



**Joe Shirley, Jr.**  
Supervisor, District I

**Alton Joe Shepherd**  
Chairman, District II

**Nelson Davis**  
Vice Chairman, District III

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

**October 3, 2023**  
**Board of Supervisors' Hearing Room, First Floor**  
**75 West Cleveland Street**  
**St. Johns, Arizona**  
**8:30 a.m. MST**

Invocation by Invitation.  
Pledge of Allegiance.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE  
APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT  
HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING  
October 3, 2023**

1. Discussion and possible approval of an Intergovernmental Agreement Amendment #4 to Contract CTR050593 for the Health Start Program. The amendment changes from a fixed price to cost reimbursement, effective July 1, 2023.
2. Discussion and possible approval of Intergovernmental Agreement #1 to Contract CTR059345 (Senate Bill 1847 Funding) that will replace the price sheet and extends the end date to June 30, 2027.
3. Discussion and possible approval of the Agreement with North Country Healthcare for the Well Woman HealthCheck Program.

**NOTICE OF PUBLIC MEETING AND AGENDA OF  
THE APACHE COUNTY BOARD OF SUPERVISORS  
October 3, 2023**

1. Sit as the Board of Equalization to accept the following Petitions for Review of Real Property Valuation determinations heard by Hearing Officer Charles Johnson on September 20, 2023.
  - Acceptance of hearing determination of Petition for Review of Real Property Valuation for George Richardson, Parcel 106-27-065.
  - Acceptance of hearing determination of Petition for Review of Real Property Valuation for Lot Slade, Parcel 104-11-002.
2. County Manager: Discussion and possible approval of **CONSENT ITEMS**: All items indicated by an asterisk (\*) will be handled by a single vote as part of the consent agenda, unless a Board Member or the County Manager objects at the time the agenda item is called.

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

- \*A. Request approval of demands as distributed to the Apache County Board of Supervisors between September 5, 2023, to October 3, 2023. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.
- \*B. Request approval of minutes dated September 5, 2023 and September 25, 2023.
- \*C. Request approval to amend the 2023-2024 Tax Levy resolution.
- \*D. Request approval to amend the current Indigent Defense Attorney Contract with the current contractors.

**Engineering Department:**

- \*E. Request approval to purchase three (3) International water trucks, utilizing State Contract Omina #212816-01, using District III funds, not to exceed \$512,465.

**Election Department:**

- \*F. Request approval of all Drop Boxes, Ballot Replacement Centers, and Election Board for the upcoming November 7, 2023 Election.

## **Community Development:**

- \*G. Request approval of a Conditional Use Permit allowing State 48 Development Consulting to construct a 195-foot Monopole Wireless Communications Facility with ground equipment enclosed within a 200 by 200-foot compound. The property is located 7 miles east of Springerville, AZ on highway 60. A.P.N. 105-29-001. Section 14; Township 9N; Range 30E. The Planning and Zoning Commission recommended unanimous approval September 7, 2023.
  - \*H. Request approval of a Conditional Use Permit allowing Vertical Bridge BTS II, LLC to construct a 199-foot multi-carrier Wireless Communications Facility with ground equipment and solar photovoltaic system enclosed within a 100 by 200-foot compound. The proposed location is on approximately 15-acre portion of a 160-acre parcel, located north of the highway at mile marker 392.4 E. US Highway 60 Springerville, AZ. A.P.N. 105-33-001. Section 30; Township 9N; Range 30E. The Planning and Zoning Commission recommended unanimous approval September 7, 2023.
  - \*I. Request approval for a Change of Zoning Regulations allowing David Lofquist to rezone his 3.9 +/- acre parcel from GA-2 (Greer Agricultural, 2-acre minimum) to GR-1 (Greer residential, 1-acre minimum) for future land division, sale, and development. The subject property is located at 139 Main St., Greer, AZ. A.P.N. 102-07-004H. Section 11; Township 7N; Range 27E. The Planning and Zoning Commission recommended unanimous approval September 7, 2023.
3. Superior Court: Discussion and possible approval of the FY24 Fill the Gap Grant Application in the amount of \$31,095.90. These funds are generated from court fines and fees and set aside for necessary court operations within Apache County.
  4. Engineering Department: Discussion and possible approval to enter into an Intergovernmental Agreement with the Arizona Department of Transportation for Highway Safety Improvement Program projects. The projects are located at the intersection of County Road 5020 & U.S. 180A and the intersection of County Road 2108 & U.S. 191.
  5. Information Technology Department: Discussion and possible approval to enter into an Agreement with the Arizona Department of Homeland Security to receive services under the State and Local Cybersecurity Grant Program. The County will be consenting to receive services in lieu of funding under the grant program.

6. Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.

*Pursuant to the Americans with Disabilities Act, the Apache County Board of Supervisors endeavors to ensure the accessibility of its meetings to all persons with disabilities. If you need accommodation for a meeting, please contact the Clerk of the Board's office at (928)337-7303, TDD (928)-361-4402 at least 48 hours prior to the meeting (not including weekends or holidays) so that accommodation can be arranged. One or more members of the Board of Supervisors may participate telephonically or through video communication.*

Posted this 28<sup>th</sup> day of September 2023 at 2:30 p.m. MST by



Ryan N. Patterson  
Clerk of the Board

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

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

KIMBERLY COLE, HEALTH DIRECTOR ACPHSD

Date/Signature: 08/28/2023 

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

ACPHSD requests discussion and possible approval of IGA Amendment No 4, Contract CTR050593 Health Start Program which is changing from a fixed price grant to a cost reimbursement grant effective July 1, 2023. The amount was budgeted for FY24.

BOS Meeting Date Requested 09/05/2023

PRE-AGENDA ITEM REVIEW

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

Signature \_\_\_\_\_

Check if item does not require review \_\_\_\_\_

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

Signature \_\_\_\_\_

Check if item does not require review \_\_\_\_\_

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

Signature \_\_\_\_\_

Check if item does not require review  \_\_\_\_\_

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

Signature \_\_\_\_\_

Check if item does not require review \_\_\_\_\_

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



# Apache County

Public Health Services District

**BOS AGENDA ITEM**

**PROS AND CONS**

**IGA CONTRACT: HEALTH START PROGRAM**

**CONTRACT #: CTR050593 AMENDMENT #4**

**DESCRIPTION:** This amendment changes the grant from a fixed price to a cost reimbursement.

**PROS:** This change will allow ACPHSD to be reimbursed for the actual costs of running the program. Previously, we billed the grant based on visits to clients and training attended.

**CONS:** None



**INTERGOVERNMENTAL AGREEMENT (IGA)  
AMENDMENT**

**ARIZONA DEPARTMENT OF  
HEALTH SERVICES**  
150 18<sup>th</sup> Ave Suite 530  
Phoenix, Arizona 85007

**CONTRACT NO.: CTR050593**

**IGA AMENDMENT NO: 4**

**PROCUREMENT OFFICER  
Lucas Terry**

**HEALTH START PROGRAM**

It is mutually agreed that the Intergovernmental Agreement (IGA) referenced in this Amendment Two (2) is amended as follows:

1. Pursuant to the Terms and Conditions, Provision 6, Contract Changes, Section 6.1. Amendments, Purchase Orders and Change Orders, the IGA is amended as follows:

1.1. The Terms and Conditions are revised and replaced;

1.2. The Fixed Price Sheet is revised and replaced with the Cost Reimbursement Price Sheet; and

**ALL CHANGES ARE INDICATED IN RED**

**All other provisions of this agreement remain unchanged.**

:

Contractor Name:

County Authorized Signature

Address:

Print Name

City

State

Zip

Title and Date

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

State of Arizona

Signature

Date

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

Print Name

Procurement Officer

Contract No.: CTR060266, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature

Date

Assistant Attorney General

Print Name



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**TERMS AND CONDITIONS**

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:
- 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract.
  - 1.2 "ADHS" means Arizona Department of Health Services.
  - 1.3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended.
  - 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
  - 1.5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
  - 1.6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
  - 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
  - 1.8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
  - 1.9 "Days" means calendar days unless otherwise specified.
  - 1.10 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
  - 1.11 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
  - 1.12 "Materials" unless otherwise stated herein, means all property, including but not limited to equipment, supplies, printing, insurance and leases of property.
  - 1.13 "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
  - 1.14 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
  - 1.15 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
  - 1.16 "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
  - 1.17 "State" means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>AMENDMENT</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18 <sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007
	<b>CONTRACT NO.: CTR050593</b>	<b>IGA AMENDMENT NO: 4</b>	<b>PROCUREMENT OFFICER</b> <b>Lucas Terry</b>

**2. Contract Type.**

This Contract shall be:

  X   Cost Reimbursement

**3. Contract Interpretation.**

- 3.1. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 3.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 3.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
  - 3.3.1. Terms and Conditions;
  - 3.3.2. Statement or Scope of Work;
  - 3.3.3. Attachments; and
  - 3.3.4. Referenced Documents
- 3.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 3.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 3.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- 3.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3.8. Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

**4. Contract Administration and Operations**

- 4.1. Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.
- 4.2. Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.
- 4.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to



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change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

- 4.4. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5. Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6. Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
- 4.6.1. Federal Funding. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200), if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
- 4.6.2. State Funding. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7. Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10. Property of the State.
- 4.10.1. Equipment. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
- 4.10.2. Title and Rights to Materials. As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results,



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software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

- 4.10.3. *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.
- 4.10.4. Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.
- 4.10.5. In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.



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- 4.11. E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 4.12. Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

**5. Costs and Payments**

- 5.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.
- 5.2. Recoupment of Contract Payments.
- 5.2.1. Unearned Advanced Funds. Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.
- 5.2.2. Contracted Services. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.
- 5.2.3. Refunds. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.
- 5.2.4. Unacceptable Expenditures. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.
- 5.3. Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.



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5.4. Applicable Taxes.

5.4.1. *State and Local Transaction Privilege Taxes.* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2. *Tax Indemnification.* The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3. *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5. Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6. Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1. Accept a decrease in price offered by the Contractor;

5.6.2. Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3. Offer reductions in funding as an alternative to Contract termination; or

5.6.4. Cancel the Contract.

**6. Contract Changes**

6.1. Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2. Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3. Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.



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**7. Risk and Liability**

- 7.1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 7.2. Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.
- 7.3. Force Majeure.
- 7.3.1. Liability and Definition. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.
- 7.3.2. Exclusions. Force Majeure shall not include the following occurrences:
- 7.3.2.1. Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 7.3.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 7.3.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 7.3.3. Notice. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 7.3.4. Default. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.
- 7.4. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties

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to the Contractor for or toward the fulfillment of this Contract.

**8. Description of Materials** The following provisions shall apply to Materials only:

- 8.1. Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.
- 8.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:
  - 8.2.1. Of a quality to pass without objection in the Contract description;
  - 8.2.2. Fit for the intended purposes for which the Materials are used;
  - 8.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
  - 8.2.4. Adequately contained, packaged and marked as the Contract may require; and
  - 8.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 8.3. Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.
- 8.4. Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 8.5. Survival of Rights and Obligations After Contract Expiration and Termination.
  - 8.5.1. *Contractor's Representations*. All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
  - 8.5.2. *Purchase Orders and Change Orders*. Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

**9. State's Contractual Remedies**

- 9.1. Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.
- 9.2. Stop Work Order.
  - 9.2.1. *Terms*. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order



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Lucas Terry**

is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.2.2. Cancellation or Expiration. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3. Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4. Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

**10. Contract Termination**

10.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.


10.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4. Termination Without Cause.

10.4.1. Both the State and the Contractor may terminate this Contract at any time with thirty (30) days' notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2. If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete

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the Contract.

10.4.3. If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5. Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6. Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7. Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8. Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

## 11. Arbitration

Pursuant to A.R.S. § 12-1518, disputes under this Agreement shall be resolved through the use of arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

## 12. Communication

12.1. Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2. Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

## 13. Client Grievances

If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided



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pursuant to this Contract and which is acceptable to and approved by the State.

**14. Sovereign Immunity**

Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

**15. Administrative Changes**

The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

**16. Survival of Terms After Termination or Cancellation of Contract**

All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

**17. Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

17.1. The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

17.2. If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

**18. Comments Welcome**

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 150 North 18<sup>th</sup> Avenue, Suite 280, Phoenix, Arizona 85007.

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**19. Unique Entity Identifier (UEI) Requirement**

Pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity) may receive a sub-award from ADHS unless the entity provides its Unique Entity Identifier Number to ADHS. The number can be created in SAM.gov. If already registered the UEI has been assigned and can be viewed in SAM.gov .

**20. The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282, as amended by section 6202(a) of P.L. 110-252), found at <https://www.fsrs.gov/>**

If applicable, the subrecipient or sub-awardee is required to abide by the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act – P.L. 109-282, as amended by section 6202(a) of P.L. 110-252), found at <https://www.fsrs.gov/>. The associated Grant Reporting Certification Form and completion instructions will be sent to the subrecipient from ADHS Program(s) responsible for the specific contract. The subrecipient or sub-awardee must return the completed form to ADHS Program(s) by the 15<sup>th</sup> of the month following that in which the award was received. Failure to complete a required Grant Reporting Certification Form may result in loss of funding.

**21. Technology Replacement**

In any event where product is discontinued, no longer available or technically inferior to newly developed product, the Contractor shall provide an equivalent replacement model at no additional cost and shall honor the original contract terms

**22. Authorization for Provision of Services**

Authorization for purchase of services under this Agreement shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Agreement number and the dollar amount of the funds authorized. The Contractor shall only be authorized to perform services up to the amount of the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless 2) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or an additional Purchase Order is issued for purchase of services under this Agreement.



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Lucas Terry

**Apache County Health Department CTR050593**

**COST REIMBURSEMENT LINE-ITEM BUDGET: SFY 2024 (7/1/23-  
6/30/24)**

ACCOUNT CLASSIFICATION	AMOUNT
Personnel	\$49,630.00
ERE	\$24,127.00
Professional & Outside Services	\$0.00
Travel Expense (In-State)	\$5,000.00
Out of State Travel	\$0.00
Occupancy	\$0.00
Operating Expenses/ Other Operating	\$55,243.00
Capital Outlay Expense	\$0.00
Indirect (if authorized)	\$0.00
Other	\$0.00
<b>TOTAL</b>	<b>\$134,000.00</b>

With prior written approval from the Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between funded line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment.

Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a.) the Purchase Order is modified with an official ADHS Procurement Change Order, and/or b.) an additional Purchase Order is issued for purchase of services under this Contract.

Apache County Board of Directors  
AGENDA ITEM REVIEW FORM

dateTime stamp

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

KIMBERLY COLE, HEALTH DIRECTOR, ACPHSD

Date/Signature: 08/23/2023

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

ACPHSD requests discussion and possible approval of IGA Amendment #1, Contract CTR059345 Senate Bill 1847 Funding that replaces the price sheet to extend ending date to June 30, 2027.

BOS Meeting Date Requested 10/03/2023

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Check if item does not require review

Finance Review:

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

Other Review:

Signature

Check if item does not require review

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



# Apache County

Public Health Services District

**BOS AGENDA ITEM**

**PROS AND CONS**

**IGA CONTRACT: SENATE BILL 1847 FUNDING**

**CTR059345 AMENDMENT #1**

**DESCRIPTION:** Amendment #1 extends ending date of grant to June 20, 2027.

**PROS:** This extension allows ACPHSD more time to be able to expend this grant.

**CONS:** None



# INTERGOVERNMENTAL AGREEMENT (IGA)

## Amendment

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
150 18<sup>th</sup> Ave Suite 530  
Phoenix, Arizona 85007

Contract No.:  
**CTR059345**

IGA Amendment No: One (1)  
Arizona Procurement Portal Amendment No.: One (1)

Procurement Officer  
**Niki Large**

### SENATE BILL 1847 FUNDING

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

- Pursuant to Terms and Conditions, Provision Six (6) Contract Changes, Section 6.1 Amendments, Purchase Orders and Change Orders, the price sheet is revised and replaced.

### ALL CHANGES ARE MARKED BELOW IN RED

#### Apache County Public Health Services District

Contractor Name

Authorized Signature

75 West Cleveland Street (2<sup>nd</sup> Floor)  
PO Box 697

Address

Print Name

St. Johns

Arizona

85936

City

State

Zip

Title

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

State of Arizona

Signature

Date

Signed this

day of

2023.

Print Name

Procurement Officer

Contract No.: CTR059345, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature

Date

Assistant Attorney General

Print Name



# INTERGOVERNMENTAL AGREEMENT (IGA)

## Amendment

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
150 18<sup>th</sup> Ave Suite 530  
Phoenix, Arizona 85007

Contract No.:  
**CTR059345**

IGA Amendment No: One (1)  
Arizona Procurement Portal Amendment No.: One (1)

Procurement Officer  
**Niki Large**

### PRICE SHEET

### SB1847 FUNDING

July 01, 2022 – June 30, 2027

Type of Unit	Rate per Unit	Unit of Measure	# of Units	Total
SB1847 Funding	\$12,500.50	Quarterly	4	\$50,000.00

**ALL OTHER PROVISIONS OF THIS AGREEMENT REMAIN UNCHANGED.**

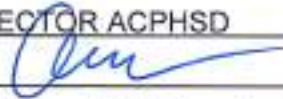
Apache County Board of Directors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

KIMBERLY COLE, HEALTH DIRECTOR ACPHSD

Date/Signature: 09/25/2023



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

ACPHSD requests discussion and possible approval of the agreement with North Country Healthcare for the Well Woman HealthCheck Program. This agreement specifies the respective services to be provided by ACPHS and North Country.

BOS Meeting Date Requested 10/03/2023.

PRE-AGENDA ITEM REVIEW

Legal Review: Approved. See Attached email

Signature



Check if item does not require review

Finance Review:

Signature



Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

Other Review:

Signature

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials



# Apache County

Public Health Services District

## BOS AGENDA ITEM

### PROS AND CONS

#### PROFESSIONAL SERVICES AGREEMENT WITH NORTH COUNTRY HEALTHCARE FOR THE WELL WOMAN HEALTHCHECK PROGRAM

**DESCRIPTION:** This agreement specifies the respective services to be provided by North Country and ACPHSD in regard to the Well Woman HealthCheck Program.

**PROS:** This Program is managed by North Country and ACPHSD assists in providing these services to eligible patients that are more comfortable being seen at the Public Health Clinics.

**CONS:** None



**AGREEMENT BETWEEN  
NORTH COUNTRY HEALTHCARE  
Hereinafter "North Country"  
AND  
Apache County Public Health Services District  
Hereinafter "ACPHSD"**

1. **PURPOSE:** To set forth the agreement under which ACPHSD will provide breast and cervical services in Springerville, Arizona and St. Johns, Arizona for North Country, and Well Woman HealthCheck Program eligible patients. This Agreement specifies the respective services to be provided by North Country and ACPHSD.
2. **PERIOD OF PERFORMANCE:** This Agreement shall be in effect from August 21, 2023, and will auto-renew annually upon mutual written express consent signed by both ACPHSD and North Country each year.
3. **TERMINATION:** Either party may terminate this agreement without cause upon thirty (30) days written notice to the other party. In the event that the agreement is terminated, ACPHSD will not cease to complete associated services for mutual clients already served under this agreement. ACPHSD will be provided at a reduced cost to clients with the ability to make payment arrangements while continuing treatment if they are unable to pay upfront.
4. **STAFF REPRESENTATION:** The Well Woman HealthCheck Program Manager from North Country shall be the primary contact for the Agreement. The Health Director from ACPHSD shall be the primary contact and authorized representative regarding the Agreement. In these capacities, they will oversee the implementation of programs and services enumerated in this Agreement.
5. **SCOPE OF WORK AND RELATIONSHIP OF THE PARTIES:**

North Country shall undertake the following:

- a. Will refer patients from the Springerville North Country clinic and non-North Country patients to ACPHSD for breast and cervical Well Woman HealthCheck Program services and provide coordination of mobile mammogram units for patient mammography (to include sliding fee scale patients). The patient has the freedom to receive breast and cervical services from any provider they choose: North Country will not require the sole use of ACPHSD.
- b. North Country will verify the eligibility of all Well Woman Health Check Program (WWHP) individuals for screening, diagnostic, or treatment services and secure a Release of Information if needed. North Country will share this Release of Information via email or fax if it pertains.
- c. North Country will verify the availability of funds for services based on estimates provided and pre-authorize services within three (3) working days of an estimate to ensure timely treatment for WWHP and Angel Fund Program recipients.
- d. North Country will assist eligible patients in applying for Arizona Health Care Cost Containment System (AHCCCS).
- e. North Country will scan, route, and review the result, and save in the patient's electronic health record. North Country will provide case management as indicated.

- f. North Country will track and manage referrals, including standing orders, through the Center's referral software. North Country will follow up with patients that have outstanding referrals to identify barriers to care and seek to help complete the care opportunity.
- g. If it is determined that a patient is eligible for a North Country program, North Country will assume responsibility for approved services. (i.e., Treatment Link, WWHP, Angel Funds, and Sliding Fee Schedule). ACPHSD will charge North Country for services at Medicare-reimbursable rates. See Exhibit A for WWHP 2023 NBCCEDP Allowable Procedures and Relevant CPT® Codes.

ACPHSD shall undertake the following:

- a. Office visits to include clinical breast exams, pelvic exams, and Pap/HPV tests to patients referred by North Country in accordance with North Country Orders and/or Standing Orders, if applicable. North Country will supply a copy of all Standing Orders as relevant.
  - b. Offer a reduced fee for uninsured patients (to include sliding fee scale patients with income below 200% Federal Poverty Level).
  - c. Return office visit reports to North Country within 48 hours for routine via portal, fax, etc., and on or before 12 hours for stat procedures and/or emergent findings via provider-to-provider call. Information from the referral visit must be provided back to North Country for appropriate follow-up care, and will be included in the patient's North Country record.
  - d. ACPHSD will provide medical services to identified patients after eligibility has been verified. North Country will assume payment only if the patient is deemed eligible for special programs.
  - e. When patients are seeking treatment, ACPHSD will provide an estimate of treatment expenses to North Country prior to initiating treatment so funding can be committed/verified.
  - f. Upon completion of each service, ACPHSD will send North Country an invoice for services provided under this agreement within 30 days of completion of the procedure.
  - g. Upon completion of each service, ACPHSD will send North Country all relevant paperwork within 30 days of completion of the procedure.
  - h. ACPHSD will provide medical services in accordance with all applicable laws, rules, and regulations.
  - i. ACPHSD can refer patients who have been diagnosed with breast cancer to the Patient Care Cost Assistance Program when other resources are unavailable to assist them with breast cancer treatment expenses.
  - j. North Country patients will not be denied if the contract is terminated. Patients shall be able to complete treatment if it is in process at the time the MOU is discontinued.
6. **PAYMENT:** Payment will be made directly to ACPHSD when the services are provided through North Country programs; otherwise, ACPHSD will bill patient insurance.
- a. North Country has a fund dedicated to assisting North Country patients that require services that North Country does not provide outside of the organization, called the Angel Fund. The Angel Fund and WWHP Programs reimburse patient services at Medicare rates. This meaningfully contributes to the community safety net.
  - b. For services under this contract that are not paid for by North Country programs, ACPHSD agrees to discount services for uninsured patients at the North Country sliding fee scale (SFS) discount schedule (as subject to revision from time to time) Medicare allowable rates, or ACPHSD cash pay discount program, or the lesser of the three. See North Country current SFS, attached hereto for reference as Exhibit B.
  - c. North Country will pay ACPHSD within thirty (30) days after receiving ACPHSD's invoices. Unless otherwise agreed to in writing, North Country will pay ACPHSD at Medicare-reimbursable rates.
  - d. Payment for services at Medicare allowable rates will be accepted as payment in full, and patients will not be balance-billed for services received under this agreement.

7. **CREDENTIALING/PRIVILEGING:** ACPHSD shall ensure through a credentialing process that all licensed providers providing services under this contract shall be AHCCCS providers and currently licensed under the provisions of Arizona Revised Statutes Title 32 Chapters 13 or 17. ACPHSD shall verify providers are competent and fit to perform services through a privileging process. All other personnel providing services shall be registered, licensed, or board certified in Arizona in their respective fields as applicable.
8. **CONTRACT MANAGEMENT:** North Country may undertake records reviews, invoice reviews, audit of secure transmission process, patient satisfaction assessments, timely process audits and/or chart reviews to determine if there are deficiencies with the fulfillment of responsibilities. ACPHSD will provide data necessary to meet North Country's applicable federal financial and programmatic reporting requirements or records for an audit. At least bi-annually, North Country and ACPHSD will review items in section 5 to ensure both parties are fulfilling obligations and contact the other party if there are issues or inconsistencies. Moreover, a meeting within the first six months of the execution of the contract will be scheduled to discuss the agreement and relationship between organizations and annually thereafter unless indicated by performance considerations.

Either party has the responsibility to notify the other of any failure to fulfill the above responsibilities via email or in writing. A meeting to discuss plans to address the failures needs to take place within 30 days of receipt of the communication to seek resolution.

9. **OWNERSHIP OF RECORDS:** All financial records, corporate records, patient records, medical files, written procedures, and other such items created by ACPHSD in connection with the Services provided hereunder shall be and remain the property of ACPHSD. ACPHSD shall provide North Country copies of such records upon request. Such records and files shall be stored by ACPHSD for such a period of time as may be required by state or federal law. Until the expiration of five (5) years after the furnishing of services under this Agreement and any extension thereof, ACPHSD will make this Agreement and its books, documents, and records available to the United States Secretary of Health and Human Services or to the Comptroller General or to their duly authorized representative, to the extent required by 42 U.S.C. §1395x(v) (1) and 42 C.F.R. §420, subpart D, if it is determined that such act and the implementing regulations apply to and affect this Agreement.
10. **BREACH NOTIFICATION:** ACPHSD will notify North Country and shared patients of any related data breach, ransomware attack, etc., within 60 days or prior to patient notification. North Country agrees to use the information for the sole purpose of risk communication for the patient population.
11. **INDEMNIFICATION:** Each party shall indemnify and hold harmless the other party, its officers, directors, employees, agents, members, and representatives from any claims, losses, liabilities, damages, and expenses of any kind arising out of the acts or omissions of the other, or its officers, directors, employees, agents, members, and representatives. The obligations of this paragraph shall survive the expiration of this Agreement.
12. **NON-DISCRIMINATION:** Both parties will comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules, and regulations prohibiting discrimination.
13. **ASSIGNMENT:** Neither party may assign its rights or obligations under this agreement without the prior written consent of the other party.

- 14. **AMENDMENTS:** This agreement constitutes the entire agreement between the parties hereto, and there are no other written or oral agreements or understandings made by the parties not contained herein. This agreement may be amended in whole or in part by written amendments signed by both parties.
- 15. **NOTICES:** All notices, requests, and other communications hereafter will be in writing and mailed certified, return receipt requested, or delivered to the parties at their respective addresses set forth on the signature pages of this agreement.
- 16. **GOVERNING LAW:** This agreement will in all respects be interpreted, construed, and governed by and in accordance with the laws of the State of Arizona.
- 17. **ARBITRATION:** The parties agree that should a dispute arise between them, in any manner, concerning this Agreement, the parties will submit the matter to binding arbitration pursuant to the Arizona Supreme Court Rules for Compulsory Arbitration and the decision of the arbitrator(s) shall be final and binding upon the parties.

The undersigned agree to the terms and conditions outlined in this agreement:

**Apache County Public Health Services District**

BY: \_\_\_\_\_

NAME: Alton Joe Shepherd  
TITLE: Chairman of the Board

DATE: \_\_\_\_\_

Correspondence and bills should be mailed to:  
Apache County Public Health Services District  
Attn: Destiny Jensen, RN, Division Manager of Clinical Services  
PO Box 697  
St. Johns, AZ 85936  
Fax: 866-804-8449  
Phone: 928-337-7976

**North Country HealthCare**

BY: \_\_\_\_\_

NAME: Anne Newland, MD, MPH  
TITLE: Chief Executive Officer

DATE: \_\_\_\_\_

Correspondence and bills should be mailed to:  
North Country HealthCare  
Attn: Kristi Boniella, Well Woman HealthCheck Program Manager  
PO Box 3630  
Flagstaff, AZ 86003-3630  
Fax: 928-522-9447  
Phone: 928-522-9446

## Exhibit A

### 2023 NBCCEDP Allowable Procedures and Relevant CPT® Codes

Listed below are allowable procedures and the corresponding suggested Current Procedural Terminology (CPT) codes for use in the National Breast and Cervical Cancer Early Detection Program (NBCCEDP) under these general conditions:

- Grantees are required to be responsible stewards of the NBCCEDP funds and use screening and diagnostic dollars in an efficient and appropriate manner.
- When questions arise regarding the appropriateness to use a specific CPT code, the grantee should discuss with their local medical consultants and CDC to determine appropriateness.
- The CPT codes listed are not all-inclusive and grantees may add other, including temporary, CPT codes for an approved procedure.

CPT Code	Office Visits	End Note	Professional Component (-26)	Technical Component (-TC)	Total
99202	New patient; medically appropriate history/exam; straightforward decision making; 15-29 minutes.				\$ 71.04
99203	New patient; medically appropriate history/exam; low level decision making; 30-44 minutes.				\$ 110.05
99204	New patient; medically appropriate history/exam; moderate level decision making; 45-59 minutes.	1			\$ 163.63
99205	New patient; medically appropriate history/exam; high level decision making; 60-74 minutes.	1			\$ 216.02
99211	Established patient; evaluation and management, may not require presence of physician; presenting problems are minimal.				\$ 22.71
99212	Established patient; medically appropriate history/exam; straightforward decision making; 10- 19 minutes.				\$ 55.48
99213	Established patient; medically appropriate history/exam; low level decision making; 20-29 minutes.				\$ 88.72

CPT Code	Office Visits	End Note	Professional Component (-26)	Technical Component (-TC)	Total
99214	Established patient; medically appropriate history/exam; moderate level decision making; 30-39 minutes.				\$ 125.58
<p><b>Please Don't use "Annual Visit" Codes 99385-99397. Although these codes are on the list of NBCCEDP Allowable Procedures and Relevant CPT codes, these codes don't exactly reflect the services rendered for a Well Woman Exam under the WWHP. The NBCCEDP Allowable Procedures and Relevant CPT Codes not only covers the WWHP services but also Integrated Services under the Wise Woman program, which the state of Arizona does not participate in. AZ WWHP has determined that the preferred codes for office visits will be the standard E/M office visit codes (99202-99214). There really is no difference in price, just that the "Annual visit" codes reflect a wider range of services that the WWHP doesn't cover; since we are sending this data with the codes billed to the CDC, we would like it to reflect the most accurate data as possible.</b></p>					
99385	<i>Initial</i> comprehensive preventive medicine evaluation and management; history, examination, counseling and guidance, risk factor reduction, ordering of appropriate immunizations and lab procedures; 18 to 39 years of age.	2			\$ 110.05
99386	Same as 99385, but 40 to 64 years of age.	2			\$ 110.05
99387	Same as 99385, but 65 years of age or older.	2			\$ 110.05
99395	<i>Periodic</i> comprehensive preventive medicine evaluation and management; history, examination, counseling and guidance, risk factor reduction, ordering of appropriate immunizations and lab procedures; 18 to 39 years of age.	2			\$ 88.72
99396	Same as 99395, but 40 to 64 years of age.	2			\$ 87.72
99397	Same as 99395, but 65 years of age or older.	2			\$ 87.72

CPT Code	Screening and Diagnostic Procedures	End Note	Professional Component (-26)	Technical Component (-TC)	Total
Various	To include any pre-operative testing procedures medically necessary for the planned surgical procedure (e.g., complete blood count, urinalysis, pregnancy test, pre-operative CXR, etc.).				
G0279	Diagnostic digital breast tomosynthesis, unilateral or bilateral.	4	\$ 28.67	\$ 23.50	\$ 52.17
10004	Fine needle aspiration biopsy without imaging guidance, each additional lesion.				\$ 50.20
10005	Fine needle aspiration biopsy including ultrasound guidance, first lesion.				\$ 134.03
10006	Fine needle aspiration biopsy including ultrasound guidance, each additional lesion.				\$ 59.30
10007	Fine needle aspiration biopsy including fluoroscopic guidance, first lesion.				\$ 292.01
10008	Fine needle aspiration biopsy including fluoroscopic guidance, each additional lesion.				\$ 141.51
10009	Fine needle aspiration biopsy including CT guidance, first lesion.				\$ 428.55
10010	Fine needle aspiration biopsy including CT guidance, each additional lesion.				\$ 235.03
10011	Fine needle aspiration biopsy including MRI guidance, first lesion.	8			\$ 428.55
10012	Fine needle aspiration biopsy including MRI guidance, each additional lesion.	8			\$ 235.03
10021	Fine needle aspiration biopsy without imaging guidance, first lesion.				\$ 100.31
19000	Puncture aspiration of cyst of breast.				\$ 100.51
19001	Puncture aspiration of cyst of breast, each additional cyst, used with 19000.				\$ 25.83
19081	Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; stereotactic guidance; first lesion.	6			\$ 498.26

CPT Code	Screening and Diagnostic Procedures	End Note	Professional Component (-26)	Technical Component (-TC)	Total
19082	Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; stereotactic guidance; each additional lesion.	6			\$ 385.50
19083	Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; ultrasound guidance; first lesion.	6			\$ 498.13
19084	Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; ultrasound guidance; each additional lesion.	6			\$ 379.87
19085	Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; magnetic resonance guidance; first lesion.	6			\$ 764.11
19086	Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; magnetic resonance guidance; each additional lesion.	6			\$ 593.30
19100	Breast biopsy, percutaneous, needle core, not using imaging guidance.				\$ 148.65
19101	Breast biopsy, open, incisional.				\$ 325.28
19120	Excision of cyst, fibroadenoma or other benign or malignant tumor, aberrant breast tissue, duct lesion, nipple or areolar lesion; open; one or more lesions.				\$ 511.56
19125	Excision of breast lesion identified by preoperative placement of radiological marker; open; single lesion.				\$ 563.61
19126	Excision of breast lesion identified by preoperative placement of radiological marker, open; each additional lesion separately identified by a preoperative radiological marker.				\$ 156.02
19281	Placement of breast localization device, percutaneous; mammographic guidance; first lesion.	7			\$ 238.77
19282	Placement of breast localization device, percutaneous; mammographic guidance; each additional lesion.	7			\$ 169.28
19283	Placement of breast localization device, percutaneous; stereotactic guidance; first lesion.	7			\$ 257.62

CPT Code	Screening and Diagnostic Procedures	End Note	Professional Component (-26)	Technical Component (-TC)	Total
19284	Placement of breast localization device, percutaneous; stereotactic guidance; each additional lesion.	7			\$ 189.47
19285	Placement of breast localization device, percutaneous; ultrasound guidance; first lesion.	7			\$ 367.95
19286	Placement of breast localization device, percutaneous; ultrasound guidance; each additional lesion.	7			\$ 301.58
19287	Placement of breast localization device, percutaneous; magnetic resonance guidance; first lesion.	7			\$ 634.17
19288	Placement of breast localization device, percutaneous; magnetic resonance guidance; each additional lesion.	7			\$ 490.38
57452	Colposcopy of the cervix.				\$ 125.63
57454	Colposcopy of the cervix, with biopsy and endocervical curettage.				\$ 167.34
57455	Colposcopy of the cervix, with biopsy.				\$ 159.63
57456	Colposcopy of the cervix, with endocervical curettage.				\$ 150.68
57460	Colposcopy with loop electrode biopsy(s) of the cervix.				\$ 312.53
57461	Colposcopy with loop electrode conization of the cervix.				\$ 348.49
57500	Cervical biopsy, single or multiple, or local excision of lesion, with or without fulguration (separate procedure).				\$ 152.55
57505	Endocervical curettage (not done as part of a dilation and curettage).				\$ 153.85
57520	Conization of cervix, with or without fulguration, with or without dilation and curettage, with or without repair; cold knife or laser.				\$ 350.57
57522	Loop electrode excision procedure.				\$ 301.04
58100	Endometrial sampling (biopsy) with or without endocervical sampling (biopsy), without cervical dilation, any method (separate procedure).				\$ 100.68

CPT Code	Screening and Diagnostic Procedures	End Note	Professional Component (-26)	Technical Component (-TC)	Total
58110	Endometrial sampling (biopsy) performed in conjunction with colposcopy (List separately in addition to code for primary procedure).				\$ 49.15
76098	Radiological examination, surgical specimen.		\$ 15.00	\$ 26.40	\$ 41.40
76641	Ultrasound, complete examination of breast including axilla, unilateral.		\$ 34.71	\$ 67.51	\$ 102.22
76642	Ultrasound, limited examination of breast including axilla, unilateral.		\$ 32.36	\$ 51.85	\$ 84.21
76942	Ultrasonic guidance for needle placement, imaging supervision and interpretation.		\$ 30.06	\$ 27.38	\$ 57.44
77046	Magnetic resonance imaging (MRI), breast, without contrast, unilateral.	5	\$ 68.13	\$ 149.71	\$ 217.85
77047	Magnetic resonance imaging (MRI), breast, without contrast, bilateral.	5	\$ 75.46	\$ 150.37	\$ 225.83
77048	Magnetic resonance imaging (MRI), breast, including CAD, with and without contrast, unilateral.	5	\$ 99.15	\$ 246.89	\$ 346.04
77049	Magnetic resonance imaging (MRI), breast, including CAD, with and without contrast, bilateral.	5	\$ 108.50	\$ 244.93	\$ 353.43
77053	Mammary ductogram or galactogram, single duct.		\$ 17.02	\$ 35.53	\$ 52.55
77063	Screening digital breast tomosynthesis, bilateral.	3	\$ 28.67	\$ 23.50	\$ 52.17
77065	Diagnostic mammography, unilateral, includes CAD.		\$ 38.07	\$ 85.46	\$ 123.53
77066	Diagnostic mammography, bilateral, includes CAD.		\$ 46.79	\$ 108.96	\$ 155.75
77067	Screening mammography, bilateral, includes CAD.		\$ 36.05	\$ 90.36	\$ 126.41

CPT Code	ASC Rates with Relevant CPT Codes	End Note	Facility Price (for Provider)	Facility Fee
19000	Puncture aspiration of cyst of breast		\$ 41.77	\$ 100.51
19081	Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; stereotactic guidance; first lesion		\$ 160.17	\$ 498.26
19083	Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; ultrasound guidance; first lesion		\$ 150.58	\$ 498.13
19084	Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; ultrasound guidance; each additional lesion		\$ 76.05	\$ 379.87
19085	Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; magnetic resonance guidance; first lesion		\$ 175.41	\$ 764.11
19100	Breast biopsy, percutaneous, needle core, not using imaging guidance		\$ 67.39	\$ 148.65
19101	Breast biopsy, open, incisional		\$ 220.20	\$ 325.28
19120	Excision of cyst, fibroadenoma or other benign or malignant tumor, aberrant breast tissue, duct lesion, nipple or areolar lesion; open; one or more lesions		\$ 411.38	\$ 511.56
19125	Excision of breast lesion identified by preoperative placement of radiological marker; open; single lesion		\$ 454.94	\$ 563.61

CPT Code	Pathology	End Note	Professional Component (-26)	Technical Component (-TC)	Total
Various	Pre-operative testing; CBC, urinalysis, pregnancy test, etc. These procedures should be medically necessary for the planned surgical procedure.				
87426	COVID-19 infectious agent detection by nucleic acid DNA or RNA; amplified probe technique.				\$ 35.33
87635	COVID-19 infectious agent antigen detection by immunoassay technique; qualitative or semiquantitative				\$ 51.31
88365	In situ hybridization (e.g., FISH), per specimen; initial single probe stain procedure.		\$ 41.86	\$ 134.70	\$ 176.56
88364	In situ hybridization (e.g., FISH), per specimen; each additional single probe stain procedure.		\$ 33.15	\$ 100.47	\$ 133.62
88366	In situ hybridization (e.g., FISH), per specimen; each multiplex probe stain procedure.		\$ 60.22	\$ 212.37	\$ 272.59
88367	Morphometric analysis, in situ hybridization, computer-assisted, per specimen, initial single probe stain procedure		\$ 32.53	\$ 78.94	\$ 111.47
88373	Morphometric analysis, in situ hybridization, computer-assisted, per specimen, each additional probe stain procedure.		\$ 24.55	\$ 42.75	\$ 67.30
88374	Morphometric analysis, in situ hybridization, computer-assisted, per specimen, each multiplex stain procedure.		\$ 41.59	\$ 254.50	\$ 296.10
88368	Morphometric analysis, in situ hybridization, manual, per specimen, initial single probe stain procedure.		\$ 40.55	\$ 98.81	\$ 139.36
88369	Morphometric analysis, in situ hybridization, manual, per specimen, each additional probe stain procedure.		\$ 32.17	\$ 87.42	\$ 119.59
88377	Morphometric analysis, in situ hybridization, manual, per specimen, each multiplex stain procedure.		\$ 62.09	\$ 324.96	\$ 387.05
87624	Human Papillomavirus, high-risk types.	9			\$ 35.09
87625	Human Papillomavirus, types 16 and 18 only.	9			\$ 40.55

CPT Code	Pathology	End Note	Professional Component (-26)	Technical Component (-TC)	Total
88141	Cytopathology, cervical or vaginal, any reporting system, <u>requiring interpretation by physician</u> .				\$ 22.48
88142	Cytopathology (liquid-based Pap test) cervical or vaginal, collected in preservative fluid, automated thin layer preparation; manual screening under physician supervision.				\$ 20.26
88143	Cytopathology, cervical or vaginal, collected in preservative fluid, automated thin layer preparation; manual screening and rescreening under physician supervision.				\$ 23.04
88164	Cytopathology (conventional Pap test), slides cervical or vaginal reported in Bethesda System, manual screening under physician supervision.				\$ 17.31
88165	Cytopathology (conventional Pap test), slides cervical or vaginal reported in Bethesda System, manual screening and rescreening under physician supervision.				\$ 42.22
88172	Cytopathology, evaluation of fine needle aspirate; immediate cytohistologic study to determine adequacy of specimen(s), first evaluation episode.		\$ 34.44	\$ 20.20	\$ 54.64
88173	Cytopathology, evaluation of fine needle aspirate; interpretation and report.		\$ 67.92	\$ 90.57	\$ 158.49
88174	Cytopathology, cervical or vaginal, collected in preservative fluid, automated thin layer preparation; screening by automated system, under physician supervision.				\$ 25.37
88175	Cytopathology, cervical or vaginal, collected in preservative fluid, automated thin layer preparation; screening by automated system and manual rescreening, under physician supervision.				\$ 26.61
88177	Cytopathology, evaluation of fine needle aspirate; immediate cytohistologic study to determine adequacy of specimen(s), each separate additional evaluation episode.		\$ 21.05	\$ 7.83	\$ 28.88
88305	Surgical pathology, gross and microscopic examination.		\$ 36.15	\$ 33.90	\$ 70.05

CPT Code	Pathology	End Note	Professional Component (-26)	Technical Component (-TC)	Total
88307	Surgical pathology, gross and microscopic examination; requiring microscopic evaluation of surgical margins.		\$ 79.84	\$ 203.81	\$ 283.65
88331	Pathology consultation during surgery, first tissue block, with frozen section(s), single specimen.		\$ 60.16	\$ 40.10	\$ 100.26
88332	Pathology consultation during surgery, each additional tissue block, with frozen section(s).		\$ 29.75	\$ 24.11	\$ 53.86
88341	Immunohistochemistry or immunocytochemistry, per specimen; each additional single antibody stain procedure (List separately in addition to code for primary procedure).		\$ 27.42	\$ 57.11	\$ 84.53
88342	Immunohistochemistry or immunocytochemistry, per specimen; initial single antibody stain procedure.		\$ 33.80	\$ 64.25	\$ 98.05
88360	Morphometric analysis, tumor immunohistochemistry, per specimen; manual.		\$ 40.52	\$ 75.35	\$ 115.86
88361	Morphometric analysis, tumor immunohistochemistry, per specimen; using computer- assisted technology.		\$ 42.60	\$ 73.39	\$ 115.99
99070	Supplies and materials (except spectacles), provided by the physician over and above those usually included with the office visit or other services rendered (list drugs, trays, supplies, or materials provided).				Various

HCPCS Code	Transportation Services (AHCCCS Rates)	End Note	Amount
A0080	Non-emergency transportation, per mile, volunteer		\$ 0.44
A0160	Non-emergency transportation, per mile, case worker		\$ 0.44
A0100	Taxicab, base rate, per client		\$ 1.04
S0215	Taxicab, rate/ per mile, urban		\$ 1.28
A0100	Taxicab base rate, per client		\$ 1.04
S0215	Taxicab, rate/ per mile, rural		\$ 1.53
A0120	Ambulatory Van, urban base rate per client		\$ 6.64
S0215	Ambulatory Van, urban rate/ per mile		\$ 1.28
A0120	Ambulatory Van, rural base rate per client		\$ 7.27
S0215	Ambulatory Van, rural rate/ per mile		\$ 1.53
A0130	Wheelchair Van, urban base rate per client		\$ 11.15
S0209	Wheelchair Van, urban rate/ per mile		\$ 1.54
A0130	Wheelchair Van, rural base rate per client		\$ 12.21
S0209	Wheelchair Van, rural rate/ per mile		\$ 1.66

CPT Code	Approved Pre-Operative Codes (ADHS Use Only)	End Note	Professional Component (-26)	Technical Component (-TC)	Total
36415	Lab Draw				\$ 8.57
80048	Basic Metabolic Panel				\$ 8.46
85025	Blood Count				\$ 7.77
85610	Pro Thrombin				\$ 4.29
85730	Thromboplastin				\$ 6.01
81003	Urinalysis				\$ 2.25
71046	Radiological examination, CHEST - 2 Views		\$ 10.63	\$ 22.81	\$ 32.17
93005	EKG				\$ 6.16
81025	Pregnancy Test				\$ 8.61
Various	Pre-operative testing: CBC, urinalysis, pregnancy test, etc. These procedures should be medically necessary for the planned surgical procedure.				

CPT Code	Anesthesia	End Note	Professional Component (-26)	Technical Component (-TC)	Total
00400	Anesthesia for procedures on the integumentary system, anterior trunk, not otherwise specified				\$ 32.12
99156	Moderate anesthesia, 10-22 minutes for individuals 5 years or older				\$ 74.51
99157	Moderate anesthesia for each additional 15 minutes	10			\$ 60.88

Procedures Specifically Not Allowed		End Note
CPT Code		
Any	Treatment of breast carcinoma in situ, breast cancer, cervical intraepithelial neoplasia and cervical cancer.	
77061	Breast tomosynthesis, unilateral.	11 X X X
77062	Breast tomosynthesis, bilateral.	11 X X X
87623	Human papillomavirus, low-risk types.	X X X

End Note	Description
1	All consultations should be billed through the standard "new patient" office visit CPT codes 99201–99205. Consultations billed as 99204 or 99205 must meet the criteria for these codes. These codes (99204–99205) are typically <u>not</u> appropriate for NBCCEDP screening visits. However, they may be used when provider spends extra time to do a detailed risk assessment.
2	The type and duration of office visits should be appropriate to the level of care needed to accomplish screening and diagnostic follow-up within the NBCCEDP. While some programs may need to use 993XX- series codes, Preventive Medicine Evaluation visits are not covered by Medicare and not appropriate for the NBCCEDP. The 9938X codes shall be reimbursed at or below the 99203 rate, and 9939X codes shall be reimbursed at or below the 99213 rate.
3	List separately in addition to code for primary procedure 77067.
4	List separately in addition to 77065 or 77066.
5	Breast MRI can be reimbursed by the NBCCEDP in conjunction with a mammogram when a client has a BRCA gene mutation, a first degree relative who is a BRCA carrier, or a lifetime risk of 20% or greater as defined by risk assessment models such as BRCAPRO that depend largely on family history. Breast MRI also can be used to assess areas of concern on a mammogram, or to evaluate a client with a history of breast cancer after completing treatment. Breast MRI should never be done alone as a breast cancer screening tool. Breast MRI cannot be reimbursed for by the NBCCEDP to assess the extent of disease in a woman who has just been newly diagnosed with breast cancer in order to determine treatment.
6	Codes 19081–19086 are to be used for breast biopsies that include image guidance, placement of a localization device, and imaging of specimen. They should not be used in conjunction with 19281–19288.

7	Codes 19281–19288 are for image guidance placement of a localization device without image-guided biopsy. These codes should not be used in conjunction with 19081–19086.
8	For CPT 10011 use the reimbursement rate for CPT code 10009. For CPT 10012 use the reimbursement rate for CPT code 10010.
9	HPV DNA testing is not a reimbursable procedure if used as an adjunctive screening test to the Pap for women under 30 years of age.
10	Example: if procedure is 50 minutes, code 99156 + (99157 x 2). No separate charge allowed if procedure <10 minutes.
11	These procedures have not been approved for coverage by Medicare.

**Note: all procedures over \$2,500.00 must have prior authorization.**

# Exhibit B

April 2023

## SLIDING FEE SCALE

Minimum patient payment amount	Family Size					
	1	2	3	4	5	6
<b>NOMINAL FEE</b>						
Medical Office visit \$20	\$0-\$1,215	\$0 - \$1,643	\$0 - \$2,072	\$0 - \$2,500	\$0 - \$2,928	\$0 - \$3,357
Dental Services \$40						
Medical Office visit \$30	\$1,216-\$1,1616	\$1,644-\$2,186	\$2,073-\$2,755	\$2,501 - \$3,325	\$2,929- \$3,895	\$3,358 - \$4,464
Dental Services 33% (minimum \$41)						
Medical Office visit \$35	\$1,616-\$2,017	\$2,187 - \$2,728	\$2,756 - \$3,439	\$3,326 - \$4,150	\$3,896 - \$4,861	\$4,465- \$5,572
Dental Services 50% (minimum \$41)						
Medical Office visit \$40	\$2,018-\$2,430	\$2,729 - \$3,287	\$3,440 - \$4,143	\$4,151 - \$5,000	\$4,862 - \$5,857	\$5,573- \$6,713
Dental Services 67% (minimum \$41)						
Self Pay	Above \$2,430	Above \$3,287	Above \$4,143	Above \$5,000	Above \$5,857	Above \$6,713

Lab fees, supplies and equipment will be an addition to medical or dental visit amount. Patient will be informed of out of pocket cost prior to service performed.

Sliding Fee Scale is not insurance but rather a discount program for North Country HealthCare services only.

The

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

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

Date/Signature: 9/25/23 

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

Sit as the Board of Equalization to accept the following Petitions for Review of Real Property Valuation determinations heard by Hearing Officer Charles Johnson on September 20, 2023.

- Acceptance of hearing determination of Petition for Review of Real Property Valuation for George Richardson, Parcel 106-27-065.
- Acceptance of hearing determination of Petition for Review of Real Property Valuation for Lot Slade, Parcel 104-11-002.

BOS Meeting Date Requested 10/3/23

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PRE-AGENDA ITEM REVIEW

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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OFFICIAL PROCEEDINGS OF THE APACHE COUNTY  
BOARD OF EQUALIZATION HEARING  
September 20, 2023  
St. Johns, Arizona

Hearing Officer Charles Johnson conducted the hearings.

Hearing Officer Johnson provided an overview of the proceedings and protocol. All hearings were held in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona. Participants were all administered the oath. Hearings began at 9:00 a.m.

Petition for Review of Real Property Valuation for George Richardson, Parcel 106-27-065. The Assessor's Office was present and represented by Amanda Simmons who recommended a decrease from the initial Full Cash Valuation of \$69,583 to \$56,314. Petitioner was present and represented by George Richardson who valued his property at \$18,000, the amount he purchased it for in 2012; due to water damage, a non-maintained road, and animal depredation. Based on the information and evidence provided by the Assessor's Office and the Petitioner, Hearing Officer Johnson determined the FCV for the subject property be set at \$56,314 with the LPV at \$32,752 for 2024.

Petition for Review of Real Property Valuation for Lot Slade, Parcel 104-11-002. The Assessor's Office was present and represented by Sophia Rodriguez who recommended a decrease from the initial Full Cash Valuation of \$146,823 to \$91,249. Petitioner Lot Slade was present and stated he is requesting the Full Cash Value be set at \$27,000, the amount he paid for property a year ago. Mr. Slade stated he has lived in the home for a year and has determined the home's foundation is bad and the house needs to be leveled and rebuilt. Based on the information and evidence provided by the Assessor's Office and Petitioner's appeal documents, Hearing Officer Johnson determined the Full Cash Value for the subject property be set at \$91,249 with the LPV at \$53,070 for 2024.

Hearings concluded at 10:30 a.m.

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

addition stamp

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

Finance Clayton Anderson

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

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

Request approval of demands as distributed to the Apache County Board of Supervisors between September 5, 2023 to October 3, 2023. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.

BOS Meeting Date Requested 10/5/23

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PRE-AGENDA ITEM REVIEW

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1118113	08/29/2023	Accounts Payable	ALLEGRA	\$52389.29
NBAZ - Warrant Clearing Account	Check	1118114	08/29/2023	Accounts Payable	ALSCO INC	\$1094.51
NBAZ - Warrant Clearing Account	Check	1118115	08/29/2023	Accounts Payable	AMAZON CAPITAL SERVICES INC	\$4762.44
NBAZ - Warrant Clearing Account	Check	1118116	08/29/2023	Accounts Payable	AMIGO CHRYSLER DODGE JEEP RAM	\$2586.06
NBAZ - Warrant Clearing Account	Check	1118117	08/29/2023	Accounts Payable	APACHE COUNTY YOUTH COUNCIL	\$250.00
NBAZ - Warrant Clearing Account	Check	1118118	08/29/2023	Accounts Payable	ASHTONS REPAIR INC	\$601.02
NBAZ - Warrant Clearing Account	Check	1118119	08/29/2023	Accounts Payable	AXON ENTERPRISE INC	\$68292.76
NBAZ - Warrant Clearing Account	Check	1118120	08/29/2023	Accounts Payable	AZ SUPREME COURT	\$2088.97
NBAZ - Warrant Clearing Account	Check	1118121	08/29/2023	Accounts Payable	AZ SUPREME COURT	\$22766.21
NBAZ - Warrant Clearing Account	Check	1118122	08/29/2023	Accounts Payable	BAUMAN HOME AND AUTO INC (CARQUEST)	\$3820.38
NBAZ - Warrant Clearing Account	Check	1118123	08/29/2023	Accounts Payable	BEACON FIRE AND SECURITY LLC	\$1328.00
NBAZ - Warrant Clearing Account	Check	1118124	08/29/2023	Accounts Payable	SARAH MAE BEGAY	\$340.00
NBAZ - Warrant Clearing Account	Check	1118125	08/29/2023	Accounts Payable	BIG SKY COMMUNICATIONS INC	\$509.00
NBAZ - Warrant Clearing Account	Check	1118126	08/29/2023	Accounts Payable	JIMICA LYNN BIGMAN	\$81.14
NBAZ - Warrant Clearing Account	Check	1118127	08/29/2023	Accounts Payable	PAULA MARIE BILLY	\$150.00
NBAZ - Warrant Clearing Account	Check	1118128	08/29/2023	Accounts Payable	BOOT BARN	\$767.94
NBAZ - Warrant Clearing Account	Check	1118129	08/29/2023	Accounts Payable	BRAD HALL & ASSOCIATES INC	\$60185.80
NBAZ - Warrant Clearing Account	Check	1118130	08/29/2023	Accounts Payable	BUILDING NATIONS LLC	\$300.00
NBAZ - Warrant Clearing Account	Check	1118131	08/29/2023	Accounts Payable	BULWARK EXTERMINATING LLC	\$267.75
NBAZ - Warrant Clearing Account	Check	1118132	08/29/2023	Accounts Payable	CEDAR GROVE WATER CO	\$78.48
NBAZ - Warrant Clearing Account	Check	1118133	08/29/2023	Accounts Payable	John Lucas COMMUNITY BROADBAND ADVOCATES LLC	\$28860.38
NBAZ - Warrant Clearing Account	Check	1118134	08/29/2023	Accounts Payable	CONTINUOUS RAINGUTTER SYSTEMS	\$824.40
NBAZ - Warrant Clearing Account	Check	1118135	08/29/2023	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	\$44.65
NBAZ - Warrant Clearing Account	Check	1118136	08/29/2023	Accounts Payable	FERRIN CROSBY	\$198.99
NBAZ - Warrant Clearing Account	Check	1118137	08/29/2023	Accounts Payable	DAY CUSTOMS AUTOMOTIVE	\$111.59
NBAZ - Warrant Clearing Account	Check	1118138	08/29/2023	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	\$322.71
NBAZ - Warrant Clearing Account	Check	1118139	08/29/2023	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	\$203.17
NBAZ - Warrant Clearing Account	Check	1118140	08/29/2023	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	\$234.01
NBAZ - Warrant Clearing Account	Check	1118141	08/29/2023	Accounts Payable	DESERT MOUNTAIN CORPORATION	\$21766.25
NBAZ - Warrant Clearing Account	Check	1118142	08/29/2023	Accounts Payable	EMPIRE MACHINERY	\$2472.52
NBAZ - Warrant Clearing Account	Check	1118143	08/29/2023	Accounts Payable	EXCEL HOSE LLC	\$67.53
NBAZ - Warrant Clearing Account	Check	1118144	08/29/2023	Accounts Payable	CAROLINE H FEATHERHAT	\$1034.82
NBAZ - Warrant Clearing Account	Check	1118145	08/29/2023	Accounts Payable	FEDEX - FEDERAL EXPRESS CORPORATION	\$35.04
NBAZ - Warrant Clearing Account	Check	1118146	08/29/2023	Accounts Payable	BRITTANY LAUREN SAMANTHA FINCH	\$950.58
NBAZ - Warrant Clearing Account	Check	1118147	08/29/2023	Accounts Payable	FRONTIER	\$269.16
NBAZ - Warrant Clearing Account	Check	1118148	08/29/2023	Accounts Payable	FRONTIER	\$4152.54
NBAZ - Warrant Clearing Account	Check	1118149	08/29/2023	Accounts Payable	FRONTIER	\$218.18
NBAZ - Warrant Clearing Account	Check	1118150	08/29/2023	Accounts Payable	FRONTIER	\$58.39
NBAZ - Warrant Clearing Account	Check	1118151	08/29/2023	Accounts Payable	FRONTIER	\$92.38
NBAZ - Warrant Clearing Account	Check	1118152	08/29/2023	Accounts Payable	FRONTIER	\$732.46
NBAZ - Warrant Clearing Account	Check	1118153	08/29/2023	Accounts Payable	FRONTIER	\$240.40
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NBAZ - Warrant Clearing Account	Check	1118155	08/29/2023	Accounts Payable	FRONTIER	\$57.65
NBAZ - Warrant Clearing Account	Check	1118156	08/29/2023	Accounts Payable	FRONTIER	\$24.79
NBAZ - Warrant Clearing Account	Check	1118157	08/29/2023	Accounts Payable	FRONTIER	\$1510.70
NBAZ - Warrant Clearing Account	Check	1118158	08/29/2023	Accounts Payable	FRONTIER	\$94.65
NBAZ - Warrant Clearing Account	Check	1118159	08/29/2023	Accounts Payable	FRONTIER	\$92.38
NBAZ - Warrant Clearing Account	Check	1118160	08/29/2023	Accounts Payable	FUTURE TIRE	\$6955.00
NBAZ - Warrant Clearing Account	Check	1118161	08/29/2023	Accounts Payable	GALL'S INC	\$667.79
NBAZ - Warrant Clearing Account	Check	1118162	08/29/2023	Accounts Payable	GALLUP INDEPENDENT	\$699.14
NBAZ - Warrant Clearing Account	Check	1118163	08/29/2023	Accounts Payable	SAMUEL TODD GARDNER	\$59.00
NBAZ - Warrant Clearing Account	Check	1118164	08/29/2023	Accounts Payable	GLAXO SMITHKLINE PHARMACY	\$1832.23
NBAZ - Warrant Clearing Account	Check	1118165	08/29/2023	Accounts Payable	BUTCH GUNNELS	\$947.90
NBAZ - Warrant Clearing Account	Check	1118166	08/29/2023	Accounts Payable	HATCH CONSTRUCTION	\$2224.42
NBAZ - Warrant Clearing Account	Check	1118167	08/29/2023	Accounts Payable	HIGH COUNTRY SIGNS LLC	\$1804.00
NBAZ - Warrant Clearing Account	Check	1118168	08/29/2023	Accounts Payable	HILL AZ GROCERY STORE/ ST JOHNS MARKET	\$248.80
NBAZ - Warrant Clearing Account	Check	1118169	08/29/2023	Accounts Payable	HOME DEPOT	\$335.22
NBAZ - Warrant Clearing Account	Check	1118170	08/29/2023	Accounts Payable	HUGHES SUPPLY INC (LAKESIDE)	\$663.01
NBAZ - Warrant Clearing Account	Check	1118171	08/29/2023	Accounts Payable	JONES OUTDOOR ADVERTISING INC	\$249.00
NBAZ - Warrant Clearing Account	Check	1118172	08/29/2023	Accounts Payable	KARPEL COMPUTER SYSTEMS INC	\$2182.00
NBAZ - Warrant Clearing Account	Check	1118173	08/29/2023	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	\$270.77
NBAZ - Warrant Clearing Account	Check	1118174	08/29/2023	Accounts Payable	UVCO WATER & SEWER COMPANY	\$347.79
NBAZ - Warrant Clearing Account	Check	1118175	08/29/2023	Accounts Payable	LSQ GROUP HOLDINGS LLC	\$3520.17
NBAZ - Warrant Clearing Account	Check	1118176	08/29/2023	Accounts Payable	CHRIS MCCARTHY	\$30.00
NBAZ - Warrant Clearing Account	Check	1118177	08/29/2023	Accounts Payable	MCCOOK BOILER AND PUMP COMPANY	\$1315.00
NBAZ - Warrant Clearing Account	Check	1118178	08/29/2023	Accounts Payable	MCKESSON MEDICAL SURGICAL	\$383.14
NBAZ - Warrant Clearing Account	Check	1118179	08/29/2023	Accounts Payable	MH CONSULTING & PROJECT MANAGEMENT LLC	\$611.57
NBAZ - Warrant Clearing Account	Check	1118180	08/29/2023	Accounts Payable	MISSION UNIFORM & LINEN	\$261.68

NBAZ - Warrant Clearing Account	Check	1118181	08/29/2023	Accounts Payable	REITA MOORE	\$64.19
NBAZ - Warrant Clearing Account	Check	1118182	08/29/2023	Accounts Payable	NAPA	\$2177.62
NBAZ - Warrant Clearing Account	Check	1118183	08/29/2023	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	\$589.14
NBAZ - Warrant Clearing Account	Check	1118184	08/29/2023	Accounts Payable	NAVAJO WESTERNERS	\$93.38
NBAZ - Warrant Clearing Account	Check	1118185	08/29/2023	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	\$2597.08
NBAZ - Warrant Clearing Account	Check	1118186	08/29/2023	Accounts Payable	KEIRSTEN NIELSEN	\$25.00
NBAZ - Warrant Clearing Account	Check	1118187	08/29/2023	Accounts Payable	LARRY NOBLE	\$159.31
NBAZ - Warrant Clearing Account	Check	1118188	08/29/2023	Accounts Payable	NORTHERN TOOL & EQUIPMENT CO	\$349.11
NBAZ - Warrant Clearing Account	Check	1118189	08/29/2023	Accounts Payable	NTUA WIRELESS, LLC	\$5220.02
NBAZ - Warrant Clearing Account	Check	1118190	08/29/2023	Accounts Payable	OVERDRIVE INC	\$319.69
NBAZ - Warrant Clearing Account	Check	1118191	08/29/2023	Accounts Payable	CHRISTOPHER R PADILLA	\$207.27
NBAZ - Warrant Clearing Account	Check	1118192	08/29/2023	Accounts Payable	PEARCE READY MIX	\$1600.00
NBAZ - Warrant Clearing Account	Check	1118193	08/29/2023	Accounts Payable	PSYCHOLOGICAL AND CONSULTING SERVICES	\$3000.00
NBAZ - Warrant Clearing Account	Check	1118194	08/29/2023	Accounts Payable	QUILL CORP	\$3756.67
NBAZ - Warrant Clearing Account	Check	1118195	08/29/2023	Accounts Payable	RDO EQUIPMENT CO	\$2327.67
NBAZ - Warrant Clearing Account	Check	1118196	08/29/2023	Accounts Payable	RDO EQUIPMENT CO	\$849.42
NBAZ - Warrant Clearing Account	Check	1118197	08/29/2023	Accounts Payable	RHINEHART OIL CO	\$50.66
NBAZ - Warrant Clearing Account	Check	1118198	08/29/2023	Accounts Payable	KODY RICHARDSON	\$1133.10
NBAZ - Warrant Clearing Account	Check	1118199	08/29/2023	Accounts Payable	RIGG LAW FIRM PLLC	\$5000.00
NBAZ - Warrant Clearing Account	Check	1118200	08/29/2023	Accounts Payable	ROBERTS TIRE SALES INC	\$2849.14
NBAZ - Warrant Clearing Account	Check	1118201	08/29/2023	Accounts Payable	RUSH TRUCK CENTER	\$6352.42
NBAZ - Warrant Clearing Account	Check	1118202	08/29/2023	Accounts Payable	SAFEWAY INC	\$42.74
NBAZ - Warrant Clearing Account	Check	1118203	08/29/2023	Accounts Payable	SEAN P WILSON MD	\$200.00
NBAZ - Warrant Clearing Account	Check	1118204	08/29/2023	Accounts Payable	SECURUS TECHNOLOGIES INC	\$2195.27
NBAZ - Warrant Clearing Account	Check	1118205	08/29/2023	Accounts Payable	SENTRY FIRE PROTECTION SPECIALISTS LLC	\$164.46
NBAZ - Warrant Clearing Account	Check	1118206	08/29/2023	Accounts Payable	SENTRY WELDING SUPPLY LLC	\$114.94
NBAZ - Warrant Clearing Account	Check	1118207	08/29/2023	Accounts Payable	ALTON JOE SHEPHERD	\$16.38
NBAZ - Warrant Clearing Account	Check	1118208	08/29/2023	Accounts Payable	SMITH BAGLEY INC DBA CELLULAR ONE NE AZ	\$492.58
NBAZ - Warrant Clearing Account	Check	1118209	08/29/2023	Accounts Payable	SOUTHERN TIRE MART LLC	\$1096.00
NBAZ - Warrant Clearing Account	Check	1118210	08/29/2023	Accounts Payable	SPRINGERVILLE AUTO WRECKERS	\$260.00
NBAZ - Warrant Clearing Account	Check	1118211	08/29/2023	Accounts Payable	STANTEC CONSULTING SERVICES	\$32606.36
NBAZ - Warrant Clearing Account	Check	1118212	08/29/2023	Accounts Payable	STATE FARM FIRE & CASUALTY COMPANY	\$243.00
NBAZ - Warrant Clearing Account	Check	1118213	08/29/2023	Accounts Payable	SUMMIT FUNERAL HOME	\$350.00
NBAZ - Warrant Clearing Account	Check	1118214	08/29/2023	Accounts Payable	DALE SHAWN TAYLOR	\$5000.00
NBAZ - Warrant Clearing Account	Check	1118215	08/29/2023	Accounts Payable	TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY	\$1268.34
NBAZ - Warrant Clearing Account	Check	1118216	08/29/2023	Accounts Payable	CRAIG TSOIE	\$377.04
NBAZ - Warrant Clearing Account	Check	1118217	08/29/2023	Accounts Payable	TYLER TECHNOLOGIES INC	\$1930.00
NBAZ - Warrant Clearing Account	Check	1118218	08/29/2023	Accounts Payable	UNIFIRST CORPORATION	\$74.69
NBAZ - Warrant Clearing Account	Check	1118219	08/29/2023	Accounts Payable	US POSTMASTER	\$152.00
NBAZ - Warrant Clearing Account	Check	1118220	08/29/2023	Accounts Payable	VALLEY AUTO PARTS	\$69.57
NBAZ - Warrant Clearing Account	Check	1118221	08/29/2023	Accounts Payable	ANDREA ROSE VAUGHN	\$676.72
NBAZ - Warrant Clearing Account	Check	1118222	08/29/2023	Accounts Payable	VERBATIM REPORTING & TRANSCRIPTION LLC	\$284.00
NBAZ - Warrant Clearing Account	Check	1118223	08/29/2023	Accounts Payable	VERIZON WIRELESS	\$1683.14
NBAZ - Warrant Clearing Account	Check	1118224	08/29/2023	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	\$180.76
NBAZ - Warrant Clearing Account	Check	1118225	08/29/2023	Accounts Payable	ELTA WARNER	\$106.00
NBAZ - Warrant Clearing Account	Check	1118226	08/29/2023	Accounts Payable	WASTE MANAGEMENT OF AZ	\$196.50
NBAZ - Warrant Clearing Account	Check	1118227	08/29/2023	Accounts Payable	ALICE JO WEBB	\$35.00
NBAZ - Warrant Clearing Account	Check	1118228	08/29/2023	Accounts Payable	THOMAS CARDON WEBB	\$76.66
NBAZ - Warrant Clearing Account	Check	1118229	08/29/2023	Accounts Payable	WESTERN DRUG COMPANY	\$46.88
NBAZ - Warrant Clearing Account	Check	1118230	08/29/2023	Accounts Payable	WHITE MOUNTAIN COMMUNICATIONS	\$1044.28
NBAZ - Warrant Clearing Account	Check	1118231	08/29/2023	Accounts Payable	ANTONIA WOOD	\$226.38
NBAZ - Warrant Clearing Account	Check	1118232	08/29/2023	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	\$118.05
NBAZ - Warrant Clearing Account	Check	1118233	08/29/2023	Accounts Payable	ASHTONS REPAIR INC	\$1042.13
NBAZ - Warrant Clearing Account	Check	1118234	08/29/2023	Accounts Payable	AZLGEBT	\$7145.00
NBAZ - Warrant Clearing Account	Check	1118235	08/29/2023	Accounts Payable	BAUMAN HOME AND AUTO INC (CARQUEST)	\$21.80
NBAZ - Warrant Clearing Account	Check	1118236	08/29/2023	Accounts Payable	CREDITRON CORPORATION	\$6301.47
NBAZ - Warrant Clearing Account	Check	1118237	08/29/2023	Accounts Payable	GALLUP CUSTOM TINTING	\$614.28
NBAZ - Warrant Clearing Account	Check	1118238	08/29/2023	Accounts Payable	HOME DEPOT	\$625.44
NBAZ - Warrant Clearing Account	Check	1118239	08/29/2023	Accounts Payable	SAFELITE AUTO GLASS	\$1502.06
NBAZ - Warrant Clearing Account	Check	1118240	08/29/2023	Accounts Payable	LEHI MONTIERTH	\$1083.07
NBAZ - Warrant Clearing Account	Check	1118268	08/29/2023	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE (AFLAC)	\$220.46
NBAZ - Warrant Clearing Account	Check	1118269	08/29/2023	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	\$185165.87
NBAZ - Warrant Clearing Account	Check	1118270	08/29/2023	Accounts Payable	ASRS LEGACY EORP	\$11107.92
NBAZ - Warrant Clearing Account	Check	1118271	08/29/2023	Accounts Payable	AZ STATE RETIREMENT SYSTEM	\$137754.19
NBAZ - Warrant Clearing Account	Check	1118272	08/29/2023	Accounts Payable	CINCINNATI LIFE INS CO	\$10.00
NBAZ - Warrant Clearing Account	Check	1118273	08/29/2023	Accounts Payable	CORP AOC DISABILITY	\$63.12
NBAZ - Warrant Clearing Account	Check	1118274	08/29/2023	Accounts Payable	CORP DISABILITY	\$154.96
NBAZ - Warrant Clearing Account	Check	1118275	08/29/2023	Accounts Payable	CORRECTIONS OFFICER RET PLAN	\$13668.37
NBAZ - Warrant Clearing Account	Check	1118276	08/29/2023	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	\$1194.60

NBAZ - Warrant Clearing Account	Check	1118277	08/29/2023	Accounts Payable	EODCR5 DISABILITY	\$12.94
NBAZ - Warrant Clearing Account	Check	1118278	08/29/2023	Accounts Payable	EORP LEGACY	\$3089.91
NBAZ - Warrant Clearing Account	Check	1118279	08/29/2023	Accounts Payable	NATIONWIDE	\$2896.06
NBAZ - Warrant Clearing Account	Check	1118280	08/29/2023	Accounts Payable	NATIONWIDE RETIREMENT SOLE EODCR5	\$603.59
NBAZ - Warrant Clearing Account	Check	1118281	08/29/2023	Accounts Payable	NATIONWIDE TRUST F58	\$2950.66
NBAZ - Warrant Clearing Account	Check	1118282	08/29/2023	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	\$15278.91
NBAZ - Warrant Clearing Account	Check	1118283	08/29/2023	Accounts Payable	PUBLIC SAFETY SHERIFF RET	\$11975.70
NBAZ - Warrant Clearing Account	Check	1118284	08/30/2023	Accounts Payable	BLUE RIBBON AWARDS	\$6483.42
NBAZ - Warrant Clearing Account	Check	1118285	08/30/2023	Accounts Payable	KGAK RADIO	\$1847.20
NBAZ - Warrant Clearing Account	Check	1118286	08/30/2023	Accounts Payable	KTNN RADIO STATION	\$1696.00
NBAZ - Warrant Clearing Account	Check	1118287	08/30/2023	Accounts Payable	STATE OF COLORADO JUDICIAL DEPARTMENT	\$132.00
NBAZ - Warrant Clearing Account	Check	1118288	08/31/2023	Accounts Payable	JESUS N CASTILLO	\$196.00
NBAZ - Warrant Clearing Account	Check	1118289	08/31/2023	Accounts Payable	MICKY S MARTIN	\$196.00
NBAZ - Warrant Clearing Account	Check	1118290	08/31/2023	Accounts Payable	SETH V MEIER	\$196.00
NBAZ - Warrant Clearing Account	Check	1118291	08/31/2023	Accounts Payable	JESSE THOMAS	\$196.00
NBAZ - Warrant Clearing Account	Check	1118292	08/31/2023	Accounts Payable	CODY MERRILL WAITE	\$196.00
NBAZ - Warrant Clearing Account	Check	1118293	09/05/2023	Accounts Payable	ALTON JOE SHEPHERD	\$132.31
NBAZ - Warrant Clearing Account	Check	1118294	09/06/2023	Accounts Payable	24 HOUR GAS-N-GO	\$30.75
NBAZ - Warrant Clearing Account	Check	1118295	09/06/2023	Accounts Payable	ADVANCED CORRECTIONAL HEALTHCARE INC	\$39086.01
NBAZ - Warrant Clearing Account	Check	1118296	09/06/2023	Accounts Payable	ALLEGRA	\$9307.23
NBAZ - Warrant Clearing Account	Check	1118297	09/06/2023	Accounts Payable	ALSCO INC	\$948.63
NBAZ - Warrant Clearing Account	Check	1118298	09/06/2023	Accounts Payable	AMAZON CAPITAL SERVICES INC	\$10652.74
NBAZ - Warrant Clearing Account	Check	1118299	09/06/2023	Accounts Payable	AMIGO CHEVROLET	\$3145.01
NBAZ - Warrant Clearing Account	Check	1118300	09/06/2023	Accounts Payable	AMIGO CHRYSLER DODGE JEEP RAM	\$1381.43
NBAZ - Warrant Clearing Account	Check	1118301	09/06/2023	Accounts Payable	APACHE COUNTY	\$65.10
NBAZ - Warrant Clearing Account	Check	1118302	09/06/2023	Accounts Payable	APACHE COUNTY FAIR	\$25000.00
NBAZ - Warrant Clearing Account	Check	1118303	09/06/2023	Accounts Payable	ASHTONS REPAIR INC	\$1140.39
NBAZ - Warrant Clearing Account	Check	1118304	09/06/2023	Accounts Payable	AZ DEPT OF RISK MANAGEMENT	\$1202.55
NBAZ - Warrant Clearing Account	Check	1118305	09/06/2023	Accounts Payable	AZ LIBRARY ASSOCIATION	\$250.00
NBAZ - Warrant Clearing Account	Check	1118306	09/06/2023	Accounts Payable	AZ SUPREME COURT	\$3173.47
NBAZ - Warrant Clearing Account	Check	1118307	09/06/2023	Accounts Payable	AZ SUPREME COURT	\$2483.58
NBAZ - Warrant Clearing Account	Check	1118308	09/06/2023	Accounts Payable	AZ SUPREME COURT	\$7500.00
NBAZ - Warrant Clearing Account	Check	1118309	09/06/2023	Accounts Payable	B&R TRUCKING	\$10480.69
NBAZ - Warrant Clearing Account	Check	1118310	09/06/2023	Accounts Payable	BASHAS' CORPORATE OFFICE	\$477.34
NBAZ - Warrant Clearing Account	Check	1118311	09/06/2023	Accounts Payable	BAUMAN HOME AND AUTO INC (CARQUEST)	\$1312.24
NBAZ - Warrant Clearing Account	Check	1118312	09/06/2023	Accounts Payable	BOB INVESTMENTS	\$251.96
NBAZ - Warrant Clearing Account	Check	1118313	09/06/2023	Accounts Payable	BARBARA A BEADLE	\$81.22
NBAZ - Warrant Clearing Account	Check	1118314	09/06/2023	Accounts Payable	MARLEITA BEGAY	\$539.88
NBAZ - Warrant Clearing Account	Check	1118315	09/06/2023	Accounts Payable	SARAH MAE BEGAY	\$115.00
NBAZ - Warrant Clearing Account	Check	1118316	09/06/2023	Accounts Payable	TYLER BIA	\$133.00
NBAZ - Warrant Clearing Account	Check	1118317	09/06/2023	Accounts Payable	BIG SKY COMMUNICATIONS INC	\$270.00
NBAZ - Warrant Clearing Account	Check	1118318	09/06/2023	Accounts Payable	BLUE HILLS ENVIRONMENTAL	\$153.13
NBAZ - Warrant Clearing Account	Check	1118319	09/06/2023	Accounts Payable	BOB BARKER COMPANY INC	\$3385.00
NBAZ - Warrant Clearing Account	Check	1118320	09/06/2023	Accounts Payable	SHANE LEO BODIE	\$98.00
NBAZ - Warrant Clearing Account	Check	1118321	09/06/2023	Accounts Payable	BURNHAM MORTUARY	\$355.50
NBAZ - Warrant Clearing Account	Check	1118322	09/06/2023	Accounts Payable	BURNHAM MORTUARY	\$414.41
NBAZ - Warrant Clearing Account	Check	1118323	09/06/2023	Accounts Payable	BUTLER'S OFFICE EQUIPMENT & SUPPLY INC	\$38.40
NBAZ - Warrant Clearing Account	Check	1118324	09/06/2023	Accounts Payable	C&J SHOW HARDWARE & SECURITY SYSTEMS INC	\$48.06
NBAZ - Warrant Clearing Account	Check	1118325	09/06/2023	Accounts Payable	MAYRA E CASTILLO	\$309.16
NBAZ - Warrant Clearing Account	Check	1118326	09/06/2023	Accounts Payable	CDW GOVERNMENT LLC	\$4052.39
NBAZ - Warrant Clearing Account	Check	1118327	09/06/2023	Accounts Payable	CENTRAL ARIZONA SUPPLY	\$475.89
NBAZ - Warrant Clearing Account	Check	1118328	09/06/2023	Accounts Payable	CENTRAL RESTAURANT PRODUCTS	\$1411.75
NBAZ - Warrant Clearing Account	Check	1118329	09/06/2023	Accounts Payable	CHARM-TEX	\$709.68
NBAZ - Warrant Clearing Account	Check	1118330	09/06/2023	Accounts Payable	KIMBERLY LOUISE COLE	\$338.85
NBAZ - Warrant Clearing Account	Check	1118331	09/06/2023	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	\$818.86
NBAZ - Warrant Clearing Account	Check	1118332	09/06/2023	Accounts Payable	CONTINUANT INC	\$2770.26
NBAZ - Warrant Clearing Account	Check	1118333	09/06/2023	Accounts Payable	CONTRACT PHARMACY SERVICES INC	\$3923.73
NBAZ - Warrant Clearing Account	Check	1118334	09/06/2023	Accounts Payable	COPPER STATE BOLT & NUT CO	\$511.33
NBAZ - Warrant Clearing Account	Check	1118335	09/06/2023	Accounts Payable	COUNTY SUPERVISORS ASSOCIATION OF ARIZONA	\$250.00
NBAZ - Warrant Clearing Account	Check	1118336	09/06/2023	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	\$294.10
NBAZ - Warrant Clearing Account	Check	1118337	09/06/2023	Accounts Payable	CREATIVE MULTIMEDIA INC (CMI)	\$10983.75
NBAZ - Warrant Clearing Account	Check	1118338	09/06/2023	Accounts Payable	CREATIVE MULTIMEDIA INC (CMI)	\$1993.75
NBAZ - Warrant Clearing Account	Check	1118339	09/06/2023	Accounts Payable	NICOLE CURLEY	\$133.00
NBAZ - Warrant Clearing Account	Check	1118340	09/06/2023	Accounts Payable	ROGER STUART CURTIS	\$579.08
NBAZ - Warrant Clearing Account	Check	1118341	09/06/2023	Accounts Payable	DAY CUSTOMS AUTOMOTIVE	\$467.77
NBAZ - Warrant Clearing Account	Check	1118342	09/06/2023	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	\$122.31
NBAZ - Warrant Clearing Account	Check	1118343	09/06/2023	Accounts Payable	JOSEPH DEDMAN JR	\$33.28
NBAZ - Warrant Clearing Account	Check	1118344	09/06/2023	Accounts Payable	DELL COMPUTER CORPORATION	\$2218.19
NBAZ - Warrant Clearing Account	Check	1118345	09/06/2023	Accounts Payable	DESERT MOUNTAIN CORPORATION	\$29847.59

NBAZ - Warrant Clearing Account	Check	1118346	09/06/2023	Accounts Payable	DIAMONDBACK POLICE SUPPLY CO INC	\$25.00
NBAZ - Warrant Clearing Account	Check	1118347	09/06/2023	Accounts Payable	DIRECTV LLC	\$97.98
NBAZ - Warrant Clearing Account	Check	1118348	09/06/2023	Accounts Payable	EKOS	\$2306.20
NBAZ - Warrant Clearing Account	Check	1118349	09/06/2023	Accounts Payable	EL CUPIDOS EXPRESS	\$359.55
NBAZ - Warrant Clearing Account	Check	1118350	09/06/2023	Accounts Payable	EMPIRE MACHINERY	\$7442.51
NBAZ - Warrant Clearing Account	Check	1118351	09/06/2023	Accounts Payable	FRONTIER	\$425.42
NBAZ - Warrant Clearing Account	Check	1118352	09/06/2023	Accounts Payable	FRONTIER	\$200.28
NBAZ - Warrant Clearing Account	Check	1118353	09/06/2023	Accounts Payable	FRONTIER	\$123.99
NBAZ - Warrant Clearing Account	Check	1118354	09/06/2023	Accounts Payable	FRONTIER	\$119.74
NBAZ - Warrant Clearing Account	Check	1118355	09/06/2023	Accounts Payable	FRONTIER	\$104.52
NBAZ - Warrant Clearing Account	Check	1118356	09/06/2023	Accounts Payable	FUTURE TIRE	\$8105.58
NBAZ - Warrant Clearing Account	Check	1118357	09/06/2023	Accounts Payable	GALL'S INC	\$496.08
NBAZ - Warrant Clearing Account	Check	1118358	09/06/2023	Accounts Payable	GALLUP INDEPENDENT	\$918.51
NBAZ - Warrant Clearing Account	Check	1118359	09/06/2023	Accounts Payable	RUBEN C GARCIA JR.	\$300.00
NBAZ - Warrant Clearing Account	Check	1118360	09/06/2023	Accounts Payable	GLAXO SMITHKLINE PHARMACY	\$4938.16
NBAZ - Warrant Clearing Account	Check	1118361	09/06/2023	Accounts Payable	GO TO GLASS LLC	\$548.55
NBAZ - Warrant Clearing Account	Check	1118362	09/06/2023	Accounts Payable	GOLIGHTLY TIRE	\$5746.62
NBAZ - Warrant Clearing Account	Check	1118363	09/06/2023	Accounts Payable	DARYL GREER	\$1492.55
NBAZ - Warrant Clearing Account	Check	1118364	09/06/2023	Accounts Payable	STEPHANIE HANNAH	\$215.65
NBAZ - Warrant Clearing Account	Check	1118365	09/06/2023	Accounts Payable	HARRIS, REBEKAH	\$126.00
NBAZ - Warrant Clearing Account	Check	1118366	09/06/2023	Accounts Payable	HD SUPPLY CONSTRUCTION AND INDUSTRIAL WHITE CAP	\$1979.51
NBAZ - Warrant Clearing Account	Check	1118367	09/06/2023	Accounts Payable	VERMALE J HICKMAN	\$418.76
NBAZ - Warrant Clearing Account	Check	1118368	09/06/2023	Accounts Payable	ROBERT JAMES HIGGINS	\$1665.93
NBAZ - Warrant Clearing Account	Check	1118369	09/06/2023	Accounts Payable	HILL AZ GROCERY STORE/ ST JOHNS MARKET	\$108.17
NBAZ - Warrant Clearing Account	Check	1118370	09/06/2023	Accounts Payable	HILLYARD/FLAGSTAFF	\$1794.91
NBAZ - Warrant Clearing Account	Check	1118371	09/06/2023	Accounts Payable	HOME DEPOT	\$1821.35
NBAZ - Warrant Clearing Account	Check	1118372	09/06/2023	Accounts Payable	INGRAM LIBRARY SERVICES	\$4814.83
NBAZ - Warrant Clearing Account	Check	1118373	09/06/2023	Accounts Payable	MARCO T JAMES	\$209.83
NBAZ - Warrant Clearing Account	Check	1118374	09/06/2023	Accounts Payable	LAW ENFORCEMENT RISK MANAGEMENT GROUP, INC	\$590.00
NBAZ - Warrant Clearing Account	Check	1118375	09/06/2023	Accounts Payable	LIVCO WATER & SEWER COMPANY	\$44.23
NBAZ - Warrant Clearing Account	Check	1118376	09/06/2023	Accounts Payable	LOWES #24	\$306.28
NBAZ - Warrant Clearing Account	Check	1118377	09/06/2023	Accounts Payable	MARLIN LEASING CORPORATION	\$478.56
NBAZ - Warrant Clearing Account	Check	1118378	09/06/2023	Accounts Payable	STEPHANIE MCCARTHY	\$158.24
NBAZ - Warrant Clearing Account	Check	1118379	09/06/2023	Accounts Payable	MCKESSON MEDICAL SURGICAL	\$134.92
NBAZ - Warrant Clearing Account	Check	1118380	09/06/2023	Accounts Payable	ERIC MCNEIL	\$600.00
NBAZ - Warrant Clearing Account	Check	1118381	09/06/2023	Accounts Payable	MELISSA MEEKS	\$499.51
NBAZ - Warrant Clearing Account	Check	1118382	09/06/2023	Accounts Payable	MISSION UNIFORM & LINEN	\$130.84
NBAZ - Warrant Clearing Account	Check	1118383	09/06/2023	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	\$2627.65
NBAZ - Warrant Clearing Account	Check	1118384	09/06/2023	Accounts Payable	NAPA	\$525.39
NBAZ - Warrant Clearing Account	Check	1118385	09/06/2023	Accounts Payable	NAVAJO COUNTY SCHOOL SUPERINTENDENT OFFICE	\$250.00
NBAZ - Warrant Clearing Account	Check	1118386	09/06/2023	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	\$1978.60
NBAZ - Warrant Clearing Account	Check	1118387	09/06/2023	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	\$1246.39
NBAZ - Warrant Clearing Account	Check	1118388	09/06/2023	Accounts Payable	NAVAJO WESTERNERS	\$210.70
NBAZ - Warrant Clearing Account	Check	1118389	09/06/2023	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	\$211.96
NBAZ - Warrant Clearing Account	Check	1118390	09/06/2023	Accounts Payable	ANTONY C NOTAH	\$86.00
NBAZ - Warrant Clearing Account	Check	1118391	09/06/2023	Accounts Payable	O'REILLY AUTO PARTS	\$1924.94
NBAZ - Warrant Clearing Account	Check	1118392	09/06/2023	Accounts Payable	OFFICE DEPOT	\$88.46
NBAZ - Warrant Clearing Account	Check	1118393	09/06/2023	Accounts Payable	OVERDRIVE INC	\$662.88
NBAZ - Warrant Clearing Account	Check	1118394	09/06/2023	Accounts Payable	TOBIE KUIESSEN OVERSON	\$61.75
NBAZ - Warrant Clearing Account	Check	1118395	09/06/2023	Accounts Payable	OWENS PRODUCTS INC	\$1954.00
NBAZ - Warrant Clearing Account	Check	1118396	09/06/2023	Accounts Payable	DOUGLAS LANCE PEARCE	\$1016.64
NBAZ - Warrant Clearing Account	Check	1118397	09/06/2023	Accounts Payable	KIMBERLY K PENROD	\$215.65
NBAZ - Warrant Clearing Account	Check	1118398	09/06/2023	Accounts Payable	PERFECT PRINTZ LLC	\$73.27
NBAZ - Warrant Clearing Account	Check	1118399	09/06/2023	Accounts Payable	PREMIUM PROPANE LLC	\$120.00
NBAZ - Warrant Clearing Account	Check	1118400	09/06/2023	Accounts Payable	QUALITY CARQUEST	\$2126.98
NBAZ - Warrant Clearing Account	Check	1118401	09/06/2023	Accounts Payable	QUILL CORP	\$2645.37
NBAZ - Warrant Clearing Account	Check	1118402	09/06/2023	Accounts Payable	RAY ALLEN MANUFACTURING LLC	\$323.37
NBAZ - Warrant Clearing Account	Check	1118403	09/06/2023	Accounts Payable	REAL TIME SOLUTIONS	\$2789.63
NBAZ - Warrant Clearing Account	Check	1118404	09/06/2023	Accounts Payable	RHINEHART OIL CO	\$22453.48
NBAZ - Warrant Clearing Account	Check	1118405	09/06/2023	Accounts Payable	JODI H ROTHLSBERGER	\$810.00
NBAZ - Warrant Clearing Account	Check	1118406	09/06/2023	Accounts Payable	RUSH TRUCK CENTER	\$37882.59
NBAZ - Warrant Clearing Account	Check	1118407	09/06/2023	Accounts Payable	SALT RIVER PROJECT - SRP - MARS	\$1091.00
NBAZ - Warrant Clearing Account	Check	1118408	09/06/2023	Accounts Payable	SANOFI PASTEUR INC	\$2933.55
NBAZ - Warrant Clearing Account	Check	1118409	09/06/2023	Accounts Payable	SECURUS TECHNOLOGIES INC	\$1656.37
NBAZ - Warrant Clearing Account	Check	1118410	09/06/2023	Accounts Payable	RANDY SHERLOCK	\$110.00
NBAZ - Warrant Clearing Account	Check	1118411	09/06/2023	Accounts Payable	JOE SHIRLEY JR	\$60.53
NBAZ - Warrant Clearing Account	Check	1118412	09/06/2023	Accounts Payable	SIERRA PROPANE	\$39.79
NBAZ - Warrant Clearing Account	Check	1118413	09/06/2023	Accounts Payable	SMITH BAGLEY INC DBA CELLULAR ONE NE AZ	\$292.87
NBAZ - Warrant Clearing Account	Check	1118414	09/06/2023	Accounts Payable	DANIEL SOTO	\$126.00

NBAZ - Warrant Clearing Account	Check	1118415	09/06/2023	Accounts Payable	SOUTHERN TIRE MART LLC	\$10475.50
NBAZ - Warrant Clearing Account	Check	1118416	09/06/2023	Accounts Payable	SPRINGVILLE AUTO WRECKERS	\$260.00
NBAZ - Warrant Clearing Account	Check	1118417	09/06/2023	Accounts Payable	ST JOHNS CITY	\$393.48
NBAZ - Warrant Clearing Account	Check	1118418	09/06/2023	Accounts Payable	STATE OF COLORADO JUDICIAL DEPARTMENT	\$360.08
NBAZ - Warrant Clearing Account	Check	1118419	09/06/2023	Accounts Payable	BRIAN STEPHENSON	\$9549.00
NBAZ - Warrant Clearing Account	Check	1118420	09/06/2023	Accounts Payable	SUN GLASS LLC	\$402.46
NBAZ - Warrant Clearing Account	Check	1118421	09/06/2023	Accounts Payable	SUN RIDGE SYSTEMS, INC	\$2030.00
NBAZ - Warrant Clearing Account	Check	1118422	09/06/2023	Accounts Payable	SUTTON WEED & PEST CONTROL	\$400.00
NBAZ - Warrant Clearing Account	Check	1118423	09/06/2023	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	\$738.36
NBAZ - Warrant Clearing Account	Check	1118424	09/06/2023	Accounts Payable	THE AARONS COMPANY LLC	\$3000.00
NBAZ - Warrant Clearing Account	Check	1118425	09/06/2023	Accounts Payable	THE POUR STATION	\$216.85
NBAZ - Warrant Clearing Account	Check	1118426	09/06/2023	Accounts Payable	JARROD ARVISO TOADECHEENIE	\$184.00
NBAZ - Warrant Clearing Account	Check	1118427	09/06/2023	Accounts Payable	TREAD MASTERS TIRE & LUBE	\$78.77
NBAZ - Warrant Clearing Account	Check	1118428	09/06/2023	Accounts Payable	TRINITY SERVICES GROUP INC	\$19733.28
NBAZ - Warrant Clearing Account	Check	1118429	09/06/2023	Accounts Payable	VALLEY AUTO PARTS	\$731.23
NBAZ - Warrant Clearing Account	Check	1118430	09/06/2023	Accounts Payable	VERIZON WIRELESS	\$240.42
NBAZ - Warrant Clearing Account	Check	1118431	09/06/2023	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	\$45.49
NBAZ - Warrant Clearing Account	Check	1118432	09/06/2023	Accounts Payable	WAGNER EQUIPMENT CO	\$980.71
NBAZ - Warrant Clearing Account	Check	1118433	09/06/2023	Accounts Payable	ALICE JO WEBB	\$37.61
NBAZ - Warrant Clearing Account	Check	1118434	09/06/2023	Accounts Payable	WESTERN DRUG COMPANY	\$381.82
NBAZ - Warrant Clearing Account	Check	1118435	09/06/2023	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	\$61.34
NBAZ - Warrant Clearing Account	Check	1118436	09/06/2023	Accounts Payable	WHITE MOUNTAIN STEEL LLC	\$2103.54
NBAZ - Warrant Clearing Account	Check	1118437	09/06/2023	Accounts Payable	GARRET LEE WHITING	\$333.50
NBAZ - Warrant Clearing Account	Check	1118438	09/06/2023	Accounts Payable	MICHAEL B WHITING	\$91.38
NBAZ - Warrant Clearing Account	Check	1118439	09/06/2023	Accounts Payable	WILLIAM WADE WILTBANK	\$94.00
NBAZ - Warrant Clearing Account	Check	1118440	09/06/2023	Accounts Payable	SARAH WINNEGAR	\$15.76
NBAZ - Warrant Clearing Account	Check	1118441	09/06/2023	Accounts Payable	ANTONIA WOOD	\$276.38
NBAZ - Warrant Clearing Account	Check	1118442	09/06/2023	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	\$879.49
NBAZ - Warrant Clearing Account	Check	1118443	09/06/2023	Accounts Payable	WRIGHT EXPRESS FSC WEX	\$4508.62
NBAZ - Warrant Clearing Account	Check	1118444	09/06/2023	Accounts Payable	LEILANI MICHELLE YAZZIE	\$32.76
NBAZ - Warrant Clearing Account	Check	1118445	09/06/2023	Accounts Payable	YAZZIE'S AUTO PARTS INC	\$5064.19
NBAZ - Warrant Clearing Account	Check	1118446	09/06/2023	Accounts Payable	JAY YELLOWHORSE	\$1602.60
NBAZ - Warrant Clearing Account	Check	1118447	09/06/2023	Accounts Payable	IVAN D ZHELEV	\$79.00
NBAZ - Warrant Clearing Account	Check	1118448	09/06/2023	Accounts Payable	ZOOM VIDEO COMMUNICATIONS INC	\$459.82
NBAZ - Warrant Clearing Account	Check	1118449	09/06/2023	Accounts Payable	JONATHAN DAVID BOURASSA	\$175.00
NBAZ - Warrant Clearing Account	Check	1118450	09/06/2023	Accounts Payable	ALTON JOE SHEPHERD	\$191.26
NBAZ - Warrant Clearing Account	Check	1118451	09/06/2023	Accounts Payable	HON-DAH RESORT & CASINO	\$4801.80
NBAZ - Warrant Clearing Account	Check	1118452	09/06/2023	Accounts Payable	RYAN N PATTERSON	\$255.46
NBAZ - Warrant Clearing Account	Check	1118453	09/06/2023	Accounts Payable	STATE OF OREGON	\$32.75
NBAZ - Warrant Clearing Account	Check	1118454	09/07/2023	Accounts Payable	NATIONAL BANK	\$20154.65
NBAZ - Warrant Clearing Account	Check	1118455	09/07/2023	Accounts Payable	NATIONAL BANK OF ARIZONA 3040	\$3307.74
NBAZ - Warrant Clearing Account	Check	1118456	09/07/2023	Accounts Payable	APACHE COUNTY	\$100.00
NBAZ - Warrant Clearing Account	Check	1118483	09/12/2023	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE (AFLAC)	\$220.46
NBAZ - Warrant Clearing Account	Check	1118484	09/12/2023	Accounts Payable	APACHE COUNTY FSA	\$775.95
NBAZ - Warrant Clearing Account	Check	1118485	09/12/2023	Accounts Payable	APACHE COUNTY HSA	\$5356.05
NBAZ - Warrant Clearing Account	Check	1118486	09/12/2023	Accounts Payable	APACHE COUNTY MEDICAL	\$195491.27
NBAZ - Warrant Clearing Account	Check	1118487	09/12/2023	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	\$183811.31
NBAZ - Warrant Clearing Account	Check	1118488	09/12/2023	Accounts Payable	ASRS LEGACY EORP	\$11107.52
NBAZ - Warrant Clearing Account	Check	1118489	09/12/2023	Accounts Payable	AZ STATE RETIREMENT SYSTEM	\$140556.35
NBAZ - Warrant Clearing Account	Check	1118490	09/12/2023	Accounts Payable	CINCINNATI LIFE INS CO	\$10.00
NBAZ - Warrant Clearing Account	Check	1118491	09/12/2023	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	\$989.86
NBAZ - Warrant Clearing Account	Check	1118492	09/12/2023	Accounts Payable	CORP AOC DISABILITY	\$64.56
NBAZ - Warrant Clearing Account	Check	1118493	09/12/2023	Accounts Payable	CORP DISABILITY	\$163.08
NBAZ - Warrant Clearing Account	Check	1118494	09/12/2023	Accounts Payable	CORRECTIONS OFFICER RET PLAN	\$15094.96
NBAZ - Warrant Clearing Account	Check	1118495	09/12/2023	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	\$1259.86
NBAZ - Warrant Clearing Account	Check	1118496	09/12/2023	Accounts Payable	EODCRS DISABILITY	\$12.94
NBAZ - Warrant Clearing Account	Check	1118497	09/12/2023	Accounts Payable	EORP LEGACY	\$3039.91
NBAZ - Warrant Clearing Account	Check	1118498	09/12/2023	Accounts Payable	INDIANA STATE CENTRAL COLLECTION UNIT (INSCCU)	\$173.34
NBAZ - Warrant Clearing Account	Check	1118499	09/12/2023	Accounts Payable	NATIONWIDE	\$4363.09
NBAZ - Warrant Clearing Account	Check	1118500	09/12/2023	Accounts Payable	NATIONWIDE RETIREMENT SOLEODCRS	\$603.59
NBAZ - Warrant Clearing Account	Check	1118501	09/12/2023	Accounts Payable	NATIONWIDE TRUST FSB	\$25453.80
NBAZ - Warrant Clearing Account	Check	1118502	09/12/2023	Accounts Payable	NEW MEXICO HUMAN SERVICES DEPT	\$162.00
NBAZ - Warrant Clearing Account	Check	1118503	09/12/2023	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	\$15278.91
NBAZ - Warrant Clearing Account	Check	1118504	09/12/2023	Accounts Payable	PUBLIC SAFETY SHERIFF RET	\$13009.43
NBAZ - Warrant Clearing Account	Check	1118505	09/12/2023	Accounts Payable	RIO PUERCO ACRES	\$510.00
NBAZ - Warrant Clearing Account	Check	1118506	09/12/2023	Accounts Payable	SECURITY BENEFIT GROUP	\$340.00
NBAZ - Warrant Clearing Account	Check	1118507	09/12/2023	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$1057.50
NBAZ - Warrant Clearing Account	Check	1118508	09/13/2023	Accounts Payable	AIRGAS USA LLC	\$179.17
NBAZ - Warrant Clearing Account	Check	1118509	09/13/2023	Accounts Payable	ALLEGRA	\$614.22

NBAZ - Warrant Clearing Account	Check	1118510	09/13/2023	Accounts Payable	ALPINE WATER AND SANITARY	\$88.05
NBAZ - Warrant Clearing Account	Check	1118511	09/13/2023	Accounts Payable	ALSCO INC	\$719.42
NBAZ - Warrant Clearing Account	Check	1118512	09/13/2023	Accounts Payable	AMAZON CAPITAL SERVICES INC	\$6946.23
NBAZ - Warrant Clearing Account	Check	1118513	09/13/2023	Accounts Payable	APACHE COUNTY	\$551.29
NBAZ - Warrant Clearing Account	Check	1118514	09/13/2023	Accounts Payable	LUCINDA L LATTAKAI	\$251.15
NBAZ - Warrant Clearing Account	Check	1118515	09/13/2023	Accounts Payable	AXON ENTERPRISE INC	\$18942.50
NBAZ - Warrant Clearing Account	Check	1118516	09/13/2023	Accounts Payable	AZ COUNTIES INSURANCE POOL	\$1403.18
NBAZ - Warrant Clearing Account	Check	1118517	09/13/2023	Accounts Payable	AZ SECRETARY OF STATE	\$25.00
NBAZ - Warrant Clearing Account	Check	1118518	09/13/2023	Accounts Payable	AZ SUPREME COURT	\$1241.79
NBAZ - Warrant Clearing Account	Check	1118519	09/13/2023	Accounts Payable	B&R TRUCKING	\$7688.01
NBAZ - Warrant Clearing Account	Check	1118520	09/13/2023	Accounts Payable	BACKWOODS TEES	\$91.64
NBAZ - Warrant Clearing Account	Check	1118521	09/13/2023	Accounts Payable	BASHAS' CORPORATE OFFICE	\$93.95
NBAZ - Warrant Clearing Account	Check	1118522	09/13/2023	Accounts Payable	BASIN BROADCASTING COMPANY INC - KNDN RADIO	\$825.00
NBAZ - Warrant Clearing Account	Check	1118523	09/13/2023	Accounts Payable	BAUMAN HOME AND AUTO INC (CARQUEST)	\$3229.65
NBAZ - Warrant Clearing Account	Check	1118524	09/13/2023	Accounts Payable	SARAH MAE BEGAY	\$175.00
NBAZ - Warrant Clearing Account	Check	1118525	09/13/2023	Accounts Payable	BIG STATE INDUSTRIAL SUPPLY INC	\$599.62
NBAZ - Warrant Clearing Account	Check	1118526	09/13/2023	Accounts Payable	BLUE HILLS ENVIRONMENTAL	\$934.42
NBAZ - Warrant Clearing Account	Check	1118527	09/13/2023	Accounts Payable	BRAD HALL & ASSOCIATES INC	\$30993.78
NBAZ - Warrant Clearing Account	Check	1118528	09/13/2023	Accounts Payable	NATASHA BRADBURN	\$4.10
NBAZ - Warrant Clearing Account	Check	1118529	09/13/2023	Accounts Payable	WICHITAW R BUSBY	\$41.92
NBAZ - Warrant Clearing Account	Check	1118530	09/13/2023	Accounts Payable	CATERPILLAR FINANCIAL SERVICES CORPORATION	\$92124.15
NBAZ - Warrant Clearing Account	Check	1118531	09/13/2023	Accounts Payable	CENTRAL ARIZONA SUPPLY	\$66.06
NBAZ - Warrant Clearing Account	Check	1118532	09/13/2023	Accounts Payable	CHARM-TEX	\$3225.12
NBAZ - Warrant Clearing Account	Check	1118533	09/13/2023	Accounts Payable	CMI INC	\$366.14
NBAZ - Warrant Clearing Account	Check	1118534	09/13/2023	Accounts Payable	CNA SURETY	\$150.00
NBAZ - Warrant Clearing Account	Check	1118535	09/13/2023	Accounts Payable	COURTESY CHEVROLET	\$61048.80
NBAZ - Warrant Clearing Account	Check	1118536	09/13/2023	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	\$92.09
NBAZ - Warrant Clearing Account	Check	1118537	09/13/2023	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	\$410.89
NBAZ - Warrant Clearing Account	Check	1118538	09/13/2023	Accounts Payable	ANDREA HEIDI CRESSWELL	\$43.00
NBAZ - Warrant Clearing Account	Check	1118539	09/13/2023	Accounts Payable	JOSEPH DEDMAN JR	\$7.00
NBAZ - Warrant Clearing Account	Check	1118540	09/13/2023	Accounts Payable	CECILIA DIAZ	\$109.36
NBAZ - Warrant Clearing Account	Check	1118541	09/13/2023	Accounts Payable	DITTY'S PIZZA AND PIE	\$146.21
NBAZ - Warrant Clearing Account	Check	1118542	09/13/2023	Accounts Payable	CAREY D DORSON	\$54.82
NBAZ - Warrant Clearing Account	Check	1118543	09/13/2023	Accounts Payable	DS INDUSTRIAL	\$40.69
NBAZ - Warrant Clearing Account	Check	1118544	09/13/2023	Accounts Payable	EKOS	\$4200.00
NBAZ - Warrant Clearing Account	Check	1118545	09/13/2023	Accounts Payable	EMPIRE MACHINERY	\$258.38
NBAZ - Warrant Clearing Account	Check	1118546	09/13/2023	Accounts Payable	MATTHEW G FISH	\$360.39
NBAZ - Warrant Clearing Account	Check	1118547	09/13/2023	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	\$71.32
NBAZ - Warrant Clearing Account	Check	1118548	09/13/2023	Accounts Payable	FRONTIER	\$521.48
NBAZ - Warrant Clearing Account	Check	1118549	09/13/2023	Accounts Payable	FUTURE TIRE	\$11077.95
NBAZ - Warrant Clearing Account	Check	1118550	09/13/2023	Accounts Payable	GALL'S INC	\$1032.41
NBAZ - Warrant Clearing Account	Check	1118551	09/13/2023	Accounts Payable	GILA BROADBAND	\$740.00
NBAZ - Warrant Clearing Account	Check	1118552	09/13/2023	Accounts Payable	JESSICA ANN HAMBUN	\$33.31
NBAZ - Warrant Clearing Account	Check	1118553	09/13/2023	Accounts Payable	HATCH CONSTRUCTION	\$799.26
NBAZ - Warrant Clearing Account	Check	1118554	09/13/2023	Accounts Payable	KUNT HEAP	\$20.56
NBAZ - Warrant Clearing Account	Check	1118555	09/13/2023	Accounts Payable	HIGH COUNTRY PROPANE	\$881.15
NBAZ - Warrant Clearing Account	Check	1118556	09/13/2023	Accounts Payable	HIGH COUNTRY SIGNS LLC	\$560.00
NBAZ - Warrant Clearing Account	Check	1118557	09/13/2023	Accounts Payable	HILL AZ GROCERY STORE/ ST JOHNS MARKET	\$218.93
NBAZ - Warrant Clearing Account	Check	1118558	09/13/2023	Accounts Payable	HILL AZ GROCERY STORE/ ST JOHNS MARKET	\$534.51
NBAZ - Warrant Clearing Account	Check	1118559	09/13/2023	Accounts Payable	HILLYARD/FLAGSTAFF	\$853.43
NBAZ - Warrant Clearing Account	Check	1118560	09/13/2023	Accounts Payable	HOME DEPOT	\$856.17
NBAZ - Warrant Clearing Account	Check	1118561	09/13/2023	Accounts Payable	HOMETOWN AUTO DETAILING	\$90.00
NBAZ - Warrant Clearing Account	Check	1118562	09/13/2023	Accounts Payable	INGRAM LIBRARY SERVICES	\$177.94
NBAZ - Warrant Clearing Account	Check	1118563	09/13/2023	Accounts Payable	INTERNATIONAL CODE COUNCIL (ICC)	\$470.00
NBAZ - Warrant Clearing Account	Check	1118564	09/13/2023	Accounts Payable	ESTHER KIRK	\$187.10
NBAZ - Warrant Clearing Account	Check	1118565	09/13/2023	Accounts Payable	SUSAN KOCH	\$29.30
NBAZ - Warrant Clearing Account	Check	1118566	09/13/2023	Accounts Payable	KONICA MINOLTA	\$49.24
NBAZ - Warrant Clearing Account	Check	1118567	09/13/2023	Accounts Payable	LANGUAGE LINE SERVICES INC	\$327.74
NBAZ - Warrant Clearing Account	Check	1118568	09/13/2023	Accounts Payable	LAW OFFICE OF MICHAEL S PENROD PLC	\$5512.00
NBAZ - Warrant Clearing Account	Check	1118569	09/13/2023	Accounts Payable	LINDE GAS & EQUIPMENT INC (FORMERLY PRAXAIR)	\$115.82
NBAZ - Warrant Clearing Account	Check	1118570	09/13/2023	Accounts Payable	LOWES HOME CENTERS INC	\$29.82
NBAZ - Warrant Clearing Account	Check	1118571	09/13/2023	Accounts Payable	LSQ GROUP HOLDINGS LLC	\$8118.67
NBAZ - Warrant Clearing Account	Check	1118572	09/13/2023	Accounts Payable	DEENA CHRISTINE MATTICE	\$4.35
NBAZ - Warrant Clearing Account	Check	1118573	09/13/2023	Accounts Payable	KYLE DOUGLAS MAYER	\$240.63
NBAZ - Warrant Clearing Account	Check	1118574	09/13/2023	Accounts Payable	ERIC MCNEIL	\$225.00
NBAZ - Warrant Clearing Account	Check	1118575	09/13/2023	Accounts Payable	NAPA	\$1689.71
NBAZ - Warrant Clearing Account	Check	1118576	09/13/2023	Accounts Payable	NAVAJO SANITATION INC	\$609.50
NBAZ - Warrant Clearing Account	Check	1118577	09/13/2023	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	\$176.67
NBAZ - Warrant Clearing Account	Check	1118578	09/13/2023	Accounts Payable	NAVAJO WESTERNERS	\$31.57

NBAZ - Warrant Clearing Account	Check	1118579	09/13/2023	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	\$12251.32
NBAZ - Warrant Clearing Account	Check	1118580	09/13/2023	Accounts Payable	LARRY NOBLE	\$306.34
NBAZ - Warrant Clearing Account	Check	1118581	09/13/2023	Accounts Payable	ANTONY C NOTAH	\$79.00
NBAZ - Warrant Clearing Account	Check	1118582	09/13/2023	Accounts Payable	O'REILLY AUTO PARTS	\$42.28
NBAZ - Warrant Clearing Account	Check	1118583	09/13/2023	Accounts Payable	MONICA G CRONA	\$555.70
NBAZ - Warrant Clearing Account	Check	1118584	09/13/2023	Accounts Payable	OVERDRIVE INC	\$1019.81
NBAZ - Warrant Clearing Account	Check	1118585	09/13/2023	Accounts Payable	PACIFIC PONDEROSA CO INC	\$1177.46
NBAZ - Warrant Clearing Account	Check	1118586	09/13/2023	Accounts Payable	PAVEMENT SEALANTS & SUPPLY INC	\$4162.62
NBAZ - Warrant Clearing Account	Check	1118587	09/13/2023	Accounts Payable	PERFECT PRINTZ LLC	\$767.85
NBAZ - Warrant Clearing Account	Check	1118588	09/13/2023	Accounts Payable	ROBERT CRAIG POLLOCK	\$59.48
NBAZ - Warrant Clearing Account	Check	1118589	09/13/2023	Accounts Payable	QUILL CORP	\$2860.51
NBAZ - Warrant Clearing Account	Check	1118590	09/13/2023	Accounts Payable	RELIABLE BACKGROUND SCREENING	\$794.40
NBAZ - Warrant Clearing Account	Check	1118591	09/13/2023	Accounts Payable	RHINEHART OIL CO	\$2557.14
NBAZ - Warrant Clearing Account	Check	1118592	09/13/2023	Accounts Payable	RUSH TRUCK CENTER	\$1971.79
NBAZ - Warrant Clearing Account	Check	1118593	09/13/2023	Accounts Payable	SAFEWAY INC	\$235.00
NBAZ - Warrant Clearing Account	Check	1118594	09/13/2023	Accounts Payable	SECURUS TECHNOLOGIES INC	\$1794.13
NBAZ - Warrant Clearing Account	Check	1118595	09/13/2023	Accounts Payable	SEM APPLICATIONS INC	\$108.00
NBAZ - Warrant Clearing Account	Check	1118596	09/13/2023	Accounts Payable	SENTRY WELDING SUPPLY LLC	\$114.94
NBAZ - Warrant Clearing Account	Check	1118597	09/13/2023	Accounts Payable	ALTON JOE SHEPHERD	\$501.76
NBAZ - Warrant Clearing Account	Check	1118598	09/13/2023	Accounts Payable	SHOW LOW FORD INC	\$87.32
NBAZ - Warrant Clearing Account	Check	1118599	09/13/2023	Accounts Payable	JEFF SODERQUIST	\$44.00
NBAZ - Warrant Clearing Account	Check	1118600	09/13/2023	Accounts Payable	SONORA QUEST LABORATORIES	\$1160.10
NBAZ - Warrant Clearing Account	Check	1118601	09/13/2023	Accounts Payable	SPRINGVILLE AUTO WRECKERS	\$260.00
NBAZ - Warrant Clearing Account	Check	1118602	09/13/2023	Accounts Payable	ST JOHNS CITY	\$389.00
NBAZ - Warrant Clearing Account	Check	1118603	09/13/2023	Accounts Payable	THE POUR STATION	\$34.70
NBAZ - Warrant Clearing Account	Check	1118604	09/13/2023	Accounts Payable	THOMSON REUTERS WEST	\$5603.14
NBAZ - Warrant Clearing Account	Check	1118605	09/13/2023	Accounts Payable	NORMA J THORN	\$555.70
NBAZ - Warrant Clearing Account	Check	1118606	09/13/2023	Accounts Payable	TOWN OF EAGAR	\$527.16
NBAZ - Warrant Clearing Account	Check	1118607	09/13/2023	Accounts Payable	TREAD MASTERS TIRE & LUBE	\$56.35
NBAZ - Warrant Clearing Account	Check	1118608	09/13/2023	Accounts Payable	TRIPLE R FUELS	\$69.91
NBAZ - Warrant Clearing Account	Check	1118609	09/13/2023	Accounts Payable	CRAIG TSOSIE	\$683.01
NBAZ - Warrant Clearing Account	Check	1118610	09/13/2023	Accounts Payable	MARLENE A TSOSIE	\$332.40
NBAZ - Warrant Clearing Account	Check	1118611	09/13/2023	Accounts Payable	UNIFIRST CORPORATION	\$74.69
NBAZ - Warrant Clearing Account	Check	1118612	09/13/2023	Accounts Payable	US POSTMASTER	\$264.00
NBAZ - Warrant Clearing Account	Check	1118613	09/13/2023	Accounts Payable	US POSTMASTER	\$40.00
NBAZ - Warrant Clearing Account	Check	1118614	09/13/2023	Accounts Payable	VALLEY AUTO PARTS	\$23.89
NBAZ - Warrant Clearing Account	Check	1118615	09/13/2023	Accounts Payable	ALICE JO WEBB	\$39.23
NBAZ - Warrant Clearing Account	Check	1118616	09/13/2023	Accounts Payable	JOYCLYNN WHITING	\$492.79
NBAZ - Warrant Clearing Account	Check	1118617	09/13/2023	Accounts Payable	BRENDA WILSON	\$187.10
NBAZ - Warrant Clearing Account	Check	1118618	09/13/2023	Accounts Payable	SAMUEL A WOOD	\$1211.47
NBAZ - Warrant Clearing Account	Check	1118619	09/13/2023	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	\$985.37
NBAZ - Warrant Clearing Account	Check	1118620	09/13/2023	Accounts Payable	FAYE WURSTNER-REAGAN	\$1108.00
NBAZ - Warrant Clearing Account	Check	1118621	09/13/2023	Accounts Payable	YAZZIE'S AUTO PARTS INC	\$3358.67
NBAZ - Warrant Clearing Account	Check	1118622	09/19/2023	Accounts Payable	BEST WESTERN - CANYON DEHELLEY MOTEL INC	\$294.12
NBAZ - Warrant Clearing Account	Check	1118623	09/19/2023	Accounts Payable	ALTON JOE SHEPHERD	\$553.52
NBAZ - Warrant Clearing Account	Check	1118624	09/19/2023	Accounts Payable	JULIUS ELWOOD	\$133.00
NBAZ - Warrant Clearing Account	Check	1118625	09/19/2023	Accounts Payable	24 HOUR GAS-N-GO	\$4.10
NBAZ - Warrant Clearing Account	Check	1118626	09/19/2023	Accounts Payable	ALLEGRA	\$285.91
NBAZ - Warrant Clearing Account	Check	1118627	09/19/2023	Accounts Payable	ALPINE WATER AND SANITARY	\$79.52
NBAZ - Warrant Clearing Account	Check	1118628	09/19/2023	Accounts Payable	ALSCO INC	\$956.54
NBAZ - Warrant Clearing Account	Check	1118629	09/19/2023	Accounts Payable	AMAZON CAPITAL SERVICES INC	\$12474.57
NBAZ - Warrant Clearing Account	Check	1118630	09/19/2023	Accounts Payable	AMERICAN JAIL ASSOCIATION	\$60.00
NBAZ - Warrant Clearing Account	Check	1118631	09/19/2023	Accounts Payable	APACHE COUNTY	\$67.53
NBAZ - Warrant Clearing Account	Check	1118632	09/19/2023	Accounts Payable	ASHTONS REPAIR INC	\$545.16
NBAZ - Warrant Clearing Account	Check	1118633	09/19/2023	Accounts Payable	AXON ENTERPRISE INC	\$282.66
NBAZ - Warrant Clearing Account	Check	1118634	09/19/2023	Accounts Payable	AZ CHIEF PROBATION OFFICERS ASSOCIATION	\$350.00
NBAZ - Warrant Clearing Account	Check	1118635	09/19/2023	Accounts Payable	AZ DEPT OF HEALTH SERVICES	\$1325.00
NBAZ - Warrant Clearing Account	Check	1118636	09/19/2023	Accounts Payable	B&R TRUCKING	\$3450.00
NBAZ - Warrant Clearing Account	Check	1118637	09/19/2023	Accounts Payable	BACKWOODS TEES	\$1326.18
NBAZ - Warrant Clearing Account	Check	1118638	09/19/2023	Accounts Payable	BAUMAN HOME AND AUTO INC (CARQUEST)	\$1187.42
NBAZ - Warrant Clearing Account	Check	1118639	09/19/2023	Accounts Payable	BEACON FIRE AND SECURITY LLC	\$988.72
NBAZ - Warrant Clearing Account	Check	1118640	09/19/2023	Accounts Payable	SARAH MAE BEGAY	\$420.00
NBAZ - Warrant Clearing Account	Check	1118641	09/19/2023	Accounts Payable	BLUE HILLS ENVIRONMENTAL	\$410.48
NBAZ - Warrant Clearing Account	Check	1118642	09/19/2023	Accounts Payable	BRAD HALL & ASSOCIATES INC	\$31597.16
NBAZ - Warrant Clearing Account	Check	1118643	09/19/2023	Accounts Payable	BREWER LAW OFFICE PLLC	\$8500.00
NBAZ - Warrant Clearing Account	Check	1118644	09/19/2023	Accounts Payable	CASEY LANDER BROWN	\$66.00
NBAZ - Warrant Clearing Account	Check	1118645	09/19/2023	Accounts Payable	BUILDING NATIONS LLC	\$500.00
NBAZ - Warrant Clearing Account	Check	1118646	09/19/2023	Accounts Payable	BURNHAM MORTUARY	\$414.41
NBAZ - Warrant Clearing Account	Check	1118647	09/19/2023	Accounts Payable	BURNHAM MORTUARY	\$600.00

NBAZ - Warrant Clearing Account	Check	1118648	09/19/2023	Accounts Payable	CDW GOVERNMENT LLC	\$6475.47
NBAZ - Warrant Clearing Account	Check	1118649	09/19/2023	Accounts Payable	CENTER FOR DISEASE DETECTION LLC	\$260.20
NBAZ - Warrant Clearing Account	Check	1118650	09/19/2023	Accounts Payable	CENTRAL ARIZONA SUPPLY	\$433.63
NBAZ - Warrant Clearing Account	Check	1118651	09/19/2023	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	\$278.25
NBAZ - Warrant Clearing Account	Check	1118652	09/19/2023	Accounts Payable	CONTINUANT INC	\$3343.06
NBAZ - Warrant Clearing Account	Check	1118653	09/19/2023	Accounts Payable	COPPER STATE BOLT & NUT CO	\$585.56
NBAZ - Warrant Clearing Account	Check	1118654	09/19/2023	Accounts Payable	CORDANT HEALTH SOLUTIONS	\$2799.04
NBAZ - Warrant Clearing Account	Check	1118655	09/19/2023	Accounts Payable	CORRECTCARE INTEGRATED HEALTH INC	\$96.00
NBAZ - Warrant Clearing Account	Check	1118656	09/19/2023	Accounts Payable	COURTESY CHEVROLET	\$57761.62
NBAZ - Warrant Clearing Account	Check	1118657	09/19/2023	Accounts Payable	COURTYARD BY MARRIOTT WRIGLEYVILLE WEST	\$138.27
NBAZ - Warrant Clearing Account	Check	1118658	09/19/2023	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	\$480.02
NBAZ - Warrant Clearing Account	Check	1118659	09/19/2023	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	\$4561.57
NBAZ - Warrant Clearing Account	Check	1118660	09/19/2023	Accounts Payable	DAY CUSTOMS AUTOMOTIVE	\$186.15
NBAZ - Warrant Clearing Account	Check	1118661	09/19/2023	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	\$192.81
NBAZ - Warrant Clearing Account	Check	1118662	09/19/2023	Accounts Payable	DIAMOND C FEEDS	\$191.97
NBAZ - Warrant Clearing Account	Check	1118663	09/19/2023	Accounts Payable	DIAMONDBACK POLICE SUPPLY CO INC	\$1848.33
NBAZ - Warrant Clearing Account	Check	1118664	09/19/2023	Accounts Payable	DIRECTV LLC	\$87.99
NBAZ - Warrant Clearing Account	Check	1118665	09/19/2023	Accounts Payable	DISH NETWORK	\$144.26
NBAZ - Warrant Clearing Account	Check	1118666	09/19/2023	Accounts Payable	DISH NETWORK	\$212.83
NBAZ - Warrant Clearing Account	Check	1118667	09/19/2023	Accounts Payable	EMPIRE MACHINERY	\$2903.56
NBAZ - Warrant Clearing Account	Check	1118668	09/19/2023	Accounts Payable	EPIC MOTORSPORTS CORP	\$2673.49
NBAZ - Warrant Clearing Account	Check	1118669	09/19/2023	Accounts Payable	FERRELLGAS	\$1498.12
NBAZ - Warrant Clearing Account	Check	1118670	09/19/2023	Accounts Payable	FLEET PRIDE	\$1569.31
NBAZ - Warrant Clearing Account	Check	1118671	09/19/2023	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	\$73.48
NBAZ - Warrant Clearing Account	Check	1118672	09/19/2023	Accounts Payable	FRONTIER	\$223.31
NBAZ - Warrant Clearing Account	Check	1118673	09/19/2023	Accounts Payable	FRONTIER	\$213.10
NBAZ - Warrant Clearing Account	Check	1118674	09/19/2023	Accounts Payable	FRONTIER	\$146.50
NBAZ - Warrant Clearing Account	Check	1118675	09/19/2023	Accounts Payable	FRONTIER	\$99.22
NBAZ - Warrant Clearing Account	Check	1118676	09/19/2023	Accounts Payable	FRONTIER	\$145.11
NBAZ - Warrant Clearing Account	Check	1118677	09/19/2023	Accounts Payable	FRONTIER	\$217.85
NBAZ - Warrant Clearing Account	Check	1118678	09/19/2023	Accounts Payable	FRONTIER	\$219.30
NBAZ - Warrant Clearing Account	Check	1118679	09/19/2023	Accounts Payable	FRONTIER	\$4257.28
NBAZ - Warrant Clearing Account	Check	1118680	09/19/2023	Accounts Payable	FRONTIER	\$1548.98
NBAZ - Warrant Clearing Account	Check	1118681	09/19/2023	Accounts Payable	FUTURE TIRE	\$3270.69
NBAZ - Warrant Clearing Account	Check	1118682	09/19/2023	Accounts Payable	GALL'S INC	\$714.66
NBAZ - Warrant Clearing Account	Check	1118683	09/19/2023	Accounts Payable	GALLUP WATER WORKS	\$47.00
NBAZ - Warrant Clearing Account	Check	1118684	09/19/2023	Accounts Payable	GK INVESTIGATIONS	\$1084.00
NBAZ - Warrant Clearing Account	Check	1118685	09/19/2023	Accounts Payable	GLAXO SMITHKLINE PHARMACY	\$11036.19
NBAZ - Warrant Clearing Account	Check	1118686	09/19/2023	Accounts Payable	GREER COMMUNITY FACILITIES	\$981.38
NBAZ - Warrant Clearing Account	Check	1118687	09/19/2023	Accounts Payable	HAMBUN LAW OFFICE PLC	\$8500.00
NBAZ - Warrant Clearing Account	Check	1118688	09/19/2023	Accounts Payable	HANCOCK COMPREHENSIVE DENTISTRY	\$1643.00
NBAZ - Warrant Clearing Account	Check	1118689	09/19/2023	Accounts Payable	KLINT HEAP	\$1508.07
NBAZ - Warrant Clearing Account	Check	1118690	09/19/2023	Accounts Payable	HIGH COUNTRY SIGNS LLC	\$1496.00
NBAZ - Warrant Clearing Account	Check	1118691	09/19/2023	Accounts Payable	HILL AZ GROCERY STORE/ ST JOHNS MARKET	\$150.04
NBAZ - Warrant Clearing Account	Check	1118692	09/19/2023	Accounts Payable	HILL AZ GROCERY STORE/ ST JOHNS MARKET	\$99.02
NBAZ - Warrant Clearing Account	Check	1118693	09/19/2023	Accounts Payable	HILLYARD/FLAGSTAFF	\$200.70
NBAZ - Warrant Clearing Account	Check	1118694	09/19/2023	Accounts Payable	HOME DEPOT	\$12.77
NBAZ - Warrant Clearing Account	Check	1118695	09/19/2023	Accounts Payable	HUGHES SUPPLY INC (LAKESIDE)	\$1862.93
NBAZ - Warrant Clearing Account	Check	1118696	09/19/2023	Accounts Payable	INGRAM LIBRARY SERVICES	\$74.20
NBAZ - Warrant Clearing Account	Check	1118697	09/19/2023	Accounts Payable	KING COUNTY DEPT OF JUDICIAL ADMINISTRATION	\$52.00
NBAZ - Warrant Clearing Account	Check	1118698	09/19/2023	Accounts Payable	LABORATORY CORP OF AMERICA	\$289.54
NBAZ - Warrant Clearing Account	Check	1118699	09/19/2023	Accounts Payable	LANGUAGE LINE SERVICES INC	\$145.73
NBAZ - Warrant Clearing Account	Check	1118700	09/19/2023	Accounts Payable	LAWSON PRODUCTS INC	\$1214.82
NBAZ - Warrant Clearing Account	Check	1118701	09/19/2023	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	\$3293.53
NBAZ - Warrant Clearing Account	Check	1118702	09/19/2023	Accounts Payable	UVCO WATER & SEWER COMPANY	\$400.38
NBAZ - Warrant Clearing Account	Check	1118703	09/19/2023	Accounts Payable	LOWES COMPANIES INC	\$57.66
NBAZ - Warrant Clearing Account	Check	1118704	09/19/2023	Accounts Payable	MCKESSON MEDICAL SURGICAL	\$199.67
NBAZ - Warrant Clearing Account	Check	1118705	09/19/2023	Accounts Payable	ERIC MCNEIL	\$150.00
NBAZ - Warrant Clearing Account	Check	1118706	09/19/2023	Accounts Payable	MISSION UNIFORM & LINEN	\$130.84
NBAZ - Warrant Clearing Account	Check	1118707	09/19/2023	Accounts Payable	NAPA	\$63.71
NBAZ - Warrant Clearing Account	Check	1118708	09/19/2023	Accounts Payable	NAVAJO NATION WATER CODE ADMIN	\$184.00
NBAZ - Warrant Clearing Account	Check	1118709	09/19/2023	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	\$1978.60
NBAZ - Warrant Clearing Account	Check	1118710	09/19/2023	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	\$583.80
NBAZ - Warrant Clearing Account	Check	1118711	09/19/2023	Accounts Payable	NAVAJO WESTERNERS	\$421.27
NBAZ - Warrant Clearing Account	Check	1118712	09/19/2023	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	\$15409.83
NBAZ - Warrant Clearing Account	Check	1118713	09/19/2023	Accounts Payable	NORTH WEST NEW MEXICO REGIONAL SOLID WASTE AUTHORI	\$18.86
NBAZ - Warrant Clearing Account	Check	1118714	09/19/2023	Accounts Payable	NORTHERN TOOL & EQUIPMENT CO	\$331.65
NBAZ - Warrant Clearing Account	Check	1118715	09/19/2023	Accounts Payable	O'REILLY AUTO PARTS	\$738.60
NBAZ - Warrant Clearing Account	Check	1118716	09/19/2023	Accounts Payable	OCCUPATIONAL SAFETY SERVICES	\$503.00

NBAZ - Warrant Clearing Account	Check	1118717	09/19/2023	Accounts Payable	OFFICE DEPOT	\$339.78
NBAZ - Warrant Clearing Account	Check	1118718	09/19/2023	Accounts Payable	ORKIN PEST CONTROL	\$560.74
NBAZ - Warrant Clearing Account	Check	1118719	09/19/2023	Accounts Payable	OVERDRIVE INC	\$319.75
NBAZ - Warrant Clearing Account	Check	1118720	09/19/2023	Accounts Payable	DANA BRYCE PATTERSON	\$8500.00
NBAZ - Warrant Clearing Account	Check	1118721	09/19/2023	Accounts Payable	PERFECT PRINTZ LLC	\$863.99
NBAZ - Warrant Clearing Account	Check	1118722	09/19/2023	Accounts Payable	PIMA COUNTY MEDICAL	\$2500.00
NBAZ - Warrant Clearing Account	Check	1118723	09/19/2023	Accounts Payable	PITNEY BOWES	\$3316.30
NBAZ - Warrant Clearing Account	Check	1118724	09/19/2023	Accounts Payable	POWERSCREEN WESTERN LLC	\$1221.30
NBAZ - Warrant Clearing Account	Check	1118725	09/19/2023	Accounts Payable	QUALITY READY MIX INC	\$891.10
NBAZ - Warrant Clearing Account	Check	1118726	09/19/2023	Accounts Payable	QUILL CORP	\$839.24
NBAZ - Warrant Clearing Account	Check	1118727	09/19/2023	Accounts Payable	QUINCY ORONA ORIGINALS	\$330.92
NBAZ - Warrant Clearing Account	Check	1118728	09/19/2023	Accounts Payable	R JOHN R JOHN LEE ATTORNEY AT LAW	\$8500.00
NBAZ - Warrant Clearing Account	Check	1118729	09/19/2023	Accounts Payable	R&S NORTHEAST LLC	\$686.25
NBAZ - Warrant Clearing Account	Check	1118730	09/19/2023	Accounts Payable	RAY ALLEN MANUFACTURING LLC	\$335.29
NBAZ - Warrant Clearing Account	Check	1118731	09/19/2023	Accounts Payable	RCI SYSTEMS LLC	\$144.00
NBAZ - Warrant Clearing Account	Check	1118732	09/19/2023	Accounts Payable	REDW LLC	\$36747.50
NBAZ - Warrant Clearing Account	Check	1118733	09/19/2023	Accounts Payable	RHINEHART OIL CO	\$27490.99
NBAZ - Warrant Clearing Account	Check	1118734	09/19/2023	Accounts Payable	RICOH USA INC	\$318.48
NBAZ - Warrant Clearing Account	Check	1118735	09/19/2023	Accounts Payable	RUSH TRUCK CENTER	\$3665.48
NBAZ - Warrant Clearing Account	Check	1118736	09/19/2023	Accounts Payable	SAFE KIDS WORLDWIDE	\$55.00
NBAZ - Warrant Clearing Account	Check	1118737	09/19/2023	Accounts Payable	SAFELITE AUTO GLASS	\$746.48
NBAZ - Warrant Clearing Account	Check	1118738	09/19/2023	Accounts Payable	SAFETY KLEEN	\$131.63
NBAZ - Warrant Clearing Account	Check	1118739	09/19/2023	Accounts Payable	SANDERS UNIFIED SCHOOL DISTRICT	\$350.00
NBAZ - Warrant Clearing Account	Check	1118740	09/19/2023	Accounts Payable	SANOPI PASTEUR INC	\$14055.29
NBAZ - Warrant Clearing Account	Check	1118741	09/19/2023	Accounts Payable	SEALMASTER ARIZONA	\$35272.62
NBAZ - Warrant Clearing Account	Check	1118742	09/19/2023	Accounts Payable	SECURITAS TECHNOLOGY CORP	\$410.00
NBAZ - Warrant Clearing Account	Check	1118743	09/19/2023	Accounts Payable	SECURUS TECHNOLOGIES INC	\$1702.21
NBAZ - Warrant Clearing Account	Check	1118744	09/19/2023	Accounts Payable	SIERRA PROPANE	\$728.85
NBAZ - Warrant Clearing Account	Check	1118745	09/19/2023	Accounts Payable	SMITH BAGLEY INC DBA CELLULAR ONE NE AZ	\$486.60
NBAZ - Warrant Clearing Account	Check	1118746	09/19/2023	Accounts Payable	SPARKLETT'S WATER	\$54.99
NBAZ - Warrant Clearing Account	Check	1118747	09/19/2023	Accounts Payable	SPARKLETT'S WATER	\$13.65
NBAZ - Warrant Clearing Account	Check	1118748	09/19/2023	Accounts Payable	SPARKLETT'S WATER	\$73.92
NBAZ - Warrant Clearing Account	Check	1118749	09/19/2023	Accounts Payable	ST JOHN'S CITY	\$2985.53
NBAZ - Warrant Clearing Account	Check	1118750	09/19/2023	Accounts Payable	SUMMIT FUNERAL HOME	\$1347.08
NBAZ - Warrant Clearing Account	Check	1118751	09/19/2023	Accounts Payable	SUMMIT HEALTHCARE ASSOCIATION INC	\$6850.00
NBAZ - Warrant Clearing Account	Check	1118752	09/19/2023	Accounts Payable	SUN GLASS LLC	\$393.80
NBAZ - Warrant Clearing Account	Check	1118753	09/19/2023	Accounts Payable	SUTTON WEED & PEST CONTROL	\$375.00
NBAZ - Warrant Clearing Account	Check	1118754	09/19/2023	Accounts Payable	THE LIBRARY STORE INC	\$610.20
NBAZ - Warrant Clearing Account	Check	1118755	09/19/2023	Accounts Payable	THE POUR STATION	\$173.44
NBAZ - Warrant Clearing Account	Check	1118756	09/19/2023	Accounts Payable	THE WOOD LAW OFFICE (RONALD WOOD)	\$644.50
NBAZ - Warrant Clearing Account	Check	1118757	09/19/2023	Accounts Payable	THE ZICKERMAN LAW OFFICE PLLC	\$944.00
NBAZ - Warrant Clearing Account	Check	1118758	09/19/2023	Accounts Payable	ALENA THOMPSON	\$160.00
NBAZ - Warrant Clearing Account	Check	1118759	09/19/2023	Accounts Payable	THOMSON REUTERS WEST	\$239.10
NBAZ - Warrant Clearing Account	Check	1118760	09/19/2023	Accounts Payable	TOWN OF SPRINGERVILLE	\$367.18
NBAZ - Warrant Clearing Account	Check	1118761	09/19/2023	Accounts Payable	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	\$81.83
NBAZ - Warrant Clearing Account	Check	1118762	09/19/2023	Accounts Payable	TREAD MASTERS TIRE & LUBE	\$85.46
NBAZ - Warrant Clearing Account	Check	1118763	09/19/2023	Accounts Payable	TRIPLE R FUELS	\$73.86
NBAZ - Warrant Clearing Account	Check	1118764	09/19/2023	Accounts Payable	UNIFIRST CORPORATION	\$120.23
NBAZ - Warrant Clearing Account	Check	1118765	09/19/2023	Accounts Payable	VERIZON WIRELESS	\$1535.51
NBAZ - Warrant Clearing Account	Check	1118766	09/19/2023	Accounts Payable	WAGNER EQUIPMENT CO	\$940.55
NBAZ - Warrant Clearing Account	Check	1118767	09/19/2023	Accounts Payable	WESTERN DRUG COMPANY	\$432.14
NBAZ - Warrant Clearing Account	Check	1118768	09/19/2023	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	\$3744.54
NBAZ - Warrant Clearing Account	Check	1118769	09/19/2023	Accounts Payable	ANTONIA WOOD	\$106.38
NBAZ - Warrant Clearing Account	Check	1118770	09/19/2023	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	\$786.03
NBAZ - Warrant Clearing Account	Check	1118771	09/19/2023	Accounts Payable	XEROX CORP	\$85.09
NBAZ - Warrant Clearing Account	Check	1118772	09/20/2023	Accounts Payable	TAMARA WILHELM APPLGATE	\$51.10
NBAZ - Warrant Clearing Account	Check	1118773	09/20/2023	Accounts Payable	YOLANDA BALDWIN	\$79.00
NBAZ - Warrant Clearing Account	Check	1118774	09/20/2023	Accounts Payable	MARLEITA BEGAY	\$14.61
NBAZ - Warrant Clearing Account	Check	1118775	09/20/2023	Accounts Payable	JONATHAN DAVID BOURASSA	\$15.00
NBAZ - Warrant Clearing Account	Check	1118776	09/20/2023	Accounts Payable	ALBERT N CLARK	\$490.00
NBAZ - Warrant Clearing Account	Check	1118777	09/20/2023	Accounts Payable	ANDREA HEIDI CRESSWELL	\$129.00
NBAZ - Warrant Clearing Account	Check	1118778	09/20/2023	Accounts Payable	KEVIN DANIEL DAVIS	\$490.00
NBAZ - Warrant Clearing Account	Check	1118779	09/20/2023	Accounts Payable	JOSEPH DEDMAN JR	\$208.00
NBAZ - Warrant Clearing Account	Check	1118780	09/20/2023	Accounts Payable	FELIPA A EARL	\$39.30
NBAZ - Warrant Clearing Account	Check	1118781	09/20/2023	Accounts Payable	GABRIEL C GARCIA	\$25.00
NBAZ - Warrant Clearing Account	Check	1118782	09/20/2023	Accounts Payable	DARYL GREER	\$61.26
NBAZ - Warrant Clearing Account	Check	1118783	09/20/2023	Accounts Payable	RICHARD C GUINN	\$122.32
NBAZ - Warrant Clearing Account	Check	1118784	09/20/2023	Accounts Payable	ROSCOE GEORGE HERRERA	\$144.00
NBAZ - Warrant Clearing Account	Check	1118785	09/20/2023	Accounts Payable	BRIAN HOUNSHELL	\$600.10

NBAZ - Warrant Clearing Account	Check	1118786	09/20/2023	Accounts Payable	JOHN (JACK) INGRAM	\$78.00
NBAZ - Warrant Clearing Account	Check	1118787	09/20/2023	Accounts Payable	MARCO T JAMES	\$14.61
NBAZ - Warrant Clearing Account	Check	1118788	09/20/2023	Accounts Payable	TYRON JENSEN	\$1269.30
NBAZ - Warrant Clearing Account	Check	1118789	09/20/2023	Accounts Payable	MICHAEL LATHAM	\$115.85
NBAZ - Warrant Clearing Account	Check	1118790	09/20/2023	Accounts Payable	CEEJAYE LIVINGSTON	\$753.32
NBAZ - Warrant Clearing Account	Check	1118791	09/20/2023	Accounts Payable	KEIRSTEN NIELSEN	\$24.50
NBAZ - Warrant Clearing Account	Check	1118792	09/20/2023	Accounts Payable	ANDREW L ORONA	\$39.00
NBAZ - Warrant Clearing Account	Check	1118793	09/20/2023	Accounts Payable	DENNIELLE PATTERSON	\$35.24
NBAZ - Warrant Clearing Account	Check	1118794	09/20/2023	Accounts Payable	RYAN N PATTERSON	\$62.10
NBAZ - Warrant Clearing Account	Check	1118795	09/20/2023	Accounts Payable	RYAN N PATTERSON	\$59.00
NBAZ - Warrant Clearing Account	Check	1118796	09/20/2023	Accounts Payable	NATASHA PENA	\$51.00
NBAZ - Warrant Clearing Account	Check	1118797	09/20/2023	Accounts Payable	KIMBERLY K PENROD	\$50.00
NBAZ - Warrant Clearing Account	Check	1118798	09/20/2023	Accounts Payable	CAROL A ROBERTS	\$199.42
NBAZ - Warrant Clearing Account	Check	1118799	09/20/2023	Accounts Payable	AMANDA NICHOLE SIMMONS	\$822.80
NBAZ - Warrant Clearing Account	Check	1118800	09/20/2023	Accounts Payable	JESSE THOMAS	\$37.71
NBAZ - Warrant Clearing Account	Check	1118801	09/20/2023	Accounts Payable	JARROD ARVISO TOACHEENIE	\$571.89
NBAZ - Warrant Clearing Account	Check	1118802	09/20/2023	Accounts Payable	JARROD ARVISO TOACHEENIE	\$147.00
NBAZ - Warrant Clearing Account	Check	1118803	09/20/2023	Accounts Payable	JARROD ARVISO TOACHEENIE	\$175.47
NBAZ - Warrant Clearing Account	Check	1118804	09/20/2023	Accounts Payable	MARLENE A TSOSIE	\$176.86
NBAZ - Warrant Clearing Account	Check	1118805	09/20/2023	Accounts Payable	THOMAS CARDON WEBB	\$18.42
NBAZ - Warrant Clearing Account	Check	1118806	09/20/2023	Accounts Payable	LEILANI MICHELLE YAZZIE	\$203.55

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

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

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

9/25/23



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

Request approval of minutes dated September 5, 2023 and September 25, 2023.

BOS Meeting Date Requested

10/3/23

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PRE-AGENDA ITEM REVIEW

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

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

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY  
BOARD OF SUPERVISORS MEETING

September 5, 2023

St. Johns, Arizona

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

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

Matt Fish gave the invocation.

Chris Padilla led the Pledge of Allegiance.

Chairman Shepherd called for the Health District items.

Kim Cole, Health Director, requested approval of Amendment #2 for Flu and Pneumonia Vaccination Services between the Apache County Public Health Services District, the Arizona Local Government Employee Benefit Trust (AZLEGBT) and Rural Arizona Health Group Trust (RAGHT) replacing Section II (1)(A), Section II (5), Exhibit A and Exhibit B, effective October 1, 2023. **Mr. Davis moved approval, seconded by Mr. Shirley.** Vote was unanimous.

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

Chairman Shepherd called for the Library District item.

Keirsten Nielsen, Assistant Library Director, requested approval to accept a donation to the Alpine Public Library from the Alpine Area Library Friends, in the amount of \$33,003.82. **Mr. Davis moved approval, seconded by Mr. Shirley.** Vote was unanimous.

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

Chairman Shepherd called for the Jail District items.

Jail Commander Chris McCarthy, requested approval to remove and replace an aging swamp cooler with a 20-ton heating, ventilation, and air conditioning (HVAC) unit from Advanced Air Systems, a single source provider, for two housing units for the Apache County Jail, utilizing 50% from Jail Enhancement and 50% from Jail District funds in the amount of \$82,854. **Mr. Davis moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Jail Commander Chris McCarthy, requested approval to purchase and upgrade the jail's radio repeater system and two-way radios from White Mountain Communications for jail staff at a total cost of \$25,660.31. Commander McCarthy stated this is funded 50% by the Jail Enhancement and 50% from the Jail District Budget. **Mr. Davis moved approval, seconded by Mr. Shirley.** Vote was unanimous.

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

Chairman Shepherd called for the regular agenda items.

Matt Fish Community Development Director, presented a public hearing, discussion, and possible approval of the First Amended Plat of the Cedar Ridge Unit 2 Subdivision allowing James Keeley to combine five (5) contiguous lots, including a portion of Eden Avenue abandoned by resolution, as recorded as Reception #2023-003640, creating one (1) +/- 5.46-acre lot. The subdivision is located in Vernon, AZ. A.P.N. 106-27-043, 106-27-044, 106-27-045, 106-27-046 and 106-27-057 Section: 4, Township10N, Range 24E. Mr. Fish stated the Planning & Zoning Commission unanimously recommended approval on August 3, 2023. **Mr. Davis moved to open the public hearing, seconded by Mr. Shirley.** Vote was unanimous. There was no one wanting to address the Board during the public hearing. **Mr. Davis motioned to close the public hearing, seconded by Mr. Shirley.** Vote was unanimous. **Mr. Davis moved to approve the amended plat, seconded by Mr. Shirley.** Vote was unanimous.

Mr. Patterson requested approval of a liquor license application recommendation for Kelly Ann Meixler, Concho Spring RV Resort, 7, County Road 61, Concho, Arizona and stated no protests were received. **Mr. Davis moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Mr. Patterson requested approval of the consent agenda items A-H. **Mr. Shirley moved approval of consent agenda items A-H, seconded by Mr. Davis.** County Manager/Clerk of the Board: A. Request approval of demands as distributed to the Apache County Board of Supervisors between August 14, 2023, to September 5, 2023. Payee Amount AMAZON CAPITAL SERVICES INC\$1911.01COMMNET WIRELESS LLC \$27036.96 PERFECT PRINTZ LLC \$1099.79QUILL CORP \$8808.82 AMAZON CAPITAL SERVICES INC \$7172.33AMIGO CHRYSLER DODGE JEEP RAM \$1949.53AZ COUNTIES INSURANCE POOL \$21779.07 B&R TRUCKING \$8371.38 ROSELITA ANN BAHE \$8688.42 BAUMAN HOME AND AUTO INC (CARQUEST) \$3482.52JIMICA LYNN BIGMAN \$1643.16 BILL LUKE CHRYSLER JEEP DODGE INC \$3423.42BRAD HALL & ASSOCIATES INC \$27377.59 BRIMHALL SAND & ROCK \$10296.62 CONDITIONED RESPONSE TRAINING \$1411.00 CONSOLIDATED ELECTRICAL DISTRIBUTORS \$7658.01 ELECTION SYSTEMS AND SOFTWARE \$3739.09 EMPIRE MACHINERY \$4163.58 FRONTIER \$4152.54 FUTURE TIRE \$4466.22 HILLYARD/FLAGSTAFF \$4930.60 INGRAM LIBRARY SERVICES \$4922.52 MH CONSULTING & PROJECT MANAGEMENT LLC \$1100.00 NATIONAL BANK \$23831.38 NATIONAL BANK OF ARIZONA 1389 \$5805.87 NATIONAL BANK OF ARIZONA 0285 \$3177.84 NORTHEAST ARIZONA TRAINING

CENTER INC \$1500.00 O'REILLY AUTO PARTS\$2682.63 OVERDRIVE INC \$1296.69  
PAGE STEEL \$1575.97 PELOTON INTERACTIVE INC \$6050.71 PITNEY BOWES  
RESERVE ACCOUNT \$5000.00 PUBLIC SAFETY CANCER INSURANCE \$1050.00  
QUALITY CARQUEST \$7968.32 QUILL CORP \$4638.21SALT RIVER PROJECT - SRP –  
MARS \$1091.00 SECURUS TECHNOLOGIES INC \$3135.91 DERRICK SMITH \$1169.99 ST  
JOHNS CITY \$2678.05 THE AARONS COMPANY LLC \$3000.00 TRINITY SERVICES  
GROUP INC \$23218.82 TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY \$9603.11  
SAMUEL A WOOD \$1218.34 WRIGHT EXPRESS FSC WEX \$3660.34 YAZZIE'S AUTO  
PARTS INC \$1448.50 NATIONAL BANK \$5504.40 CHALMERS FORD INC \$40148.22  
RODGER DAHOZY \$3119.76 HON-DAH RESORT & CASINO \$4036.72 HON-DAH  
RESORT & CASINO \$ 1756.36 HON-DAH RESORT & CASINO \$2280.36HON-DAH  
RESORT & CASINO \$4801.80 ALL TRAFFIC SOLUTIONS INC \$2850.00 ALLEGRA  
\$4566.13 AMAZON CAPITAL SERVICES INC \$5245.19 AMIGO CHRYSLER DODGE  
JEEP RAM \$1548.11 APACHE COUNTY YOUTH COUNCIL \$1250.00 ASPHALT ZIPPER  
INC \$2133.59 AT&T MOBILITY LLC (FIRSTNET) \$2806.83 AZ ASSN OF COUNTY  
SCHOOL SUPERINTENDENTS \$3770.00 AZ JUSTICE OF THE PEACE ASSOCIATION  
\$1195.00 AZLGEBT \$396108.97 B&R TRUCKING \$9714.77 BAUMAN HOME AND AUTO  
INC (CARQUEST) \$1652.02 BREWER LAW OFFICE PLLC \$8500.00 BRIMHALL SAND &  
ROCK \$2517.28 CDW GOVERNMENT LLC \$1279.63 EATON SALES & SERVICE  
\$3516.20 EMPIRE MACHINERY \$1452.66 GILA COUNTY \$10477.76 GK  
INVESTIGATIONS \$1122.70 BARBARA J GOMEZ \$2103.56 HAMBLIN LAW OFFICE  
PLC \$8500.00 KLINT HEAP \$1290.00 ROBERT JAMES HIGGINS \$2140.43 HOME DEPOT  
\$1979.65 IDEMIA IDENTITY & SECURITY USA LLC \$1830.00 DENNISE L JONES  
\$2103.56 LAW OFFICE OF MICHAEL S PENROD PLC \$4424.00 ERIC MCNEIL \$1050.00  
JASON WAYNE MOORE \$2071.09 NAVAJO TRIBAL UTILITY AUTHORITY \$4746.27  
NAVOPACHE ELECTRIC COOPERATIVE \$12407.16 KEIRSTEN NIELSEN \$2770.30  
DANA BRYCE PATTERSON \$8500.00 PERFECT PRINTZ LLC \$1119.36 PERKINS  
CINDERS INC \$1951.74 PIMA COUNTY MEDICAL \$7500.00 QUILL CORP \$4127.45 R  
JOHN R JOHN LEE ATTORNEY AT LAW \$8500.00 R&S NORTHEAST LLC \$1576.34  
RHINEHART OIL CO \$4824.96 RIGHT TOYOTAS\$7000.00 ROBERTS TIRE SALES INC  
\$3471.64 SECURUS TECHNOLOGIES INC \$1459.94 STAN'S DIESEL AND  
PERFORMANCE \$1005.00 THOMSON REUTERS WEST \$3000.38 VERIZON WIRELESS  
\$1380.56 YAZZIE'S AUTO PARTS INC \$2437.35 THE GUIDANCE CENTER \$1595.00  
Maricela Cano \$1118.91 Florybel Castillo \$1102.76 Benjamin S Johnston \$1797.65 Kapris S  
James \$1618.29 Charles Kent Rogers \$1517.90 Lanny Sherril \$1244.00 Reed Stradling  
\$2030.56 Kaitlynn A Wilson \$1160.67 Carolyn S Benally \$1222.81 Rebekah P Harris \$2323.13  
James A Lair \$1072.12 Lillian Chavez \$1307.02 Robert Lee Owens \$1072.63 Lonnie S Benally  
\$1023.23 APACHE COUNTY HAS \$5331.05 APACHE COUNTY MEDICAL \$199191.44  
APACHE COUNTY TAX WITHHOLDING \$181787.09 ASRS LEGACY EORP\$11107.92 AZ  
STATE RETIREMENT SYSTEM \$137418.66 CORRECTIONS OFFICER RET PLAN  
\$14465.48 CORRECTIONS OFFICER RETIREMENT PLAN 520 \$1194.60 EORP LEGACY  
\$3039.91 NATIONWIDE \$4417.17 NATIONWIDE TRUST FSB \$2953.80 PUBLIC SAFETY  
PERSONNEL 401 \$15278.91 PUBLIC SAFETY SHERIFF RET \$11067.37 SUPPORT  
PAYMENT CLEARINGHOUSE \$1132.50 AMAZON CAPITAL SERVICES INC \$1964.08  
PINAL COUNTY ARIZONA \$14574.00 ALLEGRA \$11181.93 AMAZON CAPITAL  
SERVICES INC \$10336.42 AZ DEPT OF HEALTH SERVICES \$2000.00 AZ SUPREME

COURT \$3120.00 BRAD HALL & ASSOCIATES INC \$31504.77 CONSOLIDATED ELECTRICAL DISTRIBUTORS \$2572.93 COPPERFASTEN TECHNOLOGIES LIMITED T/A TITAN HQ \$5190.00 COURTESY CHEVROLET \$41733.22 CRESCENT ELECTRIC SUPPLY CO \$5283.46 DELL COMPUTER CORPORATION \$8145.55 CECILIA DIAZ \$7411.78 EMPIRE MACHINERY \$1894.07 FLEET PRIDE \$4470.46 FUTURE TIRE \$1577.61 HATCH CONSTRUCTION \$20720.00 HIGH COUNTRY SIGNS LLC \$4350.00 HILLYARD/FLAGSTAFF \$1263.02 HOME DEPOT \$2378.33 LSQ GROUP HOLDINGS LLC \$3602.19 MISSION UNIFORM & LINEN \$1347.15 NAVAJO TRIBAL UTILITY AUTHORITY \$2708.78 NAVAJO WESTERNERS \$8307.18 NAVOPACHE ELECTRIC COOPERATIVE \$16310.84 NORTH COUNTRY COMMUNITY HEALTH \$5000.00 NORTHERN SAFETY COMPANY INC \$1853.66 O'REILLY AUTO PARTS \$2344.69 PINAL COUNTY ARIZONA \$21514.00 QUILL CORP \$1782.76 RHINEHART OIL CO \$19837.12 SAFELITE AUTO GLASS \$1214.02 SANOFI PASTEUR INC \$8524.50 SECURUS TECHNOLOGIES INC \$1972.15 STANTEC CONSULTING SERVICES \$67263.47 THE ZICKERMAN LAW OFFICE PLLC \$1552.00 VERIZON WIRELESS \$4095.58 BRAD HALL & ASSOCIATES INC \$24698.90 INNOVATIVE UAS \$50000.72 QUILL CORP \$1549.83 James A Lair \$1072.12 B&R TRUCKING \$21983.00 Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process. B. Request approval of minutes dated August 14, 2023. C. Request approval of the Public Fiduciary Reorganization Plan. These changes will not increase the FY24 budget. County Attorney's Office: D. Request approval of Victim Compensation Grant Number VC-24-001 from the Arizona Criminal Justice Commission in the amount of \$88,210. These funds will be used to further assist victims of crime through our Victim Compensation Program. E. Request approval of Drug, Gang and Violent Crime Control FY2024 Award DC-24-020 from the Arizona Criminal Justice Commission in the amount of \$105,480.14. These funds will be used to assist in the prosecution of crimes. Emergency Management: F. Notification that on August 15, 2023, after reviewing current weather and fire conditions, Stage 1 Fire Restrictions were rescinded for the unincorporated areas of Apache County. Sheriff's Office: G. Request approval to remove and replace an aging swamp cooler with a 20-ton heating, ventilation, and air conditioning (HVAC) unit from Advanced Air Systems, a single source provider, for two housing units for the Apache County Jail, utilizing 50% from Jail Enhancement and 50% from Jail District funds in the amount of \$82,854. H. Request approval to purchase and upgrade the jail's radio repeater system and two-way radios from White Mountain Communications for jail staff at a total cost of \$25,660.31. This is funded 50% by the Jail Enhancement and 50% from the Jail District Budget. Vote was unanimous of Consent Agenda items A-H.

Chris Padilla, on behalf of the Engineering Department, requested approval of a resolution to enter into an amended Intergovernmental Agreement between the Navajo Nation and Apache County for school bus route maintenance. Mr. Padilla stated strip maps of each road included in the agreement are available for review in the County Manager's Office. **Mr. Davis moved approval, seconded by Mr. Shirley.** Vote was unanimous.

#### APACHE COUNTY RESOLUTION NO. 2023-19

Be it resolved by the Board of Supervisors of Apache County that it is in the best interest of the citizens of this county to enter into that certain Intergovernmental Agreement to provide road

maintenance activities on existing school bus routes within Apache County with the Navajo Nation. Further, the Board of Supervisors resolves that such action is necessary and a benefit to the people residing in Apache County.

PASSED, ADOPTED AND APPROVED at St. Johns, Arizona on September 5, 2023.

APACHE COUNTY BOARD OF SUPERVISORS

/s/ Alton Joe Shepherd  
Chairman of the Board

ATTEST:

/s/ Ryan N. Patterson  
Clerk of the Board

I Ryan Patterson, Clerk of the Board of Supervisors, do hereby certify that the above is a true and correct copy of a Resolution adopted and contained in a paragraph of the minutes of a meeting of the Apache County Board of Supervisors held September 5, 2023.

IN WITNESS WHEREOF, I have affixed the official seal of Apache County at St. Johns, the County Seat, this 5<sup>th</sup> day of September 2023.

/s/ Ryan N. Patterson  
Clerk of the Board

APPROVED AS TO FORM:

/s/ Michael Whiting  
County Attorney

Paul Hancock, Probation Services Director, requested approval to create a Program Coordinator & Intake Supervisor (Range 63) with a minimum starting salary of \$69,895, for the Legacy Teen Center. Mr. Hancock stated this position will be paid entirely out of state funds and juvenile jail tax district. There will be no impact to the County's general fund. **Mr. Davis moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Stev Kizer, Information Technology Director, requested approval to renew the existing phone system maintenance contract with Continuant for a period of one (1) year. **Mr. Shirley moved approval, seconded by Mr. Davis.** Vote was unanimous.

Steve Kizer, Information Technology Director, requested approval of a Memorandum of Understanding between Apache County and the State of Arizona Department of Emergency and Military Affairs- Arizona National Guard for cyber security and defense. **Mr. Davis moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Steve Kizer, Information Technology Director, requested approval of the Network Interconnection Agreement between the Apache County Information Technology Department and the Arizona Supreme Court Administrative Office of the Courts for the security of the

court's network. **Mr. Shirley moved approval, seconded by Mr. Davis.** Vote was unanimous.

Chief Deputy Sheriff Roscoe Herrera requested approval to create a Detective position (Range 54). Chief Herrera stated this position will be paid with grant funds and will not increase the FY24 budget. **Mr. Davis moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Chief Deputy Sheriff Roscoe Herrera requested approval to accept a grant from the Arizona State Treasurer's Office in the amount of \$25,000 per the 2023 Senate Bill 1720 – County Sheriff Search and Rescue-Related Equipment Reimbursement to enhance the Sheriff's search and rescue mission capabilities. **Mr. Shirley moved approval, seconded by Mr. Davis.** Vote was unanimous.

Mr. Patterson presented notification of the following meetings where two or more members of the Apache County Board of Supervisors may be in attendance.

- The Eastern Arizona Counties Organization meeting on September 20, 2023, at 2:00 p.m. held at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- Small Counties Forum meeting on September 20, 2023, at 5:30 p.m. held at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- The County Supervisors Association (CSA) meeting on September 21, 2023, at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.

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

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

Approved this 3<sup>rd</sup> day of October, 2023.

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Alton Joe Shepherd  
Chairman of the Board

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Ryan N. Patterson  
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY  
BOARD OF SUPERVISORS SPECIAL MEETING

September 25, 2023

St. Johns, Arizona

Participating via the telephone was Chairman Alton Joe Shepherd. Present were Vice Chairman Nelson Davis, Clerk of the Board/County Manager Ryan N. Patterson, and Chief Deputy County Attorney Celeste Robertson. Supervisor Joe Shirley, Jr. was excused from the meeting.

Chairman Shepherd called to order the Board of Supervisors meeting at 10:07 a.m. in the Board of Supervisors' chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona.

Mr. Patterson, on behalf of the School Superintendent's Office, requested approval to rescind the levy for a cash deficit of the Red Mesa Unified School District per the request of the school district. Mr. Patterson stated the action would remove the tax levy and return the levy to the previous year's amount. **Mr. Davis moved approval, seconded by Mr. Shepherd.** Motion passed.

Timothy Hinton, Finance Director, requested approval to amend the 2023-2024 Tax Levy resolution to reflect the previous year's amount for the Red Mesa School District. **Mr. Nelson moved approval, seconded by Mr. Shepherd.** Motion passed.

**Mr. Davis moved to adjourn the special meeting, seconded by Mr. Shepherd.** Motion passed.

Approved this 3<sup>rd</sup> day of October, 2023.

\_\_\_\_\_  
Alton Joe Shepherd  
Chairman of the Board

\_\_\_\_\_  
Ryan N. Patterson  
Clerk of the Board


Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Finance

Date/Signature:



9/26/2023

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

Consent Agenda - Possible approval to amend the 2023-2024 Tax Levy resolution.

BOS Meeting Date Requested October 3, 2023

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

N/A

Other Review:

Signature

N/A

Reviews completed, item approved for Agenda.

Board Clerk's Initials

**APACHE COUNTY  
RESOLUTION SETTING FY2023-2024 TAX LEVIES AND RATES**

RESOLUTION NO. \_\_\_\_\_

TAX AUTHORITY NUMBER		FY24 TAX RATE	PRIMARY ASSESSED VALUE	EXPECTED AMOUNT PRODUCED	FY23 TAX RATE	ACTUAL RATE INCREASE (DECREASE) 2022/2023	RATE % INCREASE (DECREASE) 2022/2023
<b>APACHE COUNTY</b>							
02000	County	0.6768	482,092,636	3,262,803	0.6614	0.0154	2.33%
02001	State School Equalization (State Mandated)	-	482,092,636	-	-	-	0.00%
	<b>Total Primary Rate</b>	<b>0.6768</b>			<b>0.6614</b>	<b>0.0154</b>	<b>2.33%</b>
<b>Secondary:</b>							
52000	General Fund Override	-	-	-	-	-	-
14900	Library District	0.3168	482,092,636	1,527,269	0.3096	0.0072	2.33%
29999	Public Health District	0.2500	482,092,636	1,205,232	0.2500	-	0.00%
28000	Jail District	0.2000	482,092,636	964,185	0.2000	-	0.00%
28002	Juvenile Jail District	0.1000	482,092,636	482,093	0.1000	-	0.00%
56000	Jr. College Tuition	0.2690	482,092,636	1,248,620	0.4750	(0.2160)	-45.47%
56000	Post Secondary Education	0.1500	482,092,636	723,139	0.1500	-	0.00%
15000	Flood Control	0.0835	199,985,154	166,971	0.0850	(0.0015)	-1.76%
11900	Fire Dist. Assistance	0.0966	482,092,636	475,343	0.0949	0.0037	3.90%
	<b>Total Secondary Rate</b>	<b>1.4579</b>		<b>6,792,852</b>	<b>1.6645</b>	<b>(0.2066)</b>	<b>-12.41%</b>
<b>TOWN OF EAGAR</b>							
04106	Primary	-	-	-	-	-	0.00%
54106	Secondary	-	-	-	-	-	0.00%
<b>TOWN OF SPRINGERVILLE</b>							
04103	Primary	-	-	-	-	-	0.00%
54103	Secondary	-	-	-	-	-	0.00%
<b>CITY OF ST. JOHNS</b>							
04150	Primary	-	-	-	-	-	0.00%
54150	Secondary	-	-	-	-	-	0.00%
<b>ST. JOHNS SCHOOL #1</b>							
07001	Primary	3.7519	32,905,421	1,234,578	3.5814	0.1705	4.76%
57001	Secondary	0.7783	32,905,421	266,103	0.7268	0.0495	6.79%
	<i>(Additional Assistance Override approved 2/19/14)</i>	0.2327	32,905,421	108,279	0.2327	0.0000	-0.19%
	<i>(MSO Override Approval 8/11/14)</i>	0.2482	32,905,421	146,629	0.2947	0.0501	17.69%
67001	Class A Bonds	-	-	-	-	-	0.00%
77001	Class B Bonds	-	-	-	-	-	0.00%
87001	Adjacent Ways	-	-	-	-	-	0.00%

APACHE COUNTY  
RESOLUTION SETTING FY2023-2024 TAX LEVIES AND RATES

TAX AUTHORITY NUMBER	RESOLUTION NO. _____	FY24 TAX RATE	PRIMARY ASSESSED VALUE	EXPECTED AMOUNT PRODUCED	FY23 TAX RATE	ACTUAL RATE INCREASE (DECREASE) 2022/2023	RATE % INCREASE (DECREASE) 2022/2023
<b>CONCHO SCHOOL #6</b>							
05006	Primary	4.5482	21,198,758	964,162	7.8886	(3,340.4)	-42.34%
55006	Secondary	-	-	-	-	-	0.00%
65006	Class A Bonds	0.6467	21,198,758	137,082	0.4289	0.2178	50.78%
75006	Class B Bonds (payable 2009 - 2022)	-	-	-	-	-	0.00%
85006	Adjacent Ways	-	-	-	-	-	0.00%
05806	Type 03 Schools Additional Tax	1.8549	21,198,758	350,818	-	1.6549	#DIV/0!
<b>ALPINE SCHOOL #7</b>							
05007	Primary	2.9392	19,570,061	570,203	3.9520	(1,0128)	-25.63%
55007	Secondary	-	-	-	-	-	0.00%
65007	Class A Bonds	-	-	-	-	-	0.00%
75007	Class B Bonds	-	-	-	-	-	0.00%
85007	Adjacent Ways	-	-	-	-	-	0.00%
05807	Type 03 Schools Additional Tax	0.0478	19,570,061	9,354	-	0.0478	#DIV/0!
<b>WINDOW ROCK SCHOOL #8</b>							
07008	Primary	-	12,982,049	-	-	-	0.00%
57008	Secondary	3.8574	12,982,049	499,998	3.7614	0.0960	2.55%
67008	Class A Bonds	-	-	-	-	-	0.00%
77008	Class B Bonds (payable 2008 - 2022)	-	12,982,049	-	-	-	0.00%
87008	Adjacent Ways	-	-	-	-	-	0.00%
<b>VERNON SCHOOL #9</b>							
05009	Primary	4.7981	19,285,507	924,952	6.4176	(1,6215)	-25.27%
55009	Secondary	-	-	-	-	-	0.00%
65009	Class A Bonds	-	-	-	-	-	0.00%
76009	Class B Bonds	-	-	-	-	-	0.00%
85009	Adjacent Ways	-	-	-	-	-	0.00%
05809	Type 03 Schools Additional Tax	1.8549	19,285,507	319,196	-	1.6549	#DIV/0!
<b>ROUND VALLEY SCHOOL #10</b>							
07010	Primary	2.6227	331,529,798	8,695,032	2.8014	0.0213	0.82%
57010	Secondary (ISSD Override approved 2017)	0.3647	331,529,798	1,208,089	0.3534	0.0113	3.20%
67010	Class A Bonds (payable 2009 - 2023)	-	-	-	-	-	0.00%
77010	Class B Bonds (payable 2009 - 2023)	0.2122	331,529,798	703,506	0.1994	0.0128	6.42%
87010	Adjacent Ways	-	-	-	-	-	0.00%
07999	Minimum School Tax	-	-	-	-	-	0.00%
<b>SANDERS SCHOOL #18</b>							
07018	Primary	-	15,927,940	-	-	-	0.00%
57018	Secondary	-	-	-	-	-	0.00%
67018	Class A Bonds	-	-	-	-	-	0.00%
77018	Class B Bonds	-	-	-	-	-	0.00%
87018	Adjacent Ways	-	-	-	-	-	0.00%

APACHE COUNTY  
RESOLUTION SETTING FY2023-2024 TAX LEVIES AND RATES

RESOLUTION NO. \_\_\_\_\_

TAX AUTHORITY NUMBER		FY24 TAX RATE	PRIMARY ASSESSED VALUE	EXPECTED AMOUNT PRODUCED	FY23 TAX RATE	ACTUAL RATE INCREASE (DECREASE) 2022/2023	RATE % INCREASE (DECREASE) 2022/2023
<b>GANADO SCHOOL #20</b>							
07019	Primary	1.8302	20,089,206	367,673	1.8343	(0.0041)	-0.22%
57019	Secondary	-	-	-	-	-	0.00%
67019	Class A Bonds	-	-	-	-	-	0.00%
77019	Class B Bonds	-	-	-	-	-	0.00%
87019	Adjacent Ways	-	-	-	-	-	0.00%
<b>McNARY SCHOOL #23</b>							
05023	Primary	-	1,024,185	-	-	-	0.00%
55023	Secondary	-	-	-	-	-	0.00%
65023	Class A Bonds	-	-	-	-	-	0.00%
75023	Class B Bonds	-	-	-	-	-	0.00%
85023	Adjacent Ways	-	-	-	-	-	0.00%
05823	Type 03 Schools Additional Tax	1.6549	1,024,185	16,949	-	1.6549	#DIV/0!
<b>CHINLE SCHOOL #24</b>							
07024	Primary	-	4,916,005	-	-	-	0.00%
57024	Secondary	-	-	-	-	-	0.00%
67024	Class A Bonds	-	-	-	-	-	0.00%
77024	Class B Bonds	-	-	-	-	-	0.00%
87024	Adjacent Ways	-	-	-	-	-	0.00%
<b>RED MESA SCHOOL #27</b>							
07027	Primary	31.4782	2,683,706	844,793	-	31.4782	#DIV/0!
57027	Secondary	-	-	-	-	-	0.00%
67027	Class A Bonds	-	-	-	-	-	0.00%
77027	Class B Bonds	-	-	-	-	-	0.00%
87027	Adjacent Ways	-	-	-	-	-	0.00%
<b>CONCHO FIRE DISTRICT</b>							
11603		3.5000	3,692,600	129,241	3.3750	0.1250	3.70%
11604	GREER FIRE DISTRICT	3.0134	17,887,010	539,007	3.0574	(0.0440)	-1.44%
11618	PUERCO VALLEY FIRE DISTRICT	3.5000	13,544,278	474,050	3.3750	0.1250	3.70%
11619	GANADO FIRE DISTRICT	3.5000	20,088,206	703,122	3.3750	0.1250	3.70%
11605	ALPINE FIRE DISTRICT	2.4000	28,537,375	694,897	2.4000	-	0.00%
11620	VERNON FIRE DISTRICT	3.5000	17,787,636	622,574	3.3750	0.1250	3.70%
11621	NUTRISO FIRE DISTRICT	-	-	-	-	-	0.00%
<b>ALPINE SANITARY DISTRICT</b>							
21701		1.6300	6,851,346	125,380	1.9085	(0.0785)	-4.11%
16002	ALPINE DOMESTIC WID	-	-	-	-	-	0.00%
10251	NAVAPACHE HOSPITAL DISTRICT	-	-	-	-	-	0.00%
16000	OJO BONITO WATER DISTRICT	-	-	-	-	-	0.00%
16001	VERNON WATER DISTRICT	-	-	-	-	-	0.00%
21710	LITTLE COLO. SANITARY	0.3035	16,474,375	50,000	0.3187	(0.0152)	-4.78%
10260	WHITE MOUNTAIN HCD	0.6200	125,977,762	781,062	0.6200	-	0.00%
10270	NO. APACHE COUNTY HCD	3.5349	56,578,908	2,000,000	3.5993	(0.0645)	-1.79%
30000	NO. ARIZONA VIT	0.0500	364,435,217	182,218	0.0500	-	0.00%
30001	NATIVE	0.0500	56,578,908	28,289	0.0500	-	0.00%

APACHE COUNTY  
RESOLUTION SETTING FY2023-2024 TAX LEVIES AND RATES

RESOLUTION NO. \_\_\_\_\_

TAX  
AUTHORITY  
NUMBER

28003 CONCHO COUNTY IMPROVEMENT

FY24 TAX RATE	PRIMARY ASSESSED VALUE	EXPECTED AMOUNT PRODUCED	FY23 TAX RATE	ACTUAL RATE INCREASE (DECREASE) 2022/2023	RATE % INCREASE (DECREASE) 2022/2023
\$ 85.00	681	57,885	\$85	-	0.00%

APPROVED: \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: \_\_\_\_\_  
Clerk, Board of Supervisors

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

1/28/2015 10:15:30 AM

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

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

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

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

Request approval to amend the current Indigent Defense Attorney Contract with current contractors.

BOS Meeting Date Requested 9/5/23

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**PRE-AGENDA ITEM REVIEW**

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

APC/2015/000000

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

Engineering

Date/Signature: 9/20/23 Jalau N

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

Request approval to purchase three 2023 International water trucks utilizing State Contract Omnia # 212816-01 using District III funds, not to exceed \$512,465.

BOS Meeting Date Requested 10/3/23

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PRE-AGENDA ITEM REVIEW

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

Signature \_\_\_\_\_

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

Signature [Signature]

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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



**Year:** 2023

**Model:** WATER TRK

**Hours:** 0.0

**Sales Price:** \$175,000.00

**Make:** INTERNATIONAL

**Family:** ET&T TRUCKS

**Serial Number:** 3HAEKMMT1PL183798

**ID Number:** T102706

---

### Configuration

Configuration information is in the process of being updated for this equipment.

### Warranty Information

Warranty information cannot be found for **Start Hours** **Expiration Hours**

### Ordered Configuration

Seq #	Product Reference	Description
10		2023 INTERNATIONAL HV 4000 GAL.
20		WATER TRUCK.LOAD KING WATER TANK
30		EPOXY LINED TANK, 2 FRONT & REAR
40		SPRAYS, 1 SIDE SPRAY, PICK UP
50		TUBE, REAR HOSE REEL, ALLISON
60		AUTOMATIC 3500RDS, CUMMINS POWER
70		325HP, 18K LB FRONT AXLE & 40K LB
80		REAR AXLE
90		CALL TODAY FOR MORE INFO!!

**EMPIRE**  
Since 1950

**CAT**

Year: 2023

Model: WATER TRK

Hours: 0.0

Sales Price: \$175,000.00

Make: INTERNATIONAL  
TRUCKS

Family: ET&T TRUCKS

Serial Number: 3HAEKMMT1PL183798

ID Number: T102706

### Photos



**EMPIRE**  
Since 1950

**CAT**

**Year:** 2023

**Hours:** 0.0

**Make:** INTERNATIONAL  
TRUCKS

**Serial Number:** 3HAEKMMT1PL183798

**Model:** WATER TRK

**Sales Price:** \$175,000.00

**Family:** ET&T TRUCKS

**ID Number:** T102706

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**EMPIRE TRUCK AND TRAILER**

840 N. 43rd Avenue  
 Phoenix, AZ 85009  
 602-627-5721 / Phone  
 602-627-5719 / Fax  
 www.empirecat.com

**Quote-Sales Order**

**Customer:**  
 Apache County

**Date:** 09/20/23

**Quote:** -

**Contact:** John Harris  
**Phone:**  
**Fax:** -  
**Cell:** -  
**Email:** [jharris@co.apache.az.us](mailto:jharris@co.apache.az.us)

**Quote Expires:** 09/29/23  
**Est. Delivery Date:**  
**This Sale Is FOB:** Phoenix, AZ

**Stock #**      **Stock**

Qty	Description	Unit Price	Extension
3	New 2024 International HV607 Loading 4000 Gallon Water Trucks	159,000.00	477,000.00
	Vin's TBD		
	Currently three available		
	See attached specifications		
	Freight Delivered @ \$3500.00 each		10,500.00
			-
	Truck are limited in supply and may not be available at time of PO		-

\_\_\_\_\_  
 John Harris  
 Apache County  
 Apache County

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Empire Truck and Trailer  
 Salesperson      Mike Shannon  
                                  Greg Smith

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Empire Truck and Trailer  
 Approved

\_\_\_\_\_  
 Date

Order requires approval by manager of selling firm.

<b>Subtotal</b>	\$ 487,500.00
<b>Omnia Contract 212816-01 (3%)</b>	\$ (14,310.00)
<b>Trade-In Value</b>	\$ -
<b>State Sales Tax (8.3%)</b>	\$ 39,274.77
<b>Doc Fee</b>	\$ -
<b>Prep Fee</b>	\$ -
<b>License Fee</b>	\$ -
<b>Down Payment</b>	\$0.00
<b>Total</b>	\$ 512,464.77

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Election Department

Date/Signature: 9/19/2023 Rita Vaughan

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

Request approval of all Drop Boxes, Ballot Replacement Centers and Election Board for the upcoming November 7, 2023 Election

BOS Meeting Date Requested October 3, 2023

PRE-AGENDA ITEM REVIEW

Legal Review: Sent to Attorney's Office

Signature



Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

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

November 7, 2023  
Special Election  
Ballot Replacement Centers/Drop Boxes/Election Board

**Ballot Replacement Center**

Apache County Recorder's Office  
75 West Cleveland  
St. Johns, AZ 85936

**Drop Box Location**

St. Johns County Annex Building  
75 W Cleveland, St. Johns, AZ

Ft. Defiance Road Yard  
Route N54, Ft. Defiance, AZ

Round Valley County Annex  
309 S Mountain Ave, Springerville, AZ

**Election Day Only Ballot replacement sites**

Apache County Recorder's Office  
75 West Cleveland  
St. Johns, AZ 85936

Ft. Defiance Road Yard  
Route N54  
Ft. Defiance, AZ 86504

Round Valley Annex Building  
323 S Mountain Ave  
Springerville AZ 85938

**Early, Duplication, Provisional Board**

D-Elizabeth Castillo  
R-Beth Bond  
R-Tammy Davis  
D-Franchesca Romero

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

datetime stamp

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

Community Development

Date/Signature: Sep 18/2023 Marta Fitch

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

CONSENT AGENDA: possible approval of a Conditional Use Permit allowing State 48 Development Consulting to construct a 195-foot Monopole Wireless Communications Facility with ground equipment enclosed within a 200 by 200-foot compound. The property is located 7 miles east of Springerville, AZ on highway 60. A.P.N. 105-29-001. Section 14; Township 9N; Range 30E. Planning and Zoning recommended approval September 7, 2023

BOS Meeting Date Requested 10/3/2023

PRE-AGENDA ITEM REVIEW

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

Signature  \_\_\_\_\_

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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



**CONDITIONAL USE PERMIT APPLICATION**

**APPLICANT**

Name State 48 Development Consulting  
 Mailing Address 14301 N 87th Street #105  
Scottsdale, AZ 85260  
 Contact Person Tiffany Passehl  
 Phone: 307-287-5780 Fax N/A  
 Email: tiffany@state48consulting.com

**PROPERTY INFORMATION**

Assessor's Parcel # 105-29-001  
 Township 9N Range 30E Section 14  
 Subdivision N/A  
 Unit # N/A Lot # N/A  
 Address/Location Springerville, AZ 85938  
No property address listed  
 Existing Zoning N/A  
 Existing Land Use N/A  
 Lot Size 156.05

**CONDITIONAL USE PERMIT REQUEST**

Please provide a brief description of the request.  
Vertical Bridge is proposing to install a 195' Self Support Tower with  
associated equipment, in a 200' x 200' area, surrounded by  
a 6' high chain link fence compound with utility and access  
easements to the site.  
 Temporary Use:    Yes    No

**SUBMITTAL CHECKLIST**

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

**CERTIFICATION & SIGNATURE**

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

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

**Signature of Applicant**

Tiffany Passehl Date 08-03-2023

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

Date \_\_\_\_\_

**OFFICE USE ONLY**

Received By [Signature] Date 8/3/2023  
 Receipt # 1252 Fee \$500  
 Permit # 2023-35  
 Related Cases \_\_\_\_\_  
 Appeal Filed By \_\_\_\_\_ Date \_\_\_\_\_  
 Receipt # \_\_\_\_\_ Fee \_\_\_\_\_

**COMMISSION ACTION**

Approved  with Conditions \_\_\_\_\_ Denied \_\_\_\_\_  
 Resolution # \_\_\_\_\_ Date \_\_\_\_\_  
 Chairman [Signature] Date 8/3/23

**BOARD ACTION**

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

December 1, 2021



Project Narrative  
FOR  
AZ3\_Horseshoe\_Spring

T9N, R30E, Sec 14  
Springerville, AZ 85938  
APN: 105-29-001  
Jurisdiction: Apache County  
Zoning: N/A



Submitted by:

*Alexandra Crowe*

Alex Crowe  
Client Director  
State 48 Development Consulting  
14301 N. 87th Street #105  
Scottsdale, AZ 85260  
Mobile: (602) 935-0885  
Email: re@state48consulting.com  
www.state48consulting.com

## Project Narrative: Vertical Bridge, LLC

AZ3\_Horseshoe\_Spring APN: 105-29-001

### Purpose of Request:

Vertical Bridge is committed to improving coverage and expanding network capacity to meet customer demand throughout Apache County. Vertical Bridge is proposing to install a new 195' Self Support Tower, in a 200' x 200' area, on Parcel 105-29-001 at 34° 10' 34.38" N, 109° 08' 50.90" W. The owners of the parcel, LEE LIVING TRUST (LEE SHAWNA L & DANNY C), have approved the installation of the new cell tower. Alex Crowe as the applicant will be submitting all required documents on behalf of Vertical Bridge.

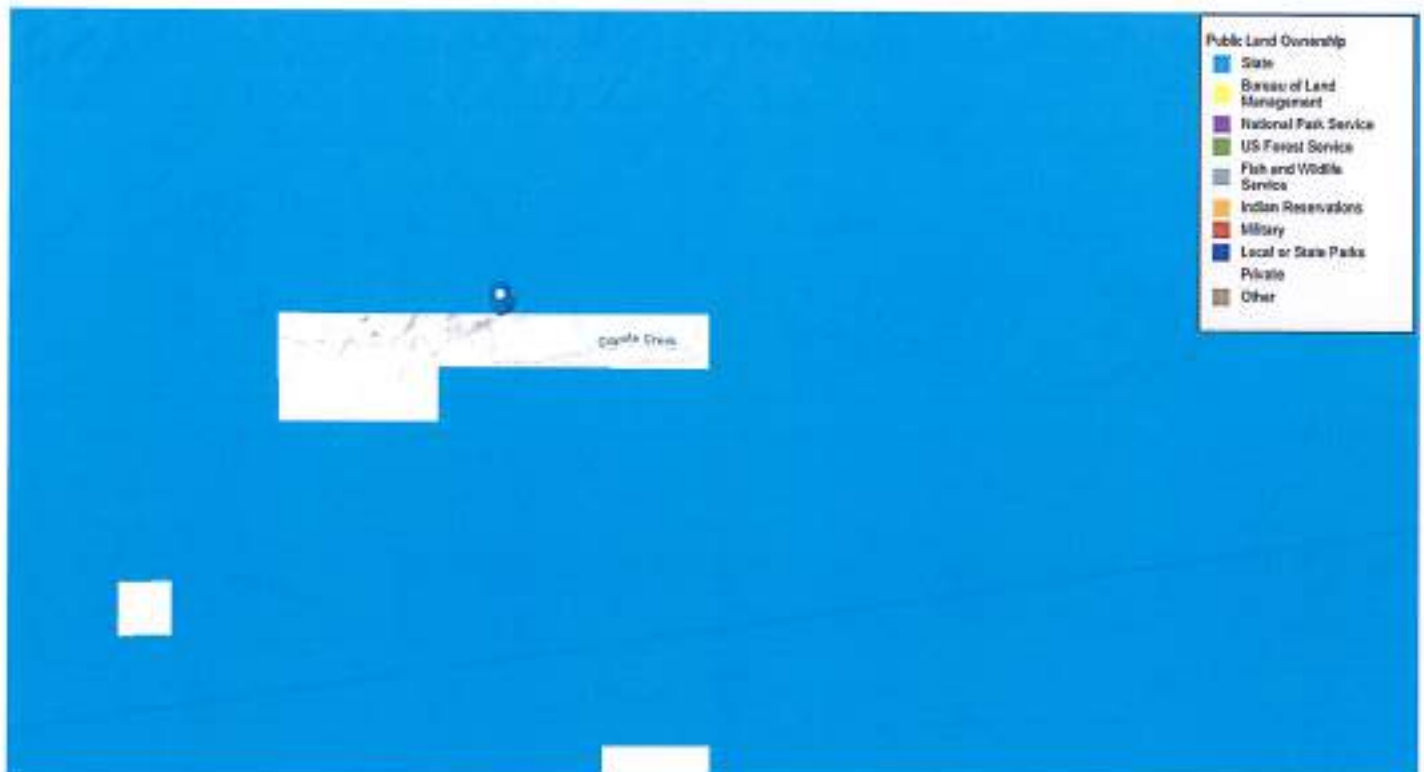
This wireless facility will provide residents, visitors, and businesses with high quality reliable wireless service for both personal and business purposes but also most importantly enhances emergency services, which is vital to the safety of the surrounding community.

### Description of Proposal:

This will be a new Wireless Telecommunications Facility. Vertical Bridge proposes to install a new 195' Self Support Tower with associated equipment, in a 200' x 200' area, surrounded by a 6' high Chain Link Fence compound, with utility and access easements as shown in the site plans.

### Site Description:

The subject parcel is bordered on raw land located on a ridge covered with brush. Parcel 105-29-001 is surrounded by Arizona State Trust Land from the North, East, and South sides and privately owned land from the West (APN: 105-25-001). The proposed location is near Old U.S. 60 approximately 117ft East of the proposed tower.



Aerial View: Figure A



Aerial View: Figure A1

Springerville Interagency Dispatch Center to Site Project:



LEGAL NOTICE  
PUBLIC HEARING  
APACHE COUNTY  
PLANNING AND ZONING  
COMMISSION

NOTICE IS HEREBY GIVEN that the Apache County Planning and Zoning Commission will hold a public hearing on Thursday, September 7, 2023, at 1:00 p.m. on the following application (s). The hearing will take place in the Board of Supervisors' Hearing Room, first floor, located at 75 W. Cleveland, St. Johns.

HEARING APPLICATION(S):

CUP 2023-25 55A Towers: Consideration and possible recommendation of approval to obtain a Conditional Use Permit to establish a 120-foot multi-carrier rusticated steel Monopole Wireless Communications Facility with ground equipment, enclosed within a 75-foot by 75-foot chain link compound. The property is located at 68 County Road 5120 in Concho, AZ. A.P.N. 201-49-082, Section 32; Township 12N; Range 25E.

CUP 2023-30 VB BTS I, LLC: Consideration and possible recommendation of approval to obtain a Conditional Use Permit to establish a 109-foot multi-carrier Wireless Communications Facility with ground equipment and solar photovoltaic system enclosed within a 100-foot by 200-foot compound. The proposed location is on an approximately 15-acre portion of the 160-acre parcel, located north of the Highway 80 mile marker 322.4 E. US Highway 80 Springerville, AZ. A.P.N. 105-33-001, Section 30; Township 9N; Range 30E.

CUP 2023-35 State 46 Development Consulting: Consideration and possible recommendation of approval to obtain a Conditional Use Permit to establish a 100-foot Monopole Wireless Communications Facility with ground equipment enclosed within a 200-foot by 200-foot compound. The property is located 7 miles east of Springerville, AZ on highway 80. A.P.N. 105-29-001, Section 14; Township 9N; Range 30E.

ZONE CHANGE 2023-29 David Lotquet: Consideration and possible recommendation of approval for a Change of Zoning Regulations from GA-2 (Greer Agricultural, 2-acre minimum) to GR-1 (Greer residential, 1-acre minimum) for future land division, sale, and development. The subject property is located at 139 Main St., Greer, AZ. A.P.N. 102-07-004H, Section 11; Township 7N; Range 27E.

Information on the above mentioned application(s) is available on the county Web site at [www.apachecountyaz.gov](http://www.apachecountyaz.gov) at least 24 hours prior to the scheduled meeting and available for review in the Apache County Community Development Department located at 75 W. Cleveland, St. Johns, AZ during normal business hours. Interested persons wishing to comment on any of these items may do so in writing, by e-mail, or appear and be heard at the date set forth. Comments can be sent to Apache County Community Development, P.O. Box 238, St. Johns, AZ 85856, or e-mail [planning@apachecountyaz.gov](mailto:planning@apachecountyaz.gov)

\*Pursuant to the Americans with Disabilities Act, the Apache County Planning & Zoning endeavors to ensure the accessibility of its meetings to all persons with disabilities. If you need an accommodation for a meeting, please contact Shanna during normal business hours at (928) 337-7528, TDD (928)-337-4400 at least 48 hours prior to the meeting (not including holidays) so that an accommodation may be arranged. One or more members of the Commission may participate telephonically or through video communication.

\*\*\*If you plan to attend the public meeting, please call (928) 337-7528

the day of the meeting to ensure that the meeting has not been canceled or postponed.

Published in the White Mountain Independent #178055, F, August 18, 2023

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Community Development

Date/Signature: Sep 10/2023 Murphy Fish

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

CONSENT AGENDA: possible approval of a Conditional Use Permit allowing Vertical Bridge BTS II, LLC to construct a 199-foot multi-carrier Wireless Communications Facility with ground equipment and solar photovoltaic system enclosed within a 100 by 200-foot compound. The proposed location is on approximately 15-acre portion of a 160-acre parcel, located north of the highway at mile marker 392.4 E, US Highway 60, Springerville, AZ. A.P.N. 105-33-001. Section 30; Township 9N; Range 30E. Planning and Zoning recommended approval September 7, 2023

BOS Meeting Date Requested 10/3/2023

PRE-AGENDA ITEM REVIEW

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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



# APACHE COUNTY — Community Development Department

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

## CONDITIONAL USE PERMIT APPLICATION

### APPLICANT

Name VB BTS II, LLC (Vertical Bridge)  
 Mailing Address c/o Destree Development, LLC  
22831 N. 21st St  
Phoenix, AZ 85024  
 Contact Person Reg Destree  
 Phone (602) 349-6930 Fax \_\_\_\_\_  
 Email destreedevlopment@gmail.com

### PROPERTY INFORMATION

Assessor's Parcel # 105-33-001  
 Township 9N Range 30E Section 30  
 Subdivision N/A  
 Unit # N/A Lot # N/A  
 Address/Location \_\_\_\_\_  
Mile Marker 392.4 E. US Hwy 60  
Springerville, AZ 85938  
 Existing Zoning A-G  
 Existing Land Use Grazing  
 Lot Size 160A

### CONDITIONAL USE PERMIT REQUEST

Please provide a brief description of the request.  
Use Permit for a 199' tall multi-carrier wireless tower  
within a 100' x 200' compound. There will be  
ground equipment and solar photovoltaic systems  
within the compound  
 Temporary Use: \_\_\_ Yes X No

### SUBMITTAL CHECKLIST

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

### CERTIFICATION & SIGNATURE

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

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

#### Signature of Applicant

Reg Destree - [Signature] Date 3/6/23

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

Robert Busk (Trustee) Date 3/6/2023

OFFICE USE ONLY	
Received By <u>[Signature]</u>	Date <u>7/20/23</u>
Receipt # <u>1156</u>	Fee <u>500</u>
Permit # <u>2023-30</u>	
Related Cases _____	
Appeal Filed By _____	Date _____
Receipt # _____	Fee _____

COMMISSION ACTION		
<input checked="" type="checkbox"/> Approved	with Conditions	Denied
Resolution # _____	Date _____	
Chairman <u>[Signature]</u>	Date <u>7/23</u>	
BOARD ACTION		
Approved	with Conditions	Denied
Ordinance # _____	Date _____	
Supervisor _____	Date _____	

**Sign Here**

December 1, 2021

# PROJECT NARRATIVE

FOR

## Vertical Bridge US-AZ-5115 Springerville & Hwy 60 199' Multi-Carrier Communications Tower

Mile Marker 392.4 E. US Hwy 60  
Springerville, AZ 85938  
APN: 105-33-001  
Jurisdiction: Apache County  
Zoning: AG



Submitted by:  
Reg Destree  
Destree Development, LLC  
22831 N. 21<sup>st</sup> St  
Phoenix, AZ 85024  
602-349-6930 (mobile)  
destreedevlopment@gmail.com

April 30, 2023

## **Purpose of Application**

As part of its ongoing effort to maintain the pre-eminent wireless network in Apache County, Verizon Wireless has engaged Vertical Bridge to develop several sites within Apache County to improve coverage and capacity for Verizon's network. This approach is being used to allow for the County to be built out faster than if Verizon was developing the sites directly. Vertical Bridge is one of a few companies who have been engaged for different locations throughout the County as part of an overall development plan meant to improve rural broadband and overall connectivity.

Vertical Bridge is a large tower development and management firm with sites throughout the Country and many within Arizona. It recently went through the Use Permit process for another proposed site east of Alpine which falls within the scope of this project.

This particular proposal is for a new site along Highway 60 up on the mesa east of Springerville. It is meant primarily to improve coverage along the highway coming up the hill out of Springerville and toward the border with New Mexico. This area has spotty coverage for several carriers and that is part of the reason why Vertical Bridge is proposing a multi-carrier site. While the anchor tenant will be Verizon Wireless, the structure is being developed to handle additional carriers at such time as they look to add coverage along the highway.

The primary focus for coverage and capacity was in more densely populated areas and along major thoroughfares within the last 5-10 years. As areas such as this have become more populated and technologies have advanced, it is becoming necessary to build additional structures to accommodate coverage for residents, visitors and travelers in these areas. Springerville and Eagar are well built out with sites to cover down in the valley but there is not a good solution to cover this section of Highway and east toward the border. There are a few homesteads this will help but primarily this site will improve coverage for those travelling along this stretch of highway.

Due to topography in the area, and the locations of the existing Verizon Wireless sites, there is a substantial dead zone in the area along the highway. Once users start coming up the hill out of Springerville and especially once they get up on the plateau, coverage becomes problematic. A before and after coverage map has been included with this submittal to demonstrate the anticipated coverage improvements for Verizon Wireless. As noted above, other carriers also have poor coverage in the area, and it is likely the site would provide a similar improvement area for them.

Vertical Bridge is requesting a Use Permit for a 199' tall multi-carrier wireless tower within a 100' x 200' compound. There will be ground equipment and solar photovoltaic systems within the compound.

## **Site Description**

The subject parcel is just over 160 acres and covers areas on both sides of Highway 60. This parcel is used for cattle grazing and is surrounded on all sides by Arizona State Land or other land owned by the Burk family. The nearest homes are over 1.25 miles away and down the hill. They likely won't see this at all. The nearest homestead up on the mesa is about 1.5 miles to the WNW of the site. There are no homes north or south of this site for a long distance. This site is located on open grazing land which has an old quarry to the east on State Trust Land. We've located the proposed site on the north side of the highway to keep it out of the viewshed for folks travelling on the highway looking toward Escudilla Mountain.

The compound will be just off the existing gravel road which enters State Land southwest of the site at an existing, open range gate from Highway 60. We will be pursuing an access ROW over the existing roadway from ASLD for the portion from the range fence entrance over to our subject parcel.

## **Site History**

Verizon Wireless has been working on providing coverage in Apache County for many years. That often involves a few sites every year. This has also led to a few being approved but never built over the years. Now that 5G is being deployed to provide rural broadband coverage throughout much of Apache County, Verizon has a need for several sites within the next year or two. Verizon approached several tower developers about different sites throughout the County. Vertical Bridge is one of the two main tower developers and currently is looking at this site, the site previously mentioned just east of Alpine and several in Navajo County. These are targeted locations requested by Verizon. They are also all generally poor coverage areas for the other carriers serving the market, so these multi-carrier solutions make a lot of sense for all parties.

As noted above, Verizon is making an aggressive push to fill in holes in its network in rural areas especially in Apache and Navajo Counties and issued a search ring for a location to cover the highway. The original proposed location by the carrier was about 1.5 miles to the west and slightly down the mesa. When I spoke with the engineer to determine the desired coverage it became clear that going up on the mesa would be more effective, especially since Verizon is now looking to collocate on a site near the rodeo grounds to improve capacity down in the bowl on the east side of Springerville to cover that area.

I reached out to several of the large landowners for the private land at the top of the mesa and the grazing land to the northeast of this parcel. I actually ran into Scott Burk when I was out looking one day, spoke to him and he spoke to his family about leasing this space for this purpose. The other two parties decided they were not interested and we moved forward with this proposal. The other parcels were located closer to town and would have been more visible from homes in that area.

## **Description of Proposal**

The proposed site development includes placement of panel antennas and a microwave dish on a new 195' lattice self-support tower with a 4' lightning rod. The panel antennas are used for coverage to communicate with phones and other devices and the microwave dish is used to provide backhaul to the site in case there is not sufficient fiber service in this area. The 199' height is the maximum height we can do without more substantial coordination with FAA, including lighting. Due to the topography, Verizon's antennas will be at 190' on the tower to try and get signal as far east along the highway as possible. The tower will be structurally capable of handling additional carriers and have usable space available within the compound.

The proposed location is on an approximately 15 acre portion of the 160 acre parcel located north of the highway. This was chosen as the land is flat, has good access from the highway through the existing gate and access driveway. Staying north of the Highway also keeps the tower out of the viewshed toward the mountains to the south.

The 100' x 200' compound is located off of the property lines and the tower is in the northeast portion of the compound. The tower is about 110' from the ASLD land to the north and is designed with a reclining length to remain on site. The tower is over 300' to the ASLD land to the west, over 400' to the Highway to the south and almost 1,000' to the ASLD land to the east which has the old quarry on it.

The Verizon radio equipment will be on a small outdoor platform. The site will have an emergency back-up generator for each carrier when built. Each carrier also will need an approximately 3,000-5,000 Sq ft space for its solar PV system. The PV systems will be located within the south portion of the compounds.

Access to the site will come from the existing open range gate on the north side of Highway 60 and then across the existing driveway on ASLD land. As noted above, we will be pursuing a ROW from ASLD for use of the existing driveway. The nearest power to the site appears to be along the old Hwy 60 and is

across several private and ASLD parcels and does not appear feasible, hence the solar PV systems. We will be exploring possible fiber backhaul options but anticipate this site will need a microwave dish for carrier backhaul.

The site will take about 90-120 days to construct, and once complete, will be visited approximately once per month for maintenance. This development is unoccupied and does not involve water or sewer. There will not be any changes to existing watercourses or an impact on off-site discharge of rainwater.



**Citizen Participation Plan**

In addition to the required public hearings, I consulted directly with ADOT regarding this proposal and their only concern was whether the tower would be set back at least 1:1 from the highway ROW. I let them know it is double that. ASLD has also been informed of the proposal and their only involvement will be in the ROW grant process. As mentioned before, I have spoken with the two landowners closest to the west and they are both aware this site is being explored but were not interested in having the site on their property. The nearest privately owned land is grazing land about 2,000' NW of this parcel, the next nearest parcel is over 1 ¼ miles away. If I do happen to receive any additional feedback I will inform staff.

**Conclusion**

This type of facility requires a Conditional Use Permit in Apache County. This proposal meets the letter and intent of the Ordinance and Vertical Bridge is requesting a Conditional Use Permit of this proposed site for the maximum length of time available. This site will benefit residents, visitors and travelers and definitely help improve safety along this stretch of highway.

# Young design corp

architecture project management  
PHOTOGRAPHIC SIMULATION



---

## SITE LOCATION MAP



**SITE NAME:** AZ3 SPRINGERVILLE &  
HWY 60

**SITE LOCATION:** 34.147124 NORTH  
109.211903 WEST

**DATE:** 2/15/2023

**APPLICANT:** VERTICALBRIDGE

**CONTACT:** TIM ALLEN  
484-524-3368

2018 GOOGLE MAPS  
THE INCLUDED PHOTOGRAPH SIMULATION(S) ARE INTENDED FOR VISUAL REPRESENTATIONS ONLY. THEY ARE NOT TO BE USED FOR CONSTRUCTION PURPOSES. THE MATERIALS REPRESENTED WITHIN THE INCLUDED PHOTOGRAPHIC SIMULATION(S) ARE SUBJECT TO CHANGE.

LEGAL NOTICE  
PUBLIC HEARING  
APACHE COUNTY  
PLANNING AND ZONING  
COMMISSION

NOTICE IS HEREBY GIVEN that the Apache County Planning and Zoning Commission will hold a public hearing on Thursday, September 7, 2023, at 1:00 p.m. on the following application(s). The hearing will take place in the Board of Supervisors' Hearing Room, first floor, located at 75 W. Cleveland, St. Johns.

HEARING APPLICATION(S):

CUP 2023-08 SBA Towers: Consideration and possible recommendation of approval to obtain a Conditional Use Permit to establish a 120-foot multi-carrier nantiated steel Monopole Wireless Communications Facility with ground equipment, enclosed within a 75-foot by 75-foot chain link compound. The property is located at 68 County Road 5126 In Concho, AZ. A.P.N. 201-69-060, Section 33; Township 12N; Range 20E.

CUP 2023-30 VO STS II, LLC: Consideration and possible recommendation of approval to obtain a Conditional Use Permit to establish a 189-foot multi-carrier Wireless Communications Facility with ground equipment and solar photovoltaic system enclosed within a 100-foot by 200-foot compound. The proposed location is on an approximately 15-acre portion of the 160-acre parcel, located north of the Highway at mile marker 362.4 E. US Highway 60 Springerville, AZ. A.P.N. 105-33-001, Section 30; Township 9N; Range 30E.

CUP 2023-35 State 48 Development Consulting: Consideration and possible recommendation of approval to obtain a Conditional Use Permit to establish a 195-foot Monopole Wireless Communications Facility with ground equipment enclosed within a 200-foot by 200-foot compound. The property is located 7 miles east of Springerville, AZ on Highway 60. A.P.N. 105-29-001, Section 14; Township 9N; Range 30E.

ZONE CHANGE 2023-09 David Lotquet: Consideration and possible recommendation of approval for a Change of Zoning Regulations from SA-2 (Sewer Agricultural, 2-acre minimum) to GR-1 (Greer residential, 1-acre minimum) for future land division, sale, and development. The subject property is located at 139 Main St., Greer, AZ. A.P.N. 102-07-004H, Section 11; Township 7N; Range 27E.

Information on the above mentioned application(s) is available on the county Web site at [www.apachecountyaz.gov](http://www.apachecountyaz.gov) at least 24 hours prior to the scheduled meeting and available for review in the Apache County Community Development Department located at 75 W. Cleveland, St. Johns, AZ during normal business hours. Interested persons wishing to comment on any of these items may do so in writing, by e-mail, or appear and be heard at the date set forth. Comments can be sent to Apache County Community Development, P.O. Box 238, St. Johns, AZ 86206, or e-mail [planning@apachecountyaz.gov](mailto:planning@apachecountyaz.gov)

Pursuant to the Americans with Disabilities Act, the Apache County Planning & Zoning endeavors to ensure the accessibility of its meetings to all persons with disabilities. If you need an accommodation for a meeting, please contact Shanna during normal business hours at (928) 337-7536, TDD (928) 337-4692 at least 48 hours prior to the meeting (not including holidays) so that an accommodation may be arranged. One or more members of the Commission may participate telephonically or through video communication.

\*\*\*If you plan to attend the public meeting, please call (928) 337-7525

the day of the meeting to ensure that the meeting has not been cancelled or postponed.

Published in the White Mountain Independent; #178050, F, August 16, 2023

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

detailed stamp

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

Community Development

Date/Signature: Sep 18 / 2023 M. J. Lofquist

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

CONSENT AGENDA: possible approval for a Change of Zoning Regulations allowing David Lofquist to rezone his 3.9 +/- acre parcel from GA-2 (Greer Agricultural, 2-acre minimum) to GR-1 (Greer residential, 1-acre minimum) for future land division, sale, and development. The subject property is located at 139 Main St., Greer, AZ. A.P.N. 102-07-004H. Section 11: Township 7N; Range 27E. Planning and Zoning recommended approval September 7, 2023

BOS Meeting Date Requested October 3, 2023

PRE-AGENDA ITEM REVIEW

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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



# APACHE COUNTY — Community Development Department

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

## ZONE CHANGE APPLICATION

### APPLICANT

Name David Lofquist  
 Mailing Address PO Box 46  
Greer, AZ 85927  
 Contact Person David Lofquist  
 Phone 361-557-0830 Fax \_\_\_\_\_  
 Email davidjlofquist@gmail.com  
 Status (Owner, Lessee, Agent, etc.) owner

### PROPERTY INFORMATION

Assessor's Parcel # 102-07-004H  
 Township 7N Range 27E Section 12  
 Subdivision N/A  
 Unit # N/A Lot # N/A  
 Address/Location 139 Main St.  
Greer, AZ 85927  
 Lot Size 3.9 acres

### USE

Existing Zone Greer Agricultural  
 Requested Zone Greer Residential  
 Existing Use of the Property Residential  
 Proposed Use of the Property Residential

### SUBMITTAL CHECKLIST

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

### CERTIFICATION & SIGNATURE

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

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

#### Signature of Applicant

DA Lofquist Date 6/14/23

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

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

### OFFICE USE ONLY

Received By M. Ford Date July 10  
 Receipt # 1169376 Fee 3600.00  
 Permit # 2023-29  
 Related Cases \_\_\_\_\_  
 Appeal Filed By \_\_\_\_\_ Date \_\_\_\_\_  
 Receipt # \_\_\_\_\_ Fee \_\_\_\_\_

### COMMISSION ACTION

Approved  with Conditions  Denied  
 Commissioner Jane Platt Date 7/23

### BOARD ACTION

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

6/30/2018

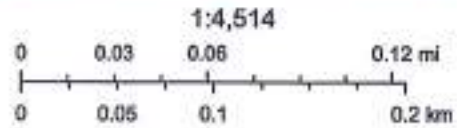


# Apache County Engineering

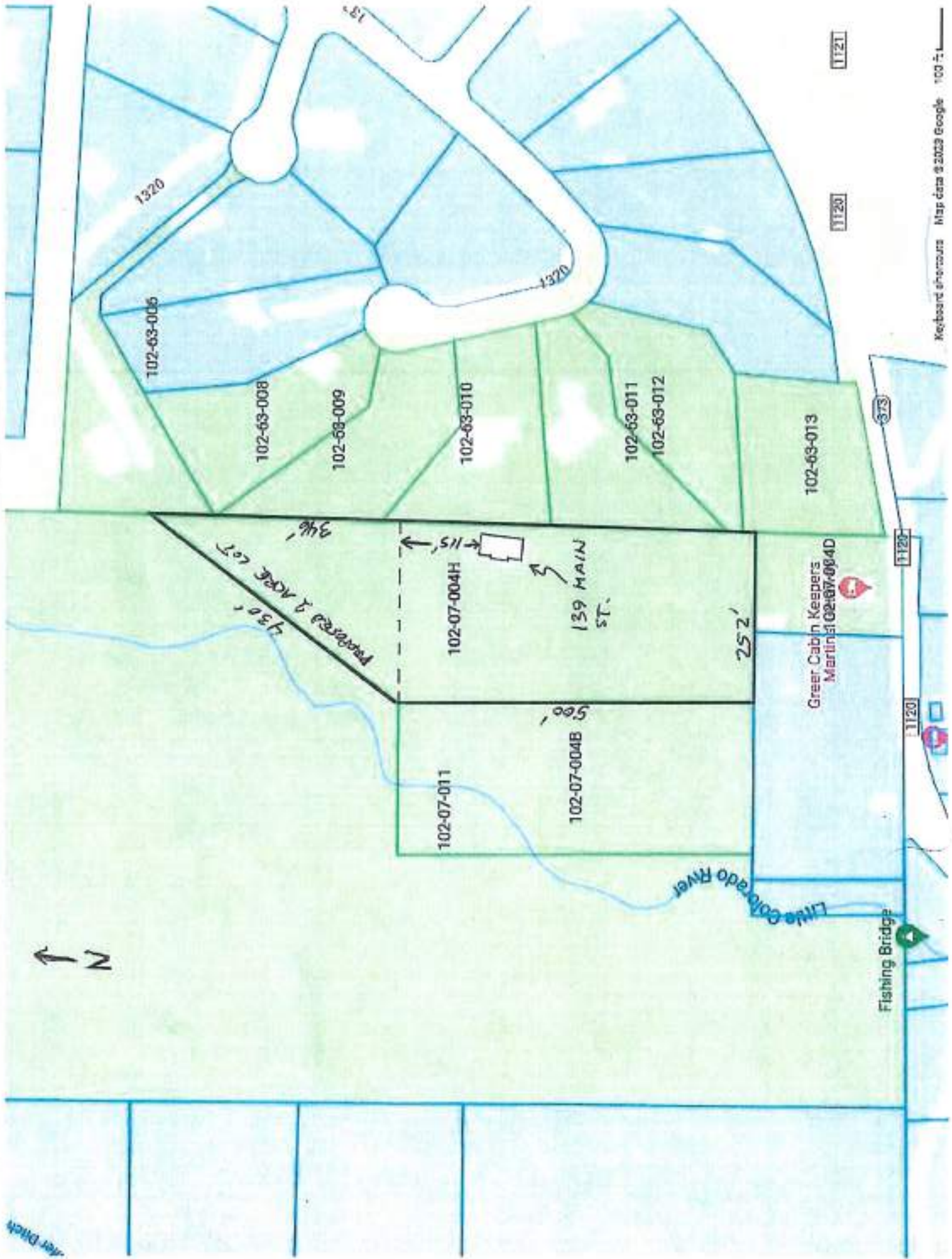


8/3/2023, 8:18:05 AM

- Parcels7112023
- SupervisorBoundary11102022
- County Roads
- Highways
- N Roads
- Subdivisions04042023
- Passable
- Apache County



Measr



↑ N

Map Data

1320

102-63-006

102-63-008

102-68-009

102-63-010

102-63-011

102-63-012

102-63-013

102-07-004H

102-07-004B

102-07-011

430'  
Prepared & Acquired lot

946'

252'

139 MAIN ST.

Little Colorado River

Fishing Bridge

Greer Cabin Keepers  
Martini 02-18-09-094D

1121

1120

1120

1120

373

LEGAL NOTICE  
PUBLIC HEARING  
APACHE COUNTY  
PLANNING AND ZONING  
COMMISSION

NOTICE IS HEREBY GIVEN that the Apache County Planning and Zoning Commission will hold a public hearing on Thursday, September 7, 2023, at 1:00 p.m. on the following application(s). The hearing will take place in the Board of Supervisors' Hearing room, first floor, located at 75 W. Cleveland, St. Johns.

HEARING APPLICATION(S):

CUP 2023-28 SRA Towers: Consideration and possible recommendation of approval to obtain a Conditional Use Permit to establish a 100-foot multi-carrier rusticated steel Monopole Wireless Communications Facility with ground equipment, enclosed within a 75-foot by 75-foot chain link compound. The property is located at 88 County Road 5128 in Corcho, AZ. A.P.N. 201-49-262. Section 30; Township 12N; Range 26E.

CUP 2023-90 VB 878 II, LLC: Consideration and possible recommendation of approval to obtain a Conditional Use Permit to establish a 189-foot multi-carrier Wireless Communications Facility with ground equipment and solar photovoltaic system enclosed within a 100-foot by 200-foot compound. The proposed location is on an approximately 15-acre portion of the 160-acre parcel, located north of the Highway at mile marker 382.4 E. US Highway 60 Springerville, AZ. A.P.N. 105-03-001. Section 30; Township 9N; Range 30E.

CUP 2023-35 State 48 Development Consulting: Consideration and possible recommendation of approval to obtain a Conditional Use Permit to establish a 193-foot Monopole Wireless Communications Facility with ground equipment enclosed within a 200-foot by 200-foot compound. The property is located 7 miles east of Springerville, AZ on Highway 60. A.P.N. 105-29-001. Section 14; Township 9N; Range 30E.

**ZONE CHANGE 2023-29 David Lakovic:** Consideration and possible recommendation of approval for a Change of Zoning Regulations from QA-2 (Greer Agriculture, 2-acre minimum) to GR-1 (Greer residential, 1-acre minimum) for future land division, sale, and development. The subject property is located at 109 Main St., Greer, AZ. A.P.N. 102-07-004H. Section 11; Township 7N; Range 27E.

\*Information on the above mentioned application(s) is available on the county Web site at [www.apachecountyaz.gov](http://www.apachecountyaz.gov) at least 24 hours prior to the scheduled meeting and available for review in the Apache County Community Development Department located at 75 W. Cleveland, St. Johns, AZ during normal business hours. Interested persons wishing to comment on any of these items may do so in writing, by e-mail, or appear and be heard at the date set forth. Comments can be sent to Apache County Community Development, P.O. Box 238, St. Johns, AZ 85808, or e-mail [planning@apachecountyaz.gov](mailto:planning@apachecountyaz.gov)

\*Pursuant to the Americans with Disabilities Act, the Apache County Planning & Zoning endeavors to ensure the accessibility of its meetings to all persons with disabilities. If you need an accommodation for a meeting, please contact Sharna during normal business hours at (928) 337-7525, TDD (928)-937-4452 at least 48 hours prior to the meeting (not including holidays) so that an accommodation may be arranged. One or more members of the Commission may participate telephonically or through video communication.

\*\*\*If you plan to attend the public meeting, please call (928) 337-7525

the day of the meeting to ensure that the meeting has not been cancelled or postponed.

Published in the White Mountain Independent: #178030, P, August 18, 2023

# NOTICE

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

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

Thursday, September 7, 2023

AT 1 p.m.

FOR THE PURPOSE OF

## Zone Change

ZONE CHANGE 2023-29 David Lofquist: Change of Zoning  
Regulations from GA-2 (Greer Agricultural, 2-acre minimum)  
to GR-1 (Greer residential, 1-acre minimum)

FOR THE PROPERTY DESCRIBED AS FOLLOWS:

Parcel/Reference Number: 102-07-004H

Location/Legal Description: Section: 11, Township: 7N, Range: 27E

All interested persons are encouraged to attend the public hearing.

# HEARING

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Michael Latham, Presiding Judge

Date/Signature:



9/25/23

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

Request approval for the FY24 Fill the Gap Grant Application in the amount of \$31,098.90. These funds are generated from court fines and fees and set aside for necessary court operations within Apache County. The State regulates these funds and requires this application submission each fiscal year, as well as a final accounting at the end of that fiscal year. The requested amount is within the Court's budget.

*THIS IS A REVISION OF THE GRANT SUBMITTED IN AUGUST 2023.*

BOS Meeting Date Requested October 3, 2023

PRE-AGENDA ITEM REVIEW

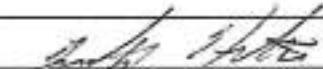
Legal Review:

Signature



Finance Review:

Signature



Human Resources Review:

Signature

Other Review:

Signature

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

Personal Account

- [Settings \(/user/settings\)](#)
- [Manage Collaborators](#)
- [Sitemap \(/user/sitemap\)](#)

## Fill the Gap Application

What is the name of the court: \*

Please enter the court's full name (e.g., Cactus County Superior Court or Town of Cholla City Court)

County \*

SC

 X

Your Title: \*

Your Phone Number: \*

Are you the primary contact? \*

- Yes
- No

**Project Title \***

Automation

Provide a brief descriptive title for this project.

**Project Start Date \***

07/01/2023

If funding is approved, what is the start date for this project?

**Project End Date \***

06/30/2024

Please indicate the proposed completion date for this project. Keep in mind the time needed to finish the project, process invoices, allow for delays, etc.

**Have you applied/will you apply to other funding programs for this project? \***

- Yes
- No

**The Court's Fill the Gap funds are requested for: \***

- New Project
- Continue Project: Time, Money or Additional Staff

**GPT #: Reference number if known on continued project**

2401FTG001

## Budget Information

### Amount of State Fill the Gap funds requested: \*

\$ 10646.08

You may request up to the full allocation of state funds for your county as reported to the Superior Court.

### Amount of Local Fill the Gap funds requested (5% set-aside monies) \*

\$ 20449.82 USD

### Local Balance (Court Portion): \*

\$ 222324.42 USD

Report here your current balance of local (5% set-aside) FTG funds, including any carryover from the prior year's disbursement.

### Local Balance Effective (Certified by Local Finance) As Of : \*

07/12/2023

List the date the local balance above was certified by your local finance office.

### Total Amount of Application Request \*

\$ 31095.9 USD

List here the combined total amount of local and state FTG monies requested.

### List other active approved grants for Fill the Gap for this court.

N/A

Include project title, amount of the award, project dates

## Project Information

### Brief Description of Project and Expected Outcomes: \*

This request is for automation purposes only. Funding will help offset the rising cost of ACAP device fees. Funds requested represents device fee usage of 68% to process criminal cases in Apache County. Currently this fund does not generate enough revenue to support staffing needs. Current staff has absorbed any additional responsibilities due to vacant positions. The Superior Court continues to operate on the same budget as previous years with the exception

Describe the purpose of the project, why it is needed, and the expected results and benefits for the court. Be sure to include a clear connection to the criteria of improving criminal case processing.

**NOTE:** For courts with multiple projects, list each individual project, including a descriptor, the expected outcomes and the clear connection between the project and how it addresses the criteria of improving criminal case processing.

**If requesting funds to pay ACAP device fees, the application must state how the court is prorating the total ACAP assessment to cover only the portion of ACAP fees applicable to criminal case processing.**

### List the project's performance measures: \*

**B** *I* U ☰ ☷ ” ☰

\* Funds requested are strictly for annual ACAP device fees for the Superior Court and Clerk of Court (68% of total annual fee that represents device usage for processing criminal matters).

List the measurable and/or reportable items that demonstrate how well the project met the expected benefits listed above. Examples are provided below. There should be a measurable performance measure for each expected benefit of the project. Keep in mind that the court will need to report on each performance measure at the close of the project.

AOC staff may modify performance measures if needed and will consult with the court as necessary.

Should you have any questions, please feel free to contact us prior to submitting your application.

**Examples of Performance Measures: SMART Format: (specific, measurable, achievable, realistic, timely)**

- Number of files to be purged or cleaned up for the purpose of...
- Report on total hours worked in fiscal year....and dollars expended per position funded by the grant
- Statistical data demonstrating the project's benefit to the court, i.e. case clearance rate FY X compared to FY Y;
- Provide proof of purchase (invoice/receipts) for grant funded (items/services)
- Number of attendees at grant-supported training

## Budget Information

## Budget Detail\*

7	6	A	B	C	D
8	7				
9	8				
10	9				
11	10				
12	11				
13	12				
14	13				
15	14				
16	15				
17	<b>Total</b>	-	-		<b>20449.82</b>


\* Please identify:

Department: Superior Court; Justice Court; Clerk of Court

Category: Personnel; Professional Services; Travel; Other Operating; Office Equipment/Furniture; Computer Equipment

Please note: DO NOT add any dollar signs (\$) or any alpha characters into the "Amount Requested" column of the table. Insertion of these will result in a misrepresentation of the intended total of the requested amount being submitted by the court.

**Personnel\***



7	6	A	B	C	D	E
8	7					
9	8					
10	9					
11	10					
12	11					
13	12					
14	13					
15	14					
16	15					
17	Total	-	0	-	0	

\*Please Identify:

Department: Superior Court; Justice Court; Clerk of Court

Please note: DO NOT add any dollar signs (\$) or any alpha characters into the "# of Positions" or the "Salary & ERE" columns of the table. Insertion of these will result in a misrepresentation of the intended total of the requested amount being submitted by the court.

**Equipment\***



	A	B	C	D
1	-	Department(See op	Type of Equipment	Amount
2	1	Superior Court	ACAP Device Fees	12269.89
3	2	Clerk of Court	ACAP Device Fees	8179.93
4	3			
5	4			
6	5			
7	6			
8	7			
9	8			
10	9			

Please Identify:

Department: Superior Court; Justice Court; Clerk of Court

Please note: **DO NOT** add any dollar signs (\$) or any alpha characters into the "Amount" column of the table. Insertion of these will result in a misrepresentation of the intended total of the requested amount being submitted by the court.

### Signatures of Submitting Parties:

The undersigned acknowledge they have reviewed the proposal and it meets with their approval. I certify that this request for funding has been discussed with administrative staff and judicial offices in the county. **All 4 (four) signatures are REQUIRED.**

**NOTE:** To sign, submitters will share this application with the Presiding Judge of the County, the Clerk of the Superior Court, the Presiding Justice of the Peace, and the Chair of the Board of Supervisors for their approval. To sign, these individuals, or their designees, simply type their names and dates in the fields provided.

Submitters:

- Use the collaborator feature at the top of the application form to share this application with signatories.

- Alternately, you may save a draft, download that draft and present to all required signatories.
- You would then upload the scanned signed application back into the portal using the upload option below, and then submit for review.

### Instructions for Submitter on Obtaining Board of Supervisors Approval

As a signature from the Chairman of the Board of Supervisors in your county is required for this application, you may screen-print a draft of the application and send it to the Chairman asking for his/her approval and then uploading that approval back into your application as a supporting document. Alternatively you may include a letter of support from the BOS or minutes from the board meeting approving the request, etc. Use the upload option below to add this or other documentation to your application.

### Signature Approval



	A	B	C	D
1	Michael Latham	9/12/2023	Annell Hounshell	09/12/2023
2	Presiding Judge, Su	Date	Clerk of the Superio	Date
3	Butch Gunnels	9/12/2023		
4	Presiding Justice of	Date	County Board of Su	Date

Please upload any supporting documents \*



FTG\_FY24\_Application\_-\_Apache\_County\_.pdf



Choose File

Select up to 11 files to attach. You have attached 1. You may add 10 more files.

Acceptable file types: .csv, .doc, .docx, .odt, .pdf, .rtf, .txt, .wpd, .wpl, .gif, .jpg, .jpeg, .png, .svg, .tif, .tiff, .aac, .aiff, .flac, .m4a, .mp3, .ogg, .wav, .wma, .3gp, .avi, .flv, .m4v, .mkv, .mov, .mp4, .mpg, .webm, .wmv, .xls, .xlsx, .zip

Examples of supporting documents could be minutes or approval from the Board of Supervisors meeting indicating approval and support for funding for the fiscal year identified on the application.

**⚠ PLEASE DO NOT SUBMIT THIS APPLICATION UNTIL YOUR COLLABORATORS or REQUIRED SIGNATORIES HAVE HAD THE OPPORTUNITY TO REVIEW THE INFORMATION AND APPROVED ⚠**

Save Draft

Submit Form

✔ Last Saved a few seconds ago

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name:

Engineering

Date/Signature: 9/25/23 *Ch. P. [Signature]*

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

Discussion and possible approval to enter into an Intergovernmental Agreement with the Arizona Department of Transportation for Highway Safety Improvement Program projects. The projects are located at the CR 5020 & US 180A intersection, and the CR 2108 & US 191 intersection.

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature *[Signature]*

Finance Review:

Signature *[Signature]*

Human Resources Review:

Signature

Other Review:

Signature

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

ADOT CAR No.: IGA 23-0009377-1  
AG Contract No.: P0012023001481  
Project Location/Name: CR 5020 & US  
180A and CR 2108 & US 191  
Type of Work: Install Rumble Strips and  
Stop Signs  
Federal-aid No.: HSIP-AAP-0(208)D  
ADOT Project No.: T0467 01D/03D/01C  
TIP/STIP No.: HSIP 24-002D/C  
CFDA No.: 20.205 - Highway Planning and  
Construction  
Budget Source Item No.: NA

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
APACHE COUNTY

**THIS AGREEMENT** ("Agreement") is entered into this date \_\_\_\_\_, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the APACHE COUNTY, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the "County" or "Local Agency"). The State and the Local Agency are each individually referred to as a "Party" and are collectively referred to as the "Parties."

### **I. RECITALS**

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Local Agency is empowered by A.R.S. § 11-251 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. The work proposed under this Agreement consists of installation of traffic control devices and safety improvements at the T intersection on County Road 5020 and US 180 and on County Road 2108 at US 191, (the "Project"). The Project cost, shown in Exhibit A, is estimated at \$625,403.00, which includes federal aid. The State will administer the design and advertise, bid and award, and administer the construction of the Project.

4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Local Agency and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Local Agency for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.
5. The foregoing Recitals and Exhibit A shall be incorporated into this Agreement.

**In consideration of the mutual terms expressed herein, the Parties agree as follows:**

---

## **II. SCOPE OF WORK**

1. The Parties agree:
  - a. The Project will be completed, accepted, and paid for in accordance with the requirements of the Project plans and specifications.
  - b. The final cost estimate may exceed the initial estimate identified in Exhibit A, and in such case, the Local Agency is responsible for and agrees to pay, the difference prior to bid advertisement.
  - c. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Local Agency is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project and returned to the State. The Local Agency acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.
2. The State will:
  - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Local Agency's designated agent for the Project.
  - b. If Project Development Administration ("PDA") or design costs exceed the estimate during the development of design, notify the Local Agency, obtain concurrence prior to continuing with the development of design, and invoice as determined by ADOT and the Local Agency for additional PDA costs to complete the design the Project. If design costs exceed the estimate prior to completion of design, invoice the Local Agency for Project costs exceeding design. After the Project costs are finalized invoice or reimburse the Local Agency for the difference between actual costs and the amount the Local Agency has paid for PDA and design.
  - c. Submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be approved for scoping/design. After receipt of FHWA authorization, proceed to advertise for and enter into contract(s) with the consultant(s) for the design and

post-design of the Project. Should costs exceed the maximum federal funds available it is understood and agreed that the Local Agency will be responsible for any overage.

- d. Prepare and provide all documents pertaining to the design and post-design of the Project, incorporating comments from the Local Agency, as appropriate. Review and approve documents required by FHWA to qualify the Project for and to receive federal funds. Perform tasks that may consist of, but are not limited to, preparation of environmental documents; analysis and documentation of environmental categorical exclusion determinations; geologic materials testing and analysis; right of way related oversight and stewardship activities; preparation of reports, design plans, maps, specifications and cost estimates and other related tasks essential to the design development of the Project.
  - e. After completion of design and receipt of actual PDA costs and the difference between the final and initial construction cost estimates, if applicable, submit all required documentation to FHWA with the recommendation that the maximum federal funds programmed for construction of this Project be approved. Should costs exceed the maximum federal funds available, it is understood and agreed that the Local Agency will be responsible for any overage.
  - f. After receipt of FHWA authorization, proceed to advertise for, receive and open bids, award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain Local Agency concurrence and invoice the Local Agency for the difference between the construction cost estimate and the bid amount prior to awarding the contract.
  - g. Notify the Local Agency of completion and final acceptance of the Project; coordinate with the Local Agency and turn over full responsibility of the Project improvements.
  - h. Not be obligated to maintain the Project, should the Local Agency fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.
3. The Local Agency will:
- a. Designate the State as the Local Agency authorized agent for the Project.
  - b. Agree to be responsible for actual PDA and design costs, if during the development of design, such costs exceed the initial estimate. Be responsible and pay for the difference between the estimated and actual PDA and design costs of the Project within 30 days of receipt of an invoice.
  - c. Review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the State as appropriate.
  - d. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State, any outstanding PDA, design costs, and the

- difference between the final and initial construction cost estimates, as may be applicable. Be responsible for and pay the difference between the estimated construction cost and Project bid amount prior to award. After Project completion, be responsible for and pay any outstanding Project costs, within 30 days of receipt of an invoice.
- e. Be responsible for all costs not covered by federal funding that are incurred in performing and accomplishing the work as set forth under this Agreement. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Local Agency is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.
  - f. Certify that all necessary rights of way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right of way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right of Way personnel during any right of way process performed by the Local Agency, if applicable.
  - g. As applicable, the Local Agency shall certify that it has adequate resources to discharge the Local Agency's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that they will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual (23 CFR 710.201). Additionally the Local Agency shall certify that all real estate related activities requiring licensure are performed by licensed individuals as defined by the Arizona Department of Real Estate (A.R.S. §§ 32-2121 & 32-2122).
  - h. Not permit or allow any encroachments on or private use of the right of way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Local Agency shall take all necessary steps to remove or prevent any such encroachment or use. Provide a copy of encroachment permits issued within the Project limits to the State.
  - i. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter the Local Agency's rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said Local Agency's rights of way. This temporary right will expire with completion of the Project.
  - j. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve a location within the final right of way to re-establish the prior right location for those utilities with prior rights.

- k. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any Local Agency requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the Local Agency. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.
- l. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.

### **III. MISCELLANEOUS PROVISIONS**

1. **Effective Date.** This Agreement shall become effective upon signing and dating of all Parties.
2. **Amendments.** Any change or modification to the Project will only occur with the mutual written consent of both Parties.
3. **Duration.** The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.
4. **Cancellation.** This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
5. **Indemnification.** The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.

6. Third-Party Indemnification. The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the Local Agency shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Local Agency.
7. Programmed Federal Funds. The cost of scoping, design, construction and construction engineering work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The Local Agency acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the Local Agency agrees to pay the difference between actual costs of the Project and the federal funds received.
8. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
9. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.
10. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
11. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
12. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
13. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
14. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
15. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."

16. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
17. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
18. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
19. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
20. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
21. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

**For Agreement Administration:**

Arizona Department of Transportation  
 Joint Project Agreement Group  
 205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
 Phoenix, AZ 85007  
[JPABranch@azdot.gov](mailto:JPABranch@azdot.gov)

Apache County  
 Attn: Ferrin Crosby  
 75 W. Cleveland St.  
 St. Johns, AZ 85936  
 928.337.7528  
[fcrosby@co.apache.az.us](mailto:fcrosby@co.apache.az.us)

**For Project Administration:**

Arizona Department of Transportation  
 Project Management Group  
 205 S. 17<sup>th</sup> Avenue, Mail Drop 614E  
 Phoenix, AZ 85007  
[PMG@azdot.gov](mailto:PMG@azdot.gov)

Apache County  
 Attn: Ferrin Crosby  
 75 W. Cleveland St.  
 St. Johns, AZ 85936  
 928.337.7528  
[fcrosby@co.apache.az.us](mailto:fcrosby@co.apache.az.us)

**For Financial Administration:**

Arizona Department of Transportation  
 Project Management Group  
 205 S. 17<sup>th</sup> Avenue, Mail Drop 614E  
 Phoenix, AZ 85007  
[PMG@azdot.gov](mailto:PMG@azdot.gov)

Apache County  
 Attn: Ferrin Crosby  
 75 W. Cleveland St.  
 St. Johns, AZ 85936  
 928.337.7528  
[fcrosby@co.apache.az.us](mailto:fcrosby@co.apache.az.us)

22. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.

23. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.
  24. Electronic Signatures. This Agreement may be signed in an electronic format using DocuSign.
- 

**Remainder of this page is intentionally left blank.**

**(Signatures begin on the next page)**

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

**APACHE COUNTY**

By \_\_\_\_\_ Date \_\_\_\_\_  
**ALTON JOE SHEPHERD**  
Board of Supervisors - Chairman

ATTEST:

By \_\_\_\_\_ Date \_\_\_\_\_  
**RYAN PATTERSON**  
Clerk of the Board

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, and the Apache County, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 11-251 and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.  
Approved as to Form:

By \_\_\_\_\_ Date \_\_\_\_\_  
County Attorney

**ARIZONA DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_ Date \_\_\_\_\_

**STEVE BOSCHEN, PE**  
Infrastructure Delivery and Operations Division  
Division Director

By \_\_\_\_\_ Date \_\_\_\_\_

**BRENT A. CAIN, PE**  
Transportation Systems Management and Operations Division  
Division Director

A.G. Contract No. P0012023001481 (ADOT IGA 23-0009377-I), an Agreement between public agencies, the State of Arizona and the Apache County, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By \_\_\_\_\_ Date \_\_\_\_\_

Assistant Attorney General

**EXHIBIT A**  
**Cost Estimate**

**T0467 01D/03D/01C**

The Project costs are estimated as follows:

**ADOT Project Development Administration (PDA) Cost**

Federal-aid funds @ 100%	\$ 30,000.00
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**Scoping/Design:**

Federal-aid funds @ 100%	\$ 248,075.00
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**Construction:\***

Federal-aid funds @ 100%	\$ 347,328.00
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<b>Estimated TOTAL Project Cost</b>	<b>\$ 625,403.00</b>
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\* (Includes 15% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the Local Agency) and 5% Project contingencies)

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

datetime stamp

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

IT Department

Date/Signature: Mark W. Kei

09/20/23

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

Discussion/Possible Approval to enter into an agreement with the Arizona Department of Homeland Security to receive services under the State and Local Cybersecurity Grant Program. The County will be consenting to receiving services in lieu of funding under the grant program.

BOS Meeting Date Requested: 10/3/23

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PRE-AGENDA ITEM REVIEW

Legal Review:

Signature



Finance Review:

Signature



Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

**State of Arizona**  
**Federal Fiscal Year 2022**  
**State and Local Cybersecurity Grant Program Local**  
**Consent Agreement**



This Local Consent Agreement is made between the Arizona Department of Homeland Security ("AZDOHS") and \_\_\_\_\_ ("Local Government Entity"), located at  
Address: \_\_\_\_\_ City: \_\_\_\_\_  
County: \_\_\_\_\_ State: AZ Zip Code: \_\_\_\_\_, and shall be effective on the date signed by the authorized official of the Local Government Entity.

By my signature below, I attest that I have the authority to sign on behalf of the Local Government Entity, and to bind the Local Government Entity to the selection below:

(Initial your selection:)

- \_\_\_\_ 1. The Local Government Entity does not consent to AZDOHS retaining the entity's portion of funding as part of the Federal Fiscal Year (FFY) 2022 SLCGP, and instead prefers to receive pass-through funding.
- \_\_\_\_ 2. The Local Government Entity consents to AZDOHS, as Arizona's State Administrative Agency, undertaking the following acts in accordance with the State and Local Cybersecurity Grant Program (SLCGP) for Federal Fiscal Year (FFY) 2022, Funding Opportunity Number DHS-22-137-000-01, as authorized by Section 2220A of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296) (6 U.S.C. § 665g):
  - a. Retaining and passing through to local government entities at least 80% of the State of Arizona's FFY 2022 SLCGP grant award of \$3,335,310.00 in the form of services and related activities; and
  - b. Utilizing the \$3,168,545.00 in SLCGP funds for FFY 2022 as follows:
    - (1) \$500,000.00 for Project 1: Cybersecurity training for administrators
    - (2) \$1,500,000.00 for Project 2: 24x7x365 Centralized State Security Operations Center
    - (3) \$1,168,545.50 for Project 3: Professional/Managed Services to support the Statewide Cyber Readiness Program

By selecting item #2 above, I agree that Local Government Entity is receiving services and related activities in lieu of funds from the SLCGP. I also agree that this Local Consent Agreement is only effective for the Federal Fiscal Year (FFY) 2022 SLCGP Funds, and this Local Consent Agreement and receipt of funds, under either selection above, are contingent upon submission and approval of a project that aligns with the State's approved Cybersecurity Plan.

I can be contacted at (Daytime Phone Number): \_\_\_\_\_

I authorize receipt of notices at the address listed for the Local Government Entity or by email at:  
\_\_\_\_\_

**LOCAL GOVERNMENT ENTITY NAME:**

**ARIZONA DEPARTMENT OF HOMELAND SECURITY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

date/time stamp

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

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

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

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

Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.

BOS Meeting Date Requested 10/5/23

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**PRE-AGENDA ITEM REVIEW**

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

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