



Joe Shirley, Jr.
Supervisor, District I

Tom M. White, Jr.
Chairman, District II

Barry Weller
Vice Chairman, District III

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

October 7, 2014

**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 FLOOD CONTROL DISTRICT
HELD IN CONJUNCTION WITH THE
BOARD OF SUPERVISORS MEETING**

October 7, 2014

1. Discussion and possible approval of a Flood Hazard Development Permit to allow Edward Cerra to install a portable cabin and build a future home. Property is located near Concho, parcel 107-30-020, Section 107-30. Township 11N. Range 26E.

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

October 7, 2014

1. Discussion and possible approval of the donation of microfiche reader with spare bulbs, microfiche history of the Arizona State Legislature, and Dell OptiPlex computer to the Apache County Historical Society Museum.
2. Discussion and possible approval of a lease agreement from August 8, 2014 through June 30, 2015 between Apache County Library District and the Vernon Community Park Committee.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
HELD IN CONJUNCTION WITH THE
BOARD OF SUPERVISORS MEETING
October 7, 2014**

1. Discussion and possible approval of an Intergovernmental Agreement #ADHS14-053047, Bureau of Nutrition & Physical Activity – Woman, Infants, Children – Breastfeeding Peer Counseling Program – Farmer’s Market Nutrition Program, Amendment #1 which replaces the original price sheet of the original agreement. The total revised price sheet is \$165,796 and includes changing the part-time dietitian to full-time. This Amendment also replaces the Special Terms and Conditions, Provision Twenty (20) Health Insurance Portability and Accountability Act of 1996.
2. Discussion and possible approval of an Intergovernmental Agreement #ADHS14-053047, Bureau of Nutrition & Physical Activity – Woman, Infants, Children – Breastfeeding Peer Counseling Program – Farmer’s Market Nutrition Program, Amendment #2 which replaces the Price Sheet of Amendment #1. The total revised price is \$168,389.
3. Discussion and possible approval of the Governor’s Office of Highway Safety, Contract: Occupant Protection Equipment #2015-OP-011 in the amount of \$3,500 which will support Capital Outlay of 50 child safety seats to enhance Occupant Protection throughout Apache County.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY BOARD OF SUPERVISORS
October 7, 2014**

1. Sit as the Board of Equalization to hear the Petition for Review of Real Property Valuation for Parcel 105-21-123D, Brown Family Trust.
2. Sit as the Board of equalization to hear the Petition for Review of Real Property Valuation for parcel 104-07-037, Brown Family Trust.
3. Sit as the Board of Equalization to hear the Petition of Review of Real Property Valuation for parcel 107-52-029, Diana Shobe.
4. 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:

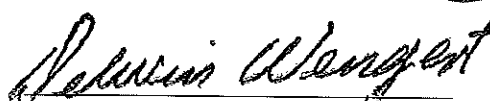
- *A. Request approval of minutes dated September 16, 2014 and September 22, 2014.

- *B. Request approval of demands dated September 16, 2014 – October 7, 2014 (9/17/14, 9/18/14, 9/23/14, 9/24/14, 9/25/14, 9/30/14, &10/1/14). Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process.
 - *C. Request approval of a Special Event Liquor License for Ann Avenenti for a fundraiser for Walking Down Ranch to be held at the Concho Lions Club Park in Concho on November 8, 2014.
5. Sheriff's Office: Discussion and possible approval to enter into a Memorandum of Understanding DPS Contract No 2014-156, the Memorandum of Understanding will release funds designated for Apache County Sheriff's Office by the State, passed through DPS for strict enforcement of immigration, human smuggling, drug smuggling, gangs and employer sanction laws.
 6. District I: Discussion and possible approval of an Intergovernmental Agreement between Apache County and Arizona Department of Transportation (ADOT) for Safe Routes to School grant.
 7. Engineering Department: Discussion and possible authorization to solicit bids for Magnesium Chloride to be applied on County Road 3140 as part of the RAC grant awarded earlier this year.
 8. District III/Engineering Department: Discussion and possible approval of a resolution adding N3114 to the Apache County Road Maintenance System, utilizing District III funds.
 9. Recorder's Office: Discussion and possible approval to separate the Election Department and the Recorder's Office to become effective upon Board approval.
 10. Election Department: Discussion and possible approval to combine the two part-time positions back to the permanent full time Executive Assistant position.
 11. Election Department: Discussion and possible approval, based on the recommendation of the Republican Party County Chairman, Delos Bond, determine vacancies exist in the office of precinct committeeman and appoint the following: Springerville Precinct: Jack Husted, St. Johns Precinct: Jay Platt and Richard Brower, Vernon Precinct: Michael Humphrey, Greer Precinct: Dean Wade and Betty Wade, Puerco East Precinct: Clarinda Yonnie.
 12. Election Department: Discussion and possible authorization to cancel the School District Elections for the McNary Elementary School District and appoint Patricia Maxwell for one of the two existing Two Year Terms Chinle NE AZ Technical Institute of Vocational Education and appoint Anderson Jones for a Four Year Term.
 13. Election Department: Notification of the Governor's Proclamation of the November 4, 2014 General Election.

14. County Attorney's Office: Request Melody Capps be hired as an independent contractor (after her retirement of October 17, 2014) at a rate of \$17.00 per hour not to exceed 1040 hours per year, for a total maximum annual cost of \$17,680.
15. County Attorney's Office: Discussion and possible approval to create the position of Senior Investigator (range 50) and promote Investigator Brian Hounshell to the position with the salary of \$61,283.18.
16. County Manager's Office: Discussion and possible approval of an Intergovernmental Agreement between Apache County and Northland Pioneer College for provision of higher education services in the county.
17. County Manager's Office: Discussion and possible approval of letters urging our local legislators to support full funding for the PILT program.
18. Finance Department: Presentation of the Government Finance Officers Association (GFOA) distinguished budget presentation Award to the Board of Supervisors by Government Finance Officers of Arizona (GFOAZ) Board member, Brian Wright.
19. Notice of County Supervisors Association 10th Annual Legislative Summit to be held October 8-10, 2014 at the Hassayampa Inn, 122 E. Gurley Street in Prescott, Arizona.
20. Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter, or ask that a matter be placed on a future agenda.

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

Posted: 10/1/14 at 4:00 a.m. (p.m.) by 


Delwin Wengert, Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Community Development

Date/Signature: September 15, 2014

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

^{Dist}
~~Hazard~~ Board - Consideration and possible approval of a Flood Hazard Application to allow Edward Cerra to install a portable cabin and build a future home. Property is located near Concho, AZ. 107-30-020 107-30-020. Section 107-30, Township 11N, Range 26E

BOS Meeting Date Requested October 7, 2014

PRE-AGENDA ITEM REVIEW

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

Legal Review:

see attached

Signature:

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

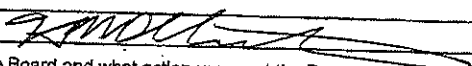
Supervisor/Board Clerk's Initials

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Community Development

Date/Signature: September 15, 2014



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

Flood Hazard Board - Consideration and possible approval of a Flood Hazard Application to allow Edward Cerra to install a portable cabin and build a future home. Property is located near Concho, AZ. 107-30-020 107-30-020, Section 107-30, Township 11N, Range 26E

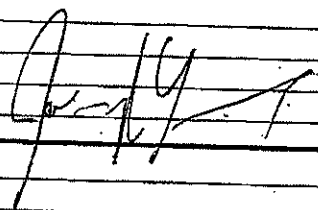
BOS Meeting Date Requested: October 7, 2014

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:



Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials



**FLOOD HAZARD DEVELOPMENT PERMIT APPLICATION
 RESIDENTIAL AND NON-RESIDENTIAL**

APPLICANT

Name Ed CERNA

Mailing Address
P.O. Box 543
Concho, AZ 85924

Contact Person Ed CERNA
 Phone 254-462-8805 Fax _____
 Email _____

PROPERTY INFORMATION

Assessor's Parcel # 107-30-020-9
 Township 11 N Range 26 E Section 107-30
 Subdivision Concho Lakeland Unit 2
 Unit # _____ Lot # 20 Lot Size 1 ACAC
 Address/Location _____

FLOOD PLAIN DEVELOPMENT

Please provide a brief description of the request.
portable cabin
future house site

Special conditions & uses adjoining this property that lends favor to the acceptance of this request:

SUBMITTAL CHECKLIST

- Pre-application meeting with a staff planner in the Planning and Zoning Department.
- Plans in duplicate and drawn to scale showing the complete property. (See the attached guidelines)
- Proposed elevation.
- Certification by a professional engineer or architect.
- Map to property.
- A non-refundable application fee.

CERTIFICATION & SIGNATURE

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

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

Signature of Applicant

[Signature] Date 8/21/14

Signature of Property Owner (if not the applicant)

[Signature] Date 8/21/14

OFFICE USE ONLY

Received By Shanna Rouse Date 8-21-14
 Receipt # 544391 Fee 250.00
 Permit # 2014-17
 Related Cases _____
 Appeal Filed By _____ Date _____
 Receipt # _____ Fee _____

FLOOD PLAIN BOARD ACTION

Approved with Conditions (see attachments) Denied
 F. Plain Chairman _____ Date _____

ATTEST:

County Clerk _____ Date _____
 F. Plain Administrator [Signature] Date 9-11-14



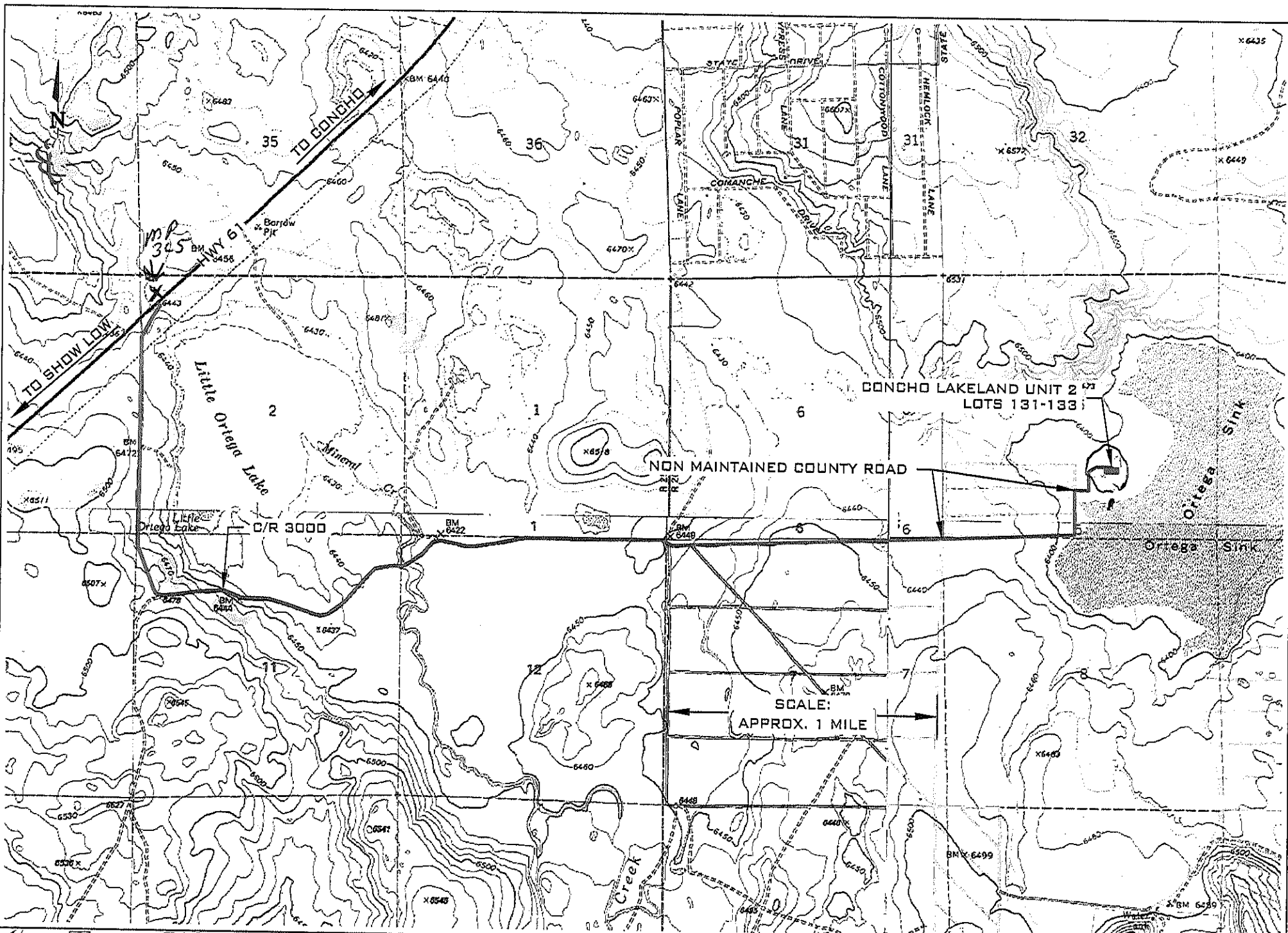
Guidelines for Requesting a Flood Hazard Development Permit

Important Information When Submitting an Application:

The following must be attached as part of this application:

1. A check for \$250.00 to cover the cost of the application fee. The application cannot be processed without payment of the fee.
2. Plans in duplicate and drawn to scale showing the complete property described in this application with its dimensions, location (physical address as well as Township, Range, Section, etc.) and the Assessor's Parcel Number. Also include the topography of the area in question, and the location of existing or proposed structures and development fill, storage of materials, and drainage facilities.
3. Proposed elevation in relation to mean sea level, of the lowest habitable floor (including basement) of all structures; in Flood Hazard Zone AO, elevation of existing grade and proposed elevation of lowest habitable floor of all structures as certified by a registered engineer or land surveyor.
4. Proposed elevation in relation to mean sea level to which any structure will be flood-proofed as certified by a registered engineer or land surveyor.
5. Certification by a professional engineer or architect that construction in Zone AO is at least one foot above the depth number specified on the Flood Insurance Rate Map (FIRM). If there is no depth number on the FIRM, the lowest floor, including the basement, shall be elevated one foot above the crown of the nearest street (also see #7).
6. In all other Special Flood Hazard Zones, certification by a professional engineer that the structure and all attendant utility and sanitary facilities are elevated at least one foot above the regulatory flood elevation, meaning the depth number specified on the FIRM, or in the absence of a depth number, to or above the crown of the nearest street (also see #7).
7. Non-residential construction shall either provide the information in #5 and 6 or provide certification from a professional engineer that non-residential construction, together with attendant utility and sanitary facilities are flood-proofed so that one foot above the regulatory flood level the structure is watertight with walls substantially impermeable to the passage of water, and has structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

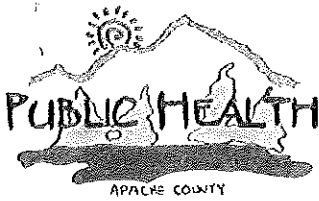
8. Certification from a professional engineer that any proposed new development or substantial improvement is protected against flood damage both up and down stream of the development, that the building is designed or modified to prevent uncontrolled flotation, collapse or lateral movement, and that the water surface elevation will not be increased nor the water flow altered out of its normal channel.
9. Certification from a professional engineer that all new and replacement water supply and sanitary sewage are designed to minimize or eliminate infiltration of flood waters into the system and discharge from systems into flood waters. Further, show that on-site waste disposal systems are located to avoid impairment to them or contamination from them during flooding. Note: Water disposal systems shall not be installed wholly or partially in a floodway including laterals, mains, treatment facilities and disposal areas.
10. Certification from a professional engineer that all new construction and substantial improvements shall use materials and utility equipment which are resistant to flood damage.



Terra Visa Group, Inc
 CIVIL ENGINEERING & LAND SURVEYING
 1200 WEST CLEVELAND • P. O. BOX 2039 • ST. JOHNS, ARIZONA 85935
 PHONE: (928) 337-9910 • FAX: (928) 337-9908 • OFFICE@TERRAVISAGROUP.COM • WWW.TERRAVISAGROUP.COM

EXHIBIT
 Map to Lots 131-133 of Concho Lakeland Unit 2

RECORD CREATED AT THE REQUEST OF:		Edward Corra	
DATE 10-5-11	REV DATE	FILE:	MAP TO PROPERTY
REV DATE	REV DATE	DRAWN BY:	SAW
REV DATE	REV DATE	REVIEWED BY:	KF



Apache County Public Health
 Services District
 P.O. Box 697 · 75 W. Cleveland
 St. Johns AZ 85936
 Phone (928) 337-7607
 Fax (928) 337-7592

CONSTRUCTION AUTHORIZATION
 For an onsite wastewater treatment facility
 Type 4.02 through 4.22 General Permits

PERMIT #: SEP2014-044

Applicant Information
 Name: EDWARD W. CERRA
 Address: P.O. BOX 543
 CONCHO, AZ 85924

System Specifications
 Authorized Design Flow: 300 gallons per day
 Number of Bedrooms: 2
 Number of Fixture Units: 10

Location Information
 Parcel #: 107-30-020
 Latitude: 34.377694 °N
 Longitude: 109.611 °W
 Wastewater Source: Single-family residence

Design Documents That Are the Basis for This Authorization

- Notice of Intent to Discharge
- Site Investigation Report
- Site Plan
- List of Materials, Components, and Equipment
- Construction Quality Drawings
- Draft Operation & Maintenance Manual
- Other: _____

Construction is Authorized Under the Following General Permits

- 4.02 Septic tank/conventional disposal
- 4.03 Composting toilet
- 4.04 Pressure distribution system
- 4.05 Gravelless trench
- 4.08 Wisconsin mound
- 4.09 Engineered pad system
- 4.14 Sewage vault
- 4.17 Cap system

Reviewing Agency Notes

LOT IS TOTALLY IN THE FLOODPLAIN. APPROVED TO CONSRUCT AN ONSITE WASTEWATER TREATMENT FACILITY consisting of a 1,000 gallon septic tank, a distribution box, and 2 leach trenches each 55 feet long, 3 feet wide and 3 feet deep in which will be installed 11 Biodiffuser ARC 35 HC chambers for a total of 22 chambers. Leach trenches to be separated by at least 6 feet of undisturbed soil.

A 30 mil (15' X 60') polyethylene cover (PC) will be placed over the backfilled trenches and fill material will be placed to a depth of 1 foot on top of the PC and extend at least 1 food beyond the PC. Fill material will be mounded to a height of 3 feet on the PC over each leach trench.

The septic tank inspection risers are to be water tight at the base and terminate at least 1 foot above the base flood elevation. If extensions are needed on the risers, the joints are to be water tight.

Construction Authorization Stipulations: This Construction Authorization is issued in accordance with Arizona Administrative Code Title 18, Chapter 9, Article 3. The Applicant is authorized to construct the facility at the location specified herein based on the listed design documents under the terms and conditions of the checked General Permit numbers and the requirements of Arizona Revised Statutes Title 49, Chapter 2. The Applicant has two years from the approval date of this document to complete construction and submit the Request for Discharge Authorization form and any additional required documents specified in A.A.C. R18-9-A309(C) or the checked General Permits. Construction shall conform with the approved design documents.

Cheri S. Sexton, RD
 Approved By

Health Director
 Title

9/8/2014
 Approval Date

48-3609. Floodplain delineation; regulation of use; federal requirements and definitions

A. Except as provided in section 48-3610, the board within its area of jurisdiction shall delineate or may by rule require developers of land to delineate for areas where development is ongoing or imminent, and thereafter as development becomes imminent, floodplains consistent with the criteria developed by the director of water resources.

B. Except as provided in section 48-3610, the board shall adopt and enforce regulations governing floodplains and floodplain management in its area of jurisdiction which shall include the following:

1. Regulations for all development of land, construction of residential, commercial or industrial structures or uses of any kind which may divert, retard or obstruct floodwater and threaten public health or safety or the general welfare.

2. Regulations which establish minimum flood protection elevations and flood damage prevention requirements for uses, structures and facilities which are vulnerable to flood damage. Regulations adopted under this section shall comply with state and local land use plans and ordinances, if any.

3. Regulations which provide for coordination by the district with all other interested and affected political subdivisions and state agencies.

4. Regulations that require any residential structure built in a floodplain to be constructed so as to place the lowest floor elevation of the structure at or above the regulatory flood elevation, that require commercial or industrial structures to be flood proofed or elevated to or above the regulatory flood elevation and that prohibit any activity in a designated floodway, including fill, that would increase the water surface elevation during a base flood.

5. Regulations to allow a mobile home located in a floodplain on August 3, 1984 to be replaced by another mobile home if:

(a) The mobile home to be replaced was not damaged by a flood to more than fifty per cent of its value before the flood.

(b) The replacement mobile home is elevated so that the bottom of the structural frame or the lowest point of any attached appliances, whichever is lower, is at or above the regulatory flood elevation.

6. Regulations that require all new placement of mobile homes to be anchored to prevent flotation, collapse or movement.

7. Variance procedures to permit variances from the regulations that do not result in danger or damage to persons or property in floodplains in the area of jurisdiction. Variances may be granted only if special circumstances, such as size, shape, topography, location or surroundings of the property, would cause the strict application of the regulations to deprive the property of privileges enjoyed by similar property in the floodplain. A variance is subject to conditions to ensure that the variance does not constitute a grant of special privileges inconsistent with the limitations on similar property in the floodplain.

C. Waste disposal systems shall not be installed wholly or partially in a regulatory floodway.

D. Water supply, water treatment and sewage collection and disposal systems built in a regulatory floodplain shall be designed to prevent or minimize floodwater infiltrating the systems and to prevent or minimize floodwater contamination during the base flood.

E. Floodplain regulations enacted pursuant to this article may only be adopted after a public hearing at which parties in interest and other citizens have an opportunity to be heard. At least thirty days before the hearing, a notice of the time and place of the hearing shall be published in a newspaper of general circulation within the county or, if no newspaper of general circulation is regularly published, in a newspaper of general

circulation nearest the area of jurisdiction. A notice of any hearing accompanied by a copy of each of the proposed regulations shall be furnished to the director at least thirty days before the date of the hearing. A copy of any regulation adopted by a district pursuant to this article shall within five days thereafter be filed with the director and with each political subdivision and municipal corporation in the area of jurisdiction.

F. All development of land, construction of residential, commercial or industrial structures or future development within delineated floodplain areas is prohibited unless floodplain regulations have been adopted pursuant to this article for such floodplain area and are in full force and effect.

G. Before adopting regulations the board may issue a special permit authorizing construction or development if the board finds that construction or development is not a danger to persons or property.

H. Unless expressly provided, this article and any regulations adopted pursuant to this article do not affect:

1. Existing legal uses of property or the right to continuation of such legal use. However, if a nonconforming use of land or a building or structure is discontinued for twelve months or destroyed to the extent of fifty per cent of its value, as determined by a competent appraiser, any further use shall comply with this article and regulations of the district.

2. Reasonable repair or alteration of property for the purposes for which the property was legally used on August 3, 1984 or on the date any regulations affecting such property take effect, except that any alteration, addition or repair to a nonconforming building or structure which would result in increasing its flood damage potential by fifty per cent or more shall be either flood proofed or elevated to or above the regulatory flood elevation.

3. Reasonable repair of structures constructed with the written authorization required by section 48-3613.

4. Facilities constructed or installed pursuant to a certificate of environmental compatibility issued pursuant to title 40, chapter 2, article 6.2.

I. Within one hundred twenty days after completion of construction of any flood control protective works which changes the rate of flow during the flood or the configuration of the floodplain upstream or downstream from or adjacent to the project, the person or agency responsible for installation of the project shall provide to the governing bodies of all jurisdictions affected by the project a new delineation of all floodplains affected by the project. The new delineation shall be done according to the criteria adopted by the director of water resources.

J. A flood control district or appropriate public agency which has failed to adopt or enforce floodplain regulations required by this section shall not be eligible for disaster relief identified by section 35-192, subsection D, paragraphs 3 and 5. The director of water resources shall advise the director of the division of emergency management within the department of emergency and military affairs of such failure to comply.

K. A district and its agents may have reasonable access as provided by written authorization issued pursuant to section 48-3613 or if no authorization has been issued during business hours or in the case of an emergency, at any time, to enter and inspect any development on real property that is located in a floodplain in order to determine whether an owner is in violation of this chapter. This subsection does not authorize the inspection of any records or files on a site or the interior of any building. A district shall attempt to provide written notice to the owner at least forty-eight hours in advance that the real property is to be inspected and that the owner or the owner's agent may accompany the district inspector on the inspection. A district inspector shall comply with any safety requirements that may be applicable to a particular site. The district shall prepare a report of any inspections made pursuant to this subsection. The report shall be made available in the records of the district and a copy sent to the owner within thirty days after the inspection.

. The floodplain regulations adopted by a district pursuant to this chapter are intended to carry out the requirements of the national flood insurance program and any term not otherwise defined in this chapter shall have the meaning set forth in 44 Code of Federal Regulations parts 59 through 78, as effective on January 1, 2005.

ELEVATION CERTIFICATE

Important: Read the instructions on pages 1-9.

OMB No. 1660-0008
 Expiration Date: July 31, 2015

SECTION A - PROPERTY INFORMATION

FOR INSURANCE COMPANY USE

A1. Building Owner's Name EDWARD CERRA, JR	Policy Number:
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. P.O. BOX 543	Company NAIC Number:
City CONCHO State AZ ZIP Code 85924	

A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)
 LOTS 131, 132 & 133 OF CONCHO LAKE LAND UNIT II

A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) RESIDENTIAL

A5. Latitude/Longitude: Lat. 34-22-40N Long. 109-36-35W Horizontal Datum: NAD 1927 NAD 1983

A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.

A7. Building Diagram Number _____

A8. For a building with a crawlspace or enclosure(s):

a) Square footage of crawlspace or enclosure(s) _____ sq ft

b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade _____

c) Total net area of flood openings in A8.b _____ sq in

d) Engineered flood openings? Yes No

A9. For a building with an attached garage:

a) Square footage of attached garage _____ sq ft

b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade _____

c) Total net area of flood openings in A9.b _____ sq in

d) Engineered flood openings? Yes No

COPY

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP Community Name & Community Number APACHE COUNTY - 040001		B2. County Name APACHE COUNTY		B3. State ARIZONA	
B4. Map/Panel Number 4125	B5. Suffix E	B6. FIRM Index Date 9/28/2007	B7. FIRM Panel Effective/Revised Date 9/28/2007	B8. Flood Zone(s) A	B9. Base Flood Elevation(s) (Zone AO, use base flood depth) NA

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9.
 FIS Profile FIRM Community Determined Other/Source: APACHE COUNTY

B11. Indicate elevation datum used for BFE in Item B9: NGVD 1929 NAVD 1988 Other/Source: _____

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? Yes No
 Designation Date: _____ CBRS OPA

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: Construction Drawings* Building Under Construction* Finished Construction
 *A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations - Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO. Complete items C2.a-h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.
 Benchmark Utilized: ER0515 Vertical Datum: 6538.0
 Indicate elevation datum used for the elevations in items a) through h) below. NGVD 1929 NAVD 1988 Other/Source: _____
 Datum used for building elevations must be the same as that used for the BFE.

Check the measurement used.

a) Top of bottom floor (including basement, crawlspace, or enclosure floor) 6401.0 feet meters

b) Top of the next higher floor NA feet meters

c) Bottom of the lowest horizontal structural member (V Zones only) NA feet meters

d) Attached garage (top of slab) NA feet meters

e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments) 6401.0 feet meters

f) Lowest adjacent (finished) grade next to building (LAG) NA feet meters

g) Highest adjacent (finished) grade next to building (HAG) NA feet meters

h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support NA feet meters

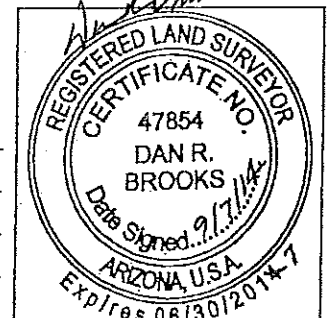
SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

Check here if comments are provided on back of form. Were latitude and longitude in Section A provided by a licensed land surveyor? Yes No

Check here if attachments.

Certifier's Name DAN BROOKS	License Number 47854
Title LAND SURVEYOR	Company Name DAN BROOKS SURVEYING, LLC
Address P.O. BOX 3669	City SHOW LOW State AZ ZIP Code 85902
Signature <i>Dan Brooks</i>	Date 9/7/2014 Telephone 928-358-2471



ELEVATION CERTIFICATE, page 2

IMPORTANT: In these spaces, copy the corresponding information from Section A.

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.
P.O. BOX 543

City, CONCHO

State AZ

ZIP Code 85924

FOR INSURANCE COMPANY USE

Policy Number:

Company NAIC Number:

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments PROPERTY IS LOCATED WITHIN ZONE A WHERE NO BASE FLOOD ELEVATIONS HAVE BEEN DETERMINED. THE BASE FLOOD ELEVATION OF 6400.0 FEET WAS DETERMINED AFTER CONSULTING WITH APACHE COUNTY FLOOD MANAGEMENT. THE FINISH FLOOR ELEVATION OF 6401.0 FEET WAS HELD TO BE ONE FOOT ABOVE THE DETERMINED ELEVATION.

COPY

Signature

Val B...

Date 9/7/2014

SECTION E - BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zones AO and A (without BFE), complete Items E1-E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For Items E1-E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

- E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).
a) Top of bottom floor (including basement, crawlspace, or enclosure) is ... feet meters above or below the HAG.
b) Top of bottom floor (including basement, crawlspace, or enclosure) is ... feet meters above or below the LAG.
E2. For Building Diagrams 6-9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 8-9 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is ... feet meters above or below the HAG.
E3. Attached garage (top of slab) is ... feet meters above or below the HAG.
E4. Top of platform of machinery and/or equipment servicing the building is ... feet meters above or below the HAG.
E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? Yes No Unknown. The local official must certify this information in Section G.

SECTION F - PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner's or Owner's Authorized Representative's Name

EDWARD CERRA

Address POBx 543

City concho

State AZ

ZIP Code 85924

Signature E Cerra

Date 9/8/14

Telephone 2544628805

Comments

Check here if attachments.

SECTION G - COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8-G10. In Puerto Rico only, enter meters.

- G1. The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
G2. A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.
G3. The following information (Items G4-G10) is provided for community floodplain management purposes.

Table with 3 columns: G4. Permit Number, G5. Date Permit Issued, G6. Date Certificate Of Compliance/Occupancy Issued

- G7. This permit has been issued for: New Construction Substantial Improvement
G8. Elevation of as-built lowest floor (including basement) of the building: feet meters Datum
G9. BFE or (in Zone AO) depth of flooding at the building site: feet meters Datum
G10. Community's design flood elevation: feet meters Datum

Local Official's Name

Title

Community Name

Telephone

Signature

Date

Comments

Check here if attachments.

Triviso, Robert, NMENV

From: Triviso, Robert, NMENV
Sent: Monday, September 08, 2014 3:28 PM
To: 'ecerra57@earthwing.net'
Subject: FW: Edward Cerra's Onsite Wastewater Treatment Facility APN 107-30-020
Attachments: Scanned from a Xerox Multifunction Device.pdf

-----Original Message-----

From: Triviso, Robert, NMENV
Sent: Saturday, September 06, 2014 6:03 AM
To: csexton@co.apache.az.us
Subject: Edward Cerra's Onsite Wastewater Treatment Facility APN 107-30-020

Hello Chris,

The initial paperwork that was submitted for Mr. Cerra had the wrong parcel number (I was showing lot 131 instead of lot 133). Additionally, I had the location of the proposed onsite wastewater treatment facility in error. I have revised the site plan to reflect the proper orientation of the home and proposed septic system. I have also attached other pertinent pages so that it reflects the correct lot where the improvements will be constructed.

In order to minimize flood water infiltration of the disposal field a 30 mil polyethylene liner (15' x 60') will be placed over constructed leach area and fill material will be mounded three feet above the final grade. This will provide sufficient cover over disposal field and will be above the bas flood elevation of 6399 feet located at the northwest corner of the property. The aforementioned elevation was determined by surveyor earlier last week.

Auger style earth anchors (1/2" x 30" x 4") and 3/8" wire rope (galvanized steel) could be used to keep the septic tank from floating. Mr. Cerra has been advised that if the tank is ever pumped steps should be taken to fill the tank with water immediately thereafter.

If additional information is needed please contact me.

Best regards,

☺

Robert Triviso

-----Original Message-----

From: scanner, do3, NMENV
Sent: Friday, September 05, 2014 4:22 PM
To: Triviso, Robert, NMENV
Subject: Scanned from a Xerox Multifunction Device

Please open the attached document. It was scanned and sent to you using a Xerox Multifunction Device.

Attachment File Type: pdf, Multi-Page

ELEVATION CERTIFICATE

OMB No. 1660-0008
 Expiration Date: July 31, 2015

Important: Read the instructions on pages 1-9.

SECTION A - PROPERTY INFORMATION		FOR INSURANCE COMPANY USE
A1. Building Owner's Name EDWARD CERRA, JR	Policy Number:	
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. P.O. BOX 543	Company NAIC Number:	
City CONCHO	State AZ	ZIP Code 85924
A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) LOTS 131, 132 & 133 OF CONCHO LAKE LAND UNIT II		
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) <u>RESIDENTIAL</u>		
A5. Latitude/Longitude: Lat. <u>34-22-40N</u> Long. <u>109-36-35W</u> Horizontal Datum: <input type="checkbox"/> NAD 1927 <input checked="" type="checkbox"/> NAD 1983		
A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.		
A7. Building Diagram Number _____		
A8. For a building with a crawlspace or enclosure(s):		A9. For a building with an attached garage:
a) Square footage of crawlspace or enclosure(s) _____ sq ft		a) Square footage of attached garage _____ sq ft
b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade _____		b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade _____
c) Total net area of flood openings in A8.b _____ sq in		c) Total net area of flood openings in A9.b _____ sq in
d) Engineered flood openings? <input type="checkbox"/> Yes <input type="checkbox"/> No		d) Engineered flood openings? <input type="checkbox"/> Yes <input type="checkbox"/> No

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP Community Name & Community Number APACHE COUNTY - 040001		B2. County Name APACHE COUNTY		B3. State ARIZONA	
B4. Map/Panel Number 4125	B5. Suffix E	B6. FIRM Index Date 9/28/2007	B7. FIRM Panel Effective/Revised Date 9/28/2007	B8. Flood Zone(s) A	B9. Base Flood Elevation(s) (Zone AO, use base flood depth) NA
B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9. <input type="checkbox"/> FIS Profile <input type="checkbox"/> FIRM <input type="checkbox"/> Community Determined <input checked="" type="checkbox"/> Other/Source: <u>APACHE COUNTY</u>					
B11. Indicate elevation datum used for BFE in Item B9: <input type="checkbox"/> NGVD 1929 <input checked="" type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other/Source: _____					
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Designation Date: _____ <input type="checkbox"/> CBRS <input type="checkbox"/> OPA					

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: Construction Drawings* Building Under Construction* Finished Construction
 *A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations - Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO. Complete Items C2.a-h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.
 Benchmark Utilized: ER0515 Vertical Datum: 6538.0
 Indicate elevation datum used for the elevations in items a) through h) below. NGVD 1929 NAVD 1988 Other/Source: _____
 Datum used for building elevations must be the same as that used for the BFE.

Check the measurement used.

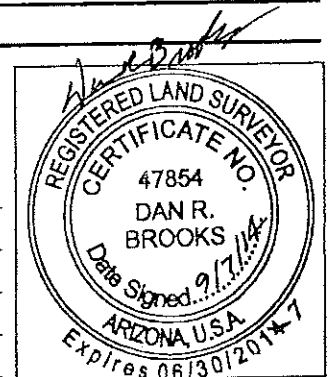
a) Top of bottom floor (including basement, crawlspace, or enclosure floor)	<u>6401.0</u>	<input checked="" type="checkbox"/> feet <input type="checkbox"/> meters
b) Top of the next higher floor	<u>NA</u>	<input type="checkbox"/> feet <input type="checkbox"/> meters
c) Bottom of the lowest horizontal structural member (V Zones only)	<u>NA</u>	<input type="checkbox"/> feet <input type="checkbox"/> meters
d) Attached garage (top of slab)	<u>NA</u>	<input type="checkbox"/> feet <input type="checkbox"/> meters
e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments)	<u>6401.0</u>	<input checked="" type="checkbox"/> feet <input type="checkbox"/> meters
f) Lowest adjacent (finished) grade next to building (LAG)	<u>NA</u>	<input type="checkbox"/> feet <input type="checkbox"/> meters
g) Highest adjacent (finished) grade next to building (HAG)	<u>NA</u>	<input type="checkbox"/> feet <input type="checkbox"/> meters
h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support	<u>NA</u>	<input type="checkbox"/> feet <input type="checkbox"/> meters

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

Check here if comments are provided on back of form. Were latitude and longitude in Section A provided by a licensed land surveyor? Yes No
 Check here if attachments.

Certifier's Name DAN BROOKS	License Number 47854
Title LAND SURVEYOR	Company Name DAN BROOKS SURVEYING, LLC
Address P.O. BOX 3669	City SHOW LOW State AZ ZIP Code 85902
Signature <i>Dan Brooks</i>	Date 9/7/2014 Telephone 928-358-2471



ELEVATION CERTIFICATE, page 2

IMPORTANT: In these spaces, copy the corresponding information from Section A.		FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. P.O. BOX 543		Policy Number:
City CONCHO	State AZ ZIP Code 85924	Company NAIC Number:

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments PROPERTY IS LOCATED WITHIN ZONE A WHERE NO BASE FLOOD ELEVATIONS HAVE BEEN DETERMINED. THE BASE FLOOD ELEVATION OF 6400.0 FEET WAS DETERMINED AFTER CONSULTING WITH APACHE COUNTY FLOOD MANAGEMENT. THE FINISH FLOOR ELEVATION OF 6401.0 FEET WAS HELD TO BE ONE FOOT ABOVE THE DETERMINED ELEVATION.

Signature *And Broder* Date 9/7/2014

SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

- E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).
- a) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ feet meters above or below the HAG.
 b) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ feet meters above or below the LAG.
- E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 8–9 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is _____ feet meters above or below the HAG.
- E3. Attached garage (top of slab) is _____ feet meters above or below the HAG.
- E4. Top of platform of machinery and/or equipment servicing the building is _____ feet meters above or below the HAG.
- E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? Yes No Unknown. The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner's or Owner's Authorized Representative's Name EDWARD CERRA

Address Box 543 City concho State AZ ZIP Code 85924

Signature *E. Cerra* Date 9/8/14 Telephone 254 462 8805

Comments _____

Check here if attachments.

SECTION G – COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8–G10. In Puerto Rico only, enter meters.

- G1. The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
- G2. A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.
- G3. The following information (Items G4–G10) is provided for community floodplain management purposes.

G4. Permit Number	G5. Date Permit Issued	G6. Date Certificate Of Compliance/Occupancy Issued
-------------------	------------------------	---

- G7. This permit has been issued for: New Construction Substantial Improvement
- G8. Elevation of as-built lowest floor (including basement) of the building: _____ feet meters Datum _____
- G9. BFE or (in Zone AO) depth of flooding at the building site: _____ feet meters Datum _____
- G10. Community's design flood elevation: _____ feet meters Datum _____

Local Official's Name _____ Title _____

Community Name _____ Telephone _____

Signature _____ Date _____

Comments _____

Check here if attachments.



Structural Engineering Solutions, LLC

Thomas E. Paige, P.E.
4141 Redtwig Lane
Show Low, AZ 85901
Phone (480) 231-1928
Email: sespaige@frontier.com

August 6, 2014

To: Building Inspector
Apache County Building Department
75 W. Cleveland
St. Johns, AZ 85936

Subject: Cabin Plans for Edward Cerra - Structural Assessment

Dear Sirs:

I reviewed the originally stamped construction drawings for the subject project in Concho to obtain and verify the building design information. The criteria includes a 150 mile per hour wind speed and a roof snow load of 40 pounds per square foot as stated on drawing A-1.

These design loads are adequate to resist the required Apache County building code criteria of a 90 mph wind speed and 20 psf roof snow load.

Therefore, based on my review of the originally stamped drawings and verification that the design loads used for the building exceed those of the local building code, I am stamping the drawings for residential use in the project location. If you have any questions or clarifications concerning this assessment, do not hesitate to contact me.

Respectfully submitted,

Thomas Paige, P.E.
Structural Engineering Solutions, LLC

TABLE R301.2(1)

CLIMATE AND GEOGRAPHIC DESIGN FOR APACHE COUNTY, ARIZONA

The following areas of Apache County are considered to be case study for the recommendation of ground snow loads. The Apache County Building Department adopted the (Snow Load Data for Arizona) manual, Published by the STRUCTURAL ENGINEERS ASSOCIATION OF ARIZONA, 1973.

Area	Elevation	Ground Snow Load	Required Roof Snow Load
* McNary	7200	55 PPSF	50PPSF
*Alpine	8020	50 PPSF	40 PPSF
*Greer	8490	50 PPSF	40 PPSF
*Nutrioso	8500	50 PPSF	40 PPSF
Eagar, Springerville			
*Vernon & Surrounding areas	7200 to 6000	35 PPSF	32 PPSF
All other areas below			
* 6,000 Ft. elevation		20 PPSF	20 PPSF



WIND DESIGN: Speed (MPH) 90 w/30 second gust. Topographic effects: YES

SEISMIC DESIGN CATEGORY: B

WEATHERING: Moderate

FROST LINE DEPTH: 18" (inches) below finished grade. (i.e. footings, plumbing pipes.)

TERMITE: None to slight

WINTER DESIGN TEMP: 4 degrees

ICE BARRIER UNDERLAYMENT REQUIRED: NO

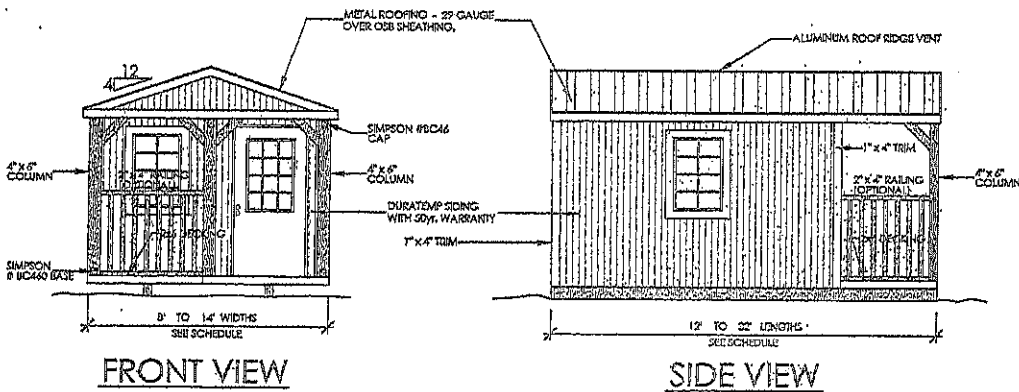
FLOOD HAZARDS: The NFIP, as adopted by the Apache County Board of Supervisors Oct 2, 2007 and Administered by the Apache County Engineer.

AIR FREEZING INDEX: 1500

MEAN ANNUAL TEMP: 56 degrees

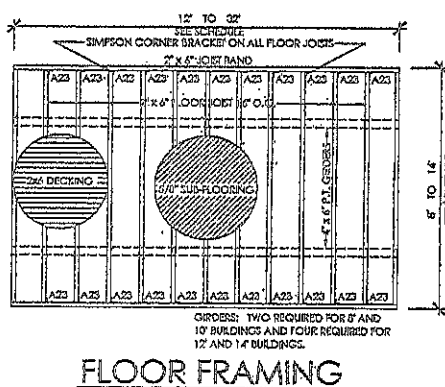
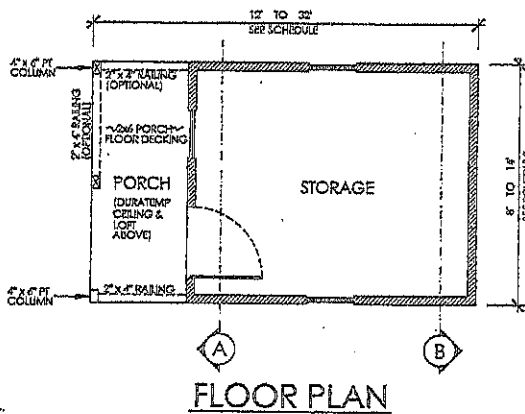
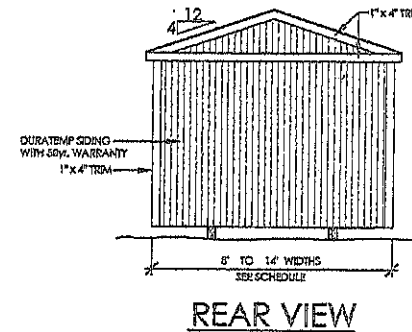
* Roofs must be designed to support loads as specified in R301.6 **or** the snow load shown here, whichever is greater. (Ground Snow Load x .8 ≈ Roof Snow Load)

METAL ROOFING:
 METAL ROOFING SHALL BE 29 GAUGE OVER
 RADIANT BARRIER (OBS) SHEATHING WITH 29 GAUGE RIDGE CAP.
 EAVE TRIM AND RAKE TRIM. SCREEN CLOSURE OVER
 RIDGE OPENING.



ANCHORS:
 IRON ROOF DOUBLE HEAD
 DOUBLE HELIX BARTH ANCHORS,
 30\"/>

GIRDERS:
 TWO REQUIRED FOR 8' AND 10'
 BUILDING AND FOUR REQUIRED
 FOR 12' TO 14' BUILDINGS.
 (4x 6'S TREATED)



MEASURES SHALL BE TAKEN DURING CONSTRUCTION
 TO INSURE THAT ONLY WORKMANSHIP OF THE HIGHEST QUALITY
 IS PERFORMED AND THAT ONLY THE BEST MATERIALS AND
 PRACTICES OF CONSTRUCTION ARE USED FOR A QUALITY AND
 SOUND BUILDING.
 (WIDTHS TYPICALLY MEASURE BAY TO BAY)

ALL STUDS 1/4\"/>

NOTE:
 THE UTILITY FLOORING, WALLS AND ROOF
 ARE DESIGNED TO COMPLY WITH THE 2003, 2006
 AND 2007 INTERNATIONAL BUILDING AND
 INTERNATIONAL RESIDENTIAL CODES. THEY ARE NOT
 INTENDED FOR RESIDENTIAL USE. FOR RESIDENTIAL
 USAGE ALL STATE AND LOCAL CODES MUST BE MET
 INCLUDING BUT NOT LIMITED TO SIZES, OPENINGS,
 CEILING HEIGHTS, ELECTRICAL, PLUMBING, ETC.

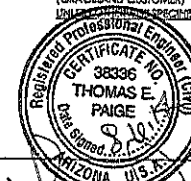
ARCHITECT'S NOTES:

1. FOUNDATIONS PERM, TIE-DOWNS AND ANCHORS SHALL MEET THE REQUIREMENTS OF THE "PERMANENT FOUNDATIONS GUIDE OF MANUFACTURED HOUSING" AS PUBLISHED BY HUD IN SEPTEMBER 1976, AND THE HUD HANDBOOK 41-2-1 REV. 2; AND ARE THE RESPONSIBILITY OF THE OWNER (GRACELAND CUSTOMER)
2. NO FIELD SUPERVISION PROVIDED UNDER THIS SEAL.
3. NO ADMINISTRATION PROVIDED UNDER THIS SEAL.

ALL FOUNDATION AND TIE DOWN REQUIREMENTS ARE THE RESPONSIBILITY OF THE OWNER (GRACELAND CUSTOMER) UNLESS OTHERWISE SPECIFIED.

SNOW LOAD
 40LB SNOW LOAD

WIND CERTIFICATION
 WIND EXPOSURE CATEGORY 'C'
 BASIC WIND SPEED
 (3 SECOND GUST) 100 M.P.H.



CABIN

N/S

GRACELAND PROPERTIES LLC.

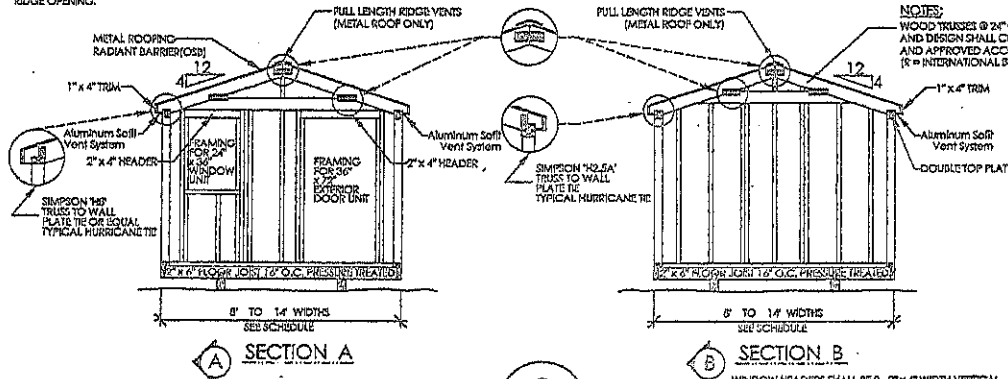
1A 12th St. Phoenix, AZ 85004
 602-944-1111
 www.gracelandproperties.com

Ron Montoya Designs, Inc.
 CUSTOM RESIDENTIAL & COMMERCIAL DESIGN SERVICES
 8724 ALHAMBRA BLVD. #101
 ALBUQUERQUE, NEW MEXICO 87113
 P: 505-234-4741
 F: 505-232-1437

A-1

Montoya Exp. 12.31.14

METAL ROOFING:
 METAL ROOFING SHALL BE 29 GAUGE OVER
 RADIANT BARRIER (OSB) SHEATHING WITH 22 GAUGE RIDGE CAP,
 EAVE TRIM AND RAKE TRIM. SCREEN CLOSURE OVER
 RIDGE OPENING.



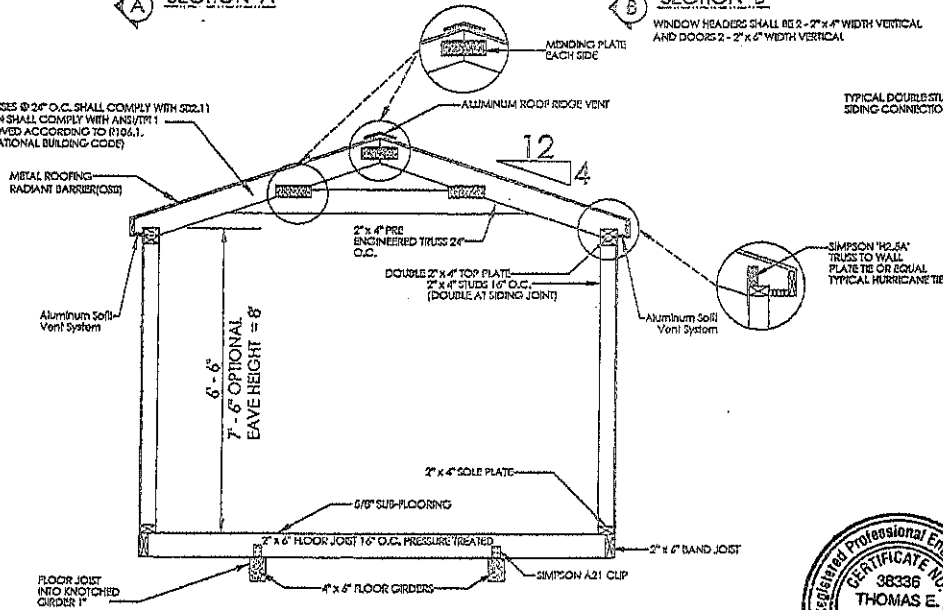
ROOF SHEATHING - 7/16\"/>

ROOF VENT:
 FIBERGLASS, ALUMINUM RIDGE CAP W/ SCREEN
 METAL, 22 GAUGE RIDGE CAP W/ SCREEN BELOW
 FASTENERS SHALL COMPLY WITH TABLE
 R602.2(1) AND SHALL BE GALVANIZED RING SHANK.

ARCHITECTS NOTES:
 1. FOUNDATIONS PRESS, TIE-DOWNS AND ANCHORS
 SHALL MEET THE REQUIREMENTS OF THE
 "PERMANENT FOUNDATIONS GUIDE OF
 MANUFACTURED HOUSING" AS PUBLISHED BY HUD
 IN SEPTEMBER 1996, AND THE HUD HANDBOOK 4146.1 REV. 2.
 2. NO FIELD SUPERVISION PROVIDED UNDER THIS SEAL.
 3. NO ADMINISTRATION PROVIDED UNDER THIS SEAL.

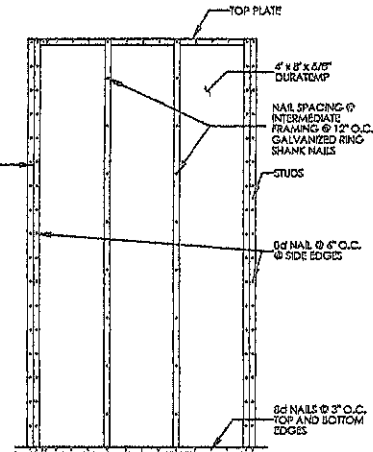
ALL FOUNDATION AND THE DOWN REQUIREMENTS
 ARE THE RESPONSIBILITY OF THE OWNER
 (GRACELAND CUSTOMER)
 UNLESS OTHERWISE SPECIFIED.

NOTES:
 WOOD TRUSSES @ 24\"/>



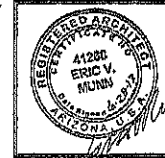
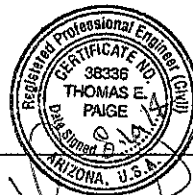
WALL FRAMING

TYPICAL DOUBLE STUD AT EACH
 SIDING CONNECTION (48\"/>



PLYWOOD SHEATHING PANELS SHALL OVERLAP THE TOP MEMBER
 AND THE BOTTOM PLATE BY 1/2\"/>

TYPICAL SECTION



RON MONTOYA DESIGNS, INC.
 CUSTOM RESIDENTIAL & COMMERCIAL DESIGN SERVICES
 8724 ALAMEDA NE SUITE A
 ALBUQUERQUE, NEW MEXICO 87113
 P: 505-283-3424
 F: 505-283-3427

CABIN
 NITS

GRACELAND PROPERTIES LLC.
 1700 BIRCH
 ALBUQUERQUE, NM 87102
 (505) 263-1000

A-2

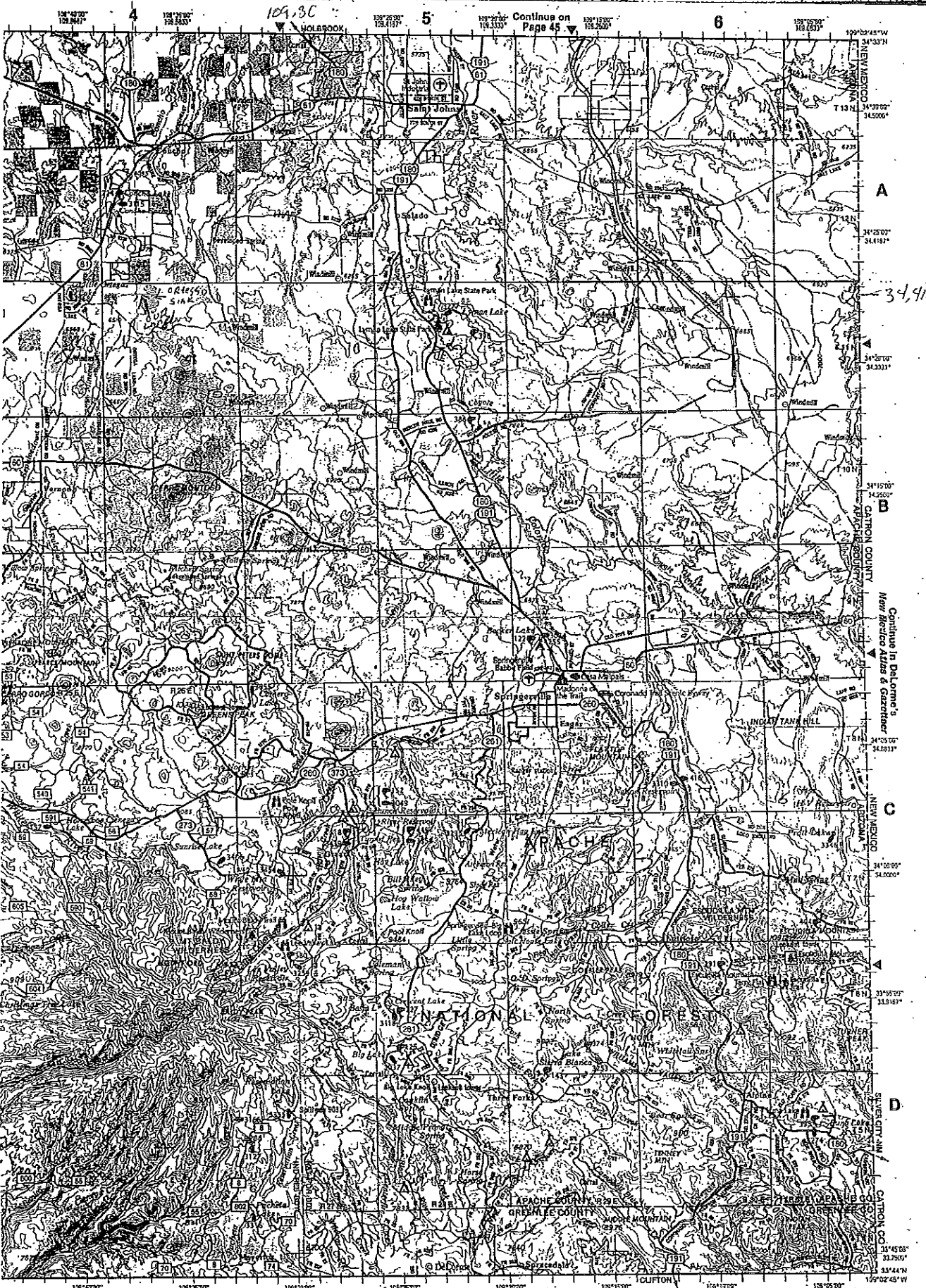
Thomas Paige, Exp. 12.31.17

10200

12,6

109.6255°

109.6255°
34.41570



A

B

C

D

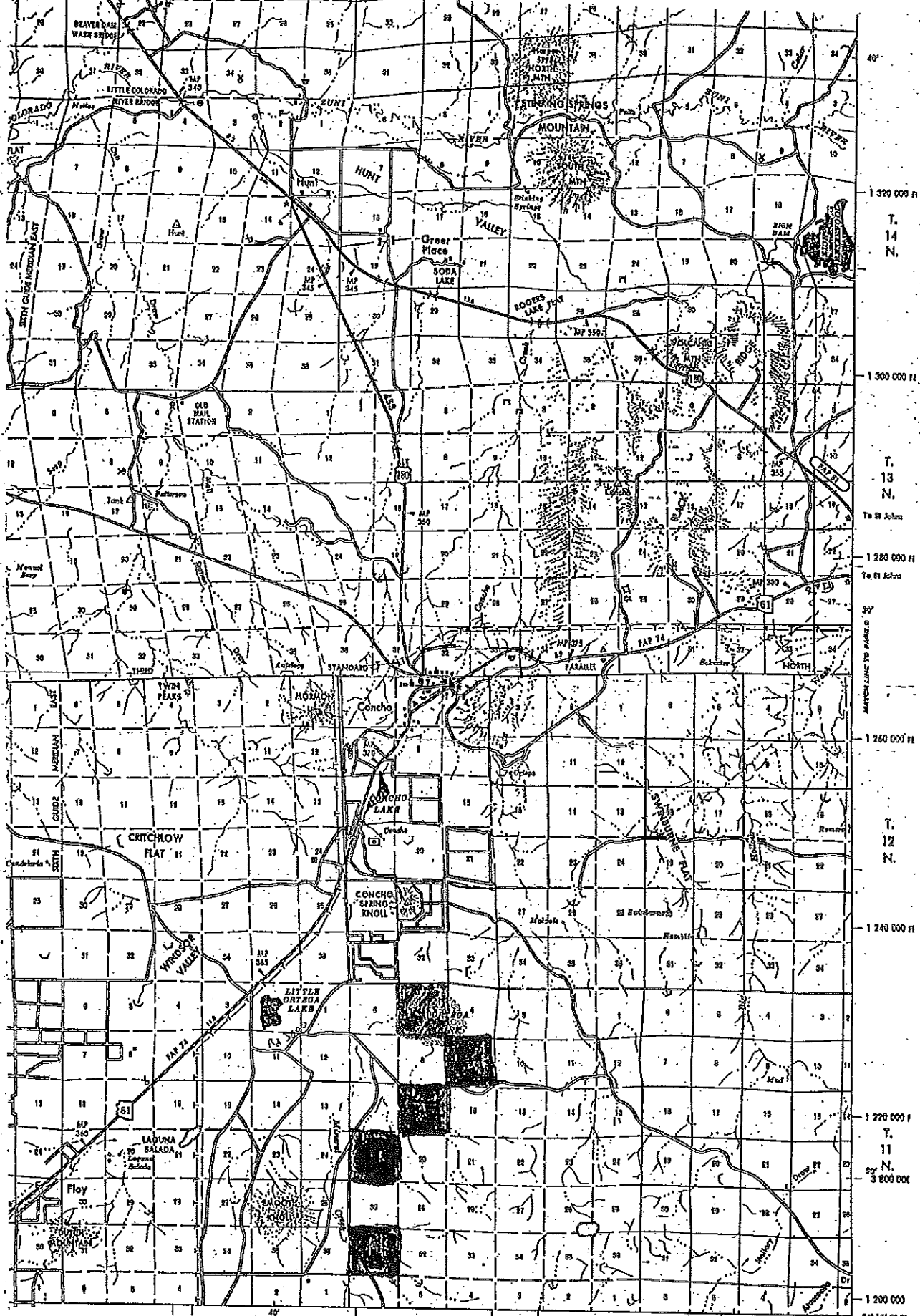
34,915

Continue in DeLorme's
New Pacific Atlas & Gazetteer

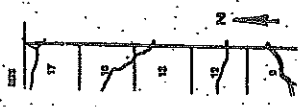
Continue on
Page 61

Scale 1:250,000
1 inch represents 4 miles

Contour interval
200 feet (61 meters)



Concho Lake Land Units 2, 3, 4, 4A
 GENERAL HIGHWAY MAP
 APACHE COUNTY, ARIZONA
 5 & 6



Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Library District, Judith Pepple

Date/Signature: Judith M. Pepple September 29, 2014

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

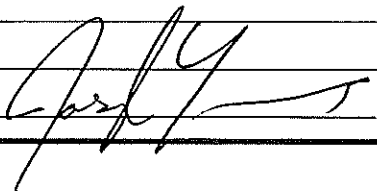
Discussion and possible approval of the donation of a microfiche reader with spare bulbs, microfiche history of the Arizona State Legislature, and Dell OptiPlex computer to the Apache County Historical Society Museum.

BOS Meeting Date Requested: **October 7, 2014**

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: 

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

September 26, 2014 - Proposed donation of old equipment from the Apache County Library District to the Apache County Historical Society Museum:

ITEM	Description	Serial No.	Date:
Microfiche Reader	Bell & Howell, Micro Design, Model 475. (Found one on E-bay that was referred to as "vintage" selling for about \$40.00)	6270335	Pre – 2000
2 spare bulbs for the microfiche reader	Apollo Projection Lamp FLT 13.8V 25W	n/a	Dated: "Received 10/20/98"
Microfiche of History of the Arizona State Legislature, 1912-1967.	By J. Morris Richards. (Only available on microfiche) 120 microfiche "slides"	n/a	
View Sonic LCD Computer Monitor	View Sonic VA1903wmb	R0J082080011	Date of Manufacture: 5/12/2008
Dell Computer	Dell Optiplex 760 (saw many on E-Bay selling for less than \$100.00 – this machine will be auctioned if not donated.)	9HPGLJ1	02/18/09
1 copy of Microsoft Windows Vista	(came with computer)	n/a	2009
1 mouse & keyboard	(came with computer)		2008-09

Dolly Patterson, Network Administrator
Apache County Library District
30 South 2nd West
St. Johns, AZ 85936
Office Phone: 928.337.4923
Apache County Library District

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Library District, Judith Pepple

Date/Signature: August 11, 2014 *Judith Pepple*

Describe in detail what you want to say to the Board and what action you want the Board to take:
Discussion and possible approval of a lease from August 8, 2014 through June 30, 2015, between the Apache County Library District and the Vernon Community Park Committee.

BOS Meeting Date Requested ~~August 18, 2014~~ October 7, 2014

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: *[Handwritten Signature]*

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

From: Joe Young [mailto:JYoung@apachelaw.net]
Sent: Tuesday, September 02, 2014 3:15 PM
To: Judith Pepple
Cc: Bonnie Stallings
Subject: RE: Vernon Park Agreement--revisited

I have attached the agenda review form. Below are my thoughts:

- We do need to change the word "indemnity" to "indemnify."
 - I believe Mr. Weller is mistaken on the non-perishable issue, the lease already allows distribution of non-perishable goods.
 - I do not see a need to incorporate 38-503. We are required by law to include reference to 38-511, which also incorporates the relevant provisions of 38-503 by implication. I think this is fine as is.
 - I do not see the need for the library district to pay utilities. I prefer this section remain unchanged.
 - I do not have a problem with including a provision that we be notified in insurance lapses. I think the best method is to require the library be named an additional insured and include that in the contract.
-

LEASE AGREEMENT

Lessor: Apache County Library District, St. Johns, Arizona
Lessee: Vernon Community Park Committee, Vernon, Arizona

LEASED PREMISES

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

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

TERM

This lease shall be for a term of commencing on the 8th day of August, 2014, and expiring on the 30th day of June, 2015.

RENT

Lessee shall pay to the Lessor for the leased premises the sum of \$25.00 per month, with the first payment to occur on or before the 1st day of August, 2014. Thereafter, rent shall become due and payable on the first day of every month.

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

BREACH

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

USE OF PREMISES

Lessee agrees to use the leased premises for the sole purpose of operating a monthly Community Food Bank. The Vernon Food Pantry will store and distribute perishable and non-perishable foods from said office. Lessee shall not substantially change from such type of business operations without the written consent of the Lessor. Lessee shall, at their own sole cost, comply with governmental regulations on said premises.

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

INSPECTION OF PREMISES

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

MAINTENANCE OF PREMISES

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

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

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

TERMINATION OF AGREEMENT

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

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

DESTRUCTION OF PREMISES

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

UTILITIES

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

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

date/time stamp

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

Chris Sexton, Director, ACPHSD

Date/Signature: 09/22/14

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 Contract #ADHS 14-053047, Bureau of Nutrition & Physical Activity – Women, Infants, Children – Breastfeeding Peer Counseling Program - Farmer's Market Nutrition Program, Amendment #1 which replaces the Price Sheet of the original agreement. The total Revised Price Sheet is \$165,796 and includes changing the part-time dietitian to full-time. This amendment also replaces the Special Terms and Conditions, Provision Twenty (20) Health Insurance Portability and Accountability act of 1996.

BOS Meeting Date Requested 10/07/2014

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Chris Sexton, Director, ACPHSD

Date/Signature: _____

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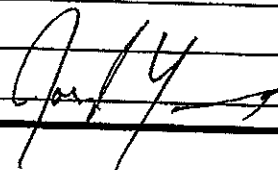
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BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: 

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

Kimberly Penrod

From: Ryan Patterson
Sent: Thursday, September 18, 2014 1:49 PM
To: Kimberly Penrod
Subject: RE: BNPA WIC BFPC FMNP Agenda Items

I have reviewed the contracts and it appears the amount was budgeted for properly. Please accept this as my signature.

Ryan N. Patterson, C.P.A.

Finance Director
Apache County
P.O. Box 428
St. Johns, AZ 85936
(928)337-7634
Fax (928)337-7600

From: Kimberly Penrod
Sent: Tuesday, September 16, 2014 7:23 AM
To: Joe Young; Ryan Patterson
Cc: Chris Sexton
Subject: FW: BNPA WIC BFPC FMNP Agenda Items

Joe and Ryan,

Have you been able to review? I am going to place these on the October 7th agenda (not the Nov 4th).

Kimberly

From: Kimberly Penrod
Sent: Tuesday, September 09, 2014 8:42 AM
To: Joe Young; Ryan Patterson
Cc: Chris Sexton
Subject: FW: BNPA WIC BFPC FMNP Agenda Items

Joe and Ryan,

Please review. We need your responses by Sept 29th to be able to place this on the Nov 4th Agenda.

Thx,

Kimberly

From: Kimberly Penrod
Sent: Tuesday, September 09, 2014 8:38 AM
To: Barry Weller
Cc: Chris Sexton
Subject: BNPA WIC BFPC FMNP Agenda Items

Mr. Weller,



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No: ADHS14-053047

Amendment No. 1

Procurement Specialist
Mr. Tracey Thomas

BNPA - WIC, BFPC, and FMNP

Effective April 1, 2014 it is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

- 1. The Price Sheet of original Agreement, is replaced by this revised Price Sheet in Amendment One (1). The total Revised Price Sheet is \$165,796.00 with the following changes:
a. Registered Dietician is increased by \$30,800.00 due to part-time dietitian becoming full-time dietitian.
2. Replace in its entirety, Special Terms and Conditions, Provision Twenty (20), Health Insurance Portability and Accountability Act of 1996 with the following:

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.

All other provisions of this agreement remain unchanged.

Apache County Public Health Services District
Contractor Name
75 West Cleveland Street
Address
St. Johns Arizona 85936
City State Zip

CONTRACTOR SIGNATURE

Contractor Authorized Signature
Printed Name
Title

CONTRACTOR ATTORNEY SIGNATURE

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 the State 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
Signed this ___ day of ___ 2014

Signature Date

Printed Name

Procurement Officer

Attorney General Contract No. P0012014000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, 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.

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.

Signature Date
Assistant Attorney General

Printed Name:



**INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT**

**Error! Main Document
Only. ARIZONA DEPARTMENT OF
HEALTH SERVICES**
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax
Procurement Specialist
Mr. Tracey Thomas

Contract No: **ADHS14-053047**

Amendment No. 1

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.



**INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT**

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Only. ARIZONA DEPARTMENT OF
HEALTH SERVICES**
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax
Procurement Specialist
Mr. Tracey Thomas

Contract No: ADHS14-053047

Amendment No. 1

**REVISED
PRICE SHEET**

April 1, 2014 to September 30, 2014

WIC Services

Account Classification	Amount
Personnel	
Employee Related Expenses	\$66,850.00
Professional & Outside Services	\$32,007.00
Travel Expense	\$0.00
Occupancy Expenses	\$2,012.00
Other Operating Expenses	\$600.00
Capital Expenditures	\$1,527.00
Indirect Cost	\$0.00
Registered Dietitian	\$0.00
	\$62,800.00
Total	\$165,796.00

Breastfeeding Peer Counseling Services

Account Classification	Amount
Personnel	
Employee Related Expenses	\$0.00
Professional & Outside Services	\$0.00
Travel Expense	\$0.00
Occupancy Expenses	\$0.00
Other Operating Expenses	\$0.00
Capital Expenditures	\$0.00
Indirect Costs	\$0.00
	\$0.00
Total	\$0.00

Farmer's Market Nutrition Program Services

Type of Service	Unit Rate	Unit of Measure	Estimated Number of Participants
WIC FMNP Check Issuance	\$1.25	WIC Participant	AS NEEDED

Additional Terms and Conditions:

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 except for Registered Dietitian Expenses. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent



**INTERGOVERNMENTAL AGREEMENT (IGA)
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1740 W. Adams, Room 303
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(602) 542-1040
(602) 542-1741 Fax
Procurement Specialist
Mr. Tracey Thomas

Contract No: **ADHS14-053047**

Amendment No. 1

(10%) or to a non-funded line item shall require an amendment. ADHS reserves the right to adjust awards given to local agencies depending on federal dollars received. Adjustments will be at the discretion of ADHS.

Additional WIC Program:

Should additional administrative monies become available through state or federal grants, ADHS may increase the purchase order to increase the number of participants served and increase the total of this contract.

The assigned caseload for FFY 2014 is: **600**

Additional Breastfeeding Peer Counseling Program:

Allowable costs for the Peer Counseling Program include compensation for peer counselors and designated peer counselor managers/coordinators, and related costs such as training and training materials; telephone expenses for participant contacts (including pager, cell phones and answering machines); travel for training and home and hospital visits; recruitment of peer counseling staff; and the purchase of demonstration materials (e.g., breast pumps for demonstration purposes, videos). Out of state travel must be pre-approved by ADHS. Items and materials for distribution to WIC participants (e.g. breast pumps, breastfeeding aids, written materials) are not allowable costs.

Farmer's Market Nutrition Program:

If funding for additional FMNP checks becomes available and the contract budget (as shown on the Contract Price Sheet) has been fully expended, Contractor may choose whether or not to distribute the additional checks with no increase in the contract budget.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Chris Sexton, Director, ACPHSD

Date/Signature: 09/22/14

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 Contract #ADHS 14-053047, Bureau of Nutrition & Physical Activity – Women, Infants, Children – Breastfeeding Peer Counseling Program - Farmer's Market Nutrition Program, Amendment #2 which replaces the Price Sheet of Amendment #1. The total Revised Price Sheet is \$168,389.00

BOS Meeting Date Requested 10/07/14

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

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BOS Meeting Date Requested _____

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Legal Review: _____

Signature: 

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

Kimberly Penrod

From: Ryan Patterson
Sent: Thursday, September 18, 2014 1:49 PM
To: Kimberly Penrod
Subject: RE: BNPA WIC BFPC FMNP Agenda Items

I have reviewed the contracts and it appears the amount was budgeted for properly. Please accept this as my signature.

Ryan N. Patterson, C.P.A.

Finance Director
Apache County
P.O. Box 428
St. Johns, AZ 85936
(928)337-7634
Fax (928)337-7600

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Subject: BNPA WIC BFPC FMNP Agenda Items

Mr. Weller,



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No: ADHS14-053047

Amendment No. 2

Sr. Procurement Specialist
Mr. Tracey Thomas

BNPA - WIC, BFPC, and FMNP

Effective October 1, 2014 it is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

- 1. The Price Sheet of original Agreement, is replaced by this revised Price Sheet in Amendment One (1). The total Revised Price Sheet is \$168,389.00 with the following changes:
a. Personnel Cost increased by \$72.00;
b. ERE increased by \$1.00;
c. Professional and Outside Services increased by \$1.00;
d. Travel increased by \$1,324.00 due to travel for new software training on HANDS;
e. Occupancy Expense decreased by \$599.00 to cover travel expenses and stay within budget;
f. Other Operating Expenses decreased by 797.00 to cover travel expenses and stay within budget;
g. Capital Expenditures increased by \$1.00; and
h. Registered Dietitian increased by \$2,590.00 due to having to attend new software training in Phoenix and Flagstaff.

All other provisions of this agreement remain unchanged.

Form with signature lines for Apache County Public Health Services District, Contractor Authorized Signature, Contractor Attorney Signature, and Procurement Officer. Includes fields for Name, Address, City, State, Zip, Title, Signature, and Date.



**INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT**

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HEALTH SERVICES**
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax
Procurement Specialist
Mr. Tracey Thomas

Contract No: ADHS14-053047

Amendment No. 2

**REVISED
PRICE SHEET**

October 1, 2014 to September 30, 2015

WIC Services

Account Classification	Amount
Personnel	\$66,922.00
Employee Related Expenses	\$32,008.00
Professional & Outside Services	\$1.00
Travel Expense	\$3,336.00
Occupancy Expenses	\$1.00
Other Operating Expenses	\$730.00
Capital Expenditures	\$1.00
Indirect Cost	\$0.00
Registered Dietitian	\$65,390.00
Total	\$168,389.00

Breastfeeding Peer Counseling Services

Account Classification	Amount
Personnel	\$0.00
Employee Related Expenses	\$0.00
Professional & Outside Services	\$0.00
Travel Expense	\$0.00
Occupancy Expenses	\$0.00
Other Operating Expenses	\$0.00
Capital Expenditures	\$0.00
Indirect Costs	\$0.00
Total	\$0.00

Farmer's Market Nutrition Program Services

Type of Service	Unit Rate	Unit of Measure	Estimated Number of Participants
WIC FMNP Check Issuance	\$1.25	WIC Participant	AS NEEDED

Additional Terms and Conditions:

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 except for Registered Dietitian Expenses. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent



**INTERGOVERNMENTAL AGREEMENT (IGA)
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Procurement Specialist
Mr. Tracey Thomas

Contract No: **ADHS14-053047**

Amendment No. 2

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Additional WIC Program:

Should additional administrative monies become available through state or federal grants, ADHS may increase the purchase order to increase the number of participants served and increase the total of this contract.

The assigned caseload for FFY 2014 is: **600**

Additional Breastfeeding Peer Counseling Program:

Allowable costs for the Peer Counseling Program include compensation for peer counselors and designated peer counselor managers/coordinators, and related costs such as training and training materials; telephone expenses for participant contacts (including pager, cell phones and answering machines); travel for training and home and hospital visits; recruitment of peer counseling staff; and the purchase of demonstration materials (e.g., breast pumps for demonstration purposes, videos). Out of state travel must be pre-approved by ADHS. Items and materials for distribution to WIC participants (e.g. breast pumps, breastfeeding aids, written materials) are not allowable costs.

Farmer's Market Nutrition Program:

If funding for additional FMNP checks becomes available and the contract budget (as shown on the Contract Price Sheet) has been fully expended, Contractor may choose whether or not to distribute the additional checks with no increase in the contract budget.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Chris Sexton, Director, ACPHSD

Date/Signature: 9-23-14

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 Governor's Office of Highway Safety Contract: Occupant Protection Equipment #2015-OP-011 in the amount of \$3,500.00 which will support Capital Outlay of 50 child safety seats to enhance Occupant Protection throughout Apache County.

BOS Meeting Date Requested 10-7-14

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

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BOS Meeting Date Requested 10-7-14

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

Finance Review: We have the budget capacity and will keep all expenditures based on state record requirements

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

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

HIGHWAY SAFETY CONTRACT

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

CFDA: 20.600

1. APPLICANT AGENCY Apache County Public Health Services District (ACPHSD)	GOHS CONTRACT NUMBER: 2015-OP-011
ADDRESS P.O. Box 697, St. Johns, Arizona 85936	PROGRAM AREA: 402-OP
2. GOVERNMENTAL UNIT Apache County	AGENCY CONTACT: Debbie Padilla
ADDRESS P.O. Box 697, St. Johns, Arizona 85936	3. PROJECT TITLE: Occupant Protection Equipment- Fifty (50) Child Safety Seats
4. GUIDELINES: 402- Occupant Protection (OP)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Capital Outlay: Fifty (50) Child Safety Seats to enhance Occupant Protection capabilities throughout Apache County.

6. BUDGET COST CATEGORY	Project Period FFY 2015
I. Personnel Services	\$0.00
II. Employee Related Expenses	\$0.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$3,500.00
TOTAL ESTIMATED COSTS	\$3,500.00

PROJECT PERIOD FROM: Effective Date (*Date of GOHS Director Signature*) TO: 09-30-2015

CURRENT GRANT PERIOD FROM: 10-01-2014 TO: 09-30-2015

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$3,500.00

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

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Apache County is a rural community with approximately 73,195 residents. Apache, Navajo and Zuni Indian Reservations comprise approximately 65% of the county's land. Apache County encompasses an area of 11,174 square miles with elevations that range from 3,500 feet to 11,590 feet. Many of the roads within Apache County are primitive and unpaved. Rural properties are accessed by public easements ("N" Roads). Such roads are not maintained by the Apache County Roads Department; therefore, there is no grading or snow plowing. As a result, emergency response to outlying areas can be extremely slow. Highways include; U.S. 60 , U.S. 191, State Highway 262, State Highway 264, State Highway 273, Indian Route 7, Indian Route 12, Indian Route 54, Indian Route 59, Indian Route 63.

The Apache County Public Health Services District administers over nineteen separate public health programs. The district is divided into five divisions each responsible for various services. The Health Promotion Division (County Health) and Injury Prevention Program have been providing car seat education to the public since 2002. The program consists of one instructor and five technicians. The Apache County Public Health Services District has developed strong working relationships with fellow injury prevention advocates of Northern Apache County, Southern Apache County and the Navajo Nation. Partnering communities include; Chinle, Fort Defiance, Sanders Tsaille, Pinon, Alpine, Concho, Eagar, Greer, Springerville, St. Johns, Vernon, Winslow, Hopi Nation, Show Low, Pinetop, Snowflake and Holbrook.

Agency Problem:

According to the 2012 Arizona Crash Facts, 1 person is killed every 10.68 hours and 1 person is injured every 10.54 minutes. Children ages 14 and younger accounted for 44 fatalities and 3,631 injuries. Motor vehicle crashes resulted in \$2.927 billion in economic losses in Arizona. In rural Arizona, there were 20,994 crashes. For Apache County residents, motor vehicle crashes resulted in \$79,033,578 in economic losses. In 2012, the amount of motor vehicle crashes in Apache County rose, (n=+86).

Agency Attempts to Solve Problem:

The Community Health Injury Prevention Program within the Apache County Public Health Services District continually strives to promote the correct and consistent use of child restraint systems among the general public. The program offers car seat educational classes, car seat check events and distributes car seats to low income families. With GOHS grant funds, the Apache County Public Health Services District successfully certified 6 car seat technicians in FFY 2013. These individuals are now available to rural geographic areas of Arizona (northern and southern Apache and Navajo Counties).

Agency Funding:

Federal 402 funds will support Capital Outlay: Fifty (50) Child Safety Seats to enhance Occupant Protection capabilities throughout Apache County.

How Agency Will Solve Problem With Funding:

With grant funds the Apache County Public Health Services District will continue to promote the correct and consistent use of child restraint systems among the general public. The Apache County Public Health Services District will purchase Fifty (50) Child Safety Seats no later than the third quarter of FFY 2015. By September 30, 2015, the Apache County Public Health Services District will successfully distribute Fifty (50) Child

Safety Seats to low income families. Furthermore, the Apache County Public Health Services will conduct one (1) Car Seat Check event at a local Head Start School.

GOALS/OBJECTIVES:

Federal 402 funds will support Capital Outlay: Fifty (50) Child Safety Seats to enhance Occupant Protection throughout Apache County.

Expenditures of funding pertaining to the OP/Occupant Protection Program including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Occupant Protection Program Goals provided by the Arizona Governor's Office of Highway Safety. The Occupant Protection Program Goal is to improve the use of seatbelts and child safety seats, to reduce the number of fatalities and injuries due to vehicular crashes throughout the State of Arizona.

PLEASE NOTE: Failure to submit Quarterly Reports and/or Report of Costs Incurred (RCIs) on time and correctly may delay reimbursement for expenditures to your agency.

METHOD OF PROCEDURE:

The Apache County Public Health Services District will make expenditures as follows to meet the outlined Program Goals/Objectives:

Capital Outlay – To purchase the following Capital Outlay for Occupant Protection Activities;
Fifty (50) Child Safety Seats

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed contract. A copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

EQUIPMENT:

Fifty (50) Child Safety Seats

Agencies receiving funding for Capital Outlay (major equipment) such as DUI Processing Vans, marked and unmarked enforcement sedans and marked enforcement motorcycles shall schedule a press conference that includes the Director of the Governor's Office of Highway Safety. The purpose of this press conference will be to present the equipment to the community.

The Apache County Public Health Services District shall immediately notify GOHS if any equipment purchased under this contract ceases to be used in the manner described in this contract. In such event, the Apache County Public Health Services District further agrees to dispose of this equipment using the Apache County Public Health Services District's, city, town or county ordinance, code or rule regarding disposal of equipment.

In the absence of an ordinance, code or rule regarding the disposal of the property, the Apache County Public Health Services District can refer to that of the state. The Apache County Public Health Services District shall maintain or cause to be maintained for its useful life, any equipment purchased under this contract. The

Apache County Public Health Services District shall incorporate any equipment purchased under this Contract into its inventory records. The Apache County Public Health Services District shall insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets this requirement.

Administrative and Maintenance Costs:

The Apache County Public Health Services District shall be responsible for all administrative, maintenance, operational costs and the costs of any damage relating to the [Fifty (50) Child Safety Seats].

Equipment Purchase:

The equipment purchased under this contract shall be ordered, received, training completed, and placed in service prior to the end of the project period.

If the Agency cannot meet this requirement, the Agency must submit a letter of explanation signed by the Project Director on the Agency's letterhead via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period.

The application of USDOT "Common Rule" and Circular A-102 requires that:

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

Original Purpose of Equipment:

Pursuant to 23 CFR §1200.21, all equipment purchased under this contract is to be used for the original purpose intended under this contract. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes and neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The Governor's Office of Highway Safety may reserve the right to transfer title to equipment acquired under this the Section 402 program to the Federal Government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 49 CFR §18.32.c.1 states that equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

Insurance:

It is agreed that the Apache County Public Health Services District shall adequately insure all capital equipment purchased under this contract for repair or replacement.

SPECIFIC REQUIREMENTS:

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA-

Requirements for Professional and Outside Services:

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

EQUIPMENT –

Requirements for Equipment:

The Apache County Public Health Services District shall include a high quality color photograph of all equipment purchased under this contract. The Apache County Public Health Services District shall complete the attached Capital Outlay Equipment form for all individual equipment purchases of \$5,000.00 or more. The form is to be attached and submitted with the next quarterly report subsequent to the delivery of the equipment.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

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

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Apache County Public Health Services District documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

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

State Contract:

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

PROJECT EVALUATION:

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

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded

project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1 st Quarterly Report (October 1 to December 31, 2014)	January 15, 2015
2 nd Quarterly Report (January 1 to March 31, 2015)	April 15, 2015
3 rd Quarterly Report (April 1 to June 30, 2015)	July 15, 2015
4 th Quarterly Report (July 1 to September 30, 2015)	October 30, 2015
Final Statement of Accomplishment	October 30, 2015

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

Final Statement of Accomplishment

The Project Director shall submit a Final Statement of Accomplishment Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishment Report.

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

Chris Sexton, Director, Apache County Public Health Services District, shall serve as Project Director.

Debbie Padilla, Division Manager, Apache County Public Health Services District, shall serve as Project Administrator.

Lizette Vasquez, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.

PROJECT MONITORING:

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

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

Project monitoring also serves as a management tool for:

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

Types of Monitoring

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

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

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000.00	Desk Review/Phone Conference
\$50,000.01 – \$99,999.99	In-House GOHS Review
\$100,000+	On-Site
Capital Outlay Greater than \$25,000.00 (combined)	On-Site
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during

	the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

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

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

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

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

Documentation

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

PROJECT PERIOD:

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

DURATION:

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

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

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

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

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$0.00
II.	Employee Related Expenses (ERE)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$3,500.00
	Fifty (50) Child Safety Seats @ \$50.00 each = \$2,500.00	
	Tax/Shipping = \$1,000.00	
	TOTAL ESTIMATED COSTS	*\$3,500.00

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

CERTIFICATIONS AND AGREEMENTS

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

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

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

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

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

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

I. Project Monitoring, Reports, and Inspections

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

II. Reimbursement of Eligible Expenses

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

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

III. Property Agreement

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

IV. Travel

In-State and Out-of-State Travel

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

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

V. Standard of Performance

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

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

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

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

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

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

XI. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

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

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

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

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

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

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

REIMBURSEMENT INSTRUCTIONS

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

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

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

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

Signature of Project Director:

Chris Sexton, Director
Apache County Public Health Services
District

*Signature of Authorized Official of
Governmental Unit:*

Tom White, Chairman
Apache County Board of Supervisors

Date Telephone

Date Telephone

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

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

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

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

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



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

September 22, 2014

Brown & Brown Law
P.O. Box 489
Flagstaff, AZ 86001

Dear Mr. Brown,

The Petition for Review of Real Property Valuation for parcel(s) 105-21-123D and 104-07-037 have been scheduled with the Board of Equalization on October 7, 2014 at 8:30 a.m.

The appeal will be held in the Supervisors' Meeting Room, County Annex Building, 75 West Cleveland, St. Johns, Arizona.

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

Sincerely,

Beth Bond
Assistant Clerk of the Board

BROWN & BROWN LAW OFFICES, P.C.
A PROFESSIONAL CORPORATION
OF ATTORNEYS

POST OFFICE BOX 489
26 SOUTH MAIN
EAGAR, ARIZONA 85925
(928)333-4717
(928)333-3566 FAX

DAVID A. BROWN
DOUGLAS E. BROWN
NICK D. PATTON
J. ALBERT BROWN

douglasbrown@outlook.com

AUGUST 20, 2014

APACHE COUNTY BOARD OF SUPERVISORS
ATTN: CLERK OF THE BOARD OF EQUALIZATION
POST OFFICE BOX 428
ST. JOHNS, ARIZONA 85936

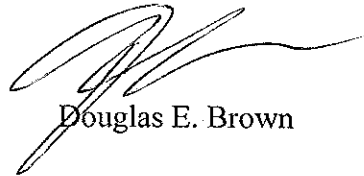
Dear Clerk:

This letter is an appeal of the assessor's decision pursuant to A.R.S. §42-16056(C) regarding the valuation of Parcel #105-21-123D. I represent the owners of this lot and am appealing the assessor's denial of my client's petition to the Apache County Board of Equalization.

Please let me know if there is something more I need to file and let me know when the board will be hearing this matter.

Thanks you for your consideration of these matters.

Sincerely,



Douglas E. Brown

DEB/brm

cc: Apache County Assessors Office
PO Box 770
St. Johns, AZ 85936

Apache County Assessor
 PO Box 770
 St. Johns, AZ 85936

**ASSESSOR
 NOTICE OF DECISION**



Rodger Dahozy, Apache County Assessor
 Phone: (928) 337-7615
 Hours: Monday thru Thursday 6:30 AM to 5:30 PM

RECEIVED
 AUG 18 2014
 BY: _____

Owner
 BROWN DOUGLAS E TRUSTEE BROWN & BROW
 OFFICES SHARING & RETI
 P.O. BOX 489
 EAGAR, AZ 85925

*Prepare
 for notices
 of appeal to
 the County Board
 of Equalization*

May be incomplete)
 EC 33 T9N R29E S 1309.50' W 2058' TO
 80' E 152' N 80' TO POB.

Tax Year:	2015	Account Number:	R0008142	Parcel Number:	105-21-123-D
Protest Date:	05/12/2014	Review Number:	PR-15-000021	Account Status:	Active
Mail Date:	08/14/2014				

Dear Property Owner,

The Apache County Assessor's Office has completed the review of the subject property and has determined the Limited, Full Cash, and Assessed Values as set forth below:

Account #	Parcel #	Notice of Value				Assessor Decision			
		Class	Ratio	FCV	LPV	Class	Ratio	FCV	LPV
R0008142	105-21-123-D	02.R	0.160	\$13,860	\$13,860	02.R	0.160	\$13,860	\$13,860
No Change Your FCV is supported by sales of comparable properties in the area. Property Description: COM E4 COR OF SEC 33 T9N R29E S 1309.50' W 2058' TO POB CONTIN W 152' S 80' E 152' N 80' TO POB.									

Pursuant to A.R.S. 42-16056, if the Assessor granted the relief requested by the property owner or if the property owner and Assessor reached an agreement during the review period this decision may not be appealed. If all or part of the petitioner request is denied an appeal may be filed with the County Board of Equalization or Superior Court within twenty-five days of this notice. A person shall not raise any issue with the County Board of Equalization if the issue was not included in the petition for review with the Assessor. Please file a copy of this notice with your appeal.

Signature of Assessor Representative

Assessor's Responsibility:

It is the responsibility of the Assessor to locate, identify and appraise at current market value locally assessable property subject to ad valorem taxes and to process exemptions specified by law. The Assessor has no jurisdiction or responsibility for budgets, tax rates or amounts of taxes paid. These matters are the responsibility of the various agencies performing the services supported by property taxes, such as county government, city government, school districts and other taxing districts.

28 Ac

0101

PETITION FOR REVIEW OF REAL PROPERTY VALUATION

PURSUANT TO A.R.S. TITLE 42, Ch. 15, Art. 3 and Ch. 16, Art. 1-5

FOR OFFICIAL USE ONLY

#15-22

FILED FOR TAX YEAR 2015

See Instructions for complete filing information

- In all counties, mail or hand deliver one copy of this completed petition to the County Assessor. Retain a copy for your records... The County Assessor may reject any petition not meeting statutory requirements.

COMPLETE SECTIONS 1 THROUGH 10 WHERE APPLICABLE. TYPE OR PRINT

1. DATE FILED 04/21/14 COUNTY Apache BOOK 105 MAP 21 PARCEL 123D
2. PROPERTY ADDRESS OR LEGAL DESCRIPTION: Springerville
3. IF THIS IS A MULTIPLE PARCEL APPEAL CHECK HERE [] ATTACH A MULTIPLE PARCEL APPEAL FORM (DOR 82131). SEE INSTRUCTIONS.
4. USE OF PROPERTY: COMMERCIAL / INDUSTRIAL [] (SPECIFY TYPE: Apartment, Office, warehouse, etc.)
VACANT LAND [x] AGRICULTURAL [] OTHER []

5A. OWNER'S NAME
Brown & Brown Law Offices, PC Profit Sha
NAME PO Box 489
ADDRESS Eagar, AZ 85925
CITY, STATE, ZIP CODE

5B. MAIL DECISION TO: (IF DIFFERENT THAN 5A)
NAME
ADDRESS
CITY, STATE, ZIP CODE

5C. IF OWNERSHIP HAS CHANGED CHECK HERE [] ATTACH RECORDED DOCUMENTATION.

6. PETITION COMPLETED BY: (Specify Owner, Agent, Attorney, etc.) Attorney, Trustee
Douglas E. Brown (928) 333-4717
NAME TELEPHONE
Same as above ADDRESS CITY, STATE, ZIP CODE

AGENTS ONLY: STATE BOARD OF APPRAISAL NUMBER STATE BOARD OF EQUALIZATION NUMBER

7. BASIS FOR PETITION: MARKET SALES APPROACH [] COST APPROACH [] INCOME APPROACH [] OTHER [x] (explain below)
Additional documents submitted must contain the book, map, and parcel number and be attached to the petition in order to be considered by the Assessor. Evidence contained in this appeal could be the basis for either increasing or decreasing the valuation or changing the legal classification of the property. This parcel is landlocked. There is no legal access to get to the parcel of land. Without access the value of the parcel is negligible. When compared to other small lots assessed values, this one is way too high. For example 104-03-061 and 066 are assessed at \$1,620, 104-03-060 at \$1,440 and they all have legal access.

Table with 4 columns: VALUE SHOWN ON NOTICE OF VALUE, FULL CASH VALUE, LIMITED PROPERTY VALUE, LEGAL CLASS, ASMT RATIO. Row 8: \$13,860, \$13,860, 2R, .16. Row 9: \$1,200, \$1,200, 2R, .160.

10. I HEREBY AFFIRM THAT THE INFORMATION INCLUDED OR ATTACHED IS TRUE AND CORRECT. TO REQUEST A MEETING WITH THE ASSESSOR CHECK HERE [x]
FOR SBOE (IN MARICOPA AND PIMA COUNTIES ONLY): If you want this appeal to be heard "On The Record" check here. [] This means that neither you, the Assessor, your Agent, or Attorney (if applicable) will appear before the State Board of Equalization to offer testimony. Submit any additional written or typed information with this appeal to the SBOE.
X SIGNATURE OF PROPERTY OWNER OR REPRESENTATIVE (928) 333-4717 TELEPHONE douglasbrown@outlook.com EMAIL

FOR OFFICIAL USE ONLY. ASSESSOR'S DECISION: FULL CASH VALUE \$13,860, LIMITED PROPERTY VALUE \$13,860, LEGAL CLASS 2, ASMT RATIO .16. BASIS FOR DECISION: NO proof of evidence shown that legal access has been sought. DATE RECEIVED 4-24-14, DATE DECISION MAILED 8-14-2014, REVIEWED BY [Signature], ASSESSOR OR CHIEF DEPUTY. COUNTY BOARD OF EQUALIZATION DECISION: FULL CASH VALUE \$, LIMITED PROPERTY VALUE \$, LEGAL CLASS, ASMT RATIO. BASIS FOR DECISION: [Signature]. DATE RECEIVED 8/21/14, DATE DECISION MAILED, CHAIRMAN OR CLERK OF THE BOARD

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

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

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

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

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



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

September 22, 2014

Brown & Brown Law
P.O. Box 489
Eagar, AZ 85925

Dear Mr. Brown,

The Petition for Review of Real Property Valuation for parcel(s) 105-21-123D and 104-07-037 have been scheduled with the Board of Equalization on October 7, 2014 at 8:30 a.m.

The appeal will be held in the Supervisors' Meeting Room, County Annex Building, 75 West Cleveland, St. Johns, Arizona.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Beth Bond". The signature is fluid and cursive, with a large loop at the end.

Beth Bond
Assistant Clerk of the Board

BROWN & BROWN LAW OFFICES, P.C.
A PROFESSIONAL CORPORATION
OF ATTORNEYS

POST OFFICE BOX 489
26 SOUTH MAIN
EAGAR, ARIZONA 85925
(928)333-4717
(928)333-3566 FAX

DAVID A. BROWN
DOUGLAS E. BROWN
NICK D. PATTON
J. ALBERT BROWN

douglasbrown@outlook.com

AUGUST 20, 2014

APACHE COUNTY BOARD OF SUPERVISORS
ATTN: CLERK OF THE BOARD OF EQUALIZATION
POST OFFICE BOX 428
ST. JOHNS, ARIZONA 85936

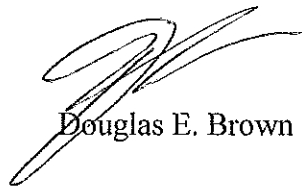
Dear Clerk:

This letter is an appeal of the assessor's decision pursuant to A.R.S. §42-16056(C) regarding the valuation of Parcel #104-07-037. I represent the owners of this lot and am appealing the assessor's denial of my client's petition to the Apache County Board of Equalization.

Please let me know if there is something more I need to file and let me know when the board will be hearing this matter.

Thanks you for your consideration of these matters.

Sincerely,



Douglas E. Brown

DEB/brm

cc: Apache County Assessors Office
PO Box 770
St. Johns, AZ 85936

Apache County Assessor
 PO Box 770
 St. Johns, AZ 85936

**ASSESSOR
 NOTICE OF DECISION**



Rodger Dahozy, Apache County Assessor
 Phone: (928) 337-7615
 Hours: Monday thru Thursday 6:30 AM to 5:30 PM

RECEIVED
 AUG 18 2014
 BY: _____

Owner BROWN DOUGLAS TRUSTEE BROWN & BROWN OFFICE P.C. TRUST ATTN: DOUGLAS E BROWN P.O. BOX 489 EAGAR, AZ 85925	Property Description (May be incomplete) W2 NW4 SE4 SEC 3 T8N R29E
--	--

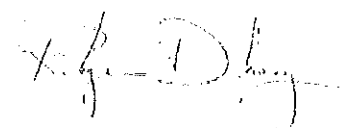
Tax Year: 2015	Account Number: R0004563	Parcel Number: 104-07-037
Protest Date: 04/29/2014	Review Number: PR-15-000327	Account Status: Active
Mail Date: 08/14/2014		

Dear Property Owner,

The Apache County Assessor's Office has completed the review of the subject property and has determined the Limited, Full Cash, and Assessed Values as set forth below:

Account #	Parcel #	Notice of Value				Assessor Decision			
		Class	Ratio	FCV	LPV	Class	Ratio	FCV	LPV
R0004563	104-07-037	02.R	0.160	\$142,270	\$142,270	02.R	0.160	\$142,270	\$142,270
No Change Your FCV is supported by sales of comparable properties in the area. Property Description: W2 NW4 SE4 SEC 3 T8N R29E									

Pursuant to A.R.S. 42-16056, if the Assessor granted the relief requested by the property owner or if the property owner and Assessor reached an agreement during the review period this decision may not be appealed. If all or part of the petitioner request is denied an appeal may be filed with the County Board of Equalization or Superior Court within twenty-five days of this notice. A person shall not raise any issue with the County Board of Equalization if the issue was not included in the petition for review with the Assessor. Please file a copy of this notice with your appeal.



 Signature of Assessor Representative

Assessor's Responsibility:
 It is the responsibility of the Assessor to locate, identify and appraise at current market value locally assessable property subject to ad valorem taxes and to process exemptions specified by law. The Assessor has no jurisdiction or responsibility for budgets, tax rates or amounts of taxes paid. These matters are the responsibility of the various agencies performing the services supported by property taxes, such as county government, city government, school districts and other taxing districts.

PETITION FOR REVIEW OF REAL PROPERTY VALUATION

PURSUANT TO A.R.S. Title 42, Ch. 16, Art. 3 and Ch. 16, Art. 1-5.

#15-64

In all counties, mail or hand deliver one copy of this completed petition to the County Assessor. Retain a copy for your own records (and for use in possible further appeals). Taxpayers receiving a Notice of Value have sixty days from the date the notice was mailed to file this petition. United States Postal Service postmark dates are evidence of the dates petitions were filed and decisions were mailed.

The County Assessor reserves the right to reject any petition not meeting statutory requirements. Only one petition for each parcel will be accepted. Any duplicate petitions will be returned.

COMPLETE SECTIONS 1 THROUGH 10 WHERE APPLICABLE. TYPE OR PRINT.

- DATE FILED: 4/29/2014 COUNTY: Apache BOOK 104 MAP 07 PARCEL 037 Total Parcels:
- PROPERTY ADDRESS OR LEGAL DESCRIPTION:
- IF THIS IS A MULTIPLE PARCEL APPEAL CHECK HERE ATTACH A MANUAL PARCEL APPEAL FORM
- USE OF PROPERTY: Land 8794

5A Owner: Douglas E Brown PO Box 489 Eagar AZ 85926	5B. MAIL DECISION TO: TaxDetective LLC PO Box 89643 Tucson, AZ 85752
--	---

5C. CHECK HERE IF OWNERSHIP HAS CHANGED AND ATTACH RECORDED DOCUMENTATION.

6. PETITION COMPLETED BY: (Specify Owner, Agent, Attorney, etc) Agent
 TaxDetective LLC Phone: (520) 529-3154
 PO Box 89643
 Tucson, AZ 85752

AGENTS ONLY: STATE BOARD OF APPRAISAL # 980286/2006004 STATE BOARD OF EQUALIZATION # 003

7. BASIS FOR THIS PETITION: MARKET COST Additional documents submitted must contain the book, map, and parcel number and be attached to the petition in order to be considered by the Assessor. Evidence contained in this appeal could be the basis for either increasing or decreasing the valuation.

Please See Attachment

8. VALUE SHOWN ON NOTICE OF VALUE	FULL CASH VALUE \$142,270	LIMITED PROPERTY VALUE \$142,270	LEGAL CLASS 3	ASMT RATIO
7. OWNER'S OPINION OF VALUE	FULL CASH VALUE \$35,719	LIMITED PROPERTY VALUE <= \$35,719	LEGAL CLASS 3	ASMT RATIO

8. I HEREBY AFFIRM THAT THE INFORMATION INCLUDED OR ATTACHED IS TRUE AND CORRECT.

IN MARICOPA AND PIMA COUNTIES ONLY: Check here if you want this appeal to be heard on the record and submit any additional written or typed information with this appeal. This means that neither you nor the Assessor will appeal before the State Board of Equalization to offer

X Support@taxdetective.com Email: Support@taxdetective.com

SIGNATURE OF PROPERTY OWNER OR REPRESENTATIVE

TO REQUEST A MEETING WITH THE ASSESSOR CHECK HERE

TELEPHONE: (520)-529-3154 EMAIL: support@taxdetective.com

ASSESSOR'S DECISION	FULL CASH VALUE \$	LIMITED PROPERTY VALUE \$	LEGAL CLASS	ASMT RATIO
BASIS FOR DECISION				
<u>4-29-14</u>	DATE RECEIVED	DATE DECISION MADE	REVIEWED BY	ASSESSOR OR CHIEF DEPUTY
COUNTY BOARD OF EQUALIZATION DECISION	FULL CASH VALUE \$	LIMITED PROPERTY VALUE \$	LEGAL CLASS	ASMT RATIO
BASIS FOR DECISION				
<u>8/21/14</u>	DATE RECEIVED	DATE DECISION MAILED	CHAIRMAN OR CLERK OF THE BOARD	

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

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

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

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

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



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

September 22, 2014

Diana Shobe
P.O. Box 793
Concho, AZ 85924

Dear Ms. Shobe,

Your Petition for Review of Real Property Valuation for parcel 107-52-029 has been scheduled with the Board of Equalization on October 7, 2014 at 8:30 a.m.

The appeal will be held in the Supervisors' Meeting Room, County Annex Building, 75 West Cleveland, St. Johns, Arizona.

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

Sincerely,

Beth Bond
Assistant Clerk of the Board

ASSESSOR NOTICE OF DECISION

Assessor

Rodger Dahozy, Assessor
 Phone: (928) 337-7615

OWNER SHOBE DIANA P.O. BOX 793 CONCHO, AZ 85924	PROPERTY DESCRIPTION (May be Incomplete) SEC 11 T11N R25E, LAKE VIEW RANCH UNIT 1 LOT 29
---	--

Tax Year: 2015	Account Number: R0021232	Parcel Number: 107-52-029	
Protest Date: 28-May-2014	Review Number: PR-15-000078	Account Status: Active	
Mail Date: 14-Aug-2014			

Dear Property Owner,
 The Apache County Assessor's Office has completed the review of the subject property and has determined the Limited, Full Cash, and Assessed Values as set forth below:

Original Values Determined By Assessor For the Tax Year and Noticed to Property Owner	Legal Class	Limited Property Value	Primary Assessed	Full Cash Value	Secondary Assessed
	02.R - 0.16	\$27,780	\$4,445	\$27,780	\$4,445
	04.1 - 0.10	\$21,101	\$2,110	\$21,101	\$2,110
Total		\$48,881	\$6,555	\$48,881	\$6,555

Assessor's Final Decision and Valuation: **NO CHANGE YOU MUST FILL OUT THE AG FORM FIRST TO BE CONSIDERED FOR AGRICULTURE.**

Assessor's Decision	Legal Class	Limited Property Value	Primary Assessed	Full Cash Value	Secondary Assessed
	02.R - 0.16	\$27,780	\$4,445	\$27,780	\$4,445
	04.1 - 0.10	\$21,101	\$2,111	\$21,101	\$2,111
Total		\$48,881	\$6,556	\$48,881	\$6,556

Pursuant to A.R.S. 42-16056, if the Assessor granted the relief requested by the property owner or if the property owner and Assessor reached an agreement during the review period this decision may not be appealed. If all or part of the petitioner request is denied an appeal may be filed with the County Board of Equalization or Superior Court within twenty-five days of this notice. A person shall not raise any issue with the County Board of Equalization if the issue was not included in the petition for review with the Assessor. Please file a copy of this notice with your appeal.

7/8/2014
 X
 Signature of Assessor Representative

Assessor's Responsibility;
 It is the responsibility of the Assessor to locate, identify and appraise at current market value, locally assessable property subject to ad valorem taxes and to process exemptions specified by law. The Assessor has no jurisdiction or responsibility for budgets, tax rates or amounts of taxes paid. These matters are the responsibility of the various agencies performing the services supported by property taxes, such as county government, city government, school districts and other taxing districts.

PETITION FOR REVIEW OF REAL PROPERTY VALUATION

PURSUANT TO A.R.S. TITLE 42, Ch. 15, Art. 3 and Ch. 16, Art. 1-5

FILED FOR TAX YEAR 2015

See Instructions for complete filing information

FOR OFFICIAL USE ONLY
REC'D 05/28/14 - DGB
#15-167

- In all counties, mail or hand deliver one copy of this completed petition to the County Assessor. Retain a copy for your records (and for use in possible further appeals). Taxpayers receiving a Notice of Value have sixty days from the date the notice was mailed to file this petition. United States Postal Service postmark dates are evidence of the dates petitions were filed and decisions were mailed.
- The County Assessor may reject any petition not meeting statutory requirements. Only one petition for each parcel or economic unit will be accepted. Any duplicate petition(s) will be returned.

COMPLETE SECTIONS 1 THROUGH 10 WHERE APPLICABLE. TYPE OR PRINT

1. DATE FILED 4/29/14 COUNTY Apache BOOK 107 MAP 52 PARCEL 029
 2. PROPERTY ADDRESS OR LEGAL DESCRIPTION: 149 ER 3000
 3. IF THIS IS A MULTIPLE PARCEL APPEAL CHECK HERE . ATTACH A MULTIPLE PARCEL APPEAL FORM (DOR 82131). SEE INSTRUCTIONS.
 4. USE OF PROPERTY: COMMERCIAL / INDUSTRIAL (SPECIFY TYPE: Apartment, Office, warehouse, etc.)
 VACANT LAND AGRICULTURAL OTHER

5A. OWNER'S NAME
 NAME Diana Shuba
 ADDRESS P.O. Box 696
 CITY, STATE, ZIP CODE 87 Wms Az 85924

5B. MAIL DECISION TO: (IF DIFFERENT THAN 5A)
 NAME Diana Shuba
 ADDRESS P.O. Box 793
 CITY, STATE, ZIP CODE Cochise AZ 85924

- 5C. IF OWNERSHIP HAS CHANGED CHECK HERE . ATTACH RECORDED DOCUMENTATION.
 6. PETITION COMPLETED BY: (Specify Owner, Agent, Attorney, etc.)

NAME Diana Shuba TELEPHONE 928-245-6660
 ADDRESS P.O. Box 793 Cochise Az 85924
 CITY, STATE, ZIP CODE

AGENTS ONLY: STATE BOARD OF APPRAISAL NUMBER _____ STATE BOARD OF EQUALIZATION NUMBER _____

7. BASIS FOR PETITION: MARKET SALES APPROACH COST APPROACH INCOME APPROACH OTHER (explain below)
 Additional documents submitted must contain the book, map, and parcel number and be attached to the petition in order to be considered by the Assessor. Evidence contained in this appeal could be the basis for either increasing or decreasing the valuation or changing the legal classification of the property.
Lower value of Neighboring property

8. VALUE SHOWN ON NOTICE OF VALUE	FULL CASH VALUE \$ <u>48,881</u>	LIMITED PROPERTY VALUE \$ <u>48,881</u>	LEGAL CLASS <u>M</u>	ASMT RATIO <u>.134</u>
9. OWNER'S OPINION OF VALUE	FULL CASH VALUE \$ <u>16,411</u>	LIMITED PROPERTY VALUE \$ <u>16,411</u>	LEGAL CLASS <u>01.07</u>	ASMT RATIO <u>.110</u>

10. I HEREBY AFFIRM THAT THE INFORMATION INCLUDED OR ATTACHED IS TRUE AND CORRECT.

X Diana Shuba
 SIGNATURE OF PROPERTY OWNER OR REPRESENTATIVE
 TELEPHONE 928-245-6660 EMAIL _____

TO REQUEST A MEETING WITH THE ASSESSOR CHECK HERE.
FOR SBOE (IN MARICOPA AND PIMA COUNTIES ONLY):
 If you want this appeal to be heard "On The Record" check here.
 This means that neither you, the Assessor, your Agent, or Attorney (if applicable) will appear before the State Board of Equalization to offer testimony. Submit any additional written or typed information with this appeal to the SBOE.

ASSESSOR'S DECISION	FULL CASH VALUE \$ <u>48,881</u>	LIMITED PROPERTY VALUE \$ <u>48,881</u>	LEGAL CLASS <u>M</u>	ASMT RATIO <u>.134</u>
BASIS FOR DECISION: <u>NO CHANGE. PLEASE COMPLETE AG APPLICATION.</u>				
DATE RECEIVED <u>5-28-14</u>	DATE DECISION MAILED <u>15 AUG 2014</u>	REVIEWED BY <u>C Jensen</u>	ASSESSOR OR CHIEF DEPUTY <u>Chris Hill</u>	
COUNTY BOARD OF EQUALIZATION DECISION	FULL CASH VALUE \$	LIMITED PROPERTY VALUE \$	LEGAL CLASS	ASMT RATIO
BASIS FOR DECISION:				
DATE RECEIVED <u>9/8/14</u>	DATE DECISION MAILED	CHAIRMAN OR CLERK OF THE BOARD		

RECEIVED
 SEP 08 2014

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING
September 16, 2014
St. Johns, Arizona

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

Chairman White called to order the Board of Supervisors, Library District and Health District meetings at 8:32 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona and welcomed all in attendance.

Bonnie Weller gave the Invocation.

Barry Williams led the Pledge of Allegiance.

Chairman White called for the Library District items.

Judith Pepple, Library Director introduced Tamera Applegate, the Vernon Public Library Manager, and requested approval of community representatives, proposed budget, and Strategic Planning Process for the Vernon Public Library. **Mr. Weller moved approval seconded by Mr. Shirley.** Mr. Weller commended Ms. Applegate for the work within the community. Vote was unanimous.

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

Chairman White called for the Health District items.

Chris Sexton, Health Director, requested approval of revised Sexually Transmitted Disease IGA #ADHS14-071557 which reflect a pricing sheet update to include temporary staff funding. **Mr. Weller moved approval, seconded by Mr. Shirley.** Mr. Weller stated that he would like to see more trend data for the past few years relative to the diseases, as well as expenses incurred and what the goals are as well as the needs to address the issue. Vote was unanimous.

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

Chairman White called for the regular agenda items.

Mr. Wengert presented the Consent items A, B, & C. Mr. Weller requested each item be addressed separately.

Mr. Wengert presented Item A. Request approval of minutes dated September 2, 2014. **Mr. Weller moved approval, seconded by Mr. Shirley.** Mr. Weller stated that he again, he wanted

to point out the August 19th Minutes reflect the August 4th minutes, relative to the County Attorney assuring the Board they would bring forth the written Attorney General's opinion on the special taxing district issues relative to the Board's approval of the budget, and he has not yet received it. Mr. Weller stated we are now to September 16th without that information from the Attorney General's Office and he feels uncomfortable about approving any expenses in the budget since they may not be appropriately approved; even though he continues to do it with a flag of concern. Mr. Weller asked the County Attorney if he could get a copy of the letter sent to the County from the Attorney General. Attorney Joseph Mr. Young responded that he spoke with the Attorney's General's Office about this issue, and he was verbally informed their office is alright with it, and they would send a letter but they have not yet sent the letter to the County indicating they were closing the complaint; that is why it has not been shared with the Board. Mr. Young stated he will follow up with their office to obtain the letter. Mr. Weller asked Mr. Young to send him the initial written complaint. Mr. Young stated he would provide a copy of the initial complaint to Mr. Weller. Vote was unanimous.

Mr. Wengert presented Item B. Request approval of demands dated September 2, 2014 – September 16, 2014 (September 3rd; September 4th; September 9th and September 10th). Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process. **Mr. Weller moved approval but stated he will be opposing, seconded by Mr. Shirley.** Payee Amount NEW WORLD SYSTEMS CORPORATION 1,895.00 ADAPTIVE DIGITAL SYSTEMS INC 8,300.00 APACHE COUNTY 29,700.00 APACHE COUNTY SHERIFF'S POSSE 1,500.00 ARIZONA STATE FORESTRY DIVISION 10,656.56 ASR PIMA UNIFORMS 1,140.36 AZ BRAKE & CLUTCH SUPPLY 4,092.14 AZLGEBT 306,238.40 BANK OF THE WEST – 4747 1,869.75 BLUE HILLS ENVIRONMENTAL 28,512.17 BRADCO 74,104.91 DELL COMPUTER CORPORATION 1,841.11 DOYLE, WILLIAM E 49,958.80 EMPIRE MACHINERY 1,920.21 FRONTIER 1,738.26 GABBY, BRUCE T 1,162.66 GALL'S INC 1,719.02 INGRAM LIBRARY SERVICES 1,006.89 MO MONEY ASSOCIATES LLC 1,745.24 NEW WORLD SYSTEMS CORPORATION 2,590.00 NEXTRAQ 17,089.20 NORCHEM DRUG TESTING LABORATORY 3,390.31 PARIZEK, ARTHUR K 1,980.00 PERFECT PRINTZ LLC 1,239.63 QUILL CORP 1,896.59 S R ROBERTS INC 1,208.00 SHELL OIL 3,021.57 ST JOHNS EMERGENCY SERVICES 1,104.14 STAPLES CREDIT PLAN 1,702.50 SUN DEVIL FIRE EQUIPMENT INC 1,995.88 TAYLOR, B BROOKS 2,700.00 VERITAS RESEARCH CONSULTING 1,680.00 VERIZON WIRELESS 2,670.83 WAGNER & ASSOCIATES 1,000.00 ZADDACK, TERESA 1,312.20 EW PARKER ENTERPRISES 80,029.94 APACHE COUNTY HAS 2,654.59 APACHE COUNTY MEDICAL 140,383.52 APACHE COUNTY TAX WITHHOLDING 141,045.86 AZ STATE RETIREMENT SYSTEM 91,001.33 COLONIAL LIFE AND ACCIDENT INS 1,431.81 CORRECTIONS OFFICER RET PLAN 9,049.83 CORRECTIONS OFFICER RETIREMENT PLAN 520 5,146.13 NATIONWIDE 1,605.00 PUBLIC SAFETY PERSONNEL 401 14,122.03 PUBLIC SAFETY SHERIFF RET 32,858.22 SECURITY BENEFIT GROUP 1,321.00 SUPPORT PAYMENT CLEARINGHOUSE 2,136.68 ARIZONA STATE FORESTRY DIVISION 4,860.94 AZ DEPT OF HEALTH SERVICES 1,210.00 AZ DEPT OF RISK MANAGEMENT 2,210.65 AZ SUPREME COURT 1,500.00 AZ SUPREME COURT 1,500.00 AZ SUPREME COURT 13,875.00 AZ SUPREME COURT 2,250.00 AZ SUPREME COURT 4,500.00 BEGODY, CANDACE 1,250.00 CDW GOVERNMENT LLC 1,585.61 CLABORNE,

GLENDORA 4,050.00 COCONINO COUNTY 3,733.33 CONTINUOUS RAINGUTTER SYSTEMS 2,859.71 CRISS CANDELARIA LAW OFFICE 1,208.00 DEWITT, COLLIN J 1,600.00 EMPIRE MACHINERY 1,162.85 FOREMOST PROMOTIONS 5,352.19 HILLYARD INC 1,433.56 L R INVESTIGATIONS LLC 1,150.00 LAW OFFICE OF MARSHA GREGORY 8,681.50 LAWSON PRODUCTS INC 1,264.18 MCKESSON MEDICAL SURGICAL 1,286.92 MERRILL, KYLER GRANT 2,385.00 MOYERS, DENNIS V 2,880.00 NAVAJO TRIBAL UTILITY AUTHORITY 1,026.40 NAVOPACHE ELECTRIC COOPERATIVE 11,250.53 PTS OF AMERICA LLC 1,634.60 QUILL CORP 4,197.80 REDW LLC 1,175.00 RUSH TRUCK CENTER 1,206.79 SCHIFF, LAURENCE 1,300.00 SHELL OIL 1,755.82 STALEY LAW FIRM PLLC 1,083.50 THE AARONS COMPANY LLC 3,000.00 TOWN OF EAGAR 7,626.29 TRINITY SERVICES GROUP INC 14,183.78 WHITE MOUNTAIN REGIONAL MEDICAL CENTER 1,092.25 WILLIAMS LAW GROUP PLLC 8,500.00 YOUNGS FUTURE TIRE 2,862.49 Mr. Weller stated he will be voting to oppose this under the grounds previously stated, due to the unsureness of an appropriate budget being adopted. Mr. Weller stated that it has been a couple months without receiving the Attorney General's opinion and there has been spending on special event issues that he feels does not meet his principle concerns, so he will vote no on the demands today. Motion passed 2-1 with Mr. Weller voting nay.

Mr. Wengert presented Consent Item C. under the County Manager's Office, request for approval of the modification of the current Executive Assistant/Record Manager position to an Administrative Coordinator. Mr. Wengert stated the current range is a 33 and the proposed range is 38. Mr. Wengert stated this is being requested because of a vacancy due to Bonnie Stallings moving into the Public Fiduciary position. Mr. Wengert stated the position requires greater duties and responsibilities and it is time to upgrade the position. **Mr. Shirley moved approval, seconded by Mr. Weller.** Vote was unanimous.

Commander Lance Spivey, on behalf of the Sheriff's Office, requested approval to accept the Emergency Management Performance Grant (EMPG) in the amount of \$127,263.00. **Mr. Shirley moved approval, seconded by Mr. Weller.** Mr. Weller asked what compliance with PL93-348 is, relative to protection of human subjects. Commander Spivey stated he would have to research it. Mr. Weller stated that it was a lot of money and appreciated the work done to obtain the grant. Vote was unanimous.

Commander Lance Spivey, on behalf of the Sheriff's Office, requested approval to accept the Governor's Office of Highway Safety Grant (GOHS) Selective Traffic Enforcement; 2015-PT-001, in the amount of \$44,668.00. Commander Spivey stated the funding will support the purchase of ten (10) radars and overtime with ERE's to enhance speed enforcement throughout Apache County and there are no matching funds required. **Mr. Shirley moved approval. Mr. Weller seconded but stated he will probably be voting against the item.** Mr. Weller asked if the deputies have jurisdiction and authority to do radar on the Navajo Nation. Commander Spivey stated through the Intergovernmental Agreement with the Navajo Nation, they can enforce tribal speeding laws on tribal routes but this grant does not cover those roads, only state highways and county roads. Mr. Weller asked Commander Spivey if he considers the roads the Board of Supervisors adopts on the Navajo Nation as county roads. Commander Spivey stated he considers them that, but can't use this funding on those roads. Mr. Weller stated he will be voting

no because of the time constraints on the deputies since this is a humongous county and haven't filled vacant positions due to budget restraints and using deputies on the roads trying to enforce speed is an added issue and with this grant, it is required to be done. Mr. Weller stated there is also costs associated with calibration of equipment and he has seen no data that there is a humongous speed issue in the county and in this county there is the character of freedom of liberty and he does not support adding radar guns to the County without exceptional data showing we have a significant problem that this would address, so he will be voting against the item. Motion passed 2-1 with Mr. Weller voting nay.

Commander Lance Spivey, on behalf of the Sheriff's Office, requested approval to accept the Governor's Office of Highway Safety Grant (GOHS) DUI Enforcement Equipment; 2015-AL-027, in the amount of \$4,535.00. Commander Spivey stated this funding will support DUI enforcement and education throughout Apache County and there are no matching funds required. **Mr. Shirley moved approval, seconded by Mr. Weller.** Mr. Weller asked what the frequency and cost is to calibrate the equipment. Commander Spivey stated there is no cost to calibrate; it is sent to the Department of Public Safety where it is calibrated once a year at no cost and there is also a certified Apache County Deputy that is trained at no cost to the County. Vote was unanimous.

Ferrin Crosby, County Engineer requested approval of a new franchise agreement between Apache County and Arizona Public Service Company to enter upon all present and future public right-of-way within the area described in the agreement, in order to connect electric transmission and distribution systems with APS systems elsewhere. Mr. Crosby stated that this original agreement was for 25 years and we are at the end of the agreement and this will extend it another 25 years and is located towards Snowflake along the Navajo County boarder. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Ferrin Crosby, County Engineer requested approval to reject bids for Bid #201503 for blasting services and request permission to rebid for blasting services. **Mr. Weller moved to reject, and rebid, seconded by Mr. Shirley.** Mr. Weller asked what the expectation of improving the chances of getting something affordable. Mr. Crosby stated only one bid was received and was extremely high so their thought was to reject and send out bid packets to a broader area. Vote was unanimous to reject the bid.

Angela Romero, Election Director, requested approval to cancel the following school elections and appoint persons who filed required paperwork to fill positions for the following districts: NE AZ Technical Institute of Vocational Ed (N.A.T.I.V.E.) Ganado, and the Ganado USD #20. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Angela Romeo, Election Director, requested approval to cancel the special district elections and appoint persons who filed the required paperwork to fill the positions for the following districts: Alpine Fire District #02, Concho Fire District #09, Greer Fire District #25, Nutrioso Fire District #45, Puerco Fire District #18, Alpine Domestic Water Improvement District #02, Ojo Bonito Water District #83, White Mountain Community Health Care District: HD01, HD03, and HD05, Little Colorado Sanitary District #25 and the Alpine Sanitary District #02, with the Board of Supervisors drawing the names for the Alpine Sanitary District #02 vacancies – first three

selected will receive the 4 year term and the fourth selected will receive the 2 year term. **Mr. Weller moved approval, seconded by Mr. Shirley.** Mr. Weller asked if the reason for the appointment is because either there were enough or the right number of candidates to be appointed. Mrs. Romero stated yes. Mr. Weller asked if there is a 3 member board and if only 2 people applied, then that board of 2 is now a quorum and could appoint the third member for the board. Mrs. Romero stated yes, they would review their bylaws and appoint accordingly. Chairman White and Vice Chairman Weller drew names for the positions: Oscar Miranda, a 4 year term, Robert Fite, a 4 year term, Mike Cox, a 4 year term, and Terry Fillipi, a 2 year term. Vote was unanimous.

Michael Whiting, County Attorney, requested approval of Attorney General's Victims Rights Program grant agreement, A.G. #2015-001 in the amount of \$28,500.00 awarded for FY15 and there are no matching funds that will be required. Mr. Weller move approval, seconded by Mr. Shirley. Vote was unanimous.

Malena Bazarro, Grants Manager, requested approval of Project Agreement 14-PA-1103012-1034 between USDA Forest Service and Apache County for the RAC Project on the Apache-Sitgreaves National Forest along the west side of Hall Creek in Greer. Ms. Bazarro stated work will be performed by the Arizona State Forestry Conservation Crew and grant funds total \$33,249.90 with matching funds will be provided with in-kind services. **Mr. Weller moved approval, seconded by Mr. Shirley.** Mr. Weller stated ha has received calls and emails from Greer supporting this activity and realize the benefit to protecting the community. Mr. Weller stated this is costing the County some money but is done in protection of the citizens. Vote was unanimous.

Mr. Wengert requested approval of the settlement agreement and general release by and between Apache County and the Apache County Sheriff's Posse relating to improvements made to the County's Rodeo Grounds in Eagar, Arizona. Mr. Wengert provided an overview of the improvements such as bucking chutes. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Mr. Wengert presented the item for approval of a letter from the Board of Supervisors to the Secretary of the Interior and the Director of the U.S. Fish and Wildlife Service regarding a proposed revision of the nonessential experimental population of the Mexican Wolf process. **Mr. Weller moved approval, seconded by Mr. Shirley.** Mr. Weller stated just this morning, he received the inter-agency field team report which is the Arizona Game and Fish team that keeps track of the Mexican wolf activity and the packs throughout the Blue Range recovery area and this month's report was 2 horses and a cow that were depredated last month. Mr. Weller stated the Mexican Gray Wolf impacts us greatly and he supports activities that attempt to have Apache County listened to more than have been previously. Vote was unanimous.

Mr. Wengert presented the item following a possible executive session for legal advice pursuant to A.R.S. 38-431.03 (A) (4), discussion and possible action related to the proposed 10(j) rule modification by the United States Fish & Wildlife Services (USFWS). **Mr. Weller moved to go into executive session.** Mr. Shirley stated if executive session was held he would ask to be excused (since he was on the phone). A discussion as held regarding he need for executive

session. Chairman White stated he did not believe there was a need for executive session. **Motion died for lack of a second.** A discussion was held regarding the comments to be submitted and the submission must be sent in before September 23, 2014 if the Board wishes to comment on the proposed 10j Rule. Doyel Shamley Natural Resources Coordinator provided an overview of the issue and his concerns. Mr. Weller stated he has read the AZ/NM Coalition's comments and found them very good and his thought on the document, the Board read it to be sure that it does not exclude added comments so the County can sign on, modify and utilize the comments made by the AZ/NM Coalition and ensure the it does not conflict with the County's comments as appropriate. **Mr. Weller moved to table the item and bring it back at a special meeting for consideration to allow time for Mr. Shamley to work on the needed changes to the document, seconded by Mr. Shirley.** Vote was unanimous. Special meeting was scheduled for Monday, September 22, 2014 at 8:30 a.m. MDT.

Chairman White opened the floor for the call to the public.

Mr. Wengert stated that he recently received a letter from the Property Tax Oversight Commission which said they had reviewed the property tax levy limit and it indicated that upon review, the Commission found it to be in proper order and also determined the our jurisdiction was in compliance with the Truth and Taxation notice and public hearing requirements. Mr. Wengert stated that he also wanted the public to know that on the property tax, the average for the State on a \$100.00 assessed valued is \$2.17 and for FY2015, Apache County's is .48 which is the lowest primary property tax rate of all the counties in the state.

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

Approved this 7th day of October, 2014.

Tom M. White, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS SPECIAL MEETING

September 22, 2014

St. Johns, Arizona

Present were: Vice Chairman Barry Weller and County Manager/Clerk of the Board, Delwin Wengert. Participating via the telephone; Chairman Tom M. White, Jr., Supervisor Joe Shirley, Attorney Joe Young and Natural Resources Coordinator Doyel Shamley.

Chairman White called to order the Board of Supervisors meeting at 8:34 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona.

Mr. Wengert presented the item, following a possible executive session for legal advice pursuant to A.R.S. 38-431.03 (A) (4), discussion and possible action related to comment submission by the Apache County Board of Supervisors regarding the Mexican Gray Wolf proposed 10(j) rule modification by the United States Fish & Wildlife Services (USFWS). Mr. White stated he did not see a need for executive session. Mr. Weller stated that there has been a lot of work put into this project by EECO and both Arizona And New Mexico Coalition of Counties and that work has been distributed to the Board and would like to make two motions associated with this issue. **Mr. Weller moved approval of Apache County Board of Supervisors signing on to the submittal of the 10j DEIS comments, cover, and summary with Attachments A., B., & C. as presented, which incorporates the EECO comments that were presented by EECO. Mr. Shirley seconded the motion. Vote was unanimous. Mr. Weller stated due to potential future activities, comments or potential litigation, motioned to approve becoming signatories to the Arizona/New Mexico Coalition comments on the 10j DEIS document so we can be prepared to support any activity in the 10th Circuit Court.** Mr. Weller stated that all of the other counties in EECO are already signatories to the document; this would just add Apache County. Mr. Wengert stated that he agreed with Mr. Weller that this action would give the opportunity to under the 10th Circuit Court as well as the 9th Circuit Court and all of the other EECO participating counties are already a signatory to the AZ/NM Coalition of Counties document and will give the County more options. **Mr. Shirley seconded the motion. Vote was unanimous.**

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

Approved this 7th day of October, 2014.

Tom M. White, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manger _____

Date/Signature: _____

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

Demands _____

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov (602)
542-5141

APPLICATION FOR SPECIAL EVENT LICENSE
Fee= \$25.00 per day for 1-10 days (consecutive)
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. §44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.
The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 14).

SECTION 1 Name of Organization: WALKING DOWN RANCH, INC.

SECTION 2 Non-Profit/IRS Tax Exempt Number: 47-1272183

SECTION 3 The organization is a: (check one box only)
 Charitable (501.C3) Fraternal (Must have regular membership and in existence for over 5 years)
 Religious Civic (Rotary, College Scholarship) Political Party, Ballot Measure or Campaign Committee

SECTION 4 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors?
Please check R-19-318 for explanation (found in special event planning guide).
 Place license in non-use
 Dispense and serve all spirituous liquors under retailer's license
 Dispense and serve all spirituous liquors under special event
 Split premise between special event and retail location

SECTION 5 What is the purpose of this event? On-site consumption Off-site (auction)
 Both

Fundraiser for Walking Down Ranch, Inc.

SECTION 6 Location of the Event: CONCHO LIONS CLUB PARK
Address of Location: COMMERCIAL DRIVE & BONITA LANE, CONCHO, AZ 85924
Street City State Zip

SECTION 7 Will this be stacked with a wine festival/craft distiller festival? yes no

SECTION 8 Will this event be held on a currently licensed premise and within the already approved premises?
 yes (If yes, please submit letter of agreement to suspend license during event from the agent/owner for the licensed premises.)
 no

Name of Business License # Phone

SECTION 9 Applicants must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Signature required in Section 12.)

1. Applicant: AVENENTI ANN RYERSON 6/23/45
Last First Middle Date of Birth
2. Applicant's mailing address: P.O. Box 468 CONCHO AZ 85924
Street City State Zip
3. Applicant's home/cell phone: (520_)668-4142 Applicant's business phone: (520_) 668-4142

4. Applicant's email address: avenenti@cox.net

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last 5 years?

yes (If yes, attach explanation.) **XX** no

2. How many special event licenses have been issued to this location this year? 2

(The number cannot exceed 12 events per year; exceptions under A.R.S. § 4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? yes **XX** no

(If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.

The organization applying must receive 25% of the gross revenues of the special event liquor sales.

Attach an additional page if necessary.

Name WALKING DOWN RANCH, INC. Percentage 90%

Address P.O. Box 365 Concho AZ 85924
Street City State Zip

Name Concho Valley Lions Club Percentage 10%

Address P.O. Box 457 Concho AZ 85924
Street City State Zip

5. Please see A.R.S. §4-203.02 Special Event Rules and R19-1-205 for guidelines and regulations.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS AUCTION SEALED CONTAINERS OR STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?

(List type and number of security/police personnel and type of fencing or control barriers, if applicable.)

 # Police 2 # Security Personnel **XX** Fencing Barriers

Explanation: Beer garden will be enclosed within Tenar Snow Fencing.

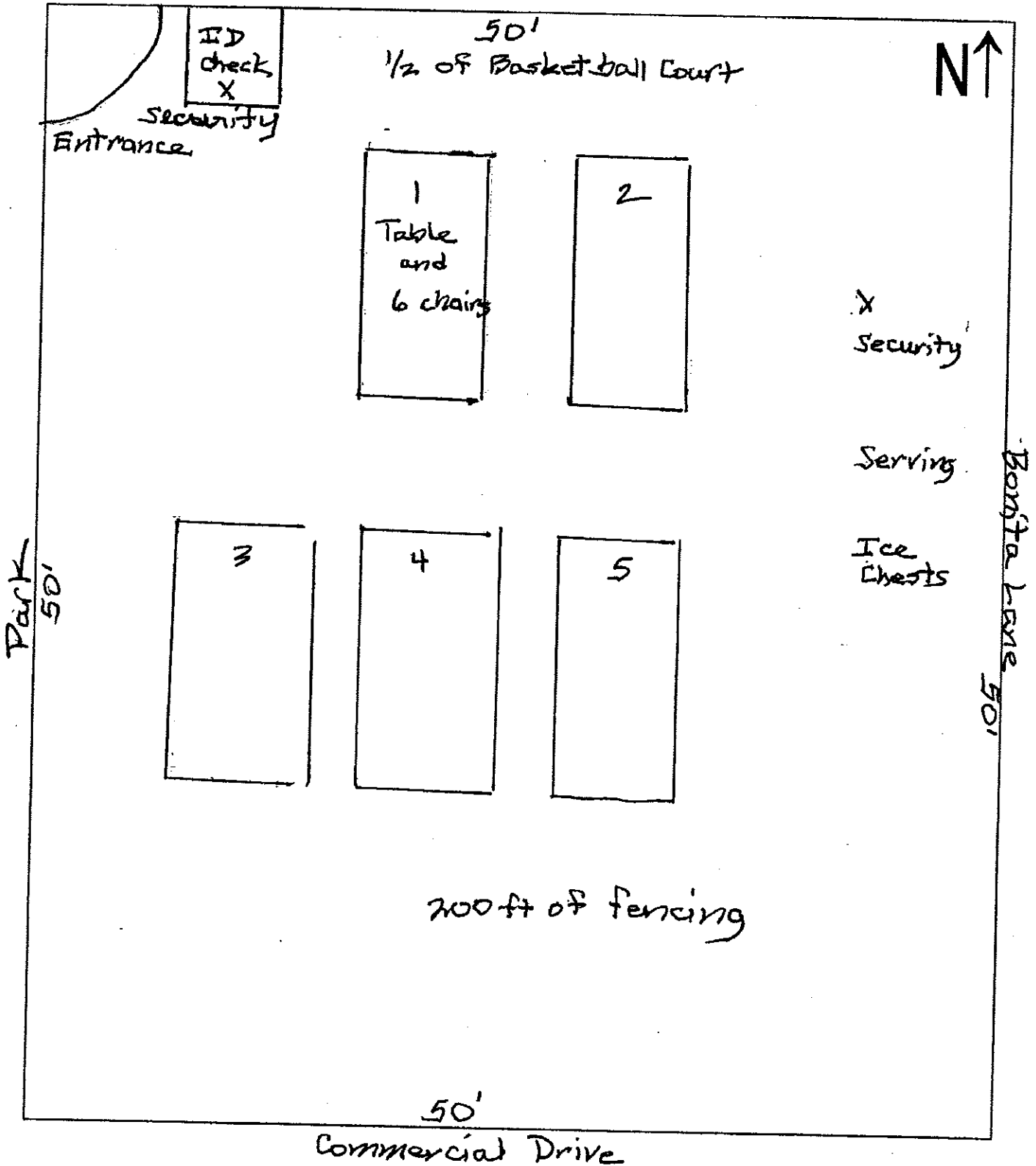
SECTION 11 Date(s) and Hours of Event. May not exceed 10 consecutive days.

See A.R.S. §4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	8 Nov. 2014	Saturday	9:00 AM	6:00 PM
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

Concho Valley Lions Club Park is roughly 100' x 500' and has a portapottie.

SECTION 12 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



SECTION 13 This section is to be completed only by an officer, director or chairperson of the organization named in Section 1.

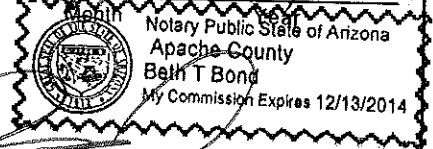
I, ANN RYERSON AVENENTI declare that I am an Officer/Director/Chairperson appointing the applicant listed in Section 8. to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Ann Ryerson Avenenti Director 8/22/14 520-668-4142
(signature) Title/Position Date Phone #

The foregoing instrument was acknowledged before me this 22 Sept 2014
Day Month Year

State AZ County of Apache

My Commission Expires on: 12/13/14
Date



[Signature]
Signature of Notary Public

X _____
(signature) Title/Position Date Phone #

The foregoing instrument was acknowledged before me this _____
Day Month Year

State _____ County of _____

My Commission Expires on: _____
Date

Signature of Notary Public

The local governing body may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted. For more information please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 Local Governing Body Approval Section

I, _____ recommend APPROVAL DISAPPROVAL
(government official) (Title)

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

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Sheriff's Office

Date/Signature:

Dean Engler 9-22-14

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

Sheriff's Office request authorization to enter into a Memorandum of Understanding, DPS Contract NO. 2014-156. The Memorandum of Understanding will release funds designated for ACSO by the State, passed through DPS, for strict enforcement of immigration, human smuggling, drug smuggling, gangs and employer sanction laws.

BOS Meeting Date Requested

PRE-AGENDA ITEM REVIEW

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

Legal Review:

See attached

Signature:

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

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BOS Meeting Date Requested

PRE-AGENDA ITEM REVIEW

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

Legal Review: Please remember enforcement of A.R.S. 11-1051 is subject to limitations enforced in ongoing litigation.

Signature:

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials



ARIZONA DEPARTMENT OF PUBLIC SAFETY

2102 WEST ENCANTO BLVD. P.O. BOX 6638 PHOENIX, ARIZONA 85005-6638 (602) 223-2000

"Courteous Vigilance"

JANICE K. BREWER ROBERT C. HALLIDAY
Governor Director

August 26, 2014

Joseph Dedman, Jr., Sheriff
Apache County Sheriff's Office
P.O. Box 518
St. Johns, Arizona 85936

**RE: MEMORANDUM OF UNDERSTANDING - DPS CONTRACT NO. 2014-156
REGARDING FISCAL YEAR 2015 SUBACCOUNT FUNDING**

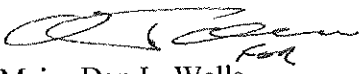
Dear Sheriff Dedman:

Enclosed please find two (2) originals of the above referenced Memorandum of Understanding for your review and signature. If the enclosures meet with your approval, please sign both originals and return one original to the following address for further processing:

Gang Enforcement Bureau Commander
Arizona Department of Public Safety
P. O. Box 6638, Mail Drop 3700
Phoenix, Arizona 85005-6638

Thank you and should you have any questions, please contact me at (602) 223-2329.

Sincerely,


Major Dan L. Wells
Gang Enforcement Bureau Commander

DLW/js

enclosures

**MEMORANDUM OF UNDERSTANDING
REGARDING A.R.S. §41-1724**

This Memorandum of Understanding ("MOU") is entered into between the State of Arizona through its Department of Public Safety, hereinafter referred to as "DPS", and the Apache County Sheriff's Office, hereinafter referred to as "ACSO".

This MOU serves as notification for the release of funds designated for ACSO by the State and passed through DPS for strict enforcement of immigration, human smuggling, drug smuggling, gangs and employer sanction laws. The funding may also be utilized for county jail costs relating to illegal immigration.

I. PARTICIPATION

DPS agrees to provide ACSO with \$11,500 pursuant to A.R.S. §41-1724.

ACSO agrees to utilize the funding solely for strict enforcement of immigration, human smuggling, drug smuggling, gangs and employer sanction laws, as well as county jail reimbursement costs relating to illegal immigration.

ACSO certifies its agency will comply with A.R.S. §11-1051 to the fullest extent of the law.

II. FUNDING

DPS shall disburse \$11,500 to ACSO in two payments as follows:

- \$5,750 after October 1, 2014
- \$5,750 after April 1, 2015

III. RECORDKEEPING

All records regarding the MOU must be retained for five (5) years after expiration of the MOU in compliance with A.R.S. §35-214, entitled Inspection and Audit of Contract Provisions.

IV. EFFECTIVE DATE/DURATION

The term of this MOU is July 1, 2014 through June 30, 2015. Should the State Legislature reduce or eliminate the appropriation for this program, DPS may cancel or modify this MOU.

V. CANCELLATION

All parties are hereby put on notice that this MOU is subject to cancellation by the Governor for conflicts of interest pursuant to A.R.S. §38-511.

VI. COMMUNICATION

Any notice required to be given under the MOU will be provided by mail to:

Criminal Investigations Division Assistant Director
Arizona Department of Public Safety
P. O. Box 6638, Mail Drop 1350
Phoenix, Arizona 85005-6638

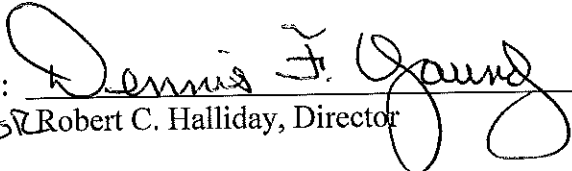
Sheriff Joseph Dedman Jr.
Apache County Sheriff's Office
P.O. Box 518
St. Johns, Arizona 85936

VII. VALIDITY

This document contains the entire understanding between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this MOU is held to be invalid, the remaining provisions shall not be affected.

The parties hereto have caused this MOU to be executed by the proper officers and officials.

ARIZONA DEPARTMENT OF PUBLIC SAFETY

By: 
Robert C. Halliday, Director

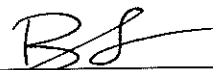
Date: 8/20/14

APACHE COUNTY SHERIFF'S OFFICE

By: _____
Joseph Dedman Jr., Sheriff

Date: _____

APPROVED AS TO FORM:


Assistant Attorney General

Date: 8/20/14

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REGARDING A.R.S. §41-1724**

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Arizona Department of Public Safety
P. O. Box 6638, Mail Drop 1350
Phoenix, Arizona 85005-6638

Sheriff Joseph Dedman Jr.
Apache County Sheriff's Office
P.O. Box 518
St. Johns, Arizona 85936

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The parties hereto have caused this MOU to be executed by the proper officers and officials.

ARIZONA DEPARTMENT OF PUBLIC SAFETY

By: Dennis F. Young
FOR Robert C. Halliday, Director

Date: 8/20/14

APACHE COUNTY SHERIFF'S OFFICE

By: _____
Joseph Dedman Jr., Sheriff

Date: _____

APPROVED AS TO FORM:

RS
Assistant Attorney General

Date: 8/20/14

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Apache County District One

Date/Signature: Patrick Sandoval, District Manager

Patrick Sandoval 9/17/14

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

The IGA between Apache County and Arizona Department of Transportation (ADOT) for "Safe Route To School" grant have been reviewed by the Apache County Attorney's Office and recommended for approval.

BOS Meeting Date Requested October 7, 2014

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

Beth Bond

From: Elta Warner
Sent: Tuesday, September 16, 2014 2:20 PM
To: Joe Young
Cc: Gloria Bowman; Patrick Sandoval; Beth Bond
Subject: RE: JPA 14-0004614 Dist H Chinle Apache County M5086 02X

Joe,
Thanks for the information. We will have it put on the agenda the next BOS meeting. Elta

From: Joe Young [mailto:JYoung@apachelaw.net]
Sent: Tuesday, September 16, 2014 1:26 PM
To: Elta Warner
Subject: FW: JPA 14-0004614 Dist H Chinle Apache County M5086 02X
Importance: High

Elta,
I have reviewed the document and it is a valid contract generally complying with the legal requirements for contracts of this type. I have told Beth Bond that it needs to be attested to my the Clerk of the Board, Delwin, rather than clerk of the court Sue Hall, and generally the chairman should sign, but other than that, it may be presented to the Board for approval.

From: Stephanie McCarthy
Sent: Monday, September 08, 2014 10:53 AM
To: Joe Young; Michael B. Whiting
Subject: FW: JPA 14-0004614 Dist H Chinle Apache County M5086 02X

Joe,
Will you please review this IGA and let Elta Warner know what you think?

Stephanie

From: Elta Warner [mailto:ewarner@co.apache.az.us]
Sent: Monday, September 08, 2014 9:19 AM
To: Stephanie McCarthy
Cc: Gloria Bowman; Patrick Sandoval
Subject: FW: JPA 14-0004614 Dist H Chinle Apache County M5086 02X

Stephanie,
Can you please have Mr. Whiting review this AC and ADOT SRTS IGA and make recommendations? If there is any questions, please let me know. Thanks, Elta

From: Gloria Bowman
Sent: Monday, September 08, 2014 9:03 AM
To: Elta Warner
Subject: FW: JPA 14-0004614 Dist H Chinle Apache County M5086 02X

ADOT File No.: IGA/JPA 14-0004614-I
AG Contract No.:
Project: Safe Routes to School
Section: Chinle Unified School District
Federal Project No.: 999-M (071) Z
ADOT Project No.: M5086 02X
TIP/STIP No.: FY 11-14 STIP Page 20
Budget Source Item No.: 79413

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
APACHE COUNTY

THIS AGREEMENT is entered into this date _____, 2014, pursuant to the Arizona Revised Statutes § 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 APACHE COUNTY, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the "County"). The State and the County are collectively referred to as "Parties."

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 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 County is empowered by Arizona Revised Statutes § 11-251 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.
3. The Safe Routes to School Program (SRTS) was created by the U.S. Congress as part of a federal transportation bill called SAFETEA-LU. This is a Materials and Regional Support Program (MRSP). This is a one-school-year non-infrastructure project in which the recipient has twenty-four (24) months to expend the funds, unless otherwise specified.
4. The County as a recipient of this SRTS grant must comply with Arizona State Procurement Code for the purchase of materials and/or services
5. The purpose of this Agreement between the State and the County is to allow the State to acquire Federal funds for the implementation of various educational safety programs, hereinafter referred to as the "Project". The Project will consist of organizing Crossing Guard Training and a Public Service Campaign. Public service announcements will be created in the Navajo language and aired on KTNN radio. Incentive items will be awarded to participating students. The activities will occur within the Chinle Unified School District. The Project has been submitted to the State and Federal Highway Administration (FHWA) for their approval.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

- a. Upon execution of this Agreement, be the designated agent for the County, if such project is approved by FHWA and project funds are available.
- b. Review and approve the SRTS application submitted by the County. Verify the County demonstrates the ability to meet the SRTS requirements and provide an environmental review.
- c. Within thirty (30) days of receipt of a Progress Payment Report (Exhibit A), reimburse the County for eligible costs incurred not to exceed \$27,104.00. Any costs incurred prior to the date of the official SRTS Notice to Proceed will not be eligible for reimbursement.
- d. Will continuously evaluate the County's program based on the regular submittal of evaluation data and the number of participating students. Should either of these not be met, the State SRTS Project Coordinator maintains the right to discontinue the award.

2. The County will:

- a. Upon execution of this Agreement, designate the State as the authorized agent for the County, if such project is approved by FHWA and project funds are available.
- b. Upon receipt of the State's environmental review and the official SRTS Notice to Proceed, begin SRTS Program and activities.
- c. On a monthly or quarterly basis, complete and submit a Progress Payment Report (Exhibit A), and all documentation necessary for reimbursement of eligible costs incurred not to exceed \$27,104.00. Any costs incurred prior to the date of the official SRTS Notice to Proceed will not be eligible for reimbursement.
- d. Communicate regularly with the Transportation Alternatives Program (TAP) coordinator, based within ADOT's Local Public Agency (LPA) Section.
- e. Twice a year, once during the fall school semester and once during the spring school semester, conduct surveys of participating classes by using the "Student Travel Tally" sheet. Obtain this form by using the "Data Central" tab and then "Data Collection Forms" from the National Center for Safe Routes to School (NCSRTS) on-line web-site at (www.saferoutesinfo.org). Complete one form for each participating class. Then, enter this data into the NCSRTS database by first creating an account at www.saferoutesdata.org and following the instructions.
- f. Submit to State SRTS Program coordinator the cover/front page of your NCSRTS output as verification of your surveys and the page entitled "Evaluation -- Semi-Annual Data" as documentation for reimbursements to be processed.
- g. On a semi-annual basis, and along with reimbursement request and data verification, submit a report, not be more than one page in length, of your program's progress.
- h. Use the funds in a timely manner. The State SRTS has the right to discontinue reimbursements if sufficient progress has not been made.
- i. Should the County fail to provide the submittal of evaluation data and the number of participating students on a regular basis, the State SRTS maintains the right to discontinue the award.

j. At Project completion before the final reimbursement request is submitted, complete and submit the Project Close-Out Evaluation Form.

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall remain in force and effect for one school year from the date of execution, to also include final reimbursement and submittal of final status reports, provided however, that this Agreement, except any provision herein for maintenance, which shall be perpetual, unless assumed by another governmental agency, may be cancelled at any time prior to the award of a contract, upon thirty (30) days written notice to the other party. It is understood and agreed that, in the event the County terminates this Agreement, the State shall in no way be obligated to maintain said Project.
2. To the extent permitted by law, the County hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all liability, costs and/or damage incurred by any of the above arising or resulting from the Agreement; and from any other liability, damage to any person or property whatsoever, which is caused by any activity, negligence, condition, misrepresentation, directives, instruction or event arising out of the performance or non-performance of any provisions of this Agreement by (a) the State, any of its departments, agencies, officers and employees, or its independent contractors; or (b) the County, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.
3. The cost of work covered by this Agreement is to be borne by FHWA and the County, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this Agreement. Therefore, the County agrees to furnish and provide the difference between the total cost of the work provided for in this Agreement and the amount of federal aid received.
4. The cost of the project under this Agreement includes applicable indirect costs approved by the Federal Highway Administration (FHWA).
5. Should the federal funding related to this Project be terminated or reduced by the federal government, or if 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.
6. 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 County 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.
7. The County acknowledges compliance with federal laws and regulations and may be subject to the Office of Management and Budget (OMB), Single Audit, Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Entities that expend \$500,000.00 or more (prior to 12/26/14) and \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine (9) months of the sub recipient fiscal year end.

ADOT – FMS
Attn: Cost Accounting Administrator
206 S 17th Ave. Mail Drop 204B
Phoenix, AZ 85007
SingleAudit@azdot.gov

8. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

9. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

10. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes § 35-214 and § 35-215 shall apply to this Agreement.

11. 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 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

12. 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.

13. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

14. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

For Agreement Concerns:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

Apache County
Attn: Elta Warner
Administrative Coordinator
P.O. Box 1952
Chinle, Arizona 86503
(928)674-5664
ewarner@co.apache.az.us

For Project Concerns:

Arizona Department of Transportation
Safe Routes To School Program Coordinator
Attn: Brian Fellows
1615 W. Jackson St. EM10
Phoenix, AZ 85007

15. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

16. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

17. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

APACHE COUNTY

STATE OF ARIZONA
Department of Transportation

By _____
TOM M. WHITE, JR., CHAIRMAN
Board Supervisors

By _____
DALLAS HAMMIT, P.E.
Senior Deputy State Engineer, Development

ATTEST:

By _____
DELWIN WENGERT,
County Manager

ATTORNEY APPROVAL FORM FOR APACHE COUNTY

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 Arizona Revised Statutes §§ 11-951 through 11-954 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.


DATED this _____ day of _____, 2014

County Attorney

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Engineering
Date/Signature: 9-22-14 

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

Request approval to solicit bids for Magnesium Chloride
to be applied on CR 3140 as part of our RAC
grant awarded earlier this year.

BOS Meeting Date Requested 10-7-14

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

District III / Engineering

Date/Signature: 9-22-14

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

Discussion and possible approval of a resolution adding
N3114 to the Apache County Road Maintenance system
~~through the~~ ~~cost~~ ~~as~~ ~~is~~ ~~per~~ ~~the~~ ~~utilizing~~ ~~District~~ ~~III~~
HURF funding.

BOS Meeting Date Requested 10-7-14

PRE-AGENDA ITEM REVIEW

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

Legal Review: Attached

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: N/A

Signature: _____

Other Review: N/A

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

Ferrin Crosby

From: Michael B. Whiting <MWhiting@apachelaw.net>
Sent: Monday, September 22, 2014 2:30 PM
To: Ferrin Crosby; Joe Young
Cc: Delwin P. Wengert; Beth Bond; Tamie Herrick
Subject: RE: Agenda Item review

No problem – it is fine!

Michael B. Whiting
Apache County Attorney
mwhiting@apachelaw.net

*

Please be aware that this email and any response may be subject to a public records request!
The information contained in this electronic mail message is confidential information intended only for the use of the individual or entity named above, and may be privileged. If the reader of this message is not the intended recipient or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone (928-337-7560), and delete the original message.

From: Ferrin Crosby [mailto:FCrosby@co.apache.az.us]
Sent: Monday, September 22, 2014 1:57 PM
To: Joe Young; Michael B. Whiting
Cc: Delwin P. Wengert; Beth Bond; Tamie Herrick
Subject: Agenda Item review

Joe, Michael,

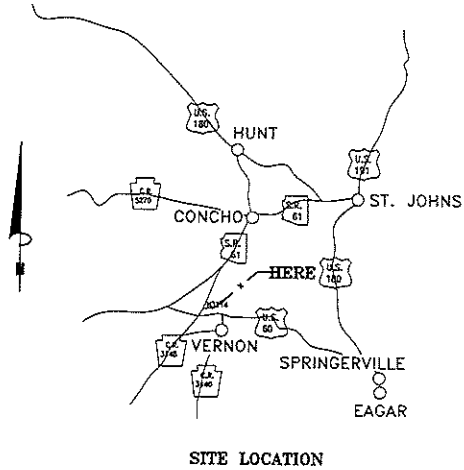
Please find the attached drawing, cost estimate and resolution for your review.
Supervisor Weller has asked that I place this item back on the agenda. There are a few small changes from the last time this appeared on the agenda, such as
This request is for N3114 only (last time this appeared it included N3119 and N3120).
The resolution reflects this change.

Please review, comment, and provide legal clearance to place this on the agenda.
Thank you,

Ferrin Crosby
Apache County Engineer
PO Box 238
St. Johns, AZ 85936
928-337-7528 - Office
928-245-0930 - Cell

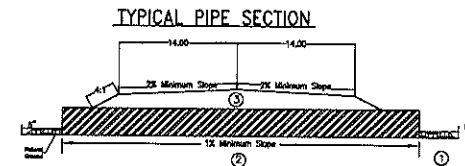
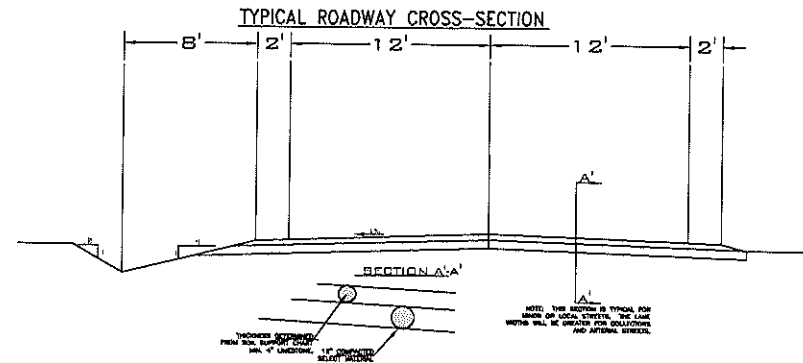
Apache County Roadway N3114

TN.10N., RG.24E., SEC.11
 GILA & SALTRIVER BASE AND MERIDIAN
 APACHE WOODLAND ESTATES
 VERNON, ARIZONA



LEGEND

X 1389.00	GROUND ELEVATION
—	TOPO LIMITS
— — — — —	OVERHEAD POWER
—	EXISTING EDGE OF ROAD
—	5' CONTOUR LINES
—	1' CONTOUR LINES
x x x	EXISTING FENCE LINE
—	FLOW LINE LOW POINT
- - - - -	EASEMENT LINE



- Note: Drainage Pipe Placement
- ① Set Inlet & Outlet 6" Below Natural Ground Surface.
 - ② From Inlet To Outlet Of Pipe, Use A Minimum Of 1% Slope Or Follow Natural Ground Contour.
 - ③ Cover Above Pipe Should Be A Minimum Of 1 Foot.
 - ④ Field Fit Culverts As Needed Along Project Limits

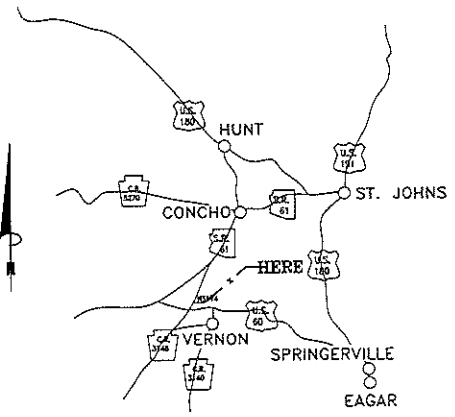


0 OF 6	1/12/15	D.B.	Apache County Roadway N3114 COVER SHEET AND DETAIL SHEET APACHE WOODLAND ESTATES VERNON, ARIZONA
		F.C.	
		F.C.	

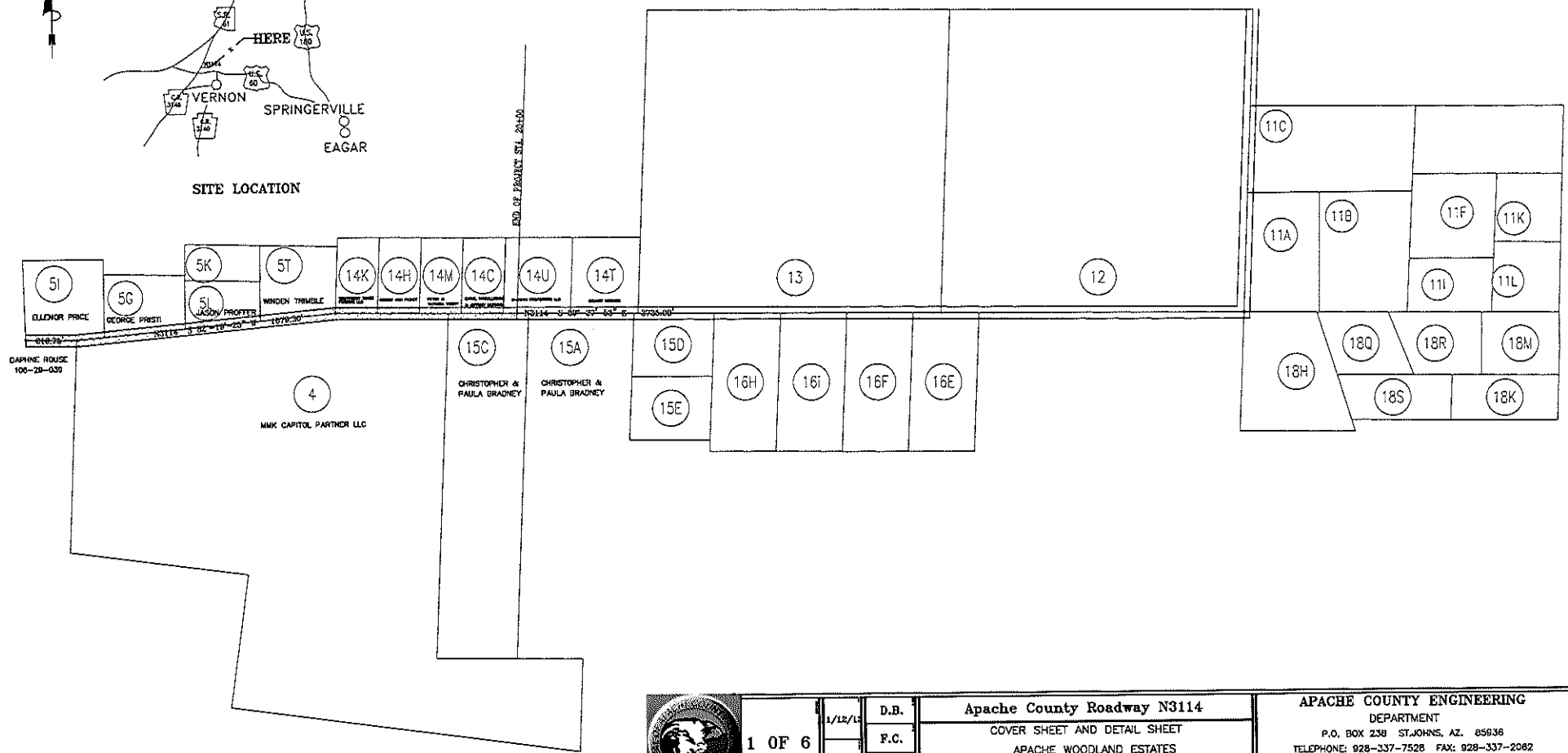
APACHE COUNTY ENGINEERING DEPARTMENT P.O. BOX 238 ST. JOHNS, AZ. 85936 TELEPHONE: 928-337-7528 FAX: 928-337-2062

Apache County Roadway N3114

TN.10N., RG.24E., SEC.11
 GILA & SALTRIVER BASE AND MERIDIAN
 APACHE WOODLAND ESTATES
 VERNON, ARIZONA
 PARCEL MAP 106-68



SITE LOCATION



1 OF 6

1/12/14
 D.B.
 F.C.
 F.C.

Apache County Roadway N3114
 COVER SHEET AND DETAIL SHEET
 APACHE WOODLAND ESTATES
 VERNON, ARIZONA

APACHE COUNTY ENGINEERING
 DEPARTMENT
 P.O. BOX 238 ST. JOHNS, AZ. 85636
 TELEPHONE: 928-337-7528 FAX: 928-337-2082

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

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

BARRY WELLER
VICE CHAIR OF THE BOARD
DISTRICT III
P.O. Box 438, St. Johns, AZ 85936

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

TELEPHONE: (928) 337-7503
FACSIMILE: (928) 337-7636



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

Resolution # 2014- ____

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE
COUNTY, ARIZONA, ADOPTING THREE COUNTY ROADS INTO THE
APACHE COUNTY ROAD MAINTENANCE SYSTEM; COUNTY ROAD
3114**

WHEREAS, in accordance with the provisions of A.R.S. § 28-6705, the Apache County Board of Supervisors may spend public monies for maintenance of public roads other than highways, and

WHEREAS, the Board of Supervisors acknowledges these roads were laid out, opened and constructed without cost to the County; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Apache County that County Road 3114 be adopted into the Apache County Road Maintenance System and be maintained as public roadways.

PASSED, ADOPTED AND APPROVED at St. Johns, Arizona on November ____, 2013.

APACHE COUNTY BOARD OF SUPERIVOSRS

By: _____
Tom White
Chairman of the Board

ATTEST:

Delwin Wengert, Clerk of the Board

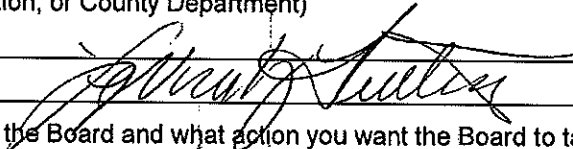
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

LeNora Y. Fulton, Office of the Recorder

Date/Signature: September 29, 2014



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 separate the Election Department and the Recorder's Office to become effective upon Board approval.

BOS Meeting Date Requested October 7, 2014

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

Finance Review:

N/A

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Angela E. Romero

Date/Signature: _____

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

Election Department: Discussion and possible approval to combine the two part-time positions back to the permanent full time Executive Assistant position.

BOS Meeting Date Requested 10/7/14

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

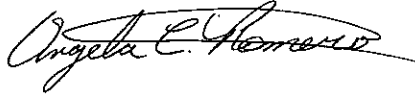
Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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



Date/Signature: _____

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

Election Department: Based on the recommendation of the Republican Party County Chairman, Delos Bond, determine vacancies exist in the office of precinct committeeman and appoint the following: Springerville Precinct; Jack Husted, St. Johns Precinct; Jay Platt and Richard Brower, Vernon Precinct; Michael Humphrey, Greer Precinct; Dean Wade and Betty Wade, Puerco East Precinct; Clarinda Yonnie.

BOS Meeting Date Requested 10/7/14

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Republican Precinct Committeemen to be presented to the Apache County Board of Supervisors

<u>Name</u>	<u>Address</u>	<u>Precinct</u>
Jack Husted	248 Becker Lake Road, Springerville	Springerville
Jay Platt	P.O. Box 426, St. Johns	St. Johns
Richard Brower	P.O. Box 827, St. Johns	St. Johns
Michael Humphrey	P.O. Box 487, Vernon	Vernon
Dean Wade	P.O. Box 114, Greer	Greer
Betty Wade	P.O. Box 114, Greer	Greer
Clarinda Yonnie	P.O. Box 711, Sanders	Puerco East

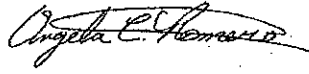
BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Angela Romero/Election Department

Date/Signature: 9/15/14



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

Election Department: Consideration and possible authorization to cancel the School District Elections for the McNary Elementary School District and appoint Patricia Maxwell for one of the two existing Two Year Terms; Chinle NE AZ Technical Institute of Vocation Ed and appoint Anderson Jones for a Four Year Term.

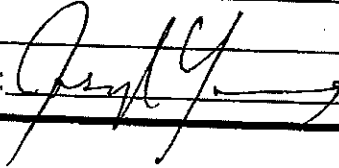
BOS Meeting Date Requested 10/07/14

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____



Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

SCHOOL DISTRICT ELECTIONS

Filed appropriate paperwork with the Apache County Schools Dept.
(Cancellation of election requested)

Appointed by BOS

School District	Term	Seats Open	Candidate Name
McNary Elementary SD #23		2	
	(2) YR		Patricia Maxwell
	(2) YR		VACANT - No filing received
NATIVE: Chinle		1	
	(4) YR		Anderson Jones

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Angela Romero : Elections

Date/Signature: Angela Romero

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

Election Department: Notification of the Governor's Proclamation of the November 4, 2014 General Election.

BOS Meeting Date Requested 10/7/14

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

Janice K. Brewer
Governor

Office of the Governor

GENERAL ELECTION 2014

WHEREAS, Article 7, Section 11, of the Constitution of the State of Arizona provides that there shall be a general election of Representatives in Congress, and of State, County and precinct officers on the first Tuesday after the first Monday in November of the first even numbered year in which Arizona is admitted to Statehood and biennially thereafter; and

WHEREAS, Article 6, Section 38, of the Constitution of the State of Arizona, provides that the name of any justice or judge of the Supreme Court or an intermediate appellate court, and any judge of the superior court except for judges of the superior court in counties having a population of less than two hundred fifty thousand persons, according to the United States census, whose declaration of desire to be retained in office has been filed in the office of the Secretary of State and certified to the several Board of Supervisors; shall be placed on the appropriate official ballot at the next regular general election under nonpartisan designation; and

WHEREAS, Article 4, Part 1, Section 1 (10), of the Constitution of the State of Arizona, provides that when any initiative or Referendum petition or any measure referred to the people by the Legislature shall be filed, in accordance with this section, with the Secretary of State, who shall cause to be printed on the official ballot at the next regular election the title and number of such measure, together with the words "Yes" and "No" in such manner that the electors may express at the polls their approval or disapproval of the measure; and

WHEREAS, Section 16-214, Arizona Revised Statutes, provides that at least thirty days before a general election, the Governor shall issue a proclamation containing a statement of the time of election, the offices to be filled, and shall transmit a copy of the election proclamation to the officer in charge of elections of the several counties;

NOW, THEREFORE, I, Janice K. Brewer, Governor of the State of Arizona, do hereby proclaim the

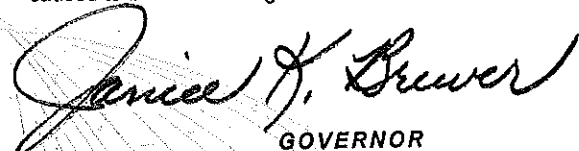
GENERAL ELECTION 2014

To be held in the form prescribed by law on the first Tuesday after the first Monday in November 2014, which shall be Tuesday, November 4, 2014, for the election of the following officials: nine United States Representatives in Congress, one Governor, one Secretary of State, one Attorney General, one State Treasurer, one Superintendent of Public Instruction, one State Mine Inspector, two Corporation Commissioners, thirty State Senators, sixty State Representatives, two Arizona Supreme Court Justices, five Judges of the Arizona Court of Appeals Division One, and one Judge of the Arizona Court of Appeals Division Two;

And for each of the counties of the State, as prescribed by law, such county officers, judges, justices of the peace, constables, and school district and community college governing boards, as may be applicable in each such county;

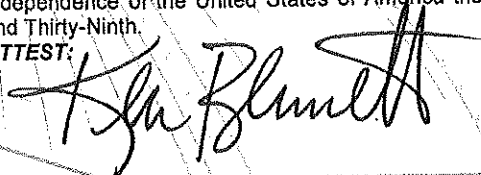
And to afford an opportunity for the qualified electors of the State of Arizona to vote upon any referred and initiated measures or constitutional amendments that are submitted in the form prescribed by the law.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the great Seal of the State of Arizona.


GOVERNOR

DONE at the Capitol in Phoenix, on this Twenty-Fourth day of September in the year Two Thousand and Fourteen and of the Independence of the United States of America the Two Hundred and Thirty-Ninth.

ATTEST:



Secretary of State

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Michael B. Whiting, Apache County Attorney

Date/Signature: _____

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

County Attorney: Request Melody Capps be hired as an independent contractor (after her retirement on October 17, 2014) at a rate of \$17.00 per hour not to exceed 1040 hours per year, for a total maximum annual cost of \$17,680.00.

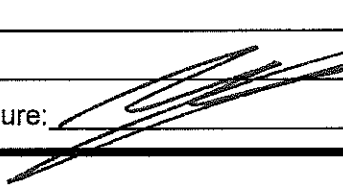
BOS Meeting Date Requested October 7, 2014

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

 9-29-14

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

BOARD ACTION TAKEN

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

Signature Clerk of Board _____



INDEPENDENT CONTRACTOR AGREEMENT (Professional Services)

This Agreement for independent contractor services is entered into between the Apache County Attorney's Office acting by and through the Board of Supervisors ("County") and Melody Capps, ("Contractor") as follows:

RECITALS:

1. The County desires to contract with an outside professional to provide certain victim services to the Apache County Attorney's Office ("ACAO"), resulting in a budget savings to the ACAO, as more particularly described below.
2. The Contractor is competent to provide these services on behalf of the ACAO.

NOW THEREFORE, the County and the Contractor agree on the following terms and conditions.

SERVICES

Duties Shall include, but not be limited to:

1. All Services related to:
 - A. Apache County Victims' Compensation Board
 - i) Arrange Meetings, approve agendas, process demands, work with staff and other agencies.
 - ii) Prepare agenda packets and forward to Board Members.
 - iii) Create new files and present them to the Board for consideration.
 - iv) Work with victims, vendors, and law enforcement agencies to collect necessary documentation for claim processing.
 - v) Attend quarterly Victims Compensation trainings/meetings held by the Arizona Criminal Justice Commission.
2. Assist with victims programs stat compilation necessary for grant reporting.
3. Advising County Attorney or other agencies of victim issues.
4. Working with County, State, Federal and Tribal agencies to complete assigned duties.
5. All other related duties to accomplish the above listed and other assigned duties.

FINANCIAL

As full and complete compensation for the above-listed services to be provided by Contractor, the County shall pay to the Contractor a fixed rate fee of seventeen dollars (**\$17.00**) per hour, not to exceed a total annual amount of **\$17,680 per year (1040 hours)**, an amount agreed upon by all parties. This Agreement shall remain in full force and effect for the period of one year, with an automatic renewal each year thereafter unless earlier terminated by the parties.

At the end of the first month this Agreement is in effect and at the end of each month thereafter when services are provided, the Contractor will submit to the ACAO a record of services provided. The

ACAO will submit a demand to Apache County Finance. Payment will be made directly to the Contractor in accordance with Apache County's standard procedures for processing demands.

GENERAL REQUIREMENTS

1. General Requirements

- a. This Agreement is entered into in accordance with Arizona Revised Statutes §11-251.
- b. The Contractor shall comply with all federal and state statutes, regulations and orders applicable to the services provided hereunder. All federal and state laws, required to be incorporated into this Agreement, shall be enforced as though fully set forth herein.

2. Disputes

- a. In the event of a dispute under this contract, the parties agree to make a good faith attempt to resolve the dispute prior to taking formal action.
- b. The parties agree to make use of arbitration in all contracts subject to mandatory arbitration pursuant to rules adopted under A.R.S. §12-133.
- c. This contract shall be construed in accordance with Arizona law and any legal action thereupon shall be initiated in an appropriate court of the State of Arizona.

3. Termination of Contract

The County and the Contractor may terminate this contract under the following conditions:

- a. The County may terminate this contract in whole or in part without cause effective thirty (30) days after mailing written notice of termination by certified mail, return receipt requested to the Contractor.
 1. In the event of termination as provided in this Section, the Contractor shall stop all work as specified in the notice of termination.
 2. The Contractor shall be paid the contract price for all services and terms completed. Upon such termination, the Contractor shall deliver to the County a complete set of all documents, programs and other information created pursuant to this contract.
- b. Contractor may terminate this contract at any time with thirty (30) days' notice in writing to the County. Such notice shall be given by personal delivery or by certified mail, return receipt requested.
- c. This contract may be terminated by mutual written Agreement of the parties specifying the termination date therein.
- d. Contractor agrees to return any unused materials, purchased under this contract, to the County in case of contract termination.

4. Default

- a. The County, in addition to other rights set forth elsewhere in the contract, may at any time terminate this contract in whole or in part if the County determines that the Contractor has failed to perform any requirement.
- b. The Contractor shall continue the performance of this contract to the extent not terminated.

- c. If this contract is terminated as provided herein, the County, in addition to any other rights provided in this Section, may require the Contractor to transfer title and deliver to the county, in the manner and to the extent directed by the County, such partially completed reports or other documentation as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract which has been terminated.
- d. The rights and remedies of the County enumerated in this Section shall be in addition to any other rights and remedies provided by or under this contract by law.

5. Independent Contractor

The status of the Contractor shall be that of an independent contractor. Neither Contractor, nor Contractor's officers, agents or employees, shall be considered an employee of County or be entitled to receive any employment-related expenses or fringe benefits under the Apache County Human Resources Policy Manual. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the Contractor. Contractor shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes.

6. Non-Discrimination

Contractor agrees to comply with all Federal and State laws that deal with civil rights and discrimination and are applicable to the services provided under this Agreement.

7. Record Retention

The County and Contractor shall preserve and make available all records for a period of five years from the date of final payment under this contract or until resolution of any audit that may be performed on the County, whichever shall last occur, and for such period as is required by any other paragraph of contract including the following:

- a. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.
- b. Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this contract, or to cost and expenses of the contract as to which exceptions have been taken by the County, shall be retained by the Contractor until such appeals, litigation, claims or exceptions have been resolved.

8. Agency

Contractor shall have authority to act as an agent for County in negotiations with the State of Arizona and any other government agencies as required in the performance of its services, specifically, in applying for and managing grants excepting that Contractor may not financially obligate the County without prior written consent of the County Board of Supervisors.

9. Cancellation for Conflict of Interest

The parties hereby acknowledge notice of A.R.S. §38-511 which provides for the cancellation of contracts for violation of the conflict of interest statute.

10. Assignment

The Contractor shall not assign any right or interest in this Agreement without the County's prior written approval, nor shall the Contractor delegate or subcontract any duty hereunder without the County's prior written approval. Any purported assignment, delegation or subcontract without the County's prior written approval shall be void.

Effective Date: _____, 2014

Expiration Date: _____, 2015

In witness whereof, the parties hereto have executed this contract on the day and year specified below.

For and on behalf of the County:

Tom White, Apache County
Chairman of the Board of Supervisors

Date _____

Contractor:

Date _____

Approved as to form and content:

Michael B. Whiting
County Attorney

Date _____

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Michael B. Whiting, Apache County Attorney

Date/Signature: _____

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

County Attorney: Request to change job description and salary for Investigator Brian Hounshell from range 46 to range 50, with a salary of \$61,283.18.

BOS Meeting Date Requested October 7, 2014

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

BOARD ACTION TAKEN

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

Signature Clerk of Board _____



SENIOR INVESTIGATOR
County Attorney's Office

Effective Date: 10/7/2014
Range: 50
Annual Salary: \$ 43,593 - \$65,389

NATURE OF WORK:

Under supervision of the County Attorney and the Chief of Staff, assists other law enforcement agencies in criminal and civil investigation as requested; supervises investigative and patrol activities of the County Attorney's Office; responsible for office property control and maintenance of office vehicles; monitors, collects fees and administers the Deferred/Diversion Programs; and performs other tasks and work as required. This is an unclassified or "at will" position as defined under the Apache County Human Resource Policy Manual.

TYPICAL DUTIES:

Assist county, tribal, state and federal law enforcement agencies; investigate major crimes and conduct follow up investigations for the County Attorney; assist various law enforcement agencies as requested; assist in the location of witnesses, serving subpoenas, the control of property and evidence, the training of other officers and the location and use of documents in white collar crimes; control and disposal of seized and forfeited assets (usually in the form of vehicles or property used in the drug trade); assist in trial preparation of both civil and criminal cases; fill in and take care of last minute details in preparing cases for the court and for trial; evaluate cases brought to this office by various police agencies for additional investigation and charging; testify at hearings and trials when necessary.

- Coordinate victims assistance to victims of the Navajo Nation.
- Coordinate with funeral homes.
- Meet with victims all across Apache County and the Navajo Nation.
- Coordinate and assist tribal agencies, the FBI, and the U.S. Attorney's Office with crime victims on the Navajo Nation.
- Provide Apache County and the Navajo Nation with community outreach programs and public education.
- Assist victims with paperwork necessary to be eligible for assistance.
- Present educational seminars regarding the Victims Compensation Program and other victims services to students and the elderly.
- Coordinate with health care providers to ensure all victims of crime are provided information regarding the Victim Compensation Program

KNOWLEDGE, SKILLS AND ABILITIES:

Considerable knowledge of law enforcement policies and procedures, Title 13 and 28 of the Arizona Statutes, basic knowledge of the rules of evidence and court preparation of witnesses and evidence; ability to assign, train, supervise, and evaluate investigative work in the County Attorney's Office; communicate effectively both orally and in writing; prepare and keep current records regarding the Deferred/Diversion Program, property and vehicle control; prepare reports, speak to and interview suspects and witnesses in all criminal and civil matters.

MINIMUM QUALIFICATIONS:

High School Diploma or G.E.D. Certificate and five (5) years of progressively responsible experience in law enforcement.

INTERGOVERNMENTAL AGREEMENT
NORTHLAND PIONEER COLLEGE PROGRAMS AND SERVICES
IN
APACHE COUNTY

This Agreement is entered into on the ____ day of _____, 2014 pursuant to A.R.S. §11-951, et seq., between the following public agencies for joint exercise of their powers;

1. Apache County ("County")
2. Navajo County Community College District, doing business as Northland Pioneer College ("District").

Authority to carry on the activities included in this Agreement is found in the Arizona revised Statutes as follows:

AGENCY
County
District

STATUTES
A.R.S. §15-1470 and A.R.S. § 11-201
A.R.S. §15-1470

The purpose of this Agreement is to provide community college programs and services, in Apache County. District programs and services are defined by the NPC Strategic Plan, the District budget and the District's instructional and student services staffing capacity. This Agreement is authority for District to provide educational programs and services in Apache County through the strategic plan of the Apache County Higher Education Committee.

WHEREFORE, the parties agree:

- I. The Title of this Agreement is Intergovernmental Agreement, Northland Pioneer College Programs and Services in Apache County.
- II. This Agreement shall become effective on July 1, 2014, or upon the date it is signed by all parties, whichever is later unless that date is after July 20, 2014 in which case this Agreement is effective July 20, 2014. This Agreement shall continue to be binding upon all parties until December 31st, 2015 unless terminated as provided in paragraphs XII and XIII. Amendment may be made only upon execution of written amendment signed by the parties hereto. The parties agree to negotiate in good faith in the future for the provision of post-secondary education services in Apache County. Termination shall not relieve either Party from its obligation to pay for services provided prior to termination and those for any student already admitted and enrolled in a course or courses and obtaining credit at the time of termination or notice thereof.
- III. The Apache County Higher Education Committee referenced herein is an appointed advisory committee established by the Apache County Board of Supervisors by separate policy. This advisory committee's responsibilities are inclusive of the duties referenced below.
- IV. The District and the County agree that the County will reimburse the District for educational programs and services; recognizing that the District will receive incremental revenue, which include tuition, fees, contractual fees, operating State Aid, capital State Aid, federal aid, grants that include Apache County services, and net NAVIT funding in addition to the fees provided pursuant to this Agreement, to make the District whole for costs incurred as a result of providing services to Apache County. Expenditures by the

District on behalf of Apache County are recognized to include Direct Expenses, which include all expenses in Apache County locations for Apache County educational programs and services; Indirect Expenses, which include incremental costs incurred in providing services to Apache County in the areas of institutional support, such costs to be assessed on an enrollment ratio basis; and Designated Expenses, which include institutional support expenses allocated on a basis other than enrollment. Attachment A summarizes the specific services District provides to County by department for Indirect Expenses designation. Attachment A is not intended to be exhaustive but describes the level of work appropriate in the Indirect Expense category. Attachment B is an overview of the data reporting that District will provide the Apache County Higher Education Committee; the attachment indicates types of data that will be reported and the twice-annual data reporting calendar. Additionally, the District will provide available data as requested by the County in order to assist with decision making and budget planning.

- A. IGA Funds: The County will pay to District for the provision of programs and services during the 2014-2015 academic year and the 2015-2016 academic year unless amended, \$600,000.00 each year, to be paid in two installments each year. This amount will be transferred to the District one half (1/2) (\$300,000.00) by November 30, 2014 and 2015 and the balance (\$300,000) by May 30, 2015 and 2016.
- B. IGA Supplemental Funds: For the 2014-2015 academic year unless amended an additional \$159,300 and an additional \$159,300 for the 2015-2016 academic year unless amended to include the compensation of the NPC/Apache County Coordinator and for the purchase of equipment, hardware and software which will be owned by the County but will be used, operated and maintained by the District pursuant to this Agreement in order to provide educational programs and services. The purchase of equipment, hardware and software are to be approved by the Apache County Higher Education Committee. Expenditures for operation and maintenance of equipment, hardware and software will be made by the District using the IGA Funds. Any equipment, hardware or software purchased with IGA Supplemental Funds that is intended to be connected through local area networks, wide area networks, or the internet to the District's resources must meet specifications of the District and must be connected to District communication systems to receive maintenance services. The IGA Supplemental Fund monies will be managed by an appointed NPC/Apache County Coordinator through the direction of the Apache County Higher Education Committee, and the approval of the County. Some portion of the supplemental funds may be distributed directly to the District for the provision of additional programming and services but only after recommendation of the Apache County Higher Education Committee and specific approval by the County and the District.
- C. At the end of each fiscal year the parties will conduct an analysis of the programs and services along with associated costs provided under this Agreement. By December 31st of each year, the District will provide the County with an estimated analysis of services delivered and costs incurred thus far. Based upon the final analysis of associated costs the parties will adjust, in the subsequent fiscal year, the billings and payments under the Agreement so that, as appropriate, the County will be credited for any overpayment under the Agreement or the District will be paid for any shortfall in reimbursement for costs. If at any time estimated costs are forecasted to exceed the agreed upon IGA contribution by 5%, a planning

meeting between the District and the County will be held to revise services as needed.

- V. Educational programs and services will include general education courses offered in a cycle in Apache County that will allow a student to meet the Arizona General Education Curriculum requirements in two years using alternative delivery methods if on-site classes are not feasible. Career and Technical Education (CTE) Programs will include courses that will allow a student to complete the offered program certificate in a two year cycle. Attachment C outlines the courses expected to be provided by District to County for completion of the AGECA or B certificate. While District will make every effort to provide a two-year cycle of AGECA courses, student enrollment may affect each semester schedule of the academic year.
- VI. If this Agreement is terminated without approval of a subsequent equivalent Agreement within 180 days, property leased solely for the purposes of this Agreement shall be disposed of by not renewing leases on buildings or property used for this program. Property purchased or owned by either party will remain the property of that party.
- VII. Additional programs and services may be requested by the County in consultation with the District and after a cost estimate and feasibility analysis has been provided by the District to the County, which cost estimate and feasibility analysis will be provided to the County within 90 days of the County request in writing. The addition or deletion of programs, along with additional funding requirements, will be a matter of discussion and mutual agreement between County and District originating during needs assessment. Educational programs and services in Apache County will be consistent with appropriate governing statutes and regulations and will not jeopardize the accreditation status of the District with the Higher Learning Commission. Timelines for implementing programs and services changes will be based on the budget calendar of District.
- VIII. The District shall offer approved community college credit and/or non-credit courses when facilities, equipment, qualified instructional staff and funds are available, as recommended by the District and Apache County Higher Education Committee. However, the payments described above are only for credit courses as required by A.R.S. §15-1470(F).
- IX. The District will design non-credit courses and training with the goal of the programs becoming self-funding, however, the District and the County recognize the achievement of this goal may not be reached in a given fiscal year or Agreement period. The net cost of providing non-credit courses and training provided in Apache County through the NPC Business and Industry Coordinator and the NPC Community Education Coordinator will be accounted for through a separate category for these programs. The Apache County Coordinator will be kept informed of all proposed and delivered Business and Industry Training (BIT) programs in Apache County by the NPC BIT Coordinator and the Apache County Coordinator will forward all requests for BIT training to the NPC BIT Coordinator. The NPC BIT Coordinator and the Apache County Coordinator will annually prepare a written summary of BIT services delivered in Apache County and present the summary to the Higher Education Committee and NPC administration.
- X. Unless specifically agreed to by the County, the District agrees that all hiring committees formed to hire personnel for regular full-time positions specifically assigned to Apache County will be constituted of a majority representation from Apache County, which may include; one or more members of the Apache County Higher Education Committee, the

NPC/Apache County Coordinator and/or an Apache County Center Manager. An exception will be made when hiring full time faculty where content experts are required.

- XI. Minimum class sizes shall be determined by the Apache County Higher Education Committee so as to allow autonomy by the Committee in determining when an important class should be offered despite a potentially smaller class size.
- XII. This Agreement may be terminated by either party at the end of any fiscal year by providing written notice of the intent to terminate at least 60 days prior to the end of the then-current fiscal year.
- XIII. The parties acknowledge the applicability provisions of A.R.S. §38-511 which provides for the cancellation of contracts due to conflicts of interests.
- XIV. Each party agrees to indemnify and hold the other party harmless for any liability, cost or expense from claims arising from the negligence of the other party or its agents or employees arising under this Agreement. The District agrees to maintain casualty insurance naming the County as an additional insured, providing for replacement of any property which will become the County's upon termination of this Agreement. The District agrees to maintain liability insurance in the amount of \$1,000,000.00, naming the County as an additional insured, in order to protect the County from any liability arising from the District providing services under this Agreement. Any duty to indemnify under this Agreement shall be limited to such party's maximum insured liability.
- XV. The parties hereto agree that in the event of a conflict or dispute between them regarding the interpretation or implementation of this Agreement, that they will submit the matter to a qualified mediator to be agreed upon by the parties before filing any action in any court of this state or in federal court. The parties shall equally share the cost of the mediator; however, each party shall bear the costs of its presentation before the mediator, including attorney fees if the party desires to be represented by counsel at the mediation.
- XVI. The County and the District certify, by signing this Agreement, that neither party is involved with any business operations in Sudan pursuant to A.R.S. § 35-391.06, nor is either party involved with business operations relating to the Iran petroleum energy sector, as covered by A.R.S. § 35-393.06.

XVII. Written notice shall be provided by sending the notice by first class mail to:

For the County:

Apache County Board of Supervisors
P.O. Box 428
St. Johns, Arizona 85936

For the District:

Dr. Jeanne Swarthout
Northland Pioneer College
P.O. Box 610
Holbrook, Arizona 86025

Receipt of any notice shall be the date of deliver if delivered in person or by private overnight carrier service, or, if mailed, upon the earlier of receipt or three days from the date of postmark. The Parties agree to notify the other Party in advance and in writing of any change to that respective Party's notification of information.

IN WITNESS WHEREOF, the parties provide the following resolutions of approval:

Apache County, Arizona

Navajo County Community College District

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

By: _____
Jeanne Swarthout, President
Northland Pioneer College

APPROVED: This Agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency.

By: _____
Attorney for the County

By: _____
Attorney for the District

Date: _____

Date: _____

ATTEST:

By: _____
Delwin Wengert
Clerk, Board of Supervisors

By: _____
Recording Secretary to
Navajo County Community College
District Governing Board

Date: _____

Date: _____

Attachment A

Indirect services provided to Apache County students

Department #	Department Name	Services
3250	Dean of CTE	Plan, budget, direct, implement and evaluate all departments and programs in the CTE Division that serve Apache County-Business, Community & Corporate Learning, Carl Perkins, Computer Information Systems, Cosmetology, Dual Courses at the High Schools, Industrial Maintenance & Operations and Welding. Faculty and adjunct faculty recruitment, approve qualifications, work assignments and supervision. Oversight of course schedules, department's annual reports, academic assessments activities and program reviews.
3260	Dean of Arts & Science	Scheduling of courses; Delivery of courses primarily through distance media (but some live courses including a significant amount of coursework at remote sites especially for TLC and ECD courses); Processing various paper work for students and faculty including travel forms, LOIs, student petitions, capacity overrides, scholarship applications for ECD, dual enrollment and so forth; Management of grants
3280	Dean of Nursing	Oversight of NAT course in SPE, hiring of adjunct faculties for NAT, and Allied Health course work including MDA, Nutrition, Medical Terminology, Health Law and Ethics, EMT and CPR/First Aid courses, scheduling by coordinators for EMS, NAT, and Allied Health, oversight, schedule development, purchasing, payroll, and budgeting by Dean's office.
4010	Dean of Students	Oversight of financial aid, records and registration, advising, veterans' services, career services, and enrollment processes; training and updates for center staff on enrollment processes, training for Apache Co advising staff, coordination of transcript and grade activities.
3500	Library/Audio Visual	Provides a range of academic research resources and services. Resources include books, eBooks, videos, print and online journals and newspapers, and access to computers and the Internet. Services include general reference and research assistance, information literacy instruction, circulation and account assistance, inter-campus and interlibrary loans, and academic test proctoring, as well as copying, printing, and fax services. Direct supervision of center Library Media Technicians. Manage Library Department operations and proctored academic testing services. Responsible for ordering and procuring capital assets and supplies and originating purchase requisitions. Perform negotiation of vendor contracts, website maintenance, collection development/maintenance, maintenance of the College Archives (print and online), cataloging and processing materials. Create/evaluate survey instruments. Provide training and create/manage training resources. Provide direct library services including information literacy instruction, reference/research, circulation, and computer assistance, interlibrary loan, printing, faxing, copying and proctoring of academic tests.

4020	High School Programs	Provide training and updates to high school staff; coordinate scheduling and enrollment processes with NPC deans, dual enrollment and NAVIT high school contacts; coordinate with NAVIT administration; provide placement testing services to local high schools; coordinate orientation and registration processes for dual enrollment and NAVIT.
4025	Career Services	Coordination of career and job fairs with local employers, recruitment of local employers for job placement services, interview and resume building services, alumni program development, mentoring program development, coordination of internship activities with faculty, development of leadership and job skill seminars.
4100	Admissions	Provide recruitment and program information to area high school students; participate in local recruitment fairs and programs; manage scholarship processes; identify and communicate with prospective students.
4150	Financial Assistance	Financial Aid Office provides services to all district wide locations to students, high school counselors and NPC Academic Advisors/staff. Services include assist potential students through the financial aid application process, determine eligibility and award eligible students, monitor and report to federal, state and local agencies. Provide a range of federal, state, institutional scholarships, student employment and private financial aid assistance to students to meet their cost associated with a college education.
4190	Registrar's Office	Processing of course forms for scheduling, review of degree audits for graduation, review of transfer credit, creation and processing of official transcripts and enrollment documents, service for veterans, online and telephone registration, retention and review of official student records, training of center staff on registration processes.
5010	District Governing Board	Governance and policy matters. Oversight of financial and personnel issues.
5030	Office of the President	District Governing Board communication, meetings and records; HLC accreditation; Shared governance; Strategic Planning; Community Outreach; All-college Forums and video meetings; Annual Reports, Lobbying; management of external college relationships; college committee meetings; supervision of executive staff and SBDC. Assure compliance with all state and federal statutes and requirements.
5060	VP, Administrative Services	Direct supervision of Center Managers and staff, Human Resources, Financial Services, Operations and Maintenance and all services connected to those departments. Oversight of all business and operational aspects of the institution including revenue and expenditure planning, budget development, risk management, financial reporting, state funding and operational concerns, contracts, purchasing. Liaison activities with Apache County Coordinator, legal counsel, district emergency management director.

5070	Information Services	Provide strategy, planning, project, and budget management for major information technology initiatives; Administer technical infrastructure units including Network Services, Technical Services, Administrative Systems Support; Manage data integration between systems; Manage the security of information; Perform auditing and monitoring of the security of the college's IT infrastructure;; Provide support for the college's Enterprise Resource Planning/Student Information System, related databases, and reporting tools; Manage college data centers; Maintain college-wide voice and data networks (wired and wireless, local area networks and wide area network); Provide internet access and security; Provide storage and processing capability for college applications; Maintain server infrastructure; Provide front-line support for software installation, maintenance, and repair of technology; Operate a help desk (Support Center) to accommodate student, faculty, and staff technology support needs; Manage the lifecycle replacement of all technology equipment and software; Support and monitor distance learning infrastructure.
5080	VP, Learning/Student Svcs	Direct supervision of academic deans and student services areas; administration of student code of conduct and student grievance processes, Community Outreach, direction of Instructional Council and strategic planning processes, student meetings, management of college scheduling and marketing efforts, coordination of college/NAVIT student activities, college orientation process oversight, graduation and completion ceremonies, oversight of all student service activities.
5100	Business Office	Responsible for accounting functions of the college including student billing, accounts payable, grant accounting and cash management.
5110	Payroll	Process and distribute payroll for all full-time staff, adjunct faculty, and temporary employees.
5120	Financial Services	Responsible for the budget, annual financial audits, and overall financial operations of the college. Supervises the Business Office, Purchasing, and Bookstore operations.
5200	Human Resources	Administer benefits for all full-time staff, adjunct faculty, and temporary employees. Provide hiring services and assistance for all open positions, including job posting, screening, interviewing, salary recommendation, contract preparation, benefits enrollment, etc. Provide other human resource services; i.e., employee relations, tracking, reporting, support, coaching, training, etc.
5350	General Institution	Property and liability insurance, legal review and resources, postage for institutional activities, tuition and fee waivers.
5550	Purchasing	Responsible for purchasing supplies, equipment and services for the entire college. Responsible for tracking new and existing capital assets including issuing asset tags and managing inventory.
5700	Printing & Duplicating	District-wide center for document handling services such as copying, scanning, laminating, binding, and printing of college materials.
5850	Institutional Effectiveness	Federal and State required reporting, ad hoc data requests. Research and survey support.

5920	Marketing & Public Relations	Production and mailing of class schedules and registration postcards. Production and supervision of www.npc.edu. Production of press releases, radio, TV and newspaper ads for NPC programs and locations. Production and printing of program brochures, booklets and catalogs. Management of social media sites, email marketing, texting and student awards and spotlights.
6100	Operations & Maintenance	Supervision, scheduling, and training of maintenance staff. Oversight of facility and equipment issues.

Attachment B: Proposed Data Tables and Delivery Schedule for Apache County

Table 1.

Enrollments in Apache County by Course and Term (3 Years, Rolling)

Term	Delivery Mode	Course Number	Course Name	Number of AC Students Enrolled at Census Date
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Table 2.

Students from Apache County Zip Codes Enrolling in Navajo County Courses, by Term (3 Years, Rolling)

Term	Zip Code	Course Number	Course Name	Number of AC Students Enrolled at Census Date
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Table 3.

Demographic Characteristics of Apache County Students

Term	Ratio of Male to Female Students	Ethnic Proportions	Age Distribution of AC Students
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Table 4.

Associate Degree Data (3 Years, Rolling)

Term	Zip Code	Degree Type	Number of AC Students in Progress	Number of AC Students Completing
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Table 5.

Certificate Data (3 Years, Rolling)

Term	Zip Code	Certificate Type	Number of AC Students in Progress	Number of AC Students Completing (start at page 10 on the PDF file)
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Attachment C

GENERAL EDUCATION COURSES Available by Mode of Delivery 2014-2016 at SPE and STJ Centers

DCE = DCE Classroom Environment; 3 of 4 channels available at STJ and SPE. Classes on channel not currently available in Apache County highlighted in yellow

CATEGORY	COURSE	COURSE TITLE	FALL 2014	SPRING 2015	FALL 2015	SPRING 2016
ENL/COMM	ENL 101	College Composition I	live @ SPE & STJ & DCE & Internet	live @ SPE & STJ	live @ SPE & STJ	live @ SPE & STJ
ENL/COMM	ENL 102	College Composition II	live @ SPE & DCE & Internet	live @ SPE & STJ	live @ SPE	live @ SPE & STJ
ENL/COMM	ENL 109	Technical Writing	DCE	DCE	DCE or DCE	DCE or DCE
ENL/COMM	SPT 120	Public Speaking	DCE			
MAT	MAT142		DCE	DCE	DCE	DCE
MAT	MAT152		DCE	DCE	DCE	DCE
MAT	MAT211			DCE		DCE
MAT	MAT221		DCE	DCE	DCE	DCE
ART/HUM	ART 101	Understanding Art	DCE		DCE	DCE
ART/HUM	ART 115	Art History I	DCE		DCE	
ART/HUM	ART 116	Art History II		DCE		DCE
ART/HUM	ART215					DCE
ART/HUM	ENL 220	World Literature I	DCE			
ART/HUM	ENL 221	World Literature II		DCE		
ART/HUM	ENL 224	English Literature I			DCE	
ART/HUM	ENL 225	English Literature II				DCE
ART/HUM	ENL 230	American Literature I	DCE			
ART/HUM	ENL 231	American Literature II		DCE		
ART/HUM	HUM 150	Humanities of the Western World I	DCE		DCE	
ART/HUM	HUM 151	Humanities of the Western World II		DCE		DCE
ART/HUM	MUS 150	Music Appreciation			DCE	
ART/HUM	MUS 250	World Music				
ART/HUM	PHL 101	Introduction to Philosophy	DCE		DCE	DCE
ART/HUM	PHL 103	Introduction to Logic and Critical Thinking			to be added to general education	DCE
ART/HUM	PHL 105	Introduction to Ethics			DCE	DCE
ART/HUM	SPT 130	Introduction to Theatre	Internet		Internet	
SCIENCE	ANT 104					
SCIENCE	BIO100	Biology Concepts			DCE w/ live lab @ SPE	
SCIENCE	BIO105					
SCIENCE	BIO160					

SCIENCE	BIO181			DCE w/ live lab @ SPE		
SCIENCE	BIO182			internet w/ live lab @ WMC		
SCIENCE	CHM130				DCE	
SCIENCE	CHM151					
SCIENCE	CHM152					
SCIENCE	GEO 111	Physical Geography				
SCIENCE	GLG101				DCE	DCE
SCIENCE	GLG102					DCE
SCIENCE	PHY113					
SCIENCE	PHY114					
SBS	ANT 102	Cultural Anthropology	DCE (twice)	DCE	DCE	DCE
SBS	ANT 120	Buried Cities and Lost Tribes		DCE		
SBS	ECN211	Macroeconomics	DCE		DCE or DCE	
SBS	ECN212	Micro		DCE		DCE or DCE
SBS	GEO 110	World Regional Geography	DCE		DCE	DCE
SBS	GEO 120	Human Geography		DCE		
SBS	HIS 105	U.S. History to 1877	DCE		DCE	DCE
SBS	HIS 106	U.S. History Since 1877		DCE	DCE	DCE
SBS	HIS 155	Western Civilization to 1700	DCE		DCE	
SBS	HIS 156	Western Civilization Since 1700		DCE		DCE
SBS	POS 110	American Government	DCE	DCE	DCE	DCE
SBS	PSY 101	Introduction to Psychology	DCE	DCE & DCE	DCE	DCE
SBS	PSY 200	Psychology of Adjustment	to be deleted from general education			
SBS	PSY 240	Developmental Psychology	DCE	DCE	DCE	DCE
SBS	PSY 250	Social Psychology			to be added to general education	
SBS	SOC 120	General Sociology	DCE	DCE	DCE	DCE
SBS	SOC 121	Social Problems in America				
SBS	SOC 130	Racial, Ethnic & Gender Relations . . .		DCE		DCE or DCE
SBS	SOC 225	Sociology of the Family	DCE		DCE or DCE	

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

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

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

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

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



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

October 7, 2014

Representative Carlyle Begay
1700 W. Washington
Room 315
Phoenix, AZ 85007

Dear Representative Begay:

I am writing to urge you to support full funding for the Payment in Lieu of Taxes Program (PILT) in FY 2015, and to work towards a sustainable, permanent full funding solution. We received our last fully funded PILT disbursement in June 2014. Without prompt Congressional action, Apache County will face budget shortfalls that will impact our ability to provide essential services to residents and visitors.

Apache County is greatly concerned with the current uncertain status of the PILT program, which, as you know, is designed to offset the lost revenue and additional cost for services provided on, or associated with, tax-exempt federal public lands, including law enforcement, search and rescue, emergency services, road building and maintenance, and other community services. After the last funding of PILT last year, much uncertainty still exists moving forward into FY 2015. PILT is a critical piece of our county budget. A failure to reauthorize these funds will imperil our county's ability to fulfill our statutorily-mandated functions and place an unfair burden on the backs of local property owners.

Thank you for your efforts in the past, and your continued support of this important issue and of Apache County taxpayers. Moving forward, I encourage you to sign on to the bipartisan "Dear Colleague" letter being circulated by Representatives Herrera Beutler (R-Washington) and Garcia (D-Florida) urging House leadership to secure funding for PILT for FY 2015. Your action is greatly appreciated.

Sincerely,

Tom M. White, Jr.
Chairman of the Board
Apache County Board of Supervisors

Enclosure:

cc: Paul Beddoe, National Association of Counties
Craig Sullivan, County Supervisors Association of Arizona

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

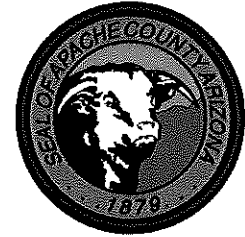
TOM M. WHITE, JR.
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DELWIN P. WENGERT, MANAGER-CLERK
ST. JOHNS, AZ 85936

October 7, 2014

Representative Jamescita Peshlakai
1700 W. Washington
Room 323
Phoenix, AZ 85007

Dear Representative Peshlakai:

I am writing to urge you to support full funding for the Payment in Lieu of Taxes Program (PILT) in FY 2015, and to work towards a sustainable, permanent full funding solution. We received our last fully funded PILT disbursement in June 2014. Without prompt Congressional action, Apache County will face budget shortfalls that will impact our ability to provide essential services to residents and visitors.

Apache County is greatly concerned with the current uncertain status of the PILT program, which, as you know, is designed to offset the lost revenue and additional cost for services provided on, or associated with, tax-exempt federal public lands, including law enforcement, search and rescue, emergency services, road building and maintenance, and other community services. After the last funding of PILT last year, much uncertainty still exists moving forward into FY 2015. PILT is a critical piece of our county budget. A failure to reauthorize these funds will imperil our county's ability to fulfill our statutorily-mandated functions and place an unfair burden on the backs of local property owners.

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Chairman of the Board
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Enclosure:

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

October 7, 2014

U.S. Senator John McCain
241 Russell
Senate Office Building
Washington, DC 20510

Dear Senator McCain:

I am writing to urge you to support full funding for the Payment in Lieu of Taxes Program (PILT) in FY 2015, and to work towards a sustainable, permanent full funding solution. We received our last fully funded PILT disbursement in June 2014. Without prompt Congressional action, Apache County will face budget shortfalls that will impact our ability to provide essential services to residents and visitors.

Apache County is greatly concerned with the current uncertain status of the PILT program, which, as you know, is designed to offset the lost revenue and additional cost for services provided on, or associated with, tax-exempt federal public lands, including law enforcement, search and rescue, emergency services, road building and maintenance, and other community services. After the last funding of PILT last year, much uncertainty still exists moving forward into FY 2015. PILT is a critical piece of our county budget. A failure to reauthorize these funds will imperil our county's ability to fulfill our statutorily-mandated functions and place an unfair burden on the backs of local property owners.

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Sincerely,

Tom M. White, Jr.
Chairman of the Board
Apache County Board of Supervisors

Enclosure:

cc: Paul Beddoe, National Association of Counties
Craig Sullivan, County Supervisors Association of Arizona

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

October 7, 2014

U.S. Senator Jeff Flake
B85 Russell
Senate Office Building
Washington, DC 20510

Dear Senator Flake:

I am writing to urge you to support full funding for the Payment in Lieu of Taxes Program (PILT) in FY 2015, and to work towards a sustainable, permanent full funding solution. We received our last fully funded PILT disbursement in June 2014. Without prompt Congressional action, Apache County will face budget shortfalls that will impact our ability to provide essential services to residents and visitors.

Apache County is greatly concerned with the current uncertain status of the PILT program, which, as you know, is designed to offset the lost revenue and additional cost for services provided on, or associated with, tax-exempt federal public lands, including law enforcement, search and rescue, emergency services, road building and maintenance, and other community services. After the last funding of PILT last year, much uncertainty still exists moving forward into FY 2015. PILT is a critical piece of our county budget. A failure to reauthorize these funds will imperil our county's ability to fulfill our statutorily-mandated functions and place an unfair burden on the backs of local property owners.

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

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

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



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

October 7, 2014

Representative Albert Hale
House Wing
1700 West Washington
Phoenix, AZ 85007

Dear Representative Hale:

I am writing to urge you to support full funding for the Payment in Lieu of Taxes Program (PILT) in FY 2015, and to work towards a sustainable, permanent full funding solution. We received our last fully funded PILT disbursement in June 2014. Without prompt Congressional action, Apache County will face budget shortfalls that will impact our ability to provide essential services to residents and visitors.

Apache County is greatly concerned with the current uncertain status of the PILT program, which, as you know, is designed to offset the lost revenue and additional cost for services provided on, or associated with, tax-exempt federal public lands, including law enforcement, search and rescue, emergency services, road building and maintenance, and other community services. After the last funding of PILT last year, much uncertainty still exists moving forward into FY 2015. PILT is a critical piece of our county budget. A failure to reauthorize these funds will imperil our county's ability to fulfill our statutorily-mandated functions and place an unfair burden on the backs of local property owners.

Thank you for your efforts in the past, and your continued support of this important issue and of Apache County taxpayers. Moving forward, I encourage you to sign on to the bipartisan "Dear Colleague" letter being circulated by Representatives Herrera Beutler (R-Washington) and Garcia (D-Florida) urging House leadership to secure funding for PILT for FY 2015. Your action is greatly appreciated.

Sincerely,

Tom M. White, Jr.
Chairman of the Board
Apache County Board of Supervisors

Enclosure:

cc: Paul Beddoe, National Association of Counties
Craig Sullivan, County Supervisors Association of Arizona

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

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

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

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

October 7, 2014

U.S. Representative Ann Kirkpatrick
330 Cannon House
Washington, DC 20515

Dear Representative Kirkpatrick:

I am writing to urge you to support full funding for the Payment in Lieu of Taxes Program (PILT) in FY 2015, and to work towards a sustainable, permanent full funding solution. We received our last fully funded PILT disbursement in June 2014. Without prompt Congressional action, Apache County will face budget shortfalls that will impact our ability to provide essential services to residents and visitors.

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Sincerely,

Tom M. White, Jr.
Chairman of the Board
Apache County Board of Supervisors

Enclosure:

cc: Paul Beddoe, National Association of Counties
Craig Sullivan, County Supervisors Association of Arizona

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Ryan Patterson – Finance Department

Date/Signature: 

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

Presentation of the GFOA Distinguished Budget Presentation Award to the Board of Supervisors by Brian Wright – a Board member of the GFOAZ.

BOS

Meeting Date Requested October 7th, 2014

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: 

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

Bonnie Stallings

From: Penny Adams <pennya@countysupervisors.org>
Sent: Tuesday, May 27, 2014 12:31 PM
Subject: CORRECTED: REGISTRATION OPEN for CSA's Tenth Annual Legislative Summit
Attachments: Save the Date - Yavapai - Orange Sunset 31814.pdf
Importance: High

My sincere apologies.

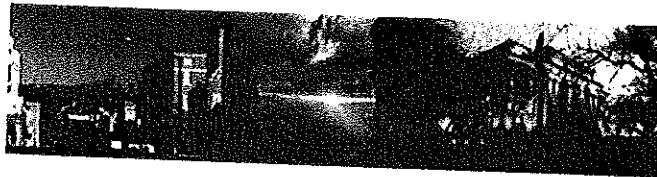
The link below to the Hassayampa Inn has been corrected.

From: Penny Adams
Sent: Tuesday, May 27, 2014 11:52 AM
Subject: REGISTRATION OPEN for CSA's Tenth Annual Legislative Summit
Importance: High

**CSA's Tenth Annual Legislative Summit
October 8 —10, 2014**



**Hosted by Yavapai County
in Prescott, Arizona**



To prepare for the 2015 legislative session, county officials will discuss important policy issues and legislative strategies at the Tenth Annual CSA Legislative Summit.

This year's Legislative Summit will take place in Prescott, Arizona, on October 8 - 10, 2014, with Yavapai County as our host.

All are encouraged to participate.



Summit Registration: Please [click here](#) to register for the CSA Legislative Summit.

Hotel Room Reservations:

~~Hassayampa~~
Hassayampa
122 E
Gurley St.