference will be held at the St. Johns Public Library. Contractors are urged to attend, and written addenda will be produced if necessary.

B. Delivery of submittals:

Proposals shall be delivered, in a sealed container, to the reception counter at the Apache County Library Administration Building, 30 South 2nd West, St. Johns, AZ 85936, on or before the hour and date indicated in Attachment A of this RFP.

PROPOSALS SHOULD BE CLEARLY MARKED AS FOLLOWS:

**Apache County Library District
Bid Documents
Janitorial RFP response
(Insert name of Bidder)
(Bidder's address and email address)
Date of bid and time**

Submittals received after the scheduled hour for receipt shall not be accepted and will remain unopened. Bidders are solely responsible for the delivery of their submittal to the above location by the time and date specified. Delivery services and "overnight mail" should not be relied upon to make timely deliveries. Telegraphic, telephonic, telecopied (facsimile), or electronic submittals or modifications of submittals will not be considered. Bid Documents will be opened on the date and time listed in attachment A of this RFP, and the names of the respondents will be read aloud. All information regarding the content of the specific submittals will remain confidential until an award is made, or all are rejected.

C. General Format of Submittals:

Submittals shall be printed or hand written on the form included with this RFP, titled "QUOTE FOR JANITORIAL SERVICES" (Attachment C) and delivered to location stated above, along with any additional information or qualifications the Bidder desires, in a sealed container.

D. Interpretation of RFP documents and pre-submittal conference:

Bidders who desire clarification of project may submit written questions as described in Section II, paragraph A. Responses to questions will be issued by addenda. A Pre-Submittal Conference will be held on date indicated in Attachment A of this RFP. The purpose of this conference will be to clarify the contents of this RFP and the Owner's expectations. Questions brought up at conference will be answered by written addendum. Bidders' requests for clarification and questions not answered at pre-submittal meeting must be submitted in writing no later than 10:00 A.M., May 23, 2013 and will be answered by addendum.

ATTACHMENT A

Apache County

NOTICE of REQUEST for Proposals

The Apache County Library District (the "Owner") is requesting bids for janitorial services for the Greer Memorial Library. In order to be considered, a bid must be submitted in a sealed container, clearly labeled as described in the RFP. Sealed bids will be received until **9:00 A.M. LOCAL TIME, May 29, 2013, at the reception counter at the Apache County Library Administration Building, (next to the St. Johns Library Building) 30 South 2nd West, St. Johns, AZ 85936.** Bids shall be labeled with the time and date upon receipt by the Owner. Time of bid arrival will be recorded from the Owner's clock. Any bids, modifications or withdrawals received by the Owner after the time and date scheduled for bid opening shall be rejected, unless the bid, modification or withdrawal would have been timely received but for the action or inaction of Owner personnel and is received before contract award. Bids and modifications will be opened publicly at **9:30 A.M. local time, May 29, 2013,** at the Apache County Library Administration Building, St. Johns, AZ 85936 and the name of each firm or individual submitting a bid shall be recorded. The record shall be made available for public inspection.

A pre-submittal conference is scheduled for **May 21, 2013, at 10:00 A.M. local time** at the St. Johns Public Library conference room, in St. Johns, Arizona. Attendance by a bidder's representative is strongly encouraged, but is not mandatory. However, each Bidder will be responsible for conforming to all information distributed at the conference.

All information and bids submitted will be made available for public inspection following the award of a contract, except any portion of a bid that the firm or individual has requested, and the Owner concurs, shall remain confidential from and after the time of bid opening, unless otherwise required by law.

This is a Notice of a procurement process that may result in an award; however, it is not intended as and should not be construed as an offer to contract. The Owner reserves the right to cancel this request or reject any or all bids in whole or in part if it is advantageous to the County.

RFPs may be obtained at the Apache County Library Administration Building, 30 South 2nd West, St. Johns, AZ. RFPs may be requested by e-mail. In this case, RFPs will be sent as attachments using an automatic reply to the original e-mail inquiry. RFPs will not be faxed or mailed. Email requests to jpepple@co.apache.az.us

ATTACHMENT B

PROPOSED SCHEDULE OF EVENTS

Following is the sequence of major events and anticipated schedule for this RFP process.
This schedule is subject to change at the discretion of Apache County Library District.

<u>PROPOSED ACTIVITY</u>	<u>DATE</u>
Issue RFP	May 10, 2013
Pre-submittal Conference	May 21, 2013
Due Date for RFP proposals	May 29, 2013
Contract Award	anticipated June 20, 2013
Contract begins	July 1, 2013

ATTACHMENT C
 QUOTE FOR JANITORIAL SERVICES

Name of facility for which you are submitting a quote			
GREER MEMORIAL LIBRARY			
Your QUOTE expressed as a monthly rate →			\$
Work related reference			
Employer			
Supervisor			
Address			
City			
State		Zip	
Telephone Number			
Work related reference			
Employer			
Supervisor			
Address			
City			
State		Zip	
Telephone Number			
Your name, address and telephone numbers			
Last Name			
First Name			
Address			
City			
State		Zip	
Telephone Number			
Cell Phone Number			
Signature			
Date			

ATTACHMENT D

JANITORIAL SERVICES

SCOPE OF WORK

TASK -- GREER MEMORIAL LIBRARY
Exterior of building sweep sidewalk and front entry
Library entrance Clean and disinfect door handles
Vacuum entire library library proper including behind circulation desk
Clean and sanitize restroom vacuum and mop floor
clean toilet:
clean toilet bowl
clean toilet rim
clean toilet pedestal
clean toilet seat (top and bottom)
clean toilet tank
disinfect:
toilet seat
toilet flush handle
grab bars
stainless steel trays in handicapped stalls
toilet paper dispenser
paper towel dispenser
hand soap dispenser
faucet handles
bathroom door handles--both sides
clean sink and mirror
replace soap, paper towels, and toilet paper as needed
Wipe down circulation and workroom countertops
Break room clean exterior of microwave and refrigerator (Library staff is responsible for cleaning interior of microwave, refrigerator, and all dishes.)
Dust computer monitors and desks
Clean computer chairs with lint roller
Wipe off bottom "rungs" of computer chairs.
Dust and clean all library shelving all tables and chairs, including chair bases

ATTACHMENT D

JANITORIAL SERVICES

SCOPE OF WORK

TASK -- GREER MEMORIAL LIBRARY
Empty trash
empty all trash receptacles in library
replace trash can liners
take trash to dumpster
Identify and report repairs as needed



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Library District

Date 04/29/2013 Signature: Judith M. Pepple

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

Request authorization for the Round Public Library to participate in the Springerville-Eagar Fourth of July Parade.

Date & Time Needed: May 7, 2013

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

Legal Review: See attached e-mail from Joseph Young.

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

//Approved / /Disapproved / /Deleted / /Continued to: _____

Signature Clerk of Board

Judith Pepple

From: Joe Young [JYoung@apachelaw.net]
Sent: Thursday, April 25, 2013 3:18 PM
To: Judith Pepple
Subject: RE: RVPL in 4th of July Parade

Any contract, including parade acceptance clause or instructions form, needs to go to the board. There is a potential liability issue, so I would request liability waivers. Other than that, it should be fine.

From: Judith Pepple [jpepple@co.apache.az.us]
Sent: Thursday, April 18, 2013 4:50 PM
To: Joe Young
Subject: RVPL in 4th of July Parade

Dear Joe,
Sorry for the pile up of requests...it's that time of year again.

The Round Valley Public Library staff would like to have a float in the 4th of July Parade in Round Valley. The details are in the attached application form and parade instructions. Dena Morgan would like to supply the vehicle, either her truck or a small school bus that her husband would drive. Staff would participate on a volunteer basis.

Will it be acceptable for them to participate? Are there any restrictions or limitation on their participation? May the library manager for Round Valley Public Library sign the Acceptance Clause and Parade Instructions form? Or am I required to take it to the Board of Supervisors for their approval?

As always, thanks for your help with our items.

Judith M. Pepple
Apache County Library District



<p>Thursday, July 4, 2013 - 10 A.M. Sponsored by: Springerville-Eagar Regional Chamber of Commerce and the Apache County Sheriff's Posse</p>	<p>No Entry Fee! <i>Application deadline Noon, July 1 2013</i> Line up starts at 8 A.M. 4th Street in Eagar Judging begins at 9 A.M.; Parade starts at 10 A.M.; Parade route ends at Gutierrez street in Springerville</p>
---	---

PARADE CATEGORIES (\$50 Cash 1st Prize each category) *

- (A) Best Equestrian
- (B) Best Entry by a Business
- (C) Best Entry by Individual and/or Community Group
- (D) Best Religious Entry

Best Theme Entry (Judge's Choice) \$100 Grand Prize*

Includes all categories

**You must be pre-registered with a staging number posted in vehicle front window in order to be eligible for judging.*

PARADE INSTRUCTIONS ATTACHED

It is the desire of the Parade Committee that all entries best reflect the traditions, culture, talents, and integrity of the surrounding communities. For this reason, the committee may deny any entry not appropriately representing these qualities.

Return entry form to Springerville-Eagar Regional Chamber of Commerce, 418 E. Main St. or mail to P.O. Box 31, Springerville, AZ 85938, or Fax 828-333-5690 www.sechamber.com

Entry Name: Round Valley Public Library
 Contact Name Janet "Jaime" Ball
 Mailing Address P.O. Box 1180
 City, State, Zip EAGAR, AZ 85925
 Phone: 333-4694 Cell: _____
 Email address: jball@co.apache.az.us
 I would like my entry to be judged (see judging procedure, attached)
 Description: Float

Acceptance Clause

I hereby enter the named entry at my own risk and subject to all parade rules. I further agree that if any damages be occasioned or loss or damages occur from any cause to the entry, horse, vehicle or other articles I may use or exhibit, I will make no claim therefore against the Apache Co. Sheriff's Posse, Springerville-Eagar Regional Chamber of Commerce, the Towns of Eagar or Springerville, or pursue any legal proceedings from personal injuries or property damage arising my any accident occasioned by any employee of mine.

Signature _____

Springerville-Eagar Regional Chamber of Commerce
Parade Instructions July 4, 2013

THOSE NOT PRE-REGISTERING MAY OR MAY NOT BE PERMITTED AT THE END OF THE PARADE.

- All entries must enter from the east side 4th St onto Main St. in Eagar
- All entries must stop at the Springerville-Eagar Chamber table located at the 3rd street intersection to verify entry. *Please bring your pre-registration package to check in table to aid in this process.*
- Your staging sign (8 1/2 X 11) that you received upon pre-registration must be then be posted in the vehicle front right (passenger) window or equivalent.
- All entries will line up on the east side of Main street in their assigned categories—see next sheet
- The middle lane of the East side will be left open to move entries from the registration table to the appropriate category
- Line up and registration begins at 7:00 am
- Judging of all in-place and registered entries will begin at 9:00. *To be eligible for cash prizes your entry must be in place by 9:00 am and you must pre-register.*
- No candy can be thrown from entry
- Candy may be distributed by entry walkers along the sides of the roadway
- Only the Fire department is allowed to spray water in the wet zone located on the west side of the street between Sonic restaurant and the Apache Country health building
- No fires, fireworks, sparklers, or other potential fire hazards will be allowed
- All children under 13 must be accompanied by an adult
- All children under 18 riding horses, ATVs, bicycles, or motorcycles must wear helmets
- All motorized vehicles must be registered and be driven by a licensed driver
- All vehicle passengers must be seated in actual seat – not piled on vehicle
- No hot rodding allowed (per law enforcement personnel – Springerville Police Dept., Eagar Police Dept., DPS)
- All entries need to be aware of other entries before and after their entry and slow up if gaps in parade become evident
- All entries must drive the entire parade route (except for emergency or breakdown of entry – police will assist in emergency or moving the broken entry off the parade route)
- All entries must exit the parade route by turning south on either Gutierrez St. or Hwy 180
- Entries will NOT be allowed to double back on Main Street at the end of the parade but must take back roads to their destination (per law enforcement personnel – Springerville Police Dept., DPS, and Eagar Police Dept.
- Moving vehicles should remain at or under 10 miles per hour
- Apache County Sheriff's Posse will lead the parade, walking entries will follow, and then horses, floats, and fire trucks will end the parade.

Entrant Signature

Tom White, Jr.
Chairman of the Board
Apache County Library District

Date

5.7.2013

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

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

BARRY WELER
VICE-CHAIR OF THE BOARD
DISTRICT III
P.O. Box 428, St. Johns, AZ 85936

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

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



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

March 26, 2013

Amy Nations
P.O. Box 2502
Chandler, AZ 85244-2502

Dear Ms. Nations:

Your Series 06 and Series 11 Liquor License Applications have been scheduled for the Board of Supervisors' meeting on Tuesday, May 7, 2013 at 8:30 a.m. The meeting will be held in the Supervisors' Meeting Room, County Annex Building, 75 West Cleveland, St. Johns, Arizona.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Beth Bond", written in a cursive style.

Beth Bond
Assistant Clerk of the Board

ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL

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

AFFIDAVIT OF POSTING

Date of Posting: 4/2/13 Date of Posting Removal: 4/22/13

Applicant Name: Nation's Army S
Last First Middle

Business Address: 1 Main Street Greer 85927
Street City Zip

License #: 11013008
Greer Peaks Series II Hotel/motel Lic License

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

ANDREW BEVAN JONES INSPECTOR 928 245 8249
Print Name of City/County Official Title Telephone #

[Signature] 4/22/13
Signature Date Signed

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

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

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

ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL

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

AFFIDAVIT OF POSTING

Date of Posting: 4/2/13 8:30 AM Date of Posting Removal: 4/22/13 3:00 PM

Applicant Name: Natrons Amy S
Last First Middle

Business Address: 1 Main Street Greer 85927
Street City Zip
Greer Peaks

License #: 06010023 Series 06 Bar Liq. License

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

ANDREW BEVAN TOMAS DURBIN INSPECTOR 928-245/8429
Print Name of City/County Official Title Telephone #

[Signature] 4/2/13
Signature Date Signed

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

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

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

Arizona Department of Liquor Licenses and Control
 800 West Washington, 5th Floor
 Phoenix, Arizona 85007
 www.azliquor.gov
 602-542-5141

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a: **SECTION 2** Type of ownership:

- MORE THAN ONE LICENSE
- INTERIM PERMIT *Complete Section 5*
- NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16*
- PERSON TRANSFER (Bars & Liquor Stores ONLY) *Complete Sections 2, 3, 4, 11, 13, 15, 16*
- LOCATION TRANSFER (Bars and Liquor Stores ONLY) *Complete Sections 2, 3, 4, 12, 13, 15, 16*
- PROBATE/WILL ASSIGNMENT/DIVORCE DECREE *Complete Sections 2, 3, 4, 9, 13, 16* (fee not required)
- GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16*
- J.T.W.R.O.S. *Complete Section 6*
- INDIVIDUAL *Complete Section 6*
- CORPORATION *Complete Section 7*
- LIMITED LIABILITY CO. *Complete Section 7*
- CLUB *Complete Section 8*
- GOVERNMENT *Complete Section 10*
- TRUST *Complete Section 6*
- OTHER (Explain) _____

NOT REDACTED
NOT FOR PUBLIC DISSEMINATION

SECTION 3 Type of license and fees LICENSE #(s): 06010023

1. Type of License(s): Series 06 Bar Liquor License
2. Total fees attached: \$ 200.00

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.
 The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. Nations Amy S.
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: GreerAZ.com LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: Greer Peaks
(Exactly as it appears on the exterior of premises)
4. Principal Street Location 1 Main Street Greer Apache 85927
(Do not use PO Box Number) City County Zip
5. Business Phone: 928-735-9977 Daytime Phone: 480-730-2675 Email: amynations@azlic.com
6. Is the business located within the incorporated limits of the above city or town? YES NO
7. Mailing Address: P.O. Box 2502 Chandler Arizona 85244-2502
City State Zip
8. Price paid for license only bar, beer and wine, or liquor store: Type 06 \$ 22,500.00 Type _____ \$ _____

DEPARTMENT USE ONLY

Fees: 200.00
 Application Interim Permit Site Inspection Finger Prints \$ 200.00
TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES NO

Accepted by: JB Date: 03-18-13 Lic. # 06010023

*13 APR 2013 11:31 AM EST

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. _____
4. Is the license currently in use? YES NO If no, how long has it been out of use? _____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,
(Print full name)
 MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

X _____ State of _____ County of _____
(Signature)
 The foregoing instrument was acknowledged before me this _____ day of _____, _____
 Day Month Year

My commission expires on: _____

(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) _____

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

) Y R A S S E C E N F I T

2. Is any person, other than the above, going to share in the profits/losses of the business? YES NO
 If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

Jim & Kay Zahn trustees ↓

Jim and Kay Zahn Irrevocable
Family Trust

100%



ASI Communications Inc.
Kay Zahn President
James Zahn Vice President
Member 100%



GreerAZ.com LLC

43 APR 18 09 AM '04 PM 4 01

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:

1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle
2. Assignee's Name: _____
Last First Middle
3. License Type: _____ License Number: _____ Date of Last Renewal: _____
4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 Government: (for cities, towns, or counties only)

1. Governmental Entity: _____
2. Person/designee: _____
Last First Middle Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

1. Current Licensee's Name: Sandahl Douglas Charles Entity: Agent
(Exactly as it appears on license) Last First Middle (Indv., Agent, etc.)
2. Corporation/L.L.C. Name: Greer Lodge Resorts LLC
(Exactly as it appears on license)
3. Current Business Name: Neon Moon At Greer Lodge Resort
(Exactly as it appears on license)
4. Physical Street Location of Business: Street 80 N Main Street
City, State, Zip Greer, Arizona 85927
5. License Type: Bar License Number: 06010023
6. If more than one license to be transferred: License Type: _____ License Number: _____
7. Current Mailing Address: Street 80 N Main Street
(Other than business) City, State, Zip Greer, Arizona 85927
8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
9. Does the applicant intend to operate the business while this application is pending? YES NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

10. I, Douglas Sandahl, hereby authorize the department to process this application to transfer the privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, Douglas Sandahl, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

[Signature]
(Signature of CURRENT LICENSEE)

State of ARIZONA County of APACHE
The foregoing instrument was acknowledged before me this
14 February 2013
Day Month Year
[Signature]
(Signature of NOTARY PUBLIC)

My commission expires on: 28 Sept 2016

Bill of Sale

IN CONSIDERATION OF THE SUM OF:

***** Twenty-Two Thousand Five Hundred Dollars And No Cents ***** lawful currency of the United States of America, and other valuable consideration, receipt of which is hereby acknowledged, the SELLER:

Greer Lodge Resorts, LLC, an Arizona Limited Liability Company

hereby grants, bargains, sells and transfers unto the BUYER:

GreerAZ.com, LLC, an Arizona Limited Liability Company

and his, her or their heirs, personal representatives, or assigns, to have and to hold forever, the following described personal property, goods or chattels:

That certain State of Arizona Liquor License #06010023

FURTHERMORE, Seller warrants that he, she or they are the lawful owner of said goods and hereby certifies, under oath, that he, she or they have good right to sell the same as aforesaid, and that the above described property is free and clear of all claims, liens and other encumbrances whatsoever, EXCEPT, as specified herein. Seller further agrees to warrant and defend same against the lawful claims and demands of all persons whomsoever.

DATED: February 13, 2013


Greer Lodge Resorts, LLC, an Arizona Limited Liability Company



Douglas C. Sandahl, Member

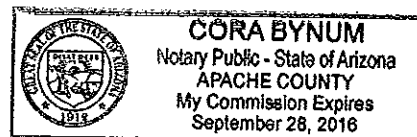
State of ARIZONA }ss:
County of APACHE

On February 14, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Douglas C. Sandahl, Member personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.



Cora Bynum
Notary Public

Escrow No.: 00132412



13 FEB 13 11:41 AM 4 01

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES
AND CONTROL
ALCOHOLIC BEVERAGE LICENSE

License 06010023

Issue Date: 3/29/2007

Expiration Date: 5/31/2013

Issued To:
DOUGLAS CHARLES SANDAHL, Agent
GREER LODGE RESORTS LLC, Owner

Bar

Mailing Address:

Location:
NEON MOON AT GREER LODGE RESORT
80 N MAIN ST
GREER, AZ 85927

DOUGLAS CHARLES SANDAHL
GREER LODGE RESORTS LLC
NEON MOON AT GREER LODGE RESORT
21 ACR 1031
GREER, AZ 85927

EXP 5/31/2013



POST THIS LICENSE IN A CONSPICUOUS PLACE

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)
APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

1. Current Business: Name Neon Moon at Greer Lodge Resort
 (Exactly as it appears on license) Address 80 N. Main Street Greer, Arizona 85927
2. New Business: Name Greer Peaks
 (Physical Street Location) Address 1 Main Street Greer, Arizona 85927
3. License Type: Series 06 License Number: 06010023
4. If more than one license to be transferred: License Type: _____ License Number: _____
5. What date do you plan to move? 02/14/13 What date do you plan to open? March 2013

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

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

- a) Restaurant license (§ 4-205.02) c) Government license (§ 4-205.03)
 b) Hotel/motel license (§ 4-205.01) d) Fenced playing area of a golf course (§ 4-207 (B)(5))

*13 APR 18 10:11 AM '13

1. Distance to nearest school: 13 miles ft. Name of school Round Valley Intermediate School
 Address 126 W. 2nd Street Eager, Arizona 85925
 City, State, Zip
2. Distance to nearest church: 11 miles ft. Name of church Church of Jesus Christ of LDS
 Address 576 W. School Bus Road Springerville, Arizona 85925
 City, State, Zip
3. I am the: Lessee Sublessee Owner Purchaser (of premises)
4. If the premises is leased give lessors: Name Lemmermann Greer Peaks, LLC
 Address 19051 S. Arizona Avenue Chandler, Arizona 85286
 City, State, Zip
- 4a. Monthly rental/lease rate \$ 8000.00 What is the remaining length of the lease 30 yrs. 0 mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ _____ or other Termination of Lease
 (give details - attach additional sheet if necessary)
5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 0
 Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 13 - continued

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
 YES NO If yes, attach explanation.
8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? YES NO
9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:

License # 11013003 (exactly as it appears on license) Name Anita Ann Poyas

SECTION 14 Restaurant or hotel/motel license applicants:

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? YES NO
 If yes, give the name of licensee, Agent or a company name:
 _____ and license #: _____
Last First Middle
2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this hotel/motel restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

applicant's signature

As stated in A.R.S. § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check ALL boxes that apply to your business:
 Entrances/Exits Liquor storage areas Patio: Contiguous
 Service windows Drive-in windows Non Contiguous
2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
 If yes, what is your estimated opening date? _____
month/day/year
3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.

13 MAR 19 10:41 AM 1025

SECTION 15 Diagram of Premises

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

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

SEE ATTACHED

13 MAR 18 11:47 AM 2013

SECTION 16 Signature Block

I, Amy S. Nations, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X *Amy S. Nations*
(signature of applicant listed in Section 4, Question 1)

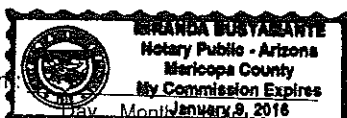
State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

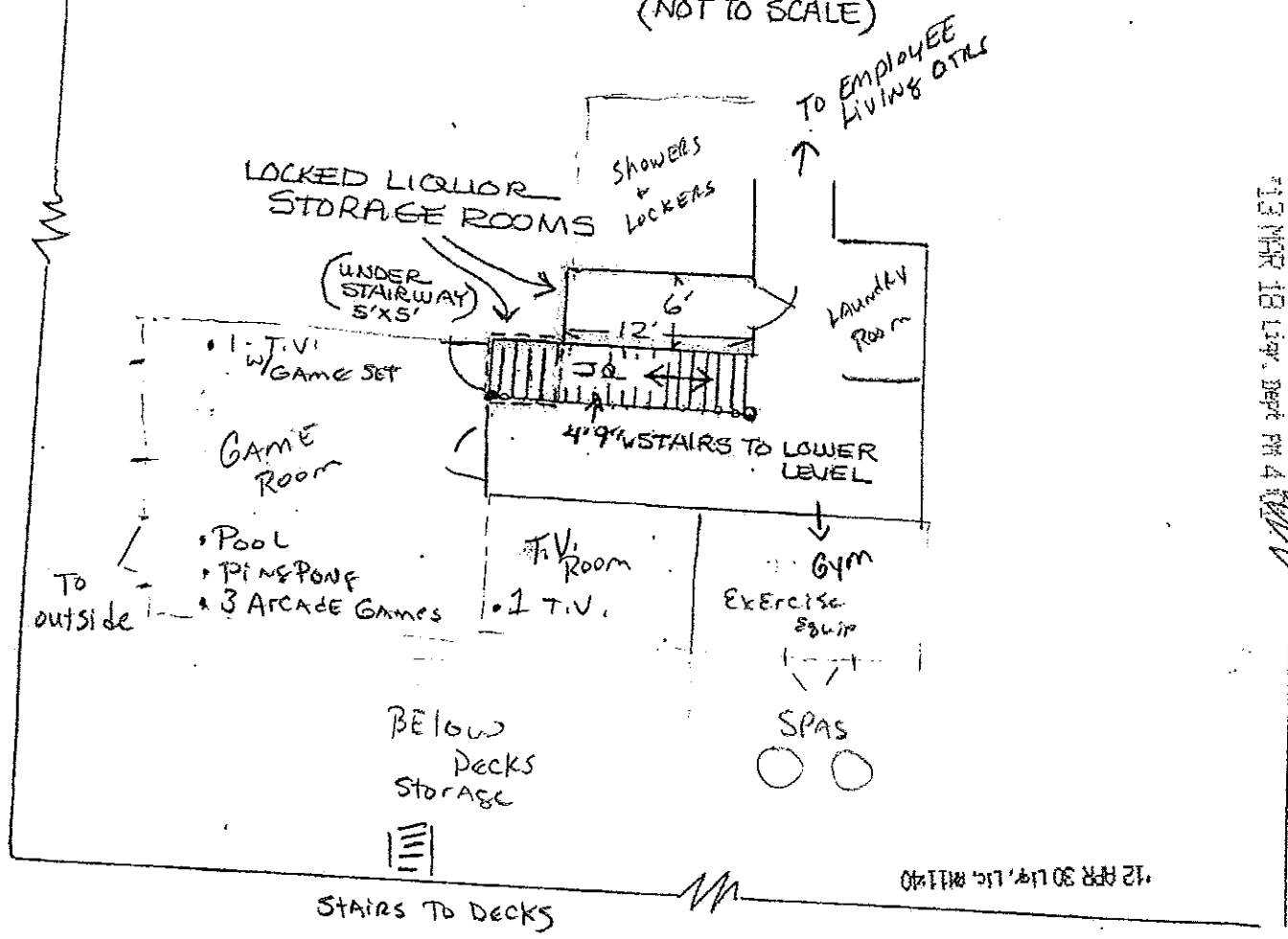
13th of March, 2013
Day Month Year

Maria BTH

My commission expires on:



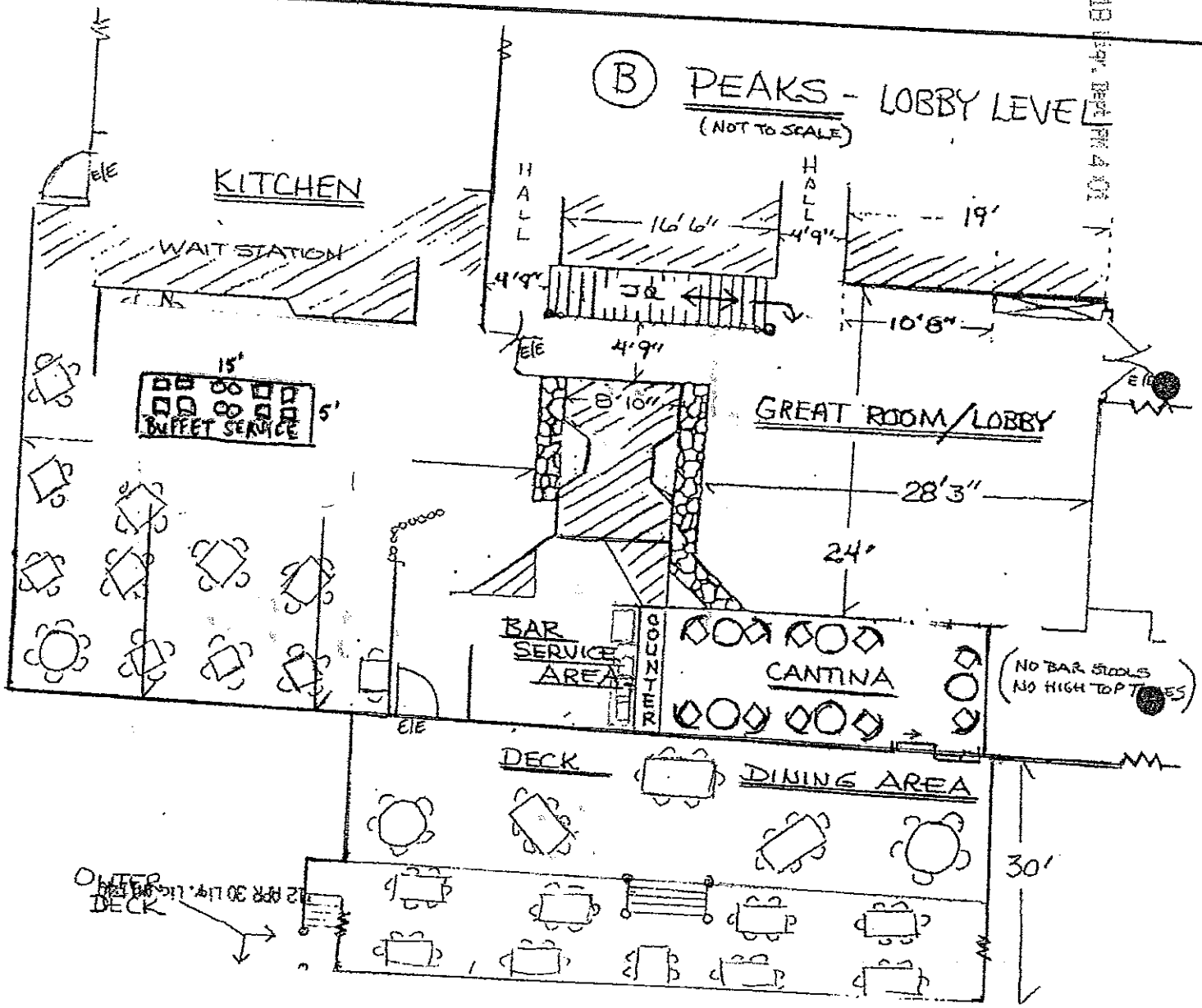
© PEAKS - LOWER LEVEL
(NOT TO SCALE)



13 APR 18 14, Dept PM 4

13 APR 19 11:49 AM PM 4:01

(B) PEAKS - LOBBY LEVEL (NOT TO SCALE)



(B) THE ROAD
 FISHING AREAS
 @ SIDES of ROAD
 PROPERTY BELONGS
 TO THE GREER PEAKS

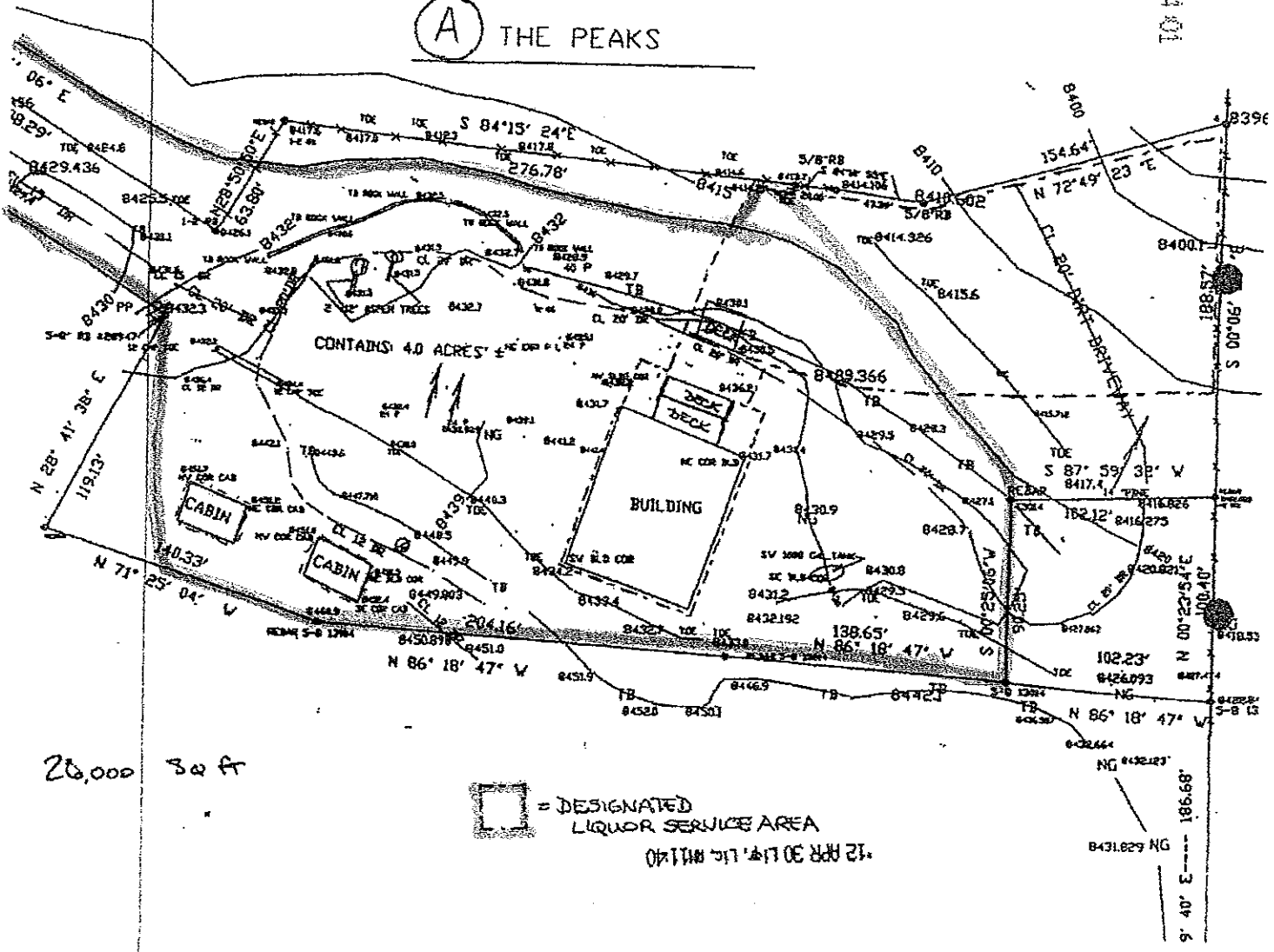
MAIN ST

N ↑

13 PER 18 1/4" Dept PM 4 01

(A) THE PEAKS

TO (B)



CONTAINS 4.0 ACRES ±

□ = DESIGNATED
 LIQUOR SERVICE AREA
 12 PER 30 LIT. 11.41

26,000 sq ft

AZ CORPORATION COMMISSION
FILED

NOV 28 2012

FILE NO. L1805513-7

AZ Corp. Commission

04061356

**ARTICLES OF ORGANIZATION
OF GreerAZ.com LLC**

(An Arizona Limited Liability Company)

Pursuant to A.R.S. § 29-632 the undersigned states as follows:

I. **NAME.** The name of the limited liability company is:

GreerAZ.com LLC

II. **KNOWN PLACE OF BUSINESS.** The address of the company's place of business in Arizona is:

1042 E. Guadalupe Rd.
Tempe, AZ 85283

Located in the county of Maricopa

III. **STATUTORY AGENT.** The name and street address of the statutory agent of the company is:

Howard Case
2852 E. Fruitvale Ave.
Gilbert, AZ 85297

IV. **DISSOLUTION.** The latest date, if any, on which the limited liability company must dissolve is:

December 31, 2070.

V. **MANAGEMENT.**

Management of the limited liability company is reserved to the members. The names and addresses of each person who is a member and/or the names and address of each entity which is a member are:

13 APR 18 11:41 AM '12

ke2

ASI Communications, Inc.
1042 E. Guadalupe Rd.
Tempe, AZ 85283

EXECUTED this 24th day of October, 2012.

By ASI Communications, Inc.

By *Kay C. Zehn* 10/24/12
Kay C. Zehn, its President Date

13 HR 18 Upr. Dept. PR 4 01

ACCEPTANCE OF APPOINTMENT BY STATUTORY AGENT:

I, Howard Case, having been designated to act as Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statutes.

Howard J. Case
Howard Case
Statutory Agent

KCZ

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934

(602) 542-5141

QUESTIONNAIRE

P1041597 JB

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting for any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD AVAILABLE AT THIS OFFICE. FINGERPRINTS ON FBI-APPROVED CARDS ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES, OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT CHARGES A \$13 FEE. In addition to other fingerprint fees, a \$22 DPS background check fee will be charged for each fingerprint card.

The fees allowed by A.R.S. 5-44-6852 will be charged for all dishonored checks.

Liquor License #

06010023

(If the location is currently licensed)

1. Check appropriate box → Controlling Person (Complete Questions 1-19) Agent (Complete Questions 1-19) Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete #21 for a Manager

2. Name: Nations Amy S. Date of Birth: 08 / 24 / 1969
Last First Middle (NOT a Public Record)

3. Social Security Number: 601-12-7459 Drivers License #: D02131362 State: Arizona
(NOT a public record) (NOT a public record)

4. Place of Birth: Morenci Arizona USA Height: 5'7 Weight: 165 Eyes: HZL Hair: BRN
City State Country (not county)

5. Marital Status Single Married Divorced Widowed

6. Name of Current or Most Recent Spouse: _____ Date of Birth: ____/____/____
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 08/24/1969

8. Telephone number to contact you during business hours for any questions regarding this document. 480-730-2675

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: Greer Peaks Premises Phone: 928-735-9977

11. Physical Location of Licensed Premises Address: 1 Main Street Greer Apache 85927
Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
05/99	CURRENT	VP ALIC Enterprises	1811 S. Alma School Rd. Suite 268 Mesa, AZ 85210

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address (If rented, attach additional sheet with name, address and phone number of landlord)	City	State	Zip
05/07	CURRENT	OWN	21833 S. 140th Street	Chandler	AZ	85286

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, how many hrs/day? _____, and answer #14a below. If NO, skip to #15. YES NO
14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof) If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO

15. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years? In addition, please include all traffic tickets and complaints within the last ten (10) years that resulted in a warrant for arrest AND any traffic tickets and complaints that are alcohol or drug-related. YES NO

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? Include only criminal traffic tickets and complaints. YES NO

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO

19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

13 MAR 18 13:49:39 PM 402

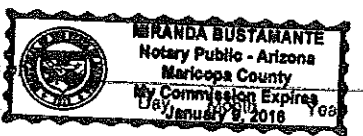
20. I, Amy S. Nations, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X *Amy Nations*
(Signature of Applicant)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 13th day of March, 2013
Month Year

Miranda Bustamante
(Signature of NOTARY PUBLIC)



COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

State of _____ County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____
Month Year

X _____
Signature of Controlling Person or Agent (circle one)

(Signature of NOTARY PUBLIC)

Print Name _____

My commission expires on: _____
Day Month Year

Question 16 & 17

I work for Arizona Liquor Industry Consultants. Because of the number of licenses we work with it is possible that one of them may have a pending action of some kind.

Question 19

I am currently or have been the agent on the following liquor licenses:

- Roaring Fork 12075190 4800 N. Scottsdale Rd. Suite 1700 Scottsdale, Arizona 85257
- Shady Grove Bar & Grill 06070160 1001 E. 8th Street Tempe, Arizona 85281
- Little Guy Distributing 04073074 146 S. Country Club Dr. Mesa, Arizona 85210
- Claim Jumper 12075270 7000 E. Shea Blvd. #000K Scottsdale, Arizona 85254
- Fleming's Steakhouse 12075292 20753 N. Pima Rd Bldg. R Scottsdale, Arizona 85255
- Carrabba's Italian Grill 12075300 5646 W. Bell Rd. Glendale, Arizona 85308
- Carrabba's Italian Grill 12075301 1060 N. 54th St. Chandler, Arizona 85226
- Carrabba's Italian Grill 12075302 1740 S. Clearview Dr. Mesa, Arizona 85208
- Carrabba's Italian Grill 12075310 17007 N. Scottsdale Rd. Scottsdale, Arizona 85255
- Super Station Car Wash 10073705 7700 S. Autoplex Loop Tempe, Arizona 85284
- Super Station Car Wash 10073704 616 W. Baseline Rd. Tempe, Arizona 85283
- Super Station Car Wash 10073283 1560 S. Gilbert Rd. Mesa, Arizona 85204
- Library Bar & Grill 06070302 501 S. Mill Ave. #101 Tempe, Arizona 85281
- Roy's Desert Ridge 12075313 5350 E. Marriott Dr. Phoenix, Arizona 85054
- Kaddy Korner 12075335 2801 N. Central Ave. Phoenix, Arizona 85004
- McGrath's Fish House 12075338 1610 S. Stapley Dr. Mesa, Arizona 85204
- Chevron 10074460 7730 W. Indian School Rd. Phoenix, Arizona 85033
- Sinbad Restaurant 12075344 5004 S. Price Rd. Tempe, Arizona 85282
- Los Gringos Loco 12113069 208 S. Phelps Dr. Apache Junction, Arizona 85220
- Native New Yorker 12075366 10220 W. McDowell #160 Avondale, Arizona 85323
- Roy's 12075371 7001 N. Scottsdale Rd. #147 Scottsdale, Arizona 85253
- Deemo's 12075169 2501 E. Camelback Rd. #30 Phoenix, Arizona 85016
- Best Western 11103039 7060 S. Tucson Blvd. Tucson, Arizona 85706
- Piñata Nueva 12075382 14850 N. FLW Blvd. #109 Scottsdale, Arizona 85260
- Panda Garden 12075456 4730 E. Warner Rd. #14 Phoenix, Arizona 85044
- Austin's Grill 12075440 1339 E. Chandler Blvd. #101 Phoenix, Arizona 85048
- Carrabba's 12075734 9920 W. McDowell Avondale, Arizona 85323
- Little Guy Distributing 5456 E. McDowell Rd. Ste. #123 Mesa, Arizona 85215
- Texaco 10074463 6806 E. Brown Rd. Mesa, Arizona 85207
- Texaco 10074412 2005 W. Broadway Rd. Mesa, Arizona 85202
- Texaco 10074411 1953 E. Southern Ave. Mesa, Arizona 85204
- Texaco 10074391 5402 W. Indian School Phoenix, Arizona 85031
- Texaco 10074390 8316 W. Indian School Phoenix, Arizona 85037
- Texaco 10074389 6701 W. Indian School Phoenix, Arizona 85033
- Texaco 10074316 1166 N. Higley Rd. Mesa, Arizona 85205

*13 APR 19 11:01 AM '02

Texaco	10074240	9202 E. Apache Mesa, Arizona 85207
Texaco	10113069	1621 W. Apache Trail Apache Junction, Arizona 85220
Shell	10074298	10989 E. Dynamite #101 Scottsdale, Arizona 85255
Texaco	10103304	3755 W. Cortaro Farms Rd. Tucson, Arizona 85742
Texaco	10103301	2770 W. Valencia Rd. Tucson, Arizona 85746
Paul Lee's	12075802	1368 N. Cooper Rd. Gilbert, Arizona 85233
Lucky Lou's	12075669	1929 N. Power Rd. #107,105 Mesa, Arizona 85205
Fleming's	12105292	6360 N. Campbell Ave. Tucson, Arizona 85718
Claim Jumper	12103633	3761 E. Broadway Blvd. Tucson, Arizona 85716
Claim Jumper	12076027	1530 W. Baseline Rd. Tempe, Arizona 85283
Claim Jumper	12076028	7000 E. Shea Blvd. #000K Scottsdale, Arizona 85254
Claim Jumper	12076026	3063 W. Agua Fria Hwy. Phoenix, Arizona 85027
Pia's European	12076039	99 Easy Street Carefree, Arizona 85377
Paul Lee's	12076064	10040 W. McDowell Rd. Avondale, Arizona 85232
Carrabba's Italian	12076130	14043 W. Bell Rd. Surprise, Arizona 85374
Ck's Tavern	06070439	4142 E. Chandler Blvd. #105 Phoenix, Arizona 85044
Wingstop	12076189	5833 W. Thunderbird Rd. Glendale, Arizona 85306
Wingstop	12076209	1641 W. Bethany Home Rd. Phoenix, Arizona 85015
Gandolofo's	12076286	120 S. Alma School Rd. #C-104 Mesa, Arizona 85210
Carrabba's	12103726	7635 N. Oracle Rd. Oro Valley, Arizona 85737
McGrath's Fish House	12076338	7000 E. Mayo Blvd Bldg #5 Phoenix, Arizona 85054
Gandolfo's Deli	12076378	4980 W. Ray Rd. Suite 10 Chandler, Arizona 85226
McGrath's Fish House	12076468	1800 N. Litchfield Rd. Goodyear, Arizona 85338
Caroline's Grotto	12076489	16872 E. Ave. of the Fountains Fountain Hills, AZ. 85268
Shell Mart	10075129	8316 W. Indian School Rd. Phoenix, Arizona 85037
Roy's	12076517	7151 W. Ray Rd. Chandler, Arizona 85226
Wingstop	12076532	7910 N. 43 rd Ave Suite 6 Glendale, Arizona 85310
Native New Yorker	12076607	5020 W. Baseline Rd. Ste 123 Phoenix, Arizona 85339
Native New Yorker	12076606	9030 E. Via Linda #1 & 2 Scottsdale, Arizona 85258
Library Bar & Grill	06070302	501 S. Mill #1 Tempe, Arizona 85281
Wingstop	12076680	5905 W. Chandler Blvd. Suite 1 Chandler, Arizona 85226
Carrabba's	12076681	2885 S. Alma School Road Chandler, Arizona 85226
Carrabba's	12103748	7575 E. Broadway Road Tucson, Arizona 85710
Shell Mart	10075265	8316 W. Indian School Rd. Phoenix, Arizona 85037
Claim Jumper	12076768	10125 W. McDowell Road Avondale, Arizona 85323
Bonefish	12076909	6538 E. Superstition Springs Blvd. Mesa, AZ. 85206
Native New Yorker	12077033	1947 S. Signal Butte Rd. #A Mesa, Arizona 85209
Native New Yorker	12077034	14051 W. Grand Ave. Surprise, Arizona 85374
Native New Yorker	12077187	7273 N. 95 th Avenue Glendale, Arizona 85305
Tortilla Factory	12074971	6910 E. Main St. Scottsdale, Arizona 85251
Piñatas	12077165	20343 N. Hayden Rd. #120 Scottsdale, AZ 85255
Piñata Nueva	12075382	14850 N. Frank Lloyd Wright Scottsdale, AZ 85260
Z'Tejas	12077083	7014 E. Camelback Rd. Scottsdale, AZ 85251
Z'Tejas	12077081	7221 W. Ray Rd. Chandler, AZ 85226
Z'Tejas	12074328	20 W. 6 th Street Tempe, AZ 85281
Z'Tejas	12073424	10625 N. Tatum Blvd. Phoenix, AZ 85028

13 MAR 18 11:49:34 AM '02

Mama Maria 12076928 118 E. McKellips #105 Mesa, AZ 85201
Hilton Phoenix/Chandler 11073175 2929 W. Frye Rd. Chandler, AZ 85224
Oakville Grocery 07070135 15015 N. Scottsdale Rd. Ste D1-101 Scottsdale, AZ 85260
Vatra Grillhouse 12078211 3433 N. 56th Street Phoenix, Arizona 85018
Loco Patron 12078114 1327 E. Chandler Blvd. #108 Phoenix, Arizona 85045
Oakville Grocery 07070697 50 W. Jefferson St. Suite 100 Phoenix, AZ 85003
Oakville Grocery 10076134 50 W. Jefferson St. Suite 100 Phoenix, Arizona 85003
Crave Café & Lounge 12076774 505 S. Mill Ave Tempe, Arizona 85281
Garlic & Shots 12078939 909 E. Elliot Rd. Tempe, Arizona 85284
Dottie's True Blue 07070203 4151 N. Marshall Wy Scottsdale, AZ 85251
Downside Risk 12079027 8989 N. Scottsdale Rd. Ste. 608 Scottsdale, AZ 85253
Caballero Grill 12078955 1800 N. Litchfield Rd. Goodyear, Arizona 85395
TQLA 12079126 1840 S. Val Vista Drive Mesa, Arizona 85204
Bar Louie 12079293 2000 E. Rio Salado Pkwy #1220 Tempe, AZ 85281
Salty Sow 12079350 4801 E. Cactus Rd. Phoenix, Arizona 85254
Roy's Pending 5350 E. Marriott Drive Phoenix, Arizona 85054
Roy's Pending 7151 W. Ray Road Chandler, Arizona 85226

Thank you,


Amy S. Nations

13 MAR 18 09:39:39 PM 4:02

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934

(602) 542-5141

QUESTIONNAIRE

P1068946 JB

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD AVAILABLE AT THIS OFFICE. FINGERPRINTS ON FBI-APPROVED CARDS ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES, OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT CHARGES A \$13 FEE.

In addition to other fingerprint fees, a \$22 DPS background check fee will be charged for each fingerprint card.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License #

06010023

(If the location is currently licensed)

1. Check appropriate box →

<input checked="" type="checkbox"/> Controlling Person (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager	<input type="checkbox"/> Agent (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21	<input type="checkbox"/> Manager (Only)
--	--	---

2. Name: ZAHN KAY CAROL Date of Birth: 9/2/1958
Last First Middle (NOT a Public Record)

3. Social Security Number: 481-82-5530 Drivers License #: D04100530 State: AZ
(NOT a public record) (NOT a public record)

4. Place of Birth: Belmond IOWA US Height: 5'7" Weight: 140 Eyes: GR Hair: BR
City State Country (not county)

5. Marital Status Single Married Divorced Widowed

6. Name of Current or Most Recent Spouse: ZAHN James R Date of Birth: 5/10/1955
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? ARIZONA If Arizona, date of residency: 1982

8. Telephone number to contact you during business hours for any questions regarding this document. 480-752-7120

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: The Greer Peaks Premises Phone: 928-735-9977

11. Physical Location of Licensed Premises Address: #1 Main St Greer Apache 85927
Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
1/1986	CURRENT	President/CEO	ASI Communications, Inc 1042 E Guadalupe, Rd Tempe, AZ 85283

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address (If rented, attach additional sheet with name, address and phone number of landlord)	City	State	Zip
1/1996	CURRENT	OWN	1023 E BUENA VISTA DR	Tempe	AZ	85284

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, how many hrs/day? 8 and answer #14a below. YES NO
14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on
an existing license. YES NO

15. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance,
regardless of the disposition, even if dismissed or expunged, within the past ten (10) years?
In addition, please include all traffic tickets and complaints within the last ten (10) years that resulted in
a warrant for arrest AND any traffic tickets and complaints that are alcohol or drug-related. YES NO

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments
or summonses PENDING against you or ANY entity in which you are now involved? Include only criminal
traffic tickets and complaints. YES NO

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager
EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended
or fined in this or any other state? YES NO

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or
misrepresentation? YES NO

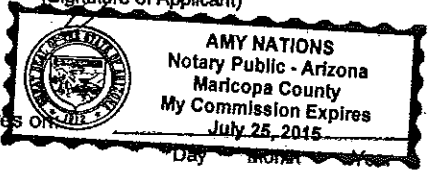
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member,
director or manager on any other liquor license in this or any other state? YES NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

13 MAR 18 11:49 AM Dept #

20. I, KAY CAROL ZAHW, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filling this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X Kay Zahw
(Signature of Applicant)



State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
7th day of March, 2013
Month Year
Amy Nations
(Signature of NOTARY PUBLIC)

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT
APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license.
The manager named must be at least 21 years of age.

X _____
Signature of Controlling Person or Agent (circle one)
State of _____ County of _____
The foregoing instrument was acknowledged before me this
_____ day of _____, _____
Month Year

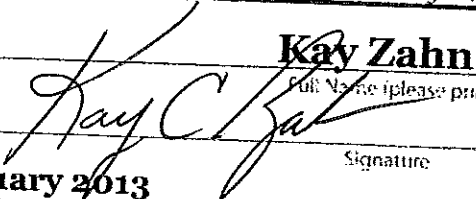
Print Name (Signature of NOTARY PUBLIC)

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

CERTIFICATE OF TITLE 4 TRAINING COMPLETION

Do Not Duplicate This Form

Certificates must be completed by a state-approved training course provider, in black ink, on an original form.

Kay Zahn
Full Name (please print)

Signature

7 February 2013
Training Completion Date

February 6, 2018
Certificate Expiration Date

(MANAGEMENT - 5 years from completion date)
(BASIC - 3 years from completion date)

Type of Training Completed (check Yes or No)

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	BASIC	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	ON SALE
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	MANAGEMENT	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	OFF SALE
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	BOTH	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	OTHER

If Trainee Is Employed By A Licensee

Name of Licensee _____ Business Name _____ Liquor License # _____

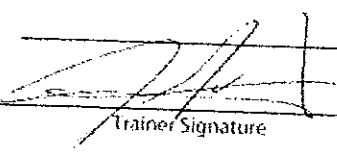
Alcohol Training Program Provider Information
Arizona Alcohol Traffic & Firearms

Company or Individual Name (please print)
P.O. Box 6252
Address
Chandler, AZ 85246
City State Zip

(480) 664-0389
Daytime Contact Phone #

13 MAR 2013 11:47 AM Dept PW 4 002

I certify the above named individual has successfully completed the training specified above in accordance with Arizona Revised Statute, Arizona Administrative Code, and the training course curriculum approved by the Department of Liquor Licenses and Control:


Trainer Signature
Jared Repinski
Name of Trainer (please print)

7 February 2013
Date

Pursuant to A.R.S. § 4-112(G)(2), mandatory Title 4 liquor law training is required prior to the issuance of all new liquor license applications submitted after November 1, 1997.

The person(s) required to attend both the BASIC and MANAGEMENT Title 4 liquor law training, on- or off-sale, will include all of the following:
Owner(s)
Licensee/agent or manager(s) actively involved in daily business operation

A valid (not expired) Certificate of Title 4 Training Completion must be submitted to the Department of Liquor Licenses and Control before a liquor license application is considered complete.

Before acceptance of a manager's questionnaire and/or agent change for an existing liquor license, proof of attendance for the BASIC and MANAGEMENT Title 4 liquor law training (on- or off-sale) is required.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934

(602) 542-5141

QUESTIONNAIRE

P1068948 JB

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting for any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD AVAILABLE AT THIS OFFICE. FINGERPRINTS ON FBI-APPROVED CARDS ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES, OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT CHARGES A \$13 FEE.

In addition to other fingerprint fees, a \$22 DPS background check fee will be charged for each fingerprint card.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License #

06010023

(If the location is currently licensed)

1. Check appropriate box → Controlling Person (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager Agent Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21

2. Name: Zahn James RICHARD Date of Birth: 5/10/1955
Last First Middle (NOT a Public Record)

3. Social Security Number: 146 52 0525 Drivers License #: B 11078010 State: Arizona
(NOT a public record) (NOT a public record)

4. Place of Birth: Passaic New Jersey USA Height: 6' Weight: 185 Eyes: Bl Hair: Br
City State Country (not county)

5. Marital Status Single Married Divorced Widowed

6. Name of Current or Most Recent Spouse: Zahn Kay C. Morris Date of Birth: 9/2/1958
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 1974

8. Telephone number to contact you during business hours for any questions regarding this document. 480-752-7114

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: The Green Peaks Premises Phone: 928-735-9977

11. Physical Location of Licensed Premises Address: #1 Main St Green Apache 85927
Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
1/982	CURRENT	Vice President	ASI Communications, Inc. 1042 E. Guadalupe Tempe Az 85283

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION 12 OR 13.

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address (If rented, attach additional sheet with name, address and phone number of landlord)	City	State	Zip
1/997	CURRENT	Own	1023 E. Buena Vista Dr	Tempe	Az	85284

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, how many hrs/day? _____, and **answer #14a below**. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
15. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years? In addition, please include all traffic tickets and complaints within the last ten (10) years that resulted in a warrant for arrest AND any traffic tickets and complaints that are alcohol or drug-related. YES NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? Include only criminal traffic tickets and complaints. YES NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

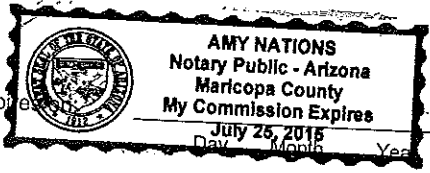
If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

13 MAR 18 4:19 PM Dept #1122

20. I, James Richard Zahn, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X [Signature]
(Signature of Applicant)

State of ARIZONA County of MARICOPA



The foregoing instrument was acknowledged before me this 13th day of MARCH, 2013
[Signature]
(Signature of NOTARY PUBLIC)

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

State of _____ County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____

X _____
Signature of Controlling Person or Agent (circle one)

Month Year

Print Name

(Signature of NOTARY PUBLIC)

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix, Arizona 85007-2934
(602) 542-5141

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day for 1-10 day events only
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW 10 BUSINESS DAYS FOR PROCESSING.

****Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLLC USE ONLY
LICENSE #

1. Name of Organization: Alpine Business Association
2. Non-Profit/I.R.S. Tax Exempt Number: 45-5535385
3. The organization is a: (check one box only)

- Charitable Fraternal (must have regular membership and in existence for over 5 years)
- Civic Religious Political Party, Ballot Measure, or Campaign Committee

4. What is the purpose of this event? on-site consumption off-site consumption (auction) both
- Purpose: To promote economic development for Alpine area.

5. Location of the event: 42661 Highway 180 Alpine Apache 85920
- Address of physical location (Not P.O. Box) City County Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. Applicant: Fillipi Terry L. 6/30/1959
- Last First Middle Date of Birth
7. Applicant's Mailing Address: P.O. Box 442 Alpine AZ 85920
- Street City State Zip
8. Phone Numbers: () N/A (928) 245-1143 (928) 339-4244
- Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>6/15/2013</u>	<u>Saturday</u>	<u>10:30 AM</u>	<u>10:30 PM</u>
Day 2:	_____	_____	_____	_____
Day 3:	_____	_____	_____	_____
Day 4:	_____	_____	_____	_____
Day 5:	_____	_____	_____	_____
Day 6:	_____	_____	_____	_____
Day 7:	_____	_____	_____	_____

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
 YES NO (attach explanation if yes)

11. This organization has been issued a special event license for 0 days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? YES NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.

Name Alpine Business Association 100%
Percentage

Address P.O. Box 134 Alpine, AZ. 85920

Name _____
Percentage

Address _____
(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

3-4 # Police Fencing
3-4 # Security personnel Barriers

Area will be completely fenced with one entrance/exit with 3-4 security personnel. All ID's will be checked at entrance.

16. Is there an existing liquor license at the location where the special event is being held? YES NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? YES NO

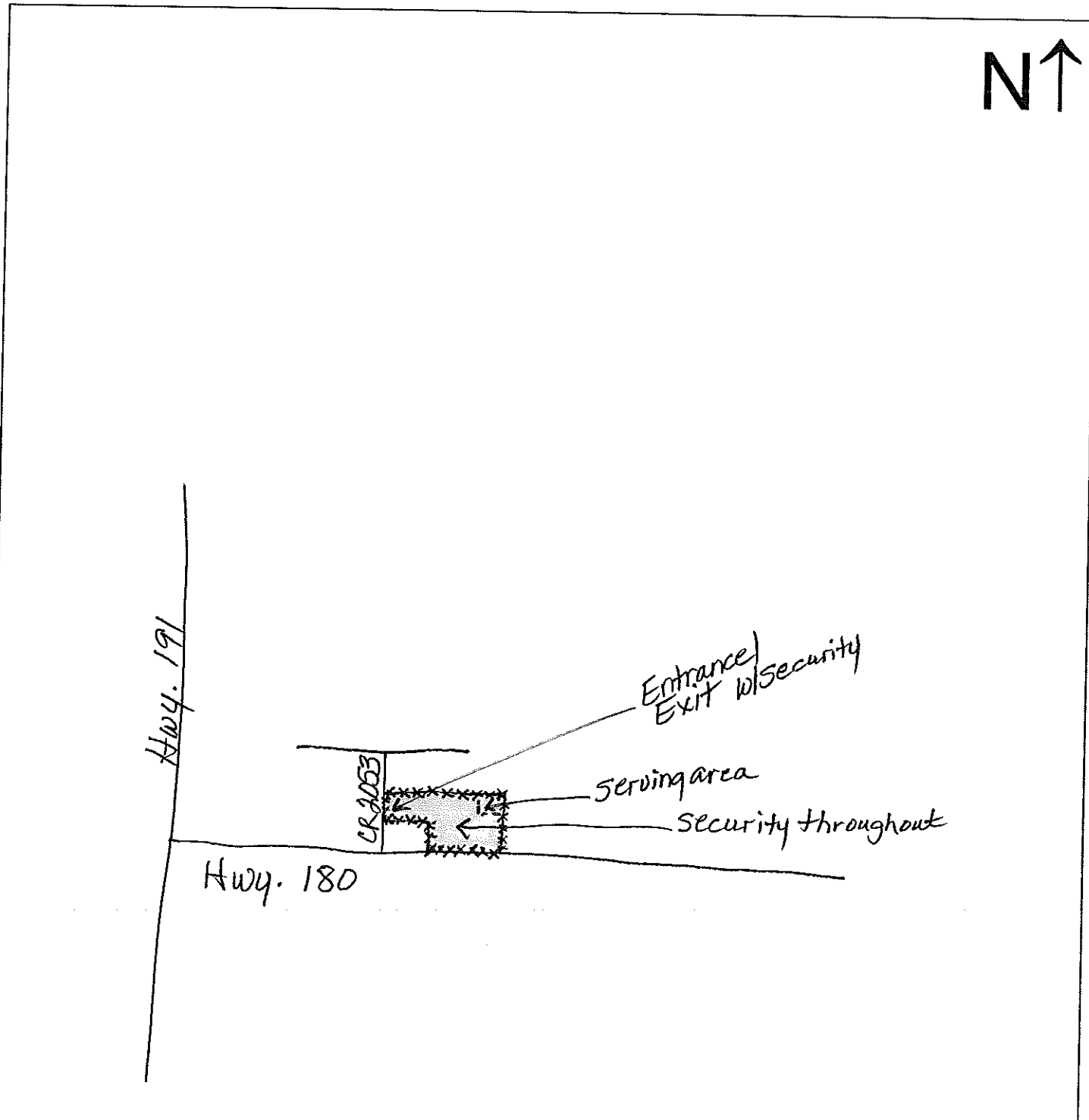
(ATTACH COPY OF AGREEMENT)

Name of Business () _____
Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

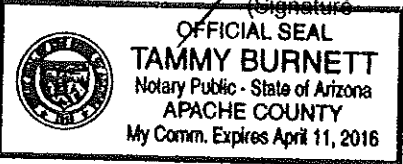
Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, Terry L. Fillipi declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Terry L. Fillipi Vice Chairman 4/19/13 (928) 245-1143
(Signature) (Title/Position) (Date) (Phone #)



State of

Arizona County of Apache

The foregoing instrument was acknowledged before me this

19th April 2013
Day Month Year

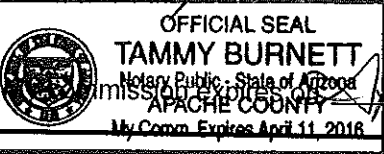
My Commission expires on April 11, 2016
(Date)

Tammy Burnett
(Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, Terry L. Fillipi declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Terry L. Fillipi State of Arizona County of Apache
(Signature) The foregoing instrument was acknowledged before me this



April 11, 2013
(Date)

19th April 2013
Day Month Year

Tammy Burnett
(Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ hereby recommend this special event application
(Government Official) (Title)

on behalf of _____
(City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

APPROVED DISAPPROVED BY: _____

(Title) (Date)

DONATION AGREEMENT

This Agreement is entered into this 4th day of April, 2013, by and between:

BARE BUFFALO, LLC

and

ALPINE BUSINESS ASSOCIATION

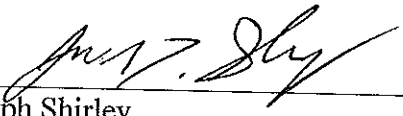
WHEREAS, Bare Buffalo, LLC is the holder of a valid Arizona Liquor License and seeks to promote economic development in the area of Alpine, Arizona;

WHEREAS, the Alpine Business Association seeks to promote economic development in the area of Alpine, Arizona through its non-profit efforts;

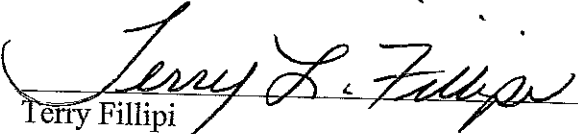
NOW THEREFORE, the parties agree as follows:

1. The Alpine Business Association shall sponsor the Alpine Music Festival on June 15, 2013 in its efforts to promote economic development in the area;
2. Bare Buffalo, LLC shall sell alcohol at said Festival and shall donate Twenty-Five Percent (25%) of the proceeds therefrom to the Alpine Business Association.

IN WITNESS WHEREOF, the parties have set their hands the day and year first written above.




Joseph Shirley
Bare Buffalo, LLC

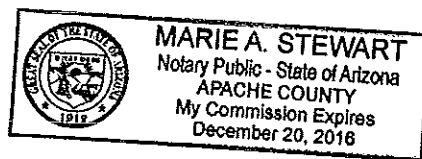


Terry Fillipi
Alpine Business Assn.

SUBSCRIBED AND SWORN before me this 4th day of April, 2013, by Joseph Shirley and Terry Fillipi.

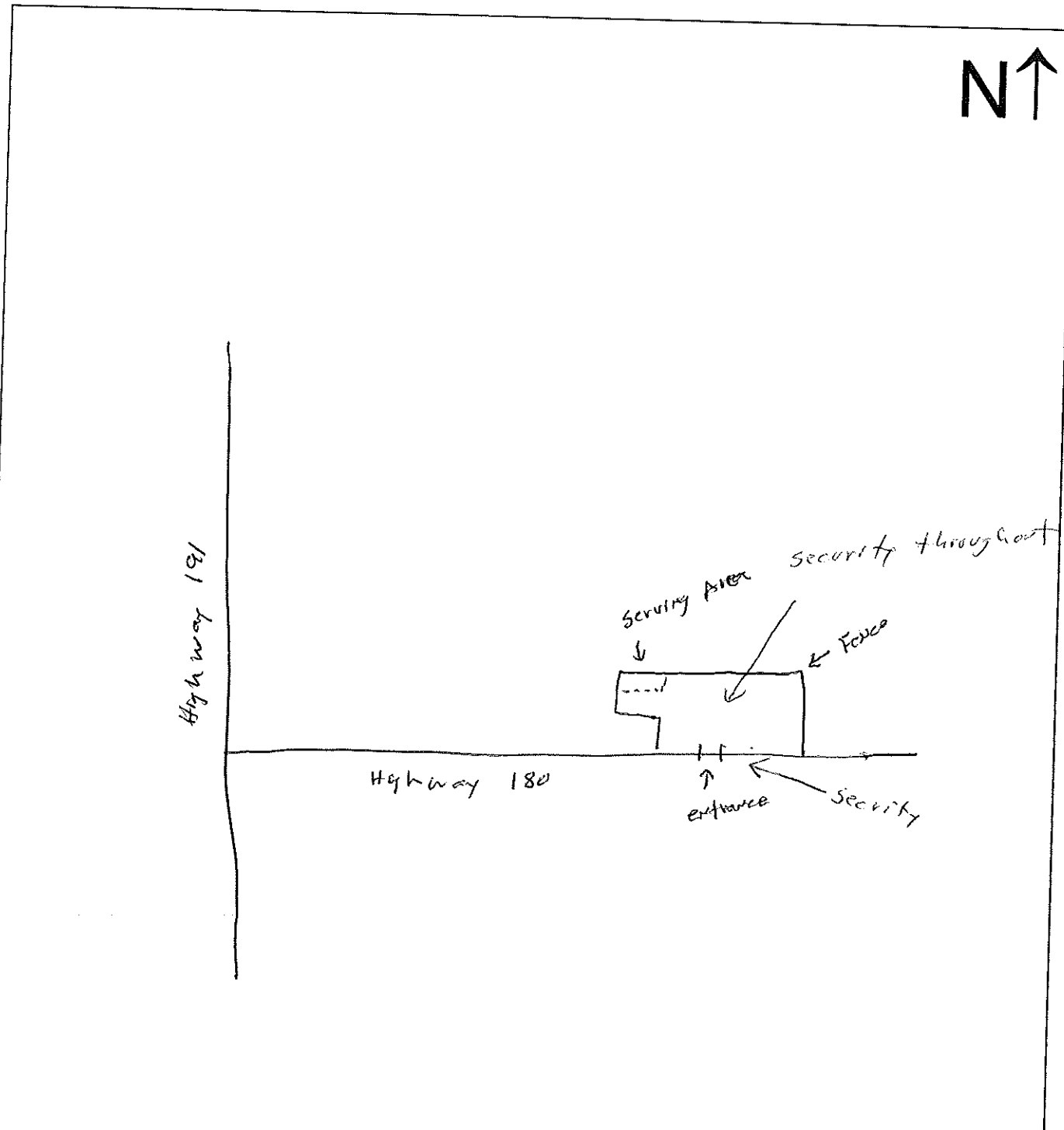


Marie A. Stewart
Notary Public



SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

COUNTY MANAGER'S OFFICE

Date/Signature: _____

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

CALL TO THE PUBLIC

BOS Meeting Date Requested ON-GOING

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

5/1/13

Date/Signature:

Jay Kelavorse

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

Presentation on Community Cleanup Program

BOS Meeting Date Requested

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

BOARD ACTION TAKEN

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING

April 16, 2013
St. Johns, Arizona

Present were: Chairman Tom M. White, County Manager/Clerk of the Board Delwin Wengert and County Attorney Michael Whiting. Vice Chairman Barry Weller and Supervisor Joe Shirley, Jr. participated via the telephone.

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

Karen Houston led the Pledge of Allegiance.

Delwin Wengert gave the invocation.

Chairman White called for the Health District item.

Chris Sexton, Health Director, requested approval to remove Jami Heap from probationary status with the 2.5% end of probation salary increase, effective April 7, 2013. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Mr. Shirley moved to adjourn the Health Services District meeting, seconded by Mr. Weller. Vote was unanimous.

Chairman White called for the Library District items.

Judith Pepple, Library Director, requested approval to hire (3) three temporary part time Library Specialists I's for the Concho, Round Valley and St. Johns Public Libraries to serve from May 20, 2013 through August 30, 2013 at a rate of \$9.05 per hour. A discussion was held between Mr. Weller and Ms. Pepple regarding the hours to be worked. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Judith Pepple, Library Director, requested approval to remove Teddy Newman from probationary status with the 2.5% end of probation increase, effective April 9, 2013. **Mr. Shirley moved approval, seconded by Mr. Weller.** Vote was unanimous.

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

Chairman White called for the regular agenda items.

Ferrin Crosby, County Engineer, recognized the retirement of Robert Hext from the St. Johns Road Yard. Mr. Crosby stated that Bob started with the County in 1986 and worked 27 years as a valued County employee and will miss his experience and knowledge.

Mr. White opened the floor for the 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. Chairman White stated that each member of the public would be given 3 minutes to address the Board.

Juan Luna, a resident of the County, addressed the Board regarding his frustration with the Assessor's Office and the inconsistencies with the valuation of his property. Mr. Luna stated that the biggest error with the valuation is that the Assessor indicated that he has a tennis court on his property and does not, but is being assessed for one.

Mr. Shirley stated that these issues should be handled by the Assessor because he has the authority and he should be afforded the opportunity to come to a resolution with these issues, before it comes to the Board. Mr. White stated that during the call to the public, people can address the Board on any issue. Mr. Weller stated that this is the call to the public and as Mr. White stated, any issue can be brought before the Board and recommended that the speakers include what has been done to this point within the Assessor's Office and that he is very interested in hearing the issues.

Elaine Salmi, a resident of Vernon, stated that she has been impacted over the years with her property assessments and she continues to see unjust and vindictive types of activities and she has spoken with the Department of Revenue over a period of time on different issues and their response is if something illegal in being done they can step in if it is not illegal they do not have the authority. Mrs. Salmi stated that she came here today because the buck stops with the Supervisors and she has not started the process of appeals yet for this current year but wanted to let the Supervisors know this is an ongoing situation. Mrs. Salmi provided an overview of her assessment.

Bill Jordan, a resident of Vernon, stated that this is the second time he had been here and wondered why he even bothered. Mr. Jordan voiced his concern with the valuation he received from the Assessor's Office.

Nick Scienski, a resident of Vernon, expressed his concern with the inconsistencies with the valuation he received from the Assessor's Office and provided an overview of the increase to his assessment and thanked the Board for listening to their concerns.

Susan Maxwell, a resident of Vernon, read the definition of bullying and stated that she wanted to speak today about verbal, physical and financial bullying going on against the residents of Vernon by the Assessor's Office, namely Mr. Jenson for the last 4 years. Ms. Maxwell stated that people come to her because they are afraid of him and are afraid to appeal their assessment because they just keep going up in a market that is depressed and don't want to lose their homes because they appeal. Mrs. Maxwell stated that Mr. Jenson is a bully and she is afraid of him.

will really assess your property; they appeal and he makes sure he adds to their assessments. Mrs. Maxwell stated that recently she was made aware by Elaine Salmi that in speaking with the Department of Revenue, they are very much aware of the situation and at this point the Assessor is not doing anything illegal and can't do anything about it. Mrs. Maxwell stated that homeowners go year after year with higher assessments. Mrs. Maxwell asked the Board to stop the abuse, the intimidation and the bullying in the Assessor's Office. Mrs. Maxwell asked the Board to conduct the Board of Equalization hearings again because it is a way of stopping the foolishness that is happening and when the Board of Supervisors conducted the Board of Equalization hearings before, they used logic, reason and common sense and that is not what's happening with the Board of Equalization now.

Donald Maxwell, a resident of Vernon, stated that he has been fighting the tax assessment for five years and have appealed 3 out of the 5 years and the past 2 years have been because Mr. Jenson hasn't been doing his job. Mr. Maxwell stated that the Notice of Valuation cards that many people are not getting the valuation cards that are mailed out and without it they do not have any idea what the assessed valuation is and Mr. Maxwell stated that on Mr. Scienski's property, over the past 3 years he has had 8 different property profiles and not once did he receive a Notice of Change card which is a requirement. Mr. Maxwell stated that nonexistence improvements are showing up on valuations as well as inflated valuations on properties with no recourse.

Chairman White asked Mr. Wengert if there was someone that was hired to handle these issues. Mr. Wengert stated that there is an appeals officer that works with the County and other Arizona Counties in the State and that the officer hears the appeals and then the Board meets to confirm his decisions.

Chairman White asked Assessor Dahozy if his office has worked with the individuals who addressed the Board.

Mr. Dahozy stated that he hasn't had anyone come into the office yet this year and this is the time of the year when they start to hold meetings with the public and after that meeting they have time to take the issue to the hearing officer and then the people have a right to take it on to the State level. Mr. Dahozy stated that he is hearing quite a few issues today that haven't been brought into him. Mr. Dahozy stated Supervisor Weller came into his office and wanted to work closely with his office and he said that was ok so he has been looking into it and he is willing to work out any issues.

Vice Chairman Weller stated that he realizes the Board is not supposed to interact with the public on this issue but he wanted to make a comment because there was significant inferences and accusations associated with county departments and personnel and he takes that extremely serious and wanted to thank every individual for coming forth with any issue and in cases where accusations were made, he assured them that we will follow through and he will personally follow through to verify or make sure there is or is not any truth to these issues. Mr. Weller stated that they are serious allegations and the inferences that were made are absolutely unacceptable by any public organization and any government situation should never be seen in this light. Mr. Weller stated that he is not verifying that these inferences are true.

accusations require investigation and he will personally be staying very close to this and will be following through the appraisal process and doing as much as he can to be part of any appeal process through the Equalization Board. Mr. Weller stated that he is supportive of the Board of Supervisors taking this back on if he sees any type of illogical or irrational behavior by the person we hire; but we need to witness this and get evidence before we act on it. Mr. Weller stated that Mr. Dahozzy will be working with me personally as we try to address some of the specifics of these issues but he wanted the people to know that he appreciated the input and we can't act without information from the public and he very much appreciated them bringing it to the Board and he will stay close to it to try to verify and follow through with the specific issues.

Mr. Wengert provided an overview of the budget and stated that he feels like the County is turning a corner this year and is expecting the HURF to remain level or decline just a little and in the Districts, the assessed values have gone up in the County so that will help the Library, Jail and Health Districts and in the general fund we believe that there will be about \$800,000 in additional revenue beginning in July. Ryan Patterson, Finance Director provided a presentation on the 2013-2014 Budget. Mr. Patterson provided a presentation and overview of the upcoming budget process and stated that there is an estimated additional \$800,000 in general fund revenues and based on the information received, a recommendation of 3% cost of living and a 1% hold harmless increase be given to employees, software maintenance agreement, \$180,000 for individual departmental needs and \$150,000 for building improvement projects. Mr. Patterson stated the hold harmless is for increases in retirement and health insurance. Mr. Weller asked if the boost in the assessed value came from the power plants, not the citizens. Mr. Patterson stated that was correct. Mr. Wengert stated that 75-80% of the assessed value in the County comes from the power plants and utility companies and the other 20% comes from homeowners property taxes. Mr. White asked what would the \$180,000 for departmental needs be used for. Mr. Patterson stated that there have been several departments that have had additional cuts to help out other departments in the past so that money is at the discretion of the Board as to how they want to help a department with a specific need and the \$150,000 would be used for county projects to help maintain buildings with roofs, boilers and security systems. Mr. Weller asked what Mr. Patterson's general feeling was of the stability of this increase in revenues and asked Mr. Patterson's to comment to department heads on if they should be considering staffing increases that may not be able to be supported in the future or if Mr. Patterson thinks this is a long term benefit to the revenue structure. Mr. Patterson stated that if the \$800,000 is coming because of the major taxpayers in the county, that is as stable as SRP and TEP are since we get 80% of the funding from them so as long as they hold up, and he believed they are steady. Mr. Patterson stated that over the past several years the County has taken very large decreases to the budgets and have been very conservative in our ability in paying off our debt so now that things are looking like they are at least flat and evening out, the county does not have to take that conservative approach of paying off a 4 million dollar debt in the next 3 years so we are now able to use that additional money. Mr. Patterson stated that this only addresses the major taxpayer funds, and does not include the governor's funds of a possible additional \$550,000. Mr. Weller stated that there are various opinions on the stability of the power plants but we should be solid with the assessed value for several years to come. Mr. Wengert stated that he is not recommending any department receive a general increase unless it is an emergency, there were several departments that were supported by other departments last year and they can't do that again but in general, most departments will strength

the increase for the proposed raises. Mr. Wengert stated that we need to be very careful as we come out of this recession we have been in and will watch the budgets carefully. Mr. Weller asked if it was necessary to give direction today. Mr. Patterson stated yes, in order to get the budget process and the packets are going out to the departments and without some numbers they can't do their budgets and won't make the necessary deadlines for July and August. Mr. Weller moved to approve the recommendation as staff has made so that the budget process can move forward. Mr. Shirley stated that he was not sure if action was needed today since we are just starting the budget discussions and he would hesitate to take any action this early. Mr. White stated that staff need direction so they can move forward with the packets and once the Board gives direction, the budget packets can be sent out and seconded Mr. Weller's motion. Mr. Weller stated that he agreed with Mr. Shirley's concerns; that this is in no way the final decision on the budget just a preliminary starting point that can be shifted in either direction as we go through the budget process. Mr. Wengert stated that the tentative budget is approved in July and the final budget in August so there is time to make adjustments, this just gives staff a direction and nothing is in stone Motion passed 2-0 with Mr. Shirley abstaining.

Mr. Wengert presented the Consent Items and recommended approval of A –G. Mr.

Weller moved approval, seconded by Mr. Shirley. County Manager/Clerk of the Board: A.

Request approval of minutes dated April 2, 2013. B. Request approval of demands date April 2, 2013 to April 16, 2013. Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process. Payee Amount
ARIZONA GYM FLOORS LLC 13,969.72 AZ COUNTIES INSURANCE POOL 3,074.40
BANK OF THE WEST 1,659.98 BRAD PETERSON B & B FABRICATIONS 5,087.25
BRADCO 30,305.07 BROWN, DEVIN R 2,172.04 BURNHAM MORTUARY 1,063.45
EMPIRE MACHINERY 9,689.64 FORENSIC DATA SOLUTIONS (SHANTZ ENTERPR)
3,800.00 GRAVES PROPANE CO INC 1,480.91 HATCH CONSTRUCTION 2,396.90
INGRAM LIBRARY SERVICES 2,047.98 KIMBALL EQUIPMENT COMPANY 1,863.41
NATIONAL BUSINESS FURNITURE 1,290.33 NAVAJO TRIBAL UTILITY AUTHORITY
1,827.35 OFFICE DEPOT 1,047.12 OVERDRIVE INC 1,178.93 QUILL CORP 1,536.77 R &
M FURNITURE 2,276.00 RACHER'S OFFICE EQUIPMENT 1,670.99 SHERWOOD
SERVICE CENTER INC 1,978.27 SOUTHERN COUNTIES OIL COMPANY 28,062.48
STAFFNIK, JAMES G 1,496.25 THE WOOD LAW OFFICE (RONALD WOOD) 6,650.00
TOM GROWNEY EQUIPMENT 3,944.90 TOWN OF EAGAR 4,684.92 VERITAS
RESEARCH CONSULTING 1,420.00 VERIZON WIRELESS 1,474.90 LATHAM, MICHAEL
2,257.93 OSBORN, JOSHUA DEON 2,100.00 WHITING, GARRET LEE 2,100.00 APACHE
COUNTY 38,700.00 NORTHEAST ARIZONA TRAINING CENTER INC 3,000.00 PLATT,
MARCOR B 2,720.00 WEST PAYMENT CTR 1,170.20 WHITING, MICHAEL B 1,800.00
Reed, Roberta 2,744.91 Shirley, Joe Junior 1,999.94 Silversmith, Barbara 2,701.85 Rogers,
Kent 1,063.13 Stradling, Reed 1,228.77 Watkins, Robert 1,406.76 King, Walter Scott
1,119.66 Shirley, Lewis 1,088.33 APACHE COUNTY MEDICAL 142,492.00 APACHE
COUNTY TAX WITHHOLDING 123,328.00 AZ STATE RETIREMENT SYSTEM 77,121.05
COLONIAL LIFE AND ACCIDENT INS 1,145.97 CORRECTIONS OFFICER RET PLAN
7,727.71 CORRECTIONS OFFICER RETIREMENT PLAN 520 3,859.89 MERITAIN
HEALTH FLEXIBLE SPENDING 1,304.20 MUTUAL OF OMAHA 1,188.03 NATIONWIDE
1,560.84 PUBLIC SAFETY PERSONNEL 401 12,135.07 PUBLIC SAFETY SHERIFF

RET 24,008.53 SECURITY BENEFIT GROUP 1,796.00 SUPPORT PAYMENT
CLEARINGHOUSE 2,659.57 AMIGO CHEVROLET 1,267.35 ASSURED IMAGING
WOMEN WELLNESS OF SOUTHERN AZ 3,297.60 AZ DEPT OF RISK MANAGEMENT
1,859.80 BLUE HILLS ENVIRONMENTAL 1,484.43 BRADCO 28,348.90 CAMPBELL,
LEANN 1,125.28 CREATIVE MULTIMEDIA INC (CMI) 10,295.00 CRESCENT ELECTRIC
SUPPLY CO 1,900.88 DISCOUNT TIRE 1,434.66 FESTER & CHAPMAN PC 2,800.00
FRONTIER 2,132.43 GREEN AND BAKER 2,840.77 HILLYARD INC 1,239.23
NAVOPACHE ELECTRIC COOPERATIVE 8,739.62 NEWMAN SIGNS INC 1,700.00
NORTH COUNTY COMMUNITY HEALTH 2,550.00 PIMA UNIFORMS 4,695.21 QUILL
CORP 3,424.52 RPT ROTH 401 K 1,086.88 SANDERS UNIFIED SCHOOL DISTRICT
1,500.00 SIERRA PROPANE 1,994.88 SMITH, JOHN R 2,655.00 ST JOHNS EMERGENCY
SERVICES 1,057.11 THE AARONS COMPANY LLC 3,000.00 TJP COMMUNICATIONS
2,809.55 US GEOLOGICAL SURVEY 7,500.00 WAGNER EQUIPMENT CO 1,001.92 WEST
PAYMENT CTR 1,964.12 YOUNG, JOSEPH 15,260.00 C. District I: Request approval to
repair a Caterpillar 950G Loader using Empire Machinery as a sole source vendor. The
anticipated amount is \$19,682.18. **Personnel Items:** D. Recorder's Office: Request authorization
to hire a part time, Temporary Administrative Assistant I, utilizing the Recorder's Surcharge at
\$10.50 per hour, not to exceed 120 days. E. Probation Services: Request authorization to remove
Bridget Rushing from probationary status effective April 9, 2013 with the 2.5% end of probation
increase. F. District II: Request authorization to extend the temporary employment for Lewis
Shirley, Administrative Coordinator and Wilbur Smith, Road Maintenance Worker II, through
June 27, 2013. G. Clerk of the Court: Request authorization to extend the temporary
employment for Courtroom Clerk Julie Ann Bishop for an additional 30 days. Vote was
unanimous.

Shirley Pulsipher, Apache County Schools Business Consortium requested approval to
award the bid for RFP SJ-RFP2013 to upgrade the microwave capabilities from St. Johns to
Springerville. Mr. Pulsipher stated that the upgrade provides Broadband access to the Round
Valley School District as well as other entities supported by the consortium.

Three bids were received: Niles Radio - \$128,956
Light Radio - \$129,865
Star Radio - \$118,290

Mr. Pulsipher recommended the bid be awarded to Niles Radio, the company that met all the
Criteria in the amount of \$139,561.59 including tax, and the funds will be paid out of
Consortium Funds. Mr. Weller and Mr. Pulsipher held a discussion regarding the reasons Niles
was the recommended company. Mr. Weller thanked Mr. Pulsipher for his good work on the bid
process. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Shirley Pulsipher, Apache County Schools Business Consortium, requested approval to
award bid for SA-RFP-2013 to upgrade the existing microwave capabilities from St.
Johns to Sanders Unified School and the upgrade will provide Broadband access to Sanders
School District as well as the public library and County offices.

Three bids were received: Niles Radio - \$185,094.00
Light Radio - \$177,734.00
Star Microwave - \$186,596.00

Mr. Pulsipher recommended awarding the bid to Niles Radio who met all the required criteria in

the amount of \$201,002.39 including tax and the funds will be paid out of Consortium Funds. Mr. Pulsipher stated that once this is completed, the Sanders School District will pay back the funds. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Ferrin Crosby, County Engineer, requested approval to award Bid #201308 for a new Incline Screen for the limestone pit and recommended to award the bid to Kimball Equipment in the amount of \$43,460.80, the sole bidder. **Mr. Weller moved approval, seconded by Mr. Shirley.** Mr. Crosby stated that the funding will be come from District III HURF. Vote was unanimous.

Ferrin Crosby, County Engineer possible approval to award Bid #201309 for fuel delivery system upgrades to Chinle and Ganado Road Yards and it is recommended to award the bid to D & H Petroleum, the sole bidder in the amount of \$16,323.00 for Chinle and \$15,912.37 for Ganado. Mr. Weller and Mr. Crosby held a discussion n regarding the need for the upgrade. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Mr. Wengert requested approval of Crew Use Agreement between Apache County and State Forestry to include the Prison Conservation Crew to complete the forest thinning project in the Greer area and will allow the County to use inmates to cut and stack trees. **Mr. Weller stated that it is a good program and moved approval, seconded by Mr. Shirley.** Mr. White asked if the prisoners could be used in District II. Mr. Wengert stated that the prisoners can only travel within 50 miles of the prison unless special permission was received and that is a complicated process but isn't impossible but would require special accommodations. Vote was unanimous.

Mr. Wengert requested approval of the Intergovernmental Agreement between Apache County and the Arizona State Forestry Division for environmental programs impacting economic development. Mr. Wengert stated that the County has been doing this for a number of years and is a State funded program in the amount of \$15,000 that is basically a pass through to assist with economic programs. **Mr. Weller stated that this is a beneficial program and moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Mr. Wengert requested approval of the Work and Financial Plan between Apache County and the United States Department of Agriculture, Animal and Plant Health Inspection Service Wildlife Services in the amount of \$6,998 that will take us through this year and another item will have to be brought back to the Board for possible approval next year. Mr. Weller stated that this is a beneficial program and ranchers had approached him and over 200 ranchers have been trying to support this program from money out of their own pockets and asked for support on this needed program. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Mr. Wengert requested approval of the Independent Contractor Agreement with Doyel Shamley, Apache County Natural Resources Coordinator in the amount of \$38,000. Mr. Wengert stated that the proposed contract renewal includes a \$10,000 increase using Rural Schools Title III funding. Mr. Weller stated that he does not have words to express how important the work that Mr. Shamley does for the County is, and the proposed federal regulations that he reviews is indispensable. **Mr. Weller moved to approve, seconded by Mr. Shirley.** Mr. White asked to be included in Mr. Shamley's email updates. Vote was unanimous.

Mr. Weller requested approval of an Apache County Volunteer program and application which shall allow Department Heads and Elected Officials to periodically utilize citizens, at minimal cost to the County, for work load support as may be needed. Department Heads and Elected Officials shall be responsible for any expenses associated with Workers Compensation and travel as may be approved per job assignment for each of their respective volunteers. **Mr. Weller moved to approve, seconded by Mr. Shirley.** Vote was unanimous.

The presentation by Judge Jay Yellowhorse on the Community Cleanup Project that was created on April, 2011 was moved to the next meeting.

Mr. White presented notification of the Small Counties Forum Meeting on April 17, 2013 at 6:30 p.m. at the Hilton Garden Inn Phoenix, 3838 E. Van Buren Street in Phoenix and the County Supervisors Association (CSA) meeting on April 18, 2013 at 10:00 a.m. at the CSA building, 1905 W. Washington Street in Phoenix and the NACOG Regional Council meeting on April 25, 2013 at 10:00 a.m. located at the High Country Conference Center, 201 W. Butler, in Flagstaff, Arizona where two or more members of the Apache County Board of Supervisors may be in attendance. No action was needed or taken.

Mr. Wengert presented the item of a possible executive session pursuant to ARS 38-431.03 (A)(3) for legal advice regarding the possible implementation of future predatory animal regulations, discussion and possible approval of a letter of support to the Navajo Nation regarding predatory animals and the increasing threat to the safety, health and welfare of people. Mr. White asked if there was a need for the executive session. **Mr. Weller stated that there are issues related to the predator issue and he thinks legal advice is needed and moved to go into executive session.** Mr. White stated that he would like to wait until all three supervisors were present. Mr. Shirley stated that he agreed with Mr. White that the Board should be present to discuss the issues in an executive session. Mr. Weller stated that he could not disagree with that and would prefer to be face to face to discuss the issues. **Motion died for lack of a second.** Mr. White then deferred the executive session until the next regular board meeting and recommended the letter be approved today. **Mr. Weller moved to approve the letter to the Navajo Nation, seconded by Mr. Shirley.** Vote was unanimous.

Mr. White stated that there was one additional agenda item that was added after the regular agenda was posted last week.

Angela Romeo, Election Director, requested approval of a Call for Election for Ganado Fire District due to District's inability to operate and take legal action due to not having a functional board. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

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

Approved this 7th day of May, 2013.

Tom M. White, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board

OFFICIAL PROCEEDINGS THE APACHE COUNTY
BOARD OF SUPERVISORS SPECIAL MEETING

April 17, 2013
St. Johns, Arizona

Present were: Ferrin Crosby, County Engineer and Beth Bond, Assistant Clerk of the Board. Participating via the telephone was Chairman Tom M. White, Jr., Vice Chairman Barry Weller, Supervisor Joe Shirley, Jr., County Manager/Clerk of the Board Delwin Wengert and Attorney Joe Young.

Chairman White called to order the Special Apache County Board of Supervisors meeting at 2.33 p.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona.

Mr. Weller read the resolution and moved to approve. Mr. Shirley seconded the Motion. Mr. Weller stated that he had been meeting with the Governor's staff and they were anxious to receive the executed resolution. Vote was unanimous.

Resolution # 2013-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA,
DECLARING A STATE OF EMERGENCY IN SOUTHERN APACHE COUNTY DUE TO
STATE HIGHWAY CLOSURES AND WEIGHT RESTRICTIONS ADVERSELY
AFFECTING COUNTY BUSINESSES AND WELFARE

WHEREAS, Apache County Board of Supervisors acting per A.R.S. §§ 26-301 through 308 is empowered to declare a state of emergency, and;

WHEREAS, Apache County has a legal and ethical obligation to protect the health, safety and welfare of the citizens of Apache County, and;

WHEREAS, the Arizona Department of Transportation has, by statutory rule making authority, imposed weight restrictions of 34,000 lbs. on SR 261 and a vehicle length restriction of 40 feet or less south of the US 191 and US 180 junction in Alpine, in southern Apache County, and;

WHEREAS, Apache County has attempted, as recently as April 15, 2013, and beginning in December 17, 2012, to reverse and correct these newly enforced weight limitations, and;

WHEREAS, the delay of the State of Arizona to correct and rectify said limitations has created potentially catastrophic fuel loads upwind of Apache County towns and other settlements, loss of jobs and significant impact to County financial stability, and;

WHEREAS, said weight and length restrictions impose an undue hardship on Apache County businesses, residents, ranchers, recreationist and forest visitors as more specifically identified herein:

- Businesses: Consisting several businesses, including, but not limited to all timber industry related businesses including saw mills and beam and pressure treatment plants, ranching, propane delivery and refuse retrieval.
- Residents: Many local residents are employed in all of the various businesses listed above and the impact of removing a large portion of income in the County affects all residents adversely.
- Ranchers: SR 261 is in the heart of dozens of grazing allotments which will soon begin seeing cattle truck activity as the local ranchers begin moving cattle back to the mountain pastures. These ranchers are and have been a large portion of the life blood of the local economy. This closure will prevent ranchers from moving cattle for grazing and will also eliminate the rancher's ability to haul stock water to the mountain herds.
- Recreationist: Apache County attracts scores of Hunters, Fishers, Campers and Wildlife Enthusiast. These recreationists are a major part of the local economy as they bring in vital economic stimulus to local sporting goods stores and grocers. Hotels and motels are directly impacted by the reduction in recreational visitors.

WHEREAS, these weight restrictions present a real and present threat to life and property within the communities of the White Mountains. As SR 261 is the primary access to an existing 11,000 acre timber clearing and thinning project, and a 96,000 acre project set to begin soon. These projects have been stopped due to the restrictions, and therefore the vital work of making the forest safe is limited, especially in the vicinity of the towns of our concentrated populations of Springerville and Eagar. Presently there are nearly 50 truckloads of logs decked and ready for transport out of SR261. Recent and expected high wind conditions and the current location of stockpiled logs increase the fire hazard to the communities, and;

WHEREAS, said length restrictions south of alpine prevent the retrieval of timber from the Wallow Burn area that is directly accessed from US 191, and;

WHEREAS, the fuel loads and un-retrieved timber not only present adverse economic conditions, but could also result in catastrophic fire such as the Wallow Fire that burned over 500,000 acres of land in Apache County and resulted in millions of dollars of economic loss, countless hours of firefighter service, and loss of animal habitat, and;

WHEREAS, currently, the market value of the timber is declining rapidly due to decay, and much of the 536,000 acres of fire impacted timber shall have no commercial value by the fall of 2013, and;

WHEREAS, the local (Eagar) beam plant and pressure-treat plant has now had to dismiss their employees (approximately 23 County residents) on April 15, 2013 because the supply of timber is not which is to be hauled to their plant cannot be moved due to weight restrictions and another local business, Canyon Cutters, has had to dismiss approximately 28 people due to lost work opportunities due to length and weight road limitations, and;

WHEREAS, the Hopi Tribe and its 26-Bar Ranch had planned on moving their 1,000 head of cattle to their legal and bonafide grazing allotment on SR 261;

be permitted due to the current limitations. Relocation of this 1,000 head operation will significantly impact Apache County financially through loss of local jobs, and;

WHEREAS, due to limited access to water and grazing land, the lives of livestock is threatened and cattle deaths are certain to occur absent extreme measures, and;

WHEREAS, these weight and length restrictions shall result in a significant decrease to the state gas tax in Apache County due to the reductions caused by limited Logging, ranching and recreational Travel, and;

WHEREAS, the recent ADOT hearing on table 4 route changes suggested a completion timeframe of September 2013; this timeframe being unacceptable for SR 261, US 191, and SR 273. All of these routes are required for multiple agency uses and industry uses due to the conditions and impacts of 2.1 million acres of federally managed lands, and;

WHEREAS, said agencies will be unable to access areas of the forest necessary for the completion of federal and state contracts and grants, and the restrictions described above present a risk of subjecting County and State to claims of intentional interference with a business relationship, and;

WHEREAS, Apache County Engineering Department has concluded through visible inspection and historic traffic observation that SR 261 is presently capable of sustaining 80,000 lb. vehicles without apparent road sub base failure, and;

WHEREAS, it is the desire of the Apache County Board of Supervisors to request consideration of the State of Arizona in reconsidering the restrictions mentioned above, as well as initiate preparations to defend the use of such roads and uses in Apache County;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Apache County, Arizona, does hereby declare a state of emergency pursuant to A.R.S. § 26-301, et seq., to exist in Apache County until such a time as the Arizona Department of Transportation lifts the weight restrictions on SR 261 and SR 273, and Length restrictions on US 191 and calls for a stay against the administrative rule imposing the weight and length restrictions, and;

BE IT FURTHER RESOLVED, that Apache County requests an emergency override to immediately suspend the weight and length limitations described herein.

PASSED, ADOPTED AND APPROVED at St. Johns, Arizona on April 17, 2013.

APACHE COUNTY BOARD OF SUPERIVOSRS

By: /s/ Tom White
Chairman of the Board

ATTEST:

/s/ Delwin Wengert
Clerk of the Board

Mr. Shirley move to adjourn the special meeting, seconded by Mr. Weller. Vote was unanimous.

Approved this 7th day of May, 2013.

Tom M. White, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

COUNTY MANAGER'S OFFICE

Date/Signature: _____

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

APPROVAL OF DEMANDS

_____ BOS Meeting Date Requested ON-GOING

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk



Circle of Friends

St. Johns/Concho Senior Citizens Association
395 S. 1st West PO Box 887
St. Johns, Arizona 85936

May 1st 2013

Mr. Barry Weller
Board of Supervisors
Apache County District III

Dear Mr. Weller,

Thank you for your support of the St. Johns Senior Center, on behalf of the
St. Johns Senior Center we are requesting \$1,500.00 from the Apache
County to supplement food costs at the Senior Center.

Thank you,

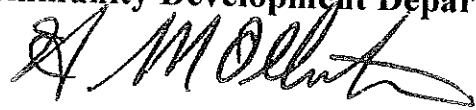
Sincerely

Ross B. Carpenter
President of the Board of Directors

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

Community Development Department

Date: 4/16/2013 Signature:



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

Request authorization to remove Cindy Lee, part time Administrative Assistant, from probationary status effective April 30, 2013 with the 2.5% end of probation increase.

Date and/or Time Needed: 5/07/2013

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

// Approved // Disapproved // Deleted // Continued to: _____

Signature of Clerk of the Board: _____

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

Community Development Department

Date: 4/16/2013 Signature:



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

Request authorization to remove Shanna Pearce, part time Administrative Assistant, from probationary status effective May 1, 2013 with the 2.5% end of probation increase.

Date and/or Time Needed: 5/07/2013

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____
Signature: _____

Finance Review: _____
Signature: _____

Purchasing Review: _____
Signature: _____

Human Resources Review: _____
Signature: _____

Other Review: _____
Signature: _____

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

BOARD ACTION TAKEN

// Approved // Disapproved // Deleted // Continued to: _____

Signature of Clerk of the Board: _____

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

Submitter's Name: (Individual, organization, or county department)

Apache County Probation Services

Date/Signature: _____

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

Probation Services requests authorization to release Brianna Hannah from probationary status, using temporary time, effective 05/05/13 with the standard 2.5% increase.

Date & Time Needed: _____

PRE-AGENDA ITEM REVIEW

Review Routing: Legal Finance Purchasing Human Resource Other _____

Legal Review:

Signature: _____

Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

Signature: _____

Other Review:

Signature: _____

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

BOARD ACTION TAKEN

Approved Disapproved Deleted Continued to: _____

Signature, Clerk of the Board

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

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

Date/Signature: _____

Dist II verbal per Curtis

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

Here a temp. ~~signature~~ facilities & construction worker for 60 days.

BOS Meeting Date Requested

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

BOARD ACTION TAKEN

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

Submitter's Name: (Individual, organization, or county department)

Apache County Probation Services

Date/Signature: _____

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

Probation Services requests authorization transfer Luis Morales to the Probation Specialist position at \$24,100.83, 2.5% above minimum, due to his experience with the department.

Date & Time Needed: _____

PRE-AGENDA ITEM REVIEW

Review Routing: Legal Finance Purchasing Human Resource Other _____

Legal Review:

Signature: _____

Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

Signature: _____

Other Review:

Signature: _____

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

BOARD ACTION TAKEN

Approved Disapproved Deleted Continued to: _____

Signature Clerk of the Board



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Treasurer Assessor

Date:

Signature: Amanda McCombs

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

Request that the Board of Supervisors' approve the Lease/Purchase Agreement with Wells Fargo Bank in the amount of \$ 508,000.00 (including a non-refundable fee of \$ 2,500.00) for the purchase of the Tyler Software. The agreement with Tyler Technologies was previously approved by the Board of Supervisors on March 19, 2013.

Date & Time Needed: 4/7/2013

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

Legal Review: _____
Signature: _____

Finance Review: _____
Signature: _____

Purchasing Review: _____
Signature: _____

Human Resources Review: _____
Signature: _____

Other Review: _____
Signature: _____

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

BOARD ACTION TAKEN

//Approved / /Disapproved / /Deleted / /Continued to: _____



200166027717900650

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$508,000.00	04-18-2013	04-01-2018			2102687182	P0157	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Borrower: Apache County
75 West Cleveland
St Johns, AZ 85936

Lender: Wells Fargo Bank, National Association
Phoenix Business Banking
100 West Washington, 20th Floor
Phoenix, AZ 85003

Principal Amount: \$508,000.00**Date of Note: April 18, 2013**

PROMISE TO PAY. Apache County ("Borrower") promises to pay to Wells Fargo Bank, National Association ("Lender"), or order, in lawful money of the United States of America, the principal amount of Five Hundred Eight Thousand & 00/100 Dollars (\$508,000.00), together with interest on the unpaid principal balance from April 18, 2013, calculated as described in the "INTEREST CALCULATION METHOD" paragraph "DEFAULT" section.

PAYMENT. Borrower will pay this loan in 4 principal payments of \$101,600.00 each and one final principal and interest payment of \$104,690.33. Borrower's first principal payment is due April 1, 2014, and all subsequent principal payments are due on the same day of each year after that. In addition, Borrower will pay regular annual payments of all accrued unpaid interest due as of each payment date, beginning April 1, 2014, with all subsequent interest payments to be due on the same day of each year after that. Borrower's final payment due April 1, 2018, will be for all principal and all accrued interest not yet paid. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

EFFECTIVE RATE. Borrower agrees to an effective rate of interest that is the rate specified in this Note plus any additional rate resulting from any other charges in the nature of interest paid or to be paid in connection with this Note.

PREPAYMENT PENALTY. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Upon prepayment of this Note, Lender is entitled to the following prepayment penalty: Borrower shall pay to Lender a prepayment fee equal to (i) 3% of the amount prepaid if said payment is received within one year of the date of this instrument or agreement, (ii) 2% of the amount prepaid if said payment is received in the second year of this instrument or agreement, and (iii) 1% of the amount prepaid if said payment is received in the third year of this instrument or agreement. There shall be no prepayment fee for amounts prepaid more than three years after the date of this instrument or agreement.

Borrower acknowledges that prepayment of such amount may result in Lender incurring additional costs, expenses and/or liabilities, and that it is difficult to ascertain the full extent of such costs, expenses and/or liabilities. Each Borrower, therefore, agrees to pay the above-described prepayment fee and agrees that said amount represents a reasonable estimate of the prepayment costs, expenses and/or liabilities of Lender. If Borrower fails to pay any prepayment fee when due, the amount of such prepayment fee shall thereafter bear interest until paid at the Default Rate or, at Lender's option, the rate of interest applicable to the unpaid principal of this Note (even if no principal remains owing).

Any prepayment shall be without prejudice to Borrower's obligations under any swap agreement (as defined in 11 U.S.C. Section 101), which shall remain in full force and effect subject to the terms of such swap agreement (including provisions that may require a reduction, modification or early termination of a swap transaction, in whole or in part, in the event of such prepayment, and may require Borrower to pay any fees or other amounts for such reduction, modification or early termination), and no such fees or amounts shall be deemed a penalty hereunder or otherwise. All prepayments of principal shall be applied on the most remote principal installment or installments then unpaid. The prepayment fee shall not be applicable to any sum refinanced by Lender. Except for the foregoing, Borrower may pay all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Wells Fargo Bank, National Association, BBG-Winston-Salem Loan Ops Center, MAC #D4004-03D, Attn: Accounting, 401 Linden Street, 3rd Floor Winston Salem, NC 27101-4157.

LINE OF CREDIT. This Note evidences a straight line of credit. Once the total amount of principal has been advanced, Borrower is not entitled to further loan advances. Advances under this Note may be requested either orally or in writing by Borrower or an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs.

ADVANCE PERIOD. The availability of advances under this temporary line of credit shall terminate on April 1, 2014.

LATE CHARGE. If a payment is 15 days or more late, Borrower will be charged 5.000% per month on the amount of the late payment or \$15.00.

**PROMISSORY NOTE
(Continued)**

Page 2

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. However, Borrower will only pay attorneys' fees of an attorney not Lender's salaried employee, to whom the matter is referred after Borrower's default. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Arizona without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Arizona.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

PAYMENT DUE DATE DEFERRAL. Payment invoices will be sent on a date (the "billing date") which is prior to each payment due date. If this Note is booked near or after the billing date for the first scheduled payment, Lender may, in its sole discretion, defer each scheduled payment date and/or the maturity date by one or more months.

FINANCIAL INFORMATION. All information furnished by Borrower to Lender in connection with the application for credit was true and accurate in every material respect as of the date the information was furnished, and no material facts were omitted so as to make the information incomplete or misleading. There has been no material adverse change to Borrower's financial condition since the date of the most recent submitted statement. Borrower agrees to provide to Lender, upon request, financial statements prepared in a manner and form acceptable to Lender, and copies of such tax returns and other financial information and statements as may be requested by Lender. Financial statements and tax returns submitted to Lender shall be signed and dated by Borrower and any other party preparing such financial statements or tax returns, or otherwise authenticated to Lender's satisfaction. Each financial statement shall give an accurate and complete picture of Borrower's financial condition as of the statement's date, with ownership accurately reflected. Borrower shall also furnish such other information regarding Borrower (and Borrower's general partners or members, if any), Borrower's business operations, the Collateral, and the use of loan proceeds as may be requested by Lender. Borrower warrants that all financial statements and information provided to Lender are and will be accurate, correct and complete. Borrower will permit Lender and Lender's agents and contractors to examine, audit and copy Borrower's books, accounts, records (including electronic records), and computer software programs used to generate the records, including any records in the possession of a third party, at any reasonable time upon request, and will provide to Lender copies of any records Lender requests, all at no cost to Lender.

AUTOMATIC DEBIT OF PAYMENTS. Borrower agrees to maintain Borrower's deposit account with Lender, account number 529790115, from which Lender is authorized to debit loan payments, fees and such other sums as may be payable under the Note or related loan documents as they become due with respect to this loan and any renewals and extensions of this loan, and shall keep such deposit account in good standing at all times. This authorization shall remain in full force and effect until discontinued by Lender, or until written revocation from Borrower has been received and processed by Lender at the address of Lender set out in the "PREPAYMENT" or "PREPAYMENT PENALTY" paragraph of the Promissory Note. If this authorization is revoked, or if the account is not maintained in good standing, or if Lender is not able to collect such

**PROMISSORY NOTE
(Continued)**

Page 3

to this Note and/or payment of a fee for such renewal or extension Borrower will be deemed to have accepted the terms of such extensions and renewals if Borrower does not deliver to Lender written rejection of such renewal or extension within 10 days following the date of the written notice of such changes, or if Borrower draws additional funds following receipt of such notice. After any renewal or extension of Borrower's obligations under this Note, the term "maturity date" as used in this Note will mean the new maturity date set forth in the written notice of extension or renewal of this Note. The Note may be modified, extended and renewed repeatedly in this manner.

LINE ADVANCES. Notwithstanding anything to the contrary, requests for advances communicated to any office of Lender by any person believed by Lender in good faith to be authorized to make the request, whether written, verbal, telephonic or electronic, may be acted upon by Lender, and Borrower will be liable for sums advanced by Lender pursuant to such request. Such requests for advances shall be deemed authorized by Borrower, and Lender shall not be liable for such advances made in good faith, and with respect to advances deposited to the credit of any deposit account of Borrower, such advances, when so deposited, shall be conclusively presumed to have been made to or for the benefit of Borrower regardless of the fact that persons other than those authorized to request advances may have authority to draw against such account.

Lender may in its discretion allow Borrower to request and receive advances even if applicable loan conditions are not satisfied, and/or the advance results in violation of loan agreements or covenants, and even though the advance may cause the principal balance to exceed the maximum principal amount of the Note. In such cases, Lender shall not be deemed to have waived such loan conditions, requirements or covenants, and Lender may strictly enforce all such loan conditions, requirements and covenants at any time in its discretion. If at any time the outstanding balance of the Note should exceed the maximum principal amount available to Borrower under the Note, then Lender may require Borrower to immediately make a payment in an amount sufficient to reduce the principal balance to an amount which does not exceed said maximum principal amount.

Borrower agrees to indemnify and hold Lender harmless from and against all damages, liabilities, costs and expenses (including attorney's fees) arising out of any claim by Borrower or any third party against Lender in connection with Lender's performance of advances as described above.

CREDIT BUREAU INQUIRIES. The parties hereto, and each individual signing below in a representative capacity, agree that Lender may obtain business and/or personal credit reports and tax returns on each of them in their individual capacities.

APPLICATION OF PAYMENTS. Notwithstanding the application of payment provided in the Payment section of this Note, unless otherwise agreed, all sums received from Borrower may be applied to interest, fees, principal, or any other amounts due to Lender in any order at Lender's sole discretion. If a final payment amount is set out in the Payment section of this Note, Borrower understands that it is an estimate, and that the actual final payment amount will depend upon when payments are received and other factors.

DEFAULT RATE. At Lender's option and without prior notice, upon default or at any time during the pendency of any event of default under the Note or any related loan documents, Lender may impose a default rate of interest (the "Default Rate") equal to the pre-default interest rate plus four percent per annum, not to exceed the maximum lawful rate. If the pre-default rate is a floating or adjustable rate based upon an index, it will continue to float or adjust on the same periodic schedule, and the Default Rate will be a variable rate per annum equal to the applicable Index plus the pre-default margin plus four percent, not to exceed the maximum lawful rate. The Default Rate shall remain in effect until the default has been cured and that fact has been communicated to and confirmed by Lender. Lender may, from time to time in its discretion, adjust or reamortize payments to take into account changes in the interest rate. Lender shall give written notice to Borrower of Lender's imposition of the Default Rate, except that if the Note is not paid at maturity, Lender may impose the Default Rate from the maturity date to the date paid in full without notice. Lender's imposition of the Default Rate shall not constitute an election of remedies or otherwise limit Lender's rights concerning other remedies available to Lender as a result of the occurrence of an event of default. In the event of a conflict between the provisions of this paragraph and any other provision of the Note or any related agreement, the provisions of this paragraph shall control. If a default rate is prohibited by applicable law, then the pre-default rate (including periodic rate adjustments for floating or adjustable rates) shall continue to apply after default or maturity.

FURTHER ASSURANCES. The undersigned agrees to (i) do all things deemed necessary by Lender in order to fully document the loan evidenced by the Note and any related agreements, and will fully cooperate concerning the execution and delivery of security agreements, stock powers, instructions and/or other documents pertaining to any collateral intended to secure the Indebtedness, (ii) assist in the cure of any defects in the execution, delivery or substance of the Note and related agreements, and in the creation and perfection of any liens, security interests or other collateral rights securing the Note, and (iii) pay Lender immediately upon demand the full amount of all charges, costs and expenses (to include fees paid to third parties) expended or incurred by Lender to monitor Lender's interest in any real or personal property pledged as collateral for the Note, including without limitation all costs of appraisals.

CONSENT TO SELL LOAN. The parties hereto agree: (a) Lender may sell or transfer all or part of this loan to one or more purchasers, whether related or unrelated to Lender, without notice and without the consent of the parties; (b) Lender may provide to any purchaser, or potential purchaser, any information or knowledge Lender may have about the parties or about any other matter relating to this loan obligation, without notice, and the parties waive any rights to privacy it may have with respect to such matters; (c) the purchaser of a loan will be considered its absolute owner and will have all the rights granted under the loan documents or agreements governing the sale of the loan; (d) the purchaser of a loan may enforce its interests irrespective of any claims or defenses that the parties may have against Lender; and (e) to waive all notices of sale of the loan, as well as all notices of any repurchase, and all rights of offset or counterclaim that the parties have now or later against Lender or against any purchaser of the loan.

FACSIMILE AND COUNTERPART. This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

DOCUMENT DELIVERY AND ELECTRONIC TRANSMISSION OF DOCUMENTS. Each party or person signing this agreement (referred to in this paragraph as "you") agrees that Lender may, in its sole discretion, rely upon any document, report, financial statement, tax return, agreement or other communication ("Document") physically delivered to Lender by mail, hand delivery or delivery service which Lender in good faith believed was sent by you or any of your representatives or employees. Similarly, Lender may, in its sole discretion, rely upon any Document sent by email, facsimile or other electronic means to Lender which Lender in good faith believed was sent by you or any of your representatives or employees. Lender may treat the Document as genuine and authorized to the same extent as if it was an original document validly executed or authenticated as genuine by you. Lender may from time to time in its sole discretion reject any such Document and require a signed original, or require you to provide acceptable authentication of any such Document before accepting or relying on same. You understand and acknowledge that there is a risk that Documents sent by electronic means may be viewed or received by unauthorized persons, and you agree that by sending Documents by electronic means, you shall be deemed to have authorized Lender to rely upon such Documents and to disclose such Documents to its employees, agents, contractors, and other authorized persons.

**PROMISSORY NOTE
(Continued)**

Page 4

Lender, Borrower and Guarantor also agree not to, without Lender's prior written consent, enter into any community property agreement which alters the separate or community property character of any of such party's property. For the purpose of this provision, "Married Person" means a person in a spousal relationship and shall include parties to a duly registered and/or legally recognized same-sex civil union, domestic partnership, and other terms, whether or not gender-specific in a spousal relationship, that denote spousal relationship, as those terms are used throughout the laws, codes and regulations of states and/or jurisdictions that recognize legally married same-sex couples, civil unions and/or domestic partnerships, and any references herein to a married person or marital status shall be deemed to also include the applicable corresponding term, or other reference relating to a party to a civil union or domestic partnership.

SECURITY INTEREST AND RIGHT OF SETOFF. In addition to all liens upon and rights of setoff arising by law, Borrower pledges and grants to Lender as security for Borrower's indebtedness and obligations under the Note (excluding any consumer obligations subject to the Federal Truth In Lending Act) a security interest and lien upon all monies, securities, securities accounts, brokerage accounts, deposit accounts and other property of Borrower now or hereafter in the possession of or on deposit with Lender or any Wells Fargo affiliate, whether held in a general or special account or for safekeeping or otherwise, excluding however all IRA and Keogh accounts. No security interest, lien or right of setoff will be deemed to have been waived by any act or conduct on the part of Lender, or by any neglect to exercise such right, or by any delay in so doing, and every right of setoff, lien and security interest will continue in full force and effect until specifically waived or released by Lender in writing.

LOAN FEE AUTHORIZATION. Borrower shall pay to Lender any and all fees as specified in the "Disbursement Request and Authorization" executed by Borrower in connection with this Note. Such fees are non-refundable and shall be due and payable in full immediately upon Borrower's execution of this Note.

ADDITIONAL EVENTS OF DEFAULT. In addition to the Events of Default described herein, the following shall be an Event of Default if applicable: (i) Borrower, any Guarantor or any grantor of collateral fails to comply with any terms or conditions of any agreement with Lender or any Wells Fargo Affiliate; (ii) Borrower or any Guarantor revokes or disputes the validity of any of its liabilities or obligations under any Note, related agreement, or any other agreement with Lender or any Wells Fargo Affiliate; (iii) any change in ownership of an aggregate of twenty-five percent (25%) or more of the common stock, members' equity or other ownership interest in Borrower or any general partner of Borrower or any Guarantor, (iv) the withdrawal, resignation or expulsion of any one or more of the general partners in Borrower or any Guarantor with an aggregate ownership interest in Borrower or such Guarantor of twenty-five percent (25%) or more; or (v) Borrower or any Guarantor or any chairman, CEO, CFO, president, manager or general partner of Borrower or any Guarantor, nor any officer, member, or shareholder with an ownership interest of 25% or more of Borrower or any Guarantor, has been or is convicted of a felony. For purposes of this provision Wells Fargo Affiliate shall mean Wells Fargo & Company and any present or future subsidiary of Wells Fargo & Company.

EXECUTION OF DOCUMENTS, CONSULTATION WITH COUNSEL. Each party hereto acknowledges and agrees that he/she/it has had an opportunity to review and consider the terms and provisions of this agreement and each related loan document, to consult with counsel of his/her/its choice, if desired, and to suggest changes to the structure and terms of the agreements. Each party hereto warrants and agrees that his/her/its execution of this agreement and any related loan documents is made voluntarily and with full knowledge of the significance and effect of such agreements.

ARBITRATION AGREEMENT. Arbitration - Binding Arbitration. Lender and each party to this agreement hereby agree, upon demand by any party, to submit any Dispute to binding arbitration in accordance with the terms of this Arbitration Program. Arbitration may be demanded before the institution of a judicial proceeding, or during a judicial proceeding, but not more than 60 days after service of a complaint, third party complaint, cross-claim, or any answer thereto, or any amendment to any of such pleadings. A "Dispute" shall include any dispute, claim or controversy of any kind, whether in contract or in tort, legal or equitable, now existing or hereafter arising, relating in any way to any aspect of this agreement, or any related note, instrument or agreement incorporating this Arbitration Program (the "Documents"), or any renewal, extension, modification or refinancing of any indebtedness or obligation relating thereto, including without limitation, their negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination, or any request for additional credit. This provision is a material inducement for the parties entering into the transactions relating to this Agreement. In the event of a court ordered arbitration, the party requesting arbitration shall be responsible for timely filing the demand for arbitration and paying the appropriate filing fee within 30 days of the abatement order or the time specified by the court; the party's failure to do so shall result in that party's right to demand arbitration being automatically terminated with respect to such Dispute. DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES IRREVOCABLY AND VOLUNTARILY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARBITRATED PURSUANT TO THIS ARBITRATION PROGRAM.

A. Governing Rules. Any arbitration proceeding will (i) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (ii) be conducted by the American Arbitration Association ("AAA"), or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs, in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes are referred to herein, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Arbitration proceedings hereunder shall be conducted at a location mutually agreeable to the parties, or if they cannot agree, then at a location selected by the AAA in the state of the applicable substantive law primarily governing the Note. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute. The arbitrator shall award all costs and expenses of the arbitration proceeding.

B. No Waiver of Provisional Remedies, Self-Help and Foreclosure. The arbitration requirement does not limit the right of any party to (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any Dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.

C. Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any Dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided, however, that all three arbitrators

a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the applicable state rules of civil procedure, or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

D. Discovery. In any arbitration proceeding discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the Dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

E. Class Proceedings and Consolidations. No party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, except parties to this agreement, or any contract, instrument or document relating to this agreement, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

F. Small Claims Court. Any party may require that a Dispute be resolved in Small Claims Court if the Dispute and related claims are fully within that court's jurisdiction.

G. Real Property Collateral. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property and the Dispute is governed by the laws of California, Connecticut, Idaho, Kansas, Montana, Nevada, South Dakota, Virginia or Utah, unless any conditions for arbitration that may be set forth in the mortgage or deed of trust are satisfied; if any such Disputes are not referred to arbitration, then any provision in such mortgage or deed of trust providing for referral of Disputes to a referee or master under the laws of California, Connecticut, Idaho, Kansas, Montana, Nevada, South Dakota, Virginia or Utah shall be applicable to such Disputes.

H. State Specific Provisions:

If Delaware, Pennsylvania or Virginia law governs the Dispute, the following provision is applicable if there is a Confession of Judgment in the Note, any Guaranty, or Related Documents: **Confession of Judgment.** Notwithstanding anything herein to the contrary, the arbitration requirement does not limit or preclude the right of Lender to confess judgment pursuant to a warrant of attorney provision set forth in the Note, any Guaranty, or Related Documents. No party shall have the right to demand binding arbitration of any claim, dispute or controversy seeking to (i) strike-off or open a judgment obtained by confession pursuant to a warrant of attorney contained in the Note, any Guaranty, or Related Documents, or (ii) challenge the waiver of a right to prior notice and a hearing before judgment is entered, or after judgment is entered, but before execution upon the judgment. Any claims, disputes or controversies challenging the confession of judgment shall be commenced and prosecuted in accordance with the procedures set forth, and in the forum specified by the applicable state rules of civil procedure or other applicable law.

If Maryland law governs the Dispute, the following provision is applicable if there is a Confession of Judgment in the Note, any Guaranty, or Related Documents: **Confession of Judgment.** Notwithstanding anything herein to the contrary, the arbitration requirement does not limit or preclude the right of Lender to confess judgment, and no party shall have the right to demand binding arbitration of any claim, dispute or controversy seeking to open a judgment obtained by confession. Nothing herein, including the arbitration requirement, shall limit the right of any party to foreclose judicially or non-judicially against any real or personal property collateral, or exercise judicial or non-judicial power of sale rights. No provision regarding submission to a jurisdiction and/or venue in any court or the waiver of any right to trial by jury is intended or shall be construed to be in derogation of the provisions for arbitration of any dispute. Any claim or counterclaim or defense raised in connection with Lender's exercise of any rights set forth in the Note, any Guaranty, or Related Documents shall be subject to the arbitration requirement.

If South Carolina law governs the Dispute, the following provision is included: **WAIVER OF JURY TRIAL.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, WITHOUT INTENDING IN ANY WAY TO LIMIT THE PARTIES' AGREEMENT TO ARBITRATE ANY DISPUTE AS SET FORTH IN THIS AGREEMENT, TO THE EXTENT ANY DISPUTE IS NOT SUBMITTED TO ARBITRATION OR IS DEEMED BY THE ARBITRATOR OR BY ANY COURT WITH JURISDICTION TO BE NOT ARBITRABLE OR NOT REQUIRED TO BE ARBITRATED, LENDER AND EACH PARTY TO THIS AGREEMENT WAIVE TRIAL BY JURY IN RESPECT OF ANY SUCH DISPUTE AND ANY ACTION ON SUCH DISPUTE. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY LENDER AND EACH PARTY, AND LENDER AND EACH PARTY HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE LOAN DOCUMENTS. LENDER AND EACH PARTY TO THIS AGREEMENT ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. EACH PARTY FURTHER REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

I. Miscellaneous. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the Dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a Dispute, the arbitration provision most directly related to the documents between the parties or the subject matter of the Dispute shall control. This arbitration provision shall survive the repayment of the Note and the termination, amendment or expiration of any of the Documents or any relationship between the parties.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may utilize

**PROMISSORY NOTE
(Continued)**

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

APACHE COUNTY

By: _____
Tom M. White Jr., Chairman of Apache County

By: _____
Delwin Wengert, County Manager of Apache County



200166027717900240

DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$508,000.00	04-18-2013	04-01-2018			2102687182	P0157	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.

Borrower: Apache County
75 West Cleveland
St Johns, AZ 85936

Lender: Wells Fargo Bank, National Association
Phoenix Business Banking
100 West Washington, 20th Floor
Phoenix, AZ 85003

LOAN TYPE. This is a Fixed Rate (3.000%) Nondisclosable Loan to a Government Entity for \$508,000.00 due on April 1, 2018.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

- Personal, Family, or Household Purposes or Personal Investment.
- Business (Including Real Estate Investment).

SPECIFIC PURPOSE. The specific purpose of this loan is: Fixed Assets or Intangibles.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$508,000.00 as follows:

Other Disbursements:	\$505,500.00
\$505,500.00 Undisbursed	
Total Financed Prepaid Finance Charges:	\$2,500.00
\$2,500.00 Commitment Fee	
Note Principal:	\$508,000.00

FACSIMILE AND COUNTERPART. This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED APRIL 18, 2013.

BORROWER:

APACHE COUNTY

By: _____
Tom M. White Jr., Chairman of Apache County

By: _____
Delwin Wengert, County Manager of Apache County

WELLS FARGO U.S. CONSUMER PRIVACY NOTICE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$508,000.00	04-18-2013	04-01-2018			2102687182	P0157	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has text omitted due to text length limitations.							

Borrower: Apache County
75 West Cleveland
St Johns, AZ 85936

Lender: Wells Fargo Bank, National Association
Phoenix Business Banking
100 West Washington, 20th Floor
Phoenix, AZ 85003

BBG-MKT6784 (10-12)

FACTS: WHAT DOES WELLS FARGO DO WITH YOUR PERSONAL INFORMATION?

Why? Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What? The types of personal information we collect and share depend on the product or service you have with us. This information can include:
- Social Security number and employment information
- account balances and transaction history
- credit history and investment experience

How? All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Wells Fargo chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information

For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.

Does Wells Fargo share? Yes. Can you limit this sharing? No

For our marketing purposes - with service providers we use to offer our products and services to you (please see below to limit the ways in which we contact you).

Does Wells Fargo share? Yes. Can you limit this sharing? No

For joint marketing with other financial companies.

Does Wells Fargo share? No. Can you limit this sharing? We don't share

For our affiliates' everyday business purposes - information about your transactions and experiences.

Does Wells Fargo share? Yes. Can you limit this sharing? No

For our affiliates' everyday business purposes - information about your creditworthiness.

Does Wells Fargo share? Yes. Can you limit this sharing? Yes

For our affiliates to market to you.

Does Wells Fargo share? Yes. Can you limit this sharing? Yes

For nonaffiliates to market to you.

Does Wells Fargo share? No. Can you limit this sharing? We don't share

To limit our sharing

- Call 1-888-528-8460-our menu will prompt you through your choices

- Online banking customers - log on to a secure session at wells Fargo.com, and choose "Change Privacy Preferences" under the "Account Services" tab. **Please note:** If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we can continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

To limit direct marketing

- To limit our direct marketing to you by mail or telephone, call 1-888-528-8460--our menu will prompt you through your choices

- Online banking customers - log on to a secure session at wells Fargo.com, and choose "Change Privacy Preferences" under the "Account Services" tab.

Please note: A Do Not Call election is effective for five years (or while you are an active consumer customer, if longer). The Do Not Mail election is effective for three years. You may continue to receive marketing information in regular account mailings and statements, when you visit us online or at an ATM. You may also be contacted to service your account or participate in surveys. If you have an assigned client manager or team, they may continue to contact you to assist you in managing your portfolio or account relationship.

Questions? Call 1-800-TO-WELLS (1-800-869-3557) or go to wells Fargo.com/privacy_security

Who we are

Who is providing this notice? Wells Fargo U.S. companies that use Wells Fargo in their names and other companies listed in the Wells Fargo U.S. legal entities section.

What we do

How does Wells Fargo protect my personal information? To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information visit wells Fargo.com/privacy_security

How does Wells Fargo collect my personal information? We collect your personal information, for example, when you:

- open an account or make deposits or withdrawals from your accounts
- apply for a loan or use your credit or debit card

WELLS FARGO U.S. CONSUMER PRIVACY NOTICE
(Continued)

Page 2

- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

What happens when I limit sharing for an account I hold jointly with someone else? Your choices will apply individually unless you tell us otherwise. Any account holder may express a privacy preference on behalf of the other joint account holders.

Definitions

Affiliates Companies related by common ownership or control. They can be financial and non-financial companies.

- Our affiliates include financial companies with Wells Fargo in their name such as Wells Fargo Bank, N.A., Wells Fargo Insurance, Inc., and Wells Fargo Advisors, LLC.

Nonaffiliates Companies not related by common ownership or control. They can be financial and non-financial companies.

- Wells Fargo does not share with nonaffiliates so they can market to you.

Joint marketing A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- Wells Fargo does not jointly market.

Other important information

Important Notice about Credit Reporting: We may report information about your account(s) to credit bureaus and/or consumer reporting agencies. Late payments, missed payments, or other defaults on your account(s) may be reflected in your credit report and/or consumer report.

Do Not Call Policy. This Privacy Policy constitutes Wells Fargo's Do Not Call Policy under the Telephone Consumer Protection Act for all consumers. Wells Fargo maintains an internal Do Not Call preference list. Do Not Call requests will be honored within 30 days and will be effective for at least five years from the date of request. No telemarketing calls will be made to residential or cellular phone numbers that appear on the Wells Fargo Do Not Call list.

Nevada residents: We are providing you this notice pursuant to state law. You may be placed on our internal Do Not Call List by following the directions in the To limit direct marketing section. For more information contact us at 1-800-869-3557; nevadanoticeinfo@wellsfargo.com, or Wells Fargo, P.O. Box 5277, Sioux Falls, SD 57117-5277. Or contact the Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; 702-486-3132; BCPINFO@ag.state.nv.us.

Vermont: We automatically treat customers with a Vermont mailing address as having limited sharing with our affiliates as provided on page one.

Trust or fiduciary accounts for which Wells Fargo is the trustee or service provider, including employer-sponsored retirement accounts, are protected under special rules of confidentiality. Information on these accounts is not shared for marketing purposes without specific consent.

Wells Fargo Advisors Financial Advisors: If your financial advisor's affiliation with Wells Fargo Advisors ends and they join a non-affiliated securities broker-dealer, your financial advisor may be permitted to use limited information to contact you to join their new firm, as a usual means to continue to service and maintain your accounts. The information they may use is limited to your name, address, email address, phone number and account title.

Wells Fargo U.S. legal entities and businesses covered by this notice

Wells Fargo U.S. banks and companies with "Wells Fargo" in their names, including Wells Fargo Advisors, LLC; Wells Fargo Bank, N.A. doing business as Flatiron Capital; as well as American Mortgage Network, LLC, doing business as Vertice; and Abbot Downing, a Wells Fargo Business.

This Privacy Disclosure also describes the privacy practices of First Clearing, LLC ("First Clearing"), which is an affiliated clearing firm of Wells Fargo Advisors, LLC. First Clearing does not market to holders of accounts carried by First Clearing or provide information regarding such accounts or regarding your creditworthiness to other Wells Fargo companies for their own marketing or everyday business purposes, and the choices in this notice do not apply to First Clearing.

The following legal entities and businesses are not covered by this notice and have separate privacy notices:

- any non-bank company with "Wells Fargo Financial" in its name
- Wells Fargo Financial National Bank
- the Wells Fargo Advantage Funds
- Wells Fargo Advisors Financial Network, LLC
- any insurance company, insurance agency, or insurance brokerage or other company, which has its own privacy disclosures
- businesses which have provided a separate privacy notice governing specific accounts or relationships

AMORTIZATION SCHEDULE

Principal \$508,000.00	Loan Date 04-18-2013	Maturity 04-01-2018	Loan No	Call / Coll	Account 2102687182	Officer P0157	Initials
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: Apache County
75 West Cleveland
St Johns, AZ 85936

Lender: Wells Fargo Bank, National Association
Phoenix Business Banking
100 West Washington, 20th Floor
Phoenix, AZ 85003

Disbursement Date: April 18, 2013
Interest Rate: 3.000

Repayment Schedule: Principal+Interest
Calculation Method: 365/360 U.S. Rule

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	04-01-2014	14,732.00	14,732.00	0.00	508,000.00
2	04-01-2014	101,600.00	0.00	101,600.00	406,400.00
2014 TOTALS:		116,332.00	14,732.00	101,600.00	
3	04-01-2015	12,361.33	12,361.33	0.00	406,400.00
4	04-01-2015	101,600.00	0.00	101,600.00	304,800.00
2015 TOTALS:		113,961.33	12,361.33	101,600.00	
5	04-01-2016	9,296.40	9,296.40	0.00	304,800.00
6	04-01-2016	101,600.00	0.00	101,600.00	203,200.00
2016 TOTALS:		110,896.40	9,296.40	101,600.00	
7	04-01-2017	6,180.67	6,180.67	0.00	203,200.00
8	04-01-2017	101,600.00	0.00	101,600.00	101,600.00
2017 TOTALS:		107,780.67	6,180.67	101,600.00	
9	04-01-2018	104,690.33	3,090.33	101,600.00	0.00
TOTALS:		553,660.73	45,660.73	508,000.00	

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.



200166027717900315

GOVERNMENTAL CERTIFICATE

Principal \$508,000.00	Loan Date 04-18-2013	Maturity 04-01-2018	Loan No	Call / Coll	Account 2102687182	Officer P0157	Initials
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Entity: Apache County
75 West Cleveland
St Johns, AZ 85936

Lender: Wells Fargo Bank, National Association
Phoenix Business Banking
100 West Washington, 20th Floor
Phoenix, AZ 85003

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE ENTITY'S EXISTENCE. The complete and correct name of the governmental entity is Apache County ("Entity"). The Entity is a governmental entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws and regulations of the State of Arizona. The Entity has the full power and authority to own its properties and to transact the business and activities in which it is presently engaged or presently proposes to engage. The Entity maintains an office at 75 West Cleveland, St Johns, AZ 85936. The Entity shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of the Entity and any other governmental or quasi-governmental authority or court applicable to the Entity and the Entity's business activities.

CERTIFICATES ADOPTED. At a meeting of the appropriate governing body of the Entity, duly called and held on _____, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Certificate were adopted.

OFFICIALS. The following named persons is an Officials of Apache County:

<u>NAMES</u>	<u>TITLES</u>	<u>AUTHORIZED</u>	<u>ACTUAL SIGNATURES</u>
Tom M. White Jr.	Chairman	Y X	_____
Delwin Wengert	County Manager	Y X	_____

ACTIONS AUTHORIZED. Any two (2) of the authorized persons listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Entity. Specifically, but without limitation, any two (2) of such authorized persons is authorized, empowered, and directed to do the following for and on behalf of the Entity:

Borrow Money. To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Entity and Lender, such sum or sums of money as in their judgment should be borrowed, without limitation.

Execute Notes. To execute and deliver to Lender the promissory note or notes, or other evidence of the Entity's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Entity's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

Grant Security. To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Entity or in which the Entity now or hereafter may have an interest, including without limitation all of the Entity's real property and all of the Entity's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Entity to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

Execute Security Documents. To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances. Notwithstanding the foregoing, any one of the above authorized persons may execute, deliver, or record financing statements.

Deposit Accounts. To open one or more depository accounts in the Entity's name and sign and deliver all documents or items required to fulfill the conditions of all banking business, including without limitation the initiation of wire transfers, until authority is revoked by action of the Entity on written notice to Lender.

Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Entity or in which the Entity may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Entity's account with Lender, or to cause such other disposition of the proceeds derived therefrom as they may deem advisable.

Further Acts. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform any and all acts, duties, and obligations which may be required to carry out the terms of such lines of credit.

**GOVERNMENTAL CERTIFICATE
(Continued)**

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ASSUMED BUSINESS NAMES. The Entity has filed or recorded all documents or filings required by law relating to all assumed business names used by the Entity. Excluding the name of the Entity, the following is a complete list of all assumed business names under which the Entity does business: **None.**

NOTICES TO LENDER. The Entity will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Entity's name; (B) change in the Entity's assumed business name(s); (C) change in the structure of the Entity; (D) change in the authorized signer(s); (E) change in the Entity's principal office address; (F) change in the Entity's principal residence; or (G) change in any other aspect of the Entity that directly or indirectly relates to any agreements between the Entity and Lender.

FACSIMILE AND COUNTERPART. This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

OTHER ACTIONS (RESOLUTIONS/AUTHORIZATIONS). In addition to the actions authorized above, the authorized person listed above is also authorized, empowered and directed to contract for the issuance by Lender of letters of credit, and to enter into any "swap agreement" (as defined in 11 U.S.C. Section 101) with Lender.

CERTIFICATION CONCERNING OFFICIALS AND CERTIFICATES. The Officials named above is duly elected, appointed, or employed by or for the Entity, as the case may be, and occupy the positions set opposite their respective names. This Certificate now stands of record on the books of the Entity, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Certificate and performed prior to the passage of this Certificate are hereby ratified and approved. This Certificate shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Entity's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, we have hereunto set our hand and attest that the signatures set opposite the names listed above is their genuine signatures.

We each have read all the provisions of this Certificate, and we each personally and on behalf of the Entity certify that all statements and representations made in this Certificate are true and correct. This Governmental Certificate is dated April 18, 2013.

CERTIFIED TO AND ATTESTED BY:

X _____
Tom M. White Jr., Chairman of Apache County

X _____
Delwin Wengert, County Manager of Apache County

NOTE: If the Officials signing this Certificate is designated by the foregoing document as one of the officials authorized to act on the Entity's behalf, it is advisable to have this Certificate signed by at least one non-authorized official of the Entity.



200166027717900650

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$508,000.00	04-18-2013	04-01-2018			2102687182	P0157	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "*****" has been omitted due to text length limitations.

Borrower: Apache County
75 West Cleveland
St Johns, AZ 85936

Lender: Wells Fargo Bank, National Association
Phoenix Business Banking
100 West Washington, 20th Floor
Phoenix, AZ 85003

Principal Amount: \$508,000.00

Date of Note: April 18, 2013

PROMISE TO PAY. Apache County ("Borrower") promises to pay to Wells Fargo Bank, National Association ("Lender"), or order, in lawful money of the United States of America, the principal amount of Five Hundred Eight Thousand & 00/100 Dollars (\$508,000.00), together with interest on the unpaid principal balance from April 18, 2013, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 3.000%, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in 4 principal payments of \$101,600.00 each and one final principal and interest payment of \$104,690.33. Borrower's first principal payment is due April 1, 2014, and all subsequent principal payments are due on the same day of each year after that. In addition, Borrower will pay regular annual payments of all accrued unpaid interest due as of each payment date, beginning April 1, 2014, with all subsequent interest payments to be due on the same day of each year after that. Borrower's final payment due April 1, 2018, will be for all principal and all accrued interest not yet paid. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

EFFECTIVE RATE. Borrower agrees to an effective rate of interest that is the rate specified in this Note plus any additional rate resulting from any other charges in the nature of interest paid or to be paid in connection with this Note.

PREPAYMENT PENALTY. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Upon prepayment of this Note, Lender is entitled to the following prepayment penalty: Borrower shall pay to Lender a prepayment fee equal to (i) 3% of the amount prepaid if said payment is received within one year of the date of this instrument or agreement, (ii) 2% of the amount prepaid if said payment is received in the second year of this instrument or agreement, and (iii) 1% of the amount prepaid if said payment is received in the third year of this instrument or agreement. There shall be no prepayment fee for amounts prepaid more than three years after the date of this instrument or agreement.

Borrower acknowledges that prepayment of such amount may result in Lender incurring additional costs, expenses and/or liabilities, and that it is difficult to ascertain the full extent of such costs, expenses and/or liabilities. Each Borrower, therefore, agrees to pay the above-described prepayment fee and agrees that said amount represents a reasonable estimate of the prepayment costs, expenses and/or liabilities of Lender. If Borrower fails to pay any prepayment fee when due, the amount of such prepayment fee shall thereafter bear interest until paid at the Default Rate or, at Lender's option, the rate of interest applicable to the unpaid principal of this Note (even if no principal remains owing).

Any prepayment shall be without prejudice to Borrower's obligations under any swap agreement (as defined in 11 U.S.C. Section 101), which shall remain in full force and effect subject to the terms of such swap agreement (including provisions that may require a reduction, modification or early termination of a swap transaction, in whole or in part, in the event of such prepayment, and may require Borrower to pay any fees or other amounts for such reduction, modification or early termination), and no such fees or amounts shall be deemed a penalty hereunder or otherwise. All prepayments of principal shall be applied on the most remote principal installment or installments then unpaid. The prepayment fee shall not be applicable to any sum refinanced by Lender. Except for the foregoing, Borrower may pay all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Wells Fargo Bank, National Association, BBG-Winston-Salem Loan Ops Center, MAC #D4004-03D, Attn: Accounting, 401 Linden Street, 3rd Floor Winston Salem, NC 27101-4157.

LINE OF CREDIT. This Note evidences a straight line of credit. Once the total amount of principal has been advanced, Borrower is not entitled to further loan advances. Advances under this Note may be requested either orally or in writing by Borrower or an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs.

ADVANCE PERIOD. The availability of advances under this temporary line of credit shall terminate on April 1, 2014.

**PROMISSORY NOTE
(Continued)**

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Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. However, Borrower will only pay attorneys' fees of an attorney not Lender's salaried employee, to whom the matter is referred after Borrower's default. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Arizona without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Arizona.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

PAYMENT DUE DATE DEFERRAL. Payment invoices will be sent on a date (the "billing date") which is prior to each payment due date. If this Note is booked near or after the billing date for the first scheduled payment, Lender may, in its sole discretion, defer each scheduled payment date and/or the maturity date by one or more months.

FINANCIAL INFORMATION. All information furnished by Borrower to Lender in connection with the application for credit was true and accurate in every material respect as of the date the information was furnished, and no material facts were omitted so as to make the information incomplete or misleading. There has been no material adverse change to Borrower's financial condition since the date of the most recent submitted statement. Borrower agrees to provide to Lender, upon request, financial statements prepared in a manner and form acceptable to Lender, and copies of such tax returns and other financial information and statements as may be requested by Lender. Financial statements and tax returns submitted to Lender shall be signed and dated by Borrower and any other party preparing such financial statements or tax returns, or otherwise authenticated to Lender's satisfaction. Each financial statement shall give an accurate and complete picture of Borrower's financial condition as of the statement's date, with ownership accurately reflected. Borrower shall also furnish such other information regarding Borrower (and Borrower's general partners or members, if any), Borrower's business operations, the Collateral, and the use of loan proceeds as may be requested by Lender. Borrower warrants that all financial statements and information provided to Lender are and will be accurate, correct and complete. Borrower will permit Lender and Lender's agents and contractors to examine, audit and copy Borrower's books, accounts, records (including electronic records), and computer software programs used to generate the records, including any records in the possession of a third party, at any reasonable time upon request, and will provide to Lender copies of any records Lender requests, all at no cost to Lender.

AUTOMATIC DEBIT OF PAYMENTS. Borrower agrees to maintain Borrower's deposit account with Lender, account number 529790115, from which Lender is authorized to debit loan payments, fees and such other sums as may be payable under the Note or related loan documents as they become due with respect to this loan and any renewals and extensions of this loan, and shall keep such deposit account in good standing at all times. This authorization shall remain in full force and effect until discontinued by Lender, or until written revocation from Borrower has been received and processed by Lender at the address of Lender set out in the "PREPAYMENT" or "PREPAYMENT PENALTY" paragraph of the Promissory Note. If this authorization is revoked, or if the account is not maintained in good standing, or if Lender is not able to debit the

**PROMISSORY NOTE
(Continued)**

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to this Note and/or payment of a fee for such renewal or extension Borrower will be deemed to have accepted the terms of such extensions and renewals if Borrower does not deliver to Lender written rejection of such renewal or extension within 10 days following the date of the written notice of such changes, or if Borrower draws additional funds following receipt of such notice. After any renewal or extension of Borrower's obligations under this Note, the term "maturity date" as used in this Note will mean the new maturity date set forth in the written notice of extension or renewal of this Note. The Note may be modified, extended and renewed repeatedly in this manner.

LINE ADVANCES. Notwithstanding anything to the contrary, requests for advances communicated to any office of Lender by any person believed by Lender in good faith to be authorized to make the request, whether written, verbal, telephonic or electronic, may be acted upon by Lender, and Borrower will be liable for sums advanced by Lender pursuant to such request. Such requests for advances shall be deemed authorized by Borrower, and Lender shall not be liable for such advances made in good faith, and with respect to advances deposited to the credit of any deposit account of Borrower, such advances, when so deposited, shall be conclusively presumed to have been made to or for the benefit of Borrower regardless of the fact that persons other than those authorized to request advances may have authority to draw against such account.

Lender may in its discretion allow Borrower to request and receive advances even if applicable loan conditions are not satisfied, and/or the advance results in violation of loan agreements or covenants, and even though the advance may cause the principal balance to exceed the maximum principal amount of the Note. In such cases, Lender shall not be deemed to have waived such loan conditions, requirements or covenants, and Lender may strictly enforce all such loan conditions, requirements and covenants at any time in its discretion. If at any time the outstanding balance of the Note should exceed the maximum principal amount available to Borrower under the Note, then Lender may require Borrower to immediately make a payment in an amount sufficient to reduce the principal balance to an amount which does not exceed said maximum principal amount.

Borrower agrees to indemnify and hold Lender harmless from and against all damages, liabilities, costs and expenses (including attorney's fees) arising out of any claim by Borrower or any third party against Lender in connection with Lender's performance of advances as described above.

CREDIT BUREAU INQUIRIES. The parties hereto, and each individual signing below in a representative capacity, agree that Lender may obtain business and/or personal credit reports and tax returns on each of them in their individual capacities.

APPLICATION OF PAYMENTS. Notwithstanding the application of payment provided in the Payment section of this Note, unless otherwise agreed, all sums received from Borrower may be applied to interest, fees, principal, or any other amounts due to Lender in any order at Lender's sole discretion. If a final payment amount is set out in the Payment section of this Note, Borrower understands that it is an estimate, and that the actual final payment amount will depend upon when payments are received and other factors.

DEFAULT RATE. At Lender's option and without prior notice, upon default or at any time during the pendency of any event of default under the Note or any related loan documents, Lender may impose a default rate of interest (the "Default Rate") equal to the pre-default interest rate plus four percent per annum, not to exceed the maximum lawful rate. If the pre-default rate is a floating or adjustable rate based upon an Index, it will continue to float or adjust on the same periodic schedule, and the Default Rate will be a variable rate per annum equal to the applicable Index plus the pre-default margin plus four percent, not to exceed the maximum lawful rate. The Default Rate shall remain in effect until the default has been cured and that fact has been communicated to and confirmed by Lender. Lender may, from time to time in its discretion, adjust or reamortize payments to take into account changes in the interest rate. Lender shall give written notice to Borrower of Lender's imposition of the Default Rate, except that if the Note is not paid at maturity, Lender may impose the Default Rate from the maturity date to the date paid in full without notice. Lender's imposition of the Default Rate shall not constitute an election of remedies or otherwise limit Lender's rights concerning other remedies available to Lender as a result of the occurrence of an event of default. In the event of a conflict between the provisions of this paragraph and any other provision of the Note or any related agreement, the provisions of this paragraph shall control. If a default rate is prohibited by applicable law, then the pre-default rate (including periodic rate adjustments for floating or adjustable rates) shall continue to apply after default or maturity.

FURTHER ASSURANCES. The undersigned agrees to (i) do all things deemed necessary by Lender in order to fully document the loan evidenced by the Note and any related agreements, and will fully cooperate concerning the execution and delivery of security agreements, stock powers, instructions and/or other documents pertaining to any collateral intended to secure the Indebtedness, (ii) assist in the cure of any defects in the execution, delivery or substance of the Note and related agreements, and in the creation and perfection of any liens, security interests or other collateral rights securing the Note, and (iii) pay Lender immediately upon demand the full amount of all charges, costs and expenses (to include fees paid to third parties) expended or incurred by Lender to monitor Lender's interest in any real or personal property pledged as collateral for the Note, including without limitation all costs of appraisals.

CONSENT TO SELL LOAN. The parties hereto agree: (a) Lender may sell or transfer all or part of this loan to one or more purchasers, whether related or unrelated to Lender, without notice and without the consent of the parties; (b) Lender may provide to any purchaser, or potential purchaser, any information or knowledge Lender may have about the parties or about any other matter relating to this loan obligation, without notice, and the parties waive any rights to privacy it may have with respect to such matters; (c) the purchaser of a loan will be considered its absolute owner and will have all the rights granted under the loan documents or agreements governing the sale of the loan; (d) the purchaser of a loan may enforce its interests irrespective of any claims or defenses that the parties may have against Lender; and (e) to waive all notices of sale of the loan, as well as all notices of any repurchase, and all rights of offset or counterclaim that the parties have now or later against Lender or against any purchaser of the loan.

FACSIMILE AND COUNTERPART. This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

DOCUMENT DELIVERY AND ELECTRONIC TRANSMISSION OF DOCUMENTS. Each party or person signing this agreement (referred to in this paragraph as "you") agrees that Lender may, in its sole discretion, rely upon any document, report, financial statement, tax return, agreement or other communication ("Document") physically delivered to Lender by mail, hand delivery or delivery service which Lender in good faith believed was sent by you or any of your representatives or employees. Similarly, Lender may, in its sole discretion, rely upon any Document sent by email, facsimile or other electronic means to Lender which Lender in good faith believed was sent by you or any of your representatives or employees. Lender may treat the Document as genuine and authorized to the same extent as if it was an original document validly executed or authenticated as genuine by you. Lender may from time to time in its sole discretion reject any such Document and require a signed original, or require you to provide acceptable authentication of any such Document before accepting or relying on same. You understand and acknowledge that there is a risk that Documents sent by electronic means may be viewed or received by unauthorized persons, and you agree that by sending

**PROMISSORY NOTE
(Continued)**

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Lender, Borrower and Guarantor also agree not to, without Lender's prior written consent, enter into any community property agreement which alters the separate or community property character of any of such party's property. For the purpose of this provision, "Married Person" means a person in a spousal relationship and shall include parties to a duly registered and/or legally recognized same-sex civil union, domestic partnership, and other terms, whether or not gender-specific in a spousal relationship, that denote spousal relationship, as those terms are used throughout the laws, codes and regulations of states and/or jurisdictions that recognize legally married same-sex couples, civil unions and/or domestic partnerships, and any references herein to a married person or marital status shall be deemed to also include the applicable corresponding term, or other reference relating to a party to a civil union or domestic partnership.

SECURITY INTEREST AND RIGHT OF SETOFF. In addition to all liens upon and rights of setoff arising by law, Borrower pledges and grants to Lender as security for Borrower's indebtedness and obligations under the Note (excluding any consumer obligations subject to the Federal Truth In Lending Act) a security interest and lien upon all monies, securities, securities accounts, brokerage accounts, deposit accounts and other property of Borrower now or hereafter in the possession of or on deposit with Lender or any Wells Fargo affiliate, whether held in a general or special account or for safekeeping or otherwise, excluding however all IRA and Keogh accounts. No security interest, lien or right of setoff will be deemed to have been waived by any act or conduct on the part of Lender, or by any neglect to exercise such right, or by any delay in so doing, and every right of setoff, lien and security interest will continue in full force and effect until specifically waived or released by Lender in writing.

LOAN FEE AUTHORIZATION. Borrower shall pay to Lender any and all fees as specified in the "Disbursement Request and Authorization" executed by Borrower in connection with this Note. Such fees are non-refundable and shall be due and payable in full immediately upon Borrower's execution of this Note.

ADDITIONAL EVENTS OF DEFAULT. In addition to the Events of Default described herein, the following shall be an Event of Default if applicable: (i) Borrower, any Guarantor or any grantor of collateral fails to comply with any terms or conditions of any agreement with Lender or any Wells Fargo Affiliate; (ii) Borrower or any Guarantor revokes or disputes the validity of any of its liabilities or obligations under any Note, related agreement, or any other agreement with Lender or any Wells Fargo Affiliate; (iii) any change in ownership of an aggregate of twenty-five percent (25%) or more of the common stock, members' equity or other ownership interest in Borrower or any general partner of Borrower or any Guarantor, (iv) the withdrawal, resignation or expulsion of any one or more of the general partners in Borrower or any Guarantor with an aggregate ownership interest in Borrower or such Guarantor of twenty-five percent (25%) or more; or (v) Borrower or any Guarantor or any chairman, CEO, CFO, president, manager or general partner of Borrower or any Guarantor, nor any officer, member, or shareholder with an ownership interest of 25% or more of Borrower or any Guarantor, has been or is convicted of a felony. For purposes of this provision Wells Fargo Affiliate shall mean Wells Fargo & Company and any present or future subsidiary of Wells Fargo & Company.

EXECUTION OF DOCUMENTS, CONSULTATION WITH COUNSEL. Each party hereto acknowledges and agrees that he/she/it has had an opportunity to review and consider the terms and provisions of this agreement and each related loan document, to consult with counsel of his/her/its choice, if desired, and to suggest changes to the structure and terms of the agreements. Each party hereto warrants and agrees that his/her/its execution of this agreement and any related loan documents is made voluntarily and with full knowledge of the significance and effect of such agreements.

ARBITRATION AGREEMENT. Arbitration - Binding Arbitration. Lender and each party to this agreement hereby agree, upon demand by any party, to submit any Dispute to binding arbitration in accordance with the terms of this Arbitration Program. Arbitration may be demanded before the institution of a judicial proceeding, or during a judicial proceeding, but not more than 60 days after service of a complaint, third party complaint, cross-claim, or any answer thereto, or any amendment to any of such pleadings. A "Dispute" shall include any dispute, claim or controversy of any kind, whether in contract or in tort, legal or equitable, now existing or hereafter arising, relating in any way to any aspect of this agreement, or any related note, instrument or agreement incorporating this Arbitration Program (the "Documents"), or any renewal, extension, modification or refinancing of any indebtedness or obligation relating thereto, including without limitation, their negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination, or any request for additional credit. This provision is a material inducement for the parties entering into the transactions relating to this Agreement. In the event of a court ordered arbitration, the party requesting arbitration shall be responsible for timely filing the demand for arbitration and paying the appropriate filing fee within 30 days of the abatement order or the time specified by the court; the party's failure to do so shall result in that party's right to demand arbitration being automatically terminated with respect to such Dispute. DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES IRREVOCABLY AND VOLUNTARILY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARBITRATED PURSUANT TO THIS ARBITRATION PROGRAM.

A. Governing Rules. Any arbitration proceeding will (i) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (ii) be conducted by the American Arbitration Association ("AAA"), or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs, in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes are referred to herein, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Arbitration proceedings hereunder shall be conducted at a location mutually agreeable to the parties, or if they cannot agree, then at a location selected by the AAA in the state of the applicable substantive law primarily governing the Note. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute. The arbitrator shall award all costs and expenses of the arbitration proceeding.

B. No Waiver of Provisional Remedies, Self-Help and Foreclosure. The arbitration requirement does not limit the right of any party to (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any Dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.

C. Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any Dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however that all three arbitrators

PROMISSORY NOTE
(Continued)

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a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the applicable state rules of civil procedure, or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

D. Discovery. In any arbitration proceeding discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the Dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

E. Class Proceedings and Consolidations. No party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, except parties to this agreement, or any contract, instrument or document relating to this agreement, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

F. Small Claims Court. Any party may require that a Dispute be resolved in Small Claims Court if the Dispute and related claims are fully within that court's jurisdiction.

G. Real Property Collateral. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property and the Dispute is governed by the laws of California, Connecticut, Idaho, Kansas, Montana, Nevada, South Dakota, Virginia or Utah, unless any conditions for arbitration that may be set forth in the mortgage or deed of trust are satisfied; if any such Disputes are not referred to arbitration, then any provision in such mortgage or deed of trust providing for referral of Disputes to a referee or master under the laws of California, Connecticut, Idaho, Kansas, Montana, Nevada, South Dakota, Virginia or Utah shall be applicable to such Disputes.

H. State Specific Provisions:

If Delaware, Pennsylvania or Virginia law governs the Dispute, the following provision is applicable if there is a Confession of Judgment in the Note, any Guaranty, or Related Documents: **Confession of Judgment.** Notwithstanding anything herein to the contrary, the arbitration requirement does not limit or preclude the right of Lender to confess judgment pursuant to a warrant of attorney provision set forth in the Note, any Guaranty, or Related Documents. No party shall have the right to demand binding arbitration of any claim, dispute or controversy seeking to (i) strike-off or open a judgment obtained by confession pursuant to a warrant of attorney contained in the Note, any Guaranty, or Related Documents, or (ii) challenge the waiver of a right to prior notice and a hearing before judgment is entered, or after judgment is entered, but before execution upon the judgment. Any claims, disputes or controversies challenging the confession of judgment shall be commenced and prosecuted in accordance with the procedures set forth, and in the forum specified by the applicable state rules of civil procedure or other applicable law.

If Maryland law governs the Dispute, the following provision is applicable if there is a Confession of Judgment in the Note, any Guaranty, or Related Documents: **Confession of Judgment.** Notwithstanding anything herein to the contrary, the arbitration requirement does not limit or preclude the right of Lender to confess judgment, and no party shall have the right to demand binding arbitration of any claim, dispute or controversy seeking to open a judgment obtained by confession. Nothing herein, including the arbitration requirement, shall limit the right of any party to foreclose judicially or non-judicially against any real or personal property collateral, or exercise judicial or non-judicial power of sale rights. No provision regarding submission to a jurisdiction and/or venue in any court or the waiver of any right to trial by jury is intended or shall be construed to be in derogation of the provisions for arbitration of any dispute. Any claim or counterclaim or defense raised in connection with Lender's exercise of any rights set forth in the Note, any Guaranty, or Related Documents shall be subject to the arbitration requirement.

If South Carolina law governs the Dispute, the following provision is included: **WAIVER OF JURY TRIAL.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, WITHOUT INTENDING IN ANY WAY TO LIMIT THE PARTIES' AGREEMENT TO ARBITRATE ANY DISPUTE AS SET FORTH IN THIS AGREEMENT, TO THE EXTENT ANY DISPUTE IS NOT SUBMITTED TO ARBITRATION OR IS DEEMED BY THE ARBITRATOR OR BY ANY COURT WITH JURISDICTION TO BE NOT ARBITRABLE OR NOT REQUIRED TO BE ARBITRATED, LENDER AND EACH PARTY TO THIS AGREEMENT WAIVE TRIAL BY JURY IN RESPECT OF ANY SUCH DISPUTE AND ANY ACTION ON SUCH DISPUTE. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY LENDER AND EACH PARTY, AND LENDER AND EACH PARTY HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE LOAN DOCUMENTS. LENDER AND EACH PARTY TO THIS AGREEMENT ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. EACH PARTY FURTHER REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

I. Miscellaneous. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the Dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a Dispute, the arbitration provision most directly related to the documents between the parties or the subject matter of the Dispute shall control. This arbitration provision shall survive the repayment of the Note and the termination, amendment or expiration of any of the Documents or any relationship between the parties.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral or impair, fail to realize, or otherwise affect the value of the collateral or any other asset.

**PROMISSORY NOTE
(Continued)**

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PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

APACHE COUNTY

By: Tom M. White Jr., Chairman of Apache County

By: Delwin Wengert, County Manager of Apache County



200166027717900240

DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$508,000.00	04-18-2013	04-01-2018			2102687182	P0157	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "*****" has been omitted due to text length limitations.

Borrower: Apache County
75 West Cleveland
St Johns, AZ 85936

Lender: Wells Fargo Bank, National Association
Phoenix Business Banking
100 West Washington, 20th Floor
Phoenix, AZ 85003

LOAN TYPE. This is a Fixed Rate (3.000%) Nondisclosable Loan to a Government Entity for \$508,000.00 due on April 1, 2018.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

- Personal, Family, or Household Purposes or Personal Investment.
 Business (Including Real Estate Investment).

SPECIFIC PURPOSE. The specific purpose of this loan is: Fixed Assets or Intangibles.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$508,000.00 as follows:

Other Disbursements:	
\$505,500.00 Undisbursed	\$505,500.00
Total Financed Prepaid Finance Charges:	
\$2,500.00 Commitment Fee	\$2,500.00
Note Principal:	\$508,000.00

FACSIMILE AND COUNTERPART. This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED APRIL 18, 2013.

BORROWER:

APACHE COUNTY

By: Tom M. White Jr., Chairman of Apache County

By: Delwin Wengert, County Manager of Apache County



200166027717900315

GOVERNMENTAL CERTIFICATE

Principal \$508,000.00	Loan Date 04-18-2013	Maturity 04-01-2018	Loan No	Call / Coll	Account 2102687182	Officer P0157	Initials
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Entity: Apache County
75 West Cleveland
St Johns, AZ 85936

Lender: Wells Fargo Bank, National Association
Phoenix Business Banking
100 West Washington, 20th Floor
Phoenix, AZ 85003

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE ENTITY'S EXISTENCE. The complete and correct name of the governmental entity is Apache County ("Entity"). The Entity is a governmental entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws and regulations of the State of Arizona. The Entity has the full power and authority to own its properties and to transact the business and activities in which it is presently engaged or presently proposes to engage. The Entity maintains an office at 75 West Cleveland, St Johns, AZ 85936. The Entity shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of the Entity and any other governmental or quasi-governmental authority or court applicable to the Entity and the Entity's business activities.

CERTIFICATES ADOPTED. At a meeting of the appropriate governing body of the Entity, duly called and held on _____ at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Certificate were adopted.

OFFICIALS. The following named persons is an Officials of Apache County:

<u>NAMES</u>	<u>TITLES</u>	<u>AUTHORIZED</u>		<u>ACTUAL SIGNATURES</u>
Tom M. White Jr.	Chairman	Y	X	_____
Delwin Wengert	County Manager	Y	X	_____

ACTIONS AUTHORIZED. Any two (2) of the authorized persons listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Entity. Specifically, but without limitation, any two (2) of such authorized persons is authorized, empowered, and directed to do the following for and on behalf of the Entity:

Borrow Money. To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Entity and Lender, such sum or sums of money as in their judgment should be borrowed, without limitation.

Execute Notes. To execute and deliver to Lender the promissory note or notes, or other evidence of the Entity's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Entity's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

Grant Security. To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Entity or in which the Entity now or hereafter may have an interest, including without limitation all of the Entity's real property and all of the Entity's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Entity to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

Execute Security Documents. To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances. Notwithstanding the foregoing, any one of the above authorized persons may execute, deliver, or record financing statements.

Deposit Accounts. To open one or more depository accounts in the Entity's name and sign and deliver all documents or items required to fulfill the conditions of all banking business, including without limitation the initiation of wire transfers, until authority is revoked by action of the Entity on written notice to Lender.

Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Entity or in which the Entity may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Entity's account with Lender, or to cause such other disposition of the proceeds derived therefrom as they may deem advisable.

Further Acts. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things as may be necessary to carry out the purposes of this certificate.

GOVERNMENTAL CERTIFICATE
(Continued)

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ASSUMED BUSINESS NAMES. The Entity has filed or recorded all documents or filings required by law relating to all assumed business names used by the Entity. Excluding the name of the Entity, the following is a complete list of all assumed business names under which the Entity does business: **None.**

NOTICES TO LENDER. The Entity will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Entity's name; (B) change in the Entity's assumed business name(s); (C) change in the structure of the Entity; (D) change in the authorized signer(s); (E) change in the Entity's principal office address; (F) change in the Entity's principal residence; or (G) change in any other aspect of the Entity that directly or indirectly relates to any agreements between the Entity and Lender.

FACSIMILE AND COUNTERPART. This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

OTHER ACTIONS (RESOLUTIONS/AUTHORIZATIONS). In addition to the actions authorized above, the authorized person listed above is also authorized, empowered and directed to contract for the issuance by Lender of letters of credit, and to enter into any "swap agreement" (as defined in 11 U.S.C. Section 101) with Lender.

CERTIFICATION CONCERNING OFFICIALS AND CERTIFICATES. The Officials named above is duly elected, appointed, or employed by or for the Entity, as the case may be, and occupy the positions set opposite their respective names. This Certificate now stands of record on the books of the Entity, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Certificate and performed prior to the passage of this Certificate are hereby ratified and approved. This Certificate shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Entity's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, we have hereunto set our hand and attest that the signatures set opposite the names listed above is their genuine signatures.

We each have read all the provisions of this Certificate, and we each personally and on behalf of the Entity certify that all statements and representations made in this Certificate are true and correct. This Governmental Certificate is dated April 18, 2013.

CERTIFIED TO AND ATTESTED BY:

X _____
Tom M. White Jr., Chairman of Apache County

X _____
Delwin Wengert, County Manager of Apache County

NOTE: If the Officials signing this Certificate is designated by the foregoing document as one of the officials authorized to act on the Entity's behalf, it is advisable to have this Certificate signed by at least one non-authorized official of the Entity.

WELLS FARGO U.S. CONSUMER PRIVACY NOTICE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$508,000.00	04-18-2013	04-01-2018			2102687182	P0157	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.

Borrower: Apache County
75 West Cleveland
St Johns, AZ 85936

Lender: Wells Fargo Bank, National Association
Phoenix Business Banking
100 West Washington, 20th Floor
Phoenix, AZ 85003

BBG-MKT6784 (10-12)

FACTS: WHAT DOES WELLS FARGO DO WITH YOUR PERSONAL INFORMATION?

Why? Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What? The types of personal information we collect and share depend on the product or service you have with us. This information can include:
 - Social Security number and employment information
 - account balances and transaction history
 - credit history and investment experience

How? All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Wells Fargo chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information

For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.

Does Wells Fargo share? Yes. Can you limit this sharing? No

For our marketing purposes - with service providers we use to offer our products and services to you (please see below to limit the ways in which we contact you).

Does Wells Fargo share? Yes. Can you limit this sharing? No

For joint marketing with other financial companies.

Does Wells Fargo share? No. Can you limit this sharing? We don't share

For our affiliates' everyday business purposes - information about your transactions and experiences.

Does Wells Fargo share? Yes. Can you limit this sharing? No

For our affiliates' everyday business purposes - information about your creditworthiness.

Does Wells Fargo share? Yes. Can you limit this sharing? Yes

For our affiliates to market to you.

Does Wells Fargo share? Yes. Can you limit this sharing? Yes

For nonaffiliates to market to you.

Does Wells Fargo share? No. Can you limit this sharing? We don't share

To limit our sharing

- Call 1-888-528-8460-our menu will prompt you through your choices
 - Online banking customers - log on to a secure session at wells Fargo.com, and choose "Change Privacy Preferences" under the "Account Services" tab. **Please note:** If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we can continue to share your information as described in this notice.
- However, you can contact us at any time to limit our sharing.

To limit direct marketing

- To limit our direct marketing to you by mail or telephone, call 1-888-528-8460--our menu will prompt you through your choices
- Online banking customers - log on to a secure session at wells Fargo.com, and choose "Change Privacy Preferences" under the "Account Services" tab.

Please note: A Do Not Call election is effective for five years (or while you are an active consumer customer, if longer). The Do Not Mail election is effective for three years. You may continue to receive marketing information in regular account mailings and statements, when you visit us online or at an ATM. You may also be contacted to service your account or participate in surveys. If you have an assigned client manager or team, they may continue to contact you to assist you in managing your portfolio or account relationship.

Questions? Call 1-800-TO-WELLS (1-800-869-3557) or go to wells Fargo.com/privacy_security

Who we are

Who is providing this notice? Wells Fargo U.S. companies that use Wells Fargo in their names and other companies listed in the Wells Fargo U.S. legal entities section.

What we do

How does Wells Fargo protect my personal information? To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information visit wells Fargo.com/privacy_security

How does Wells Fargo collect my personal information? We collect your personal information, for example, when you:

- open an account or make deposits or withdrawals from your accounts
- apply for a loan or use your credit or debit card

- seek advice about your investments.

WELLS FARGO U.S. CONSUMER PRIVACY NOTICE (Continued)

Page 2

- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

What happens when I limit sharing for an account I hold jointly with someone else? Your choices will apply individually unless you tell us otherwise. Any account holder may express a privacy preference on behalf of the other joint account holders.

Definitions

Affiliates Companies related by common ownership or control. They can be financial and non-financial companies.

- Our affiliates include financial companies with Wells Fargo in their name such as Wells Fargo Bank, N.A., Wells Fargo Insurance, Inc., and Wells Fargo Advisors, LLC.

Nonaffiliates Companies not related by common ownership or control. They can be financial and non-financial companies.

- Wells Fargo does not share with nonaffiliates so they can market to you.

Joint marketing A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- Wells Fargo does not jointly market.

Other important information

Important Notice about Credit Reporting: We may report information about your account(s) to credit bureaus and/or consumer reporting agencies. Late payments, missed payments, or other defaults on your account(s) may be reflected in your credit report and/or consumer report.

Do Not Call Policy. This Privacy Policy constitutes Wells Fargo's Do Not Call Policy under the Telephone Consumer Protection Act for all consumers. Wells Fargo maintains an internal Do Not Call preference list. Do Not Call requests will be honored within 30 days and will be effective for at least five years from the date of request. No telemarketing calls will be made to residential or cellular phone numbers that appear on the Wells Fargo Do Not Call list.

Nevada residents: We are providing you this notice pursuant to state law. You may be placed on our internal Do Not Call List by following the directions in the To limit direct marketing section. For more information contact us at 1-800-869-3557; nevadanoticeinfo@wellsfargo.com, or Wells Fargo, P.O. Box 5277, Sioux Falls, SD 57117-5277. Or contact the Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; 702-486-3132; BCPINFO@ag.state.nv.us.

Vermont: We automatically treat customers with a Vermont mailing address as having limited sharing with our affiliates as provided on page one.

Trust or fiduciary accounts for which Wells Fargo is the trustee or service provider, including employer-sponsored retirement accounts, are protected under special rules of confidentiality. Information on these accounts is not shared for marketing purposes without specific consent.

Wells Fargo Advisors Financial Advisors: If your financial advisor's affiliation with Wells Fargo Advisors ends and they join a non-affiliated securities broker-dealer, your financial advisor may be permitted to use limited information to contact you to join their new firm, as a usual means to continue to service and maintain your accounts. The information they may use is limited to your name, address, email address, phone number and account title.

Wells Fargo U.S. legal entities and businesses covered by this notice

Wells Fargo U.S. banks and companies with "Wells Fargo" in their names, including Wells Fargo Advisors, LLC; Wells Fargo Bank, N.A. doing business as Flatiron Capital; as well as American Mortgage Network, LLC, doing business as Vertice; and Abbot Downing, a Wells Fargo Business.

This Privacy Disclosure also describes the privacy practices of First Clearing, LLC ("First Clearing"), which is an affiliated clearing firm of Wells Fargo Advisors, LLC. First Clearing does not market to holders of accounts carried by First Clearing or provide information regarding such accounts or regarding your creditworthiness to other Wells Fargo companies for their own marketing or everyday business purposes, and the choices in this notice do not apply to First Clearing.

The following legal entities and businesses are not covered by this notice and have separate privacy notices:

- any non-bank company with "Wells Fargo Financial" in its name
- Wells Fargo Financial National Bank
- the Wells Fargo Advantage Funds
- Wells Fargo Advisors Financial Network, LLC
- any insurance company, insurance agency, or insurance brokerage or other company, which has its own privacy disclosures
- businesses which have provided a separate privacy notice governing specific accounts or relationships

AMORTIZATION SCHEDULE

Principal \$508,000.00	Loan Date 04-18-2013	Maturity 04-01-2018	Loan No	Call / Coll	Account 2102687182	Officer P0157	Initials
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References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.

Borrower: Apache County
75 West Cleveland
St Johns, AZ 85936

Lender: Wells Fargo Bank, National Association
Phoenix Business Banking
100 West Washington, 20th Floor
Phoenix, AZ 85003

Disbursement Date: April 18, 2013
Interest Rate: 3.000

Repayment Schedule: Principal+Interest
Calculation Method: 365/360 U.S. Rule

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	04-01-2014	14,732.00	14,732.00	0.00	508,000.00
2	04-01-2014	101,600.00	0.00	101,600.00	406,400.00
2014 TOTALS:		116,332.00	14,732.00	101,600.00	
3	04-01-2015	12,361.33	12,361.33	0.00	406,400.00
4	04-01-2015	101,600.00	0.00	101,600.00	304,800.00
2015 TOTALS:		113,961.33	12,361.33	101,600.00	
5	04-01-2016	9,296.40	9,296.40	0.00	304,800.00
6	04-01-2016	101,600.00	0.00	101,600.00	203,200.00
2016 TOTALS:		110,896.40	9,296.40	101,600.00	
7	04-01-2017	6,180.67	6,180.67	0.00	203,200.00
8	04-01-2017	101,600.00	0.00	101,600.00	101,600.00
2017 TOTALS:		107,780.67	6,180.67	101,600.00	
9	04-01-2018	104,690.33	3,090.33	101,600.00	0.00
TOTALS:		553,660.73	45,660.73	508,000.00	

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

Ryan Patterson

From: Joe Young <JYoung@apachelaw.net>
Sent: Monday, April 22, 2013 3:37 PM
To: Ryan Patterson
Subject: RE: Apache County Purchasing Policy - 11-8-11

The amendments may be made if the board approves.

From: Ryan Patterson [rpatterson@co.apache.az.us]
Sent: Monday, April 22, 2013 6:32 AM
To: Joe Young
Subject: Apache County Purchasing Policy - 11-8-11

Hello Joe,

Attached is a revision on the purchasing policy to adjust written bid requirements from \$10,000 to \$50,000. Could you please review it as I'd like to get it on the agenda for next time.

Thanks,
Ryan



Apache County
Purchasing Policy



INTRODUCTION

The purchasing policy is to promote efficient use of financial resources and minimize administrative time, cost, and effort. An effective purchasing system allows the County to identify the goods and services required for County operations and acquire them as economically as possible within acceptable standards of quality.

The County has developed internal controls over purchasing that provide adequate authorization of and accountability for County expenditures and ensures that procurement policies are consistent with legal requirements and sound business practices.

The purchasing policies and procedures have been developed in sufficient detail to identify the responsibilities, duties, and tasks of employees.

LEGAL REQUIREMENTS

The legal requirements governing County purchasing policies and procedures are primarily derived from the Arizona Revised Statutes (A.R.S.).

1. The Board of Supervisors has the exclusive power to contract for the County. The County may cancel any contract within three years of execution without penalty or further obligation if any person involved in initiating, negotiating, securing, drafting, or creating the contract on the County's behalf is, or becomes, an employee, agent, or consultant of the other parties to the contract. The cancellation is effective when all other parties to the contract receive written notice, unless the notice specifies a later time. Notice of this legal provision must be included in every contract to which the County is a party. A.R.S. §§11-201 and 38-511

2. The County must use sealed, competitive bidding procedures for purchases of supplies, materials, equipment and contractual services, except professional services, with an estimated cost exceeding \$50,000. A.R.S. §11-254.01, 41-2535 and 41-2501(C) ~~\$10,000. A.R.S. §11-254.01~~

The following are exceptions to the requirement:

- a. Sole source purchasing: A contract may be awarded for materials, goods, services or construction items without competition, if the department head determines in writing that there is only one source for the required submission of cost or pricing data in connection with an award under this section. Sole source purchasing shall be avoided except when no reasonable alternative sources exist. A written determination of the basis for the sole source purchasing shall be included in the contract file. A.R.S. §41-2536
- b. Emergency purchasing: Notwithstanding any other purchasing policy, the Board of Supervisors by a two-thirds vote may make or authorize others to make emergency procurements if there exists a threat to public health, welfare or safety or if a situation exists which makes compliance with section A.R.S. §41-2533, 41-2534, 41-2578, 41-2579 or 41-2581 impracticable, unnecessary or contrary to the public interest as defined in rules adopted by the Board, except that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency



and for the selection of the particular contractor shall be included in the contract file.

- c. Search & Rescue: Notwithstanding any other purchasing policy, the Sheriff may make or authorize others to make Search and Rescue procurements if there exists a threat to public health, welfare or safety, or if a situation exists which makes compliance with A.R.S. §41-2533, 41-2534, 41-2578, 41-2579 or 41-2581 impracticable, unnecessary or contrary to the public interest as defined in rules adopted by the Board of Supervisors, except that such Search and Rescue procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the Search and Rescue and for the selection of the particular contractor shall be included in the contract file.
- d. Purchases of \$50,000 or less shall be made using the following procedures as recommended by the Auditor General A.R.S. §11-254.01, 41-2535 and 41-2501(c):
- Elected officials and department heads may approve purchases costing less than \$5,000. The elected official or department head must use reasonable efforts to obtain the lowest and best price.
 - The finance department may approve purchases costing at least \$5,000 but less than \$35,000. Requesting department should obtain at least three written price quotations prior to PO being issued.
 - The County Manager may approve purchases costing at least \$35,000 but not more than \$50,000. Requesting department should obtain a least three written price quotations.
 - The Board of Supervisors shall approve all purchases for services \$50,000 and above. The purchase must have sealed competitive bids and department will provide the bid specifications to the Clerk of the Board of Supervisors.
- d. ~~Purchases of \$10,000 or less shall be made using the following procedures as recommended by the Auditor General A.R.S. §11-254.01:~~
- ~~• For purchases costing more than \$4999.00 but less than the amount prescribed by statute for sealed bids, (\$10,000.00) the Elected Official or Department Head must obtain written price quotes from three or more vendors.~~
 - ~~• For purchases costing more than \$2999.00 but less than \$5000.00, the Elected Official or Department Head must obtain oral price quotations from three or more vendors. The Elected Official or Department Head will record the oral quotes and present them with the purchase order.~~
 - The vendors contacted and their price quotations should be indicated on, or attached to, the file copy of the purchase order. If three quotations cannot be obtained, the County should also document the vendors contacted who did not offer price quotations and the reason why they did not. If a vendor is selected because of reasons other than the lowest price, such as quality of the product or work to be performed, the reasons must be fully documented.
 - The invitation for price quotes must be issued in sufficient time before the purchase is made and in sufficient detail to permit free competition. Normally, ten working days is sufficient time



APACHE COUNTY PURCHASING POLICY

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- For purchases of \$2999.00 or less, the department head must use reasonable efforts to obtain the lowest and best price. All purchases over \$500 shall be made by purchase order.

The only exceptions to this are:

1. Professional services
2. Jury and witness fees
3. Travel
4. Utilities and communications (telephone, gas, electricity)
5. Postage
6. Uniforms
7. Indigent medical expenses
8. Maintenance agreements
9. Library books
10. Subscription renewals

3. Professional Services A.R.S. §11-254.01

- Professional services shall not be purchased by sealed bids or proposals, but will be negotiated between the Elected Official or Department Head which requires the service and the professional or professionals.
- Persons or businesses engaged in providing the service(s) required, shall submit written statements of qualifications and expressions of interest in providing such service(s) to the Elected Official or Department Head.
- The Elected Official or Department Head will recommend to the Board of Supervisors the professional service provider to which a contract should be awarded, after considering the qualifications and making a determination that the compensation is fair and reasonable.
- The written statements of qualifications and expressions of interest shall be maintained with the contract file.

4. The County may enter into an annual cooperative procurement agreement with the State Procurement Office that allows them to purchase goods or services from any vendor on the state contract. The County may also enter into a written cooperative purchasing agreement with a federal agency. A.R.S. §§41-2632 and 41-2634. A list of these agreements is on file in the Finance Department.

5. The County may enter into agreements with one or more public agencies to make joint purchases. The County may also form separate legal entities, including nonprofit corporations, to contract or perform some or all of the services specified in the contract or agreement. If a separate legal entity is formed, the contract or agreement must specify its precise organization, composition, title, and nature. Any agreement with another public entity must specify the following: duration; purpose; method of financing, establishing, and maintaining a budget; method of accomplishing the agreement's partial or complete termination; method for disposing of property on termination; and any other necessary matters. The County Attorney must review the agreement. A.R.S. §11-952



APACHE COUNTY PURCHASING POLICY

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6. The County may enter into long-term agreements for the purchase of personal property, provided that the County includes a provision allowing it to cancel the agreement at the end of each fiscal year of the agreement. A.R.S. §11-251
7. For construction, the Board of Supervisors must award the contract to the lowest responsible bidder with a satisfactory proposal. However, preference must be given to contractors and bidders who have paid real or personal property taxes in accordance with A.R.S. §§34-241 and 34-243, over any competing contractor or bidder who has not paid such taxes, whenever the bid of the competing contractor or bidder is less than 5 percent lower. In addition, preference must be shown to bidders who furnish materials produced or manufactured in Arizona in accordance with A.R.S. §34-242 over any competing bidder who furnishes materials not produced or manufactured in Arizona whenever the bid of the competing bidder, quality and suitability considered, is less than 5 percent lower.
8. The County must use sealed, competitive bids for any building, structure, addition, or alteration if the total cost of the work, excluding materials and equipment previously acquired by bid, exceeds \$14,000 beginning in fiscal year 1994-95, adjusted each year thereafter for the annual percentage change in the GDP price deflator as defined in A.R.S. §41-563. A.R.S. §34-201.
9. The County Treasurer must disburse County monies either by a warrant issued by the Board of Supervisors or an electronic transfer authorized by the Board of Supervisors. A.R.S. §11-493
10. The County may pay claims exceeding \$500 only upon presentation of a demand, except for payment to jurors, witnesses, victims, and salaries. A.R.S. §11-621
11. At year-end, all outstanding encumbrances will be terminated after 60 days. Warrants may be issued to pay for these liabilities up to 60 days after fiscal year-end. After that, no further payments may be made for prior-year claims. A.R.S. §11-624.01 The County must pay in full for goods and services purchased on account from a nongovernmental entity within 30 days after the goods and services are received and properly billed. A.R.S. §35-342
12. The County must prepare and mail IRS 1099 Forms to vendors by January 31st. Vendors typically include independent contractors, attorneys, accountants, and other professionals to whom \$600 or more is paid in fees, commissions, and other forms of compensation. Vendors requiring 1099 forms may include individuals, partnerships, estates, and, on rare occasions, corporations. The County does not need to prepare 1099 forms for most corporations and all tax-exempt organizations. The County must also file Form 1099 with the IRS by February 28th each year. The County must also obtain taxpayer ID numbers from vendors for 1099 reporting purposes. As such, all vendors



APACHE COUNTY PURCHASING POLICY

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must have a Form W-9 with their taxpayer ID number on record with the Finance Department prior to any purchase.

13. The Board of Supervisors must not consider a demand unless prepared as prescribed in A.R.S. §11-622 and filed by the clerk at least one day prior to the session at which it is to be considered. Demands so filed shall be considered and passed upon at the next regular session after they are presented, unless for good cause the Board postpones consideration of them to a future session. A.R.S. §11-625

14. The County shall not approve or pay a demand in which a County officer is personally interested, or arising out of a contract to which a County officer while in office has been a party of or otherwise personally interested in, and such contract, claim or demand is null and void, except for official compensation of the persons in whose name it is presented. A.R.S. §11-627

15. The Board of Supervisors shall not allow a demand in favor of a person indebted to the County without first deducting such indebtedness, or in favor of an officer whose accounts have not been rendered and approved, or who has neglected or refused to make his/her official returns or report in writing, as required by law, or in favor of any officer who willfully neglects or refuses to perform the duties of his office. The Board may examine the claimant, or any other person, on oath to determine the justness of the demand. A citizen or taxpayer of the County may appear before the Board and oppose the allowance of any demand. A.R.S. §11-628

16. The Board of Supervisors must reject any demand if the demand is not a proper County charge. If the demand is a proper County charge, but larger than is just, the Board may allow the claim in part and draw a warrant for the part allowed. A.R.S. §11-629

PROCEDURES

The purchasing cycle consists of five functions: requisitioning, budgetary control, purchasing, receiving, and accounts payable. Duties must be adequately segregated among employees so that no individual performs all steps of a transaction.

Requisitioning

Generally, County departments are responsible for planning purchase requirements and communicating them to the Finance Department far enough in advance that goods may be ordered in economical quantities. A designated employee within each department should prepare the requisition forms to help ensure that they are accurately completed. Requisitions should include the following information: requesting department, date, description of items, quantity, unit cost, estimated total cost, fund, function, object code, delivery site, and date required. The required services or materials should be described on the requisition in enough detail to allow competitive purchasing. Brand or trade names and catalog numbers may be considered, but they should not be the sole determining factors in the selection process.



designated employee should review all requisitions for propriety and approve them. The requisition should be maintained on file in the Finance Department. Once the goods are ordered, the department should match its requisition against the purchase order to ensure the proper goods or services were ordered. If requisitions are prepared online, the County should have equivalent procedures to maintain evidence of applicable reviews and approvals.

Emergency Purchases

An emergency or Search and Rescue condition threatens the functioning of the County, the preservation or protection of property, or the health or safety of the County's citizens and creates an immediate and serious need for materials or services that cannot be met through normal purchasing methods. Emergency and Search and Rescue purchases should be limited to only the materials or services necessary to satisfy the emergency and Search and Rescue need.

For emergency and Search and Rescue purchases to be exempt from legal restrictions, or normal County purchasing requirements, the Board of Supervisors must determine, by at least a two-thirds vote, that an emergency exists, or existed, that requires immediate action to protect the public health or safety. A.R.S. §11-254.01

The department requesting the emergency purchase should prepare all demands attaching the minutes of the Board meeting that declared the emergency. They also must have in writing requests documenting the existence of an emergency or Search and Rescue condition and explaining the immediate purchase need. A copy of each request and amount processed under this procedure should be kept on file in the department requesting the emergency purchase and at the County Finance Department. If the nature of the emergency does not permit time to submit a written request, the department may verbally request approval for the purchase. The Finance Department may approve a written request subsequent to the purchase if:

- The emergency necessitated immediate response and it was impracticable to contact the Finance Department.
- The purchase was made with as much competition as was practicable under the circumstances.
- The price paid was reasonable given the circumstances of the emergency.

Budgetary Control

The budgetary control function is responsible for verifying that sufficient budget capacity exists before the Finance Department issues purchase orders to vendors. The budgetary control function is established within the Finance Department. The estimated cost recorded on completed requisition forms should be compared to budget capacity. If budget capacity is not sufficient for the proposed purchase, this should be noted on the requisition and the requisition should be returned to the Finance Department. If budget capacity is available, the requisition should be approved. Evidence of the budgetary check should be documented on the requisition. After receiving an approved requisition from the budgetary control function, the Finance Department should issue a purchase order to a vendor. If encumbrance accounting is used, monies should be encumbered at that time. The County should maintain records that identify monies committed for expenditures so that an unencumbered and unexpended budget balance may be determined.



APACHE COUNTY PURCHASING POLICY

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The individual departments negotiate purchases with vendors and follow up with vendors when goods are not received or are returned. The County may use several different purchasing methods. The most common method is an outright purchase through the formal purchasing process. Lease purchases and installment purchases may be used to acquire assets when feasible. Some expenditures are specifically exempted from the formal purchasing process. Exempt expenditures may include salaries and related costs, jury and witness fees, utilities, communications, and postage. Other purchases for small dollar amounts and orders that require immediate cash outlay may be paid from petty cash or by check from a revolving fund bank account. The department should select a qualified vendor based on the price quotations or bids received. The department should then complete the requisition by adding the price quotation or bid amount submitted by the selected vendor and a total cost, including tax, delivery, insurance, and other ancillary costs. If the total cost exceeds the estimate recorded on the requisition, budget capacity should again be verified.

Competitive Purchasing - The County must use sealed, competitive bidding procedures for purchases of supplies, materials, equipment, and contractual services, except professional services, with an estimated cost exceeding \$50,000

Purchases of \$50,000 or less shall be made using the following procedures as recommended by the Auditor General:

1. For purchases costing less than \$5,000, the County should use procedures providing for adequate and reasonable competition.
 2. For purchases costing at least \$5,000 but less than \$35,000, the County should obtain at least three written price quotations.
 3. For purchases costing at least \$35,000 but not more than \$50,000, the County should obtain at least three written price quotations.
- exceeding \$10,000

Purchases of \$10,000 or less shall be made using the following procedures as recommended by the Auditor General:

For purchases costing less than \$3,000, the County should use procedures providing for adequate and reasonable competition.

For purchases costing at least \$3,000 but less than \$5,000, the County should obtain at least three oral price quotations.

For purchases costing at least \$5,000 but not more than \$10,000, the County should obtain at least three written price quotations.

Purchases greater than \$9,999 must be signed by an Elected Official or Department Head.

Whether to request an oral or written price quotation is determined by analyzing the known requirements for an item or a collection of items that, in the aggregate, may result in the purchase of the item(s), above the applicable threshold, from one vendor. The vendors contacted and their price quotations should be written on or attached to the file copy of the purchase order. If three price quotations cannot be obtained, the County should also document the vendors contacted who did not offer price quotations and, if known, the reasons they did not.



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vendor is selected because of reasons other than the lowest price, such as quality of the product or work to be performed, the reasons should be fully documented. The invitation for price quotations should be issued in sufficient time before the purchase is made and in sufficient detail to allow vendors to respond. An exception to the above guidelines for price competition may be made in the event of an emergency.

When the County determines that a purchase meets the criteria requiring that it be bid, the County must issue the invitation for bids and specifications in sufficient time before the purchase is made and in sufficient detail to permit free competition.

Notice of the invitation for bids must be published in a newspaper and should be published in the notice in the official newspaper of the County. The official newspaper of the County is that to which the County annually awards the contract for advertising publications and printing required by the County pursuant to the requirements in A.R.S. §11-255.

Note that unless otherwise specified in law, written notice must be published in a daily paper four consecutive times or a weekly paper once each week for two consecutive weeks. A.R.S. §39-204 The County must retain an affidavit attached to a copy of the published notice from the newspaper as proof of the publication. A.R.S. §39-205

Copies of the invitation and specifications must be supplied to and bids must be solicited from qualified sources consistent with the item to be purchased as determined by the County purchasing agent. Those sources include all qualified suppliers who, before the invitation is issued, notify the Finance Department in writing that they desire to bid on materials, supplies, equipment, or contractual services. A.R.S. §11-254.01

Bids must be opened publicly at the time and place stated in the invitation. On Board approval, the County purchasing agent must make awards with reasonable promptness by giving written notice to the qualified bidder whose bid conforms to the invitation and whose bid is the most advantageous to the County concerning price, conformity to the specifications, and other factors. The Board may reject all bids if rejection is in the public interest. A.R.S. §11-254.01

Construction

The County must use sealed, competitive bids for any building, structure, addition, or alteration if the total cost of the work, excluding materials and equipment previously acquired by bid, exceeds \$14,000 beginning in fiscal year 1994-95, adjusted each year for inflation. A.R.S. §34 201(C)

The County must, upon acceptance and approval of the working drawings and specifications, publish a notice to contractors of intention to receive bids and contract for the proposed work. A.R.S. §34-201

The notice must state:

- The nature of the work required, the type, purpose, and location of the proposed building, and where the plans, specifications, and full information as to the proposed work may be obtained.
- That those contractors desiring to submit proposals may obtain copies of full or partial sets of plans and specifications for estimate on request or by appointment. The return of the plans and specifications must be guaranteed by a deposit, which must be refunded on return of the plans and specifications in good condition.



- That a certified check, cashier's check, or surety bond must accompany every proposal for ten percent of the amount of the proposed bid as a guarantee that the contractor will enter into a contract to perform the proposal in accordance with the plans and specifications. The certified check, cashier's check, or surety bond must be returned to the contractors whose proposals are not accepted and to the successful contractor on the execution of a satisfactory bond and contract. However, A.R.S. §34-201 discusses in detail the following exceptions to soliciting bids for construction contracts:
 - Construction of public buildings or additions or alterations to public buildings by inmates of the institution and County employees. A.R.S. §34-201(B)
 - Construction of recreational projects including trails, playgrounds, ballparks, and other similar facilities, excluding buildings, structures, and building additions using volunteer workers or workers provided by a nonprofit organization, subject to limitations on the project's cost. A.R.S. §34-201(F)

Construction contracts must be awarded to preferred bidders, as defined in A.R.S. §§34-241 through 243, whenever the bid is within five percent of the lowest bid. The amount of any applicable sales or use tax must not be a factor in determining the lowest bidder if a competing bidder is not subject to sales or use tax. A.R.S. §34-243.01. The Board of Supervisors may reject any or all construction proposals. It may also withhold the award for any reason it determines. A.R.S. §34-201. However, before any contract is executed for construction of a public building, the contractor must furnish the Board of Supervisors with the following bonds made payable to the County. The County should review A.R.S. §34-222 for specifics.

- A performance bond equal to the full contract amount to ensure performance in accordance with the contract's plans, specifications, and conditions.
- A payment bond equal to the full contract amount for the protection of claimants supplying labor or materials to the contractor or his subcontractors in the performance of the work provided for in the contract.

When the Board of Supervisors enters into a construction contract with the selected bidder, the terms of payment must include the following:

- The Board must retain ten percent of all estimates as a guarantee for complete performance of the contract. The monies retained must be paid to the contractor within 60 days after completion or filing notice of completion of the contract. A.R.S. §34-221(B)(2) and (B)(5)
- Instead of the retention explained above, the Board may accept certain securities described in A.R.S. §34-221 in an amount equal to ten percent of all estimates that will be retained by the Board as a guarantee for complete performance of the contract. A.R.S. §34-221(B)(5)
- The County may make progress payments on contracts of less than 90 days and must make monthly progress payments on all other contracts. The progress payments, less any applicable monies retained, must be made within 14 days after the work estimate is certified and approved. A.R.S. §34-221(B)(2)



- When the contract is 50 percent completed, the County may pay one-half of the amount retained, including any securities substituted, on the contractor's request, if the contractor is making satisfactory progress on the contract and there is no specific cause or claim requiring a greater amount to be retained. After the contract is 50 percent completed and if the contractor is making satisfactory progress, no more than 5 percent of any subsequent progress payments may be retained. However, if at any time the County determines that satisfactory progress is not being made, ten percent retention must be reinstated for all progress payments made under the contract after that determination. A.R.S. §34-221(B)(3)
- On completion and acceptance, payment may be made in full, including retained percentages, less authorized deductions. A.R.S. §34-221(B)(4) In addition, the County should refer to A.R.S. Title 34, Chapter 6 for specific requirements relating to services from architects, assayers, engineers, geologists, and landscape architects, and for construction and land surveying.

Professional Services

The Board of Supervisors must adopt written procedures for the procurement of professional services other than those specified in A.R.S. Title 34. A.R.S. §11-254.01 (See A.R.S Title 34 for exceptions to these following procedures):

1. Professional services shall not be purchased by sealed bids or proposals, but will be negotiated between the head of the department which requires the service(s) and the professional(s).
2. Persons or businesses engaged in providing the service(s) required, shall submit written statements of qualifications and expressions of interest in providing such service(s) to the department head.
3. The department head will recommend to the Board of Supervisors the professional services provider to which a contract should be awarded after considering the qualifications and making a determination that the compensation is fair and reasonable.
4. The written statements of qualifications and expressions of interest shall be maintained with the contract file.

Vendor Selection

The County should establish criteria for selecting vendors to ensure that each vendor is a legitimate, established business; is financially responsible; and is able to meet the County's requirements, including but not limited to, proper permits. When a new vendor is being considered, the County may wish to contact the Better Business Bureau, local Chamber of Commerce, or former customers for references. Prices paid to vendors should be periodically reviewed to evaluate the competitiveness of the purchasing function. All County governing board members, officers, and employees are required to complete or update conflict-of-interest statements annually, if any changes exist. A.R.S. §38-503. The County may purchase limited supplies, materials, and equipment from a member of the Board of Supervisors without using public competitive bidding procedures. These purchases are limited to \$300 in any single transaction and no more than \$1,000 annually from any Board of Supervisors member. The policy to allow such purchases is to allow the County to purchase goods and services from a member of the Board of Supervisors without using public competitive bidding procedures.

**Purchase Orders**

Purchase orders should be pre-numbered. These procedures provide control over copy distribution and facilitate purchase order filing. Purchase orders should include the County name, pre-numbered purchase order number, account code, date prepared, vendor, County department, expected delivery date, destination, quantity, description, unit, unit price, total cost, and an authorizing signature and date. An authorized employee should prepare and sign the purchase order. Open purchase orders should be closed at the end of the fiscal year. The accounts payable personnel should maintain an open purchase order file for all outstanding purchase orders. This file should be reviewed periodically to investigate all unmatched or outstanding purchase orders.

Blanket Purchase Orders - The County may use blanket purchase orders for items, such as auto parts, office supplies, and gasoline that are purchased on a recurring basis from the same vendor within a specified time frame. Procedures for preparing, approving, and processing blanket purchase orders are subject to the same internal controls as standard purchase orders. A blanket purchase order should also state a specific time period that the purchase order is in effect and a maximum dollar limit. Invoice amounts paid against a blanket purchase order should be deducted from the total limit to determine the unexpended balance remaining. The County should periodically review open blanket purchase orders and investigate and cancel purchase orders outstanding for more than the specified time period. All blanket purchase orders must be closed with the vendor at year-end and new blanket purchase orders should be issued.

Lease Agreements - Lease agreements are classified as either operating or capital leases (also known as lease purchase agreements). An operating lease is an agreement between a lessee and a lessor for the use of an asset. Title of ownership does not pass to the lessee in an operating lease. Under the provisions of a capital lease, title to the asset passes to the lessee at the end of the lease term. All lease agreements are subject to competitive purchasing requirements. The County may require a requisition and purchase order to be prepared at the inception of the lease agreement and at the beginning of each subsequent fiscal year. The accounts payable personnel should process payments in the same manner as invoices for purchases of goods and services. However, the current portion of a capital lease payable should be encumbered in its entirety at the start of the fiscal year.

Lease-Purchase Agreements - A lease-purchase agreement must be executed for a period of one fiscal year only and allow the County to continue the agreement for succeeding one-year periods until the purchase is completed. The Board of Supervisors may cancel any lease-purchase agreement by giving written notice to the seller. Title to the equipment remains with the seller until full payment has been made. A.R.S. §§11-651, 11-652, and 11-653. The County may also enter into lease-purchase agreements for real property and improvements to real property. The agreement may not extend beyond 25 years. In addition to lease-purchases, the County may enter into other long-term agreements for the purchase of personal property, provided that a provision is included allowing the County to cancel the agreement at the end of each fiscal year of the agreement. A.R.S. §11-251



Installment Purchase Contracts - Installment purchase contracts are similar to capital leases in that the contract requires a specified number of periodic payments. Title may pass at the time the property is transferred, after a specified number of payments, or following the final payment. A requisition and purchase order should be prepared at the initiation of the installment purchase contract to check for sufficient budgetary capacity to make the current year's payments. For budgetary control purposes, a new requisition and purchase order should be prepared in each subsequent year of the installment purchase contract. The current portion of the contract should be encumbered at the beginning of each fiscal year. Vendor invoices for installment purchase contracts should be processed by the accounts payable personnel in the same manner as invoices for other purchases of goods and services.

Receiving

Each department should designate employees within certain departments to perform the receiving function. Receiving personnel should inspect goods to verify that they meet County specifications and note any damaged goods. The goods should be counted, weighed, or measured, and the quantities received should be recorded on the receiving report. The employee receiving the goods is responsible for signing and dating the receiving report. After delivery, the receiving personnel submit the receiving report to the Finance Department with applicable shipping documents, such as a bill of lading or packing slip. The receiving personnel retain a copy of the receiving report. If goods received are damaged, of substandard quality, or otherwise unsatisfactory, the Finance Department should initiate a request for a credit memo from the vendor. Return shipments are documented by recording the date, vendor name, quantity, description, purchase order number, and other pertinent information. A receipt should be obtained from the vendor or independent carrier for all return shipments. Additionally, all documents relating to the return shipment should be submitted to the Finance Department. The employee responsible for procuring the services or planning the project prepares such receiving reports. Receiving reports are to be signed, dated, and submitted to the Finance Department.

Accounts Payable

All demands or purchase orders must be submitted to the Finance Department by Monday at 12:00pm in order to be included in the current week's run. The Finance Department verifies that all supporting documents are attached, mathematically accurate and that fund distribution is appropriate. All out-of-state vendors are identified for Use Tax Reporting purposes. In addition, all capital assets are identified for proper recording within the capital asset records.

Demands and purchase orders are input into the computer system and a report of all inputs is printed. The Finance Department reconciles what was input into the system with the demand or purchase order to confirm accuracy. An outstanding invoice report is printed and signed by the Finance Department. An open invoice report is printed and given to the Clerk of the Board for the Board's signatures. The checks are printed and disbursed by separate individuals.

The Finance Department maintains and continually updates accounts payable records. Monthly statements from vendors are periodically reconciled to the accounts payable records.



The Finance Department should periodically review accounts payables in the accounting records for debit balances, and investigate and resolve such balances.

The County must issue warrants in a timely manner to comply with statute and ensure that vendor discounts may be taken. A.R.S. §35-342 requires that the County pay in full for goods and services received from a nongovernmental entity within 30 days after receipt of the goods and services and written notice of the amount due. If the County fails to do so, it must pay interest on the outstanding balance at the rate prescribed in A.R.S. §44-1201 until the account is paid in full, unless a good faith dispute exists as to the obligation to pay all or a portion of the account. After warrants are issued to the vendor, invoices are canceled to prevent duplicate payment. This may be accomplished by stamping the invoice with the date of payment and recording the warrant number on it. The canceled invoice, with its attached supporting documentation, is filed in a paid invoice file by vendor. Signature Authorization Sheets must contain a list of employees that are authorized to approve purchase orders and demands for each department and should be submitted to the Finance Department.

Payments on Demand

The County may make payments exceeding \$500 on presentation of a demand. A "demand," as used within the statute, refers primarily to a claim. Claims for goods or services must be submitted in writing. A.R.S. §§11-621 and 11-622 A County may not pay a demand unless it is received within 6 months after the goods have been received or the services have been performed. Payments due to jurors and witnesses, official salaries, and amounts not exceeding \$500 may be paid without presentation of a demand. The required supporting documentation consists of a purchase order, receiving report, and an itemized invoice. A.R.S. §§11-621 and 11-622

The Board's minutes must contain the following demand payment information: the demand number, presenter, amount, and paying fund. The minutes must also contain the following warrant information: warrant number, payee, amount, and purpose of payment. A.R.S. §11-623. The Board's published minutes must report all approved demands and warrants in excess of \$1,000. Published minutes must also report multiple demands and warrants under \$1,000 that were for a single supplier or individual whose cumulative total exceeded \$1,000 in a single reporting period, which must not exceed 30 days. §A.R.S. §11-217

The full minutes of each Board meeting must be published in the County's official newspaper no later than two months after the meeting. Each newspaper that publishes the Board's minutes must supply a copy of the published minutes to County public libraries. In addition, the newspaper must make the minutes for the prior three-month period available for use by the public on an online computer information service at no expense to the County. A.R.S. §11-217

Credit Memos

Goods that are returned and the resulting credit memos should be accounted for properly. Documents verifying return shipments from the Finance Department, and credit memos that include reference to the information on the original invoices from vendors should be obtained. The credit memo should include all pertinent information relating to goods returned to vendors, and all other claims, such as short deliveries, freight claims, and claims for damaged goods not returned. If credit memos are not resolved within a specified time period, the accounts payable



personnel should contact the vendor to initiate a refund. Credits applicable to current year unpaid invoices should be netted against those invoices prior to payment. Credits applicable to current year invoices that have already been paid should be accounted for as reductions of expenditures. If the credit memo is to be received after the fiscal year in which the goods were purchased, the County should request a cash refund, which is generally recorded as miscellaneous revenue. However, if the credit memo is for a material amount, the County should adjust the beginning fund balance. When the credit memo is issued after the invoice has been paid, a journal entry should be recorded to reflect the receivable due from the vendor.

Year-End Cutoff

At fiscal year-end, the County should prepare a listing of Encumbrances by fund for goods received or services rendered on or before June 30th that will not be paid by June 30th. The list of Encumbrances should include the vendor name, receiving report date, purchase order number, and estimated cost as recorded on the purchase order, or actual cost if the County has received the invoice. The Board may draw warrants on these amounts for up to 60 days after the close of the fiscal year. Any encumbrances outstanding at the end of 60 days lapse.

Cocconino 50k
Gila 50k
Greenlee 50k
Navajo 50k

i. Board of Supervisors

The Board of Supervisors shall approve all purchases of goods and contracts for services for \$50,000 and above. These procurements must be put on the Board's agenda and be routed through the Budget, Purchasing, Risk Management and County Attorney Departments.

ii. Finance Director

The Finance Director shall adopt operational procedures, consistent with this policy, governing the procurement and management of all materials, services and construction to be procured by this County.

The Finance Director or their designee shall approve goods and materials and contracts for services between \$30,000 and \$50,000.

The Finance Director or their designee has the authority for issuing invitations for formal Bids, Request for Qualifications and Requests for Proposals.

The Finance Director or their designee shall coordinate and manage the disposal of the county's surplus and obsolete materials and equipment.

The Finance Director or their designee may approve emergency or field expediency purchases to personnel in other County Departments, as specified in Section 6.11, provided such delegation is limited, specific, and subject to immediate revocation.

iv. Purchasing Manager

The Purchasing Manager shall approve purchases for goods and materials and contracts for services for amounts between \$3,000 and \$30,000.

v. Elected and Appointed Department Heads

Department Heads may approve purchases and contracts of less than \$3,000.

vi. County Attorney

All contracts shall be reviewed by the County Attorney's Office.

If new grants or contracts are received by the County, either by any of its agencies headed by elected or appointed officials, they must be approved first by the Board of Supervisors. Other fiscal and Budget authorizations and approval information can be found in the Fiscal and Budget management Policies.



GREENLEE COUNTY PURCHASING POLICY

Approved 12/21/2010

In accordance with ARS §11-254.01(c), the Greenlee County Board of Supervisors adopted the following Purchasing Policy effective December 21, 2010. **ALL NON-BUDGETED ITEMS TO BE PURCHASED REQUIRE BOARD OF SUPERVISORS APPROVAL PRIOR TO PURCHASE.**

- A. Supplies/Materials/Equipment/Furniture/Services: **\$1.00 to \$2,000.00**
1. MUST have prior approval from Department Head/Elected Official.
 2. MUST be a budgeted line item.
 3. Purchase orders are required.
 4. Submit purchase order, invoice(s), and other related backup documentation to Accounts Payable in a timely manner and in accordance with the Accounts Payable Processing Schedule and procedures.
- B. Supplies/Materials/Equipment/Furniture/Services: **\$2,000.01 to \$10,000.00**
1. MUST have PRIOR approval of the County Administrator.
 2. MUST be a budgeted line item.
 3. **Oral quotes are required.** Department will, on its own, solicit at a minimum, three (3) documented competitive oral quotes. Documentation must be included on the purchase order.
 4. After approval, submit purchase order, invoice(s), and other related backup documentation to Accounts Payable in a timely manner and in accordance with the Accounts Payable Processing Schedule and procedures.
- C. Supplies/Materials/Equipment/Furniture/Services: **\$10,000.01 to \$50,000.00**
1. MUST have PRIOR approval of the Board of Supervisors.
 2. **Written quotes are required.** Department will, on its own, solicit at a minimum, three (3) written competitive quotes. Documentation must be included with the purchase order.
 3. After approval, submit purchase order, invoice(s), and other related backup documentation to Accounts Payable in a timely manner and in accordance with the Accounts Payable Processing Schedule and procedures.
- D. Supplies/Materials/Equipment/Furniture/Services: **\$50,000.00 and up**
1. MUST have PRIOR approval of the Board of Supervisors.
 2. MUST have a written sealed competitive bid.
 3. Department will provide the bid specifications to the Clerk of the Board of Supervisors.



INTRODUCTION

The purchasing policy is to promote efficient use of financial resources and minimize administrative time, cost, and effort. An effective purchasing system allows the County to identify the goods and services required for County operations and acquire them as economically as possible within acceptable standards of quality.

The County has developed internal controls over purchasing that provide adequate authorization of and accountability for County expenditures and ensures that procurement policies are consistent with legal requirements and sound business practices.

The purchasing policies and procedures have been developed in sufficient detail to identify the responsibilities, duties, and tasks of employees.

LEGAL REQUIREMENTS

The legal requirements governing County purchasing policies and procedures are primarily derived from the Arizona Revised Statutes (A.R.S.).

1. The Board of Supervisors has the exclusive power to contract for the County. The County may cancel any contract within three years of execution without penalty or further obligation if any person involved in initiating, negotiating, securing, drafting, or creating the contract on the County's behalf is, or becomes, an employee, agent, or consultant of the other parties to the contract. The cancellation is effective when all other parties to the contract receive written notice, unless the notice specifies a later time. Notice of this legal provision must be included in every contract to which the County is a party. A.R.S. §§11-201 and 38-511
2. The County must use sealed, competitive bidding procedures for purchases of supplies, materials, equipment and contractual services, except professional services, with an estimated cost exceeding \$50,000. A.R.S. §11-254.01, 41-2535 and 41-2501(C)

The following are exceptions to the requirement:

- a. Sole source purchasing: A contract may be awarded for materials, goods, services or construction items without competition, if the department head determines in writing that there is only one source for the required submission of cost or pricing data in connection with an award under this section. Sole source purchasing shall be avoided except when no reasonable alternative sources exist. A written determination of the basis for the sole source purchasing shall be included in the contract file. A.R.S. §41-2536
- b. Emergency purchasing: Notwithstanding any other purchasing policy, the Board of Supervisors by a two-thirds vote may make or authorize others to make emergency procurements if there exists a threat to public health, welfare or safety or if a situation exists which makes compliance with section A.R.S. §41-2533, 41-2534, 41-2578, 41-2579 or 41-2581 impracticable, unnecessary or contrary to the public interest as defined in rules adopted by the Board, except that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency



and for the selection of the particular contractor shall be included in the contract file.

- c. Search & Rescue: Notwithstanding any other purchasing policy, the Sheriff may make or authorize others to make emergency procurements if there exists a threat to public health, welfare or safety, or if a situation exists which makes compliance with A.R.S. §41-2533, 41-2534, 41-2578, 41-2579 or 41-2581 impracticable, unnecessary or contrary to the public interest as defined in rules adopted by the Board of Supervisors, except that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file.
- d. Purchases of \$50,000 or less shall be made using the following procedures as recommended by the Auditor General A.R.S. §11-254.01, 41-2535 and 41-2501(c):
- Elected officials and department heads may approve purchases costing less than \$5,000. The elected official or department head must use reasonable efforts to obtain the lowest and best price.
 - The finance department may approve purchases costing at least \$5,000 but less than \$35,000. Requesting department should obtain at least three oral price quotations prior to PO being issued.
 - The County Manager may approve purchases costing at least \$35,000 but not more than \$50,000. Requesting department should obtain at least three written price quotations.
 - The Board of Supervisors shall approve all purchases for services \$50,000 and above. The purchase must have sealed competitive bids and department will provide the bid specifications to the Clerk of the Board of Supervisors.
 - The vendors contacted and their price quotations should be indicated on, or attached to, the file copy of the purchase order. If three quotations cannot be obtained, the County should also document the vendors contacted who did not offer price quotations and the reason why they did not. If a vendor is selected because of reasons other than the lowest price, such as quality of the product or work to be performed, the reasons must be fully documented.
 - The invitation for price quotes must be issued in sufficient time before the purchase is made and in sufficient detail to permit free competition. Normally, ten working days is sufficient time

- All purchases over \$500 shall be made by purchase order.

The only exceptions to this are:

1. Professional services
2. Jury and witness fees
3. Travel
4. Utilities and communications (telephone, gas, electricity)
5. Postage



and other ancillary costs. If the total cost exceeds the estimate recorded on the requisition, budget capacity should again be verified.

Competitive Purchasing - The County must use sealed, competitive bidding procedures for purchases of supplies, materials, equipment, and contractual services, except professional services, with an estimated cost exceeding \$50,000

Purchases of \$50,000 or less shall be made using the following procedures as recommended by the Auditor General:

1. For purchases costing less than \$5,000, the County should use procedures providing for adequate and reasonable competition.
2. For purchases costing at least \$5,000 but less than \$35,000, the County should obtain at least three oral price quotations.
3. For purchases costing at least \$35,000 but not more than \$50,000, the County should obtain at least three written price quotations.

Whether to request an oral or written price quotation is determined by analyzing the known requirements for an item or a collection of items that, in the aggregate, may result in the purchase of the item(s), above the applicable threshold, from one vendor. The vendors contacted and their price quotations should be written on or attached to the file copy of the purchase order. If three price quotations cannot be obtained, the County should also document the vendors contacted who did not offer price quotations and, if known, the reasons they did not do so. If a vendor is selected because of reasons other than the lowest price, such as quality of the product or work to be performed, the reasons should be fully documented. The invitation for price quotations should be issued in sufficient time before the purchase is made and in sufficient detail to allow vendors to respond. An exception to the above guidelines for price competition may be made in the event of an emergency.

When the County determines that a purchase meets the criteria requiring that it be bid, the County must issue the invitation for bids and specifications in sufficient time before the purchase is made and in sufficient detail to permit free competition.

Notice of the invitation for bids must be published in a newspaper and should be published in the notice in the official newspaper of the County. The official newspaper of the County is that to which the County annually awards the contract for advertising publications and printing required by the County pursuant to the requirements in A.R.S. §11-255.

Note that unless otherwise specified in law, written notice must be published in a daily paper four consecutive times or a weekly paper once each week for two consecutive weeks. A.R.S. §39-204 The County must retain an affidavit attached to a copy of the published notice from the newspaper as proof of the publication. A.R.S. §39-205

Copies of the invitation and specifications must be supplied to and bids must be solicited from qualified sources consistent with the item to be purchased as determined by the County purchasing agent. Those sources include all qualified suppliers who, before the invitation is issued, notify the Finance Department in writing that they desire to bid on materials, supplies, equipment, or contractual services. A.R.S. §11-254.01

Bids must be opened publicly at the time and place stated in the invitation. On Board

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Finance Department

Date/Signature:  4-17-13

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 become a member of the Intergovernmental Cooperative Purchasing Agreement, National Purchasing Partners.

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

BOARD ACTION TAKEN

/ /Approved / /Discussed / /Deflected

Shirley Pulsipher

From: Joe Young <JYoung@apachelaw.net>
Sent: Wednesday, March 06, 2013 2:35 PM
To: Shirley Pulsipher
Cc: Barry Williams
Subject: RE: Purchasing Agreement

Under the County's procurement policies, we may use a cooperative purchasing agreement, such as NPP:

"The County may also enter into a written cooperative purchasing agreement with a federal agency. A.R.S. §§41-2632 and 41-2634. A list of these agreements is on file in the Finance Department."

Arizona Revised Statutes allow these agreements as well:

41-2632. Cooperative purchasing authorized; definitions

A. Any public procurement unit may either participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of any materials, services, professional services, construction or construction services with one or more public procurement units in accordance with an agreement entered into between the participants. A nonprofit educational or public health institution may enter into an agreement pursuant to this section if one or more of the parties involved is a public procurement unit. An agreement entered into as provided in this article is exempt from section 11-952, subsection D. Parties under a cooperative purchasing agreement may:

1. Sponsor, conduct or administer a cooperative agreement for the procurement or disposal of any materials, services or construction.

B. The school facilities board or school districts, or both, may enter into an agreement with a public procurement unit pursuant to this section for the purpose of procuring materials and services needed to correct deficiencies in school facilities.

E. A nonprofit corporation operating as a public procurement unit under this section shall comply with all procurement laws applicable to the public procurement unit participating in a cooperative purchasing transaction that the nonprofit corporation administers.

G. Any public procurement unit conducting or administering a cooperative purchasing agreement for the procurement of construction services or professional services shall comply with the requirements of section 34-603 or 41-2578.

As you can see, we may use NPP, but we need to enter into an agreement with them, and have it approved by the Board first.

From: Shirley Pulsipher [spulsipher@apachecountyschools.net]
Sent: Thursday, February 28, 2013 1:37 PM
To: Joe Young
Cc: Barry Williams
Subject: Purchasing Agreement

I find myself struggling to purchase electronic equipment that is under the sealed bid limit. We make every effort to purchase via a state contract or some other procurement vehicle when we can but for some reason electronic test equipment has been tough. Recently Tessco was added to a purchasing group called National Purchasing Partners which

to use this agreement? Tessco is listed as being able to sell accessories which I think what we are after, will fall under.
<https://www.nppgovernment.com/myNPP/gov/>

Thanks

Shirley E. Pulsipher

Apache County Schools Business Consortium
928.337.7510

National Purchasing Partners

Member Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) by and between government entities and associated non-profit institutions that execute a Lead Contracting Agency Authorization ("Lead Contracting Agency(ies)") to be supplemented and made a part hereof and participating National Purchasing Partners ("NPP") government entity members ("Participating Agencies") that agree to the terms and conditions of this Agreement. All NPP Lead Contracting Agencies and Participating Agencies shall be considered as "parties" to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agencies have entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPP, is a subsidiary of two nonprofit health care systems, providing group purchasing marketing and administrative support for governmental entities within the membership. NPP's marketing and administrative services are free to its membership, which includes participating public entities and non-profit institutions throughout North America.

WHEREAS, NPP has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Vendor Contracts through the inclusion of the membership in Lead Contracting Agency bid Solicitation and Master Price Agreements;

WHEREAS, the Master Price Agreements provide that all members of NPP may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements open to all NPP members;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each Party represents and warrants that it is eligible to participate in this Agreement because it is a local government or non-profit corporation created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements, both in state law and local policy.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. Each party will facilitate the cooperative procurement of goods and services.
- b. The procuring party shall be responsible for the ordering of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreements and NPP.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or Price Agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or Price Agreement, except as modified where otherwise

allowed or required by applicable law, and does not relieve the party of its other bid requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to NPP at 1100 Olive Way, Suite 1020 Seattle, Washington 98101.

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF EACH "LEAD

**CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR
"PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS
APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH
PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF
REQUIRED BY LOCAL OR STATE LAW.**

**LEAD CONTRACTING AGENCY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of Tualatin Valley Fire & Rescue (Lead Contracting Agency) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Member Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by Lead Contracting Agencies to Participating Agencies locally, regionally, and nationally through NPP. Copies of Master Price Agreements and any amendments thereto made available by Lead Contracting Agencies will be provided to Participating Agencies and NPP to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Member Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of Tualatin Valley Fire & Rescue and is duly authorized to sign this Lead Contracting Agency Endorsement and Authorization.

Dora L. Guzman
BY: *Chief Financial Officer*
ITS: *Dora L. Guzman*

Date: *7/2/09*

Lead Contracting Agency Contact Information:

Contact Person: Debbie Vuylsteke

Address: 20665 SW Blanton Street

Aloha, OR 97007

Telephone No.: (503) 642-0321

Email: debbie.vuylsteke@tvfr.com

**PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of _____ (Participating Agency) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Member Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by Lead Contracting Agencies to Participating Agencies locally, regionally, and nationally through NPP.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Member Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPP shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

BY: _____ Date: _____
ITS: _____

Participating Agency Contact Information:
Contact Person: _____
Address: _____

Telephone No.: _____
Email: _____



NPP and FireRescue GPO – TESSCO Contract Participation Form

To utilize the Master Purchase Agreement please review and complete the required information below and return for enrollment into the agreement.

Master Purchase Agreement ("Agreement"), between National Purchasing Partners, also d.b.a., PublicSafety GPO, and TESSCO is made available to all active and participating NPP and PublicSafety GPO Members ("Participating Members"). Members shall complete this TESSCO Contract Participation Form to affiliate to this Agreement and receive the benefits of the Agreement.

If any additional terms or conditions apply please forward with signed agreement

Participating Member Information (All fields required. Call 1-877-329-8847 for Member ID)

PSGPO/NPP Contract Number: VH10965

Member ID # _____

Department/Organization _____

Billing Address _____

City _____ State _____ Zip _____

Phone (_____) _____ Email _____

Accepted and agreed On Behalf of the Participating Member Above:

Signature

Date

Printed Name

Title

Please email form to: PSGPO@TESSCO.com

National Purchasing Partners FAQs



Q. What is a Group Purchasing Organization (GPO)?

A. A GPO is a cost savings vehicle available to participating members. The purpose of a GPO is to leverage purchasing strength through membership in order to acquire goods and services at lower prices. GPO's are not resellers, but rather contract negotiators. GPO members are entitled to purchase through these negotiated contracts.

Q. I don't understand how National Purchasing Partners works; could you briefly explain it?

A. National Purchasing Partners negotiates contracts directly with vendors. Once you are registered with National Purchasing Partners, you can purchase directly through the vendor while utilizing the savings National Purchasing Partners has negotiated. It is simple and fast. National Purchasing Partners is here to answer any questions you have, negotiate contracts on your behalf, and act as a general advocate for purchasing.

Q. How does a public entity participate?

A. Registering to become an NPP member is easy:

1. Visit our website: www.nppgovernment.com
2. Click "Join Now"
3. Select your industry from the "Market Segment" dropdown menu
4. If applicable, select the appropriate association from the "Association" dropdown menu
5. Complete the registration form and submit
6. Within the next 24 hours you will receive an e-mail confirmation of your membership, which also will include your username and password

You can then sign in and access our vendor discounts.

Q. What are the membership costs and obligations?

A. There are no costs or user fees, and no obligation to purchase.

Q. What are the minimum purchasing requirements for National Purchasing Partners.

A. There are no minimum purchasing requirements.

Q. How is National Purchasing Partners supported?

A. National Purchasing Partners negotiates an administrative fee with our vendors to cover operating expenses that in turn allow us to provide our service free of charge. This is the same way that many government contract programs are supported such as GSA.

Q. What kinds of products and services are available to my public entity and how do I access the discount?

A. A complete list of our vendors and discounts are available on www.nppgovernment.com. After registering and logging onto the website, click on the vendors tab. Our vendor portfolio is extensive and includes products and services such as turnout gear, medical supplies, oxygen, playground equipment, turf, office furniture and supplies, wireless services, tires, and more.

Q. Do I buy directly through National Purchasing Partners?

No, National Purchasing Partners does not warehouse or sell any products or services to our members. We simply facilitate access to special contract pricing for our members. Your public entity will purchase directly with our contract vendors and/or manufacturers.



GOVERNMENT

Competitively bid, publicly awarded contracts



JOHN DEERE



WESCO
DISTRIBUTION®

TESSCO
making wireless work®

ZOLL



GOODYEAR



HARRIS
assuredcommunications

STAPLES Advantage

Allsteel®

Supervised
Fuels..



Airgas.



commercial office interiors
the people the experience®



GRAINGER
FOR THE ONES WHO GET IT DONE

Level(3)
COMMUNICATIONS

Integra®



If you would like any more information, feel free to contact NPP at:
877.329.8847 | customerservice@nppgovernment.com | www.npp.gov



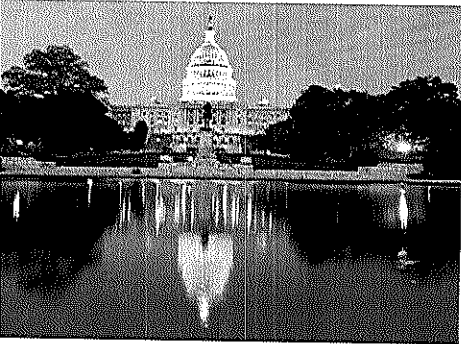
Many government agencies are already taking advantage of NPP's offerings.

NPP makes the purchasing process easy: our lead agencies prepare an RFP with the required cooperative procurement ("piggyback") language, which allows access to the agreement.

Suppliers respond to the RFP and our lead agencies evaluate and award it.

NPP members and participating agencies are eligible to utilize the master purchase agreement.

Applicable documents are available on our website: www.nppgovernment.com



For customer service, call 877.329.8847, or e-mail customerservice@nppgovernment.com

DISCOUNT PRICING FOR GOVERNMENT AGENCIES

National Purchasing Partners serves over 100,000 member organizations, and is one of the largest group purchasing organizations in the nation. NPP negotiates discounted rates on many products and services, and passes the savings to our members. NPP is owned by Virginia Mason Medical Center, a non-profit healthcare facility recently named the nation's top hospital of the decade.

NPP membership is free. Members have access to several publicly awarded contracts, including:



JOHN DEERE

- World's leading farm equipment manufacturer
- Substantial discounts up to 27%

ZOLL

- Discounts on defibrillators, including AED Plus, AED Pro, E Series, M Series and more



The world needs play.™

- 9% discount on eligible playground equipment



- Discounts on tires for commercial vehicles, and consumer light truck and autos



- Substantial discounts on office furniture

STAPLES Advantage

- Discounted, contracted prices on over 30,000 supplies and services
- Free next-day delivery on orders over \$30



- Up to 73% discount on furniture for the workplace



making wireless work®

- Platinum tier pricing guaranteed on all products within the Tessco offering



WESCO DISTRIBUTION®

- Savings on electrical products and lighting equipment

Other vendor contracts include:

Verizon, Performance Turf, DIRTT, Newgrass, MES, COI, and more.

Q. Does National Purchasing Partners satisfy the bidding requirements of my state?

A. National Purchasing Partners offers two types of contracts.

1. **Publicly Awarded Contracts:** National Purchasing Partners' Competitively Bid Agreements are publicly solicited and awarded through a Request for Proposal (RFP) issued by a Lead Public Agency. National Purchasing Partners serves as a nationwide channel to offer awarded agreements to public entities. National Purchasing Partners' Publicly Awarded Contracts are established through the following process:

- The Lead Public Agency prepares an RFP, incorporating the required cooperative purchasing language that allows fire departments across the nation to access (piggyback) the contract.
- Suppliers respond to the RFP and the Lead Public Agency evaluates and awards the Master Purchase Agreement.
- National Purchasing Partners members can review all documents online and access contract pricing by signing the Intergovernmental Cooperative Purchasing Agreement (IGA).
- Our competitively bid process is consistent with AFG guidelines.

These contracts are clearly marked on the website. Please consult your legal counsel for confirmation in your jurisdiction, or contact our legal counsel at 877.329.8847.

2. **Non-Publicly Awarded contracts:**

These contracts have been competitively negotiated by National Purchasing Partners, but do not satisfy the public notice requirements of an RFP. Members may purchase off these contracts up to their state or local threshold limits. In addition, members may use these contracts as one of three bids in those jurisdictions that have an informal or intermediate bidding process.

Q. How can I obtain copies of the legal documentation associated with each competitively bid contract?

A. The contract documents including the RFP, Master Price Agreement, Synopsis, and IGA are all available under each vendor after logging onto the website.

Q. Besides cost savings are there other benefits to using a Group Purchasing Organization?

A. In addition to negotiating significant discounts for its members, a GPO:

- Serves as your purchasing partner in product research, obtaining quotes, writing RFP's, and in negotiations with vendors.
- Assists you in accessing product information far more efficiently than by going after the same information on your own.
- Provides access to a combination of multi-sourced and sole-sourced purchasing options providing brand choice and variation.
- Intervenes with vendors to work out misunderstandings.

Username

Password

[Forgot password?](#)

NATIONAL PURCHASING PARTNERS TERMS CONDITIONS

Terms and Conditions

Registration with National Purchasing Partners (NPP) is absolutely free and voluntary and activates membership in the program. When using National Purchasing Partners, services ("services") you agree to the terms and conditions listed on this page (the "Terms of Use"). If you order or utilize any National Purchasing Partners services or visit the National Purchasing Partners website, you accept these Terms of Use. In addition, the use of any National Purchasing Partners services, whether or not included in our website, will subject the user to the National Purchasing Partners Terms of Use, as may be amended from time to time.

Privacy

To understand National Purchasing Partners practices, please review the privacy policy that governs your visit to the National Purchasing Partners website and use of National Purchasing Partners services. A complete statement of our privacy policy can be found on the National Purchasing Partners privacy page.

Trademarks

National Purchasing Partners and its graphics, logos, page headers, button icons, scripts, and service names are trademarks or trade dress of National Purchasing Partners. National Purchasing Partners trademarks and trade dress may not be used in connection with any product or service that is not otherwise provided or authorized in writing by National Purchasing Partners, or in any manner that is likely to cause confusion among members, or in any manner that disparages or discredits National Purchasing Partners. All other trademarks not owned by National Purchasing Partners that appear on this site are the property of their respective owners, which may or may not be affiliated with, connected to, or sponsored by National Purchasing Partners.

Your Account

You are responsible for maintaining the confidentiality and security of your account number and password. You agree to accept responsibility and liability for all activities that occur under your account or password whether lawful or unlawful. You are also solely responsible for all uses of your account and password, whether or not actually or expressly authorized by you. National Purchasing Partners reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion. One or more violation of the Terms of Use may result in immediate deletion of your account.

In order to ensure that National Purchasing Partners provides high quality services that are responsive to your needs, you agree to allow National Purchasing Partners employees to access your account and records on a case-by-case basis to investigate complaints. National Purchasing Partners will not disclose the existence or occurrence of such an investigation unless required by law.

Indemnification

You agree to indemnify, defend and hold harmless National Purchasing Partners, its affiliates, officers, directors, employees, consultants and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys fees) arising from your use of National Purchasing Partners services, your violation of the Terms of Use or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity, except to the extent caused by National Purchasing Partners, its affiliates, officers, directors, employees, consultants or agents. The Terms of Use will inure to the benefit of National Purchasing Partners' successors, assigns and licensees.

The legal information provided on this website is designed for general information only. The legal information presented at this website should not be construed to be formal legal advice or the formation of an attorney/client relationship. Persons accessing this website are encouraged to seek independent counsel for advice regarding the applicability and compatibility of state laws and local ordinances. The legal information contained in this website is a general summary of legal issues applicable to public agency procurement and is intended for the purpose of familiarization only. All of the information is subject to changes in the applicable laws. The information cannot be used as a substitute for professional advice. Before taking any action based on the information, you should obtain the advice of a qualified attorney who can provide you with current and specific information about your particular circumstances. Some links within this website may lead to other sites. National Purchasing Partners does not necessarily sponsor, endorse or otherwise approve of the materials appearing in such sites. National Purchasing Partners makes no warranties, express or implied, concerning the accuracy or completeness of the information contained in its web site concerning specific vendor offerings.

National Purchasing Partners vendors may provide links to other World Wide Web sites or resources. Because National Purchasing Partners has no control over such sites and resources, member acknowledges and agrees that National Purchasing Partners is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. Member further acknowledges and agrees that National Purchasing Partners shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

Applicable Law

These Terms of Use will be governed by and construed in accordance with the laws of the State of Washington, without giving effect to its conflict of laws or your actual state or country of residence.

Modification and Severability

National Purchasing Partners reserves the right to make changes to its site and policies at any time. If any of these conditions are deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

877.329.8847 or [Email](#)

Username Password [Forgot password?](#)

NATIONAL PURCHASING PARTNERS PRIVACY POLICY

What this Policy Covers

National Purchasing Partners (NPP) Privacy Policy describes how we use and protect the information that you share with us. This information includes your email address, name, title and mailing address. This policy governs web sites owned and operated by NPP. Our policy does not govern web sites of other parties to which we may provide links as NPP is not responsible for, and cannot control the privacy practices or content of, those sites.

We do, however, respect your privacy. When using our site, you may get information, communicate with us, or link to other web sites. While doing so, you may provide us with information that enables us to provide enhanced products and services to you -- and to personalize your experience on our web site. To demonstrate our commitment to fair information practices, we have adopted these privacy guidelines. We do, however, urge you at all times to use caution when providing your personally-identifiable information and suggest that you read the Federal Trade Commission's suggested safety precautions for Internet surfing, which can be found by clicking on www.ftc.gov.

Our Policies and Practices

We want to give you the comfort and confidence you need to fully participate in our online offerings so that we can better serve your needs. The following are our policies and practices:

Profile Information

NPP's profile forms require vendors and members to give us contact information such as name, password, organization name and email address. Confirmation and welcome emails may be sent via email. Users may receive information on services, special promotions, and a newsletter. NPP will not use any confidential information provided by our members or vendors. Out of respect for the privacy of our users, we provide an option to not receive communications from NPP. Please see our unsubscribe policies below.

Registration and Ordering

When using some of our websites and signing up for certain selected services, members must first register. During registration, members are required to give their contact information (such as name, e-mail address, mailing address and phone number). We also may collect demographic information (such as job title and purchasing responsibilities, organization information and professional certification). For internal purposes, we use this information to communicate with members and provide requested services, and, for our website visitors, to provide a more personalized experience on our sites. We use aggregate demographic information about our audience to improve our service, for marketing purposes and/or industry reporting.

E-mail Newsletters

If members wish to subscribe to our e-mail newsletters, we ask for contact information (such as name, e-mail address and, occasionally, demographic information). We use this information in the same manner as we use contact information in the registration and ordering process described above. Recipients of our newsletters can unsubscribe using the instructions listed at the end of the e-mail newsletter.

Surveys and Contests

From time to time we invite members to provide information via surveys or contests. Participation in these surveys or contests is completely voluntary and the member has a choice whether to disclose requested contact information (e.g., name and mailing address) and demographic information (e.g., zip code or job

surveys and contests is used to notify the winners and award prizes, to monitor or improve the use and satisfaction of the site, or may be shared with sponsors of such surveys or contests.

Communications with Us

We have features where members can submit information to us (such as our feedback forms). Requests for service, support or information may be forwarded as needed to best respond to a specific request. We may retain e-mails and other information sent to us for our internal administrative purposes, and to help us to serve members better.

Service Updates, Special Offers

In order to best serve our members, we may send updates that contain important information about our sites and services. For example, we send new members a welcome message, and verify password and member name for our password-protected sites. We may also communicate with a member to provide requested services and for account-related issues via e-mail, phone or regular mail.

We offer our members the option to receive information about our organization, related products, services and special deals. Members can choose not to receive these communications, as set forth in our Permission section below.

Automatic Data Collection

Our web sites have features that automatically collect information from members, to deliver content specific to members' interests and to honor their preferences. This information assists us in creating sites that will serve the needs of our members.

We use "cookies," a piece of data stored on the member's hard drive containing information about the member. Cookies benefit the member by requiring login only once, thereby saving time while on our site. If members reject the cookies, they may be limited in the use of some areas of our site. For example, the member may not be able to participate in sweepstakes, contests or drawings. Additionally, we may note some of the pages the member visits on our site through the use of pixel tags (also called clear gifs). The use of cookies and pixels enable us to track and target the interests of our members to enhance the experience on our sites.

Some of our business affiliates use cookies on our sites in ads or promotions. However, we have no access to or control over these business affiliates' cookies. We urge members to read the affiliate's privacy policies for information.

For our internal purposes, we gather date, time, browser type, navigation history and IP address of all visitors to our site. This information does not contain anything that can identify members personally. We use this information for our internal security audit log, trend analysis and system administration, and to gather broad demographic information about our member base for aggregate use.

We may combine demographic information supplied by a subscriber at registration with site usage data to provide general profiles, in aggregate non-personally identifiable form, about our members and their preferences in the content of the site and advertising. We may share this composite information with our advertisers and business affiliates to help them better understand our services.

With whom your information is shared

When we have co-branded, customized, private label, powered by or sponsored products and services, or when we join with other parties to provide specific services, we may share (provide and receive) personal information with them. We do not share credit card information with such third parties.

Information may be shared with selected advertisers if a member affirmatively clicks through on a link/ad to such advertiser at those sites or in e-mails.

On occasion, we may provide targeted lists of names and offline and online contact information for marketing purposes.

Other than as set forth above, we do not share personally identifiable information with other companies; apart from those acting as our agents in providing our product(s)/service(s), and which agree to use it only for that purpose and to keep the information secure and confidential. We will disclose information we maintain when required to do so by law, for example, in response to a court order or a subpoena or other legal obligation, in response to a law enforcement agency's request, or in special cases when we have reason to believe that disclosing this information is necessary to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) our rights or property. Members should also be aware that courts of equity, such as U.S. Bankruptcy Courts, might have the authority under certain circumstances to permit personal information to be shared or transferred to third parties without permission.

We may share aggregate information, which is not personally identifiable, with others. This information may include usage and demographic data, but it will not include personal information.

Correction/Updating Personal Information

If a member's personally identifiable information changes (such as zip code), or if a member no longer desires our product(s)/service(s), we provide a way to correct or update that member's personal data. The member should contact Member Support for the applicable product or service.

Permission

Our members are given the opportunity to choose whether to receive information from our affiliates and us not directly related to the registered services. Members also have the opportunity to choose whether to have personal information shared with third parties for marketing purposes. Members can go to our home page at <http://www.nppgovernment.com> to change their options. Please note that we will endeavor to implement requests within a reasonable time, although for a time members may continue to receive mailings, etc., transmitted based on information released prior to the implementation of the request. Members will continue to receive information directly related to their registered services, so they always are kept informed.

Security

We use reasonable precautions to protect our members' personal information and to store it securely. Sensitive information that is transmitted to us online is encrypted and is transmitted to us securely. In addition, access to all of our members' information, not just the sensitive information mentioned above, is restricted. Only employees who need the information to perform a specific job (for example, a member service representative) are granted access to personally identifiable information. Finally, the servers on which we store personally identifiable information are kept in a secure environment.

Links

Our web sites contain links to other sites. NPP is not responsible for the privacy practices or content of such other sites. We encourage our members to be aware when they leave our site and to read the privacy statements of each web site to which we may link that may collect personally identifiable information.

Notification and Changes

If we change our privacy policy, we will post those changes on this page so our members are aware of what information we collect, how we use it and under which circumstances, if any, we disclose it. Members should check this policy frequently to keep abreast of any changes.

For questions about this privacy statement, the practices of this site or any dealings with NPP, contact us at:

customerservice@nppgovernment.com

National Purchasing Partners

1100 Olive Way, Suite 1020

Seattle, WA 98101

800.810.3909

National Purchasing Partners Arizona Members

100 CLUB OF ARIZONA	PHOENIX
ADHS-BUREAU OF EMS & TRAUMA SYSTEM	PHOENIX
AFCA	AVONDALE
AGUILA VOLUNTEER FIRE DISTRICT	AGUILA
AK-CHIN FIRE DEPARTMENT	MARICOPA
ALPINE FIRE DISTRICT	ALPINE
APACHE JUNCTION FIRE DISTRICT	APACHE JUNCTION
APS CHOLLA FIRE DEPARTMENT	JOSEPH CITY
ARIVACA FIRE DEPARTMENT	ARIVACA
ARIZONA CENTER FOR FIRE SERVICE EXCELLENCE	AVONDALE
ARIZONA CITY FIRE DISTRICT	ARIZONA CITY
ARIZONA DEPARTMENT OF CORRECTIONS	THATCHER
ARIZONA DEPARTMENT OF EMERGENCY & MILITARY AFFAIRS	PHOENIX
ARIZONA WESTERN COLLEGE	YUMA
ASO/GIBSON VOLUNTEER FIRE DEPARTMENT	ASO
AVONDALE FIRE DEPARTMENT	AVONDALE
AVRA VALLEY FIRE	MARANA
AZ DEPARTMENT OF FIRE BUILDING & LIFE SAFETY	PHOENIX
AZ STATE FORESTRY DIVISION	LAKE MONTEZUMA
AZ STATE UNIVERSITY	PHOENIX
BENSON FIRE DEPARTMENT	BENSON
BISBEE FIRE DEPARTMENT	BISBEE
BLACK CANYON FIRE DEPARTMENT	BLACK CANYON CITY
BLUE RIDGE FIRE DISTRICT	HAPPY JACK
BOEING MESA FIRE DEPARTMENT	MESA
BOUSE VOLUNTEER FIRE DISTRICT	BOUSE
BOWIE FIRE DISTRICT	BOWIE
BUCKEYE FIRE DEPARTMENT	BUCKEYE
BUCKEYE VALLEY FIRE DISTRICT	BUCKEYE
BUCKEYE VALLEY FIRE DISTRICT	BUCKEYE
BUCKSKIN FIRE DEPARTMENT	LAKE HAVASU CITY
BULLHEAD CITY FIRE DEPARTMENT	BULLHEAD CITY
BULLHEAD CITY FIRE DEPARTMENT	BULLHEAD CITY
CAMDENTON FD	PEORIA
CAMINOS FIRE DEPARTMENT	MOUNT LEMMON
CAMP NAVAJO FIRE DEPARTMENT	BELLEMONT
CAMP VERDE HIGH DISTRICT	CAMP VERDE
CANYON FIRE DISTRICT	GLOBE
CASA GRANDE FIRE DEPARTMENT	CASA GRANDE
CASA GRANDE FIRE DEPARTMENT	CASA GRANDE
CAVIT	COOLIDGE
CENTRAL ARIZONA COLLEGE	CASA GRANDE

CHINO VALLEY FIRE DISTRICT
CHRISTOPHER KOHLS FD
CIRCLE CITY/MORRISTOWN FIRE DISTRICT
CITY OF CASA GRANDE
CITY OF KINGMAN FIRE DEPARTMENT
CITY OF SAN LUIS FIRE DEPARTMENT
CITY OF SCOTTSDALE
CITY OF SURPRISE FD
CITY OF WYOMING
CITY OF YUMA FIRE DEPARTMENT
CLARKDALE FIRE DISTRICT
CLARKDALE FIRE DISTRICT
COCHISE COLLEGE
COCONINO COMUNITY COLLEGE
COCOPAH FIRE DEPARTMENT
COLORADO CITY FIRE DEPARTMENT
CONCHO FIRE DISTRICT
COOLIDGE FIRE DEPARTMENT
CORONA DE TUCSON FIRE DEPARTMENT
CRIT FIRE DEPARTMENT
CROWN KING FIRE DEPARTMENT
DAISY MOUNTAIN FIRE DISTRICT
DESERT HILLS FIRE DEPARTMENT
DHFD
DM FIRE
DOUGLAS FIRE DEPARTMENT
DOUGLAS UNIFIED SCHOOL DISTRICT
DREXEL HEIGHTS FIRE DEPARTMENT
EAGAR FIRE DEPARTMENT
EHRENBERG FIRE DEPARTMENT
EL MIRAGE FIRE DEPARTMENT
EL MIRAGE FIRE DEPARTMENT
ELFRIDA FIRE DEPARTMENT
ELOY FIRE DISTRICT
FIRE COMMAND SEMINARS
FIRE DISTRICT OF SUN CITY WEST
FIRE SERVICE
FIRE SERVICE
FLAGSTAFF FIRE DEPARTMENT
FLORENCE FIRE DEPARTMENT
FOREST LAKES FIRE DISTRICT
FORT MCDOWELL FIRE
FORT MCDOWELL YAVAPAI NATION FIRE DEPARTMENT
FORT MOJAVE MESA FIRE DEPARTMENT
FOUNTAIN HILLS FD
FOUNTAIN HILLS/PA

CHINO VALLEY
PAYSON
MORRISTOWN
CASA GRANDE
KINGMAN
SAN LUIS
CHANDLER
SURPRISE
APACHE JUNCTION
YUMA
CLARKDALE
CLARKDALE
SIERRA VISTA
FLAGSTAFF
SOMERTON
COLORADO CITY
CONCHO
COOLIDGE
CORONA
PARKER
CROWN KING
PHOENIX
LAKE HAVASU CITY
TUCSON
TUCSON
DOUGLAS
DOUGLAS
TUCSON
EAGAR
EHRENBERG
EL MIRAGE
EL MIRAGE
ELFRIDA
ELOY
PHOENIX
SUN CITY WEST
GILBERT
SURPRISE
FLAGSTAFF
FLORNECE
FOREST LAKES
SCOTTSDALE
PHOENIX
FORT MOJAVE
FOUNTAIN HILLS

FRY FIRE DISTRICT	SIERRA VISTA
GANADO FIRE DISTRICT	GANADO
GILA COMMUNITY COLLEGE	COOLIDGE
GILA RIVER EMS	SACATON
GILA RIVER FIRE DEPARTMENT	CHANDLER
GILA RIVER FIRE DEPARTMENT	CHANDLER
GILBERT FIRE DEPARTMENT	GILBERT
GLENDALE COMMUNITY COLLEGE	SURPRISE
GLENDALE FIRE DEPARTMENT	GLENDALE
GLOBE FIRE DEPARTMENT	GLOBE
GOLDEN SHORES FIRE DEPARTMENT	TOPOCK
GOLDEN VALLEY FIRE DEPARTMENT	GOLDEN VALLEY
GOLDER RANCH FIRE DISTRICT	TUCSON
GOLDFIELD RANCH FIRE DEPARTMENT	FT MCDOWELL
GOODYEAR FIRE DEPARTMENT	LITCHFIELD PARK
GRAND CANYON NATIONAL PARK FIRE DEPARTMENT	GRAND CANYON
GREEN VALLEY FIRE DISTRICT	GREEN VALLEY
GROOM CREEK FIRE DISTRICT	PRESCOTT
GUADALUPE FIRE DEPARTMENT	GUADALUPE
HARQUAHALA VALLEY FIRE DEPARTMENT	SURPRISE
HARQUAHALA VALLEY FIRE DISTRICT	TONOPAH
HEBER-OVERGAARD FIRE DISTRICT	OVERGAARD
HELLSGATE FIRE DEPARTMENT	STAR VALLEY
HELMET PEAK FIRE DEPARTMENT	SAHUARITA
HIGHLANDS FIRE DEPARTMENT	FLAGSTAFF
HIGHLANDS FIRE DEPARTMENT	FLAGSTAFF
HOFD	SNOWFLAKE
HOLBROOK FIRE DEPARTMENT	HOLBROOK
HOUSTON MESA FIRE DEPARTMENT	PAYSON
HUACHUCA CITY FIRE DEPARTMENT	HUACHUCA CITY
HUALAPAI NATION FIRE DEPARTMENT	PEACH SPRINGS
INTERNATIONAL FIRE AND EMERGENCY RESPONDER NETWORK	GOODYEAR
JEROME FIRE DEPARTMENT	JEROME
JOSEPH CITY FIRE DISTRICT	JOSEPH CITY
JUNIPINE FIRE DEPARTMENT	WILLIAMS
KAIBAB ESTATES WEST FIRE DEPARTMENT	ASH FORK
KINGMAN FIRE DEPARTMENT	KINGMAN
LAKE HAVASU CITY FIRE DEPARTMENT	LAKE HAVASU CITY
LAKE MOHAVE RANCHOS FIRE DISTRICT	DOLAN SPRINGS
LAKESIDE FIRE DISTRICT	LAKESIDE
LAPALMA FIRE DEPARTMENT	CASA GRANDE
LINDEN FIRE DEPARTMENT	SHOW LOW
LUKE AFB FIRE EMERGENCY SERVICES	LUKE AFB
LUKE FIRE DEPARTMENT	BUCKEYE
LUKE FIRE EMERGENCY SERVICES	GLENDALE
MAMMOTH FIRE DISTRICT	MAMMOTH

MAYER FIRE DEPARTMENT	MAYER
MAYER FIRE DISTRICT	MAYER
MCAS YUMA FIRE DEPARTMENT	YUMA
MESA COMMUNITY COLLEGE	MESA
MESA FIRE DEPARTMENT	MESA
MESA FIRE DEPARTMENT	MESA
MESA FIRE DEPARTMENT	GILBERT
MOHAVE VALLEY FIRE DEPARTMENT	MESA
MONTEZUMA-RIMROCK FIRE DISTRICT	MOHAVE VALLEY
MORMON LAKE FIRE DISTRICT	RIMROCK
MOUNTAIN VISTA FIRE DISTRICT	MORMON LAKE
MT LEMMON FIRE DISTRICT	TUCSON
NATIONAL FALLEN FIREFIGHTERS FOUNDATION	MOUNT LEMMON
NOGALES FIRE DEPARTMENT	MESA
NORTHERN ARIZONA CONSOLIDATED FIRE DISTRICT	NOGALES
NORTHERN AZ CONSOLIDATED FIRE DISTRICT	KINGMAN
NORTHLAND PIONEER COLLEGE	LAKE HAVASU CITY
NORTHLAND PIONEER COLLEGE/TAYLOR FIRE	HOLBROOK
NORTHWEST FIRE DISTRICT	TAYLOR
NORTHWEST FIRE DISTRICT	TUCSON
NUTRIOSO FIRE DISTRICT	TUCSON
NWFD	NUTRIOSO
ORACLE FIRE DISTRICT	TUCSON
PALO VERDE FIRE DEPARTMENT	ORACLE
PALOMINAS FIRE DISTRICT	TONOPAH
PARKER FIRE DEPARTMENT	HEREFORD
PASCUA PUEBLO FIRE DEPARTMENT	PARKER
PAYSON FIRE DEPARTMENT	TUCSON
PEORIA AZ FIRE DEPARTMENT	PAYSON
PEORIA FIRE DEPARTMENT	PEORIA
PHOENIX COLLEGE	PEORIA
PHOENIX FIRE DEPARTMENT	PHOENIX
PHOENIX FIRE DEPARTMENT	PHOENIX
PICTURE ROCKS FIRE DISTRICT	PHOENIX
PIMA COUNTY JOINT TECHNICAL EDUCATION DISTRICT	TUCSON
PINAL RURAL FIRE RESCUE	TUCSON
PINE LAKE FIRE DISTRICT	MAMMOTH
PINE-STRAWBERRY FIRE DISTRICT	KINGMAN
PINETOP FIRE DEPARTMENT	PINE
PINEWOOD FIRE DEPARTMENT	PINETOP
PINION PINE FIRE DEPARTMENT	MUNDS PARK
PONDEROSA FIRE DISTRICT	KINGMAN
PORTAL RESCUE INC	BELLEMONT
PRESCOTT FIRE DEPARTMENT	PORTAL
PUERCO VALLEY FIRE DISTRICT	PRESCOTT
PVNGS FIRE DEPARTMENT	SANDERS

QUEEN CREEK FIRE DEPARTMENT
RAYTHEON FIRE DEPARTMENT
RED LAKE FIRE DEPARTMENT
REGIONAL FIRE
REGIONAL FIRE & RESCUE DEPARTMENT
RINCON VALLEY FIRE
RINCON VALLEY FIRE DISTRICT
RIO RICO FIRE DISTRICT
RIO VERDE FIRE DISTRICT
RURAL/METRO FIRE DEPARTMENT
SALT RIVER FIRE DEPARTMENT
SAN JOSE FIRE DEPARTMENT
SAN MANUEL FIRE DEPARTMENT
SANTA CRUZ COUNTY
SANTA ROSA FD
SCOTTSDALE FIRE DEPARTMENT
SEDONA FIRE DISTRICT
SFD / SCC
SHERWOOD FOREST EST FD
SHOW LOW FIRE DEPARTMENT
SIERRA VISTA FIRE DEPARTMENT
SILVERBELL FD DEMA
SNOWFLAKE FIRE DEPARTMENT
SONOITA ELGIN FIRE DISTRICT
SOUTH TUCSON FIRE DEPARTMENT
SOUTHERN YAVAPAI FIRE DEPARTMENT
SRP NAVAJO GENERATING STATION
ST JOHNS EMERGENCY SERVICES
STANFIELD VOLUNTEER FIRE DEPARTMENT
STATE FIRE MARSHAL
SUMMIT FIRE DISTRICT
SUN CITY FIRE DEPARTMENT
SUN CITY FIRE DEPARTMENT
SUN CITY FIRE DEPARTMENT
SUN CITY WEST FIRE DEPARTMENT
SUN LAKES FIRE DISTRICT
SUN LAKES FIRE PROTECTION DISTRICT
SUNSITES-PEARCE FIRE DISTRICT
SUPERIOR FIRE DEPARTMENT
SURPRISE FIRE DEPARTMENT
SW AMBULANCE
TAYLOR FIRE/NORTHLAND PIONEER COLLEGE
TEMPE FIRE DEPARTMENT
THATCHER FIRE
THREE POINTS FIRE DISTRICT
TOHONO O'ODHAM FIRE DEPT

QUEEN CREEK
TUCSON
WILLIAMS
CASA GRAND
CASA GRANDE
VAIL
VAIL
RIO RICO
RIO VERDE
YUMA
SCOTTSDALE
BISBEE
SAN MANUEL
NOGALES
GOODYEAR
SCOTTSDALE
SEDONA
MESA
WILLIAMS
SHOW LOW
SIERRA VISTA
TUCSON
SNOWFLAKE
SONOITA
TUCSON
KIRKLAND
PAGE
ST JOHNS
STANFIELD
GILBERT
FLAGSTAFF
SUN CITY
SUN CITY
SUN CITY
SUN CITY WEST
SUN LAKES
SUN LAKES
PEARCE
SUPERIOR
SURPRISE
MESA
SNOWFLAKE
TEMPE
THATCHER
TUCSON

TONOPAH VALLEY FIRE DISTRICT
TRI-CITY FIRE DISTRICT
TUBAC FIRE DISTRICT
TUCSON AIRPORT FIRE
TUCSON ELECTRIC POWER COMPANY
TUCSON FIRE
TUCSON FIRE DEPARTMENT
TUSAYAN FIRE DISTRICT
VERDE VALLEY FIRE DEPARTMENT
WELLTON FIRE DEPARTMENT
WESTERN ARIZONA COUNCIL OF EMERGENCY MEDICAL SVC
WHETSTONE FIRE DISTRICT
WHISPERING PINES FIRE DISTRICT
WHITE MTN APACHE FIRE & RESCUE
WHITE MTN LAKE FIRE DISTRICT
WHY FIRE DISTRICT
WICKENBURG FIRE
WILLCOX FIRE DEPARTMENT
WILLIAMS FIRE DEPARTMENT
WILLIAMSON VALLEY FIRE DISTRICT
WITTMANN FIRE DISTRICT
YARNELL FIRE DISTRICT
YAVAPAI COLLEGE
YUMA FIRE DEPARTMENT
YUMA FIRE DEPARTMENT
YUMA FIRE DEPARTMENT
APACHE COUNTY SCHOOLS BUSINESS CONSORTIUM
ARIZONA DEPARTMENT OF CORRECTIONS
CITY OF AVONDALE
CITY OF BULLHEAD CITY
CITY OF CHANDLER
CITY OF GOODYEAR
CITY OF MARICOPA
CITY OF SAN LUIS
CITY OF SIERRA VISTA
CITY OF TEMPE
CITY OF TUCSON
CITY OF YUMA
GRAHAM COUNTY
MARICOPA COUNTY
MARICOPA COUNTY
MARICOPA COUNTY
PASCUA YAQUI TRIBE
RETIRED - CITY OF MESA
TOWN OF ORO VALLEY
YUMA COUNTY

TONOPAH
CLAYPOOL
TUBAC
TUCSON
SPRINGERVILLE
TUCSON
TUCSON
GRAND CANYON
COTTONWOOD
WELLTON
YUMA
WHETSTONE
PAYSON
WHITERIVER
WHITE MTN LAKE
WHY
WICKENBURG
WILLCOX
WILLIAMS
PRESCOTT
WITTMANN
YARNELL
CLARKDALE
YUMA
YUMA
YUMA
YUMA
ST JOHNS
PHOENIX
AVONDALE
BULLHEAD CITY
CHANDLER
GOODYEAR
MARICOPA
SAN LUIS
SIERRA VISTA
TEMPE
TUCSON
YUMA
SAFFORD
PHOENIX
PHOENIX
PHOENIX
TUCSON
GILBERT
ORO VALLEY

PAGE POLICE DEPARTMENT
SAHUARITA POLICE DEPARTMENT
WILCOX DEPARTMENT OF PUBLIC SAFETY
COLORADO RIVER UNION HIGH SCHOOL DISTRICT 2
EASTERN ARIZONA COLLEGE
MARANA UNIFIED SCHOOL DISTRICT
PINON UNIFIED SCHOOL DISTRICT 4
SOLOMON ELEMENTARY SCHOOL DISTRICT 5
VALLEY VIEW ELEMENTARY SCHOOL
YUMA UNION HIGH SCHOOL DISTRICT 70/ YUMA/ DISTRICT 70 YUMA

PAGE
SAHUARITA
WILCOX
BULLHEAD CITY
THATCHER
MARANA
PINON
SOLOMON
HEREFORD

BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Malena Bazurto, Grants Manager

Date/Signature: 4/25/2013

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

Review and request approval of contract between Apache County and Woodson Engineering to complete Environmental Assessment at the Apache Fair Grounds for the 2012 CDBG Project. Cost is not to exceed \$ 12,820 and will be paid using 2012 CDBG funds assigned to the Fairgrounds Project.

Date & Time Needed: 05/08/2013

~~PRE-AGENDA ITEM REVIEW~~

Review Routing: Legal Finance Purchasing Human Resources Other

Legal Review:

Signature: _____

Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

Signature: _____

Health Department Director:

Signature: _____

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

~~BOARD ACTION TAKEN~~

Approved Disapproved Deleted Other

WOODSON

ENGINEERING & SURVEYING, INC.

124 N. Elden St., Flagstaff, AZ 86001-5262

(928) 774-4636 • Fax (928) 774-4646

April 29, 2013

Malena Bazarro
Technical Writing and Grants Management
Apache County
PO Box 697
Saint Johns, AZ 85936

Re: 113535 – Proposal for Professional Services: Preparation of Environmental Documents for Apache County Fairgrounds Improvements; CDBG Grant

Dear Malena:

Thank you for allowing us to propose on the referenced project. We have reviewed the information you have given us as well as the requirements of the Arizona Department of Housing, and feel that the level of Environmental Review required for this project is a Categorical Exclusion (CE). This is based on the assumption that the majority of the work is on already disturbed ground and will replace or rehabilitate existing structures and facilities. Our estimate is for preparing the CE only. However, should it be determined that an Environmental Assessment (EA) be required, we will need to revisit the level of effort for preparing that document.

In order to apply for a CE, a number of forms must be completed. The most extensive of these is the Statutory Worksheet which requires that notice letters be sent out to various interested and affected parties, including a SHPO review. In order to ensure that the interested and affected parties are clear on the work to be done, at least a 30% complete set of construction plans must be developed. We assume that these plans have already been completed and can be used for obtaining comment from the parties.

We propose to work on this project on a time and materials basis with a maximum estimated fee of \$12,320 plus an estimated \$500 in reimbursable expenses for a total of \$12,820. Due to the nature of the work, we feel it would be advantageous to make at least one site visit so that the forms can be filled out properly. Reimbursable expenses, such as travel, copies, postage, etc., will be billed separately as noted in the attached Woodson Standard Terms and Conditions, which are made a part of this proposal.

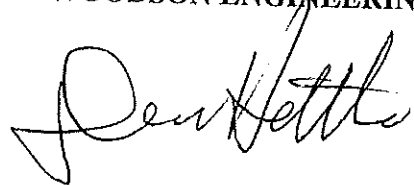
If you agree with this proposal, attached are two copies of our standard proposal form. Please sign both copies and send one back to us. Also attached is our statement of qualifications for your perusal.

April 29, 2013

We look forward in working with you on this project. Please do not hesitate to call me should you have any questions or comments on the information contained in this letter.

Sincerely,

WOODSON ENGINEERING

A handwritten signature in black ink, appearing to read "Dennis Hattem". The signature is written in a cursive style with a large initial "D".

Dennis M. Hattem, PE
Senior Project Manager

C: Mark Woodson, PE, RLS
Rick Schuller, PE

WOODSON ENGINEERING

124 N. Elden St.
Flagstaff, AZ 86001
928-774-4636 FAX 928-774-4646

PROPOSAL & CONTRACT

Date: April 29, 2013
Project: Apache Cty. CDBG
Project No: 113535

CLIENT:

Apache County
PO Box 697
Saint Johns, AZ 85936

PROJECT NAME/ LOCATION:

Preparation of environmental documents for Apache County Fairgrounds CDBG project.

SCOPE OF SERVICES: Per the attached scope of services in the letter dated april 29, 2013.

FEE ARRANGEMENT: Per the attached scope of services. We offer a 3% discount for invoices paid within 10 days.

SCHEDULE: Work shall commence upon authorization to proceed and shall be completed in accordance with schedules agreed to between the owner and consultant.

FEE FOR ADDITIONAL SERVICES: On a time and material basis per the attached Terms and Conditions.

SPECIAL CONDITIONS: Per the attached Scope of Services in the letter dated April 29, 2013.

Woodson Engineering terms and conditions are a part of this agreement.

Offered by:

FOR Mark Woodson 4/29/13
Mark Woodson, President date

Accepted by:

signature date

printed name/title

This offer is good for 30 days unless noted otherwise.

WOODSON ENGINEERING

124 N. Elden St.
Flagstaff, AZ 86001
928-774-4636 FAX 928-774-4646

PROPOSAL & CONTRACT

Date: April 29, 2013
Project: Apache Cty. CDBG
Project No: 113535

CLIENT:

Apache County
PO Box 697
Saint Johns, AZ 85936

PROJECT NAME/ LOCATION:

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SPECIAL CONDITIONS: Per the attached Scope of Services in the letter dated April 29, 2013.

Woodson Engineering terms and conditions are a part of this agreement.

Offered by:

FOI Mark Woodson 4/29/13
Mark Woodson, President date

Accepted by:

signature date

printed name/title

This offer is good for 30 days unless noted otherwise.

TERMS AND CONDITIONS

Woodson Engineering and Surveying, Inc. (Firm) shall perform the services outlined in this agreement for the stated fee arrangement.

Access to Site: The Firm will have access to the site for activities necessary for the performance of the services.

Billings/Payments: Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. **Invoices shall be due on receipt.** If the invoice is not paid within 15 days, the Firm may, without formal notice and without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Work may not resume immediately upon receipt of payment but as the Firm's schedule permits. **Objections to invoices shall be made in writing within 10 days of the invoice date.** The Firm shall not withhold its services because of the non-payment of disputed portions of a bill. **Retainers shall be credited on the final invoice.**

Late Payments: Accounts unpaid 25 days after the invoice date will be subject to a monthly service charge of 1.5% on the then unpaid, undisputed balance. In the event any portion or all of an account remains unpaid 60 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees. Payments will be credited first to interest then to principal.

Indemnification: The Firm/Client hereby indemnify and hold harmless the Client/Firm from any and all claims, damages, losses and expenses (including attorney's fees) arising out of the performance of this Agreement, except when such claims, damages, losses and expenses are caused by the negligent acts, errors or omissions of the Firm/Client.

Dispute Resolution: All disputes arising out of or related to this Agreement shall be submitted to non-binding mediation as a condition precedent to litigation. If any dispute that is submitted to mediation is not successfully resolved, the matter may be resolved through litigation in any court of competent jurisdiction.

In the event that legal action is brought by either party against the other (including action to enforce or interpret any aspect of this agreement), the prevailing party shall be reimbursed by the other for the prevailing party's legal costs, in addition to whatever other judgments or settlement sums, if any, may be due.

Certifications: The Firm shall not be required to execute any document that is not a part of this agreement.

Limitations of Liability: To the fullest extent permitted by law, Firm's total liability for any cost, loss, or damages caused in part by the negligence of the Firm and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that Firm's negligence bears to the total negligence of Client, Firm, and all other negligent entities or individual, or the total insurance proceeds paid on behalf of or to the Firm by the Firm's insurer's in settlement or satisfaction of the Client's claims.

Termination of Services: This agreement may be terminated by Client or Firm upon 30 days written notice. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable and termination expenses. Neither party shall transfer, sublet or assign any rights under or interest in this Agreement without the prior written consent of the other party.

Ownership of Documents: The Client and the Firm acknowledge that the Firm's Plans and Specifications (P&S) are instruments of professional service. Nevertheless, the P&S prepared under this Agreement shall become the property of the Client upon completion of and full payment for the Work. The Client agrees to hold harmless, indemnify, and defend the Firm against all damages, claims and losses of any kind (including defense costs), arising out of any use of the P&S on any other project or for additions to this project without appropriate compensation and written authorization of the Firm.

Fee Schedule:

Principal	\$ 175 per hour
Assoc Principal	\$ 150 per hour
Dept. Mgt./Sr. PM	\$ 140 per hour
Project Manager	\$ 130 per hour
Prof Engineer/Surveyor	\$ 120 per hour
Sr. Designer/Sr. Crew Chief	\$ 110 per hour
E/S-IT/OM/Plnr/Sr. Tch/CrewChf	\$ 95 per hour
Technician/Administrative	\$ 75 per hour
2 Person Survey Crew	\$ 160 per hour
1 Person Survey Crew	\$ 110 per hour
GPS Usage	\$ 25 per hour
Mileage	\$ 0.70 per mile

Reimbursable expenses including but not limited to: meals and lodging, long distance telephone, faxes, expedited shipping, printing and copying, will be billed with a 15% markup and are not included in our lump sum or hourly fees unless the contract specifically states that they are included.

Expert witness and other services related to litigation or arbitration including preparation and on-call time will be charged at 1.5 times the hourly rate.

**STATEMENT
OF
QUALIFICATIONS**



**SURVEYING, PLANNING,
CIVIL ENGINEERING AND
CONSTRUCTION MANAGEMENT**

WOODSON

ENGINEERING & SURVEYING, INC.

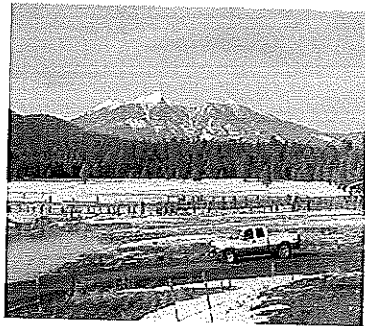
124 N. Eiden Street • Flagstaff, AZ 86001

928-774-4636 • Fax 928-774-4646

WWW.WOODSONENG.COM

Statement of Qualifications

Woodson Engineering and Surveying, Inc. is a multi-disciplinary firm in Flagstaff, Arizona, engaged in land surveying, land planning, and civil engineering. We realize that service to our clients is our most important marketing tool. Service, along with the knowledge and experience of our personnel and the state-of-the-art equipment that is available to our personnel, leads to the successful completion of quality projects. Woodson Engineering is unique in its ability to successfully work with both private developers and public agency clients, and can handle a broad range of project.



Since 1994, the objective of Woodson Engineering has been to provide quality surveying, planning and civil engineering services to our clients. This is accomplished because of our commitment to excellence.

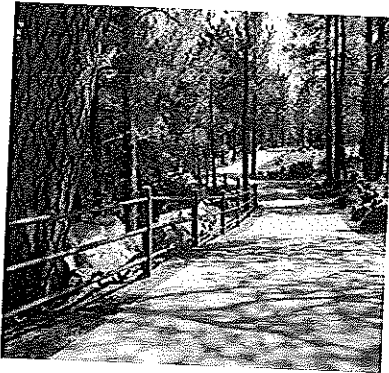
SERVICES

- **Surveying** – Boundary and cadastral surveys, right-of-way surveys, subdivision layouts, parcel splits, topographic surveys, asbuilt surveys, ALTA surveys, construction staking.
- **Feasibility Studies, Preliminary Planning, Land Use and Master Plans** - Investigation of development potential and costs, preliminary development plans or alignment studies, improvement district development, project scoping, development master plans and land use planning.
- **Site Development** - Residential, institutional, commercial and industrial developments ranging from single building site plans to large developments.
- **Right-of-way Services** - Alignment studies, surveys, and mapping, negotiations for property acquisitions, research property ownership and easements, write legal descriptions, recording of documents, and final property staking.
- **Infrastructure Studies and Design** - Water, sewer, drainage, roadway, facility and airport studies and designs for individual residences and site plans, subdivision, or large municipal systems.
- **Drainage and Flood Control** – From permitting to local storm drains and detention basins to major flood control studies and projects.
- **Construction Contract Administration** - Cost estimating, specifications, bidding assistance, and overall construction administration.
- **Government Engineering On-Call Services** - Services such as plan review, planning and programming of capital improvement plans, and other contract government engineering services.

Statement of Qualifications

PROFESSIONAL STAFF

Mark Woodson, PE, RLS
Rick Schuller, PE
Dennis Hattem, PE
Jeff Swan, PE, RLS, CFM
Jim Folkers, RLS
Alicia Stoffers, PE
John Carr, PE, CFM
Chris Hull, RLS



MARK W. WOODSON, PE, RLS – Principal

Mr. Woodson has over 35 years' experience in civil engineering and land surveying. His professional experience includes all types of public works projects, private development engineering, and municipal engineering services. As the Principal of his own firm, he is responsible for complete oversight of client projects.

RICK SCHULLER, PE – Associate Principal

Mr. Schuller has over 23 years' experience in civil engineering. His experience includes engineering services for complex public improvement, residential, commercial and industrial projects. Responsibilities include design development, construction documents, government approvals, management of engineering projects, client contact, construction management and administration.

DENNIS M. HATTEM, P.E. – Sr. Project Manager

Mr. Hattem has over 36 years' experience in the planning, design and construction of civil and environmental engineering projects. This includes site design, water/wastewater, permitting, solid and hazardous waste. He is responsible for management, planning, design and construction of client projects.

JEFF SWAN, PE, RLS, CFM - Sr. Project Manager

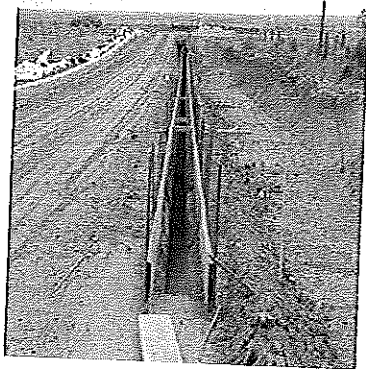
Jeff has over 41 years of civil and transportation engineering experience, including serving as ADOT Holbrook District Engineer. He has provided the leadership for and the management of major infrastructure programs including project design, construction and transportation operations. His areas of expertise include public policy development, intergovernmental relations, resource allocation, design review, workshop and work group facilitation, project management, data collection and analysis, contract administration, budget preparation, public/political representation, and state/tribal relations.

JIM FOLKERS, RLS – Survey Manager

Jim has over 39 years experience in survey-related work. His responsibilities include management of all survey projects in the office. His work includes all aspects of land surveying, such as small lot, roadway and airport surveys, water and sewer improvement construction staking for subdivisions, site construction and public infrastructure improvements, GPS topographic, boundary surveys, and ALTA surveys.

**PROFESSIONAL
STAFF (continued)**

Mark Woodson, PE, RLS
Rick Schuller, PE
Dennis Hatten, PE
Jeff Swan, PE, RLS, CFM
Jim Folkers, RLS
Alicia Stoffers, PE
John Carr, PE, CFM
Chris Hull, RLS



ALICIA STOFFERS, PE

Ms. Stoffers has been working for Woodson Engineering for 11 years, having graduated from Northern Arizona University in 2002, with a degree in civil engineering, and an emphasis in environmental engineering. For Woodson Engineering, Ms. Stoffers has gained experience in the design of roads, water modeling, wastewater treatment, parking lots, subdivisions, drainage and grading. She is proficient in using the civil design software Eagle Point, AutoCad, WaterCAD, Pondpak and MicroStation.

JOHN L. CARR, PE, CFM

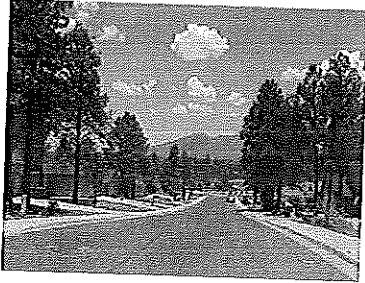
Mr. Carr has over 17 years' experience in civil engineering including six years of project manager/project engineer of residential and commercial developments in northern Arizona. His experience includes site development, hydrology, hydraulics, construction cost estimates, pavement management assessment, project management, construction observations, and field verification. He is responsible for management, planning, design and construction of client projects.

CHRIS HULL, RLS – Senior Crew Chief

Chris has over 15 years' experience in survey-related work. His responsibilities include office survey calculation, CADD drafting, redline drafters, research and quality control. He also serves as Party Chief when needed. In the field, Chris' work includes all aspects of land surveying, such as lot surveys, large cadastral surveys, roadway and airport surveys, municipal, highway, and private construction staking, site construction and public infrastructure improvements, topographic and boundary surveys, and ALTA surveys. Chris uses both GPS and conventional survey equipment. His office duties include calculations, research of public records, legal descriptions, and drafting.

Statement of Qualifications

LAND DEVELOPMENT PROJECTS



Other areas of work

Airports
Commercial/Retail
Public Works
Transportation
Medical
Hotel/Motel
Residential
Industrial
Office Building, Industrial Park
Recreational, Parks, Trails
Wastewater Systems
Solid Waste
Storm Water
Flood Control
Flood Studies
Water Systems
Government Services
Construction Administration
Land Planning
Surveying
Traffic Engineering
Zoning and Use Permits
Property Evaluations
Educational



Grand Canyon Airpark, Valle AZ. Provided planning, surveying and engineering services for a 181 acre subdivision in Valle, Coconino County. This work included rezoning to minimum 1 acre parcels with larger parcels, up to 10 acres, for taxiway access to the Valle Airport. Engineering design included all roads, water distribution system and sewer collection systems.

Anasazi Ridge, Flagstaff, AZ. Surveying, planning and engineering services necessary to provide for the planning, platting and construction plan approval for this residential subdivision of approximately 103 units and 2 apartment blocks on 45 acres.

The Sanctuary, Flagstaff, AZ. Provided all survey, planning and engineering services for construction of a 46-lot, 10.4-acre subdivision in west Flagstaff. These services include preparation and presentation of documents before the Flagstaff Design Review Board, Planning and Zoning Commission and Stormwater Management Section.

Ponderosa Trails Subdivision, Flagstaff, AZ. Provide all surveying, planning and engineering services necessary to obtain all City permits, and prepare construction documents for final units of Ponderosa Trails with 450 lots on 110 acres.

Slayton Ranch Estates, Flagstaff, AZ. Provide surveying, planning and engineering services for the design and platting of 85 family residential lots in Doney Park.

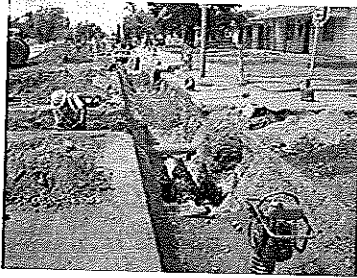
Sycamore Point, Williams, AZ. Provided surveying, planning and engineering services necessary to complete the platting and design of a 13.5 acre single family residential subdivision consisting of 40 lots.

Iron Horse Subdivision, Winslow, AZ. Provided surveying, planning and engineering services necessary for the planning (rezoning and annexation) of a 450-lot subdivision on 150 acres.

Forest Ridge, Flagstaff, AZ. Completed the feasibility study, planning and construction documents for a large, 13-lot single-family residential development.

Statement of Qualifications

WATER AND WASTEWATER



Other areas of work

Airports
Commercial/Retail
Educational
Public Works
Medical
Hotel/Motel
Residential
Industrial
Office Building, Industrial Park
Recreational, Parks, Trails
Solid Waste
Storm Water
Flood Control
Flood Studies
Water Systems
Government Services
Construction Administration
Land Planning
Surveying
Traffic Engineering
Zoning and Use Permits
Property Evaluations



Grand Canyon Airpark, Valle AZ. Provided planning, surveying and engineering services for a 181 acre subdivision in Valle, Coconino County. This work included rezoning to minimum 1 acre parcels with larger parcels, up to 10 acres, for taxiway access to the Valle Airport. Engineering design included all roads, water distribution system and sewer collection systems.

City of Winslow, Winslow, AZ. Contract City Engineering services for the city. Our work assignments include: planning and design for miscellaneous water and wastewater improvements, capital programming and budgeting for utility projects, construction management for city projects, and other general City Engineering duties.

Sedona Odor Control, Sedona AZ. Provided survey and design of an odor control facility located on Highway 89A.

ADOT Page Maintenance, Page AZ. Provided Survey and Design including; flow rates, materials of construction, emergency storage requirements, recommendations for crossing US 89 Identification and review of existing environmental and land use permits.

City of Holbrook, Holbrook, AZ. Prepared AZPDES permit application and SWPPP for Painted Mesa Water Reclamation Plant.

Doney Park Water Company (DPW), Flagstaff, AZ. Woodson Engineering served as the Engineer for DPW. Our services included system mapping and modeling, line extension designs and construction administration and observation, and major system upgrade designs.

Cedar School, White Cone, AZ. Provided surveying, planning, engineering for the design and construction of the new campus.

SCA Reclamation, Flagstaff, AZ. For the City of Flagstaff, provided planning and design of a new industrial wastewater pump station for a large paper manufacturing facility in Flagstaff. The design also included a reclaimed water line from the City of Flagstaff's Rio de Flag wastewater plant, to be used as production water in the facility. Reclaimed supply of 250 GPM 24 hours per day was required.

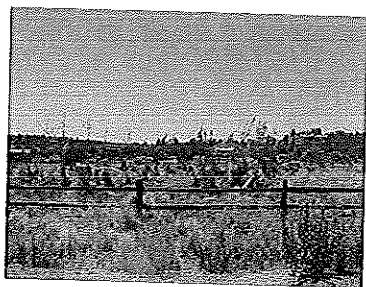
Statement of Qualifications

BOUNDARY, TOPOGRAPHIC AND OTHER SURVEYS



Other areas of work

Airports
Commercial/Retail
Educational
Public Works
Medical
Hotel/Motel
Residential
Industrial
Office Building, Industrial Park
Recreational, Parks, Trails
Wastewater Systems
Solid Waste
Storm Water
Flood Control
Flood Studies
Water Systems
Government Services
Construction Administration
Land Planning
Traffic Engineering
Zoning and Use Permits
Property Evaluations



City of Flagstaff, Beaver and San Francisco Street, Flagstaff, AZ. Provided survey and engineering services for Phase I and Phase II of the project with respect to streetscape and intersection design elements.

City of Winslow, Winslow, AZ. Contract City Engineering and Surveying services. Assignments include boundary and topographic surveys, including aerial topography of entire downtown area.

City of Williams, Country Club Road, Williams, AZ. Survey and design of nearly 1 1/2 miles of a 2-lane rural roadway.

Western Wind Energy, Kingman AZ. Provide boundary and topography for +/- 640 acres for a wind energy resource recovery project consisting of 15 turbine sites.

Flagstaff Unified School District, Flagstaff, AZ. Boundary and topographic surveys for several public schools in the Flagstaff area.

Painted Desert Landfill, Joseph City AZ. Boundary and retracement survey of 9 sections of land for three miles of new road. This included extensive retracement of old subdivision surveys and re-establishing property and boundary corners.

Slayton Ranch, Flagstaff, AZ. Provided a three mile topographic survey for Doney Park Water. This project included section research, control survey and re-establishment of nine sections of land.

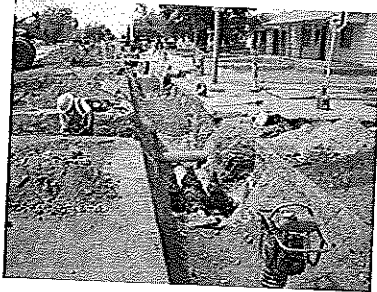
City of Winslow, Winslow Levees, Winslow, AZ. Boundary and retracement survey of six miles of existing levee to refurbish for City of Winslow.

Switzer Canyon Condos, Flagstaff, AZ. Provided surveying, planning and engineering services necessary to provide site plan and construction docs for a condominium project of 94 units plus on 19 acres.

ADOT Little Colorado River Tribal Park Access, SR 264, AZ. Prepare a Project Assessment for a new access road to the existing tribal park and scenic outlook.

Statement of Qualifications

PUBLIC WORKS PROJECTS



Other areas of work

Airports
Commercial/Retail
Educational
Transportation
Medical
Hotel/Motel
Residential
Industrial
Office Building, Industrial Park
Recreational, Parks, Trails
Wastewater Systems
Solid Waste
Storm Water
Flood Control
Flood Studies
Water Systems
Government Services
Construction Administration
Land Planning
Surveying
Traffic Engineering
Zoning and Use Permits
Property Evaluations



City of Winslow, Winslow, AZ. Contract City Engineering services for the City. Assignments include: private development review, capital programming and budgeting, capital project design and construction management, and other general City Engineering duties.

City of Holbrook, Holbrook, AZ. Contract City Engineering services for the City. Assignments included private development review, capital programming and budgeting, capital project design, construction management, coordinating airport improvements, and other City Engineering duties.

Flagstaff Unified School District, Flagstaff, AZ. For FUSD we provided on-call engineering and surveying services. Our primary work is the design and construction of Adjacent Ways projects, which include parking and drop-off areas adjacent to public streets.

Cedar School, White Cone, AZ. Provided surveying, planning, engineering for the design and construction of the new campus.

Doney Park Water (DPW), Flagstaff, AZ. We provided on-call engineering and surveying services for DPW including the design and construction management of customer and capital project line extensions.

City of Flagstaff Route 66 Bus Stops, Flagstaff, AZ. For the City of Flagstaff, provided surveying, planning and design for the construction of new bus stops along this historic route.

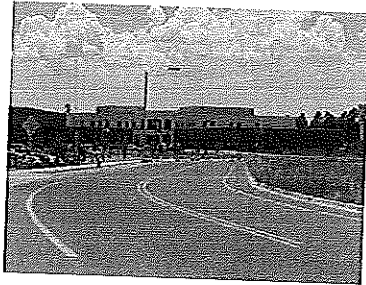
Coconino Community College, Flagstaff, AZ. We provided surveying, planning, engineering and public involvement for the master planning and design of the new 40 acre Coconino Community College campus in Flagstaff.

Northern Arizona University, Flagstaff, AZ. We provided on-call surveying and engineering services for miscellaneous projects throughout the Flagstaff campus

USGS Complex, Flagstaff, AZ. We provided topographic survey and site design for the new United States Geologic Survey campus improvements being provided in cooperation with the City of Flagstaff.

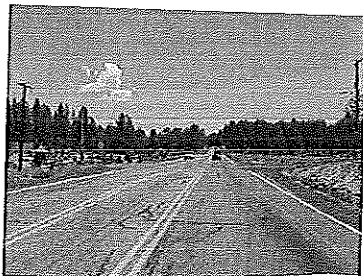
Statement of Qualifications

TRANSPORTATION PROJECTS



Other areas of work

Airports
Commercial/Retail
Educational
Public Works
Medical
Hotel/Motel
Residential
Industrial
Office Building, Industrial Park
Recreational, Parks, Trails
Wastewater Systems
Solid Waste
Storm Water
Flood Control
Flood Studies
Water Systems
Government Services
Construction Administration
Land Planning
Surveying
Traffic Engineering
Zoning and Use Permits
Property Evaluations



Arizona Department of Transportation – East Flagstaff Traffic Interchange, Flagstaff, AZ. Provided supplemental surveys and utility relocation design for the redesign of the interchange linking I-40, State Route 89 and Historic Route 66 in East Flagstaff. The utility relocation design involved locating all existing utility facilities in the area and working with representatives of the utilities to accommodate planned improvements.

City of Winslow, Mike's Pike, Winslow, AZ. Our work on the Mike's Pike Extension Phases 1 and 2 included submittal and approval of a Transportation Grant for construction funding through NACOG, alignment study and right-of-way negotiations and acquisition from adjacent property owners, right-of-way and topographic mapping, design and construction administration and all paperwork necessary to finalize the funding.

City of Williams, Country Club Road, Williams, AZ. Survey and design of nearly 1 1/2 miles of a 2-lane rural roadway. Work included drainage, analysis, relocation of utilities, design of road cross section and driveways.

City of Winslow, Renaissance II and III, Winslow, AZ. These projects involved the survey, planning design and construction of major road enhancement projects along Route 66 in downtown Winslow. The enhancements included new curb, gutter and sidewalk, irrigation and landscaping, safety extensions and ADA ramps. Also included with these enhancements were concrete grinding and sealing and asphalt milling and replacement.

City of Snowflake, Concho Road, Snowflake, AZ. Provided survey and engineering services necessary to complete the design and construction of the Concho Bridge – Woodruff Road Intersection.

City of Flagstaff, Beaver and San Francisco Street, Flagstaff, AZ. Provided survey and engineering services for Phase I and Phase II of the project with respect to streetscape and intersection design elements.

City of Flagstaff, Route 66, Flagstaff AZ. Provided a design to have a more pedestrian friendly walkway that is wider and has parkways to separate the pedestrians from the roadway. The plan incorporated the use of urban design features including parkway trees, decorative lighting and streetscape furniture.

Statement of Qualifications

EDUCATIONAL AND INSTITUTIONAL PROJECTS



Other areas of work

Airports
Commercial/Retail
Public Works
Medical
Hotel/Motel
Residential
Industrial
Office Building, Industrial Park
Recreational, Parks, Trails
Solid Waste
Storm Water
Flood Control
Flood Studies
Water Systems
Government Services
Construction Administration
Land Planning
Surveying
Traffic Engineering
Zoning and Use Permits
Property Evaluations



Flagstaff Unified School District, Flagstaff, AZ. Provide on-call surveying, planning, engineering and construction administration services to the District. Assignments to include: project planning and assessments, capital programming and budgeting, capital project design and construction management, and other general duties. Specific projects include design improvements for student access, bus and parent drop-off areas and parking improvements using Adjacent Ways funding. Work also includes the review and rating of all school facilities for the annual pavement maintenance contract.

Winslow Unified School District, Winslow, AZ. Designed an 8-lot subdivision with water, sewer and dry utilities. Subdivision is part of the Winslow High School Vocational Education Program.

Cedar School District, White Cone, AZ. Provided surveying, planning, engineering for the design and construction of the new campus. The campus includes both an elementary and high school. Survey services included working with BIA in state plane coordinates, as well as boundary, topo, asbuilts and right-of-way research

Cedar School District, Jeddito, AZ. Work involved erosion and drainage control, and grading for building addition and playing fields for an existing elementary school. Work included as-built, topographic and boundary survey of entire site.

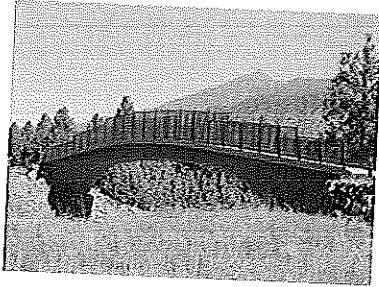
Coconino Community College, Flagstaff, AZ. With the architect, Jones Studio out of Phoenix, AZ. Woodson Engineering provided surveying, planning, engineering and public involvement for the master planning and design of the new 40-acre Coconino Community College campus in Flagstaff, AZ.

Northern Arizona University, Flagstaff, AZ. Provided on-call surveying and engineering services for miscellaneous projects.

US Geological Survey Complex, Flagstaff, AZ. This project was contracted by the City of Flagstaff to provide a new building to be leased to the USGS at their existing campus in Flagstaff. Services included site survey, planning, design and construction administration.

Statement of Qualifications

RECREATION, PARKS, TRAILS AND CULTURAL FACILITIES



Other areas of work

Airports
Commercial/Retail
Public Works
Medical
Hotel/Motel
Residential
Industrial
Educational
Office Building, Industrial Park
Solid Waste
Storm Water
Flood Control
Flood Studies
Water Systems
Government Services
Construction Administration
Land Planning
Surveying
Traffic Engineering
Zoning and Use Permits
Property Evaluations



Flagstaff Urban Trail System Rio North, Flagstaff, AZ. For the City of Flagstaff, we provided on-call work for this important trail link that included the construction of two bridges, multiple access points and drainage crossings, surveying the corridor, right-of-way acquisition, design and construction.

Grand Canyon Topo, Grand Canyon AZ. Prepared topographic and asbuilt survey of five separate sites. These will range in size from approximately 80' by 80' to 160' by 120' in area. These topographic surveys showed all existing features in the designated areas, contain 1 foot contours, and locate trees 2" and larger.

McHood Park Campground Improvements, Winslow, AZ. For the City of Winslow, we designed plans and specifications for new campground facilities and renovation of existing facilities, including paved roadways, paved campground stalls, beach improvements, signage, updated landscaping and irrigation systems.

The Arboretum at Flagstaff, Flagstaff, AZ. For the architect, Line and Space, LLC, Tucson, AZ, provided engineering assistance for the design development to implement the Master Plan of the site, including a new visitor center and research facilities.

Museum of Northern Arizona, Flagstaff, AZ. For the Museum Director, provided on-call surveying and engineering services. Work included surveying and engineering design for the Branigar/Chase Discovery Center addition.

Bushmaster and Bow & Arrow Parks Master Plans, Flagstaff, AZ. For the landscape architect, Cella Barr Associates, Phoenix, AZ, provided surveying, engineering and construction management services for the master planning and design of park improvements for the City of Flagstaff.

Bell Rock Parking Lot, Sedona, AZ., 1997. For the Sedona Ranger District, Coconino National Forest, USFS, provided boundary and topographic survey, design and coordination for a visitor's parking lot along US 179.

Hubbell Trading Post, Winslow, AZ.. Provided services for the City of Winslow which included surveying for the acquisition of the historical Hubbell Trading Post

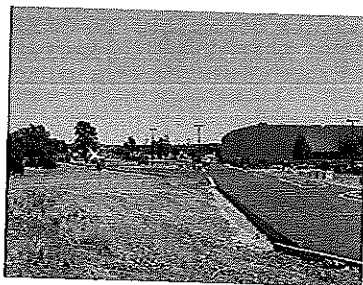
Statement of Qualifications

OFFICE/ INDUSTRIAL



Other areas of work

Airports
Educational
Transportation
Medical
Hotel/Motel
Residential
Industrial
Commercial/Retail
Recreational, Parks, Trails
Wastewater Systems
Solid Waste
Storm Water
Flood Control
Flood Studies
Water Systems
Government Services
Construction Administration
Land Planning
Public Utilities
Surveying
Traffic Engineering
Zoning and Use Permits
Property Evaluations
Public Works Projects



Walgreen's Warehouse Parking Lot, Flagstaff, AZ. Services included site survey and design for the construction of an additional 270 space employee parking lot and expansion of the truck loading and storage lot at the warehouse distribution facility in Flagstaff.

US Geological Survey, Flagstaff, AZ. This project was contracted by the City of Flagstaff to provide a new building to be leased to the USGS at their existing campus in Flagstaff. Services included site survey, planning, design and construction administration.

HomCo South Yard, Flagstaff, AZ. Over the years, we have provided numerous surveys and designs for additions and expansions of the existing lumber yard and home center.

Waste Management Transfer Station, Flagstaff, AZ. This project involved the rezoning of the 80 acre Yellow Freight trucking site to a waste transfer station. Once approval was obtained, we provided design and construction administration of the 8 bay truck maintenance facility, the waste transfer building and loading ramp and the upgraded wastewater treatment package plant.

Pinchot Office Building, Phoenix, AZ. This project involved the site survey and design for a 40,000 sf office building. The site was comprised of an abandoned street and 5 residential lots, which we gained approval to develop the project on.

Nackard Beverage, Flagstaff, AZ. This project was to develop a paving and drainage plan for the existing wholesale beverage warehouse in east Flagstaff. The design had to accommodate the on-going use of the warehouse and yard during construction.

Flagstaff Auto Mall, Flagstaff, AZ. This project involved the master planning and rezoning of the 40 acre Stone Container lumber mill site in central Flagstaff, to be converted to an auto mall use.

Winslow Airport Industrial Park, Winslow, AZ. This work for the City of Winslow involved the master plan and subdivision of the city's 80 acres at the municipal airport.



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: County Manager/Community Development

Date: 05/07/13

Signature: _____

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

Request authorization to modify Administrative Asst I Shanna Pearce's position from part time 19 hours to full time 40 hours and assign her the additional duties of the switchboard/mailroom.

Date & Time Needed: _____

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

Legal Review: _____
Signature: _____

Finance Review: _____
Signature: _____

Purchasing Review: _____
Signature: _____

Human Resources Review: _____
Signature: _____

Other Review: _____
Signature: _____

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

BOARD ACTION TAKEN

//Approved / /Disapproved / /Deleted / /Continued to: _____

Signature Clerk of Board

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

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

Date/Signature: 5/1/13 D. Wenzel

Describe in detail what you want to say to the Board and what action you want the Board to take:
Req. Authorization to cancel the lease
with Town of Egan for use of the
Rodeo grounds.

BOS Meeting Date Requested 5/9/13

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____
Signature: _____

Finance Review: _____
Signature: _____

Purchasing Review: _____
Signature: _____

Human Resources Review: _____
Signature: _____

Other Review: _____
Signature: _____

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



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Sheriff's Office

Date: 04/29/13

Signature: _____

[Handwritten Signature]

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

Request approval of the High Intensity Drug Trafficking Area (HIDTA) grant in the amount up to \$4,000.00 to be used for domestic highway enforcement activities.

Date & Time Needed: May 7, 2013

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

Legal Review: Sent for legal review on 4-29-13
Signature: _____

Finance Review: _____
Signature: _____

Purchasing Review: _____
Signature: _____

Human Resources Review: _____
Signature: _____

Other Review: _____
Signature: _____

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

BOARD ACTION TAKEN

//Approved //Disapproved //Deleted //Continued to: _____

Signature Clerk of Board

Beth Bond

From: Stephenie Puzzi-Vallejos
Sent: Tuesday, April 30, 2013 1:53 PM
To: Beth Bond
Subject: FW: Board Agenda Item

From: Joe Young [mailto:JYoung@apachelaw.net]
Sent: Tuesday, April 30, 2013 6:52 AM
To: Stephenie Puzzi-Vallejos
Subject: RE: Board Agenda Item

I have reviewed the agenda item and the document provided, it is legal and generally complies with the requirements for such documents.

From: Stephenie Puzzi-Vallejos [spuzzi@co.apache.az.us]
Sent: Monday, April 29, 2013 10:57 AM
To: Joe Young
Subject: Board Agenda Item

Dear Mr. Young:

Attached please find a copy of the High Intensity Drug Trafficking Area (HIDTA) Grant in the amount up to \$4,000.00. Our office would like to have this added to the agenda for the board meeting on May 7, 2013.

Please call myself or Commander Spivey if you have any questions.

Thank you,

Stephenie Puzzi-Vallejos
ACCENT Coordinator
Apache County Sheriff's Office
PO Box 518
St Johns, AZ 85936
Office: 928-337-7585



DOMESTIC HIGHWAY ENFORCEMENT REQUEST
(Requests will be processed through the DHE Coordinator)

Tab to advance to each field

Requestor	
Name: Lance Spivey Agency: Apache County Sheriff's Office Title: Commander Task Force: Apache County Cooperative Enforcement Narcotics Team	Phone Number: 928-245-0173 Email: lspivey@co.apache.az.us
Funding Request	
Total Amount Requested: \$4,000	Check here if partial funding is an option <input checked="" type="checkbox"/>
Justification	
<p>Operational Overview, including Interdiction Operation description (<i>dates, times, location, etc.</i>):</p> <p>The Apache County Sheriff's Office will conduct the following operations during Operation Arizona 2013:</p> <p>May 21 - 23, 2013: The Apache County Sheriff's Office (ACCENT); Navajo County Sheriff's Office (MCAT); the Arizona Attorney General's Office; the Arizona Department of Transportation (Enforcement Compliance Division) will be conducting a Port of Entry detail at the Sanders Port of Entry in Apache County, Arizona. During this operational period, these agencies will focus on commercial vehicle interdiction and passenger car interdiction in and around the Port of Entry.</p> <p>May 24 - June 7, 2013: The Apache County Sheriff's Office will continue to conduct domestic highway enforcement operations through the portions of Interstate 40 and Highway 60 that pass through Apache County, Arizona by deploying its 2 full-time interdiction K9 officers on these two thoroughfares during this time period.</p>	
Operational Coordination	
<input checked="" type="checkbox"/> Operation entered into COPS	

For HIDTA Use:	
_____	_____
DHE Program Coordinator	Date
Comments: _____	
Approved <input type="checkbox"/>	Denied <input type="checkbox"/>

HIDTA Director's Signature

Date

Comments: _____

County officials urge action on county priorities

St. Johns, Arizona May 7, 2013—Elected officials from Arizona’s fifteen counties are urging Governor Jan Brewer, Senate President Andy Biggs, House Speaker Andy Tobin and the legislature, to return millions of dollars in county funds the state diverted during the recent economic crisis.

Referring to the request made to the governor and all 90 lawmakers, County Supervisors Association President and Yuma County Supervisor Lenore Stuart said, “Though the state and municipalities are seeing an uptick in revenues, county revenues continue to be suppressed by falling property tax collections and federal cuts to local resources. Given the financial situation of counties across the state, lawmakers should return county tax dollars so they can support local services, such as public safety and road maintenance.”

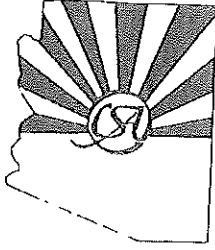
Tom White, Apache County Chairman of the Board added: “In Apache County, we are working on our FY 2014 budget and resources are extremely limited. We urge the Governor and the legislature to restore the \$550,000 lottery money that was taken from the counties, and to stop the diversion of Highway User Revenue Funds to DPS. These funds are critical for operations, and must be restored for local use.”

The letter, signed by the chairperson of each county board of supervisors, stated it was critical the state restore those funds to the individual counties for local county services and constituent needs.

Specifically, the county leaders asked state officials to:

- Eliminate county payments to the Arizona State Hospital (ASH). Beginning in FY2010, the state required counties to fund treatment of sexually violent persons incarcerated at ASH. Since then, counties have paid \$10.9 million to the state agency for services previously provided by and funded through the state.
- Restore local government Highway User Revenue Funds (HURF). For most counties, HURF is the only revenue source available to maintain, repair and build roads. Since FY09, more than \$100 million of county HURF resources have been diverted to backfill general fund losses to state agencies. Restoration of HURF dollars will provide approximately \$20.9 million annually so counties can perform critical road maintenance.
- Re-establish the counties’ share of Lottery revenues. In FY 2011, the state budget eliminated the allocation of \$7.65 million of lottery revenues. Lottery revenues provide partial compensation to counties for performing state-mandated functions.

CSA is a non-partisan, non-profit research and advocacy organization representing Arizona’s 61 county supervisors. For more than 30 years, CSA has served as a forum for county leaders to address important issues facing local constituents and develop a proactive state and federal policy agenda. The organization is led by an executive board comprised of supervisors elected by their peers and is staffed by a team of professional policy analysts.



County Supervisors Association of Arizona

April 18, 2013

The Honorable Janice K. Brewer
Governor, State of Arizona
Executive Tower
1700 West Washington Street
Phoenix, Arizona 85007

The Honorable Andy Biggs
President, Arizona State Senate
1700 West Washington Street
Phoenix, Arizona 85007

The Honorable Andy Tobin
Speaker, Arizona House of Representatives
1700 West Washington Street
Phoenix, Arizona 85007

Dear Governor Brewer, President Biggs, and Speaker Tobin:

Thank you for your strong support of county issues during this legislative session. As you enter budget discussions in earnest, we are writing to share with you the ongoing fiscal difficulties facing Arizona's counties and to request your support for our state budget priorities.

Five years have passed since the Great Recession began, and, unfortunately, Arizona's counties continue to bear the burden of the economic downturn. Counties have a statutorily limited revenue base and are heavily reliant on property taxes. Amid reports of improved revenues within municipality and state coffers, county finances are facing the possibility of losing more than \$61 million statewide in the upcoming fiscal year. This bleak prospect exists because, after a lengthy appeals process, property values for the new fiscal year will be based on 2010 assessments, reflecting the values at the depth of the real estate crisis. In addition, economists suggest property tax revenues will not rebound for at least two more years.

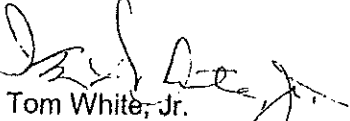
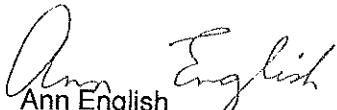
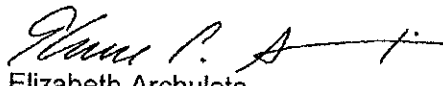
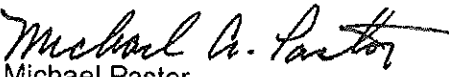
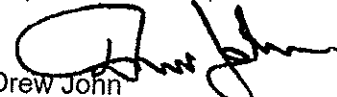
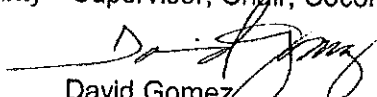
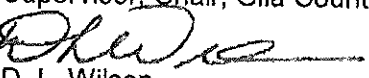

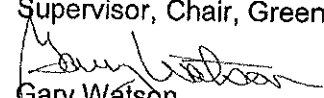
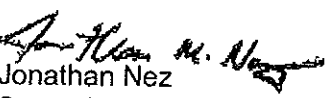

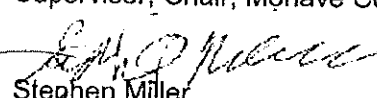
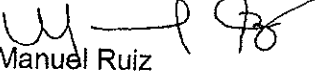
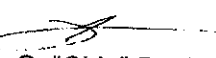
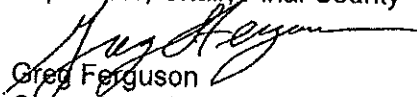

Also worth noting, counties will continue to see reductions in federal resources that have helped fund important county services. For example, the federal sequestration has already reduced the Payment in Lieu of Taxes program, resources that are supposed to help offset the costs of federally-held lands within county boundaries. Similarly, there have been reductions in funding for clean water and air quality activities, as well as cuts in support for local law enforcement and criminal justice efforts, including the State Criminal Alien Assistance Program. Every indication is that these programs will be further reduced as the federal government struggles to resolve its financial difficulties going forward.

Clearly, the ability for the counties to provide state mandated services is severely constrained and, unfortunately, is forecasted to continue to degrade over the next few years. In order to meet the basic functions of local government counties are required to perform, we believe it is critical that the state address damaging policies instituted to assist the state during the depths of the economic crisis by restoring resources that should be properly utilized for local county services and constituent needs. Accordingly, we respectfully urge you to support the following county priorities during your budget discussions:

- Eliminate county payments to the Arizona State Hospital for the Sexually Violent Prisoner population.
- Restore the Local Government HURF, the only revenue source counties have to maintain, repair and build roads.
- Re-establish the share of Lottery revenues for all 15 Arizona counties.

These priorities make public policy sense. We understand the budget decisions you will be making in the coming weeks will be challenging. We value our strong partnership and are hopeful for your continued support of our county priorities this year.

Respectfully,

 Tom White, Jr. Supervisor, Chair, Apache County	 Ann English Supervisor, Chair, Cochise County	 Elizabeth Archuleta Supervisor, Chair, Coconino County
 Michael Pastor Supervisor, Chair, Gila County	 Drew John Supervisor, Chair, Graham County	 David Gomez Supervisor, Chair, Greenlee County
 D. L. Wilson Supervisor, Chair, La Paz County	 Andrew Kunasek Supervisor, Chair, Maricopa County	 Gary Watson Supervisor, Chair, Mohave County
 Jonathan Nez Supervisor, Chair, Navajo County	 Ramon Valadez Supervisor, Chair, Pima County	 Stephen Miller Supervisor, Chair, Pinal County
 Manuel Ruiz Supervisor, Chair, Santa Cruz County	 A. G. "Chip" Davis Supervisor, Chair, Yavapai County	 Greg Ferguson Supervisor, Chair, Yuma County
 Craig Sullivan Executive Director, County Supervisors Association		

Attachments Enclosed

cc: All Members of the Arizona State Legislature



County Supervisors ASSOCIATION of Arizona

County Primary Net Assessed Value Decreases for Fourth Consecutive Year

Primary Net Assessed Value (NAV) is the property tax base that counties can apply a Primary Property Tax rate to generate revenue for the county general fund, as well as dedicated funds.

Primary Net Assessed Value (in dollars)							
	FY 2008	FY 2009	FY 2010	FY 2011	FY2012	FY 2013	FY 2014 [^]
Apache	336,596,256	435,342,926	477,877,381	503,365,682	525,209,726	544,620,229	525,723,278
Cochise	812,722,290	903,521,761	986,677,834	1,042,041,186	1,049,827,355	1,038,327,080	1,006,475,403
Coconino	1,514,258,140	1,686,709,736	1,845,010,413	1,920,050,800	1,808,850,474	1,747,818,103	1,519,086,333
Gila	453,078,054	513,379,379	597,147,399	568,461,573	517,793,688	490,120,381	438,624,843
Graham	135,117,570	175,244,227	221,874,583	217,455,207	228,474,104	208,931,298	192,240,653
Greenlee	289,217,635	445,025,593	485,530,992	269,441,653	280,460,740	378,114,177	335,715,128
La Paz	170,555,367	191,349,824	209,757,376	225,558,163	226,792,253	227,958,224	216,835,366
Maricopa	38,930,267,550	44,881,602,698	49,679,450,143	46,842,818,990	38,492,098,635	34,263,842,274	31,996,204,979
Mohave	1,890,688,680	2,286,744,927	2,533,124,357	2,321,464,632	1,932,681,722	1,791,765,155	1,771,371,872
Navajo	812,314,271	908,393,696	998,761,898	1,059,004,850	1,026,137,125	974,292,390	903,351,854
Pima	7,353,331,088	8,230,966,534	8,986,316,666	8,939,647,260	8,310,120,212	8,073,937,734	7,559,129,097
Pinal	1,908,801,658	2,473,499,660	2,880,552,087	2,562,246,078	2,160,151,164	2,153,783,739	1,988,882,373
Santa Cr.	312,714,438	352,686,375	389,928,296	411,470,857	382,619,719	369,498,126	338,356,662
Yavapai	2,470,265,871	2,954,598,732	3,274,078,347	3,187,559,879	2,712,177,881	2,405,473,723	2,232,629,599
Yuma	937,839,418	1,079,816,171	1,214,007,605	1,301,330,388	1,247,085,332	1,186,605,732	1,112,115,440
Total	58,327,768,286	67,518,882,239	74,780,095,377	71,371,917,198	60,900,480,130	55,855,088,365	52,136,742,880

Percentage Change from Previous Year						
	FY 2009	FY 2010	FY 2011	FY2012	FY 2013	FY 2014 [^]
Apache	29.34%	9.77%	5.33%	4.34%	3.70%	-3.47%
Cochise	11.17%	9.20%	5.61%	0.75%	-1.10%	-3.07%
Coconino	11.39%	9.39%	4.07%	-5.79%	-3.37%	-13.09%
Gila	13.31%	16.32%	-4.80%	-8.91%	-5.34%	-10.51%
Graham	29.70%	26.61%	-1.99%	5.07%	-8.55%	-7.99%
Greenlee	53.87%	9.10%	-44.51%	4.09%	34.82%	-11.21%
La Paz	12.19%	9.62%	7.53%	0.55%	0.51%	-4.88%
Maricopa	15.29%	10.69%	-5.71%	-17.83%	-10.98%	-6.62%
Mohave	20.95%	10.77%	-8.36%	-16.75%	-7.29%	-1.14%
Navajo	11.83%	9.95%	6.03%	-3.10%	-5.05%	-7.28%
Pima	11.94%	9.18%	-0.52%	-7.04%	-2.84%	-6.38%
Pinal	29.58%	16.46%	-11.05%	-15.69%	-0.29%	-7.66%
Santa Cruz	12.78%	10.56%	5.52%	-7.01%	-3.43%	-8.43%
Yavapai	19.61%	10.81%	-2.64%	-14.91%	-11.31%	-7.19%
Yuma	15.14%	12.43%	7.19%	-4.17%	-4.85%	-6.28%
Total	15.76%	10.75%	-4.56%	-14.67%	-8.28%	-6.66%

**FY09-FY13 Aggregate Impact to Counties and FY14 Amount to Restore to Counties
under County Budget Priorities**

Sexually Violent Persons (SVP): Population housed in the Arizona Community Protection and Treatment Center (ACPTC), at the Arizona State Hospital (ASH). The State of Arizona began to shift costs related to this population to counties in FY10 and currently requires counties to pay for 50% of the treatment costs.

Highway User Revenue Fund (HURF): The State of Arizona taxes motor fuels and collects a variety of fees and charges relating to the registration and operation of motor vehicles. These revenue streams are deposited into the Highway User Revenue Fund, and then distributed to the State Highway Fund (SHF), counties, and cities and towns. HURF sweeps began in FY09 and currently cost counties \$20.9 million.

County Assistance Fund (CAF): Repealed in FY10, the CAF allocated \$7,650,000 of lottery revenue amongst each of the 15 counties (\$550,035 per rural county; \$249,772 per urban).

	FY09-FY13 Aggregate Impact			FY14 Restoration		
	SVP	HURF	CAF	SVP*	HURF^	CAF
Apache	\$ 15,068	\$ 2,434,271	\$ 1,923,260	\$ -	\$ 618,596	\$ 550,035
Cochise	\$ 167,887	\$ 2,912,997	\$ 1,923,260	\$ 64,480	\$ 740,250	\$ 550,035
Coconino	\$ 93,976	\$ 3,372,514	\$ 1,923,260	\$ 22,366	\$ 857,022	\$ 550,035
Gila	\$ -	\$ 1,345,691	\$ 1,923,260	\$ -	\$ 342,221	\$ 550,035
Graham	\$ -	\$ 857,178	\$ 1,923,260	\$ -	\$ 217,826	\$ 550,035
Greenlee	\$ -	\$ 287,688	\$ 1,923,260	\$ -	\$ 73,107	\$ 550,035
La Paz	\$ -	\$ 1,326,827	\$ 1,923,260	\$ -	\$ 337,173	\$ 550,035
Maricopa	\$10,656,655	\$40,077,163	\$ 873,717	\$3,641,071	\$ 8,491,425	\$ 249,772
Mohave	\$ 228,515	\$ 4,893,245	\$ 1,923,260	\$ 89,844	\$ 1,036,766	\$ 550,035
Navajo	\$ 219,146	\$ 2,936,871	\$ 1,923,260	\$ 71,974	\$ 746,317	\$ 550,035
Pima	\$ 2,864,910	\$17,931,496	\$ 873,357	\$ 910,035	\$ 3,799,058	\$ 259,772
Pinal	\$ 786,757	\$ 6,551,620	\$ 1,923,260	\$ 246,898	\$ 1,388,137	\$ 550,035
Santa Cruz	\$ 228,143	\$ 1,071,794	\$ 1,923,260	\$ 72,990	\$ 272,364	\$ 550,035
Yavapai	\$ 983,515	\$ 4,685,697	\$ 1,923,260	\$ 284,167	\$ 992,791	\$ 550,035
Yuma	\$ 35,448	\$ 3,854,628	\$ 1,923,260	\$ 17,724	\$ 979,537	\$ 550,035
Total	\$16,280,019	\$94,539,680	\$26,749,454	\$5,421,550	\$20,892,590	\$7,659,999

*Estimated amount using FY12 actual billings

^Assumes FY13 HURF sweep of \$120 million is completely eliminated

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**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

Resolution # 2013- ____

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY,
ARIZONA, DECLARING THE NEED TO ADDRESS HUMAN-PREDATOR DANGERS
IN APACHE COUNTY AND DEMANDING FURTHER ORDINANCES AND
GOVERNMENTAL COOPERATION TO ADDRESS SUCH ISSUES**

WHEREAS, the Apache County Board of Supervisors finds and determines that the increase of dangerous predators, including introduced, experimental and managed species, will result in an increase in human-predator encounters that can result in threats, attacks, injuries and death to humans, especially vulnerable, handicapped, elderly and children throughout the county; and,

WHEREAS, the Apache County Board of Supervisors finds and determines that predatory animals, including introduced, experimental and managed species, and predator-human encounters pose serious threats to human settlements, family households, expose children to health and safety risks, and threaten the economic well-being of families and businesses within the County; and,

WHEREAS, disease and spread of disease by predators including introduced, experimental and managed species and rodents is not being addressed sufficiently/effectively by the agencies at hand; and,

WHEREAS, increasing pressure on livestock from predatory animals, including introduced, experimental and managed species, has shown to impact and have detrimental effects to yearling operations; and,

WHEREAS, increased pressure from predatory animals, including introduced, experimental and managed species, has led to drastic and negative impacts on big game animals throughout the western U.S.; and,

WHEREAS, psychological impacts and damages have been proven and testified to, by licensed mental health professionals, concerning the impacts of predators, including introduced, experimental and managed species such as the wolf, with no relief forthcoming; and,

WHEREAS, many experts on predators, including introduced, experimental and managed species to include wolves, demonstrate that habituated predators may cause danger to the citizens of Apache County because these predators may have lost their fear of humans; and,

WHEREAS, the Board desires to increase its ability to protect humans, the general well-being of humans, livestock and domesticated animals from predatory animals, including introduced, experimental and managed species; and,

WHEREAS, the Board has a fiduciary responsibility under its statutory police powers to protect the health, safety and welfare of its residents; and, the County reserves the right to take whatever actions necessary to do so; and,

WHEREAS, on January 2, 2013, Arizona Game & Fish along with the U.S. Fish and Wildlife Service announced another Mexican Gray Wolf would be released into Apache County; and,

WHEREAS, previous documents prepared by U.S. Fish and Wildlife and Arizona Game and Fish Department show the intent to introduce more wolves into Apache County and surrounding areas, including the proposal of a "Southwestern Gray Wolf" management plan announced on December 18, 2012; and,

WHEREAS, the Apache County Board of Supervisors finds and determines that the USFWS actions to address Mexican Gray Wolf threats to human settlement's, households and residents of the County are not sufficient to reduce and eliminate these threats to human populations,

NOW THEREFORE, BE IT RESOLVED, the Board of Supervisors of Apache County declares that predator-human interactions are presenting a clear and substantial danger to County residents and economic interests.

BE IT FURTHER RESOLVED, that the Board of Supervisors directs its staff to prepare an Ordinance Setting Forth Emergency Predator-Human Incident Protective Measures.

BE IT FURTHER RESOLVED, that the purpose of the proposed ordinance be to:

1. Prevent human death and injury;
2. Assist County residents who encounter predators and fear for their lives;
3. Provide rapid response to residents who cannot safely protect themselves from predator encounters that present a threat, as described above;
4. Prevent loss of livestock and any other property that may be damaged or destroyed by predators;
5. Reduce predator-human interactions; and,
6. Reduce habituated predators from human encounters.

BE IT FURTHER RESOLVED, that this Resolution and the proposed ordinance be called immediately to the attention of Governor Jan Brewer, Arizona Game and Fish Department, United States Fish and Wildlife Service, Arizona Congressional Delegation and the Arizona Legislature, and that meetings, as needed, be coordinated as soon as possible.

PASSED, ADOPTED AND APPROVED at St. Johns, Arizona on May 7, 2013.

APACHE COUNTY BOARD OF SUPERIVOSRS

By: _____
Tom M. White, Jr.
Chairman of the Board

ATTEST:

Delwin Wengert, Clerk of the Board