



**Joe Shirley, Jr.**  
Vice Chairman, District I

**Alton Joe Shepherd**  
Supervisor, District II

**Nelson Davis**  
Chairman, District III

**NOTICE OF PUBLIC MEETING AND AGENDA OF  
THE APACHE COUNTY BOARD OF SUPERVISORS AND  
THE APACHE COUNTY LIBRARY DISTRICT  
November 1, 2022  
Board of Supervisors' Hearing Room, First Floor  
75 West Cleveland Street  
St. Johns, Arizona  
8:30 a.m. MST**

Invocation by Invitation.  
Pledge of Allegiance.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE  
APACHE COUNTY LIBRARY DISTRICT  
HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING  
November 1, 2022**

1. Discussion and possible approval to accept two separate anonymous donations in the amount of \$1,500 each to the Alpine and Round Valley Public Libraries for a total of \$3,000.
2. Discussion and possible approval to accept State Grant-In-Aid in the amount of \$25,000. This is an ongoing grant from the Arizona State Library and matching funds are met through regular expenditures.

**NOTICE OF PUBLIC MEETING AND AGENDA OF  
THE APACHE COUNTY BOARD OF SUPERVISORS  
November 1, 2022**

1. Community Development: Following a public hearing, consideration, and possible approval of a Subdivision Major Plat Amendment application allowing Becky Ivins to split her 9.3-acre lot and create five (5) new lots; four (4) two acre lots and one (1) 1.32-acre lot. The Apache County Planning & Zoning Commission recommended approval on October 6, 2022. Property is located in the Hidden Paradise Subdivision in Vernon, AZ, Parcel 106-25-010.
2. Community Development: Following a public hearing, consideration, and possible approval of a Zone Change application to allow Sanjay Patel with Shivam Enterprise, LLC to rezone their 50-acre parcel from agricultural general (AG) to general commercial (C2) for sale and future development. The Apache County Planning & Zoning Commission recommended approval on October 6, 2022. Property is located near Chambers, AZ, Parcel 207-12-001J.
3. County Manager: Discussion and possible approval of **CONSENT ITEMS**: All items indicated by an asterisk (\*) will be handled by a single vote as part of the consent agenda, unless a Board Member or the County Manager objects at the time the agenda item is called.

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

- \*A. Request approval of demands as distributed to the Apache County Board of Supervisors between October 4, 2022, to November 1, 2022. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.
- \*B. Request approval of minutes dated October 4, 2022.
- \*C. Request approval to extend the contract with The Aarons Company through December 31, 2024, for lobbying services.
- \*D. Request approval of the tax exemption for the St. Johns Historical Society for parcel 203-36-234, pursuant to ARS 42-11153. The exemption was filed late due to an administrative change within the organization.

**County Attorney's Office:**

- \*E. Request approval to hire a Senior Investigator within the salary range.
- \*F. Request approval of Victim's Rights Program from the State of Arizona Office of the Attorney General FY2023 Victim's Rights Program for \$16,000. These funds will be used for personnel assisting with victim's rights duties & services.

### **Emergency Management:**

- \*G. Request approval to end the State of Emergency entered into on August 18, 2022.
- \*H. Request approval of an amendment to the Arizona Department of Homeland Security Grant SRA 200100-02 to change the period of performance to October 1, 2020 to August 31, 2022. This grant provided a backup generator for the Greens Peak tower.

### **Community Development:**

- \*I. Request approval of a Conditional Use Permit application to allow Barbara Bartels to place a 2023 24 x 48 manufactured home on her one-acre parcel to be used as her primary residence and making her current 600 square foot home a guest home. The Planning & Zoning Commission recommended approval on October 6, 2022. Property is located in Vernon, AZ A.P.N. 106-56-011A.
- \*J. Request approval of a Conditional Use Permit application to allow Jeanne Begovac to place two additional park model homes and gas fire pits on her 3.48-acre parcel in the Hidden Paradise Annex subdivision to be used as guest homes for family and friends and also seasonal paying guests, from April to November. The Apache County Planning and Zoning Commission recommended approval on October 6, 2022. Property is located in Vernon, AZ A.P.N. 106-26-003D.

### **School Superintendent's Office:**

- \*K Request approval of the Memorandum of Understanding between the Maricopa County School Superintendent's Office and the Apache County School Superintendent's Office for Maricopa County to host, manage, and support the financial system of record for the Apache County School Superintendent's Office. Maricopa County will provide services at no cost to Apache County.

### **Sheriff's Office:**

- \*L. Request approval the Governor's Office of Highway Safety DUI/Impaired Driver Enforcement and Related Materials Supplies grant of \$3,500. This has been budgeted for in FY23.
4. Sheriff's Office: Discussion and possible approval to purchase three (3) new sport utility vehicles for patrol operations, from Midway Chevrolet under GSA Contract #CTRO59230 in the amount of \$138,523.17 utilizing Sheriff's Office funds.
  5. Engineering Department: Discussion and possible approval to purchase two (2) Caterpillar 420 Backhoes for District I, at a total cost not to exceed \$346,830 using District I funds, and utilizing Omnia Contract #161534.

6. Engineering Department: Discussion and possible approval of Bid Proposal 2022-05 for the Vernon fuel system and accept the submitted price since there is only one bid proposal received.
7. Engineering Department: Discussion and possible approval of Bid Proposal 2022-06 for the Vernon steel building and accept the submitted price since there was only one bid proposal received.
8. Engineering Department: Discussion and possible approval of a resolution to enter into a lease between the Navajo Nation and Apache County for the Cottonwood/Tselani Road Yard.
9. Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.

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

Posted this 27<sup>th</sup> day of October 2022 @ 4:30 p.m. by BTB.



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Ryan N. Patterson  
Clerk of the Board

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Library District, SueAn Stradling-Collins

Date/Signature: SueAn Stradling-Collins

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

**Discussion and possible approval to accept two separate anonymous donations in the amount of \$1,500 (one thousand five hundred) each to the Alpine and Round Valley Public Libraries for a total of \$3,000 (three thousand).**

BOS Meeting Date Requested: **November 1, 2022**

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PRE-AGENDA ITEM REVIEW

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

Signature Ch R

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

Signature J White

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Library District, SueAn Stradling-Collins

Date/Signature: SueAn Stradling-Collins

Discussion and possible approval to accept State Grant-In-Aid in the amount of twenty-five thousand dollars (\$25,000). This is an ongoing grant from the Arizona State Library. The matching funds are met through regular expenditures.

BOS Meeting Date Requested: November 1, 2022

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PRE-AGENDA ITEM REVIEW

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

Signature Alb P. [Signature]

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

Signature [Signature]

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Community Development

Date/Signature: Matthew A Fin Oct/20/2022

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

PUBLIC HEARING, consideration, and possible approval of a Subdivision Major Plat Amendment application allowing Becky Ivins to split her 9.3-acre lot and create five (5) new lots; four (4) two acre lots and one (1) 1.32-acre lot. The Apache County Planning & Zoning Commission recommended approval on October 6, 2022. Property is located in the Hidden Paradise Subdivision in Vernon, AZ. A.P.N 106-25-010.

BOS Meeting Date Requested November 1, 2022

PRE-AGENDA ITEM REVIEW

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

Signature 

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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



**APACHE COUNTY COMMUNITY  
DEVELOPMENT**

P.O. Box 238  
75 West Cleveland  
St. Johns, Arizona 85936  
(928) 337-7526 • Fax (928) 337-7633

Director:  
Matthew Fish

Senior Staff  
Plan Reviewer:  
Shaunna Pearce

October 13, 2022,

**To:** Apache County Board of Supervisors

**From:** Matthew Fish, Community Development Director

**RE:** Ivins Subdivision major Plat Amendment

**Staff Report**

**Brief Overview:** In Apache County there are several ways a property owner can split a parcel into smaller parcels. One way is a Major Plat Amendment (MPA). The reason this particular lot split is considered a MPA is because the lots are in a county approved subdivision. When this is the case, per county ordinance the Board of Supervisors must approve the split. These procedures are explained in Apache County Ordinances Article 7 Section 740 (2) which points the reader to Section 3 of the County Subdivision Ordinance. The applicant; Becky Ivins is requesting to amend a 9.3-acre lot, Parcel number **106-25-010** in lot 11 of Hidden Paradise. Article 7 Section 740 (A,3) states;

“Lot splits of a lot combination in a **county-approved or state-platted subdivision... If said splits create five (5) or fewer lots**, the property owner shall follow the minor land division process in the Subdivision Ordinance.”

The **Apache County Subdivision Ordinance Section 10.B** give guidelines for the Minor Plat Amendment for a county approved subdivision. All procedures were followed in section **10.B Procedures for Major Plat Amendment** leading up to the public meeting held by the Planning & Zoning Commission on October 6<sup>th</sup>, 2022. Further Section 10.B,4 have been obeyed leading up to the public meeting held by the BOS held November 1<sup>st</sup>, 2022. In addition, the commission recommended the MPA by a unanimous vote on October 6<sup>th</sup>, 2022.

Community Development did not revive any protests up to the Planning & Zoning meeting on October 6<sup>th</sup>, nor has it received after the recommendation by the commission. **Staff and the Commission recommend approval, of the MPA to the Board of Supervisors.**



**SUBDIVISION MAJOR PLAT AMENDMENT APPLICATION**

**APPLICANT**

Name Becky Ivins  
 Mailing Address 45 CR 8405  
Box 1164  
Concho, AZ 85924  
 Contact Person Becky Ivins  
 Phone 757-449-7319 Fax 757-606-1558  
 Email bivins@cooperconstruction.org

**PROPERTY INFORMATION**

Assessor's Parcel # 106-25-010  
 Township 10N Range 24E Section 4  
 Subdivision Name Hidden Paradise  
 Unit # \_\_\_\_\_ Lot # 11  
 Physical Address/Location 30 CR 8405  
Vernon, AZ 85940

Number of Lots Proposed 5  
 Total Site Acreage 9.3  
 Existing Access and Utility Easements \_\_\_\_\_

**MAJOR PLAT AMENDMENT REQUEST**

See attached  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**SUBMITTAL CHECKLIST**

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

**CERTIFICATION & SIGNATURE**

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

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

**Signature of Applicant**

Becky Ivins Date 8/29/2022

**Signature of Property Owner (if not the applicant)**

\_\_\_\_\_ Date \_\_\_\_\_

**OFFICE USE ONLY**

Received By: [Signature] Date 8/29/22  
 Receipt # 2404 Fee 350.00  
 Subdivision Name Hidden Paradise  
 Related Subdivisions \_\_\_\_\_

**COMMISSION ACTION**

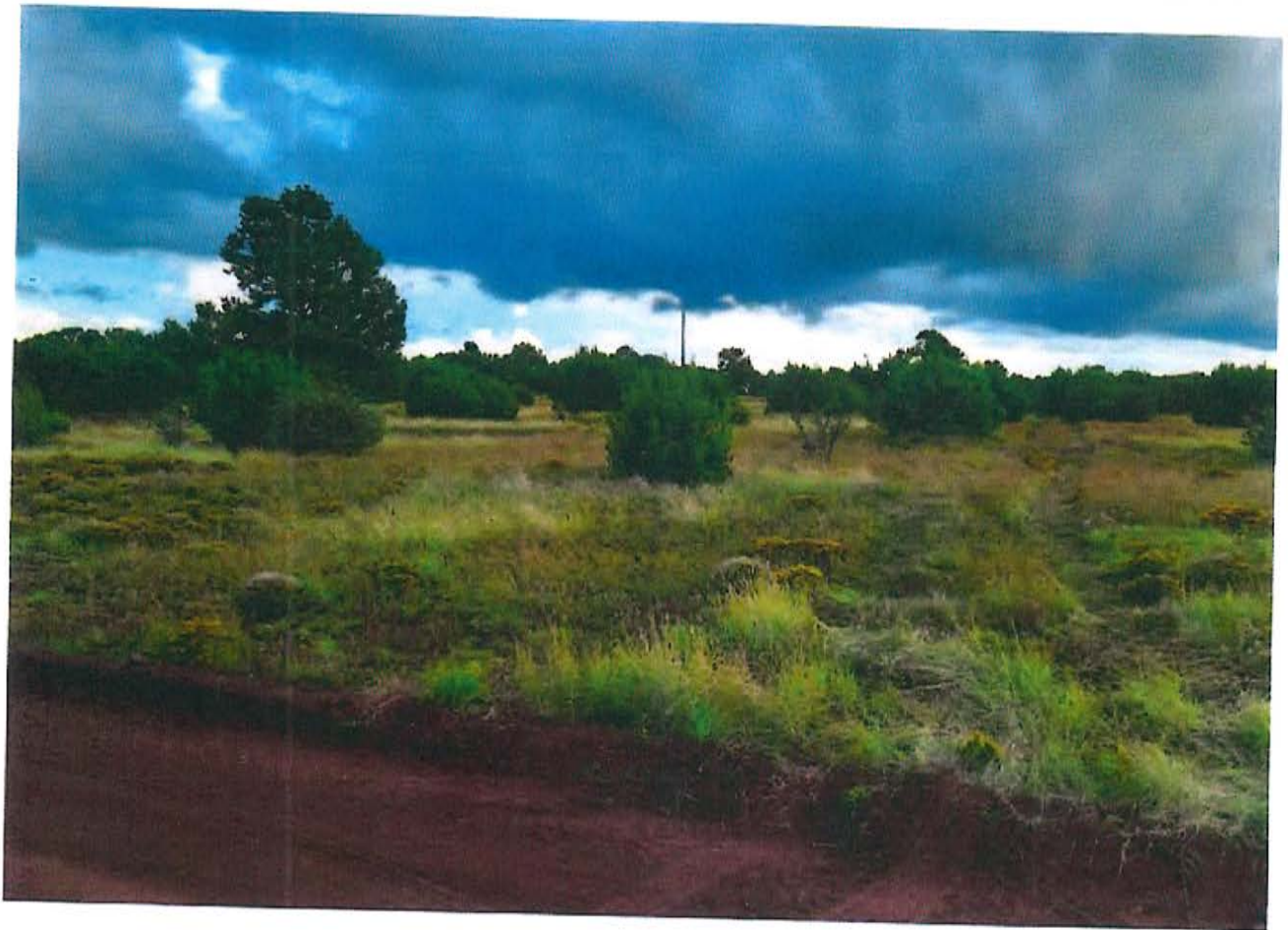
- Approved  with conditions  Denied

Chairman [Signature] Date 10/6/22

**BOARD ACTION**

- Approved  with conditions  Denied

Supervisor \_\_\_\_\_ Date \_\_\_\_\_



# AMENDED PLAT OF HIDDEN PARADISE SUBDIVISION

Lot 11 of Hidden Paradise Subdivision Recorded as Book 1 of Plats, Page 35  
 Located Within the Northwest Quarter of Section 4, Township 10 North, Range 24 East of the  
 Gila and Salt River Meridian, Apache County, Arizona  
 APN #106-25-010

### NOTES:

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

### REFERENCES

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

### SURVEYOR'S CERTIFICATION:

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

*Don R. Brooks*  
 Don R. Brooks AZ. L.S. No. 47854

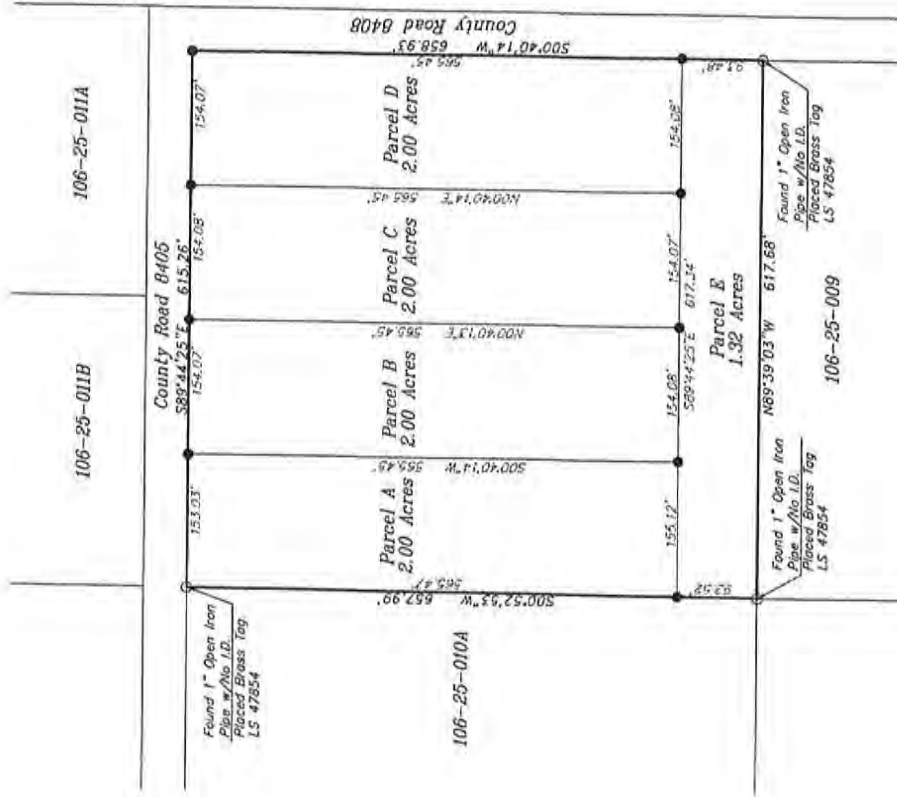
### APACHE COUNTY APPROVAL:

Approved and recommended by the Apache County Planning and Zoning Commission

Chairman, Planning and Zoning \_\_\_\_\_ Date \_\_\_\_\_  
 Approved and accepted by the Apache County Board of Supervisors of Apache County this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by:

Chairman of the Board of Supervisors

Attested to: \_\_\_\_\_



### LEGEND:

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

**DAN BROOKS**  
 P.O. Box 3669  
 SHOW LOW, ARIZONA 85902  
 PH: (928) 358-2471  
 E-MAIL: danbrooks.surveying@yahoo.com

**RECORD OF SURVEY**  
 NW 1/4 Section 4  
 T10N, R24E

DRK: 928	DATE: 05/2023	JOB NO:	1169
DRG: 068	DATE: 04/2023	SHEET	1 OF 1

LEGAL DESCRIPTION  
PARCEL A

A PORTION OF LOT 11 OF HIDDEN PARADISE AS RECORDED IN BOOK 1 OF PLATS, PAGE 35, AND LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 10 NORTH, RANGE 24 EAST OF THE GILA AND SALT RIVER MERIDIAN, APACHE COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

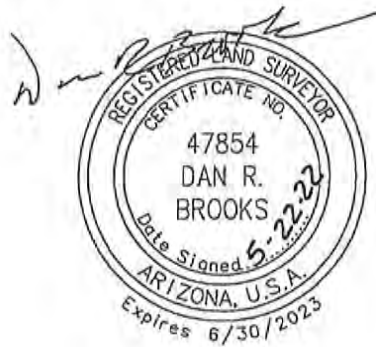
BEGINNING AT A 1" OPEN IRON PIPE W/BRASS TAG LS 47854, MONUMENTING THE NORTHWEST CORNER OF SAID LOT 11;

THENCE ALONG THE NORTH LINE OF SAID LOT 11, SOUTH 89 DEGREES 44 MINUTES 25 SECONDS EAST A DISTANCE OF 153.03 FEET TO A 1/2" REBAR W/PLASTIC CAP LS 47854;

THENCE SOUTH 00 DEGREES 40 MINUTES 14 SECONDS WEST A DISTANCE OF 565.45 FEET TO A 1/2" REBAR W/PLASTIC CAP LS 47854;

THENCE NORTH 89 DEGREES 44 MINUTES 25 SECONDS WEST A DISTANCE OF 155.12 FEET TO A 1/2" REBAR W/PLASTIC CAP LS 47854 ON THE WEST LINE OF SAID LOT 11;

THENCE ALONG SAID WEST LINE, NORTH 00 DEGREES 52 MINUTES 53 SECONDS EAST A DISTANCE OF 565.47 FEET TO THE POINT OF BEGINNING.



LEGAL DESCRIPTION  
PARCEL B

A PORTION OF LOT 11 OF HIDDEN PARADISE AS RECORDED IN BOOK 1 OF PLATS, PAGE 35, AND LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 10 NORTH, RANGE 24 EAST OF THE GILA AND SALT RIVER MERIDIAN, APACHE COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1" OPEN IRON PIPE W/BRASS TAG LS 47854, MONUMENTING THE NORTHWEST CORNER OF SAID LOT 11;

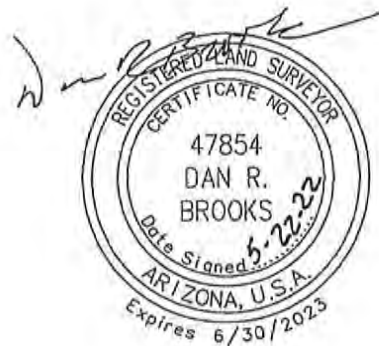
THENCE ALONG THE NORTH LINE OF SAID LOT 11, SOUTH 89 DEGREES 44 MINUTES 25 SECONDS EAST A DISTANCE OF 153.03 FEET TO A 1/2" REBAR W/PLASTIC CAP LS 47854 AND THE POINT OF BEGINNING;

THENCE CONTINUING, SOUTH 89 DEGREES 44 MINUTES 25 SECONDS EAST A DISTANCE OF 154.07 FEET TO A 1/2" REBAR W/PLASTIC CAP LS 47854;

THENCE SOUTH 00 DEGREES 40 MINUTES 13 SECONDS WEST A DISTANCE OF 565.45 FEET TO A 1/2" REBAR W/PLASTIC CAP LS 47854;

THENCE NORTH 89 DEGREES 44 MINUTES 25 SECONDS WEST A DISTANCE OF 154.08 FEET TO A 1/2" REBAR W/PLASTIC CAP LS 47854;

THENCE NORTH 00 DEGREES 40 MINUTES 14 SECONDS EAST A DISTANCE OF 565.45 FEET TO THE POINT OF BEGINNING.



LEGAL DESCRIPTION  
PARCEL C

A PORTION OF LOT 11 OF HIDDEN PARADISE AS RECORDED IN BOOK 1 OF PLATS, PAGE 35, AND LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 10 NORTH, RANGE 24 EAST OF THE GILA AND SALT RIVER MERIDIAN, APACHE COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1" OPEN IRON PIPE W/BRASS TAG LS 47854, MONUMENTING THE NORTHWEST CORNER OF SAID LOT 11;

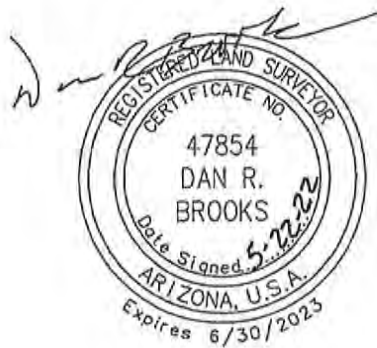
THENCE ALONG THE NORTH LINE OF SAID LOT 11, SOUTH 89 DEGREES 44 MINUTES 25 SECONDS EAST A DISTANCE OF 307.10 FEET TO A 1/2" REBAR W/PLASTIC CAP LS 47854 AND THE POINT OF BEGINNING;

THENCE CONTINUING, SOUTH 89 DEGREES 44 MINUTES 25 SECONDS EAST A DISTANCE OF 154.08 FEET TO A 1/2" REBAR W/PLASTIC CAP LS 47854;

THENCE SOUTH 00 DEGREES 40 MINUTES 14 SECONDS WEST A DISTANCE OF 565.45 FEET TO A 1/2" REBAR W/PLASTIC CAP LS 47854;

THENCE NORTH 89 DEGREES 44 MINUTES 25 SECONDS WEST A DISTANCE OF 154.07 FEET TO A 1/2" REBAR W/PLASTIC CAP LS 47854;

THENCE NORTH 00 DEGREES 40 MINUTES 13 SECONDS EAST A DISTANCE OF 565.45 FEET TO THE POINT OF BEGINNING.



LEGAL DESCRIPTION  
PARCEL D

A PORTION OF LOT 11 OF HIDDEN PARADISE AS RECORDED IN BOOK 1 OF PLATS, PAGE 35, AND LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 10 NORTH, RANGE 24 EAST OF THE GILA AND SALT RIVER MERIDIAN, APACHE COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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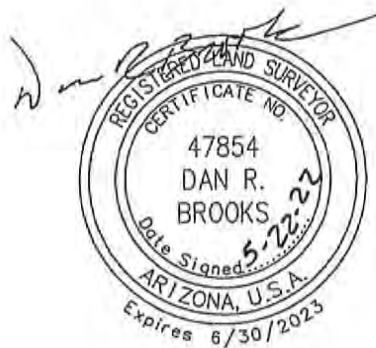
THENCE ALONG THE NORTH LINE OF SAID LOT 11, SOUTH 89 DEGREES 44 MINUTES 25 SECONDS EAST A DISTANCE OF 461.18 FEET TO A 1/2" REBAR W/PLASTIC CAP LS 47854 AND THE POINT OF BEGINNING;

THENCE CONTINUING, SOUTH 89 DEGREES 44 MINUTES 25 SECONDS EAST A DISTANCE OF 154.07 FEET TO A 1/2" REBAR W/PLASTIC CAP LS 47854 MONUMENTING THE NORTHEAST CORNER OF SAID LOT 11;

THENCE ALONG THE EAST LINE OF SAID LOT 11, SOUTH 00 DEGREES 40 MINUTES 14 SECONDS WEST A DISTANCE OF 565.45 FEET TO A 1/2" REBAR W/PLASTIC CAP LS 47854;

THENCE NORTH 89 DEGREES 44 MINUTES 25 SECONDS WEST A DISTANCE OF 154.08 FEET TO A 1/2" REBAR W/PLASTIC CAP LS 47854;

THENCE NORTH 00 DEGREES 40 MINUTES 14 SECONDS EAST A DISTANCE OF 565.45 FEET TO THE POINT OF BEGINNING.



LEGAL DESCRIPTION  
PARCEL E

A PORTION OF LOT 11 OF HIDDEN PARADISE AS RECORDED IN BOOK 1 OF PLATS, PAGE 35, AND LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 10 NORTH, RANGE 24 EAST OF THE GILA AND SALT RIVER MERIDIAN, APACHE COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1" OPEN IRON PIPE W/BRASS TAG LS 47854, MONUMENTING THE NORTHWEST CORNER OF SAID LOT 11;

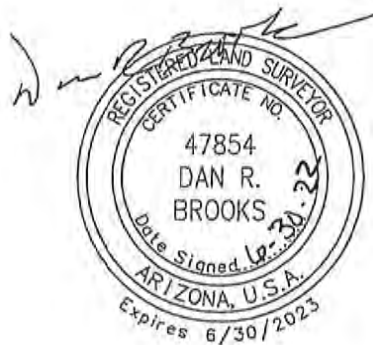
THENCE ALONG THE WEST LINE OF SAID LOT 11, SOUTH 00 DEGREES 52 MINUTES 53 SECONDS WEST A DISTANCE OF 565.47 FEET TO A 1/2" REBAR W/PLASTIC CAP LS 47854 AND THE POINT OF BEGINNING;

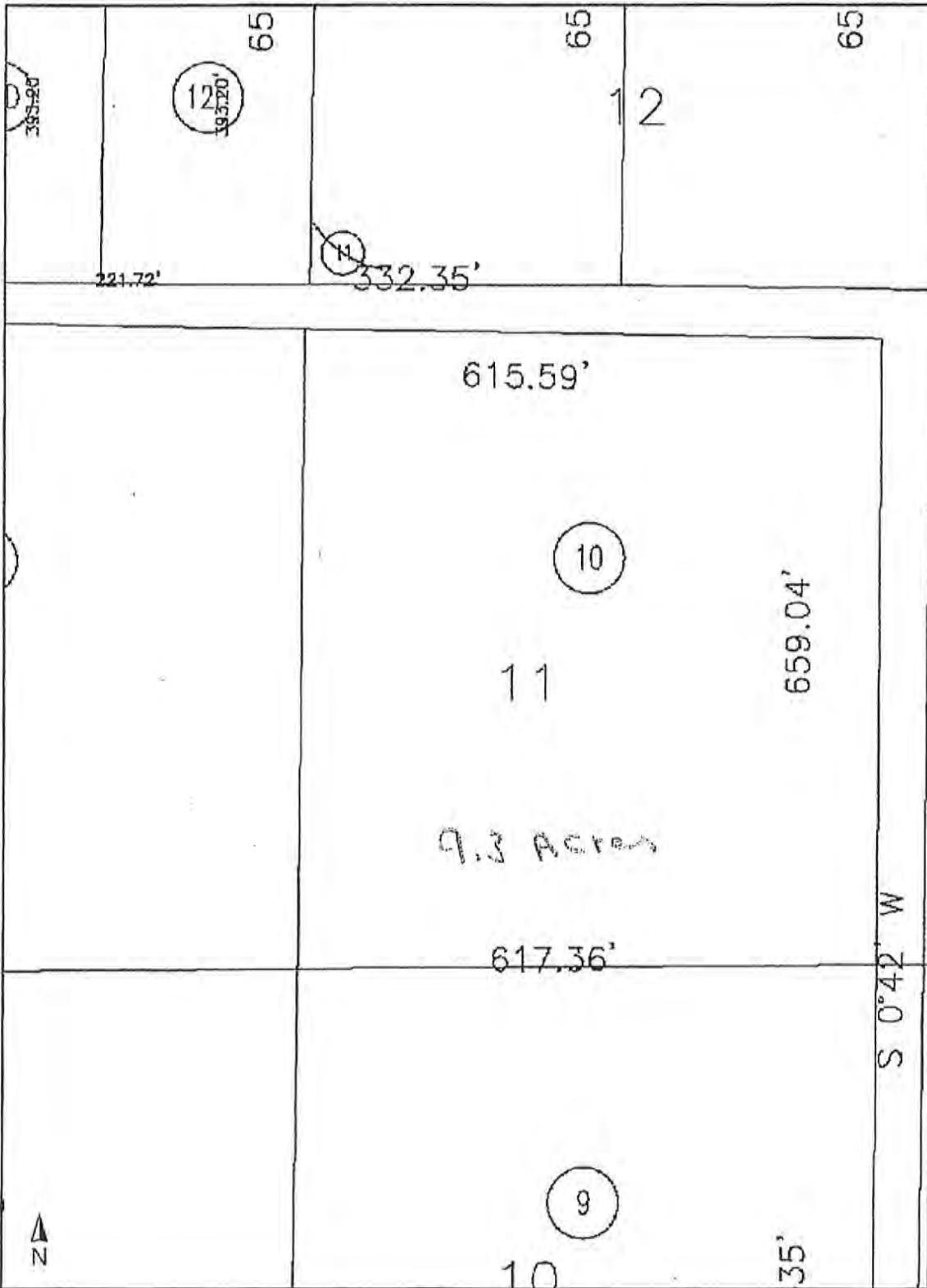
THENCE SOUTH 89 DEGREES 44 MINUTES 25 SECONDS EAST A DISTANCE OF 617.36 FEET TO A 1/2" REBAR W/PLASTIC CAP LS 47854 ON THE EAST LINE OF SAID LOT 11;

THENCE ALONG SAID EAST LINE, SOUTH 00 DEGREES 40 MINUTES 14 SECONDS WEST A DISTANCE OF 93.48 FEET TO A 1" OPEN IRON PIPE W/BRASS TAG LS 47854, MONUMENTING THE SOUTHEAST CORNER OF SAID LOT 11;

THENCE ALONG THE SOUTH LINE OF SAID LOT 11, NORTH 89 DEGREES 39 MINUTES 03 SECONDS WEST A DISTANCE OF 617.68 FEET TO A 1" OPEN IRON PIPE W/BRASS TAG LS 47854, MONUMENTING THE SOUTHWEST CORNER OF SAID LOT 11;

THENCE ALONG THE WEST LINE OF SAID LOT 11, NORTH 00 DEGREES 52 MINUTES 53 SECONDS EAST A DISTANCE OF 92.52 FEET TO THE POINT OF BEGINNING.





See 106-25 1

**Pioneer Title Agency**  
 COMMITMENT TO SERVICE

ParcelID: 106-25-010  
 Tax Account #: R0009312  
 30 County Road 8405, Vernon AZ 85940

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

# NOTICE

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

75 W. Cleveland Street,

County Annex Board of Supervisors Room

Thursday, October 6, 2022

AT 1pm

FOR THE PURPOSE OF  
Subdivision Major Plat Amendment  
Create five (5) lots

FOR THE PROPERTY  
DESCRIBED AS FOLLOWS:

PARCEL/REFERENCE NUMBER: 106-25-010

LOCATION/LEGAL DESCRIPTION: \_\_\_\_\_

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

ALL INTERESTED PERSONS ARE ENCOURAGED  
TO ATTEND THE PUBLIC MEETING

# HEARING



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

State of Arizona )  
 ) ss.  
County of Navajo )

Affidavit of Publication  
 Navajo  Apache

The Apache County Planning and Zoning Commission will hold a meeting on Thursday October 6, 2022, at 1:00 p.m. in the Board of Supervisors Room, located in the Apache County Annex at 75 W. Cleveland, St. Johns, Arizona, at which the Commission will hold a public hearing to consider and possibly approve the following items:

PUBLIC HEARING, consideration, and possible recommendation for approval of a Conditional Use Permit application to allow Barbara Bartels to place a 2023 24 x 48 manufactured home on her one-acre parcel to be used as her primary residence and making her current 600 square foot home a guest home. Property is located in Vernon, AZ A.P.N. 106-56-011A.

PUBLIC HEARING, consideration, and possible recommendation for approval of a Conditional Use Permit application to allow Jeanne Begovac to place two additional park model homes and fire pits on her 3.48-acre parcel in the Hidden Paradise Annex subdivision to be used as guest homes for family and friends and also seasonal paying guests, from April to November. Property is located in Vernon, AZ A.P.N. 106-26-003D.

PUBLIC HEARING, consideration, and possible recommendation for approval of a Subdivision Major Plat Amendment application to allow Becky Ivins to split her 8.3-acre lot creating five (5) new lots; four (4) two acre lots and one (1) 1.32-acre lot. Property is located in the Hidden Paradise Subdivision in Vernon, AZ, A.P.N 106-25-010.

PUBLIC HEARING, consideration, and possible recommendation for approval of a Zone Change application to allow Sanjay Patel with Shivam Enterprise, LLC to rezone their 50-acre parcel from agricultural general (AG) to general commercial (C2) for sale and future development.

\*Pursuant to the Americans with Disabilities Act, the Apache County Planning & Zoning endeavors to ensure the accessibility of its meetings to all persons with disabilities. If you need an accommodation for a meeting, please contact Shanna at (928) 337-7526, TDD (928)-337-4402 at least 48 hours prior to the meeting (not including weekends or holidays) so that an accommodation can be arranged. One or more members of the Commission may participate telephonically or through video communication.

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

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

Published in the White Mountain Independent: #150826, F, September 16, 2022

09/16/2022

White Mountain Independent

*Victoria Starns*

Sworn to me this

21<sup>st</sup> day of September A.D.

*Jenna Trout*

Notary Public



# NOTICE

THE APACHE COUNTY  
BOARD OF SUPERVISORS  
WILL HOLD A PUBLIC MEETING

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

Tuesday Nov 1, 2022

AT 8:30 a.m.

FOR THE PURPOSE OF  
Major Plat Amendment  
Create five (5) New lots

FOR THE PROPERTY  
DESCRIBED AS FOLLOWS:

PARCEL/REFERENCE NUMBER: 106-25-010

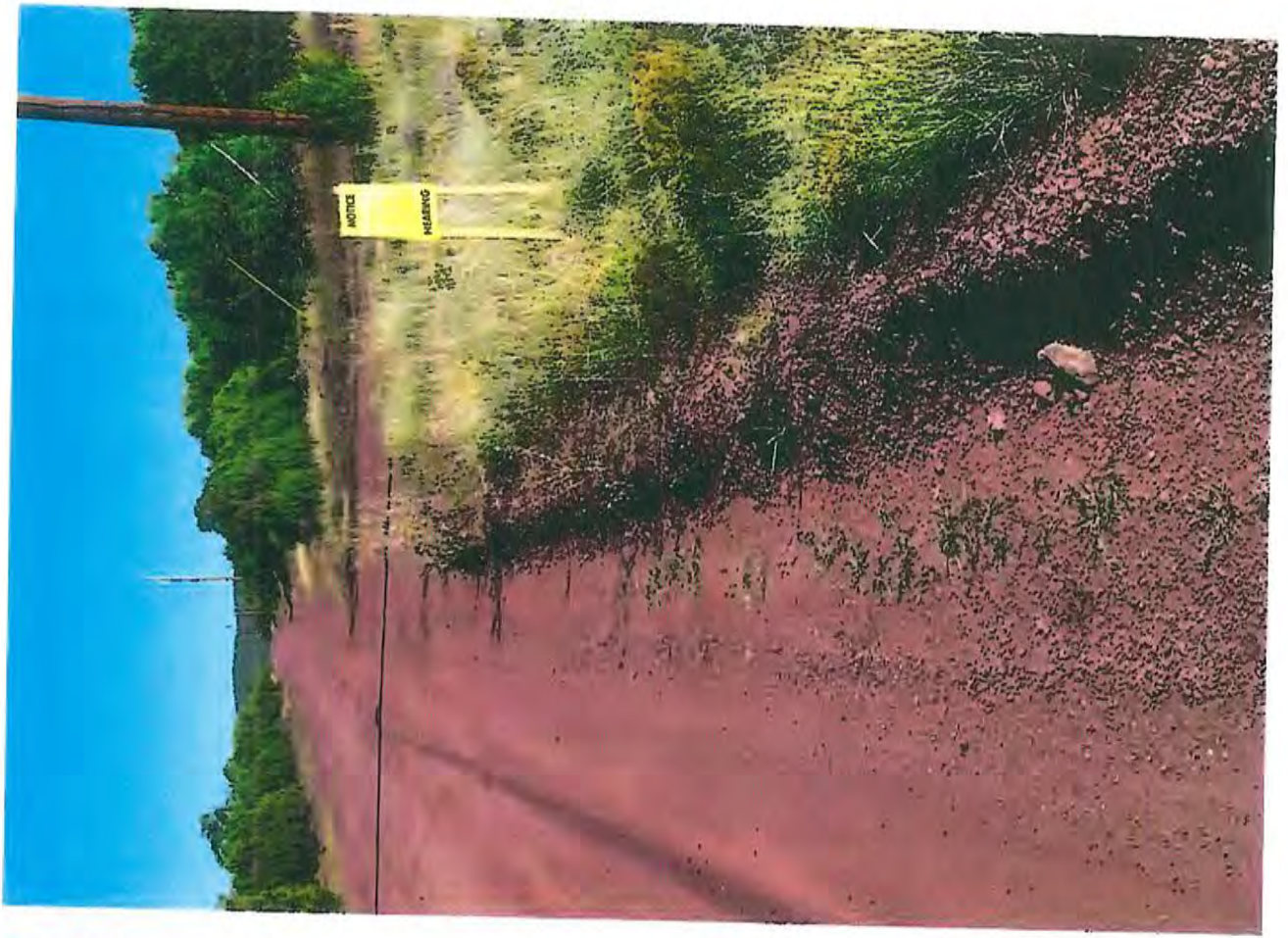
LOCATION/LEGAL DESCRIPTION: \_\_\_\_\_

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

ALL INTERESTED PERSONS ARE ENCOURAGED  
TO ATTEND THE PUBLIC MEETING

# HEARING





WHITE MOUNTAIN PUBLISHING LLC.  
P.O . BOX 1570  
SHOW LOW AZ 85902  
(928) 537-5721  
Fax (928) 537-1780

ORDER CONFIRMATION (CONTINUED)

Salesperson: LEGALS

Printed at 10/07/22 10:27 by ttrou

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Acct #: 8831

Ad #: 153066

Status: New WHOLD WHOI

The Apache Board of Supervisors will hold a meeting on Tuesday, November 1, 2022, at 8:30 a.m. (MST) in the Board of Supervisors Room, located in the Apache County Annex at 75 W. Cleveland, St. Johns, Arizona, at which the Board will hold a public hearing to consider and possibly approve the following items:

PUBLIC HEARING, consideration, and possible approval of a Subdivision Major Plat Amendment application allowing Becky Ivins to split her 9.3-acre lot and create five (5) new lots; four (4) two acre lots and one (1) 1.32-acre lot. The Apache County Planning & Zoning Commission recommended approval on October 6, 2022. Property is located in the Hidden Paradise Subdivision in Vernon, AZ. A.P.N 106-25-010.

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

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

Published in the White Mountain Independent: #153066, F, October 14, 2022





## APACHE COUNTY COMMUNITY DEVELOPMENT

P.O. Box 238  
75 West Cleveland  
St. Johns, Arizona 85936  
(928) 337-7526 • Fax (928) 337-7633

Director:  
Matthew Fish

Senior Staff  
Plan Reviewer:  
Shaunna Pearce

October 13, 2022,

**To:** Apache County Board of Supervisors

**From:** Matthew Fish, Community Development Director

**RE:** Shivam Enterprise LLC Zone Change Application #2022-62

### Staff Report

**Brief Overview:** Applicant Sanjay Patel (Shivam Enterprise LLC) is requesting permission to rezone fifty (50) acres on the northeast intersection of US 191 & the I40 from **General Agricultural, (A-G)** to **General Commercial, (C2)**. Just south of the Chambers Post Office. The Apache County Parcel number is **207-12-001J**. The applicant has plans for a truck stop with a retail multi-bay gas station, restaurant, and hotel on the property. Currently the parcel is open range land, staff has provided pictures. There is not much in close proximity to the parcel. Currently there is an older motel exactly south, on the other side of I40. The Chamber Post office and a church are a little further to the north of the property about 200 yards. There are a few residences within a mile of the property.

**Staff Evaluation:** Per the guidelines in Article 11 Section 1105 (B,1) the applicant has initiated the zone change. Section 1105 (C) lays out the steps for the zone change. (C,2) explains the public postings which all were done properly (See Pictures). (C,3), mailing out notifications by the Community Development Department will on September 20<sup>th</sup>. (C,3) also has a clause that if 20% of the property owners notified protest to the re-zone, the Planning and Zoning Commission has to a vote of 75% in the affirmative to approve the rezone. The Commission voted unanimously to recommend the zone change on October 6<sup>th</sup> 2022. To date the Community Development Department has not received any protests to the zone change,

Traffic will no doubt increase if the applicant moves forward with the planned truck stop/hotel, however this intersection is on an interstate exit with a frontage road. Traffic effects will need to be scrutinized at the time of the CUP application, but overall, this is a prime location for a commercial zone.

**Staff Recommendation:** After consideration staff recommends the rezone of parcel 207-12-001J from General Agricultural to General Commercial. Its location offers a site suitable for development of a retail business and hotel. The potential to generate more local jobs is also attractive to the Community Development Department and the Planning and Zoning Commission.



# APACHE COUNTY — Community Development Department

P.O. Box 238 • St. Johns, AZ 85936 • Phone: (928) 337-7527 • Fax: (928) 337-7633

## ZONE CHANGE APPLICATION

### APPLICANT

Name Shivam Enterprise LLC  
Sanjay Patel  
 Mailing Address 2350 E. Lucky Lane  
Flagstaff AZ 86004  
 Contact Person Sanjay Patel  
 Phone 562-913-1431 Fax \_\_\_\_\_  
 Email ShivamEnterpriseLLC@gmail.com  
 Status (Owner, Lessee, Agent, etc.) Owner

### SUBMITTAL CHECKLIST

- Pre-application meeting with a staff planner of the Community Development Department.
- A Citizen participation plan (See 1106.B)
- A Citizen Participation Report (See 1106.C)
- A non-refundable filing fee \$600.00
- A *typewritten* narrative describing the request and conformance to the findings for a zone change. (See page 2, Criteria)
- Proposed site plan- scaled and dimensioned-detailing property boundaries; existing improvements and used; and proposed improvements and uses.
- A *typewritten* list of names and addresses of all property owners within 300 feet of subject property.

### PROPERTY INFORMATION

Assessor's Parcel # 207-12-001J  
 Township 21N Range 27 East Section 25  
 Subdivision \_\_\_\_\_  
 Unit # \_\_\_\_\_ Lot # \_\_\_\_\_  
 Address/Location \_\_\_\_\_  
 Lot Size 50 acres.

### USE

Existing Zone AG  
 Requested Zone C2  
 Existing Use of the Property Agriculture  
 Proposed Use of the Property Commercial  
Truck stop, Repair & motel

### CERTIFICATION & SIGNATURE

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

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

Signature of Applicant [Signature] Date 8/25/22

Signature of Property Owner (if not the applicant) [Signature] Date 8/25/22

**OFFICE USE ONLY**

Received By [Signature] Date 9/6/22  
 Receipt # 10135 Fee 600  
 Permit # 2022-102  
 Related Cases \_\_\_\_\_  
 Appeal Filed By \_\_\_\_\_ Date \_\_\_\_\_  
 Receipt # \_\_\_\_\_ Fee \_\_\_\_\_

**COMMISSION ACTION**

Approved  with Conditions  Denied  
 Commissioner [Signature] Date 10/6/22

**BOARD ACTION**

Approved  with Conditions  Denied  
 Supervisor \_\_\_\_\_ Date \_\_\_\_\_  
 8/20/2018

## Zone Change request.

Dear Committee members and reputable members,

We currently own the parcel 207-12-001J previously 207-12-001H. Recently we came across one developer who is in the truck stop, truck repair and motel business and offered us to have him build the Gas station, Truck stop, restaurant and Motel on this Parcel along with condition that Zoning must be change to meet the proposed development.

Currently the zoning for the parcel 207-12-001J is Agriculture (default) from Zoning department and Truck stop, gas station, restaurant and Motel is strictly not permitted in that Zoning.

We checked with the zoning department and after discussing with different options we decided to go with General commercial Zone and would like to apply for C2 zone change.

The purpose of C2 zone change is so we can Build Truck stop, gas station, restaurant and Motel in that parcel with Conditional Use Permit process. That is the only Zone change we think is right for us to change to.

We are requesting the committee to grant the zone change for this parcel so we can build and develop that parcel which will bring economic development along with 50 plus Jobs in area.

Thank you,

Shivam Enterprise LLC.

Sanjay Patel.

562-713-1431

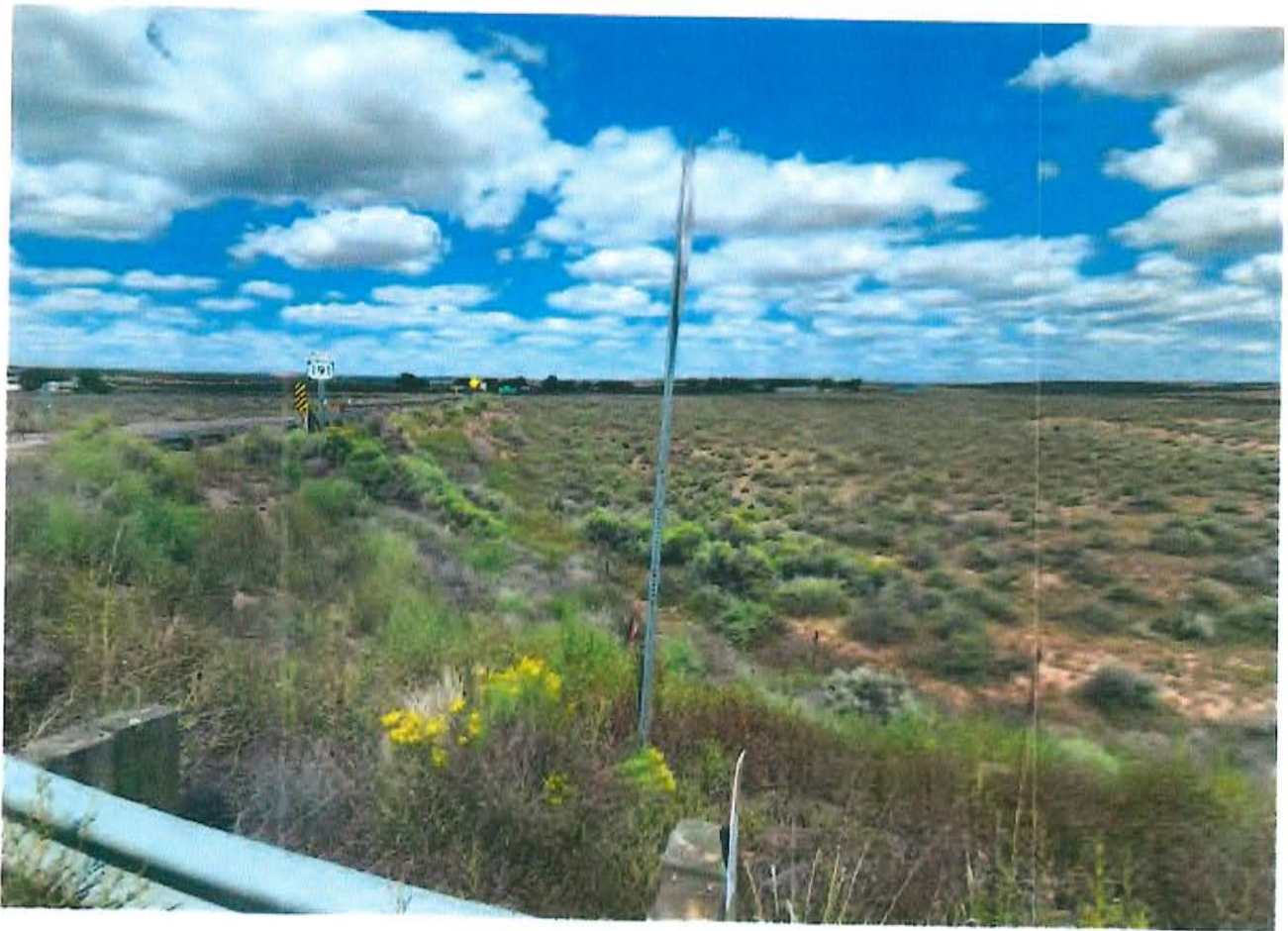


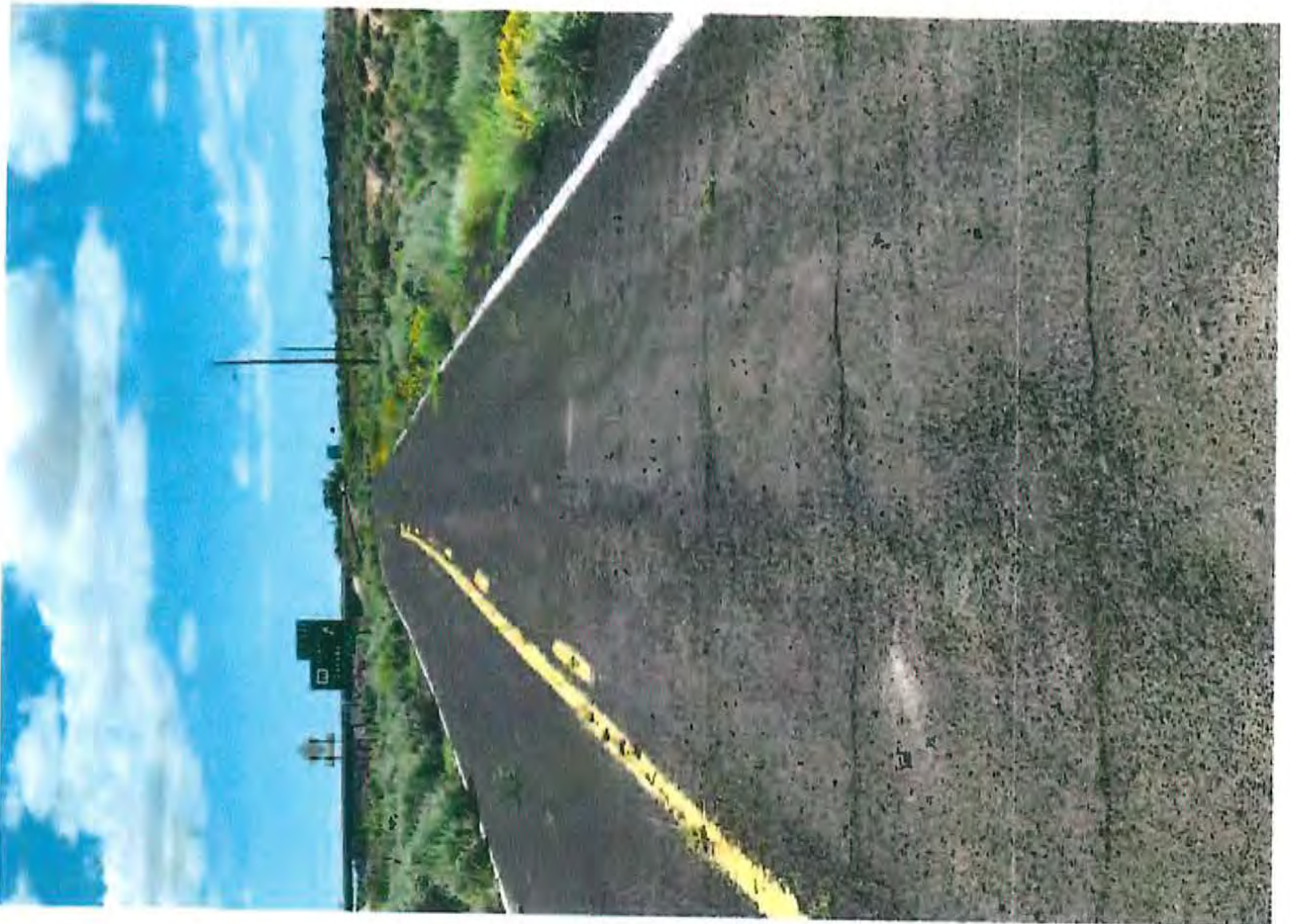


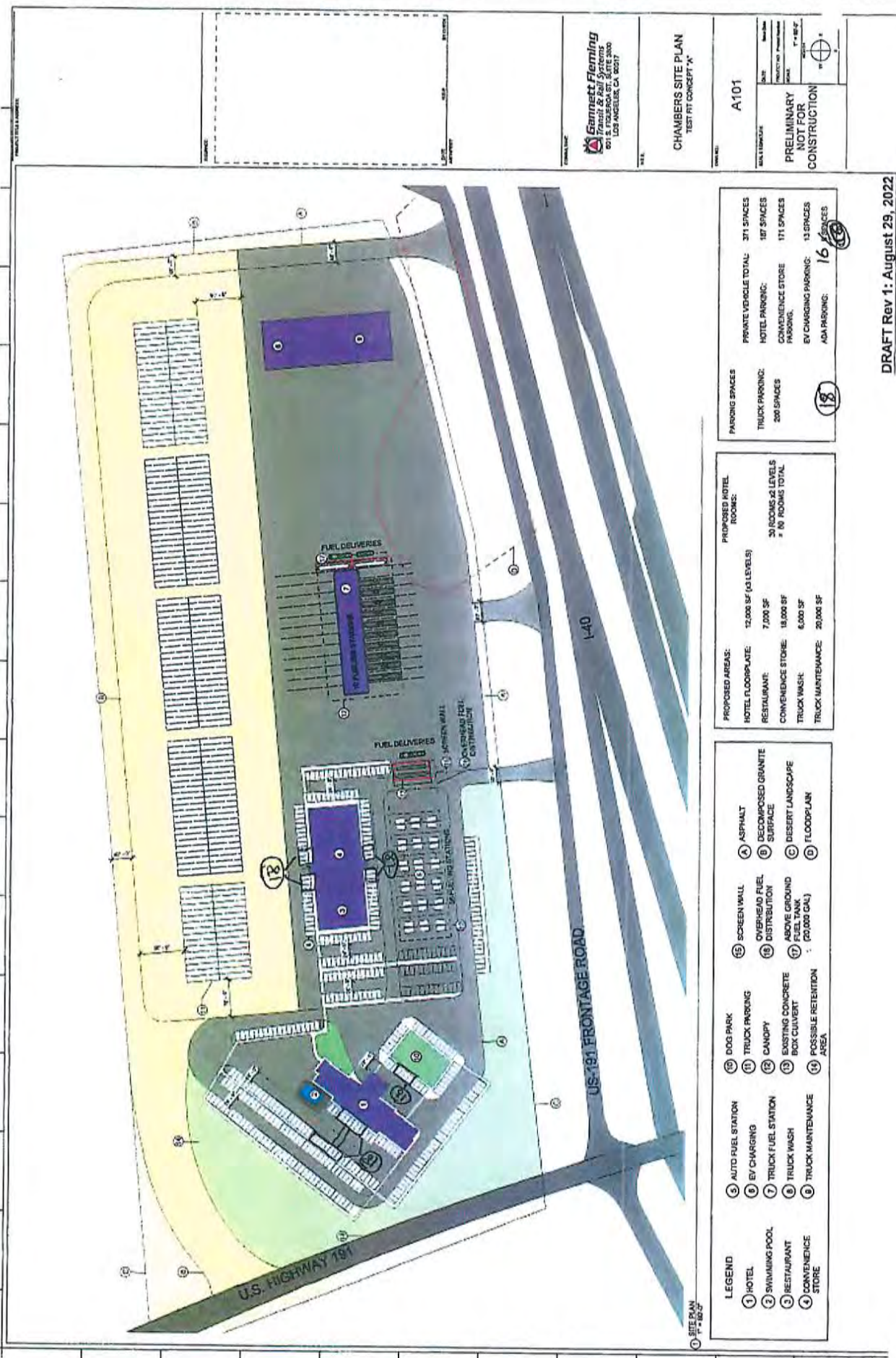












**Gannett Fleming**  
 Transit & Rail Systems  
 601 S. FLORESQUITO, SUITE 3000  
 LOS ANGELES, CA 90071

**CHAMBERS SITE PLAN**  
 TEST FIT CONCEPT "A"

A101

PRELIMINARY  
 NOT FOR  
 CONSTRUCTION

PARKING SPACES	
PRIVATE VEHICLE TOTAL:	371 SPACES
HOTEL PARKING:	187 SPACES
TRUCK PARKING:	200 SPACES
CONVENIENCE STORE PARKING:	171 SPACES
EV CHARGING PARKING:	13 SPACES
ADA PARKING:	16 SPACES

PROPOSED HOTEL ROOMS:	
HOTEL FLOORPLATE:	12,000 SF (4 LEVELS)
RESTAURANT:	7,000 SF
CONVENIENCE STORE:	18,000 SF
TRUCK WASH:	6,000 SF
TRUCK MAINTENANCE:	20,000 SF
30 ROOMS, 22 LEVELS # IN ROOMS TOTAL	

LEGEND	
1 HOTEL	15 SCREEN WALL
2 SWIMMING POOL	16 OVERHEAD FUEL DISTRIBUTION
3 RESTAURANT	17 ABOVE GROUND FUEL TANK (20,000 GAL)
4 CONVENIENCE STORE	18 POSSIBLE RETENTION AREA
5 AUTO FUEL STATION	19 DOG PARK
6 EV CHARGING	20 TRUCK PARKING
7 TRUCK FUEL STATION	21 CANOPY
8 TRUCK WASH	22 EXISTING CONCRETE BOX CULVERT
9 TRUCK MAINTENANCE	23 FLOODPLAIN
10 ASPHALT	24 DECOMPOSED GRANITE SURFACE
11 DECOMPOSED GRANITE SURFACE	25 DESERT LANDSCAPE
12 DESERT LANDSCAPE	26 FLOODPLAIN

DRAFT Rev 1: August 29, 2022

## **Citizen participation plan.**

**Purpose of this is to inform and participate all neighboring citizen on this wonderful project. This will bring at-least 50 employments in the area. There is going to be Gas station with multiple bays and also trucker stops. There is a 60 rooms Motel will be built alongside for travelers.**

**Meeting will be help at the Days inn in Chambers AZ. Days inn is across the freeway from the propose site. All citizen can contact Sanjay Patel at 562-713-1431 anytime with any possible questions for the project.**

**We will send all neighbor within 300 feet letter informing about the project and will submit the receipts from USPS to application.**

**Shivam Enterprise LLC**

**Sanjay Patel.**

**562-713-1431**

Dear Neighbor,

This is Sanjay Patel, owner of parcel 207-12-002J located in Chambers, AZ 86502 on North East corner of Interstate 40 and Hwy 191. We are in the process of Zone change for our parcel from Agriculture to Commercial and one of the requirements is, to notify the Neighboring parcel owner and discuss the potential development in our neighborhood.

Attached also include proposed plan (Not approved by Apache county yet) that we are planning to build on the land for which we need the zoning change.

I can be available for Zoom meeting or by phone @ 562-713-1431 if you wish to discuss further about this project anytime.

I am also holding in person meeting with all neighbor on Sept-02-2022 around 10 AM at Days Inn in Chambers AZ. I am also planning to do conference call with all neighbor on Sept -2<sup>nd</sup> at 10 AM. Please call or text me at 562-713-1431 if you wish to be part of this conference call.

Thank you and looking forward to meet you or talk to you.

Sanjay Patel.

Shivam Enterprise LLC.

PO Box 39,

Chambers, AZ 86502.

562-713-1431

# NOTICE

THE APACHE COUNTY

Planning & Zoning

WILL HOLD A PUBLIC HEARING

75. W. Cleveland, St. Johns

AT 1pm Thursday, October 6, 2022

FOR THE PURPOSE OF

ZONING CHANGE

From Agricultural General (AG)

ZONING CHANGE

From Agricultural General (AG)  
to General Commercial (C2)

FOR THE PROPERTY

DESCRIBED AS FOLLOWS:

PARCEL/REFERENCE NUMBER 207-12-001J

LOCATION/LEGAL DESCRIPTION

Section: 25, Township: 21N, Range: 27E

ALL INTERESTED PERSONS ARE ENCOURAGED  
TO ATTEND THE PUBLIC HEARING.

# HEARING





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

State of Arizona )  
 ) SS.  
County of Navajo )

Affidavit of Publication  
 Navajo  Apache

The Apache County Planning and Zoning Commission will hold a meeting on Thursday October 6, 2022, at 1:00 p.m. in the Board of Supervisors Room, located in the Apache County Annex at 75 W. Cleveland, St. Johns, Arizona, at which the Commission will hold a public hearing to consider and possibly approve the following items:

PUBLIC HEARING, consideration, and possible recommendation for approval of a Conditional Use Permit application to allow Barbara Bartels to place a 2023 24 x 48 manufactured home on her one-acre parcel to be used as her primary residence and making her current 600 square foot home a guest home. Property is located in Vernon, AZ A.P.N. 106-56-011A.

PUBLIC HEARING, consideration, and possible recommendation for approval of a Conditional Use Permit application to allow Jeanne Begovac to place two additional park model homes and fire pits on her 3.46-acre parcel in the Hidden Paradise Annex subdivision to be used as guest homes for family and friends and also seasonal paying guests, from April to November. Property is located in Vernon, AZ A.P.N. 106-25-003D.

PUBLIC HEARING, consideration, and possible recommendation for approval of a Subdivision Major Plat Amendment application to allow Becky Ivins to split her 9.3-acre lot creating five (5) new lots; four (4) two acre lots and one (1) 1.32-acre lot. Property is located in the Hidden Paradise Subdivision in Vernon, AZ. A.P.N 106-25-010.

PUBLIC HEARING, consideration, and possible recommendation for approval of a Zone Change application to allow Sanjay Patel with Shivam Enterprise, LLC to rezone their 50-acre parcel from agricultural general (AG) to general commercial (C2) for sale and future development.

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Published in the White Mountain Independent: #150628, F, September 16, 2022

09/16/2022

White Mountain Independent

*Victoria Starns*

Sworn to me this

21<sup>st</sup> day of September A.D.

*Jenna Troutt*

Notary Public



# NOTICE

THE APACHE COUNTY  
BOARD OF SUPERVISORS  
WILL HOLD A PUBLIC MEETING

75 W. Cleveland Street,

County Annex Board of Supervisors Room

Tuesday Nov 1, 2022

AT 8:30 am

FOR THE PURPOSE OF

Zone Change

Agricultural Gen. (AG) to  
General Comm. (CZ)

FOR THE PROPERTY

DESCRIBED AS FOLLOWS:

PARCEL/REFERENCE NUMBER: 207-12-001J

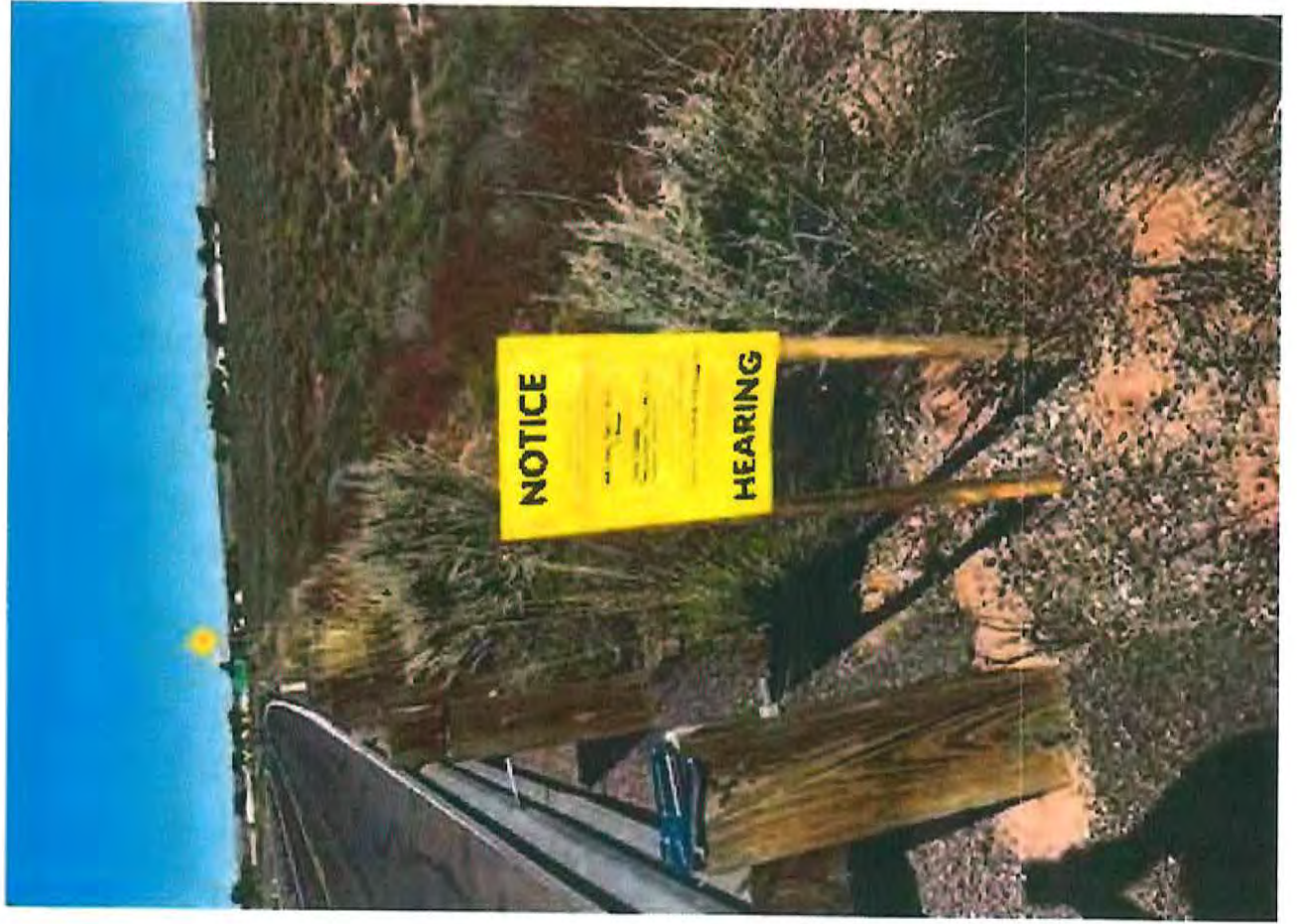
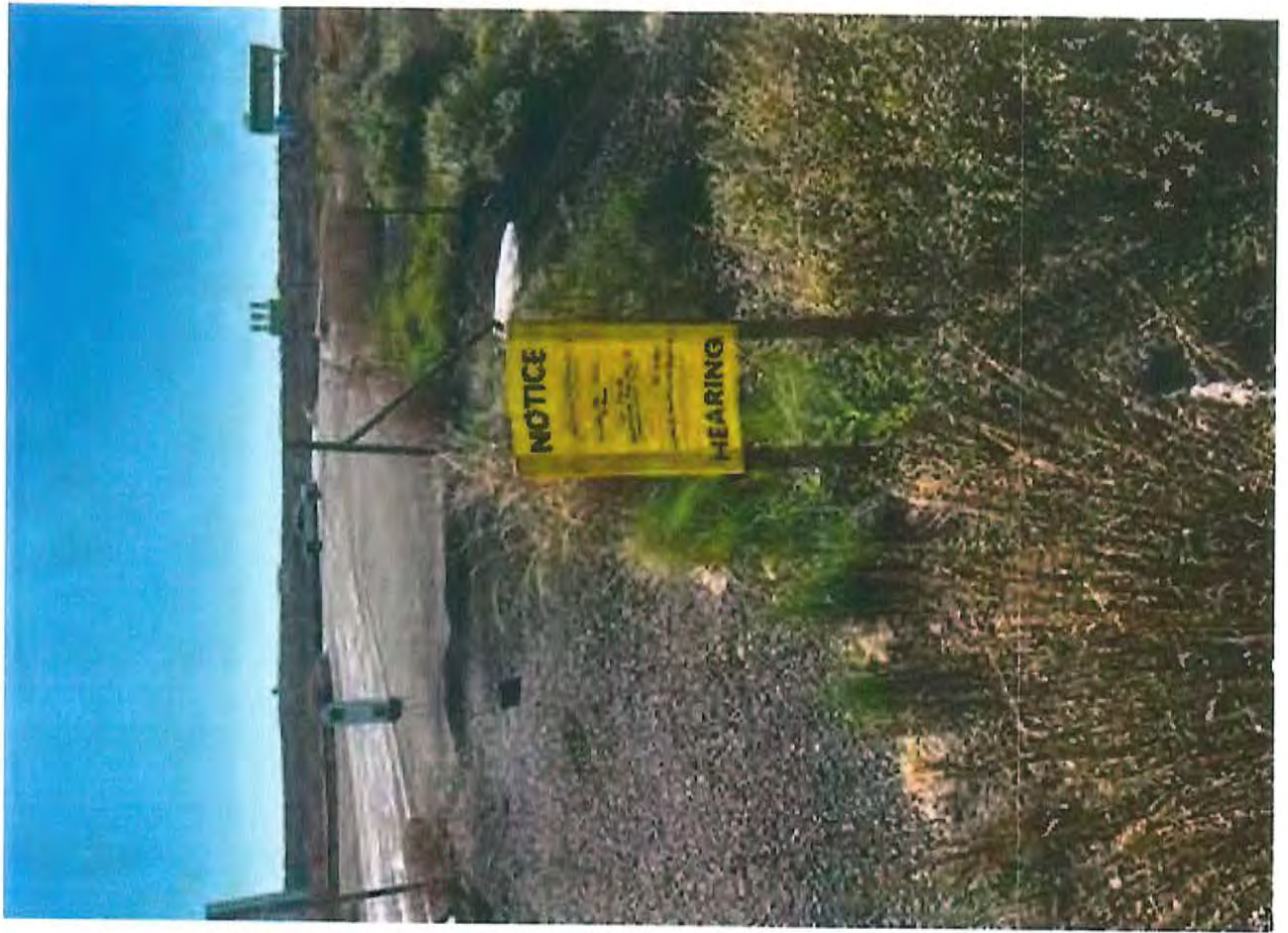
LOCATION/LEGAL DESCRIPTION: \_\_\_\_\_

Section: 25, Township: 21 N, Range 21 E

ALL INTERESTED PERSONS ARE ENCOURAGED  
TO ATTEND THE PUBLIC MEETING

# HEARING





WHITE MOUNTAIN PUBLISHING LLC.  
P.O . BOX 1570  
SHOW LOW AZ 85902  
(928)537-5721  
Fax (928)537-1780

ORDER CONFIRMATION (CONTINUED)

Salesperson: LOWE, TRACE

Printed at 10/11/22 16:18 by ttrou

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Acct #: 8831

Ad #: 153376

Status: New WHOLD WHOI

The Apache Board of Supervisors will hold a meeting on Tuesday, November 1, 2022, at 8:30 a.m. (MST) in the Board of Supervisors Room, located in the Apache County Annex at 75 W. Cleveland, St. Johns, Arizona, at which the Board will hold a public hearing to consider and possibly approve the following items:

PUBLIC HEARING, consideration, and possible approval of a Zone Change application to allow Sanjay Patel with Shivam Enterprise, LLC to rezone their 50-acre parcel from agricultural general (AG) to general commercial (C2) for sale and future development. The Apache County Planning & Zoning Commission recommended approval on October 6, 2022. Property is located near Chambers, AZ. A.P.N 207-12-001J.

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Published in the White Mountain Independent: #153376, T, F, October 18, October 21, 2022



Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1109322	09/27/22	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	323.20
NBAZ - Warrant Clearing Account	Check	1109323	09/27/22	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	171,170.24
NBAZ - Warrant Clearing Account	Check	1109324	09/27/22	Accounts Payable	APACHE COUNTY TREASURER	35.00
NBAZ - Warrant Clearing Account	Check	1109325	09/27/22	Accounts Payable	ASRS LEGACY EORP	9,813.79
NBAZ - Warrant Clearing Account	Check	1109326	09/27/22	Accounts Payable	AZ STATE RETIREMENT SYSTEM	130,887.38
NBAZ - Warrant Clearing Account	Check	1109327	09/27/22	Accounts Payable	CINNINNATI LIFE INS CO	28.00
NBAZ - Warrant Clearing Account	Check	1109328	09/27/22	Accounts Payable	CORP AOC DISABILITY	30.98
NBAZ - Warrant Clearing Account	Check	1109329	09/27/22	Accounts Payable	CORP DISABILITY	179.42
NBAZ - Warrant Clearing Account	Check	1109330	09/27/22	Accounts Payable	CORRECTIONS OFFICER RET PLAN	11,940.23
NBAZ - Warrant Clearing Account	Check	1109331	09/27/22	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	1,471.83
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NBAZ - Warrant Clearing Account	Check	1109333	09/27/22	Accounts Payable	EORP LEGACY	1,580.77
NBAZ - Warrant Clearing Account	Check	1109334	09/27/22	Accounts Payable	GURSTEL LAW FIRM PC	180.73
NBAZ - Warrant Clearing Account	Check	1109335	09/27/22	Accounts Payable	NATIONWIDE	2,818.82
NBAZ - Warrant Clearing Account	Check	1109336	09/27/22	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	343.54
NBAZ - Warrant Clearing Account	Check	1109337	09/27/22	Accounts Payable	NATIONWIDE TRUST FSB	3,268.80
NBAZ - Warrant Clearing Account	Check	1109338	09/27/22	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	16,351.45
NBAZ - Warrant Clearing Account	Check	1109339	09/27/22	Accounts Payable	PUBLIC SAFETY SHERIFF RET	8,200.49
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NBAZ - Warrant Clearing Account	Check	1109341	09/28/22	Accounts Payable	ADVERTISING IDEAS	999.32
NBAZ - Warrant Clearing Account	Check	1109342	09/28/22	Accounts Payable	ALL COPY PRODUCTS	295.93
NBAZ - Warrant Clearing Account	Check	1109343	09/28/22	Accounts Payable	ALL SHADE WINDOW TINTING	447.53
NBAZ - Warrant Clearing Account	Check	1109344	09/28/22	Accounts Payable	ALPINE WATER AND SANITARY	83.08
NBAZ - Warrant Clearing Account	Check	1109345	09/28/22	Accounts Payable	ALSCO INC	472.13
NBAZ - Warrant Clearing Account	Check	1109346	09/28/22	Accounts Payable	AMAZON CAPITAL SERVICES INC	1,826.25
NBAZ - Warrant Clearing Account	Check	1109347	09/28/22	Accounts Payable	AMAZON COM INC (Health & Library)	7,264.48
NBAZ - Warrant Clearing Account	Check	1109348	09/28/22	Accounts Payable	AMIGO CHEVROLET	116.78
NBAZ - Warrant Clearing Account	Check	1109349	09/28/22	Accounts Payable	APACHE COUNTY YOUTH COUNCIL	750.00
NBAZ - Warrant Clearing Account	Check	1109350	09/28/22	Accounts Payable	ASHTONS REPAIR INC	185.52
NBAZ - Warrant Clearing Account	Check	1109351	09/28/22	Accounts Payable	AZ DEPT OF PUBLIC SAFETY	201.00
NBAZ - Warrant Clearing Account	Check	1109352	09/28/22	Accounts Payable	AZ LABOR LAW POSTER SERVICE	109.00
NBAZ - Warrant Clearing Account	Check	1109353	09/28/22	Accounts Payable	AZLGEBT	363,966.79
NBAZ - Warrant Clearing Account	Check	1109354	09/28/22	Accounts Payable	B&R TRUCKING	4,724.68
NBAZ - Warrant Clearing Account	Check	1109355	09/28/22	Accounts Payable	LUCINDA A BALOO	400.76
NBAZ - Warrant Clearing Account	Check	1109356	09/28/22	Accounts Payable	BAUMAN HOME AND AUTO INC	3,788.25
NBAZ - Warrant Clearing Account	Check	1109357	09/28/22	Accounts Payable	BEACON FIRE AND SECURITY LLC	1,506.00
NBAZ - Warrant Clearing Account	Check	1109358	09/28/22	Accounts Payable	SARAH MAE BEGAY	335.00
NBAZ - Warrant Clearing Account	Check	1109359	09/28/22	Accounts Payable	SANDRA L BLANSETT	300.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
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NBAZ - Warrant Clearing Account	Check	1109362	09/28/22	Accounts Payable	ELIZABETH A CASTILLO	26.98
NBAZ - Warrant Clearing Account	Check	1109363	09/28/22	Accounts Payable	CELLULAR ONE NE AZ	191.46
NBAZ - Warrant Clearing Account	Check	1109364	09/28/22	Accounts Payable	CHANGEPOINT INTEGRATED HEALTH	7,840.00
NBAZ - Warrant Clearing Account	Check	1109365	09/28/22	Accounts Payable	KIMBERLY LOUISE COLE	27.40
NBAZ - Warrant Clearing Account	Check	1109366	09/28/22	Accounts Payable	CONTINUOUS RAINGUTTER SYSTEMS	6,247.00
NBAZ - Warrant Clearing Account	Check	1109367	09/28/22	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	1,280.23
NBAZ - Warrant Clearing Account	Check	1109368	09/28/22	Accounts Payable	NICOLE CURLEY	34.00
NBAZ - Warrant Clearing Account	Check	1109369	09/28/22	Accounts Payable	RODGER DAHOZY	1,265.36
NBAZ - Warrant Clearing Account	Check	1109370	09/28/22	Accounts Payable	DANA KEPNER CO	265.48
NBAZ - Warrant Clearing Account	Check	1109371	09/28/22	Accounts Payable	DAY CUSTOMS AUTOMOTIVE	140.78
NBAZ - Warrant Clearing Account	Check	1109372	09/28/22	Accounts Payable	DISH NETWORK	123.65
NBAZ - Warrant Clearing Account	Check	1109373	09/28/22	Accounts Payable	PJ E EDWARDS-RAY	212.50
NBAZ - Warrant Clearing Account	Check	1109374	09/28/22	Accounts Payable	EMPIRE MACHINERY	1,415.49
NBAZ - Warrant Clearing Account	Check	1109375	09/28/22	Accounts Payable	ENTERPRISE LEASING COMPANY OF PHOENIX	245.00
NBAZ - Warrant Clearing Account	Check	1109376	09/28/22	Accounts Payable	FLAGSTAFF BUSINESS SOLUTIONS LLC	1,200.00
NBAZ - Warrant Clearing Account	Check	1109377	09/28/22	Accounts Payable	GABRIEL FREELAND	463.08
NBAZ - Warrant Clearing Account	Check	1109378	09/28/22	Accounts Payable	FRONTIER	406.45
NBAZ - Warrant Clearing Account	Check	1109379	09/28/22	Accounts Payable	FRONTIER	426.56
NBAZ - Warrant Clearing Account	Check	1109380	09/28/22	Accounts Payable	FRONTIER	167.17
NBAZ - Warrant Clearing Account	Check	1109381	09/28/22	Accounts Payable	FRONTIER	111.43
NBAZ - Warrant Clearing Account	Check	1109382	09/28/22	Accounts Payable	FRONTIER	109.22
NBAZ - Warrant Clearing Account	Check	1109383	09/28/22	Accounts Payable	FRONTIER	918.37
NBAZ - Warrant Clearing Account	Check	1109384	09/28/22	Accounts Payable	FRONTIER	130.16
NBAZ - Warrant Clearing Account	Check	1109385	09/28/22	Accounts Payable	FRONTIER	214.57
NBAZ - Warrant Clearing Account	Check	1109386	09/28/22	Accounts Payable	FRONTIER	81.86
NBAZ - Warrant Clearing Account	Check	1109387	09/28/22	Accounts Payable	FRONTIER	208.90
NBAZ - Warrant Clearing Account	Check	1109388	09/28/22	Accounts Payable	FRONTIER	21.30
NBAZ - Warrant Clearing Account	Check	1109389	09/28/22	Accounts Payable	FRONTIER	269.43
NBAZ - Warrant Clearing Account	Check	1109390	09/28/22	Accounts Payable	FRONTIER	417.30
NBAZ - Warrant Clearing Account	Check	1109391	09/28/22	Accounts Payable	FRONTIER	81.86
NBAZ - Warrant Clearing Account	Check	1109392	09/28/22	Accounts Payable	FRONTIER	118.31
NBAZ - Warrant Clearing Account	Check	1109393	09/28/22	Accounts Payable	FSU CENTER FOR PREVENTION AND EIP	300.00
NBAZ - Warrant Clearing Account	Check	1109394	09/28/22	Accounts Payable	GALL'S INC	662.32
NBAZ - Warrant Clearing Account	Check	1109395	09/28/22	Accounts Payable	RUBEN C GARCIA JR.	300.00
NBAZ - Warrant Clearing Account	Check	1109396	09/28/22	Accounts Payable	BARBARA J GOMEZ	93.00
NBAZ - Warrant Clearing Account	Check	1109397	09/28/22	Accounts Payable	JOHANNA K GONZALEZ	70.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1109398	09/28/22	Accounts Payable	DARYL GREER	537.95
NBAZ - Warrant Clearing Account	Check	1109399	09/28/22	Accounts Payable	BUTCH GUNNELS	168.76
NBAZ - Warrant Clearing Account	Check	1109400	09/28/22	Accounts Payable	HEALTH EQUITY INC	170.00
NBAZ - Warrant Clearing Account	Check	1109401	09/28/22	Accounts Payable	KLINT HEAP	225.00
NBAZ - Warrant Clearing Account	Check	1109402	09/28/22	Accounts Payable	HILL AZ GROCERY STORE	168.98
NBAZ - Warrant Clearing Account	Check	1109403	09/28/22	Accounts Payable	HOME DEPOT	361.54
NBAZ - Warrant Clearing Account	Check	1109404	09/28/22	Accounts Payable	HUGHES SUPPLY INC (LAKESIDE)	144.75
NBAZ - Warrant Clearing Account	Check	1109405	09/28/22	Accounts Payable	INGRAM LIBRARY SERVICES	2,107.68
NBAZ - Warrant Clearing Account	Check	1109406	09/28/22	Accounts Payable	GENEVA L JACKSON	144.00
NBAZ - Warrant Clearing Account	Check	1109407	09/28/22	Accounts Payable	DENNISE L JONES	81.00
NBAZ - Warrant Clearing Account	Check	1109408	09/28/22	Accounts Payable	JONES OUTDOOR ADVERTISING INC	237.00
NBAZ - Warrant Clearing Account	Check	1109409	09/28/22	Accounts Payable	SUSAN KOCH	35.38
NBAZ - Warrant Clearing Account	Check	1109410	09/28/22	Accounts Payable	LIBERTY FENCE AND SUPPLY	7,806.07
NBAZ - Warrant Clearing Account	Check	1109411	09/28/22	Accounts Payable	LOWES COMPANIES INC	18.50
NBAZ - Warrant Clearing Account	Check	1109412	09/28/22	Accounts Payable	LUGNBILL INVESTIGATIVE SERVICES INC	100.00
NBAZ - Warrant Clearing Account	Check	1109413	09/28/22	Accounts Payable	MASS TRANSCRIPTIONS	294.00
NBAZ - Warrant Clearing Account	Check	1109414	09/28/22	Accounts Payable	ODESSA RENELL MAVRIDES	151.26
NBAZ - Warrant Clearing Account	Check	1109415	09/28/22	Accounts Payable	CHRIS MCCARTHY	300.00
NBAZ - Warrant Clearing Account	Check	1109416	09/28/22	Accounts Payable	JASON WAYNE MOORE	751.39
NBAZ - Warrant Clearing Account	Check	1109417	09/28/22	Accounts Payable	DIANA M MORGAN	300.00
NBAZ - Warrant Clearing Account	Check	1109418	09/28/22	Accounts Payable	NAPA	111.02
NBAZ - Warrant Clearing Account	Check	1109419	09/28/22	Accounts Payable	NAVAJO SANITATION INC	74.20
NBAZ - Warrant Clearing Account	Check	1109420	09/28/22	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	1,070.56
NBAZ - Warrant Clearing Account	Check	1109421	09/28/22	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	12,642.89
NBAZ - Warrant Clearing Account	Check	1109422	09/28/22	Accounts Payable	LEROY NEZ	34.00
NBAZ - Warrant Clearing Account	Check	1109423	09/28/22	Accounts Payable	HALEY RHAЕ NICOLL	152.97
NBAZ - Warrant Clearing Account	Check	1109424	09/28/22	Accounts Payable	NORTH COUNTRY COMMUNITY HEALTH	1,900.00
NBAZ - Warrant Clearing Account	Check	1109425	09/28/22	Accounts Payable	OCCUPATIONAL SAFETY SERVICES	232.00
NBAZ - Warrant Clearing Account	Check	1109426	09/28/22	Accounts Payable	OFFICE DEPOT	96.21
NBAZ - Warrant Clearing Account	Check	1109427	09/28/22	Accounts Payable	MONICA G ORONA	70.00
NBAZ - Warrant Clearing Account	Check	1109428	09/28/22	Accounts Payable	OVERDRIVE INC	835.77
NBAZ - Warrant Clearing Account	Check	1109429	09/28/22	Accounts Payable	TINA PADILLA	262.43
NBAZ - Warrant Clearing Account	Check	1109430	09/28/22	Accounts Payable	RYAN N PATTERSON	112.46
NBAZ - Warrant Clearing Account	Check	1109431	09/28/22	Accounts Payable	RYAN N PATTERSON	1,194.00
NBAZ - Warrant Clearing Account	Check	1109432	09/28/22	Accounts Payable	RYAN N PATTERSON	300.00
NBAZ - Warrant Clearing Account	Check	1109433	09/28/22	Accounts Payable	NATASHA PENA	20.03
NBAZ - Warrant Clearing Account	Check	1109434	09/28/22	Accounts Payable	PENWORTHY COMPANY	205.06
NBAZ - Warrant Clearing Account	Check	1109435	09/28/22	Accounts Payable	PERFECT PRINTZ LLC	671.85

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1109436	09/28/22	Accounts Payable	PERFORMANCE REPORTERS INC	925.00
NBAZ - Warrant Clearing Account	Check	1109437	09/28/22	Accounts Payable	PITNEY BOWES	387.06
NBAZ - Warrant Clearing Account	Check	1109438	09/28/22	Accounts Payable	PUBLIC AGENCY TRAINING COUNCIL INC	695.00
NBAZ - Warrant Clearing Account	Check	1109439	09/28/22	Accounts Payable	QUALITY CARQUEST	3,384.88
NBAZ - Warrant Clearing Account	Check	1109440	09/28/22	Accounts Payable	QUILL CORP	9,396.78
NBAZ - Warrant Clearing Account	Check	1109441	09/28/22	Accounts Payable	R&S NORTHEAST LLC	760.12
NBAZ - Warrant Clearing Account	Check	1109442	09/28/22	Accounts Payable	RELIABLE BACKGROUND SCREENING	1,115.80
NBAZ - Warrant Clearing Account	Check	1109443	09/28/22	Accounts Payable	KODY RICHARDSON	50.00
NBAZ - Warrant Clearing Account	Check	1109444	09/28/22	Accounts Payable	RICOH USA INC	28.77
NBAZ - Warrant Clearing Account	Check	1109445	09/28/22	Accounts Payable	CAROL A ROBERTS	24.76
NBAZ - Warrant Clearing Account	Check	1109446	09/28/22	Accounts Payable	LAURA J SALAZAR	70.00
NBAZ - Warrant Clearing Account	Check	1109447	09/28/22	Accounts Payable	SANOI PASTEUR INC	218.63
NBAZ - Warrant Clearing Account	Check	1109448	09/28/22	Accounts Payable	SECURUS TECHNOLOGIES INC	1,496.97
NBAZ - Warrant Clearing Account	Check	1109449	09/28/22	Accounts Payable	ALTON JOE SHEPHERD	351.26
NBAZ - Warrant Clearing Account	Check	1109450	09/28/22	Accounts Payable	LANNY B SHERRILL	225.00
NBAZ - Warrant Clearing Account	Check	1109451	09/28/22	Accounts Payable	SHERWIN-WILLIAMS	36.67
NBAZ - Warrant Clearing Account	Check	1109452	09/28/22	Accounts Payable	JOE SHIRLEY JR	321.79
NBAZ - Warrant Clearing Account	Check	1109453	09/28/22	Accounts Payable	REDACTED	5,481.50
NBAZ - Warrant Clearing Account	Check	1109454	09/28/22	Accounts Payable	SOUTHERN TIRE MART LLC	3,128.97
NBAZ - Warrant Clearing Account	Check	1109455	09/28/22	Accounts Payable	SPARKLETT'S WATER	15.78
NBAZ - Warrant Clearing Account	Check	1109456	09/28/22	Accounts Payable	SPARKLETT'S WATER	32.77
NBAZ - Warrant Clearing Account	Check	1109457	09/28/22	Accounts Payable	ST JOHNS EMERGENCY SERVICES	1,063.26
NBAZ - Warrant Clearing Account	Check	1109458	09/28/22	Accounts Payable	CHERYL STRADLING	300.00
NBAZ - Warrant Clearing Account	Check	1109459	09/28/22	Accounts Payable	REED D STRADLING	300.00
NBAZ - Warrant Clearing Account	Check	1109460	09/28/22	Accounts Payable	THE POUR STATION	17.34
NBAZ - Warrant Clearing Account	Check	1109461	09/28/22	Accounts Payable	NORMA J THORN	70.00
NBAZ - Warrant Clearing Account	Check	1109462	09/28/22	Accounts Payable	JARROD ARVISO TOACHEENIE	220.00
NBAZ - Warrant Clearing Account	Check	1109463	09/28/22	Accounts Payable	TREAD MASTERS TIRE & LUBE	54.72
NBAZ - Warrant Clearing Account	Check	1109464	09/28/22	Accounts Payable	TYLER TECHNOLOGIES INC	187.50
NBAZ - Warrant Clearing Account	Check	1109465	09/28/22	Accounts Payable	UNIFIRST CORPORATION	75.52
NBAZ - Warrant Clearing Account	Check	1109466	09/28/22	Accounts Payable	UNITED PARCEL SERVICE	4.37
NBAZ - Warrant Clearing Account	Check	1109467	09/28/22	Accounts Payable	US POSTMASTER	45.00
NBAZ - Warrant Clearing Account	Check	1109468	09/28/22	Accounts Payable	VERBATIM REPORTING & TRANSCRIPTION LLC	596.45
NBAZ - Warrant Clearing Account	Check	1109469	09/28/22	Accounts Payable	VERIZON WIRELESS	4,885.97
NBAZ - Warrant Clearing Account	Check	1109470	09/28/22	Accounts Payable	CORINNA I WADDELL	262.43
NBAZ - Warrant Clearing Account	Check	1109471	09/28/22	Accounts Payable	DODEE WALLACE	225.00
NBAZ - Warrant Clearing Account	Check	1109472	09/28/22	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	1,126.55
NBAZ - Warrant Clearing Account	Check	1109473	09/28/22	Accounts Payable	MICHAEL B WHITING	14.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1109474	09/28/22	Accounts Payable	ANTONIA WOOD	132.13
NBAZ - Warrant Clearing Account	Check	1109475	09/28/22	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	211.06
NBAZ - Warrant Clearing Account	Check	1109476	09/28/22	Accounts Payable	XEROX CORP	70.30
NBAZ - Warrant Clearing Account	Check	1109477	09/28/22	Accounts Payable	JAY YELLOWHORSE	1,497.13
NBAZ - Warrant Clearing Account	Check	1109478	09/28/22	Accounts Payable	IVAN D ZHELEV	268.50
NBAZ - Warrant Clearing Account	Check	1109479	09/28/22	Accounts Payable	AIR COMM CORPORATION	1,486.49
NBAZ - Warrant Clearing Account	Check	1109480	09/29/22	Accounts Payable	FUTURE TIRE	4,993.93
NBAZ - Warrant Clearing Account	Check	1109481	09/29/22	Accounts Payable	RYAN N PATTERSON	162.46
NBAZ - Warrant Clearing Account	Check	1109482	09/29/22	Accounts Payable	RYAN N PATTERSON	64.80
NBAZ - Warrant Clearing Account	Check	1109483	10/04/22	Accounts Payable	BERNICE BEGAY	128.00
NBAZ - Warrant Clearing Account	Check	1109484	10/04/22	Accounts Payable	JULIUS ELWOOD	428.00
NBAZ - Warrant Clearing Account	Check	1109485	10/04/22	Accounts Payable	FLORA NEZ	128.00
NBAZ - Warrant Clearing Account	Check	1109486	10/04/22	Accounts Payable	ALTON JOE SHEPHERD	823.25
NBAZ - Warrant Clearing Account	Check	1109487	10/05/22	Accounts Payable	ALLEGRA	260.23
NBAZ - Warrant Clearing Account	Check	1109488	10/05/22	Accounts Payable	ALSCO INC	472.13
NBAZ - Warrant Clearing Account	Check	1109489	10/05/22	Accounts Payable	AMAZON CAPITAL SERVICES INC	4,170.18
NBAZ - Warrant Clearing Account	Check	1109490	10/05/22	Accounts Payable	AMIGO CHEVROLET	1,199.85
NBAZ - Warrant Clearing Account	Check	1109491	10/05/22	Accounts Payable	AMIGO CHEVROLET	585.41
NBAZ - Warrant Clearing Account	Check	1109492	10/05/22	Accounts Payable	STEVEN C ANDERSON	300.00
NBAZ - Warrant Clearing Account	Check	1109493	10/05/22	Accounts Payable	ASHTONS REPAIR INC	367.62
NBAZ - Warrant Clearing Account	Check	1109494	10/05/22	Accounts Payable	AZ CHIEF PROBATION OFFICERS ASSOCIATION	250.00
NBAZ - Warrant Clearing Account	Check	1109495	10/05/22	Accounts Payable	AZ DEPT OF HEALTH SERVICES	416.00
NBAZ - Warrant Clearing Account	Check	1109496	10/05/22	Accounts Payable	AZ DEPT OF HEALTH SERVICES	1,130.00
NBAZ - Warrant Clearing Account	Check	1109497	10/05/22	Accounts Payable	AZ DEPT OF REVENUE	9,736.08
NBAZ - Warrant Clearing Account	Check	1109498	10/05/22	Accounts Payable	BATTLE ARMOR DESIGNS LLC	4,495.00
NBAZ - Warrant Clearing Account	Check	1109499	10/05/22	Accounts Payable	BAUMAN HOME AND AUTO INC	168.00
NBAZ - Warrant Clearing Account	Check	1109500	10/05/22	Accounts Payable	BEACON FIRE AND SECURITY LLC	334.00
NBAZ - Warrant Clearing Account	Check	1109501	10/05/22	Accounts Payable	BERNICE BEGAY	300.00
NBAZ - Warrant Clearing Account	Check	1109502	10/05/22	Accounts Payable	MARLEITA BEGAY	300.00
NBAZ - Warrant Clearing Account	Check	1109503	10/05/22	Accounts Payable	SARAH MAE BEGAY	190.00
NBAZ - Warrant Clearing Account	Check	1109504	10/05/22	Accounts Payable	BEST WESTERN SNOWFLAKE INN	2,046.49
NBAZ - Warrant Clearing Account	Check	1109505	10/05/22	Accounts Payable	DAWN MICHELLE BEUS	300.00
NBAZ - Warrant Clearing Account	Check	1109506	10/05/22	Accounts Payable	JIMICA LYNN BIGMAN	300.00
NBAZ - Warrant Clearing Account	Check	1109507	10/05/22	Accounts Payable	PAULA MARIE BILLY	65.54
NBAZ - Warrant Clearing Account	Check	1109508	10/05/22	Accounts Payable	BLUE 360 MEDIA LLC	731.12
NBAZ - Warrant Clearing Account	Check	1109509	10/05/22	Accounts Payable	BLUE HILLS ENVIRONMENTAL	136.21
NBAZ - Warrant Clearing Account	Check	1109510	10/05/22	Accounts Payable	BLUE KNIGHT SECURITY LLC	10,175.00
NBAZ - Warrant Clearing Account	Check	1109511	10/05/22	Accounts Payable	BLUE LINE TOWING	850.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1109512	10/05/22	Accounts Payable	BORDER CONSTRUCTION SPECIALTIES	8,028.00
NBAZ - Warrant Clearing Account	Check	1109513	10/05/22	Accounts Payable	GLORIA BOWMAN	48.19
NBAZ - Warrant Clearing Account	Check	1109514	10/05/22	Accounts Payable	NATASHA BRADBURN	300.00
NBAZ - Warrant Clearing Account	Check	1109515	10/05/22	Accounts Payable	BRODART CO	387.02
NBAZ - Warrant Clearing Account	Check	1109516	10/05/22	Accounts Payable	DEVIN BROWN	300.00
NBAZ - Warrant Clearing Account	Check	1109517	10/05/22	Accounts Payable	BROWN'S PARTSMAN INC	905.97
NBAZ - Warrant Clearing Account	Check	1109518	10/05/22	Accounts Payable	BURNHAM MORTUARY	414.41
NBAZ - Warrant Clearing Account	Check	1109519	10/05/22	Accounts Payable	ALANA MARIE CASTILLO	300.00
NBAZ - Warrant Clearing Account	Check	1109520	10/05/22	Accounts Payable	MAYRA E CASTILLO	300.00
NBAZ - Warrant Clearing Account	Check	1109521	10/05/22	Accounts Payable	CATERPILLAR FINANCIAL SERVICES CORPORATION	58,579.17
NBAZ - Warrant Clearing Account	Check	1109522	10/05/22	Accounts Payable	CEDAR GROVE WATER CO	83.30
NBAZ - Warrant Clearing Account	Check	1109523	10/05/22	Accounts Payable	CELLULAR ONE NE AZ	1,637.72
NBAZ - Warrant Clearing Account	Check	1109524	10/05/22	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	100.56
NBAZ - Warrant Clearing Account	Check	1109525	10/05/22	Accounts Payable	CONTRACT PHARMACY SERVICES INC	4,829.06
NBAZ - Warrant Clearing Account	Check	1109526	10/05/22	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	1,041.61
NBAZ - Warrant Clearing Account	Check	1109527	10/05/22	Accounts Payable	ERIN LEA CURTIS	199.96
NBAZ - Warrant Clearing Account	Check	1109528	10/05/22	Accounts Payable	ROGER STUART CURTIS	724.42
NBAZ - Warrant Clearing Account	Check	1109529	10/05/22	Accounts Payable	TROY D CZARNYSZKA	165.00
NBAZ - Warrant Clearing Account	Check	1109530	10/05/22	Accounts Payable	RODGER DAHOZY	300.00
NBAZ - Warrant Clearing Account	Check	1109531	10/05/22	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	203.17
NBAZ - Warrant Clearing Account	Check	1109532	10/05/22	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	232.46
NBAZ - Warrant Clearing Account	Check	1109533	10/05/22	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	220.42
NBAZ - Warrant Clearing Account	Check	1109534	10/05/22	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	122.21
NBAZ - Warrant Clearing Account	Check	1109535	10/05/22	Accounts Payable	CECILIA DIAZ	300.00
NBAZ - Warrant Clearing Account	Check	1109536	10/05/22	Accounts Payable	DIRECTV LLC	89.98
NBAZ - Warrant Clearing Account	Check	1109537	10/05/22	Accounts Payable	E470 PUBLIC HIGHWAY AUTHORITY	4.60
NBAZ - Warrant Clearing Account	Check	1109538	10/05/22	Accounts Payable	PJ E EDWARDS-RAY	375.00
NBAZ - Warrant Clearing Account	Check	1109539	10/05/22	Accounts Payable	EMPIRE MACHINERY	1,183.48
NBAZ - Warrant Clearing Account	Check	1109540	10/05/22	Accounts Payable	BRITTANY LAUREN SAMANTHA FINCH	300.00
NBAZ - Warrant Clearing Account	Check	1109541	10/05/22	Accounts Payable	FRONTIER	24.79
NBAZ - Warrant Clearing Account	Check	1109542	10/05/22	Accounts Payable	FRONTIER	732.46
NBAZ - Warrant Clearing Account	Check	1109543	10/05/22	Accounts Payable	FRONTIER	58.85
NBAZ - Warrant Clearing Account	Check	1109544	10/05/22	Accounts Payable	FRONTIER	461.53
NBAZ - Warrant Clearing Account	Check	1109545	10/05/22	Accounts Payable	FRONTIER	4,757.61
NBAZ - Warrant Clearing Account	Check	1109546	10/05/22	Accounts Payable	FRONTIER	1,413.58
NBAZ - Warrant Clearing Account	Check	1109547	10/05/22	Accounts Payable	FRONTIER	83.17
NBAZ - Warrant Clearing Account	Check	1109548	10/05/22	Accounts Payable	FRONTIER	84.13
NBAZ - Warrant Clearing Account	Check	1109549	10/05/22	Accounts Payable	FUTURE TIRE	263.84

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1109550	10/05/22	Accounts Payable	GALL'S INC	336.73
NBAZ - Warrant Clearing Account	Check	1109551	10/05/22	Accounts Payable	GALLUP INDEPENDENT	2,762.16
NBAZ - Warrant Clearing Account	Check	1109552	10/05/22	Accounts Payable	GLAXO SMITHKLINE PHARMACY	5,335.20
NBAZ - Warrant Clearing Account	Check	1109553	10/05/22	Accounts Payable	GOLIGHTLY TIRE	5,273.39
NBAZ - Warrant Clearing Account	Check	1109554	10/05/22	Accounts Payable	BARBARA J GOMEZ	300.00
NBAZ - Warrant Clearing Account	Check	1109555	10/05/22	Accounts Payable	DARYL GREER	367.00
NBAZ - Warrant Clearing Account	Check	1109556	10/05/22	Accounts Payable	MARSHA ANN GREGORY	300.00
NBAZ - Warrant Clearing Account	Check	1109557	10/05/22	Accounts Payable	BUTCH GUNNELS	168.76
NBAZ - Warrant Clearing Account	Check	1109558	10/05/22	Accounts Payable	HATCH CONSTRUCTION	4,517.00
NBAZ - Warrant Clearing Account	Check	1109559	10/05/22	Accounts Payable	KLINT HEAP	1,450.07
NBAZ - Warrant Clearing Account	Check	1109560	10/05/22	Accounts Payable	DANIEL LLOYD HEINEMAN	400.00
NBAZ - Warrant Clearing Account	Check	1109561	10/05/22	Accounts Payable	MEGAN L HILL	300.00
NBAZ - Warrant Clearing Account	Check	1109562	10/05/22	Accounts Payable	HILL AZ GROCERY STORE	637.44
NBAZ - Warrant Clearing Account	Check	1109563	10/05/22	Accounts Payable	TIMOTHY HINTON	300.00
NBAZ - Warrant Clearing Account	Check	1109564	10/05/22	Accounts Payable	HOME DEPOT	2,914.61
NBAZ - Warrant Clearing Account	Check	1109565	10/05/22	Accounts Payable	ANNELL R HOUNSHELL	300.00
NBAZ - Warrant Clearing Account	Check	1109566	10/05/22	Accounts Payable	BRIAN HOUNSHELL	300.00
NBAZ - Warrant Clearing Account	Check	1109567	10/05/22	Accounts Payable	JOHN (JACK) INGRAM	635.75
NBAZ - Warrant Clearing Account	Check	1109568	10/05/22	Accounts Payable	INGRAM LIBRARY SERVICES	1,938.01
NBAZ - Warrant Clearing Account	Check	1109569	10/05/22	Accounts Payable	JCG TECHNOLOGIES INC	2,100.00
NBAZ - Warrant Clearing Account	Check	1109570	10/05/22	Accounts Payable	TYRON JENSEN	300.00
NBAZ - Warrant Clearing Account	Check	1109571	10/05/22	Accounts Payable	DENNISE L JONES	300.00
NBAZ - Warrant Clearing Account	Check	1109572	10/05/22	Accounts Payable	KARPEL COMPUTER SYSTEMS INC	2,182.00
NBAZ - Warrant Clearing Account	Check	1109573	10/05/22	Accounts Payable	DAVID LAMM	300.00
NBAZ - Warrant Clearing Account	Check	1109574	10/05/22	Accounts Payable	LANGUAGE LINE SERVICES INC	157.25
NBAZ - Warrant Clearing Account	Check	1109575	10/05/22	Accounts Payable	LAW ENFORCEMENT RISK MANAGEMENT GROUP, INC	150.00
NBAZ - Warrant Clearing Account	Check	1109576	10/05/22	Accounts Payable	LB SEPTIC SERVICE	445.20
NBAZ - Warrant Clearing Account	Check	1109577	10/05/22	Accounts Payable	JAYMIE LYNNE LEWIS-SMITH	22.87
NBAZ - Warrant Clearing Account	Check	1109578	10/05/22	Accounts Payable	LINGO	184.97
NBAZ - Warrant Clearing Account	Check	1109579	10/05/22	Accounts Payable	LOWES HOME CENTERS INC	493.41
NBAZ - Warrant Clearing Account	Check	1109580	10/05/22	Accounts Payable	DEENA CHRISTINE MATTICE	300.00
NBAZ - Warrant Clearing Account	Check	1109581	10/05/22	Accounts Payable	STEPHANIE MCCARTHY	300.00
NBAZ - Warrant Clearing Account	Check	1109582	10/05/22	Accounts Payable	MELISSA MEEKS	165.00
NBAZ - Warrant Clearing Account	Check	1109583	10/05/22	Accounts Payable	JASON WAYNE MOORE	300.00
NBAZ - Warrant Clearing Account	Check	1109584	10/05/22	Accounts Payable	REITA MOORE	300.00
NBAZ - Warrant Clearing Account	Check	1109585	10/05/22	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	10,959.80
NBAZ - Warrant Clearing Account	Check	1109586	10/05/22	Accounts Payable	NAPA	249.64
NBAZ - Warrant Clearing Account	Check	1109587	10/05/22	Accounts Payable	NAVAJO NATION WATER CODE ADMIN	56.80

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1109588	10/05/22	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	73.14
NBAZ - Warrant Clearing Account	Check	1109589	10/05/22	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	2,237.69
NBAZ - Warrant Clearing Account	Check	1109590	10/05/22	Accounts Payable	NAVAJO WESTERNERS	109.03
NBAZ - Warrant Clearing Account	Check	1109591	10/05/22	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	1,082.10
NBAZ - Warrant Clearing Account	Check	1109592	10/05/22	Accounts Payable	FLORA NEZ	300.00
NBAZ - Warrant Clearing Account	Check	1109593	10/05/22	Accounts Payable	NORTHEAST ARIZONA TRAINING CENTER INC	1,250.00
NBAZ - Warrant Clearing Account	Check	1109594	10/05/22	Accounts Payable	ANTONY C NOTAH	1,659.39
NBAZ - Warrant Clearing Account	Check	1109595	10/05/22	Accounts Payable	NTUA WIRELESS, LLC	5,220.02
NBAZ - Warrant Clearing Account	Check	1109596	10/05/22	Accounts Payable	OFFICE DEPOT	112.72
NBAZ - Warrant Clearing Account	Check	1109597	10/05/22	Accounts Payable	TOBIE KLIESSEN OVERSON	300.00
NBAZ - Warrant Clearing Account	Check	1109598	10/05/22	Accounts Payable	BRIAN K PARRACK (HIGH COUNTRY AWARDS)	87.43
NBAZ - Warrant Clearing Account	Check	1109599	10/05/22	Accounts Payable	DOUGLAS LANCE PEARCE	1,055.69
NBAZ - Warrant Clearing Account	Check	1109600	10/05/22	Accounts Payable	PERFECT PRINTZ LLC	121.00
NBAZ - Warrant Clearing Account	Check	1109601	10/05/22	Accounts Payable	RANDOLPH PLATT DDS	471.00
NBAZ - Warrant Clearing Account	Check	1109602	10/05/22	Accounts Payable	POWERSCREEN WESTERN LLC	97,824.20
NBAZ - Warrant Clearing Account	Check	1109603	10/05/22	Accounts Payable	LEONARDO DANIEL PRIETO	233.65
NBAZ - Warrant Clearing Account	Check	1109604	10/05/22	Accounts Payable	QUALITY CARQUEST	604.34
NBAZ - Warrant Clearing Account	Check	1109605	10/05/22	Accounts Payable	QUILL CORP	1,061.01
NBAZ - Warrant Clearing Account	Check	1109606	10/05/22	Accounts Payable	KODY RICHARDSON	300.00
NBAZ - Warrant Clearing Account	Check	1109607	10/05/22	Accounts Payable	CELESTE ROBERTSON	808.96
NBAZ - Warrant Clearing Account	Check	1109608	10/05/22	Accounts Payable	ROCKY MOUNTAIN INFORMATION NETWORK INC	50.00
NBAZ - Warrant Clearing Account	Check	1109609	10/05/22	Accounts Payable	SCOTT J ROGERS	618.75
NBAZ - Warrant Clearing Account	Check	1109610	10/05/22	Accounts Payable	FRANCESCA ROMERO	906.95
NBAZ - Warrant Clearing Account	Check	1109611	10/05/22	Accounts Payable	ALEXANDRA NICOLA A RUPP	300.00
NBAZ - Warrant Clearing Account	Check	1109612	10/05/22	Accounts Payable	SAFEWAY INC	160.57
NBAZ - Warrant Clearing Account	Check	1109613	10/05/22	Accounts Payable	SECURUS TECHNOLOGIES INC	1,709.84
NBAZ - Warrant Clearing Account	Check	1109614	10/05/22	Accounts Payable	ANALEASE SEGOVIA	300.00
NBAZ - Warrant Clearing Account	Check	1109615	10/05/22	Accounts Payable	SEM APPLICATIONS INC	96.00
NBAZ - Warrant Clearing Account	Check	1109616	10/05/22	Accounts Payable	DARREN SHUMWAY	350.00
NBAZ - Warrant Clearing Account	Check	1109617	10/05/22	Accounts Payable	ERIN KRISTINE SMITH	300.00
NBAZ - Warrant Clearing Account	Check	1109618	10/05/22	Accounts Payable	SPARKLETTS WATER	46.44
NBAZ - Warrant Clearing Account	Check	1109619	10/05/22	Accounts Payable	ST JOHNS EMERGENCY SERVICES	2,030.02
NBAZ - Warrant Clearing Account	Check	1109620	10/05/22	Accounts Payable	STANLEY SECURITY SOLUTIONS INC	312.74
NBAZ - Warrant Clearing Account	Check	1109621	10/05/22	Accounts Payable	SUMMIT FUNERAL HOME	450.00
NBAZ - Warrant Clearing Account	Check	1109622	10/05/22	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	115.88
NBAZ - Warrant Clearing Account	Check	1109623	10/05/22	Accounts Payable	TEN COW COMPANY INC	2,558.73
NBAZ - Warrant Clearing Account	Check	1109624	10/05/22	Accounts Payable	THE AARONS COMPANY LLC	3,000.00
NBAZ - Warrant Clearing Account	Check	1109625	10/05/22	Accounts Payable	THE EMBLEM AUTHORITY	1,177.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1109626	10/05/22	Accounts Payable	THE POUR STATION	78.06
NBAZ - Warrant Clearing Account	Check	1109627	10/05/22	Accounts Payable	JESSE THOMAS	300.00
NBAZ - Warrant Clearing Account	Check	1109628	10/05/22	Accounts Payable	JARROD ARVISO TOACHEENIE	206.00
NBAZ - Warrant Clearing Account	Check	1109629	10/05/22	Accounts Payable	TREAD MASTERS TIRE & LUBE	435.75
NBAZ - Warrant Clearing Account	Check	1109630	10/05/22	Accounts Payable	TRINITY SERVICES GROUP INC	17,735.20
NBAZ - Warrant Clearing Account	Check	1109631	10/05/22	Accounts Payable	TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY	565.88
NBAZ - Warrant Clearing Account	Check	1109632	10/05/22	Accounts Payable	CRAIG TSOSIE	300.00
NBAZ - Warrant Clearing Account	Check	1109633	10/05/22	Accounts Payable	UNIFIRST CORPORATION	134.16
NBAZ - Warrant Clearing Account	Check	1109634	10/05/22	Accounts Payable	VALLEY AUTO PARTS	2,591.12
NBAZ - Warrant Clearing Account	Check	1109635	10/05/22	Accounts Payable	HEATHER VAN DER NOORD	300.00
NBAZ - Warrant Clearing Account	Check	1109636	10/05/22	Accounts Payable	RITA VAUGHAN	300.00
NBAZ - Warrant Clearing Account	Check	1109637	10/05/22	Accounts Payable	VERBATIM REPORTING & TRANSCRIPTION LLC	260.70
NBAZ - Warrant Clearing Account	Check	1109638	10/05/22	Accounts Payable	VERIZON WIRELESS	1,152.13
NBAZ - Warrant Clearing Account	Check	1109639	10/05/22	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	139.46
NBAZ - Warrant Clearing Account	Check	1109640	10/05/22	Accounts Payable	DELANA WAITE	300.00
NBAZ - Warrant Clearing Account	Check	1109641	10/05/22	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	125.00
NBAZ - Warrant Clearing Account	Check	1109642	10/05/22	Accounts Payable	WHITE MOUNTAIN RADIOLOGY	22.48
NBAZ - Warrant Clearing Account	Check	1109643	10/05/22	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	138.50
NBAZ - Warrant Clearing Account	Check	1109644	10/05/22	Accounts Payable	JOYCLYNN WHITING	300.00
NBAZ - Warrant Clearing Account	Check	1109645	10/05/22	Accounts Payable	MICHAEL B WHITING	2,659.76
NBAZ - Warrant Clearing Account	Check	1109646	10/05/22	Accounts Payable	ANTONIA WOOD	102.13
NBAZ - Warrant Clearing Account	Check	1109647	10/05/22	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	335.92
NBAZ - Warrant Clearing Account	Check	1109648	10/05/22	Accounts Payable	WRIGHT EXPRESS FSC WEX	3,254.46
NBAZ - Warrant Clearing Account	Check	1109649	10/05/22	Accounts Payable	YAVAPAI COUNTY GOVERNMENT	15,500.00
NBAZ - Warrant Clearing Account	Check	1109650	10/05/22	Accounts Payable	LEILANI MICHELLE YAZZIE	12.94
NBAZ - Warrant Clearing Account	Check	1109651	10/05/22	Accounts Payable	YAZZIE'S AUTO PARTS INC	2,684.97
NBAZ - Warrant Clearing Account	Check	1109652	10/05/22	Accounts Payable	IVAN D ZHELEV	947.93
NBAZ - Warrant Clearing Account	Check	1109653	10/06/22	Accounts Payable	BIG TEX TRAILER WORLD INC	17,234.90
NBAZ - Warrant Clearing Account	Check	1109654	10/06/22	Accounts Payable	MAYRA E CASTILLO	300.00
NBAZ - Warrant Clearing Account	Check	1109655	10/06/22	Accounts Payable	NATIONAL BANK	21,499.35
NBAZ - Warrant Clearing Account	Check	1109656	10/06/22	Accounts Payable	NATIONAL BANK OF ARIZONA 1389	2,420.35
NBAZ - Warrant Clearing Account	Check	1109657	10/06/22	Accounts Payable	NATIONAL BANK OF ARIZONA 0285	3,337.22
NBAZ - Warrant Clearing Account	Check	1109681	10/11/22	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	323.20
NBAZ - Warrant Clearing Account	Check	1109682	10/11/22	Accounts Payable	APACHE COUNTY FSA	654.73
NBAZ - Warrant Clearing Account	Check	1109683	10/11/22	Accounts Payable	APACHE COUNTY HSA	5,043.57
NBAZ - Warrant Clearing Account	Check	1109684	10/11/22	Accounts Payable	APACHE COUNTY MEDICAL	175,972.28
NBAZ - Warrant Clearing Account	Check	1109685	10/11/22	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	171,961.06
NBAZ - Warrant Clearing Account	Check	1109686	10/11/22	Accounts Payable	APACHE COUNTY TREASURER	35.00

Bank/Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1109687	10/11/22	Accounts Payable	ASRS LEGACY EORP	9,813.79
NBAZ - Warrant Clearing Account	Check	1109688	10/11/22	Accounts Payable	AZ STATE RETIREMENT SYSTEM	132,250.64
NBAZ - Warrant Clearing Account	Check	1109689	10/11/22	Accounts Payable	CINNATI LIFE INS CO	28.00
NBAZ - Warrant Clearing Account	Check	1109690	10/11/22	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,308.30
NBAZ - Warrant Clearing Account	Check	1109691	10/11/22	Accounts Payable	CORP AOC DISABILITY	30.98
NBAZ - Warrant Clearing Account	Check	1109692	10/11/22	Accounts Payable	CORP DISABILITY	179.42
NBAZ - Warrant Clearing Account	Check	1109693	10/11/22	Accounts Payable	CORRECTIONS OFFICER RET PLAN	12,001.74
NBAZ - Warrant Clearing Account	Check	1109694	10/11/22	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	1,471.83
NBAZ - Warrant Clearing Account	Check	1109695	10/11/22	Accounts Payable	EODCRS DISABILITY	8.10
NBAZ - Warrant Clearing Account	Check	1109696	10/11/22	Accounts Payable	EORP LEGACY	1,580.77
NBAZ - Warrant Clearing Account	Check	1109697	10/11/22	Accounts Payable	GURSTEL LAW FIRM PC	181.65
NBAZ - Warrant Clearing Account	Check	1109698	10/11/22	Accounts Payable	NATIONWIDE	3,118.82
NBAZ - Warrant Clearing Account	Check	1109699	10/11/22	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	343.54
NBAZ - Warrant Clearing Account	Check	1109700	10/11/22	Accounts Payable	NATIONWIDE TRUST FSB	2,484.11
NBAZ - Warrant Clearing Account	Check	1109701	10/11/22	Accounts Payable	NEW MEXICO HUMAN SERVICES DEPT	162.00
NBAZ - Warrant Clearing Account	Check	1109702	10/11/22	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	16,351.45
NBAZ - Warrant Clearing Account	Check	1109703	10/11/22	Accounts Payable	PUBLIC SAFETY SHERIFF RET	9,360.66
NBAZ - Warrant Clearing Account	Check	1109704	10/11/22	Accounts Payable	RIO PUERCO ACRES	495.00
NBAZ - Warrant Clearing Account	Check	1109705	10/11/22	Accounts Payable	SECURITY BENEFIT GROUP	340.00
NBAZ - Warrant Clearing Account	Check	1109706	10/11/22	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,125.00
NBAZ - Warrant Clearing Account	Check	1109707	10/12/22	Accounts Payable	ADHS AZ HEALTH CARE COST	22,400.00
NBAZ - Warrant Clearing Account	Check	1109708	10/12/22	Accounts Payable	ADVANCED CORRECTIONAL HEALTHCARE INC	42,160.68
NBAZ - Warrant Clearing Account	Check	1109709	10/12/22	Accounts Payable	ALL COPY PRODUCTS	121.61
NBAZ - Warrant Clearing Account	Check	1109710	10/12/22	Accounts Payable	ALLEGRA	265.22
NBAZ - Warrant Clearing Account	Check	1109711	10/12/22	Accounts Payable	ALSCO INC	568.98
NBAZ - Warrant Clearing Account	Check	1109712	10/12/22	Accounts Payable	AMAZON CAPITAL SERVICES INC	6,431.74
NBAZ - Warrant Clearing Account	Check	1109713	10/12/22	Accounts Payable	AMIGO CHEVROLET	81.22
NBAZ - Warrant Clearing Account	Check	1109714	10/12/22	Accounts Payable	APACHE COUNTY	346.46
NBAZ - Warrant Clearing Account	Check	1109715	10/12/22	Accounts Payable	TAMARA WILHELM APPLGATE	51.96
NBAZ - Warrant Clearing Account	Check	1109716	10/12/22	Accounts Payable	ARIZONA MOTORS SNOWFLAKE	223.84
NBAZ - Warrant Clearing Account	Check	1109717	10/12/22	Accounts Payable	ASHTONS REPAIR INC	382.14
NBAZ - Warrant Clearing Account	Check	1109718	10/12/22	Accounts Payable	AT&T MOBILITY	132.51
NBAZ - Warrant Clearing Account	Check	1109719	10/12/22	Accounts Payable	AXON ENTERPRISE INC	68,546.24
NBAZ - Warrant Clearing Account	Check	1109720	10/12/22	Accounts Payable	AZ DEPT OF HEALTH SERVICES	480.73
NBAZ - Warrant Clearing Account	Check	1109721	10/12/22	Accounts Payable	AZ DEPT OF RISK MANAGEMENT	2,288.85
NBAZ - Warrant Clearing Account	Check	1109722	10/12/22	Accounts Payable	AZ DEPT OF TRANSPORTATION	400.00
NBAZ - Warrant Clearing Account	Check	1109723	10/12/22	Accounts Payable	B&R TRUCKING	8,056.41
NBAZ - Warrant Clearing Account	Check	1109724	10/12/22	Accounts Payable	BASHAS' CORPORATE OFFICE	58.44

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1109725	10/12/22	Accounts Payable	BAUMAN HOME AND AUTO INC	515.04
NBAZ - Warrant Clearing Account	Check	1109726	10/12/22	Accounts Payable	BEST WESTERN - CANYON DECHELLY MOTEL INC	263.28
NBAZ - Warrant Clearing Account	Check	1109727	10/12/22	Accounts Payable	BEST WESTERN SNOWFLAKE INN	538.55
NBAZ - Warrant Clearing Account	Check	1109728	10/12/22	Accounts Payable	BLUE HILLS ENVIRONMENTAL	542.00
NBAZ - Warrant Clearing Account	Check	1109729	10/12/22	Accounts Payable	BOOT BARN	200.00
NBAZ - Warrant Clearing Account	Check	1109730	10/12/22	Accounts Payable	BRAD HALL & ASSOCIATES INC	30,621.88
NBAZ - Warrant Clearing Account	Check	1109731	10/12/22	Accounts Payable	BREWER LAW OFFICE PLLC	8,500.00
NBAZ - Warrant Clearing Account	Check	1109732	10/12/22	Accounts Payable	BROWN'S PARTSMASER INC	290.22
NBAZ - Warrant Clearing Account	Check	1109733	10/12/22	Accounts Payable	BURNHAM MORTUARY	1,000.00
NBAZ - Warrant Clearing Account	Check	1109734	10/12/22	Accounts Payable	BURNHAM MORTUARY	1,000.00
NBAZ - Warrant Clearing Account	Check	1109735	10/12/22	Accounts Payable	CENTRAL ARIZONA SUPPLY	121.35
NBAZ - Warrant Clearing Account	Check	1109736	10/12/22	Accounts Payable	CHALMERS FORD INC	5,705.38
NBAZ - Warrant Clearing Account	Check	1109737	10/12/22	Accounts Payable	CLERK OF THE SUPERIOR COURT PETTY CASH	1,912.50
NBAZ - Warrant Clearing Account	Check	1109738	10/12/22	Accounts Payable	John Lucas COMMUNITY BROADBAND ADVOCATES LLC	7,718.25
NBAZ - Warrant Clearing Account	Check	1109739	10/12/22	Accounts Payable	CORDANT HEALTH SOLUTIONS	168.40
NBAZ - Warrant Clearing Account	Check	1109740	10/12/22	Accounts Payable	CORRECTCARE INTEGRATED HEALTH INC	96.00
NBAZ - Warrant Clearing Account	Check	1109741	10/12/22	Accounts Payable	NICOLE CURLEY	99.77
NBAZ - Warrant Clearing Account	Check	1109742	10/12/22	Accounts Payable	JOSHUA T CURTIS	58.00
NBAZ - Warrant Clearing Account	Check	1109743	10/12/22	Accounts Payable	DANA KEPNER CO	228.25
NBAZ - Warrant Clearing Account	Check	1109744	10/12/22	Accounts Payable	DAY CUSTOMS AUTOMOTIVE	104.91
NBAZ - Warrant Clearing Account	Check	1109745	10/12/22	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	274.64
NBAZ - Warrant Clearing Account	Check	1109746	10/12/22	Accounts Payable	JOSEPH DEDMAN JR	187.00
NBAZ - Warrant Clearing Account	Check	1109747	10/12/22	Accounts Payable	DEMCO	151.39
NBAZ - Warrant Clearing Account	Check	1109748	10/12/22	Accounts Payable	DESERT MOUNTAIN CORPORATION	15,704.70
NBAZ - Warrant Clearing Account	Check	1109749	10/12/22	Accounts Payable	DISH NETWORK	98.53
NBAZ - Warrant Clearing Account	Check	1109750	10/12/22	Accounts Payable	DISH NETWORK	138.93
NBAZ - Warrant Clearing Account	Check	1109751	10/12/22	Accounts Payable	CAREY D DOBSON	52.30
NBAZ - Warrant Clearing Account	Check	1109752	10/12/22	Accounts Payable	ELECTION SYSTEMS AND SOFTWARE	6,392.21
NBAZ - Warrant Clearing Account	Check	1109753	10/12/22	Accounts Payable	EM HALE LAW	32.00
NBAZ - Warrant Clearing Account	Check	1109754	10/12/22	Accounts Payable	EMPIRE MACHINERY	15,071.94
NBAZ - Warrant Clearing Account	Check	1109755	10/12/22	Accounts Payable	FERRELLGAS	55.09
NBAZ - Warrant Clearing Account	Check	1109756	10/12/22	Accounts Payable	FILEONQ INC	4,138.40
NBAZ - Warrant Clearing Account	Check	1109757	10/12/22	Accounts Payable	ROBERT L FITE	73.12
NBAZ - Warrant Clearing Account	Check	1109758	10/12/22	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	73.57
NBAZ - Warrant Clearing Account	Check	1109759	10/12/22	Accounts Payable	JOHN L FREEMAN JR	58.26
NBAZ - Warrant Clearing Account	Check	1109760	10/12/22	Accounts Payable	FRONTIER	208.43
NBAZ - Warrant Clearing Account	Check	1109761	10/12/22	Accounts Payable	FRONTIER	127.01
NBAZ - Warrant Clearing Account	Check	1109762	10/12/22	Accounts Payable	FRONTIER	190.91

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1109763	10/12/22	Accounts Payable	FRONTIER	183.67
NBAZ - Warrant Clearing Account	Check	1109764	10/12/22	Accounts Payable	FRONTIER	182.40
NBAZ - Warrant Clearing Account	Check	1109765	10/12/22	Accounts Payable	FRONTIER	140.44
NBAZ - Warrant Clearing Account	Check	1109766	10/12/22	Accounts Payable	FRONTIER	191.97
NBAZ - Warrant Clearing Account	Check	1109767	10/12/22	Accounts Payable	FRONTIER	198.32
NBAZ - Warrant Clearing Account	Check	1109768	10/12/22	Accounts Payable	FRONTIER	227.05
NBAZ - Warrant Clearing Account	Check	1109769	10/12/22	Accounts Payable	FRONTIER	291.85
NBAZ - Warrant Clearing Account	Check	1109770	10/12/22	Accounts Payable	FRONTIER	220.22
NBAZ - Warrant Clearing Account	Check	1109771	10/12/22	Accounts Payable	FRONTIER	185.76
NBAZ - Warrant Clearing Account	Check	1109772	10/12/22	Accounts Payable	FRONTIER	121.69
NBAZ - Warrant Clearing Account	Check	1109773	10/12/22	Accounts Payable	FRONTIER	185.59
NBAZ - Warrant Clearing Account	Check	1109774	10/12/22	Accounts Payable	FRONTIER	178.63
NBAZ - Warrant Clearing Account	Check	1109775	10/12/22	Accounts Payable	FRONTIER	135.12
NBAZ - Warrant Clearing Account	Check	1109776	10/12/22	Accounts Payable	FRONTIER	180.04
NBAZ - Warrant Clearing Account	Check	1109777	10/12/22	Accounts Payable	FRONTIER	179.31
NBAZ - Warrant Clearing Account	Check	1109778	10/12/22	Accounts Payable	FRONTIER	808.52
NBAZ - Warrant Clearing Account	Check	1109779	10/12/22	Accounts Payable	FRONTIER	90.12
NBAZ - Warrant Clearing Account	Check	1109780	10/12/22	Accounts Payable	FRONTIER	110.18
NBAZ - Warrant Clearing Account	Check	1109781	10/12/22	Accounts Payable	FRONTIER	58.00
NBAZ - Warrant Clearing Account	Check	1109782	10/12/22	Accounts Payable	GALL'S INC	991.90
NBAZ - Warrant Clearing Account	Check	1109783	10/12/22	Accounts Payable	SAMUEL TODD GARDNER	977.10
NBAZ - Warrant Clearing Account	Check	1109784	10/12/22	Accounts Payable	GRAINGER	678.68
NBAZ - Warrant Clearing Account	Check	1109785	10/12/22	Accounts Payable	DARYL GREER	356.26
NBAZ - Warrant Clearing Account	Check	1109786	10/12/22	Accounts Payable	HAMBLIN LAW OFFICE PLC	8,500.00
NBAZ - Warrant Clearing Account	Check	1109787	10/12/22	Accounts Payable	HEALTH EQUITY INC	175.00
NBAZ - Warrant Clearing Account	Check	1109788	10/12/22	Accounts Payable	ROSCOE GEORGE HERRERA	306.00
NBAZ - Warrant Clearing Account	Check	1109789	10/12/22	Accounts Payable	ROBERT JAMES HIGGINS	2,106.73
NBAZ - Warrant Clearing Account	Check	1109790	10/12/22	Accounts Payable	HILL AZ GROCERY STORE	35.96
NBAZ - Warrant Clearing Account	Check	1109791	10/12/22	Accounts Payable	HILLYARD/FLAGSTAFF	586.39
NBAZ - Warrant Clearing Account	Check	1109792	10/12/22	Accounts Payable	HOME DEPOT	1,501.52
NBAZ - Warrant Clearing Account	Check	1109793	10/12/22	Accounts Payable	HUGHES SUPPLY INC (LAKESIDE)	1,034.14
NBAZ - Warrant Clearing Account	Check	1109794	10/12/22	Accounts Payable	TYRON JENSEN	402.89
NBAZ - Warrant Clearing Account	Check	1109795	10/12/22	Accounts Payable	JOHNSON CONTROLS SECURITY SOLUTIONS LLC	418.07
NBAZ - Warrant Clearing Account	Check	1109796	10/12/22	Accounts Payable	KAYENTA MONUMENT VALLEY INN	116.28
NBAZ - Warrant Clearing Account	Check	1109797	10/12/22	Accounts Payable	KTNN RADIO STATION	397.50
NBAZ - Warrant Clearing Account	Check	1109798	10/12/22	Accounts Payable	LABORATORY CORP OF AMERICA	1,742.50
NBAZ - Warrant Clearing Account	Check	1109799	10/12/22	Accounts Payable	LANGUAGE LINE SERVICES INC	53.57
NBAZ - Warrant Clearing Account	Check	1109800	10/12/22	Accounts Payable	LAW ENFORCEMENT RISK MANAGEMENT GROUP, INC	300.00

Bank/Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1109801	10/12/22	Accounts Payable	LAW OFFICE OF MICHAEL S PENROD PLC	7,440.00
NBAZ - Warrant Clearing Account	Check	1109802	10/12/22	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	85.34
NBAZ - Warrant Clearing Account	Check	1109803	10/12/22	Accounts Payable	JAYMIE LYNNE LEWIS-SMITH	150.00
NBAZ - Warrant Clearing Account	Check	1109804	10/12/22	Accounts Payable	LEXIPOL LLC	11,265.99
NBAZ - Warrant Clearing Account	Check	1109805	10/12/22	Accounts Payable	LIVCO WATER & SEWER COMPANY	27.36
NBAZ - Warrant Clearing Account	Check	1109806	10/12/22	Accounts Payable	MELISSA MEEKS	320.06
NBAZ - Warrant Clearing Account	Check	1109807	10/12/22	Accounts Payable	OSCAR R MIRANDA	70.38
NBAZ - Warrant Clearing Account	Check	1109808	10/12/22	Accounts Payable	REITA MOORE	148.13
NBAZ - Warrant Clearing Account	Check	1109809	10/12/22	Accounts Payable	NAPA	949.03
NBAZ - Warrant Clearing Account	Check	1109810	10/12/22	Accounts Payable	NAVAJO COUNTY FAMILY ADVOCACY CENTER	225.00
NBAZ - Warrant Clearing Account	Check	1109811	10/12/22	Accounts Payable	NAVAJO TRACTOR SALES INC	70.58
NBAZ - Warrant Clearing Account	Check	1109812	10/12/22	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	475.12
NBAZ - Warrant Clearing Account	Check	1109813	10/12/22	Accounts Payable	NAVAPACHE ELECTRIC COOPERATIVE	7,242.78
NBAZ - Warrant Clearing Account	Check	1109814	10/12/22	Accounts Payable	TEDDY MILES NEWMAN	150.00
NBAZ - Warrant Clearing Account	Check	1109815	10/12/22	Accounts Payable	KEIRSTEN NIELSEN	150.00
NBAZ - Warrant Clearing Account	Check	1109816	10/12/22	Accounts Payable	NORTHLAND PIONEER COLLEGE	1,194.00
NBAZ - Warrant Clearing Account	Check	1109817	10/12/22	Accounts Payable	ANTONY C NOTAH	133.00
NBAZ - Warrant Clearing Account	Check	1109818	10/12/22	Accounts Payable	O'REILLY AUTO PARTS	883.08
NBAZ - Warrant Clearing Account	Check	1109819	10/12/22	Accounts Payable	OVERDRIVE INC	6,500.00
NBAZ - Warrant Clearing Account	Check	1109820	10/12/22	Accounts Payable	DANA BRYCE PATTERSON	8,500.00
NBAZ - Warrant Clearing Account	Check	1109821	10/12/22	Accounts Payable	DENNIELLE PATTERSON	150.00
NBAZ - Warrant Clearing Account	Check	1109822	10/12/22	Accounts Payable	RYAN N PATTERSON	399.75
NBAZ - Warrant Clearing Account	Check	1109823	10/12/22	Accounts Payable	RYAN N PATTERSON	50.17
NBAZ - Warrant Clearing Account	Check	1109824	10/12/22	Accounts Payable	DOUGLAS LANCE PEARCE	159.71
NBAZ - Warrant Clearing Account	Check	1109825	10/12/22	Accounts Payable	GUY KEITH PHELPS	22.20
NBAZ - Warrant Clearing Account	Check	1109826	10/12/22	Accounts Payable	PITNEY BOWES	197.00
NBAZ - Warrant Clearing Account	Check	1109827	10/12/22	Accounts Payable	LEONARDO DANIEL PRIETO	90.00
NBAZ - Warrant Clearing Account	Check	1109828	10/12/22	Accounts Payable	PSYCHOLOGICAL AND CONSULTING SERVICES	3,000.00
NBAZ - Warrant Clearing Account	Check	1109829	10/12/22	Accounts Payable	QUILL CORP	3,121.73
NBAZ - Warrant Clearing Account	Check	1109830	10/12/22	Accounts Payable	R JOHN R JOHN LEE ATTORNEY AT LAW	8,500.00
NBAZ - Warrant Clearing Account	Check	1109831	10/12/22	Accounts Payable	ANTHONY RAYBURN	300.00
NBAZ - Warrant Clearing Account	Check	1109832	10/12/22	Accounts Payable	RELIABLE BACKGROUND SCREENING	606.45
NBAZ - Warrant Clearing Account	Check	1109833	10/12/22	Accounts Payable	REST UR RUMP	137.31
NBAZ - Warrant Clearing Account	Check	1109834	10/12/22	Accounts Payable	RHINEHART OIL CO	13,191.82
NBAZ - Warrant Clearing Account	Check	1109835	10/12/22	Accounts Payable	RIGG LAW FIRM PLLC	4,684.00
NBAZ - Warrant Clearing Account	Check	1109836	10/12/22	Accounts Payable	ANGELA C ROMERO	300.00
NBAZ - Warrant Clearing Account	Check	1109837	10/12/22	Accounts Payable	RUSH TRUCK CENTER	861.46
NBAZ - Warrant Clearing Account	Check	1109838	10/12/22	Accounts Payable	RV STRIPES & GRAPHICS, INC.	874.71

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1109839	10/12/22	Accounts Payable	SAFELITE AUTO GLASS	942.82
NBAZ - Warrant Clearing Account	Check	1109840	10/12/22	Accounts Payable	PATRICK J SANDOVAL	350.00
NBAZ - Warrant Clearing Account	Check	1109841	10/12/22	Accounts Payable	SECURUS TECHNOLOGIES INC	2,541.22
NBAZ - Warrant Clearing Account	Check	1109842	10/12/22	Accounts Payable	JEFF SODERQUIST	90.00
NBAZ - Warrant Clearing Account	Check	1109843	10/12/22	Accounts Payable	SOUTHERN TIRE MART LLC	9,480.33
NBAZ - Warrant Clearing Account	Check	1109844	10/12/22	Accounts Payable	SPARKLETTS WATER	192.32
NBAZ - Warrant Clearing Account	Check	1109845	10/12/22	Accounts Payable	ST JOHNS CITY	746.67
NBAZ - Warrant Clearing Account	Check	1109846	10/12/22	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	82.71
NBAZ - Warrant Clearing Account	Check	1109847	10/12/22	Accounts Payable	STANTEC CONSULTING SERVICES	9,210.15
NBAZ - Warrant Clearing Account	Check	1109848	10/12/22	Accounts Payable	SUEAN STRADLING-COLLINS	150.00
NBAZ - Warrant Clearing Account	Check	1109849	10/12/22	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	745.51
NBAZ - Warrant Clearing Account	Check	1109850	10/12/22	Accounts Payable	THE LIBRARY STORE INC	731.30
NBAZ - Warrant Clearing Account	Check	1109851	10/12/22	Accounts Payable	THE POUR STATION	60.72
NBAZ - Warrant Clearing Account	Check	1109852	10/12/22	Accounts Payable	THOMSON REUTERS WEST	1,193.56
NBAZ - Warrant Clearing Account	Check	1109853	10/12/22	Accounts Payable	JARROD ARVISO TOADECHEENIE	14.00
NBAZ - Warrant Clearing Account	Check	1109854	10/12/22	Accounts Payable	JARROD ARVISO TOADECHEENIE	14.00
NBAZ - Warrant Clearing Account	Check	1109855	10/12/22	Accounts Payable	JARROD ARVISO TOADECHEENIE	14.00
NBAZ - Warrant Clearing Account	Check	1109856	10/12/22	Accounts Payable	JARROD ARVISO TOADECHEENIE	14.00
NBAZ - Warrant Clearing Account	Check	1109857	10/12/22	Accounts Payable	JARROD ARVISO TOADECHEENIE	220.00
NBAZ - Warrant Clearing Account	Check	1109858	10/12/22	Accounts Payable	JARROD ARVISO TOADECHEENIE	281.26
NBAZ - Warrant Clearing Account	Check	1109859	10/12/22	Accounts Payable	TOWN OF EAGAR	81.83
NBAZ - Warrant Clearing Account	Check	1109860	10/12/22	Accounts Payable	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	134.10
NBAZ - Warrant Clearing Account	Check	1109861	10/12/22	Accounts Payable	TREAD MASTERS TIRE & LUBE	37.50
NBAZ - Warrant Clearing Account	Check	1109862	10/12/22	Accounts Payable	W JEFFORY UDALL	87.88
NBAZ - Warrant Clearing Account	Check	1109863	10/12/22	Accounts Payable	UNIFIRST CORPORATION	140.00
NBAZ - Warrant Clearing Account	Check	1109864	10/12/22	Accounts Payable	US POSTMASTER	4,918.66
NBAZ - Warrant Clearing Account	Check	1109865	10/12/22	Accounts Payable	US POSTMASTER	140.00
NBAZ - Warrant Clearing Account	Check	1109866	10/12/22	Accounts Payable	US POSTMASTER	1,095.56
NBAZ - Warrant Clearing Account	Check	1109867	10/12/22	Accounts Payable	VALLEY AUTO PARTS	40.01
NBAZ - Warrant Clearing Account	Check	1109868	10/12/22	Accounts Payable	VERIZON WIRELESS	37.12
NBAZ - Warrant Clearing Account	Check	1109869	10/12/22	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	769.81
NBAZ - Warrant Clearing Account	Check	1109870	10/12/22	Accounts Payable	VICTORY SUPPLY LLC	150.00
NBAZ - Warrant Clearing Account	Check	1109871	10/12/22	Accounts Payable	THOMAS CARDON WEBB	169.02
NBAZ - Warrant Clearing Account	Check	1109872	10/12/22	Accounts Payable	JOYCLYNN WHITING	2,152.64
NBAZ - Warrant Clearing Account	Check	1109873	10/12/22	Accounts Payable	MICHAEL B WHITING	102.13
NBAZ - Warrant Clearing Account	Check	1109874	10/12/22	Accounts Payable	ANTONIA WOOD	266.03
NBAZ - Warrant Clearing Account	Check	1109875	10/12/22	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	1,148.46
NBAZ - Warrant Clearing Account	Check	1109876	10/13/22	Accounts Payable	IVAN D ZHELEV	436.43
NBAZ - Warrant Clearing Account	Check	1109876	10/13/22	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1109877	10/13/22	Accounts Payable	GUY KEITH PHELPS	384.00
NBAZ - Warrant Clearing Account	Check	1109878	10/19/22	Accounts Payable	4IMPRINT	4,958.46
NBAZ - Warrant Clearing Account	Check	1109879	10/19/22	Accounts Payable	A-1 GLASS AND MIRROR INC	916.40
NBAZ - Warrant Clearing Account	Check	1109880	10/19/22	Accounts Payable	ADVERTISING IDEAS	4,994.33
NBAZ - Warrant Clearing Account	Check	1109881	10/19/22	Accounts Payable	ALLEGRA	378.00
NBAZ - Warrant Clearing Account	Check	1109882	10/19/22	Accounts Payable	ALPINE WATER AND SANITARY	161.37
NBAZ - Warrant Clearing Account	Check	1109883	10/19/22	Accounts Payable	ALSCO INC	374.55
NBAZ - Warrant Clearing Account	Check	1109884	10/19/22	Accounts Payable	AMAZON CAPITAL SERVICES INC	4,191.30
NBAZ - Warrant Clearing Account	Check	1109885	10/19/22	Accounts Payable	AMERICAN SOCIETY OF CIVIL ENGINEERS	290.00
NBAZ - Warrant Clearing Account	Check	1109886	10/19/22	Accounts Payable	CHARLI A ANDERSON	585.00
NBAZ - Warrant Clearing Account	Check	1109887	10/19/22	Accounts Payable	APACHE COUNTY	84.21
NBAZ - Warrant Clearing Account	Check	1109888	10/19/22	Accounts Payable	ARIZONA ELEVATOR SOLUTIONS INC	3,060.19
NBAZ - Warrant Clearing Account	Check	1109889	10/19/22	Accounts Payable	ASHTONS REPAIR INC	334.28
NBAZ - Warrant Clearing Account	Check	1109890	10/19/22	Accounts Payable	AT&T MOBILITY	89.90
NBAZ - Warrant Clearing Account	Check	1109891	10/19/22	Accounts Payable	AZ COUNTIES INSURANCE POOL	7,774.53
NBAZ - Warrant Clearing Account	Check	1109892	10/19/22	Accounts Payable	AZ COUNTIES WORKERS COMPENSATION PLAN	107,292.59
NBAZ - Warrant Clearing Account	Check	1109893	10/19/22	Accounts Payable	B&R TRUCKING	5,738.66
NBAZ - Warrant Clearing Account	Check	1109894	10/19/22	Accounts Payable	BASHAS' CORPORATE OFFICE	327.19
NBAZ - Warrant Clearing Account	Check	1109895	10/19/22	Accounts Payable	BASIN BROADCASTING COMPANY INC - KNDN RADIO	660.00
NBAZ - Warrant Clearing Account	Check	1109896	10/19/22	Accounts Payable	BAUMAN HOME AND AUTO INC	1,192.55
NBAZ - Warrant Clearing Account	Check	1109897	10/19/22	Accounts Payable	DERRICK ALAN BEGAY	69.00
NBAZ - Warrant Clearing Account	Check	1109898	10/19/22	Accounts Payable	SARAH MAE BEGAY	610.00
NBAZ - Warrant Clearing Account	Check	1109899	10/19/22	Accounts Payable	BEST WESTERN SNOWFLAKE INN	430.84
NBAZ - Warrant Clearing Account	Check	1109900	10/19/22	Accounts Payable	PAULA MARIE BILLY	81.00
NBAZ - Warrant Clearing Account	Check	1109901	10/19/22	Accounts Payable	TROY A BLACK	212.00
NBAZ - Warrant Clearing Account	Check	1109902	10/19/22	Accounts Payable	BLUE 360 MEDIA LLC	139.23
NBAZ - Warrant Clearing Account	Check	1109903	10/19/22	Accounts Payable	BLUE HILLS ENVIRONMENTAL	597.60
NBAZ - Warrant Clearing Account	Check	1109904	10/19/22	Accounts Payable	JOSEPH DARRON BRODERICK	300.00
NBAZ - Warrant Clearing Account	Check	1109905	10/19/22	Accounts Payable	BROWN'S PARTSMASTER INC	117.08
NBAZ - Warrant Clearing Account	Check	1109906	10/19/22	Accounts Payable	BURNHAM MORTUARY	414.41
NBAZ - Warrant Clearing Account	Check	1109907	10/19/22	Accounts Payable	BURNHAM MORTUARY	600.00
NBAZ - Warrant Clearing Account	Check	1109908	10/19/22	Accounts Payable	CDW GOVERNMENT LLC	463.21
NBAZ - Warrant Clearing Account	Check	1109909	10/19/22	Accounts Payable	CELLULAR ONE NE AZ	191.46
NBAZ - Warrant Clearing Account	Check	1109910	10/19/22	Accounts Payable	CENTER FOR DISEASE DETECTION LLC	130.50
NBAZ - Warrant Clearing Account	Check	1109911	10/19/22	Accounts Payable	CHANGEPOINT INTEGRATED HEALTH	8,314.48
NBAZ - Warrant Clearing Account	Check	1109912	10/19/22	Accounts Payable	MAE CLARK	135.00
NBAZ - Warrant Clearing Account	Check	1109913	10/19/22	Accounts Payable	KIMBERLY LOUISE COLE	300.00
NBAZ - Warrant Clearing Account	Check	1109914	10/19/22	Accounts Payable	John Lucas COMMUNITY BROADBAND ADVOCATES LLC	10,987.50

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1109915	10/19/22	Accounts Payable	CONDITIONED RESPONSE TRAINING	475.00
NBAZ - Warrant Clearing Account	Check	1109916	10/19/22	Accounts Payable	COURTYARD BY MARRIOTT WRIGLEYVILLE WEST	138.27
NBAZ - Warrant Clearing Account	Check	1109917	10/19/22	Accounts Payable	DAY CUSTOMS AUTOMOTIVE	266.67
NBAZ - Warrant Clearing Account	Check	1109918	10/19/22	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	81.83
NBAZ - Warrant Clearing Account	Check	1109919	10/19/22	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	203.34
NBAZ - Warrant Clearing Account	Check	1109920	10/19/22	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	340.31
NBAZ - Warrant Clearing Account	Check	1109921	10/19/22	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	340.31
NBAZ - Warrant Clearing Account	Check	1109922	10/19/22	Accounts Payable	CECILIA DIAZ	65.33
NBAZ - Warrant Clearing Account	Check	1109923	10/19/22	Accounts Payable	DISCOUNT TIRE	1,021.02
NBAZ - Warrant Clearing Account	Check	1109924	10/19/22	Accounts Payable	DISH NETWORK	131.17
NBAZ - Warrant Clearing Account	Check	1109925	10/19/22	Accounts Payable	DISH NETWORK	123.65
NBAZ - Warrant Clearing Account	Check	1109926	10/19/22	Accounts Payable	DISH NETWORK	53.45
NBAZ - Warrant Clearing Account	Check	1109927	10/19/22	Accounts Payable	DK HARDWARE SUPPLY LLC	3,650.56
NBAZ - Warrant Clearing Account	Check	1109928	10/19/22	Accounts Payable	ELECTION SYSTEMS AND SOFTWARE	18,806.62
NBAZ - Warrant Clearing Account	Check	1109929	10/19/22	Accounts Payable	EMPIRE MACHINERY	4,951.92
NBAZ - Warrant Clearing Account	Check	1109930	10/19/22	Accounts Payable	EXCEL HOSE LLC	86.94
NBAZ - Warrant Clearing Account	Check	1109931	10/19/22	Accounts Payable	FLAGSTAFF BUSINESS SOLUTIONS LLC	650.00
NBAZ - Warrant Clearing Account	Check	1109932	10/19/22	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	71.40
NBAZ - Warrant Clearing Account	Check	1109933	10/19/22	Accounts Payable	FRONTIER	287.53
NBAZ - Warrant Clearing Account	Check	1109934	10/19/22	Accounts Payable	FRONTIER	287.53
NBAZ - Warrant Clearing Account	Check	1109935	10/19/22	Accounts Payable	FRONTIER	218.18
NBAZ - Warrant Clearing Account	Check	1109936	10/19/22	Accounts Payable	FRONTIER	1,895.58
NBAZ - Warrant Clearing Account	Check	1109937	10/19/22	Accounts Payable	FRONTIER	300.00
NBAZ - Warrant Clearing Account	Check	1109938	10/19/22	Accounts Payable	FSU CENTER FOR PREVENTION AND EIP	342.05
NBAZ - Warrant Clearing Account	Check	1109939	10/19/22	Accounts Payable	GALL'S INC	26.85
NBAZ - Warrant Clearing Account	Check	1109940	10/19/22	Accounts Payable	IRMA GRACIELA GARCIA	300.00
NBAZ - Warrant Clearing Account	Check	1109941	10/19/22	Accounts Payable	SAMUEL TODD GARDNER	99.95
NBAZ - Warrant Clearing Account	Check	1109942	10/19/22	Accounts Payable	BARBARA J GOMEZ	96.27
NBAZ - Warrant Clearing Account	Check	1109943	10/19/22	Accounts Payable	DARYL GREER	6,800.00
NBAZ - Warrant Clearing Account	Check	1109944	10/19/22	Accounts Payable	HAMBLIN & ASSOCIATES LLC	251.00
NBAZ - Warrant Clearing Account	Check	1109945	10/19/22	Accounts Payable	ROSCOE GEORGE HERRERA	44.21
NBAZ - Warrant Clearing Account	Check	1109946	10/19/22	Accounts Payable	HILL AZ GROCERY STORE	158.16
NBAZ - Warrant Clearing Account	Check	1109947	10/19/22	Accounts Payable	HILL AZ GROCERY STORE	1,139.92
NBAZ - Warrant Clearing Account	Check	1109948	10/19/22	Accounts Payable	HILLYARD/FLAGSTAFF	4,518.96
NBAZ - Warrant Clearing Account	Check	1109949	10/19/22	Accounts Payable	HOME DEPOT	86.00
NBAZ - Warrant Clearing Account	Check	1109950	10/19/22	Accounts Payable	ANNELL R HOUNSHELL	6,563.53
NBAZ - Warrant Clearing Account	Check	1109951	10/19/22	Accounts Payable	HUGHES SUPPLY INC (LAKESIDE)	3,137.12
NBAZ - Warrant Clearing Account	Check	1109952	10/19/22	Accounts Payable	INGRAM LIBRARY SERVICES	128.81
NBAZ - Warrant Clearing Account	Check	1109952	10/19/22	Accounts Payable	GENEVA L JACKSON	

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1109953	10/19/22	Accounts Payable	KAYLA AMY JOHNSON	13.09
NBAZ - Warrant Clearing Account	Check	1109954	10/19/22	Accounts Payable	KACHINA GATEWAY SALES & SERVICE	81.23
NBAZ - Warrant Clearing Account	Check	1109955	10/19/22	Accounts Payable	TOMMY KIRK	81.00
NBAZ - Warrant Clearing Account	Check	1109956	10/19/22	Accounts Payable	STEPHEN W KIZER	300.00
NBAZ - Warrant Clearing Account	Check	1109957	10/19/22	Accounts Payable	KONICA MINOLTA	46.72
NBAZ - Warrant Clearing Account	Check	1109958	10/19/22	Accounts Payable	MICHAEL LATHAM	46.00
NBAZ - Warrant Clearing Account	Check	1109959	10/19/22	Accounts Payable	LAW ENFORCEMENT RISK MANAGEMENT GROUP, INC	350.00
NBAZ - Warrant Clearing Account	Check	1109960	10/19/22	Accounts Payable	LAWSON PRODUCTS INC	465.75
NBAZ - Warrant Clearing Account	Check	1109961	10/19/22	Accounts Payable	CHEYANNE CIARA LITTLEMAN	300.00
NBAZ - Warrant Clearing Account	Check	1109962	10/19/22	Accounts Payable	LOWES #24	328.56
NBAZ - Warrant Clearing Account	Check	1109963	10/19/22	Accounts Payable	LOWES HOME CENTERS INC	164.64
NBAZ - Warrant Clearing Account	Check	1109964	10/19/22	Accounts Payable	LEHI MONTIERTH	300.00
NBAZ - Warrant Clearing Account	Check	1109965	10/19/22	Accounts Payable	NAPA	427.61
NBAZ - Warrant Clearing Account	Check	1109966	10/19/22	Accounts Payable	NATIONAL DISTRICT ATTORNEYS ASSOC	1,185.00
NBAZ - Warrant Clearing Account	Check	1109967	10/19/22	Accounts Payable	NAVAJO NATION WATER CODE ADMIN	1.80
NBAZ - Warrant Clearing Account	Check	1109968	10/19/22	Accounts Payable	NAVAJO SANITATION INC	461.10
NBAZ - Warrant Clearing Account	Check	1109969	10/19/22	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	3,608.65
NBAZ - Warrant Clearing Account	Check	1109970	10/19/22	Accounts Payable	NAVAJO WESTERNERS	27.74
NBAZ - Warrant Clearing Account	Check	1109971	10/19/22	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	1,957.95
NBAZ - Warrant Clearing Account	Check	1109972	10/19/22	Accounts Payable	HALEY RHAЕ NICOLL	300.00
NBAZ - Warrant Clearing Account	Check	1109973	10/19/22	Accounts Payable	KEIRSTEN NIELSEN	256.51
NBAZ - Warrant Clearing Account	Check	1109974	10/19/22	Accounts Payable	NORTH WEST NEW MEXICO REGIONAL SOLID WASTE AUTHORI	43.24
NBAZ - Warrant Clearing Account	Check	1109975	10/19/22	Accounts Payable	NORTHERN TOOL & EQUIPMENT CO	509.02
NBAZ - Warrant Clearing Account	Check	1109976	10/19/22	Accounts Payable	OCCUPATIONAL SAFETY SERVICES	480.00
NBAZ - Warrant Clearing Account	Check	1109977	10/19/22	Accounts Payable	ORKIN PEST CONTROL	560.74
NBAZ - Warrant Clearing Account	Check	1109978	10/19/22	Accounts Payable	OVERDRIVE INC	722.50
NBAZ - Warrant Clearing Account	Check	1109979	10/19/22	Accounts Payable	PAGE STEEL	98.57
NBAZ - Warrant Clearing Account	Check	1109980	10/19/22	Accounts Payable	RYAN N PATTERSON	36.50
NBAZ - Warrant Clearing Account	Check	1109981	10/19/22	Accounts Payable	RYAN N PATTERSON	328.63
NBAZ - Warrant Clearing Account	Check	1109982	10/19/22	Accounts Payable	PERFECT PRINTZ LLC	291.25
NBAZ - Warrant Clearing Account	Check	1109983	10/19/22	Accounts Payable	PREMIER DRY CLEANING	226.50
NBAZ - Warrant Clearing Account	Check	1109984	10/19/22	Accounts Payable	QUILL CORP	6,018.91
NBAZ - Warrant Clearing Account	Check	1109985	10/19/22	Accounts Payable	R&S NORTHEAST LLC	310.71
NBAZ - Warrant Clearing Account	Check	1109986	10/19/22	Accounts Payable	RHINEHART OIL CO	12,336.48
NBAZ - Warrant Clearing Account	Check	1109987	10/19/22	Accounts Payable	KODY RICHARDSON	1,800.00
NBAZ - Warrant Clearing Account	Check	1109988	10/19/22	Accounts Payable	RICOH USA INC	342.16
NBAZ - Warrant Clearing Account	Check	1109989	10/19/22	Accounts Payable	CAROL A ROBERTS	23.50
NBAZ - Warrant Clearing Account	Check	1109990	10/19/22	Accounts Payable	SCOTT J ROGERS	893.75

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1109991	10/19/22	Accounts Payable	ANGELA C ROMERO	135.00
NBAZ - Warrant Clearing Account	Check	1109992	10/19/22	Accounts Payable	FRANCHESCA ROMERO	59.90
NBAZ - Warrant Clearing Account	Check	1109993	10/19/22	Accounts Payable	SAFETY KLEEN	131.63
NBAZ - Warrant Clearing Account	Check	1109994	10/19/22	Accounts Payable	SECURUS TECHNOLOGIES INC	2,119.14
NBAZ - Warrant Clearing Account	Check	1109995	10/19/22	Accounts Payable	RANDY SHERLOCK	90.00
NBAZ - Warrant Clearing Account	Check	1109996	10/19/22	Accounts Payable	JOE SHIRLEY JR	55.69
NBAZ - Warrant Clearing Account	Check	1109997	10/19/22	Accounts Payable	SONORA QUEST LABORATORIES	623.83
NBAZ - Warrant Clearing Account	Check	1109998	10/19/22	Accounts Payable	SPARKLETTS WATER	54.67
NBAZ - Warrant Clearing Account	Check	1109999	10/19/22	Accounts Payable	SPARKLETTS WATER	56.90
NBAZ - Warrant Clearing Account	Check	1110000	10/19/22	Accounts Payable	SPARKLETTS WATER	79.79
NBAZ - Warrant Clearing Account	Check	1110001	10/19/22	Accounts Payable	ST JOHNS CITY	2,579.99
NBAZ - Warrant Clearing Account	Check	1110002	10/19/22	Accounts Payable	ST JOHNS EMERGENCY SERVICES	1,063.26
NBAZ - Warrant Clearing Account	Check	1110003	10/19/22	Accounts Payable	STANDARD ELECTRIC WHOLESALE LLC	13.01
NBAZ - Warrant Clearing Account	Check	1110004	10/19/22	Accounts Payable	SUEAN STRADLING-COLLINS	256.51
NBAZ - Warrant Clearing Account	Check	1110005	10/19/22	Accounts Payable	SUBSTRATA LLC	6,809.00
NBAZ - Warrant Clearing Account	Check	1110006	10/19/22	Accounts Payable	SUMMIT FUNERAL HOME	450.00
NBAZ - Warrant Clearing Account	Check	1110007	10/19/22	Accounts Payable	THE ARIZONA PARTNERSHIP FOR IMMUNIZATION	324.36
NBAZ - Warrant Clearing Account	Check	1110008	10/19/22	Accounts Payable	THE BANCORP BANK	104,830.50
NBAZ - Warrant Clearing Account	Check	1110009	10/19/22	Accounts Payable	THE POUR STATION	17.34
NBAZ - Warrant Clearing Account	Check	1110010	10/19/22	Accounts Payable	THE UNIVERSITY OF ARIZONA	7,500.00
NBAZ - Warrant Clearing Account	Check	1110011	10/19/22	Accounts Payable	ALENA THOMPSON	400.00
NBAZ - Warrant Clearing Account	Check	1110012	10/19/22	Accounts Payable	THOMSON REUTERS WEST	1,533.75
NBAZ - Warrant Clearing Account	Check	1110013	10/19/22	Accounts Payable	JARROD ARVISO TOADECHEENIE	14.00
NBAZ - Warrant Clearing Account	Check	1110014	10/19/22	Accounts Payable	JARROD ARVISO TOADECHEENIE	206.00
NBAZ - Warrant Clearing Account	Check	1110015	10/19/22	Accounts Payable	TOWN OF SPRINGERVILLE	90.56
NBAZ - Warrant Clearing Account	Check	1110016	10/19/22	Accounts Payable	TRIPLE R FUELS	106.22
NBAZ - Warrant Clearing Account	Check	1110017	10/19/22	Accounts Payable	TYLER TECHNOLOGIES INC	187.50
NBAZ - Warrant Clearing Account	Check	1110018	10/19/22	Accounts Payable	W JEFFORY UDALL	23.76
NBAZ - Warrant Clearing Account	Check	1110019	10/19/22	Accounts Payable	UNITED INFORMATION SERVICES	837.24
NBAZ - Warrant Clearing Account	Check	1110020	10/19/22	Accounts Payable	VERIZON WIRELESS	75.11
NBAZ - Warrant Clearing Account	Check	1110021	10/19/22	Accounts Payable	DELANA WAITE	86.00
NBAZ - Warrant Clearing Account	Check	1110022	10/19/22	Accounts Payable	WESTERN DRUG COMPANY	5.00
NBAZ - Warrant Clearing Account	Check	1110023	10/19/22	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	649.10
NBAZ - Warrant Clearing Account	Check	1110024	10/19/22	Accounts Payable	MICHAEL B WHITTING	634.19
NBAZ - Warrant Clearing Account	Check	1110025	10/19/22	Accounts Payable	WILLIAMS, LAMUEL	69.00
NBAZ - Warrant Clearing Account	Check	1110026	10/19/22	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	509.38
NBAZ - Warrant Clearing Account	Check	1110027	10/19/22	Accounts Payable	XEROX CORP	179.24
NBAZ - Warrant Clearing Account	Check	1110028	10/19/22	Accounts Payable	DERRICK YAZZIE	69.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1110029	10/19/22	Accounts Payable	IVAN D ZHELEV	300.00
NBAZ - Warrant Clearing Account	Check	1110030	10/20/22	Accounts Payable	FRONTIER	331.19
NBAZ - Warrant Clearing Account	Check	1110031	10/20/22	Accounts Payable	FRONTIER	349.97
NBAZ - Warrant Clearing Account	Check	1110032	10/20/22	Accounts Payable	BUTCH GUNNELS	563.90
NBAZ - Warrant Clearing Account	Check	1110033	10/20/22	Accounts Payable	PAUL HANCOCK	382.64
NBAZ - Warrant Clearing Account	Check	1110034	10/20/22	Accounts Payable	RYAN N PATTERSON	70.00


Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

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

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

10/29/22 

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

Request approval of minutes dated October 4, 2022. \_\_\_\_\_

BOS Meeting Date Requested 11/1/2022

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PRE-AGENDA ITEM REVIEW

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

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

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY  
BOARD OF SUPERVISORS MEETING

October 4, 2022  
St. Johns, Arizona

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

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

Kirsten Nielsen gave the invocation.

Matt Fish led the Pledge of Allegiance.

Chairman Davis called for the Health District items.

Kimberly Cole, Assistant Health Director, requested approval of Amendment #1 to the Flu and Pneumonia Vaccination Services Agreement between the Apache County Public Health Services District, Arizona Local Government Employee Benefit Trust (AZLGEBT) and Rural Arizona Health Group Trust (RAGHT), replacing Section II(1)(A), Section II (5), Exhibit A and B, effective October 1, 2022. **Mr. Shepherd moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Kimberly Cole, Assistant Health Director, requested approval of the Intergovernmental Agreement Contract No. CTR060578 for immunization services, effective July 1, 2022, to June 30, 2027. Ms. Cole stated this contract serves to increase immunization coverage levels of children 0-18 years of age and adults 19 and older, in the amount of \$50,000 and has been budgeted for in FY23. **Mr. Shepherd moved approval, seconded by Mr. Shirley.** Vote as unanimous.

Kimberly Cole, Assistant Health Director, requested approval of the Governor's Office of Highway Safety Grant, effective October 1, 2022, through September 30, 2023, in the amount of \$10,000. Ms. Cole stated this grant helps purchase car seats and provides education on proper installation, and has been budgeted for in FY23. **Mr. Shepherd moved approval, seconded by Mr. Shirley.** Vote was unanimous.

**Mr. Shepherd moved approval to adjourn the Health District meeting, seconded by Mr. Shirley.** Vote was unanimous.

Chairman Davis called for the regular agenda items.

Mr. Patterson presented the Consent Agenda items A-I and recommended approval. **Mr. Shepherd moved approval, seconded by Mr. Shirley.** County Manager/Clerk of the Board: A.

Request approval of demands as distributed to the Apache County Board of Supervisors between September 6, 2022, and October 4, 2022. Payee Amount APACHE COUNTY HSA 4,888.57 APACHE COUNTY MEDICAL 177,614.06 APACHE COUNTY TAX WITHHOLDING 170,431.65 ASRS LEGACY EORP 9,813.79 AZ STATE RETIREMENT SYSTEM 131,702.37 COLONIAL LIFE AND ACCIDENT INS 1,306.20 CORRECTIONS OFFICER RET PLAN 11,309.08 CORRECTIONS OFFICER RETIREMENT PLAN 520 1,759.98 EORP LEGACY 1,580.77 NATIONWIDE 3,976.27 NATIONWIDE TRUST FSB 3,268.63 PUBLIC SAFETY PERSONNEL 401 16,351.45 PUBLIC SAFETY SHERIFF RET 8,021.87 SUPPORT PAYMENT CLEARINGHOUSE 1,125.00 WILLIAMS SCOTSMAN INC (WILLSCOT) 20,627.79 CONSOLIDATED ELECTRICAL DISTRIBUTORS 10,016.17 HOME DEPOT 1,387.88 AMAZON CAPITAL SERVICES INC 1,417.72 AMAZON COM INC (Health & Library) 2,730.50 AZ SUPREME COURT 2,826.88 B&R TRUCKING 7,710.01 BLUE KNIGHT SECURITY LLC 3,825.00 BRAD HALL & ASSOCIATES INC 36,243.06 DELL COMPUTER CORPORATION 2,927.27 EMPIRE MACHINERY 3,275.59 HILLYARD/FLAGSTAFF 2,394.02 i3LOGIX INC 1,022.05 INGRAM LIBRARY SERVICES 2,279.08 KAY ELECTRIC INC 10,536.20 NAVAJO TIMES PUBLISHING COMPANY INC 1,645.12 NAVOPACHE ELECTRIC COOPERATIVE 1,662.99 QUILL CORP 7,135.34 R JOHN R JOHN LEE ATTORNEY AT LAW 8,500.00 REDACTED 2,000.00 ST JOHNS EMERGENCY SERVICES 3,617.38 TYLER TECHNOLOGIES INC 2,799.91 VALLEY AUTO PARTS 1,970.60 VERIZON WIRELESS 5,137.00 VICTORY SUPPLY LLC 4,990.78 WHITE MOUNTAIN REGIONAL MEDICAL CENTER 3,939.17 WOODSON ENGINEERING & SURVEYING INC 4,353.75 YAVAPAI COUNTY GOVERNMENT 15,500.00 ABS OILFIELD SUPPLY INC 14,857.31 AMAZON CAPITAL SERVICES INC 6,742.97 AMIGO CHEVROLET 1,417.19 ASHTONS REPAIR INC 1,006.18 AZ SUPREME COURT 1,884.58 AZ SUPREME COURT 3,499.94 AZ SUPREME COURT 22,884.20 B&R TRUCKING 9,756.07 BAUMAN HOME AND AUTO INC 4,572.71 BIG TEX TRAILER WORLD INC 4,396.50 BOB BARKER COMPANY INC 5,082.48 BRAD HALL & ASSOCIATES INC 92,163.81 BREWER LAW OFFICE PLLC 8,500.00 BROWN'S PARTSMaster INC 2,320.03 CATERPILLAR FINANCIAL SERVICES CORPORATION 92,124.15 CONTRACT PHARMACY SERVICES INC 2,514.71 COPPERFASTEN TECHNOLOGIES LIMITED T/A TITAN HQ 4,125.00 COURTESY CHEVROLET 1,683.57 CREATIVE MULTIMEDIA INC (CMI) 26,810.50 ELECTION SYSTEMS AND SOFTWARE 4,165.43 EMPIRE MACHINERY 3,181.16 FIELDS OUTDOOR ADVENTURES, LLP 3,130.00 GALL'S INC 1,924.99 GILA BROADBAND 1,580.00 GLAXO SMITHKLINE PHARMACY 1,177.06 HAMBLIN LAW OFFICE PLC 8,500.00 KLINT HEAP 1,530.05 ROBERT JAMES HIGGINS 2,496.54 HILLYARD/FLAGSTAFF 2,604.05 HOME DEPOT 1,998.54 HORNE AUTO CENTER INC 3,900.71 INGRAM LIBRARY SERVICES 1,635.21 TYRON JENSEN 1,745.57 LESUEUR ADVANCE AUTOMOTIVE LLC 3,820.69 LOWES HOME CENTERS INC 4,131.16 MH CONSULTING & PROJECT MANAGEMENT LLC 2,917.50 NORTHERN TOOL & EQUIPMENT CO 2,339.47 NORTHLAND PIONEER COLLEGE 69,071.00 NTUA WIRELESS, LLC 5,220.02 PACIFIC PONDEROSA CO INC 16,594.93 DANA BRYCE PATTERSON 8,500.00 PERFORMANCE REPORTERS INC 5,145.00 QUALITY CARQUEST 1,453.63 QUILL CORP 2,203.61 R JOHN R JOHN LEE ATTORNEY AT LAW 8,500.00 RHINEHART OIL CO 6,266.10 SANOFI PASTEUR INC 7,348.02 SECURUS TECHNOLOGIES INC 3,485.61 ST JOHNS EMERGENCY SERVICES 2,851.16 STEVEN J

SERBALIK PLC 1,809.00 TRINITY SERVICES GROUP INC 17,116.40 VINNEDGE  
SIGNWORKS LLC 1,165.62 WHITE MOUNTAIN AMBULANCE SERVICE INC 2,731.59  
WHITE MOUNTAIN COMMUNICATIONS 1,028.63 WOODLAND BUILDING CENTER  
C/O NATIONS BEST 1,687.39 WRIGHT EXPRESS FSC WEX 1,794.40 JAY  
YELLOWHORSE 1,254.32 NATIONAL BANK 26,071.56 NATIONAL BANK OF ARIZONA  
0285 2,167.28 ADVANCED CORRECTIONAL HEALTHCARE INC 42,160.68 AMAZON  
CAPITAL SERVICES INC 2,384.16 AT&T MOBILITY 2,960.61 AZ COUNTIES  
INSURANCE POOL 4,786.30 AZ DEPT OF RISK MANAGEMENT 1,513.13 B&R  
TRUCKING 19,109.08 BAUMAN HOME AND AUTO INC 1,069.61 BI INC 1,397.96  
BLUE HILLS ENVIRONMENTAL 1,370.05 BOB BARKER COMPANY INC 2,902.93  
BRAD HALL & ASSOCIATES INC 21,627.63 BURNHAM MORTUARY 1,000.00  
BURNHAM MORTUARY 1,000.00 COAST TO COAST COMPUTER PRODUCTS INC  
4,778.33 CONTINUANT INC 1,237.16 CREATIVE MULTIMEDIA INC (CMI) 2,428.75  
EMPIRE MACHINERY 12,177.14 GOVERLAN INC 2,058.00 HUGHES SUPPLY INC  
(LAKESIDE) 2,582.41 LAW OFFICE OF MICHAEL S PENROD PLC 6,016.00 PITNEY  
BOWES 2,881.26 QUILL CORP 6,563.55 RIGG LAW FIRM PLLC 3,144.00 RITE OF  
PASSAGE INC 1,152.00 RUNBECK ELECTION SERVICES INC 22,025.84 TRISHA E  
SLOAN 1,560.29 ST JOHNS CITY 3,070.04 SUN GLASS LLC 1,125.63 THE AARONS  
COMPANY LLC 3,000.00 THE SANDBAGGER LLC 8,873.00 THOMSON REUTERS  
WEST 7,187.17 VERIZON WIRELESS 1,180.38 APACHE COUNTY HSA 5,088.57  
APACHE COUNTY MEDICAL 180,721.75 APACHE COUNTY TAX WITHHOLDING  
163,932.94 ASRS LEGACY EORP 9,813.79 AZ STATE RETIREMENT SYSTEM  
128,596.77 COLONIAL LIFE AND ACCIDENT INS 1,306.20 CORRECTIONS OFFICER  
RET PLAN 11,941.99 CORRECTIONS OFFICER RETIREMENT PLAN 520 1,557.43  
EORP LEGACY 1,580.77 NATIONWIDE 4,191.21 NATIONWIDE TRUST FSB  
3,268.63 PUBLIC SAFETY PERSONNEL 401 16,351.45 PUBLIC SAFETY SHERIFF RET  
9,635.01 SUPPORT PAYMENT CLEARINGHOUSE 1,125.00 ADHS AZ HEALTH CARE  
COST 22,400.00 AZ ASSN OF COUNTIES 14,985.44 NAVOPACHE ELECTRIC  
COOPERATIVE 1,200.00 KASANDRA LEE TUMA 1,024.00 AIR COMM CORPORATION  
3,842.96 ALLEGRA 14,616.03 ALSICO INC 1,419.77 AMAZON CAPITAL SERVICES INC  
2,505.67 B&R TRUCKING 9,329.06 BAUMAN HOME AND AUTO INC 4,824.05  
BCJA TRANSPORT LLC 30,000.00 BRAD HALL & ASSOCIATES INC 37,834.40  
CHANGEPOINT INTEGRATED HEALTH 19,920.00 CORDANT HEALTH SOLUTIONS  
1,129.46 EMPIRE MACHINERY 11,011.00 ESRI INC 2,182.00 FRONTIER 1,895.58 HATCH  
CONSTRUCTION 3,897.40 HODGE PRODUCTS 1,583.79 INGRAM LIBRARY SERVICES  
1,438.31 KIMBALL EQUIPMENT COMPANY 28,987.87 LAWSON PRODUCTS INC  
1,105.73 LINDE GAS & EQUIPMENT INC (FORMERLY PRAXAIR) 1,268.37  
NAVAJO TIMES PUBLISHING COMPANY INC 1,645.12 NAVAJO TRIBAL UTILITY  
AUTHORITY 4,844.84 NAVOPACHE ELECTRIC COOPERATIVE 13,367.83  
PACIFIC PONDEROSA CO INC 18,302.78 PERKINS CINDERS INC 3,661.10  
PIMA COUNTY MEDICAL 12,500.00 PINAL COUNTY ARIZONA 10,063.00  
PITNEY BOWES RESERVE ACCOUNT 5,000.00 POWERSCREEN WESTERN LLC  
663,950.44 PRONTO BIOMEDICAL SOLUTIONS LLC 2,436.01 PROPELLER AERO INC  
7,450.00 QUALITY READY MIX INC 1,871.52 QUILL CORP 1,584.52 RHINEHART OIL  
CO 25,147.87 SECURUS TECHNOLOGIES INC 3,748.49 STANTEC CONSULTING  
SERVICES 24,716.44 TEMPE MISSION PALMS HOTEL AND CONFERENCE CENTER

4,418.18 UNIFIED SCREENING & CRUSHING – CA 1,077.30 WESTERN EXPLOSIVES SYSTEMS CO (WESCO) 97,010.43 FAYE WURSTNER-REAGAN 1,024.00 Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process. B. Request approval of minutes dated September 6, 2022. C. Request approval of Memorandum of Understanding with Commnet Wireless, LLC regarding distributing of matching funds for broadband project. This distribution does not affect the FY23 budget. D. Request approval of Franchise Agreement with Commnet Wireless, LLC regarding use of rights-of-way to install fiber optic cable. This agreement does not affect the FY23 budget. E. Request approval of the Information Technology Department reorganization. This will result in a cost savings of \$51,556. F. District II: Request approval to hire a Planning & Engineer Manager within the salary range. Community Development: \*G. Request approval of a Conditional Use Permit allowing Michael & Toni Bragieli to store their personal travel trailer on their 0.72-acre property. Property is located in Greer, AZ 85927. A.P.N. 102-08-020B. Planning & Zoning commission recommended approval on March 10, 2022. Election Department: H. Request approval of all Election Board Workers, Poll Workers, Equipment Management and Election Day Technicians for the upcoming November 8, 2022 General Election. I. Request approval of the designated polling places for the upcoming November 8, 2022 General Election. Vote was unanimous.

Commander Antony Notah, on behalf of the Sheriff's Office, requested approval of the Governor's Office of Highway Safety STEP Enforcement Overtime grant in the amount of \$5,000. Commander Notah stated this has been budgeted for in FY23. **Mr. Shepherd moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Heather Van Der Noord, on behalf of Emergency Management, requested approval of an extension to Grant #SFA 19-104 from the Arizona Department of Forestry and Fire Management for the rewrite of the Apache County Community Wildfire Protection Plan, through June 30, 2023. **Mr. Shepherd moved approval, seconded by Mr. Shirley.** Vote was unanimous.

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

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

Approved this 1<sup>st</sup> day of November, 2022.

ATTEST:

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Nelson Davis  
Chairman of the Board

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Ryan N. Patterson  
Clerk of the Board

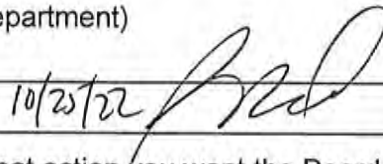
Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

(818)700-8311

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

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

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

10/25/22 

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 extend the contract with Aarons Company through December 31, 2024 for lobbying services.

BOS Meeting Date Requested 11/1/22

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PRE-AGENDA ITEM REVIEW

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

Signature \_\_\_\_\_



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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

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

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

ALTON JOE SHEPHERD  
MEMBER OF THE BOARD  
DISTRICT II  
P.O. Box 794, Casadio, AZ 86505

NELSON DAVIS  
CHAIRMAN OF THE BOARD  
DISTRICT III  
P.O. Box 424, St. Johns, AZ 85936

**BOARD OF SUPERVISORS  
OF APACHE COUNTY**

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

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



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

October 17, 2022

The Aarons Company  
4315 North Street, Suite 200  
Phoenix, AZ 85014

Dear Barry,

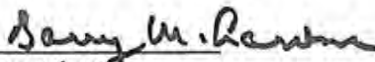
Apache County hereby requests the contract for lobbying services be extended for the period of January 1, 2023, through December 31, 2024.

Pursuant to the terms of the initial professional services contract related to the contract extension, please sign below, and return at your convenience. All other terms outlined in the initial contract and contract amendment remain the same.

Sincerely,

\_\_\_\_\_  
Ryan N. Patterson  
County Manager

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

  
\_\_\_\_\_  
Barry Aarons  
The Aarons Company

Date: 10/17/2022

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

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

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

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

10/24/22 

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


Request approval of the tax exemption for the St. Johns Historical Society for parcel 203-36-234, pursuant to ARS 42-11153. The exemption was filed late due to an administrative change within the organization.

BOS Meeting Date Requested 11/1/22

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PRE-AGENDA ITEM REVIEW

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

Signature 

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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Reviews completed, item approved for Agenda.

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



P.O. Box 146  
St. Johns, AZ 85936  
928.337.4737

October 22, 2022

To the Apache County Board of Supervisors:

It has come to our attention, as a new board of directors of the Apache County Historical Society, that through clerical errors and miscommunication we missed the deadline to re-apply for our tax-exempt status for Apache County Tax Parcel #203-36-234. The Apache County Historical Society, as a non-profit, relies on grants and donations and it would be detrimental to our annual budget to have to pay back the current taxes owed. We seek for an organizational exemption and forgiveness for this mistake and promise to be prompter and more particular in the future. Thank you for your time and consideration.

Sincerely,

*Benjamin M. Brown*

Benjamin M. Brown

President of the Board

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

FORM 01/11/2011

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

Michael B. Whiting, Apache County Attorney

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

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

Discussion and possible approval to hire a Senior Investigator within the salary range.

BOS Meeting Date Requested \_\_\_\_\_

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



PRE-AGENDA ITEM REVIEW

Signature \_\_\_\_\_



10-11-22

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

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

**BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM**

(11/18/11) (11/16/2011)

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

Apache County Attorney

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

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

County Attorney: Discussion and possible approval of Victim's Rights Program from the State of Arizona Office of the Attorney General FY2023 Victim's Rights Program for \$16,000. These funds will be used for personnel assisting with victims' rights duties ~~(services)~~.

**PRE-AGENDA ITEM REVIEW**

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

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

Signature: *[Handwritten Signature]*

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

Signature: *[Handwritten 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 Clerk of Board \_\_\_\_\_



**State of Arizona**  
**Office of the Attorney General**  
**FY 2023 Victims' Rights Program**  
**AWARD AGREEMENT**  
**A.G. #: 2023-001**

RECIPIENT

Name:	Apache County Attorney's Office
Contact:	John Robertson
Address:	P.O. Box 637, St. Johns, AZ 85936
Award Amount:	\$16,000.00
Purpose:	To support the direct costs of implementing victims' rights laws pursuant to those provisions of Arizona Revised Statutes Title 13, Chapter 40 and Title 8, Chapter 3, Article 7 impacting County Attorney as an entity type.

Monies having been deposited and received by the Attorney General pursuant to Arizona Revised Statutes § 41-2401, § 8-418 and legislative appropriations, this AGREEMENT is made under the authority of the Attorney General pursuant to Arizona Revised Statutes § 41-191.08 -- Victims' Rights Fund.

This AGREEMENT is made this first day of July 2022, by and between the Arizona Attorney General, and the Apache County Attorney's Office, the "Contractor", to commence on July 1, 2022 and terminate June 30, 2023. The Attorney General, having been satisfied as to the qualifications of Contractor, agrees to pay Contractor the above shown \$16,000.00 subject to Contractor's agreement as follows:

I. The Contractor agrees:

- A. Award funds will not be used to supplant state, local and federal funds that would otherwise be available to provide services to victims of crime as mandated by A. R.S. Title 13, Chapter 40 and Title 8, Chapter 3, Article 7
- B. Award funds will be used only for allowable costs that can be proven necessary and essential to effect the direct provision or performance of those statutorily mandated victims' rights duties (services), as described in the *Victims' Rights Program Guidelines - Section IV Allowable and Non-Allowable Costs*, and as specified in Contractor's approved \$16,000.00 award budget as follows:

Personnel:	\$12,778.60	ERE/Benefits:	\$3,221.40
Title:	Legal Assistant	Percent:	20.03%
Consulting:	\$0.00	N/A	
Operating:	\$0.00	N/A	
Equipment:	\$0.00	N/A	

- C. To complete and submit, on or before August 11, 2023, an annual report to the Attorney General as prescribed in A.R.S. § 41-191.08(F).
- D. To comply with FY 2023 Victims' Rights Program Guidelines, as well as the applicable provisions of A.R.S. Title 13, Chapter 40 and A.R.S. Title 8, Chapter 3, Article 7.
- E. To allow (a) representative(s) of the Attorney General to complete program and financial audits as the Attorney General believes necessary to ensure Contractor compliance with this agreement and with State law.
- F. To retain all records relating to the agreement, and performance under the agreement, for a period of five years after the completion of the project, and to allow inspection and audit of all such documents at reasonable times, pursuant to A.R.S. §§ 38-214 and 38-215.
- G. To comply with all applicable nondiscrimination requirements of A.R.S. § 41-1463, Arizona State Executive Order 2009-09, and all other applicable state and federal civil rights laws.
- H. Each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either party uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Each party retains the legal right to inspect the papers of the other party and its subcontractors who work on the contract to ensure that the other or subcontractors are complying with this warranty.
- I. To retain ownership interest in all equipment acquired with VRP funds (or in the proceeds resulting from the sale of such equipment) provided that: (1) the equipment purchase was not in violation of the VRP Award Agreement; and (2) the useful life of the equipment in question has not elapsed.

II. It is further agreed between the parties as follows:

- A. To use arbitration in the event of disputes to the extent required by A.R.S. § 12-1518.
- B. Except as provided in paragraph C below, if the Attorney General finds that the Contractor has not complied with the requirements of this agreement, the Contractor will receive a notice which identifies the area(s) of non-compliance and the appropriate corrective action to be taken. If the Contractor does not respond within thirty calendar days to this notice, or does not provide sufficient information concerning the steps which are being taken to correct the problem, the Attorney General may terminate the contract and require the return of all funds which are found to have been spent in violation of this agreement.
- C. The parties agree to meet and confer in good faith to resolve disputes before commencing formal proceedings of any nature.
- D. The Attorney General may reduce or discontinue funding to the Contractor in subsequent fiscal years, at the Attorney General's discretion, for the Contractor's failure to complete and submit, on or before August 11, 2023, the report that is required pursuant to A.R.S. § 41-191.08(F) or for other reasons such as available funding.
- E. Every payment obligation of the Attorney General under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Attorney General at the end of the period for which funds are available. No liability shall accrue to the Attorney General in the event this provision is exercised, and the Attorney General shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- F. Any and all award funds not expended by June 30, 2023, will be returned to the Attorney General.
- G. This agreement is subject to cancellation pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties have made and executed this AGREEMENT on the day and year first above written.

FOR THE ATTORNEY GENERAL:

Cindy Palmer, Procurement Manager

Date:

FOR THE CONTRACTOR:

Authorized Signature

Date:

Printed Name and Title

ATTEST:

APPROVED AS TO FORM:

Clerk of the Governing Board (if applicable)

Date:

Legal Counsel (if applicable)

Date:

**State of Arizona**  
**Office of the Attorney General**  
 FY 2023 VRP Budget Proposal

Please complete and submit the Award Period Budget Proposal by: August 22, 2022

RECIPIENT: Apache County Attorney's Office      FY 2023 AWARD: \$16,000      One-time Equipment Award \$0

CONTACT: John Robertson      TELEPHONE: (928) 337-7560

(Certification that FY 2023 VRP Budget Proposal is consistent with [Program Guidelines](#))  
 ([Click Here to view your Award Letter](#))

COST CATEGORY	PROPOSED VRP BUDGET	COST CATEGORY	PROPOSED VRP BUDGET
PERSONNEL	\$12,778.60	ERE / BENEFITS	\$3,221.40
<b>DESCRIPTION</b>			
Title:	Legal Assistant	Percent:	20.03%

COST CATEGORY	PROPOSED VRP BUDGET	DESCRIPTION
CONSULTING	\$0	(please list each type of consulting expense proposed to be VRP-funded) N/A
OPERATING	\$0	(please list each type of operating expense proposed to be VRP-funded) N/A
EQUIPMENT	\$0	(please list each equipment item proposed to be VRP-funded) N/A
<b>TOTAL</b>	<b>\$16,000.00</b>	

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**Office of the Attorney General**  
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**PROGRAM GUIDELINES**

**I. PURPOSE**

The Victims' Rights Program (VRP) was established to promote, improve, maintain, and enhance the ability for victims of crime to become an integral part of the criminal justice process. The VRP provides financial assistance to local and state entities affected by A.R.S. Title 13, Chapter 40 (Crime Victims' Rights) and A.R.S. Title 8, Chapter 3, Article 7 (Victims' Rights for Juvenile Offenses). The intent of the VRP is to encourage efficient and effective use of resources to meet statutory requirements and to promote statutory compliance aimed at ensuring victims' access to justice.

The goals of the Victims' Rights Program are to:

1. Improve the quality of justice through the adoption or modification of policies and procedures that provide for implementation of criminal and juvenile victims' rights laws.
2. Promote meaningful participation for victims in the criminal and juvenile justice processes by assuring that affected agency and court personnel achieve a factual and practical understanding of victims' rights provisions and their responsibilities.
3. Establish and maintain systems and procedures to provide for accurate and efficient victims' rights notification operations.
4. Stimulate efforts to economize the resources required for meeting statutory mandates through the use of technology.
5. Minimize the potential duplication of efforts and resources, by and between, those entities whose duties are mandated under both juvenile and criminal victims' rights statutes.
6. Encourage quality, coordination and uniformity in the development and use of forms and other materials that are given to victims as a means of communicating victims' lawful rights.

**II. ELIGIBILITY**

VRP funding may be awarded to government entities identified and charged in A.R.S. Title 13, Chapter 40 and A.R.S. Title 8, Chapter 3, Article 7, with providing services that ensure victims' access to justice and due process in the criminal and juvenile justice systems.

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**Law enforcement** agencies with victims' rights responsibilities include all **municipal police** and **county sheriff departments**. As **custodial** agencies, **municipal jails**, **sheriff departments** and **juvenile detention centers** also have victims' rights duties by virtue of their authority over jail operations and facilities and jurisdiction to detain juveniles. The **prosecutorial** agencies that provide victims' rights services include all **City Prosecutor, County Attorney** and **Attorney General's Offices**. The Attorney General's Office also has victims' rights obligations when it represents the State in direct appeals. **Courts** having obligations under victims' rights laws include **Justice of the Peace** and **Municipal Courts**, as well as **County Superior Courts** and **Probation Departments**. **Juvenile Courts'** obligations under victims' rights laws are exercised primarily through their **Juvenile Probation Departments**. The **Department of Corrections, Department of Juvenile Corrections, Board of Executive Clemency, and Department of Health Services** are state agencies that have victims' rights duties related to a defendant's incarceration, treatment and release status.

<b>III. PRIORITIES</b>
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- Notifying legal entities in accordance with § 13-4404 and § 8-385.
- Informing/notifying victims, upon initial contact, of community resources, rights information and request/waiver procedures, in accordance with § 13-4405(A)-(F) and § 8-386(A)-(F).
- Informing/notifying victims of arrests in connection with § 13-4405(A)(3)(f) and § 8-386(A)(3)(f).
- Informing/notifying victims of releases in connection with § 13-4405(A)(3)(g) and § 8-386(A)(3)(g).
- Informing victims of the date, time, and place of initial appearance(s) pursuant to § 13-4405(A)(3)(g) and § 13-4406.
- Informing victims of the right to receive a free copy of the police report at no charge pursuant to § 13-4405(A)(3)(i) and § 8-386(A)(3)(h).
- Providing victims with a copy of terms and conditions of release pursuant to § 13-4407 and § 8-387.
- Notifying victims of the conditions of juveniles' acceptance into diversion programs, including restitution requirements, and of the right to be notified of the juveniles' completion or termination from diversion programs in accordance with § 8-388.
- After charging, notifying victims of their pre-conviction/pre-disposition rights, how a case is prosecuted, the charges filed against the accused, how to confer with the prosecutor, who to

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contact for more information, and the victim's right to request a preconviction lien pursuant to § 13-4408(A) and § 8-389(A).

- Notifying victims of the reasons for declining to proceed with prosecutions and notifying victims of the right to confer with the prosecutor prior to declination pursuant to § 13-4408(B) and § 8-389(B).
- Notifying victims of scheduled proceedings in accordance with § 13-4409(C) and § 8-390(D).
- Notifying victims of conviction, adjudication, acquittal, transfer to adult court, or dismissal of charges against defendant(s) pursuant to § 13-4410(A) and § 8-391(A).
- Prior to sentencing/disposition, if the defendant is convicted/adjudicated delinquent, notifying/informing victims of the following in accordance with § 13-4410(B)(C) and § 8-391(B)(C): the function of the presentence/predisposition report and the victim's right to view it, excluding excised portions; the victim's right to make a victim impact statement and what that statement may contain; the defendant's right to view the pre-sentence report; to be present and heard at any presentencing/predisposition or sentencing/disposition proceeding, to have a judgment entered for any unpaid restitution that is ordered, and the right to file a restitution lien; time, place and date of sentencing/disposition proceedings; and the name and telephone number of the probation department that is preparing the predisposition report.
- Notifying victims of sentence(s)/disposition(s) imposed on defendant(s) pursuant to § 13-4411(A) and § 8-392(A).
- Providing victims with a form to request notice of all post-conviction/post-adjudication review and appellate proceedings, post-conviction/post-adjudication release proceedings, probation/conditional liberty proceedings, and the decision(s) that arise out of those proceedings, pursuant to § 13-4411(B) and § 8-392(B).
- Notifying victims of post-conviction/post-adjudication or appellate proceedings and the decision(s) arising out of those proceedings in accordance with § 13-4411(D) and § 8-392(D).
- Notifying victims and the prosecutor's office of post-arrest releases and escapes of defendants, including those that may occur after defendants are detained or confined to secure care facilities, and notifying victims and the prosecutor's office of subsequent rearrests as applicable, in accordance with § 13-4412(A)(B) and § 8-393(A)(B).
- Notifying victims in matters relating to prisoner/delinquent status pursuant to § 13-4413(A)(B) and § 8-394(A)(B).
- Notifying victims of earliest release dates and actual releases of prisoners/delinquents, and in the event of prisoner/delinquent death, notifying victims of same in accordance with § 13-4413(A)(B)

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and § 8-394(A)(B).

- Notifying victims of post-conviction/post-adjudication release from confinement proceedings, the right to be present and heard at these proceedings, and the decisions reached in accordance with § 13-4414(B)(C)(D) and § 8-395(A)(B)(C)(D).
- Notifying victims of proceedings scheduled to consider revocation and/or termination of probation, intensive probation, or conditional liberty, proceedings to consider modifications to terms of probation, intensive probation, or conditional liberty and probation/conditional liberty violation arrests pursuant to § 13-4415(A)(B) and § 8-396(A)(B).
- Notifying victims of the release, discharge, or escape of persons who are placed by court order in mental health treatment agency(ies) when those persons are the accused, or have been convicted/ adjudicated delinquent for committing the offense against the victim, including notification of readmission, in accordance with § 13-4416(A)(B) and § 8-397(A)(B).
- Developing forms and maintaining a system for receipt of forms in accordance with § 13-4417(B)(C) and § 8-398(C).
- Providing copies of pre-sentence/pre-disposition reports to victims pursuant to § 13-4425 and § 8-404(C);
- Informing victims of defendant/defense counsel's request for interview(s) and the right to decline or set conditions on interviews in accordance with § 13-4433(A)(B) and § 8-412(A)(B).
- Informing defendant/defense counsel of time, place, and other conditions of victim-granted interview(s) in accordance with § 13-4433(D) and § 8-412(D).
- Informing victims of their right to leave work to attend court proceedings and/or to obtain or attempt to obtain an order of protection, an injunction against harassment or any other injunctive relief to help ensure the health, safety or welfare of the victim or the victim's child, pursuant to § 13-4439 and § 8-420.
- Informing victims of the right to confer with the prosecuting attorney about the disposition of a criminal or delinquent offense, including the victim's views about a decision not to proceed with prosecution, dismissal, plea or sentence/disposition negotiations and pre-trial/pre-adjudication diversion programs pursuant to § 13-4419 and § 8-399.
- Informing victims of the right to be present and heard at any proceeding where a negotiated plea will be presented to the court and for the court to not accept a plea agreement unless the prosecutor has advised the court that reasonable efforts were made to confer with the victim regarding the plea, that reasonable efforts were made to give the victim notice of the plea proceeding, and that victims' rights have been complied with and, if known, informs the court of

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the victim's position on the negotiated plea in accordance with § 13-4423 and § 8-403.

As defined by A.R.S. § 13-4401.18 and § 8-382.16, *victim* means a person against whom a criminal offense has been committed, including a minor, or if the person is killed or incapacitated, the person's spouse, parent, child, grandparent or sibling, any other person related to the person by consanguinity or affinity to the second degree or any other lawful representative of the person, except if the person or the person's spouse, parent, child, grandparent, sibling, other person related to the person by consanguinity or affinity to the second degree or other lawful representative is in custody for an offense or is the accused. Legal entities and neighborhood associations are also entitled to limited rights.

As defined by A.R.S. § 13-4401.6, *criminal offense* means conduct that gives a peace officer or a prosecutor probable cause to believe that a felony, a misdemeanor, a petty offense, or a violation of a local criminal ordinance has occurred.

As defined by A.R.S. § 8-381, a *delinquent act* means an act committed by a juvenile that, if committed by an adult, would be a felony, a misdemeanor, a petty offense, or a violation of a local criminal ordinance.

#### **Policies and Procedures**

The development and implementation of policies and procedures by entities that receive VRP funding, provide guidance and ensures that victim service programs are carried out as statutorily mandated and in accordance with the VRP Funding Agreement. VRP funded agencies shall have policies and procedures for the provision of mandated victim services. The agency's policies and procedures will be reviewed during the VRP audit process to demonstrate compliance with victims' rights statutes and the VRP Funding Agreement.

#### **IV. ALLOWABLE and NON-ALLOWABLE COSTS**

**Funds are awarded in the current fiscal year for the period of July 1 of the current calendar year through June 30 of the following calendar year.**

- All costs and expenditures under the VRP are subject to these Guidelines. Where Guidelines are lacking, costs must be proven to be within the bounds of reason. The Attorney General reserves the right to final decision-making authority regarding cost allowances.
- VRP funds are to be used to supplement budgeted funds and not to supplant, or replace, state, local, and federal funds that would otherwise be available to provide services to victims of crime and delinquency. VRP funds may not have the effect of freeing funds from other sources (eg: general fund) for other purposes that, until the receipt of VRP funds, had been used to support the provision of mandated services to crime victims.
- The public official of the agency or court designated by Crime Victims' Rights and Victims' Rights

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for Juvenile Offenses statutes as responsible for the performance of duties pursuant to the legislation, and who is a recipient of a VRP award, shall have, as approved by the Attorney General, direct and sole authority for its expenditure within the public official's jurisdiction .

- Taking into consideration, materiality and the cost of additional processing compared to the benefits derived, and VRP monies remaining on June 30th in excess of \$100.00 shall be returned to the Attorney General's. Any monies remaining less than \$100.00 shall be carried forward and accounted for in the next fiscal year report by the recipient.

**ALLOWABLE COSTS** are those that can be proven necessary and essential for the direct provision or performance of those statutorily mandated victims' rights duties (services) identified in Priorities per Section III of these Guidelines.

Allowable costs include:

- Personnel (Personal Services) costs calculated on the percentage of base salary for employee(s) involved in the provision of priority victims' rights services as it correlates to the percentage of time spent performing priority service duties. This includes participating in training related to mandated victims' rights as well as the supervision of volunteers who provide mandated services .
- Employee Related Benefit costs commensurate with salary percentage, such as FICA, health and accident insurance, life, accidental death and dismemberment insurance, disability insurance, unemployment compensation, workers' compensation, and retirement.
- Consulting (professional & outside/contractual services) costs such as computer systems' analysts and programmers, monthly fees for contracted automated victim notification services, professional printing services, and other personnel who may be hired on a contractual basis for the explicit purpose of providing resources necessary for accomplishing priority VRP services . Use of funds for consulting costs related to training is generally non-allowable.
- Operating Costs Include:
  - ? Postage and Delivery Services
  - ? Telephone (ATS Services, Line Costs, Station Equipment, Long-distance)
  - ? Photocopying
  - ? Printing
  - ? Equipment Contract Maintenance (if equipment is 100% chargeable to victim rights' usage)
  - ? Operating Supplies:
    - | Data Processing
    - | Envelopes, Stationery and Office Forms
    - | Office Furniture (under \$500)
    - | Office Reproduction Supplies
    - | Miscellaneous Operating Supplies
    - | Miscellaneous Office Supplies

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‡ Data Processing Software

- Equipment costs such as personal computers and other capitalized furniture and equipment purchases (more than \$500) which have a substantial impact of permanently enhancing priority victims' rights service compliance, and is utilized primarily for the provision of priority victims' rights service activities.
  - ? Generally, equipment costs are allowable for purchases that directly aid and benefit an agency or court's ability to meet mandated victims' rights notification requirements. Purchase and disposition of equipment, where approved, must be according to applicable governing authority guidelines.
  - ? The Attorney General's Office does not retain ownership interest in equipment acquired with VRP funds (or in the proceeds resulting from the sale of such equipment) as long as: (1) the equipment purchase was not in violation of the VRP Award Agreement; and (2) the useful life of the equipment in question has elapsed.

**NON-ALLOWABLE COSTS** (in addition to those noted above) are those that are non-essential to the direct provision or performance of priority victims' rights services. Non-allowable costs include:

- Personnel costs for: overtime pay, program administration or supervision of personnel (except for supervision of volunteers who provide mandated services) and prorated personnel costs for employees' time spent performing priority service duties that, were it not for a victims' rights mandate, would be performed anyway.
- Administrative costs that may only indirectly or tangentially support victims' rights activities. Such costs include, but are not limited to: training registration costs, advertising, depreciation, utilities, rent, books, dues, subscriptions, insurance (liability, risk management, property, etc.), mobile phones, equipment maintenance, travel, lodging, per diem, and capital outlays.
- Costs for equipment purchases that only indirectly aid, or have the ancillary effect of aiding victims' rights notification, while substantially aiding an agency's or court's business automation needs unrelated to mandated notification requirements.
- Professional Responsibility costs which are those that may be essential to the provision of priority victims' rights services but, were it not for a victim's rights mandate, the service duties would be performed anyway or are performed in consort or tandem with other professional duties to the extent that cost impact (in time and resources) is negligible or indiscernible.
- Costs associated with the provision of victims' rights services that, while mandated, are not identified as VRP priorities. Such services include, but are not limited to: community referrals, crisis response/intervention, supportive counseling, court orientation, court accompaniments, transportation, employer/creditor intervention, child care, outreach, etc.
- Costs are also considered non-allowable if services or materials are otherwise available,

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alternative funding sources are available for such costs, or the Attorney General determines that such costs are unreasonable or otherwise non-allowable under these Guidelines.

Example: Pro-rated personnel expenditures for law enforcement officers' time spent informing victims, pursuant to A.R.S. § 13-4405 or § 8-286, where the practice of informing victims entails giving a Victims' Rights Request/Waiver form in conjunction with performance of other professional duties, and to the extent that cost impact in time and resources expended in this victims' rights activity is negligible or indiscernible from the other professional duties being performed.

**V. FUND AWARD APPROACH AND DISBURSEMENT**

In accordance with the provisions under A.R.S. § 41-191.06 and § 41-191.08, the Attorney General's approach to the disbursement of VRP funds is as follows:

**Program Participants**

- All recipients of VRP funds are required to complete the annual Performance Review and meet all of the VRP reporting requirements to be considered for fund disbursement under the next VRP fund cycle.
- The level of funding projected to be available for award to program participants is 88% of the Victims' Rights Fund appropriation.
- If approved, each VRP participant is allocated a percentage of the total funds dispersed that is proportional to that participant's percentage of the total funds disbursed to all recipients in the previous fiscal year
- Participants' most recent annual reports, audit reports and other materials that lend to an evaluation of performance will be reviewed. Participants' allocations may be adjusted or continued funding may be denied if the entity fails to effectively implement or comply with victims' rights mandates. Any such adjustments will have the effect of proportionally modifying the percentage share of funds subsequently awarded to all participants.
- If applicable, participants must provide a timely response to a Performance Review that may address VRP fund use, victim service levels, audit recommendations, plans for use of VRP monies in the upcoming fiscal year, and any other issues or concerns identified by the Attorney General.

**First Year Participants**

In order to be eligible for the following fiscal year funding, agencies and courts that received funding for the first

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time in the current fiscal year, may be required to provide supplementary information in addition to the regular Performance Review that addresses the following:

- Responses to inquiries regarding victim service level and use of VRP funds .
- A detailed proposal for use of VRP funds .
- An explanation of how continued participation in the VRP will serve to facilitate compliance , enhance services, or increase the provision of victims' rights services .
- Any other issues or concerns identified by the Attorney General's Office .

**New Program Applicants**

New program applicants are agencies or courts that are eligible to receive victims' rights funding pursuant to the specifications in Section II of these Guidelines but are not current-year recipients of VRP funds.

Program applicants that submit new applications per the forms and instructions issued by the Attorney General may be awarded funds according to the following approach:

- The agency or court is mandated to perform certain duties pursuant to applicable sections of victims' rights statutes that, when implemented, imply a monetary impact.
- The agency or court has completed, signed and returned an application, including a list of warranties in accordance with guidelines and instructions set forth by the Attorney General's Office.
- Sufficient documentation and information are provided in the funding application for reviewers to determine
  - ? The extent to which an applicant is statutorily and financially affected by victims' rights laws.
  - ? The applicant's plan for the use of requested monies , if applicable, and the costs associated with plan activities.
  - ? Other funding and resources available to the applicant for the award period for which VRP funding is requested.

**Evaluation of New Program Applications**

Review of applications will encompass procedures to assess financial impact and need of entity, each entity's level of performance in implementing victims' rights statutes, and an evaluation of funding requests in relationship to applicant's plans for the efficient and effective use of funds to meet statutory obligations . The approach for evaluation is as follows:

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- Applications will be reviewed to assess applicant eligibility and compliance with Guidelines and instructions for reporting performance and cost data.
- The number of victims' rights services reported and the financial impact of those services will be reviewed and evaluated. Performance and cost data will be compared with data reported by like entities in previous funding award cycles.
- Each applicant's funding request in relationship to total funds available for award.
- Each applicant's evidence of the necessity of funding for developing additional activities that would increase the efficient or effective provision of crime victims' rights services.
- The reasonableness of each applicant's funding and budget requests in light of actual costs, projected costs, and financial support anticipated from other sources.
- The cost-effectiveness of the delivery of mandated services by each applicant.
- The accuracy and thoroughness of completed application.

**NOTE: NEW APPLICATIONS ONLY SOLICITED WHEN FUNDS ARE AVAILABLE.**

<b>VI. FUND AWARD PROCESS</b>
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1. The Attorney General notifies participants and applicants of funding awards.
2. The Attorney General solicits budget information.
3. Recipients complete and return budget proposals to the Attorney General.
4. Attorney General reviews budget proposals, ensuring that budgeted expenditures are reasonable and in compliance with VRP Guidelines, and issues funding agreements.
5. Recipients secure approval of VRP funding agreements from governing authority (City Council, Board of Supervisors, etc.), and return executed documents to the Attorney General.
6. The Attorney General issues award checks to recipients from whom signed agreements have been received. Award checks can be disbursed at one time or in semi-annually, quarterly or monthly intervals.

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**VII. BUDGET MODIFICATION REQUESTS**

**Budget modification requests** can be submitted at any time during the funding award period. However, requests must be received prior to the end of the fiscal year and should be done as soon as possible as approval is not guaranteed.

- If a budget modification request is for less than 10% of the total VRP award amount, and will be used among existing budget categories, a formal written request form is not necessary. However, to receive approval, the Attorney General's Office must be notified in writing of the proposed modification. All programs are limited to three modifications, of this type, per award period.
- If a budget modification request is for more than 10% of the total VRP award amount, involves a new budget category, or is in excess of the limit of three requests per award period, the Attorney General's Office must be contacted and a Budget Modification Form must be requested. The requesting agency must return the completed form to the Attorney General's Office for consideration. The agency will then be notified of whether or not the modification request will be approved.

**VIII. REPORTING REQUIREMENTS**

Pursuant to A.R.S. § 41-191.08(F), entities that receive victims' rights funding are required to complete and submit an annual report to the Attorney General documenting the expenditure of VRP funds and the level of service achieved in the funding year. The annual report must disclose any interest earned on VRP funds by the recipient during the fiscal year. Interest earned during the fiscal year must be applied to that year's VRP eligible expenses or be returned to the Attorney General.

**The Annual Report for the most recently completed fiscal year must be received by the Attorney General on or before the second Friday in August (reports must be post-marked on or before this date).**

The VRP Funding Agreements stipulate a financial impact penalty relative to subsequent fiscal year funding for failure to submit the annual report by the specified due date. The Attorney General may reduce VRP funding to a late-reporting agency or court in the next fiscal year according to the schedule below:

# Business Days Late	1 - 5 days	6 - 10 days	11 - 15 days	16+ days
-------------------------	------------	-------------	--------------	----------

**State of Arizona**  
**Office of the Attorney General**  
FY 2023 VRP Performance Review

---

% Reduction next FY	5%	10%	15%	25%

\*  I have read and understand the information provided above, and would like to continue to the Application.

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

Submitter's Name [Signature] Emergency Management

Date/Signature: [Signature]

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

Request approval to end the State of Emergency entered into on August 18<sup>th</sup>, 2022

BOS Meeting Date: November 2022

---

PRE-AGENDA ITEM REVIEW

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

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

Check if item does not require review

---

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

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

Check if item does not require review

---

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

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

Check if item does not require review

---

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

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

Check if item does not require review

---

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

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Apache County Emergency Management

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

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

Discussion and possible approval of an amendment to The Arizona Department of Homeland Security Grant SRA 200100-02 to change the period of performance from October 1, 2020 - June 30, 2022, to October 1, 2020 - August 31, 2022. This grant provided a backup generator for the Greens Peak tower and repeater. There was a generator supply back up causing the delay in installation. The date extension covers the date that the generator was installed.

BOS Meeting Date: November 2022

PRE-AGENDA ITEM REVIEW

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

Signature: 

Check if item does not require review

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

Signature: 

Check if item does not require review

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

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

Check if item does not require review

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

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

Check if item does not require review

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

**SUBRECIPIENT AGREEMENT Amendment #2**  
**20-AZDOHS-HSGP-200100-02**  
**Between**  
**The Arizona Department of Homeland Security**  
**And**  
**Apache County Emergency Management**  
**(UEI # DJ1FMTLJL4V6)**

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

Pursuant to Section XII of the Subrecipient Agreement between the Arizona Department of Homeland Security and the Subrecipient the following section of the above referenced Subrecipient Agreement is hereby amended as follows:

**II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS:**

This Agreement shall become effective on October 1, 2020 and **shall terminate on June 30, 2022.**

**SHALL BE CHANGED TO READ:**

This Agreement shall become effective on October 1, 2020 and **shall terminate on August 31, 2022.**

All other terms of the original Subrecipient Agreement remain effective.

In Witness Whereof, the parties have set their hands to this AMENDMENT as of the day and year herein indicated and agree that all parties are obligated to follow all terms and conditions of the original Subrecipient Agreement and are liable for all funds received by the AZDOHS.

**IN WITNESS WHEREOF**

The parties hereto agree to execute this Amendment.

**FOR AND BEHALF OF THE**

Apache County Emergency Management

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**FOR AND BEHALF OF THE**

Arizona Department of Homeland Security

\_\_\_\_\_

\_\_\_\_\_  
Date

***(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)***

**Any unauthorized changes to this document will result in termination of this award.**

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Community Development

Date/Signature: Melvin Jim Oct 20/2022

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

CONSENT- consideration and possible recommendation for approval of a Conditional Use Permit application to allow Barbara Bartels to place a 2023 24 x 48 manufactured home on her one-acre parcel to be used as her primary residence and making her current 600 square foot home a guest home. The Planning & Zoning Commission recommended approval on October 6, 2022. Property is located in Vernon, AZ A.PN. 106-56-011A. BOS Meeting Date Requested November 1, 2022

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

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



**CONDITIONAL USE PERMIT APPLICATION**

**APPLICANT**

Name Barbara Bartels  
 Mailing Address P.O. Box 685  
Vernon AZ 85940  
 Contact Person Mary Gilbert  
 Phone 928 853 8892 Fax NA  
 Email cordez18qv@gmail.com

**PROPERTY INFORMATION**

Assessor's Parcel # 106-56-011A  
 Township 33 Range 10N Section 33 5 909.01'  
 Subdivision N.A.  
 Unit # \_\_\_\_\_ Lot # \_\_\_\_\_  
 Address/Location 4 ACR N3351  
Vernon AZ 85940  
 Existing Zoning Agricultural  
 Existing Land Use Residential  
 Lot Size 1 acre

**CONDITIONAL USE PERMIT REQUEST**

Please provide a brief description of the request.

The applicant needs to move from a 600 sq. ft. Guest House to a manufactured 1,152 sq. ft. House. Do I have the Commission's approval?

Temporary Use:  Yes  No

**SUBMITTAL CHECKLIST**

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

**CERTIFICATION & SIGNATURE**

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

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

**Signature of Applicant**

Barbara Bartels Date 8/22/22

**Signature of Property Owner** (if not the applicant)

\_\_\_\_\_ Date \_\_\_\_\_

**OFFICE USE ONLY**

Received By [Signature] Date 8/25/22  
 Receipt # 1253 Fee 300  
 Permit # 2022-61  
 Related Cases \_\_\_\_\_  
 Appeal Filed By \_\_\_\_\_ Date \_\_\_\_\_  
 Receipt # \_\_\_\_\_ Fee \_\_\_\_\_

**COMMISSION ACTION**

Approved  with Conditions  Denied

Resolution # \_\_\_\_\_ Date \_\_\_\_\_  
 Chairman [Signature] Date 10/6/22

**BOARD ACTION**

Approved  with Conditions  Denied

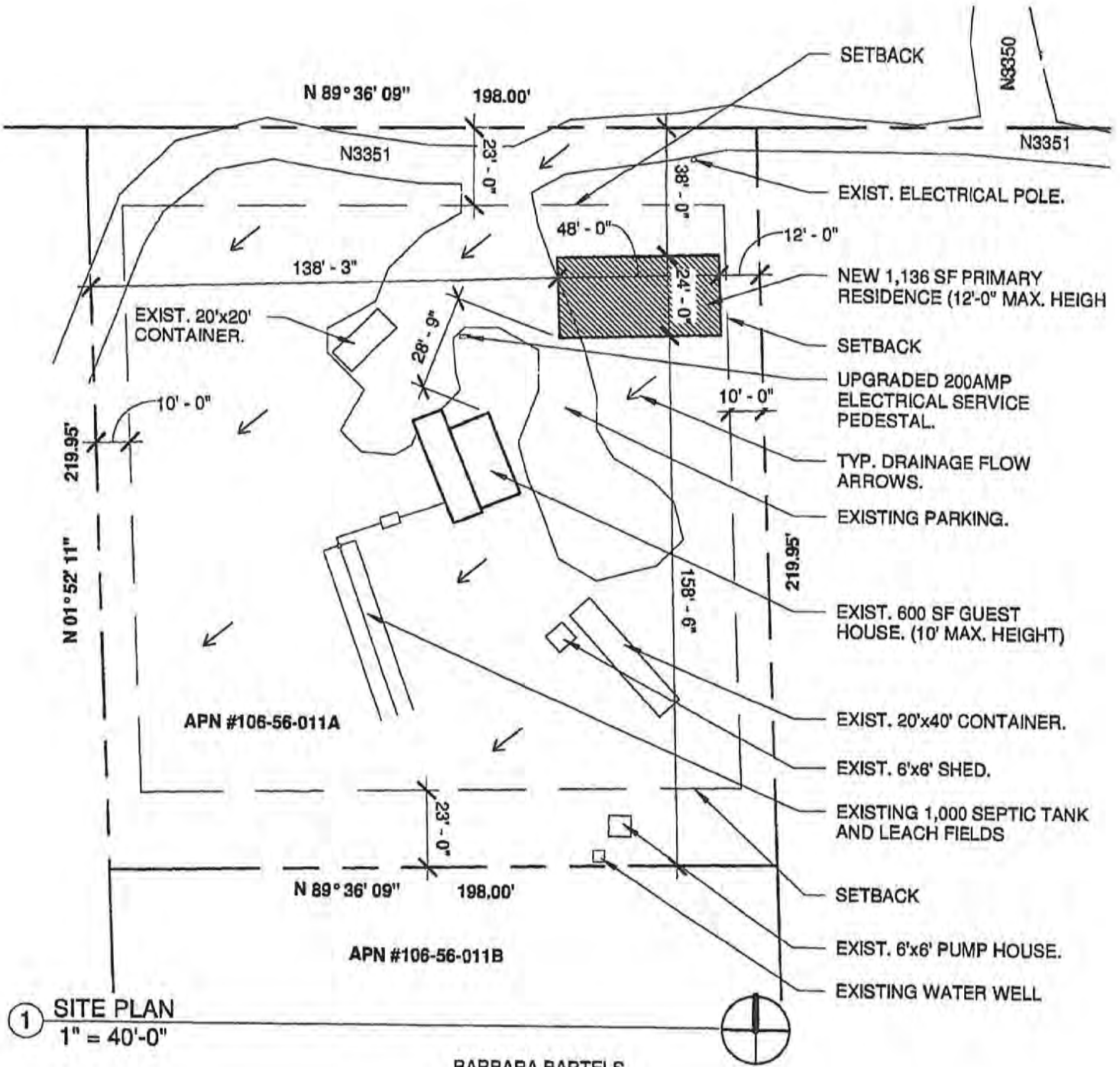
Ordinance # \_\_\_\_\_ Date \_\_\_\_\_  
 Supervisor \_\_\_\_\_ Date \_\_\_\_\_











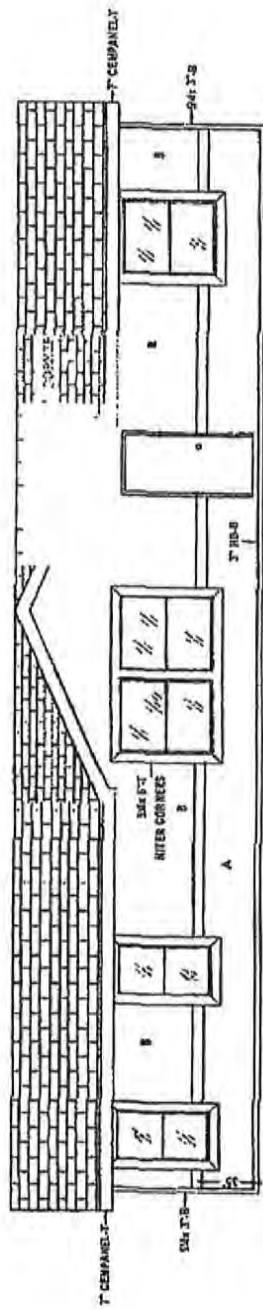
1 SITE PLAN  
1" = 40'-0"

BARBARA BARTELS  
4N 3351  
VERNON, AZ 85940

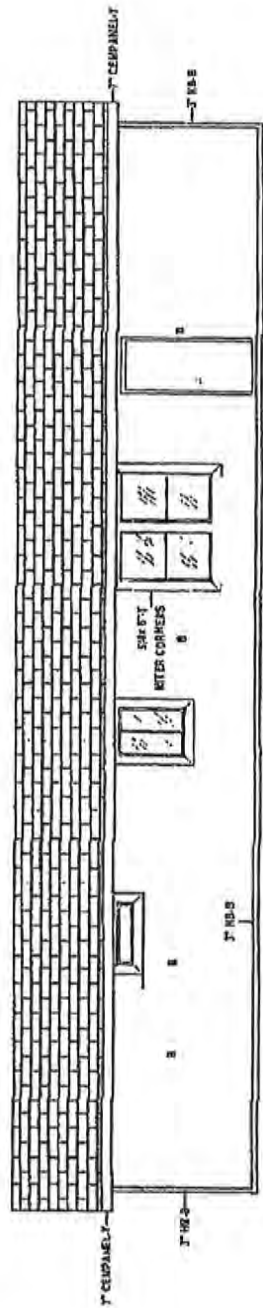
**ZONE:** AGRICULTURAL  
**SETBACKS:** 23'-0" FRONT AND REAR, 10' SIDES  
**LOT AREA:** 1.00 ACRE = 43,778 SQ. FT.  
**MAX. HEIGHT ALLOWED:** 35' - 12' PROVIDED  
**MIN. DISTANCE BETWEEN HOUSES:** 15'-0"

**AREA CALCULATIONS:**  
 SQ. FT. OF NEW RESIDENCE: 1,136 SQ. FT.  
 SQ. FT. OF GUEST HOUSE: 600 SQ. FT.  
 SQ. FT. OF CONTAINERS: 1,272 SQ. FT.  
 TOTAL SF: 3,008 SQ. FT.

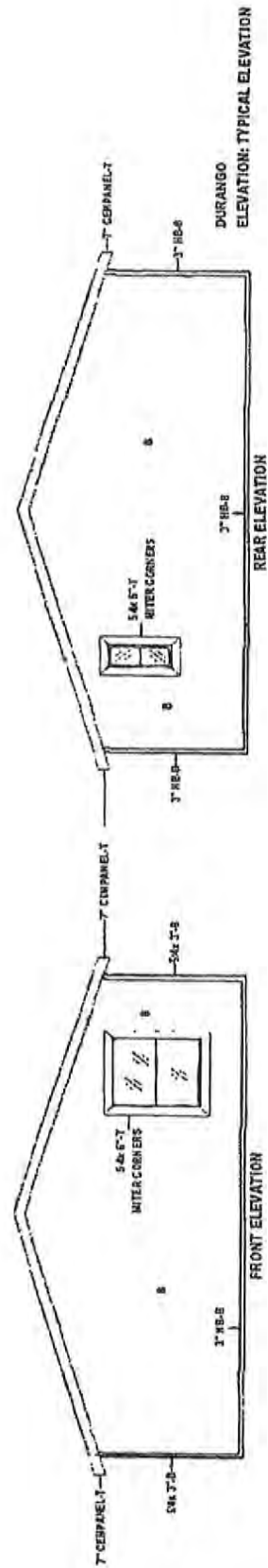
SITE PLAN FOR CONDITIONAL USE PERMIT  BARBARA BARTELS 4N 3351 VERNON AZ 85940	08/04/22	A-1
	1" = 40'-0"	
	SITE PLAN	



DOOR SIDE ELEVATION



OFF DOOR SIDE ELEVATION



DURANGO  
ELEVATION: TYPICAL ELEVATION

REAR ELEVATION

FRONT ELEVATION



**CAVCO INDUSTRIES**

**PRELIMINARY INVOICE**

2503 W. Durango  
 Phoenix, AZ 85009  
 Phone: 602-278-6584 Fax: 602-933-8079  
 a Cavco Company

Note: This Home may have used tires, rims and/or wheels which have been inspected relative to appearance and the applicable safety standards.

No 2021-632708-00

Date Shipped	Invoice Date	Brand Name / Model	Year Model
//	//	Dealers Network / 110DN24483A	2023
Serial Numbers	Total Width	Total Length	Bedrooms
CAV110AZ21-19958A	23' 8"	48' 0"	3
CAV110AZ21-19958B			2
	Total Weight		
	38,602		

Retailer **DEALERS NETWORK, LLC**  
 3165 S PRICE RD SUITE 100  
 CHANDLER, AZ 85248  
 Ph: 480-984-5100 Fax: 480-984-5182

Ship To **The Home Source, Inc.**  
 2250 E. Deuce of Clubs  
 Show Low, AZ 85901

ASN  
 Ron Armstrong

Purchase Auth./Verbal/P.O. Number  
 55832

Customer Name

**THIS HOME CONTAINS INSULATION AS FOLLOWS:** **BARBARA BARTELS**

Location	Ceiling	Wall	Floor
R-Value			
Approximate Yt101m300			

Part Number/Description	Quantity	Price	Extension
<b>110DN-Dealers Network-24483A</b>	1		
Package - Colossal	1.00	\$3,195.00	\$3,195.00
Package - Insulation - 80"	1,138.00	\$2.50	\$2,840.00
Carpet - Shake It Up	91.00	\$4.00	\$364.00
Carpet Pad - Omit	83.00	\$-0.80	\$-68.40
Floor Register - Toe Kick (Ea)	2.00	\$100.00	\$200.00
Foundation Ready	2.00	\$150.00	\$300.00
Door - Interior - 30"	6.00	\$75.00	\$450.00
Closet Rod - Additional	1.00	\$50.00	\$50.00
Base Cab Pull Out Shelf	4.00	\$60.00	\$240.00
Overhead Cab - Utility - 2 Door w/Rod	1.00	\$285.00	\$285.00
Base Cab - Drawer Bank in M/Bath	1.00	\$200.00	\$200.00
Levy - 36" High Cabinets in Master Bath	1.00	\$200.00	\$200.00
Base Cab - Drawer Bank in G/Bath	1.00	\$200.00	\$200.00
Shower - Glass Enclosure - 60" Bypass w/1/4" Glass	1.00	\$850.00	\$850.00
Toilets - Elongated - M/Bath	1.00	\$100.00	\$100.00
Toilets - Elongated - G/Bath	1.00	\$100.00	\$100.00
Ice maker - Plumbed & Installed	1.00	\$175.00	\$175.00
Sink - 8" Deep Stainless Steel	1.00	\$250.00	\$250.00
Dryer Vent Through Floor - Recessed Box	1.00	\$100.00	\$100.00
Ceiling Fan - Wire and Bracs Only - Additional	2.00	\$100.00	\$200.00
Light - Chandelier in Breakfast Area - DVS	1.00	\$50.00	\$50.00
Recept - Exterior - GFI - Add	1.00	\$105.00	\$105.00
Recept - Interior - GFI - Add	1.00	\$85.00	\$85.00
Dormer - 20'	1.00	\$1,895.00	\$1,895.00
Dormer - w/Increased Roof Load (per 10 LBS)	1.00	\$250.00	\$250.00
→ Roof Load - 40 lb	1,138.00	\$1.65	\$1,780.80
Exterior Trim - 5/4 x 6"	4.00	\$35.00	\$140.00
Door - Exterior - Fiberglass 9 Light 2-8 ILO Standard	1.00	\$250.00	\$250.00
Window - 36 x 8 Vinyl	1.00	\$150.00	\$150.00

**Misc. General Construction**

EXCHANGE PACKAGE DORMER FOR A 20' DORMER.

#4 ACR N-3351, VERNON, AZ July 16<sup>TH</sup> 2022 15.



INSTRUCTIONS FOR PREPARING A  
REPORT OF INSPECTION  
FOR AN ON-SITE WASTEWATER TREATMENT FACILITY

INSTRUCTIONS

Any person selling or transferring ownership of a property served by an on-site wastewater treatment facility (including a conventional septic tank system or and alternative on-site wastewater treatment facility) must retain a qualified Inspector to inspect the facility within six months prior to transferring ownership of the property (Arizona Administrative Code, A.A.C. R18-9-A316). See Figure 1.

An inspector that is qualified under A.A.C. R18-9-A316, must complete the attached *Report of Inspection* form, and provide it to the seller as required. If there is more than one on-site system in use on the property, the Inspector completes a *Report of Inspection* form for each system.

Before the transfer date (closing date) of the property, the seller provides the buyer with the completed *Report of Inspection* form and any other documents in their possession that relate to the permitting or operation and maintenance of the septic tanks systems or alternative on-site wastewater treatment facility. **DO NOT** submit this *Report of Inspection* form to ADEQ or the local county permitting agency. The Buyer retains this form after receiving it from the Seller.

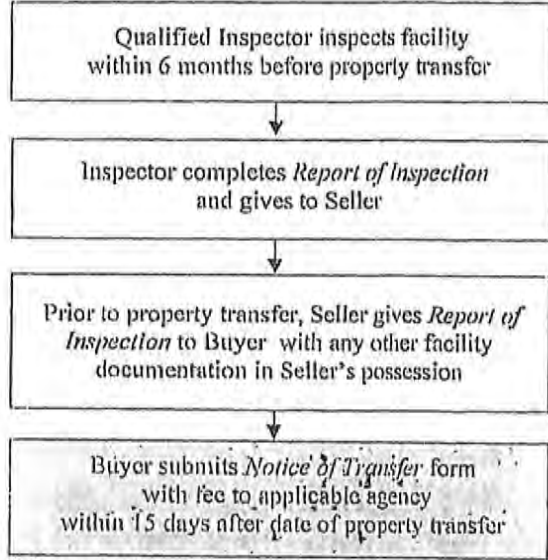


Figure 1. Flowchart of Notice of Transfer Process

Within 15 calendar days after the date of property transfer, the Buyer submits a complete *Notice of Transfer* form for the change of ownership, and files it with the applicable agency indicated in the *Notice of Transfer* instructions. Information from this *Report of Inspection* form is needed to fill out the *Notice of Transfer* that must be submitted by the Buyer. **Effective Feb. 2, 2007, you can file your *Notice of Transfer* online. Visit the ADEQ website at [https://static.azdeq.gov/forms/onsite\\_not.pdf](https://static.azdeq.gov/forms/onsite_not.pdf) for more information.**

Qualified inspectors are required to completely and accurately fill out this form to the best of their knowledge. The form has been updated to include:

Section 1 — Facility Information

Section 2 — General Treatment and Disposal Works

Section 3 — Design Flow and Septic Tank Sizing

Section 4 — Septic Tank Inspection and Plumbing: Complete this section if the site is served by a conventional system (septic tank to leachfield - 4.02 general permit) or if the septic tank is used with an alternative system.

Section 5 — Alternative System: Complete this section only if an alternative system is used at the site (4.03 – 4.22 general permit). This section can be combined with Section 4 if a septic tank is used.



106-56-011A  
TAX PARCEL NO.

JULY 16<sup>TH</sup> 2022  
DATE OF INSPECTION:

16.  
Initials of Inspector BA

**PROPERTY TRANSFER INSPECTION FORM**

Arizona Administrative Code R18-9-A303.B, -A304.A & C, -A309A, and -A316

Note: While this document is approved by ADEQ, it is intended to be used by contractors. ADEQ staff does not facilitate or perform property transfer inspections.

Property Name: \_\_\_\_\_  
Property Address: #4 ACR N3351 City: VERNON County: APACHE  
Seller/Transferor Name: BARBARA BARTELS  
Seller/Transferor Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

**Inspector Information**

Inspector Name: BARON LAETZSCH  
Company Address: 904 CAVALLO TRAIL City: SHOW LOW State: AZ ZIP Code: 85901  
Company Name: SAME

Inspector qualifications and proof of training:  
Check all that apply and provide answers as needed.

ADEQ-Recognized Course: N.A.W.T. Date Completed: JAN 2022

Professional Engineer  Registered Sanitarian  Wastewater Treatment Plant Operator  
(Expiration date: 6-2024) (Expiration date: \_\_\_\_\_) (Grade: \_\_\_\_\_)

Arizona Licensed Contractor for License Category: \_\_\_\_\_

Owner of pumper truck and ADEQ Truck Registration No: \_\_\_\_\_

Employee Name Performing Inspection: BARON LAETZSCH

**Records Obtained by Inspector**

Were there facility permit, construction and/or operational records available for the inspection?  Yes  No

Check all that apply:

- Discharge Authorization (or Verification) issued on or after January 1, 2001, pursuant to R18-9-A301(D)(2)(c) Permit No. \_\_\_\_\_
- Approval of Construction, or other official permitting documents issued by ADEQ or its delegated county agency before January 1, 2001, Permit No. \_\_\_\_\_
- Site plan, plot plan, "as-built" drawings, or similar documents
- Documents relating to operation and/or maintenance (alternative systems)
- Other: VACANT LOT FOR FUTURE 3 BEDROOM MFG HOME. THERE IS AN EXISTING ONE BEDROOM TRAILER/HOUSE CONNECTED TO THIS SYSTEM

**Cesspool**

Is a cesspool serving the property?  Yes  No

Use of a cesspool is VIOLATION OF A.A.C. R18-9-A309. A.4. A cesspool shall not be used for sewage disposal.

If a cesspool is found on a property subject to the Transfer Inspection, per R18-9-A316, the Inspector shall:

Disclose to the Buyer that the inspection no longer qualifies as an inspection for the Transfer of Ownership program and that ADEQ does not recognize a cesspool as a legitimate on-site wastewater treatment facility.

SIGNATURE OF INSPECTOR: Baron Laetzsch

DATE: July 16, 2022



106-56-011 A" TAX PARCEL NO.

July 16<sup>TH</sup> 2022 DATE OF INSPECTION:

Initials of Inspector

17. BA

Summary of Inspection

On-Site Wastewater Treatment Facility Inspection Overview

On-Site Wastewater Treatment Facility Serves (check all that apply):

[x] Residence/Dwelling [x] Single family [ ] Multi-family/Shared [ ] Commercial

Other (Explain):

Type of Facility (check all that apply):

[x] Conventional System [ ] Alternative System [ ] Gray Water System Observed

Number of On-Site Wastewater Systems on the property: ONE

Note: A separate Report of Inspection is required for each On-Site Wastewater System.

Age of inspected On-Site Wastewater Treatment Facility: 20 years

If estimated, explain how it was determined: AS PER OWNER'S STATEMENTS

On-site Wastewater Treatment Facility

Septic Tank Condition: [x] Operational [ ] Operational with concerns [ ] Not Operational (for details, see Sections 3 and 4)

Disposal Works Condition: [x] Operational [ ] Operational with concerns [ ] Not Operational (for details, see Sections 4.1)

Alternative System - On-Site System Condition: [ ] Operational [ ] Operational with concerns [ ] Not Operational (for details, see Section 5)

Alternative Disposal Works Condition: [ ] Operational [ ] Operational with concerns [ ] Not Operational (for details, see Section 5.1)

For any operational concerns see page 7 in the comments section.

1. Facility Information

A) Domestic Water Source:

[ ] Hauled Water [ ] Municipal System [ ] Private Water Company [ ] Shared Private Well [x] Private Well

If a well is nearby, state the distance from Well to Wastewater System Approx 108 FEET FROM TANK

B) Type of Wastewater Source:

[x] Residential [ ] Commercial [ ] Other 98 FEET TO END OF FIELD

C) Occupancy/Use:

[x] Full Time [ ] Seasonal/Part Time [ ] Vacant [ ] Unknown

2. General Treatment and Disposal Works

This system consists of the following systems and technology:

- GP 4.02 Conventional Septic Tank/ Disposal System
[x] Septic Tank
[x] Disposal Trench
[ ] Disposal Bed
[ ] Disposal by Chamber Technology
[ ] Disposal by Seepage Pit
GP 4.03 Composting Toilet
GP 4.04 Pressure Distribution System
GP 4.05 Gravelless Trench
GP 4.06 Natural Seal Evapotranspiration Bed
GP 4.07 Lined Evapotranspiration Bed
GP 4.08 Wisconsin Mound
GP 4.09 Engineered Pad System
GP 4.10 Intermittent Sand Filter
GP 4.11 Peat Filter
GP 4.12 Textile Filter



106-56-011A" TAX PARCEL NO.

July 16<sup>TH</sup> 2022 DATE OF INSPECTION:

Initials of Inspector

18.

BL

- GP 4.13 Denitrifying System Using Separated Wastewater Streams
- GP 4.14 Sewage Vault
- GP 4.15 Aerobic System
- GP 4.16 Nitrate-Reactive Media Filter
- GP 4.17 Cap System
- GP 4.18 Constructed Wetland
- GP 4.19 Sand-Lined Trench

- GP 4.20 Disinfection Device
  - GP 4.21 Surface Disposal
  - GP 4.22 Subsurface Drip Irrigation Disposal
  - GP 4.23 Design flow from 3,000 to less than 24,000 Gallons Per Day (4.23 GP)
- Is there a current Performance Assurance Plan?  
 Yes  No

3. Design Flow and Septic Tank Sizing

- A) Estimated Design Flow: 450 gallons per day  Unknown
- B) Basis for design flow:  
 Designated in permitting documents  
 Calculated or estimated based on (check all that apply):  
 Number of bedrooms for a dwelling: 3  
 Fixture count for a dwelling: \_\_\_\_\_  
 If not a dwelling: \_\_\_\_\_ gallons per day

- C) Evaluation of actual flow versus the design flow (determined in 1A):  
 Actual flow did not appear to exceed design flow  
 Actual flow may exceed design flow  
 Unknown

D) Inspector Comments: I CONDUCTED A 100 GALLON FLOW TEST ON THIS SYSTEM. GOOD FLOW IN & OUT OF TANK TO FIELD. THIS SYSTEM APPEARS TO BE OPERATING AS IT WAS DESIGNED.

4. Septic Tank Inspection and Pumping DESIGNED.

- A) How many septic tanks are associated with this onsite wastewater treatment facility?  1  2 or more
- B) Septic tank liquid level measured before pumping (measured in inches from the bottom of the tank)  
 Primary (Inlet) chamber: Scum thickness 1 Inches, Sludge thickness 0 Inches  
 Secondary (outlet) chamber: Scum thickness 0 inches, Sludge thickness 0 inches  
 Liquid level not determined

- C) Was each septic tank or other wastewater treatment container on the property pumped or otherwise serviced to remove, to the maximum extent possible, solid, floating, and liquid waste accumulations?  Yes  No  
 If yes, what is the name of the septic hauler company? \_\_\_\_\_

License number issued by ADEQ: \_\_\_\_\_

If no, select one of the following reasons pumping was not performed:

- A Discharge Authorization for the on-site wastewater treatment facility was issued and the facility was put into service within 12 months before the transfer of ownership inspection,
- Pumping or servicing was not necessary at the time of the inspection based on the manufacturer's written operation and maintenance instructions, or
- No accumulation of floating or settled waste was present in the septic tank or wastewater treatment container.

D) Indicate the date the inspection was performed. July 16<sup>TH</sup> 2022



106-56-011A" TAX PARCEL NO.

JULY 16<sup>TH</sup> 2022 DATE OF INSPECTION:

Initials of Inspector BY

19.

E) The Capacity of the septic tank is APPROX 1000 gallons, based on:  Measurement/dimensions of tank: \_\_\_\_\_  
 Volume Pumped  Estimate  Permit Document  
 Capacity not determined (Explain): \_\_\_\_\_

F) Septic tank material:  
 Pre-cast concrete  Fiberglass  Plastic  Steel  Cast-in-place concrete  
 Other (Describe): \_\_\_\_\_

G) Access openings in septic tank:  One  Two  Three  Other (Describe): \_\_\_\_\_

H) Septic tank lids & risers:  Present  Not Present  
If present, was the lid(s) securely fastened  Yes  No  
Note: Risers aide on-going system maintenance - minimum 20" diameter.

I) Number of compartments in septic tank:  One  Two  Other (Describe): \_\_\_\_\_

J) Was there evidence of a compromised tank (infiltration) or (exfiltration) of the septic tank?  Yes  No

K) Was there evidence of a septic tank deficiency? (Check all applicable deficiencies observed. Describe extent and location in comment section)  
 Root invasion  Exposed rebar  
 Cracks in tank  Damaged inlet pipe NONE FOUND  
 Damaged lids or risers  Damaged outlet pipe  
 Deteriorating concrete  Other concerns describe in inspector comments

L) Baffle/sanitary "T" material:  
 Pre-cast concrete  Fiberglass  Plastic  Clay  Could not be determined (explain in comments)  
Condition of baffles and sanitary "Ts": bet  
Inlet baffle or "T":  Present  Operational  Not operational  Not present  Not determined  
Outlet baffle or "T":  Present  Operational  Not operational  Not present  Not determined  
Interior baffle:  Present  Operational  Not operational  Not present  Not determined

M) Effluent filter (screen):  Present  Not Present  Serviced  Not serviced

Note: as of January 2001, effluent filters (screens) are required on all new septic tanks.  
Routine work recommended to maintain the facility (Some work may require a Construction Authorization from your local agency or ADEQ. Refer to A.A.C. R-18 A309 A.9.a and b and local codes as applicable).

Inspector comments, including all necessary routine work:  
OWNER - ADD EFFLUENT FILTER TO OUT GOING SIDE OF TANK

4.1. Disposal Works

Was the location of the disposal works determined?  
 Yes (see sketch on last page)  No (explain why): \_\_\_\_\_

Disposal works please indicate type:  
 Trench  Bed  Chamber  Seepage pit  Other: \_\_\_\_\_

Method of distribution  
 Diversion valve  Drop box  Distribution box  Manifold  Serial loading  
 Pressurized  Unknown ESJ



106-56-011A"  
TAX PARCEL NO.

July 16<sup>TH</sup> 2022  
DATE OF INSPECTION:

20.  
Initials of Inspector BL

Was the distribution component inspected?  Yes  No  
What type of material is the supply line made of:  PVC  Orangeburg  Tile  Other ABS  
Were inspection ports present in disposal works?  Present  Not present

If inspection ports are present:  
i) Number of ports: 2 WERE FOUND. OWNER SAID THERE ARE 3  
ii) Indicate depth (in inches) of liquid in each port (point of reference would be grade):  
3" Port 1 40" Port 2 \_\_\_\_\_ Port 3 \_\_\_\_\_ Port 4  
\_\_\_\_\_ Port 5 \_\_\_\_\_ Port 6 \_\_\_\_\_ Port 7 \_\_\_\_\_ Port 8

Was an operational (hydraulic load) test performed on the disposal works?  Yes  No

Was there evidence of a disposal works deficiency?  Yes  No  
(check all applicable deficiencies observed, describe as necessary in comment section).  
 Crushed outlet pipe  
 Root invasion  
 High water lines in tank indicating previous backups  
 D-box or valve not functioning properly  
 Surfacing over disposal works or from inspection ports NONE FOUND  
 Unusually lush vegetation over disposal works  
 Erosion over disposal works unusual settling  
 Ponding water in the distribution media  
 Animal intrusion  
 Operational (water loading) test failure  
 Could Not Determine

Were repairs or other maintenance recommended to disposal works as part of this inspection?  Yes  No

Inspector Comments:  
INSTALL A NEW EFFLUENT FILTER

I have inspected the physical and operational condition of the on-site wastewater treatment facility serving this property on the date indicated below. I have completed this Report of Inspection to the best of my knowledge, and have based the information contained in this form on observations and work performed at the time of inspection. However, this Report of Inspection does not imply nor guarantee any future performance of this facility in any way. By signing this form, I hereby verify that I have completed an ADEQ approved course and that I have personally witnessed and conducted the inspection of this property.

Signature: [Signature]  
Printed name: BARON LAETZSCH

Date: July 16<sup>TH</sup> 2022



106-56-011A" TAX PARCEL NO.

JULY 16<sup>TH</sup> 2022 DATE OF INSPECTION:

21. Initials of Inspector ISA

5. Alternative System

Alternative System should be evaluated by a qualified Inspector (A.A.C. R18-9 A316.B.1 through B.3) that possesses sufficient knowledge or has been trained by the product manufacturer to allow access to their systems without voiding the warranties.

Qualified Inspector: \_\_\_\_\_

Name of Manufacturer: \_\_\_\_\_

Model/Capacity: \_\_\_\_\_

Alternative System Information:

Type of Treatment Equipment Present: \_\_\_\_\_

Aerator is working properly?  Yes  N/A  No (explain in comments)

System appears to have been properly maintained?  Yes  No (explain in comments)

Pump Systems  Yes  No

Functionality:

Is pump operating properly?  Yes  No

High Level Alarm Works?  Yes  No

Alarms and pumps on separate circuits?  Yes  No

Is pump wiring protected?  Yes  No

Both Audible and visual alarm present?  Yes  No

Pump Cycle operating as designed?  Yes  No

Is there a riser to grade with secure lid?  Yes  No

Is tank watertight and structurally sound?  Yes  No

Is there a Check Valve & Purge/Vent Hole  Yes  No

Inspectors comments: \_\_\_\_\_

5.1. Alternative System Disposal Works

Was the location of the disposal works determined?

Yes (see location on sketch found on page )

No Explain: \_\_\_\_\_

Disposal works please indicate type:

Trench  Bed Chamber  Seepage pit  
 Drip  Low Pressure Pipe

Method of distribution

Diversion valve  Drop box  Distribution box  Manifold  Serial loading  
 Pressurized  Unknown  Other

If other than operational, (Explain): \_\_\_\_\_

i) Was the distribution component inspected?

Yes, describe method used: \_\_\_\_\_

No (Explain): \_\_\_\_\_

ii) Operational status of component:  Operational  Operational with concerns  Not Operational

Could not be determined (Explain): \_\_\_\_\_

What type of material is the supply line made of:

PVC  Orangeburg  Tile  Other \_\_\_\_\_



106-56-011A  
TAX PARCEL NO.

JULY 16<sup>TH</sup> 2022  
DATE OF INSPECTION:

Initials of Inspector

22.  
BY BL

Were inspection ports present in disposal works?  Present  Not present

If inspection ports are present:

- i) Number of ports: \_\_\_\_\_
- ii) Indicate depth (in inches) of liquid in each port (point of reference would be grade):  
 \_\_\_\_\_ Port 1    \_\_\_\_\_ Port 2    \_\_\_\_\_ Port 3    \_\_\_\_\_ Port 4  
 \_\_\_\_\_ Port 5    \_\_\_\_\_ Port 6    \_\_\_\_\_ Port 7    \_\_\_\_\_ Port 8

Was an operational (water loading) test performed on the disposal works?  
 Yes  No (Explain):

Was there evidence of a disposal works deficiency?  Yes  No

(check all applicable deficiencies observed, describe all in Comment section.)

- Crushed outlet pipe
- Root Invasion
- High water lines in tank indicating previous backups
- D-box or valve not functioning properly
- Surfacing over disposal works (soil treatment area) or from inspection ports
- Unusually lush vegetation over disposal works (soil treatment area)
- Erosion over disposal works (soil treatment area) or unusual settling
- Ponding water in the distribution media
- Animal intrusion
- Operational (water loading) test failure
- Other problems (describe): \_\_\_\_\_
- Could not determine (Explain): \_\_\_\_\_

Were repairs or other maintenance done to disposal works as part of this inspection?  Yes  No

Physical and operational condition of the disposal works, at time of inspection, appeared to be:  
 Operational  Operational with Concerns  Not Operational

Note: some repairs may require Construction Authorization from your local agency or ADEQ.  
Describe the process used and other Inspector comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I have inspected the physical and operational condition of the on-site wastewater treatment facility serving this property on the date indicated below. I have completed this Report of Inspection to the best of my knowledge, and have based the information contained in this form on observations and work performed at the time of inspection. However, this Report of Inspection does not imply nor guarantee any future performance of this facility in any way. By signing this form, I hereby verify that I have completed an ADEQ approved course and that I have personally witnessed and conducted the inspection of this property.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed name: \_\_\_\_\_

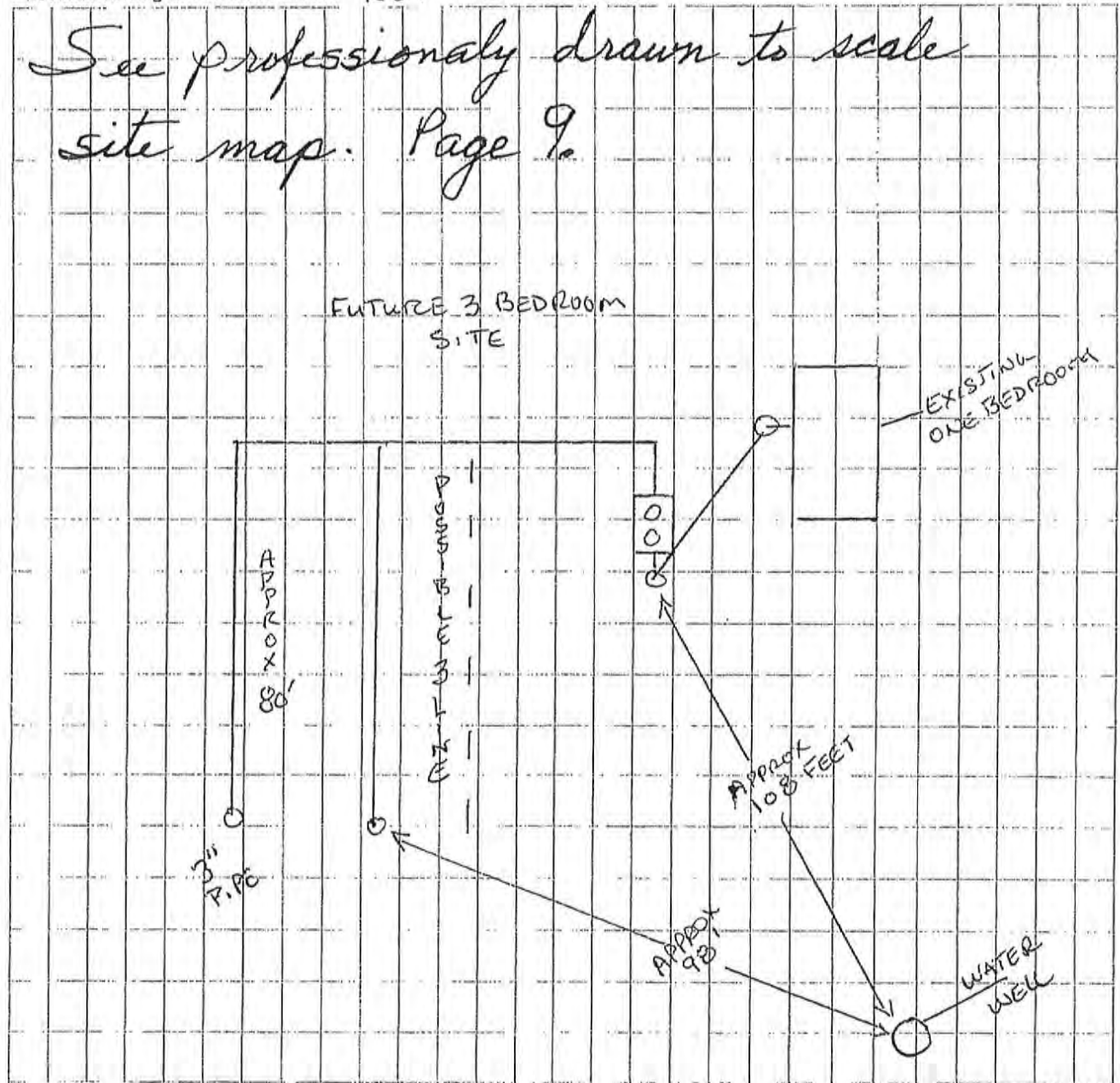
Alternative System Inspector:

Organization Responsible for Completing Inspection: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

REQUIRED SKETCH OF ON-SITE WASTEWATER TREATMENT FACILITY:

For reproducible results, show dimensions from structures that will not change, such as corners of the house. Triangulation may be used. Include measurements from property lines. All labeling must be legible. Show details, such as the road and North arrow, in relation to building corners to get the correct orientation. Show all located components. An acceptable As Built or Record Drawing can be substituted. NOT TO SCALE

See professionally drawn to scale  
site map. Page 9.



# NOTICE

THE APACHE COUNTY  
PLANNING & ZONING COMMISSION  
WILL HOLD A PUBLIC MEETING  
75 W. Cleveland Street,  
County Annex Board of Supervisors Room

Thursday, October 6, 2022

AT 1p

FOR THE PURPOSE OF  
CONDITIONAL USE PERMIT  
Place a second home on  
her one (1) acre parcel

FOR THE PROPERTY

DESCRIBED AS FOLLOWS:

PARCEL/REFERENCE NUMBER: 106-56-011A

LOCATION/LEGAL DESCRIPTION \_\_\_\_\_

Section: 33, Township: 10N

Range: 25E

ALL INTERESTED PERSONS ARE ENCOURAGED  
TO ATTEND THE PUBLIC MEETING

# HEARING







Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Community Development

Date/Signature: Meredith Fin Oct/20/2022

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

CONSENT- consideration and possible approval of a Conditional Use Permit application to allow Jeanne Begovac to place two additional park model homes and gas fire pits on her 3.48-acre parcel in the Hidden Paradise Annex subdivision to be used as guest homes for family and friends and also seasonal paying guests, from April to November. The Apache County Planning and Zoning Commission recommended approval on October 6, 2022. Property is located in Vernon, AZ A.P.N. 106-26-003D.

BOS Meeting Date Requested November 1, 2022

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

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



**CONDITIONAL USE PERMIT APPLICATION**

**APPLICANT**

Name Jeanne Begovac  
 Mailing Address Po Box 773  
Vernon, AZ 85940  
 Contact Person Jeanne Begovac  
 Phone 6023329849 Fax \_\_\_\_\_  
 Email jbegovac7@gmail.com

**PROPERTY INFORMATION**

Assessor's Parcel # 106-26-0030  
 Township 10N Range 24E Section 4  
 Subdivision Hidden Paradise Annex  
 Unit # \_\_\_\_\_ Lot # 2  
 Address/Location 17 N 8408  
Concho, AZ 85924  
 Existing Zoning O2.R  
 Existing Land Use vacant  
 Lot Size 3.48 acres

**CONDITIONAL USE PERMIT REQUEST**

Please provide a brief description of the request.  
allow 2 guesthouses  
(park models) in addition  
to primary home (1043  
manu. home)  
 Temporary Use:  Yes  No

**SUBMITTAL CHECKLIST**

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

**CERTIFICATION & SIGNATURE**

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

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

**Signature of Applicant**

[Signature] Date 8-22-22

**Signature of Property Owner (if not the applicant)**

Date \_\_\_\_\_

**OFFICE USE ONLY**

Received By [Signature] Date 8/22/22  
 Receipt # 2005 Fee 300  
 Permit # 2022-59  
 Related Cases \_\_\_\_\_  
 Appeal Filed By \_\_\_\_\_ Date \_\_\_\_\_  
 Receipt # \_\_\_\_\_ Fee \_\_\_\_\_

**COMMISSION ACTION**

Approved  with Conditions  Denied  
 Resolution # \_\_\_\_\_ Date \_\_\_\_\_  
 Chairman [Signature] Date 10/6/22

**BOARD ACTION**

Approved  with Conditions  Denied  
 Ordinance # \_\_\_\_\_ Date \_\_\_\_\_  
 Supervisor \_\_\_\_\_ Date \_\_\_\_\_

61

3123

3124

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3125

3126

3127

3128

61

17 N 8405 Concho AZ

3129

3130

Stanford General Store

61

E US Hwy 60

3131

60 Storage

3132

3133

3134

3135

3136

3137

3138

3139

3140

3141

3142

3143

3144

3145

Greenleaf Kennels

3146

3147

3148

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Songs Crossroad Storage & RV

3142






Angel Wings Assisted Living

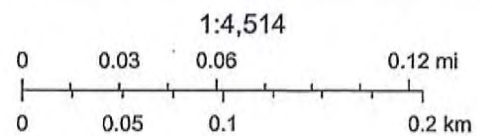


# Apache County Engineering

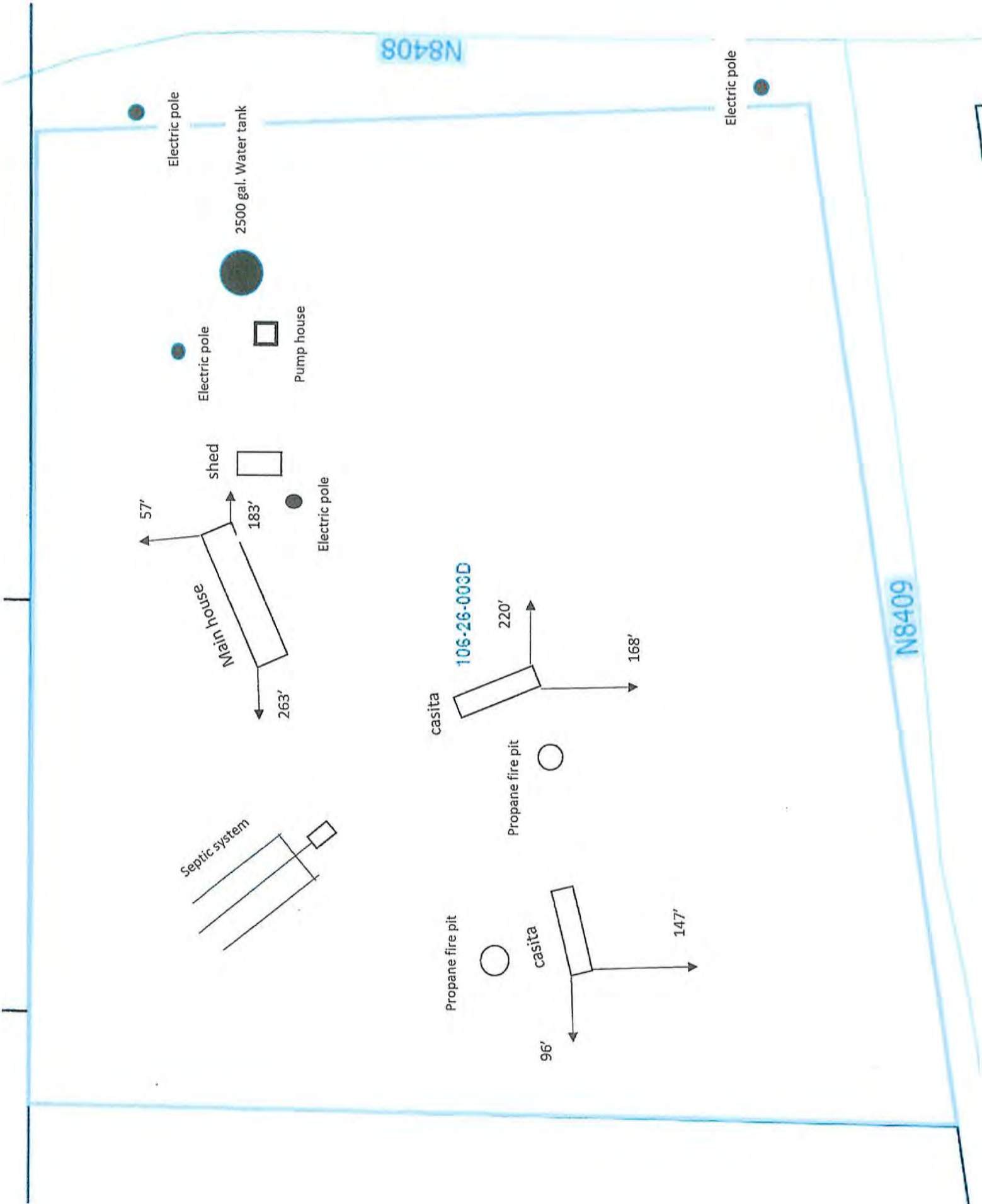


9/13/2022, 3:45:20 PM

-  Parcel
-  Highways
-  N Roads
-  Apache County
-  Passable



Maxar



N8408

N8409

Electric pole

Electric pole

2500 gal. Water tank

Pump house

shed

57'

183'

Main house

263'

Electric pole

106-26-003D

casita

220'

168'

Propane fire pit

Septic system

Propane fire pit

casita

96'

147'

Electric pole

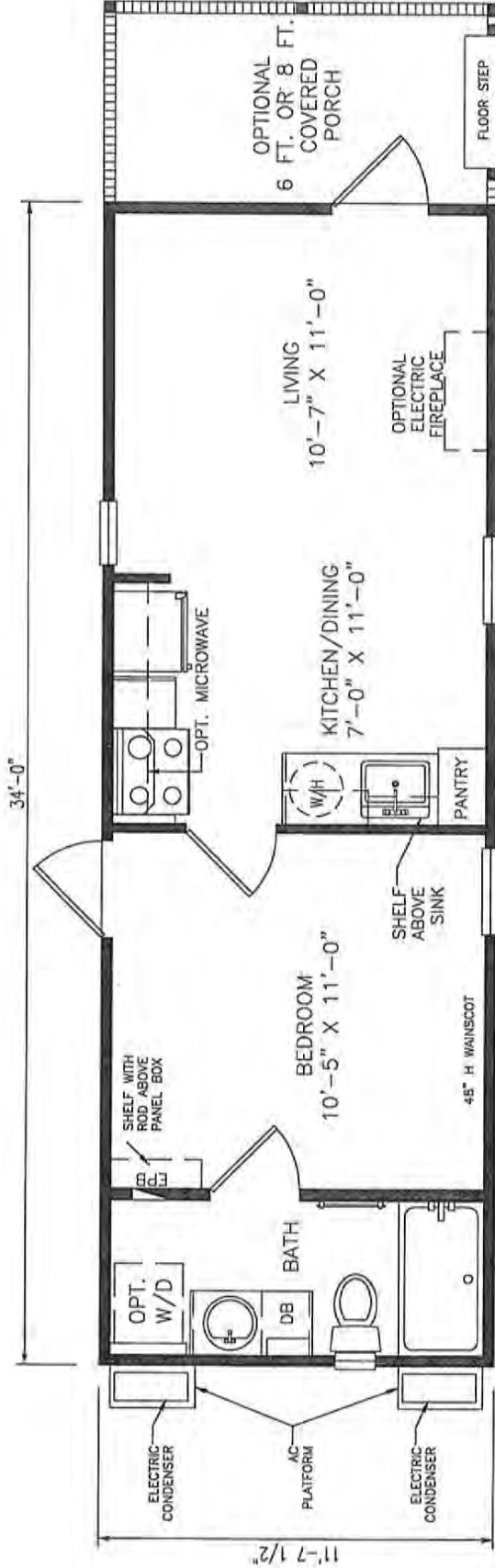
# Holman

Select Series - Single Section Series

395 SQ. FT. (Approximate) 1 Bedroom, 1 Bath



Last Updated: 6-1-22



**FACTORY SELECT HOMES**  
8610 E. Main Street  
Mesa, AZ 85207

**FactorySelectMobileHomes.com | 1-800-870-1464**

**IMPORTANT:** Alta Cima Corp reserves the right to modify, cancel or substitute products or features of this event at any time without prior notice or obligation. Pictures and other promotional materials are representative and may depict or contain floor plans, square footages, elevations, options, upgrades, extra design features, decorations, floor coverings, specialty light fixtures, custom paint and wall coverings, window treatments, landscaping, sound and alarm systems, furnishings, appliances, and other designer/decorator features and amenities that are not included as part of the home and/or may not be available at all locations. Home, pricing and community information is subject to change, and homes to prior sale, at any time without notice or obligation. ©2020 Alta Cima Corp. All rights reserved.

MANUFACTURED BY:



I authorize Factory Select Homes to build my house, per this plan.

X

Customer Signature/Date





APACHE COUNTY - NOTICE OF INTENT TO DISCHARGE - ON-SITE WASTEWATER TREATMENT SYSTEMS

JEANNE COPY

GENERAL INFORMATION

1. Project Name

Project Name: BEGOVAC SINGLE-FAMILY RESIDENCE(S)

2. Property Owner

(Check One)  Owner  Operator

Name: JEANNE BEGOVAC

Phone: 602 332 9849

Title:

Firm Name:

Mailing Address: PO Box 733

City: VERNON

State: AZ

Zip: 85940

Email: j.begovac@gmail.com

3. Contact Person/Agent (if different from applicant)

Name:

Phone:

Title:

Firm Name:

Mailing Address:

City:

State:

Zip:

Email:

4. Site Information

County: APACHE

City: HIDDEN PARADISE ANNEX PART OF LOT 2

Township: 10N

Range: 24E

Section: 4

Lat: 34.29395°N Long: -109.80541°W

Latitude: 34 ° 17 ' 37.9 " N

Longitude: 109 ° 48 ' 33.9 " W

Address: 19N 9409

Parcel Number: 106-26-003.D Size: 3.48 Acres

5. Existing Environmental Permits N/A

List any other federal or state environmental permits issued for or needed by the facility, including any individual permit, Groundwater Quality Protection Permit, or Notice of Disposal that may have previously authorized the discharge (attach additional pages if necessary)

SUPPLEMENTAL INFORMATION

6. Information and Submission Requirements (Check All Completed Items)

- Site Investigation Report per A.A.C. R18-9-A309(B)(1)
- Site Plan per A.A.C. R18-9-A309(B)(2)
- Agency review fee (see instructions)

7. Design Flow and Strength of Wastewater

A) Design flow per A.A.C. R18-9-A309(B)(3) 750 gallons per day MAIN HOUSE & GUEST HOUSE

B) The expected strength of the wastewater (if the strength exceeds the levels for typical sewage) is attached?  Yes

C) For single family dwelling, a list of the number of bedrooms and plumbing fixtures and corresponding unit flows used to calculate the design flow of the facility per A.A.C. R18-9-A314.

Wastewater Source	Number	Unit Flows used to calculate the design flow of the facility
Bedrooms	<u>5 (3+2)</u>	<u>150 GPD / BEDROOM</u>
Plumbing Fixtures	<u>16 (9+7)</u>	<u>32 FIXTURE UNITS</u>

DEPARTMENT USE ONLY

Floodplain Review: Out of Floodplain \_\_\_\_\_

Reviewed By: \_\_\_\_\_

Within Floodplain \_\_\_\_\_

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

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

State of Arizona )  
 ) ss.  
County of Navajo )

Affidavit of Publication  
[ ] Navajo [X] Apache

The Apache County Planning and Zoning Commission will hold a meeting on Thursday October 6, 2022, at 1:00 p.m. in the Board of Supervisors Room, located in the Apache County Annex at 75 W. Cleveland, St. Johns, Arizona, at which the Commission will hold a public hearing to consider and possibly approve the following items:

PUBLIC HEARING, consideration, and possible recommendation for approval of a Conditional Use Permit application to allow Barbara Bartels to place a 2023 24 x 48 manufactured home on her one-acre parcel to be used as her primary residence and making her current 600 square foot home a guest home. Property is located in Vernon, AZ A.P.N. 106-56-011A.

PUBLIC HEARING, consideration, and possible recommendation for approval of a Conditional Use Permit application to allow Jeanne Bogovac to place two additional park model homes and fire pits on her 3.48-acre parcel in the Hidden Paradise Annex subdivision to be used as guest homes for family and friends and also seasonal paying guests, from April to November. Property is located in Vernon, AZ A.P.N. 106-26-003D.

PUBLIC HEARING, consideration, and possible recommendation for approval of a Subdivision Major Plat Amendment application to allow Becky Ivins to split her 9.3-acre lot creating five (5) new lots; four (4) two acre lots and one (1) 1.32-acre lot. Property is located in the Hidden Paradise Subdivision in Vernon, AZ. A.P.N 106-25-010.

PUBLIC HEARING, consideration, and possible recommendation for approval of a Zone Change application to allow Sanjay Patel with Shilvam Enterprise, LLC to rezone their 50-acre parcel from agricultural general (AG) to general commercial (C2) for sale and future development.

\*Pursuant to the Americans with Disabilities Act, the Apache County Planning & Zoning endeavors to ensure the accessibility of its meetings to all persons with disabilities. If you need an accommodation for a meeting, please contact Shanna at (928) 337-7526, TDD (928)-337-4402 at least 48 hours prior to the meeting (not including weekends or holidays) so that an accommodation can be arranged. One or more members of the Commission may participate telephonically or through video communication.

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

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

Published in the White Mountain Independent: #150626, F, September 16, 2022

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

09/16/2022

White Mountain Independent

*Victoria Starns*

Sworn to me this

21<sup>st</sup> day of September A.D.

*Jenna Trout*

Notary Public



# NOTICE

THE APACHE COUNTY  
PLANNING & ZONING COMMISSION  
WILL HOLD A PUBLIC MEETING  
75 W. Cleveland Street,  
County Annex Board of Supervisors Room

Thursday, October 6, 2022

AT 1 pm

FOR THE PURPOSE OF  
CONDITIONAL USE PERMIT  
Add two (2) guest homes  
w/fire pits on 3.48-acres  
FOR THE PROPERTY

DESCRIBED AS FOLLOWS:

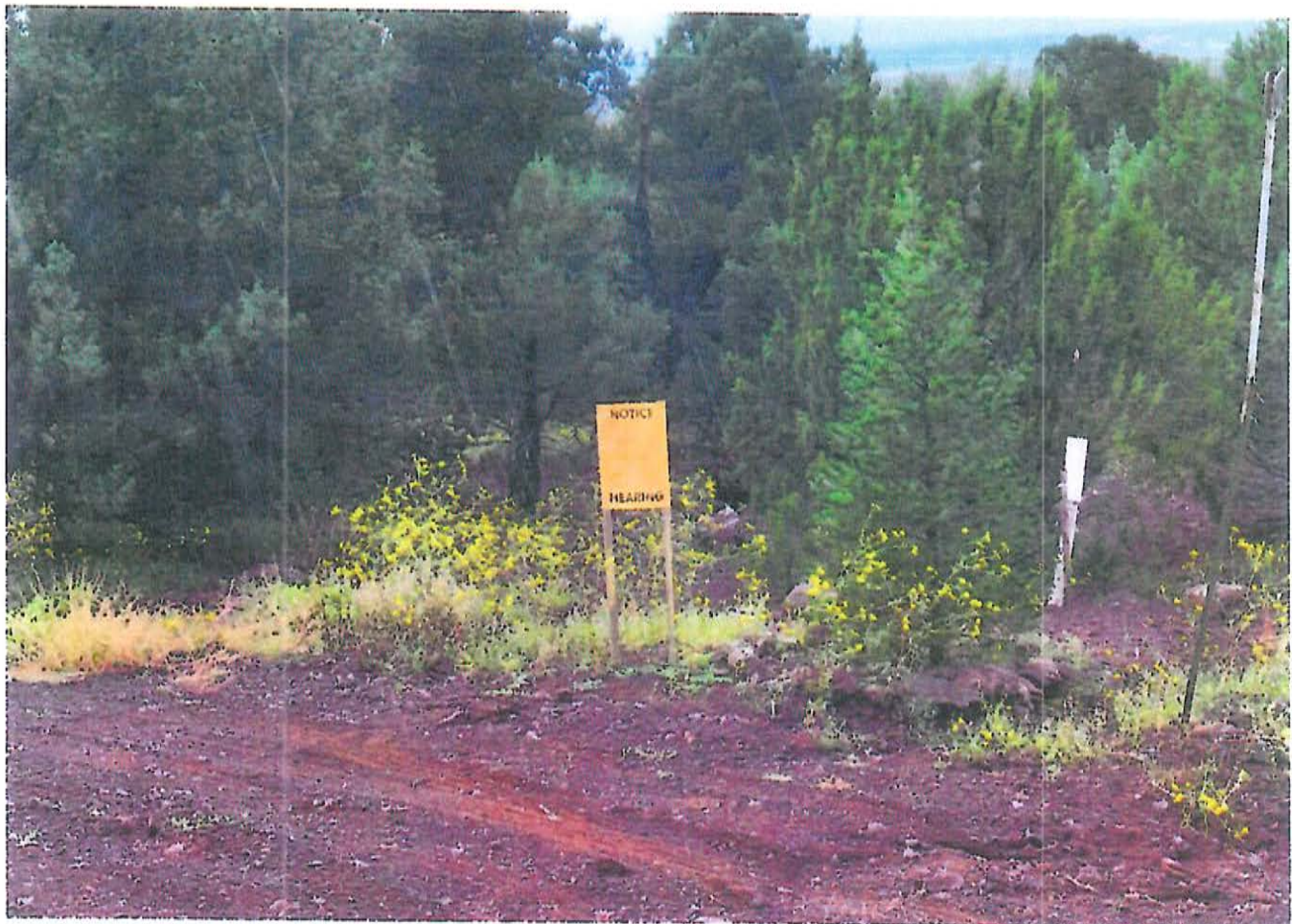
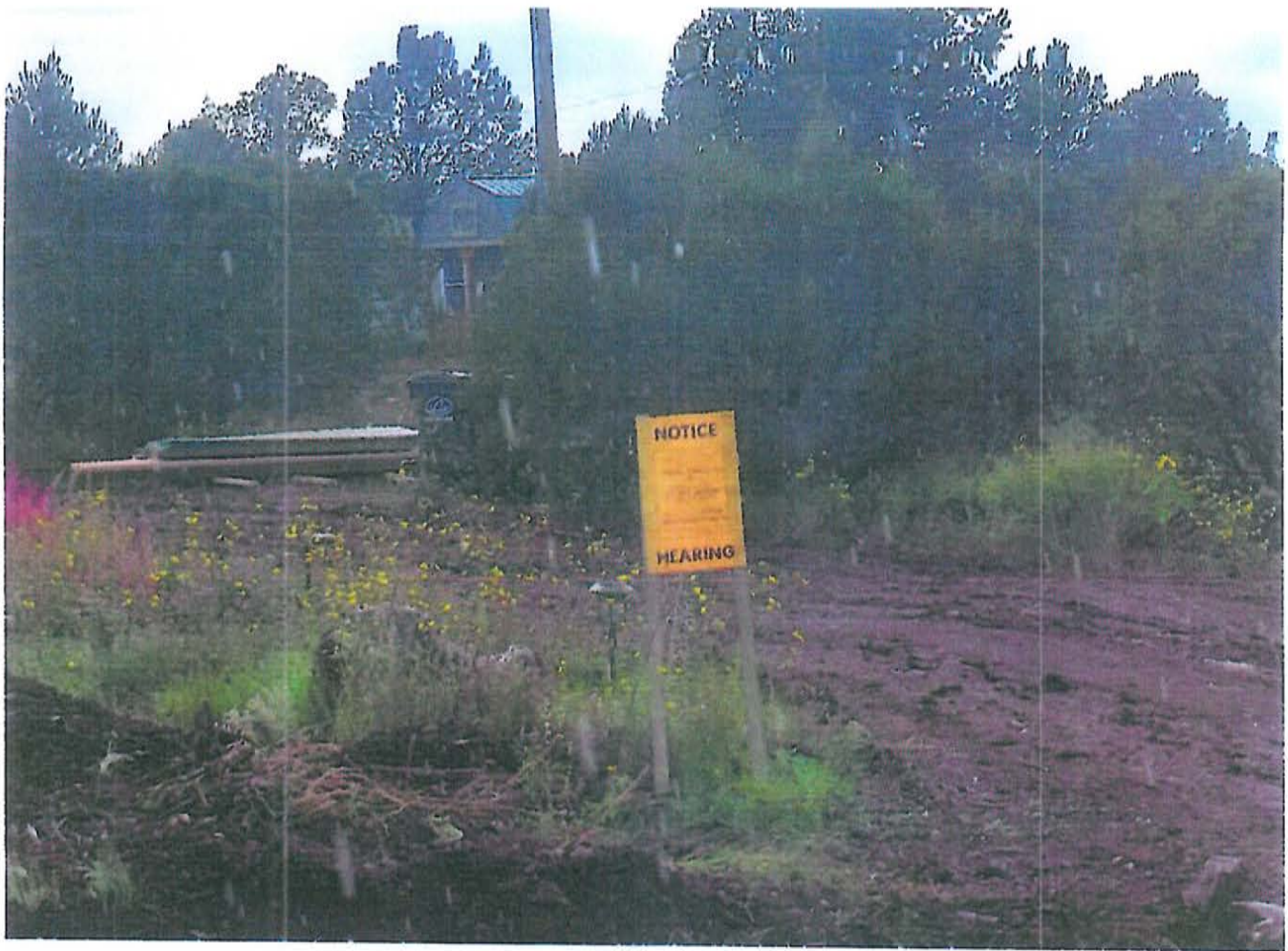
PARCEL/REFERENCE NUMBER: 106-26-003D

LOCATION/LEGAL DESCRIPTION

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

ALL INTERESTED PERSONS ARE ENCOURAGED  
TO ATTEND THE PUBLIC MEETING

# HEARING





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

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

County School Superintendent's Office

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

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

Discussion and possible approval of the Memorandum of Understanding between the Maricopa County School Superintendent's Office and the Apache County School Superintendent's Office for Maricopa County to host, manage, and support the financial system of record for the Apache County School Superintendent's Office. Maricopa County will provide services at no cost to Apache County.

BOS Meeting Date Requested 11-1-2022

**PRE-AGENDA ITEM REVIEW**

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

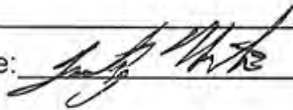
Legal Review: \_\_\_\_\_

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



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

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



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

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

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

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

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

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE MARICOPA COUNTY  
SCHOOL SUPERINTENDENT'S OFFICE AND APACHE COUNTY SCHOOL  
SUPERINTENDENT'S OFFICE**

**1.0 PARTIES**

1.1 This Memorandum of Understanding (MOU) between the Maricopa County School Superintendent's Office (hereafter referred to as MCSS) and Apache County School Superintendent's Office (hereafter referred to as ACSS) for the Management and Support of the Financial System of Record for the Apache County School Superintendent's Office (hereafter referred to as the Financial System).

**2.0 PURPOSE**

2.1 This Agreement outlines the responsibilities of each of the parties to manage the Financial System of record as part of the MCSS Financial System Support Consortium. The Parties agree to cooperate and assist each other in meeting the mutual obligations and duties of each office because it is good public policy.

**3.0 DEFINITIONS**

3.1 MCSS Financial System Support Consortium – is defined as districts who have entered into an agreement with MCSS to host their Financial System.

3.2 The System is defined as the hardware, financial software and associated hosted interfacing applications, as well as technical support that function as the financial system of record for ACSS as a participant in the Financial System Support Consortium.

**4.0 TERM OF AGREEMENT:**

4.1 This Agreement shall become effective upon execution of the last signer. The MOU renews automatically on July 1st of the ensuing year and expires June 30, 2024.

**5.0 RESPONSIBILITIES OF PARTIES**

**5.1 MCSS Responsibilities:**

5.1.1 Ensure that the system is kept current on software updates.

5.1.1.1 Not all released updates apply to or affect MCSS hosted entities, some minor releases may be skipped or delayed.

- 5.1.2 Ensure that the System is current with supported 3<sup>rd</sup> party products that the financial system requires.
- 5.1.3 Maintains the System hardware in good working order and provides sufficient disk space to allow ready access to at least 7 years of historical ACSS data.
- 5.1.4 Conduct scheduled software updates outside of normal business hours. Providing ACSS a minimum 48-hour advance notice, via email or other notification, of scheduled outage.
- 5.1.5 Backup all ACSS data nightly to disk and keep data for a period of at least 15 days before overwriting or deleting. Store monthly backup files for a period of 12 months. Store yearly backups to accommodate any applicable Public Records Retention Schedules. Provisional databases are not backed up due to their temporary nature.
- 5.1.6 Provide MCSS key application support personnel with unrestricted access to ACSS data for the purpose of resolving technical issues in the course of providing support.
- 5.1.7 Inform ACSS when any action taken by MCSS results in the modification of ACSS data.
- 5.1.8 Protect ACSS data against unauthorized access, following best practices of data security.
- 5.1.9 Allow contracted software vendors access to requested data for the purpose of resolving technical issues in the course of providing support.
- 5.1.10 Maintain System's Active Directory and security.
- 5.1.11 Provide ACSS with necessary instructions, documentation and licenses to ensure that ACSS users can connect to The System.

**5.2 ACSS Responsibilities:**

- 5.2.1 Provide MCSS with proper authorization for all user account updates for access to The System.
- 5.2.2 Inform MCSS of changes related to the termination of key personnel with access to The System in a timely manner.
- 5.2.3 Maintain and manage Users and User Roles in the financial system as applicable.
- 5.2.4 Maintain and manage all local security in the financial system as applicable.
- 5.2.5 Maintaining accuracy and integrity of all data within their databases.
- 5.2.6 Comply with all requests from MCSS made in good faith, related to processes or procedures to ensure data integrity and smooth operations.

5.2.7 Provide Internet connectivity and compatible equipment for all ACSS users of The System.

5.2.8 Notify MCSS as soon as possible about any conflicts that might arise due to scheduled system updates and discuss possible rescheduling.

## **6.0 TERMINATION**

7.1 Either party may terminate this Memorandum of Understanding any time upon delivering a written notice of termination to the other party one month (1) in advance of the requested date of termination.

7.2 This Memorandum of Understanding may be terminated by mutual written agreement of the parties specifying the termination date therein.

## **8.0 AMENDMENTS:**

8.1 Any changes to this Memorandum of Understanding shall be carried out in accordance with the following:

8.2 A written amendment, signed by both parties, to this agreement shall be required for every standard purpose listed below and all other purposes;

8.3 For any other changes in terms and conditions of this agreement which the parties deem substantial.

## **9.0 NOTICES:**

Communication and details concerning this Memorandum of Understanding shall be directed to the following contract representatives:

MC School Superintendent's Office,  
Mike Martinez  
4041 N. Central Ave., Suite 1200  
Phoenix, Arizona 85012  
602-506-3866

AC School Superintendent's Office  
Joy Whiting  
75 North 1<sup>st</sup> West  
PO Box 548  
St. Johns, AZ 85936  
928-337-7539

## **10.0 EMPLOYMENT DISCLAIMER**

10.1 This Memorandum of Understanding is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.

10.2 The Parties agree that there will be no discrimination as to race, sex, religion, color, age, creed, or national origin in regard to obligations, work, and services performed under the terms of any contract ensuing from this engagement. The Parties will comply with Executive Order No. 11246, entitled "Equal Employment Opportunity"

and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

**11.0 GENERAL INDEMNIFICATION**

11.1 Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury (including death) of any person or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

**12.0 FUNDING**

12.1 MCSS will support the requirements of this MOU at no cost.

**FOR AND ON BEHALF OF  
MARICOPA COUNTY SCHOOL  
SUPERINTENDENT:**

\_\_\_\_\_  
MCSS

\_\_\_\_\_  
Date

**FOR AND ON BEHALF OF  
APACHE COUNTY SCHOOL  
SUPERINTENDENT:**

\_\_\_\_\_  
ACSS

\_\_\_\_\_  
Date

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Sheriff's Office

Date/Signature: [Signature] 9/27/2022

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

Discussion and possible approval of the Governor's Office of Highway Safety DUI/impaired Driver Enforcement and Related Materials Supplies grant for \$3,500. This has been budgeted for in FY23.

BOS Meeting Date Requested 10/4/22

PRE-AGENDA ITEM REVIEW

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

Signature [Signature]

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

Signature [Signature]

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

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

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

**FAIN: 69A37523300004020AZ0**

**Assistance Listings: 20.600**

<b>1. APPLICANT AGENCY</b> Apache County Sheriff's Office		<b>GOHS CONTRACT NUMBER:</b> 2023-AL-002
<b>ADDRESS</b> 370 S Washington St. St. Johns, AZ 85936		<b>PROGRAM AREA:</b> 402-AL
<b>2. GOVERNMENTAL UNIT</b> Apache County		<b>AGENCY CONTACT:</b> John Scruggs
<b>ADDRESS</b> P.O. Box 428, St. Johns, AZ 85936		<b>3. PROJECT TITLE:</b> DUI Impaired Driving Enforcement
<b>4. GUIDELINES:</b> 402-Alcohol (AL)		
<b>5. BRIEFLY STATE PURPOSE OF PROJECT:</b> Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout Apache County.		
<b>6. BUDGET COST CATEGORY</b>		<b>Project Period</b> <b>FFY 2023</b>
<b>I. Personnel Services</b>		\$2,500.00
<b>II. Employee Related Expenses (40%)</b>		\$1,000.00
<b>III. Professional and Outside Services</b>		\$0.00
<b>IV. Travel In-State</b>		\$0.00
<b>V. Travel Out-of-State</b>		\$0.00
<b>VI. Materials and Supplies</b>		\$0.00
<b>VII. Capital Outlay</b>		\$0.00
<b>TOTAL ESTIMATED COSTS</b>		<b>\$3,500.00</b>
<b>PROJECT PERIOD</b>	<b>FROM:</b> Effective Date (Date of GOHS Director Signature)	<b>TO:</b> 09-30-2023
<b>CURRENT GRANT PERIOD</b>	<b>FROM:</b> 10-01-2022	<b>TO:</b> 09-30-2023
<b>TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$3,500.00</b>		

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

**PROBLEM IDENTIFICATION AND RESOLUTION:**

**Agency Background:**

Number of sworn officers: 23

Total Population in city/town or county: 66,050

Total Road Mileage: Highway: 1,438 Local: 800 Total: 2,238

	2020	2019	2018
Total Crashes	374	421	375
Total Injury Crashes	119	116	100
Total Fatal Crashes	24	34	29
Total Impaired-related Crashes	25	28	17
Total Impaired-related Serious Injuries	27	23	7
Total Impaired-related Fatalities	3	12	2
Total Speed-related Crashes	50	232	206
Total Speed-related Serious Injuries	11	64	55
Total Speed-related Fatalities	7	2	1

The data above represents: County  City/Town

**Agency Problem/Attempts to Solve Problem:**

Apache County is the longest county in the United States and one of the largest counties by area in the United States. Apache County is a rural county in which most of the population is widely dispersed. The population in Apache County is 66,050 residents. There were 374 motor vehicle crashes in Apache County in 2020. Impaired Driving was a significant factor in the 25 alcohol related accidents which occurred in Apache County in 2020 as 3 persons died and 27 persons were injured in Impaired-related Crashes. The four primary highways in Apache County currently experience a very high volume of vehicular travel as thousands of persons travel between the east and west coast of the continental United States. A significant percentage of these drivers are impaired and/or commit flagrant traffic violations which create unsafe conditions for the law abiding motorists.

**Agency Funding:**

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout Apache County.

**How Agency Will Solve Problem with Funding:**

The funding for law enforcement in Apache County is very limited. Currently the Apache County Sheriff's Office is funded for only twenty-three sworn Peace Officers. The Apache County Sheriff's office has a lack of resources and personnel so traffic enforcement which targets impaired driving is very limited. The GOHS Grant program has historically provided a significant boost in funds for traffic and impaired driver enforcement efforts. Apache County Sheriff's Office has effectively utilized these funds to enhance public safety on the roadways.

**PROJECT MEASURES:****Agency Goals:**

To decrease the number of impaired driving-related crashes 4% from 25 during calendar year 2021 to 24 by December 31, 2023.

To decrease fatalities in impaired driving-related crashes 30% from 3 in calendar year 2021 to 2 by December 31, 2023.

To decrease injuries in impaired driving-related crashes 4 % from 27 in calendar year 2021 to 26 by December 31, 2023.

**Contract Objectives:**

To participate in a minimum of 2 DUI saturation patrols per quarter during FFY 2023.

To participate in a minimum of 1 DUI task force operations per quarter during FFY 2023.

**Additional Contract Objectives:**

1. Apache County Sheriff's Office will establish a Phlebotomy Program. Personnel will attend ARIDE Training.
2. Increase Traffic Enforcement stops in order to detect and arrest impaired drivers. Increase the total number of traffic citations issued in order to enhance public safety.

**GOALS/OBJECTIVES:**

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout Apache County.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Impaired Driving Program goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program goal is to reduce the incidences of alcohol and drug related driving fatalities and injuries through enforcement, education, and public awareness throughout the State of Arizona. Law enforcement personnel participating in Impaired Driving Enforcement/DUI activities including, DUI Task Force details under this program, shall be HGN/SFST certified.

**MEDIA RELEASE:**

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of DUI/Impaired Driving in terms of money, criminal, and human consequences.

The Apache County Sheriff's Office will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Apache County Sheriff's Office to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

**PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.**

**METHOD OF PROCEDURE:**

The Apache County Sheriff's Office will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for DUI/Impaired Driving Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

**PRESS RELEASE:**

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

**BAC TESTING AND REPORTING REQUIREMENTS:**

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

**Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported.** Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

**PURSUIT POLICY:**

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

**METHOD OF PROCUREMENT:**

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Apache County Sheriff's Office documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

**State Contract:**

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

**PROJECT EVALUATION:**

This project shall be administratively evaluated to ensure the objectives have been met.

**Quarterly Report**

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
  - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1 <sup>st</sup> Quarterly Report and RCI (October 1 to December 31, 2022)	January 30, 2023
2 <sup>nd</sup> Quarterly Report and RCI (January 1 to March 31, 2023)	April 20, 2023
3 <sup>rd</sup> Quarterly Report and RCI (April 1 to June 30, 2023)	July 20, 2023
4 <sup>th</sup> Quarterly Report and RCI (July 1 to September 30, 2023)	<b>October 15, 2023</b>
Final Statement of Accomplishments	<b>October 15, 2023</b>

The Quarterly Report shall be completed on the form available on-line and can be submitted by email to the Governor's Office of Highway Safety.

**NOTE:** IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM. IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

**Note:** Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Joseph Dedman Jr., Sheriff, Apache County Sheriff's Office, shall serve as Project Director.

John Scruggs, Commander, Apache County Sheriff's Office, shall serve as Project Administrator.

Jodi Special, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs must be submitted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

**PROJECT MONITORING:**

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

**Types of Monitoring**

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

<b>Monitoring Schedule</b>	
<b>Total Awarded Amount:</b>	<b>Type of Monitoring:</b>
Under \$100,000	Desk Review, Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly

	Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCT's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

**Documentation**

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

**PROJECT PERIOD:**

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

**DURATION:**

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

**ESTIMATED COSTS:**

I.	Personnel Services (overtime)	\$2,500.00
II.	Employee Related Expenses (ERE 40%)	\$1,000.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
	<b>TOTAL ESTIMATED COSTS</b>	<b>*\$3,500.00</b>

\*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Apache County Sheriff's Office shall absorb any and all expenditures in excess of \$3,500.00.

**QUARTERLY ENFORCEMENT REPORT  
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
DRE Evaluations Conducted		
<b>TOTAL DUI ARRESTS</b>		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Citations		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

**CERTIFICATIONS AND AGREEMENTS**

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

**I. Project Monitoring, Reports, and Inspections**

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

**II. Reimbursement of Eligible Expenses**

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

### III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

### IV. Travel

#### In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

### V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

### VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

**VII. Non-Assignment and Sub-Contracts**

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

**VIII. Work Products and Title to Commodities and Equipment**

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

**IX. Copyrights and Patents**

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

**X. Uniform Administrative Requirements**

(2 CFR Part 1201): *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

**XI. Non-Discrimination**

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

**XII. Executive Order 2009-09**

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*, Executive Order 2009-09 is located in Part II of the Project Director's Manual.

**XIII. Application of Hatch Act**

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**XIV. Minority Business Enterprises (MBE) Policy and Obligation**

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

**XV. Arbitration Clause, ARS §12-1518**

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

**XVI. Inspection and Audit, ARS §35-214**

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

**XVII. Appropriation of Funds by U.S. Congress**

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

**XVIII. Continuation of Highway Safety Program**

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

**XIX. E-Verify**

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

**XX. Termination and Abandonment**

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

#### **XXI. Cancellation Statute**

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

#### **AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**

##### **Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

##### **Certificate of Compliance**

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

**Certification of Non-Duplication of Grant Funds Expenditure**

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

**Single Audit Act**

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

**Buy America Act**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

**Prohibition on Using Grant Funds to Check for Helmet Usage**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcycleists.

**Certification Regarding Debarment and Suspension**

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matter**

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Lower Tier Certification**

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

- debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
  - G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
  - H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  - I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**REIMBURSEMENT INSTRUCTIONS**

**1. Agency Official preparing the Report of Costs Incurred:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**2. Agency's Fiscal Contact:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

**3. REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

\_\_\_\_\_

Warrant/Check to be mailed to:

\_\_\_\_\_ (Agency)

\_\_\_\_\_ (Address)

\_\_\_\_\_ (City, State, Zip Code)

**4. Unique Entity Identifier:**

\_\_\_\_\_ (Unique Entity Identifier #)

\_\_\_\_\_ (Registered Address & Zip Code)

**Restriction on State Lobbying**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*Signature of Project Director:*

Joseph Dedman Jr., Sheriff  
Apache County Sheriff's Office

\_\_\_\_\_  
Date Telephone

*Signature of Authorized Official of Governmental Unit:*

Ryan Patterson, County Manager  
Apache County

\_\_\_\_\_  
Date Telephone





Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Sheriff's Office

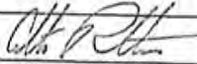
Date/Signature:  10/25/2022

Describe in detail what you want to say to the Board and what action you want the Board to take:  
Discussion and possible approval to purchase three (3) new sport utility vehicles for patrol operations  
by commissioned personnel using Sheriff's Office funds from Midway Chevrolet under GSA Contract  
# CTRO59230 in the amount of \$138,523.17.

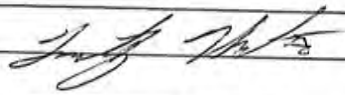
BOS Meeting Date Requested November 01, 2022

PRE-AGENDA ITEM REVIEW

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

Signature 

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

Signature 

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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



# ARIZONA STATE CONTRACT VEHICLE QUOTE

STATE CONTRACT # CTRO59320 New Vehicle Purchases  
 CRT041811 Med Duty & Cab Chassis  
 ADSP017-166122 Administration

QUOTE SENT TO: Tony Apache County

CONTRACT VEHICLE 2023 Chevrolet Tahoe SSV 4x4

QUOTE DATE: 10/24/2022

CONTRACT PRICE PER ATTACHED SPECS 2022 MSRP  
 \$ 50,320.00

Additional Options

Solar Tint Glass State Max %	Dealer	\$ 195.00
Contract Discount	21%	\$ (10,567.20)
2023 Model Adjustment	GM fleet Operations	\$ 2,516.00
Delivery	Dealer	\$ 135.00

Sub Total

	\$ 42,598.80
Sales Tax ( 8.3 %)	\$ 3,535.70
City of Phx 2022 Tax	\$ 34.89
Tire Tax	\$ 5.00
Plates	
Extended Warranty	

Capital Total Each Unit \$ 46,174.39

3 Units x 3

Total Capital for 3 units \$ 138,523.17

Quoted By: Gregg Ball  
 Midway Chevrolet Nissan Isuzu Truck  
 2323 W. Bell Rd  
 Phoenix, Az. 85023

Approximate Lead Time  
 TBD

[gball@vtain.com](mailto:gball@vtain.com)  
 Cell 602-733-2251

Stock quotes subject to prior sale

Quotes good through Manufactures current year build dates.  
 Please call with any questions or concerns.

Thanks for the opportunity!

Please ask for your Order Confirmation if a PO is generated from this quote!  
 Your order is not confirmed without the Factory conformation. Thank You

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

ENGINEERING

Date/Signature ~~2/17/22~~ 10.20.22

Describe in detail what you want to say to the Board and what action you want the Board to take: DISCUSSION AND POSSIBLE APPROVAL TO PURCHASE TWO (2) CATERPILLAR 420 BACKHOES FOR DISTRICT I FOR A TOTAL COST OF \$293,963.00 SOURCEWELL OMNIA CONTRACT #161534.

246,430

PRE-AGENDA ITEM REVIEW

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

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

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

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

Signature: 

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

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

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

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

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



JOE SHIRLEY  
APACHE COUNTY DISTRICT 1  
HIGHWAY 191  
CHINLE, AZ 86503

10/6/2021

Dear Joe, On behalf of Empire Machinery and Caterpillar Inc., we are pleased to quote the following.

## **New Caterpillar 420 BACKHOE LOADER, DELUXE CAB, 4X4, E-STICK, PLUMBED**

### **Standard Equipment**

#### **BOOMS, STICKS, AND LINKAGES**

##### **BACKHOE**

- 14'4" Center pivot backhoe
- 4.3 Meters
- Boom and swing transport locks
- Pilot operated backhoe and electro hydraulic stabilizer controls
- Street type stabilizer shoes
- Anti-drift hydraulics (boom, stick, and E-stick)
- Cat Cushion Swing(tm) system

##### **LOADER**

- Single Tilt Loader
- Lift cylinder brace
- Self-leveling loader with single lever control
- Return-to-dig (automatic bucket positioner)
- Transmission neutralizer switch
- Bucket level indicator

#### **POWERTRAIN**

- Water separator
- Thermal starting aid system
- Dry type axial seal air cleaner with integral precleaner
- Automatic dust ejection system
- Filter condition indicator
- Hydraulically boosted multi-plate wet disk brake with dual pedals & interlock
- Differential lock
- Torque converter
- Transmission-four speed manual shift
- Neutral safety switch
- Spin-on filters for

##### **Fuel**

##### **Engine oil**

##### **Transmission oil**

- Outboard Planetary Rear Axles
- Diesel particulate filter
- Hydrostatic power steering

#### **HYDRAULICS (Continued)**

- Pilot control shutoff switch
- Flow-sharing hydraulic valves
- Hydraulic oil cooler

#### **ELECTRICAL**

- 12 volt electrical start
- Horn, front and rear
- Backup alarm
- Hazard flashers/turn signals
- Halogen head lights (2)
- Halogen rear flood lights (2)
- Stop and tail lights
- Audible system fault alarm
- Key start/stop system
- 850 CCA maintenance free battery
- Battery disconnect switch
- External Power Receptacle (12v)
- Diagnostic ports for engine and machine Electronic Control Modules

#### **OPERATOR ENVIRONMENT**

- Interior rearview mirror
- ROPS canopy, Rear Fenders
- 2-inch (50mm) retractable seat belt
- Tilt steering column
- Steering knob
- Hand and foot throttle
- Automatic Engine Speed Control
- One Touch Low Idle
- Floor mat and Coat Strap
- Lockable storage area
- Air suspension seat

#### **FLUIDS**

- Antifreeze - Extended Life Coolant
- 20F (-30C)

#### **OTHER STANDARD EQUIPMENT**

- Standard Storage Box
- Transport tie-down points
- Ground line fill fuel tank with 42.3 gal (160L) capacity & 5 gal (19L) diesel exhaust fluid

## HYDRAULICS

- Pilot hoe and mechanical loader controls
- Load sensing, variable flow system with 43 gpm (162 L/min) axial piston pump
- 6 micron hydraulic filter
- Caterpillar XT-3 hose

### Configured as Follows

OPERATOR TRAINING, NO CHARGE  
PT, 4WD/2WS, POWERSHIFT  
HYDRAULICS, MP, 6FCN/8BNK, ST  
INCLUDES:  
COAT HOOK  
TILT/TELE STEERING COLUMN  
DISPLAY, STANDARD  
SEAT, DELUXE FABRIC  
AIR CONDITIONER, T4F  
TIRES, 340 80/18/500 70-24, MX  
STABILIZER PADS, FLIP-OVER  
BUCKET-GP, 1.5 YD3  
INSTRUCTIONS, ANSI  
RIDE CONTROL  
RADIO, FM BLUETOOTH  
AUTO-UP STABILIZERS  
GUARD, STABILIZER  
COUPLER, PIN LOCK, BL F

## OTHER STANDARD EQUIPMENT (Continued)

- Rubber impact strips on radiator guard
  - Safety Manual
  - Operations and Maintenance Manual
  - Lockable hood
  - Tire Valve Stem Protection
- STICK, EXTENDABLE, 14FT  
ENGINE, 74.5KW, C3.6 DITA, T4F  
CAB, DELUXE  
FRONT & REAR WINDSHIELD WIPER  
LED OVERHEAD LIGHT  
TWO 12V POWER SOCKETS  
WORKLIGHTS (8) HALOGEN LAMPS  
SEAT BELT, 3" SUSPENSION  
PRODUCT LINK, CELLULAR, PLE643  
COUNTERWEIGHT, 1015 LBS  
LOADER BUCKET PINS  
CUTTING EDGE, TWO PIECE,WIDE  
SERIALIZED TECHNICAL MEDIA KIT  
LINES, COMBINED AUX, E-STICK  
BATTERY, HEAVY DUTY  
PLATE GROUP - BOOM WEAR  
PACK, DOMESTIC TRUCK  
BUCKET-HD, 24", 7.3 FT3, PL

## Warranty

7 Yr 3500 Hr PT Hyd + Tech (WITH 12-MONTHS TRAVEL COVERAGE)

Powertrain+Hydraulic ESC Coverage includes Powertrain components (see below), as well as specified hydraulic system parts and components. Hydraulic components are associated with steering and implement control. COVERED Hydraulic/steering hoses & lines Hydraulic quick-couplers & swivels Hydraulic tanks/oil filter base Hydraulic pumps & motors Hydraulic valves & controls Hydraulic cylinders EXCLUDED Winch pumps & valves Hydraulic brake system parts Hydraulic actuated worktools & attachments

## Pricing Summary (DELIVERED APACHE COUNTY)

<b>Sale Price:</b>	\$138,661.79
<b>Sales Tax:</b>	\$8,319.71
<b>Net Total:</b>	<b>\$146,981.50</b>

If you have any questions regarding this information please call me at 928-205-8747. Thank you for allowing Empire Machinery to assist with your Caterpillar equipment needs.

Sincerely,

Greg Smith  
Account Manager

This quote is good for thirty days and prices are subject to change. All finance options are subject to credit approval. By purchasing goods or services from Empire, you agree to Empire's Terms ([www.empire-cat.com/sales Serviceterms](http://www.empire-cat.com/sales Serviceterms)), which are incorporated into this quote. Due to market issues outside of Empire's control, any tires listed on this quote may not be available at time of shipment. All tire makes, models and costs are subject to change.

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

ENGINEERING

*Dale House*

Date/Signature ~~2/17/22~~ 10.20.22

Describe in detail what you want to say to the Board and what action you want the Board to take: DISCUSSION AND POSSIBLE APPROVAL OF BID PROPOSAL 2022-05 FOR VERNON FUEL SYSTEM. *and accept the proposed price as there was only one proposer*

PRE-AGENDA ITEM REVIEW

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

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

Finance Review: \_\_\_\_\_  
Signature: *Judy [unclear]*

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

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

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

**APACHE COUNTY ENGINEER**

P.O. Box 238  
ST. JOHNS, ARIZONA 85936

FERRIN CROSBY, P.E.  
County Engineer

Telephone: (520) 337-4364  
Facsimile: (520) 337-2062

10/21/22

TO THE BOARD OF SUPERVISORS:

It is the recommendation of staff to award the bid proposal 2022-05 for Vernon fuel system. They <sup>was</sup> ~~are~~ the only <sup>one</sup> ~~bidder~~ proposer.

A&H CONTRACTING SERVICES

\$183,724.00

THANK YOU,

DALE HAUSER

Bid for: #2022-05

Bid Opening Date 10/19/22

Time: 2:00 pm

Present: BRIANNA Tolano

Dale Hansen

Monique Du Vair

Tabulating: DALE HANSEN

Vendor Name

Amount

A & H

\$183,724<sup>00</sup>

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_



P.O. Box 508 Queen Creek, AZ 85140  
Phone (480) 671-1036 Fax (480) 671-1032

October 19, 2022

Apache County  
75 W Cleveland St  
St Johns, AZ 85936

**PROPOSAL  
FUEL SYSTEM INSTALLATION AT THE VERNON YARD  
BID # 2022-05**

*A & H Contracting Services, Inc* is pleased to provide our proposal on the following:

Supply Labor and materials and equipment to provide one (1) 12,000 gallon above ground double wall fuel tank, two compartment consisting of 5000 gallon and 7000 gallon for diesel and unleaded. Fuel system includes all tank top equipment including but not limited to 1 1/2hp turbines with controllers, 2 inch solenoid valve, overfill prevention, clock gauge with alarm for level indication, remote fill boxes with 3 inch product piping, gasboy 2 product, 2 hose dispenser including 10:1 pulsers. Quote includes a tank slab with 4 inch bollards and 1 concrete drive pad. Price includes tank top electrical. customer is to bring all power to the tank slab. A & H will tie into provided junction box and will install conduit, wire, boxes and hook up for fuel system equipment. Includes obtaining a fuel system permit, scheduling inspections, system testing, purging and startup.

A & H Contracting is excluding EKOS Fuel Management System, there is not enough information provided in order for us to provide a quote.

<b>Total For Above Scope of Work</b>	<b>\$ 176,717.16</b>
<b>Sales Tax</b>	<b>\$ 7,006.84</b>
	<b>\$ 183,724.00</b>

**Exclusions & Clarifications:**

Concrete tank slab will be set on existing

Water to be provided on site

Restroom to be available at the site

Compaction tests by others.

If engineered drawings are required to obtain the permits, additional costs will apply.

All power & communication to be brought to the tank slab in a junction box, A & H will tie in and install runs for the fuel system equipment

All change orders will be discussed with the owner and a signed change order completed prior to starting additional work

Fuel for system testing, startup and operation provided by others.

***PLEASE NOTE: Customer acknowledges that prices for materials and energy, may increase from the quoted prices due to factors such as market conditions, shortages, fluctuations in prices, weather conditions, and other unforeseen events. Customer understands they will be responsible for paying any increases in such prices which are beyond the control of Contractor.***

**Underground Obstructions** such as unmarked sewer lines, water lines, electrical lines, natural gas Lines or any other service line broken during excavation shall be the customer's responsibility. Any underground obstruction whether natural or man-made, such as septic tanks, large rocks, extremely hard ground or concrete footings which require additional effort to remove or shore to insure safety will be removed at an additional cost to the customer.

**Terms & Conditions:** Prepayment for the fuel tank is required per the manufacturer, due at the time the order is placed. In order for the fuel equipment prices to hold, a 60% deposit is required at the time the order is placed. The balance of the project will be invoiced in progress draws, payment will be due upon receipt of the invoice. MasterCard, Visa are accepted, customer understands they will be assessed a service charge of 4% for any credit card payments. Any amounts due after 30 days will be assessed a service fee of 1.5% per month, customer understands they are responsible for payment of the fees and any collection costs. Plus applicable city and state tax on all quoted pricing

Your consideration is greatly appreciated. If you should have any questions or comments, please contact me at the above number.

Sincerely,

Cathy Acton

Acceptance By: \_\_\_\_\_

Dated: \_\_\_\_\_

DISPENSERS MUST BE EQUIPPED WITH 10:1 PULSARS.

APACHE COUNTY WILL IDENTIFY POWER SOURCE.

UNIT PRICE

176 717.16

SALES TAX (A 5% SALES TAX WILL BE ASSESSED  
TO ALL OUT OF STATE VENDORS)

7 006.84

6.1% Contracting

INSTALLATION AT THE VERNON ROAD YARD

Included

TOTAL BID PRICE

183 724.00

DELIVERY AND INSTALLATION  
TIME AFTER BID AWARD:

18-20 weeks  
currently

VENDOR NAME

A+ Contracting Services Inc

ADDRESS

PO Box 508, Queen Creek Az 85142

TELEPHONE

480-671-1036 FAX

AUTHORIZED SIGNATURE

[Signature]

DATE

10-19-22

FEDERAL ID #

86 09 299 35

CONTACT PERSON: DALE HAUSER (928)337-7531

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

ENGINEERING

*Dale Hansen*

Date/Signature 2/17/22 10.26.22

Describe in detail what you want to say to the Board and what action you want the Board to take: DISCUSSION AND POSSIBLE APPROVAL OF BID PROPOSAL 2022-06 FOR VERNON STEEL BUILDING and accept the proposed price as there was only one proposer *JH*

PRE-AGENDA ITEM REVIEW

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

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

Finance Review: \_\_\_\_\_  
Signature: *Judy*

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

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

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

# APACHE COUNTY ENGINEER

P.O. Box 238  
ST. JOHNS, ARIZONA 85936

FERRIN CROSBY, P.E.  
County Engineer

Telephone: (520) 337-4364  
Facsimile: (520) 337-2062

10/20/22

TO THE BOARD OF SUPERVISORS:

It is the recommendation of staff to award the bid proposal #2022-06 for Vernon steel building to GROVER HILLS

CONSTRUCTION LLC. They <sup>was</sup> ~~were~~ the only <sup>one</sup> ~~bids~~ proposer

GROVER HILLS CONSTRUCTION

\$ 352,924.92

THANK YOU,

DALE HAUSER



**Grover Hills Construction LLC.**

P.O. Box 852, St Johns, AZ 85936

(928)369-8945

groverhillsconstruction@gmail.com

October 19, 2022

Vernon Steel Building Bid Committee;

Please find the attached quote for the Vernon Steel Building including foundation, steel building, doors, and erection costs.

Bid is for a cleared level building site be provided with no obstructions, mud, rocks etc. 50 feet around structure.

Foundation floor height will be 12 inch above grade. Foundation to be accepted by a qualified county representative and signed off on before building erection will begin.

Cold weather concrete preparation and curing is added to bid. This is accomplished using Hydronic Surface Ground Heater and blanketing for cold weather concrete pouring. This is priced for a 14-day heater and blanketing period. 7 days subgrade preparation and 7 days for concrete curing. This cycle must be run back-to-back. Heater requires 2=110-volt power supplies. Foundation estimated timeframe is 4 weeks from the time mobilization starts to the time when the heater can be removed.

Building erection is estimated to be 6 weeks from foundation acceptance to erection completion. This will remain variable due to unforeseen weather conditions. No manlifts, cranes or telehandlers will be operated above recommended wind conditions.

Suggested start date December 1, 2022. Due to unforeseen winter weather conditions, date of building shipment start date will remain variable. Building will need to be on site to allow for project start (plans, anchor bolts and bolt templates). Completion of erected building is expected to be 14 weeks barring any weather conditions.

If no on-site power or water is available additional charge will be added over and above the proposal. Any hard dig (rock removal or hydraulic hammering) will be extra charge over and above the proposal.

All material is guaranteed to be as specified and above work to be performed in accordance per drawings and submitted specifications. Work will be completed in a workman-like manor according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the proposal. Material costs will remain variable until received due to variable material costs and shipping costs.

Thank you,

Brad Lee

Owner

Grover Hills Construction LLC.

## Grover Hills Construction LLC

DATE: 10/19/2022

PO Box 852, St. John's, AZ 85936  
 928-369-8945  
 groverhillsconstruction@gmail.com

EXPIRATION DATE 11/02/2022

TO Dale Hauser  
 Apache County  
 dlhauser@co.apache.az.us

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Brad Lee	Vernon Steel Building 2022-04-04	Due on receipt	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	60'x80' steel building monolithic foundation 2'x2' grade beam on exterior with 14 piers supports rebar to meet engineered foundations specs, concrete slab will be placed on 6" compacted AB subgrade, slab will be 6" in depth with a 2'x2' #4 rebar mat, all concrete will be 3500 psi with fiber mesh, relief joints will be saw cut.		\$90,490.00
1	Mueller 60'W 80'L 20'H Steel building, 5= 12'W 14'H roll up doors, 2= 3'x7' man doors		\$107,765.15
1	Labor and erection costs		\$98,930.43
1	Hydronic Surface Ground Heater and blanketing for cold weather subgrade preparation and concrete pouring		\$21,508.70
	Profit and overhead		\$34,230.64
	*Sales tax will be added to final invoice		

SUBTOTAL	\$352,924.92
SALES TAX	
TOTAL	

Quotation prepared by: \_\_\_\_\_

This is a quotation on the goods named, subject to the conditions noted below: Quote is subject to change if items are added or taken away. It does not include sales tax. Sales tax is depended upon the location of the build.

To accept this quotation, sign here and return: \_\_\_\_\_

**THANK YOU FOR YOUR BUSINESS!**

(915) 886-3383  
ext 8603



# Building Quotation

Steel Building Systems & Components

**Salesperson:** Jesse Carrera ext 8603      **Date:** 10/19/2022      **Quote #:** \_\_\_\_\_

### Submittals

- Mueller Supplied Components Designed to meet TX Windstorm Criteria
- See Additional Architectural Drawings
- Request for Pre-Express
- Request for Pre-Approved Custom

### Customer Data

**Customer:** Grover Hills Construction  
**Cust. No:** \_\_\_\_\_  
**Mail Address:** P O Box 852  
**City, State, Zip:** St Joshn, AZ 85936  
**Contact:** Brad  
**Day Phone:** 928-369 8945  
**Home Phone:** -  
**Cell Phone:** -  
**Fax:** -  
**Email:** groverhillsconstruction@gmail.com

**End User:** Grover Hills Constructio  
**Name:** Apache County  
**Jobsite Address:** \_\_\_\_\_  
**City, State, Zip:** Vernon, AZ 85940  
**County:** Apache  
**General Contr:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City, State, Zip:** \_\_\_\_\_  
**Customer Type:** \_\_\_\_\_

### Building Details

**Building Type:**     RF     SS     LT  
**Width:** 60.000'      **Peak Offset:** 30.000'  
**Length:** 80.000'  
**Sidewall Bay Spacing:** 4 @ 20.0000'

	Eave Ht	Roof Slope	Girt Type
Front Side:	<u>20.000'</u>	<u>2.000 in 12</u>	<u>ByPass</u>
Back Side:	<u>20.000'</u>	<u>2.000 in 12</u>	<u>ByPass</u>

Frame ID	Frame Type*	Col Type*	Rafter Type*	Frame Line	# Int Col's
<u>1</u>	<u>Rigid Frame</u>	<u>Tapered</u>	<u>Tapered</u>	<u>2 3 4</u>	<u>-</u>

\* May change due to engineering requirements

### Building Code (Provided by customer):    **Building Loads:**

**Design Code:** IBC'15  
**Closed/Open:** P  
**Exposure:** C  
**Importance - Wind:** 1.00  
**Site Class:** D  
**Importance -Seismic:** 1.00  
**Seismic Coefficient:** 0.39  
**Importance - Snow:** 1.00

**Dead Load:** 2.50 psf  
**Live Load:** 20.00 psf  
**Load Reduction:** Yes  
**Ground Snow:** 40.00 psf  
**Collateral:** 0.30 psf  
**Wind Load:** 115.00 mph

### **Other Loads:**

**Crane Load?**     Yes     No  
**Floor Load?**     Yes     No  
**Parapet / Mansard?**     Yes     No  
(Attach Separate Data Sheet)

Stepped elevations or structures within 20 feet?     Yes     No

**Building Use Classification:** Standard Building  
**Description of building use:** Shop

### Frame Coating

**Main Columns & Rafters**  
 Red oxide  
 Hot-Dipped Galv'd

**Purlins, Girts, Eave Struts**  
 Red oxide  
 Pre-Galvanized  
 Hot-Dipped Galv'd

**Door Framing**  
 Red oxide  
 Pre-Galvanized  
 Hot-Dipped Galv'd

**Base Angle**  
 Red oxide  
 Pre-Galvanized  
 Hot-Dipped Galv'd

**End Frames**

	Left	Right
Expandable	<input type="radio"/>	<input type="radio"/>
Non-Exp RF	<input type="radio"/>	<input type="radio"/>
Std. Endwall	<input checked="" type="radio"/>	<input checked="" type="radio"/>
CF Endwall	<input type="radio"/>	<input type="radio"/>

**Base Condition**

- Angle
- Trim
- Channel
- Girt
- GZ Base Fixtrue

**Wall Bracing**

- Roof:
- Left Endwall:
- Front Sidewall:
- Right Endwall:
- Back Sidewall:

**Bracing Details**

<b>Diagonal Bracing</b>
<b>Panel Shear</b>
<b>Other</b>
<b>Panel Shear</b>
<b>Other</b>

**Framed Openings**

Note: Bolted Clips

Wall	Bay	Open Width	Header Ht	Sill Ht	Offset
Front Sidewall	1	12.000'	14.000'	0.000'	4.000'
Front Sidewall	2	12.000'	14.000'	0.000'	4.000'
Front Sidewall	3	12.000'	14.000'	0.000'	4.000'
Back Sidewall	3	12.000'	14.000'	0.000'	4.000'
Back Sidewall	4	12.000'	14.000'	0.000'	4.000'

\*Note on framed openings: Mueller, Inc will supply the necessary reinforcement to brace framed openings against necessary loadings. If the size of the framed openings are specified by the customer, Mueller, Inc will not be responsible for adaptability of fit-up of items installed in these framed openings other than stock overhead doors supplied by Mueller, Inc

**Purlin Extensions**

Wall	Surface	Length	Soffit
None			

**Eave Extensions and Canopies**

Wall	Bay St	Bay End	Height	Width	Slope	Soffit
None						

**Open walls:**

\*Note: All open walls will contain necessary columns unless otherwise noted.

- |                 |                           |                                     |                |                           |                                     |
|-----------------|---------------------------|-------------------------------------|----------------|---------------------------|-------------------------------------|
| Left Endwall:   | <input type="radio"/> Yes | <input checked="" type="radio"/> No | Right Endwall: | <input type="radio"/> Yes | <input checked="" type="radio"/> No |
| Front Sidewall: | <input type="radio"/> Yes | <input checked="" type="radio"/> No | Back Sidewall: | <input type="radio"/> Yes | <input checked="" type="radio"/> No |

**Partial Walls and Wainscot:**

Wall	Wainscot	Bay Start	Bay End	Open Height	Base	Full Load
None						

**Liner Panel**

Location	Start	End	Height
None			

**Sheets & Trim**

Location	Color	Panel	Gauge	Quality	Trim
Roof	S Leather Brown	PBR	26	30 Yr.	Gable: S Leather Brown
Walls	S Leather Brown	PBR	26	30 Yr.	Eave: S Leather Brown
Soffit	---				Corner: S Leather Brown
Roof Liner	---				Jamb: S Leather Brown
Wall Liner	---				Liner: ---
Wainscot	---				Wainscot: ---

\* see specific details at www.muellerinc.com.

**Fasteners**

Roof	
Panel:	TEK1.25
Lap:	LAPTEK
Type:	Painted

Walls	
Panel:	TEK1.25
Lap:	LAPTEK
Type:	Painted

Soffit	
Panel:	--
Lap:	--
Type:	--

**Ridge Covering**

- Peak Sheets
- Ridge Roll

**Eave Condition**

- |  |  |
|--|--|
| Front Sidewall                             | Back Sidewall                              |
| <input type="radio"/> Gutter & Downspouts  | <input type="radio"/> Gutter & Downspouts  |
| <input checked="" type="radio"/> Eave Trim | <input checked="" type="radio"/> Eave Trim |

**Accessories**

\*\* All accessories need to be applied to the base price as shown on the pricing page. \*\*

Alt	Item Description	Quantity	Price		
Alt 1:	MUE RUD: MUE 12' X 14' W350 WHT	5	\$13,531.28	Accept	Decline
Alt 2:	STANDARD LOCKSET	2	\$37.08	Accept	Decline
Alt 3:	WD: 3X7 DOOR WHT W/LKS CUTOUT	2	\$559.64	Accept	Decline
Alt 4:	WD: 8 1/4" X 3'X 7' WHT KERF FRAME	2	\$475.36	Accept	Decline
			\$14,603.36		

Estimated Weight of Building: **40,067 lbs.**  
(Subject to change after the building is Engineered and Detailed)

**Special Requirements:**

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**Notes: Anchor Bolts are not included with this Quotation.**

**Estimated Base Building Price: \$86,500.00**

(FOB Ballinger TX, Accessories and Taxes are not included)

Accessories	<b>\$14,603.36</b>
Total without Tax (if applicable):	<b>\$101,103.36</b>
Estimated Tax: ( 5.60% )	<b>\$5,661.79</b>
Estimated Total with Tax (if applicable):	<b>\$106,765.15</b>
Estimated Delivery Charge to Destination	<b>\$1,000.00</b>
Estimated Total with Delivery and Tax *	<b>\$107,765.15</b>
Required Deposit:	<b>-\$27,000.00</b>
Estimated Balance Due per Terms & Agreement	<b>\$80,765.15</b>

\* Including tax if applicable

Delivery Option:  Direct Ship  Drop Ship  Branch Delivery  Common Carrier  
 Will Call

**Available Anchor Bolt Options:**

<u>Item Description</u>	<u>Quantity</u>	<u>Weight</u>	<u>Price</u>	<u>Accept</u>	<u>Decline</u>
Hex Anchor Bolt 5/8"x12"	36	37.44	\$ 210.96	Accept	Decline
Hex Anchor Bolt 3/4"x 15"	44	82.72	\$ 477.40	Accept	Decline
Anchor Bolt Ship to Branch	0	-	-	Accept	Decline
Anchor Bolt Ground Shipping	0		\$ 240.32	Accept	Decline
Anchor Bolt Overnight Shipping	0		\$ 1,441.92	Accept	Decline
Anchor Bolt Template Sets	0	26.18	\$ 177.66	Accept	Decline
Template Ship to Branch	0	-	-	Accept	Decline
Template Ground Shipping	0		\$ 52.36	Accept	Decline
Template Overnight Shipping	0		\$ 314.18	Accept	Decline

Thank you for the opportunity to quote this project. To place this building order, please contact us at 1-877-2MUELLER and a Purchase Agreement detailing your building requirements will be sent. If the information is correct, please sign the agreement and return with a 25% deposit of the total purchase price. Balance of the order will be due on delivery. The delivery date of your project will be determined by the date we receive your Purchase Agreement and deposit.

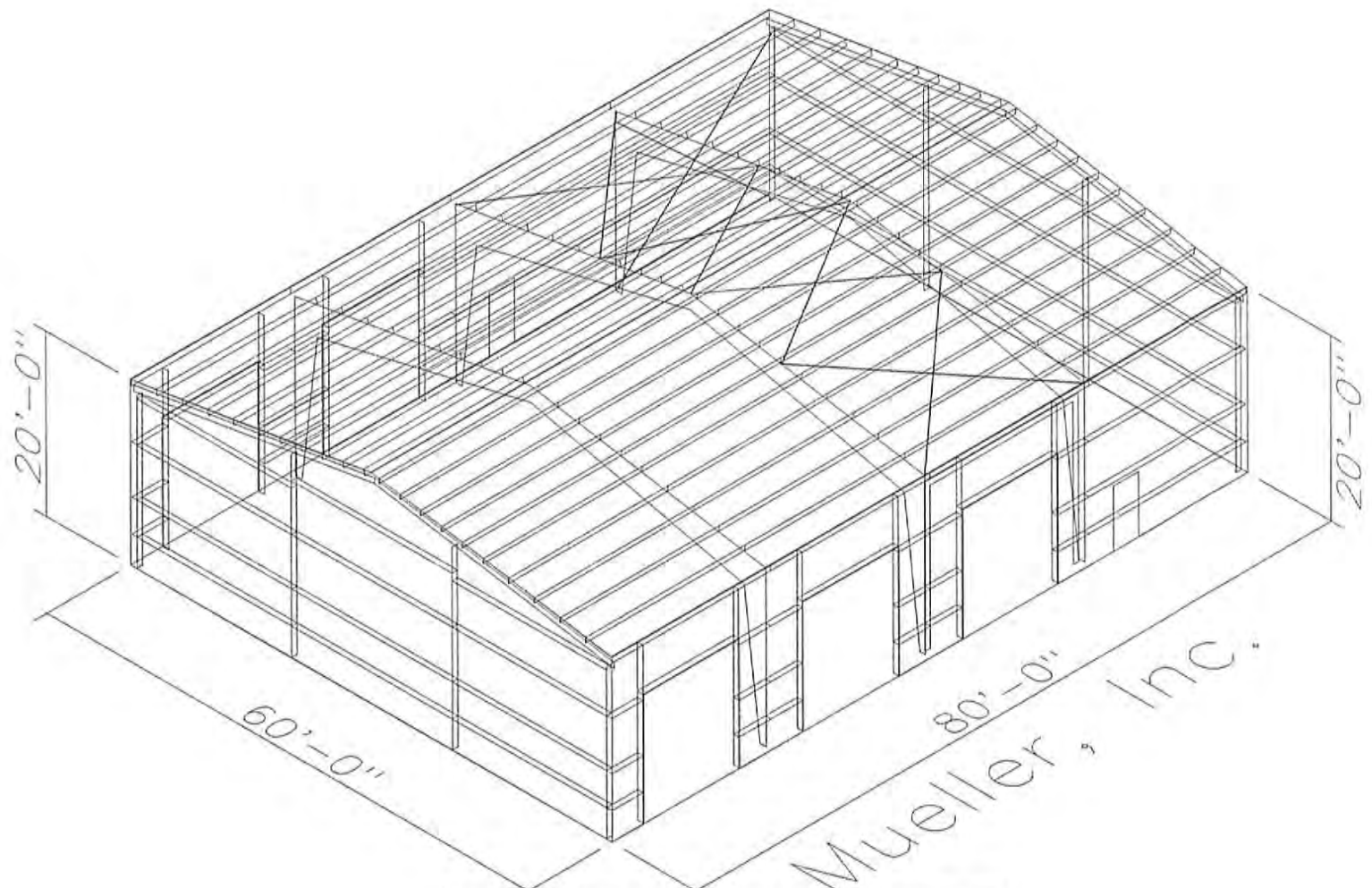
**Price Subject to Change without Notice**

- Quoted prices will be honored for 14 days unless specified otherwise by Mueller.
- Order pricing will be subject to price of steel increases if Customer delays Mueller's performance or if Customer does not take receipt of the materials within 30 days of the ready-to-ship or pick-up date.
- Pricing will not be affected if delivery schedule cannot be met by Mueller.
- Changes (change orders) applied to this Purchase Agreement will incur monetary changes, including but not limited to changes in scope of work and price of steel increases.

Thank you again for allowing Mueller to assist in this project.

Concrete slab and foundation engineering are the customer's responsibility to the extent required by local Codes and/or Ordinances.

MBS Version: 10/18/2022



Mueller, Inc.

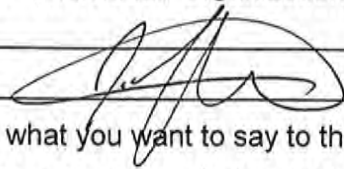
Unless noted, drawings are for conceptual purposes only. Please review for building dimensions and framed openings accuracy. All other aspects such as wall girt and roof purlin spacing, wind bracing locations, etc. may change during engineered design unless noted in the "Special Requirements" section of the contract.

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

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

Engineering

Date/Signature



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

Discussion and possible approval of a resolution to enter into a lease between the Navajo Nation and Apache County for Cottonwood/Tselani road yard..

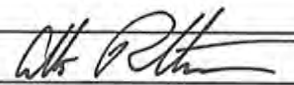
BOS Meeting Date Requested 11-1-2022

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:



Finance Review:

Signature:



Human Resources Review:

Signature:

Other Review:

Signature:

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

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

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

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

**BOARD OF SUPERVISORS  
OF APACHE COUNTY**

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

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



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

**A RESOLUTION AUTHORIZING AND APPROVING A LEASE TO APACHE COUNTY DISTRICT 2 FOR 4.36 ACRES AND RIGHT OF REASONABLE INGRESS AND EGRESS, SUBJECT TO ANY PRIOR VALID, EXISTING RIGHT-OF-WAY TO CONSTRUCT, OPERATE AND MAINTAIN APACHE COUNTY OPERATIONS INCLUDING ADMINISTRATIVE OFFICES AND MAINTENANCE BUILDINGS IN THE COTTONWOOD/TSELANI CHAPTER VICINITY, NAVAJO NATION (APACHE COUNTY, ARIZONA)**

2022-\_\_\_\_\_

**Whereas**, the Apache County Board of Supervisors, acting under its authority to authorize and approve the lease of real property for benefit and use of the County; and

**Whereas**, Apache County has requested a lease to use 3.00 acres, more or less of Navajo Nation Trust lands together with the right of reasonable ingress and egress, subject to any prior, valid, existing rights-of-way. The Navajo Nation and Apache County lease attached as **Exhibit "A"**; and

**Whereas**, the proposed lease site is located within the Cottonwood/Tselani Chapter boundaries in Cottonwood/Tselani (Navajo Nation & Apache County), Arizona. The location of the site is more particularly described on the legal description marked as **Exhibit "B"** containing 3.00 acre(s), And

**Whereas**, in 2000, the Intergovernmental Relations Committee of the Navajo Nation Council approved a lease renewal for Apache County in Cottonwood/Tselani, Arizona for the purpose of establishment and maintenance of the County offices to provide local governmental services to the Navajo people and for a warehouse, a road maintenance yard and other non-commercial purposes reasonably connected with the delivery of such County services. And,

**Whereas**, Cottonwood/Tselani Chapter determined that it is in the best interests of the Navajo Nation and the local community to support and encourage a lease agreement with Apache County in order to secure the continued benefits to the Navajo people and our community as citizens of Apache County attached hereto as **Exhibit "D"**.

**IT IS THEREFORE RESOLVED**, that Apache County District 2 approves and supports a lease to Apache County 3.00 acres of Navajo Nation Trust lands together with right of reasonable ingress and egress, subject to any prior valid, existing Right-Of-Way to construct, operate and maintain an Apache County operations including administrative offices and maintenance buildings in the Cottonwood/Tselani Chapter vicinity, Navajo Nation (Apache County), Arizona.

**IT IS THEREFORE RESOLVED**, that Apache County District 2 Cottonwood/Tselani Chapter hereby approves and authorizes the Navajo Nation and Apache County lease subject to, but not limited to, the Terms and Conditions in the Lease.

Approved this 1st day of November, 2022

NELSON DAVIS, Member of the Board

Attest:

Ryan Patterson  
Clerk of the Board

**NAVAJO NATION, THROUGH ITS  
COTTONWOOD/TSELANI CHAPTER AND  
APACHE COUNTY  
A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA  
COTTONWOOD/TSELANI OFFICE MASTER LEASE**

**THIS LEASE**, in quintuplicate, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the NAVAJO NATION, hereinafter called **Lessor**, whose address is P.O. Box 9000, Window Rock, Navajo Nation, (Arizona) 86515 and APACHE COUNTY and Apache County, by and through the Apache County Board of Supervisors, hereinafter called **Lessee**, whose address is P.O. Box 428, St. Johns, Arizona 85936, in accordance with the provisions of 2 N.N.C. § 695 (B)(4); and 25 U.S.C. § 415, as implemented by the regulations contained in 25 C.F.R. Part 162, and any amendments thereto relative to leases on restricted lands which by this reference are made a part hereof.

**1. DEFINITIONS.**

- A. "Hazardous Substance" means any "hazardous substance" as defined under the provisions of section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. 9601 (14), including all amendments or successors thereto, and "petroleum" as defined under the provisions of section 9001 (8) of the Resource Conservation and Recovery Act, 42 U.S.C. 6991 (8).
- B. "Storage Tank" means an "underground storage tank" as defined under the provisions of section 6991 (1) of the Resource Conservation and Recovery Act, 42 U.S.C. 6001 et seq., including all amendments and successors thereto, notwithstanding what per centum of volume is located beneath the surface of the ground.

**2. LEASE PREMISES (LEGAL DESCRIPTION).**

For and in consideration of the rents, covenants, agreements, terms and conditions contained herein, Lessor hereby leases to Lessee a tract or parcel of land situated within the Cottonwood/Tselani Chapter House boundary within Cottonwood/Tselani, Navajo Nation (County of Apache, State of Arizona) described as follows in Exhibit B:

### **3. USE OF PREMISES (PURPOSE).**

- A. Lessee shall develop, use and occupy the Leased Premises for the purpose of providing county and local governmental services to the residents of District Two, Apache County and for a warehouse , a road maintenance yard and other non-commercial purposes reasonably connected with the delivery of such county services and for the services of this State of Arizona, as provided by the Arizona Department of Economic Security.
- B. The Lease Premises shall not be used by Lessee for any purpose other than as provided in Paragraph (A), above except with the prior written consent of Lessor. The consent of Lessor may be withheld, granted or granted upon conditions, at the sole discretion of Lessor. In the event that the area described herein ceases to be used primarily as an office or related legitimate purpose for an uninterrupted period of six (6) months or more, then this Lease may be terminated by the Lessor.
- C. Lessee agrees not to use or permit to be used any part of the Leased Premises for any unlawful conduct or purpose.

### **4. TERM, OPTION OF RENEWAL.**

The term of this Lease shall be Fifty (50) years, beginning on the date this Lease is approved by the Cottonwood/Tselani Chapter. Lessee is hereby granted by Lessor an option to renew this lease for an additional term not to exceed Fifty (50) years upon the same terms and conditions herein contained.

In the event Lessee desires to exercise this option of renewal, Lessee shall give Lessor written notice of such renewal at least twelve (12) months prior to expiration of this lease and such renewal shall become effective upon the mailing of notice by Lessee and by depositing same in the United States mail, postage and addressed to Lessor at Window Rock, Arizona.

Unless cancelled by Lessor or terminated by Lessee at an earlier date, as hereinafter provided, this lease shall be for a term beginning with the date of approval shall continue for a period of Fifty (50) years.

### **5. RENTAL.**

In consideration of the foregoing and the covenants and agrees to pay Lessor, in lawful money of the United States, an annual rental of One United States dollar. In accordance with the provisions of 25 C.F.R. 162.5(b)(2) and 162.5 (b)(1), only nominal rental is provided for herein because this Lease is entered into with an agency of local government for a public purpose.

This Lease may be terminated by Apache County with one year prior notice.

### **6. CONDITION OF LEASED PREMISES.**

Lessee has examined and knows the Leased Premises and improvements thereon and accepts the same as-is. No representations as to the condition of the Leased Premises have been made by Lessor, any agent of Lessor or the United States prior to or at the time of execution of this Lease. Lessee warrants that it has not relied on any warranty or representation made by or on behalf of Lessor or the United States, but solely upon Lessee's independent investigation. This section shall in no way be constructed to prevent the Lessee from maintaining, improving or replacing, the existing structures on the property.

## **7. IMPROVEMENTS.**

- A. All buildings and other improvements now existing on the Leased Premises, shall remain on the Leased Premises after termination of this Lease.
- B. Lessee shall remove all removable personal property and trade fixtures prior to termination of this Lease. Should Lessee fail to remove said personal property and trade fixtures prior to termination of this Lease, said property shall thereupon become property of Lessor, and may be disposed of in any manner of Lessor.
- C. As used in this Section, the term "removable personal property" shall not include property which normally would be attached or affixed to buildings, other improvements or land in such a way that it would become a part of the realty, regardless of whether such property in fact is so attached or affixed.
- D. All Hazardous Substance, Hazardous Substance storage systems or conveyance facilities, including but not limited to Storage Tanks, placed on or under the Leased Premises are the property of Lessee and shall remain property of Lessee upon termination of this Lease. Within a reasonable time prior to termination of this Lease, Lessee shall remove any such substance or improvements, shall assess the Leased Premises for contamination, shall remediate all contamination, if any, and shall address any third party damages occasioned by any contamination or otherwise by the use or storage of such substances or improvements on the Leased Premises. Should Lessee fail to complete such responsibilities prior to the termination of this Lease, Lessee shall remain responsible therefore, and shall be required to post bond in an amount responsibly required to ensure that such responsibilities are completed within a reasonable time after termination of this Lease. This section is in no way intended to prevent the Lessee from storing and maintaining such chemicals and substances on the property which are necessary to the accomplishment of the purpose of this lease.

## **8. CONSTRUCTION, MAINTENANCE, REPAIR, ALTERATION.**

- A. All improvements placed on the Leased Premises shall be constructed with good workmanship, according to applicable laws and building codes of the Navajo Nation and Apache County. All parts of buildings or other improvements visible to the public or from adjacent premises shall present a pleasant appearance and all service areas shall be screened from public view.
- B. Lessee shall maintain the Leased Premises and all buildings and other improvements thereon and any alteration, additions or appurtenances thereto, in good order and repair and in a safe, sanitary and neat condition.
- C. Lessee shall have the right to make reasonable alteration, additions, repairs to buildings or other improvements on the Lease Premises as are necessary to complete the purpose of this Lease, including replacement of any building or structure as might be required, consistent with other provisions of this Lease.

## **9. UTILITY SERVICE LINE AGREEMENT.**

- A. Lessee specifically is authorized to enter into appropriate service line agreements with utility companies for the provision of utility services to the Leased Premises, including gas, water,

sewer, electricity, telephone, television and other utilities without further consent by Lessor, on the conditions that:

1. Such agreements are for the sole purpose of supplying utility services to the Leased Premises; and
  2. Such agreements authorize utility service lines only within the Leased Premises; and
  3. Such agreements do not extend beyond the term of this Lease; and
  4. Executed copies of such agreements, together with plats or diagrams showing with particularity the location, size and extent of such service lines are filed by the utility companies with Lessor and the Secretary within thirty (30) days of their execution; and
  5. Such agreements are otherwise in accordance with the provisions of 25 C.F.R. § 169.22, including any amendments or successors thereto.
- B. Nothing contained herein shall be construed to limit the right of Lessor to enter into service line agreements with utility companies authorized to operate on the Navajo nation for service lines across the Leased Premises, provided that such services lines do not unreasonably interfere with Lessee's use of the Leased Premises, nor otherwise to affect the Rights-Of-Way reserved to Lessor in Section 2 of this Lease

#### **10. LIENS; TAXES AND ASSESSMENTS; UTILITY CHARGES.**

- A. Lessee shall not permit any liens arising from any work performed, materials furnished, or other obligations incurred by Lessee to be enforced against the Leased Premises, any interest therein or improvements thereon. Lessee shall discharge all such liens before any action is brought to enforce same.
- B. Lessee shall pay, before becoming delinquent, all taxes, assessments and other like charges levied upon or against the Leased Premises, any interest therein or improvements thereon, for which Lessee is liable. Upon request by Lessor, Lessee shall furnish Lessor written evidence duly certified that any and all such taxes, assessments and other like charges required to be paid by Lessee have been paid, satisfied or otherwise discharged. Lessee shall have the right to contest any asserted tax, assessments or other like charges against the Leased Premises, any interest therein or improvements thereon, by posting bond to prevent enforcement of any lien resulting therefrom. Lessee agrees to protect and hold harmless Lessor, and the Leased Premises and all interests therein and improvements thereon from any and all such taxes, assessments and like charges and from any lien therefore, any sale or other proceedings to enforce payment thereof, and all costs in connection therewith. Upon request by Lessee, Lessor shall execute and deliver any appropriate documents with reference to real estate tax exemption of the Leased Premises, any interest therein or improvements thereon.
- C. Lessee shall pay, before becoming delinquent, all charges for water, sewage, gas, electricity, telephone and other utility services supplied to the Leased Premises.
- D. Lessor shall have the right to pay any lien, tax, assessment or other charge payable by Lessee under this Lease, or to settle any action therefore, if, within a reasonable time after written notice thereof from Lessor, Lessee fails to pay or to post bond against enforcement thereof. All costs

and other expenses incurred by Lessor in so doing shall be repaid by Lessee to Lessor on demand, together with interest at the legal rate from the date of payment or incursion thereof by Lessor until repayment is made by Lessee.

#### **11. SUBLEASES AND ASSIGNMENTS.**

Lessee shall not assign, convey or otherwise transfer this Lease or any interest therein, without the prior written approval of Lessor, and then only upon the condition that the assignee or other successor in interest shall agree, in writing, to be bound by each and every covenant, agreement, term and condition of this Lease. Any such attempted assignment, conveyance or transfer, without such written approval shall be void and of no effect. The approval of Lessor may be granted, granted upon conditions or withheld at the sole discretion of Lessor.

#### **12. QUIET ENJOYMENT.**

Lessor hereby covenants and agrees that, upon performing each of its covenants, agreements, terms and conditions contained in the Lease, the Lessee shall peaceably and quietly have, hold and enjoy the Leased Premises without any hindrance, interruption, ejection or molestation by Lessor or by any other person or persons claiming from or under Lessor.

#### **13. DEFAULT.**

- A. Time is declared to be of the essence in this Lease. Should Lessee default in any payment of monies when due under this Lease, fail to post bond or be in violation of any other provisions of this Lease, said violation may be acted upon by the Lessor in accordance with the provisions of 25 C.F.R. Part 162, including any amendments or successors thereto.
- B. In addition to the rights and remedies provided by the aforementioned regulations, Lessor, either jointly or severally, may exercise the following options upon Lessee's default:
  1. Collect, by suit or otherwise, all monies as they become due hereunder, or enforce by suit or otherwise, Lessee's compliance with all provisions of this Lease; or
  2. Re-enter the premises and remove all persons and property therefrom, and re-let the premises without terminating the Lease as the agent and for the account of Lessee, but without prejudice to the right to cause the termination of the Lease under applicable law thereafter and without invalidating any right of Lessor or other obligations of Lessee hereunder. The terms and conditions of such re-letting shall be in the sole discretion of Lessor, who shall have the right to alter and repair the premises as it deems advisable and to re-let with or without any equipment or fixtures situated thereon. Rent from any such re-letting shall be applied first to the expense of re-letting, collection, altering and repairing, including reasonable attorney's fees and any reasonable real estate commission actually paid, insurance, taxes and assessments and thereafter toward payment to liquidate the total liability of Lessee. Lessee shall pay to Lessor monthly when due, any deficiency and Lessor or the Secretary may sue thereafter as each monthly deficiency shall arise; or
  3. Take any other action authorized or allowed under applicable law.
- C. No waiver of a breach of any of the terms and conditions of this Lease shall be constructed to be

a waiver of any succeeding breach of the same or any other term or conditions of this Lease. Exercise of any of the remedies herein shall not exclude recourse to any other remedies, by suit or otherwise, which may be exercised by Lessor, or any other rights or remedies now held or which may be held by Lessor in the future.

#### **14. SANITATION.**

Lessee hereby agrees to comply with all applicable sanitation laws, regulations or other requirements of the United States and the Navajo Nation. Lessee agrees to dispose of all solid waste in compliance with applicable federal and Navajo Nation laws. Lessee further agrees at all times to maintain the entire Leased Premises in a safe and sanitary condition, presenting a good appearance both inside and outside the Leased Premises.

#### **15. HAZARDOUS SUBSTANCES.**

Lessee shall not cause or permit any Hazardous Substance to be used, stored, generated or disposed of on or in the Leased Premises without the prior written approval of Lessor, which may be given, given upon conditions or denied in the sole discretion of Lessor. Without limitation of the foregoing, if Lessee causes or permits the presence of any Hazardous Substance on the Leased Premises and such results in contamination to the Leased Premises or any building or other improvement thereon, Lessee shall promptly take any and all actions necessary or appropriate to restore the Lease Premises or building or other improvement to the conditions existing prior to the presence of any such Hazardous Substance on the Leased Premises. Lessee shall obtain written approval from Lessor prior to commencement of any such remedial action. This section is not intended in any way to limit Lessee's ability to carry out the purpose of this Lease. However, if Lessee does store or maintain chemicals or materials of any sort in fulfillment of the purposes as described in this Lease, Lessee shall remain responsible for any contamination caused by such chemicals and substances.

#### **16. PUBLIC LIABILITY INSURANCE.**

At all times during the term of this Lease, Lessee shall carry a public liability for insurance policy in the amount of at least \$1,000,000.00 for personal injury to one person and \$2,000,000.00 per occurrence and \$500,000.00 for property damage. Said policy shall be obtained from a reliable insurance company licensed to do business in the State of Arizona in which the lease premises are located and shall be written jointly to protect Lessee and Lessor, shall provide for notification to Lessor prior to any cancellation or non-renewal of said policy for any reason including non-payment of premiums. A copy of said policy and all endorsements thereto shall be furnished to Lessor. There shall be a periodic review, at not less than five (5) year intervals, of all insurance policies and coverage amounts held under this Lease. The review shall give consideration to the economic conditions at the time and may result in adjustment of the type of insurance coverage or the amount of any coverage whenever, such adjustment is necessary for the protection of Lessor. Neither Lessor nor its officers, agents or employees shall be liable for any loss, damage, death or injury of any kind whatsoever to the person or property of Lessee or any other person whomsoever, caused by any use of the lease premises, or by any defect in any structure existing or erected thereon, or arising from any accident, fire, or from any other casualty on said premises or from any other cause whatsoever and Lessee, as a material part of the consideration for this Lease, hereby waives on Lessee's behalf all claims against Lessor and agrees to hold Lessor free and harmless from liability for all claims for any loss, damage, injury or death arising from the condition of the premises or use of the premises by Lessee, together with all costs and expenses in connection therewith, unless the loss, damage, death or injury is caused, in whole or in part, by the negligence of Lessor, or its employees or agents. Lessee will indemnify, defend and hold harmless, both Lessor and

the Secretary against all claims made against Lessee under this lease unless such claims are the sole fault of the Lessor.

## **17. FIRE AND CASULTY INSURANCE.**

- A. At all times during the term of this Lease, Lessee shall maintain such insurance coverage, through its pool coverage, as to pay for any and all damage to the property, including any and all structures thereon, as may be reasonably necessary to insure replacements of said property.
- B. Subject to the provisions of Subsection (C) of this Section, in the event of destruction of or damage to any improvement on the Leased Premises, Lessee shall promptly replace or repair the destroyed or damaged improvement to a condition as good or better than before the destruction or damage occurred.
- C. In the event of destruction of or damage to any improvement on the Leased Premises, Lessee shall have the option not to replace or repair said improvement. Lessee shall provide Lessor with written notice of exercise of Lessee's option within thirty (30) days of the said event of damage. Should Lessee exercise its option to not to replace or repair in accordance with this subsection, this Lease shall terminate ninety (90) days after the effective date of notice thereof and all proceeds of fire and damage insurance shall be paid to the Lessor. Lessee shall clear the Leased Premises of all debris prior to termination of this Lease.

## **18. INSPECTION.**

The Navajo Nation and the Secretary shall have the right, at any reasonable time during the term of this Lease, and upon reasonable notice, to enter upon the Leased Premises or any part thereof, to inspect the Leased Premises and any buildings and other improvements erected or placed thereon.

## **19. MINERALS.**

All minerals, including sand and gravel, contained in or on the Leased Premises are reserved for the use of Lessor. Lessor also reserves the right to enter upon the Leased Premises and search for and remove minerals located thereon, paying just compensation for any damage or injury caused to Lessee's personal property or improvements constructed by Lessee.

## **20. EMINENT DOMAIN.**

If the Leased Premises or any part thereof is taken under the laws of eminent domain at any time during the term of this Lease, Lessee's interest in the Leased Premises or the part of the Lease Premises taken shall thereupon cease. Compensation awarded for the taking of the Leased Premises or any part thereof, including any improvements located thereon, shall be awarded to Lessor and Lessee as their respective interests may appear at the time of such taking.

## **21. DELIVERY OF PREMISES.**

At the termination of this Lease, Lessee shall peaceably and without legal process deliver up the possession of the Leased Premises in good conditions, usual wear and tear excepted. Upon the written request Navajo Nation, Lessee shall provide to the Navajo Nation, at Lessee's sole cost and expense, an environmental audit assessment of the Leased Premises at least sixty (60) days prior to delivery of said premises.

## **22. HOLDING OVER.**

Holding over by Lessee after termination of this Lease shall not constitute a renewal or extension thereof or give Lessee any rights hereunder or in or to the Leased premises or to any improvements located thereon.

## **23. IDEMNIFICATION.**

Lessee shall indemnify and hold harmless the Navajo Nation and their authorized agents, employees, land users and occupants, against any liability for loss of life, personal injury and property damages arising from the construction on or maintenance, occupancy or use of the Leased Premises by Lessee.

## **24. ATTORNEY'S FEES.**

Lessee agrees to pay and discharge all reasonable costs, attorney's fees and expenses that may be incurred by Lessor in enforcing the provisions of this Lease. Such fees and costs will accrue only if the Lessee is found to have been in breach of this Lease.

## **25. AGREEMENT TO ABIDE BY NAVAJO NATION AND FEDERAL LAWS.**

In all activities conducted by Lessee within the Navajo Nation, Lessee shall abide by all laws and regulations of the Navajo Nation and of the United States, now in force and effect or as hereafter may come into force and effect, to the extent that such laws do not require the Lessee to be in violation of the ordinances of Apache County or the laws of the State of Arizona.

## **26. GOVERNING LAW AND CHOICE OF FORUM.**

To the extent allowed by Arizona and United States law, any legal action by the Navajo Nation against Apache County will be brought in the Arizona state court. To the extent allowed by Arizona and United States law, any legal action brought by Apache County against the Navajo Nation shall be governed by an construed in accordance with the laws of the Navajo Nation and shall be brought only in the Courts of the Navajo Nation. Nothing in this agreement shall be construed as a waiver of sovereign immunity of the Navajo Nation and, if allowed by Arizona law, legal action against the Navajo Nation must be brought in strict conformity with the Navajo Nation Sovereign Immunity Action 1 N.N.C. § 551 *et seq.*. Lessee hereby consents to the legislative, executive and judicial jurisdiction of the Navajo Nation in connection with all activities conducted by the Lessee within the Navajo Nation, to the extent that such jurisdiction does not require Lessee to violate any ordinance of Apache County or laws of the State of Arizona.

## **27. CONSENT TO JURISDICTION.**

Lessee hereby consents to the legislative, executive and judicial jurisdiction of the Navajo Nation in connection with all activities conducted by the Lessee within the Navajo Nation, to the extent that such jurisdiction does not require Lessee to violate any ordinance of Apache County or laws of the State of Arizona.

## **28. NO WAIVER OF SOVEREIGN IMMUNITY.**

Nothing in this Lease shall be interpreted as constituting a waiver, express or implied, of the sovereign

immunity of the Navajo Nation or consent by the Navajo Nation to Jurisdiction in Arizona State Court or as a waiver of sovereign immunity or consent to the jurisdiction of the courts of the Navajo Nation by Apache County or the State of Arizona except as to any action or proceeding related to, and arising under, this Lease as allowed by Arizona Law.

### **29. TERMINATION OF FEDERAL SUPERVISION.**

Nothing in this Lease shall operate to delay or prevent a termination of federal responsibilities with respect to the Leased Premises by the issuance of a fee patent or otherwise, during the term of this Lease, however, such termination shall not serve to abrogate this Lease. Lessor, Lessee and an Encumbrances, if any shall be notified of any such changes in the status of the Leased Premises.

### **30. INTEREST OF MEMBER OF CONGRESS.**

No member of or delegate to Congress or any Resident Commissioner shall be admitted to any share or part of this Lease or to any benefit that may arise herefrom, but this provision shall not be construed to extend to this Lease if made with a corporation or company for its general benefit.

### **31. OBLIGATIONS TO THE UNITED STATES.**

It is understood and agreed that while the Leased Premises are in trust or restricted status, all of Lessee's obligations under this Lease are to the United States as well as to Lessor.

### **32. NOTICE AND DEMANDS.**

- A. Any notices, demands, requests or other communications to or upon either party or the Secretary provided for in this Lease, or given or made in connection with this Lease, (hereinafter referred to as "notices") shall be in writing and shall be addressed as follows:

To or upon Lessor:  
The Navajo Nation

To or upon Lessee:

Apache County Board of Supervisors  
c/o: County Manager  
P.O. Box 428  
St. Johns, Arizona 86505

- B. All notices shall be given by personal delivery, by registered or certified mail, postage prepaid, by facsimile transmission or by telegram. Notices shall be effective and shall be deemed delivered: if by personal delivery if during normal business hours or if not during normal business hours on the next business day following delivery; if by registered or certified mail, by facsimile transmission or by telegram, on the next business day following actual delivery and receipt.

C. Copies of all notices shall be sent to the **Lessor**.

D. Lessor and Lessee may at any time change its address for purposed of this Section by notice.

**33. SUCCESSORS AND ASSIGNS.**

The terms and conditions contained herein shall extend to and be binding upon the successors, heirs, assigns, executors, administrators, employees and agents, including all contractors and subcontractors, of Lessee. Except as the context otherwise requires, the term "Lessee" as used in this Lease, shall be deemed to include all such successors, heirs, executors, assigns, employees and agents.

**34. EFFECTIVE DATE; VALIDITY.**

This Lease shall take effect on the date it is approved by the Lessor and Lessee. This Lease and any modification of or amendment to his Lease, shall not be valid or binding upon either party until it is approved in wring by each party.

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease to be executed as of the date first above written.

**THE NAVAJO NATION, LESSOR**

By: \_\_\_\_\_

**APACHE COUNTY, STATE OF ARIZONA, LESSEE**

By: \_\_\_\_\_  
Chairman, Board of Supervisors

By: \_\_\_\_\_  
Member, Board of Supervisors

By: \_\_\_\_\_  
Member, Board of Supervisors

**APPROVED:**  
DATE: \_\_\_\_\_

By: \_\_\_\_\_  
APACHE COUNTY ATTORNEY  
Michael B. Whiting

EXHIBIT B:

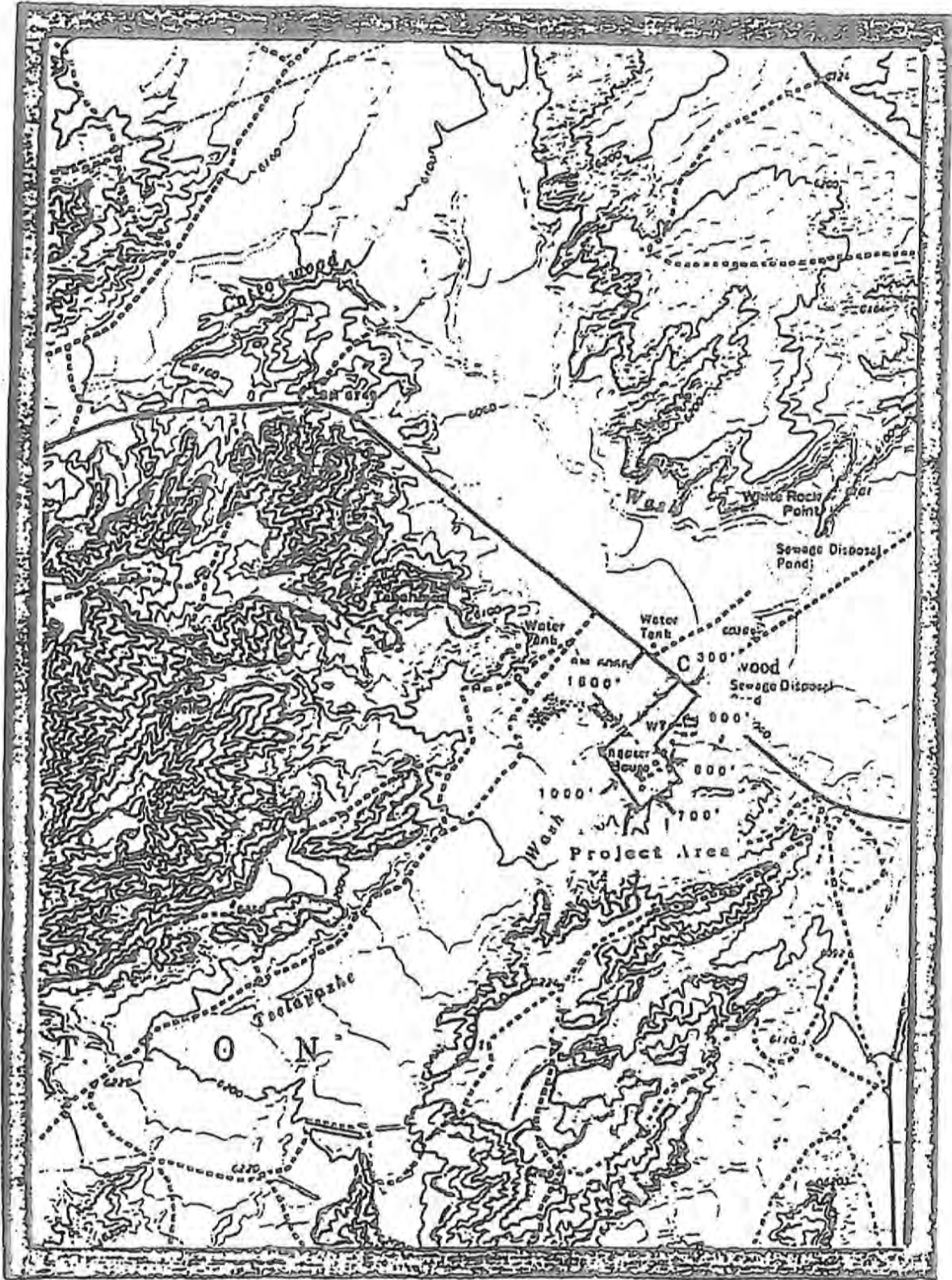

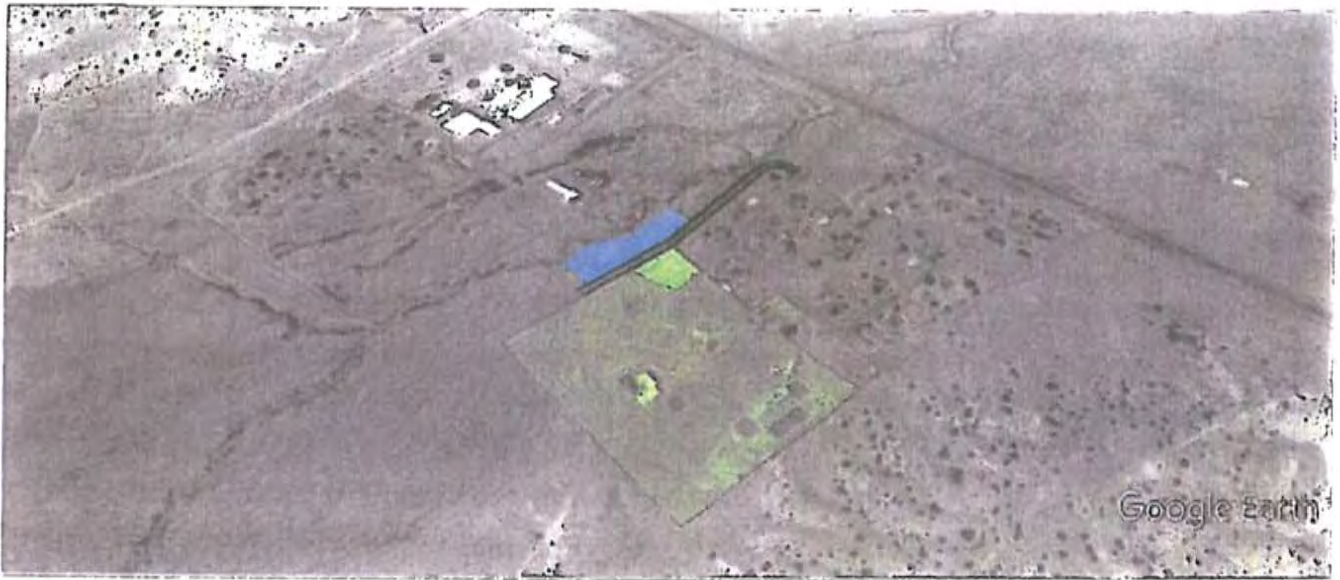


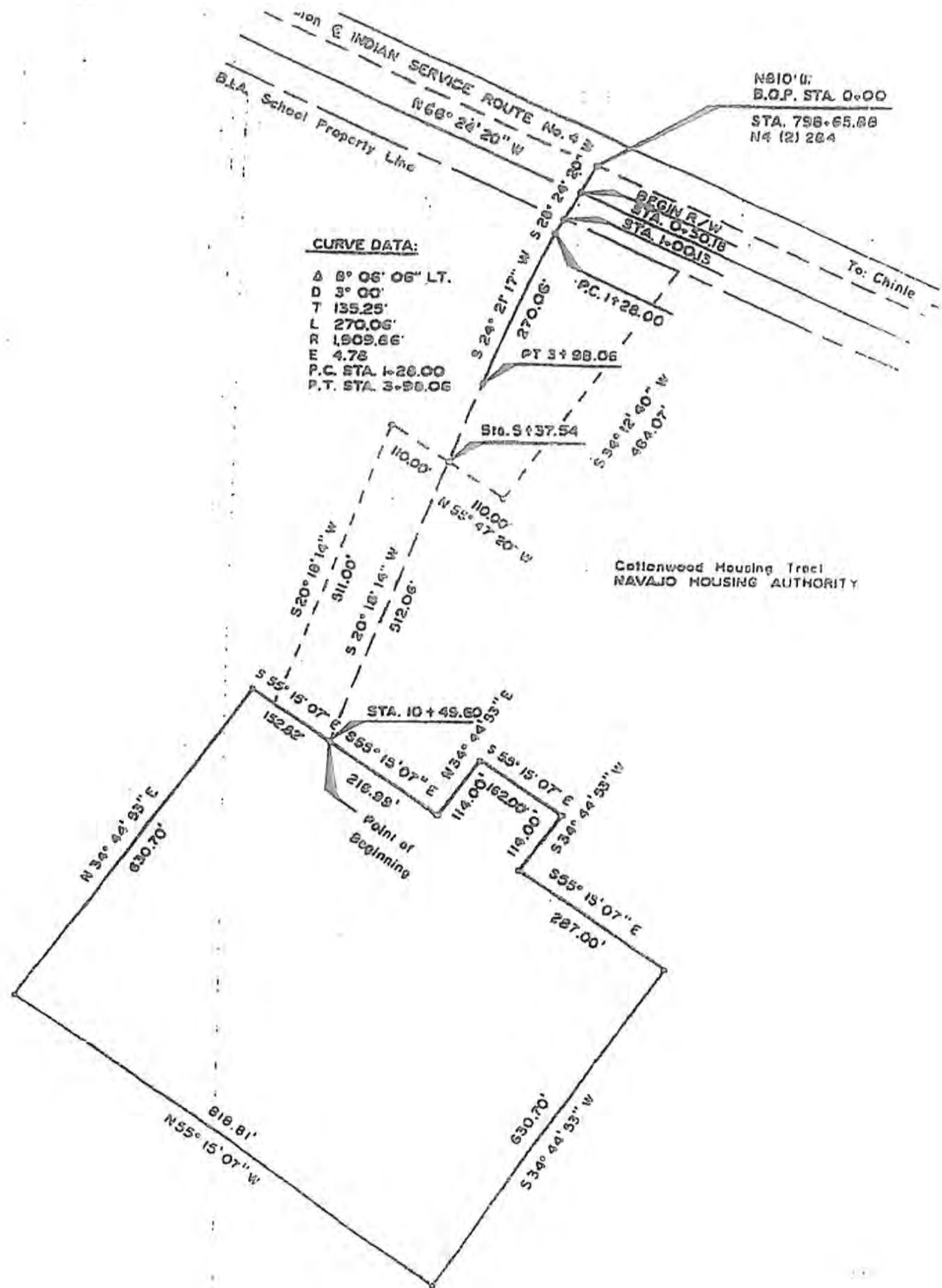
Figure 1: Location of proposed Chapter Development project for the Cottonwood/Tselani Chapter. Map is Toadinaaska Mesa 7.5 min. 1972.

INVENTORY REPORT DOCUMENTATION PAGE (BIA-NAO AIR JAN/85)	1. BIA REPORT NO. #-86-093	2. (FOR BIA USE ONLY)	3. RECIPIENT'S ACCESSION NO.
4. TITLE AND SUBTITLE  Archaeological Survey: Chapter House Development Project in the Cottonwood/Tselani Chapter, Cottonwood Arizona		5. FIELDWORK/REPORT DATES a. 4/1,10/86 b. 4/25/86 6. TIME EXPENDED (TOTAL _____) c. _____ d. _____ e. _____	
7. AUTHOR(S)  Marian Jacklin		8. PERFORMING ORG. REPORT #/ID NNCRMP-86-093	
9. PERFORMING ORGANIZATION NAME AND ADDRESS Gen'l Charge Name: Anthony L. Klesert Org. Name: Navajo Nation Cultural Resource Management Program Org. Address: P.O. Box 689 Telephone: (602) 871-6540 Window Rock, Ariz. 86515		10. BIA AUTHORIZATION OR PERMIT # & EXP. DATE 5/22/87 NNCRMP-033-1 11. TRIBAL PERMIT NO. & EXP. DATE NTC	
12. SPONSORING ORGANIZATION NAME AND ADDRESS Ind. Responsible Name: Richard Begay, Council Delegate Org. Name: Cottonwood/Tselani Chapter Org. Address: P.O. Box 277 Telephone: (602) 725-3309 Chinle, Arizona 86503		13. TYPE AND PERIOD OF REPORT Final Inventory 14. SPONSOR'S PROJECT/REPORT NO.	
15. LOCATION (MAP ATTACHED): Written Description of Project Area Location/Access. Located within and to the west of the Chapter House tract in the community of Cottonwood, south of BIA Route 4. Access is by a dirt road off the pavement. e. Chapter: Cottonwood/Tselani UTH Center: Zone 12 SEE ATTACHED E h. 1:24,000 Map Name: Toadinaaska 1972 b. Agency: Chinle f. Land Owner/User Name: Tribal Trust i. Total no. Inventoried 9.0 c. County: Apache g. Area: 1 31 N R 23 E Sec. UNPLATTED j. Loc. Supp. Sheet(s) / 7 d. State: Arizona UNPLATTED & PHAB			
16. REPORT # / OR SUMMARY (REPORT ATTACHED) / / A. Description of Undertaking: A 22-acre irregularly shaped tract of land to be withdrawn for future chapter house development and construction of a access road to the chapter house. B. Existing Data Review: A search of the files at BIA NAO Branch of Environmental Quality Services indicated several previous surveys conducted in the area to the north and west. No National Register Properties will be affected by this project. See Attached C. Area Environmental & Cultural Settings: A flat plain cut by deeply eroded drainages. Scatter greasewood, snakeweed, sage and grasses dot the area. Elevation ranges from 6000' 6100'. Numerous homesites, a BIA day school, and trading post are close by. D. Field Methods: Parallel walking transects spaced no more than 10 m apart running E-W. The tract was irregular in shape to accommodate area not previously inventoried. Fig. 1 shows the dimensions of the tract. E. Management Summary (Recommendations): No cultural resources were located during the inventory and clearance is recommended. // Report Supp. Sheet(s)			
17. CULTURAL RESOURCE FINDINGS: A. Location /Identification of Each Value (Sites, IAF'S, COH'S): None located B. Evaluation of Significance of Each Value (above): None located // Findings Supp. Sheet(s)			
18. CERTIFICATION: SIGNATURE:  DATE: 4-28-86 SIGNATURE: _____ DATE: _____ A. General Charge Name: Anthony L. Klesert B. Direct Charge Name: Marian Jacklin			



**Start address:**

**End address:**





THE NAVAJO NATION  
HERITAGE & HISTORIC PRESERVATION DEPARTMENT

PO Box 4950, Window Rock, Arizona 86515  
TEL: (928) 871-7198 FAX: (928) 871-7886

CULTURAL RESOURCES COMPLIANCE FORM

ROUTE COPIES TO:

NNHPD NO.: **HPD-18-999**

WRI

OTHER PROJECT NO.: **2018-98**

PROJECT TITLE: A Cultural Resource Survey of the Proposed Apache Maintenance Yard for the Apache County District 10 Land Withdrawal Project, Cottonwood/Tselani Chapter, Arizona.

LEAD AGENCY: Bureau of Indian Affairs/Navajo Region

SPONSOR: Gilbert Arviso, Administrative Coordinator, Apache County P.O. Box 994, Ganado, Arizona 86505

PROJECT DESCRIPTION: A class III cultural inventory was performed of approximately 12 acres for the Apache County Maintenance yard. Approximately 50 percent of the area has been disturbed, by activities unknown. The area was investigated using a class III level pedestrian survey strategy using transects spaced apart 10 meters apart. Total area of effect is 12.0 acres.

LAND STATUS: Navajo Tribal Trust  
CHAPTER: Tselani/Cottonwood

LOCATION: T. 31 N., R. 23 E- Sec. 20 & 29; Toadindaaska Mesa Quadrangle, Apache County Arizona 1972 G&SRPM

UTM CENTER: 599979m E 3992471m N NAD 83/Zone 12


PROJECT ARCHAEOLOGIST: Ronald P. Maldonado  
NAVAJO ANTIQUITIES PERMIT NO.: B18729  
DATE INSPECTED: 10/16/18  
DATE OF REPORT: 10/19/18  
TOTAL ACREAGE INSPECTED: 12.5 - ac  
METHOD OF INVESTIGATION: Class III pedestrian inventory with transects spaced 15 m apart  
LIST OF CULTURAL RESOURCES FOUND: None  
LIST OF ELIGIBLE PROPERTIES: None  
LIST OF NON-ELIGIBLE PROPERTIES: None  
LIST OF ARCHAEOLOGICAL RESOURCES: None  
EFFECT/CONDITIONS OF COMPLIANCE: No historic properties affected.

In the event of a discovery ["discovery" means any previously unidentified or incorrectly identified cultural resources including but not limited to archaeological deposits, human remains, or locations reportedly associated with Native American religious/traditional beliefs or practices], all operations in the immediate vicinity of the discovery must cease, and the Navajo Nation Historic Preservation Department must be notified at (928) 871-7198.

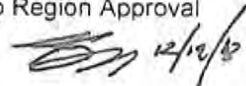
FORM PREPARED BY: Olsen John  
FINALIZED: December 6, 2018  
Notification to Proceed Recommended

Conditions:

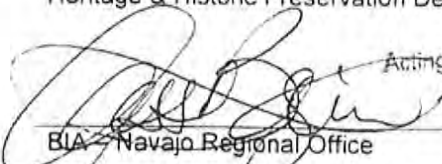
Yes  No  
 Yes  No

  
Richard M. Begay, Dept. Mgr./THPO  
The Navajo Nation  
Heritage & Historic Preservation Department  
Date: 12/10/18

Navajo Region Approval

  
12/10/18

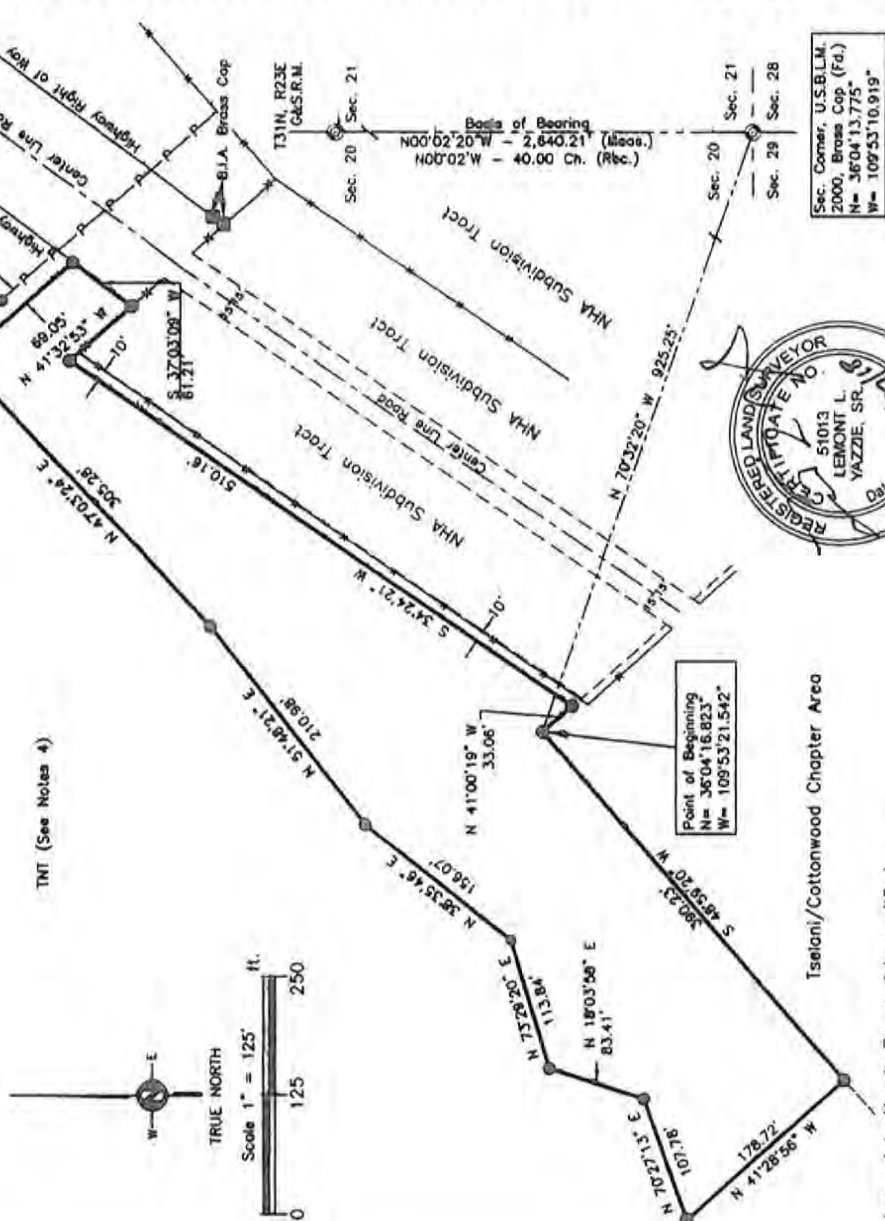
Yes  No

  
Acting  
BIA - Navajo Regional Office  
Date: 10/21/18

-DOCUMENT IS VOID IF ALTERED-

**NOTES:**

1. All Ground Distance Around Tract.
2. Latitude and Longitude are in (WGS-84) for Navigation Only.
3. Bearing Reference True North of the Basis of Bearing.
4. Tract Located on Land Held in Trust for The Navajo Tribe (TNT)



TNT (See Notes 4)

Point of Beginning  
N= 36°04'16.823"  
W= 109°53'21.542"

Tselani/Cottonwood Chapter Area

I, Lemont L. Yazzie Sr., a duly qualified Registered Professional Land Surveyor under the laws of the State of Arizona do hereby certify that this plat shown hereon was prepared from a bona fide land survey conducted by me or under my direct supervision.



Expires: 6/30/2019

Sec. Corner, U.S.B.L.M.  
2000, Brass Cap (Fg.)  
N= 36°04'13.775"  
W= 109°53'10.919"

B.I.A. Brass Cap  
PC Sto. 0+087.395

**LEGAL DESCRIPTION OF APACHE COUNTY TRACT**

A PARCEL OF LAND SITUATE IN THE SOUTHEAST QUARTER (SE/4) OF SECTION 20, T31N, R23E, G&S.R.M., IN THE VICINITY OF TSELANI/COTTONWOOD, APACHE COUNTY, STATE OF ARIZONA AND WITHIN THE NAVAJO NATION LAND MANAGEMENT DISTRICT 10 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 20, T31N, R23E, G&S.R.M. A FOUND UNITED STATES BUREAU LAND MANAGEMENT (U.S.B.L.M.) BRASS CAP DATED 2000, IN GOOD CONDITION:

WHENCE A FOUND U.S.B.L.M. BRASS CAP IN GOOD CONDITION DATED 2000 AND 1/4 CORNER OF SECTION 20 HAVING A BEARING N 07° 20' 20" W A DISTANCE OF 2,640.21 FEET AND THE BASIS OF BEARING:

THENCE N 70° 32' 20" W A DISTANCE OF 925.25 FEET TO A 1/2" REBAR (SET) WITH PLS CAP No. 51013 AND THE POINT OF BEGINNING;

THENCE S 48° 58' 20" W A DISTANCE OF 300.23 FEET TO A 1/2" REBAR (SET) WITH PLS CAP No. 51013;

THENCE N 41° 28' 56" W A DISTANCE OF 178.72 FEET TO A 1/2" REBAR (SET) WITH PLS CAP No. 51013;

THENCE N 70° 27' 13" E A DISTANCE OF 107.76 FEET TO A 1/2" REBAR (SET) WITH PLS CAP No. 51013;

THENCE N 18° 03' 58" E A DISTANCE OF 83.41 FEET TO A 1/2" REBAR (SET) WITH PLS CAP No. 51013;

THENCE N 73° 28' 20" E A DISTANCE OF 113.04 FEET TO A 1/2" REBAR (SET) WITH PLS CAP No. 51013;

THENCE N 36° 35' 46" E A DISTANCE OF 156.07 FEET TO A 1/2" REBAR (SET) WITH PLS CAP No. 51013;

THENCE N 51° 48' 21" E A DISTANCE OF 210.98 FEET TO A 1/2" REBAR (SET) WITH PLS CAP No. 51013;

THENCE N 47° 03' 24" E A DISTANCE OF 305.28 FEET TO A 1/2" REBAR (SET) WITH PLS CAP No. 51013;

THENCE S 41° 32' 53" E A DISTANCE OF 124.01 FEET TO A 1/2" REBAR (SET) WITH PLS CAP No. 51013;

THENCE S 37° 03' 09" W A DISTANCE OF 61.21 FEET TO A 1/2" REBAR (SET) WITH PLS CAP No. 51013;

THENCE N 41° 32' 53" W A DISTANCE OF 68.08 FEET TO A 1/2" REBAR (SET) WITH PLS CAP No. 51013;

THENCE S 34° 24' 21" W A DISTANCE OF 510.16 FEET TO A 1/2" REBAR (SET) WITH PLS CAP No. 51013;

THENCE N 41° 00' 19" W A DISTANCE OF 33.06 FEET TO THE POINT OF BEGINNING;

BEING 3.00 ACRES(±) MORE OR LESS, IN AREA AS CALCULATED BY COMPUTER SOFTWARE AND BEING SUBJECT TO ALL EXISTING ENCUMBRANCES AND/OR OTHER EXISTING LEGAL RIGHTS OF POSSESSION LOCATED THEREIN.

SURVEYED: MARCH 7, 2018

**Legend:**

- = U.S.B.L.M., Brass Cap
- = 1/2" Rebar (Set) w/ PLS Cap # 51013
- = M.D. 5/8" Rebar
- = Water Valve
- = MVA Powerpole
- = Single Phase K.V. P/L
- = B.I.A. Brass Cap
- = Fence Post
- = NVA Sub. Div. Boundary Line

EXHIBIT "A"

Apache County Tract  
3.00 AC. ±  
Dist. 10, Navajo Nation  
SE/4 of Sec. 20, T31N, R23E, G&S.R.M.  
Tselani/Cottonwood, Apache County, Arizona



Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

DATE/TIME STAMP

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

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

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

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

Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.

BOS Meeting Date Requested 11/1/2022

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PRE-AGENDA ITEM REVIEW

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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