



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

Alton Joe Shepherd
Chairman, District II

Nelson Davis
Supervisor, District III

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

Pursuant to A.R.S. §38-431.02(H), the public will have physical access to the meeting room thirty (30) minutes prior to the start of the meeting.

**September 1, 2026
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.

1. Craig Sullivan, Executive Director, County Supervisors Association: Report on recent County Supervisors Association activities including discussion on the recent legislative session and budget.
2. County Manager: Discussion and possible approval of Consent Items: all items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member or the County Manager object at the time the agenda item is called.

County Manager/Clerk of the Board:

- *A. Finance Department: Request approval of demands as distributed to the Apache County Board of Supervisors between August 11, 2026, through August 24, 2026. Demands are payments made, or to be made by the County. Specific details of the demands may be requested through the County public record request process.
- *B. Request approval of minutes dated August 17, 2026.
- *C. Request approval of a resolution declaring recognition of fallen firefighters and emergency services personnel.

Election Department:

- *D. Request approval of an updated Intergovernmental Agreement with the Little Colorado Sanitary District to provide election services.
- *E. Request approval of the 2023 HAVA Election Security Sub-Grant Application.

School Superintendent's Office:

- *F. Request approval of Student Information System Intergovernmental Agreement with Pinal County for Jail Education. This will not affect the FY27 budget.
- *G. Request approval pursuant to A.R.S. §15-424(E) to cancel the election for two 4-year seats for the Chinle Unified School District Board and appoint the persons who filed the require candidate paperwork to fill the positions for the 2026 school board elections.

Community Development:

- *H. Request approval of a conditional use permit application submitted by Sandra Bond to allow for the hosting of equine trail sports and working equitation clinics and events at an existing equine facility. The property is identified as APN 212-24-008L. The Planning & Zoning Commission recommended unanimous approval on August 5, 2026.
- *I. Request approval of a conditional use permit application requested by Pew & Lake, PLC, to construct and operate a storage research and development facility located within the Coronado Generating Station. The Planning & Zoning Commission recommended unanimous approval on August 5, 2026
- *J. Request approval of a conditional use permit application request to amend a previously approved Conditional Use Permit CUP 2014-1 for a wireless telecommunications facility by increasing the approved tower height from 155 feet to 199 feet. Property is located approximately Mile Marker 351, U.S. Highway 180, Concho, Arizona; APN 204-41-001. The Planning & Zoning Commission recommended unanimous approval on August 5, 2026.
- *K. Request approval of a conditional use permit application requested by Pinnacle Consulting on behalf of Verizon Wireless, to modify condition #6 of Conditional Use Permit 2025-51 previously approved December 2, 2025. The subject property is identified as APN 101-35-011. The Planning & Zoning Commission recommended unanimous approval on August 5, 2026

- *L. Request approval of a zone change permit application requested by Ryan Ellsworth, Fox Canyon LLC, to amend the Apache County Zoning Map by rezoning APN 106-36-010F and 106-36-010G, located in Vernon, Arizona, from AG (Agricultural General) to C-1 (Light Commercial). The request will allow the continued operation of an existing Intensive Outpatient Recovery Center known as WayPoint Recovery in accordance with applicable Arizona laws and regulations governing State-licensed recovery care facilities. Planning & Zoning Commission recommended unanimous approval on August 5, 2026.

Superior Court:

- *M. Request approval for the FY26 Fill the Gap Grant Application in the amount of \$21,066 (\$15,316 State Grant and \$5750, Local Funding). These funds are generated from court fines and fees and set aside for necessary court operations within Apache County. The State regulates these funds and requires this application submission each fiscal year, as well as a final accounting at the end of that fiscal year. The requested amount is within the Court's budget.
- *N. Request approval for the FY26 Field Trainer Application in the amount of \$25,000. These funds help cover the salary of the Courts Field Trainer. The State regulates these funds and requires this application submission each fiscal year, as well as a final accounting at the end of that fiscal year. The requested amount is within the Court's budget.

County Attorney's Office:

- *O. Request ratification of the FY2027 Victim Compensation Grant VC-27-001 from the Arizona Criminal Justice Commission.
3. Election Department: Discussion and possible approval of Election System & Software Sales Order Agreement #5479, in the amount of \$287,925 to purchase 55 ExpressVote 3 machines.
4. County Manager: Notification the October 6, 2026, Board of Supervisors meeting initially scheduled to be held in Chinle, Arizona will be held in St. Johns, Arizona.
5. County Manager: Notification of the following meetings where two or more members of the Apache County Board of Supervisors may be in attendance:
- The Eastern Arizona Counties Organization meeting on September 16, 2026, at 2:00 p.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.

- Small Counties Forum meeting on September 16, 2026, at 5:30 p.m. held at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- The County Supervisors Association (CSA) meeting on September 17, 2026, at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.

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

Pursuant to the Americans with Disabilities Act, the Apache County Board of Supervisors endeavors to ensure the accessibility of its meetings to all persons with disabilities. If you need accommodation for a meeting, please contact the Clerk of the Board's office at (928)337-7503, TDD (928)-361-4402 at least 48 hours prior to the meeting (not including weekends or holidays) so that accommodation can be arranged. One or more members of the Board of Supervisors may participate telephonically or through video communication.

Posted August 27, 2026, at 12:30 p.m. MST by 



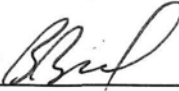
Ryan N. Patterson
Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Date/Signature: County Manager

8/24/24 

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

Craig Sullivan, Executive Director, County Supervisors Association: Report on recent County Supervisors Association activities including discussion on the recent legislative session and budget.

BOS Meeting Date 9.1.26

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

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

date/time stamp

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

Finance

Date/Signature: _____

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

Request approval of demands as distributed to the Apache County Board of Supervisors between August 11th, 2026 through August 24th, 2026. Demands are payments made, or to be made, but the County-specific details of the demands may be requested through the County public record request process.

BOS Meeting Date Requested 09/01/2026

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature Cynthia Person

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1144212	08/11/2026	Accounts Payable	SAFELITE AUTO GLASS	\$292.78
NBAZ - Warrant Clearing Account	Check	1144213	08/11/2026	Accounts Payable	ELOUISE WHITE	\$260.00
NBAZ - Warrant Clearing Account	Check	1144214	08/11/2026	Accounts Payable	ALTON JOE SHEPHERD	\$840.60
NBAZ - Warrant Clearing Account	Check	1144234	08/11/2026	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE (AFLAC)	\$106.63
NBAZ - Warrant Clearing Account	Check	1144235	08/11/2026	Accounts Payable	APACHE COUNTY FSA	\$1709.17
NBAZ - Warrant Clearing Account	Check	1144236	08/11/2026	Accounts Payable	APACHE COUNTY HSA	\$7984.98
NBAZ - Warrant Clearing Account	Check	1144237	08/11/2026	Accounts Payable	APACHE COUNTY MEDICAL	\$227270.26
NBAZ - Warrant Clearing Account	Check	1144238	08/11/2026	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	\$199082.08
NBAZ - Warrant Clearing Account	Check	1144239	08/11/2026	Accounts Payable	ASRS LEGACY EORP	\$11956.12
NBAZ - Warrant Clearing Account	Check	1144240	08/11/2026	Accounts Payable	AZ STATE RETIREMENT SYSTEM	\$137555.34
NBAZ - Warrant Clearing Account	Check	1144241	08/11/2026	Accounts Payable	CINCINNATI LIFE INS CO	\$10.00
NBAZ - Warrant Clearing Account	Check	1144242	08/11/2026	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	\$1015.56
NBAZ - Warrant Clearing Account	Check	1144243	08/11/2026	Accounts Payable	CORP AOC DISABILITY	\$48.12
NBAZ - Warrant Clearing Account	Check	1144244	08/11/2026	Accounts Payable	CORP DISABILITY	\$194.08
NBAZ - Warrant Clearing Account	Check	1144245	08/11/2026	Accounts Payable	CORRECTIONS OFFICER RET PLAN	\$14776.63
NBAZ - Warrant Clearing Account	Check	1144246	08/11/2026	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	\$529.27
NBAZ - Warrant Clearing Account	Check	1144247	08/11/2026	Accounts Payable	EODCRS DISABILITY	\$29.30
NBAZ - Warrant Clearing Account	Check	1144248	08/11/2026	Accounts Payable	EORP LEGACY	\$5607.70
NBAZ - Warrant Clearing Account	Check	1144249	08/11/2026	Accounts Payable	NATIONWIDE	\$5103.87
NBAZ - Warrant Clearing Account	Check	1144250	08/11/2026	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	\$1464.69
NBAZ - Warrant Clearing Account	Check	1144251	08/11/2026	Accounts Payable	NATIONWIDE TRUST FSB	\$2715.17
NBAZ - Warrant Clearing Account	Check	1144252	08/11/2026	Accounts Payable	NEW MEXICO HUMAN SERVICES DEPT	\$162.00
NBAZ - Warrant Clearing Account	Check	1144253	08/11/2026	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	\$12106.30
NBAZ - Warrant Clearing Account	Check	1144254	08/11/2026	Accounts Payable	PUBLIC SAFETY SHERIFF RET	\$13153.08
NBAZ - Warrant Clearing Account	Check	1144255	08/11/2026	Accounts Payable	RIO PUERCO ACRES	\$510.00
NBAZ - Warrant Clearing Account	Check	1144256	08/11/2026	Accounts Payable	SECURITY BENEFIT GROUP	\$195.00
NBAZ - Warrant Clearing Account	Check	1144257	08/11/2026	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$1367.91
NBAZ - Warrant Clearing Account	Check	1144258	08/12/2026	Accounts Payable	RUBEN A ARANDA MARIN	\$4.00
NBAZ - Warrant Clearing Account	Check	1144259	08/12/2026	Accounts Payable	GLORIA BOWMAN	\$116.00
NBAZ - Warrant Clearing Account	Check	1144260	08/12/2026	Accounts Payable	SAMUEL TODD GARDNER	\$104.00
NBAZ - Warrant Clearing Account	Check	1144261	08/12/2026	Accounts Payable	DIMITRI J HERRERA	\$266.00
NBAZ - Warrant Clearing Account	Check	1144262	08/12/2026	Accounts Payable	DALLAS TYLER HOLLAND	\$32.00
NBAZ - Warrant Clearing Account	Check	1144263	08/12/2026	Accounts Payable	MIKAILAH AUTUMN LEFEVRE	\$63.71
NBAZ - Warrant Clearing Account	Check	1144264	08/12/2026	Accounts Payable	CLAYTON BRENT OVERSON III	\$453.81
NBAZ - Warrant Clearing Account	Check	1144265	08/12/2026	Accounts Payable	DENNIELLE PATTERSON	\$48.04
NBAZ - Warrant Clearing Account	Check	1144266	08/12/2026	Accounts Payable	RYAN N PATTERSON	\$360.00
NBAZ - Warrant Clearing Account	Check	1144267	08/12/2026	Accounts Payable	DOUGLAS LANCE PEARCE	\$23.49
NBAZ - Warrant Clearing Account	Check	1144268	08/12/2026	Accounts Payable	NICHOLAS L SEYLER	\$266.00
NBAZ - Warrant Clearing Account	Check	1144269	08/12/2026	Accounts Payable	RODELL SHAVANAUX	\$72.00
NBAZ - Warrant Clearing Account	Check	1144270	08/12/2026	Accounts Payable	ALTON JOE SHEPHERD	\$90.28
NBAZ - Warrant Clearing Account	Check	1144271	08/12/2026	Accounts Payable	JOE SHIRLEY JR	\$243.81
NBAZ - Warrant Clearing Account	Check	1144272	08/12/2026	Accounts Payable	JESSE THOMAS	\$233.25
NBAZ - Warrant Clearing Account	Check	1144273	08/12/2026	Accounts Payable	WARREN THOMAS	\$65.00
NBAZ - Warrant Clearing Account	Check	1144274	08/12/2026	Accounts Payable	ASIANO M VALLEJOS	\$116.00
NBAZ - Warrant Clearing Account	Check	1144275	08/12/2026	Accounts Payable	GARRET LEE WHITING	\$84.00
NBAZ - Warrant Clearing Account	Check	1144276	08/12/2026	Accounts Payable	JOYCLYNN WHITING	\$913.92
NBAZ - Warrant Clearing Account	Check	1144277	08/12/2026	Accounts Payable	AZ COUNTIES INSURANCE POOL	\$500698.00
NBAZ - Warrant Clearing Account	Check	1144278	08/12/2026	Accounts Payable	RYAN N PATTERSON	\$513.60
NBAZ - Warrant Clearing Account	Check	1144279	08/12/2026	Accounts Payable	JOE SHIRLEY JR	\$590.15
NBAZ - Warrant Clearing Account	Check	1144280	08/13/2026	Accounts Payable	ADVANCED AIR SYSTEMS LLC	\$832.00
NBAZ - Warrant Clearing Account	Check	1144281	08/13/2026	Accounts Payable	ALL COPY PRODUCTS	\$622.72
NBAZ - Warrant Clearing Account	Check	1144282	08/13/2026	Accounts Payable	ALLEGRA	\$2449.36
NBAZ - Warrant Clearing Account	Check	1144283	08/13/2026	Accounts Payable	ALPINE WATER AND SANITARY	\$99.87
NBAZ - Warrant Clearing Account	Check	1144284	08/13/2026	Accounts Payable	ALSCO INC	\$124.38
NBAZ - Warrant Clearing Account	Check	1144285	08/13/2026	Accounts Payable	AMAZON CAPITAL SERVICES INC	\$11216.57
NBAZ - Warrant Clearing Account	Check	1144286	08/13/2026	Accounts Payable	AMIGO CHEVROLET	\$151.05
NBAZ - Warrant Clearing Account	Check	1144287	08/13/2026	Accounts Payable	APACHE COUNTY	\$147.17
NBAZ - Warrant Clearing Account	Check	1144288	08/13/2026	Accounts Payable	APIC SOLUTIONS LLC	\$9819.00
NBAZ - Warrant Clearing Account	Check	1144289	08/13/2026	Accounts Payable	AVIX ACCOUNTING	\$551.25
NBAZ - Warrant Clearing Account	Check	1144290	08/13/2026	Accounts Payable	AZ DEPT OF RISK MANAGEMENT	\$441.82
NBAZ - Warrant Clearing Account	Check	1144291	08/13/2026	Accounts Payable	BACKWOODS TEES	\$729.51
NBAZ - Warrant Clearing Account	Check	1144292	08/13/2026	Accounts Payable	BAUMAN HOME AND AUTO INC	\$491.13
NBAZ - Warrant Clearing Account	Check	1144293	08/13/2026	Accounts Payable	BEACON FIRE AND SECURITY LLC	\$389.00
NBAZ - Warrant Clearing Account	Check	1144294	08/13/2026	Accounts Payable	SARAH MAE BEGAY	\$490.00
NBAZ - Warrant Clearing Account	Check	1144295	08/13/2026	Accounts Payable	BLUE HILLS ENVIRONMENTAL	\$1344.55
NBAZ - Warrant Clearing Account	Check	1144296	08/13/2026	Accounts Payable	BLUE KNIGHT SECURITY LLC	\$4925.00
NBAZ - Warrant Clearing Account	Check	1144297	08/13/2026	Accounts Payable	MICHAEL T BRAGIEL	\$67.72
NBAZ - Warrant Clearing Account	Check	1144298	08/13/2026	Accounts Payable	BURNHAM - IFP LLC	\$600.00
NBAZ - Warrant Clearing Account	Check	1144299	08/13/2026	Accounts Payable	HEATHER BUSHMAN	\$10.45

NBAZ - Warrant Clearing Account	Check	1144300	08/13/2026	Accounts Payable	CDW GOVERNMENT LLC	\$1600.60
NBAZ - Warrant Clearing Account	Check	1144301	08/13/2026	Accounts Payable	CHARM-TEX	\$4995.00
NBAZ - Warrant Clearing Account	Check	1144302	08/13/2026	Accounts Payable	CHILDHELP INC	\$350.00
NBAZ - Warrant Clearing Account	Check	1144303	08/13/2026	Accounts Payable	CHOICE BROADBAND	\$5220.20
NBAZ - Warrant Clearing Account	Check	1144304	08/13/2026	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	\$864.00
NBAZ - Warrant Clearing Account	Check	1144305	08/13/2026	Accounts Payable	COUNTRY COMFORT HOLDINGS LLC	\$850.80
NBAZ - Warrant Clearing Account	Check	1144306	08/13/2026	Accounts Payable	JAMIE CURLEY	\$3079.76
NBAZ - Warrant Clearing Account	Check	1144307	08/13/2026	Accounts Payable	DATA CENTER WAREHOUSE LLC	\$5116.79
NBAZ - Warrant Clearing Account	Check	1144308	08/13/2026	Accounts Payable	DAY CUSTOMS AUTOMOTIVE	\$134.35
NBAZ - Warrant Clearing Account	Check	1144309	08/13/2026	Accounts Payable	DELTA TIRE LLC	\$254.59
NBAZ - Warrant Clearing Account	Check	1144310	08/13/2026	Accounts Payable	DIAMOND C FEEDS	\$689.45
NBAZ - Warrant Clearing Account	Check	1144311	08/13/2026	Accounts Payable	CAREY D DOBSON	\$60.66
NBAZ - Warrant Clearing Account	Check	1144312	08/13/2026	Accounts Payable	PJ E EDWARDS-RAY	\$175.00
NBAZ - Warrant Clearing Account	Check	1144313	08/13/2026	Accounts Payable	ELECTION SYSTEMS AND SOFTWARE	\$6250.00
NBAZ - Warrant Clearing Account	Check	1144314	08/13/2026	Accounts Payable	EMPIRE MACHINERY	\$1470.70
NBAZ - Warrant Clearing Account	Check	1144315	08/13/2026	Accounts Payable	EMPIRE POWER SYSTEMS AND EMPIRE SOUTHWEST LLC	\$391.00
NBAZ - Warrant Clearing Account	Check	1144316	08/13/2026	Accounts Payable	EASTON EUBANKS	\$49.52
NBAZ - Warrant Clearing Account	Check	1144317	08/13/2026	Accounts Payable	REED EUBANKS	\$49.50
NBAZ - Warrant Clearing Account	Check	1144318	08/13/2026	Accounts Payable	EW PARKER ENTERPRISES LLC	\$1122.20
NBAZ - Warrant Clearing Account	Check	1144319	08/13/2026	Accounts Payable	ROBERT L FITE	\$84.82
NBAZ - Warrant Clearing Account	Check	1144320	08/13/2026	Accounts Payable	FLEET PRIDE	\$1246.96
NBAZ - Warrant Clearing Account	Check	1144321	08/13/2026	Accounts Payable	FRONTIER	\$129.60
NBAZ - Warrant Clearing Account	Check	1144322	08/13/2026	Accounts Payable	FUTURE TIRE	\$3725.50
NBAZ - Warrant Clearing Account	Check	1144323	08/13/2026	Accounts Payable	GALLUP WATER WORKS	\$129.50
NBAZ - Warrant Clearing Account	Check	1144324	08/13/2026	Accounts Payable	GILA BROADBAND	\$740.00
NBAZ - Warrant Clearing Account	Check	1144325	08/13/2026	Accounts Payable	GILA COUNTY	\$10991.47
NBAZ - Warrant Clearing Account	Check	1144326	08/13/2026	Accounts Payable	GRAINGER	\$728.71
NBAZ - Warrant Clearing Account	Check	1144327	08/13/2026	Accounts Payable	GWORKS	\$5731.00
NBAZ - Warrant Clearing Account	Check	1144328	08/13/2026	Accounts Payable	HILL AZ GROCERY STORE/ ST JOHNS MARKET	\$164.85
NBAZ - Warrant Clearing Account	Check	1144329	08/13/2026	Accounts Payable	HILLYARD/FLAGSTAFF	\$1014.67
NBAZ - Warrant Clearing Account	Check	1144330	08/13/2026	Accounts Payable	INGRAM BOOK COMPANY	\$1089.07
NBAZ - Warrant Clearing Account	Check	1144331	08/13/2026	Accounts Payable	DENNISE L JONES	\$605.00
NBAZ - Warrant Clearing Account	Check	1144332	08/13/2026	Accounts Payable	KUHLMAN PSYCHOLOGY & CONSULTING PLLC	\$1750.00
NBAZ - Warrant Clearing Account	Check	1144333	08/13/2026	Accounts Payable	LANGUAGE LINE SERVICES INC	\$47.37
NBAZ - Warrant Clearing Account	Check	1144334	08/13/2026	Accounts Payable	LAWSON PRODUCTS INC	\$585.23
NBAZ - Warrant Clearing Account	Check	1144335	08/13/2026	Accounts Payable	LESJEU ADVANCE AUTOMOTIVE LLC	\$1539.53
NBAZ - Warrant Clearing Account	Check	1144336	08/13/2026	Accounts Payable	LINDE GAS & EQUIPMENT INC (FORMERLY PRAXAIR)	\$489.18
NBAZ - Warrant Clearing Account	Check	1144337	08/13/2026	Accounts Payable	LOWES #24	\$42.74
NBAZ - Warrant Clearing Account	Check	1144338	08/13/2026	Accounts Payable	STEVEN AVERY MARBLE	\$30.00
NBAZ - Warrant Clearing Account	Check	1144339	08/13/2026	Accounts Payable	CANNON MAXWELL MAYER	\$504.00
NBAZ - Warrant Clearing Account	Check	1144340	08/13/2026	Accounts Payable	CHRIS MCCARTHY	\$1050.00
NBAZ - Warrant Clearing Account	Check	1144341	08/13/2026	Accounts Payable	MCKESSON MEDICAL SURGICAL	\$91.31
NBAZ - Warrant Clearing Account	Check	1144342	08/13/2026	Accounts Payable	NAPA	\$698.98
NBAZ - Warrant Clearing Account	Check	1144343	08/13/2026	Accounts Payable	NAVAJO COUNTY	\$180.00
NBAZ - Warrant Clearing Account	Check	1144344	08/13/2026	Accounts Payable	NAVAJO SANITATION INC	\$535.30
NBAZ - Warrant Clearing Account	Check	1144345	08/13/2026	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	\$399.41
NBAZ - Warrant Clearing Account	Check	1144346	08/13/2026	Accounts Payable	NAVAJO WESTERNERS	\$290.83
NBAZ - Warrant Clearing Account	Check	1144347	08/13/2026	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	\$10852.32
NBAZ - Warrant Clearing Account	Check	1144348	08/13/2026	Accounts Payable	O'REILLY AUTO PARTS	\$620.85
NBAZ - Warrant Clearing Account	Check	1144349	08/13/2026	Accounts Payable	OVERDRIVE INC	\$1471.91
NBAZ - Warrant Clearing Account	Check	1144350	08/13/2026	Accounts Payable	PERFECT PRINTZ LLC	\$279.91
NBAZ - Warrant Clearing Account	Check	1144351	08/13/2026	Accounts Payable	PHIL STRATTON ELECTRIC IN	\$515.00
NBAZ - Warrant Clearing Account	Check	1144352	08/13/2026	Accounts Payable	POLARIS PHARMACY SERVICES OF WARRINGTON LLC	\$6296.87
NBAZ - Warrant Clearing Account	Check	1144353	08/13/2026	Accounts Payable	ROBERT CRAIG POLLOCK	\$65.84
NBAZ - Warrant Clearing Account	Check	1144354	08/13/2026	Accounts Payable	PRAGMATICA LLC	\$3849.10
NBAZ - Warrant Clearing Account	Check	1144355	08/13/2026	Accounts Payable	PRIMO BRANDS	\$474.82
NBAZ - Warrant Clearing Account	Check	1144356	08/13/2026	Accounts Payable	QUILL CORP	\$886.73
NBAZ - Warrant Clearing Account	Check	1144357	08/13/2026	Accounts Payable	R JOHN R JOHN LEE ATTORNEY AT LAW	\$10500.00
NBAZ - Warrant Clearing Account	Check	1144358	08/13/2026	Accounts Payable	RIGG LAW FIRM PLLC	\$731.00
NBAZ - Warrant Clearing Account	Check	1144359	08/13/2026	Accounts Payable	RIM COUNTRY MECHANICAL	\$1113.00
NBAZ - Warrant Clearing Account	Check	1144360	08/13/2026	Accounts Payable	ROBERTS TIRE SALES INC	\$1859.23
NBAZ - Warrant Clearing Account	Check	1144361	08/13/2026	Accounts Payable	JODI H ROTHLSBERGER	\$360.00
NBAZ - Warrant Clearing Account	Check	1144362	08/13/2026	Accounts Payable	SANDERS UNIFIED SCHOOL DISTRICT	\$350.00
NBAZ - Warrant Clearing Account	Check	1144363	08/13/2026	Accounts Payable	SANOFI PASTEUR INC	\$501.13
NBAZ - Warrant Clearing Account	Check	1144364	08/13/2026	Accounts Payable	SECURUS TECHNOLOGIES INC	\$1346.91
NBAZ - Warrant Clearing Account	Check	1144365	08/13/2026	Accounts Payable	SENTRY WELDING SUPPLY LLC	\$159.64
NBAZ - Warrant Clearing Account	Check	1144366	08/13/2026	Accounts Payable	SHOW LOW FORD INC	\$700.17
NBAZ - Warrant Clearing Account	Check	1144367	08/13/2026	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	\$5572.41
NBAZ - Warrant Clearing Account	Check	1144368	08/13/2026	Accounts Payable	JAQULYNN BROOKE SOLIS	\$30.00
NBAZ - Warrant Clearing Account	Check	1144369	08/13/2026	Accounts Payable	ST JOHNS CITY	\$833.07

NBAZ - Warrant Clearing Account	Check	1144370	08/13/2026	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	\$1060.31
NBAZ - Warrant Clearing Account	Check	1144371	08/13/2026	Accounts Payable	SUN RIDGE SYSTEMS, INC	\$56384.00
NBAZ - Warrant Clearing Account	Check	1144372	08/13/2026	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	\$115.93
NBAZ - Warrant Clearing Account	Check	1144373	08/13/2026	Accounts Payable	TAFT STETTINIUS & HOLLISTER LLP	\$127.50
NBAZ - Warrant Clearing Account	Check	1144374	08/13/2026	Accounts Payable	TESAB PARTS CENTER INC	\$2192.57
NBAZ - Warrant Clearing Account	Check	1144375	08/13/2026	Accounts Payable	THE ZICKERMAN LAW OFFICE PLLC	\$416.00
NBAZ - Warrant Clearing Account	Check	1144376	08/13/2026	Accounts Payable	THOMSON REUTERS WEST	\$3922.58
NBAZ - Warrant Clearing Account	Check	1144377	08/13/2026	Accounts Payable	TOWN OF EGAR	\$690.05
NBAZ - Warrant Clearing Account	Check	1144378	08/13/2026	Accounts Payable	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	\$165.83
NBAZ - Warrant Clearing Account	Check	1144379	08/13/2026	Accounts Payable	TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY	\$435.96
NBAZ - Warrant Clearing Account	Check	1144380	08/13/2026	Accounts Payable	UNIFIRST CORPORATION	\$90.05
NBAZ - Warrant Clearing Account	Check	1144381	08/13/2026	Accounts Payable	US POSTMASTER	\$172.00
NBAZ - Warrant Clearing Account	Check	1144382	08/13/2026	Accounts Payable	VALLEY IMAGING SOLUTIONS	\$5.87
NBAZ - Warrant Clearing Account	Check	1144383	08/13/2026	Accounts Payable	WASTE MANAGEMENT OF AZ	\$65.86
NBAZ - Warrant Clearing Account	Check	1144384	08/13/2026	Accounts Payable	LINZI LYNN WHITAKER	\$120.00
NBAZ - Warrant Clearing Account	Check	1144385	08/13/2026	Accounts Payable	WHITE MOUNTAIN PUBLISHING LLC	\$69.52
NBAZ - Warrant Clearing Account	Check	1144386	08/13/2026	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	\$525.00
NBAZ - Warrant Clearing Account	Check	1144387	08/13/2026	Accounts Payable	WILLIAMS PLUMBING AND GALLUP PUMPING SERVICE	\$150.00
NBAZ - Warrant Clearing Account	Check	1144388	08/13/2026	Accounts Payable	ANTONIA WOOD	\$121.15
NBAZ - Warrant Clearing Account	Check	1144389	08/13/2026	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	\$125.33
NBAZ - Warrant Clearing Account	Check	1144390	08/13/2026	Accounts Payable	WRIGHT EXPRESS FSC WEX	\$3597.48
NBAZ - Warrant Clearing Account	Check	1144391	08/19/2026	Accounts Payable	ANNETTE CASTILLO	\$276.96
NBAZ - Warrant Clearing Account	Check	1144392	08/19/2026	Accounts Payable	ROXANNE M GILLESPIE	\$52.00
NBAZ - Warrant Clearing Account	Check	1144393	08/19/2026	Accounts Payable	BARBARA J GOMEZ	\$363.28
NBAZ - Warrant Clearing Account	Check	1144394	08/19/2026	Accounts Payable	ADA C GUINN	\$420.00
NBAZ - Warrant Clearing Account	Check	1144395	08/19/2026	Accounts Payable	RICHARD C GUINN	\$1721.80
NBAZ - Warrant Clearing Account	Check	1144396	08/19/2026	Accounts Payable	PAUL HANCOCK	\$420.12
NBAZ - Warrant Clearing Account	Check	1144397	08/19/2026	Accounts Payable	DIMITRI J HERRERA	\$52.00
NBAZ - Warrant Clearing Account	Check	1144398	08/19/2026	Accounts Payable	MEGAN L HILL	\$44.71
NBAZ - Warrant Clearing Account	Check	1144399	08/19/2026	Accounts Payable	ANTONIO KINLICHEE	\$77.55
NBAZ - Warrant Clearing Account	Check	1144400	08/19/2026	Accounts Payable	JAMES LAIR	\$52.00
NBAZ - Warrant Clearing Account	Check	1144401	08/19/2026	Accounts Payable	KEIRSTEN NIELSEN	\$47.42
NBAZ - Warrant Clearing Account	Check	1144402	08/19/2026	Accounts Payable	LARRY NOBLE	\$140.00
NBAZ - Warrant Clearing Account	Check	1144403	08/19/2026	Accounts Payable	RYAN N PATTERSON	\$145.16
NBAZ - Warrant Clearing Account	Check	1144404	08/19/2026	Accounts Payable	CHERYL STRADLING	\$707.23
NBAZ - Warrant Clearing Account	Check	1144405	08/19/2026	Accounts Payable	JARROD ARVISO TOADECHEENIE	\$178.00
NBAZ - Warrant Clearing Account	Check	1144406	08/19/2026	Accounts Payable	CRAIG TSOSIE	\$381.70
NBAZ - Warrant Clearing Account	Check	1144407	08/19/2026	Accounts Payable	BRECHELLE HOPE WINTERS	\$90.00
NBAZ - Warrant Clearing Account	Check	1144408	08/19/2026	Accounts Payable	DEVIN WOOD	\$64.64
NBAZ - Warrant Clearing Account	Check	1144409	08/19/2026	Accounts Payable	DIANA M MORGAN	\$312.36
NBAZ - Warrant Clearing Account	Check	1144410	08/19/2026	Accounts Payable	HILL AZ GROCERY STORE/ ST JOHNS MARKET	\$153.26
NBAZ - Warrant Clearing Account	Check	1144411	08/19/2026	Accounts Payable	LUCINDA L ATTAKAI	\$246.24
NBAZ - Warrant Clearing Account	Check	1144412	08/19/2026	Accounts Payable	ALTON JOE SHEPHERD	\$1061.28
NBAZ - Warrant Clearing Account	Check	1144413	08/19/2026	Accounts Payable	APIC SOLUTIONS LLC	\$9819.00
NBAZ - Warrant Clearing Account	Check	1144414	08/20/2026	Accounts Payable	ADHS AZ HEALTH CARE COST	\$22400.00
NBAZ - Warrant Clearing Account	Check	1144415	08/20/2026	Accounts Payable	ALLEGRA	\$130.03
NBAZ - Warrant Clearing Account	Check	1144416	08/20/2026	Accounts Payable	ALPINE WATER AND SANITARY	\$80.64
NBAZ - Warrant Clearing Account	Check	1144417	08/20/2026	Accounts Payable	AMAZON CAPITAL SERVICES INC	\$15512.80
NBAZ - Warrant Clearing Account	Check	1144418	08/20/2026	Accounts Payable	APACHE COUNTY	\$272.36
NBAZ - Warrant Clearing Account	Check	1144419	08/20/2026	Accounts Payable	APACHE COUNTY FAIR	\$300.00
NBAZ - Warrant Clearing Account	Check	1144420	08/20/2026	Accounts Payable	APACHE COUNTY FAIR	\$25000.00
NBAZ - Warrant Clearing Account	Check	1144421	08/20/2026	Accounts Payable	APACHE COUNTY SHERIFF'S POSSE	\$1875.00
NBAZ - Warrant Clearing Account	Check	1144422	08/20/2026	Accounts Payable	ASHTONS REPAIR INC	\$162.47
NBAZ - Warrant Clearing Account	Check	1144423	08/20/2026	Accounts Payable	AZ ASSOCIATION OF SUPERIOR COURT ADMINISTRATORS	\$175.00
NBAZ - Warrant Clearing Account	Check	1144424	08/20/2026	Accounts Payable	AZ COUNTIES INSURANCE POOL	\$14847.23
NBAZ - Warrant Clearing Account	Check	1144425	08/20/2026	Accounts Payable	AZ DEPT OF ECONOMIC SECURITY	\$200.00
NBAZ - Warrant Clearing Account	Check	1144426	08/20/2026	Accounts Payable	AZ DEPT OF HEALTH SERVICES	\$1320.00
NBAZ - Warrant Clearing Account	Check	1144427	08/20/2026	Accounts Payable	AZLGEBT	\$451270.19
NBAZ - Warrant Clearing Account	Check	1144428	08/20/2026	Accounts Payable	BASIN BROADCASTING COMPANY INC - KNDN RADIO	\$825.00
NBAZ - Warrant Clearing Account	Check	1144429	08/20/2026	Accounts Payable	BAUMAN HOME AND AUTO INC	\$573.44
NBAZ - Warrant Clearing Account	Check	1144430	08/20/2026	Accounts Payable	BI INC	\$588.71
NBAZ - Warrant Clearing Account	Check	1144431	08/20/2026	Accounts Payable	BLUE HILLS ENVIRONMENTAL	\$68243.03
NBAZ - Warrant Clearing Account	Check	1144432	08/20/2026	Accounts Payable	BULWARK EXTERMINATING LLC	\$308.00
NBAZ - Warrant Clearing Account	Check	1144433	08/20/2026	Accounts Payable	BURNHAM - IFP LLC	\$2626.20
NBAZ - Warrant Clearing Account	Check	1144434	08/20/2026	Accounts Payable	C&I SHOW HARDWARE & SECURITY SYSTEMS INC	\$57.73
NBAZ - Warrant Clearing Account	Check	1144435	08/20/2026	Accounts Payable	CENTER FOR DISEASE DETECTION LLC	\$167.20
NBAZ - Warrant Clearing Account	Check	1144436	08/20/2026	Accounts Payable	CENTRAL ARIZONA SUPPLY	\$315.17
NBAZ - Warrant Clearing Account	Check	1144437	08/20/2026	Accounts Payable	CHARM-TEX	\$494.50
NBAZ - Warrant Clearing Account	Check	1144438	08/20/2026	Accounts Payable	John Lucas COMMUNITY BROADBAND ADVOCATES LLC	\$1612.50
NBAZ - Warrant Clearing Account	Check	1144439	08/20/2026	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	\$586.28

NBAZ - Warrant Clearing Account	Check	1144440	08/20/2026	Accounts Payable	CRAFCO INC	\$2777.51
NBAZ - Warrant Clearing Account	Check	1144441	08/20/2026	Accounts Payable	CREATIVE MULTIMEDIA INC (CMI)	\$8120.00
NBAZ - Warrant Clearing Account	Check	1144442	08/20/2026	Accounts Payable	DAY CUSTOMS AUTOMOTIVE	\$37.44
NBAZ - Warrant Clearing Account	Check	1144443	08/20/2026	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	\$242.18
NBAZ - Warrant Clearing Account	Check	1144444	08/20/2026	Accounts Payable	DELTA TIRE LLC	\$90.74
NBAZ - Warrant Clearing Account	Check	1144445	08/20/2026	Accounts Payable	CAREY D DOBSON	\$60.66
NBAZ - Warrant Clearing Account	Check	1144446	08/20/2026	Accounts Payable	MELISSA DOUGLAS	\$570.00
NBAZ - Warrant Clearing Account	Check	1144447	08/20/2026	Accounts Payable	PJ E EDWARDS-RAY	\$200.00
NBAZ - Warrant Clearing Account	Check	1144448	08/20/2026	Accounts Payable	EMPIRE MACHINERY	\$3449.98
NBAZ - Warrant Clearing Account	Check	1144449	08/20/2026	Accounts Payable	EPIC MOTORSPORTS CORP	\$4158.97
NBAZ - Warrant Clearing Account	Check	1144450	08/20/2026	Accounts Payable	FERRELLGAS	\$55.58
NBAZ - Warrant Clearing Account	Check	1144451	08/20/2026	Accounts Payable	ROBERT L FITE	\$84.82
NBAZ - Warrant Clearing Account	Check	1144452	08/20/2026	Accounts Payable	FLAGSTAFF BUSINESS SOLUTIONS LLC	\$600.00
NBAZ - Warrant Clearing Account	Check	1144453	08/20/2026	Accounts Payable	FLEET PRIDE	\$589.84
NBAZ - Warrant Clearing Account	Check	1144454	08/20/2026	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	\$487.41
NBAZ - Warrant Clearing Account	Check	1144455	08/20/2026	Accounts Payable	FRONTIER	\$82.73
NBAZ - Warrant Clearing Account	Check	1144456	08/20/2026	Accounts Payable	FUTURE TIRE	\$3449.83
NBAZ - Warrant Clearing Account	Check	1144457	08/20/2026	Accounts Payable	GALLS INC	\$235.20
NBAZ - Warrant Clearing Account	Check	1144458	08/20/2026	Accounts Payable	HANCOCK COMPREHENSIVE DENTISTRY	\$1175.00
NBAZ - Warrant Clearing Account	Check	1144459	08/20/2026	Accounts Payable	HEALTHEQUITY INC	\$265.30
NBAZ - Warrant Clearing Account	Check	1144460	08/20/2026	Accounts Payable	HILL AZ GROCERY STORE/ ST JOHNS MARKET	\$27.75
NBAZ - Warrant Clearing Account	Check	1144461	08/20/2026	Accounts Payable	HILLYARD/FLAGSTAFF	\$144.36
NBAZ - Warrant Clearing Account	Check	1144462	08/20/2026	Accounts Payable	HOME DEPOT ACCT 7600	\$1859.13
NBAZ - Warrant Clearing Account	Check	1144463	08/20/2026	Accounts Payable	INGRAM BOOK COMPANY	\$343.07
NBAZ - Warrant Clearing Account	Check	1144464	08/20/2026	Accounts Payable	LEAF CAPITAL FUNDING LLC	\$212.05
NBAZ - Warrant Clearing Account	Check	1144465	08/20/2026	Accounts Payable	LINDE GAS & EQUIPMENT INC (FORMERLY PRAXAIR)	\$29.27
NBAZ - Warrant Clearing Account	Check	1144466	08/20/2026	Accounts Payable	LOWES #24	\$69.06
NBAZ - Warrant Clearing Account	Check	1144467	08/20/2026	Accounts Payable	NAPA	\$2139.23
NBAZ - Warrant Clearing Account	Check	1144468	08/20/2026	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	\$3869.73
NBAZ - Warrant Clearing Account	Check	1144469	08/20/2026	Accounts Payable	NAVAJO WESTERNERS	\$106.56
NBAZ - Warrant Clearing Account	Check	1144470	08/20/2026	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	\$14900.04
NBAZ - Warrant Clearing Account	Check	1144471	08/20/2026	Accounts Payable	JULIE ANN NICHOLSON	\$300.00
NBAZ - Warrant Clearing Account	Check	1144472	08/20/2026	Accounts Payable	NORTH WEST NEW MEXICO REGIONAL SOLID WASTE AUTHORI	\$29.73
NBAZ - Warrant Clearing Account	Check	1144473	08/20/2026	Accounts Payable	O'REILLY AUTO PARTS	\$89.36
NBAZ - Warrant Clearing Account	Check	1144474	08/20/2026	Accounts Payable	OCCUPATIONAL SAFETY SERVICES	\$675.00
NBAZ - Warrant Clearing Account	Check	1144475	08/20/2026	Accounts Payable	OPTIMAL IMAGING SUPPLIES LLC	\$174.24
NBAZ - Warrant Clearing Account	Check	1144476	08/20/2026	Accounts Payable	OVERDRIVE INC	\$1306.70
NBAZ - Warrant Clearing Account	Check	1144477	08/20/2026	Accounts Payable	PERFECT PRINTZ LLC	\$384.66
NBAZ - Warrant Clearing Account	Check	1144478	08/20/2026	Accounts Payable	ROBERT CRAIG POLLOCK	\$65.84
NBAZ - Warrant Clearing Account	Check	1144479	08/20/2026	Accounts Payable	PREMIUM PROPANE LLC	\$112.60
NBAZ - Warrant Clearing Account	Check	1144480	08/20/2026	Accounts Payable	PRIMO BRANDS	\$72.02
NBAZ - Warrant Clearing Account	Check	1144481	08/20/2026	Accounts Payable	PRONTO BIOMEDICAL SOLUTIONS LLC	\$2607.00
NBAZ - Warrant Clearing Account	Check	1144482	08/20/2026	Accounts Payable	PUBLIC SAFETY CANCER INSURANCE	\$1150.00
NBAZ - Warrant Clearing Account	Check	1144483	08/20/2026	Accounts Payable	QUILL CORP	\$690.96
NBAZ - Warrant Clearing Account	Check	1144484	08/20/2026	Accounts Payable	R&S NORTHEAST LLC	\$318.34
NBAZ - Warrant Clearing Account	Check	1144485	08/20/2026	Accounts Payable	REDW LLC	\$5479.00
NBAZ - Warrant Clearing Account	Check	1144486	08/20/2026	Accounts Payable	RHINEHART OIL CO	\$8629.07
NBAZ - Warrant Clearing Account	Check	1144487	08/20/2026	Accounts Payable	RICOH USA INC	\$17.84
NBAZ - Warrant Clearing Account	Check	1144488	08/20/2026	Accounts Payable	SAFEWAY INC	\$167.52
NBAZ - Warrant Clearing Account	Check	1144489	08/20/2026	Accounts Payable	SECURUS TECHNOLOGIES INC	\$1971.51
NBAZ - Warrant Clearing Account	Check	1144490	08/20/2026	Accounts Payable	SIERRA PROPANE	\$242.13
NBAZ - Warrant Clearing Account	Check	1144491	08/20/2026	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	\$258.30
NBAZ - Warrant Clearing Account	Check	1144492	08/20/2026	Accounts Payable	COLLIN GLENN SMITH	\$400.00
NBAZ - Warrant Clearing Account	Check	1144493	08/20/2026	Accounts Payable	SONORA QUEST LABORATORIES	\$1285.94
NBAZ - Warrant Clearing Account	Check	1144494	08/20/2026	Accounts Payable	SOUTHERN TIRE MART LLC	\$4265.04
NBAZ - Warrant Clearing Account	Check	1144495	08/20/2026	Accounts Payable	ST JOHNS CITY	\$7658.36
NBAZ - Warrant Clearing Account	Check	1144496	08/20/2026	Accounts Payable	ST JOHNS UNITED DRUG	\$16.35
NBAZ - Warrant Clearing Account	Check	1144497	08/20/2026	Accounts Payable	KENADEE BELL STALEY	\$137.50
NBAZ - Warrant Clearing Account	Check	1144498	08/20/2026	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	\$510.46
NBAZ - Warrant Clearing Account	Check	1144499	08/20/2026	Accounts Payable	TARTAN OIL LLC (FORMER NAME: SARATOGA)	\$27050.56
NBAZ - Warrant Clearing Account	Check	1144500	08/20/2026	Accounts Payable	THE GUIDANCE CENTER	\$3495.52
NBAZ - Warrant Clearing Account	Check	1144501	08/20/2026	Accounts Payable	TOWN OF EAGAR	\$7676.45
NBAZ - Warrant Clearing Account	Check	1144502	08/20/2026	Accounts Payable	TOWN OF SPRINGERVILLE	\$4604.27
NBAZ - Warrant Clearing Account	Check	1144503	08/20/2026	Accounts Payable	TRILOGY MEDWASTE WEST LLC	\$44.95
NBAZ - Warrant Clearing Account	Check	1144504	08/20/2026	Accounts Payable	TRIPLE R FUELS	\$4.00
NBAZ - Warrant Clearing Account	Check	1144505	08/20/2026	Accounts Payable	VERIZON WIRELESS	\$1329.75
NBAZ - Warrant Clearing Account	Check	1144506	08/20/2026	Accounts Payable	WAGNER EQUIPMENT CO	\$938.56
NBAZ - Warrant Clearing Account	Check	1144507	08/20/2026	Accounts Payable	WASAU TILE LLC	\$5470.99
NBAZ - Warrant Clearing Account	Check	1144508	08/20/2026	Accounts Payable	WESTERN DRUG COMPANY	\$10.00
NBAZ - Warrant Clearing Account	Check	1144509	08/20/2026	Accounts Payable	WHITE MOUNTAIN PUBLISHING LLC	\$616.99

NBAZ - Warrant Clearing Account	Check	1144510	08/20/2026	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	\$100.00
NBAZ - Warrant Clearing Account	Check	1144511	08/20/2026	Accounts Payable	WILLIAMS PLUMBING AND GALLUP PUMPING SERVICE	\$100.00
NBAZ - Warrant Clearing Account	Check	1144512	08/20/2026	Accounts Payable	ANTONIA WOOD	\$111.15
NBAZ - Warrant Clearing Account	Check	1144513	08/20/2026	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	\$62.18
NBAZ - Warrant Clearing Account	Check	1144514	08/20/2026	Accounts Payable	XEROX CORP	\$72.28
NBAZ - Warrant Clearing Account	Check	1144515	08/20/2026	Accounts Payable	YAVAPAI COUNTY GOVERNMENT	\$2100.00
NBAZ - Warrant Clearing Account	Check	1144516	08/20/2026	Accounts Payable	ZION ENTERPRISES LLC	\$1000.00
NBAZ - Warrant Clearing Account	Check	1144517	08/20/2026	Accounts Payable	DOUGLAS LANCE PEARCE	\$1050.00
NBAZ - Warrant Clearing Account	Check	1144518	08/20/2026	Accounts Payable	PRESTON MAURICE RABAN	\$39.75

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1144212	08/11/2026	Accounts Payable	SAFELITE AUTO GLASS	\$292.78
NBAZ - Warrant Clearing Account	Check	1144213	08/11/2026	Accounts Payable	ELOUISE WHITE	\$260.00
NBAZ - Warrant Clearing Account	Check	1144214	08/11/2026	Accounts Payable	ALTON JOE SHEPHERD	\$840.60
NBAZ - Warrant Clearing Account	Check	1144234	08/11/2026	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE (AFLAC)	\$106.63
NBAZ - Warrant Clearing Account	Check	1144235	08/11/2026	Accounts Payable	APACHE COUNTY FSA	\$1709.17
NBAZ - Warrant Clearing Account	Check	1144236	08/11/2026	Accounts Payable	APACHE COUNTY HSA	\$7984.98
NBAZ - Warrant Clearing Account	Check	1144237	08/11/2026	Accounts Payable	APACHE COUNTY MEDICAL	\$227270.26
NBAZ - Warrant Clearing Account	Check	1144238	08/11/2026	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	\$199082.08
NBAZ - Warrant Clearing Account	Check	1144239	08/11/2026	Accounts Payable	ASRS LEGACY EORP	\$11956.12
NBAZ - Warrant Clearing Account	Check	1144240	08/11/2026	Accounts Payable	AZ STATE RETIREMENT SYSTEM	\$137555.34
NBAZ - Warrant Clearing Account	Check	1144241	08/11/2026	Accounts Payable	CINCINNATI LIFE INS CO	\$10.00
NBAZ - Warrant Clearing Account	Check	1144242	08/11/2026	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	\$1015.56
NBAZ - Warrant Clearing Account	Check	1144243	08/11/2026	Accounts Payable	CORP AOC DISABILITY	\$48.12
NBAZ - Warrant Clearing Account	Check	1144244	08/11/2026	Accounts Payable	CORP DISABILITY	\$194.08
NBAZ - Warrant Clearing Account	Check	1144245	08/11/2026	Accounts Payable	CORRECTIONS OFFICER RET PLAN	\$14776.63
NBAZ - Warrant Clearing Account	Check	1144246	08/11/2026	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	\$529.27
NBAZ - Warrant Clearing Account	Check	1144247	08/11/2026	Accounts Payable	EODCRS DISABILITY	\$29.30
NBAZ - Warrant Clearing Account	Check	1144248	08/11/2026	Accounts Payable	EORP LEGACY	\$5607.70
NBAZ - Warrant Clearing Account	Check	1144249	08/11/2026	Accounts Payable	NATIONWIDE	\$5103.87
NBAZ - Warrant Clearing Account	Check	1144250	08/11/2026	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	\$1464.69
NBAZ - Warrant Clearing Account	Check	1144251	08/11/2026	Accounts Payable	NATIONWIDE TRUST FSB	\$2715.17
NBAZ - Warrant Clearing Account	Check	1144252	08/11/2026	Accounts Payable	NEW MEXICO HUMAN SERVICES DEPT	\$162.00
NBAZ - Warrant Clearing Account	Check	1144253	08/11/2026	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	\$12106.30
NBAZ - Warrant Clearing Account	Check	1144254	08/11/2026	Accounts Payable	PUBLIC SAFETY SHERIFF RET	\$13153.08
NBAZ - Warrant Clearing Account	Check	1144255	08/11/2026	Accounts Payable	RIO PUERCO ACRES	\$510.00
NBAZ - Warrant Clearing Account	Check	1144256	08/11/2026	Accounts Payable	SECURITY BENEFIT GROUP	\$195.00
NBAZ - Warrant Clearing Account	Check	1144257	08/11/2026	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$1367.91
NBAZ - Warrant Clearing Account	Check	1144258	08/12/2026	Accounts Payable	RUBEN A ARANDA MARIN	\$4.00
NBAZ - Warrant Clearing Account	Check	1144259	08/12/2026	Accounts Payable	GLORIA BOWMAN	\$116.00
NBAZ - Warrant Clearing Account	Check	1144260	08/12/2026	Accounts Payable	SAMUEL TODD GARDNER	\$104.00
NBAZ - Warrant Clearing Account	Check	1144261	08/12/2026	Accounts Payable	DIMITRI J HERRERA	\$266.00
NBAZ - Warrant Clearing Account	Check	1144262	08/12/2026	Accounts Payable	DALLAS TYLER HOLLAND	\$32.00
NBAZ - Warrant Clearing Account	Check	1144263	08/12/2026	Accounts Payable	MIKAILAH AUTUMN LEFEVRE	\$63.71
NBAZ - Warrant Clearing Account	Check	1144264	08/12/2026	Accounts Payable	CLAYTON BRENT OVERSON III	\$453.81
NBAZ - Warrant Clearing Account	Check	1144265	08/12/2026	Accounts Payable	DENNIELLE PATTERSON	\$48.04
NBAZ - Warrant Clearing Account	Check	1144266	08/12/2026	Accounts Payable	RYAN N PATTERSON	\$360.00
NBAZ - Warrant Clearing Account	Check	1144267	08/12/2026	Accounts Payable	DOUGLAS LANCE PEARCE	\$23.49
NBAZ - Warrant Clearing Account	Check	1144268	08/12/2026	Accounts Payable	NICHOLAS L SEYLER	\$266.00
NBAZ - Warrant Clearing Account	Check	1144269	08/12/2026	Accounts Payable	RODELL SHAVANAUX	\$72.00
NBAZ - Warrant Clearing Account	Check	1144270	08/12/2026	Accounts Payable	ALTON JOE SHEPHERD	\$90.28
NBAZ - Warrant Clearing Account	Check	1144271	08/12/2026	Accounts Payable	JOE SHIRLEY JR	\$243.81
NBAZ - Warrant Clearing Account	Check	1144272	08/12/2026	Accounts Payable	JESSE THOMAS	\$233.25
NBAZ - Warrant Clearing Account	Check	1144273	08/12/2026	Accounts Payable	WARREN THOMAS	\$65.00
NBAZ - Warrant Clearing Account	Check	1144274	08/12/2026	Accounts Payable	ASIANO M VALLEJOS	\$116.00
NBAZ - Warrant Clearing Account	Check	1144275	08/12/2026	Accounts Payable	GARRET LEE WHITING	\$84.00
NBAZ - Warrant Clearing Account	Check	1144276	08/12/2026	Accounts Payable	JOYCLYNN WHITING	\$913.92
NBAZ - Warrant Clearing Account	Check	1144277	08/12/2026	Accounts Payable	AZ COUNTIES INSURANCE POOL	\$500698.00
NBAZ - Warrant Clearing Account	Check	1144278	08/12/2026	Accounts Payable	RYAN N PATTERSON	\$513.60
NBAZ - Warrant Clearing Account	Check	1144279	08/12/2026	Accounts Payable	JOE SHIRLEY JR	\$590.15
NBAZ - Warrant Clearing Account	Check	1144280	08/13/2026	Accounts Payable	ADVANCED AIR SYSTEMS LLC	\$832.00
NBAZ - Warrant Clearing Account	Check	1144281	08/13/2026	Accounts Payable	ALL COPY PRODUCTS	\$622.72
NBAZ - Warrant Clearing Account	Check	1144282	08/13/2026	Accounts Payable	ALLEGRA	\$2449.36
NBAZ - Warrant Clearing Account	Check	1144283	08/13/2026	Accounts Payable	ALPINE WATER AND SANITARY	\$99.87
NBAZ - Warrant Clearing Account	Check	1144284	08/13/2026	Accounts Payable	ALSCO INC	\$124.38
NBAZ - Warrant Clearing Account	Check	1144285	08/13/2026	Accounts Payable	AMAZON CAPITAL SERVICES INC	\$11216.57
NBAZ - Warrant Clearing Account	Check	1144286	08/13/2026	Accounts Payable	AMIGO CHEVROLET	\$151.05
NBAZ - Warrant Clearing Account	Check	1144287	08/13/2026	Accounts Payable	APACHE COUNTY	\$147.17
NBAZ - Warrant Clearing Account	Check	1144288	08/13/2026	Accounts Payable	APIC SOLUTIONS LLC	\$9819.00
NBAZ - Warrant Clearing Account	Check	1144289	08/13/2026	Accounts Payable	AVIX ACCOUNTING	\$551.25
NBAZ - Warrant Clearing Account	Check	1144290	08/13/2026	Accounts Payable	AZ DEPT OF RISK MANAGEMENT	\$441.82
NBAZ - Warrant Clearing Account	Check	1144291	08/13/2026	Accounts Payable	BACKWOODS TEES	\$729.51
NBAZ - Warrant Clearing Account	Check	1144292	08/13/2026	Accounts Payable	BAUMAN HOME AND AUTO INC	\$491.13
NBAZ - Warrant Clearing Account	Check	1144293	08/13/2026	Accounts Payable	BEACON FIRE AND SECURITY LLC	\$389.00
NBAZ - Warrant Clearing Account	Check	1144294	08/13/2026	Accounts Payable	SARAH MAE BEGAY	\$490.00
NBAZ - Warrant Clearing Account	Check	1144295	08/13/2026	Accounts Payable	BLUE HILLS ENVIRONMENTAL	\$1344.55
NBAZ - Warrant Clearing Account	Check	1144296	08/13/2026	Accounts Payable	BLUE KNIGHT SECURITY LLC	\$4925.00
NBAZ - Warrant Clearing Account	Check	1144297	08/13/2026	Accounts Payable	MICHAEL T BRAGIEL	\$67.72
NBAZ - Warrant Clearing Account	Check	1144298	08/13/2026	Accounts Payable	BURNHAM - IFP LLC	\$600.00
NBAZ - Warrant Clearing Account	Check	1144299	08/13/2026	Accounts Payable	HEATHER BUSHMAN	\$10.45

NBAZ - Warrant Clearing Account	Check	1144300	08/13/2026	Accounts Payable	CDW GOVERNMENT LLC	\$1600.60
NBAZ - Warrant Clearing Account	Check	1144301	08/13/2026	Accounts Payable	CHARM-TEX	\$4995.00
NBAZ - Warrant Clearing Account	Check	1144302	08/13/2026	Accounts Payable	CHILDHELP INC	\$350.00
NBAZ - Warrant Clearing Account	Check	1144303	08/13/2026	Accounts Payable	CHOICE BROADBAND	\$5220.20
NBAZ - Warrant Clearing Account	Check	1144304	08/13/2026	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	\$864.00
NBAZ - Warrant Clearing Account	Check	1144305	08/13/2026	Accounts Payable	COUNTRY COMFORT HOLDINGS LLC	\$850.80
NBAZ - Warrant Clearing Account	Check	1144306	08/13/2026	Accounts Payable	JAMIE CURLEY	\$3079.76
NBAZ - Warrant Clearing Account	Check	1144307	08/13/2026	Accounts Payable	DATA CENTER WAREHOUSE LLC	\$5116.79
NBAZ - Warrant Clearing Account	Check	1144308	08/13/2026	Accounts Payable	DAY CUSTOMS AUTOMOTIVE	\$134.35
NBAZ - Warrant Clearing Account	Check	1144309	08/13/2026	Accounts Payable	DELTA TIRE LLC	\$254.59
NBAZ - Warrant Clearing Account	Check	1144310	08/13/2026	Accounts Payable	DIAMOND C FEEDS	\$689.45
NBAZ - Warrant Clearing Account	Check	1144311	08/13/2026	Accounts Payable	CAREY D DOBSON	\$60.66
NBAZ - Warrant Clearing Account	Check	1144312	08/13/2026	Accounts Payable	PJ E EDWARDS-RAY	\$175.00
NBAZ - Warrant Clearing Account	Check	1144313	08/13/2026	Accounts Payable	ELECTION SYSTEMS AND SOFTWARE	\$6250.00
NBAZ - Warrant Clearing Account	Check	1144314	08/13/2026	Accounts Payable	EMPIRE MACHINERY	\$1470.70
NBAZ - Warrant Clearing Account	Check	1144315	08/13/2026	Accounts Payable	EMPIRE POWER SYSTEMS AND EMPIRE SOUTHWEST LLC	\$391.00
NBAZ - Warrant Clearing Account	Check	1144316	08/13/2026	Accounts Payable	EASTON EUBANKS	\$49.52
NBAZ - Warrant Clearing Account	Check	1144317	08/13/2026	Accounts Payable	REED EUBANKS	\$49.50
NBAZ - Warrant Clearing Account	Check	1144318	08/13/2026	Accounts Payable	EW PARKER ENTERPRISES LLC	\$1122.20
NBAZ - Warrant Clearing Account	Check	1144319	08/13/2026	Accounts Payable	ROBERT L FITE	\$84.82
NBAZ - Warrant Clearing Account	Check	1144320	08/13/2026	Accounts Payable	FLEET PRIDE	\$1246.96
NBAZ - Warrant Clearing Account	Check	1144321	08/13/2026	Accounts Payable	FRONTIER	\$129.60
NBAZ - Warrant Clearing Account	Check	1144322	08/13/2026	Accounts Payable	FUTURE TIRE	\$3725.50
NBAZ - Warrant Clearing Account	Check	1144323	08/13/2026	Accounts Payable	GALLUP WATER WORKS	\$129.50
NBAZ - Warrant Clearing Account	Check	1144324	08/13/2026	Accounts Payable	GILA BROADBAND	\$740.00
NBAZ - Warrant Clearing Account	Check	1144325	08/13/2026	Accounts Payable	GILA COUNTY	\$10991.47
NBAZ - Warrant Clearing Account	Check	1144326	08/13/2026	Accounts Payable	GRAINGER	\$728.71
NBAZ - Warrant Clearing Account	Check	1144327	08/13/2026	Accounts Payable	GWORCS	\$5731.00
NBAZ - Warrant Clearing Account	Check	1144328	08/13/2026	Accounts Payable	HILL AZ GROCERY STORE/ ST JOHNS MARKET	\$164.85
NBAZ - Warrant Clearing Account	Check	1144329	08/13/2026	Accounts Payable	HILLYARD/FLAGSTAFF	\$1014.67
NBAZ - Warrant Clearing Account	Check	1144330	08/13/2026	Accounts Payable	INGRAM BOOK COMPANY	\$1089.07
NBAZ - Warrant Clearing Account	Check	1144331	08/13/2026	Accounts Payable	DENNISE L JONES	\$605.00
NBAZ - Warrant Clearing Account	Check	1144332	08/13/2026	Accounts Payable	KUHLMAN PSYCHOLOGY & CONSULTING PLLC	\$1750.00
NBAZ - Warrant Clearing Account	Check	1144333	08/13/2026	Accounts Payable	LANGUAGE LINE SERVICES INC	\$47.37
NBAZ - Warrant Clearing Account	Check	1144334	08/13/2026	Accounts Payable	LAWSON PRODUCTS INC	\$585.23
NBAZ - Warrant Clearing Account	Check	1144335	08/13/2026	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	\$1539.53
NBAZ - Warrant Clearing Account	Check	1144336	08/13/2026	Accounts Payable	LINDE GAS & EQUIPMENT INC (FORMERLY PRAXAIR)	\$489.18
NBAZ - Warrant Clearing Account	Check	1144337	08/13/2026	Accounts Payable	LOWES #24	\$42.74
NBAZ - Warrant Clearing Account	Check	1144338	08/13/2026	Accounts Payable	STEVEN AVERY MARBLE	\$30.00
NBAZ - Warrant Clearing Account	Check	1144339	08/13/2026	Accounts Payable	CANNON MAXWELL MAYER	\$504.00
NBAZ - Warrant Clearing Account	Check	1144340	08/13/2026	Accounts Payable	CHRIS MCCARTHY	\$1050.00
NBAZ - Warrant Clearing Account	Check	1144341	08/13/2026	Accounts Payable	MCKESSON MEDICAL SURGICAL	\$91.31
NBAZ - Warrant Clearing Account	Check	1144342	08/13/2026	Accounts Payable	NAPA	\$698.98
NBAZ - Warrant Clearing Account	Check	1144343	08/13/2026	Accounts Payable	NAVAJO COUNTY	\$180.00
NBAZ - Warrant Clearing Account	Check	1144344	08/13/2026	Accounts Payable	NAVAJO SANITATION INC	\$535.30
NBAZ - Warrant Clearing Account	Check	1144345	08/13/2026	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	\$399.41
NBAZ - Warrant Clearing Account	Check	1144346	08/13/2026	Accounts Payable	NAVAJO WESTERNERS	\$290.83
NBAZ - Warrant Clearing Account	Check	1144347	08/13/2026	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	\$10852.32
NBAZ - Warrant Clearing Account	Check	1144348	08/13/2026	Accounts Payable	O'REILLY AUTO PARTS	\$620.85
NBAZ - Warrant Clearing Account	Check	1144349	08/13/2026	Accounts Payable	OVERDRIVE INC	\$1471.91
NBAZ - Warrant Clearing Account	Check	1144350	08/13/2026	Accounts Payable	PERFECT PRINTZ LLC	\$279.91
NBAZ - Warrant Clearing Account	Check	1144351	08/13/2026	Accounts Payable	PHIL STRATTON ELECTRIC IN	\$515.00
NBAZ - Warrant Clearing Account	Check	1144352	08/13/2026	Accounts Payable	POLARIS PHARMACY SERVICES OF WARRINGTON LLC	\$6296.87
NBAZ - Warrant Clearing Account	Check	1144353	08/13/2026	Accounts Payable	ROBERT CRAIG POLLOCK	\$65.84
NBAZ - Warrant Clearing Account	Check	1144354	08/13/2026	Accounts Payable	PRAGMATICA LLC	\$3849.10
NBAZ - Warrant Clearing Account	Check	1144355	08/13/2026	Accounts Payable	PRIMO BRANDS	\$474.82
NBAZ - Warrant Clearing Account	Check	1144356	08/13/2026	Accounts Payable	QUILL CORP	\$886.73
NBAZ - Warrant Clearing Account	Check	1144357	08/13/2026	Accounts Payable	R JOHN R JOHN LEE ATTORNEY AT LAW	\$10500.00
NBAZ - Warrant Clearing Account	Check	1144358	08/13/2026	Accounts Payable	RIGG LAW FIRM PLLC	\$731.00
NBAZ - Warrant Clearing Account	Check	1144359	08/13/2026	Accounts Payable	RIM COUNTRY MECHANICAL	\$1113.00
NBAZ - Warrant Clearing Account	Check	1144360	08/13/2026	Accounts Payable	ROBERTS TIRE SALES INC	\$1859.23
NBAZ - Warrant Clearing Account	Check	1144361	08/13/2026	Accounts Payable	JODI H ROTHLSBERGER	\$360.00
NBAZ - Warrant Clearing Account	Check	1144362	08/13/2026	Accounts Payable	SANDERS UNIFIED SCHOOL DISTRICT	\$350.00
NBAZ - Warrant Clearing Account	Check	1144363	08/13/2026	Accounts Payable	SANOPI PASTEUR INC	\$501.13
NBAZ - Warrant Clearing Account	Check	1144364	08/13/2026	Accounts Payable	SECURUS TECHNOLOGIES INC	\$1346.91
NBAZ - Warrant Clearing Account	Check	1144365	08/13/2026	Accounts Payable	SENTRY WELDING SUPPLY LLC	\$159.64
NBAZ - Warrant Clearing Account	Check	1144366	08/13/2026	Accounts Payable	SHOW LOW FORD INC	\$700.17
NBAZ - Warrant Clearing Account	Check	1144367	08/13/2026	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	\$5572.41
NBAZ - Warrant Clearing Account	Check	1144368	08/13/2026	Accounts Payable	JAQULYNN BROOKE SOLIS	\$30.00
NBAZ - Warrant Clearing Account	Check	1144369	08/13/2026	Accounts Payable	ST JOHNS CITY	\$833.07

NBAZ - Warrant Clearing Account	Check	1144370	08/13/2026	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	\$1060.31
NBAZ - Warrant Clearing Account	Check	1144371	08/13/2026	Accounts Payable	SUN RIDGE SYSTEMS, INC	\$56384.00
NBAZ - Warrant Clearing Account	Check	1144372	08/13/2026	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	\$115.93
NBAZ - Warrant Clearing Account	Check	1144373	08/13/2026	Accounts Payable	TAFT STETTINIUS & HOLLISTER LLP	\$127.50
NBAZ - Warrant Clearing Account	Check	1144374	08/13/2026	Accounts Payable	TESAB PARTS CENTER INC	\$2192.57
NBAZ - Warrant Clearing Account	Check	1144375	08/13/2026	Accounts Payable	THE ZICKERMAN LAW OFFICE PLLC	\$416.00
NBAZ - Warrant Clearing Account	Check	1144376	08/13/2026	Accounts Payable	THOMSON REUTERS WEST	\$3922.58
NBAZ - Warrant Clearing Account	Check	1144377	08/13/2026	Accounts Payable	TOWN OF EAGAR	\$690.05
NBAZ - Warrant Clearing Account	Check	1144378	08/13/2026	Accounts Payable	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	\$165.83
NBAZ - Warrant Clearing Account	Check	1144379	08/13/2026	Accounts Payable	TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY	\$435.96
NBAZ - Warrant Clearing Account	Check	1144380	08/13/2026	Accounts Payable	UNIFIRST CORPORATION	\$90.05
NBAZ - Warrant Clearing Account	Check	1144381	08/13/2026	Accounts Payable	US POSTMASTER	\$172.00
NBAZ - Warrant Clearing Account	Check	1144382	08/13/2026	Accounts Payable	VALLEY IMAGING SOLUTIONS	\$5.87
NBAZ - Warrant Clearing Account	Check	1144383	08/13/2026	Accounts Payable	WASTE MANAGEMENT OF AZ	\$65.86
NBAZ - Warrant Clearing Account	Check	1144384	08/13/2026	Accounts Payable	LINZI LYNN WHITAKER	\$120.00
NBAZ - Warrant Clearing Account	Check	1144385	08/13/2026	Accounts Payable	WHITE MOUNTAIN PUBLISHING LLC	\$69.52
NBAZ - Warrant Clearing Account	Check	1144386	08/13/2026	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	\$525.00
NBAZ - Warrant Clearing Account	Check	1144387	08/13/2026	Accounts Payable	WILLIAMS PLUMBING AND GALLUP PUMPING SERVICE	\$150.00
NBAZ - Warrant Clearing Account	Check	1144388	08/13/2026	Accounts Payable	ANTONIA WOOD	\$121.15
NBAZ - Warrant Clearing Account	Check	1144389	08/13/2026	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	\$125.33
NBAZ - Warrant Clearing Account	Check	1144390	08/13/2026	Accounts Payable	WRIGHT EXPRESS FSC WEX	\$3597.48
NBAZ - Warrant Clearing Account	Check	1144391	08/19/2026	Accounts Payable	ANNETTE CASTILLO	\$276.96
NBAZ - Warrant Clearing Account	Check	1144392	08/19/2026	Accounts Payable	ROXANNE M GILLESPIE	\$52.00
NBAZ - Warrant Clearing Account	Check	1144393	08/19/2026	Accounts Payable	BARBARA J GOMEZ	\$363.28
NBAZ - Warrant Clearing Account	Check	1144394	08/19/2026	Accounts Payable	ADA C GUINN	\$420.00
NBAZ - Warrant Clearing Account	Check	1144395	08/19/2026	Accounts Payable	RICHARD C GUINN	\$1721.80
NBAZ - Warrant Clearing Account	Check	1144396	08/19/2026	Accounts Payable	PAUL HANCOCK	\$420.12
NBAZ - Warrant Clearing Account	Check	1144397	08/19/2026	Accounts Payable	DIMITRI J HERRERA	\$52.00
NBAZ - Warrant Clearing Account	Check	1144398	08/19/2026	Accounts Payable	MEGAN L HILL	\$44.71
NBAZ - Warrant Clearing Account	Check	1144399	08/19/2026	Accounts Payable	ANTONIO KINLICHEE	\$77.55
NBAZ - Warrant Clearing Account	Check	1144400	08/19/2026	Accounts Payable	JAMES LAIR	\$52.00
NBAZ - Warrant Clearing Account	Check	1144401	08/19/2026	Accounts Payable	KEIRSTEN NIELSEN	\$47.42
NBAZ - Warrant Clearing Account	Check	1144402	08/19/2026	Accounts Payable	LARRY NOBLE	\$140.00
NBAZ - Warrant Clearing Account	Check	1144403	08/19/2026	Accounts Payable	RYAN N PATTERSON	\$145.16
NBAZ - Warrant Clearing Account	Check	1144404	08/19/2026	Accounts Payable	CHERYL STRADLING	\$707.23
NBAZ - Warrant Clearing Account	Check	1144405	08/19/2026	Accounts Payable	JARROD ARVISO TOADECHEENIE	\$178.00
NBAZ - Warrant Clearing Account	Check	1144406	08/19/2026	Accounts Payable	CRAIG TSOSIE	\$381.70
NBAZ - Warrant Clearing Account	Check	1144407	08/19/2026	Accounts Payable	BRECHELLE HOPE WINTERS	\$90.00
NBAZ - Warrant Clearing Account	Check	1144408	08/19/2026	Accounts Payable	DEVIN WOOD	\$64.64
NBAZ - Warrant Clearing Account	Check	1144409	08/19/2026	Accounts Payable	DIANA M MORGAN	\$312.36
NBAZ - Warrant Clearing Account	Check	1144410	08/19/2026	Accounts Payable	HILL AZ GROCERY STORE/ ST JOHNS MARKET	\$153.26
NBAZ - Warrant Clearing Account	Check	1144411	08/19/2026	Accounts Payable	LUCINDA L ATTAKAI	\$246.24
NBAZ - Warrant Clearing Account	Check	1144412	08/19/2026	Accounts Payable	ALTON JOE SHEPHERD	\$1061.28
NBAZ - Warrant Clearing Account	Check	1144413	08/19/2026	Accounts Payable	APIC SOLUTIONS LLC	\$9819.00
NBAZ - Warrant Clearing Account	Check	1144414	08/20/2026	Accounts Payable	ADHS AZ HEALTH CARE COST	\$22400.00
NBAZ - Warrant Clearing Account	Check	1144415	08/20/2026	Accounts Payable	ALLEGRA	\$130.03
NBAZ - Warrant Clearing Account	Check	1144416	08/20/2026	Accounts Payable	ALPINE WATER AND SANITARY	\$80.64
NBAZ - Warrant Clearing Account	Check	1144417	08/20/2026	Accounts Payable	AMAZON CAPITAL SERVICES INC	\$15512.80
NBAZ - Warrant Clearing Account	Check	1144418	08/20/2026	Accounts Payable	APACHE COUNTY	\$272.36
NBAZ - Warrant Clearing Account	Check	1144419	08/20/2026	Accounts Payable	APACHE COUNTY FAIR	\$300.00
NBAZ - Warrant Clearing Account	Check	1144420	08/20/2026	Accounts Payable	APACHE COUNTY FAIR	\$25000.00
NBAZ - Warrant Clearing Account	Check	1144421	08/20/2026	Accounts Payable	APACHE COUNTY SHERIFF'S POSSE	\$1875.00
NBAZ - Warrant Clearing Account	Check	1144422	08/20/2026	Accounts Payable	ASHTONS REPAIR INC	\$162.47
NBAZ - Warrant Clearing Account	Check	1144423	08/20/2026	Accounts Payable	AZ ASSOCIATION OF SUPERIOR COURT ADMINISTRATORS	\$175.00
NBAZ - Warrant Clearing Account	Check	1144424	08/20/2026	Accounts Payable	AZ COUNTIES INSURANCE POOL	\$14847.23
NBAZ - Warrant Clearing Account	Check	1144425	08/20/2026	Accounts Payable	AZ DEPT OF ECONOMIC SECURITY	\$200.00
NBAZ - Warrant Clearing Account	Check	1144426	08/20/2026	Accounts Payable	AZ DEPT OF HEALTH SERVICES	\$1320.00
NBAZ - Warrant Clearing Account	Check	1144427	08/20/2026	Accounts Payable	AZLGEBT	\$451270.19
NBAZ - Warrant Clearing Account	Check	1144428	08/20/2026	Accounts Payable	BASIN BROADCASTING COMPANY INC - KNDN RADIO	\$825.00
NBAZ - Warrant Clearing Account	Check	1144429	08/20/2026	Accounts Payable	BAUMAN HOME AND AUTO INC	\$573.44
NBAZ - Warrant Clearing Account	Check	1144430	08/20/2026	Accounts Payable	BI INC	\$588.71
NBAZ - Warrant Clearing Account	Check	1144431	08/20/2026	Accounts Payable	BLUE HILLS ENVIRONMENTAL	\$68243.03
NBAZ - Warrant Clearing Account	Check	1144432	08/20/2026	Accounts Payable	BULWARK EXTERMINATING LLC	\$308.00
NBAZ - Warrant Clearing Account	Check	1144433	08/20/2026	Accounts Payable	BURNHAM - IFP LLC	\$2626.20
NBAZ - Warrant Clearing Account	Check	1144434	08/20/2026	Accounts Payable	C&I SHOW HARDWARE & SECURITY SYSTEMS INC	\$57.73
NBAZ - Warrant Clearing Account	Check	1144435	08/20/2026	Accounts Payable	CENTER FOR DISEASE DETECTION LLC	\$167.20
NBAZ - Warrant Clearing Account	Check	1144436	08/20/2026	Accounts Payable	CENTRAL ARIZONA SUPPLY	\$315.17
NBAZ - Warrant Clearing Account	Check	1144437	08/20/2026	Accounts Payable	CHARM-TEX	\$494.50
NBAZ - Warrant Clearing Account	Check	1144438	08/20/2026	Accounts Payable	John Lucas COMMUNITY BROADBAND ADVOCATES LLC	\$1612.50
NBAZ - Warrant Clearing Account	Check	1144439	08/20/2026	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	\$586.28

NBAZ - Warrant Clearing Account	Check	1144440	08/20/2026	Accounts Payable	CRAFCO INC	\$2777.51
NBAZ - Warrant Clearing Account	Check	1144441	08/20/2026	Accounts Payable	CREATIVE MULTIMEDIA INC (CMI)	\$8120.00
NBAZ - Warrant Clearing Account	Check	1144442	08/20/2026	Accounts Payable	DAY CUSTOMS AUTOMOTIVE	\$37.44
NBAZ - Warrant Clearing Account	Check	1144443	08/20/2026	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	\$242.18
NBAZ - Warrant Clearing Account	Check	1144444	08/20/2026	Accounts Payable	DELTA TIRE LLC	\$90.74
NBAZ - Warrant Clearing Account	Check	1144445	08/20/2026	Accounts Payable	CAREY D DOBSON	\$60.66
NBAZ - Warrant Clearing Account	Check	1144446	08/20/2026	Accounts Payable	MELISSA DOUGLAS	\$570.00
NBAZ - Warrant Clearing Account	Check	1144447	08/20/2026	Accounts Payable	PJ E EDWARDS-RAY	\$200.00
NBAZ - Warrant Clearing Account	Check	1144448	08/20/2026	Accounts Payable	EMPIRE MACHINERY	\$3449.98
NBAZ - Warrant Clearing Account	Check	1144449	08/20/2026	Accounts Payable	EPIC MOTORSPORTS CORP	\$4158.97
NBAZ - Warrant Clearing Account	Check	1144450	08/20/2026	Accounts Payable	FERRELLGAS	\$55.58
NBAZ - Warrant Clearing Account	Check	1144451	08/20/2026	Accounts Payable	ROBERT L FITE	\$84.82
NBAZ - Warrant Clearing Account	Check	1144452	08/20/2026	Accounts Payable	FLAGSTAFF BUSINESS SOLUTIONS LLC	\$600.00
NBAZ - Warrant Clearing Account	Check	1144453	08/20/2026	Accounts Payable	FLEET PRIDE	\$589.84
NBAZ - Warrant Clearing Account	Check	1144454	08/20/2026	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	\$487.41
NBAZ - Warrant Clearing Account	Check	1144455	08/20/2026	Accounts Payable	FRONTIER	\$82.73
NBAZ - Warrant Clearing Account	Check	1144456	08/20/2026	Accounts Payable	FUTURE TIRE	\$3449.83
NBAZ - Warrant Clearing Account	Check	1144457	08/20/2026	Accounts Payable	GALLS INC	\$235.20
NBAZ - Warrant Clearing Account	Check	1144458	08/20/2026	Accounts Payable	HANCOCK COMPREHENSIVE DENTISTRY	\$1175.00
NBAZ - Warrant Clearing Account	Check	1144459	08/20/2026	Accounts Payable	HEALTH EQUITY INC	\$265.30
NBAZ - Warrant Clearing Account	Check	1144460	08/20/2026	Accounts Payable	HILL AZ GROCERY STORE/ ST JOHNS MARKET	\$27.75
NBAZ - Warrant Clearing Account	Check	1144461	08/20/2026	Accounts Payable	HILLYARD/FLAGSTAFF	\$144.36
NBAZ - Warrant Clearing Account	Check	1144462	08/20/2026	Accounts Payable	HOME DEPOT ACCT 7600	\$1859.17
NBAZ - Warrant Clearing Account	Check	1144463	08/20/2026	Accounts Payable	INGRAM BOOK COMPANY	\$343.03
NBAZ - Warrant Clearing Account	Check	1144464	08/20/2026	Accounts Payable	LEAF CAPITAL FUNDING LLC	\$212.05
NBAZ - Warrant Clearing Account	Check	1144465	08/20/2026	Accounts Payable	LINDE GAS & EQUIPMENT INC (FORMERLY PRAXAIR)	\$29.27
NBAZ - Warrant Clearing Account	Check	1144466	08/20/2026	Accounts Payable	LOWES #24	\$69.06
NBAZ - Warrant Clearing Account	Check	1144467	08/20/2026	Accounts Payable	NAPA	\$2139.23
NBAZ - Warrant Clearing Account	Check	1144468	08/20/2026	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	\$3869.73
NBAZ - Warrant Clearing Account	Check	1144469	08/20/2026	Accounts Payable	NAVAJO WESTERNERS	\$106.56
NBAZ - Warrant Clearing Account	Check	1144470	08/20/2026	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	\$14900.04
NBAZ - Warrant Clearing Account	Check	1144471	08/20/2026	Accounts Payable	JULIE ANN NICHOLSON	\$300.00
NBAZ - Warrant Clearing Account	Check	1144472	08/20/2026	Accounts Payable	NORTH WEST NEW MEXICO REGIONAL SOLID WASTE AUTHORI	\$29.73
NBAZ - Warrant Clearing Account	Check	1144473	08/20/2026	Accounts Payable	O'REILLY AUTO PARTS	\$89.36
NBAZ - Warrant Clearing Account	Check	1144474	08/20/2026	Accounts Payable	OCCUPATIONAL SAFETY SERVICES	\$675.00
NBAZ - Warrant Clearing Account	Check	1144475	08/20/2026	Accounts Payable	OPTIMAL IMAGING SUPPLIES LLC	\$174.24
NBAZ - Warrant Clearing Account	Check	1144476	08/20/2026	Accounts Payable	OVERDRIVE INC	\$1306.70
NBAZ - Warrant Clearing Account	Check	1144477	08/20/2026	Accounts Payable	PERFECT PRINTZ LLC	\$384.66
NBAZ - Warrant Clearing Account	Check	1144478	08/20/2026	Accounts Payable	ROBERT CRAIG POLLOCK	\$65.84
NBAZ - Warrant Clearing Account	Check	1144479	08/20/2026	Accounts Payable	PREMIUM PROPANE LLC	\$112.60
NBAZ - Warrant Clearing Account	Check	1144480	08/20/2026	Accounts Payable	PRIMO BRANDS	\$72.02
NBAZ - Warrant Clearing Account	Check	1144481	08/20/2026	Accounts Payable	PRONTO BIOMEDICAL SOLUTIONS LLC	\$2607.00
NBAZ - Warrant Clearing Account	Check	1144482	08/20/2026	Accounts Payable	PUBLIC SAFETY CANCER INSURANCE	\$1150.00
NBAZ - Warrant Clearing Account	Check	1144483	08/20/2026	Accounts Payable	QUILL CORP	\$690.96
NBAZ - Warrant Clearing Account	Check	1144484	08/20/2026	Accounts Payable	R&S NORTHEAST LLC	\$318.34
NBAZ - Warrant Clearing Account	Check	1144485	08/20/2026	Accounts Payable	REDW LLC	\$5479.00
NBAZ - Warrant Clearing Account	Check	1144486	08/20/2026	Accounts Payable	RHINEHART OIL CO	\$8629.07
NBAZ - Warrant Clearing Account	Check	1144487	08/20/2026	Accounts Payable	RICOH USA INC	\$17.84
NBAZ - Warrant Clearing Account	Check	1144488	08/20/2026	Accounts Payable	SAFEWAY INC	\$167.52
NBAZ - Warrant Clearing Account	Check	1144489	08/20/2026	Accounts Payable	SECURUS TECHNOLOGIES INC	\$1971.51
NBAZ - Warrant Clearing Account	Check	1144490	08/20/2026	Accounts Payable	SIERRA PROPANE	\$242.13
NBAZ - Warrant Clearing Account	Check	1144491	08/20/2026	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	\$258.30
NBAZ - Warrant Clearing Account	Check	1144492	08/20/2026	Accounts Payable	COLLIN GLENN SMITH	\$400.00
NBAZ - Warrant Clearing Account	Check	1144493	08/20/2026	Accounts Payable	SONORA QUEST LABORATORIES	\$1285.94
NBAZ - Warrant Clearing Account	Check	1144494	08/20/2026	Accounts Payable	SOUTHERN TIRE MART LLC	\$4265.04
NBAZ - Warrant Clearing Account	Check	1144495	08/20/2026	Accounts Payable	ST JOHNS CITY	\$7658.36
NBAZ - Warrant Clearing Account	Check	1144496	08/20/2026	Accounts Payable	ST JOHNS UNITED DRUG	\$16.35
NBAZ - Warrant Clearing Account	Check	1144497	08/20/2026	Accounts Payable	KENADEE BELL STALEY	\$137.50
NBAZ - Warrant Clearing Account	Check	1144498	08/20/2026	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	\$510.46
NBAZ - Warrant Clearing Account	Check	1144499	08/20/2026	Accounts Payable	TARTAN OIL LLC (FORMER NAME: SARATOGA)	\$27050.56
NBAZ - Warrant Clearing Account	Check	1144500	08/20/2026	Accounts Payable	THE GUIDANCE CENTER	\$3495.52
NBAZ - Warrant Clearing Account	Check	1144501	08/20/2026	Accounts Payable	TOWN OF EAGAR	\$7676.45
NBAZ - Warrant Clearing Account	Check	1144502	08/20/2026	Accounts Payable	TOWN OF SPRINGERVILLE	\$4604.27
NBAZ - Warrant Clearing Account	Check	1144503	08/20/2026	Accounts Payable	TRILOGY MEDWASTE WEST LLC	\$44.95
NBAZ - Warrant Clearing Account	Check	1144504	08/20/2026	Accounts Payable	TRIPLE R FUELS	\$4.00
NBAZ - Warrant Clearing Account	Check	1144505	08/20/2026	Accounts Payable	VERIZON WIRELESS	\$1329.75
NBAZ - Warrant Clearing Account	Check	1144506	08/20/2026	Accounts Payable	WAGNER EQUIPMENT CO	\$938.56
NBAZ - Warrant Clearing Account	Check	1144507	08/20/2026	Accounts Payable	WASAU TILE LLC	\$5470.99
NBAZ - Warrant Clearing Account	Check	1144508	08/20/2026	Accounts Payable	WESTERN DRUG COMPANY	\$10.00
NBAZ - Warrant Clearing Account	Check	1144509	08/20/2026	Accounts Payable	WHITE MOUNTAIN PUBLISHING LLC	\$616.99

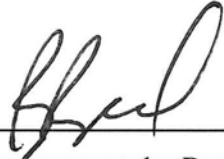
NBAZ - Warrant Clearing Account	Check	1144510	08/20/2026	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	\$100.00
NBAZ - Warrant Clearing Account	Check	1144511	08/20/2026	Accounts Payable	WILLIAMS PLUMBING AND GALLUP PUMPING SERVICE	\$100.00
NBAZ - Warrant Clearing Account	Check	1144512	08/20/2026	Accounts Payable	ANTONIA WOOD	\$111.15
NBAZ - Warrant Clearing Account	Check	1144513	08/20/2026	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	\$62.18
NBAZ - Warrant Clearing Account	Check	1144514	08/20/2026	Accounts Payable	XEROX CORP	\$72.28
NBAZ - Warrant Clearing Account	Check	1144515	08/20/2026	Accounts Payable	YAVAPAI COUNTY GOVERNMENT	\$2100.00
NBAZ - Warrant Clearing Account	Check	1144516	08/20/2026	Accounts Payable	ZION ENTERPRISES LLC	\$1000.00
NBAZ - Warrant Clearing Account	Check	1144517	08/20/2026	Accounts Payable	DOUGLAS LANCE PEARCE	\$1050.00
NBAZ - Warrant Clearing Account	Check	1144518	08/20/2026	Accounts Payable	PRESTON MAURICE RABAN	\$39.75

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Date/Signature: County Manager

8/24/24 

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

Request approval of minutes dated August 17, 2026.

BOS Meeting Date 9.1.26

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS' MEETING

August 17, 2026
St. Johns, Arizona

Present were Vice Chairman Joe Shirley, Jr. and Supervisor Nelson Davis. Also present was Ryan Patterson, Clerk of the Board/Manager, County Attorney Jasmine Blackwater-Nygren and Chief Deputy County Attorney Chris Resare. Chairman Alton Joe Shepherd participated via the telephone.

Chairman Shepherd asked Vice Chairman Shirley to chair the meeting. Mr. Shirley called to order the Board of Supervisors meeting 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.

Matt Fish the invocation.

Rita Vaughan led the Pledge of Allegiance.

Vice Chairman Shirley called for the Health District agenda items.

Kim Cole. Health Director requested approval of Contract No. CTR082414, Healthy People Healthy Communities, effective July 1, 2026, through June 30, 2031. TMs. Cole stated the Health District will participate in the following portions of this agreement; Tobacco Prevention and Cessation Program in the amount of \$272,047 and Health in Arizona Policy Initiative (HAPI) for \$53,469 and these amounts are budgeted for FY27. **Mr. Davis moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Kim Cole. Health Director requested approval to hire a Public Health Nurse (Range 56) within the salary range and this has been budgeted for in FY27. **Mr. Davis moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Kim Cole. Health Director requested approval of the Data Sharing Agreement DSA2024-034 Amendment #1 between the Arizona Department of Health Services and Apache County Public Health Services District effective upon the signature of both parties and continue for a period of five (5) years. **Mr. Davis moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Kim Cole. Health Director requested approval of Intergovernmental Agreement CTR067942, Amendment No. 4 Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and Breastfeeding Peer Counseling Program (BFPC) for the State of Arizona in the amount of \$175,974 and was budgeted for in FY27. **Mr. Davis moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

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

Vice Chairman Shepherd called for the Library District item.

Kiersten Nielsen, Library Director, requested approval to enter into a one-year agreement with Copperfasten Technologies Limited in the amount of \$6,378 for cloud services in the form of web filtering using the Cybersentriq Service and the amount has been budgeted for in FY27. **Mr. Davis moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

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

Vice Chairman Shirley called for the regular agenda items.

Matt Fish, Community Development Director, presented the item following a public hearing, discussion, consideration, and possible adoption of an amendment to the Apache County Zoning Ordinance repealing Article 24, Short-Term Rentals, in its entirety and reserving Article 24 for future use. Mr. Fish stated the Planning and Zoning Commission recommended approval on June 3, 2026. **Mr. Davis moved to open the public hearing, seconded by Mr. Shepherd.** Vote was unanimous., There was no one wanting to address the Board during the public hearing. **Mr. Davis moved to close the public Hearing, seconded by Mr. Shepherd.** Vote was unanimous. Mr. Patterson stated this was placed before the Board for the amendment to Article 24 due to areas of the ordinance that did not comply with state statute, and this would correct that issue. **Mr. Davis moved approval of the amendment, seconded by Mr. Shepherd.** Vote was unanimous.

Matt Fish, Community Development Director, following a public hearing, discussion, consideration, and possible amendments to Article 6 of the Greer Zoning Ordinance and the Planning and Zoning Commission unanimously recommended no changes to Article 6, on June 3, 2026. **Mr. Davis moved to open the public hearing, seconded by Mr. Shepherd.** Vote was unanimous.

Fred Fiastro, a resident of Greer, Arizona and on behalf of the Greer Coalition, stated that the collective property owners of Greer, signed petitions requesting an amendment to Article 6 of the Greer Zoning Ordinance to clarify the limits on high density residential condo developments. Mr. Fiastro spoke on the land use and the character of Greer.

Richard Mosher, a resident of Greer, Arizona provided an overview of Article 6 and stated he was part of the process and at no time free standing wide-spread condo development was envisioned in any zoning category in Greer and the focus was to prevent that kind of destructive development. Mr. Mosher stated the loophole that exists in the language of Article 6 needs to be removed and an amendment to Article 6 will do that. Mr. Mosher requested the Board reject the Planning and Zoning commission's recommendation and allow modification to Article 6.

Karen Steinbronn, a property owner in Greer, stated she supports amending Article 6 use table, footnote #2 to allow only be used regarding resort hotel/motel facility; that was what was envisioned by the planners of Article 6. Mrs. Steinbronn stated the framers of Article 6 did not intend the zone to be used for free standing condominiums and amendment would simply

clarify the purpose and is opposed to the condominium project in Greer.

Kathy Smith, a property owner in Greer, Arizona requested an amendment to Article 6 that will clarify what was intended and requested Board support an amendment.

Stewart Smith, a property owner in Greer, Arizona stated he is fearful of how the free-standing condominiums will affect Greer. Mr. Smith stated over 200 people signed a petition and wrote letter opposing the condo project, yet the project was allowed to continue. Mr. Smith requested the Board aa amend Article 6.

Gene Hechler, a property owner in Greer, stated he is concerned with the condo development since it is not consistent with the character of the community of Greer and asked the Board consider the requested amendment to Article 6.

Marcus Clarke, a property owner in Greer, Arizona stated he is concerned with wildfire in the Greer area and being only one road, Highway 373 that goes in and out of Greer which is lined with wooded areas. Mr. Clarke stated high density housing will put the community in danger and requested the Board to temporarily prohibit any form of high-density development in Greer and place a moratorium on the project.

Gay Thrower, a property owner in Greer, Arizona stated she lost her cabin to fire last year and are rebuilding and are concerned with fire danger in the Greer area and requested the Board amend Article 6 to clarify and define the intent of the zoning for high density development. Mrs. Thrower requested the Board confirm their commitment to the community it serves and responsible development that aligns with Greer's character and values.

Ther was no one else wanting to address the Board during the public hearing.

Mr. Davis moved to close the public hearing, seconded by Mr. Shepherd. Vote was unanimous.

Mr. Davis stated over the past year he has had a chance to review Article 6 and has held conversations with the residents of Greer revisiting this issue and he determined there was a discrepancy. Mr. Davis stated he believes the intent of the ordinance was only to permit condominiums in Greer when they were associated with a resort and the codes of Article 6, item 1. says: provide for the development and operation of Resorts, Lodges, Hotels, Motels, and Bed and Breakfasts containing guest accommodations for the short-term visitor and amenities. Mr. Davis stated on page 9 of Article 6 under footnote 2 facilities located in Greer commercial resort zones must be operated in conjunction with resort lodge hotel/motel or facilities, but the use table under Condominiums, Timeshares and Fractionals it says permitted. Mr. Davis stated he believes the committee who worked on Article 6 left off the 2 that should be on there; the footnote indicated the facilities located in Greer Commercial Zones must be in conjunction with the resort. **Mr. Davis made the motion to deny the recommendation of the Planning and Zoning Commission and move to change Article 6 Greer Commercial Resort zoning by adding footnote 2 to the use table under Condominiums, Timeshares and Fractionals to now read P2, seconded by Mr. Shepherd.** Vote was unanimous. Mr. Fish stated he will make the

changes.

Clayton Overson, Assistant Finance Director requested approval of the 2026-2027 Tax Levy for all County jurisdictions. **Mr. Davis moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Mr. Patterson presented the Consent Agenda items A-K and recommended approval. **Mr. Shepherd moved approval, seconded by Mr. Davis.** County Manager/Clerk of the Board: A. Finance Department: Request approval of demands as distributed to the Apache County Board of Supervisors between June 16, 2026, through August 10, 2026. Payee Amount APACHE COUNTY HSA \$7988.20 APACHE COUNTY MEDICAL \$230006.06 APACHE COUNTY TAX WITHHOLDING \$186827.32 ASRS LEGACY EORP \$12005.21 AZ STATE RETIREMENT SYSTEM \$136651.64 COLONIAL LIFE AND ACCIDENT INS \$1015.56 CORRECTIONS OFFICER RET PLAN \$15363.58 EORP LEGACY \$5608.75 NATIONWIDE \$4727.59 NATIONWIDE RETIREMENT SOL EODCRS \$1464.69 NATIONWIDE TRUST FSB \$4653.41 PUBLIC SAFETY PERSONNEL 401 \$12141.04 PUBLIC SAFETY SHERIFF RET \$13933.50 SUPPORT PAYMENT CLEARINGHOUSE \$1076.91 NIELSEN WELL DRILLING \$19504.12 MOONSHOT \$2700.00 ADHS AZ HEALTH CARE COST \$22400.00 AMAZON CAPITAL SERVICES INC \$8646.98 ARIZONA LAW ENFORCEMENT RADAR TECHNOLOGY \$1016.77 BACKWOODS TEES \$2490.52 BREWER LAW OFFICE PLLC \$10500.00 BRIMHALL SAND & ROCK \$27463.88 CDW GOVERNMENT LLC \$1379.63 John Lucas COMMUNITY BROADBAND ADVOCATES LLC \$1477.72 CORDANT HEALTH SOLUTIONS \$1694.71 DELL COMPUTER CORPORATION \$6774.70 DISCOUNT TIRE \$1172.92 ELECTION SYSTEMS AND SOFTWARE \$29227.59 EM HALE LAW \$1912.00 EMPIRE MACHINERY \$1187.25 EQUIPMENTSHARE.COM INC \$2155.11 FLAKE LEGAL PLLC \$10500.00 FLEET PRIDE \$5172.27 FRONTIER \$5247.28 FUTURE TIRE \$1123.50 HILLYARD/FLAGSTAFF \$1628.03 HOME DEPOT ACCT 4118 \$3055.73 DENNISE L JONES \$2282.50 Law Office of David Bednar \$5192.00 NATIONS GAS TECHNOLOGIES INC \$4355.06 NAVAJO TRIBAL UTILITY AUTHORITY \$4301.89 NAVOPACHE ELECTRIC COOPERATIVE \$15744.21 OVERDRIVE INC \$1677.57 PERFECT PRINTZ LLC \$1254.36 PITNEY BOWES \$2560.66 POLARIS PHARMACY SERVICES OF WARRINGTON LLC \$3762.16 QUILL CORP \$1717.13 RDO EQUIPMENT CO \$8005.98 RHINEHART OIL CO \$9040.18 RIGG LAW FIRM PLLC \$1479.00 SECURUS TECHNOLOGIES INC \$1124.37 SHOW LOW FORD INC \$1374.47 SONORA QUEST LABORATORIES \$1590.15 THOMSON REUTERS WEST \$1731.16 US POSTMASTER \$15000.00 WHITE MOUNTAIN PUBLISHING LLC \$1276.14 US POSTMASTER \$4203.44 US POSTMASTER \$8238.43 ADVANCED CORRECTIONAL HEALTHCARE INC \$50956.94 AMAZON CAPITAL SERVICES INC \$8034.56 APIC SOLUTIONS LLC \$9819.00 ASHTONS REPAIR INC \$1204.15 BACKWOODS TEES \$1447.39 BRANCH BUSTERS SERVICES LLC \$15000.00 BRIMHALL SAND & ROCK \$6177.20 BROWN'S PARTSMaster INC \$2951.30 BURNHAM - IFP LLC \$3493.80 CDW GOVERNMENT LLC \$6203.05 DELL COMPUTER CORPORATION \$6568.85 DESERT MOUNTAIN CORPORATION \$35361.98 CASSEY RAE DREW \$2337.50 ELECTION SYSTEMS AND SOFTWARE \$43646.09 FREEDOM OUTFITTING LLC \$1254.05 FRONTIER \$5211.47 HILL AZ GROCERY STORE/ ST JOHNS MARKET \$1704.37 HILLYARD/FLAGSTAFF \$7363.89 INCLUSIONS SOLUTIONS

LLC \$15959.52 INTEGRATED NETWORK ASSOCIATES LLC \$1120.00 MH
CONSULTING & PROJECT MANAGEMENT LLC \$3217.43 MOUNTAIN ROOF REPAIR
LLC \$2950.00 NAVOPACHE ELECTRIC COOPERATIVE \$5369.27 PACIFIC PONDEROSA
CO INC \$62423.45 QUILL CORP \$3057.21 RELIABLE BACKGROUND SCREENING
\$2486.45 RHINEHART OIL CO \$11588.97 SOUTHERN TIRE MART LLC \$13704.63
SUMMIT HEALTHCARE ASSOCIATION INC \$2421.05 DALE SHAWN TAYLOR
\$12500.00 DANIEL TAYLOR \$12500.00 THOMSON REUTERS WEST \$2191.40 TRUCK
PRO DBA AZ BRAKE & CLUTCH SUPPLY \$5636.07 VERIZON WIRELESS \$6608.13
WAGNER EQUIPMENT CO \$1055.30 WHITE MOUNTAIN REGIONAL MEDICAL
CENTER \$3180.05 YAVAPAI COUNTY GOVERNMENT \$7750.00 ALTON JOE
SHEPHERD \$1261.91 DOUGLAS LANCE PEARCE \$1363.12 APACHE COUNTY FSA
\$1704.17 APACHE COUNTY HSA \$7933.48 APACHE COUNTY MEDICAL \$232010.81
APACHE COUNTY TAX WITHHOLDING \$193406.62 ASRS LEGACY EORP \$12005.21
AZ STATE RETIREMENT SYSTEM \$136494.26 COLONIAL LIFE AND ACCIDENT INS
\$1015.56 CORRECTIONS OFFICER RET PLAN \$15363.59 EORP LEGACY \$5608.75
NATIONWIDE \$5240.62 NATIONWIDE RETIREMENT SOL EODCRS \$1464.69
NATIONWIDE TRUST FSB \$4655.03 PUBLIC SAFETY PERSONNEL 401 \$12140.73
PUBLIC SAFETY SHERIFF RET \$16404.96 SUPPORT PAYMENT CLEARINGHOUSE
\$1076.91 4ALLPROMOS \$1806.14 ALERTUS TECHNOLOGIES LLC \$2889.00 ALSCO INC
\$1941.44 AMAZON CAPITAL SERVICES INC \$10842.38 AT&T MOBILITY LLC
(FIRSTNET) \$5879.64 AZLGEBT \$419776.29 BEST TINTING AND AUTO GLASS \$1080.63
BRAD HALL & ASSOCIATES INC \$29908.18 BRIMHALL SAND & ROCK \$10355.44
CDW GOVERNMENT LLC \$14961.40 CENGAGE LEARNING INC \$5399.47 CHARM-TEX
\$1408.30 CREATIVE MULTIMEDIA INC (CMI) \$11020.00 JAMIE CURLEY \$3079.76
DELTA TIRE LLC \$1664.62 EBSCO SUBSCRIPTION SERVICES/KWIKBOOST LLC
\$1924.22 ELECTION SYSTEMS AND SOFTWARE \$24156.00 EMPIRE MACHINERY
\$2169.66 FLEET PRIDE \$1708.98 GREER COMMUNITY FACILITIES \$1075.46
HANCOCK COMPREHENSIVE DENTISTRY \$1060.00 HILLYARD/FLAGSTAFF \$1239.72
INFOUSA MARKETING INC (DATA AXLE INC) \$1134.49 INTEGRATED NETWORK
ASSOCIATES LLC \$2780.00 LESUEUR ADVANCE AUTOMOTIVE LLC \$3542.31
WESLEY EBEN MCBRIDE \$1877.47 MCKESSON MEDICAL SURGICAL \$2206.60
NAVAJO TRIBAL UTILITY AUTHORITY \$1669.52 O'REILLY AUTO PARTS
\$1661.67 POWERSCREEN OF NORTHERN CALIFORNIA INC \$4332.56 QUILL CORP
\$1624.58 RELIAS LLC \$4007.04 ROUND VALLEY UNIFIED SCHOOLS \$1500.00
SECURUS TECHNOLOGIES INC \$1138.84 SNAP-ON TOOLS COMPANY LLC
\$1887.52 ST JOHNS UNIFIED SCHOOL DIST \$1000.00 STAN'S DIESEL AND
PERFORMANCE \$1469.21 SUNLAND ASPHALT & CONSTRUCTION \$17767.79
TARTAN OIL LLC (FORMER NAME: SARATOGA) \$22430.88 TRINITY SERVICES
GROUP INC \$20418.32 WAGNER EQUIPMENT CO \$1070.05 BURNHAM - IFP LLC
\$1200.00 MULTICARD \$2907.00 NATIONAL BANK \$60904.58 CLAYTON BRENT
OVERSON III \$3000.00 JACOB KEMPTON HAWKINS \$1209.66 AMAZON CAPITAL
SERVICES INC \$12096.42 AVIX ACCOUNTING \$3860.27 AZ DEPT OF RISK
MANAGEMENT \$1943.43 BLUE HILLS ENVIRONMENTAL \$2345.40 BOB BARKER
COMPANY INC \$1391.74 John Lucas COMMUNITY BROADBAND ADVOCATES
LLC \$1641.95 CREATIVE MULTIMEDIA INC (CMI) \$11201.25 EMPIRE MACHINERY
\$1576.43 FLEET PRIDE \$1683.82 FRONTIER \$2932.21 KLINT HEAP \$1472.80 HOME

DEPOT ACCT 7600 \$1116.47 MCCOOK BOILER AND PUMP COMPANY \$11501.44
PEAK FORENSIC PSYCHOLOGY \$1000.00 MICHAEL PENROD \$4737.40 PHIL
STRATTON ELECTRIC IN \$1370.00 PIMA COUNTY MEDICAL \$25000.00 RDO
EQUIPMENT CO \$1781.40 RHINEHART OIL CO \$37590.94 RUNBECK ELECTION
SERVICES INC \$19764.81 SOUTHWESTERN SCALE COMPANY INC \$3722.28
SPRINGERVILLE AUTOMOTIVE SERVICE \$1848.33 ST JOHNS CITY \$3337.06 ST
JOHNS EMERGENCY SERVICES \$1553.16 STAN'S DIESEL AND PERFORMANCE
\$2339.85 WESTERN EXPLOSIVES SYSTEMS CO (WESCO) \$99627.48 WOODLAND
BUILDING CENTER C/O NATIONS BEST \$1239.51 WRIGHT EXPRESS FSC WEX
\$6162.59 AARONS & MONTI LLC \$3000.00 ADVANCED CORRECTIONAL
HEALTHCARE INC \$50956.94 AZ ASSN OF COUNTY SCHOOL SUPERINTENDENTS
\$3824.00 JASMINE G BLACKWATER-NYGREN \$1262.50 BREWER LAW OFFICE PLLC
\$10500.00 CENGAGE LEARNING INC \$2404.95 CHOICE BROADBAND \$5220.02
HAMBLIN LAW OFFICE PLC \$10500.00 KARPEL COMPUTER SYSTEMS INC \$2945.70
NATIONAL INSTITUTE FOR JAIL OPERATIONS \$3815.00 OCLC INC \$4603.65 R JOHN
R JOHN LEE ATTORNEY AT LAW \$10500.00 SECURUS TECHNOLOGIES INC \$1129.38
THOMSON REUTERS WEST \$3922.56 WATCH SYSTEMS LLC \$1550.00 US
POSTMASTER \$5000.00 APACHE COUNTY FSA \$1709.17 APACHE COUNTY HSA
\$7923.48 APACHE COUNTY MEDICAL \$232826.46 APACHE COUNTY TAX
WITHHOLDING \$193518.00 ASRS LEGACY EORP \$11956.12 AZ STATE RETIREMENT
SYSTEM \$136690.93 COLONIAL LIFE AND ACCIDENT INS \$1015.56 CORRECTIONS
OFFICER RET PLAN \$15351.98 EORP LEGACY \$5607.70 NATIONWIDE \$5428.21
NATIONWIDE RETIREMENT SOL EODCRS \$1464.69 NATIONWIDE TRUST FSB
\$4664.92 PUBLIC SAFETY PERSONNEL 401 \$12106.61 PUBLIC SAFETY SHERIFF RET
\$15758.08 SUPPORT PAYMENT CLEARINGHOUSE \$1367.91 EORP LEGACY \$12920.77
NATIONWIDE RETIREMENT SOL EODCRS \$3095.27 MARDY MANNING \$2120.00
APACHE COUNTY TAX WITHHOLDING \$2161.92 AZ COUNTIES INSURANCE POOL
\$1393.00 AZ COUNTIES WORKERS COMPENSATION PLAN \$75985.68 BLUE HILLS
ENVIRONMENTAL \$1043.51 BRIMHALL SAND & ROCK \$11152.01 BURNHAM - IFP
LLC \$4806.90 CASSEY RAE DREW \$2862.50 NAVAJO TRIBAL UTILITY AUTHORITY
\$2592.32 NAVOPACHE ELECTRIC COOPERATIVE \$1540.63 POLARIS PHARMACY
SERVICES OF WARRINGTON LLC \$6249.34 WHITE MOUNTAIN PUBLISHING LLC
\$1277.49 ARIZONA ELEVATOR SOLUTIONS INC \$3377.70 AZ DEPT OF HEALTH
SERVICES \$1435.00 BACKWOODS TEES \$1188.69 DELTA TIRE LLC \$1348.89 DENNISE
L JONES \$2156.00 NAVOPACHE ELECTRIC COOPERATIVE \$7540.80 SECURUS
TECHNOLOGIES INC \$1452.84 SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT
\$1582.34 WAGNER EQUIPMENT CO \$1071.97 EMPIRE MACHINERY \$2729.18 FLEET
PRIDE \$2881.85 NAVAJO TRIBAL UTILITY AUTHORITY \$1539.83 NAVOPACHE
ELECTRIC COOPERATIVE \$2993.39 PITNEY BOWES \$1039.38 RUNBECK ELECTION
SERVICES LLC \$54266.76 SANOFI PASTEUR INC \$5268.46 WHEEL FUN \$5500.00 JAY
YELLOWHORSE \$1267.25 ADHS AZ HEALTH CARE COST \$22400.00 ADVANCED AIR
SYSTEMS LLC \$1162.00 ALL COPY PRODUCTS \$1909.34 AMAZON CAPITAL
SERVICES INC \$10617.05 AMIGOS LIBRARY SERVICES \$2000.00 AT&T MOBILITY
LLC (FIRSTNET) \$1002.63 AZ ASSOCIATION OF SCHOOL BUSINESS OFFICIALS
\$1025.00 BLUE KNIGHT SECURITY LLC \$4225.00 BURNHAM - IFP LLC \$3939.30
CASSEY RAE DREW \$2300.00 EKOS \$4800.00 FLAKE LEGAL PLLC \$11284.00 FLEET

PRIDE \$8954.61 FRONTIER \$2752.49 GREER COMMUNITY FACILITIES \$1075.46 HIGH COUNTRY SIGNS LLC \$2030.00 NAVOPACHE ELECTRIC COOPERATIVE \$14742.69 QUILL CORP \$8842.67 RIGG LAW FIRM PLLC \$1521.50 SECURUS TECHNOLOGIES INC \$1278.94 DALE SHAWN TAYLOR \$12850.00 DANIEL TAYLOR \$12500.00 TYLER TECHNOLOGIES INC \$17009.53 US POSTMASTER \$1500.00 VERIZON WIRELESS \$3384.52 VICTIM WITNESS SERVICES FOR NORTHERN ARIZONA \$3120.00 YAVAPAI COUNTY GOVERNMENT \$7500.00 NAVAJO TRIBAL UTILITY AUTHORITY \$4161.92 APACHE COUNTY TAX WITHHOLDING \$204974.62 ASRS LEGACY EORP \$11956.12 AZ STATE RETIREMENT SYSTEM \$142874.46 CORRECTIONS OFFICER RET PLAN \$15064.63 EORP LEGACY \$5607.70 NATIONWIDE \$3429.34 NATIONWIDE RETIREMENT SOL EODCRS \$1464.69 NATIONWIDE TRUST FSB \$2716.56 PUBLIC SAFETY PERSONNEL 401 \$12106.30 PUBLIC SAFETY SHERIFF RET \$12731.22 APACHE COUNTY TAX WITHHOLDING \$1551.09 AMAZON CAPITAL SERVICES INC \$2163.93 NAVAJO TRIBAL UTILITY AUTHORITY \$1550.82 QUILL CORP \$1065.60 SUNLAND ASPHALT & CONSTRUCTION \$34402.12 WAYFAIR LLC \$2701.19 ADVANCED AIR SYSTEMS LLC \$1937.00 AMAZON CAPITAL SERVICES INC \$1916.28 BRAD HALL & ASSOCIATES INC \$67797.81 DELL COMPUTER CORPORATION \$8935.51 DEMCO INC \$1001.61 FLEET PRIDE \$2159.89 FRONTIER \$2946.56 NEOMI M GILMORE \$3987.73 HILLYARD/FLAGSTAFF \$2168.52 HORNE AUTO CENTER INC \$2701.99 MH CONSULTING & PROJECT MANAGEMENT LLC \$4529.78 MYSIDEWALK INC \$16800.00 NAVAJO COUNTY FAMILY ADVOCACY CENTER \$4500.00 STACY NIXON \$4586.90 PHIL STRATTON ELECTRIC IN \$3320.00 SECURUS TECHNOLOGIES INC \$1211.18 UNITED INFORMATION SERVICES \$1400.82 DOUGLAS LANCE PEARCE \$1050.00 MAREN SUNDAHL \$1800.00 AZ COUNTIES WORKERS COMPENSATION PLAN \$13273.32 RODGER DAHOZY \$1229.13 MARLEITA BEGAY \$1045.67 MONICA GARCIA \$1033.19 DOUGLAS LANCE PEARCE \$1733.60 SAMUEL A WOOD \$1906.29 AARONS & MONTI LLC \$3000.00 ADVANCED CORRECTIONAL HEALTHCARE INC \$50956.94 ALLEGRA \$1724.02 AMAZON CAPITAL SERVICES INC \$12958.21 APACHE COUNTY PROBATION DEPARTMENT \$8684.31 APACHE COUNTY YOUTH COUNCIL \$11000.00 AT&T MOBILITY LLC (FIRSTNET) \$4668.41 BEST TINTING AND AUTO GLASS \$2510.12 BRAD HALL & ASSOCIATES INC \$31193.77 BRANCH BUSTERS SERVICES LLC \$15000.00 BREWER LAW OFFICE PLLC \$10500.00 DELL COMPUTER CORPORATION \$22803.60 EMPIRE MACHINERY \$5336.46 FLEET PRIDE \$1259.57 FRONTIER \$1615.60 HAMBLIN LAW OFFICE PLC \$10500.00 KLINT HEAP \$1485.01 HOME DEPOT ACCT 7600 \$2945.88 INGRAM BOOK COMPANY \$3903.83 LESUEUR ADVANCE AUTOMOTIVE LLC \$1456.63 KYLE DOUGLAS MAYER \$2527.42 NAPA \$1060.57 O'REILLY AUTO PARTS \$7530.75 OMEGA INDUSTRIAL SUPPLY \$1231.11 PHIL STRATTON ELECTRIC IN \$1300.00 QUILL CORP \$5385.83 RHINEHART OIL CO \$11259.69 RUSH TRUCK CENTER \$1161.48 SECURUS TECHNOLOGIES INC \$1562.94 ST JOHNS EMERGENCY SERVICES \$2196.29 MAREN SUNDAHL \$2460.00 TRINITY SERVICES GROUP INC \$25495.71 TUCSON CREMATION SERVICES LLC \$1029.00 VERIZON WIRELESS \$1427.55 WOODLAND BUILDING CENTER C/O NATIONS BEST \$1433.77 NATIONAL BANK \$52043.87 APACHE COUNTY TAX WITHHOLDING \$1044.02 Demands are payments made, or to be made by the County. Specific details of the demands may be requested through the County public record request process.

B. Request approval of minutes dated July 7, 2026, July 22, 2026, and July 30, 2026
C. Request approval to hire a Director of Data Processing (Range 70) within the salary Range. This has been budgeted for in FY27. Community Development: D. The Apache County Board of Supervisors acknowledges the recommendation of the Planning and Zoning Commission on June 3, 2026, and authorizes the Planning and Zoning Commission to establish an advisory subcommittee for the purpose of reviewing and preparing recommended updates to the Alpine Community Plan. The subcommittee shall serve in an advisory capacity only and shall comply with all applicable provisions of Arizona's Open Meeting Law. Election Department: E. Request approval to cancel the special district elections and appoint the persons who filed the required documents to fill the positions for the following districts: Alpine Domestic Water Improvement District, Alpine Sanitary District, Concho Fire District, Escudilla Mountain Domestic Water Improvement District, Little Colorado Sanitary District, Puerco Valley Fire District, White Mountain Communities Special Health Care District and Vernon Fire District. F. Request approval of an updated Intergovernmental Agreement with the Escudilla Mountain Domestic Water Improvement District. School Superintendent's Office: G. Request approval pursuant to A.R.S. §15-424E to cancel and appoint the persons who filed the required candidate paperwork to fill the positions and/or declare vacant pursuant to A.R.S. §15-302 to allow the Apache County Superintendent to appoint any vacancies for the following districts: St. Johns Unified School District #1; Alpine Elementary School District #7; Vernon Elementary School District #9, Ganado Unified School District #20; McNary Elementary School District #23; Red Mesa Unified School District #27; NAVIT; N.A.T.I.V.E. H. Request approval of Student Information System Intergovernmental Agreement with Pinal County for Jail Education. This will not affect the FY27 budget. Engineering Department: I. Request approval to transition to the new gWorks Cloud Platform and approval of the new binding contract and any additional required agreements for the updated cloud system. Districts I, II & III currently use the gWorks program for all road and vehicle inventory. Probation Service: J. Request acceptance of the juvenile division grant through the Juvenile Crime Reduction Fund (JCRF) for Juvenile Education Pre-Diversion/Intervention in the amount of \$46,250. These funds will be used to work with at risk juveniles and families prior to entering juvenile probation/juvenile court. K. Request acceptance of the juvenile division grant through the Juvenile Crime Reduction Fund (JCRF) for the Legacy Mountain Bike Club in the amount of \$22,714. These funds will be used to engage juveniles in pro-social activities. Clayton Overson, Assistant Finance Director, requested acceptance of the Secure Rural Schools (SRS) Payment authorized by the federal Secure Rural Schools Reauthorization Act of 2025 (Public Law 119-58) on December 18, 2025. Mr. Overson stated Apache County will receive 85% of the total authorized Apache County allocation with 15% retained by the USDA for Title II special projects on federal lands and the fiscal year 2026 allocation is expected to be received by June 2027. Mr. Overson stated this was the same percentage as last year and recommended approval. **Mr. Shepherd moved approval of the Consent Agenda items, seconded by Mr. Davis.** Vote was unanimous.

Clayton Overson, Assistant Finance Director, requested approval to allocate the Secure Rural Schools (SRS) payment and proposed that the SRS appropriation is allocated 25% to Apache County Roads and 75% to Apache County schools. It is further proposed by the Superintendent of Schools that the 75% SRS appropriation be allocated to the Round Valley School District 60%, Vernon School District 20% and Alpine School District 20% as done in previous years and

recommended approval. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Vote was unanimous.

Chairman Shepherd left the meeting.

Commander Soderquist, on behalf of the Sheriff's Office, requested approval of Agreement DC-27-001 between Arizona Criminal Justice Commission and the Apache County Sheriff's Office for the Drug, Gang and Violent Crime Grant Agreement in the amount of \$188,007.26. **Mr. Davis moved approval, seconded by Mr. Shirley.** Motion passed.

Molly Carr, on behalf of the Treasurer's Office, requested approval of a Resolution of Authorization to open a money market bank account for the Round Valley Unified School District Improvement Bond processed (Project of 2023 Series B 2026) and appoint signers to the bank account. Ms. Carr stated the Attorney's Office has reviewed and approved the content of the resolution. **Mr. Davis moved approval, seconded by Mr. Shirley.** Motion passed.

RESOLUTION NUMBER: 2026-10
A RESOLUTION OF THE APACHE COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE COUNTY TREASURER TO OPEN AN ACCOUNT FOR
SCHOOL DISTRICT BOND PROCEEDS

WHEREAS, Apache County serves as the fiscal agent for certain school district bond proceeds in accordance with Arizona law; and

WHEREAS, pursuant to A.R.S. § 15-996, the Apache County Treasurer is responsible for receiving, holding, accounting for, and investing school district monies in accordance with Arizona law; and

WHEREAS, the County Treasurer has determined that it is necessary and appropriate to establish a separate account for the receipt, safekeeping, and disbursement of such bond proceeds; and

WHEREAS, the Board of Supervisors finds that authorizing the County Treasurer to establish such an account is in the best interests of Apache County and will facilitate the proper administration of school district bond proceeds;

WHEREAS, the governing board of the School District has authorized the deposit and administration of its bond proceeds through an account established and maintained by the Apache County Treasurer; and

WHEREAS, the Board of Supervisors finds that authorizing the County Treasurer to establish such an account is in the best interests of Apache County and the Round Valley Unified School District and will facilitate the proper administration of the School District's bond proceeds as required by Arizona law.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Apache County, Arizona, as follows:

Apache County (the "Entity") shall open a money market account with Zions Bancorporation, N.A. ("Bank"), and the undersigned Principals of the Entity are authorized and instructed to enter into the Bank's standard agreements governing accounts and related services, and to designate from time to time the persons who are authorized on behalf of the Entity to transact business on accounts at Bank (each an "Authorized Signer").

1. AUTHORIZED SIGNERS

The following individuals are hereby designated as Authorized Signers for the Entity's account(s). Until this Resolution/Authorization is revoked by written notification to the Bank, any Authorized Signer whose signature appears below or on any subsequent signature card or account agreement with the Bank is hereby authorized to sign checks, drafts, withdrawal orders, bills of exchange, make wire or telephone transfers, and otherwise initiate transactions and manage that account and any related services and products as the Authorized Signer deems fit.

Name: Marleita Begay
Title: County Treasurer

Name: David Romero
Title: County Treasurer

2. REVOCATION AND MAINTENANCE

This Resolution/Authorization hereby formally revokes any prior authorizations and removes any previously authorized signers that are no longer valid for the designated account(s). The Entity will provide, if requested by the Bank, a new Resolution/Authorization, supporting organizational documents, and complete a new signature card or account agreement for any future change in Account Signers.

3. AGREEMENT AND INDEMNIFICATION

The Entity accepts the Bank's Deposit Account Agreement and accompanying disclosures and agrees that it shall operate its accounts in accordance therewith and applicable law. The Entity shall indemnify and hold the Bank harmless from any loss suffered or any liability it may incur acting in reliance upon this Resolution/Authorization.

PASSED AND ADOPTED by the Board of the County of Apache, Arizona, this 17th day of August, 2026.

/s/ Alton Joe Shepherd
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
/s/ Ryan N. Patterson
CLERK OF THE BOARD

Mr. Patterson, on behalf of the Community Development Block Grant, requested approval to award Community Development Block Grant (CDBG) bid "Vernon Food Pantry 127-25" to EW Parker Enterprises in the amount of \$185,000. Mr. Patterson stated the additional funding would come from the general fund and recommended approval. **Mr. Davis moved approval, seconded by Mr. Shirley.** Motion passed.

Chris Resare, Chief Deputy County Attorney requested approval of FY2027 Victim Assistance Grant Number VA-27-003 from the Arizona Criminal Justice Commission in the amount of \$81,655.80. **Mr. Davis moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Vice Chairman Shirley opened the floor for the call to the public.

Debbie Dahlquist, a resident of Vernon, Arizona submitted an additional 255 signatures requesting a moratorium be placed on next month's agenda for utility renewable energy projects until a water supply baseline study and emergency communication baseline study be prepared with amendments to the ordinance.

Michael Samuel, a resident of Vernon, Arizona, expressed his opposition to wind turbine projects in the county.

Susan Maxwell, a resident of Vernon, Arizona stated she is opposed to wind turbine projects in the county due to the excessive water use.

Donald Maxwell, a resident of Vernon, Arizona stated the Planning & Zoning Commission has struggled over the past several months with the question related to the revision of the renewable energy ordinance Article 8. Mr. Maxwell stated the question is, can Apache County mandate renewable utility scale energy systems in a designated specific area and county staff including the deputy attorney who indicated he will get an answer to that question but in the past 6 months attending the Planning and Zoning meetings, that question had not been provided, Mr. Maxwell stated he found the answer in the statutes.

Kay Dyson, a resident of Springerville, Arizona requested County staff research and revise the county renewable ordinance and renew the desire for biomass as a renewable energy source.

Monica Boehning, a resident of Springerville, Arizona stated last month Economic Development Director Preston Raban and Malena Hannah told her directly that citizens opposed to wind or solar farms near rural towns are seen as hostile against all renewable energy. Ms. Boehning stated that is false and stated in 2024 she asked Mr. Raban why biomass electricity generation was not being promoted as a renewable energy opportunity. Ms. Boehning stated a year later she she proposed to Matt Fish that biomass energy generation needed to be added to the county utility scale renewable energy ordinance and the May 2025 Planning & Zoning meeting minutes reflect there was agreement to add biomass to Article 4, but it fails to now appear in subsequent revision drafts.

Melanie Brockman, a resident of Tucson, Arizona stated she is opposed to wind turbine projects.

Tina Ellis, a resident of Vernon, Arizona requested a moratorium on wind turbines in order to complete a study soil and wildlife.

Lonnie Randall, a resident of Concho, Arizona stated he is opposed to wind turbines and solar Panels.

Terry Tigner, a resident of Vernon, Arizona stated he believes the Planning and Zoning Commission has been pressured to discontinue meeting with the public. Mr. Tigner spoke about his concern with setback distances for wind turbines.

Linda Weiland, a resident of Eagar, Arizona, spoke about growing the economy and tourism. Ms. Weiland stated in June, the Planning and Zoning and Zoning Commission voted to request a Short moratorium to update renewable energy ordinance and asked the Board to place an item on the next agenda for a 120-day moratorium on utility scale renewable energy projects.

Carol Whitney, a resident of St. Johns, Arizona stated that the area proposed for the preferred areas for the Wind Turbines, there are large lava fields, and the roads continue to shift creating dips and hills so her concern is in that with the massive size and weight and height of the wind turbines remain stable. Ms. Whitney requested the Board pause in order for engineers to look at the environmental and economic impact on the area. Ms. Whitney stated it is not fair that property owners get a tax break if they put wind turbines on their property. Ms. Whitney stated she is pro biomass and is concerned with the water use from the construction of the wind turbines.

Mark Odenbach, a resident of Vernon, Arizona stated he is against wind turbines and is concerned with the impact to the roads that will be damaged from transporting the wind turbine and what will the economic cost from the deterioration of the roads be.

Daniel Hochstein, a resident of Vernon, Arizona requested the Board follow the Planning and Zoning Commission's request for a moratorium in order to re-write the ordinance. Mr. Hochstein stated he is also concerned with the fire danger from the wind turbines.

Charles Bryan, a resident of Concho, Arizona stated the county is in violation of the Endangered Species Act of 1979 and the archeological sites that will be impacted by the wind turbines and stated the county needs to impose a moratorium to investigate the wind turbine project.

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

Mr. Davis moved to adjourn the meeting, seconded by Mr. Shirley. Motion passed.

Approved this 1st day of September, 2026.

Alton Joe Shepherd
Chairman of the Board

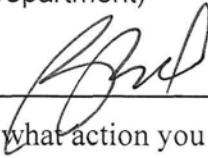
Ryan N. Patterson
Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

DATE-TIME STAMP

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

Date/Signature: County Manager

8/24/24 

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

Request approval of a resolution declaring recognition of fallen firefighters and emergency services personnel.

BOS Meeting Date 9.1.26

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____


Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

Beth Bond

From: Celina Murrieta-Gonzales <CelinaM-Gonzales@outlook.com>
Sent: Wednesday, August 12, 2026 3:07 PM
To: Beth Bond; Nelson Davis; Liz Castillo; Ryan Patterson
Subject: Alpine Arizona Annual Firefighter memorial & Appreciation Day
Attachments: Firefighter proclamation- 2026.doc; Firefighter proclamation- 2026.pdf

EXTERNAL EMAIL - This email was sent by a person from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Honorable Nelson Davis,

We are at that time of year when I submit our annual request for this year's BOS resolution on behalf of Alpine Action Alliance to recognize Fallen Firefighters Memorial and Appreciation Ceremony here in Alpine.

Historically, the BOS has unanimously approved prior resolutions.

As a resident of District III, I am asking for you to support this year's resolution and place this resolution, on the BOS Agenda for September 1, 2026.

As of today, 50 fire fighters and emergency services personnel have paid the ultimate sacrifice in this country and sadly more heroes will join them by the end of the year.

Lastly, we will hold a ceremony on October 3, 2026, at 11:00 AM at the Alpine Community Center to honor our local heroes, and it is our privilege to invite you to attend as well, if your schedule permits.

Please do not hesitate to call or write me should you have any questions, or if you'd like to meet regarding this important request. I have provided both a WORD document attachment as well as a PDF version for your convenience.

Respectfully,

Celina M-Gonzales, Board Member
Alpine Action Alliance
PO Box 187
Alpine, Arizona 85920
520-237-0940

JOE SHIRLEY, JR.
VICE CHAIRMAN
DISTRICT I
P.O. Box 1952, Chinle, AZ 86503

ALTON JOE SHEPHERD
CHAIRMAN
DISTRICT II
P.O. Box 994, Ganado, AZ 86505

NELSON DAVIS
SUPERVISOR
DISTRICT III
P.O. Box 428, St. Johns, AZ 85936

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

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



RYAN N. PATTERSON
MANAGER-CLERK
ST. JOHNS, AZ 8

**A RESOLUTION DECLARING RECOGNITION OF FALLEN FIREFIGHTERS
AND EMERGENCY SERVICES PERSONNEL
2026-__**

WHEREAS, the United States Congress and the President of the United States have designated the day of the annual National Fallen Firefighters Memorial Service as a day to honor firefighters and emergency services personnel who have sacrificed their lives to save others by lowering the American flag on all federal buildings to half-staff; and

WHEREAS, an average of 80 firefighters courageously make the ultimate sacrifice in the line of duty each year, including nineteen firefighters who lost their lives during the Yarnell Hill Fire in Arizona on June 30, 2013; and

WHEREAS, the events of September 11, 2001, brought national attention to the duties, responsibilities, hazards, and sacrifices faced by fire and emergency services personnel on a daily basis; and

WHEREAS, the Rodeo-Chediski, Wallow, Cedar Creek, Rattlesnake, and Whiting Knoll Fires brought awareness of the local sacrifices, hazards, duties, responsibilities that we as a community face and those faced by emergency responders; and

WHEREAS, firefighters and emergency services personnel are at a higher risk for chronic heart problems and respiratory issues. Today they are in a higher risk group during this terrible Covid-19 pandemic; and

WHEREAS, firefighters and emergency services personnel play an essential role in the protection of lives and property in our local community; and

WHEREAS, the National Memorial Service marks the beginning of the annual Fire Prevention Week observance; and

WHEREAS, it is of major importance that we increase our efforts to reduce deaths, injuries, and property losses from fire;

BE IT THEREFORE RESOLVED, that the Board of Supervisors of Apache County, Arizona, now calls upon all citizens of Apache County and upon all patriotic, civic, and educational organizations in Apache County to observe the first Saturday in October, October 3, 2026, in recognition of the patriotic service and dedicated efforts of our fire and emergency services personnel by lowering American flags on all buildings to half-staff. The Board encourages appropriate services and ceremonies in which all of our citizens may participate to honor fire and emergency services personnel, past and present, who, by their faithful and loyal devotion to duties, have rendered invaluable service to our community and its citizens.

BE IT THEREFORE RESOLVED, that the Board of Supervisors of Apache County, further calls upon citizens of Apache County to remember all fire and emergency personnel who have made the ultimate sacrifice in service to their community and to pay respect to the survivors of our fallen heroes.

Adopted this 1st day of September 2026

Alton Joe Shepherd
Chairman of the Board

ATTEST:

Ryan N. Patterson
Clerk of the Board

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

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

Megan Hill/Elections Department

Date/Signature: 8-17-2026 M Hill

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

1. Discussion and possible approval of an updated Intergovernmental Agreement with the Little Colorado Sanitary District to provide election services.

BOS Meeting Date Requested September 1, 2026

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 _____



INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE COUNTY OF APACHE,

AND THE LITTLE COLORADO SANITARY DISTRICT

FOR THE PROVISION OF ELECTION SERVICES

THIS AGREEMENT is entered into August 10th, 2026, between the COUNTY OF APACHE (the "COUNTY"), acting by and through its duly elected governing body, the ARIZONA COUNTY BOARD OF SUPERVISORS (the "BOS") and the LITTLE COLORADO SANITARY DISTRICT ("SPECIAL DISTRICT") acting and through its duly elected governing body.

I. RECITALS

1. The COUNTY owns and operates voting and ballot tabulating equipment and employs certified Election Officials.
2. The SPECIAL DISTRICT seeks to participate in consolidated elections and pursuant to Arizona Revised Statutes §16-205(C), the SPECIAL DISTRICT and COUNTY wish to enter into this Agreement.
3. The COUNTY is empowered by Arizona Revised Statutes §11-251 and §11-953 to enter into this Agreement and has by appropriate Board action determined to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the COUNTY.
4. The SPECIAL DISTRICT is empowered to enter into this Agreement, and has, by proper board action, authorized the undersigned to execute the Agreement on behalf of the SPECIAL DISTRICT.

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

II. SCOPE

1. The COUNTY will:
 - a. Provide nominating petitions and other necessary information to prospective candidates for the SPECIAL DISTRICT board.
 - b. Accept candidate nomination documents, campaign finance reports and other documents required for filing and act as the Filing Officer.
 - c. Make available to the SPECIAL DISTRICT support services, materials and supplies including but not limited to: ballots, voting equipment, precinct supplies, precinct personnel, precinct signature rosters, counting center personnel, early



- board processing personnel, and such other election materials, supplies and personnel as may be required for the conduct of the election as prescribed by law.
- d. Conduct logic and accuracy tests as required by law and publish all legal notices in connection therewith.
 - e. Perform tabulation, prepare unofficial election results and transmit to the **SPECIAL DISTRICT**, or designee.
 - f. Prepare and issue certificates of election to candidates declared to be elected.
 - g. Provide Election Department personnel necessary to effectively administer an election.
 - h. At all times comply with the laws and regulations regarding the conduct of elections.
 - i. Upon completion of the election, present to the **SPECIAL DISTRICT** a statement of charges incurred as a result of the election.
2. The **SPECIAL DISTRICT** will:
- a. Provide written notice of an election to the **COUNTY** at least one hundred and eighty (180) days prior to the election.
 - b. Create, translate, print and mail all publicity pamphlets.
 - c. Publish all legal notices in connection with a **SPECIAL DISTRICT** election with the exception of the logic and accuracy testing notification(s) as described in section 1(b) of this Agreement.
 - d. Submit a completed Affidavit of Compliance to the clerk of the Board of Supervisors no less than five (5) days before the election.
 - e. At all times comply with the laws and regulations regarding the conduct of elections.
 - f. Pay the **COUNTY** for all charges outlined in the statement of charges within sixty (60) days of submittal to the **SPECIAL DISTRICT** of the request by the **COUNTY**. The **SPECIAL DISTRICT** shall establish and maintain a budget covering the payment of all such charges.

III. FEES

The Election Fee Schedule attached hereto as Attachment A and incorporated by this reference establishes the costs for services, materials, and supplies provided by the **COUNTY** to the **SPECIAL DISTRICT** under this Agreement. The **SPECIAL DISTRICT** agrees to pay the **COUNTY** in accordance with the rates and charges outlined in Attachment A, as may be amended and adopted by the Apache County Board of Supervisors from time to time. If the Board of Supervisors adopts an updated Election Fee Schedule during the term of this Agreement, the revised schedule shall automatically supersede any prior version and shall apply to all elections conducted after its effective date, without the need for further amendment to this Agreement. Upon completion of each election, the



COUNTY shall prepare and submit to the SPECIAL DISTRICT an itemized statement reflecting all charges incurred, consistent with the Fee Schedule in effect at the time of the election. The SPECIAL DISTRICT shall remit payment in full within sixty (60) days of receiving the statement. Late payments may be subject to applicable interest or collection remedies permitted by law.

IV. DURATION OF AGREEMENT

1. This Agreement is for a term of four (4) years effective January 1, 2026, and terminating on January 1, 2030 and can be terminated at any time by any party, with or without cause, a written notice is provided to the other parties 120 days in advance. Upon termination of this Agreement, all property or equipment used by the parties in the performance of their responsibilities under this Agreement shall remain the property of the party that purchased the property or equipment.

V. MISCELLANEOUS PROVISIONS

1. This Agreement may be canceled in accordance with the provisions Arizona Revised Statutes §38-511, regarding Conflicts of Interest.
2. The COUNTY as a political subdivision of the State of Arizona, engaged in the performance of its mandatory statutory duties, and the ELECTIONS DEPARTMENT, engaged in the performance of its mandatory statutory duties, and the SPECIAL DISTRICT, as a political subdivision of the State of Arizona, engaged in the performance of its mandatory statutory duties, all avow to the other that each has obtained and has in full force and effect a public entity liability policy relating to the faithful performance of duty.
3. The provisions of the Records and Disposition Schedule promulgated by the Arizona State Library, Department of Library, Archives and Public Records, as it may from time to time be amended, shall be applicable to all public documents generated in the course of this Agreement.
4. If the parties mutually agree, claims, disputes or other matters in question may be submitted for arbitration and decided according to the Arizona Uniform Rules of Procedure for Arbitration. Demand for arbitration must be filed in writing with the other party to this Agreement.
5. All notices or demands upon any party to this Agreement, except as otherwise specified herein, shall be in writing and shall be delivered in person or sent by mail addressed as follows:



Apache County Elections
P.O. Box 428
75 W. Cleveland
St. Johns, AZ 85936

SPECIAL DISTRICT:

Little Colorado Sanitary District
PO Box 527
Pinetop, AZ 85935

6. The **SPECIAL DISTRICT** is responsible for all liability, damage or expenses involved in defending challenges to the **SPECIAL DISTRICT** election arising out of the actions of the **SPECIAL DISTRICT** and its officials, employees and agents.
7. A party's requirements. To the extent applicable under Arizona Revised Statutes § 16-1001, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under Arizona Revised Statutes § 16-1001(A). The party's breach of the above mentioned warranty shall be deemed a material breach of the Agreement and the non-breaching party may terminate the Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above mentioned warranty under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year before written.

Aaron Joe Shepherd, Chairperson


Michael Bragiel, Chairperson

1008 10/10/16 10/10

Date: 10 day of Aug 2016

APC/CC

Attest:

Ryan Patterson, Clerk of the Board


Chris Cardella, Board Member



Pursuant to Arizona Revised Statutes §14-902, the foregoing Agreement has been submitted to the county board of supervisors who has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the County of Apache.

Attest: The County Clerk

Special District Attorney

Tina B. Shaffer
10 August 2026
Dated

Dated



Attachment A

APACHE COUNTY ELECTIONS FEE SCHEDULE

Type of Election		Fee
Elections conducted on one of the 4 annual consolidated election dates		\$2.00 per registered voter plus actual cost of pamphlets, postage, and advertising
Elections conducted by mail		\$2.50 per registered voter plus actual cost of printing, pamphlets, postage, and advertising
In person special elections (not on a consolidated election date)		\$4.00 per registered voter plus actual cost of pamphlets, postage, and advertising
Administrative fee for Cancel and Appoint		\$200

Recounts will be billed at actual cost

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

032408

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

Megan Hill/Elections Department

Date/Signature:

8-19-2026

M Hill

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

1. Discussion and possible approval of the 2023 HAVA Election Security Sub-Grant Application.

BOS Meeting Date Requested ~~August 17, 2026~~

9/6/26

PRE-AGENDA ITEM REVIEW

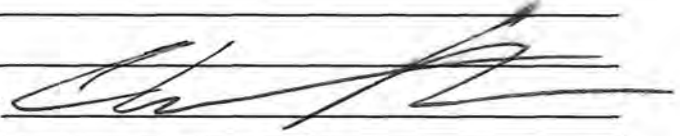
Review Routing

/ /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

032408



2023 HAVA ELECTION SECURITY SUB-GRANT APPLICATION

Grant is for: ☐ Recorder's Office ☒ Elections Department

General Information Section:

County Name: Apache

Recorder/Election Director requesting's Name: Megan Hill

Work Address: PO Box 428, 75 W. Cleveland St. Johns, AZ 85936

Direct Telephone Number: 928-337-7537

Direct Email: mill@apachecountyaz.gov

Secondary Information (County Contact for Grant Related Questions):

County Employee's Name: Megan Hill

Direct Telephone Number: 928-337-7537

Direct Email: mhill@apachecountyaz.gov

Project Activities, Intent, and Goals:

What item(s)/service(s) is the County Recorder's / Elections Director's Office purchasing with the awarded funds?

We are going to purchase 55 ExpressVote 3 accessible voting machines

How does the project fall into at least one category? Please specifically state which category.

☒ Accessibility

☐ Cyber or Physical Security

☐ Election Auditing

☐ Voter Education

☐ Voting Processes

☒ Voting Equipment

☐ Voter Registration Systems

☐ Other (i.e. improve Federal Elections Administration):

What is the project's total projected cost? \$287,925



What is the projected expenditure date? September 2026

What is the project's intent and expected result?

Apache County currently has 55 ExpressVote 1 machines that are outdated and have been damaged by years and years of use. The new machines are faster for voters, which will make the voting experience better.

Please explain how this project will enhance election technology or make election security improvements. If the project will not enhance election technology or security, please explain how this project will enhance or improve elections and/or how it will protect against and respond to the COVID-19 pandemic.

These machines will enhance election technology because they are a new and improved accessible voting device. They are used by voters who need their ballot in braille or read to them, and by voters who need their ballot translated to Spanish or Navajo.

How will this project benefit registered voters in Federal Elections?

These machines are faster which will speed up the process for voters, therefore reducing wait times to use an accessible voting device.

Please describe in detail a clear and comprehensive plan for your requested project.

We plan to order 55 ExpressVote 3 machines to replace the 55 ExpressVote 1 machines we currently have. These will start being used in the 2026 General Election.

If your project is not approved, please provide a detailed explanation on how this may affect your County.

If not approved, we may not be able to make this purchase and will have to continue using the outdated and falling apart machines we currently have.

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

Submitter's Name: (Individual, Organization, or County Department) Apache County School Superintendent's Office

Date/Signature: Aug. 20, 2026

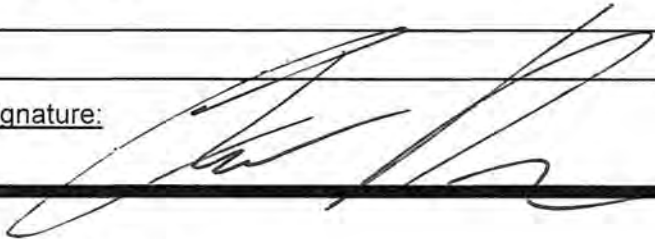


Describe in detail what you want to say to the Board and what action you want the Board to take: Discussion and possible approval of possible approval of Student Information System IGA with Pinal County for Jail Education. This will not affect the FY27 budget.

BOS Meeting Date Requested: September 1, 2026

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature: 

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

INTERGOVERNMENTAL AGREEMENT BETWEEN PINAL COUNTY AND APACHE COUNTY FOR A STUDENT INFORMATION SYSTEM

This Intergovernmental Agreement ("Agreement") is entered into pursuant to A.R.S. §11-952 by and between Pinal County, a body politic and corporate of the State of Arizona, ("Pinal"), and Apache County, a body politic and corporate of the State of Arizona ("Apache"). Pinal and Apache may be collectively referred to as the "Parties" or individually referred to as "Party."

Recitals

WHEREAS, Apache and Pinal are authorized to contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. §§ 11-951 through 11-954; and

WHEREAS, Pinal possesses the personnel, expertise, and capacity to provide certain governmental services; and

WHEREAS, Apache has determined that it is in the best interest of the public to obtain such services through an intergovernmental agreement rather than through independent provision; and

WHEREAS, Apache and Pinal desire to enter into an agreement whereby Pinal will provide specified services for and on behalf of Apache.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

AGREEMENT

1) Purpose.

The purpose of this Agreement is to establish a collaborative framework between Apache and Pinal to implement and maintain a shared Student Information System (SIS). This Agreement is designed to ensure the accurate tracking of student attendance within the Apache County Jail Education Program, facilitating seamless data management and ensuring full compliance with the mandatory reporting requirements of the Arizona Department of Education ("ADE").

2) Term and Termination.

This Agreement shall commence on July 1, 2026 and shall terminate on June 30, 2031 unless earlier terminated as provided herein. Either Party may terminate this Agreement with or without cause upon the expiration of Thirty (30) calendar days advanced written notice to the other Party.

3) **Scope.**

1. Data Integrity and Centralization

To ensure the accuracy of student records, the Parties agree to:

- a) **Centralized Database Management:** Maintain a single, unified Student Information System (SIS) instance to house all academic, enrollment, and withdrawal data for the Apache Jail Education Program.
- b) **Real-Time Record Transfer:** Establish protocols for the immediate digital transfer of student records between facilities.

2. Resource Sharing and Administrative Oversight

To optimize costs and streamline operations, the Parties agree to the following:

- a) **Fees:** Apache will pay Pinal \$500.00 annually for the SIS usage with an additional \$215 annually for each additional 0-10 students for a total of \$715.00
- b) **Administrative Oversight:** Pinal will have direct oversight of the SIS with input of data given to the program manager from the Apache County Jail Education Program teacher.

4) **Payment.**

Method of Payment and Pricing

- a) **Base Compensation.** Apache shall compensate Pinal in the amount of \$500.00 annually for the SIS usage with an additional \$215 annually for each additional 0-10 students for a total of \$715.00, payable in accordance with a schedule agreed upon by the parties. **The payment will be generated by invoice from Pinal County Superintendent's Office to the Apache County Superintendent's Office and will be paid from the Apache County Jail Education Fund.**
- b) **Additional Services.** Any services outside the base scope shall be billed in accordance with Pinal's published fee schedule or other agreed-upon rates in effect at the time the services are rendered.
- c) Pinal shall submit invoices with reasonable supporting documentation, and Apache shall remit payment within Thirty (30) calendar days of receipt.

5) **Mutual Indemnification.**

To the extent permitted by law, Apache shall indemnify, defend and hold harmless Pinal, its officers, departments, employees and agents from and against any and all suits, legal actions, judicial or administrative proceedings, claims, demands, or damages of any kind or nature (hereinafter referred to collectively as "Claims") unless said Claim is attributable to the negligence, intentionally tortious, or willful misconduct of Pinal.

6) Compliance with Laws.

The Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this Agreement and any disputes hereunder. Any action relating to this Agreement shall be brought in an Arizona court in Pinal County.

7) Student Records.

Each Party agrees to the extent legally applicable to abide by and conform to the requirements of the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA"). Apache will provide Pinal access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record. Pursuant to the mandates of FERPA, and applicable regulations, Apache and Pinal may disclose educational records of students to each other as "officials of another school system" where the student is enrolled."

8) Non-Discrimination.

The Parties agree to comply with all provisions and requirements of Arizona Executive Order 2009-09, and any subsequently issued legally applicable Arizona Executive Order, which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, the Parties will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

9) ADA.

The Parties shall comply with 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.

10) Severability.

If any provision of this Agreement or any application thereof is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect, without the invalid provision or application and to this end the provisions of this Agreement are declared to be severable.

11) Conflict of Interest.

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated herein by reference.

12) Non-Appropriation.

Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason either Party does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, the canceling Party shall have

no further obligation other than for payment for services rendered prior to cancellation.

13) Worker's Compensation.

Each Party shall comply with the notice provisions of A.R.S. §23-1022 (E). For purposes of A.R.S. §23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said Party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

14) No Joint Venture.

It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between Pinal and any Apache employees, or between Apache and any Pinal employees. Neither Party shall be liable for any debts, accounts, obligations or other employment related liabilities whatsoever of the other, including (without limitation) the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

15) No Third Party Beneficiaries.

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either Party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

16) Entire Agreement

This document constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement shall not be modified, amended, altered or extended except through a written amendment signed by the Parties.

17) Property Disposition

The Parties do not anticipate the joint acquisition of any property in the performance of each Party's respective duties pursuant to the terms of this Agreement. Any property purchased by a Party shall be returned to the purchasing Party within Thirty (30) calendar days of the termination of this Agreement for any reason.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
Signature pages follow

In Witness Whereof, the Parties hereto have caused this Agreement to be executed by the following duly authorized representatives:

PINAL COUNTY:

APACHE COUNTY

Jill Broussard
Jill Broussard
Pinal County School Superintendent

Chair
Board of Supervisors

ATTEST:

ATTEST:

Chair
Pinal County Board of Supervisors

Clerk of the Board

REVIEWED AND APPROVED AS TO FORM

Pursuant to A.R.S. §11-952(D), the attorney for each of the Parties has determined that the foregoing Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Party represented by such attorney.

Anthony W. Contente-Cuomo
Counsel for Pinal County School
Superintendent
Dated: 8-10-2026

[Signature]
Counsel for Apache County
Dated: 8/19/26

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

Submitter's Name: (Individual, Organization, or County Department) Apache County School Superintendent's Office

Date/Signature: August 19, 2026

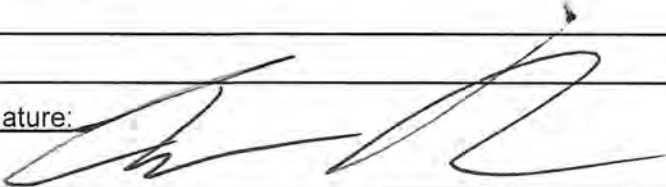


Describe in detail what you want to say to the Board and what action you want the Board to take: Discussion and possible approval pursuant to A.R.S. 15-424(E) to cancel the two 4-year seats for the Chinle Unified School District Board and appoint the persons who filed the required candidate paperwork to fill the positions for the 2026 school board elections.

BOS Meeting Date Requested: Tuesday, September 1, 2026

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature: 

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Community Development

Date/Signature:

Aug 19 / 2026

Marta Jara

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

CONSENT AGENDA: Request approval of a conditional use permit application submitted by Sandra Bond to
allow for the hosting of equine trail sports and working equitation clinics and events at an existing equine
facility. The property is identified as Assessor's Parcel Number 212-24-008L. The Planning & Zoning
Commission

recommended approval on August 5, 2026

Meeting Date Requested September 1, 2026

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature

[Signature]

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

EXECUTIVE SUMMARY

Conditional Use Permit #2026-39 – Sandra Bond

Applicant/Property Owner: Sandra Bond

Parcel: 212-24-008L

Zoning: Agricultural General (AG)

Existing Use: Single-family residence with existing equestrian facilities

Requested Use: Equine trail sports and working equitation clinics

Sandra Bond is requesting approval of a Conditional Use Permit (CUP) to host limited equine trail sports and working equitation clinics at her existing ranch. The proposed events would utilize the property's existing riding arenas, parking and camping areas, access roads, and equestrian improvements. No new structures or major site improvements are proposed as part of the CUP.

The applicant anticipates conducting approximately **two to six events per year**, with approximately **8 to 15 riders** participating in each event. Events would generally last **one to three days**, with approximately half of the participants potentially camping temporarily on the property. Activities would generally occur during daylight hours, without amplified sound or permanent outdoor lighting. Recreational vehicle generator use would be prohibited between **10:00 p.m. and 6:00 a.m.**

Community Development evaluated the application pursuant to the applicable provisions of the Apache County Zoning Ordinance and the Apache County Comprehensive Plan. Staff finds that the limited size and frequency of the proposed events are compatible with the rural residential and agricultural character of the surrounding area and are not anticipated to create significant traffic, noise, lighting, or visual impacts. The Engineering Department's drainage report requirement was waived because the proposed use does not involve significant grading, land disturbance, or alteration of existing drainage patterns.

The applicant completed the required Citizen Participation process. Neighboring property owners were notified, a virtual neighborhood meeting was offered, and two property owners contacted the applicant and expressed support for the proposal. No written objections were received.

Environmental Health Review

During agency review, **Apache County Environmental Health** identified a concern regarding temporary overnight camping and participant use of the property's existing sanitary facilities. Environmental Health determined that the additional wastewater generated during events could exceed the design capacity of the existing onsite septic system.

Environmental Health determined that this concern could be addressed by requiring the applicant to either obtain approval for an onsite wastewater treatment system with adequate capacity for the increased temporary occupancy or provide an adequate number of portable restroom facilities

during events. Community Development determined that these measures adequately address the identified public health concern and incorporated them into the recommended conditions of approval.

Planning and Zoning Commission Recommendation

The **Apache County Planning and Zoning Commission** considered **CUP #2026-39** and voted **7-0 to recommend approval** of the application to the Apache County Board of Supervisors, subject to the following conditions:

1. The CUP shall authorize only equine trail sports and working equitation clinics substantially consistent with the submitted application.
2. Events shall be limited to no more than **six (6) per calendar year** unless an amendment to the CUP is approved.
3. Events shall generally occur during daylight hours.
4. All parking and camping associated with the events shall remain on the subject property.
5. Dust shall be controlled as necessary.
6. Future grading, drainage modifications, or expansion beyond the approved scope shall require County review.
7. The applicant shall comply with all applicable County, State, and Federal regulations.
8. Prior to any event involving overnight camping or participant use of onsite sanitary facilities, the applicant shall either obtain Apache County Environmental Health approval for an adequately sized wastewater system or provide sufficient portable restroom facilities.
9. The applicant shall comply with all applicable Apache County Environmental Health sanitation and wastewater requirements.

Board of Supervisors Consideration

Community Development finds that the applicant has satisfied the application requirements and applicable Conditional Use Permit evaluation criteria. The Planning and Zoning Commission has recommended approval by a **7-0 vote**, subject to the nine conditions listed above.

The Conditional Use Permit is now before the **Apache County Board of Supervisors for final consideration and action**.

Matthew Fish

Director, Apache County Community Development.



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

CONDITIONAL USE PERMIT APPLICATION

APPLICANT

Name Sandra Bond
Mailing Address PO Box 1739
Taylor, AZ 85939
Contact Person Sandra Bond
Phone 602-751-9608 Fax _____
Email sandybond1969@gmail.com

PROPERTY INFORMATION

Assessor's Parcel # 212-24-008L
Township 14N Range 24E ^{THE E2 OF SW4} Section 28
Subdivision RANCHO DE LA MONTANA
Unit # _____ Lot # _____
Address/Location 120 County Road N 9217
Concho, AZ 85924

Existing Zoning Agricultural
Existing Land Use Residential / Ranch
Lot Size 80

CONDITIONAL USE PERMIT REQUEST

Please provide a brief description of the request.
We would like to be able to host Equine Trail Sports
and Working Equitation Clinics/Events at our existing
equine facilities. We estimate between 2 to 4 events
per year lasting from 1 to 3 days each, with 8-15 participants.
Temporary Use: ☐ Yes ☐ No

OFFICE USE ONLY

Received By [Signature] Date 6/23/26
Receipt # 1064 Fee 500
Permit # 2026-39
Related Cases _____
Appeal Filed By _____ Date _____
Receipt # _____ Fee _____

SUBMITTAL CHECKLIST

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

CERTIFICATION & SIGNATURE

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

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

Signature of Applicant

[Signature] Date 5/12/2026

Signature of Property Owner (if not the applicant)

Date _____

COMMISSION ACTION

☒ Approved ☒ with Conditions ☐ Denied

Resolution # _____ Date _____
Chairman [Signature] Date 5/5/26

BOARD ACTION

☐ Approved ☐ with Conditions ☐ Denied

Ordinance # _____ Date _____
Supervisor _____ Date _____

December 1, 2021



Apache County
Community Development

Conditional Use Permit Condition(s)

Name: Sandra Bond

A.P.N. 212-24-008L

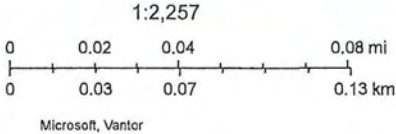
Permit #2026-39

1. The cup shall authorize only equine trail sports and working equestrian clinics substantially consistent with the submitted application
2. Events shall be limited to no more than six per calendar year unless an amendment is approved
3. Events shall generally occur during daylight hours
4. All parking and camping shall remain on the subject property
5. Dust shall be controlled as necessary
6. Future grading, drainage, modifications, or expansions beyond the approved scope shall require County review
7. The applicant shall comply with all applicable County, State, and Federal regulations
8. Before any event involving overnight camping or participant use of the on-site sanitary facilities the applicant shall either obtain Environmental Health approval for an adequately sized wastewater system or provide sufficient portable restrooms and
9. The applicant shall comply with all applicable Environmental Health sanitation and wastewater requirements.



6/23/2026, 9:59:29 AM

- | | |
|--|--|
|  Parcel8252025 |  SupervisorBoundary11102022 |
|  N Roads |  Subdivisions04042023 |
|  Partially Passable |  Apache County |
|  Passable | |





To: Apache County Planning & Zoning

Mark Schaff & Rhonda Violet

Parcel Number: 212-24-008J

Location: N9201



RE:Applicant: Sandra Bond

Parcel Number: 212-24-008L

Location: 120 N9201

Our concerns for NO access hosting of equine trail sports and working equation clinics in our community.

1. Our road N-9211 is a NON-MAINTAINED county road, (3 miles) excessive road degradation from excessive traffic. Was worked on twice - worse now.
2. Excessive noise from vehicles, generators, people talking and exhibitors with headsets on.
3. Excessive water usage, horse drink between 5 to 15 gallons a day. Per Sandra Bond website 4beatranch, best water to keep your horses well hydrated and you can also fill your RV/LQ.
4. Excessive DUST, trash thrown on the road and the BIG one is chain dragging causing sparks, don't need to smell fires from pits. We have red flag warrants.

mark schaff

5. If we want to live next to a fair ground or a RV park, we would live in town.

6. When events take place she puts out marker along our fence line for the riders. NOT GOOD

7. The term conditional use permit means? What is our rights?

On Sandra Bond permit application under brief description of the request, Participants 8-15 is wrong, she has 18 guest stalls, + round pen and a covered court 125 x 175 outdoor arena....we would say she was planning this the whole time...

She also estimate between 1 to 3 days, wrong again on her last one it went from Wednesday night 6/24/2026 camping to Sunday 6/28/2026 night camping and leave on Monday morning, I court 5 night and 6 days.

Her first event was in 2024, In 2025 there where 3 events and now in 2026 so far 3 events but the year is not over.

This is on her site, 4 beat ranch offers horse camping, vacation boarding, and on March 2, 2026 she post for the valley people to come up and get out of the heat and camp on her parcel.
(see copy of post under Edit history)

So our point is Sandra Bond in her letter about being a good neighbor, is not true.

Please look up her sites on 4 beat ranch and read all about what

is in the plans.

Access to our community is an informant on our privacy and peace of mind. This should have been put to rest with the first building permit was filled.

Note: copies of events and other reading items for you....

FOUR BEAT RANCH, LLC

[Welcome!](#)
[Upcoming Events!](#)
[Obstacle Course](#)
[Horse Camping](#)
[More](#)

Horse Camping

Located in the White Mountains of AZ at an elevation of 5600+ feet, 4 Beat Ranch makes a great getaway during the heat of the summer or anytime of the year, we enjoy 4 seasons up here. 4BR is located on the Snowflake/Concho border in AZ, just under 3.5 hours NE of Phoenix.



On 120 acres, there is plenty of room to camp and enjoy the peace and quiet of our serene setting. Miles of country dirt roads to ride on as well as a 36 piece and growing obstacle course trail system on the property.

There is a 60' round pen, a 125' x 175' Arena and a 20m x 40m Junior Dressage Court on the property available for guest use.

The well on site is abundant with access to the Coconino aquifer and some of Arizona's best water to keep your horses well hydrated and to fill your RV/LQ. A generator is also available for those who prefer to have more power.

More pictures coming soon!



Let's Chat!



4 Beat Ranch

199 followers • 4

following

4 Beat Ranch offers horse camping, vacation boarding, 60+ piece obstacle trail course and equine event hosting on 120 acres with 18 guest stalls, round pen, covered Jr Dressage court and 125x175 outdoor arena.

■ Performance & Event Venue

All About Followers Photos Mentions More ▾ ...

Details



Not yet rated (0 Reviews)



Snowflake, AZ, United States

Mark Schaff

Edit history



More info : Jen Nait 4 Beat Ranch - we are on the Snowflake / Concho border in the white mountains. I have a working equation set up and 80 acres with trails and obstacles, six covered guest stalls, 12 uncovered guest stalls. It is dry camping as we are off grid. There is a bathroom close to the camping area. Water available and generators are allowed. Pricing depends upon number of dates, campers and horses, message me for more details.

March 19, 2026

- 6 reactions on this version
- Removed a share preview from this post
- Added a share preview to this post



Sandra Bond

More info : 4 Beat Ranch - we are on the Snowflake / Concho border in the white mountains. I have a working equation set up and 80 acres with trails and obstacles, six covered guest stalls, 12 uncovered guest stalls. It is dry camping as we are off grid. There is a bathroom close to the camping area. Water available and generators are allowed. Pricing depends upon number of dates, campers and horses, message me for more details.

Go 1.9 miles to Lomas (9211) and go left.
 Go 2.1 miles to Hummingbird (9217) and go right.
 Go .7 miles to gated entrance on right (Circle on gate 4BR logo)
 Gate code is 9731
 Input Google map as below.
 N9217
 Concho, AZ 85924
 34.582346, -109.819986
 CALL/TEXT Sandra Bond at 602-751-9608 for assistance and ETA

AGENDA

12:00pm	Gates Open
9:00am BITS	Pink Ribbons Marking Recreational riding
12-6:00pm	Early Check In available
7-8:45am	New arrival check in
8:00am	Judge Meeting
9:00am	Rider Meeting
9:30am	First riders out on the course
Judge	Shout Outs once all riders are in!
Awards	after Judge Shout Outs!
7-8:45am	New arrival Check in
8:00am	Judge Meeting
9:00am	Rider Meeting
10:00am	1st Handlers out in Arena
OC	45 min after last horse complete In Hand, Obstacle Course begins
Judge	Shout Outs once all riders are in!
Awards	after Judge Shout Outs!
TBA	Playday or Recreational Trail Ride

AVAILABLE AMENITY RESERVATIONS

Weds Night Stall 12x24 covered	\$20.00
Thurs Night Stall 12x24 covered	\$20.00
Fri Night Stall 12x24 covered	\$20.00
Sat Night Stall 12x24 covered	\$20.00
Sun Night Stall 12x24 covered	\$20.00
Weds Night Stall 12x24 uncovered	\$15.00
Thurs Night Stall 12x24 uncovered	\$15.00
Fri Night Stall 12x24 uncovered	\$15.00

mark schett



This photo is from a post.

View post



JUST GAIT

June 3, 2025 · 🌐

000

2



headset

on parcel
212-24-008J

No comments yet

Be the first to comment.

Write a comment...



mark schaff



This photo is from a post.

View post



JUST GAIT

June 3, 2025 · 🌐

...



3



Handwritten note: Head Set on Parcel 212 24-0085



No comments yet
Be the first to comment.

Write a comment...



mark schett

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Community Development

Date/Signature: Aug 19/2026

Martin Fink

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

CONSENT AGENDA: Request approval of a conditional use permit application requested by Pew & Lake,
PLC, to construct and operate a storage research and development facility located within the Coronado
Generating Station. The Planning & Zoning Commission recommended approval on August 5, 2026

Meeting Date Requested September 1, 2026

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

EXECUTIVE SUMMARY

CONDITIONAL USE PERMIT 2026-26

SRP – ENERGY DOME RESEARCH & DEVELOPMENT FACILITY

Applicant: Salt River Project (SRP), represented by Pew & Lake, PLC

Project: Energy Dome Long-Duration Energy Storage Research & Development Facility

Location: Existing Coronado Generating Station, northeast of St. Johns, Arizona

Requested Use: Construction and operation of a long-duration energy storage research and development facility

Salt River Project (SRP), represented by Pew & Lake, PLC, is requesting approval of Conditional Use Permit 2026-26 to construct and operate an Energy Dome Long-Duration Energy Storage Research and Development Facility within the existing Coronado Generating Station.

A significant distinction of this application is that the proposed facility is intended primarily for research and development. According to the applicant, SRP selected Energy Dome's technology through a competitive evaluation process to study long-duration energy storage capable of providing approximately ten hours of electrical storage. The project is intended to evaluate operational performance, demonstrate emerging energy storage technology, collect engineering and operational data, support research into future electrical grid reliability, and advance understanding of non-inverter-based energy storage systems. The project is therefore distinguishable from a commercial utility-scale battery energy storage development.

The proposed project consists of approximately 19 megawatts of long-duration energy storage utilizing Energy Dome's proprietary CO₂ Battery technology. Unlike conventional lithium-ion battery storage, the system stores energy by compressing carbon dioxide into liquid form and later expanding the CO₂ through a turbine to generate electricity. The process operates as a closed-loop system, with the carbon dioxide remaining within the system during normal operation.

The research facility will be located entirely within the existing industrial boundaries of the Coronado Generating Station. The project will utilize existing roads, utilities, electrical interconnections, drainage systems, security infrastructure, and other facilities already serving the generating station. No expansion beyond the existing Coronado Generating Station boundary is proposed. Construction traffic is anticipated to be limited, and routine operation will involve only a small number of employees.

Community Development evaluated the application pursuant to Article 11 of the Apache County Zoning Ordinance and the Apache County Comprehensive Plan. Staff finds that the project supports the Comprehensive Plan's objectives related to technological innovation, responsible industrial development, continued investment in critical infrastructure, economic diversification, research supporting future energy production, and efficient use of existing industrial sites. The

Arizona State Land Department also reviewed the proposal and submitted a Letter of No Objection.

Planning and Zoning Commission Recommendation

The Apache County Planning and Zoning Commission considered Conditional Use Permit 2026-26 and voted 7-0 to recommend approval of the application to the Apache County Board of Supervisors, subject to the following conditions:

1. Development shall substantially conform to the submitted site plan and project narrative.
2. Dust shall be controlled during construction.
3. All applicable Federal, State, County, Fire Code, and Building Code regulations shall be met.
4. Appropriate hazardous material handling and emergency response plans shall be maintained in accordance with all applicable regulations.

Board of Supervisors Consideration

Community Development finds that the applicant has satisfied the applicable Conditional Use Permit application requirements and evaluation criteria. The proposed facility is specifically intended for research and development of emerging long-duration energy storage technology and will be located entirely within an existing industrial electrical generation facility.

The Planning and Zoning Commission has recommended approval by a 7-0 vote, subject to the four conditions listed above.

Conditional Use Permit 2026-26 is now before the Apache County Board of Supervisors for final consideration and action.

Matthew Fish

Director, Apache County Community Development



APACHE COUNTY — Community Development Department

P.O. Box 238 • St. Johns, AZ 85936 • Phone: (928) 337-7526 • Fax: (928) 337-7633

CONDITIONAL USE PERMIT APPLICATION

APPLICANT

Name Pew & Lake, PLC- Reese Anderson

Mailing Address 1744 S. Val Vista Dr. Suite 217
Mesa, AZ 85204

Contact Person Reese Anderson / Sarah Prince

Phone 480-461-4670 Fax _____

Email reese.anderson@pewandlake.com/sarah.prince@pewandlake.com

PROPERTY INFORMATION

Assessor's Parcel # N/A Township 14N Range 29E
Section 33

Subdivision _____

Unit # _____ Lot # _____

Address/Location 32060 S. HWY 191, ST. JOHNS, AZ
85936

Existing Zoning _____

Existing Land Use Industrial

Lot Size 30 acres

CONDITIONAL USE PERMIT REQUEST

Please provide a brief description of the request.

Non-inverter based long-duration energy storage

pilot facility on approximately 30 acres within
Coronado Generating Station

Temporary Use: ____ Yes ____ X No

SUBMITTAL CHECKLIST

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

CERTIFICATION & SIGNATURE

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

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

Signature of Applicant

[Signature] Date 04/22/26

Signature of Property Owner (if not the applicant)

[Signature] Date 4/29/26

OFFICE USE ONLY

Received By [Signature] Date 4-30-26

Receipt # 14188 Fee \$500 -

Permit # 2026-26

Related Cases _____

Appeal Filed By _____ Date _____

Receipt # _____ Fee _____

COMMISSION ACTION

☒ Approved ☐ with Conditions ☐ Denied

Resolution # _____ Date _____

Chairman [Signature] Date 8/5/26

BOARD ACTION

☐ Approved ☐ with Conditions ☐ Denied

Ordinance # _____ Date _____

Supervisor _____ Date _____

December 1, 2021



Apache County
Community Development

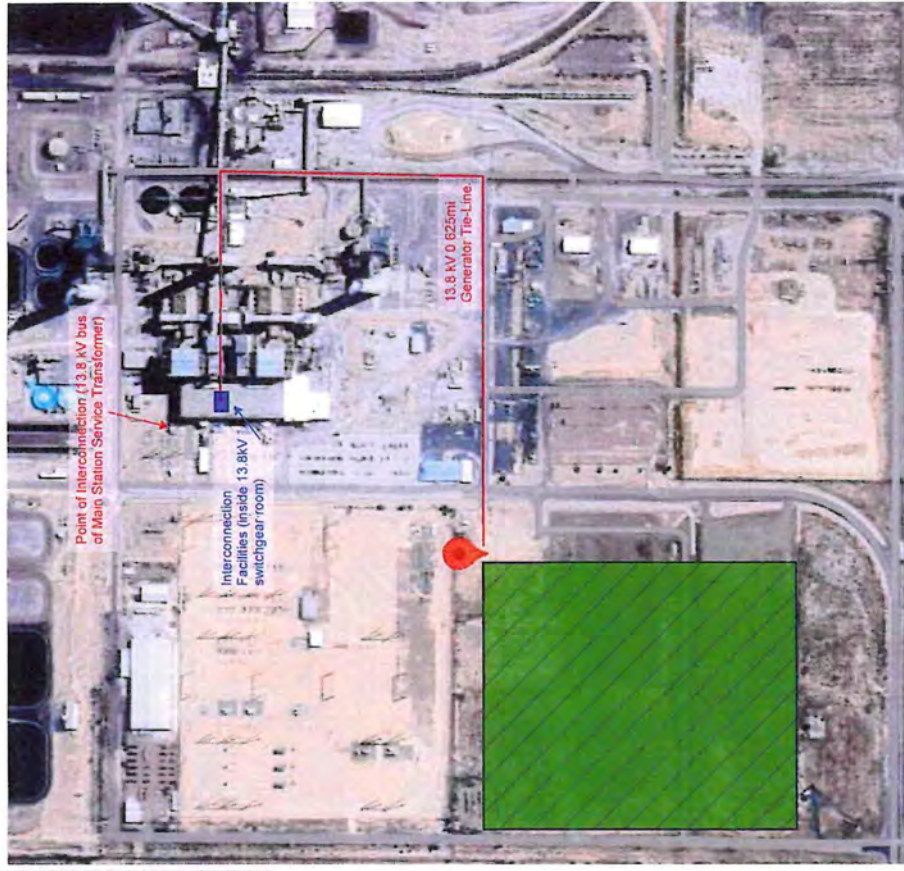
Conditional Use Permit Condition(s)

Name: Pew & Lake, PLC

A.P.N. Salt River Project

Permit #2026-26

1. Development shall substantially conform to the submitted site plan and project narrative
2. Dust shall be controlled during construction
3. All applicable Federal, State County, Fire Codes and Building Code regulations shall be met
4. Appropriate hazardous material handling and emergency response plans shall be maintained in accordance with all applicable regulations.



Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Community Development

Date/Signature:

Aug 19/2026 Martin Furi

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

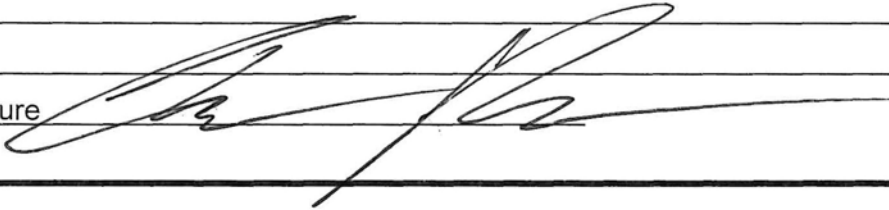
CONSENT AGENDA: Request approval of a conditional use permit application request to amend a previously approved Conditional Use Permit CUP 2014-1 for a wireless telecommunications facility by increasing the approved tower height from 155 feet to 199 feet. Property is located approximately Mile Marker 351, U.S. Highway 180, Concho, Arizona; APN 204-41-001. The Planning & Zoning Commission recommended approval on August 5, 2026.

Meeting Date Requested September 1, 2026

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature



Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

EXECUTIVE SUMMARY

CONDITIONAL USE PERMIT AMENDMENT 2026-38

VERTICAL BRIDGE – AMENDMENT TO PREVIOUSLY APPROVED CUP 2014-1

Applicant: Vertical Bridge, on behalf of Verizon Wireless

Property Owner: J. Albert Brown Ranches, Inc.

Parcel: 204-41-001

Location: Approximately Milepost 351, Highway 180, approximately 11 miles northwest of St. Johns

Zoning: Agricultural General (AG)

Existing Use: Grazing Ranch

Requested Use: Amendment of previously approved CUP 2014-1 for a wireless telecommunications facility

Vertical Bridge, on behalf of Verizon Wireless, is requesting approval of Conditional Use Permit Amendment 2026-38 to amend the previously approved Conditional Use Permit 2014-1 for a wireless telecommunications facility northwest of St. Johns. Verizon originally received approval in 2014 to construct a communications tower in this general location; however, the facility was never constructed because the necessary microwave or fiber backhaul service was unavailable.

With improvements to the regional telecommunications network, Vertical Bridge is proposing to move forward with the project at essentially the same location. The primary modification is an increase in the proposed tower height from the previously approved 155 feet to a maximum overall height of 199 feet, including the lightning rod. The additional height is necessary to accommodate microwave backhaul equipment and establish reliable communication with other facilities in Verizon's network. The proposed facility will consist of a self-supporting lattice communications tower, wireless antennas, microwave equipment, fenced equipment compound, emergency generator, utility service, and access utilizing existing ranch roads.

The project is intended to improve wireless coverage and emergency communications along Highway 180 and surrounding rural areas. The tower is also designed to accommodate future co-location by additional wireless carriers when technically feasible, which may reduce the need for additional towers in the surrounding area. The applicant has also indicated that the structure could accommodate Apache County public safety communications equipment if needed.

Community Development evaluated the amended application pursuant to Article 11, the communication tower provisions of Article 7 of the Apache County Zoning Ordinance, and the Apache County Comprehensive Plan. The approximately 500-acre site is a working grazing ranch, the nearest private parcel is approximately 900 feet away, and the nearest residence is more than 2.5 miles from the proposed tower. Existing ranch roads will be utilized to minimize

additional land disturbance. The applicant also obtained an ADOT Encroachment Permit authorizing continued use of the existing Highway 180 access.

The applicant completed the required Citizen Participation process. Following cultural review, the proposed tower location was shifted approximately 80 feet to avoid potential archaeological resources, and surrounding property owners and agencies were notified of the revised location. No comments or objections were received.

Planning and Zoning Commission Recommendation

The Apache County Planning and Zoning Commission considered Conditional Use Permit Amendment 2026-38 and voted 7-0 to recommend approval to the Apache County Board of Supervisors, subject to the following conditions:

1. Development shall substantially conform to the submitted site plan.
2. Maximum tower height shall not exceed 199 feet, including the lightning rod.
3. The tower shall remain available for future co-location when technically feasible.
4. Exterior colors shall remain non-reflective and FAA compliant.
5. Outdoor lighting shall be limited to FAA requirements and security lighting necessary for maintenance.
6. Access shall utilize the approved ADOT access easement.
7. The applicant shall obtain all required building permits before construction.
8. The applicant shall comply with all applicable FAA, FCC, County, State, and Federal regulations.
9. Any substantial modification to the approved facility shall require review by Apache County Community Development and may require amendment of the Conditional Use Permit.
10. Construction of the tower must commence within one (1) year following approval of the Conditional Use Permit Amendment.

Board of Supervisors Consideration

Community Development finds that the applicant has satisfied the applicable requirements of the Apache County Zoning Ordinance and that the proposed amendment remains consistent with the Apache County Comprehensive Plan. The amendment allows the previously approved telecommunications project to move forward with the additional tower height necessary to accommodate microwave backhaul while maintaining appropriate safeguards for surrounding properties and the public.

The Planning and Zoning Commission has recommended approval by a **7-0 vote**, subject to the ten conditions listed above.

Conditional Use Permit Amendment 2026-38 is now before the Apache County Board of Supervisors for final consideration and action.

Matthew Fish, Director, Apache County Community Development



APACHE COUNTY — Community Development Department

P.O. Box 238 • St. Johns, AZ 85936 • Phone: (928) 337-7526 • Fax: (928) 337-7633

CONDITIONAL USE PERMIT APPLICATION

APPLICANT

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

PROPERTY INFORMATION

Assessor's Parcel # 204-41-001
Township 14N Range 26E Section 25
Subdivision _____
Unit # _____ Lot # _____
Address/Location Approx MM 351, Hwy 180
Concho, AZ 85924
Existing Zoning AG
Existing Land Use Ranch/Grazing
Lot Size 492.6 Ac

CONDITIONAL USE PERMIT REQUEST

Please provide a brief description of the request.
195' Self-Support Wireless Facility (199' to top of
lightning rod) within a 50' x 60' chain link enclosure
This is the same location as previously approved pole
but is about 40' higher due to need for MW dish
Temporary Use: ☐ Yes ☒ No

SUBMITTAL CHECKLIST

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

CERTIFICATION & SIGNATURE

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

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

Signature of Applicant

Reg Destree Digitally signed by Reg Destree
Date: 2026.05.21 09:59:36 -0700 Date 5/21/26

Signature of Property Owner (if not the applicant)

Jackson Brown, President
J. Albert Brown Ranches, Inc. Date 5/29/2026

OFFICE USE ONLY

Received By [Signature] Date 6/9/26
Receipt # 1245 Fee 500
Permit # 2026-38
Related Cases _____
Appeal Filed By _____ Date _____
Receipt # _____ Fee _____

COMMISSION ACTION

☒ Approved ☒ with Conditions ☐ Denied

Resolution # _____ Date _____

Chairman [Signature] Date 6/5/26

BOARD ACTION

☐ Approved ☐ with Conditions ☐ Denied

Ordinance # _____ Date _____

Supervisor _____ Date _____

December 1, 2021



Apache County Community Development

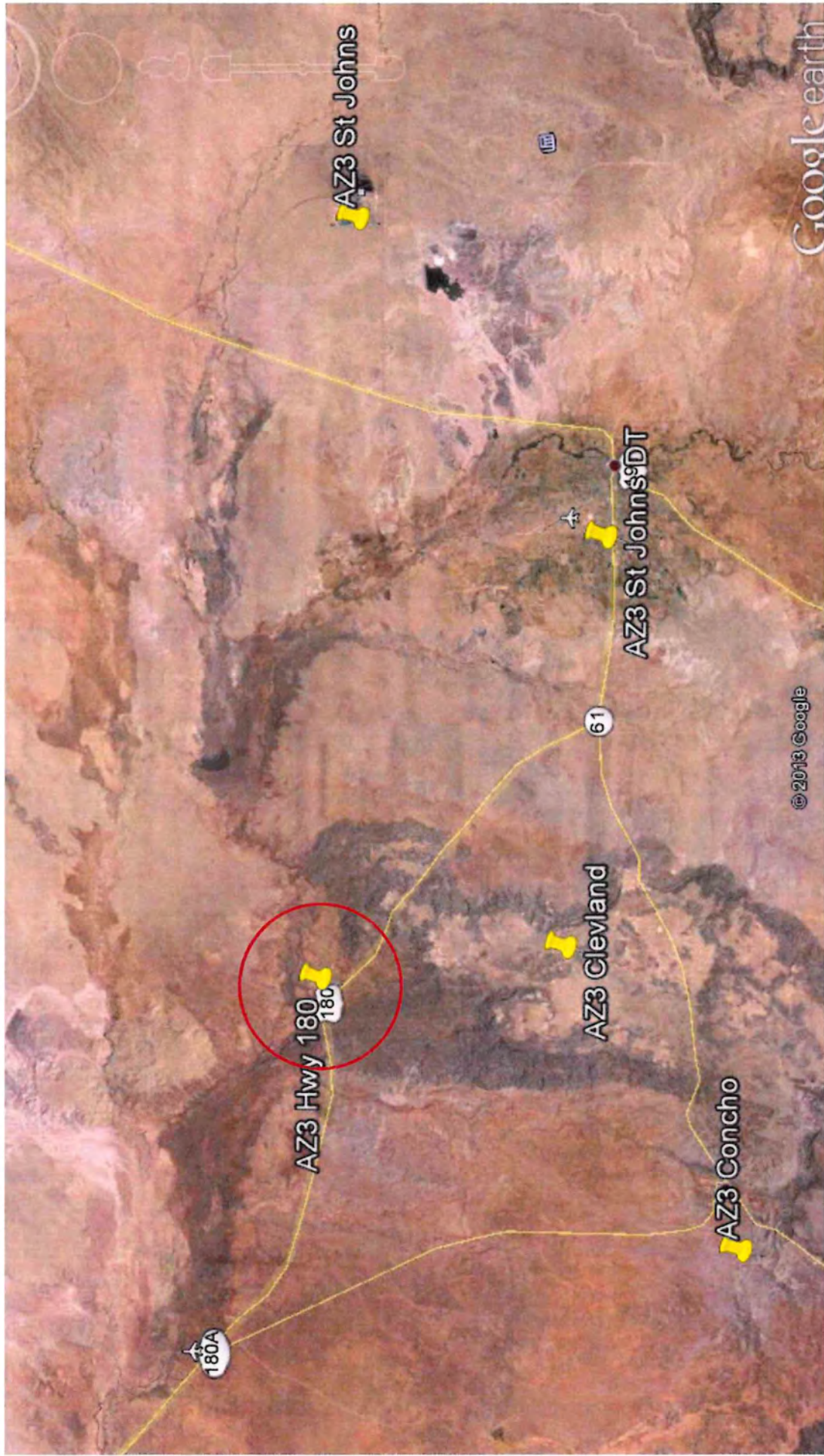
Conditional Use Permit Condition(s)

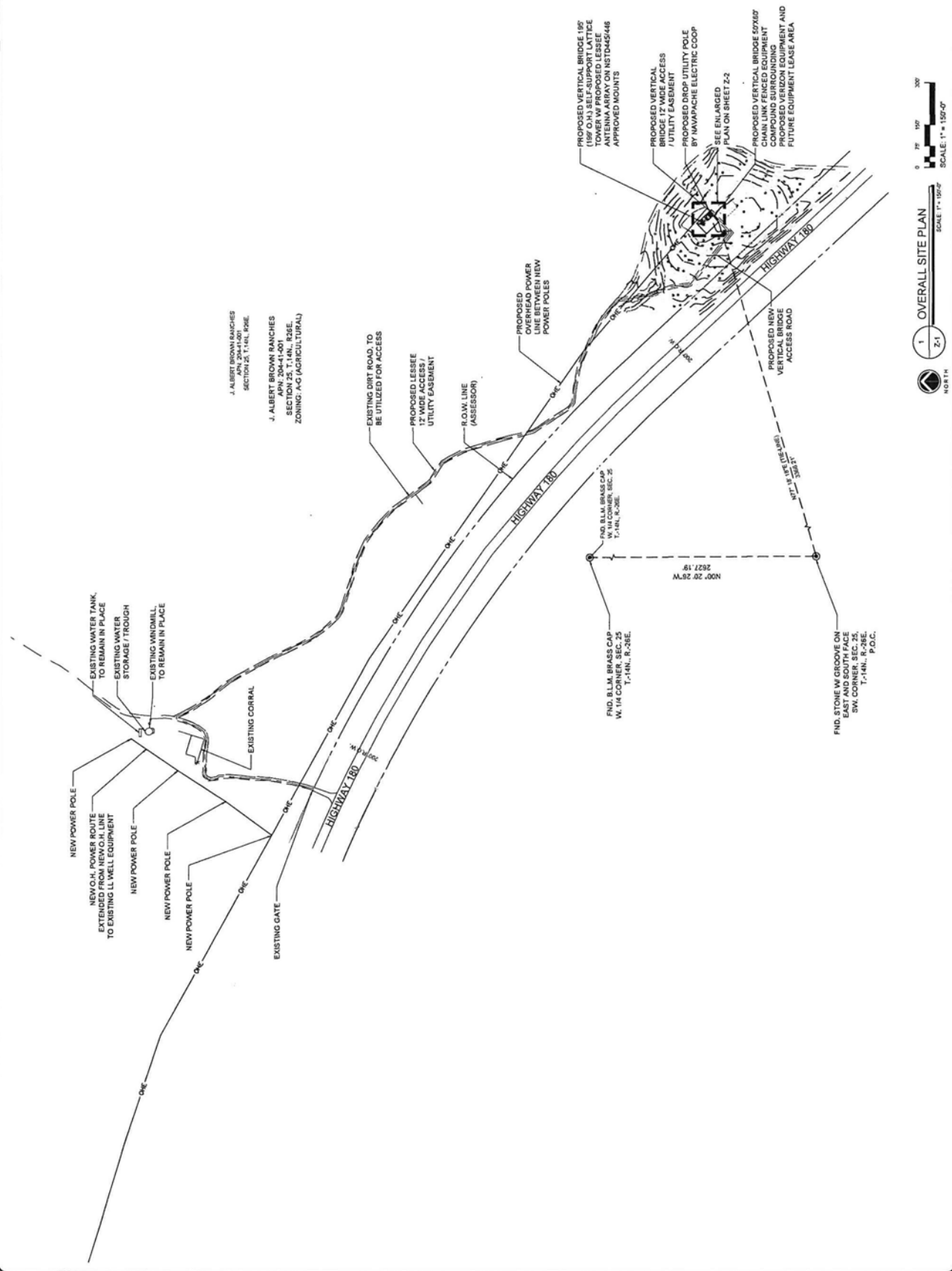
Name: Vertical Bridge

A.P.N. 204-41-001

Permit #2026-38

1. Development shall substantially conform to the submitted site plan
2. Maximum tower height shall not exceed 199 feet including the lightning rod
3. The tower shall remain available for future co-location when technically feasible
4. Exterior color shall remain non reflective in FAA compliant
5. Outdoor lighting shall be limited to FFA requirements and security lighting necessary for maintenance
6. Access shall utilize the approved ADOT access easement
7. The applicant shall obtain all required building permits before construction
8. The applicant shall comply with all applicable FAA, FCC, County, State, and Federal regulations
9. Any substantial modification to the approved facility shall require review by the Apache County Community Development and may require amendment to the conditional use permit.
10. Construction of the tower must commence within one year after approval of CUP.





Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Community Development

Date/Signature: Aug 19/2026

Martin Fish

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

CONSENT AGENDA: Request approval of a conditional use permit application requested by Pinnacle

Consulting on behalf of Verizon Wireless, to modify condition #6 of Conditional Use Permit 2025-51

previously approved December 2, 2025. The subject property is identified as Parcel No. 101-35-011. The

Planning & Zoning Commission recommended approval on August 5, 2026

Meeting Date Requested September 1, 2026

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

[Signature]

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

EXECUTIVE SUMMARY

MODIFICATION TO CONDITIONAL USE PERMIT 2026-32

PINNACLE CONSULTING DBA SUN STATE TOWERS AND VERIZON – MODIFICATION TO CUP 2025-51

Applicant: Pinnacle Consulting dba Sun State Towers, on behalf of Verizon Wireless

Request: Modification of conditions associated with previously approved Conditional Use Permit 2025-51

Primary Modification: Replacement of Condition No. 6 concerning construction-related road impacts and responsibilities

Pinnacle Consulting dba Sun State Towers, on behalf of Verizon Wireless, is requesting approval of Modification to Conditional Use Permit 2026-32 to modify conditions associated with the previously approved Conditional Use Permit 2025-51 for a telecommunications facility.

The requested modification primarily concerns Condition No. 6 of the original CUP. The original condition required the applicant to obtain written agreements from affected property owners addressing road access and responsibility for road repair and maintenance during construction. During implementation of the CUP, it was determined that requiring the applicant to obtain signatures from surrounding property owners was not necessary to accomplish the County's primary objective of protecting the affected roadway.

Community Development determined that Apache County can address construction-related impacts through its permitting and enforcement authority. The modified condition therefore places responsibility for construction-related road damage directly on the applicant while allowing the County to require inspections, repairs, and corrective measures necessary to ensure County Road N2131 is restored to a condition equal to or better than its preconstruction condition.

The requested modification does not change the previously approved telecommunications use, tower location, tower height, site design, or operational characteristics of CUP 2025-51. The modification is intended to establish a clearer and more enforceable process for protecting County Road N2131 during and following construction while removing the requirement that the applicant obtain written agreements from surrounding property owners.

Planning and Zoning Commission Recommendation

The Apache County Planning and Zoning Commission considered Modification to Conditional Use Permit 2026-32 and voted 7-0 to recommend approval to the Apache County Board of Supervisors with the following modified and additional conditions:

6. The applicant shall be responsible for repairing any construction-related road damage resulting from construction of the approved telecommunications facility. Apache County may require inspection, repair, or corrective measures necessary to ensure County Road N2131 is restored to a condition equal to or better than its preconstruction condition.

7. The applicant shall provide a \$10,000 performance bond to remain in effect for one year following issuance of the Certificate of Completion for the communication tower.

8. County Road N2131 shall not be blocked by construction equipment during construction.
9. Dust control shall be provided by the applicant during construction.
10. No private property shall be damaged, and no trespassing onto private property shall occur without prior authorization from the property owner.
11. All other originally approved conditions of **CUP 2025-51** shall remain in effect.

Board of Supervisors Consideration

Community Development finds that the proposed modification maintains the original intent of CUP 2025-51 while establishing a more practical and enforceable method of protecting County Road N2131 and surrounding properties during construction. The applicant remains responsible for construction-related impacts, and the County retains the ability to require appropriate corrective action.

The modification does not reopen or materially alter the underlying telecommunications facility previously approved under CUP 2025-51. Rather, the matter before the Board is the modification of the conditions governing construction-related road impacts and the addition of safeguards recommended through the review process.

The Planning and Zoning Commission has recommended approval by a **7-0 vote**, subject to Conditions 6 through 11 listed above.

Modification to Conditional Use Permit 2026-32 is now before the Apache County Board of Supervisors for final consideration and action.

Matthew Fish

Director, Apache County Community Development



Apache County
Community Development

Conditional Use Permit Condition(s)

MODIFIED 6-11

Name: Pinnacle Consulting

A.P.N. 101-35-011

Permit #2026-32 (2025-51)

1. Applicant shall obtain a valid Apache County address prior to building permit issuance.
2. Tower, fencing, and equipment shall be painted in muted, non-reflective earth-tone colors.
3. Applicant/contractors shall repair or restore any construction-related damage to "N" roads used for access.
4. All power and communication connections must comply with Navopache and Apache County code.
5. Upon discontinuance of use, the tower and equipment shall be removed within 12 months and the site restored to pre-construction conditions.
6. **The applicant shall be responsible for repairing any construction-related road damage to roads resulting from construction of the approved telecommunication facility. Apache County will require inspection, repair, or corrective measures necessary to ensure County Road N2131 is restored to a condition equal to or better than its preconstruction condition.**
7. **The applicant shall provide a \$10,000 performance bond for one year after the certificate of completion on the communication tower.**
8. **County Road N2131 will not be blocked by construction equipment during construction.**
9. **Dust control will be provided by the applicant during construction.**
10. **No private property will be damaged or trespassing on private property without prior authorization from the owner.**
11. **All other original CUP 2025-51 approved conditions shall remain.**

When recorded return to:

Planning & Zoning

2025-007448 2025-007448

Page 1 of 3

OFFICIAL RECORDS OF APACHE COUNTY, AZ

Larry Noble Recorder

12/02/2025 04:57 PM Recording Fee: \$0.00



APPLICATION

Caption

Cover Sheet

DO NOT REMOVE

This is part of an official document.



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

CONDITIONAL USE PERMIT APPLICATION

APPLICANT

Name Pinnacle Consulting
Mailing Address 1426 N Marvin St #101
Gilbert, AZ 85233
Contact Person Logan Williams
Phone (480) 529-6617 Fax (480) 664-9850
Email logan.williams@pinnacleco.net

PROPERTY INFORMATION

Assessor's Parcel # 101-35-011
Township 5N Range 31E Section 28
Subdivision N/A
Unit # N/A Lot # N/A
Address/Location COUNTRY RD. N2131 #32
Alpine, AZ 85920
Existing Zoning Agricultural
Existing Land Use Residential
Lot Size 5 acre

CONDITIONAL USE PERMIT REQUEST

Please provide a brief description of the request.
Proposed 185' wireless communication
facility of self support design. 50'x50'x6' chain
link fence, with 3 strand barbed wire.

Temporary Use: Yes ☒ No

SUBMITTAL CHECKLIST

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

CERTIFICATION & SIGNATURE

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

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

Signature of Applicant

Logan Williams Date 7/24/2025

Signature of Property Owner (if not the applicant)

Shard Stalling Simpson (Aug 1, 2025 16:13:03 PDT) Date 01/08/2025

OFFICE USE ONLY

Received By [Signature] Date 9/15/25
Receipt # 6809 Fee 500
Permit # 2025-51
Related Cases _____
Appeal Filed By _____ Date _____
Receipt # _____ Fee _____

COMMISSION ACTION

☒ Approved ☒ with Conditions ☐ Denied

Resolution # _____ Date _____
Chairman [Signature] Date 11/6/25

BOARD ACTION

☐ Approved ☐ with Conditions ☐ Denied

Ordinance # _____ Date _____
Supervisor [Signature] Date 12/2/25

December 1, 2021



Apache County
Community Development

Conditional Use Permit Condition(s)

Name: Pinnacle Consulting

A.P.N. 101-35-011

Permit #2025-51

1. Applicant shall obtain a valid Apache County address prior to building permit issuance.
2. Tower, fencing, and equipment shall be painted in muted, non-reflective earth-tone colors.
3. Applicant/contractors shall repair or restore any construction-related damage to "N" roads used for access.
4. All power and communication connections must comply with Navopache and Apache County code.
5. Upon discontinuance of use, the tower and equipment shall be removed within 12 months and the site restored to pre-construction conditions.
6. Applicant must obtain a written agreement with affected property owners addressing road access and responsibilities for road repair/maintenance during construction before construction may commence.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Community Development
Date/Signature: Aug 19/2026 Wanda Felt

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

CONSENT AGENDA: Request approval of a Zone Change permit application requested by Ryan Ellsworth, Fox Canyon LLC, to amend the Apache County Zoning Map by rezoning APNs 106-36-010F and 106-36-10G, located in Vernon, Arizona, from AG (Agricultural General) to C-1 (Light Commercial). The request will allow the continued operation of an existing Intensive Outpatient Recovery Center known as WayPoint Recovery in accordance with applicable Arizona laws and regulations governing State-licensed recovery care facilities. The Planning & Zoning Commission recommended approval on August 5, 2026.

Meeting Date Requested September 1, 2026

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

EXECUTIVE SUMMARY

ZONE CHANGE APPLICATION 2026-37

RYAN ELLSWORTH / FOX CANYON LLC – AGRICULTURAL GENERAL (AG) TO LIGHT COMMERCIAL (C-1)

Applicant: Ryan Ellsworth / Fox Canyon LLC

Property Owner: Fox Canyon LLC

Parcel Numbers: 106-36-010F and 106-36-010G

Total Acreage: Approximately 20.36 acres

Current Zoning: Agricultural General (AG)

Requested Zoning: Light Commercial (C-1)

Location: South side of U.S. Highway 60 near Vernon, Arizona

Ryan Ellsworth, on behalf of Fox Canyon LLC, is requesting approval of Zone Change Application 2026-37 to rezone approximately 20.36 acres consisting of Apache County Parcel Nos. 106-36-010F and 106-36-010G from Agricultural General (AG) to Light Commercial (C-1).

The subject property currently contains an existing drug and alcohol rehabilitation campus, including residential living areas, treatment facilities, recreational facilities, support buildings, mobile homes, and associated infrastructure. The applicant is not proposing a substantial change to the existing physical development of the property as part of this zone change. Rather, the purpose of the request is to bring the property's zoning designation into compliance with current State licensing requirements governing drug and alcohol rehabilitation facilities.

Community Development evaluated the request pursuant to Article 11 of the Apache County Zoning Ordinance, the applicable provisions governing the C-1 Light Commercial zoning district, the Apache County Comprehensive Plan, and the Vernon Community Plan. The property has direct access from U.S. Highway 60, and staff finds that the requested C-1 designation is consistent with the purpose of the Light Commercial district and the property's location along a major transportation corridor.

The applicant completed the required Citizen Participation process. County records identified only one property owner within 300 feet of the subject property, Cary Dobson. The applicant conducted the required neighborhood meeting with Mr. Dobson, who expressed no objection to the proposed rezoning. At the time of staff review, Community Development had received no written objections, and no agency comments were received that would prevent consideration of the requested zone change.

Staff evaluated the three findings required under Article 11 for an amendment to the Official Zoning Map and determined that the applicant satisfied the required criteria. Specifically, staff found that the request is consistent with the goals and policies of the Apache County Comprehensive Plan and generally consistent with the Vernon Community Plan; that the change supports the public health, safety, convenience, and welfare by allowing the continued operation of an existing behavioral health service in compliance with State requirements; and that the change is not expected to adversely affect the established character of the surrounding area or neighboring properties.

Planning and Zoning Commission Recommendation

The Apache County Planning and Zoning Commission considered Zone Change Application 2026-37 and voted 7-0 to recommend approval of the requested rezoning from Agricultural General (AG) to Light Commercial (C-1) to the Apache County Board of Supervisors.

Conditions

No special conditions were recommended by the Planning and Zoning Commission as part of the Zone Change. If approved, Parcel Nos. 106-36-010F and 106-36-010G will be rezoned to Light Commercial (C-1) and will be subject to the applicable requirements and development standards of the Apache County Zoning Ordinance.

Board of Supervisors Consideration

Community Development finds that the applicant has satisfied the procedural requirements and required findings established under Article 11 of the Apache County Zoning Ordinance for an amendment to the Official Zoning Map. The requested zoning designation is also consistent with the Apache County Comprehensive Plan and generally consistent with the Vernon Community Plan.

The Planning and Zoning Commission has recommended approval of Zone Change Application 2026-37 by a 7-0 vote.

Zone Change Application 2026-37 is now before the Apache County Board of Supervisors for final consideration and action.

Matthew Fish

Director, Apache County Community Development



APACHE COUNTY — Community Development Department
P.O. Box 238 • St. Johns, AZ 85936 • Phone: (928) 337-7527 • Fax: (928) 337-7633

ZONE CHANGE APPLICATION

APPLICANT

Name Fox Canyon, LLC
Mailing Address 580 E Old Linden Rd
Suite 1
Show Low, AZ 85901
Contact Person Ryan Ellsworth
Phone 520-709-1192 Fax _____
Email Fox canyon homes@gmail.com
Status (Owner, Lessee, Agent, etc.) Owner

PROPERTY INFORMATION

Assessor's Parcel # 106-36-010 F&G
Township 10 Range 25 Section 14&15
Subdivision _____
Unit # _____ Lot # _____
Address/Location _____
Lot Size 10⁺ acres, 10⁺ acres, 260⁺ acres

USE

Existing Zone A General
Requested Zone C-1
Existing Use of the Property Alcohol & Drug
Rehabilitation Facility
Proposed Use of the Property Alcohol & Drug
Rehabilitation Facility

SUBMITTAL CHECKLIST

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

CERTIFICATION & SIGNATURE

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

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

Signature of Applicant

[Signature] Date 3/30/26

Signature of Property Owner (if not the applicant)

[Signature] Date 3/30/26

OFFICE USE ONLY

Received By [Signature] Date 6/24/26
Receipt # 3646 Fee \$600
Permit # 2026-37
Related Cases _____
Appeal Filed By _____ Date _____
Receipt # _____ Fee _____

COMMISSION ACTION

☒ Approved ☐ with Conditions ☐ Denied

Commissioner [Signature] Date 8/5/26

BOARD ACTION

☐ Approved ☐ with Conditions ☐ Denied

Supervisor _____ Date _____

8/20/2018

[illegible]

D. Allen Foster

EXPIRES 9-30-26

Bar Measures 1 inch

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Superior Court

Date/Signature: _____

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

Superior Court: Request approval for the FY26 Field Trainer Application in the amount of \$25,000. These funds help cover the salary of the Courts Field Trainer. The State regulates these funds and requires this application submission each fiscal year, as well as a final accounting at the end of that fiscal year. The requested amount is within the Court's budget.

BOS Meeting Date Requested: September 1, 2026

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

← Back (<https://arizonasupremecourt.submittable.com/submit>)

§ Emily Boddeker ▾

🔍 (<https://www.submittable.com/help/submitter?orgId=23095>) 🔍



(<https://www.azcourts.gov/>)

f X in

Follow

Field Trainer

The Traffic Case Processing Fund is established in ARS §441-2421 (K) (<https://www.azleg.gov/ars/41/02021.htm>) to administer the Defensive Driving Program and to improve traffic case processing.

A.R.S. § 28-3398 – to administer the Defensive Driving Program and to improve traffic case processing. Funds are available on a matching basis for a countywide Field Trainer position in each county up to a maximum award of \$25,000, for salary, ERE, and other related costs.

Field Trainers provide essential business processing, system support and on-site training for every ACAP limited- and general jurisdiction court. See [Administrative Order No. 2](http://ajinweb/csd/CMU/Grants/TCPF%20-%20AZTEC/AO%20Defensive%20Driving%202000-84.pdf) (<http://ajinweb/csd/CMU/Grants/TCPF%20-%20AZTEC/AO%20Defensive%20Driving%202000-84.pdf>) 000-84 (<http://ajinweb/csd/CMU/Grants/TCPF%20-%20AZTEC/AO%20Defensive%20Driving%202000-84.pdf>).

👤 [Manage Collaborators](#)

What is the name of the court: (required)

Superior Court

14 / 300 characters

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

County (required)

Apache

Your Title: (required)

Finance Coordinator

Your Phone Number: (required)



(928) 333-6408

Are you the primary contact? (required)

☐ Yes

☐ No

Project Start Date (required)

7/1/2026

If funding is approved, what is the start date for this project? As a reminder, the FY at the AOC runs from July 1 - June 30th.

Project End Date (required)

06/30/2027

Please indicate the proposed completion date for this project. Keep in mind the time needed to finish the project, process invoices, allow for delays, etc. As a reminder, the FY at the AOC runs from July 1 - June 30th.

Have you applied/will you apply to other funding programs for this project? (required)

☐ Yes

☐ No

The Court's Field Trainer Funds are requested for: (required)

☐ New Project

☐ Continue Project: Time, Money, or Additional staff

Field Trainer Name (required)

First Name (required)

Brittany

Last Name (required)

McNeil

Date of Hire for Field Trainer (required)

10/28/2019

Budget Information

Amount of Field Trainer Funding Requested: (required)

\$ USD

Request cannot exceed \$25,000.

Budget Detail (required)

	A	B	C
1	Expenditure Detail	Actual Cost	Requested New Funding
2	Salary	70000.00	20000.00
3	ERE	37000.00	5000.00
4	Other**		
5	Total	107000	25000

Enter the actual costs for the position in Column B. Enter the amount the court is requesting for each category in Column C. The total of Requested New Funding in Column C should not exceed \$25,000.

Do NOT enter any dollar signs (\$) or alpha/special characters into the table. Doing so will prevent the table from accurately calculating your totals.

Other Breakdown**

If costs and requested funding in the table above are included in the "Other**" category, provide a description and cost details for these expenses (i.e., phone, travel, training, etc.).

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

Please note: Funding is contingent upon the availability of state funds and the continued annual approval of funding for the field trainer program by the COMMISSION ON TECHNOLOGY (COT).

Matching Funds Source (required)

A	B	C	D

1	Name of Court	Funding Source: General, Local JCEF, MFTG	Committed Funding	Local Balance
2	Superior Court	General	82000.00	
3				
4				
5				
6				
7				
8				
9				

The court must detail the matching funds it has committed to the Field Trainer position, up to the maximum allowable grant of \$25,000. Funds may be committed from general operating accounts, Local JCEF, Municipal Fill the Gap, or any other available sources. For Local JCEF and Municipal FTG, an approval of the Field Trainer application will also constitute an approval to use those JCEF and Muni FTG funds.

For Fill the Gap monies from the Superior and Justice Courts, an approval of the Field Trainer application will serve only as preliminary consideration of those FTG amounts. The court cannot expend those Fill the Gap funds until they are approved in the court's annual FTG application, which must be filed separately.

Do NOT enter any dollar signs (\$) or alpha/special characters into the table. Doing so will prevent the table from accurately calculating your totals.

Amount of LJCEF funds requested (required)

\$ USD

Indicate the amount of local (5% set-aside monies) including any carryover from the prior year the court is requesting authorization to expend.

Is this amount more than the court's current available LJCEF balance? (required)

☐ Yes

☐ No

Local JCEF Balance (Court Portion) (required)

\$ USD

Report here your current balance of LJCEF (5% set-aside) funds including any carryover from the prior year.

LJCEF Balance Effective (Certified by Local Finance) As of: (required)

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

My LJCEF Balance (5% funds) relies on projections for the next fiscal year. (required)

☐ Yes

☐ No

LJCEF Balance (5% projections) Documentation

Choose File

Upload a file. No files have been attached yet.

Acceptable file types: .csv, .doc, .docx, .odt, .pdf, .rtf, .txt, .wpd, .wpl, .gif, .jpg, .jpeg, .png, .svg, .tif, .tiff, .adoc, .ai, .bbl, .dae, .dwg, .eps, .fbx, .fdx, .heif, .hevc, .iba, .ibooks, .kml, .kmz, .ltx, .mpp, .mpx, .psd, .step, .stl, .stp, .tex, .vdx, .vst, .vss, .vst, .vsx, .vtx

Please upload a breakdown of projections of the 5% LJCEF funds only if you're using projections for those LJCEF funds.

Invite all the required signatories as collaborators to this form.

Please follow the steps outlined in [this](https://submittable.help/en/articles/3654810-how-can-i-invite-people-to-collaborate-with-me-on-a-submission) (<https://submittable.help/en/articles/3654810-how-can-i-invite-people-to-collaborate-with-me-on-a-submission>) [help video](https://submittable.help/en/articles/3654810-how-can-i-invite-people-to-collaborate-with-me-on-a-submission) (<https://submittable.help/en/articles/3654810-how-can-i-invite-people-to-collaborate-with-me-on-a-submission>) to invite your signatory to the system to provide their digital signature below, by typing their name and title in the fields provided.

Signatures of Submitting Parties:

The undersigned acknowledge they have reviewed the proposal and it meets with their approval. I certify that this request for funding has been discussed with administrative staff and judicial offices in the county. **At a minimum, the Presiding Judge and Field Trainer Supervisor must sign the application along with courts providing matching funds.**

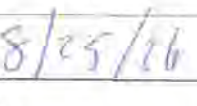
NOTE: To sign, submitters will share this application with the Presiding Judge of the County, the Clerk of the Court of the County, the Chair of the Board of Supervisors, and if applicable the courts with matching funds for their approval prior to adding in their names and dates in the fields provided. The AOC does not require wet signatures.

Submitters:

- Use the collaborator feature to share this application with signatories.
- Alternately, you may save a draft, download that draft and present to all required signatories.
- You would then upload the scanned application back into the portal and submit for review.

Scanned copies may consist of the board of supervisor minutes approving the application or other approval documentation that speaks to the specific application.

Signature Approval (required)

	A	B	C	D
1				
2	Presiding Judge, Superior Court	Date	Designated Field Trainer Supervisor	Date
3				
4	Clerk of the Court, Superior Court (If required)	Date 	County Board of Supervisors (If required)	Date

To sign, collaborators simply type their information above their corresponding title/position.

Participating Courts Providing Matching Funds (required)

	A	B	C	D
1		Signature: Presiding Judge, Justice of the Peace, Magistrate	Court Name	Date
2	1 Butch Gurnat		St. Johns Justice Court	8/25/26
3	2			
4	3			
5	4			
6	5			
7	6			
8	7			
9	8			

To sign, collaborators simply type their information above their corresponding title/position. Do NOT enter any dollar signs (\$) or alpha/special characters into the table. Doing so will prevent the table from accurately calculating your totals.

Signature Authorization Upload

Choose File

Select up to 10 files to attach. No files have been attached yet. You may add 10 more files.

Acceptable file types: .csv, .doc, .docx, .odt, .pdf, .rtf, .txt, .wpd, .wpf, .gif, .jpg, .jpeg, .png, .svg, .tif, .tiff

If Signatories have difficulty with the process of signing the application via the Collaboration feature, you may upload a copy of their signature or authorization to submit the application here. Ensure there is wither a signature affixed above or an authorization uploaded here for all signatories.

PLEASE DO NOT SUBMIT THIS APPLICATION UNTIL YOUR COLLABORATORS HAVE HAD THE OPPORTUNITY TO REVIEW THE INFORMATION AND SIGNED WHERE NEEDED

Save Draft

Submit

✓ Last Saved 12 minutes ago

Drafts may be visible to the administrators of this program.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Michael Latham, Presiding Judge

Date/Signature: _____

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

Request approval for the FY26 Fill the Gap Grant Application in the amount of \$21,066 (\$15,316 State Grant and \$5750 Local Funding). These funds are generated from court fines and fees and set aside for necessary court operations within Apache County. The State regulates these funds and requires this application submission each fiscal year, as well as a final accounting at the end of that fiscal year. The requested amount is within the Court's budget.

BOS Meeting Date Requested September 1, 2026

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

← Back (<https://arizonasupremecourt.submittable.com/submit>)

§ Emily Boddeker ▾

ⓘ (<https://www.submittable.com/help/submitter?orgId=23095>) ⓘ



(<https://www.azcourts.gov/>)

f X in

Follow

Fill the Gap

Purpose: The purpose of the criminal case processing and enforcement improvement fund is to improve the processing of criminal cases in the superior courts and the justice courts and the enforcement of court orders, including the collection of court-ordered fees, fines, penalties, assessments, sanctions and forfeitures. State aid for the courts fund and the local assistance funds provides state aid to the superior court, including the clerk of the superior court, and justice courts for the processing of criminal cases.

Refer to [A.R.S. 12-102](https://www.azleg.gov/ars/12/00102-02.htm), (<https://www.azleg.gov/ars/12/00102-02.htm>)02, [A.R.S. 41-2421](https://www.azleg.gov/ars/41/02421.htm), (<https://www.azleg.gov/ars/41/02421.htm>) and [ACJA 5-107](https://www.azcourts.gov/Portals/0/admcode/pdfcurrentcode/5-107.pdf) (<https://www.azcourts.gov/Portals/0/admcode/pdfcurrentcode/5-107.pdf>) for more information.

NOTE: This is not an application for Municipal Courts, there is a separate application in the portal for municipal courts.

[Manage Collaborators](#)

What is the name of the court: (required)

Apache County Superior Court

28 / 300 characters

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

County (required)

Apache

X ▾

Your Title: (required)

Finance Coordinator

Your Phone Number: (required)



+1 928 333 6408

Are you the primary contact? (required)

☐ Yes

☐ No

Project Title (required)

ACAP Device Fees

Provide a brief descriptive title for this project.

Project Start Date (required)

07/01/2026

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

Project End Date (required)

06/30/2027

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

Have you applied/will you apply to other funding programs for this project? (required)

☐ Yes

☐ No

The Court's Fill the Gap funds are requested for: (required)

☐ New Project

☐ Continue Project: Time, Money or Additional Staff

GPT #: Reference number if known on continued project

2604FTG001

Budget Information

Amount of State Fill the Gap funds requested: (required)

\$

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

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

\$ USD

Indicate the amount of local (5% set-aside monies) FTG funds, **including any carryover** from the prior year the court is requesting authorization to expend.

Is this amount more than the court's current available balance? (required)

☐ Yes

☐ No

Local Balance (Court Portion): (required)

\$ USD

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

Local Balance Effective (Certified by Local Finance) As Of: (required)

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

☐ **My Local Balance (5% funds) relies on projections for the next FY**

If you're calculating your balance of local funds using **projections** for the following fiscal year, **please check the box.**

Local Balance (5% projections) Documentation

Choose File

Upload a file. No files have been attached yet.

Acceptable file types: .csv, .doc, .docx, .odt, .pdf, .rtf, .txt, .wpd, .wpf, .gif, .jpg, .jpeg, .png, .svg, .tif, .tiff, .xls, .xlsx

Please upload a breakdown of projections of the 5% local funds **only** if you're using **projections** for those local 5% funds.

Total Amount of Application Request (required)

\$ USD

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

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

Include project title, amount of the award, project dates

Project Information

Brief Description of Project and Expected Outcomes: (required)

Funding will offset the rising cost of ACAP device fees. An average of new case totals is taken for the previous 3 fiscal years, then the percentage of criminal cases is determined based on these numbers. We then take the criminal percentage of the projected ACAP fees for the upcoming year, subtract the current FTG application amount which leaves the difference as what can be requested for local funds.

Describe the purpose of the project, why it is needed, and the expected results and benefits for the court. Be sure to include a clear connection to the criteria of improving criminal case processing. **NOTE:** For courts with multiple projects, list each individual project, including a descriptor, the expected outcomes and the clear connection between the project and how it addresses the criteria of improving criminal case processing.

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

List the project's performance measures: (required)

B *I* U    

Funds are strictly used for ACAP device fees for Superior Court and Clerk of Court.

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

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

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

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

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

Budget Information

Overall Budget Detail*

A

B

C

D

1	-	Department (See options below)	Category (See options below)	Amount Requested
2	1	Superior Court	Other Operating	13507.00
3	2	Clerk of Court	Other Operating	7863.00
4	3			
5	4			
6	5			
7	6			
8	7			
9	8			

* Please identify:

Department: Superior Court; Justice Court; Clerk of Court

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

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

LIST IN THIS TABLE EVERYTHING THAT IS INCLUDED IN THE TOTAL FTG PLAN. THE TOTAL AMOUNT OF THIS TABLE MUST MATCH THE AMOUNT ENTERED IN THE "TOTAL AMOUNT OF APPLICATION REQUEST" FIELD ABOVE.

Itemized Personnel Detail*

	A	B	C	D	E
1	-	Department (See options below)	# of Positions	Position Descriptors	Salary & ERE
2	1	N/A			
3	2				
4	3				
5	4				
6	5				
7	6				
8	7				
9	8				
10	9				

*Please Identify:

Department: Superior Court; Justice Court; Clerk of Court

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

INCLUDE HERE THE DETAILED LIST OF POSITIONS SUPPORTED BY THE FTG PLAN. THE TOTAL DOLLAR AMOUNT LISTED IN THIS TABLE MUST MATCH THE TOTAL DOLLAR AMOUNT OF "PERSONNEL" ITEMS LISTED IN THE OVERALL BUDGET

ABOVE. ADDITIONALLY, THE TOTAL NUMBER OF POSITIONS LISTED HERE MUST MATCH THE NUMBER OF POSITIONS IDENTIFIED IN THE PROJECT DESCRIPTION ABOVE.

Itemized Equipment Detail*

	A	B	C	D
1	-	Department (See options below)	Type of Equipment	Amount
2	1	Superior Court	ACAP Devices	13507.00
3	2	Clerk of Court	ACAP Devices	7863.00
4	3			
5	4			
6	5			
7	6			
8	7			
9	8			
10	9			

Please Identify:

Department: Superior Court; Justice Court; Clerk of Court

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

INCLUDE HERE THE DETAILED LIST OF EQUIPMENT TO BE PURCHASED OR MAINTAINED BY FTG FUNDS. THE TOTAL DOLLAR AMOUNT LISTED IN THIS TABLE MUST MATCH THE TOTAL DOLLAR AMOUNT OF "EQUIPMENT" ITEMS LISTED IN THE OVERALL BUDGET ABOVE. ADDITIONALLY, THE EQUIPMENT LISTED HERE MUST MATCH THE EQUIPMENT ITEMS IDENTIFIED IN THE PROJECT DESCRIPTION ABOVE.

Signatures of Submitting Parties:

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

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

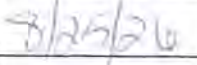
Submitters:

- Use the collaborator feature at the top of the application form to share this application with signatories.
- Alternately, you may save a draft, download that draft and present to all required signatories.
- You would then upload the scanned signed application back into the portal using the upload option below, and then submit for review.

Instructions for Submitter on Obtaining Board of Supervisors Approval

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

Signature Approval

		B	C	D
1				
2	Presiding Judge, Superior Court (Type Name Above)	Date	Clerk of the Superior Court (Type Name Above)	Date
3				
4	Presiding Justice of the Peace (Type Name Above)	Date	County Board of Supervisors (Type Name Above)	Date

Please upload any supporting documents

Choose File

Select up to 11 files to attach. No files have been attached yet. You may add 11 more files.

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

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

OBJECTION to the application

NOTE: Should any of the required signatories not be in agreement with this application for any reason, please state objection here. Include the name, title, and entity objecting to the FTG plan.

Additional Signatures - Not required

Should a court need to include any additional signatures per their local policy, you may include those in the table below.

NOTE: These are not required signatures for AOC processing of the application. The required signatures per statute are the ones identified in the signature section above.

Additional Signatures

	A	B	C	D
1		Name	Position	Date
2	1			
3	2			
4	3			
5	4			
6	5			
7	6			
8	7			
9	8			
10	9			

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

Save Draft

Submit

✓ Last Saved a few seconds ago

Drafts may be visible to the administrators of this program.


[Technical Help \(https://www.submittable.com/help/submitter?orgId=23095\)](https://www.submittable.com/help/submitter?orgId=23095) |
 [Privacy Policy \(http://www.submittable.com/privacy\)](http://www.submittable.com/privacy)


[Powered by Submittable \(https://www.submittable.com/what-is-submittable/?ref=poweredby\)](https://www.submittable.com/what-is-submittable/?ref=poweredby)
 2026

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

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

Megan Hill/Elections Department

Date/Signature: 8-17-2024 M Hill

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

1. Discussion and possible approval of Election Systems & Software Sales Order Agreement #5479, in the amount of \$287,925.00, to purchase 55 ExpressVote 3 machines.

BOS Meeting Date Requested September 1, 2026

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



11208 JOHN GALT BLVD
OMAHA, NE 68137-2364
(402) 593-0101
Email: Legal@essvote.com

Sales Order Agreement

B.O. #: 5479

1st Election Date: November 3, 2026

Estimated Delivery Date: September 2026

Phone Number: 928-337-7604

Email Address: mhill@apachecountyaz.gov

Customer Contact, Title: Megan Hill - Elections Director

Customer Name: Apache County, Arizona

Bill To:

Apache County, Arizona

Megan Hill - Elections Director

P.O. Box 428

St Johns, AZ 85936

Ship To:

Apache County, Arizona

Megan Hill - Elections Director

75 W. Cleveland Street

St Johns, AZ 85936

Item	Description	Qty	Price	Total
1	ExpressVote 3 BMD ExpressVote Universal Voting System: ExpressVote 3 with Internal Backup Battery, One (1) 8GB CFast Card, ADA Keypad, and Power Supply with AC Cord	55	\$4,885.00	\$268,675.00
2	ExpressVote 3 BMD ADA Headphones	55	\$5.00	\$275.00
3	ExpressVote 3 BMD Rolling Case	55	\$250.00	\$13,750.00
4	ExpressVote 3 BMD Equipment Installation	55	\$155.00	\$8,525.00
5	Trade-In Allowance Equipment Being Traded-In by Customer Includes: 55 - ExpressVote BMD	1	(\$5,500.00)	(\$5,500.00)
6	Shipping Shipping & Handling	1	\$2,200.00	\$2,200.00
Order Total				\$ 287,925.00

Susan Parmer
Regional Sales Manager

Customer Signature

Date

V.P. of Finance

Date

Title

Payment Terms

\$143,962.50 of Order Total will be invoiced upon Contract Execution.

\$143,962.50 of Order Total will be invoiced as Equipment is provided to Customer.

Invoices are due net 30 from invoice date.

Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.

Warranty Period (Years):

One (1) Year from Equipment Delivery

Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period)

The terms, conditions, and pricing for the Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto

SEE GENERAL TERMS

GENERAL TERMS

1. Definitions:

All capitalized terms used, but not otherwise defined, in these Hardware Purchase and Software License Terms ("General Terms") or in an Exhibit shall have the following meanings:

- a. "Documentation" means any and all written or electronic documentation furnished or generally made available to Customer by ES&S relating to the ES&S Hardware and ES&S Software, including any operating instructions, user manuals or training materials.
- b. "ES&S Firmware" means ES&S' proprietary software which is installed on the ES&S Hardware.
- c. "ES&S Hardware Maintenance Services" and "ES&S Software License, Maintenance and Support Services" means those services described on Exhibit A.
- d. "ES&S Software" means the ES&S Software and ES&S Firmware as set forth on the front side of this agreement.
- e. "ES&S Hardware" means ES&S's proprietary vote tabulation hardware set forth on the front side of this Agreement.
- f. "Software" means ES&S Software and Third-Party software.
- g. "Third-Party Items" means hardware and software manufactured and developed by parties other than ES&S.

2. **Hardware Purchase and Software License Terms.** Subject to the terms and conditions of this Sales Order Agreement ("Agreement"), ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Hardware and ES&S Software described on the front side of this Agreement. The payment terms for the ES&S Hardware and ES&S Software are set forth on the front side of this Agreement. The consideration for ES&S' grant of the license during the Initial License Term for the ES&S Firmware is included in the cost of the ES&S Hardware.

a. **Hardware Purchase.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell, and Customer agrees to purchase, the ES&S Hardware. Title to the ES&S Hardware shall pass to Customer when Customer has paid ES&S the total amount set forth on the front side of this Agreement for the ES&S Hardware.

b. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time or temporary employees to use the ES&S Software and the Documentation in the Jurisdiction while Customer is using the ES&S Hardware and timely pays the applicable annual ES&S Software License, Maintenance and Support Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Hardware and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction.

3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

- a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;
- b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent;
- c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent;
- d. Cause or permit any review, testing, examination, or audit of the ES&S Software without ES&S' prior written consent; or
- e. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

4. **Term of Licenses.** The licenses granted in Section 2(b) shall commence upon the delivery of the ES&S Software described in Section 2(b) and shall continue for a one (1) year period (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the front side of this Agreement. The license terms for any License Renewal Term shall be set forth on Exhibit A. ES&S may terminate any of the licenses granted hereunder if Customer fails to pay the consideration due for, or breaches Sections 2(b), 3, or 9 with respect to, such licenses. Upon the termination any of the licenses granted in Section 2(b) for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

5. **Updates.** During the Initial License Term or any License Renewal Term for which Customer has paid the associated renewal fees, ES&S may provide new releases, upgrades, or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule solely defined by ES&S. Customer is solely responsible for obtaining and purchasing any upgrades or Third-Party Items required to operate the Updates, as well as the cost of any replacements, retrofits or modifications to the ES&S Hardware which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Updates

to the ES&S Firmware will be incorporated by ES&S into a regularly scheduled preventative maintenance event at no additional charge to Customer. If Customer requests installation of an Update at a time other than a regularly scheduled preventative maintenance event, then Customer shall execute and deliver to ES&S a purchase order therefore and ES&S shall charge Customer accordingly for such installation. ES&S shall also charge Customer at its then-current rates to: (i) train Customer on Updates, if such training is requested by Customer and (ii) if applicable, provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Notwithstanding the foregoing, Customer shall pay ES&S to install all ES&S Software Updates. If applicable, Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install the most recent Update provided to it by ES&S. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following:

- (i) the total cost of any Third-Party Items that are required in order to operate the Updates;
- (ii) the total cost of any replacements, retrofits or modifications to the ES&S Hardware contracted for herein that may be developed and offered by ES&S in order for such ES&S Hardware to remain compliant with applicable laws and regulations; and
- (iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or ES&S Hardware and/or ES&S Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

6. **Delivery; Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Hardware and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Hardware and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement have been paid by Customer.

7. Warranty.

a. **ES&S Hardware/ES&S Software.** ES&S warrants that for a one (1) year period (the "Warranty Period"), it will repair or replace any component of the ES&S Hardware or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Hardware components that are consumed in the normal course of operating the ES&S Hardware, including, but not limited to, headphones and headphone protective covers, protective coatings, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"). ES&S may modify and make available additional Consumables as they may become available from time to time. The Warranty shall not include the repair or replacement of any ES&S Hardware due to cosmetic damages, including, but not limited to, screen cracks, scratches, dents and broken plastic or any defects resulting from normal wear and tear. ES&S has no obligation under this Agreement to assume the obligations under any existing or expired warranty for a Third-Party Item. Any repaired or replaced item of ES&S Hardware or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Hardware or ES&S Software will become the property of ES&S. This warranty is effective provided that (i) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the ES&S Hardware or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (iii) the ES&S Hardware or ES&S Software to be repaired or replaced has been maintained or repaired by an individual other than an authorized representative of ES&S (IV) the ES&S Hardware or ES&S Software to be repaired or replaced has not been used, displayed, disseminated, transferred, loaned, disassembled, dismantled, modified, and/or tampered with by a third party without ES&S prior written consent (V) the ES&S Hardware or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, liquid contact, use of adhesive materials on ballots, use which is not in accordance with the Documentation or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders, epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (VI) Customer has installed and is using the most recent Update provided to it by ES&S. This warranty is void for any units of hardware which: (i) have not been stored or operated in a temperature range according to their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. Upon expiration of the Warranty Period, Customer shall be entitled to receive Hardware Maintenance and Software Maintenance and Support Services, the terms of which are set forth on Exhibit A.

b. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 7(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY HARDWARE, SOFTWARE, THIRD-PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM PURCHASED, LEASED, RENTED

AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

8. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special, or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any hardware, software or services not provided by ES&S and used with the ES&S Hardware or ES&S Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.

9. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation provided by ES&S, the design and configuration of the ES&S Hardware and the format, layout, measurements, design, and all other technical information associated with the ballots to be used with the ES&S Hardware. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Hardware, the ES&S Software, the Documentation, and ballots that are provided, and all permitted copies of the foregoing.

10. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

11. **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

12. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by commercial overnight courier (with written verification of receipt) or (d) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses or email address set forth on such signature page unless other names or addresses are provided by either or both parties in accordance herewith.

13. **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due to ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

14. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S or any business operations thereof to a successor who has asserted its intent to continue the applicable business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

15. **Compliance with Laws.** ES&S warrants to Customer that, at the time of delivery, the ES&S Hardware and ES&S Software sold and licensed under this Agreement will comply with all applicable requirements of federal and state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. The ES&S Hardware and ES&S Software, including all components will be provided to Customer with a hardened network in accordance with the guidelines of the United States Election Assistance Commission. In the event Customer fails to maintain the ES&S Software in the hardened network or allows any internal or external access to the hardened network, Customer agrees to indemnify and hold harmless ES&S from and against any and all claims, damages, losses, liens, obligations, liabilities, judgments, assessed damages, costs, expenses (including reasonable attorney's fees) and the like arising out of or related to the Customer's breach of its obligations hereunder.

16. **Voting System Reviews.** In the event that the Jurisdiction or the State require any future reviews or examinations ("Reviews") of current or previous versions of state-certified ES&S voting systems or components thereof that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the ES&S Software and/or ES&S Hardware licensed and sold hereunder, Customer shall be responsible for:

(i) Customer's pro-rata share of such Review costs;

(ii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Hardware and/or ES&S Software that may result from such Reviews; and

(iii) the total cost of any Third-Party Items that are required in order for the ES&S Hardware and/or ES&S Software to satisfy any new requirements resulting from such Reviews in order to remain certified.

Customer's pro-rata share of the costs included under subsections 16(ii) and 16(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Hardware and/or ES&S Software purchased and licensed by Customer under this Agreement.

17. **Customer Enhancements.** In the event that Customer requests any future enhancements of the ES&S Hardware and/or ES&S Software ("Enhancements"), such requests shall be submitted in writing to ES&S. ES&S will evaluate each of the Enhancements to determine if any of such Enhancements are technologically feasible, commercially reasonable and consistent with ES&S's security protocol and procedures. In the event that ES&S determines that any of such Enhancements meet the foregoing requirements, then ES&S shall prepare a scope of work which shall include an estimated timeline and the estimated costs for design, development, testing, certification and implementation of such Enhancements (the "SOW"). ES&S shall provide the SOW to Customer for review and written approval. After ES&S's receipt of written approval of the SOW by Customer, ES&S shall prepare a written change order for Customer's execution. ES&S shall solely own and retain any and all intellectual proprietary rights in any Enhancements developed and provided to Customer.

18. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors, and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form, or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing hardware, software, and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the hardware, software, or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(b), 8-9, 12, 13(b), 14-16, and 18 of these General Terms shall survive any termination or expiration of this Agreement, to the extent applicable.

EXHIBIT A
ES&S HARDWARE MAINTENANCE AND
SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES
(POST-WARRANTY PERIOD)

ARTICLE I
GENERAL

1. **Term; Termination.** This Exhibit A for ES&S Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Initial Post-Warranty Term"). Upon expiration of the Initial Post-Warranty Term, this Exhibit A shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least sixty (60) days prior to the end of the Initial Post-Warranty Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the ES&S Hardware Maintenance Services contemplated hereunder, (d) the date on which the ES&S Hardware or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(b), 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide ES&S Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the ES&S Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Post-Warranty Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Post-Warranty Term are due as set forth on Schedule A1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 10% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for any Add-On units or New Products during the Initial Post-Warranty Term or any Renewal Period thereof, ES&S will charge incremental Software License, Maintenance and Support Fees for any Add-On units or New Products purchased by Customer at the then-current applicable rates at the time.

ARTICLE II
HARDWARE

1. **Maintenance Services.** The ES&S Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S Hardware set forth on Schedule A1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services". Routine Maintenance Services shall be provided once each **Twelve**

(12) Months during the Initial Post-Warranty Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Hardware components that are consumed in the normal course of operating the ES&S Hardware, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"). ES&S may modify and make available additional Consumables as they may become available from time to time. Customer may request that Routine Maintenance Services be performed more than once during the Initial Post-Warranty Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the ES&S Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) use, modification, dismantling, disassembly, or transfer to third party without ES&S' prior written consent, (3) accident, theft, vandalism, neglect, abuse, liquid contact, use of adhesive materials on ballots or use that is not in accordance with instructions or specifications furnished by ES&S or (4) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"), or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for ES&S Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide ES&S Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for ES&S Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days within the Term for which such fee was paid and the denominator of which is the total number of days within the Term.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Post-Warranty Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide ES&S Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all ES&S Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environmental Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Products' Documentation.

f. **Reinstatement of ES&S Hardware Maintenance Services; Inspection.** If the Initial Post-Warranty Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving ES&S Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any ES&S Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice, therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any ES&S Hardware Maintenance Services with respect to such Product(s).

ARTICLE III

SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software, to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During the Initial Post-Warranty Term, or any renewal or extension thereof, ES&S may continue to provide Updates in accordance with the terms of Section 5 of the General Terms. Unless otherwise agreed to by the parties, and subject to Customer's prior execution of a purchase order therefor, ES&S shall install ES&S Firmware Updates in accordance with Section 5 of the General Terms. ES&S shall install such ES&S Firmware Updates in conjunction with a scheduled Routine Maintenance Services event provided Customer is subscribing to and has paid for ES&S' hardware maintenance services which include Routine Maintenance Services. Customer shall pay ES&S to install all ES&S Firmware Updates which are requested to be installed outside of a scheduled Routine Maintenance Services event or in the event the Customer has not subscribed to ES&S' hardware maintenance services which include Routine Maintenance Services. Notwithstanding the foregoing, Customer shall pay ES&S to install all election management software Updates.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) use, modification, dismantling, or transfer to third party without ES&S' prior written consent, (c) accident, theft, vandalism, neglect, abuse, liquid contact or use that is not in accordance with the Documentation, (d) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (e) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (f) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software and/or Third-Party Items or any services required in order to replace the same as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title, and interest in and to all corrections, programs, information, and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information, and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Post-Warranty Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Initial Post-Warranty Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

Schedule A1
Pricing Summary

<u>Sale Summary:</u>		
Description	Refer To	Amount
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	\$9,350.00
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	\$5,775.00
Total Maintenance Fees for the Initial Post-Warranty Term:		\$15,125.00
<u>Terms & Conditions:</u>		
Note 1: Any applicable state and local taxes are not included and are the responsibility of Customer.		
Note 2: <u>Invoicing and Payment Terms are as Follows:</u>		
ES&S shall Invoice Customer annually for each year of the Initial Post-Warranty Term.		
Payment is due before the start of each period within the Initial Post-Warranty Term.		

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Initial Post-Warranty Term: Expiration of the Warranty Period through the first anniversary thereof

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee in Total
55	ExpressVote 3 BMD	Year 1	\$170.00	\$9,350.00
Total Hardware Maintenance Fees for the Initial Post-Warranty Term				\$9,350.00

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period shall be 55% of the then current maintenance fee per unit under this Exhibit A.

Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.

Note 3: Customer's Designated Location: Apache County, Arizona

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

ES&S Hardware Maintenance Services Provided by ES&S Under this Schedule A1

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
 - Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
 - Service performed by an ES&S trained and certified technician.
 - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
 - Replacement of worn or defective parts with new or remanufactured federally and state certified parts.
 - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
 - Use of a checklist tailored for each piece of ES&S Tabulation Hardware.
5. Repair Services.
 - Customer will receive coverage for interim repair calls.

- Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to Customer's location if such repairs are not election critical.
- A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

Note: Except for those ES&S Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other ES&S Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
FIRMWARE**

Initial Post-Warranty Term: Expiration of the Warranty Period through the first anniversary thereof

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee in Total
55	ExpressVote 3 BMD	Year 1	\$105.00	\$5,775.00
Total Firmware License, Maintenance and Support Fees for the Initial Post-Warranty Term				\$5,775.00

Software License, Maintenance and Support Services Provided by ES&S under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

Note: Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

Software License, Maintenance and Support and ES&S Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer shall have completed a full software training session for each product selected.
 - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
 - Customer shall have the ability to install hardware firmware and make changes to date and time settings.
 - Customer shall have the ability to change accessible consumable items on hardware. Any other changes made by the customer must be pre-approved in writing by ES&S.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall be responsible for the installation and integration of any third-party hardware or software application or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.
4. Customer shall be responsible for data extraction from Customer's voter registration system.

5. Customer shall be solely responsible for implementation of any physical, network or other security protocols which are necessary for the proper operation of the ES&S Equipment and ES&S Software.
6. Customer shall be responsible for the acceptance of the ES&S Hardware and ES&S Software, unless otherwise agreed upon, in writing, by the parties.
7. Customer shall be responsible for the design, layout, set up, administration, maintenance, or connectivity of the Customer's network.
8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Hardware and Software.
9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date time stamp

Submitter's Name: Attorney's Office

Date/Signature: 8/25/26

Describe in detail what you want to say to the Board and what action you want the Board to take: FOR
CONSENT AGENDA – Ratification of the FY2027 Victims Compensation Grant VC-27-001 from the Arizona
Criminal Justice Commission.

BOS Meeting Date Requested: 9/1/2026

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature:

Finance Review:

Signature:

Human Resources Review: N/A

Signature:

Other Review: N/A

Signature:

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

Approved by the BOS Oct. 20, 2015



Arizona Criminal Justice Commission

August 17, 2026

Chairperson

STEVE STAHL, Chief
City of Maricopa, Police Department
(Retired)

Vice-Chairperson

DAVID RHODES
Yavapai County Sheriff

JENNIFER ALLEN
County Supervisor

AMMON D. BARKER
Coconino County Attorney

DAVID BYERS, Director
Administrative Office of the Courts

SEAN P. CONNOLLY, Chief
City of Flagstaff Police Department

LAURA CONOVER
Pima County Attorney

JEFFREY GLOVER, Director
Department of Public Safety

BRIAN J. ISSITT, Chief
City of Goodyear Police Department

KRIS MAYES
Attorney General

MINA MENDEZ, Chairperson
Board of Executive Clemency

RACHEL H. MITCHELL
Maricopa County Attorney

CHRIS NANOS
Pima County Sheriff

MEGAN PAGE
Pima County Public Defender

ROXANNE PERGESON
Navajo County Victim Advocate

KARA RILEY, Chief
Oro Valley Police Department

JERRY SHERIDAN
Maricopa County Sheriff

RYAN THORNELL, Director
Department of Corrections,
Rehabilitation & Reentry

COREY WOODS
Mayor

VACANT
Former Judge

VACANT
County Sheriff

VACANT
County Probation Officer

VACANT
Victim Advocate

Executive Director
Anthony Vidale

1110 West Washington, Suite 230
Phoenix, Arizona 85007
PHONE: (602) 364-1146
www.azcjc.gov

Attn: Jasmine Blackwater-Nygren, County Attorney
Apache County Attorney's Office
PO BOX 637
St. Johns, AZ 85936

RE: Victim Compensation Grant Number VC-27-001

Dear Jasmine Blackwater-Nygren,

On July 15, 2026, the Arizona Criminal Justice Commission (ACJC) designated the County Attorneys' Offices as operational units to administer the Crime Victim Compensation Program for State fiscal year 2027. On July 15, 2026 the Commission also approved the allocation of \$7,118,099.00 in state and federal crime victim compensation funds to county programs for FY 2027. The total amount allocated Apache County Attorney's Office includes the following:

ACJC (State Funding)* \$98,599.00
ARPA (Federal Funding)* \$4,303.00
TOTAL ALLOCATION \$102,902.00
*Estimated Level

The allocation of state funding to the Apache County Attorney's Office compensation program includes to help cover administration costs of the program in accordance with the budget in the grant agreement. For a summary of administrative expenses please refer to the administrative fund guidelines established by ACJC. Any question about administrative expense eligibility should be directed to ACJC compensation program staff.

For FY 2027, all compensation benefits funding will be distributed through a monthly reimbursement process. ACJC program staff can allow upfront payments of compensation program administrative funds on a case by case basis to programs demonstrating an urgent need and have submitted a written request. All payments will be made through the Automated Clearing House Vendor Payments (direct deposit).

Please find the included Grant Agreement, with instructions for obtaining signatures and formal action. Please return the agreement with authorized signatures to the Commission office within 90 days of the award date of July 1, 2026 or the agreement may be cancelled.

If you have any questions concerning your award you may contact me at 602-364-1177.

Sincerely,

Dorinda M. Johns, Program Manager
Crime Victim Services



ARIZONA CRIMINAL JUSTICE COMMISSION
CRIME VICTIM COMPENSATION PROGRAM
GRANT AGREEMENT

ACJC Grant Number VC-27-001
Assistance Listings Number (ALN) Number 16.576

The following information is provided pursuant to 2 §C.F.R. 200.331(b)(1):

Grantee Name: Apache County Attorney's Office
Grantee's UEI Number: DJ1FMTLJL4V6
Grantee Period of Performance Start and End Date: 07/01/2026 to 06/30/2027
Amount of Federal Funds Obligated by this Agreement: \$4,303.00
Total Amount of Federal Funds Obligated to the Grantee: \$4,303.00
Indirect Cost Rate used by the Grantee under this Agreement: 0

ALN Number and Name: 16.576 - VOCA Victim Compensation
Name of Federal Awarding Agency: Department of Justice, Office of Justice Programs
Total Amount of the Federal Award in this Agreement: \$1,382,000.00
Federal Award Identification Number (FAIN): 15POVC-23-GG-00385-COMP
Federal Award Date: 10/1/2022
Federal Award End Date: 9/30/2026
Federal Award Project Description:
Funds under this program shall be used by the states for awards of compensation benefits to crime victims. The primary purpose of this grant is to supplement state efforts to provide financial compensation to crime victims for costs resulting from crime, and to encourage victim cooperation and participation in the criminal justice system.

ALN Number and Name: 16.576 - VOCA Victim Compensation
Name of Federal Awarding Agency: Department of Justice, Office of Justice Programs
Total Amount of the Federal Award in this Agreement: \$1,924,000.00
Federal Award Identification Number (FAIN): 15POVC-24-GG-00619-COMP
Federal Award Date: 10/1/2023
Federal Award End Date: 9/30/2027
Federal Award Project Description:
Funds under this program shall be used by the states for awards of compensation benefits to crime victims. The primary purpose of this grant is to supplement state efforts to provide financial compensation to crime victims for costs resulting from crime, and to encourage victim cooperation and participation in the criminal justice system.

ALN Number and Name: 21.027 - American Rescue Act Plan
Name of Federal Awarding Agency: US Department of Treasury
Total Amount of the Federal Award in this Agreement: \$12,250,000.00
Federal Award Identification Number (FAIN): SLFRP1962
Federal Award Date: 7/1/2022
Federal Award End Date: 9/30/2026
Federal Award Project Description:
The purpose of this project is to provide financial assistance to victims of crime and strengthen Arizona services to better support crime victims. Funds will be used to respond to the negative economic impacts of the public health emergency, by providing assistance to programs and households facing negative impacts of the public health emergency, which includes assistance to support economic security of victims of crime.

Name of Pass-Through Entity: Arizona Criminal Justice Commission
Contact Information for Pass-Through Entity: Arizona Criminal Justice Commission, 1110 W. Washington Street, Suite 230, Phoenix, AZ, 85007

Identification of Whether the Award is Research and Development: No
Indirect Cost Rate for the Federal Award: 0

This Grant Agreement is made this 2nd day of June, 2026 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and APACHE COUNTY, through APACHE COUNTY ATTORNEY'S OFFICE hereinafter called GRANTEE. The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on July 01, 2026 and terminate on June 30, 2027. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

Arizona Criminal Justice Commission
1110 W Washington St., Ste 230
Phoenix, Arizona 85007

Attn: Program Manager

B. If to the GRANTEE:

Apache County Attorney's Office
PO BOX 637
St. Johns, AZ 85936

Attn: County Attorney, Jasmine Blackwater-Nygren

6. For grant awards above \$100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than \$100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

APPROVED LINE ITEM PROGRAM BUDGET

PERSONAL SERVICES	
Salaries	\$29,812.00
Fringe Benefits*	\$0.00
OVERTIME	
Wages	\$0.00
Fringe Benefits*	\$0.00
PROFESSIONAL CONSULTANT & CONTRACTUAL SERVICES	
Wages	\$0.00
Fringe Benefits*	\$0.00
TRAVEL EXPENSES	
In-State Travel	\$0.00
Out-of-State Travel	\$0.00
EQUIPMENT	
Capital	\$0.00
Non-Capital	\$0.00
OPERATING EXPENSES	
Supplies	\$0.00
Registration/Training	\$0.00
VOCA Victims Comp Benefits	\$0.00
State Victims Comp Benefits	\$68,787.00
ARPA Admin *Note: ARPA Admin must be expended and reported by 9/30/2025	\$4,303.00
TOTAL BUDGET	\$102,902.00

7. The total to be paid by the COMMISSION under this Agreement shall not exceed \$4,303.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and \$98,599.00 in State Funds. If this grant has a matching requirement, GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is \$0.00.

8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. GRANTEE agrees that if it currently has an active award of federal funds or if it receives any other award of federal funds during the period of performance for this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, of the potential of duplication, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment request (GAR) to eliminate any inappropriate duplication of funding.

10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than three (3) years from the latest end date for any federal grant supporting this award. This date can be found on the first page of the grant agreement. The end date may be subject to change, COMMISSION will notify the grantee in writing if such change occurs. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.

11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.

12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.

13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.

14. For the purposes of this grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of \$5,000 or greater. If the GRANTEE's capitalization policy defines a capital expenditure as less than \$5,000, the GRANTEE will follow its own policy.

15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently if required by GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.

16. GRANTEE agrees to follow equipment disposition policies outlined in 2 C.F.R. 200.313(e)(1) through (4) *Uniform Administrative Requirements for Grants and Cooperative Agreements-Equipment*, when the equipment is no longer needed for the grant program **Link: [e-CFR Navigation Aid](http://www.ecfr.gov/cgi-bin/ECFR?page=browse)** at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>.

17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.

18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

19. These reports are to be submitted according to the following schedule(s):

ACTIVITY REPORTS	
Report Period	Due Date
July 1st to September 30th	October 25th
October 1st to December 31st	January 25th
January 1st to March 31st	April 25th
April 1st to June 30th	July 25th

FINANCIAL REPORTS	
Report Period	Due Date
July 1st to July 31st	August 25th
August 1st to August 31st	September 25th
September 1st to September 30th	October 25th
October 1st to October 31st	November 25th
November 1st to November 30th	December 25th
December 1st to December 31st	January 25th
January 1st to January 31st	February 25th
February 1st to February 28/29th	March 25th
March 1st to March 31st	April 25th
April 1st to April 30th	May 25th
May 1st to May 31st	June 25th
June 1st to June 30th	July 25th

Additional reporting requirements may be required for GRANTEES who are considered high risk.

20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.

21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.

22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.

23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.

24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.

25. GRANTEE agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the Office of Justice Programs Financial Guide. Interest earned in excess of allowable limits must be remitted to the COMMISSION within 30 days after receipt of a written request from the COMMISSION. Link: [OJP Financial Guide](https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf) at https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf.

26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$250,000.

27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.

28. GRANTEE agrees to not use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds, unless otherwise noted in the grant solicitation.)

29. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.

30. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide (currently, as section 3.10 "Postaward Requirements" in the DOJ Grants Financial Guide).

31. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.

32. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.

33. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.

I. In the event of a dispute, controversy, or claim arising out of or relating in any way to the Agreement, the complaining Party shall notify the other Party in writing thereof. Within 30 calendar days of such notice, representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within 30 calendar days after such notice, the complaining Party shall seek remedies exclusively through arbitration, in accordance with the provisions of A.R.S. § 12-1501 through 12-1518.

II. The arbitration demand must be a clear and concise statement of the claim or dispute. The respondent's answer and any counterclaims must be filed within 20 calendar days of service of the demand.

III. The arbitration shall be conducted in Maricopa County.

IV. The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within 20 calendar days of the commencement of an arbitration proceeding by service of a demand for arbitration, the court on application of a Party shall appoint the arbitrator.

V. The arbitrator must promptly set a conference to clarify the claims and defenses, to establish fair procedures, and to set a schedule for completing the arbitration.

VI. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded with 120 calendar days from the date the arbitrator is appointed. The arbitrator may extend the time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.

VII. The arbitrator must issue a written, reasoned award within 20 calendar days from the date the hearing is formally closed, or as soon after that as is feasible. The sole remedy will be actual damages; no punitive damages are allowed.

VIII. Unless the arbitrator orders otherwise, the Parties must share arbitration costs equally, including arbitrator's fees and expenses. Each party must pay its own expenses and attorney's fees.

34. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.

35. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.

36. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.

37. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitor, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

38. Restrictions and certifications regarding non-disclosure agreements and related matters

No GRANTEE under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

I. In accepting this award, the GRANTEE--

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

II. If the GRANTEE does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

- (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

- (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

- b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

39. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.

40. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.

41. GRANTEE will comply with the audit requirements of Uniform Guidance (2 CFR 200 subpart F 200.500) and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed. **Link:** [Audit Requirements for OJP Awards](https://ojp.gov/funding/pdfs/AuditRequirementsPart200.pdf) at <https://ojp.gov/funding/pdfs/AuditRequirementsPart200.pdf>.

42. GRANTEE certifies that it will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") and the OJP Financial Guide. **Link:** [2 C.F.R Part 200 for OJP Awards](https://ojp.gov/funding/Part200UniformRequirements.htm) at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

43. GRANTEE or sub-grantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Should a question arise as to whether a particular use of federal funds by a GRANTEE would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>.

44. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.

45. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

46. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service. **Link:** [System for Award Management](https://www.sam.gov/SAM/) at <https://www.sam.gov/SAM/>.

47. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.

48. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

49. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guide Principles for Grantees and Subgrantees. **Link:** [OJP Training Guide Principles for Grantees and Subgrantees](https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees) at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

50. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.

51. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.

52. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

"This was supported by Award No. 15POVC-23-GG-00385-COMP awarded by the Department of Justice, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

53. GRANTEE shall comply with all federal, state, and local laws, rules, policies, or executive orders to prohibit discrimination.

54. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment. An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)). If in the three years prior to the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

55. The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>).

56. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Partnerships with Faith - Based and Other Neighborhood Organizations" (the "PFNBO"). The PFNBO Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The PFNBO Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. **Link:** <https://ojp.gov/funding/Explore/SolicitationRequirements/CivilRightsRequirements.htm#NDPFaith>.

57. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The GRANTEE or subgrantee at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, GRANTEES, or individuals defined (for purposes of this condition) as "employees" of the recipient or of any GRANTEE.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and GRANTEES related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

58. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013 OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEOP). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.

59. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.

60. GRANTEE agrees to formulate and keep on file an EEOP (if GRANTEE is required pursuant to 28 CFR 42 Subpart E). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION (see 28 CFR 42.204(c), .205(c)(5)).

61. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days. Link: <https://www.azcjc.gov/Grants/Civil-Rights-Compliance>.

62. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) GRANTEE must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. GRANTEE also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

63. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines. Link: <http://niem.github.io/reference/specifications/>.

64. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/gsp_grantcondition.

Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

65. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

66. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

67. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

68. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, contractor, subcontractor, or other person has, in connection with funds under this award, has either 1) submitted a false claim that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.

69. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).

70. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

71. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401.

72. GRANTEE acknowledges 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. GRANTEE warrants that they have registered with and participate with E-Verify. If the COMMISSION later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.

73. GRANTEE certifies that no federal funds will be paid, by or on behalf of, 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 any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

74. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.

75. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.

76. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

77. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

78. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.

79. GRANTEE agrees that all gross income earned by the GRANTEE that is directly generated by a supported activity or earned as a result of this award during the period of performance shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable in 2 C.F.R. Part 200 Uniform Requirements.

80. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.

81. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

82. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.

83. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

PAGE INTENTIONALLY LEFT BLANK



ARIZONA CRIMINAL JUSTICE COMMISSION
CRIME VICTIM COMPENSATION PROGRAM
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

ACJC Grant Number VC-27-001

1. GRANTEE must verify the Agency Official, Financial Official, Project Official, and Authorized Official including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Request (GAR) must be submitted via the ACJC Grants Portal to document changes. In addition, the Agency Point of Contact for the grant record must assign the Financial Points of Contact and the Program Points of Contact in the Grants Portal prior to payments being made and update those contacts when necessary.
2. GRANTEE must submit the following documents and information within 45 days of award. Failure to submit the documents will result in a hold of grant funding. Documents must be submitted through the GRANTEE's Grants Portal "Attachment" section.
 1. Current Victim Compensation Board members can be entered into the personnel section of the Grants Portal.
 2. Verification that all staff working in the Victim Compensation program comply with special condition 15 below
 3. Verification that the Civil Rights Official is current on their annual training.
3. GRANTEE agrees and understands that funded activities may require the preparation of an Environmental Assessment (EA) as defined by the Council of Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500.
4. The GRANTEE agrees that allocated compensation benefit funds will be used to provide compensation awards to victims of criminally injurious conduct occurring within the GRANTEE'S jurisdiction.
5. The GRANTEE understands that crime victim compensation benefit funding will be distributed to grantees as a monthly reimbursement of compensation program expenditures.
6. The GRANTEE understands that \$29,812.00 is the maximum allowable amount of State compensation funding to be expended on the administration of this program.
7. The GRANTEE agrees that expenditures made in Compensation Benefits will be for Compensation benefit payments only. Funding in Compensation Benefits cannot be transferred to another budget category.
8. The GRANTEE understands that financial reimbursement request forms are required for reimbursement of expenditures. The final request for reimbursement of compensation funds must be received by the COMMISSION no later than 10 days after the last day of the award period.
9. The GRANTEE agrees to comply with all Federal and State laws, provisions of the Arizona Crime Victim Compensation Program Rules R110-4-101 through R10-4-111 administered by the COMMISSION, and provisions of Federal VOCA Compensation Program Guidelines (https://www.ovc.gov/voca/pdf/voca_guidelines2001.pdf).
10. The GRANTEE agrees to comply with all applicable Open Meeting Laws, A.R.S. §38-431 et seq.
11. The GRANTEE agrees to seek and order all available restitution owed to the program.
12. The GRANTEE agrees to negotiate reductions in fees for service with service providers for all program benefit expenditures.

SPECIAL CONDITION(S) (Continued):

13. The GRANTEE agrees that information on race, sex, national origin, age, and disability of recipients of compensation will be collected and maintained, where such information is voluntarily furnished by those receiving compensation.

14. The grantee agrees to adhere to the provisions and conditions outlined in the Memorandum of Understanding (MOU) between the Office for Victims of Crime (OVC) and the Federal Bureau of Investigation (FBI) pertaining to the dissemination of information to State Crime Victim Compensation Programs concerning the verification of victims of crime claims investigated by the FBI. Failure to abide by the provision of the MOU will result in a cancellation of the agreement to release FBI investigative information to the grantee.

15. GRANTEE must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm>

16. GRANTEE acknowledges the requirements of the award; remedies for non-compliance or for materially false statements. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any or more of these award requirements-whether a condition set out in full below, a condition incorporated by the reference below, or a certification or assurance related to conduct during the award period may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

17. Employment eligibility verification for hiring under the award

The GRANTEE must-

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the GRANTEE properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the GRANTEE who are or will be involved in activities under this award of both-

(1) This award requirement for verification of employment eligibility, and

(2) The associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

SPECIAL CONDITION(S) (Continued):

18. The GRANTEE warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If a grantee uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. The Commission retains the legal right to inspect the papers of the grantee and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.

19. Requirement to report actual or imminent breach of personally identifiable information (PII). The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an ACJC Grant Coordinator no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

20. Commission Claims Management System, Data Integration, and Statewide Reporting Requirements

A. The COMMISSION has implemented C.A.C.T.U.S. / CORE CVC as the Commission Claims Management System for the administration of Arizona's Crime Victim Compensation Program. The Commission Claims Management System serves as the statewide repository for victim compensation claim information and supports statewide program administration, federal and state reporting, preparation of the annual VOCA Victim Compensation Benefits Certification, reimbursement verification, financial and programmatic monitoring, State-Level Claim Reviews pursuant to A.A.C. R10-4-110, records retention, and federal and state audit activities.

For purposes of this Special Condition, the term Commission Claims Management System includes the COMMISSION'S designated statewide victim compensation claims management system and any successor system designated by the COMMISSION during the term of this Agreement.

For purposes of this Special Condition, a Complete Claim Record means the complete electronic record for an individual victim compensation claim maintained within the Commission Claims Management System, including all required data elements, payment information, eligibility determinations, correspondence, board actions, payment verification, supporting documentation, financial transactions, and any additional records subsequently required by applicable federal law, federal grant requirements, or written COMMISSION policy applicable to all operational units and adopted pursuant to the COMMISSION'S established administrative procedures.

The required data elements and supporting documentation necessary to maintain a Complete Claim Record shall be established in the COMMISSION'S Victim Compensation Program Policies and Procedures Manual.

The COMMISSION shall publish and maintain Commission Implementation Standards applicable to all operational units. The Commission Implementation Standards shall include, at a minimum, the Victim Compensation Program Policies and Procedures Manual, Interface Standards, Interface Acceptance Test Plan, Data Standards, Reconciliation Procedures, and Certification Instructions necessary to implement this Special Condition.

The COMMISSION shall provide not less than thirty (30) calendar days written notice before implementing revisions that materially affect data collection, documentation, reporting, reconciliation, or system integration requirements unless an earlier implementation date is required by applicable federal law, federal grant conditions, or other legal requirement. Material revisions shall be applied uniformly to all operational units.

B. A GRANTEE may utilize the Commission Claims Management System as its primary claims management system or may continue utilizing an existing local claims management system, provided the local system is integrated with the Commission Claims Management System through a COMMISSION-approved automated interface or another COMMISSION-approved electronic

integration method that provides substantially equivalent functionality.

For purposes of this Special Condition, substantially equivalent functionality means an electronic integration method meeting the requirements established in the COMMISSION'S Interface Standards that enables the COMMISSION to maintain a Complete Claim Record and perform all federal and state reporting, reimbursement verification, monitoring, certification, records retention, and audit responsibilities to the same extent as if the claim were maintained directly within the Commission Claims Management System.

The COMMISSION'S approval of an alternative electronic integration method shall be based upon its ability to achieve these statewide program administration and oversight objectives rather than the specific technology utilized.

C. Regardless of the claims management system utilized by the GRANTEE, the GRANTEE shall ensure that the Commission Claims Management System contains a Complete Claim Record for every claim administered under this award.

Information maintained within the Commission Claims Management System shall be complete, accurate, current, and sufficient to enable the COMMISSION to:

1. Prepare and support the annual VOCA Victim Compensation Benefits Certification.
2. Complete all required federal Performance Measurement Tool (PMT) reporting.
3. Verify monthly reimbursement requests.
4. Conduct financial and programmatic monitoring.
5. Conduct State-Level Claim Reviews pursuant to A.A.C. R10-4-110.
6. Satisfy applicable federal and state records retention requirements.
7. Respond to federal and state monitoring activities, records requests, and audit inquiries.

The required data elements and supporting documentation necessary to maintain a Complete Claim Record shall be established in the COMMISSION'S Victim Compensation Program Policies and Procedures Manual, as supplemented by the Commission Implementation Standards.

D. Supporting documentation comprising the Complete Claim Record may be maintained directly within the Commission Claims Management System or made electronically accessible through a COMMISSION-approved electronic integration method, provided such documentation is electronically accessible by the COMMISSION without requiring additional action by the operational unit for reimbursement review, monitoring, certification, records retention, or audit purposes.

If electronic access becomes unavailable, the GRANTEE shall restore electronic access within one (1) business day or implement another COMMISSION-approved temporary method of access until electronic access has been restored.

E. A GRANTEE utilizing a local claims management system shall maintain a COMMISSION-approved automated synchronization process that transfers all information necessary to maintain a Complete Claim Record within the Commission Claims Management System.

Synchronization shall occur through real-time synchronization or COMMISSION-approved automated batch processing and shall occur no later than the next business day following creation or modification of claim information unless otherwise approved in writing by the COMMISSION.

This requirement shall not apply during documented outages or technology failures beyond the reasonable control of the operational unit, provided the operational unit restores synchronization as soon as practicable following restoration of service and complies with any interim procedures established by the COMMISSION.

The GRANTEE shall monitor synchronization exception reports and correct transmission errors within one (1) business day of discovery or within a mutually agreed corrective action schedule approved by the COMMISSION. The GRANTEE shall perform monthly reconciliation between the operational unit's official records, reimbursement requests, and the information maintained within the Commission Claims Management System to ensure completeness and accuracy.

The synchronization process shall preserve sufficient historical transaction data, reporting snapshots, and audit trail information to enable the COMMISSION to reconstruct previously submitted federal reports,

reimbursement requests, and annual VOCA Victim Compensation Benefits Certifications, and to respond to federal or state monitoring and audit inquiries regarding information previously reported or certified.

F. If technical limitations prevent the electronic transfer of specific information or supporting documentation necessary to maintain a Complete Claim Record, the GRANTEE shall work with the COMMISSION to implement an alternative COMMISSION-approved electronic integration method or other solution that provides substantially equivalent functionality until a permanent solution acceptable to the COMMISSION has been implemented.

G. During implementation of an approved local system interface, and for a minimum of six (6) consecutive months following successful COMMISSION acceptance testing, a GRANTEE utilizing a local claims management system as its primary operating system shall submit a monthly certification, signed by the Program Administrator or other authorized official, affirming that:

1. All claim activity, payments, supporting documentation, and other information necessary to maintain a Complete Claim Record have been successfully transmitted to the Commission Claims Management System.
2. The information maintained within the Commission Claims Management System accurately reflects the GRANTEE'S official records.
3. Any known discrepancies or synchronization failures have been identified and reported to the COMMISSION together with the corrective actions being taken.

Following six (6) consecutive months of successful synchronization, timely reconciliation, demonstrated reporting accuracy, and the absence of material audit findings or material data deficiencies, the COMMISSION may, based upon its ongoing risk assessment and monitoring activities, reduce the certification requirement to quarterly or establish another reporting frequency determined appropriate by the COMMISSION.

In determining whether to reduce the certification frequency, the COMMISSION shall consider, at a minimum:

1. Successful interface performance;
2. Timely completion of required reconciliations;
3. Absence of material audit findings;
4. Demonstrated reporting accuracy; and
5. Overall programmatic and financial risk.

Nothing in this Section limits the COMMISSION'S authority to reinstate more frequent certification requirements if monitoring activities, reconciliation results, audit findings, system performance, or other circumstances indicate an increased level of programmatic or financial risk.

The COMMISSION may prescribe the form of the certification.

H. Compliance with the data integration, record availability, synchronization, reconciliation, and documentation requirements of this Special Condition is a material condition of this award.

For purposes of this Special Condition, a material deficiency includes, at a minimum:

1. Failure to complete required PMT reporting.
2. Failure to prepare or support the annual VOCA Victim Compensation Benefits Certification.
3. Failure to reconcile reimbursement requests.
4. Failure to conduct required financial or programmatic monitoring.
5. Failure to support State-Level Claim Reviews pursuant to A.A.C. R10-4-110.
6. Failure to produce records required during federal or state monitoring or audit activities.
7. Failure to comply with applicable federal or state reporting or records retention requirements.

If the COMMISSION identifies such deficiencies, the COMMISSION shall provide written notice describing the deficiency and provide the GRANTEE an opportunity to resolve the deficiency through technical assistance, reconciliation activities, or a corrective action plan consistent with this Agreement.

If the identified deficiencies are not corrected within the timeframes established in the corrective action plan, or another timeframe approved by the COMMISSION, the COMMISSION may exercise the remedies authorized under this Agreement, including the temporary withholding of reimbursement payments until compliance is

achieved.

I. Transition Period

(1) Integration Period. Through April 30, 2027, the GRANTEE may continue utilizing an existing local claims management system while completing approved interface development, testing, validation, and implementation activities.

Successful completion of the transition period shall require successful COMMISSION acceptance testing conducted in accordance with the COMMISSION'S Interface Acceptance Test Plan. The acceptance testing shall demonstrate that the approved interface accurately, completely, and consistently transfers the information necessary to maintain a Complete Claim Record and supports the COMMISSION'S ability to perform required reporting, certification, monitoring, reimbursement verification, records retention, and audit functions.

During the transition period, the GRANTEE shall cooperate with testing, reconciliation, and acceptance activities necessary to validate the completeness and accuracy of information transmitted to the Commission Claims Management System.

(2) Monthly PMT Reporting During Transition. Effective October 1, 2026, and continuing through the transition period, the GRANTEE shall submit all claim, activity, and financial information required for federal Performance Measurement Tool (PMT) reporting no later than the twenty-fifth (25th) day of the month following the reporting period. This requirement modifies the prior quarterly reporting schedule to provide sufficient time for statewide reconciliation, validation, and federal reporting.

(3) Victim Applications. Upon implementation of the Commission Claims Management System electronic victim application portal, the COMMISSION shall make electronic application submission available to victims through the statewide online application portal.

GRANTEES shall process electronic applications received through the statewide portal as part of their normal claims administration process.

Nothing in this Special Condition prohibits a GRANTEE from continuing to accept paper applications or other application methods authorized by the COMMISSION or applicable law.

A GRANTEE utilizing a local claims management system may continue administering claims within that system, provided that:

- a. Electronically submitted applications are incorporated into the GRANTEE'S claims administration process without unnecessary delay;
- b. The Complete Claim Record for each claim is maintained within the Commission Claims Management System through a COMMISSION-approved synchronization process or other COMMISSION-approved electronic integration method consistent with this Special Condition; and
- c. The use of the local claims management system does not prevent the COMMISSION from maintaining a complete, accurate, timely, and auditable statewide claims repository sufficient to satisfy all applicable federal and state reporting, monitoring, reimbursement, certification, records retention, and audit responsibilities.

Authorized Official Initials: _____

Crime Victim Compensation Program

ACJC Grant Number VC-27-001

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

FOR GRANTEE:

Authorized Signatory Date

Printed Name & Title

Approved as to form and authority to enter into Agreement:

Legal Counsel for GRANTEE Date

Printed Name & Title

Statutory or other legal authority to enter into Agreement:

Appropriate A.R.S., Ordinance, or Charter Reference

FOR CRIMINAL JUSTICE COMMISSION:

Anthony Vidale, Executive Director Date
Arizona Criminal Justice Commission



ARIZONA CRIMINAL JUSTICE COMMISSION GRANT AGREEMENT

INSURANCE REQUIREMENTS EXHIBIT "A"

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)
The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Fire Legal Liability	\$50,000
Each Occurrence	\$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
-----------------------------	-------------

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

Exhibit "A" Page 2

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

Acceptability of Insurers:

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Verification of Coverage:

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Exhibit "A" Page 3

Subcontractors:

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

Approval and Modifications:

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

Exceptions:

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

END OF GRANT AGREEMENT DOCUMENTS

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

date/time stamp

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

Date/Signature: County Manager

8/24/2024

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

County Manager: Notification the October 6, 2026, Board of Supervisors meeting initially scheduled to be held in Chinle, Arizona will be held in St. Johns, Arizona.

BOS Meeting Date 9.1.26

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

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

date/time stamp

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

Date/Signature: County Manager

8/24/24 

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

Notification of the following meetings where two or more members of the Apache County Board of Supervisors may be in attendance:

- The Eastern Arizona Counties Organization meeting on September 16, 2026, at 2:00 p.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- Small Counties Forum meeting on September 16, 2026, at 5:30 p.m. held at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- The County Supervisors Association (CSA) meeting on September 17, 2026, at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.

BOS Meeting Date 9.1.26

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

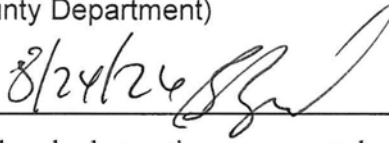
Signature _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Date/Signature: County Manager

8/24/24 

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

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

BOS Meeting Date 9.1.26

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____