



Joe Shirley, Jr.
Supervisor, District I

Tom M. White, Jr.
Chairman, District II

Barry Weller
Vice Chairman, District III

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

November 19, 2013
Board of Supervisors' Hearing Room, First Floor
75 West Cleveland Street
St. Johns, Arizona
8:30 a.m. MST

Invocation by Invitation.
Pledge of Allegiance.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY LIBRARY DISTRICT
HELD IN CONJUNCTION WITH THE
BOARD OF SUPERVISORS MEETING
November 19, 2013**

1. Discussion and possible approval of a lease agreement between the Vernon Fire District and the Apache County Library as well as a lease agreement between the Vernon Domestic Water Improvement District and the Apache County Library, both effective July 1, 2013 through June 30, 2014.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY JAIL DISTRICT
HELD IN CONJUNCTION WITH THE
BOARD OF SUPERVISORS MEETING
November 19, 2013**

1. Discussion and possible approval to change the vacant Detention Nurse (RN) to Director of Nursing.



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Library District

Date: 10/21/2013 Signature: Judith M. Pepple

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

Request approval of lease agreement between the Vernon Fire District and the Apache County Library District effective July 1, 2013 through June 30, 2014.

Date & Time Needed: November 5, 2013

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

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

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board

Judith Pepple

From: Joe Young [JYoung@apachelaw.net]
Sent: Monday, July 22, 2013 2:43 PM
To: Judith Pepple
Cc: whiting@frontiernet.net
Subject: RE: Vernon Fire District--lease

This is ready to go to the board.

From: Judith Pepple [jpepple@co.apache.az.us]
Sent: Friday, July 12, 2013 8:52 AM
To: Joe Young
Subject: Vernon Fire District--lease

Dear Joe,

I have attached an updated version of the lease between the Vernon Fire District and the Library District. The only changes are the dates and the name of person authorized to sign.

Please let me know if it meets with your approval so I can submit it to the Fire District for signature and then to the Board of Supervisors for their signature.

Thank you,

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

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



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Library District

Date: 11/07/2013 Signature: Judith M. Pepple

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

Request approval of lease agreements between the Apache County Library District and the Vernon Domestic Water Improvement District and the Vernon Fire District effective July 1, 2013 through June 30, 2014.

Date & Time Needed: November 19, 2013

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

Legal Review: Reviewed and approved by Joseph Young. See attached e-mails.

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board

Judith Pepple

From: Joe Young [JYoung@apachelaw.net]
Sent: Monday, July 22, 2013 12:08 PM
To: Judith Pepple
Subject: RE: Vernon Domestic Water Improvement District--lease

I am ok with the document.

From: Judith Pepple [jpepple@co.apache.az.us]
Sent: Tuesday, July 16, 2013 2:33 PM
To: Joe Young
Subject: Vernon Domestic Water Improvement District--lease

Dear Joe,

I have attached an updated version of the lease between the Vernon Domestic Water Improvement District and the Library District. The only changes are the dates, the name of our Board Chairman and the name of the new President of the Water Board.

Please let me know if it meets with your approval so I can submit it to the Water Improvement District for signature and then to the Board of Supervisors for their signature.

Thank you,

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

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

LEASE AGREEMENT

Lessor: Apache County Library District, St. Johns, Arizona
Lessee: Vernon Domestic Water Improvement District, Vernon, Arizona

LEASED PREMISES

In consideration of the covenants herein made, Lessor does lease to Lessee a portion of the building formerly known as the old Vernon School, which portion includes the entrance and the office on the northeast side of the building, and shared use of the men's and women's restrooms on the following described property:

VERNON TOWNSITE LOTS 2 & 3 BLK 10, APN 106-44-020

TERM

This lease shall be for a term of one (1) year commencing on the 1st day of July, 2013, and expiring on the 30th day of June, 2014.

RENT

Lessee shall pay to the Lessor for the leased premises the sum of \$25.00 per month, with the first payment to occur on or before the 1st day of July, 2013. Thereafter, rent shall become due and payable on the first day of every month.

In the event of late payment (payment after the 10th of the month), the parties agree that a late fee of \$25.00 shall be added to the base rent.

BREACH

Lessee understands that breach of any of the terms and conditions of this contract may result in Lessee being evicted from the premises. In such a case, time is of the essence. Lessee agrees to vacate the premises upon receiving thirty (30) days advance written notice of eviction from the Lessor, should Lessee be responsible for breach of any of the terms and conditions set forth herein.

USE OF PREMISES

Lessee agrees to use the leased premises for the purpose of establishing an office for the Vernon Domestic Water Improvement District to conduct business and hold meetings. Lessee shall not substantially change from such type of business operations without the written consent of the Lessor. Lessee shall, at their own sole cost, comply with governmental regulations on said premises.

Lessee may not sublease or assign this lease to any third party without the express written permission of the Lessor.

INSPECTION OF PREMISES

From time to time during the existence of this Lease, Lessor shall have the right, at a reasonable time and upon reasonable notice to the Lessee and without interfering with the business of the Lessee, to enter and show the Leased Premises to any prospective buyer, mortgagees, or potential Lessees.

MAINTENANCE OF PREMISES

Lessee shall, during the term of the tenancy, maintain the interior of said premises in good and sanitary order, condition and repair; Lessor shall provide routine maintenance of the hallway, restrooms and grounds.

Lessee shall not make such alterations, additions, or improvements in such parts of the leased premises without the express permission of the Lessor. Lessee shall inform the Lessor in the event the leased premises needs regular or routine maintenance and the Lessor shall assume all costs associated with those necessary repairs. Lessee hereby waives the right to make repairs at the expense of the Lessor.

Notwithstanding the above provision regarding regular and routine maintenance, any damage to the Leased Premises which is the direct result of the conduct of the Lessee shall be the financial responsibility of the Lessee.

TERMINATION OF AGREEMENT

This agreement may be terminated by either party upon thirty (30) days advance written notice.

The parties hereto also acknowledge that they are aware of the conflict of interest provisions contained in A.R.S § 38-511 and are further aware that this contract may be terminated under the conditions set forth by statute.

DESTRUCTION OF PREMISES

If the leased premises should be totally destroyed by fire or other casualty, or if the leased premises should be damaged so that rebuilding cannot reasonably be completed within ninety (90) working days after the date of written notification by Lessee to Lessor of the destruction, this Lease shall terminate and the rent shall be abated for the unexpired portion of the Lease, effective as of the date of the written notification.

UTILITIES

Lessor shall be liable for electricity, gas, and water utility expenses associated with the leased premises. Lessee shall assume responsibility for telephone, internet, and garbage collection.

SIGNAGE

Lessee shall be allowed to place reasonable signage on the exterior of the building which designates the names of the Lessee. However, no signage may be placed on the building which would permanently alter the exterior appearance of the building, and the Library District reserves the right to approve any signage before it is permanently affixed.

INSURANCE

During the entire term of this Lease, the Lessee shall, at the Lessee's sole cost and expense, maintain a general liability insurance against claim of personal injury, death, or property damage occurring in, upon, or about the Leased Premises. A copy of said insurance policy shall be provided to Lessor upon request.

During the term of the Lease, Lessor shall maintain, at the Lessor's sole cost and expense, premises liability insurance to cover any potential liability for potential claims of personal injury that arise from incidents in the parking area or other common areas of the Lessor's property. A copy of said insurance policy shall be provided to Lessee upon request.

MEDIATION AND JURISDICTION

In the event of a dispute between the parties to this agreement, it is agreed that the parties will seek mediation of their dispute prior to bringing an action in Court. In the event the parties are unable to resolve their disputes in that forum, any lawsuits that arise out of this contract shall be litigated in the Courts of Apache County, Arizona.

ENTIRE AGREEMENT

This lease constitutes the entire agreement of the parties and no representations have been made by the parties other than those contained herein.

MODIFICATION

No modifications to the lease shall be binding on the parties unless in writing and signed by both Lessor and Lessee.

IN WITNESS WHEREOF the parties hereto have executed this Lease by proper person duly authorized to do so on the date designated below.

Executed this ____ day of _____, 2013, at Apache County, Arizona.

TOM WHITE, JR.
Chairman, Apache County Library Board

JUDY HUNTER
President, Vernon Domestic Water
Improvement District Board

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

Dean Egan
date/time stamp

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

Jail District

Date/Signature: 11-11-2013 *Dean Egan*

Describe in detail what you want to say to the Board and what action you want the Board to take:
The Jail District is ^{requests} ~~requesting~~ authorization ^{that ~~is~~ a vacant nursing position} to hire Tracy Shumway R.N. as the Director of Nursing for the Jail District. ^{converted to a Director of Nursing position.} ~~We would be converting the currently open nurses position to this position.~~ She would be starting at the ~~base salary for this position.~~ BOS Meeting Date Requested 11-19-13

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board _____

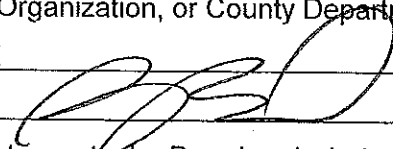
BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

2019-2020 BOS 12

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

COUNTY MANAGER'S OFFICE

Date/Signature: _____



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

CALL TO THE PUBLIC

_____ BOS Meeting Date Requested ON-GOING

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

BOARD ACTION TAKEN

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

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

11/5/13

Date/Signature: _____

SPM/Eagan chambers

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

Becky Christensen Present Beaufort award
to County for work done at the
RV Poles grounds.

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

BOARD ACTION TAKEN

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

Signature Clerk of Board _____

AFFIDAVIT

STATE OF ARIZONA)
)
County of Apache)

ss.

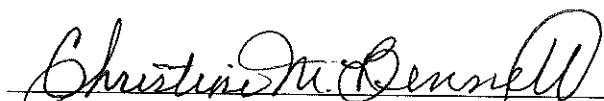
I, the undersigned, after being first duly sworn upon my oath, hereby affirm as follow:

- 1) I am over the age of eighteen.
- 2) I have personal knowledge of the statements set forth herein and I am competent to testify at a hearing or trial with respect to the same.
- 3) I understand that A.R.S. § 48-903(A) states "a petition addressed to the board of supervisors requesting the establishment of an improvement district may be filed with the clerk of the board, if signed by a majority of the persons owning real property or by the owners of fifty-one percent or more of the real property within the limits of the proposed district."
- 4) I certify that petitioners are owners of fifty-one percent or more of real property within the limits of the proposed Concho Wastewater Improvement District.

DATED this 2 day of ^{July}~~June~~, 2013.


Jenni Wicks

SUBSCRIBED AND SWORN TO before me, a Notary Public, this ___ day of ^{July}~~June~~, 2013.


Notary Public

My Commission Expires: 01/04/2016



RESOLUTION NO. 2013-__

WHEREAS, the Apache County Board of Supervisors has been presented a Petition to create the “Concho Wastewater Improvement District” (hereafter “District”); and

WHEREAS, it appears that said Petition has been signed by a majority of the persons owning real property or by the owners of fifty-one per cent or more of the real property within the limits of the proposed District as required by A.R.S. 48-903(A); and

WHEREAS, the organizers of the District have requested that the proposed District be governed by an elected Board of Directors pursuant to Title 48, Chapter 6, Article 4; and

WHEREAS, notice of the hearing establishing the District has been published in a newspaper of general circulation in the County where the District is located, said publications occurring at least one week apart with the first publication not less than ten days prior to the date of the hearing, pursuant to A.R.S. § 48-905(B); and

WHEREAS notice of the hearing has also been mailed by first class mail at least twenty days before the hearing to the owners of real property located within the area of the proposed district and the corporation commission as required by A.R.S. § 48-905(B)(1) & (2); and

WHEREAS, it appears that the public convenience, necessity and welfare will be promoted by the establishment of the District;

NOW THEREFORE, BE IT THEREFORE RESOLVED, that the Board of Supervisors of Apache County, hereby establishes the “Concho Wastewater Improvement District”. Said District shall be a body corporate with the powers of a municipal corporation for the purposes of carrying out its authorized functions;

BE IT THEREFORE RESOLVED, that the District shall be governed by an elected Board of Directors composed of three members, the initial members of which shall include the following individuals who are electors in the District;

1. Rick Kautz
2. Patrick Murphy
3. Sheldon Barrett

As required by A.R.S. § 48-1012(B), the appointed Directors shall meet and divide themselves by lot into two classes as nearly equal as possible. The Directors of the first class shall serve for a term of four years, and the Directors of the second class shall serve a term of two years. Thereafter, at each regular election, one director for each expired term shall be elected and shall hold office for a term of four years;

BE IT THEREFORE RESOLVED that the purpose of the District shall consist of, but are not limited to, those purposes prescribed in A.R.S. § 48-909(A)(5), as well as the related powers prescribed in A.R.S. § 48-909(B), and A.R.S. § 48-910 that are not in conflict with the Improvement District Act;

BE IT THEREFORE RESOLVED that the legal description of the District's boundaries shall be as described in "Exhibit A," attached hereto and incorporated herein by reference.

Adopted this ___ day of _____, 2013.

Attest:

Tom M. White, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board



February 17, 2012

**IMPORTANT INFORMATION:
CONCERNING SEWER SERVICE TO YOUR PROPERTY IN CONCHO, AZ**

Dear Property Owner,

Recently, Livco Sewer Co. contacted the Rural Community Assistance Corporation (RCAC), a nonprofit corporation that provides no cost technical assistance, training, financial assistance and advocacy to rural communities, to assist Livco Sewer Co. with issues pertaining to the wastewater system in Concho.

RCAC has been asked to provide information to you regarding expected changes with Livco Sewer Co. and assist you with questions you might have in the process. By working with Livco Sewer Co. and Apache County, we hope to make available information and arrange public meetings as needed.

In this letter, RCAC wants to take this opportunity to share with you some important facts regarding the status of Livco Sewer Co. *Note: Livco Sewer Co. is a separate entity from Livco Water Co. and the following information only concerns the sewer service in Concho and not the water service.*

The Status of Livco

Livco Sewer Co. was started in 1991, and was designed to handle approximately 1000 residences and a few businesses. Livco has strived to hold off on rate increases hoping for more homes to be built while continuing to operate with only 28 customers on the system.

In 2011, Livco did an analysis for a rate restructuring for the Livco Sewer Co. After the analysis was done by a Certified Public Accountant, it was found that according to normal Arizona Corporation Commission (ACC) rate calculations, the rates would have to be increased to over \$100 per residence and over \$400 per business per month to meet the system's needs for normal maintenance. ACC calculates rates on the basis that only the customers currently using the system should bear all of the costs for the operation and maintenance of the entire infrastructure.

The infrastructure that is currently installed in Concho can service over 680 properties but right now only 28 customers are paying for the entire upkeep of the system. If the current rates are raised any higher than they are now, it will stifle future growth for new residences and businesses, and add pressure on the existing customers to pay enough through monthly service fees to maintain the system in a safe condition. Retirees, which are the majority of people who look at property in Concho and other buyers, may not want to purchase property if the monthly utility costs are too high. If there are no new buyers, this will negatively affect property values and future growth in the community.

<i>Arizona office:</i>	1158 East Beryl Avenue, Suite 8	Phoenix, Arizona 85020	602/371-3412	FAX: 602/467-3006
<i>Corporate office:</i>	3120 Freeboard Drive, Suite 201	West Sacramento, California 95691	916/447-2854	FAX: 916/447-2878

The Expected Changes

On a positive note, the owner of Livco desires to turn over Livco Sewer Co. at no cost to the residents so they may form either a "Sanitation District or Domestic Wastewater Improvement District (DWID). This would continue to provide sewage treatment for the existing homes and the lots that will be built upon in the future.

The Districts have Abilities

The "districts" can tax all of the properties within the district to cover the costs of maintaining the sewer system that the monthly service revenues from the homes on the system do not cover. Creation of a district would keep the system operating properly and safely, keep monthly fees down for current residents and allow property investors to sell their lots more easily than if there were high monthly service rates. A district would also have access to government funding for repairs that is not available to a private utility company.

Once Livco Sewer Co. is converted to a non-profit sanitation district or DWID, the county will apply a nominal annual tax to the annual property tax bills so that all of the property owners will share in the cost of keeping the sewer system maintained. If this tax is established, monthly service rates will not go up. It is expected that a transition to a district could take approximately one year.

Rural Community Assistance Corporation (RCAC) has agreed to provide technical assistance, planning and implementation of the technical, managerial and possible financial aspects of establishing a Sewer District at no charge to the residents

As long as the Concho sewer system is under the regulation of the Arizona Corporation Commission, the staff of the ACC in Phoenix will continue to create rates and regulations without any understanding of the Concho community and its needs. By becoming a district, you, the property owners, will have ownership in the sewer company and have greater control of any issues that affect the wastewater system.

Thank you for your time in reading this letter. More information will be provided to you in the next few weeks as you consider this important change. Please remember that public health is a vital issue by providing proper disposal of sewage. If you have any questions, please contact Deborah Patton, RCAC at 602.371.3412 or dpatton@rcac.org or Jenni Wicks at Livco at 928 337-2266 or livco@conchoaz.com.

Sincerely,

Deborah Patton, RCAC
Rural Development Specialist-Environmental

Benefits of a Sanitation District or DWID

- All of the property owners that have access to the sewer system share in the cost of maintaining the system instead of the few property owners that are full time and actually live in Concho paying for it all. The cost will be shared through a nominal annual property tax.
- As population increases, service rates and taxes could be decreased.
- Low interest loans and government grants are available to districts while private utilities do not have access to such loans and grants.
- The district is in charge of setting rates and regulations instead of a government agency (the Arizona Corporation Commission) located in Phoenix.
- As the community grows, it is easier and less costly to add new service areas without the regulatory costs incurred by the Arizona Corporation Commission.
- Rates can be adjusted more quickly and at less cost in response to overhead and population increases and decreases. As a private utility, it takes approximately 12 months and thousands of dollars to adjust one rate through the ACC.

NOTICE OF A PUBLIC HEARING



THE APACHE COUNTY BOARD OF SUPERVISORS WILL HOLD A PUBLIC HEARING FOR DISCUSSION AND POSSIBLE APPROVAL OF THE PROPOSED CONCHO WASTEWATER IMPROVEMENT DISTRICT. THE PUBLIC HEARING WILL BE HELD ON MONDAY, AUGUST 5, 2013 AT 8:30 A.M. IN THE COUNTY ANNEX BUILDING, 75 WEST CLEVELAND STREET IN ST. JOHNS, ARIZONA. THE PUBLIC MAY VIEW A COPY OF THE PROPOSED DISTRICT BOUNDARIES ANYTIME BETWEEN 6:30 A.M. TO 5:30 P.M. MONDAY - THURSDAY IN THE COUNTY MANAGER'S OFFICE, 75 W. CLEVELAND STREET, ST. JOHNS OR ONLINE AT WWW.CO.APACHE.AZ.US

THE APPROXIMATE AREA OF THE BOUNDARIES OF THE DISTRICT IS SET FORTH IN METES AND BOUNDS, TO WIT: ALL OF THE FOLLOWING DESCRIBED REAL PROPERTY IN SECTION 19, THE SOUTHWEST QUARTER OF SECTION 20, THE NORTHWEST QUARTER OF SECTION 29 AND THE EAST HALF OF SECTION 30 OF TOWNSHIP 12 NORTH, RANGE 26 EAST OF THE GILA AND SALT RIVER MERIDIAN, APACHE COUNTY, ARIZONA:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 19 FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION BEARS SOUTH 00 DEGREES 21 MINUTES 37 SECONDS WEST A DISTANCE OF 5353.23;

THENCE ALONG THE EAST LINE OF SECTION 19, SOUTH 00 DEGREES 21 MINUTES 37 SECONDS WEST A DISTANCE OF 3273.14 FEET;

THENCE LEAVING SAID EAST LINE, ALONG THE BOUNDARY OF COUNTRY CLUB GOLF COURSE PARCEL 2 AS RECORDED IN DOCUMENT NO. 2004-03224, APACHE COUNTY RECORDS AS FOLLOWS:

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 140.00 FEET;

THENCE SOUTH 18 DEGREES 25 MINUTES 27 SECONDS EAST A DISTANCE OF 740.20 FEET;

THENCE SOUTH 72 DEGREES 25 MINUTES 17 SECONDS EAST A DISTANCE OF 457.05 FEET;

THENCE SOUTH 84 DEGREES 24 MINUTES 43 SECONDS EAST A DISTANCE OF 315.02 FEET;

THENCE SOUTH 56 DEGREES 16 MINUTES 00 SECONDS EAST A DISTANCE OF 467.01 FEET;

THENCE SOUTH 00 DEGREES 21 MINUTES 37 SECONDS WEST A DISTANCE OF 100.00 FEET;

THENCE SOUTH 76 DEGREES 40 MINUTES 00 SECONDS WEST A DISTANCE OF 777.00 FEET;

THENCE SOUTH 74 DEGREES 50 MINUTES 00 SECONDS WEST A DISTANCE OF 516.00 FEET;

THENCE SOUTH 37 DEGREES 14 MINUTES 00 SECONDS WEST A DISTANCE OF 210.00 FEET;

THENCE SOUTH 64 DEGREES 48 MINUTES 50 SECONDS WEST A DISTANCE OF 155.77 FEET TO THE EAST LINE OF SAID SECTION 19;

THENCE ALONG SAID EAST LINE, SOUTH 00 DEGREES 21 MINUTES 37 SECONDS WEST A DISTANCE OF 302.07 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 19;

THENCE LEAVING SAID EAST LINE, ALONG THE BOUNDARY LINE OF CONCHO VALLEY UNIT 9, BOOK 8 TM, PAGE 8, AS FOLLOWS:

THENCE SOUTH 88 DEGREES 20 MINUTES 09 SECONDS EAST A DISTANCE OF 1978.16 FEET;

THENCE SOUTH 00 DEGREES 46 MINUTES 50 SECONDS WEST A DISTANCE OF 962.27 FEET;

THENCE SOUTH 89 DEGREES 13 MINUTES 10 SECONDS EAST A DISTANCE OF 101.93 FEET;

THENCE SOUTH 23 DEGREES 16 MINUTES 50 SECONDS WEST A DISTANCE OF 341.70 FEET;

THENCE NORTH 89 DEGREES 13 MINUTES 10 SECONDS WEST A DISTANCE OF 1942.97 FEET TO THE EAST LINE OF SAID SECTION 30;

THENCE ALONG SAID EAST LINE, SOUTH 01 DEGREES 00 MINUTES 48 SECONDS WEST A DISTANCE OF 4074.01 FEET;

THENCE LEAVING SAID EAST LINE, NORTH 88 DEGREES 59 MINUTES 12 SECONDS WEST A DISTANCE OF 1053.78 FEET;

THENCE NORTH 01 DEGREES 00 MINUTES 48 SECONDS EAST A DISTANCE OF 5746.71 FEET TO THE SOUTH BOUNDARY LINE OF CONCHO VALLEY UNIT 9A, BOOK 8 TM, PAGE 17;

THENCE ALONG SAID SOUTH LINE, NORTH 88 DEGREES 21 MINUTES 17 SECONDS WEST A DISTANCE OF 1075.06 FEET TO THE SOUTH EAST CORNER OF CONCHO VALLEY UNIT 5, BOOK 4 TM, PAGE 47;

THENCE ALONG THE BOUNDARY LINE OF SAID CONCHO VALLEY UNIT 5 AS FOLLOWS:

THENCE NORTH 01 DEGREES 30 MINUTES 00 SECONDS EAST A DISTANCE OF 323.37 FEET;

THENCE NORTH 49 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 712.40 FEET;

THENCE NORTH 14 DEGREES 50 MINUTES 00 SECONDS EAST A DISTANCE OF 262.00 FEET;

THENCE NORTH 74 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 476.00 FEET;

THENCE NORTH 83 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 360.00 FEET;

THENCE SOUTH 12 DEGREES 30 MINUTES 00 SECONDS EAST A DISTANCE OF 414.15 FEET;

THENCE SOUTH 49 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 166.53 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 293.51 FEET;

THENCE NORTH 33 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 815.00 FEET;

THENCE NORTH 20 DEGREES 30 MINUTES 00 SECONDS WEST A DISTANCE OF 360.00 FEET;

THENCE NORTH 32 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 340.00 FEET;

THENCE NORTH 06 DEGREES 40 MINUTES 00 SECONDS WEST A DISTANCE OF 432.77 FEET;

THENCE NORTH 02 DEGREES 30 MINUTES 00 SECONDS WEST A DISTANCE OF 550.00 FEET;

THENCE NORTH 20 DEGREES 40 MINUTES 00 SECONDS WEST A DISTANCE OF 490.00 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 428.00 FEET;

THENCE NORTH 11 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 837.76 FEET;

THENCE NORTH 34 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 141.42 FEET;

THENCE NORTH 79 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 599.90 FEET;

THENCE NORTH 40 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 610.00 FEET;

THENCE NORTH 71 DEGREES 28 MINUTES 25 SECONDS WEST A DISTANCE OF 354.03 FEET TO THE NORTH WEST CORNER OF CONCHO VALLEY UNIT 5;

THENCE LEAVING THE BOUNDARY LINE OF SAID CONCHO VALLEY UNIT 5, NORTH 18 DEGREES 29 MINUTES 58 SECONDS EAST A DISTANCE OF 1100.54 FEET;

THENCE SOUTH 71 DEGREES 28 MINUTES 25 SECONDS EAST A DISTANCE OF 279.33 FEET;

THENCE NORTH 13 DEGREES 50 MINUTES 14 SECONDS EAST A DISTANCE OF 211.80 FEET;

THENCE NORTH 51 DEGREES 37 MINUTES 25 SECONDS EAST A DISTANCE OF 430.67 FEET;

THENCE NORTH 20 DEGREES 04 MINUTES 19 SECONDS EAST A DISTANCE OF 410.92 FEET TO THE NORTH-SOUTH MID-SECTION LINE OF SECTION 19;

THENCE ALONG SAID MID-SECTION LINE, SOUTH 01 DEGREES 03 MINUTES 21 SECONDS EAST A DISTANCE OF 2001.67 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 19;

THENCE ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 19, NORTH 87 DEGREES 33 MINUTES 41 SECONDS EAST A DISTANCE OF 2873.11 FEET TO THE POINT OF BEGINNING

ALONG WITH: (SEWER LAGOONS AND SURROUNDING PROPERTIES)

A PORTION OF SECTION 31, TOWNSHIP 13 NORTH, RANGE 26 EAST OF THE GILA AND SALT RIVER MERIDIAN, APACHE COUNTY, ARIZONA, LOCATED SOUTH OF THE SOUTH RIGHT OF WAY LINE OF COUNTY ROADWAY 5020 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE ALUMINUM CAP MARKING THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 13 NORTH, RANGE 26 EAST OF THE GILA AND SALT RIVER MERIDIAN, APACHE COUNTY, ARIZONA;

THENCE SOUTH 83 DEGREES 36 MINUTES 41 SECONDS WEST ALONG THE SOUTH SIDE OF SAID SECTION 31 A DISTANCE OF 335.11 FEET TO AN ALUMINUM CAP MARKING THE NORTH

QUARTER CORNER OF SECTION 5, TOWNSHIP 12 NORTH, RANGE 26 EAST;

THENCE CONTINUING SOUTH 83 DEGREES 36 MINUTES 41 SECONDS WEST ALONG SAID SOUTH SECTION LINE, A DISTANCE OF 210.46 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE

OF CONCHO HIGHWAY ROUTE NUMBER 5020 AND THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 83 DEGREES 36 MINUTES 41 SECONDS WEST ALONG SAID SOUTH SECTION LINE A DISTANCE OF 2477.32 FEET TO AN ALUMINUM CAP MARKING THE SECTION

CORNER COMMON TO SECTIONS 5 AND 6, TOWNSHIP 12 NORTH, RANGE 26 EAST;

THENCE SOUTH 87 DEGREES 42 MINUTES 46 SECONDS WEST AND CONTINUING ALONG THE SOUTH SIDE OF SAID SECTION 31, A DISTANCE OF 1288.79 FEET TO A POINT ON THE SOUTH

SIDE OF SAID SECTION 31;

THENCE NORTH 470 FEET;

THENCE WEST 280 FEET;

THENCE SOUTH 320 FEET;

THENCE WEST 1090 FEET TO A POINT ON THE WEST SECTION LINE OF SECTION 31, TOWNSHIP 13 NORTH, RANGE 26 EAST;

THENCE NORTH 03 DEGREES 50 MINUTES 04 SECONDS EAST ALONG THE WEST SIDE OF SAID SECTION 31 A DISTANCE OF 3827.58 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE

OF THE SNOWFLAKE TO CONCHO COUNTY HIGHWAY NUMBER 5020;

THENCE SOUTH 34 DEGREES 53 MINUTES 56 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1391.38 FEET TO A CURVE, CONCAVE NORTHEASTERLY, HAVING A

RADIUS OF 6934.58 FEET WITH A RADIAL BEARING OF NORTH 55 DEGREES 36 MINUTES 08 SECONDS;

THENCE SOUTHEASTERLY AND TO THE LEFT, ALONG SAID CURVE AND SAID SOUTH RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 47 DEGREES 15 MINUTES 51 SECONDS AN ARC

LENGTH OF 4695.53 FEET (CHORD BRG: S58°17'28"E CHORD DIST: 4757.90') TO THE POINT OF BEGINNING.

ALONG WITH: (CONCHO WEST SHORE)

A PORTION OF SECTIONS 7 AND 18, TOWNSHIP 12 NORTH, RANGE 26 EAST OF THE GILA AND SALT RIVER MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18;

THENCE SOUTH 86 DEGREES 00 MINUTES 07 SECONDS WEST ALONG THE COMMON LINE BETWEEN SECTION 7 AND 18, A DISTANCE OF 1874.18 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 50 MINUTES 31 SECONDS WEST A DISTANCE OF 1378.86 FEET;

THENCE SOUTH 86 DEGREES 24 MINUTES 11 SECONDS WEST A DISTANCE OF 898.76 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 61;

THENCE NORTH 18 DEGREES 33 MINUTES 42 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 1437.82 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY,

HAVING A RADIUS OF 3745.00 FEET;

THENCE NORTHEASTERLY AND TO THE RIGHT ALONG SAID CURVE AND SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 05 DEGREES 14 MINUTES 54 SECONDS AN ARC

LENGTH OF 343.05 FEET;

THENCE LEAVING SAID RIGHT OF WAY LINE, SOUTH 69 DEGREES 00 MINUTES 28 SECONDS EAST A DISTANCE OF 361.34 FEET;

THENCE SOUTH 00 DEGREES 50 MINUTES 31 SECONDS WEST A DISTANCE OF 118.25 FEET TO THE POINT OF BEGINNING

AND ALONG WITH THE FOLLOWING INDIVIDUAL PARCELS:

ASSESSOR PARCEL NO. 201-13-003: LOTS 5 AND 6 OF BLOCK 1 OF THE GALLEGOS ADDITION PER BOOK 1 OF MAPS, PAGE 7, APACHE COUNTY RECORDS.

ASSESSOR PARCEL NO. 201-14-021: LOT 1, BLOCK 2 OF THE CONCHO ADDITION PER BOOK 1 OF MAPS, PAGE 6, APACHE COUNTY RECORDS.

ASSESSOR PARCEL NO. 201-14-024: LOT 6, BLOCK 2 OF THE CONCHO ADDITION PER BOOK 1 OF MAPS, PAGE 6, APACHE COUNTY RECORDS.

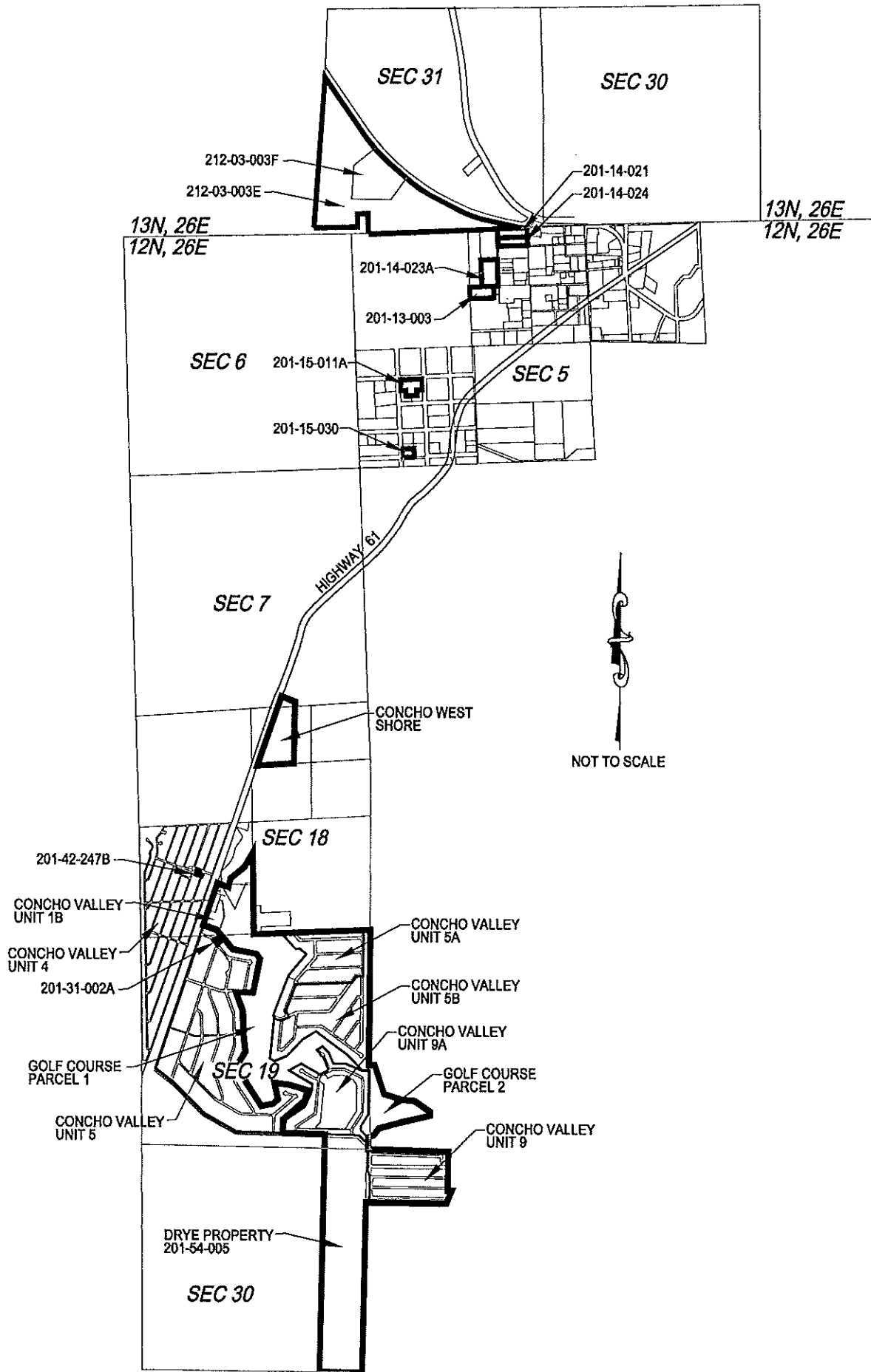
ASSESSOR PARCEL NO. 201-15-011A: LOTS 1 AND 2, NE 1/4 LOT 3 AND NW 1/4 LOT 4, BLOCK 11 PER BOOK 1 OF MAPS, PAGE 8, APACHE COUNTY RECORDS.

ASSESSOR PARCEL NO. 201-15-030: LOTS 3, BLOCK 25 PER BOOK 1 OF MAPS, PAGE 8, APACHE COUNTY RECORDS.

ASSESSOR PARCEL NO. 201-31-002A: LOT 1, BLOCK 2 OF CONCHO VALLEY UNIT 5 PER BOOK 4 OF MAPS, PAGE 47, APACHE COUNTY RECORDS

ASSESSOR PARCEL NO. 201-42-247B: EAST HALF OF PARCEL OF CONCHO VALLEY UNIT 4A PER BOOK 5, PAGE 37, APACHE COUNTY RECORDS

CONCHO WASTEWATER IMPROVEMENT DISTRICT MAP OF BOUNDARIES



FACILITIES ASSESSMENT REPORT

for

LIVCO SEWER COMPANY
CONCHO, ARIZONA



133-26591-13001

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March 2013



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1.0 INTRODUCTION

1.1 Purpose

The purpose of this report is to present the results of the facilities assessment that was performed by Tetra Tech, Inc. on behalf of the Livco Sewer Company. A site visit was made to observe the system and assess the facilities in operation that day. This report summarizes the observations that were made as well as provides information on suggested improvement requirements for the facilities.

1.2 Background

The Livco Sewer System is comprised of gravity mains, pressurized lines (force mains and lift stations), and a treatment facility. It appears that some of the system was constructed in the early 1980's or earlier, therefore some of the system is quite old. The system generally flows from south to north, and eventually makes its way to the treatment site on the northwest side of Concho. Most of the system is located in the area south of Concho Lake. The sewer is pumped from the Golf Course Lift Station along Highway 61 to the north. The effluent then travels on the west side of Concho where it then enters another lift station on the south side of the highway to Snowflake (County Road 5020). This lift station then pumps the sewer to the treatment site, which is also on the south side of the Snowflake Highway. A location map showing the approximate location of the lift stations and the treatment site is shown on Figure 1.

On January 31, 2013 Ed Pauling from Tetra Tech and Matt Davis from Livco Sewer Company inspected portions of the sewer system. On that day, six (6) lift stations, seven (7) manholes and the treatment site were inspected. Ed and Matt both went to each location.

The lift station lids were lifted and the wet wells, pumps, piping, and wiring inside the wet wells were examined. The exterior of the lift stations were inspected as well along with the electrical control box and wiring. Photographs were also taken of the lift stations.

All of the manholes that were inspected were located in the Concho Valley Unit 9 subdivision except one. The six (6) manholes that were inspected in Unit 9 had no sewer flow in them and were in good condition. The single manhole not located in Unit 9 is the manhole that the 8" diameter force main enters, which is upstream of the main lift station that pumps the effluent to the treatment facility site.

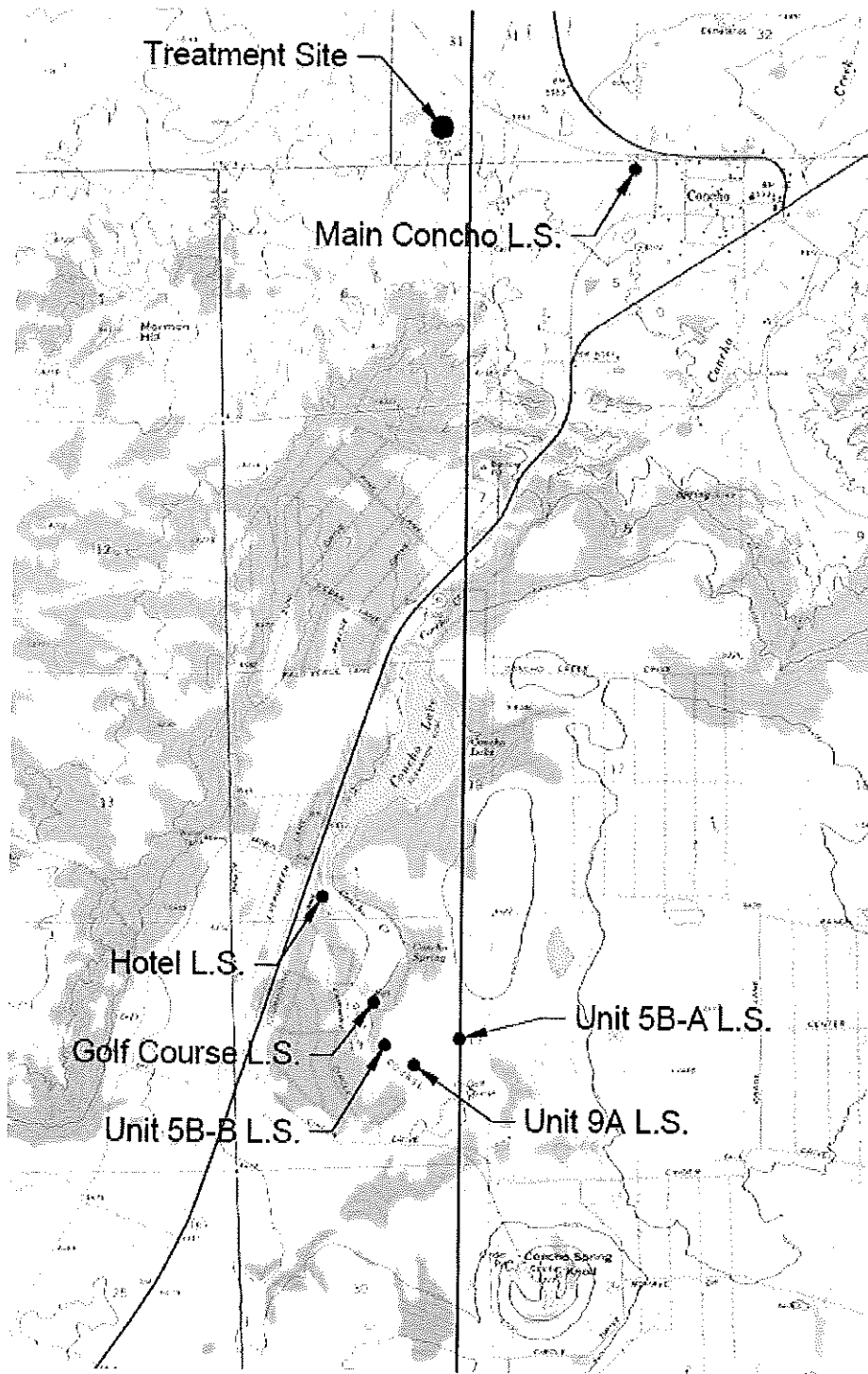


Figure 1. Lift Station & Treatment Site Location Map

2.0 LIFT STATIONS

2.1 Lift Station 9A

The lift station designated as “9A” is located northwest of Concho Valley Unit 9A. It generally receives sewer flow from Units 9 and 9A. It is also the highest lift station in elevation in the sewer system. This lift station wet well is five feet (5’) in diameter and has a concrete top with a metal lid and two (2) 2.5 horsepower pumps. The pumps force the effluent through a four inch (4”) diameter force main. The force main empties into a manhole located on Lot 402 in Concho Valley Unit 5B. A photo of the exterior of the lift station along with the electrical control panel is shown in Figure 2.



Figure 2. Exterior of Lift Station 9A

The lift station was generally in satisfactory condition. The wet well appeared to be holding together and is not breaking down. The lid was also not rusting. As can be seen in Figure 3, there is some rusting inside the wet well on the rails and the piping, however they seem to be functioning fine. It was assumed that the rails are not too rusted to pull the pumps as it was indicated that the pumps have not been pulled in a long period of time. It appeared that the wet well has a PVC vent that runs from the wet well, over to the control panel, and up into the air above the control panel. This vent appears to be functioning properly as the wet well is in good condition.

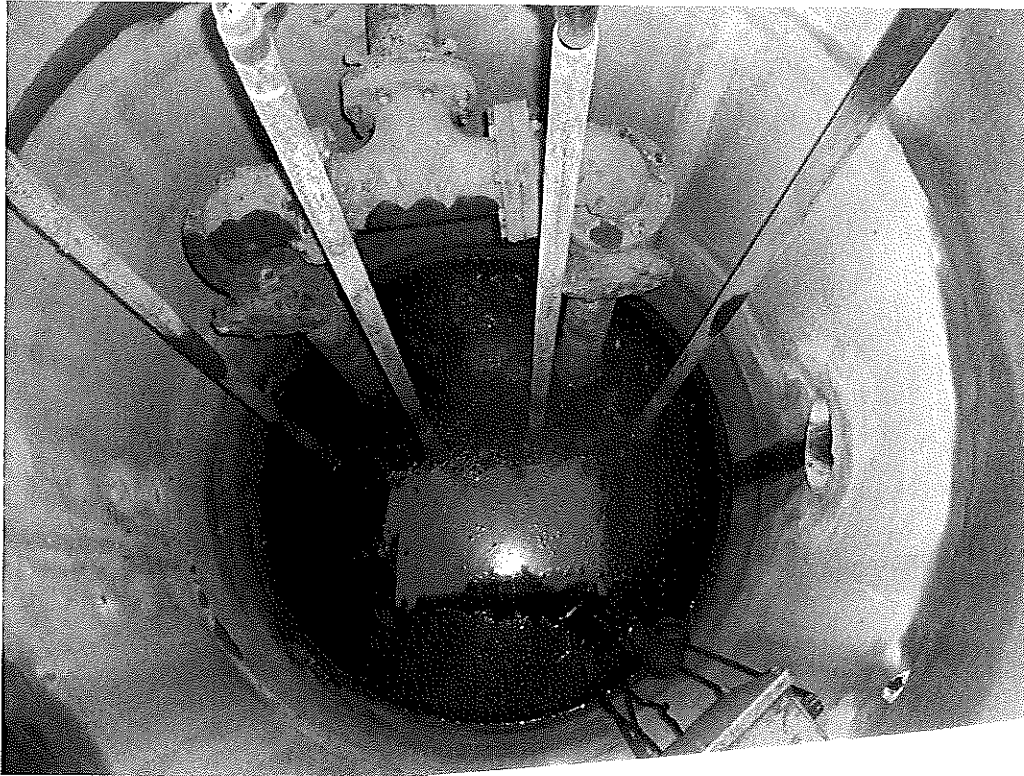


Figure 3. Interior of Lift Station 9A

Although there are duplex pumps in the wet well, it was indicated by Matt that there are no replacement pumps for this lift station on hand. An extra pump should be kept on hand for use when one or both of the pumps in the wet well need repaired or replaced. Also, as can be seen in Figure 3, there is an electrical junction box inside the wet well. This box should be relocated outside the wet well to prevent the box from being submerged in sewer as well as to keep the box away from the harmful and corrosive sewer gases (hydrogen sulfide) that exist in the wet well. When the lift station begins to receive more flows, this could become a problem.

Figure 4 shows that there are exposed wires between the electrical conduit and the control panel. It appears the control box was raised after the construction was completed. The control panel should be lowered so that there are no exposed wires. This will help protect the wires and will also prevent the wires from rubbing on the sharp edge of the control box when the wires move, which movement can be caused from the pumps turning on and off as well as running. After the control panel is lowered to the conduit, the hole in the control panel should be sealed. This will prevent moisture from entering the control box.

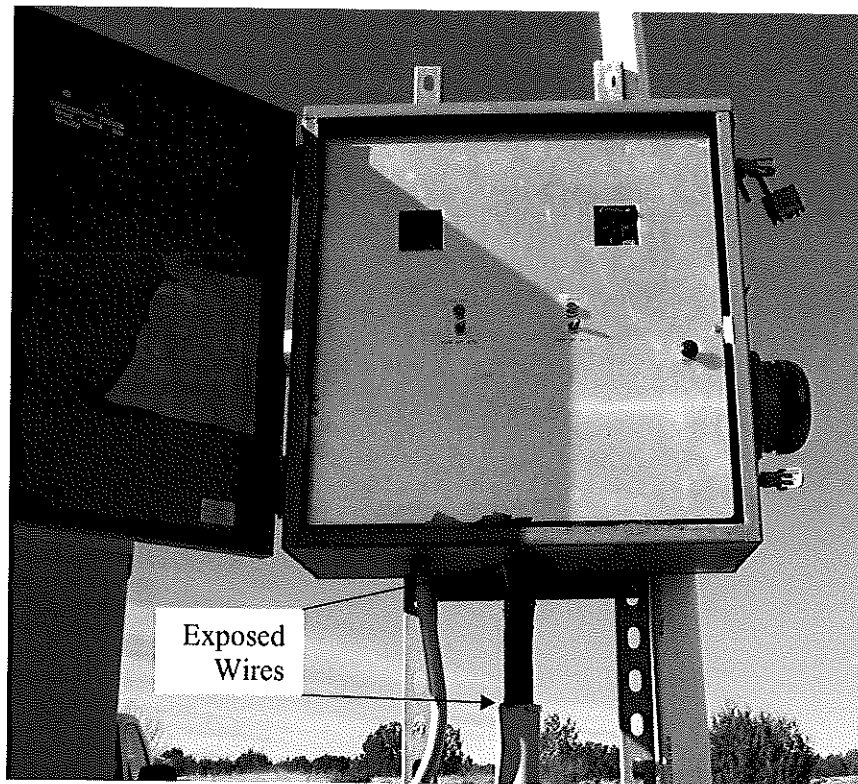


Figure 4. Lift Station 9A Control Panel

A fence should be added to the lift station site to prevent people from tampering with the lift station. A sign should also be attached in a conspicuous location indicating the phone number to call in case the emergency alarm is sounding or warning light is activated.

2.2 Lift Station 5B-1

Lift station 5B-1 is located on the south side of Concho Valley Unit 5B, in between Lots 380 and 381. This lift station is constructed to have redundant pumps, however only a single pump is functioning. The force main from the wet well is a four inch (4") diameter line that runs to a gravity manhole located on Lot 388 of Concho Valley Unit 5B. The wet well is five feet (5') in diameter and has a metal top and lid. The control panel is mounted directly onto the metal top. It appears the control panel started to corrode and break away from the lid so additional bracing was added to hold the control panel up. The corrosion of the control panel post was most likely from the hydrogen sulfide gas entering the post from the wet well. The lid has a small opening for access to the wet well and the pumps. Figure 5 shows a photo of the exterior of the lift station.



Figure 5. Exterior of Lift Station 5B-1

As was mentioned, the access lid to the lift station is too small and should be made larger. The existing lid is also showing a great deal of corrosion. There is not a vent on the wet well to allow the hydrogen sulfide gas to exit the wet well, and a vent should be added to the wet well.

It is also recommended that the control panel be moved from off of the wet well lid and placed near the lift station. Conduit should be ran from the side of the wet well to the control panel and all wiring should be protected and should be contained in the conduit. The entrance to the conduit at the wet well should also be sealed to prevent the sewer gasses from traveling through the conduit to the control panel.

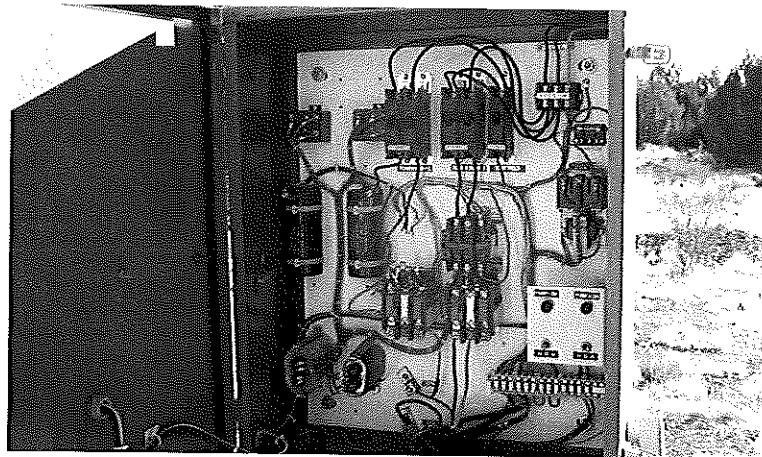


Figure 6. Lift Station 5B-1 Control Panel

As can be seen in Figure 6, the wiring in the control panel is in disrepair. It is recommended that an electrician be hired to check the wiring as there are many wires that are not connected. The emergency alarm on this lift station also does not operate and should be addressed.

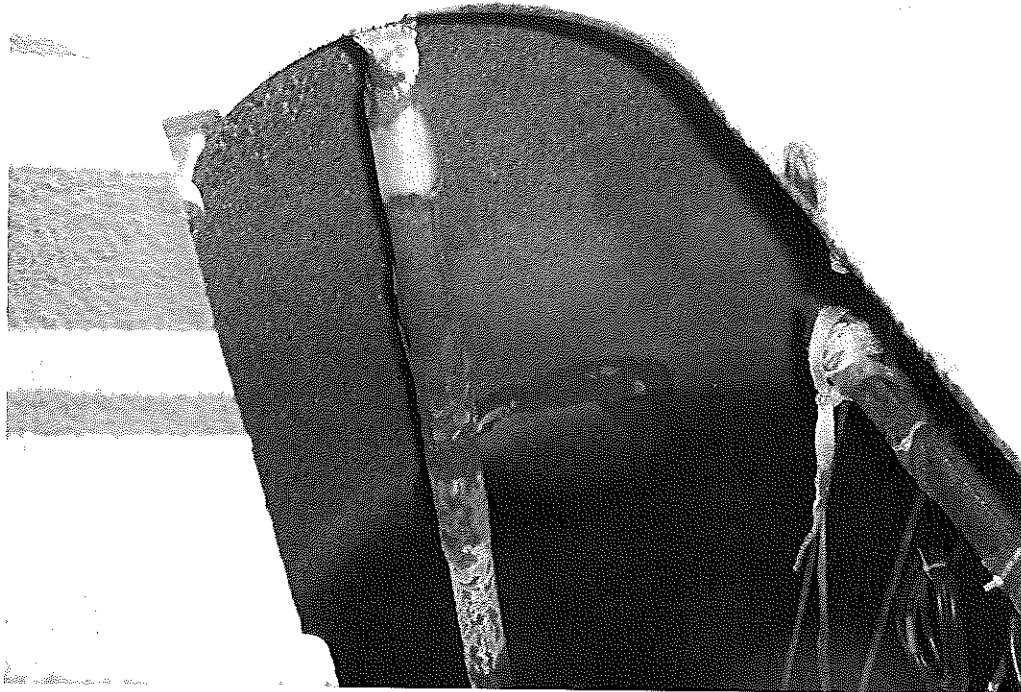


Figure 7. Interior of Lift Station 5B-1

In Figure 7 it can be seen that the metal inside the wet well has a great amount of corrosion. Instead of a metal chain to pull the pump, a nylon strap has been installed. All of the metal in the wet well should be replaced with stainless steel metal, including a pull chain for the pumps.

It can also be seen in Figure 7 that the sewer in the wet well is very high and was approximately three feet (3') from overflowing the wet well. There is only a single working pump in the wet well and it is not known what size of pump it is. It was reported that the other pump would run, but the pipe may not be connected to the pump. It is not the original pump that was installed. Based on the depth of the sewer, it appears that there may be a problem with the floats or the electrical system. This high water problem should be investigated and corrected.

The wet well should have two (2) working pumps installed that have been sized for the flows entering the lift station. The required head and the size of the force main to achieve sufficient velocity to scour the force main should be analyzed. There should also be a backup pump in storage in case the lift station pumps require maintenance or replacement.

Also, there is no fence installed to prohibit tampering of the lift station. It is recommended that a fence be installed to prevent damage. A sign should also be attached in a conspicuous location indicating the phone number to call in case the emergency alarm is sounding or a light is activated.

2.3 Lift Station 5B-2

Lift station 5B-2 is located on the south side of Concho Valley Unit 5B, in the southwest corner of Lot 400. This lift station was in poor condition. The lift station also only has a single functioning pump. The force main from the wet well is a four inch (4") diameter line that runs to the same gravity manhole that Lift Station 9A flows to which is located on Lot 402 of Concho Valley Unit 5B. The wet well is five feet (5') in diameter and has a metal top and lid, similar to the lid on Lift Station 5B-1. Lift Station 5B-2 also has some of the same problems as Lift Station 5B-1.

The control panel was also mounted directly onto the metal top and has the same corrosion problems, although more severe than Lift Station 5B-1. Figure 5 shows a photo of the exterior of the lift station.

This lift station lid is also too small and should be made larger. The existing lid is also showing a great deal of corrosion, and therefore a vent should also be added to the wet well lid. It is also recommended that the control panel be moved from off of the wet well lid and placed near the lift station. Conduit should be ran from the side of the wet well to the control panel and all wiring should be protected and should be contained in the conduit. The entrance to the conduit at the wet well should also be sealed to prevent the sewer gasses from traveling through the conduit to the control panel. It appears some wiring for the float controls has been pulled through the hole in the lift station lid that allows the

wiring to enter the control panel. These float control wires should be in the wet well or in conduit for protection. They should not be opened to the elements.



Figure 8. Exterior of Lift Station 5B-2

As can be seen in Figure 9, the wiring in the control panel is in fair condition, however it was reported that the warning alarm does not work at this lift station. It is recommended that an electrician be hired to address this problem. A sign should also be attached in a conspicuous location indicating the phone number to call in case the emergency alarm is sounding. A fence should also be installed to prohibit tampering and damage of the lift station.

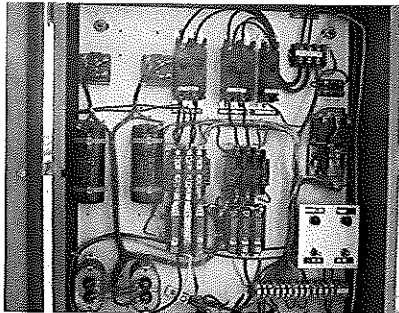


Figure 9. Lift Station 5B-2 Control Panel

In Figure 10 it can be seen that the metal inside the wet well has a great amount of corrosion and there is also a nylon strap to pull the pump. All of the metal in the wet well should be replaced with stainless steel metal, including a pull chain for the pumps.

The wet well should have two (2) working pumps installed that have been sized for the flows entering the lift station, the required head and the size of the force main to achieve sufficient velocity to scour the force main. There should also be a backup pump in storage in case the lift station pumps require maintenance or replacement. It would be beneficial if several of the lift stations use the same pump. Therefore a single pump could be kept on hand for backup of several lift stations instead of having a backup pump for each lift station.

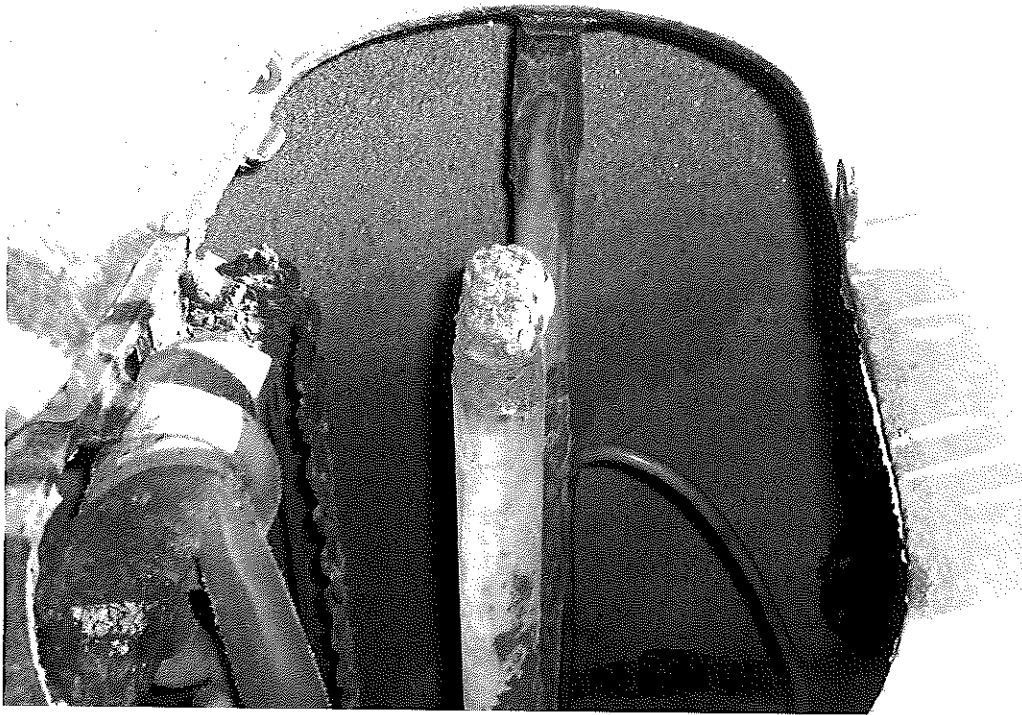


Figure 10. Interior of Lift Station 5B-2

2.4 Golf Course Lift Station

The Golf Course lift station is located west of Lot 123 of Concho Valley Unit 5A. This lift station accepts flows from lift stations 9A, 5B-1 and 5B-2. It has an eight foot (8') diameter wet well with two (2) 10 HP pumps. The Golf Course Lift Station has a six-inch (6") diameter force main and flows to the Motel Lift Station. Generally, the lift station is in fare to good condition. The lift station is configured with a wet well chamber as well as a

separate valve vault for the force main. Figure 11 shows a photo of the exterior of the lift station.



Figure 11. Exterior of Golf Course Lift Station

The wet well is in good condition. The metal in the wet well also appears to be in good condition. The control panel is located off of the wet well and it mounted on an adjacent panel. However, the openings in the control panel are quite a bit larger than the conduit. These openings should be closed to seal the control panel (see Figure 12).

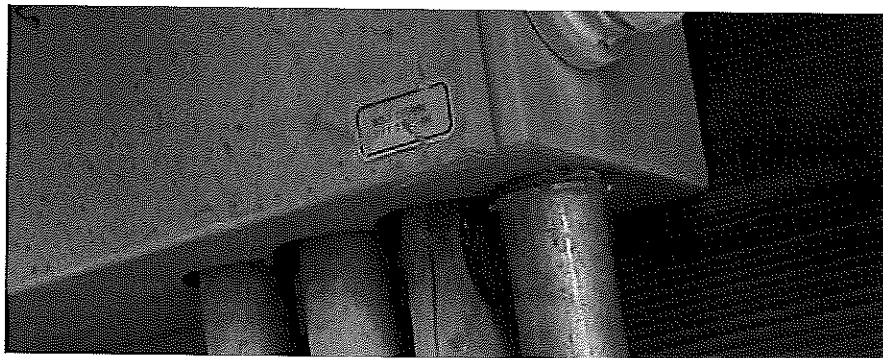


Figure 12. Control Panel Openings

The control panel appears to be in good shape. It was reported that the alarms on the lift station do not work. It is recommended that the alarms be fixed to give a warning if the lift station does not operate correctly. A sign should also be added to the site indicating a phone number to call when the alarm is warning.



Figure 13. Interior of Golf Course Lift Station

In Figure 14 it can be seen that the wet well is in fairly good condition. The metal inside the well does not appear to be corroding and is still in good condition. Stainless steel pull chains should be installed to allow the pumps to be pulled for maintenance and replacement. It was reported that there is not a spare pump for this lift station. As was recommended for the other lift stations, a spare pump should be kept on hand for this lift station as well.

As was mentioned, this lift station has a separate valve vault for the force main as it exits the wet well. The piping in the valve vault has a large amount of corrosion. In Figure 15 it can be seen that water has entered the valve vault and the check valve on the line that allows the valve vault to drain to the wet well has not opened or the line itself is plug. Based on the high water marks in the vault it appears the water sat in the vault for a long period of time. This should be corrected by either repairing or replacing the check valve, or

clearing the line (which ever work is required to correct the problem) to allow the vault to drain.

Also, in the same valve vault, the concrete on the vault itself has deteriorated around the force main that extends out of the vault. This concrete should be patched to keep the vault from deteriorating completely and allowing infiltration.

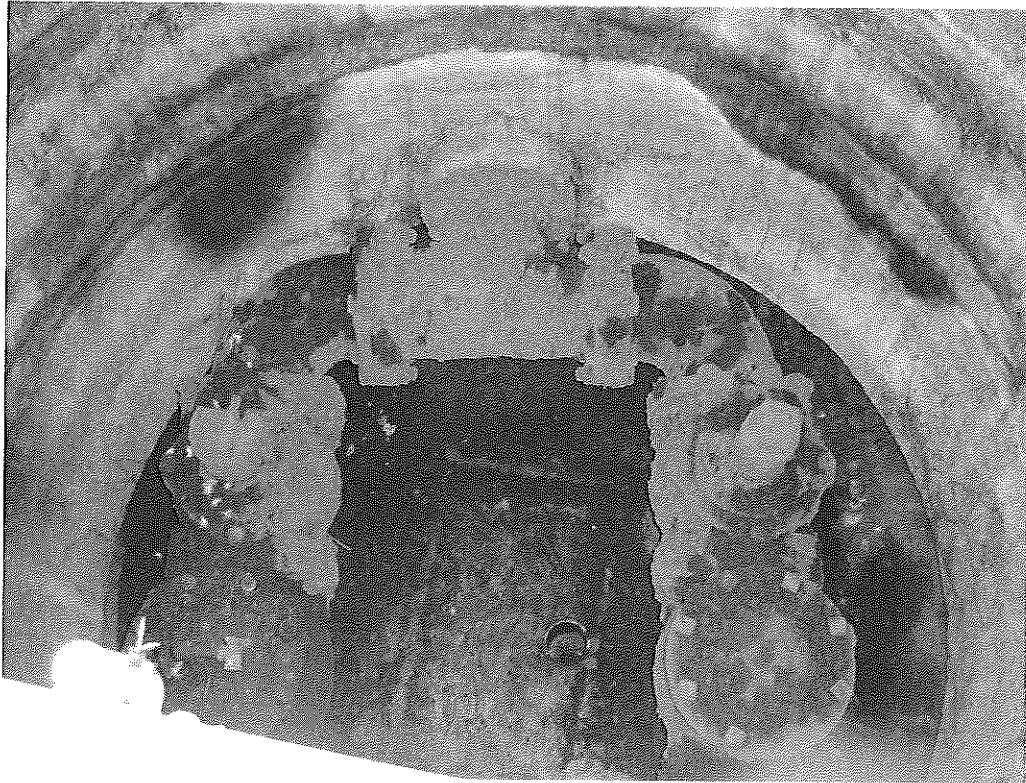


Figure 14. Golf Course Lift Station Valve Vault

The wet well should have two (2) working pumps installed that have been sized for the flows entering the lift station, the required head and the size of the force main to achieve sufficient velocity to scour the force main. There should also be a backup pump in storage in case the lift station pumps require maintenance or replacement.

2.5 Motel Lift Station

The Motel Lift Station is located southeast of the Concho Motel. The lift station handles sewer flows from Concho Valley Unit 1B and the Club House. The wet well is five feet (5') in diameter and was reported to only have a single functioning 2 HP pump. The force main from the wet well is a four inch (4") diameter line that runs to a gravity manhole located on the west side of Concho Valley Unit 5A. The wet well has a metal top and lid. The control panel is mounted directly onto the metal top; however it doesn't appear that

the mounting pole of the panel has corroded much. This lift station also has a hoist base that can be utilized to lift the pumps from the wet well. Figure 15 shows a photo of the exterior of the lift station.



Figure 15. Exterior of Motel Lift Station

The existing lid is also showing a great deal of corrosion. There is also not a vent on this wet well to allow the hydrogen sulfide gasses to exit, but should be added to the wet well.

It is also recommended that the control panel be moved from off of the wet well lid and be placed near the lift station. Conduit should be ran from the side of the wet well to the control panel. Special care should be made to install all wiring in conduit to provide protection. As can be seen in Figure 15, there are wires that are exposed. The entrance to the conduit at the wet well should also be sealed to prevent the sewer gasses from traveling through the conduit to the control panel.

It was also reported that the emergency alarm on this lift station does not work. This problem should also be corrected. Also, there is no fence installed to prohibit tampering of the lift station. It is recommended that a fence be installed to prevent damage to the lift station. A sign should also be attached in a conspicuous location indicating the phone number to call in case the emergency alarm is sounding.

The wet well should have two (2) working pumps installed that have been sized for the flows entering the lift station, the required head and the size of the force main to achieve sufficient velocity to scour the force main. There should also be a backup pump in storage in case the lift station pumps require maintenance or replacement.

As previously mentioned, the Motel Lift Station pumps sewer through a four-inch (4") force main to an existing manhole located in Concho Valley Unit 5A. This sewer in this manhole then gravity flows to the south to the Golf Course Lift Station. The Golf Course Lift Station then pumps the sewer to the west to the right-of-way of Highway 61. The sewer continues north, parallel to Highway 61, and past the Concho Hotel and eventually to the Main Lift Station in Concho. To reduce pumping costs, a new four-inch (4") force main should be installed from the Motel Lift Station, northward to County Road 5100 and then west over to connect to the existing force main located in the right-of-way of Highway 61. This would decrease Golf Course Lift Station operating costs. This would require approximately 600 linear feet of four-inch (4") force main be installed. The approximate location of the proposed force main is shown in Figure 16. This line would need to be designed and constructed to prevent backflow into the Motel Lift Station.

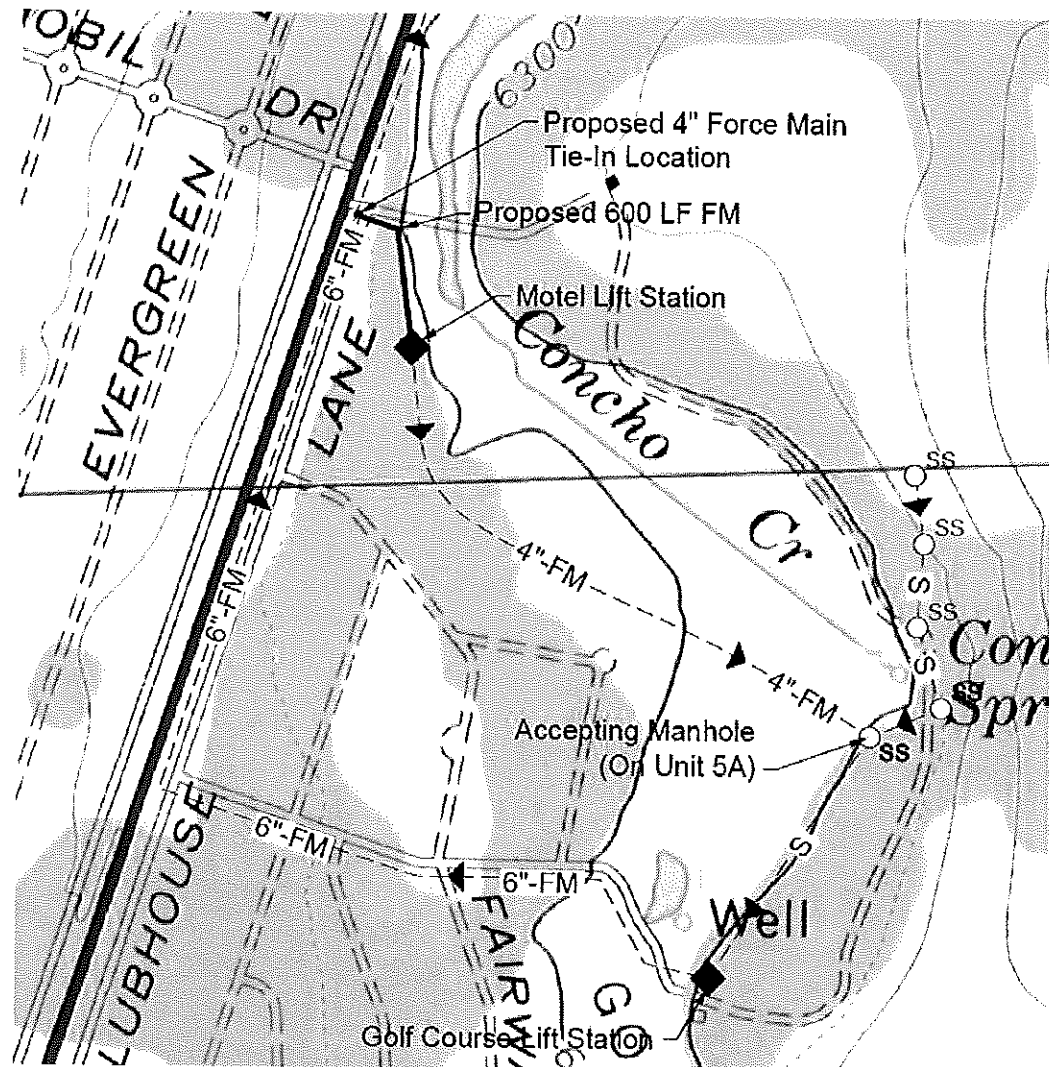


Figure 16. Possible Force Main Location

2.6 Main Lift Station

The Main Lift Station is located west of Concho itself and on the south side of County Road 5020 (Snowflake Highway). This lift station accepts flows from the Golf Course Lift Station, which is approximately 359 feet higher in elevation than the Main Lift Station. The sewer is delivered to the Main Lift Station via force main and gravity line. The Main Lift Station has an eight foot (8') diameter wet well with two (2) 20 HP pumps. The Main Lift Station has an eight-inch (8") diameter force main and sends flows to the treatment facility site. Generally, the lift station is in fair condition. The lift station is configured with a wet well chamber as well as a separate valve vault for the force main. Figure 17 shows a photo of the exterior of the lift station.



Figure 17. Exterior of Main Lift Station

As can be seen in Figure 18, the wet well needs some concrete patching around the pipes that penetrate the wet well wall. The metal in the wet well also appears to be in fair condition. The control panel is located off of the wet well and it mounted on good supports. However, the openings in the control panel are quite a bit larger than the conduit. These openings should be closed to seal the control panel (see Figure 19).



Figure 18. Main Lift Station Wet Well

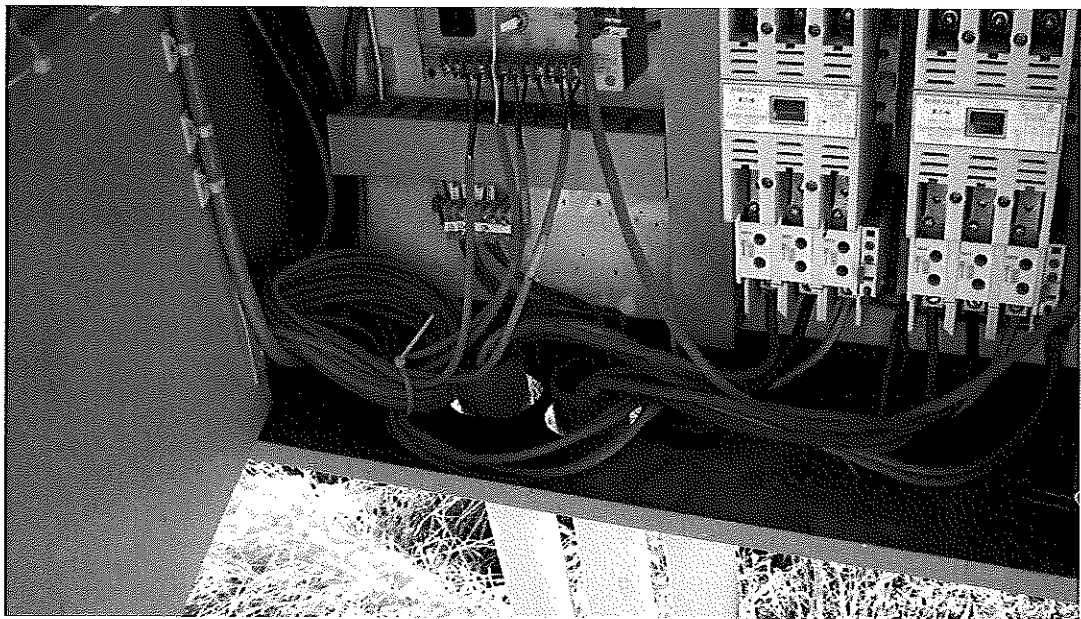


Figure 19. Main Lift Station Control Panel

The control panel appears to be in good shape. It was reported that the alarms on the lift station do not always work. It is recommended that the alarms be fixed to give a warning if the lift station does not operate correctly. A sign should also be added to the site indicating a phone number to call when the alarm is warning.

It was also reported that there is not a spare pump for this lift station. As was recommended for the other lift stations, a spare pump should be kept in reserve.

Only one lift station had a hoist base that could be used to lift the pumps from the lift station. It was reported that the sewer company does not have equipment to pull the pumps from the wet wells, therefore installing a hoist at each lift station will most likely be beneficial, however this was not included in the cost estimates. It is also recommended that all of the wet wells be epoxy coated for protection and a longer life. It was also reported that there are no backup generators for the system. It is recommended that at a minimum, a single portable backup generator be purchased and the control panel at each lift station be modified to enable the generator to operate the lift station. A single portable generator has been included in the cost estimates.

3.0 MANHOLES

There were seven (7) manholes that were observed for inspection. Six (6) of the manholes were located in Concho Valley Unit 9. The other manhole that was inspected was the first manhole in the interceptor line that the Golf Course Lift Station force main empties in to.

3.1 Unit 9 Manholes

The six (6) manholes in Unit 9 were all in very good condition. None of the manholes had any flow in them. It didn't appear that any work is required for these manholes. Figure 20 is a photograph of the manhole located at Lot 138 in Unit 9. This shows the condition of the inside of the manhole.

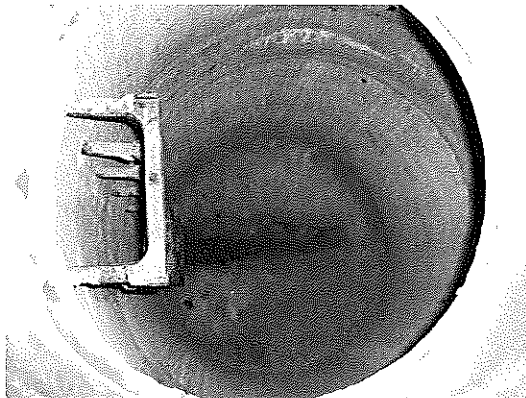


Figure 20. Manhole on Lot 138, Unit 9

3.2 Interceptor Manhole

As was mentioned, the interceptor manhole is the manhole that the Golf Course Lift Station empties in to and is the first manhole on the interceptor line. This manhole is located at station 126+00 in the ADOT right-of-way of Highway 61. The manhole is a four-foot (4') diameter manhole, with a depth of approximately six-feet (6'). The manhole was in poor condition as can be seen in Figure 21.



Figure 21. Interceptor Manhole

As can be seen in Figure 21, the concrete of the manhole has deteriorated. This is most likely because of the hydrogen sulfide introduced from the force main. Because there is a relatively small amount of flow into the system, it is likely that the sewer in the force goes septic before the sewer enters the manhole. With the septic sewage also comes the hydrogen sulfide which can cause Microbial Induced Corrosion (MIC) and will severely corrode the concrete in the manhole. This manhole should be replaced and then the manhole should be coated with an epoxy liner. The liner will bond to the concrete of the manhole to prevent the corrosion of the concrete. Although the next downstream manhole is approximately five-hundred feet (500') downstream of this manhole, it should be examined to determine if the hydrogen sulfide gasses have caused corrosion problems in it as well. It may need replaced and/or coated as well.

Other manholes in the system that receive flows from force mains should also be inspected to determine if they are in similar condition as the manhole that was inspected. It is likely that these manholes will be corroded and need replaced and/or coated as well.

4.0 AIR RELIEF VALVES

Based on the construction plans, there appear to be many air relief valves (ARV) in the system. One ARV was observed. The valve was located in a concrete box, and the top of the valve was above the box. There was also a metal pole, indicating the location of the valve. A photo of the valve is shown in Figure 22.

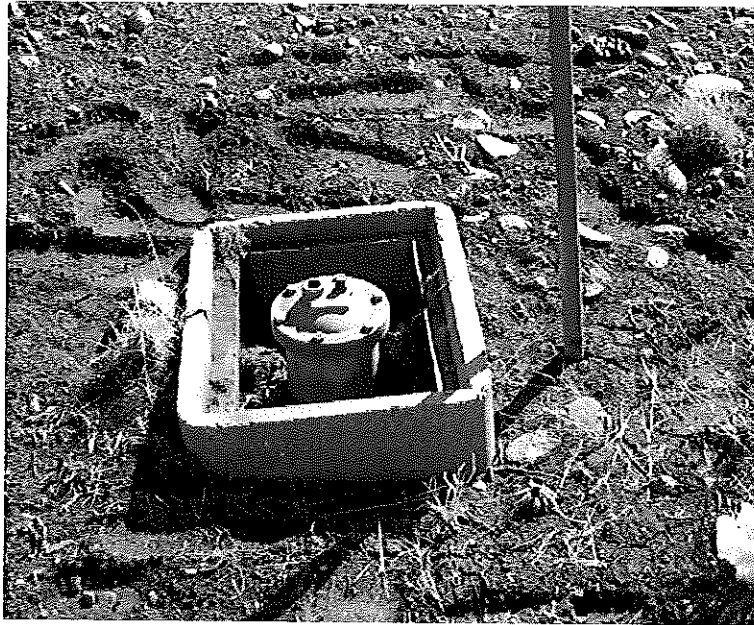


Figure 22. Air Relief Valve

It is suggested that the valve be protected. A higher box is required that can be installed above the valve so that the lid can be placed over the valve. It was not known if the valve was working. The valve should also be checked to make sure that it is allowing air out of the force main. All of the valves in the system should be examined to determine if the same corrective measures are necessary for them as well.

5.0 TREATMENT SITE

The treatment site is located on the south side of the Snowflake Highway. It was designed to handle flows up to 20,000 gallons per day (gpd) and when the site reaches flows greater than this, there is additional area to extend the treatment site to handle flows up to 538,310 gpd.

Based on the Design Report which was completed by Shreeve & Associates, Inc. in 1991, the treatment site was designed with three (3) components. They consist of a settling pond or lagoon, wetland, and reuse area. The treatment plant was designed for the influent to be receive primary treatment by entering the settling pond and allowing the solids to settle to the bottom of the pond. Then the effluent will enter wetland cells for further treatment. There have been two (2) cells constructed for treatment of up to 20,000 gpd. From the wetlands, the effluent will enter the chlorine contact chamber for further treatment, and then be sent to the reuse area for disposal. It is apparent that the treatment site has not recently received enough flows to allow the settling pond to fill and flow over into the wetlands areas. Because of the small flows, the influent has entered into the settling pond and has been treated there instead of the wetlands. As can be seen in Figure 23, a great deal of vegetation has grown in the settling pond.



Figure 23. Settling Pond - Lagoon

The settling pond (lagoon) was designed to allow a detention time between five (5) to ten (10) days to provide time for the solids to settle out of the influent. Based on the Aquifer Protection Permit (APP) number P-102422, the settling pond was designed to have an 18" clay liner. The substantial vegetation root system could penetrate the liner and allow the effluent to flow below the liner and enter the groundwater, which could at some point, show up in the groundwater. Also, based on Part II.A.3 in the APP on page 2 of 27, the accumulated sludge in the pond shall be removed to obtain the required operating depth in

the pond, but at least every five (5) years. Because the flows to the pond are so small compared to the design flow, there most likely has not been a large amount of sludge build up in the pond, however ADEQ may have an issue with this in the future.

The side berms of the settling pond were also examined. A portion of the berm can be seen in Figure 24.



Figure 24. Settling Pond Berm

It appears the berms of the pond are slowly sloughing off in to the pond. Over time, the berm will break down and require maintenance. Based on the APP, the berm should have a free board height of three feet (3'). Although the flows are small now and therefore the required depth of the pond to achieve the free board is not much more than three feet, this could be a problem in the future. It is suggested that the berm be lined with riprap to prevent erosion of the berm.

The design report for the sewer treatment facility as well as the APP indicates the treatment site is designed to treat up to 20,000 gpd. It has been reported that there are 28 houses connected to the system. The design report also indicates that it was assumed that each residential lot will produce 250 gpd per lot. It was noted that this flow was based on restrictions that will require a 3 gallon per flush toilet and low flow shower head or other water restriction devices. It is not known if these restrictions are being practiced, however

because it appears the treatment facility is not receiving a large amount of flow, 250 gpd per lot was assumed. Based on 28 lots producing 250 gpd of sewer, the totals flows to the site are determined as follows:

$$28 \text{ lots} \times 250 \text{ gpd/lot} = 7,000 \text{ gpd}$$

Since the treatment facility was designed for 20,000 gpd, the treatment plant can handle an additional 13,000 gpd. This equates to approximately 52 additional lots that the treatment facility can handle.

6.0 TIMELINESS OF IMPROVEMENTS & COSTS

The recommendations of improvements have been categorized based upon priority. The improvements were broken down into immediate needs and moderate needs. Because the entire system was not inspected, it was assumed that where problems were found, the same type of problems could exist throughout the system. These assumptions are reflected in the cost estimates. The majority of the work required is very specific to a certain aspect of the sewer system; therefore it was somewhat difficult to determine an accurate cost. The best way to determine costs is to have a contractor provide an actual cost estimate. The costs provided can be used for general budgeting purposes. It should be noted that a generator was not included in the costs because it was reported that a generator that is owned by the water company could be used if required.

6.1 Immediate Needs

The system's immediate needs should be completed in the next year. The immediate needs include replacing all of the existing manholes that accept flows from a force main. As mentioned, it was assumed that all of the manholes that receive flows from force mains will need replaced. Also it was assumed that the next two (2) manholes downstream of the receiving manhole be epoxy coated because of the harmful gasses, but should be examined to determine if this is necessary. The immediate needs also include having two (2) working pumps in each lift station. Because the Golf Course and Motel Lift Stations, as well as Lift Stations 5B-1 and 5B-2 each have only a single working pump, the immediate needs include an additional pump for each of these. Also, it is beyond the scope of this report to determine if any of the lift stations can utilize the same size pumps therefore it was assumed that none of the lift stations will have the same size pumps and therefore each lift station will be required to have its own backup pump.

Table 1. Immediate Needs Cost Estimate

Item	Description	Total Cost	Unit Cost	Quantity	Unit
1	Install new manhole & epoxy coat	\$ 22,400	\$ 5,600	4	EA
2	Epoxy coat existing manholes	\$ 14,000	\$ 1,750	8	EA
3	Install new pumps (0 - 5HP)	\$ 6,300	\$ 2,100	3	EA
4	Install new pumps (6 - 10 HP)	\$ 9,200	\$ 9,200	1	EA
Total		\$ 51,900			

6.2 Moderate Needs

The system's moderate needs should be completed in approximately the next five (5) years, but does depend on the growth (users) that the system receives. The moderate needs include all of the other suggested needs that were not included in the immediate needs. The needs include having an additional pump for each size pump in the system, moving the control panels from the top of the wet wells and adding vents to the wet wells, fixing bare wiring and correcting wiring in control panels and alarms. It also includes replacing metal inside wet wells and installing pull chains. It also includes providing some protection to the lift stations by installing a fence around them and adding a sign to each lift station indicating what number to call if the alarm is going off. Especially when the system receives more flows, the loss of electrical power could be problematic to the system functioning. It is also suggested that a portable backup generator be purchased to mobilize to a lift station in a case when the power is out. This most likely will also require the controls be modified to allow generator use at the lift station. The suggested improvements at the treatment site were included in the costs as well. A detailed list and cost estimates are shown in Table 2.

Table 2. Moderate Needs - Lift Stations Cost Estimate

Item	Description	Total Cost	Unit Cost	Quantity	Unit
<u>Lift Station 9A</u>					
1	Lower control box, seal openings, move float wire junction box, controls for generator	\$ 1,400	\$ 1,400	1	LS
2	Install chain link fence and sign	\$ 2,400	\$ 2,400	1	LS
Sub-Total		\$ 3,800			
<u>Lift Station 5B-1</u>					
1	Replace wet well lid, add vent, move control panel & fix wiring & alarm, re-route conduit, controls for generator	\$ 5,900	\$ 5,900	1	LS
2	Replace metal in wet well	\$ 4,600	\$ 4,600	1	LS
3	Install chain link fence and sign	\$ 2,400	\$ 2,400	1	LS
Sub-Total		\$ 12,900			
Total Sub-Total		\$ 16,700			

Table 2 Continued...

Item	Description	Total Cost	Unit Cost	Quantity	Unit
<u>Lift Station 5B-2</u>					
1	Replace wet well lid, add vent, move control panel & fix wiring & alarm, re-route conduit, controls for generator	\$ 5,900	\$ 5,900	1	LS
2	Replace metal in wet well	\$ 4,600	\$ 4,600	1	LS
3	Install chain link fence and sign	\$ 2,400	\$ 2,400	1	LS
Sub-Total		\$ 12,900			
<u>Golf Course Lift Station</u>					
1	Seal control panel openings, fix alarm, add sign, add pull chains, controls for generator	\$ 1,750	\$ 1,750	1	LS
2	Replace check valve from valve vault, patch concrete in valve vault	\$ 1,200	\$ 1,200	1	LS
Sub-Total		\$ 2,950			
<u>Motel Lift Station</u>					
1	Add vent, move control panel & fix alarm, re-route conduit, control for generator	\$ 1,750	\$ 1,750	1	LS
2	Install new 4" force main	\$ 16,800	\$ 28	600	LF
3	Install chain link fence and sign	\$ 2,400	\$ 2,400	1	LS
Sub-Total		\$ 20,950			
<u>Main Lift Station</u>					
1	Seal control panel openings, patch concrete in wet well, add sign, control for generator	\$ 850	\$ 850	1	LS
2	Fix alarm	\$ 1,750	\$ 1,750	1	LS
Sub-Total		\$ 2,600			
<u>Miscellaneous</u>					
1	Epoxy coat each wet well	\$ 27,000	\$ 4,500	6	EA
2	Generator	\$ 2,900	\$ 2,900	1	EA
Sub-Total		\$ 29,900			
Total Sub-Total		\$ 69,300			

Table 3. Moderate Needs - Treatment Facility Site Cost Estimate

Item	Description	Total Cost	Unit Cost	Quantity	Unit
<u>Treatment Site</u>					
1	Clearing vegetation from settling pond and grading berms	\$ 4,795	\$ 7	685	SY
2	Riprap	\$ 17,280	\$ 32	540	SY
Sub-Total		\$ 22,075			

Table 4. Moderate Needs - Replacement Pumps On Hand

Item	Description	Total Cost	Unit Cost	Quantity	Unit
<u>Replacement Pumps</u>					
1	0 - 5HP	\$ 8,400	\$ 2,100	4	EA
2	6 - 10HP	\$ 18,400	\$ 9,200	2	EA
Sub-Total		\$ 26,800			

Therefore the immediate needs total to \$51,900, the moderate needs total \$134,875. Based on adding the estimated costs for both the immediate needs and the moderate needs, the total suggested improvement costs are \$186,775.

7.0 CONCLUSION

A portion of the Livco Sewer System was inspected to determine the necessary changes to improve the system to ensure the system keeps operating and try to avoid having problems with the operation of the system. It was determined that work is needed for all of the lift stations, most likely all of the manholes that sewer from force mains enter, as well as the treatment plant itself. It was also determined that a new shorter force main can be installed to save on pumping costs.

**PETITION FOR THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA TO ESTABLISH
THE CONCHO WASTEWATER IMPROVEMENT DISTRICT (CWID)**


The undersigned real property owners (Petitioners), as set forth in Exhibit A, hereby petition the Board of Supervisors (Board) of Apache County, Arizona (County), to enter its final order (Resolution) forming a domestic wastewater improvement district acting pursuant to the provisions of Title 48, Chapter 6, Arizona Revised Statutes ("A.R.S."), as amended (Improvement District Act).

1. Petitioners propose to organize a domestic wastewater improvement district to be named "Concho Wastewater Improvement District" (District).
2. The proposed District boundaries within the County are delineated by legal description in Exhibit B and map in Exhibit C (Property).
3. The District is needed to operate and maintain a domestic wastewater system and other local improvements within the Property. The formation of the District and the operation, and maintenance of the improvements will promote public convenience, necessity and welfare. All of the Property will be benefited by these improvements, which are generally outlined in Exhibit D.
4. The District is within the boundaries of an existing service territory of a public service corporation that provides wastewater services as defined by a certificate of convenience and necessity issued by the Arizona Corporation Commission (Commission). The District is not within the boundaries of a proposed service territory of a public service corporation that provides domestic water or wastewater services as defined by an application for a certificate of convenience and necessity that is pending before the Commission or that has been considered by the Commission within one year before the date this petition is filed.
5. The District shall be a special purpose district and a municipal corporation for all applicable purposes. These purposes consist of, but are not limited to, the purposes prescribed in § 48-909(A)(5) as well as the related powers prescribed in A.R.S. § 48-909(B), and A.R.S. § 48-910.
6. Petitioners acknowledge that the formation of the District may result in the levy of ad valorem taxes, assessments and other charges to pay the costs of improvements constructed or acquired by the District and for their operation and maintenance, and that the Property and its owners will be subject to the ordinances, resolutions and other laws of the District. Petitioners also understand and consent that taxes may be levied on a square footage basis pursuant to A.R.S. § 48-955.
7. Petitioners request that the Board determine that the District be governed by a board of directors composed of three members. Petitioners recommend the following property owners serve as the initial directors: (1) Rick Kautz; (2) Patrick Murphy; and (3) Sheldon Barrett.
8. This Petition is signed by persons owning the majority of real property within the proposed District boundaries.
9. The Petitioners represent and understand that this Petition: (1) constitutes a binding obligation; (2) has been validly authorized and executed as verified in Exhibit E; (3) requests that the Board establish the District boundaries in accordance with Exhibit B; (4) is signed by persons owning the majority of real property the proposed District boundaries and any requirements of posting, publication, mailing, or notice otherwise required by the Improvement District Act in connection with the adoption of the Resolution will be complied with prior to the hearing before the Board; (5) requests that the Board conduct a hearing as required by A.R.S. § 48-904; and (6) upon a proper showing that the formation of the proposed District will promote public convenience, necessity and welfare, such District be established in accordance with the boundaries legally described in Exhibit B.

**VERIFICATION OF PROPERTY OWNER REGARDING SUFFICIENCY OF
PETITION FOR ESTABLISHMENT OF CONCHO WASTEWATER
IMPROVEMENT DISTRICT**

STATE OF ARIZONA)
) ss.
COUNTY OF APACHE)

I, the undersigned, declare: that the facts stated in the foregoing petition are true; that the people or entities identified in Exhibit A of the petition are the owners of the real estate within the boundaries of the proposed Concho Wastewater Improvement District ("District"); that the people executing the petition were competent to sign the foregoing petition on their own behalf or were duly authorized to sign the foregoing petition with regard to the real estate within the proposed District; and that I have examined attached copies of the petition and hereby verify that the signatures thereto are, to the best of my knowledge, the genuine signatures of the owners of land, or their authorized representatives, within the District.



Jenni Wicks

Date: 4/18/13

Beth Bond

From: Gaetano Sacco <dieselenginewarehouse@outlook.com>
Sent: Monday, July 01, 2013 9:25 AM
To: Beth Bond
Subject: VOTE >>>NO

Hi I am the owner of the parcel #201>45>086 in Concho on wastewater improvement mi vote his >>NO >>>> thank you Gaetano N Sacco trust

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

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

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

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

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



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

TO: Property Owners within Proposed District Boundaries.

FROM: Delwin Wengert, Clerk of the Board *DW*

DATE: June 24, 2013

SUBJECT: Public Hearing for the Proposed Concho Wastewater Improvement District

This is to notify you that the Apache County Board of Supervisors is scheduled to hold a public hearing regarding the proposed formation of the Concho Wastewater Improvement District.

The public hearing is scheduled for Monday morning, August 5, 2013 at 8:30 am in the Board of Supervisors meeting room, County Annex building, 75 West Cleveland Street in St. Johns Arizona.

The public may view a copy of the petitions and proposed boundaries in the office of the County Manager/Clerk of the Board during normal business hours or online at www.co.apache.az.us.

Please contact my office if you have any questions.

EXHIBIT A (continued)

PLEASE PRINT YOUR NAME, ADDRESS AND PROPERTY INFORMATION. INDICATE THAT YOU ARE A PROPERTY OWNER AND SIGN ON THE SIGNATURE LINE.

THE SIGNER MUST HAVE AUTHORITY TO SIGN FOR THE PROPERTY IF THEY ARE A CO-OWNER OR JOINT OWNER (INCLUDING SPOUSES), GUARDIAN, TRUSTEE, OR OFFICER OF A CORPORATION. ONLY ONE SIGNATURE PER OWNERSHIP IS NECESSARY.

Name: STEVE VITAL Check one: Owner:
Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: HC 30 Box 506

Assessor's Parcel Number(s): _____

201-31-002A

of parcels: 1 .46 ACRE

Signature(s): Steve Vital Date: 12/5/12

Name: _____ Check one: Owner:
Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: _____

Assessor's Parcel Number(s): _____

of parcels: _____

Signature(s): _____ Date: _____

Page: _____ of _____

EXHIBIT A (continued)

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Name: Steve WALKUP Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: 7 JONES Drive

Assessor's Parcel Number(s): 201-45-024

of parcels: 1 .37 ACRE

Signature(s): [Signature] Date: 12/3/12

Name: _____ Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: _____

Assessor's Parcel Number(s): _____

of parcels: _____

Signature(s): _____ Date: _____

EXHIBIT A (continued)

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Name: JENNIFER WICKS Check one:
Owner:
Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: HC 30 Box 751, CONCHO AZ 85924

Assessor's Parcel Number(s): 201 59 062

of parcels: 1 .46 ACRE
Signature(s): [Signature] Date: 11/29/12

Name: Stephen W. Neuzil Check one:
Owner:
Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: P.O. Box 335

Assessor's Parcel Number(s): 201-46-397

of parcels: 1 .37 ACRE
Signature(s): S. W. Neuzil Date: NOV. 29, 2012

EXHIBIT A (continued)

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Name: FRANK WRIGHT Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

MAIL ADDRESS Address: HC 30 Box 699 CONCHO VALLEY AZ 85924 - 28 Green DR

Assessor's Parcel Number(s): 201-47-021

of parcels: 1 .12 ACRE

Signature(s): [Signature] Date: 12-12-2012

Phone # - Home - 928-245-2865 Cell - 928-476-1743

Name: _____ Check one: Owner: _____ Guardian, Trustee or officer: _____

Company Name (if corporate ownership): _____

Address: _____

Assessor's Parcel Number(s): _____

of parcels: _____

Signature(s): _____ Date: _____

EXHIBIT A (continued)

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Name: **Cam C Walker**

Check one:

Owner:

Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: 1533 Independence Way, Boulder City NV 89005

Assessor's Parcel Number(s): 201-46-385, 201-46-386

of parcels: 2
Signature(s): *Cam C Walker* Date: 1/10/13 ^{184 acres}

Name: _____

Check one:

Owner:

Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: _____

Assessor's Parcel Number(s): _____

of parcels: _____

Signature(s): _____ Date: _____

Page: _____ of _____

EXHIBIT A (continued)

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Name: **Ron Walker** Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: 1295 S. Tenaya Way, Las Vegas NV 89117

Assessor's Parcel Number(s): 201-45-001 201-45-002 201-59-089 201-59-090 201-59-091 201-59-092 201-46-348

of parcels: 7 2.25 ACRES Signature(s): Ron Walker Date: 1/16/13

Name: _____ Check one: Owner: _____ Guardian, Trustee or officer: _____

Company Name (if corporate ownership): _____

Address: _____

Assessor's Parcel Number(s): _____

of parcels: _____

Signature(s): _____ Date: _____

Page: _____ of _____

EXHIBIT A (continued)

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Name: CLEMENS F. WALKER Mgr. Check one: Owner: _____ Guardian, Trustee or officer: X

Company Name (if corporate ownership): **Concho Valley Golf LLC**

Address: 8 Hummingbird Lane, Henderson NV 89014

Assessor's Parcel Number(s): 201-09-008C

of parcels: 1 181.49 ACRES
Signature(s): Clemens F Walker Date: 3 Jan 2013

Name: CLEMENS F WALKER Mgr Check one: Owner: _____ Guardian, Trustee or officer: X

Company Name (if corporate ownership): **Concho CC Development LLC**

Address: 3900 Paradise Rd #U, Las Vegas NV 89169

Assessor's Parcel Number(s): 201-09-008M, 201-09-008N

of parcels: 2 1.25 ACRES
Signature(s): Clemens F Walker Date: 3 Jan 2013

Page: _____ of _____

EXHIBIT A (continued)

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Name: Rick Kautz

Check one:

Owner: _____

Guardian, Trustee or officer: X

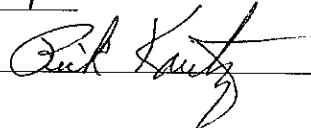
Company Name (if corporate ownership): Livco Sewer Co

Address: PO Box 92, Concho AZ 85924

Assessor's Parcel Number(s): 212-03-003F

of parcels: 1

35.41 ACRES

Signature(s): 

Date: 11-28-12

Name: _____

Check one:

Owner: _____

Guardian, Trustee or officer: _____

Company Name (if corporate ownership): _____

Address: _____

Assessor's Parcel Number(s): _____

of parcels: _____

Signature(s): _____

Date: _____

Page: _____ of _____

EXHIBIT A

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Name: Rick Kautz

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Guardian, Trustee or officer: X

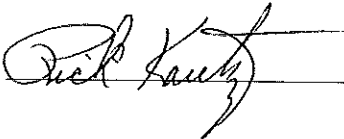
Company Name (if corporate ownership): Outback Development LLC

Address: PO Box 92, Concho AZ 85924

Assessor's Parcel Number(s): 201-45-025, 201-45-034, 201-45-106, 201-46-273, 201-46-311, 201-55-047, 201-55-065

of parcels: 7

2.24 ACRES

Signature(s): 

Date: 11-28-12

Name: Rick Kautz

Check one:

Owner:

Guardian, Trustee or officer: X

Company Name (if corporate ownership): Country Club Properties of Concho Inc.

Address: PO Box 92, Concho AZ 85924

Assessor's Parcel Number(s): 201-45-108, 201-46-295, 201-46-331, 201-55-042, 201-55-045, 201-55-073, 201-55-074, 201-55-101, 201-55-102, 201-55-148, 201-59-011, 201-59-014, 201-59-052, 201-59-061, 201-59-071, 201-71-001b, 212-03-003E, ~~201-59-047~~

of parcels: 18

166.96 ACRES

Signature(s): 

Date: 11-28-12

Page: of

EXHIBIT A

PLEASE PRINT YOUR NAME, ADDRESS AND PROPERTY INFORMATION. INDICATE THAT YOU ARE A PROPERTY OWNER AND SIGN ON THE SIGNATURE LINE.

THE SIGNER MUST HAVE AUTHORITY TO SIGN FOR THE PROPERTY IF THEY ARE A CO-OWNER OR JOINT OWNER (INCLUDING SPOUSES), GUARDIAN, TRUSTEE, OR OFFICER OF A CORPORATION. ONLY ONE SIGNATURE PER OWNERSHIP IS NECESSARY.

Name: Robert Brian Chislett Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: P.O. Box 1008, West Plains, Mo. 65775

Assessor's Parcel Number(s): 201-42-247 B

of parcels: 1 .31 ACRE

Signature(s): R. B. Chislett Date: 12/5/12

Name: Guillermo Padilla Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: Box 193 Cowcho AZ. 85924

Assessor's Parcel Number(s): 201-14-024

of parcels: 1

Signature(s): Guillermo Padilla Date: 12-11-12

EXHIBIT A (continued)

PLEASE PRINT YOUR NAME, ADDRESS AND PROPERTY INFORMATION. INDICATE THAT YOU ARE A PROPERTY OWNER AND SIGN ON THE SIGNATURE LINE.

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Name: The JAMES T. VYLENE
CORBETT FAMILY TRUST Check one:
Owner:
Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: 39 MILLER, CONCHO, AZ 85924

Assessor's Parcel Number(s): 201-46-399

of parcels: 1 .51 ACRE

Signature(s): David Corbett - Trustee Date: 11-30-2012

Name: David Sullivan Check one:
Owner:
Guardian, Trustee or officer: _____

Company Name (if corporate ownership): _____

Address: P.O. Box 412 Concho, AZ 85924

Assessor's Parcel Number(s): # 201 45 055

of parcels: 1 .34 ACRE

Signature(s): David Sullivan Date: 12/3/12

EXHIBIT A (continued)

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Name: Robert H. Dwyer Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: PM 13519, 555 Saturn Blvd, Ste. B, San Diego, Ca 92154

Assessor's Parcel Number(s): 201-54-005

of parcels: 1 137.99 ACRES

Signature(s): Robert H. Dwyer Date: 12-14-12

Name: _____ Check one: Owner: _____ Guardian, Trustee or officer: _____

Company Name (if corporate ownership): _____

Address: _____

Assessor's Parcel Number(s): _____

of parcels: _____

Signature(s): _____ Date: _____

EXHIBIT A (continued)

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Name: ALBERT GARCIA Check one: Owner: X
Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: PO BOX 184, CONCHO, AZ 85924

Assessor's Parcel Number(s): 201 '45 109'

of parcels: 1 1.45 ACRES

* Signature(s): Albert Garcia * Date: 12/8/2012

Name: _____ Check one: Owner: _____
Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: _____

Assessor's Parcel Number(s): _____

of parcels: _____

Signature(s): _____ Date: _____

EXHIBIT A (continued)

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Name: Glen A. Green Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: PO Box 449, Cowichan AZ 85924

Assessor's Parcel Number(s): 201-45-011

of parcels: 1 44 ACRE

Signature(s): Glen A. Green Date: 12-4-12

Name: _____ Check one: Owner: _____ Guardian, Trustee or officer: _____

Company Name (if corporate ownership): _____

Address: _____

Assessor's Parcel Number(s): _____

of parcels: _____

Signature(s): _____ Date: _____

EXHIBIT A (continued)

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Name: Jessie Griffith Check one: Owner: *
Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: _____

Assessor's Parcel Number(s): 201-45-006

of parcels: 1
Signature(s): Jessie Griffith Date: 12/4/12
.44 ACRE

Name: _____ Check one: Owner:
Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: _____

Assessor's Parcel Number(s): _____

of parcels: _____

Signature(s): _____ Date: _____

EXHIBIT A (continued)

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Name: Donald P. + or Audrey Borg Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: 32 Hogan Lane

Assessor's Parcel Number(s): 201-46-358A, 359, 360

of parcels: 3 1.48 ACRES
Signature(s): Donald P. Borg Date: 12/11/12

Name: _____ Check one: Owner: _____ Guardian, Trustee or officer: _____

Company Name (if corporate ownership): _____

Address: _____

Assessor's Parcel Number(s): _____

of parcels: _____

Signature(s): _____ Date: _____

Page: _____ of _____

over

EXHIBIT A

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Name: WALTER A. KRASZEWSKI Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: 4 CR 5090 PATE LANE

Assessor's Parcel Number(s): 201-46-408

of parcels: 1 .37 ACRE

Signature(s): Walter A. Kraszewski Date: 30/10/12

Name: Charles Lefler Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: PO Box 155, Concho AZ 85924

Assessor's Parcel Number(s): 201-45-069

of parcels: Ch ① .33 ACRE

Signature(s): Charles Lefler Date: 12/4/12

EXHIBIT A (continued)

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Name: RICHARD A. LOTH Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: 137 CINDER DR, CB 5101 CONCHO, AZ, 85924

Assessor's Parcel Number(s): 201-~~55-048~~^{55 048}
201-49-020

of parcels: 2 24 ACRE

Signature(s): [Signature] Date: 12-4-12

Name: MARY F. LOTH Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: 137 CINDER DR, CB 5101 CONCHO, AZ, 85924

Assessor's Parcel Number(s): 201-55-048
201-49-020

of parcels: 2

Signature(s): [Signature] Date: 12-4-12

Page: 1 of 1

DUPLICATE

EXHIBIT A (continued)

PLEASE PRINT YOUR NAME, ADDRESS AND PROPERTY INFORMATION. INDICATE THAT YOU ARE A PROPERTY OWNER AND SIGN ON THE SIGNATURE LINE.

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Name: John H. McMary Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: P.O. Box 2088 Queen Creek AZ 85142

Assessor's Parcel Number(s): 201 14 - 021

of parcels: 1
Signature(s): John H. McMary Date: Dec 7/2012
2.85 ACRE

Name: _____ Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: _____

Assessor's Parcel Number(s): _____

of parcels: _____

Signature(s): _____ Date: _____

EXHIBIT A (continued)

PLEASE PRINT YOUR NAME, ADDRESS AND PROPERTY INFORMATION. INDICATE THAT YOU ARE A PROPERTY OWNER AND SIGN ON THE SIGNATURE LINE.

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Name: Samie L. Ophim, trustee Check one:
 Mellon Family Trust Owner:
 Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: 481 S. Main Street, Snowflake, Az 85937

Assessor's Parcel Number(s): 201-47-006

of parcels: 1 .34 ACRE

Signature(s): Samie L. Ophim Date: 12/5/2012
 trustee

Name: _____ Check one:
 Owner: _____
 Guardian, Trustee or officer: _____

Company Name (if corporate ownership): _____

Address: _____

Assessor's Parcel Number(s): _____

of parcels: _____

Signature(s): _____ Date: _____

Page: _____ of _____

EXHIBIT A (continued)

PLEASE PRINT YOUR NAME, ADDRESS AND PROPERTY INFORMATION. INDICATE THAT YOU ARE A PROPERTY OWNER AND SIGN ON THE SIGNATURE LINE.

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Name: FLORA A. MITCHELL Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: 92-506 PALAILANI ST. KAPO HIE HI. 96787

Assessor's Parcel Number(s): 201-45-050

of parcels: 1 .34 ACRE

Signature(s): Flora A. Mitchell Date: DEC. 5 / 2012

Name: _____ Check one: Owner: _____ Guardian, Trustee or officer: _____

Company Name (if corporate ownership): _____

Address: _____

Assessor's Parcel Number(s): _____

of parcels: _____

Signature(s): _____ Date: _____

EXHIBIT A (continued)

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Name: NESTOR MONTAYA Check one: Owner: X
Guardian, Trustee or officer: _____

Company Name (if corporate ownership): _____
Address: PO BOX 825 SAINT JOHNS AZ 85936
Assessor's Parcel Number(s): 201'49'00'

of parcels: 1
Signature(s): Nestor Montoya Date: 12/12/12
.17 ACRE

Name: _____ Check one: Owner: _____
Guardian, Trustee or officer: _____

Company Name (if corporate ownership): _____
Address: _____
Assessor's Parcel Number(s): _____

of parcels: _____
Signature(s): _____ Date: _____

Page: _____ of _____

EXHIBIT A (continued)

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Name: John S. Morones Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: 23 Jones or P.O. Box 73 Concho 85924

Assessor's Parcel Number(s): 201-45-032

of parcels: 1 .37 ACRE

Signature(s): [Signature] Date: 11-28-12

Name: PAT MURPHY Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: PO Box 718 Concho, AZ 85924

Assessor's Parcel Number(s): 201 15 030

of parcels: 1 1.20 ACRE

Signature(s): [Signature] Date: 12-3-12

EXHIBIT A (continued)

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Name: JUNE B ROBERTS Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: P.O. Box 108 Concho AZ 85924

Assessor's Parcel Number(s): 201-45-036

of parcels: 1 .36 Acre

Signature(s): JUNE B ROBERTS Date: 12/13/2012

Name: _____ Check one: Owner: _____ Guardian, Trustee or officer: _____

Company Name (if corporate ownership): _____

Address: _____

Assessor's Parcel Number(s): _____

of parcels: _____

Signature(s): _____ Date: _____

EXHIBIT A (continued)

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Name: Regina Shaver Regina Shaver Check one: Owner:
Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: 3031 RIMROCK DRIVE LAWRENCE, MS 66047

Assessor's Parcel Number(s): 201-14-023A

of parcels: 1 4.59 acres

Signature(s): Regina Shaver Date: 1-14-2013

Name: _____ Check one: Owner:
Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: _____

Assessor's Parcel Number(s): _____

of parcels: _____

Signature(s): _____ Date: _____

Page: _____ of _____

EXHIBIT A (continued)

PLEASE PRINT YOUR NAME, ADDRESS AND PROPERTY INFORMATION. INDICATE THAT YOU ARE A PROPERTY OWNER AND SIGN ON THE SIGNATURE LINE.

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Name: MATTHEW H. SUNADA Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): N/A

Address: COUNTY Rd 5089, Lot 26, Concho, AZ 85924

Assessor's Parcel Number(s): (UNIT 5B) 201-46-380 + 201-46-381

of parcels: 2 .83 ACRE

Signature(s): *Matthew H. Sunada* Date: 12/3/2012

Name: _____ Check one: Owner: _____ Guardian, Trustee or officer: _____

Company Name (if corporate ownership): _____

Address: _____

Assessor's Parcel Number(s): _____

of parcels: _____

Signature(s): _____ Date: _____

EXHIBIT A (continued)

PLEASE PRINT YOUR NAME, ADDRESS AND PROPERTY INFORMATION. INDICATE THAT YOU ARE A PROPERTY OWNER AND SIGN ON THE SIGNATURE LINE.

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Name: Timothy A. Towet Sr Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: #3 ACR 50809 P.O. Box 770

Assessor's Parcel Number(s): 201-46-298 A

of parcels: 1
Signature(s): [Signature] Date: 12/11/19 1.10 ACRE

Name: _____ Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: _____

Assessor's Parcel Number(s): _____

of parcels: _____

Signature(s): _____ Date: _____

EXHIBIT A (continued)

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Name: Clemons F Walker

Check one:

Owner:

Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: 8 Hummingbird Lane, Henderson NV 89014

Assessor's Parcel Number(s):

201-46-318,
201-46-389,
201-46-391,
201-46-396,
201-46-398

of parcels: 5

2.16 acres

Signature(s): Clemons F Walker

Date: 8 May 2013

Name: _____

Check one:

Owner:

Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: _____

Assessor's Parcel Number(s): _____

of parcels: _____

Signature(s): _____

Date: _____

Page: _____ of _____

EXHIBIT A (continued)

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Name: CLEMENS F WALKER Mgr. Check one: Owner: X Guardian, Trustee or officer: X

Company Name (if corporate ownership): **Concho Valley Golf LLC**

Address: 8 Hummingbird Lane, Henderson NV 89014

Assessor's Parcel Number(s): 201-09-008C

of parcels: 1 181.49 acres
Signature(s): Clemens F Walker Date: 3 Jan 2013

Name: CLEMENS F WALKER Mgr. Check one: Owner: X Guardian, Trustee or officer: X

Company Name (if corporate ownership): **Concho CC Development LLC**

Address: 3900 Paradise Rd #U, Las Vegas NV 89169

Assessor's Parcel Number(s): 201-09-008M, 201-09-008N

of parcels: 2 1.25 acres
Signature(s): Clemens F Walker Date: 3 Jan 2013

Page: _____ of _____

EXHIBIT A (continued)

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Name: SHELDON BARRETT Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: P.O. BOX 662, CONCHO, AZ 85924

Assessor's Parcel Number(s): 388
201-46-388

of parcels: 1 .34 ACRES
Signature(s): [Signature] Date: 11/30/12

Name: _____ Check one: Owner: _____ Guardian, Trustee or officer: _____

Company Name (if corporate ownership): _____

Address: _____

Assessor's Parcel Number(s): _____

of parcels: _____

Signature(s): _____ Date: _____

EXHIBIT A (continued)

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Name: Sart Chenoweth Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: 42 County Road 5086, Cowhee, AZ 85924

Assessor's Parcel Number(s): 701-46-353
701-46-354

of parcels: 2 .37 ACRE

Signature(s): [Signature] Date: 12-9-12

Name: _____ Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: _____

Assessor's Parcel Number(s): _____

of parcels: _____

Signature(s): _____ Date: _____

Page: _____ of _____

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING
November 5, 2013
St. Johns, Arizona

All Board members attended telephonically due to the Arizona Rural & Tribal Economic and Infrastructure Summit on November 4 & 5, 2013 at the Twin Arrow Resort, 22181 Resort Blvd., Flagstaff, Arizona. Participating via the telephone were: Chairman Tom M. White, Jr., Vice Chairman Barry Weller, Supervisor Joe Shirley, Jr. and County Manager/Clerk of the Board Delwin Wengert. County Attorney Michael Whiting was present.

Chairman White called to order the Apache County Board of Supervisors meeting and Health District meeting at 8:31 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona and welcomed all in attendance.

Supervisor Weller gave the invocation.

Mr. Wengert led the Pledge of Allegiance.

Chairman White called for the Public Health Services District item.

Chris Sexton, Health Director, requested approval of an Intergovernmental Agreement Tobacco Education and Prevention Services #HG060001 Amendment #4 that replaces Action Plan FY2012 with Action Plan FY2014 and replaces price sheet. **Mr. Shirley moved approval, seconded by Mr. Weller.** Mr. Weller stated that in his review of the Action Plan, he has concerns with the issue of recruiting and training youth on proper procedures to participate in compliance checks. Mr. Weller stated that he cannot support something that is training our children to be the compliance officers on other people and their parents and will be voting against the grant. Motion passed 2-1 with Mr. Weller voting nay.

Chris Sexton, Health Director, requested approval of the Governor's Office of Highway Safety Contract Occupant Protection Equipment #2014-OP-14 in the amount of \$7,454 which will support Capital Outlay of 99 convertible and 12 belt positioning child booster seats to enhance vehicle occupant protection throughout Apache County. **Mr. Shirley moved approval, seconded by Mr. Weller who stated that he is concerned that there really isn't a means to get out of the contract and he does not think the government should be involved with trying to buy safety items for people no matter what their income level. Mr. Weller stated that people need to understand that their responsibilities are going to come back on them as the federal programs start to reduce the money available and he would be voting no.** Mr. White asked if this program was countywide. Mr. Sexton stated yes. Motion passed 2-1 with Mr. Weller voting nay.

Chris Sexton, Health Director, requested approval of the Governor's Office of Highway Safety Contract Occupant Protection Training and Education #2014-OP-023 in the amount of \$4,402 which will support travel in state and materials/supplies safety belt USA educational brochures,

safety belt USA education DVD's, LATCH manuals and LATCH instructor DVD to enhance vehicle occupant protection education throughout apache county. **Mr. Shirley moved approval, seconded by Mr. Weller who stated that for the same reasons as stated in the previous item, he would be voting nay.** Mr. White called for the vote and the motion passed 2-1 with Mr. Weller voting nay.

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

Chairman White called for the regular agenda items.

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

Mr. Wengert, on behalf of the Industrial Development Authority (IDA), requested adoption of a resolution approving the proceedings of the Industrial Development Authority of the County of Apache for the issuance of not to exceed \$100,000,000. Mr. Wengert stated this is for the Industrial Development Authority of the County of Apache, Industrial Development Revenue Bonds, 2013 Series A (Tucson Electric Power Company-Springerville Project) pursuant to a plan of financing and approving the plan of financing. **Mr. Weller moved approval, seconded by Mr. Shirley.** Mr. Weller stated that he appreciated the IDA attorney William Wilder answering his Questions. Vote was unanimous.

Mr. Wengert presented the Consent Items A-K and recommended approval. Mr. Weller Requested that Item D and E be removed for discussion. Mr. Shirley moved to approve all but Items D and E, seconded by Mr. Weller. Vote was unanimous. County Manager/Clerk of the Board: A. Request approval of minutes dated October 15, 2013. B. Request approval of demands dated October 15, 2013 to November 5, 2013. Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process. AZ DEPT OF HEALTH SERVICES 1,140.00 BARNES, PATRICIA M 3,935.00 BLS COMMUNICATIONS SW INC 3,569.00 BRADCO 27,780.77 BREWER LAW OFFICE PLLC 1,782.00 BRIMHALL SAND & ROCK 4,392.77 CATERPILLAR FINANCIAL SERVICES CORPORATION 25,393.01 CRESTLINE SPECIALTIES INC 1,982.99 DELL COMPUTER CORPORATION 2,029.27 DIAMOND DRUGS INC 2,905.17 FERRELLGAS 1,039.54 FOREMOST PROMOTIONS 8,284.99 FRONTIER 3,812.49 GOLIGHTLY TIRE 7,310.18 HATCH MOTOR COMPANY SNOWFLAKE 30,169.31 HEWLETT PACKARD COMPANY 15,570.12 HILLYARD INC 2,288.58 INGRAM LIBRARY SERVICE 1,522.08 KATHLEEN M MCGUIRE PSY D LLC 2,197.50 LAWSON PRODUCTS INC 2,844.01 LEXIPOL LLC 7,300.00 LOWE'S COMPANIES INC 1,708.54 MAXIAN TECHNOLOGIES 3,027.23 MESA ENTERPRISES INC 2,489.00 MGM ASSOCIATES INC 5,790.74 MR BUBBLES 1,352.09 NAVAJO NATION WATER CODE ADMIN 1,075.00 NAVAJO TRIBAL UTILITY AUTHORITY 1,601.36 NAVAJO TRIBAL UTILITY AUTHORITY 1,197.74 NAVOPACHE ELECTRIC COOPERATIVE 14,634.80 NORTHERN TOOL & EQUIPMENT CO 1,371.59 OVERDRIVE INC 8,000.00 PATTERSON, DANA BRYCE 8,500.00 QUILL CORP 1,452.55 SCHIFF, LAURENCE 1,400.00 ST JOHNS CITY 1,168.98 ST JOHNS EMERGENCY SERVICES 2,160.84 THE GUIDANCE CENTER 1,350.00 TJP COMMUNICATIONS 9,159.28 TOWN OF EAGAR 6,657.21 TYLER TECHNOLOGIES

INC 6,163.22 UNIVERSAL FLEET CARD 3,962.22 US POSTMASTER 1,000.00
VERITAS RESEARCH CONSULTING 5,973.75 YAVAPAI COUNTY GOVERNMENT
7,850.00 YOUNGS FUTURE TIRE 1,591.32 AZ COUNTIES WORKERS COMPENSATION
PLAN 69,985.26 AZ DEPT OF REVENUE 2,093.20 APACHE COUNTY MEDICAL
142,759.50 APACHE COUNTY TAX WITHHOLDING 128,746.57 AZ STATE
RETIREMENT SYSTEM 83,823.86 COLONIAL LIFE AND ACCIDENT INS
1,291.45 CORRECTIONS OFFICER RET PLAN 9,071.92 CORRECTIONS OFFICER
RETIREMENT PLAN 520 4,665.36 MERITAIN HEALTH FLEXIBLE SPENDING
1,249.13 MUTUAL OF OMAHA 1,176.51 NATIONWIDE 1,355.00 PUBLIC SAFETY
PERSONNEL 401 14,631.77 PUBLIC SAFETY SHERIFF RET 30,330.21
SECURITY BENEFIT GROUP 1,546.00 SUPPORT PAYMENT CLEARINGHOUSE 2,701.09
ADHS AZ HEALTH CARE COST 22,400.00 AMAZON COM INC 2,927.90
AVAYA COMMUNICATIONS 1,381.19 BANNER GOOD SAMARITAN MEDICAL
CENTER 9,054.23 BASHAS' CORPORATE OFFICE 1,398.74 BRADCO 30,052.84
CNS BUSINESS FORMS INC 5,315.27 CRESCENT ELECTRIC SUPPLY CO 1,535.42
CRISS CANDELARIA LAW OFFICE 2,392.50 EMPIRE MACHINERY 2,632.52
FERRELLGAS 1,134.07 FRONTIER 7,599.58 GUST ROSENFELD PLC 2,685.00
HAVERLAND, DEBORAH KAY 1,632.00 HILLYARD INC 1,155.28 INGRAM LIBRARY
SERVICES 4,480.58 J MARBLES LAND SURVEYING LLC 1,200.00 NAVOPACHE
ELECTRIC COOPERATIVE 1,103.08 PERFECT PRINTZ LLC 1,721.91 QUILL CORP
3,264.22 SANOFI PASTEUR INC 5,705.54 SHELL OIL 1,563.81 TASER
INTERNATIONAL INC 2,615.65 THE UNIVERSITY OF ARIZONA 6,250.00
UNIVERSAL FLEET CARD 1,476.86 VALLEY ANESTHESIOLOGY CONSULTANTS LTD
1,725.00 VERIZON WIRELESS 1,015.87 WHITE RAVEN OF ARIZONA LLC 3,436.65
YOUNG, JOSEPH 15,470.00 YOUNGS FUTURE TIRE 1,601.59 AMERICAN LANDS
COUNCIL 5,000.00 ARIZONA STATE FORESTRY DIVISION 6,707.46 ASHTON'S
REPAIR INC 1,883.59 AZ SUPREME COURT 4,310.00 BAUMAN HOME AND AUTO INC
1,325.12 BRADCO 52,985.00 BURNHAM MORTUARY 1,689.32 CHEVRON USA INC
1,810.46 CREATIVE MULTIMEDIA INC (CMI) 23,652.50 CRESCENT ELECTRIC
SUPPLY CO 1,087.80 DELL COMPUTER CORPORATION 4,066.40 EASTERN ARIZONA
COUNTIES ORGANIZATION EAC 6,000.00 FARR, DAMION 1,286.52 FRED M
PALACIOS 2,166.25 FRONTIER 1,900.65 GOLIGHTLY TIRE 2,359.65 HILLYARD INC
2,561.12 JURY SYSTEMS INCORPORATED 1,034.00 MAXIAN TECHNOLOGIES
1,106.03 MCMILLAN, SCOTT R 2,250.00 NORCHEM DRUG TESTING LABORATORY
1,092.92 PATRIOT EXPRESS 2,996.00 PLATT, MARCOR B 6,040.00 QUILL CORP
3,031.35 SENTRY FIRE AND WELDING SUPPLY INC 1,086.24 SKYVIEW
PROFESSIONAL SERVICES 7,500.00 STOKES, KAREN L 1,080.00 TJP
COMMUNICATIONS 1,625.52 TYLER TECHNOLOGIES INC 10,045.00 VERIZON
WIRELESS 2,320.81 PFIZER INC 1,281.62 C. District II: Request approval to purchase
holiday food for three (3) senior centers located in District II, not to exceed \$2,000 total
utilizing District II funds. D. District II: Request approval to assist the Ganado Senior Center
with \$1,000 to purchase restroom safety equipment, furniture and repair flooring. E. District II:
Request approval to donate 15 old District II conference chairs to the Ganado Senior Citizens
Center. **Personnel Items:** F. District II: Request authorization to hire a temporary Equipment
Mechanic III at \$13.10 per hour through December 31, 2013. G. District II: Request
authorization to hire a temporary Road Worker II at \$11.58 per hour, through December 31,

2013. H. Chinle Justice Court: Request authorization to hire a temporary Justice Court Clerk at \$9.74 per hour, not to exceed 6 months. I. Treasurer's Office: Request authorization to remove Candice Davis from probationary status with the standard 2.5% end of probation increase. J. District II: Request authorization to remove Orlene Lincoln from probationary status with the 2.5% end of probation increase, effective September 30, 2103. K. Probation Services: Request authorization to remove Erica Jaramillo from probationary status with the 2.5% end of probation increase, effective October 23, 2013.

Mr. Weller stated that regarding Items D and E, he wanted clarification from the County Attorney's Office regarding an opinion on how spending could be used because he had a written opinion from the County Attorney's Office about aid to other entities and the opinion indicted that it had to be for food related items only and now he is told the County Attorney's office has approved the purchase of these items. County Attorney Whiting responded that he is not aware of the legal opinion Mr. Weller is referring to but there is a very specific clause in the Arizona Constitution that addresses aid to seniors and it is not limited to just food items it could be transportation, and anything that does not violate the gift clause. Mr. White stated that he was told anything that pertains to the health, safety, and welfare of the elders was ok. Mr. Weller stated that he does not disagree with the benefit of the funds, he is just going off of a written opinion that is conflicting with the verbal approval that took place so he will be voting against those items. **Mr. Weller moved to approve items D and E, seconded by Mr. Shirley.** Motion passed 2-1 with Mr. Weller voting nay on D. District II: Request approval to assist the Ganado Senior Center with \$1,000 to purchase restroom safety equipment, furniture and repair flooring and E. District II: Request approval to donate 15 old District II conference chairs to the Ganado Senior Citizens Center.

Mr. Wengert on behalf of District I, requested that the item to hire Curtis Berry in the vacant Secretary position at \$13.00 per hour effective October 29, 2013, be removed from the agenda. Mr. White removed the item.

County Attorney Michael Whiting requested approval to hire Christopher Misbach to fill the vacant Deputy Attorney I position at \$56,874. **Mr. Shirley moved approval, seconded by Mr. Weller.** Mr. Weller stated that he is in support of this because Mr. Whiting needs the assistance. Vote was unanimous.

Mr. Wengert, on behalf of District II, requested approval to hire Leandra Thomas to fill the vacant Operations Manager position at a salary of \$38,000 as a result of her education. **Mr. Shirley moved approval, seconded by Mr. Weller.** Vote was unanimous.

Mr. Wengert requested approval of a resolution and letter of support requesting the Arizona Legislature restore Local Highway User Revenue Funds (HURF) and work with transportation stakeholders to identify and enact revenue enhancements for the existing HURF distribution system and to pursue policies that improve efficient utilization of transportation resources. Mr. Weller moved approval, seconded by Mr. Shirley. Vote was unanimous.

RESOLUTION 2013-18
A RESOLUTION OF
THE BOARD OF SUPERVISORS OF APACHE COUNTY

RESPECTFULLY REQUESTING THE ARIZONA
LEGISLATURE RESTORE LOCAL HIGHWAY
USER REVENUE FUNDS AND WORK WITH
TRANSPORTATION STAKEHOLDERS TO
IDENTIFY AND ENACT REVENUE
ENHANCEMENTS FOR THE EXISTING HURF
DISTRIBUTION SYSTEM AND TO PURSUE
POLICIES THAT IMPROVE EFFICIENT
UTILIZATION OF TRANSPORTATION
RESOURCES

WHEREAS, the road building and maintenance responsibilities of Arizona's counties are critical to public safety, economic development and quality of life in Arizona, and

WHEREAS, the Highway User Revenue Fund, known as HURF, is the primary resource dedicated to state, county and municipal highway and road construction, and

WHEREAS, HURF relies heavily on a 18 cent per gallon fuel tax that has not been raised since 1990 and is not indexed for inflation, leading to a substantial degradation in HURF purchasing power as the price of asphalt, rock products and heavy equipment has increased dramatically, and

WHEREAS, since FY09, the situation has been made worse by state legislative action diverting over \$634 million of HURF revenue to fund state agencies, costing the counties over \$115 million, and

WHEREAS, the FY14 state budget shifts \$120 million from road activities to fund obligations of the state's general fund, impacting county transportation programs by nearly \$21 million, and

WHEREAS, the reduced allocations from HURF to counties has resulted in counties suspending new construction, substantially decreasing road maintenance activities, and increasing designation of "primitive" roads, and

WHEREAS, these reduced allocations from HURF have caused similar infrastructure deficits in state and municipal transportation departments, making it evident that the road system in Arizona has been substantially compromised and is inadequate for future needs:

THEREFORE be it resolved by the Board of Supervisors of Apache County to respectfully request that the Arizona State Legislature:

- Discontinue the use of HURF resources for purposes other than road activities and restore those funds to state and local government transportation departments.
- Work with stakeholders to identify and enact revenue enhancements for the

existing HURF distribution system.
Identify and enact policies that improve efficient utilization of transportation resources.

Dated this 5th day of November,
2013.

APACHE COUNTY BOARD OF SUPERVISORS

/s/ Tom M. White, Jr.
Chairman of the Board

/s/ Delwin Wengert

Malena Bazarto, Grants Manager, presented the second public hearing for use of State Special Project, CDBG Funds to be used at the Rounds Valley Rodeo Grounds (Eagar Rodeo Grounds). Chairman White opened the floor for public comments. Hearing none, Ms. Bazarto provided an overview of the criteria required to apply. Ms. Bazarto also provided the repairs that would be included at the rodeo grounds. Chairman White closed the public hearing. No action was needed.

Malena Bazarto, Grants Manager, requested approval of a resolution to Submit Application for Community Development Block Grant (CDBG) 2013 or State Special Projects 2014 funding for the Round Valley Rodeo Grounds (Eagar Rodeo Grounds) as required by Arizona Department of Housing. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Malena Bazarto, Grants Manager, requested approval of Amendment 2 to the Wildland Hazardous Fuels Reduction Grant 09-006, applying an additional \$53,000 for treatments in Greer along Wiltbank Avenue and Crosby Acres (50 Acres). **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Malena Bazarto, Grants Manager: requested approval of a Crew-Use Agreement between Arizona State Forestry and Apache County for the State Department of Corrections Conservation Crew to treat approximately 30 acres in Greer at Crosby Acres using a portion of the Wildfire Hazardous Fuels 09-006 funds. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Ferrin Crosby, County Engineer requested authorization to solicit bids for lease/purchase agreement for two (2) pickup trucks for District I and two (2) pickup trucks for District II. **Mr. Shirley moved approval, seconded by Mr. Weller.** Mr. Weller asked if HURF was being used to purchase the vehicles. Mr. Crosby stated yes. A discussion was held between Mr. Crosby and Mr. Weller regarding the HURF available. Vote was unanimous.

Sheriff Dedman requested approval to solicit bids for lease/purchase agreement on 12 fully equipped patrol vehicles. **Mr. Shirley moved approval, seconded by Mr. Weller.** Mr. Weller and Sheriff Dedman held a discussion regarding the funding source for the vehicles and Mr. Weller asked about the impact to the general fund due to the loss of federal prisoners in the jail and asked about the impact that would have to the general fund. Sheriff Dedman stated that jail funds would be used. Mr. Weller asked Finance Director Ryan Patterson if this would impact the

general fund. Mr. Patterson stated that it would affect the general fund to the point that the jail could not cover their budget to handle the shortfall. A discussion was held regarding the shortfall to the jail district the lack of prisoners would have. Mr. Patterson stated that he believes that the prisoners would be back in the jail within a couple weeks but there would be a shortfall for the three months there were no prisoners in the jail but would be on a month by month basis. Mr. Weller asked about getting a policy for replacing vehicles. County Attorney Whiting stated that the issues under discussion are not noticed on the agenda for discussion and is inappropriate for discussion. Mr. Weller disagreed but would leave it to the chairman for determination. Mr. Weller asked if the old vehicles would be disposed of. Sheriff Dedman stated yes. A discussion was held regarding the cost and replacement of leased vehicles. Vote was unanimous.

Sherriff Dedman requested authorization to accept the Governor's Office of Highway Safety Grant (GOHS) Selective Traffic Enforcement Equipment (2014-PT-073), in the amount of \$34,919. This funding will support the purchase of one (1) fully Marked Police Package motorcycle and two (2) Radar(s) to support and enhance Selective Traffic Enforcement throughout Apache County. Sheriff Dedman stated that there is currently one motorcycle in his department and this would provide another which will help with officer safety. **Mr. Shirley moved approval, seconded by Mr. White.** Motion passed 2-1 with Mr. Weller voting nay.

Chairman White presented notification of their attendance at the Arizona Rural & Tribal Economic and Infrastructure Summit on November 4 & 5, 2013 at the Twin Arrow Resort, 22181 Resort Blvd., Flagstaff, Arizona at 8:00 a.m. both days where all three members of the Apache County Board of Supervisors are in attendance.

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

Approved this 19th day of November, 2013.

Tom M. White, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board

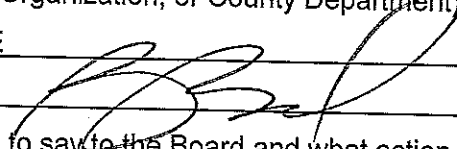
BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

COUNTY MANAGER'S OFFICE

Date/Signature: _____



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

APPROVAL OF DEMANDS

BOS Meeting Date Requested ON-GOING

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

BOARD ACTION TAKEN

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



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Sheriff's Office

Date: November 4, 2013

Signature: *Beau Egan*

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

Apache County Sheriff's Office requests authorization to remove Randall H. Keith and James A. Miller from probationary status effective November 19, 2013 with a 2.5% increase.

Date & Time Needed: November 19, 2013

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

Legal Review: Sent for legal review _____ Signature: _____

Finance Review: _____ Signature: _____

Purchasing Review: _____ Signature: _____

Human Resources Review: _____ Signature: *[Signature]*

Other Review: _____ Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: **DISTRICT II**

Date: 11/12/13 Signature: verbal per supervisor white

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

District II request authorization to remove Juliet Muskett from probationary status with 2.5% end of probation increase effective 10/7/13.

Date & Time Needed: _____

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Michael B. Whiting, Apache County Attorney

Date/Signature: _____

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

County Attorney: Request authorization to reimburse C.B. Misbach in the amount of \$500 for relocation expenses per county policy (1.7).

BOS Meeting Date Requested November 19, 2013

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: ML

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

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Date/Signature: 11/12/13 Delvin Wergert

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

County Manager: Request authorization to promote Ben Duedale to the vacant IT Director position @ the Salary of \$ 67,713

BOS Meeting Date Requested 11/19/13

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Angela Romero/Election Department

Date/Signature: 10/29/13 Angela C. Romero

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

1. Request approval to publish the Call of Election for the Window Rock Unified School District Recall. The Special "All Mail" Ballot Election is scheduled for March 11, 2014.
2. Request approval and appointment of all tally board workers, replacements centers and drop boxes for the upcoming March 11, 2014 Special "All Mail" Ballot Election.

BOS Meeting Date Requested 11/19/13

PRE-AGENDA ITEM REVIEW

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

Legal Review: Submitted to Joe Young for review.

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

BOARD ACTION TAKEN

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

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Angela Romero/Election Department

Date/Signature: 10/29/13 Angela C. Romero

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

1. Request approval to publish the Call of Election for the Window Rock Unified School District Recall. The Special "All Mail" Ballot Election is scheduled for March 11, 2014.
2. Request approval and appointment of all tally board workers, replacements centers and drop boxes for the upcoming March 11, 2014 Special "All Mail" Ballot Election.

BOS Meeting Date Requested 11/19/13

PRE-AGENDA ITEM REVIEW

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

Legal Review: Submitted to Joe Young for review.

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Apache County Replacement Centers/Drop Box Master List- "2014"

Revised 3/2012

Window Rock USD Recall - All "Mail-In" Ballot

Election

Election: March 11, 2014

Precinct Name

Replacement Centers
and or Drop Box

Physical Address

Phone No.

Precinct Name	Replacement Centers and or Drop Box	Physical Address		Phone No.
Apache County Recorder's Office	Recorder's Office	75 West Cleveland Street	St. Johns AZ 85936	928-337-7515
Fort Defiance Voter Outreach Office	Outreach Office	Rte N54 1/8 mile on Old Coal Mine Road	Ft. Defiance AZ 86504	928-729-2089

ELECTION BOARD WORKERS

Last Name	First Name			
Udall	Bowen	PO Box 428	St. Johns, AZ 85936	Election night reporting and setup
Bond	Beth	PO Box 256	St. Johns, AZ 85936	Write-in/Early(All Mail-In)/Duplication/Inspection
Castillo	Liz	PO Box 1722	St. Johns, AZ 85936	Write-in/Early(All Mail-In)/Duplication/Inspection
Hogle	Joni	PO Box 1172	St. Johns, AZ 85936	Write-in/Early(All Mail-In)/Duplication/Inspection
Davis	Tammy	PO Box 1351	St. Johns, AZ 85936	Write-in/Early(All Mail-In)/Duplication/Inspection

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

Community Development Department

Date: 11/11/2013 Signature: 

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

Consider and possibly approve a Vicinity Plan and Preliminary Plat for Greer Lodge Estates Subdivision, Phase 2. Property is located in Greer, AZ, ACR 1120. 102-11-026C.

Date and/or Time Needed: 11/19/2013

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature of Clerk of the Board: _____



APACHE COUNTY — Planning and Zoning Department
 P.O. Box 238 • St. Johns, AZ 85936 • Phone: (928) 337-7526 • Fax: (928) 337-7633

SUBDIVISION APPLICATION

STAGE OF DEVELOPMENT

Preliminary Plat Final Plat Amendment Reversion
 Vicinity plan

PROPERTY INFORMATION

Assessor's Parcel #(s) 102-11-026C

APPLICANT / DEVELOPER

Name GREEN FUNCTIONAL REAL ESTATE PARTNERS LLC
 Mailing Address c/o JEFF SAFFER
5141 N. CIRCULO SERRA
Tucson AZ 85718
 Contact Person JEFF SAFFER
 Phone 520-615-2675 Fax _____
 Email jeffsaffer@gmail.com

Township 7N Range 27E Section 14
 Subdivision Name Greer Lodge Estates Subd
 Unit # Phase 2
 Address/Location 405 Main Street
Greer, AZ

Number of Lots Proposed 11
 Total Site Acreage 1.144 acres
 Proposed Access Greer Main Street
ACR 1120

PROPERTY OWNER (if different than applicant)

Name GREEN LODGE RESORTS LLC
 Mailing Address c/o Doug SANDAHL
P.O. Box 80316
Phoenix AZ 85060
 Contact Person DOUG SANDAHL
 Phone 602-550-5433 Fax _____
 Email dsandahl@cox.net

CERTIFICATION & SIGNATURE

Submission 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

Jeff Saffer Date 9/1/13

Signature of Property Owner (if not the applicant)

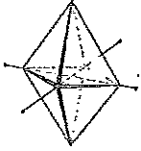
Doug Sandahl Date 9/1/13

PROJECT ENGINEER

Name Geostone LLC
 Mailing Address PO Box 2400
St Johns, AZ 85936
 Contact Person Ken Flygare
 Phone 928-337-3621 Fax _____
 Email Ken.geostone@gmail.com

OFFICE USE ONLY	
Received By <u>[Signature]</u>	Date <u>9/3/13</u>
Receipt # _____	Fee <u>970.00</u>
Subdivision# _____	
Related Subdivisions <u>2013-00000878</u>	

COMMISSION ACTION	
<input type="checkbox"/> Approved with Conditions (see attachments)	<input type="checkbox"/> Denied
Chairman _____	Date _____
BOARD ACTION	
<input type="checkbox"/> Approved with Conditions (see attachments)	<input type="checkbox"/> Denied
Chairman _____	Date _____



GeoStone LLC
LAND SURVEYING & DEVELOPMENT
CIVIL ENGINEERING

P.O. Box 2400
St. Johns, AZ 85936
Phone: 928-337-3621
Cell: 928-245-5442
Ken.geostone@gmail.com

**DRAINAGE REPORT
FOR
GREER LODGE ESTATES SUBDIVISION
PHASE 2**

The cabin footprints as shown on the Subdivision Plat for the GREER LODGE ESTATES SUBDIVISION PHASE 2 are existing and the drainage patterns on the site were maintained for this project. All drainage ways and channels remain as they have been and they have proven to be adequate and therefore do not require any alteration. All on-site sheet or surface flows are also unaltered by this project. The present existing gutter ditch and culverts located along the west side of the adjacent County roadway have proven to be adequate to control the existing runoff demand coming from the west. These keep the runoff on the west side of the roadway and away from this site and are, therefore, without need of change.

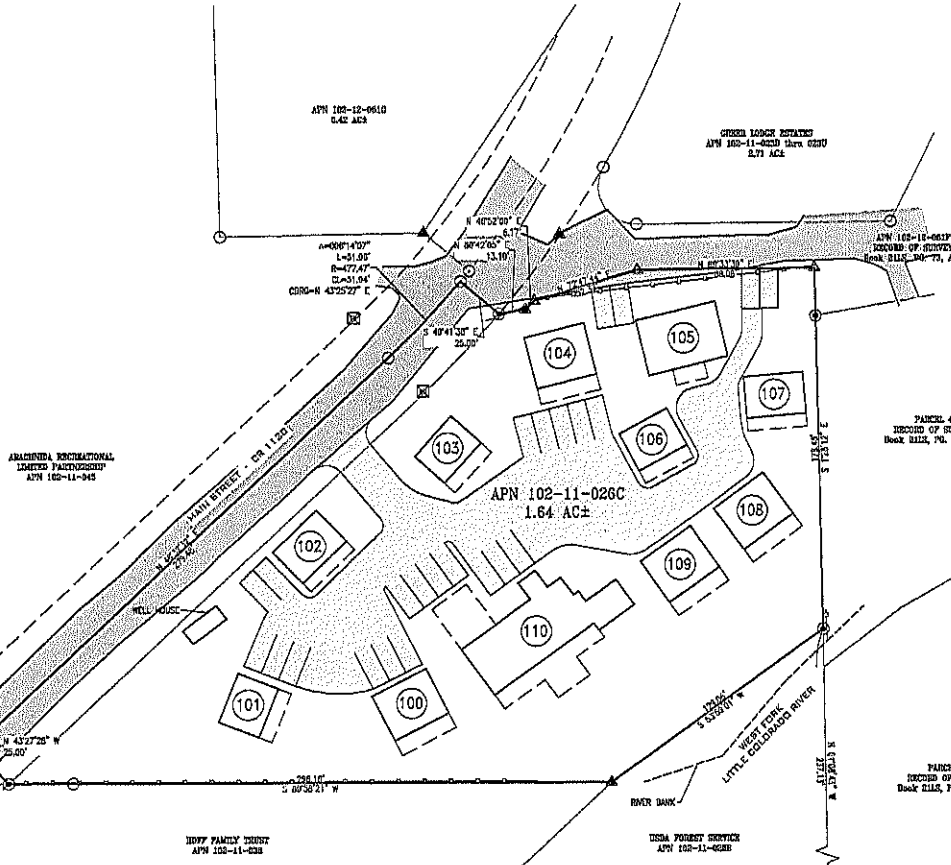
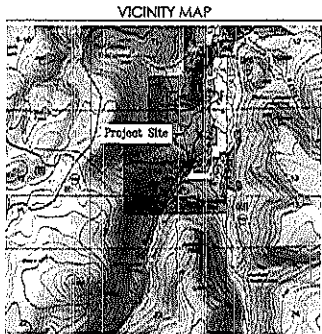
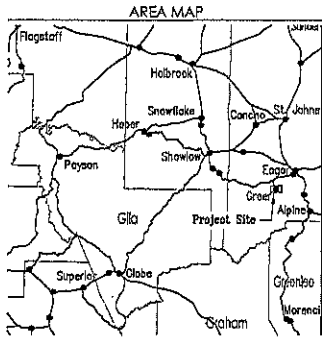
This GREER LODGE ESTATES SUBDIVISION PHASE 2 is a change in surface rights ownership only while the actual project site remains physically unchanged. No additional drainage ways, channels or new drainage easements are proposed for this Subdivision site with this submittal.



GREER LODGE ESTATES SUBDIVISION PHASE 2

PRELIMINARY PLAT

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 7 NORTH, RANGE 27 EAST, G.&S.R.B.&M., GREER, APACHE COUNTY, ARIZONA



LEGEND

- FA REDAR W/ ALUMINUM CAP LG 2010
- FA ALUMINUM PIP W/ ALUMINUM CAP RIGHT-OF-WAY MARKER
- FA REDAR W/ YELLOW CAP LG 1/4SS
- FA REDAR W/ NO ID
- FA GLO BRICKS CAP WITNESS CORNER
- FA REDAR W/ BLUE CAP LG 2004
- CALCULATED CORNER NOTING 14 OR SET EXCEPT AS NOTED

DECLARATION

STATE OF ARIZONA
COUNTY OF APACHE

KNOW ALL MEN BY THESE PRESENTS, THAT THIS MAP AND PLAT, CONSISTING OF FOUR SHEETS AND THE ACCOMPANYING SEPARATE DOCUMENTS, ESTABLISHES THE CONDOMINIUM IN APACHE COUNTY, ARIZONA, NAMED "GREER LODGE ESTATES SUBDIVISION PHASE 2". THE LOTS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS ARE SHOWN ON THIS MAP AND PLAT, OR ARE DESCRIBED IN THE DECLARATION. THERE ARE ELEVEN (11) LOTS, WHICH SHALL BE KNOWN BY THE NUMBERS SHOWN ON SAID MAP AND PLAT. THE UNDEVELOPED LOCATION ON THE PARCEL AND THE PERCENTAGE OF UNDEVELOPED INTEREST IN THE COMMON ELEMENTS APPLICABLE TO EACH LOT, BASED ON THE SQUARE FEET OF LIVING AREA OF EACH LOT, SHALL BE DESCRIBED IN THE FINAL PLAT. EASEMENTS FOR ACCESS, INGRESS AND EGRESS, PARKING, UTILITIES AND ENCROACHMENTS ARE PROVIDED FOR IN THE DECLARATION AND SHOWN, WHERE FEASIBLE, ON THIS MAP. THE BOUNDARIES OF THE PARCEL IN THE CONDOMINIUM BY METES AND BOUNDS DESCRIPTION ARE SET FORTH HEREON. PUBLIC ACCESS TO THE SITE IS SHOWN ON THIS SHEET.

ACKNOWLEDGMENT

STATE OF ARIZONA
COUNTY OF APACHE

ON THIS THE _____ DAY OF _____, 2013, BEFORE ME, THE AUTHORIZED OFFICER OF GREER FRACTIONAL REAL ESTATE PARTNERS, LLC, DEDICED THE DECLARATION AND ACKNOWLEDGING THEIR RESPECTIVE SIGNATURES. IN WITNESS WHEREOF I HAVE HERETOBY SET MY HAND AND OFFICIAL SEAL.

APPROVAL

APPROVED THIS _____ DAY OF _____, 2013 BY THE COUNTY BOARD OF SUPERVISORS:

BY _____ CHAIRMAN ATTEST _____ CLERK

APPROVED _____ COUNTY MANAGER DATE _____

APPROVED _____ COUNTY ENGINEER DATE _____

PLANNING & ZONING

APPROVED _____ COMMUNITY DEVELOPMENT DIRECTOR DATE _____

APPROVED _____ CHAIRPERSON OF PLANNING & ZONING COMMISSION DATE _____

CERTIFICATION

I certify that the civil engineering design on the subdivision plat as shown hereon was prepared and prepared by others but has been studied and reviewed under my direct supervision and has been determined to be correct and appropriate for the subdivision shown hereon.

Keith Stearns P.E. 6123
Expire: 06/22/2016

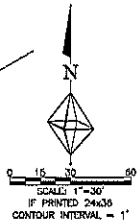
I certify that the boundary information, legal descriptions and any other recording information shown hereon were made under my direct supervision and are true and correct to the best of my knowledge and belief.

Kenneth Poyner, R.L.S. 23047
Expire: 12/31/2014



PARCEL 4
RECORD OF SURVEY
Book 2115, Pg. 73, ACR

PARCEL 5
RECORD OF SURVEY
Book 2115, Pg. 73, ACR



LEGAL DESCRIPTION

OF A PORTION OF SECTION 14, TOWNSHIP 7 NORTH, RANGE 27 EAST, G.&S.R.B.&M., GREER, APACHE COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 14, SAID POINT BEING WITNESSED BY A GLO BRICKS CAP BEARING SOUTH 00°19'30" EAST A DISTANCE OF 35.00 FEET;

THENCE SOUTH 80°28'24" WEST A DISTANCE OF 1020.71 FEET;

THENCE NORTH 01°27'42" WEST A DISTANCE OF 208.80 FEET;

TO A POINT ON THE EASTERN BOUNDARY OF THE HEREIN DESCRIBED PARCEL AND THE POINT OF BEGINNING;

THENCE SOUTH 03°20'01" WEST A DISTANCE OF 120.00 FEET;

THENCE SOUTH 80°28'24" WEST A DISTANCE OF 208.10 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD 1120;

THENCE NORTH 43°22'28" W A DISTANCE OF 25.00 FEET TO THE APPROXIMATE CENTERLINE OF SAID COUNTY ROAD 1120;

THENCE NORTH 46°32'30" EAST ALONG SAID APPROXIMATE CENTERLINE A DISTANCE OF 279.40 FEET TO A POINT OF

CURVATURE ON A TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 471.41 FEET, A BEGINNING ANGLE OF 0°51'10"7", A CHORD BEARING OF NORTH 43°20'27" EAST AND A CHORD LENGTH OF 51.94 FEET;

THENCE ALONG SAID CURVE AND SAID APPROXIMATE CENTERLINE OF COUNTY ROAD 1120 AN ARC DISTANCE OF 51.06 FEET;

THENCE SOUTH 46°41'30" EAST A DISTANCE OF 25.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF SAID COUNTY ROAD 1120;

THENCE NORTH 46°42'00" EAST A DISTANCE OF 13.10 FEET;

THENCE NORTH 46°32'30" EAST A DISTANCE OF 8.17 FEET;

THENCE NORTH 72°47'44" EAST A DISTANCE OF 52.37 FEET;

THENCE SOUTH 03°20'01" WEST A DISTANCE OF 120.00 FEET;

THENCE SOUTH 87°28'10" EAST A DISTANCE OF 178.40 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.64 ACRES MORE OR LESS.

SUBJECT TO ALL EASEMENTS OR ENCUMBRANCES OF RECORD

NOTES

1. RECORDED FOR THIS SURVEY INCLUDE:
 - LOT LINE ADJUSTMENT AS RECORDED IN BOOK 2115, PAGE 80, ACR.
 - LOT LINE ADJUSTMENT AS RECORDED IN BOOK 2115, PAGE 73, ACR.
 - GREER LODGE ESTATES SUBDIVISION, AMENDED FINAL PLAT AS RECORDED IN BOOK 2115, PAGES 42-44, ACR.
 - UNRECORDED RECORD OF SURVEY BY STEWART LAND SURVEYING, JUNE 2004.
 - RECORDS SHOWN IN RECEPTION NUMBER 2012-085410
 - RECORDS SHOWN IN BKT 762, PG 262, ACR.
 - RECORDS SHOWN IN BKT 734, PG 304, ACR.
 2. NOT ALL EASEMENTS OF RECORD ARE SHOWN HEREON.
 3. THIS SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT.
- ** BASIS OF BEARING IS SOUTH 80°28'24" WEST AS SHOWN HEREON, BEING SOUTH 80°28'24" WEST ON THE DEPENDENT RESURVEY BY THE G.S.A. OFFICIALY FILED 5-10-1920.

STATE OF ARIZONA)
COUNTY OF APACHE) SS.

Fee No. _____

I hereby certify that the within instrument was filed and recorded.

in Book No. _____ Page _____

By _____ Recorder

By _____ Deputy

GeoStone LLC
CIVIL ENGINEERING & LAND SURVEYING
P. O. BOX 2460 • ST. JAVINE, ARIZONA 85924
PHONE (928) 537-0521
EMAIL: geostone@smail.com

GREER LODGE ESTATES SUBDIVISION PHASE 2
PRELIMINARY PLAT
COVER SHEET & DECLARATION

RECORD CHECKED BY THE RECORDER ON _____

FILED BY DATE _____

FILED BY DATE _____

1 OF 4

GREER LODGE ESTATES SUBDIVISION PHASE 2

PRELIMINARY PLAT

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14,
TOWNSHIP 7 NORTH, RANGE 27 EAST, G.&S.R.B.&M., GREER, APACHE COUNTY, ARIZONA

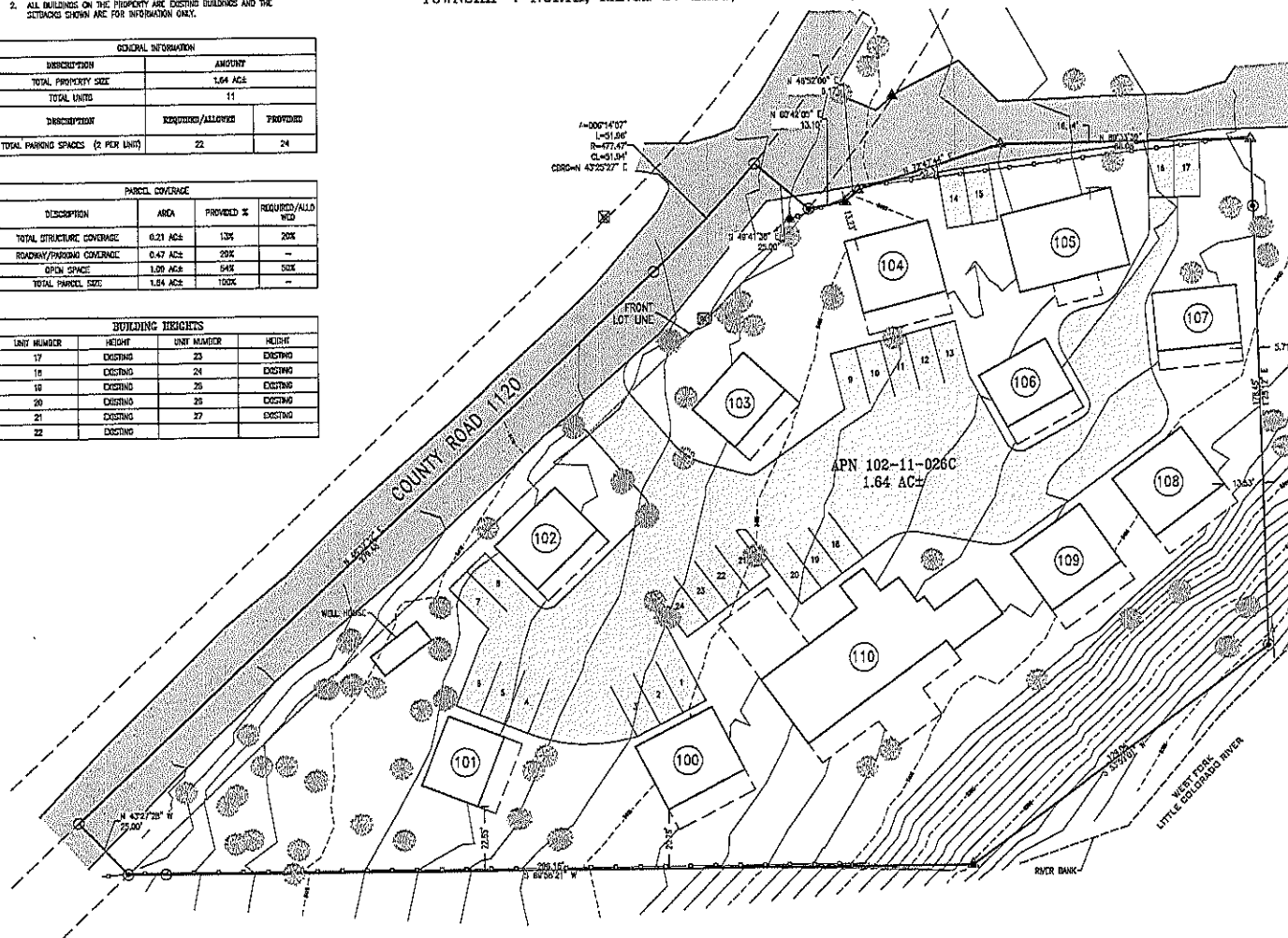
NOTES

1. THE SUBJECT PROPERTY AND ALL SURROUNDING PROPERTIES ARE ZONED AGRICULTURAL—GENERAL PER APACHE COUNTY PLANNING AND ZONING.
2. ALL BUILDINGS ON THE PROPERTY ARE EXISTING BUILDINGS AND THE SETBACKS SHOWN ARE FOR INFORMATION ONLY.

GENERAL INFORMATION		
DESCRIPTION	AMOUNT	
TOTAL PROPERTY SIZE	1.64 AC±	
TOTAL UNITS	11	
DESCRIPTION	REQUIRED/ALLOWED	PROVIDED
TOTAL PARKING SPACES (2 PER UNIT)	22	24

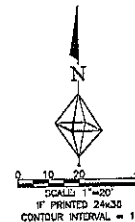
PARCEL COVERAGE			
DESCRIPTION	ASCA	PROVIDED %	REQUIRED/ALLOWED
TOTAL STRUCTURE COVERAGE	0.21 AC±	13%	20%
ROADWAY/PARKING COVERAGE	0.47 AC±	29%	—
OPEN SPACE	1.00 AC±	64%	50%
TOTAL PARCEL SIZE	1.64 AC±	100%	—

BUILDING HEIGHTS			
UNIT NUMBER	HEIGHT	UNIT NUMBER	HEIGHT
17	EXISTING	23	EXISTING
18	EXISTING	24	EXISTING
19	EXISTING	25	EXISTING
20	EXISTING	26	EXISTING
21	EXISTING	27	EXISTING
22	EXISTING		



LEGEND

- F4 RETAR W/ ALUMINUM CAP
LS 2816 ▲
- F4 ALUMINUM POPE W/ ALUMINUM CAP
RIGHT-OF-WAY MARKER ☒
- F4 RETAR W/ YELLOW CAP
LS 8455 ▲
- F4 RETAR W/ NO ID ▲
- F4 OLD BRASS CAP
WINNERS CORNER ☆
- F4 RETAR W/ BLUE CAP
LS 23047 ●
- CALCULATED CORNER
NOTHING F4 OR SET
CIRCUIT AS NOTED ○
- TREES ●



CERTIFICATION

I certify that the civil engineering design on the subdivision plat as shown hereon was previously prepared by others but has been studied and reviewed under my direct supervision and has been determined to be adequate and appropriate for the subdivision shown hereon.



Keith Shreve P.E. #1223

I certify that the boundary information, legal descriptions and any other surveying relations as shown hereon were made under my direct supervision and are true and correct to the best of my knowledge and belief.



Kenneth Flygare, R.L.S. 2087

Geostone LLC
CIVIL ENGINEERING & LAND SURVEYING
P. O. BOX 2400 • ST. JOHNS, ARIZONA 85938
PHONE: (928) 337-0621
WWW.GEOSTONE.COM

**GREER LODGE ESTATES SUBDIVISION PHASE 2
PRELIMINARY PLAT
SITE PLAN**

ISSUED: 04/04/19 (REV) PREPARED BY: JEFF RAFFERTY
DATE: 04/04/19 (REV) CHECKED BY: JEFF RAFFERTY
REV: 04/04/19 (REV) DRAWN BY: JEFF RAFFERTY

ISSUED: 04/04/19 (REV) PREPARED BY: JEFF RAFFERTY
DATE: 04/04/19 (REV) CHECKED BY: JEFF RAFFERTY
REV: 04/04/19 (REV) DRAWN BY: JEFF RAFFERTY



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Recorder's Office

Date: 11/4/13

Signature: Kurt Jon

Authorized by Leworo Fulton

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

Request authorization to: Enter into a Lease with Ricoh for a color copier. Quarterly payments of \$1,195.92 for the lease payment and service contract. Funds will be utilized from the Recorder's Surcharge Account

Date & Time Needed: BOS meeting on 11/19/13

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

Legal Review: _____

Signature: see attached email

IT Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Engineering Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board

Kristl Jones

From: Jim McCoy <Jim.McCoy@ricoh-usa.com>
Sent: Thursday, November 07, 2013 3:53 PM
To: Kristl Jones
Cc: LeNora Y. Fulton; ghonea@co.apache.us
Subject: Copy Printer documents
Attachments: Apache CO Ricoh Documents.pdf

Hi Kristl,

I know your getting ready for your 3 day weekend. That is too nice!

Please find attached:

- Equipment relocation form. The cost is \$350.00 to move to compound. Please sign at bottom ; Generate the PO and put in relocation costs for MP 5001 Configured # C30066094 ; Equip Serial # V8005600215. Please put your location and the location where Ollie is at. I will get that scheduled when new equipment arrives.
- Lease Agreement is attached for your records. I do not need back signed. The AZ contract number we put on PO is sufficient.
- Service Agreement same as Lease agreement.

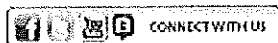
Please let me know if you need anything else. I will keep you informed as order progresses.

Best Regards

Jim McCoy
Account Executive
Mountain District

RICOH USA, INC.
1060 S. Hunters Run
Show Low, AZ. 85901
Cell: (928-369-6153
jim.mccoy@ricoh-usa.com
www.ricoh-usa.com

RICOH
imagine. change.



RICOH

Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

Lease Agreement

Number: _____

This Lease Agreement (this "Lease") has been written in clear, easy to understand language. Please take time to review the terms. When we use "Customer," "you" or "your," we are referring to you, our Customer. When we use "we," "us" or "our," we are referring to Ricoh USA, Inc. ("Ricoh") or, if we assign this Lease pursuant to Section 3 below, the Assignee (as defined below). Our corporate office is located at 70 Valley Stream Parkway, Malvern, PA 19355.

CUSTOMER INFORMATION

APACHE, COUNTY OF				KRISTL JONES			
Full Legal Name 75 W CLEVELAND				Billing Contact Name 70 WEST 3RD SOUTH			
Equipment Location Address SAINT JOHNS				Billing Address (if different from location address) SAINT JOHNS			
City	County	State	Zip	City	County	State	Zip
		AZ	85936			AZ	85936
Federal Tax ID No. <i>(Do Not Insert Social Security No.)</i>		Billing Contact Telephone No. (928) 337-7513		Billing Contact Facsimile No.		Billing Contact E-Mail Address kjones@co.apache.az.us	

EQUIPMENT DESCRIPTION

Qty	Equipment Description: Make & Model
1	RICOH MP C5503 120V MAINFRAME

Qty	Equipment Description: Make & Model

PAYMENT SCHEDULE

Minimum Term (months)
60

Minimum Payment (Without Tax)
\$ 685.92

Minimum Payment Billing Frequency
<input type="checkbox"/> Monthly
<input checked="" type="checkbox"/> Quarterly
<input type="checkbox"/> Other: _____

Advance Payment
<input type="checkbox"/> 1 st Payment
<input type="checkbox"/> 1 st & Last Payment
<input checked="" type="checkbox"/> Other: NONE

ADDITIONAL PROVISIONS (if any) are: _____

Sales Tax Exempt: Yes (Attach Exemption Certificate) Customer Billing Reference Number (P.O.#, etc.) _____
Addendum Attached: Yes (Check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS:

- Lease Agreement.** You agree to lease from us the equipment listed above ("Equipment"). **THIS LEASE IS UNCONDITIONAL AND NON-CANCELABLE.** Effective as of delivery of the Equipment, you agree to all of the terms and conditions contained in this Lease. You agree this Lease is for the entire lease term indicated above. You also agree that the Equipment will be used solely for lawful business purposes and not for personal, family or household purposes and the "Equipment Location" identified above is a business address. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software." The manufacturer of the tangible Equipment shall be referred to as the "Manufacturer." Our signature indicates our acceptance of this Lease.
- Location of Equipment.** You will keep the Equipment at the Equipment Location. You must obtain our written permission, which will not be unreasonably withheld, to move the Equipment. With reasonable notice, you will allow us or our designee to inspect the Equipment. *(The terms and conditions set forth on the next page(s) of this Lease are hereby incorporated herein by reference.)*

AUTHORIZED SIGNER

THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

Authorized Signer Signature X	Date	Authorized Signer Printed Name	Authorized Signer Title
---	------	--------------------------------	-------------------------

PERSONAL GUARANTY In consideration of Ricoh USA, Inc. entering into the above Lease, I unconditionally guarantee that the Customer will make all payments and pay all other charges required under such Lease when they are due, and that the Customer will perform all other obligations under the Lease fully and promptly. I also agree that Ricoh USA, Inc. or its Assignee may modify the Lease or make other arrangements with the Customer, and I will still be responsible for those payments and other obligations under the Lease. I agree that Ricoh USA, Inc. or its Assignee need not notify me of any default under the Lease and may proceed directly against me without first proceeding against the Customer or the Equipment, in which event, I will pay all amounts due under the terms of the Lease. In addition, I will reimburse Ricoh USA, Inc. or its Assignee, as applicable, for any costs or reasonable attorneys' fees incurred in enforcing its rights. This continuing guaranty is a guaranty of payment and not of collection. I CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE COMMONWEALTH OF PENNSYLVANIA AND THE STATE WHERE MY PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS GUARANTY.

X _____ Date: _____
Guarantor Signature

Home Address _____
City _____ State _____ Zip _____
Home Phone _____

(Printed Name of Guarantor - Do Not Include Title)

or any other reason. You agree that you will remit payments to us in the form of company checks, (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.

12. **Default and Remedies.** Each of the following is a "Default" under this Lease: (a) you fail to pay any amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease is false or incorrect and/or you do not perform any of your other obligations under this Lease and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets. If a Default occurs, we have the right to exercise any and all legal remedies available to us by applicable laws, including those set forth in Article 2A of the UCC. YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES AS A CUSTOMER OR LESSEE THAT YOU HAVE UNDER ARTICLE 2A OF THE UCC AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE EQUIPMENT). Additionally, we are entitled to all past due payments and we may accelerate and require you to immediately pay us the future payments due under the Lease present value at the discount rate of 3% per year to the date of default plus the present value (at the same discount rate) of our anticipated value of the equipment at the end of the term of this Lease, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We may repossess the Equipment (and, with respect to any Software, (i) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (ii) demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; and/or (iii) cause the Software Supplier to terminate the Software License, support and other services under the Software License), and pursue you for any deficiency balance after disposing the Equipment, all to the extent permitted by law. You waive the rights you may have to notice before we seize any of the Equipment. You agree that all rights and remedies are cumulative and not exclusive. You promise to pay reasonable attorneys' fees and any cost associated with any action to enforce this Lease. This action will not void your responsibility to maintain and care for the Equipment, nor will Ricoh be liable for any action taken on our behalf. If we take possession of the Equipment, we agree to sell or otherwise dispose of it under such terms as may be acceptable to us in our discretion with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.
13. **Business Agreement and Choice of Law.** YOU AGREE THAT THIS LEASE WILL BE GOVERNED UNDER THE LAW FOR THE COMMONWEALTH OF PENNSYLVANIA. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE COMMONWEALTH OF PENNSYLVANIA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE. WE BOTH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW

US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.

14. **No Waiver or Set Off.** You agree that our delay, or failure to exercise any rights, does not prevent us from exercising them at a later time. If any part of this Lease is found to be invalid, then it shall not invalidate any of the other parts and the Lease shall be modified to the minimum extent as permitted by law. ALL PAYMENTS TO US ARE "NET" AND UNCONDITIONAL AND ARE NOT SUBJECT TO SET OFF, DEFENSE, COUNTERCLAIM OR REDUCTION FOR ANY REASON.
15. **Entire Agreement; Delivery & Acceptance Certificate.** ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THIS LEASE REPRESENT THE ENTIRE AGREEMENT BETWEEN US AND YOU AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS. Neither of us will be bound by any amendment, waiver, or other change unless agreed to in writing and signed by both. Any purchase order, or other ordering documents will not modify or affect this Lease, nor have any other legal effect and shall serve only the purpose of identifying the Equipment ordered. You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within three (3) business days after any Equipment is installed.
16. **Counterparts; Facsimiles.** This Lease may be executed in counterparts. The counterpart that has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the single true original agreement for all purposes. If you sign and transmit this Lease to us by facsimile or by other electronic transmission, the facsimile or other electronic transmission of this Lease, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement identification numbers and/or dates in this Lease. You agree that the facsimile or other electronic transmission of this Lease containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of this Lease containing your manual signature.
17. **Miscellaneous.** It is the intent of the parties that this Lease shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. You acknowledge that you have not been induced to enter into this Lease by any representation or warranty not expressly set forth in this Lease. This Lease is not binding on us until we sign it. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. Each of our respective rights and indemnities will survive the termination of this Lease. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease and make your own determination of the proper accounting treatment of this Lease. We may receive compensation from the Manufacturer or supplier of the Equipment in order to enable us to reduce the cost of leasing the Equipment to you under this Lease below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing the Equipment is reflected in the Minimum Payment specified herein. You authorize us, our agent and/or our Assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our Assignee and third parties having an economic interest in this Lease or the Equipment. You agree to provide updated annual and/or quarterly financial statements to us upon request.

Accepted by RICOH USA, INC.:

Authorized Signer Signature	Date	Authorized Signer Printed Name	Authorized Signer Title



RICOH

ORDER AGREEMENT

Sale Type :LEASE

Sale Type :	LEASE
-------------	-------

ORDER AGREEMENT CONSISTS OF THIS PAGE AND THE TERMS AND CONDITIONS

BILL TO INFORMATION		
Customer Legal Name: APACHE, COUNTY OF		
Address Line 1: 70 WEST 3RD SOUTH	Contact:	JONES,KRISTL
Address Line 2:	Phone:	(928) 337-7513
City: SAINT JOHNS	E-mail:	kjones@co.apache.az.us
ST / Zip: AZ/85936	County: APACHE	Fax:

ADDITIONAL ORDER INFORMATION	
Check All That Apply:	
<ul style="list-style-type: none"> ◊ Sales Tax Exempt (Attach Valid Exemption Certificate) ◊ PO Included PO# _____ ◊ Syndication 	<ul style="list-style-type: none"> ◊ Fixed Service Charge ◊ PS Service (Subject to and governed by separate Statement of Work) ◊ IT Service (Subject to and governed by separate Statement of Work)

SERVICE INFORMATION		
Service Term (Months)	Base Billing Frequency	Overage Billing Frequency
60 Months	MONTHLY	MONTHLY

SHIP TO INFORMATION		
Customer Name: APACHE COUNTY		
Address Line 1: 75 W CLEVELAND	Contact:	JONES,KRISTL
Address Line 2:	Phone:	(928) 337-7513
City: SAINT JOHNS	E-mail:	kjones@co.apache.az.us
ST / Zip: AZ/85936	County: APACHE	Fax:

PRODUCT INFORMATION							
Product Description	Gty	Service Type	B/W Allowance (Per Base Billing Frequency)	B/W Ovg	Color Allowance (Per Base Billing Frequency)	Color Ovg	Service Base (Per Base Billing Frequency)
RICOH MP C5503 120V MAINFRAME	1	Gold	999,999	\$0.0001	0	\$0.0482	\$85.00

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	Quantity
NETWORK & SCAN - SEG BC4	1



RICOH

ORDER TOTALS		
Service Type Offerings:	Product Total:	
Gold: Includes all supplies and staples. Excludes paper.	BASIC CONNECTIVITY / PS / IT Services:	
Silver: Includes all supplies. Excludes paper and staples.	Buyout After Promotions:	
Bronze: Parts and labor only. Excludes paper, staples and supplies.	Grand Total: (Excludes Tax)	
Additional Provisions:		





BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Recorder's Office

Date: 11/4/13

Signature: [Handwritten Signature]

Authorized by Lenora Fullon

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

Request authorization to: Give the quarterly report for our GIS/Street File Project

Date & Time Needed: BOS meeting on 11/19/13

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

Legal Review: _____

Signature: see attached email

IT Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Engineering Review: _____

Signature: _____

Other Review: _____

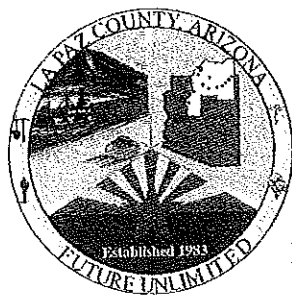
Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board



La Paz County Board of Supervisors

1108 Joshua Avenue, Parker, Arizona 85344
(928) 669-6115 TDD (928) 669-8400 Fax (928) 669-9709
www.co.la-paz.az.us

D. L. Wilson - District 1 Daniel G. Field - County Administrator
King E. Clapperton - District 2 Donna J. Hale - Clerk of the Board
Holly Irwin - District 3

MEMORANDUM

TO: Small Counties Forum Members

FROM: Dan Field, County Administrator

DATE: October 29, 2013

SUBJECT: **SMALL COUNTIES FORUM – NOVEMBER 20, 2013
(DINNER MEETING)**

La Paz County will host the November ***SMALL COUNTIES FORUM*** at the Radisson Hotel Phoenix Airport North located at 427 North 44th Street, Phoenix, Arizona, (602) 220-4400, on Wednesday, November 20, 2013, at 6:30 p.m. **You will be able to start booking your room reservations today (October 29, 2013)**, please state you are with "Small Counties Forum" to receive the special room rate of \$99 plus tax.

We will have a buffet style dinner consisting of: Fettuccine Chicken Alfredo; Salmon with Tarragon Beuree Blanc; Wild Rice Pilaf, Steamed Vegetable Medley, Garden Salad with Assorted Dressings and Dessert.

Please RSVP with the names of those attending by Tuesday, November 12, 2013, to Joy Reeves (phone number above, or via email: jreeves@co.la-paz.az.us).

Please contact Joy if you have any item(s) for the agenda (on or before by Monday, November 18, 2013); or if you have any questions.

Thank you and we look forward to seeing you.