



Joe Shirley, Jr.
Supervisor, District I

Tom M. White, Jr.
Chairman, District II

Barry Weller
Vice Chairman, District III

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

May 21, 2013

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

Invocation by Invitation.
Pledge of Allegiance.

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

May 21, 2013

1. Discussion and possible approval to create a new position of Medico-Legal Death Investigator range 43; costs associated with the new position, and approval to advertise and fill the position. Costs to be paid from Apache County Public Health Services District funds.
2. Discussion and possible approval to remove Eden Lerma, Health Educator I from probationary status effective May 5, 2013 with a 2.5% end of probation increase.

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

May 21, 2013

1. Discussion and possible approval to renew our electronic subscription to Ancestry Library Edition in the amount of \$7,830 which will provide public access to this database at all of our libraries.

**NOTICE OF A PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY BOARD OF SUPERVISORS
May 21, 2013**

1. Sheriff's Office: Recognize the retirement of Matrese Avila from the Sheriff's Office.
2. Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.
3. County Manager: Discussion and possible approval of a firework permit for Alpine Fire District on July 6, 2013 and a firework permit for the Concho Fire Department on July 6, 2013 in conjunction with the 4th of July celebration.
4. Discussion and possible approval of **CONSENT ITEMS**: All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member, County Manager or member of the public objects at the time the agenda item is called.

County Manager/Clerk of the Board:

- *A. Request approval of minutes dated May 7, 2013 and May 8, 2013.
- *B. Request approval of demands dated May 7, 2013 to May 21, 2013. Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process.
- *C. Finance Department: Request authorization to transfer budgeted contingency money to those general fund budgets that have overrun at the close of FY2012, and request to transfer budgeted contingency money to those general fund budgets which will be overrun at the close of FY2013, based on auditor's recommendation.

Personnel Items:

- *D. Human Resources: Request authorization to convert the currently vacant Administrative Assistant position from part-time (19) hours to a part-time (20 hours with benefits) position. Financial concerns have been addressed in the 2013-2014 budget.
- *E. District II: Request authorization to hire a temporary Facilities & Construction Worker I and a Facilities & Construction Worker II, effective May 20, 2013 to July 20, 2013.

- *F. District II: Request authorization to remove Administrative Assistant II, Lahomah Bahe from probationary status effective May 27, 2013 with the 2.5% end of probation increase utilizing her temporary employment.
- *G. District I: Request authorization to hire a temporary (full-time) Administrative Assistant II at \$11.58 per hour, from May 28, 2013 to August 31, 2013.
- *H. Assessor's Office: Request authorization to remove Ruben Aranda from probationary status effective May 14, 2013 with the 2.5% end of probation increase utilizing his temporary employment.
- *I. Sheriff's Office: Request authorization to payout the accumulated sick leave for Matrese Avila as outlined in Human Resources Policy Section 3.25.

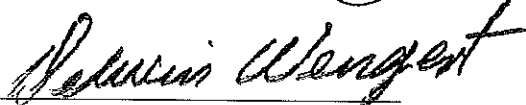
Community Development Department:

- *J. Request approval of a Conditional Use Permit for Smith Bagley, LLC (dba) CellularOne to build a Telecommunications Tower next the Fire Station in Nutrioso, and to also place a temporary tower onsite during the building process.
5. Sheriff's Office: Discussion and possible authorization to move unincorporated Apache County exempt tribal & federal lands into fire restrictions under Ordinance 2003-21.
 6. Sheriff's Office: Request authorization to enter into a one (1) year lease agreement with Sanders Unified School District #18 ending June 30, 2014 for the use of the Apache County Sheriff's Office Substation.
 7. Malena Bazaruto, Grants Manager: Discussion and possible approval of a contract between Apache County and Northern Arizona Council of Governments (NACOG) to complete environmental assessment at the Apache County Fairgrounds for the 2012 Community Development Block Grant (CDBG) Project. Cost is not to exceed \$5,000 and will be paid using 2012 CDBG funds assigned to the Fairgrounds Project.
 8. Malena Bazaruto, Grant Manager: Discussion and possible approval of Agreements between State Forestry and Apache County to utilize Conservation Crews in Southfork, Alpine and Nutrioso. These Agreements will amend the Wildland Fire Hazardous Fuels 2009 and Wildland Fire Hazardous Fuels 2012 Grant contracts.
 9. County Manager: Discussion and possible approval of the contract with the Springerville-Eagar Chamber of Commerce regarding economic development.
 10. Notification of the 2013 National Association of Counties (NACo) Western Interstate Region Conference May 22, 2013 through May 24, 2013 at the High Country Conference Center, 201 W. Butler Avenue, Flagstaff, Arizona.

11. County Manager: Following a possible executive session pursuant to ARS 38-431.03 (A)(3) for legal advice regarding the possible implementation of future predatory animal regulations, Public Hearing for discussion and possible approval of an ordinance regarding predatory animals and the increasing threat to the safety, health and welfare of people.

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

Posted: 5/16/13 at 11:00 a.m. p.m. by RB


Delwin Wengert, Clerk of the Board

BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: **Chris G. Sexton, Health District Director**

Date/Signature:

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

Take:

Discussion and possible approval to create a new position of Medico Legal Death Investigator (Range 43; \$36,673 - \$55,009), costs associated with the new position and approval to advertise and fill the position. Costs to be paid from Apache County Public Health Services District funds.

Date & Time Needed: _____

=====PRE-AGENDA ITEM REVIEW=====

Review Routing: Legal ☐ Finance ☐ Purchasing ☐ Human Resources ☐ Other

Legal Review:

Signature: _____

Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

Signature: _____

Health Department Director Chris Sexton:

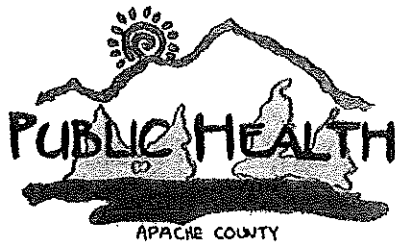
Signature: _____

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

=====BOARD ACTION TAKEN=====

☐ Approved ☐ Disapproved ☐ Deleted ☐ Continued To: _____

Signature Clerk of the Board



Apache County Public Health Services District

P.O. Box 697
St. Johns, AZ 85936
Fax (928) 337-7592
Phone (928) 337- 7532

Medico Legal Death Investigator Updated Information

May 1, 2013

In October 2012 Dr. Sielski, Alternate Medical Examiner for Apache County, submitted his resignation to be effective January 1, 2013. Dr. Sielski asked other physicians in Apache County if they would be interested in being the Alternate Medical Examiner. Of the physicians he asked no one expressed an interest in being the Alternate Medical Examiner.

The Apache County Public Health Services District asked Dr. Sielski the question, "If we could hire a Medico-Legal Death Investigator, would you consider continuing to be the Alternate Medical Examiner?" Dr. Sielski said he would continue as the Alternate Medical Examiner if there was a Medico-Legal Death Investigator.

The Apache County Public Health Services District researched the job descriptions and pay of Medico-Legal Death Investigators in Pinal, Navajo and Coconino counties then developed a job description and pay range which is competitive with Navajo and Coconino counties. The job description has been reviewed by Apache County Human Resources Department and approved.

In the Arizona Revised Statutes 11-592 states, *B. If the board of supervisors determines that the appointment of a medical examiner is not practicable, the board of supervisors shall designate one or more alternate medical examiners who need not be residents of the county. An alternate medical examiner shall perform the duties of a medical examiner except all autopsies shall be performed by a forensic pathologist.*

C. If the board of supervisors designates one or more alternate medical examiners, the board may establish a county fund and shall pay expenses incurred by alternate medical examiners in the performance of their duties and for the cost of cases referred to a forensic pathologist.

Arizona Revised Statutes 11-594.B. states, *"The county medical examiner or alternate medical examiner may: 1. Assign to a medical death investigator or other qualified personnel all aspects of a death investigation except the performance of autopsies."*

The duty of the alternate medical examiner is to direct a death investigation and determine whether an external examination or autopsy is required, take charge of

the body, certify the cause and manner of death following completion of the death investigation and other duties as enumerated by statute.

Having a Medico-Legal Death Investigator would enable the Alternate Medical Examiner to attend to his medical practice, not be called at all hours to examine a dead body and provide for a more timely response to a call from the Sheriff's Office to investigate a death.

Presently, the Sheriff's Office works around the schedules of the Medical Examiner and the mortician.

Apache County Public Health Services District (ACPHSD) has contracted with Bryce Burnham of Burnham Mortuary for removal of bodies from the site of death, refrigerated storage of bodies and transport of bodies to and from autopsy in Tucson. From December 31, 2011 to November 15, 2012 ACPHSD spent \$17,993.16 for removal, storage and transport of human remains:

• Removal	\$4,280.50
• Storage	\$5,148.00
• Transport for autopsy	\$7,227.50
• Body Bags	\$1,214.50
• Tax	\$ 122.66

The costs for having a Medico-Legal Death Investigator as an Apache County Employee can be separated into two categories—Initial costs and Continuing costs. The initial costs are salary and employee related expenses, training, vehicle, mobile morgue, investigation supplies and office supplies. Continuing costs are gasoline and oil, investigation supplies, office supplies. The first year expenses for a Medico-Legal death investigator and Alternate Medical Examiner are:

• Salary and ERE	\$ 97,602.18
• Vehicle	\$ 32,000.00
• Mobile Morgue	\$ 37,000.00
• Other Operating	\$ 85,625.00
Total	\$252,227.18

For the amount of money expended the first year, the ACPHSD could contract with Burnham for 14 years if Burnham's charges to ACPHSD did not increase.

The budget for the Alternate Medical Examiner and Medico-Legal Death Investigator for the second year drops to \$156,227.18.

Currently the budget for the Alternate Medical Examiner is \$57,839.00



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: **Chris Sexton, Health District Director**

Date/Signature: **05/08/13**

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

ACPHSD requests authorization to remove Eden Lerma, Health Educator I, from probationary status effective May 5, 2013 with the 2.5% end of probation increase.

Date & Time Needed: _____

PRE-AGENDA ITEM REVIEW

Review Routing: Legal ☐ Finance ☐ Purchasing ☐ **X** Human Resources ☐ Other

Legal Review:

Signature: _____

Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

Signature: _____

Health Department Director:

Signature: _____

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

BOARD ACTION TAKEN

☐ Approved ☐ Disapproved ☐ Deleted ☐ Continued To: _____

Signature Clerk of the Board



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Library District

Date 05/13/2013

Signature: Judith M. Pepple

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

Discussion and possible approval to renew our electronic subscription to Ancestry Library Edition in the amount of \$7,830 which will provide public access to this database at all of our libraries.

Date & Time Needed: May 21, 2013

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

Legal Review:

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board

ANCESTRY LIBRARY EDITION

Additional information pertaining to the renewal of this database

- ❖ Subscription runs from June 1, 2013 through May 31, 2014
 - Payment for renewal would be made with funds from FY 2012-2013
 - If we renew before June 1, 2013, vendor will authorize one-time renewal rate rollback to our 2011 subscription price of \$7,375, a savings of \$455.00.

- ❖ If unable to renew before June 1, 2013:
 - There will be an interruption of service.
 - 12 classes/adult programming will have to be canceled:
 - Sanders Public Library—every Thursday in June beginning June 6th.
 - 15 patrons have registered for these classes.
 - Alpine Public Library—Summer programming—4 classes.
 - Greer Memorial Library—Summer programming—4 classes.
 - We will lose all discount pricing and be considered a new account.
 - The cost for annual access to this database will be \$9,895, an increase of \$2,065.

- ❖ For FY2012-2013 one penny of tax generated \$73,779 of revenue.
 - The subscription cost of unlimited access to the Ancestry Library Edition database is slightly more than one tenth of one cent. (10.61%)
- ❖ Median value of an owner-occupied housing unit in Apache County is \$83,200.
 - That represents a tax obligation of \$18.44 for FY2012-2013.
- ❖ Median cost of a home in Apache County is \$135,000
 - That represents a tax obligation of \$29.92 for FY2012-2013
- ❖ If an individual were to subscribe to Ancestry.com it would cost:
 - \$22.95 per month to subscribe to access the US records,
 - or \$79 for a six month membership.
 - This rate annualized, divided into the cost of the database, would be equivalent to 49.56 users subscribing to Ancestry.
 - \$34.95 per month to subscribe to unlimited access to all records,
 - or \$149 for a six month membership.
 - This rate annualized, divided into the cost of the database, would be equivalent to 26.28 users subscribing to Ancestry.

- ❖ Apache County Library District usage statistics for May 2012 through April 2013 report:
 - 424 sessions were logged district wide.
 - 15,672 searches were logged district wide.
 - 16 classes taught with a total of 93 participants
 - Classes resulted in spontaneous formation of users' group which meets on a monthly basis in Round Valley

- ❖ Ancestry Library Edition provides access to over 7,000 databases and 200 billion images.
 - Information provided in citation, full-text, full image and text and graphics formats.
 - Database provides coverage from 1300-present.
 - Source material includes: census records, vital records, immigration records, family histories, military records, court and legal documents, directories, photos and maps.
 - New content always being added.
 - User-friendly search tools, detailed indexes, learning tools, including online video instruction.
 - Current upgrade includes a variety of one-page school lesson plans accessible to individuals, public, private and homeschoolers.
 - This database is a valuable resource for students, hobbyists, genealogists and historians.
 - It is without peer.


Since we are constituted as a Library District, it allows us to take advantage of an economy of scale for all of our resources. It is what allows us to provide access to this first-rate research database at all seven of our libraries.

Respectfully submitted by,

Judith M. Pepple

Judith M. Pepple
Director
Apache County Library District
May 21, 2013

Ancestry Library Edition Statistics from May 2012 – May 10, 2013

ancestrylibrary edition

Counter Database Report 1

Time Frame - May 2012 to Apr 2013

Client 20706 - ALPINE PUBLIC LIBRARY(Tier 0)


Database Name		May 2012	Jun 2012	Jul 2012	Aug 2012	Sep 2012	Oct 2012	Nov 2012	Dec 2012	Jan 2013	Feb 2013	Mar 2013	Apr 2013	Calendar YTD
Ancestry Library Edition all databases	Searches Run	58	44	391	1050	95	52	33	76	0	0	0	320	2119
Ancestry Library Edition all databases	Sessions	3	2	10	17	5	3	2	2	0	0	0	6	50

This report shows total searches and sessions by month and database

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ProQuest

ancestrylibrary edition

Counter Database Report 1

Time Frame - May 2012 to Apr 2013

Client 20707 - CONCHO PUBLIC LIB(Tier 0)


Database Name		May 2012	Jun 2012	Jul 2012	Aug 2012	Sep 2012	Oct 2012	Nov 2012	Dec 2012	Jan 2013	Feb 2013	Mar 2013	Apr 2013	Calendar YTD
Ancestry Library Edition all databases	Searches Run	99	43	30	106	185	43	9	17	0	0	0	0	532
Ancestry Library Edition all databases	Sessions	7	2	2	5	9	3	2	1	0	0	0	0	31

This report shows total searches and sessions by month and database

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ProQuest

ancestrylibrary edition

Counter Database Report 1

Time Frame - May 2012 to Apr 2013

Client 20710 - GREER MEMORIAL LIB(Tier 0)

Database Name		May 2012	Jun 2012	Jul 2012	Aug 2012	Sep 2012	Oct 2012	Nov 2012	Dec 2012	Jan 2013	Feb 2013	Mar 2013	Apr 2013	Calendar YTD
Ancestry Library Edition all databases	Searches Run	0	0	38	12	9	146	0	0	0	0	0	0	205
Ancestry Library Edition all databases	Sessions	0	0	3	1	1	4	0	0	0	0	0	0	9

This report shows total searches and sessions by month and database

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ProQuest

Counter Database Report 1

Time Frame - May 2012 to Apr 2013

Client 20711 - ROUND VALLEY PUBLIC LIB(Tier 0) *ST. JOHNS PUBLIC LIBRARY*

Database Name		May 2012	Jun 2012	Jul 2012	Aug 2012	Sep 2012	Oct 2012	Nov 2012	Dec 2012	Jan 2013	Feb 2013	Mar 2013	Apr 2013	Calendar YTD
Ancestry Library Edition all databases	Searches Run	664	1080	1344	1221	434	1615	769	1371	478	651	926	201	10754
Ancestry Library Edition all databases	Sessions	18	18	27	19	14	40	21	26	15	21	16	11	246

This report shows total searches and sessions by month and database

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combined statistics for Round Valley & St. Johns due to network configuration. Database authenticates by IP address.

Counter Database Report 1

Time Frame - May 2012 to Apr 2013

Client 20712 - SANDERS PUBLIC LIB(Tier 0)

Database Name		May 2012	Jun 2012	Jul 2012	Aug 2012	Sep 2012	Oct 2012	Nov 2012	Dec 2012	Jan 2013	Feb 2013	Mar 2013	Apr 2013	Calendar YTD
Ancestry Library Edition all databases	Searches Run	0	0	17	531	133	342	60	42	179	10	149	34	1497
Ancestry Library Edition all databases	Sessions	0	0	1	14	10	15	4	2	6	5	10	1	68

This report shows total searches and sessions by month and database

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Counter Database Report 1

Time Frame - May 2012 to Apr 2013

Client 20714 - VERNON PUBLIC LIB(Tier 0)

Database Name		May 2012	Jun 2012	Jul 2012	Aug 2012	Sep 2012	Oct 2012	Nov 2012	Dec 2012	Jan 2013	Feb 2013	Mar 2013	Apr 2013	Calendar YTD
Ancestry Library Edition all databases	Searches Run	0	3	0	0	17	0	70	0	225	134	116	0	565
Ancestry Library Edition all databases	Sessions	0	1	0	0	2	0	1	0	9	6	1	0	20

This report shows total searches and sessions by month and database

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BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Sheriff's Office

Date: April 29, 2013

Signature: _____

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

Request authorization for Apache County Sheriff's Office to recognize retirement of Matrese Avila for her many years of service.

Verbal per Chief Deputy Brannon Eagar.

Date & Time Needed: May 7, 2013

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

Legal Review: _____
Signature: _____

Finance Review: _____
Signature: _____

Purchasing Review: _____
Signature: _____

Human Resources Review: _____
Signature: _____

Other Review: _____
Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

COUNTY MANAGER'S OFFICE

Date/Signature: _____

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

CALL TO THE PUBLIC

BOS Meeting Date Requested ON-GOING

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

BOARD ACTION TAKEN

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

FX 337-2003
5-9-13.

APPLICATION FOR SUPERVISED FIREWORKS DISPLAY PERMIT

Application is hereby made for the granting of a permit to conduct a supervised fireworks display. The display will be conducted as follows:

Name of Applicant Organization: CONCHO Fire Dept
Address of Organization: P.O. Box 538 CONCHO AZ 85924
Phone Number of Organization: 928 337-2681
Date/Time of Display: July 6, 2013 8:30 PM
Address of Display Location: CINDER MOUNTAIN
Name of Property Owner at Site of Display: MIKE SCOTT
Place of Storage of Fireworks: CONCHO F.D. STORAGE CONTAINER

1.) Information Regarding Pyrotechnic Operator:

Name: JOHN BEDWAY
Phone Number: 928-205-8726

Please attach an explanation of the qualifications, training, experience, or certification of the designated Pyrotechnic Operator. Also attach any relevant documentation or certifications.

2.) Information Regarding Fireworks: The following is a list of the numbers and kinds of fireworks intended to be discharged:

- a.) See Exhibit A
b.) _____
c.) _____
d.) _____

3.) This application must be accompanied by proof of a bond in the amount of at least \$1,000,000 or proof of general liability insurance in the same amount. Proof is hereby attached: Yes ☒ No _____

4.) If the display area is within the boundaries of an existing fire district, please attach a letter from the Fire Chief or Fire District Board indicating approval. If the display area is not within the boundaries of a fire district, please attach a letter from an adjacent fire district or department indicating the availability of fire suppression services.

Documentation is attached: Yes ☒ No _____

5.) A map of the display area must be attached to this application designating the proposed seating area for spectators, nearby structures, parking areas, public roads, the fallout zone, overhead lines, and designated fire department access to the area.

Map of display area is hereby attached: Yes ☒ No _____

PERMIT FOR SUPERVISED FIREWORKS DISPLAY

Apache County hereby grants permission for a supervised fireworks display as follows:

GROUP/ORGANIZATION: _____

Date/Time of Event: _____

Location of Fireworks Display: _____

Pyrotechnic Expert: _____

Special Conditions of
Permit: _____

Standard Terms of Permit:

* THIS PERMIT IS VALID ONLY IF NO FIRE RESTRICTIONS ARE IN PLACE IN THE GEOGRAPHIC AREA OF THE DISPLAY SITE AT THE TIME IT IS SCHEDULED TO OCCUR.

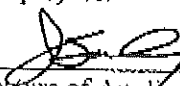
*THE PYROTECHNIC EXPERT RESPONSIBLE FOR THE EVENT SHALL NOT CONDUCT THE DISPLAY UNLESS HE/SHE DEEMS IT SAFE CONSIDERING ALL CONDITIONS AND CIRCUMSTANCES AT THE TIME THE DISPLAY IS SCHEDULED TO OCCUR.

*THE DISPLAY SHALL BE CONDUCTED IN A MANNER CONSISTENT WITH NFPA 1123, CODE FOR FIREWORKS DISPLAY.

*IN THE EVENT THIS EVENT NEEDS TO BE RESCHEDULED FOR WEATHER OR OTHER REASONS, THIS PERMIT IS VALID FOR A PERIOD OF 48 HOURS AFTER THE SCHEDULED DATE AND TIME STATED HEREIN

Clerk of the Board

6.) By signing and submitting this Agreement, the Applicant certifies that the information herein is true and correct to the best of his knowledge, information and belief, and agrees to indemnify Apache County against any and all liability to any person or persons for or by reason of any conditions, whether defective or otherwise, of any fireworks, apparatus, equipment or fixtures furnished by the Applicant in connection with the fireworks display and against any and all liability to any person for or by reason of any act or omission of the Applicant or any of its agents or employees.


Signature of Applicant

Date: 5-9-2013

(Do Not Write Below This Line--To Be Filled Out by Sheriff or Designee Only)


CERTIFICATION OF SHERIFF:

Based on my review of the Application and inspection of the display area, I hereby:

☒ Approve of the display with standard conditions.

☐ Approve the display with the following special conditions:

☐ Disapprove the display. My reason for disapproving of the display is as follows:

 5-15-13
Sheriff or Designee

Date: 5-15-13

CONCHO FIRE DEPARTMENT

P.O.BOX 538, CONCHO ARIZONA 85924

RESUME OF EXPERIENCE

John Bedway
H.C.30 box 568
Concho AZ. 85924
928-205-8726

1982 to 1999 Mark Bennett and I have been involved with the Concho Fire Department in 9 different fireworks displays on July 4th for the Community of Concho. We both worked in capacities of Shooter, Reloader, Safety Officer and Set up Coordinator.

2007: As Fire Chief, I decided to do it legally and obtain proper training for our Department. I attended Shooters school on 3-31-2007 along with my Asst. Chief Mark Bennett and another Firefighter, Chris Bennett.

7-4-07: 4th of July Fireworks display was set off by our Fire Dept.
No incidences to report, Total of 365 shells were set off, 3" to 6".
I was the head Pyro and Mark Bennett Served in the capacity of safety officer.

4-5-08: 3 more from the Concho Fire Dept and 2 from the Vernon F.D. attended Shooters School, sponsored by Fireworks Productions of Arizona @ Wildhorse Pass, Phx AZ.
Roy Barraza, Ed Fisher and Scott Wright. Vernon F.D. sent Darci Zitar and Dave Swietanski.

07-04-08: 4th of July Fireworks display was set off by our Fire Dept.
Vernon F.D. assisted
No incidences to report, Total of 365 shells were set off, 3" to 10".
I was the head Pyro and Mark Bennett Served in the capacity of safety officer.

07-04-09: 4th of July Fireworks display was set off by our Fire Dept.
Vernon F.D. assisted
No incidences to report, Total of 365 shells were set off, 3" to 8".
I was the head Pyro and Mark Bennett Served in the capacity of safety officer

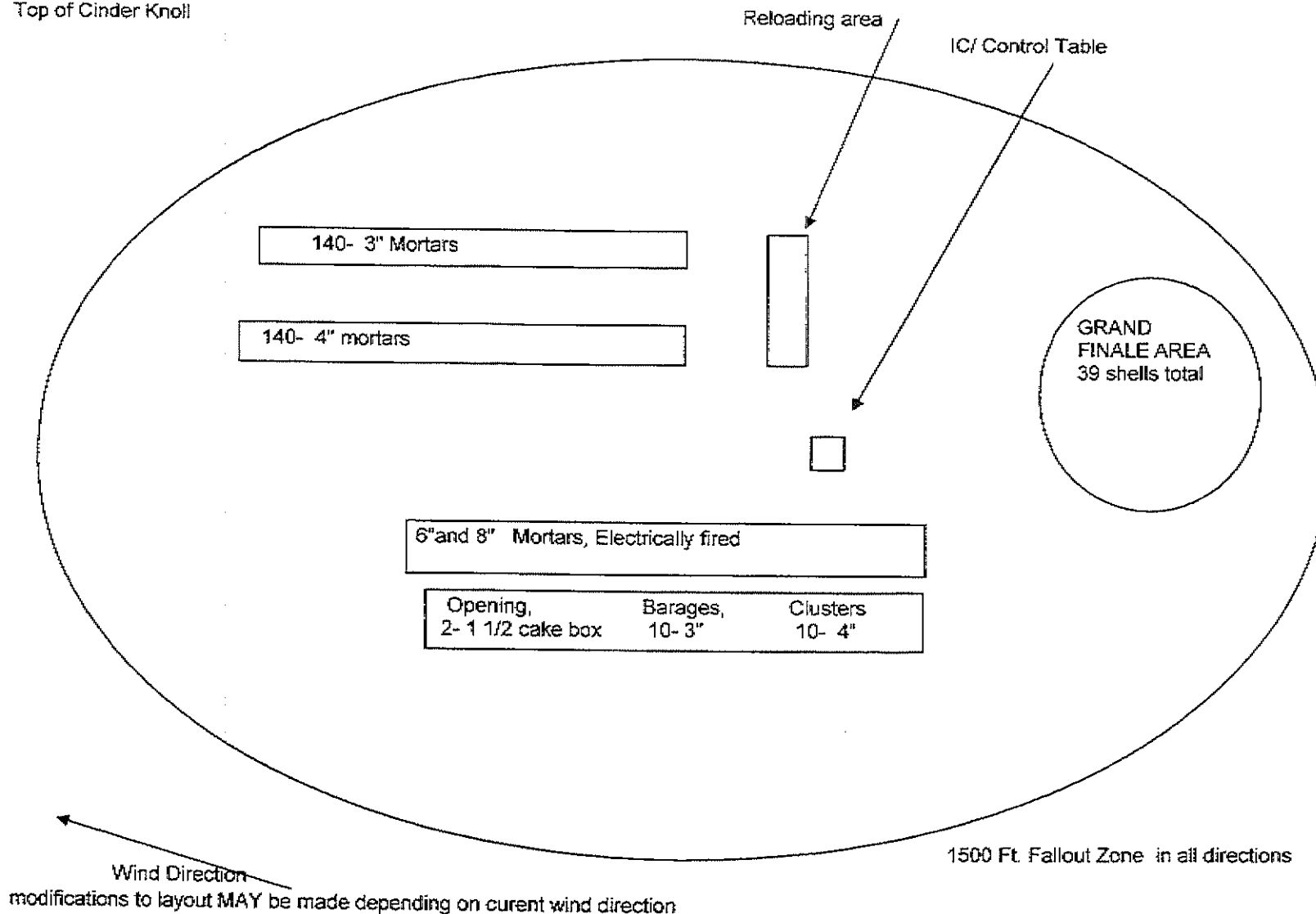
07-04-10: 4th of July Fireworks display was set off by our Fire Dept.
Vernon F.D. assisted
No incidences to report, Total of 365 shells were set off, 3" to 10".
I was the head Pyro and Mark Bennett Served in the capacity of safety officer

07-04-11: 4th of July Fireworks display was set off by our Fire Dept.
No incidences to report, Total of 636 shells were set off, 3" to 10".
I was the head Pyro and Mark Bennett Served in the capacity of safety officer

07-04-12: 4th of July Fireworks display was set off by our Fire Dept.
No incidences to report, Total of 636 shells were set off, 3" to 10".
I was the head Pyro and Mark Bennett Served in the capacity of safety officer

John Bedway, Chief
Concho Fire Department

Concho Fire Dept. Fireworks 6 July, 2013
Top of Cinder Knoll



CONCHO FIRE DEPARTMENT

P.O. BOX 538, CONCHO AZ. 85924

CONCHO FIRE DEPARTMENT IS A DRUG FREE WORKPLACE
EQUAL OPPORTUNITY EMPLOYER

CONCHO FIRE BOARD

Tracy Candelaria, Chairman

Dennis Ambrose, Clerk

Pat Murphy, Member

Fire Chief: John Bedway

Secretary/Treasurer: Terry Shobe

Assistant Chief: Mark Bennett

Lieutenant: Roy Barraza

Lieutenant: Lehi Jessop

May 1, 2013

To whom it may concern,

The Concho fire department will be providing trained pyrotechnic personnel for the July 4th fireworks display. The display will be detonated from Cinder Mountain in Concho on the evening of July 6th 2013. Concho and Vernon Fire department will be providing fire suppression services.

Sincerely,



John Bedway, Chief
Concho Fire Department.
928-205-8726



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/24/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance of AZ, Inc 2800 North Central Avenue, Suite 1600 Phoenix AZ 85004	CONTACT NAME: Sandia Yarnal, CIC PHONE (A/C, No, Ext): 602-864-7075 FAX (A/C, No): 602-287-6775 E-MAIL: syarnal@bbphoenix.com ADDRESS: syarnal@bbphoenix.com														
INSURED Concho Fire District P.O. Box 538 Concho AZ 85924	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: American Alternative Ins Corp</td> <td>19720</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: American Alternative Ins Corp	19720	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 678265472

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			TR2053071	5/16/2013	5/16/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) Included MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			TR2053071	5/16/2013	5/16/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			TR2053071	5/16/2013	5/16/2014	EACH OCCURRENCE \$1,000,000 AGGREGATE \$2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured(s) applies with respects to General Liability per attached form #VGL101 0803
 RE: Fireworks show 07/06/2013

CERTIFICATE HOLDER

Apache County
 Attn: County Manager
 PO Box 428
 St Johns AZ 85936

CANCELLATION

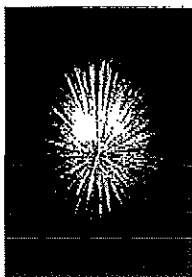
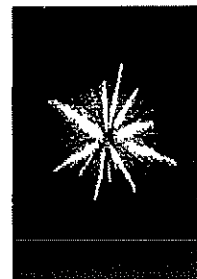
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sandia Yarnal

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Exhibit A

**CONCHO FIRE DEPARTMENT****Saturday, July 6, 2013****Total Aerial Effects 636****Opening:**

- 1 - 1 1/2" 150 Shot Titanium Salute Basin
- 1 - 135 Shot Red, White and Blue Fan Basin (15 x 9)

Aerial Display:

Your Aerial Display will contain a total of 314 aerial shells.

- 3" - **144** Chinese Fancy's & Specials
- 4" - **5** Titanium Salutes
- 4" - **108** Chinese Fancy's & Specials
- 4" - **36** Designer Cylinder Specials
- 6" - **9** Chinese Fancy's & Specials
- 8" - **9** Chinese Fancy's & Specials
- 10" - **3** Chinese Fancy's & Specials

Grande Finale:

Your celebration will close in spectacular excitement as multiple styles of brilliantly-colored shells, rocket skyward growing and glowing in breath-taking Blues, Golds, Greens, Silvers, Yellows, Purples and Red.

Grande Finale consists of 37 aerial shells:

7 - 3" Titanium Salutes, 14 - 3" shells, 8 - 4" shells, 4 - 6" shells and 4 - 8" shells.

Fireworks Equipment Inventory

2013

PURCHASED				
2007	2008	2009		
QTY	QTY	QTY	DESCRIPTION	totals
72	27		3" FIBERGLASS TUBES	99
48	18		4" FIBERGLASS TUBES	66
9	3	2	6" FIBERGLASS TUBES	14
	6	5	8" FIBERGLASS TUBES	11
	4		10" FIBERGLASS TUBES	4
4	6		4" PAPER CLUSTERS	10
6	4		3" PAPER BARRAGE	10

Print

Page 1 of 2

Subject: 2013 Shooter School Certificate
From: Christie Bergstrom (christie@fireworksaz.com)
To: bitea73080@yahoo.com;
Date: Friday, April 19, 2013 9:49 AM

Thank you for attending FPS's Shooter School. Attached is your certificate. I must have typed in your email address incorrectly, otherwise I'm not sure why it didn't get to you. Thank you for letting us know and please contact me if you don't receive your certificate.



**PRESENTS THIS CERTIFICATE
FOR SUCCESSFUL
COMPLETION OF SHOOTERS SCHOOL
TO**

Melissa L. Watters

presented on

APRIL 13, 2013

THIS CERTIFICATE IDENTIFIES THE HOLDER AS COMPLETING FPA SHOOTERS SCHOOL 2013.

THIS CERTIFICATE SHALL NOT BE CONSTRUED AS A LICENSE, PERMIT, CERTIFICATION NOR AS AN ENDORSEMENT OF
THIS HOLDER AS AN EMPLOYEE OF

Print

Page 1 of 2

From: Christie Bergstrom (christie@fireworksaz.com)

To: bite73080@yahoo.com;

Date: Monday, April 15, 2013 1:40 PM

Thank you for attending FPA Shooter's School. Attached is your certificate of completion.



**PRESENTS THIS CERTIFICATE
FOR SUCCESSFUL
COMPLETION OF SHOOTERS SCHOOL
TO**

Jaime Watters

presented on

APRIL 13, 2013

THIS CERTIFICATE IDENTIFIES THE HOLDER AS COMPLETING FPA SHOOTERS SCHOOL 2013.

THIS CERTIFICATE SHALL NOT BE CONSTRUED AS A LICENSE, PERMIT, CERTIFICATION NOR AS AN
ENDORSEMENT OF THIS HOLDER AS AN EMPLOYEE OF

FPA, Ltd. DBA FIREWORKS PRODUCTIONS OF ARIZONA



PRESENTS THIS CERTIFICATE

FOR SUCCESSFUL

COMPLETION OF SHOOTERS SCHOOL

TO

Terry Shobe

presented on

APRIL 21, 2012

**THIS CERTIFICATE IDENTIFIES THE HOLDER AS COMPLETING FPA SHOOTERS SCHOOL 2012.
THIS CERTIFICATE SHALL NOT BE CONSTRUED AS A LICENSE, PERMIT, CERTIFICATION
NOR AS AN ENDORSEMENT OF THIS HOLDER AS AN EMPLOYEE OF
FPA, Ltd. DBA FIREWORKS PRODUCTIONS OF ARIZONA.**



**PRESENTS THIS CERTIFICATE
FOR SUCCESSFUL
COMPLETION OF SHOOTERS SCHOOL
TO**

Scott Wright
presented on

APRIL 5, 2008

THIS CERTIFICATE IDENTIFIES THE HOLDER AS COMPLETING FPA SHOOTERS
SCHOOL 2008. THIS CERTIFICATE SHALL NOT BE CONSTRUED AS A LICENSE, PERMIT
OR AS AN ENDORSEMENT OF THIS HOLDER AS AN EMPLOYEE OF
FIREWORKS PRODUCTIONS OF ARIZONA, LTD.



**PRESENTS THIS CERTIFICATE
FOR SUCCESSFUL
COMPLETION OF SHOOTERS SCHOOL
TO**

Roy Barraza
presented on

APRIL 5, 2008

THIS CERTIFICATE IDENTIFIES THE HOLDER AS COMPLETING FPA SHOOTERS
SCHOOL 2008. THIS CERTIFICATE SHALL NOT BE CONSTRUED AS A LICENSE, PERMIT
OR AS AN ENDORSEMENT OF THIS HOLDER AS AN EMPLOYEE OF
FIREWORKS PRODUCTIONS OF ARIZONA, LTD.

Certificate of Completion

John Bedway

has completed FPA Shooters School

March 31st, 2007

Fireworks Productions

ARIZONA

Certificate of Completion

Chris Bennett

has completed FPA Shooters School

March 31st, 2007

Fireworks Productions

ARIZONA

Certificate of Completion

Mark Bennett

has completed FPA Shooters School

March 31st, 2007

Fireworks Productions

ARIZONA

APPLICATION FOR SUPERVISED FIREWORKS DISPLAY PERMIT

Application is hereby made for the granting of a permit to conduct a supervised fireworks display. The display will be conducted as follows:

Name of Applicant Organization: Alpine Fire District
Address of Organization: PO Box 227 Alpine Az 85920
Phone Number of Organization: 928-339-4814
Date/Time of Display: July 6th 2013 @ 8:00pm
Address of Display Location: Alpine Sanitary District CR2311
Name of Property Owner at Site of Display: Alpine Sanitary District
Place of Storage of Fireworks: Alpine Fire Department

1.) Information Regarding Pyrotechnic Operator:

Name: Travis Noth
Phone Number: 928-339-4814

Please attach an explanation of the qualifications, training, experience, or certification of the designated Pyrotechnic Operator. Also attach any relevant documentation or certifications.

2.) Information Regarding Fireworks: The following is a list of the numbers and kinds of fireworks intended to be discharged:

- a.) DOT Class C Fireworks Displays
- b.) _____
- c.) _____
- d.) _____

3.) This application must be accompanied by proof of a bond in the amount of at least \$1,000,000 or proof of general liability insurance in the same amount. Proof is hereby attached:
Yes ☒ No _____

4.) If the display area is within the boundaries of an existing fire district, please attach a letter from the Fire Chief or Fire District Board indicating approval. If the display area is not within the boundaries of a fire district, please attach a letter from an adjacent fire district or department indicating the availability of fire suppression services.

Documentation is attached: Yes ☒ No _____

5.) A map of the display area must be attached to this application designating the proposed seating area for spectators, nearby structures, parking areas, public roads, the fallout zone, overhead lines, and designated fire department access to the area.

Map of display area is hereby attached: Yes ☒ No _____

PERMIT FOR SUPERVISED FIREWORKS DISPLAY

Apache County hereby grants permission for a supervised fireworks display as follows:

GROUP/ORGANIZATION: _____

Date/Time of Event: _____

Location of Fireworks Display: _____

Pyrotechnic Expert: _____

Special Conditions of
Permit: _____

Standard Terms of Permit:

* THIS PERMIT IS VALID ONLY IF NO FIRE RESTRICTIONS ARE IN PLACE IN THE GEOGRAPHIC AREA OF THE DISPLAY SITE AT THE TIME IT IS SCHEDULED TO OCCUR.

*THE PYROTECHNIC EXPERT RESPONSIBLE FOR THE EVENT SHALL NOT CONDUCT THE DISPLAY UNLESS HE/SHE DEEMS IT SAFE CONSIDERING ALL CONDITIONS AND CIRCUMSTANCES AT THE TIME THE DISPLAY IS SCHEDULED TO OCCUR.

*THE DISPLAY SHALL BE CONDUCTED IN A MANNER CONSISTENT WITH NFPA 1123, CODE FOR FIREWORKS DISPLAY.

*IN THE EVENT THIS EVENT NEEDS TO BE RESCHEDULED FOR WEATHER OR OTHER REASONS, THIS PERMIT IS VALID FOR A PERIOD OF 48 HOURS AFTER THE SCHEDULED DATE AND TIME STATED HEREIN

Clerk of the Board

6.) By signing and submitting this Agreement, the Applicant certifies that the information herein is true and correct to the best of his knowledge, information and belief, and agrees to indemnify Apache County against any and all liability to any person or persons for or by reason of any conditions, whether defective or otherwise, of any fireworks, apparatus, equipment or fixtures furnished by the Applicant in connection with the fireworks display and against any and all liability to any person for or by reason of any act or omission of the Applicant or any of its agents or employees.

[Signature]
Signature of Applicant

Date: 5/8/13

(Do Not Write Below This Line--To Be Filled Out by Sheriff or Designee Only)

CERTIFICATION OF SHERIFF:

Based on my review of the Application and inspection of the display area, I hereby:

X Approve of the display with standard conditions.

___ Approve the display with the following special conditions:

___ Disapprove the display. My reason for disapproving of the display is as follows:

[Signature]
Sheriff or Designee

Date: 5-15-13



Alpine Fire District

PO Box 227
Alpine, AZ 85920
Office: 928-339-4814
Fax: 928-339-4290
alpinefire@frontiernet.net

Apache County Board of Supervisors,

Alpine Fire District is requesting a Fireworks Display Permit for July 6th 2013. This event will be held in Alpine, AZ on CR 2311 at the Alpine Sanitary District Treatment Plant. Attached is a map of the event area, display site plan and Certificate of Liability. The following personnel will be in charge of the event.

Travis Noth
Fire Chief
FF I & II
EMT-IVC
HAZ-MAT CERTIFIED
Fireworks Productions of Arizona Shooters School 2008

Jean Beaubriand
Fire Captain
EMT
FF I & II
HAZ-MAT CERTIFIED
Law enforcement (retired)
Fireworks Productions of Arizona Shooters School 2008

Show Inventory-Site Discharge Plan:

- Fireworks are being donated to the Alpine Fire District for the display.
- Fireworks are DOT Class C Multi-shot consumer fireworks displays. >1"
- Approximate number to be used is 30 displays.
- The exact name of the displays is unavailable until they arrive and we usually receive them a couple of days before the event. At that time they will be available for inspection, this year we should receive them by June 30th.
- All displays will be ignited with a flare attached to a 4ft piece of 1" dowel.
- All displays will be secured with a single piece of wire and staked to the ground.
- Any displays that fail shall be cooled with a water extinguisher and placed into a metal trash can and disposed of appropriately.
- Fallout site will be flagged off prior to the evening of the event, an area no less than 300ft from the display site will be secured and apparatus from the Alpine Fire District will be posted in an area 360° around the display area.
- Clean-up of the area will be done by personnel of the Alpine Fire District under the supervision of the Fire Chief.
- The distributor of the fireworks name is Mark Rorabeck and his number is 928-339-4955.
- Display site will be under the direct supervision of the Alpine Fire District in accordance with NFPA 1123.

Alpine Fire District will have EMS/Fire Personnel on call for the duration of the fireworks show.

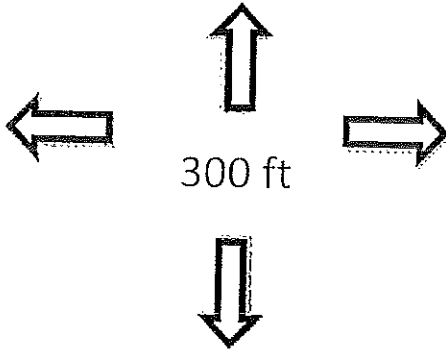
Travis Noth
Fire Chief
Alpine Fire District

Pond

Pond



Display Site

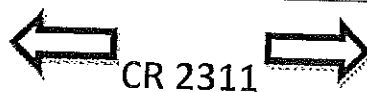


Pond

Visitor Parking



Alpine Sanitary District Property





CERTIFICATE OF LIABILITY INSURANCE

OP ID: TM

DATE (MM/DD/YYYY)

05/07/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Hancock-Leavitt Insurance P.O. Box 830 Taylor, AZ 85939 Joshua Raban		Phone: 928-536-4237 Fax: 866-821-4287	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: ALPIN-2	FAX (A/C, No):
INSURED Alpine Fire District P.O. Box 227 Alpine, AZ 85920	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A: AMERICAN ALTERNATIVE INS CORP			19720
	INSURER B: A+ Rating			
	INSURER C:			
	INSURER D:			
	INSURER E:			
INSURER F:				

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		TR2051549-06	04/10/2013	04/10/2014	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
		MED EXP (Any one person) \$ 5,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COMP/OP AGG \$ 3,000,000
						\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		TR2051549-06	04/10/2013	04/10/2014	COMBINED SINGLE LIMIT (Ea accident) \$
		BODILY INJURY (Per person) \$				
		BODILY INJURY (Per accident) \$				
		PROPERTY DAMAGE (Per accident) \$				
		\$				
		\$				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		TR2051549-06	04/10/2013	04/10/2014	EACH OCCURRENCE \$ 4,000,000
		AGGREGATE \$ 8,000,000				
		\$				
		\$				
	DEDUCTIBLE \$				\$	
	RETENTION \$				\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

July 6th, 2013 ~ Fireworks.

All coverages and limits are subject to the terms, conditions, insuring agreement and exclusions in the policy.

CERTIFICATE HOLDER

STATE11

Apache County & Apache County
Board of Supervisors
St. Johns, AZ 85936

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING

May 7, 2013
St. Johns, Arizona

Present were: Chairman Tom M. White, Vice Chairman of the Board Barry Weller, County Manager/Clerk of the Board Delwin Wengert and County Attorney Devon Brown. Supervisor Joe Shirley, Jr. was unavailable due to an emergency.

Chairman White called to order the Apache County Board of Supervisors meeting the Public Health Services District meeting and the Library District 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.

Sheriff Dedman gave the invocation.

Ferrin Crosby led the Pledge of Allegiance.

Chairman White called for the Health District item.

Chris Sexton, Health Director requested approval to table the item for the creation of the Medico-Legal Death Investigator (Range 43) and related operating expenses. **Chairman White tabled the item.**

Mr. Weller moved to adjourn the Public Health Services District meeting, seconded by Mr. White. Motion passed.

Chairman White called for the Library District items.

Judith Pepple, Library Director, requested authorization to renew our electronic subscription to Ancestry Library Edition in the amount of \$7,830 to provide public access to their database at all of our libraries. Mr. Weller stated that he is concerned with the upcoming budget and asked where the funds come from to pay for this service. Ms. Pepple stated from library operating funds. Mr. Weller and Ms. Pepple held a discussion regarding the budget and the tracking of the use of the service. **Mr. Weller made the motion to not approve the renewal until we get closer to dealing with budgetary issues so he could see the rest of the library district funding.** Ms. Pepple stated that the renewal comes up next month and asked if she should contact the company and tell them they are not renewing since budgetary decisions won't be coming through until August. Mr. Weller responded that he is suggesting this not be approved at this time. Motion was tabled for lack of a second.

Judith Pepple, Library Director, requested approval to close District libraries on Saturday, May 25, 2013 and Saturday August 31, 2013 due to low demand for library services on these holiday weekends. **Mr. Weller moved approval, seconded by Mr. White.** Vote was unanimous.

Judith Pepple, Library Director, requested approval of a lease agreement renewal between Sanders Unified School District and the Apache County Library District effective July 1, 2013 through June 30, 2014 and the monthly rental will remain at \$300.00 per month. **Mr. Weller moved approval, seconded by Mr. White.** Motion passed.

Judith Pepple, Library Director, approval to advertise Request for Proposals for janitorial services for seven facilities in the Apache County Library District. **Mr. Weller moved approval, seconded by Mr. White.** Motion passed.

Judith approval to advertise Request for Proposals for janitorial services for Greer Memorial Library. Ms. Pepple stated that this is a shortened contract due to the reduced schedule for the Greer Library. **Mr. Weller moved approval, seconded by Mr. White.** Motion passed.

Judith Pepple, requested approval for the Round Valley Public Library to participate in the Springerville-Eagar Fourth of July Parade. Mr. Weller asked where the funding came from. Ms. Pepple stated from donations. **Mr. Weller moved approval, seconded by Mr. White.** Motion passed.

Mr. Weller moved to adjourn the Library District meeting, seconded by Mr. White. Motion passed.

Chairman White called for the regular agenda items.

Mr. White opened the floor for the call the public. Individuals may address the Board on any relevant issue for and 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.

Doyel Shamley, Eagar, Arizona addressed the board and stated that the article in the paper last Friday regarding the road highway weight and length issues; the reality of the article was that the author seemed to have an inability to do research and report and it diminished the efforts of all the people that helped; Beth, Bonnie and Malena for taking care of the paperwork for meetings, Ferrin, Delwin and all three supervisors who had to come together to hold a meeting to pass the resolution, Sheriff Dedman and Chief Eagar for their work as well as the municipalities in the county who wrote letters to ADOT supporting the efforts of the County. Mr. Shamley stated that he believes the County should address this issue because that article is a fallacy of the events and diminishes all the work Apache County put into the road issue.

Mr. Wengert requested approval of a Series 6 and Series 11 Liquor License Application recommendation for Amy Nations, Greer Peaks, 1 Main Street in Greer, Arizona and no protests were received. Kay Zahn, President of the Greer Peaks stated that the Series 11 will go by the wayside since it was just a temporary and the Series 6 will be the permanent license. **Mr. Weller moved approval, seconded by Mr. White.** Motion passed.

Mr. Wengert requested approval of a Special Event Liquor License Application recommendation for Terry Fillipi, Alpine Music Festival on June 15, 2013 Located at 42661 Highway 180, in Alpine, Arizona. Ms. Fillipi stated that this is an event to promote business and encourage an Economic Benefit and provided an overview of the festival and the security procedures. **Mr. Weller moved approval, seconded by Mr. White.** Motion passed.

Judge Jay Yellowhorse provided a presentation on the Community Cleanup Project that was created in April, 2011. Judge Yellowhorse stated that in the two year project, 28,000 pounds of trash have been collected. Chairman White commended Judge Yellowhorse for his work on this project. Mr. Weller asked Mr. Wengert to look into the possibility of waiving the fees for the trash disposal at Blue Hills. **No action was needed or taken.**

Mr. Wengert presented the Consent Items A-F and recommended approval. **Mr. Weller moved approval, seconded by Mr. White.** County Manager/Clerk of the Board: A. Request approval of minutes dated April 16, 2013 and April 17, 2013. B. Request approval of demands dated April 16, 2013 to May 7, 2013. Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process. US POSTMASTER 1,000.00 PATTERSON II, GL 1,001.00 JORDAN, SHARMEL L 1,012.60 O'REILLY AUTO PARTS 1,013.80 ST JOHNS EMERGENCY SERVICES 1,058.17 RUSH TRUCK CENTER 1,078.67 EMERGENCY PROFESSIONAL SERVICES PC 1,080.00 SCHIFF, LAURENCE 1,100.00 COLONIAL LIFE AND ACCIDENT IN 1,100.36 ASHTON'S REPAIR INC 1,105.05 SIERRA PROPANE 1,117.35 AZ SECRETARY OF STATE 1,148.00 MCT INDUSTRIES INC 1,152.65 CONDITIONED RESPONSE TRAINING 1,180.00 TJP COMMUNICATIONS 1,188.69 ROGERS, STEPHEN K 1,198.00 KWKM POWER 95.7 1,199.52 WAITE, MICHAEL CHAD 1,201.11 MUTUAL OF OMAHA 1,202.28 BURNHAM MORTUARY 1,211.95 OVERDRIVE INC 1,255.49 CDW GOVERNMENT LLC 1,291.08 CHEVRON USA INC 1,301.37 MERITAIN HEALTH FLEXIBLE SPENDING 1,304.20 INGRAM LIBRARY SERVICES 1,346.71 PIMA UNIFORMS 1,370.66 BAUMAN HOME AND AUTO INC 1,372.51 AVAYA COMMUNICATIONS 1,381.19 WEST PAYMENT CTR 1,403.30 NORCHEM DRUG TESTING LABORATORY 1,439.54 VERITAS RESEARCH CONSULTING 1,440.00 PERFECT PRINTZ LLC 1,485.45 EMILY L DANIES ATTORNEY AT LAW 1,512.50 NATIONWIDE 1,515.00 UNIVERSAL FLEET CARD 1,561.77 WHITE MOUNTAIN PUBLISHING CO 1,602.08 MERCK SHARP & DOHME CORP 1,622.14 EMPOWERMENT SYSTEMS INC 1,655.00 VERIZON WIRELESS 1,663.22 HILLYARD INC 1,681.58 VERITAS RESEARCH CONSULTING 1,705.06 VERITAS RESEARCH CONSULTING 1,725.79 QUILL CORP 1,735.75 SECURITY BENEFIT GROUP 1,796.00 KTNN RADIO STATION 1,839.68 OFFICE DEPOT 1,852.74 GALLUP LUMBER & SUPPLY 1,930.21 VOTES UNLIMITED 2,007.78 VERIZON WIRELESS 2,033.79 BARNES, PARTICIA M 2,060.00 KATHLEEN M MCGUIRE PSY D LLC 2,070.00 EMILY L DANIES ATTORNEY AT LAW 2,090.00 DOYLES AUTO BODY INC 2,091.45 HILLYARD INC 2,112.06 TJP COMMUNICATIONS 2,128.19 NAVOPACHE ELECTRIC COOPERATIVE 2,152.72 SLADE RANCH LLC 2,160.00 AMAZON COM INC 2,180.92 PIMA COUNTY MEDICAL 2,200.00 SHELL OIL 2,292.78 NAVAJO NATION WATER CODE ADMIN 2,296.40 FROG WINDOW CLEANERS 2,320.00 BILLS

DISCOUNT AUTO PARTS (NAPA) 2,352.24 SUPPORT PAYMENT CLEARINGHOUSE 2,368.44 NORTHLAND PIONEER COLLEGE 2,711.94 NAVAJO TRIBAL UTILITY AUTHORITY 2,724.81 QUILL CORP 2,746.57 SUMMIT EQUIPMENT REPAIR 2,756.91 YOUNGS FUTURE TIRE 2,763.87 WEST PAYMENT CTR 2,795.20 EMPIRE MACHINERY 2,890.96 INGRAM LIBRARY SERVICES 2,967.72 SLADE RANCH LLC 2,970.00 COUNTY MOUNTAIN AIRWAVES LLC 3,051.84 BRADCO 3,081.01 SMITH, JOHN R 3,150.00 PTS OF AMERICA LLC 3,182.00 WOODLAND BUILDING CENTER 3,216.12 NAVAPACHE CHEM DRY 3,244.00 AGUERO, ROBIN R 3,369.00 UNIVERSAL FLEET CARD 3,591.06 CORRECTIONS OFFICER RETIREMENT PLAN 520 3,868.68 FRONTIER 3,911.70 GRAVES PROPANE CO INC 3,974.78 QUILL CORP 4,105.26 DELL COMPUTER CORPORATION 4,251.64 INGRAM LIBRARY SERVICES 4,502.46 SILVER WING CONSTRUCTION 4,700.00 PILKINGTON ADVERTISING DESIGN LLC 4,800.00 DIX, JOHN RICHARD 4,950.00 FRONTIER 5,043.76 FRONTIER 5,549.07 AZ BOILER COMPANY INC 5,589.58 ROCKY MOUNTAIN HEATING & COOLING 5,700.00 ARIZONA YOUTH PARTNERSHIP 6,250.00 PATTERSON, DANA BRYCE 6,650.00 WILLIAMS LAW GROUP PLLC 6,650.00 LAW OFFICE OF MARSHA GREGORY 6,650.00 THE WOOD LAW OFFICE (RONALD WOOD) 6,650.00 BANNER GOOD SAMARITAN MEDICAL CENTER 6,741.50 HATCH CONSTRUCTION 7,065.42 CORRECTIONS OFFICER RET PLAN 7,813.91 LITTLE COLORADO RIVER PLATEAU 10,000.00 AZ DEPT OF ECONOMIC SECURITY 11,332.54 PUBLIC SAFETY PERSONNEL 401 12,135.07 NAVOPACHE ELECTRIC COOPERATIVE 15,411.84 ADHS AZ HEALTH CARE COST 22,400.00 EMPIRE MACHINERY 24,274.18 BRADCO 24,984.63 PUBLIC SAFETY SHERIFF RET 25,229.99 BLUE HILLS ENVIRONMENTAL 29,012.05 CANTEEN CORRECTIONAL SERVICE TRINITY SERVICES 29,461.97 BRADCO 33,543.07 AZ COUNTIES WORKERS COMPENSATION PLAN 69,567.22 AZ STATE RETIREMENT SYSTEM 78,422.13 APACHE COUNTY TAX WITHHOLDING 123,984.56 APACHE COUNTY MEDICAL 144,771.00 AZLGEBT 272,676.58 C. District III: Request authorization to provide \$1,500 in food items to the St. Johns Senior Citizens Center utilizing District III funds. Personnel Items: D. Community Development: Request authorization to remove Cindy Lee, permanent, part time Administrative Assistant I (range 22), effective April 30, 2013 and Shanna Pearce, permanent, part time Administrative Assistant I (range 22) from probationary status effective May 1, 2013 with the 2.5% end of probation increase. E. Probation Services: Request authorization to remove Brianna Hannah, Secretary, (range 20) from probationary status using temporary time, effective May 5, 2013 with the 2.5% end of probation increase. F. District II: Request authorization to hire a temporary Facilities & Maintenance Worker II (range 27) for 60 days not to exceed amount of \$3800.61. Vote was unanimous.

Chuck Motor, Probation Director, requested approval to transfer Luis Morales to the Probation Specialist (range 25) position at \$24,100.83 due to his experience with the department. Mr. Weller asked what salary range is. Mr. Moter stated that this is a reduction in salary. Karen Houston, Human Resources Director stated that Mr. Morales is going from \$27,248 to \$24,100.83. Mr. Moter stated that Mr. Morales understood that this would be a reduction in salary. **Mr. Weller moved approval, seconded by Mr. White.** Motion passed.

Ryan Patterson, Finance Director, requested approval of the Lease/Purchase Agreement with Wells Fargo Bank in the amount of \$508,000.00 for the purchase of the Tyler Software. The

Tyler Technologies contract was approved by the Board of Supervisors on March 19, 2013 so this is for the financing of a five year lease at \$101,600 a year. **Mr. Weller moved approval, seconded by Mr. White.** Motion passed.

Ryan Patterson, Finance Director requested approval to amend the purchasing policy to increase the bidding threshold in accordance with the Auditor General's threshold guidelines as permitted in A.R.S. 11-254.01, 41-2535 and 41-2501(C). Mr. Patterson stated that there was a slight adjustment to what was in the Board's packet and requested approval of the updated policy. **Mr. Weller moved approval, seconded by Mr. White.** Motion passed.

Ryan Patterson, Finance Director, requested approval to become a member of the Intergovernmental Cooperative Purchasing Agreement, National Purchasing Partners. **Mr. Weller moved approval, seconded by Mr. White.** Mr. White asked if there was a fee to join. Mr. Patterson stated no. Motion passed.

Malena Bazarro, Grants Manager: requested approval to hire Woodson Engineering to complete an environmental assessment at the Apache County Fair Grounds for the 2012 Community Development Block Grant Project at a cost not to exceed \$12,820. **Mr. Weller moved approval, seconded by Mr. White.** Motion passed.

Mr. Wengert on behalf of the County Manager's Office and Community Development: requested approval to modify Administrative Assistant I (range 22) Shanna Pearce's position from part time (19hours) to full time (40 hours) and assign her the additional duties of the switchboard & mailroom. Mr. Wengert stated that Ms. Pearce is currently working part time for Community Development and would work for both departments and would be eligible for benefits and split the salary. A discussion was held regarding switchboard coverage. **Mr. Weller moved approval, seconded by Mr. White.** Motion passed.

Mr. White stated that regarding the cancelation of the lease contract with the Town of Eagar for the use of the Apache County rodeo ground facility, Mr. White stated that since Mr. Shirley was not available he want to table the item until all three Supervisors were present. **The item was tabled.**

Chief Deputy Brannan Eagar, requested approval of the High Intensity Drug Trafficking Area (HIDTA) grant in the amount up to \$4,000 to be used for domestic highway enforcement activities. **Mr. Weller moved approval, seconded by Mr. White.** Motion passed.

Mr. Wengert requested approval of a press release urging action by the Governor and the legislature regarding County funding priorities. **Mr. Weller moved approval, seconded by Mr. White.** Motion passed.

County officials urge action on county priorities

St. Johns, Arizona May 7, 2013—Elected officials from Arizona's fifteen counties are urging Governor Jan Brewer, Senate President Andy Biggs, House Speaker Andy Tobin and the legislature, to return millions of dollars in county funds the state diverted during the recent economic crisis.

Referring to the request made to the governor and all 90 lawmakers, County Supervisors Association President and Yuma County Supervisor Lenore Stuart said, "Though the state and municipalities are seeing an uptick in revenues, county revenues continue to be suppressed by falling property tax collections and federal cuts to local resources. Given the financial situation of counties across the state, lawmakers should return county tax dollars so they can support local services, such as public safety and road maintenance."

Tom White, Apache County Chairman of the Board added: "In Apache County, we are working on our FY 2014 budget and resources are extremely limited. We urge the Governor and the legislature to restore the \$550,000 lottery money that was taken from the counties, and to stop the diversion of Highway User Revenue Funds to DPS. These funds are critical for operations, and must be restored for local use."

The letter, signed by the chairperson of each county board of supervisors, stated it was critical the state restore those funds to the individual counties for local county services and constituent needs.

Specifically, the county leaders asked state officials to:

- Eliminate county payments to the Arizona State Hospital (ASH). Beginning in FY2010, the state required counties to fund treatment of sexually violent persons incarcerated at ASH. Since then, counties have paid \$10.9 million to the state agency for services previously provided by and funded through the state.
- Restore local government Highway User Revenue Funds (HURF). For most counties, HURF is the only revenue source available to maintain, repair and build roads. Since FY09, more than \$100 million of county HURF resources have been diverted to backfill general fund losses to state agencies. Restoration of HURF dollars will provide approximately \$20.9 million annually so counties can perform critical road maintenance.
- Re-establish the counties' share of Lottery revenues. In FY 2011, the state budget eliminated the allocation of \$7.65 million of lottery revenues. Lottery revenues provide partial compensation to counties for performing state-mandated functions.

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Mr. Wengert presented the request that following a possible executive session pursuant to ARS 38-431.03 A)(3) for legal advice regarding the possible implementation of future predatory animal regulations, discussion and possible approval of a resolution regarding predatory animals and the increasing threat to the safety, health and welfare of people. Mr. White stated that he felt that Supervisors Shirley should be present for the executive session. A discussion was held regarding approving the resolution on the predatory issues. **Mr. Weller moved to approve the resolution, seconded by Mr. White.** Motion passed.

Resolution # 2013-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA,
DECLARING THE NEED TO ADDRESS HUMAN-PREDATOR DANGERS IN APACHE
COUNTY AND DEMANDING FURTHER ORDINANCES AND GOVERNMENTAL
COOPERATION TO ADDRESS SUCH ISSUES

WHEREAS, the Apache County Board of Supervisors finds and determines that the increase of dangerous predators, including introduced, experimental and managed species, will result in an increase in human-predator encounters that can result in threats, attacks, injuries and death to humans, especially vulnerable, handicapped, elderly and children throughout the county; and,

WHEREAS, the Apache County Board of Supervisors finds and determines that predatory animals, including introduced, experimental and managed species, and predator-human encounters pose serious threats to human settlements, family households, expose children to health and safety risks, and threaten the economic well-being of families and businesses within the County; and,

WHEREAS, disease and spread of disease by predators including introduced, experimental and managed species and rodents is not being addressed sufficiently/effectively by the agencies at hand; and,

WHEREAS, increasing pressure on livestock from predatory animals, including introduced, experimental and managed species, has shown to impact and have detrimental effects to yearling operations; and,

WHEREAS, increased pressure from predatory animals, including introduced, experimental and managed species, has led to drastic and negative impacts on big game animals throughout the western U.S.; and,

WHEREAS, psychological impacts and damages have been proven and testified to, by licensed mental health professionals, concerning the impacts of predators, including introduced, experimental and managed species such as the wolf, with no relief forthcoming; and,

WHEREAS, many experts on predators, including introduced, experimental and managed species to include wolves, demonstrate that habituated predators may cause danger to the citizens of Apache County because these predators may have lost their fear of humans; and,

WHEREAS, the Board desires to increase its ability to protect humans, the general well-being of humans, livestock and domesticated animals from predatory animals, including introduced, experimental and managed species; and,

WHEREAS, the Board has a fiduciary responsibility under its statutory police powers to protect the health, safety and welfare of its residents; and, the County reserves the right to take whatever actions necessary to do so; and,

WHEREAS, on January 2, 2013, Arizona Game & Fish along with the U.S. Fish and Wildlife Service announced another Mexican Gray Wolf would be released into Apache County; and,

WHEREAS, previous documents prepared by U.S. Fish and Wildlife and Arizona Game and Fish Department show the intent to introduce more wolves into Apache County and surrounding areas, including the proposal of a "Southwestern Gray Wolf" management plan announced on December 18, 2012; and,

WHEREAS, the Apache County Board of Supervisors finds and determines that the USFWS actions to address Mexican Gray Wolf threats to human settlement's, households and residents of the County are not sufficient to reduce and eliminate these threats to human populations,

NOW THEREFORE, BE IT RESOLVED, the Board of Supervisors of Apache County declares that predator-human interactions are presenting a clear and substantial danger to County residents and economic interests.

BE IT FURTHER RESOLVED, that the Board of Supervisors directs its staff to prepare an Ordinance Setting Forth Emergency Predator-Human Incident Protective Measures.

BE IT FURTHER RESOLVED, that the purpose of the proposed ordinance be to:

1. Prevent human death and injury;
2. Assist County residents who encounter predators and fear for their lives;
3. Provide rapid response to residents who cannot safely protect themselves from predator encounters that present a threat, as described above;
4. Prevent loss of livestock and any other property that may be damaged or destroyed by predators;
5. Reduce predator-human interactions; and,
6. Reduce habituated predators from human encounters.

BE IT FURTHER RESOLVED, that this Resolution and the proposed ordinance be called immediately to the attention of Governor Jan Brewer, Arizona Game and Fish Department, Unites States Fish and Wildlife Service, Arizona Congressional Delegation and the Arizona Legislature, and that meetings, as needed, be coordinated as soon as possible.

PASSED, ADOPTED AND APPROVED at St. Johns, Arizona on May 7, 2013.

APACHE COUNTY BOARD OF SUPERIVOSRS

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

ATTEST:
/s/ Delwin Wengert
Clerk of the Board

Mr. Weller moved to adjourn the meeting, seconded by Mr. White. Motion passed.

Approved this 21st day of May, 2013.

Tom M. White, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board

OFFICIAL PROCEEDINGS THE APACHE COUNTY
BOARD OF SUPERVISORS SPECIAL MEETING

May 8, 2013
St. Johns, Arizona

Present were: Vice Chairman Barry Weller, Delwin Wengert, County Manager/Clerk of the Board and Bonnie Stallings, Executive Assistant. Participating via the telephone was Chairman Tom M. White, Jr., Supervisor Joe Shirley, Jr., and Attorney Joe Young.

Chairman White called to order the Special Apache County Board of Supervisors meeting at 4:34 p.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona.

Mr. Wengert read Item 1 of the Agenda which stated: Discussion and possible approval to cancel the lease contract with the Town of Eagar for the use of the Apache county rodeo ground facility. Mr. Wengert indicated that the County Attorney had reviewed this item and everything is in order. Eagar Town Manager indicated that he was against this item.

Discussion regarding the 30 day notice to the Town of Eagar which indicated that the termination was to start on Thursday, May 9, 2013. In response to the opposition, conversations indicated that the Mayor and Council members of Eagar have been in contact with the County in relation to their concerns.

Supervisor Weller discussed the importance of the county facilities in Eagar and that the grounds had an important place in history and operations and events have and will support the Town and economy.

Mr. Nau stated that the Town of Eagar's standpoint on behalf of the Mayor and Council members is that the rodeo grounds do need attention and it is their desire to make improvements and help the economic development for Apache County. The Town of Eagar would like to extend the lease for 20-25 years and remove the 30 day clause. If the Town could have assurances from the County then they would seek grants to improve the facility conditions. Mr. Nau indicated that in the fall of last year the County had expressed a request to transfer the facility to Eagar but after the election they were told the opposite by the County. In Mr. Nau's years of experience he has never had two entities fight on how to spend money. Eagar would prefer to entail into a cooperative relationship and the best for the Town of Eagar would be the 25 year lease and to remove the 30 day notice.

Discussion from Supervisor Weller was that he hoped there would be a cooperative relationship and to work together.

Supervisor Shirley asked if there was anyone in the room that opposed this cancellation and if they had anything to say?

Art Lee spoke and indicated that a lot of thought and hard work had gone into obtaining the property in Eagar. The Sheriff's Possee kept it up but now it is in disarray since Eagar took over. The Blue Building was built with approval of the County. Sno-Cat's, boats and emergency equipment was bought and stored in the Blue Building. Mr. Lee would like the buildings undertaken under the County umbrella.

Supervisor Weller stated that he is concerned about the value of the property and what the County has invested and the acquisition is to serve the County and its surrounding communities and it should be a single entity and bring more activities into the area. Supervisor Weller believes that we should keep the facilities under the County control and slowly utilize the resources (i.e. engineering, roads, use prisoners to help, obtain grants such as the CDBG which can be applied in three years and help obtain ADA improvements. Supervisor Weller hopes the transition period will help each community to thrive and he asks for the 30 day notice to be implemented.

Supervisor Shirley voiced his concerns that he does not know how each district is doing financially and asked where is the money needed for these improvements coming from and if the funds are federal money or from private entities, Mr. Shirley stated that he would like to see a cooperative agreement conducted because if the refurbishing is to be done immediately we don't have the money to do this. A discussion was held regarding Preferred Sand that will be donating the sand

Mr. Wengert spoke and indicated that the County has savings and contingency for the improvements which will need to be made for the 4th of July event. He also said that in the short term, it should cost approximately \$10 to 15,000 to address the projects needed in Eagar.

Supervisor Shirley stated that the County has more life situations such as the drought and possible flooding if hard rains come and that he finds it hard to support this undertaking of the Eagar facilities. Mr. Shirley asked Mr. Nau if Eagar has the money to put the grounds up to par. Seau Nau said that this was an interesting plan. The basic plan that was brought up before was to look into five grants and obtain \$250,000 through these grants for improvements. Eagar has been struggling for the last year but at hand a cash reserve has been designated and they have 90 days cash on hand and a future cash reserve. A Rodeo Committee has been established and the members consist of one-third of the Possee. The idea was to organize a non-profit organization and to take the proceeds and put them back into the facility for improvements. Mr. Nau hopes that the long run would be to extend the lease and move forward.

Mr. Wengert indicated that if the Board directs Administration to improve the facilities then the County does have the funds, manpower and skilled labor to complete projects needed.

County Attorney Joe Young was asked if there is a legal issue involved pertaining to a 25 year lease. Mr. Young stated he would look into this.

Mr. Nau informed the Board that the Blue Building is the only facility to host large special events and a large part of the acquisition to host events within the community. A lot of events

help in the Blue Building have been the Elk program, fundraisers for special needs such as someone with cancer, etc. It is a very important asset in the area. Eagar has offered other alternatives to the County. Some of them being vacant property closer to the Forest and areas to keep equipment. Eagar stores their equipment outside and it has never been an issue.

Supervisor White expressed his concern if any of these issues are legal issues today and whether a redraft of the lease would be needed.

Supervisor Shirley appreciated all the comments made but retains the position and moves for team work. It would be a way to work with Eagar and other entities and obtain money from Eagar and other entities. He is looking at the budget and fees that Apache County is not in a good position. He stated that he would rather defer this Motion and get together and discuss more possibilities. There should be time to work together

Supervisor Weller made the motion to approve the termination of the lease which is poorly written and has caused some confusion, seconded by Mr. White. Motion passed 2-1 with Mr. Shirley voting nay.

Mr. White moved to adjourn the special meeting, seconded by Mr. Weller. Motion passed.

Approved this 21st day of May, 2013.

Tom M. White, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

COUNTY MANAGER'S OFFICE

Date/Signature: _____

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

APPROVAL OF DEMANDS

BOS Meeting Date Requested ON-GOING

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

BOARD ACTION TAKEN

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

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Finance Dept

Date/Signature: 5-14-13

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

1. Finance Department: Request authorization to transfer budgeted contingency money to those general fund budgets that have overrun at the close of FY2012, based on auditor's recommendation and request authorization to transfer budgeted contingency money to those general fund budgets which will be overrun at the close of FY2013.

BOS Meeting Date Requested

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

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

BOARD ACTION TAKEN

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



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Human Resources

Date: 01/21/13

Signature: _____

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

Request authorization to convert the currently vacant Administrative Assistant position from part-time (19 hours) to a part-time (20 hours w/benefits) position. Financial concerns have been addressed in the 2013-2014 budget.

Date & Time Needed: _____

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: *K. D. [Signature]*

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board _____

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: DISTRICT II - VERBAL PER SUPERVISOR WHITE

Date/Signature: 05/13/13

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

REQUEST TO TEMPORARILY HIRE ONE (1) FACILITY MAINTENANCE WORKER I, EFFECTIVE MAY 20,
2013 TO JULY 20, 2013.BOS Meeting Date Requested 04/16/2013**PRE-AGENDA ITEM REVIEW**

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

BOARD ACTION TAKEN

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

Signature Clerk of Board _____

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: DISTRICT II - VERBAL PER SUPERVISOR WHITE

Date/Signature: 05/13/13

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

REQUEST TO TEMPORARILY HIRE ONE (1) FACILITY MAINTENANCE WORKER II, EFFECTIVE MAY 20, 2013 TO JULY 20, 2013. BOS Meeting Date Requested 04/16/2013

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board _____

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: DISTRICT II - VERBAL PER SUPERVISOR WHITE

Date/Signature: 05/06/2013

Describe in detail what you want to say to the Board and what action you want the Board to take: REQUEST
AUTHORIZATION TO REMOVE LAHOMAH BAHE, PERMANENT, FULL TIME ADMINISTRATIVE ASSISTANT II, FROM
PROBATIONARY STATUS EFFECTIVE MAY 27, 2013 WITH THE 2.5% END OF PROBATION INCREASE. TEMPORARY
TIME TO BE CONSIDERED TOWARDS PROBATIONARY PERIOD. BOS Meeting Date Requested 05/21/2013

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

BOARD ACTION TAKEN

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

Signature Clerk of Board _____



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County District One

Date: 5/13/13

Signature: Patsak Samul

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

II 58

District One requesting authorization to hire an Administrative Assistant temporary employee at \$11.00 per hour 40 hours a week starting on May 28, 2013 to August 31, 2013, using general & roads funds.

Date & Time Needed: May 28, 2013

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board

**BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM**Submitter's Name: Apache County Assessor's OfficeDate: 5-14-13 Signature: Christina J. Hays

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

Request authorization to Remove Ruben Aranda from Probation status effective May 14, 2013, with the 2.5% End of probation increase, utilizing his temporary time.

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

Legal Review: _____

Signature: _____

Finance Review: Discussed with Mr. Ryan Patterson.

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: [Signature]

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board _____



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Sheriff's Office

Date: May 15, 2013

Signature: _____

[Handwritten Signature]

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

Apache County Sheriff's Office request authorization to pay out sick leave balance for Matrese Avila in accordance to Apache County Policy.

Date & Time Needed: May 21, 2013

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

[Handwritten Signature]

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

Community Development Department

Date: 5/07/2013 Signature:



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

Consider and possibly approve a Conditional Use Permit for Smith Bagley, LLC (dba) CellularOne to build a Telecommunications Tower next to the Fire Department in Nutrioso; Also to place a temporary tower onsite during the building process. 101-46-020F.

Date and/or Time Needed: 5/21/2013

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature of Clerk of the Board: _____

APACHE COUNTY, ARIZONA CONDITIONAL USE PERMIT APPLICATION

Owner/Applicant name: Smith Bagley (dba) CellularOne

Address: 1500 S White Mountain Rd, Show Low, AZ 85901

Telephone: 928-537-0690

- Description of "Conditional Use(s)" Smith Bagley (dba) CellularOne to build a Telecommunications Tower next to the Fire Department in Nutrioso. Also to place a temporary tower onsite during the building process. 101-46-020F.

Provisions of the Zoning Ordinance that shall be made part of this application: _____

Assessor's Parcel Number: 101-46-020F

Legal description or location of applicable property: Sec 15 T17N R 28E

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

Signature of Applicant or Legal Agent: (Signature on File)

Date: 5/2/2013

Commission Action: Item Passed - Voting was unanimous

Comments: _____

Date: 5-2-13

Planning & Zoning Commission Signature: _____

Board of Supervisors Action: _____

Date: _____

County Supervisor

Date: _____

ATTEST: _____

County Clerk

Date: _____

Live  Connected

CELLULARONE

Nutriosos Citizens Review Meeting

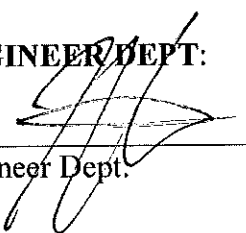
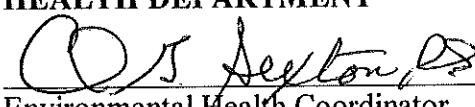
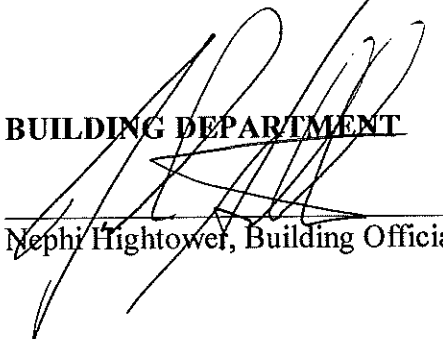
Date April 27, 2013

Sign in Sheet

Bob Nordman	Bob 44	NUTRIOSOS	85932	9-4122
JENNIFER + MIKE EDL	#382	"	"	4429
DAN Goude	#184	"	"	9-4032
PAT PATTERSON	77	"	"	9-4674
GEORGE Rollins		"	"	9-4001
KEN & DIANE THOMPSON	237	"	"	9-4518
Gerald McCasland	87	"	"	9-4598
CATHLEEN SCHLESINGER	267	"	"	9-1967
Marla Fuentes		"	"	9-4512
Virginia Rogers	283	"	"	339-4512
NATHAN & ELSA CASTILLO	91	"	"	339-4972
Janet Canuly Sliden	47	"	"	339-4291
Bill Farber	342	"	"	9-4564
Chuck Pemberton	396	"	"	9-1919
Billy Porter		"	"	9548
Colleen Jackson	Box 98	Nutriosos		9-4614

APPLICANT: Smith Begley (DAS) Celluffat One DATE: 4/15/13

CHECKLIST FOR *Conditional Use Permit* APPLICATION APPROVAL, PLEASE SIGN BELOW AND INCLUDE A WRITTEN REPORT FROM YOUR DEPARTMENT ON BEHALF OF INFORMATION MISSING OR ISSUES YOU MAY HAVE CONCERNS ABOUT. NO ISSUES CHECK OFF COMPLETE. (PLEASE REVIEW AND PASS TO FOLLOWING DEPT. A.S.A.P!!!)

	Complete	Staff Report Included
ENGINEER DEPT:  _____ Engineer Dept.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
HEALTH DEPARTMENT  _____ Environmental Health Coordinator	<input checked="" type="checkbox"/>	<input type="checkbox"/>
BUILDING DEPARTMENT  _____ Nephi Hightower, Building Official	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMUNITY DEVELOPMENT _____ Milton Ollerton, Director	<input type="checkbox"/>	<input type="checkbox"/>



CONDITIONAL USE PERMIT APPLICATION

APPLICANT

Name Smith Bagley (dba) Cellular One
Mailing Address 1500 S. White Mountain Rd
Show Low, Az. 85901
Contact Person Renee Chappell
Phone 928-537-0690 Fax 928-532-2611
Email rchappell@cellularoneaz.com

PROPERTY INFORMATION

Assessor's Parcel # 101-46-020F
Township 6N Range 30E Section 5
Subdivision _____
Unit # _____ Lot # _____
Address/Location PO Box 74 Nutrioso, Az.
41765 Highway 180
Existing Zoning Agricultural General
Existing Land Use Volunteer Fire Dept.
Lot Size 2.0 Acres

CONDITIONAL USE PERMIT REQUEST

Please provide a brief description of the request.

Request Approval To build a 180'
Telecommunications Tower
Next To The Fire dept in Nutrioso.
Also To place a COW (Temporary Tower)
on site during Permit Processing
and Building The Tower

Temporary Use: _____ Yes ☒ No _____

SUBMITTAL CHECKLIST

Pre-application meeting with a staff planner in the Planning and Zoning Division.

Application, photographs, diagrams, site plans with the setbacks noted, and any other required information. Please be precise and detailed. (See the attached guidelines)

Citizen Review Process as listed in ordinance Section 1106. And a list of names and addresses of all the property owners within 300 feet of subject property. Seventeen copies of all plans and drawings.

Map to property.

A non-refundable filing fee.

All required items need to be submitted to Planning and Zoning at least 30 days prior to the next scheduled meeting.

CERTIFICATION & SIGNATURE

Submittal of this application constitutes consent of the applicant in granting the 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 _____

Signature of Property Owner (If not the applicant)

[Signature] Date 3/18/13

OFFICE USE ONLY

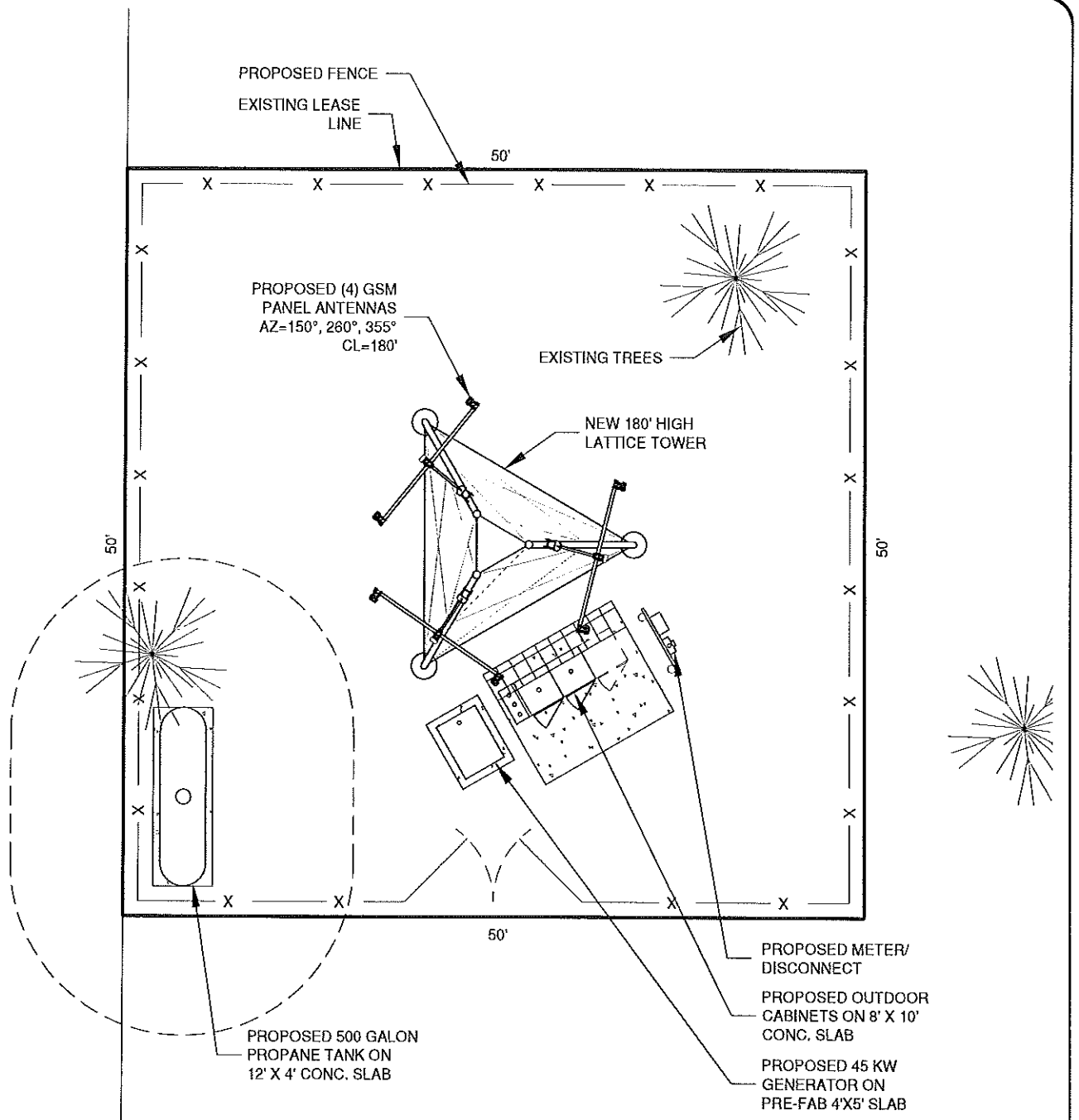
Received By L. Prentice Date 3/27/13
Receipt # 226310 Fee \$500.00
Permit # 2013-00000293
Related Cases _____
Appeal Filed By _____ Date _____
Receipt # _____ Fee _____

COMMISSION ACTION

Approved with Conditions (see attachments) _____ Denied _____
Resolution # _____ Date _____

BOARD ACTION

Approved with Conditions (see attachments) _____ Denied _____
Ordinance # _____ Date _____



CENTER OF LEASE BOUNDARY/

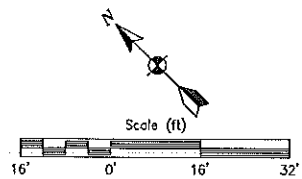
TOWER LOCATION

LAT: 33°56'42.41" N

LONG: 109°12'08.98" W

ELEV: ±7,800.63'

LEASE LOCATION & ELEVATION PER
RECORD OF SURVEY DATED 9/13/12



PREPARED FOR:

CELLULARONE

Live,  Connected

CELLULARONE of NE Arizona

1500 South White Mountain Road

Show Low, AZ 85901 Phone: 928-537-0690

SITE INFORMATION:

SITE PLAN
NUTRIOSO

LEASE EXHIBIT
APACHE COUNTY, AZ

DATE: 11/12/12

JOB NO: 19037

SHEET: 1 OF 2

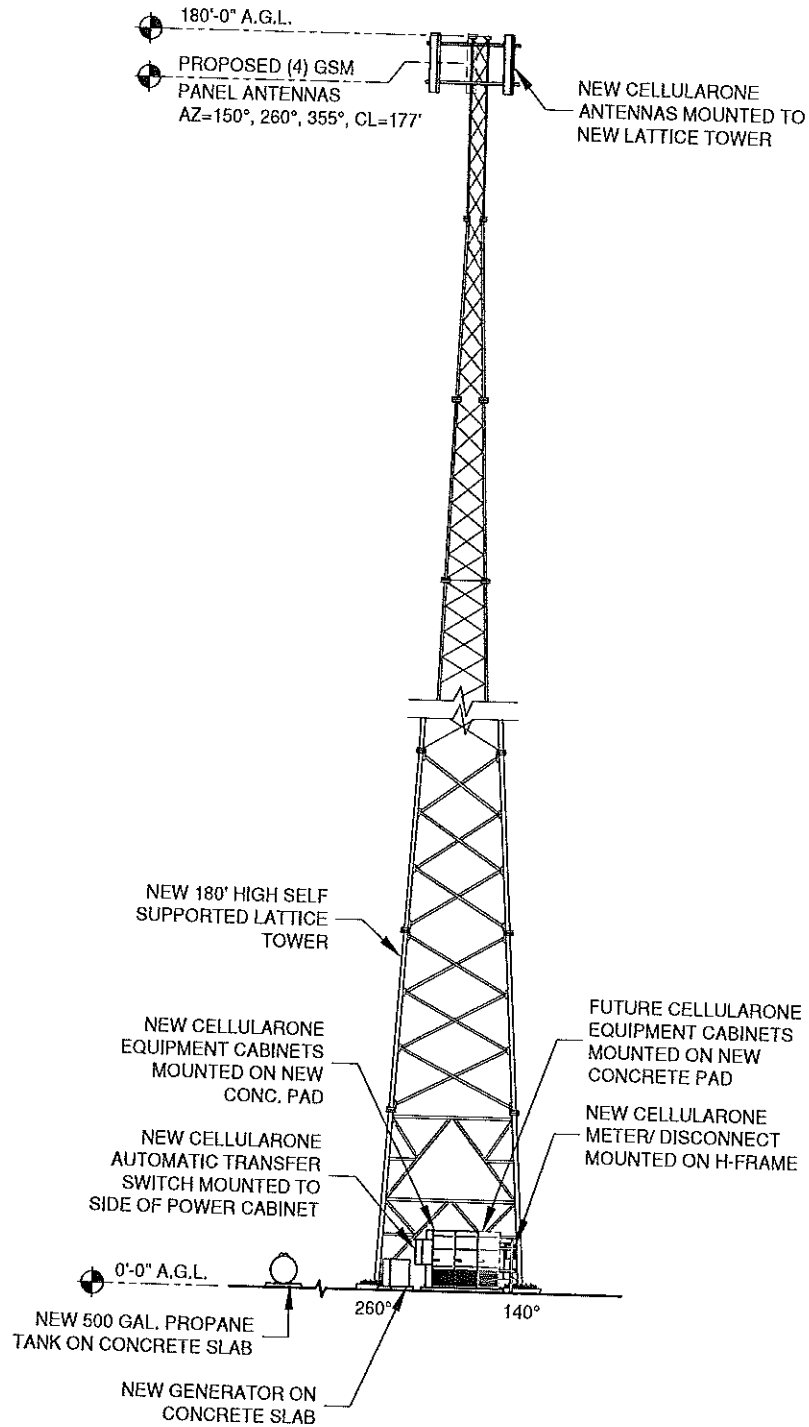
PREPARED BY:

IRONSIDE
Engineering & Development, Inc.

P.O. BOX 1358

Show Low, AZ, 85902

(928) 532 - 0880



PREPARED FOR:

CELLULARONE

Live and Connected

CELLULARONE of NE Arizona

1500 South White Mountain Road

Show Low, AZ 85901 Phone: 928-537-0690

SITE INFORMATION:

**TOWER ELEVATION
NUTRIOSO**

**LEASE EXHIBIT
APACHE COUNTY, AZ**

PREPARED BY:

IRONSIDE
Engineering & Development, Inc.

P.O. BOX 1358

Show Low, AZ. 85902

(928) 532 - 0880



DATE: 11/12/12

JOB NO: 19037

SHEET: 2 OF 2

M:\Cadd\des\19037-Nutrios\dwg\Exhibit

CONSTRUCTION DRAWINGS

FOR

NUTRIOSO

APACHE COUNTY, ARIZONA

A PORTION OF THE NW 1/4 OF SECTION 5, TOWNSHIP 6 NORTH, RANGE 30 EAST
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA

CELLULARONE

Live  Connected

SITE NAME: NUTRIOSO
SITE TYPE: LATTICE TOWER
CITY: N/A
COUNTY: APACHE COUNTY
STATE: ARIZONA
LAT: 33°56'42.41" N
LONG: 109°12'08.98" W

GENERAL NOTES AND COMPLIANCE

- INSTALL ALL EQUIPMENT AND MATERIALS PER THE MANUFACTURER'S RECOMMENDATIONS, UNLESS INDICATED OTHERWISE.
- REFER TO THE ARCHITECTURAL SITE PLAN FOR WORK INCLUDED.
- THE CONTRACTOR SHALL AT ALL TIMES KEEP THE SITE FREE FROM ACCUMULATION OF WASTE MATERIALS OR RUBBISH FROM AND ABOUT THE BUILDING AREA, INCLUDING ALL HIS TOOLS, SCAFFOLDING, AND SUPPLIES MATERIALS AND SHALL LEAVE THERE WORK CLEAN AND READY FOR USE.
- THESE SPECIFICATIONS AND CONSTRUCTION DRAWINGS ACCOMPANYING THEM DESCRIBE THE WORK TO BE DONE AND THE MATERIALS TO BE FURNISHED FOR THE CONSTRUCTION OF THIS PROJECT.
- MINOR DEVIATIONS FROM THE DESIGN LAYOUT ARE ANTICIPATED AND SHALL BE CONSIDERED AS PART OF THE WORK. NO CHANGES THAT ALTER THE CHARACTER OF THE WORK WILL BE MADE OR PERMITTED WITHOUT CONSENT OF CELLULARONE MANAGER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL MEASUREMENTS AT THE SITE BEFORE ORDERING ANY MATERIALS OR DOING ANY WORK. NO EXTRA CHARGE OR COMPENSATION SHALL BE ALLOWED DUE TO DIFFERENCE BETWEEN ACTUAL DIMENSIONS AND DIMENSIONS INDICATED ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY IN DIMENSIONS, WHICH MAY BE FOUND, SHALL BE SUBMITTED TO CELLULARONE FOR CONSIDERATION BEFORE THE CONTRACTOR PROCEEDS WITH THE WORK IN THE AFFECTED AREAS.
- NO HAZARDOUS OR COMBUSTIBLE MATERIAL IS TO BE STORED WITHIN THIS FACILITY.
- CONTRACTOR TO PROVIDE STREET ADDRESS / IDENTIFICATION PER LOCAL MUNICIPALITY REQUIREMENTS.
- THIS PROJECT / FACILITY IS UNMANNED AND NOT INTENDED OR DESIGNED FOR HUMAN HABITATION. EXITS AND LANDINGS SHALL COMPLY WITH APPLICABLE BUILDING CODES.

RF CONFIGURATION SUMMARY TABLE							
SECTOR	AZIMUTH	QTY.	MODEL	SIZE	QTY.	SIZE	TYPE
ANTENNAS/MICROWAVES	160°	(2)	KATHREIN 600 10215 WITH TMA ANDREW 1000	6.5'	(2)	1.50"	AVAZ
	200°	(2)	KATHREIN 600 10215 WITH TMA ANDREW 1000	6.5'	(2)	1.50"	AVAZ
	350°	(2)	KATHREIN 600 10215 WITH TMA ANDREW 1000	6.5'	(2)	1.50"	AVAZ

GENERAL NOTES AND COMPLIANCE

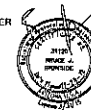
- T-1 PROJECT INFORMATION AND DATA
- SP-1 PROJECT SPECIFICATIONS & GENERAL STRUCTURAL NOTES
- A-1 SITE PLAN
- A-2 ENLARGED SITE PLAN
- A-3 ENLARGED ANTENNA & MICROWAVE PLAN
- A-4 PROJECT ELEVATIONS
- A-5 PROJECT DETAILS
- A-6 PROJECT DETAILS
- E-1 GENERAL NOTES, LEGEND, SHEET INDEX
- E-2 SITE POWER PLAN
- E-3 GROUNDING PLAN, ONE-LINE, CALCS, SCHEDULES

CLIENT

CELLULARONE OF NE ARIZONA
1600 SOUTH WHITE MOUNTAIN ROAD
SHOW LOW, AZ 86001
CONTACT: RENEE HIGGINS/OTHAM
PHONE: (928) 627-0275 ext. 2322

DESIGNER

IRONSIDE ENGINEERING & DEVELOPMENT, INC.
P.O. BOX 1050
SHOW LOW, AZ 86092
CONTACT: DANNY SHURTER
PHONE: (928) 632-0680










PROJECT DATA

CARRIER: CELLULARONE
JURISDICTION: APACHE COUNTY
BUILDING CODES:

OCCUPANCY:
EQUIPMENT CABINET NEW
LATTICE TOWER NEW
CONSTRUCTION TYPE:
EQUIPMENT CABINET N/A
LATTICE TOWER N/A

CELLULARONE LEASE AREA: ±2,500 S.F.

SYMBOLS

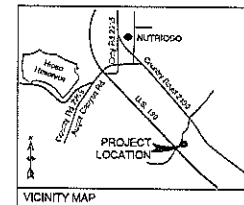
-  DETAIL MARK
-  SECTION MARK
-  ELEVATION REFERENCE
-  REVISION
-  ELEVATION DATA A/F, P.
-  LEASE LINE
-  FENCE LINE

PROJECT DESCRIPTION

THIS PROJECT CONSISTS OF THE PLACEMENT OF NEW EQUIPMENT CABINETS ON NEW CONCRETE SLAB - (1) ANTENNAS MOUNTED TO A NEW LATTICE TOWER. DEVELOPMENT AND CONSTRUCTION OF THIS PROJECT WILL COMPLY WITH ALL APPLICABLE CODES AND ORDINANCES. THIS PROJECT DOES NOT INCLUDE WATER OR SEWER. THIS PROJECT INCLUDES PERMANENT TELEPHONE AND ELECTRICAL CONNECTIONS. EXISTING PARKING IS NOT AFFECTED BY THIS PROJECT.

SITE DIRECTIONS

- FROM NUTRIOSO, AZ US-191 & COUNTY RD. 2260:
- HEAD SOUTH ON US-191, 0.0 MI. AN UNKNOWN ROAD.
 - TURN LEFT ON UNKNOWN ROAD AND PROCEED APPROX. 0.04 MI TO SITE ON THE RIGHT SIDE OF THE ROAD.



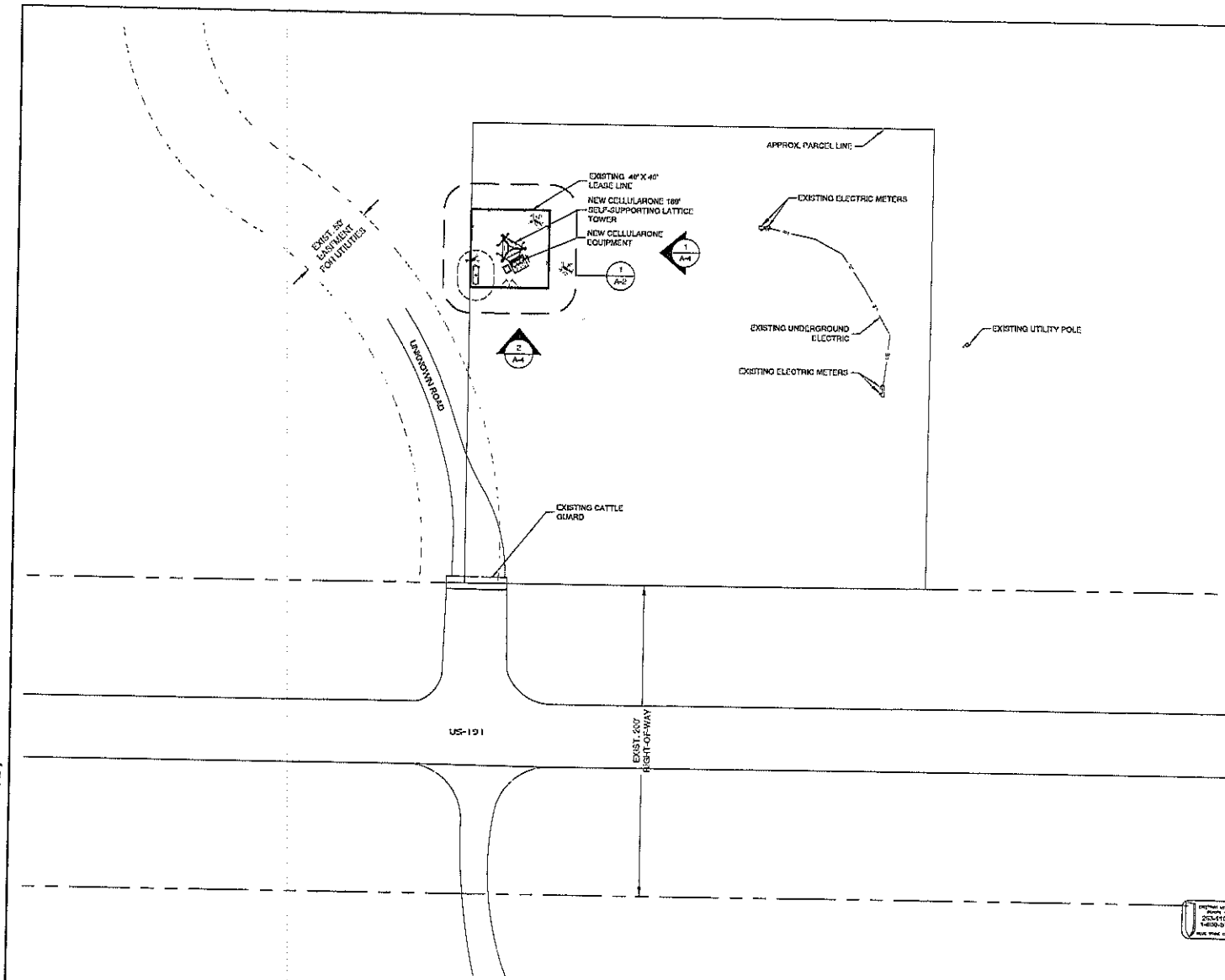
CONSTRUCTION DRAWINGS
NUTRIOSO
PROJECT INFORMATION
AND DATA

IRONSIDE
Engineering & Development, Inc.

CELLULARONE
Live  Connected

REVIEWED: 11/09/09
DATE: 11/09/09
REWORK: J.A.
PROJECT: 11/11

15037



- GENERAL NOTES:**
1. GRADING OF SITE SHALL BE LIMITED TO THE AREA WITHIN LEASE SPACE CONTRACTOR TO GRADE SITE TO DIRECT FLOW OF WATER AWAY FROM EQUIPMENT.
 2. CONTRACTOR TO VERIFY LOCATIONS OF ALL UTILITIES PRIOR TO DIGGING.
 3. EXACT LOCATION OF EQUIPMENT PAD TO BE VERIFIED WITH CELLULARONE BEFORE CONSTRUCTION.
 4. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING AND REPAIRING ANY AND ALL DRIVEWAY DAMAGE CAUSED BY SAID CONSTRUCTION.
 5. CONTRACTOR TO PROTECT ALL EXISTING LANDSCAPING TO REMAIN - REPAIR / REPLACE IN KIND TO SATISFACTION OF CELLULARONE REPRESENTATIVE / OWNER.



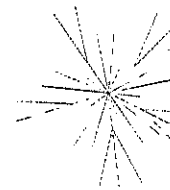
Scale (ft)
 0' 20' 40' 60' 80' 100'

REVISION BLOCK			
NO.	DATE	DESCRIPTION	BY

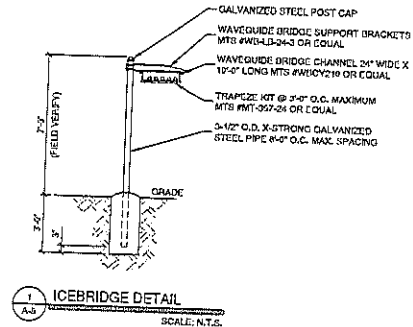
CONSTRUCTION DRAWINGS	
NUTRISO	
SITE PLAN	

CELLULARONE 10000 South White Mountain Road Suite 100, AZ 85001 (602) 433-1000	IRONSIDE Engineering & Development, Inc. P.O. BOX 1226 Chino Valley, AZ 85002 (928) 433-1000
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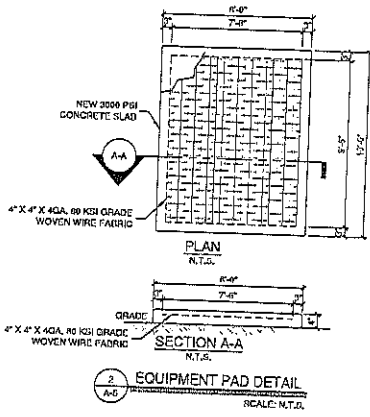
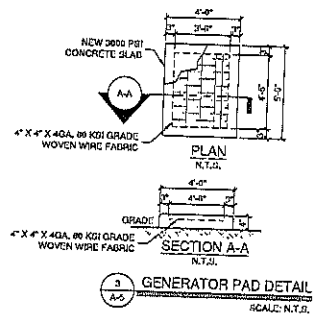
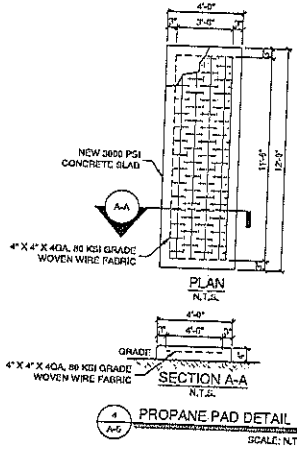
DESIGN: J.C.	REVIEWED:	DATE: 11/06/02	SHEET: 3 OF 11
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15037



- FOUNDATION NOTES
1. VERIFY MOUNTING DIMENSIONS WITH EQUIPMENT MANUFACTURER.
 2. REMOVE ALL LOOSE INORGANIC OR UNSUITABLE SOIL TO UNDISTURBED BEARING STRATA W/ ALLOWABLE SOIL BEARING PRESSURE OF 1500 PSF.
 3. CONCRETE STRENGTH SHALL BE 2800 PSI MIN.
 4. SLAB SHALL BE LEVEL $\pm 1/8"$.
 5. MOUNT EQUIPMENT PER MANUFACTURERS SPECIFICATIONS.
 6. SUB-GRADE SHALL BE COMPACTED 95% OF STANDARD PROCTOR.



REVISION BLOCK			
NO.	DATE	DESCRIPTION	BY

CONSTRUCTION DRAWINGS

NUTRIOSIO

PROJECT DETAILS

15037

CELLULARONE

28541100, 10
1400-5740-00

IRONSIDE

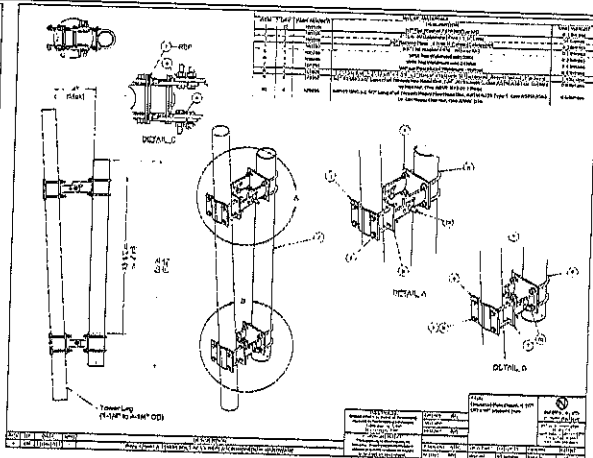
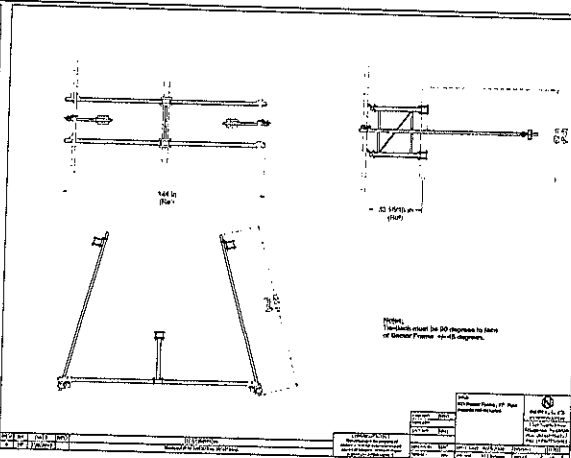
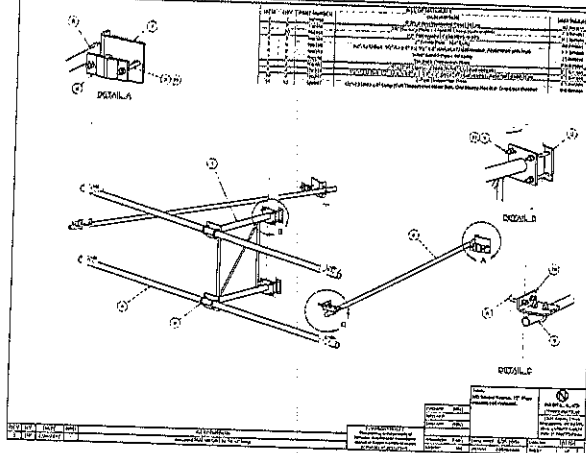
Engineering & Development, Inc.

P.O. BOX 1275
Owensboro, KY 40301
(502) 671-1000

A-5

DESIGN: J.D.	REVIEWED:	DATE: 11/29/02	SHEET: 7 OF 11
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CALCULATED BY: J.D. JEN
 REVIEW: C. LAMAR BOSTON



5 ANTENNA MOUNT DETAIL
SCALE: N.T.S.

1 MICROWAVE MOUNT DETAIL
SCALE: N.T.S.

KATHREIN
SCALE DIVISION

800 10215
65° Panel Antenna

KATHREIN
SCALE DIVISION

742 215
65° Panel Antenna

- Kathrein's 65° panel antennas are designed for use in digital communication systems.
- Remote (LPT and LPT).
- UV protected aluminum frames.
- Wideband vector signal technology.
- 30° covered mounting parts for remote applications.

General Specifications

Frequency range	70-100 MHz
Gain	17.5 dBi
Beamwidth (3dB)	10° x 10°
Beamwidth (10dB)	15° x 15°
Beamwidth (20dB)	20° x 20°
Beamwidth (30dB)	25° x 25°
Beamwidth (40dB)	30° x 30°
Beamwidth (50dB)	35° x 35°
Beamwidth (60dB)	40° x 40°
Beamwidth (70dB)	45° x 45°
Beamwidth (80dB)	50° x 50°
Beamwidth (90dB)	55° x 55°
Beamwidth (100dB)	60° x 60°
Beamwidth (110dB)	65° x 65°
Beamwidth (120dB)	70° x 70°
Beamwidth (130dB)	75° x 75°
Beamwidth (140dB)	80° x 80°
Beamwidth (150dB)	85° x 85°
Beamwidth (160dB)	90° x 90°
Beamwidth (170dB)	95° x 95°
Beamwidth (180dB)	100° x 100°
Beamwidth (190dB)	105° x 105°
Beamwidth (200dB)	110° x 110°
Beamwidth (210dB)	115° x 115°
Beamwidth (220dB)	120° x 120°
Beamwidth (230dB)	125° x 125°
Beamwidth (240dB)	130° x 130°
Beamwidth (250dB)	135° x 135°
Beamwidth (260dB)	140° x 140°
Beamwidth (270dB)	145° x 145°
Beamwidth (280dB)	150° x 150°
Beamwidth (290dB)	155° x 155°
Beamwidth (300dB)	160° x 160°
Beamwidth (310dB)	165° x 165°
Beamwidth (320dB)	170° x 170°
Beamwidth (330dB)	175° x 175°
Beamwidth (340dB)	180° x 180°
Beamwidth (350dB)	185° x 185°
Beamwidth (360dB)	190° x 190°
Beamwidth (370dB)	195° x 195°
Beamwidth (380dB)	200° x 200°
Beamwidth (390dB)	205° x 205°
Beamwidth (400dB)	210° x 210°
Beamwidth (410dB)	215° x 215°
Beamwidth (420dB)	220° x 220°
Beamwidth (430dB)	225° x 225°
Beamwidth (440dB)	230° x 230°
Beamwidth (450dB)	235° x 235°
Beamwidth (460dB)	240° x 240°
Beamwidth (470dB)	245° x 245°
Beamwidth (480dB)	250° x 250°
Beamwidth (490dB)	255° x 255°
Beamwidth (500dB)	260° x 260°
Beamwidth (510dB)	265° x 265°
Beamwidth (520dB)	270° x 270°
Beamwidth (530dB)	275° x 275°
Beamwidth (540dB)	280° x 280°
Beamwidth (550dB)	285° x 285°
Beamwidth (560dB)	290° x 290°
Beamwidth (570dB)	295° x 295°
Beamwidth (580dB)	300° x 300°
Beamwidth (590dB)	305° x 305°
Beamwidth (600dB)	310° x 310°
Beamwidth (610dB)	315° x 315°
Beamwidth (620dB)	320° x 320°
Beamwidth (630dB)	325° x 325°
Beamwidth (640dB)	330° x 330°
Beamwidth (650dB)	335° x 335°
Beamwidth (660dB)	340° x 340°
Beamwidth (670dB)	345° x 345°
Beamwidth (680dB)	350° x 350°
Beamwidth (690dB)	355° x 355°
Beamwidth (700dB)	360° x 360°
Beamwidth (710dB)	365° x 365°
Beamwidth (720dB)	370° x 370°
Beamwidth (730dB)	375° x 375°
Beamwidth (740dB)	380° x 380°
Beamwidth (750dB)	385° x 385°
Beamwidth (760dB)	390° x 390°
Beamwidth (770dB)	395° x 395°
Beamwidth (780dB)	400° x 400°
Beamwidth (790dB)	405° x 405°
Beamwidth (800dB)	410° x 410°
Beamwidth (810dB)	415° x 415°
Beamwidth (820dB)	420° x 420°
Beamwidth (830dB)	425° x 425°
Beamwidth (840dB)	430° x 430°
Beamwidth (850dB)	435° x 435°
Beamwidth (860dB)	440° x 440°
Beamwidth (870dB)	445° x 445°
Beamwidth (880dB)	450° x 450°
Beamwidth (890dB)	455° x 455°
Beamwidth (900dB)	460° x 460°
Beamwidth (910dB)	465° x 465°
Beamwidth (920dB)	470° x 470°
Beamwidth (930dB)	475° x 475°
Beamwidth (940dB)	480° x 480°
Beamwidth (950dB)	485° x 485°
Beamwidth (960dB)	490° x 490°
Beamwidth (970dB)	495° x 495°
Beamwidth (980dB)	500° x 500°
Beamwidth (990dB)	505° x 505°
Beamwidth (1000dB)	510° x 510°
Beamwidth (1010dB)	515° x 515°
Beamwidth (1020dB)	520° x 520°
Beamwidth (1030dB)	525° x 525°
Beamwidth (1040dB)	530° x 530°
Beamwidth (1050dB)	535° x 535°
Beamwidth (1060dB)	540° x 540°
Beamwidth (1070dB)	545° x 545°
Beamwidth (1080dB)	550° x 550°
Beamwidth (1090dB)	555° x 555°
Beamwidth (1100dB)	560° x 560°
Beamwidth (1110dB)	565° x 565°
Beamwidth (1120dB)	570° x 570°
Beamwidth (1130dB)	575° x 575°
Beamwidth (1140dB)	580° x 580°
Beamwidth (1150dB)	585° x 585°
Beamwidth (1160dB)	590° x 590°
Beamwidth (1170dB)	595° x 595°
Beamwidth (1180dB)	600° x 600°
Beamwidth (1190dB)	605° x 605°
Beamwidth (1200dB)	610° x 610°
Beamwidth (1210dB)	615° x 615°
Beamwidth (1220dB)	620° x 620°
Beamwidth (1230dB)	625° x 625°
Beamwidth (1240dB)	630° x 630°
Beamwidth (1250dB)	635° x 635°
Beamwidth (1260dB)	640° x 640°
Beamwidth (1270dB)	645° x 645°
Beamwidth (1280dB)	650° x 650°
Beamwidth (1290dB)	655° x 655°
Beamwidth (1300dB)	660° x 660°
Beamwidth (1310dB)	665° x 665°
Beamwidth (1320dB)	670° x 670°
Beamwidth (1330dB)	675° x 675°
Beamwidth (1340dB)	680° x 680°
Beamwidth (1350dB)	685° x 685°
Beamwidth (1360dB)	690° x 690°
Beamwidth (1370dB)	695° x 695°
Beamwidth (1380dB)	700° x 700°
Beamwidth (1390dB)	705° x 705°
Beamwidth (1400dB)	710° x 710°
Beamwidth (1410dB)	715° x 715°
Beamwidth (1420dB)	720° x 720°
Beamwidth (1430dB)	725° x 725°
Beamwidth (1440dB)	730° x 730°
Beamwidth (1450dB)	735° x 735°
Beamwidth (1460dB)	740° x 740°
Beamwidth (1470dB)	745° x 745°
Beamwidth (1480dB)	750° x 750°
Beamwidth (1490dB)	755° x 755°
Beamwidth (1500dB)	760° x 760°
Beamwidth (1510dB)	765° x 765°
Beamwidth (1520dB)	770° x 770°
Beamwidth (1530dB)	775° x 775°
Beamwidth (1540dB)	780° x 780°
Beamwidth (1550dB)	785° x 785°
Beamwidth (1560dB)	790° x 790°
Beamwidth (1570dB)	795° x 795°
Beamwidth (1580dB)	800° x 800°
Beamwidth (1590dB)	805° x 805°
Beamwidth (1600dB)	810° x 810°
Beamwidth (1610dB)	815° x 815°
Beamwidth (1620dB)	820° x 820°
Beamwidth (1630dB)	825° x 825°
Beamwidth (1640dB)	830° x 830°
Beamwidth (1650dB)	835° x 835°
Beamwidth (1660dB)	840° x 840°
Beamwidth (1670dB)	845° x 845°
Beamwidth (1680dB)	850° x 850°
Beamwidth (1690dB)	855° x 855°
Beamwidth (1700dB)	860° x 860°
Beamwidth (1710dB)	865° x 865°
Beamwidth (1720dB)	870° x 870°
Beamwidth (1730dB)	875° x 875°
Beamwidth (1740dB)	880° x 880°
Beamwidth (1750dB)	885° x 885°
Beamwidth (1760dB)	890° x 890°
Beamwidth (1770dB)	895° x 895°
Beamwidth (1780dB)	900° x 900°
Beamwidth (1790dB)	905° x 905°
Beamwidth (1800dB)	910° x 910°
Beamwidth (1810dB)	915° x 915°
Beamwidth (1820dB)	920° x 920°
Beamwidth (1830dB)	925° x 925°
Beamwidth (1840dB)	930° x 930°
Beamwidth (1850dB)	935° x 935°
Beamwidth (1860dB)	940° x 940°
Beamwidth (1870dB)	945° x 945°
Beamwidth (1880dB)	950° x 950°
Beamwidth (1890dB)	955° x 955°
Beamwidth (1900dB)	960° x 960°
Beamwidth (1910dB)	965° x 965°
Beamwidth (1920dB)	970° x 970°
Beamwidth (1930dB)	975° x 975°
Beamwidth (1940dB)	980° x 980°
Beamwidth (1950dB)	985° x 985°
Beamwidth (1960dB)	990° x 990°
Beamwidth (1970dB)	995° x 995°
Beamwidth (1980dB)	1000° x 1000°
Beamwidth (1990dB)	1005° x 1005°
Beamwidth (2000dB)	1010° x 1010°
Beamwidth (2010dB)	1015° x 1015°
Beamwidth (2020dB)	1020° x 1020°
Beamwidth (2030dB)	1025° x 1025°
Beamwidth (2040dB)	1030° x 1030°
Beamwidth (2050dB)	1035° x 1035°
Beamwidth (2060dB)	1040° x 1040°
Beamwidth (2070dB)	1045° x 1045°
Beamwidth (2080dB)	1050° x 1050°
Beamwidth (2090dB)	1055° x 1055°
Beamwidth (2100dB)	1060° x 1060°
Beamwidth (2110dB)	1065° x 1065°
Beamwidth (2120dB)	1070° x 1070°
Beamwidth (2130dB)	1075° x 1075°
Beamwidth (2140dB)	1080° x 1080°
Beamwidth (2150dB)	1085° x 1085°
Beamwidth (2160dB)	1090° x 1090°
Beamwidth (2170dB)	1095° x 1095°
Beamwidth (2180dB)	1100° x 1100°
Beamwidth (2190dB)	1105° x 1105°
Beamwidth (2200dB)	1110° x 1110°
Beamwidth (2210dB)	1115° x 1115°
Beamwidth (2220dB)	1120° x 1120°
Beamwidth (2230dB)	1125° x 1125°
Beamwidth (2240dB)	1130° x 1130°
Beamwidth (2250dB)	1135° x 1135°
Beamwidth (2260dB)	1140° x 1140°
Beamwidth (2270dB)	1145° x 1145°
Beamwidth (2280dB)	1150° x 1150°
Beamwidth (2290dB)	1155° x 1155°
Beamwidth (2300dB)	1160° x 1160°
Beamwidth (2310dB)	1165° x 1165°
Beamwidth (2320dB)	1170° x 1170°
Beamwidth (2330dB)	1175° x 1175°
Beamwidth (2340dB)	1180° x 1180°
Beamwidth (2350dB)	1185° x 1185°
Beamwidth (2360dB)	1190° x 1190°
Beamwidth (2370dB)	1195° x 1195°
Beamwidth (2380dB)	1200° x 1200°
Beamwidth (2390dB)	1205° x 1205°
Beamwidth (2400dB)	1210° x 1210°
Beamwidth (2410dB)	1215° x 1215°
Beamwidth (2420dB)	1220° x 1220°
Beamwidth (2430dB)	1225° x 1225°
Beamwidth (2440dB)	1230° x 1230°
Beamwidth (2450dB)	1235° x 1235°
Beamwidth (2460dB)	1240° x 1240°
Beamwidth (2470dB)	1245° x 1245°
Beamwidth (2480dB)	1250° x 1250°
Beamwidth (2490dB)	1255° x 1255°
Beamwidth (2500dB)	1260° x 1260°
Beamwidth (2510dB)	1265° x 1265°
Beamwidth (2520dB)	1270° x 1270°
Beamwidth (2530dB)	1275° x 1275°
Beamwidth (2540dB)	1280° x 1280°
Beamwidth (2550dB)	1285° x 1285°
Beamwidth (2560dB)	1290° x 1290°
Beamwidth (2570dB)	1295° x 1295°
Beamwidth (2580dB)	1300° x 1300°
Beamwidth (2590dB)	1305° x 1305°
Beamwidth (2600dB)	1310° x 1310°
Beamwidth (2610dB)	1315° x 1315°
Beamwidth (2620dB)	1320° x 1320°
Beamwidth (2630dB)	1325° x 1325°
Beamwidth (2640dB)	1330° x 1330°
Beamwidth (2650dB)	1335° x 1335°
Beamwidth (2660dB)	1340° x 1340°
Beamwidth (2670dB)	1345° x 1345°
Beamwidth (2680dB)	1350° x 1350°
Beamwidth (2690dB)	1355° x 1355°
Beamwidth (2700dB)	1360° x 1360°
Beamwidth (2710dB)	1365° x 1365°
Beamwidth (2720dB)	1370° x 1370°
Beamwidth (2730dB)	1375° x 1375°
Beamwidth (2740dB)	1380° x 1380°
Beamwidth (2750dB)	1385° x 1385°
Beamwidth (2760dB)	1390° x 1390°
Beamwidth (2770dB)	1395° x 1395°
Beamwidth (2780dB)	1400° x 1400°
Beamwidth (2790dB)	1405° x 1405°
Beamwidth (2800dB)	1410° x 1410°
Beamwidth (2810dB)	1415° x 1415°
Beamwidth (2820dB)	1420° x 1420°
Beamwidth (2830dB)	1425° x 1425°
Beamwidth (2840dB)	1430° x 1430°
Beamwidth (2850dB)	1435° x 1435°
Beamwidth (2860dB)	1440° x 1440°
Beamwidth (2870dB)	1445° x 1445°
Beamwidth (2880dB)	1450° x 1450°
Beamwidth (2890dB)	1455° x 1455°
Beamwidth (2900dB)	1460° x 1460°
Beamwidth (2910dB)	1465° x 1465°
Beamwidth (2920dB)	1470° x 1470°
Beamwidth (2930dB)	1475° x 1475°
Beamwidth (2940dB)	1480° x 1480°
Beamwidth (2950dB)	1485° x 1485°
Beamwidth (2960dB)	1490° x 1490°
Beamwidth (2970dB)	1495° x 1495°
Beamwidth (2980dB)	1500° x 1500°
Beamwidth (2990dB)	1505° x 1505°
Beamwidth (3000dB)	1510° x 1510°
Beamwidth (3010dB)	1515° x 1515°
Beamwidth (3020dB)	1520° x 1520°
Beamwidth (3030dB)	1525° x 1525°
Beamwidth (3040dB)	1530° x 1530°
Beamwidth (3050dB)	1535° x 1535°
Beamwidth (3060dB)	1540° x 1540°
Beamwidth (3070dB)	1545° x 1545°
Beamwidth (3080dB)	1550° x 1550°
Beamwidth (3090dB)	1555° x 155

ELECTRICAL SPECIFICATIONS

































- [illegible]

GENERAL ELECTRICAL NOTES

- [illegible]

SYMBOL LIST

ELECTRICAL SYMBOLS

-  FLOOR/CEILING STRIP FIXTURE, LENGTH FOR PLANK SURFACE WALL-MOUNTED LIGHT FIXTURE.
 CORD LIGHT ON ANY FUTURE SPECIFICATION A FUTURE WITH AN INTEGRAL CORDING POWER SUPPLY, FOR THE SPECIFICATIONS.
 WALL-MOUNTED LIGHT FIXTURE.
 SINGLE POLE TOGGLE SWITCH.
 PHOTOCELL, MOUNTED ON ROOF UNLESS NOTED OTHERWISE.
 DUPLEX CONDUITANCE RECEPTACLE.
 "TOSS SLUG" ON ANY RECEPTACLE INDICATES INTERNAL GROUND DISCONNECT POWER SUPPLY, FOR THE SPECIFICATIONS.
 ROUNDOFF DUPLEX (FORWARD) CONDUITANCE RECEPTACLE.
 SWITCHING GEAR "Y" INDICATES BEING MOUNTED. "Y" MOUNTED FLOOR MOUNTED DISCONNECTS ARE TYPICAL FOR ALL SETTINGS.
 VOICE OUTLET.
 DATA OUTLET.
 COMBINATION TELEPHONE AND DATA OUTLET IN THE SAME BOX.
 MOUNTING POINT MANUAL MOTOR SWITCH.
 FURNITURE DISCONNECT SWITCH FURNISHED AND INSTALLED BY THE CLESTER CONTRACTOR UNLESS NOTED OTHERWISE. SIZE AND TYPES AS PER RECOMMENDATIONS OF EQUIPMENT'S MANUFACTURER OR AS NOTED. (N INDICATES NON-FIXED).
 ELECTRICAL WIRE, SEE DRAWING FOR SIZE.
 DISTRIBUTION PANEL/MOUNTED WITH CENTER, CENTER OR SERVICE ELECTRICAL SERVICE, SEE DRAWING FOR EXACT TYPE.
 DISTRIBUTION TRANSFORMER.
 SURFACE MOUNTED PANEL, BOARD.
 FLUSH MOUNTED PANEL, BOARD.
 TELEPHONE MOUNTING BOARD.
 TEST WELL/CRUISING ROD.
 CRUISING ROD - 3/8" x 1" COPPER PLAD.
 CABLED CONNECTION.
 NETWORK CONNECTION.
 GROUNDING WIRE.
 DRAINING DRAIN.
 SURVEY SUPPRESSORS GROUNDING WIRE.
 WATER AND WASH DRAINAGE.
 MANUAL JIFE SWITCH AND GEAR ADJUST.
 DCS ANTENNA.
 ELECTRICAL, PITCH.
 T-4 LINE.

WIRE AND CONDUIT

- MOBILE CONDUNIT
DO NOT CONCEAL IN WALLS OR ABOVE CEILING W/ 2 #12, #12 GND,
1" C, UNLESS NOTED OTHERWISE.
DO NOT ROUTE UNDER FLOOR OR BELOW GRADE W/ 2 #12, #12 GND,
1" C, UNLESS NOTED OTHERWISE.
DO NOT TURNING UP.
DO NOT TURNING DOWN.

1-LINE DIAGRAM

- CIRCUIT BREAKER, FUSED AUTOMATIC
 CIRCUIT BREAKER, CIRCUIT-INTERRUPTING
 FUSIBLE SWITCH. SIZE AS INDICATED ON DRAWINGS
 TRANSFORMER. SEE ONE-LINE FOR TYPE AND SPECIFICATIONS
 CURRENT TRANSFORMER
 METERING DEVICE
 PANELBOARD, MAIN BUS ONLY
 PANELBOARD, MAIN CIRCUIT BREAKER
 TRANSFER SWITCH - MANUAL OR AUTOMATIC
 INDICATES A FEED - THROUGH BUS CONNECTION
 UNINTERRUPTIBLE POWER SUPPLY
 GENERATOR WITH INTEGRAL PROTECTION

SHEET INDEX

- E-1 GENERAL NOTES, LEGENDS & SHEET INDEX
- E-2 POWER PLAN
- E-3 GROUNDING PLAN, ONE-LINE, CALC. SCHEDULES

ABBREVIATIONS

- | | |
|--------------|---------------------------------------|
| C.O. | = CONDUIT ONLY |
| PVC | = POLYETHYLENE 40 PLASTIC CONDUIT |
| GRC | = GALVANIZED RIBBON CONDUIT |
| WTR. | = WOUNDED |
| UGL. | = UNDERGROUND |
| G. QIF. DRN. | = UNDERGROUND CHIMNEY DRAIN |
| N. OR. HOUL. | = NATIONAL |
| A. OR. AMP. | = AMPERE |
| KIL. | = KILOWATTS |
| M. | = MATS |
| F. | = FLASK |
| S.A. | = SAWHATCH |
| M.P. OR. HP | = MECHANICAL PUMP OR. HEAD PUMP |
| TRANS. | = TRANSFORMER |
| C.D. | = CIRCUIT BREAKER |
| CHCT. | = CIRCUIT |
| SW. | = SWITCH |
| M. | = MANUAL TRANSFORMER SWITCH |
| TRC. | = TRC ALARM |
| W.P. | = WINDPUMP |
| E.C. | = ELECTRIC CONTRACTOR |
| G.C. | = GENERAL CONTRACTOR |
| 3P, 2P, & 3P | = SINGLE POLE, TWO POLE, & THREE POLE |
| ISI | = ISOLATION OPERATING REG. |
| W | = MAIN GROUND LOSS |
| MD | = MECHANICAL FAULT CURRENT |
| W | = WOUND WIRE GAUGE |
| CPW | = CIRCULAR PERIPHERY CUPPER WIRE |
| MS | = METAL MECHANISM SYSTEM |
| PC | = POWER PROTECTION CIRCUIT |
| P. | = TYPICAL |
| SS | = RESIN GROUNDING SHEET |
| ET | = ELECTRICAL METALLIC TAPPING |
| TD | = DRAWING |
| MS | = METAL TRANSFORMER SYSTEM |
| CONV. | = CONVERTOR |
| CPW | = CIRCULAR PERIPHERY CUPPER WIRE |
| IS | = INSULATED STRANDED CUPPER WIRE |

CONSTRUCTION DRAWINGS

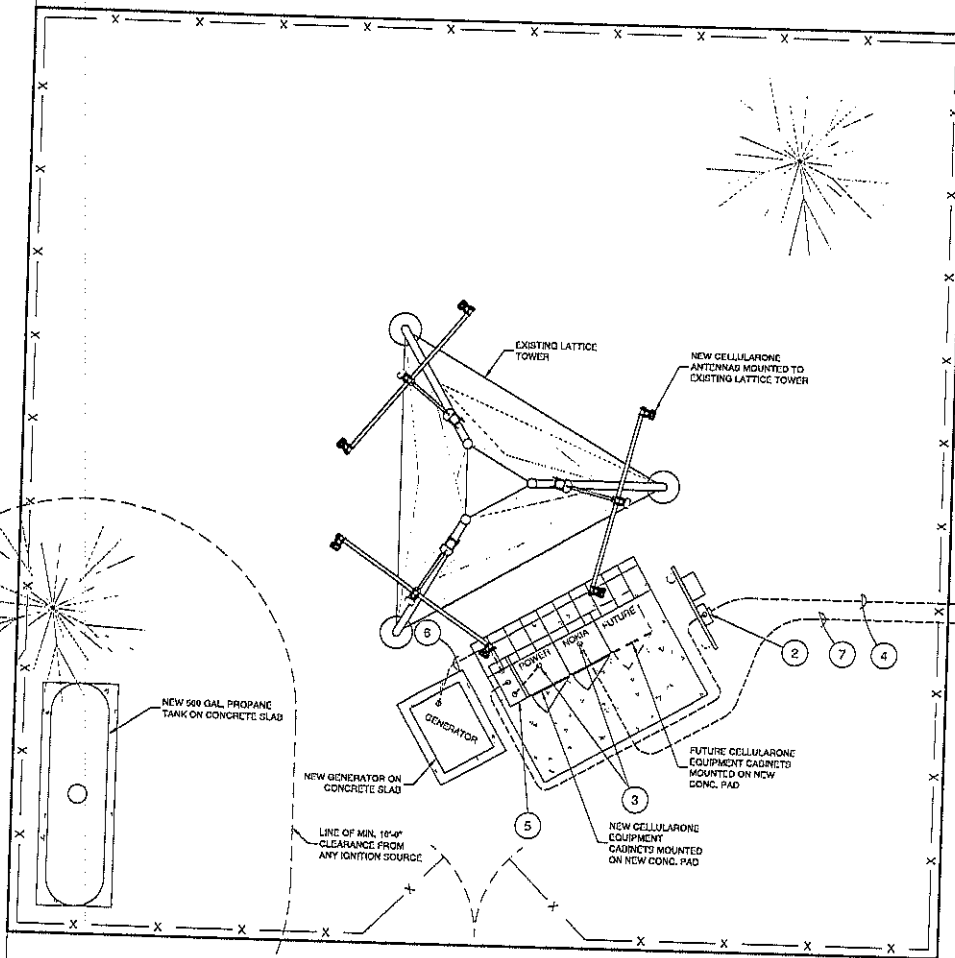
NUTRIOSO

GENERAL NOTES. LEGEND

SHEET INDEX

<p>CELLULARONE Living with Cellular CELLULARONE and Power 1900 South West Highway Mesa, AZ 85201 Phone 602/962-0130</p>	<p>IRONSIDE Engineering & Development, Inc.</p>
<p>E - I</p>	<p>P.O. BOX 1209 Show Low, AZ 85907 (928) 632 - 6800</p>
<p>DESIGN ID.</p>	<p>REVIEWED</p>
<p>DATE 1/6/2012</p>	<p>SHEET # OF 11</p>

CONTRACT NO. 213
 REVISED FROM 10/10/10 TO 10/10/10
 10/10/10



POWER KEYED NOTES

- 1 NEW POWER POLE WITH UTILITY TRANSFORMER.
- 2 NEW 200A, 120/240V 1PH, 3W, NEMA 3R SERVICE WITH 200A METER AND SERVICE DISCONNECT MOUNTED TO H-FRAME
- 3 CONDUIT STUB UP LOCATED WITH EQUIPMENT PRIOR TO DIGGING.
- 4 NEW 2" CONDUIT FOR POWER FROM SERVICE DISCONNECT TO ATC. COORDINATE EXACT ROUTING AND STUB LOCATIONS PRIOR TO DIGGING. FOR DETAILS SEE ONE-LINE DIAGRAM ON SHEET 0-0.
- 5 NEW NBR CELLULARONE AUTOMATIC TRANSFER SWITCH MOUNTED TO SIDE OF POWER CABINET.
- 6 2" C. FROM GENERATOR TO TRANSFER SWITCH AT SHELTER. COORDINATE STUB-UP LOCATIONS PRIOR TO DIGGING PROVIDE (B) EXTRA 3/4" C. FOR CONTROLS & POWER REQUIREMENTS. (24" C. FROM PANEL 1.7-1)
- 7 ELECTRICAL CONTRACTOR SHALL PROVIDE AND INSTALL (H) 4" UNDERGROUND CONDUIT WITH PULL CORD FROM THE NEW EQUIPMENT TO THE TELCO P.O.C. COORDINATE EXACT LOCATION, ROUTING AND DISTANCE PRIOR TO BID. PROVIDE AND INSTALL PULL BOXES AS REQUIRED BY THE UTILITY. CONDUIT SHALL HAVE A MIN. 36" COVER.

REVISION BLOCK		
NO.	DATE	DESCRIPTION

CONSTRUCTION DRAWINGS **NUTRISO** SITE POWER PLAN

CELLULARONE
 1100 South Main Street
 Suite 100
 Dallas, TX 75201
 Phone: (214) 742-1000
 Fax: (214) 742-1001

IRONSIDE
 Engineering & Development, Inc.
 P.O. BOX 1500
 Suite 100, AL 35002
 (205) 652-1000



E-2

DESIGN: JLD REVIEWED: DATE: 11/09/10 SHEET: 2 OF 11

POWER PLAN

10337



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Sheriff's Office

Date: May 15, 2013

Signature: [Handwritten Signature]

Describe in detail what you want to say to the Board and what action you want the Board to take:
Apache County Sheriff's Office/Emergency Management requests authorization from Board of Supervisors to move unincorporated Apache County except Tribal & Federal lands into fire restrictions under ordinance new county ordinance effective May 23, 2013.

Date & Time Needed: May 21, 2013

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

Legal Review: Sent for legal review _____
Signature: _____

Finance Review: _____
Signature: _____

Purchasing Review: _____
Signature: _____

Human Resources Review: _____
Signature: _____

Other Review: _____
Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board _____

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

DAVID A. BROWN
VICE CHAIR OF THE BOARD
DISTRICT III
P.O. BOX 428 ST. JOHNS, AZ 85936

JIM CLAW
DISTRICT II
P.O. BOX 1952 CHINLE, AZ 86503

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

TELEPHONE: (928) 337-4364
FACSIMILE: (928) 337-2003



ORDINANCE NO. 2003-21

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

**APACHE COUNTY
OPEN OUTDOOR FIRE ORDINANCE**

AN ORDINANCE ADOPTED BY THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA, PURSUANT TO A.R.S. §§11-251 AND 11-251.05, PROHIBITING CERTAIN OPEN OUTDOOR FIRES IN THE UNINCORPORATED AREAS OF APACHE COUNTY DURING PERIODS WHEN SUCH FIRES ARE PROHIBITED BY THE UNITED STATES FOREST SERVICE OR BY RESOLUTION OF THE APACHE COUNTY BOARD OF SUPERVISORS; AND PROVIDING CIVIL PENALTIES FOR VIOLATIONS.

WHEREAS, A.R.S. §§11-251(31) and 11-251.05 authorize the Apache County Board of Supervisors to make and enforce all local police, sanitary and other regulations not in conflict with general law; and

WHEREAS, the Board of Supervisors is concerned about dry conditions, low humidity, increased windy conditions and high temperatures, which increase the threat of human-caused fires in the unincorporated areas of Apache County; and

WHEREAS, the United States Department of Agriculture, United States Forest Service, prohibits certain open outdoor fires in areas designated by order; and

WHEREAS, local fire departments and fire districts likewise prohibit certain open outdoor fires within their respective areas of jurisdiction; and

WHEREAS, the Board of Supervisors wishes to prohibit certain open outdoor fires in the unincorporated areas of Apache County during periods when such fires are prohibited by the Forest Service or when the Board prohibits such fires by a resolution adopted pursuant to a request by the Director of Emergency Services or one or more local fire departments or fire districts;

NOW, THEREFORE, be it ordained by the Board of Supervisors that the following ordinance is hereby adopted and may be referred to as the Apache County open outdoor fire ordinance.

SECTION 1: DEFINITIONS

- 1.1 **Open Outdoor Fire** any combustion of combustible material(s) of any type that is not within a fully enclosed building, mobile home or other structure having four walls and a ceiling.
- 1.2 **Campfire** an open outdoor fire that is used for cooking, personal warmth, lighting ceremony or aesthetic purposes.
- 1.3 **Gas Barbecue** a fixed or portable device where food is cooked outdoors on a metal frame over a fire fueled by a propane or gas source.
- 1.4 **Bonfire** an open outdoor fire for the purpose of burning rubbish, waste material or refuse.

SECTION 2: PROHIBITION/EXEMPTIONS

- 2.1 **Prohibition against Open Outdoor Fires:** At any time when there is in effect an order issued by the United States Department of Agriculture, United States Forest Service, pursuant to Title 36, Section 261.52 of the Code of Federal Regulations, restricting fires within a National Forest located wholly or partly within the boundaries of Apache County, it shall be unlawful for any person to build, maintain, attend, ignite, or use an open outdoor fire, including a campfire or bonfire, in the unincorporated areas of Apache County, except as provided in this Section. It shall likewise be unlawful for any person to build, maintain, attend, ignite, or use an open outdoor fire, including a campfire or bonfire, in the unincorporated areas of Apache County when such fires have been prohibited by a resolution adopted by the Board of Supervisors pursuant to a request by the Director of Emergency Services or one or more fire departments or fire districts located wholly or partly within the boundaries of Apache County.
- 2.2 **Exemptions:** The following open outdoor fires are exempt from the provisions of this ordinance.
 - A. Open outdoor fires used solely for the cooking of food on a gas barbecue.
 - B. Open outdoor fires set or permitted by any public officer in the performance of official duty of the purpose of weed abatement, the prevention of fire hazard or instruction in the methods of fighting fires.
 - C. Open outdoor fires set or permitted by the Director of the Department of Agriculture or County Agricultural agents for the purpose of disease and pest prevention.
 - D. Open outdoor fires set by or permitted by the Federal Government or any of its departments or agencies, or the State of Arizona or any of its departments, agencies or political subdivisions, for the purpose of watershed rehabilitation or control through vegetative manipulation.

- E. Any campfire within a designated area at a developed recreational site maintained by an agency or department of the federal, state, or local government (unless further prohibited by the governmental entity having jurisdiction over the recreational site.)
- F. Open outdoor fires authorized by a permit issued pursuant to A.R.S. §49-501 *et seq.*
- G. In addition to the exceptions set forth in paragraphs A through F, the Board of Supervisors may, by resolution, exempt certain portions of the unincorporated area of Apache County if the issuance of an order by the Forest Service as described in Section 2.1, or the adoption of a resolution by the Board as described in Section 2.1, is deemed by the Board not to require country-wide application of this ordinance. In such circumstances, the resolution of the Board shall clearly specify areas which are exempted.

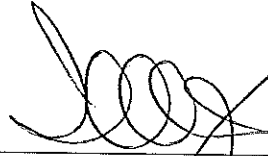
SECTION 3: PENALTY/ENFORCEMENT

- 3.1 Each violation of this ordinance shall result in a civil penalty not to exceed \$100.00. Each day that a violation continues shall be deemed a separate offense. In addition to the foregoing fine, the reasonable response costs of the governmental entity or entities that respond to the prohibited fire may be assessed against the violator(s).
- 3.2 This ordinance may be enforced by an action in the Justice Court Precinct where the violation occurs.

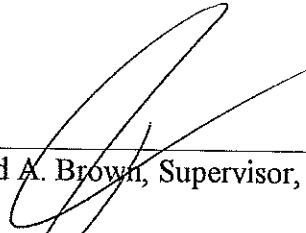
SECTION 4: APPLICABILITY

4.1 This ordinance applies within all unincorporated areas of Apache County.

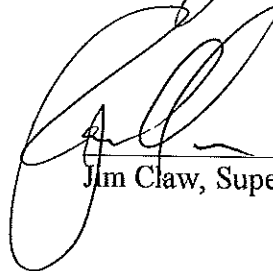
PASSED AND ADOPTED THIS 1 day of July, 2003, by the Board of Supervisors of Apache County, Arizona.



Tom M. White, Jr., Supervisor, District II
Chairman of the Board of Supervisors

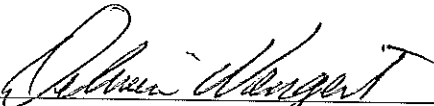


David A. Brown, Supervisor, District III



Jim Claw, Supervisor, District I

ATTEST:



Delwin Wengert, Clerk of the Board

**BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM**

Submitter's Name: Apache County Sheriff's Office

Date: May 1, 2013

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

Apache County Sheriff's Office requests authorization to enter into a one (1) year renewal lease agreement with Sanders Unified School District #18 ending June 30, 2014 for the use of the Apache County Sheriff's Office Sub-Station

Date & Time Needed: May 21, 2013**Review Routing:** //Legal//Finance//Purchasing//Human Resource//Other: _____**Legal Review:** Sent for legal review (see attached)

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda. Supervisors/Board Clerk's Initials**BOARD ACTION TAKEN**

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

Signature Clerk of Board

Lillian Chavez

From: Joe Young [JYoung@apachelaw.net]
Sent: Tuesday, April 30, 2013 6:56 AM
To: Lillian Chavez
Subject: RE: Lease Agreement for ACSO/Sanders Lease Renewal 2013-14

I have reviewed the lease renewal form and it complies with the legal requirements for such documents.

From: Lillian Chavez [lchavez@co.apache.az.us]
Sent: Monday, April 29, 2013 4:15 PM
To: Joe Young
Subject: FW: Lease Agreement for ACSO/Sanders Lease Renewal 2013-14

Sir have been able to review this....

Lillian

Lillian C. Chavez
Administrative Coordinator
Apache County Sheriff's Office
P.O. Box 518
370 S. Washington
St. Johns, AZ 85936
928-337-4321 x7578
928-337-2709 fax

From: Lillian Chavez
Sent: Wednesday, April 10, 2013 4:11 PM
To: 'Joe Young'
Subject: Lease Agreement for ACSO/Sanders Lease Renewal 2013-14

Joe,

Thank you.

Lillian

Lillian C. Chavez
Administrative Coordinator
Apache County Sheriff's Office

SANDERS UNIFIED SCHOOL DISTRICT NO. 18

P.O Box 250
Sanders, AZ 86512

Phone: (928) 688-4760

Fax: (928) 688-4210

LEASE RENEWAL

This Lease is made and entered into on this 1st day of July 2013 by and between Sanders Unified School District No. 18 of Apache County (Lessor) and the Apache County Sheriff's Office (Lessee).

RECITALS

WHEREAS, lessee desires to lease space from Lessor for use as an educational site for the Apache County sheriff's Office; and

WHEREAS, Lessor is willing to provide space for such purpose on the terms and conditions hereinafter set forth; and

WHEREAS, Lessor is authorized to enter into this Agreement pursuant to A.R.S. § 15-342(9)

Therefore, in consideration of the premises and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows;

AGREEMENT

1. **Premises**. Lessor hereby agree to lease Lessee Rooms Forty (40), Forty-two (42), and Forty-four (44) of the Yellow building, located at I-40 (Exit 399) Hwy 191, Sanders, AZ 86512; (Leased Premises) for use as a Sub-Station by the Apache County Sheriff's Office.
2. **Term**. This Lease will remain in force for a period of one (1) year, commencing on the 1st day of July 2013 and ending on the 30th of June 2014. The terms will be month to month at the request of Apache County Sheriff's Office.
3. **Renewal**. Renewals of this Lease shall not be automatic. Ninety (90) days prior to expiration of current Lease term, Lessee may request an extension of this Lease for a period of one (1) year commencing on the day the current term expires and ending one year from that date. Such renewal requests must be made in writing, addressed to the individual contact designated in this Lease or otherwise designated in writing and acknowledged by both parties. The Governing Board must approve all lease extensions.

4. **Termination.** Either party to this Lease may terminate this Lease by giving the other party ninety (90) days written notice addressed to the individual or contact designated in the lease or otherwise designated in writing and acknowledged by both parties. Lessor may automatically terminate this Lease upon (30) days notice to Lessee for Lessee's nonpayment of rent. The parties hereby acknowledge and agree to the applicability of A.R.S. § 38-511.
5. **Rent.** Rent, in the amount of three hundred and 00/100 (\$300.00) per month shall be paid by Lessee to Lessor in advance on the first day of each month, which covers all lessee space here in described. Lessor may adjust the rent at the beginning of renewal of the lease.
6. **Utility Expenses.** During the Term of this Lease or any renewal, Lessee shall be responsible for paying electronic and propane utility expenses associated with the Leased Premises. Lessor shall make arrangements with local propane and electric utility companies to create separate utility accounts in the name of Lessee to cover the Leased Premises. Lessee shall be responsible for maintaining these accounts with the utility providers. Lessor agrees to pay for any water used as a result of the lease.
7. **Maintenance.** For the length of the Lease Term, all maintenance shall be provided by Lessee including painting electrical fixtures, (including replacement of light bulbs and ballasts) locks, windows, heating and cooling equipment, etc. within the Leased Premises. In the event that Lessee is issued keys by Lessor which are lost, all costs to re-key the Leased Premises, and any other locks of Lessor accessed or had access to via the lost key shall be borne by Lessee.
8. **Remodeling.** Lessee is solely responsible for all remodeling costs associated with its use of the Leased Premises.
9. **Insurance and Indemnity.** Lessee shall at all times during the Term or renewal of this Lease maintain policies of insurance consisting of general liability, worker's compensation and employee's liability and property coverage in an amount consistent with industry standards. All such insurance shall, if available, name Lessor, its Governing Board members, officers, employees and agents as additional insured, and shall be primary to any other available insurance. Lessee shall indemnify and save Lessor expense (including attorney's fees and costs) in connection with lost of life, personal injury, and/or property damage arising from or out of any occurrence in, upon, or at the premises leased hereunder; or from Lessee's occupancy thereof.
10. **Assignment and Subletting.** Lessee may not assign this Lease or sublet the Lease Premises.
11. **Notices.** Any notice required hereunder shall be in writing and given by mailing the same by United States mail, registered or certified, return receipt requested, addressed as follows:

Lessor: Sanders Unified School District #18
P.O. Box 250
Sanders, AZ 86512

Contact Person: _____
Mei Bigelow, Business Manager

Lessee: Apache County Sheriff
P.O. Box 518
St. Johns, Arizona 85936

Contact Person: _____

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease through their respective, duly authorized officers as of the day and year first above written.

Lessor: By: _____

Superintendent
Name & Title

Lessee: By: _____

Name & Title

BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Malena Bazurto, Grants Manager

Date/Signature: 5/13/2013

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

Review and request approval of contract between Apache County and NACOG to complete Environmental Assessment at the Apache Fair Grounds for the 2012 CDBG Project. Cost is not to exceed \$5,000 and will be paid using 2012 CDBG funds assigned to the Fairgrounds Project.

Date & Time Needed: 05/22/2013

PRE-AGENDA ITEM REVIEW

Review Routing: Legal ☒ Finance ☐ Purchasing ☐ Human Resources ☐ Other

Legal Review:

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Health Department Director:

Signature:

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

BOARD ACTION TAKEN

☐ Approved ☐ Disapproved ☐ Deleted ☐ Continued To:

Signature Clerk of the Board

TECHNICAL ASSISTANCE CONTRACT COMMUNITY DEVELOPMENT BLOCK GRANT

THIS CONTRACT, made and entered into as of _____, by and between the Northern Arizona Council of Governments (NACOG), 119 East Aspen Avenue, Flagstaff, Arizona 86001-5296, hereinafter called the CONTRACTOR, and Apache County, PO Box 428, St. Johns, AZ 85936-0428, hereinafter called the GRANTEE.

WITNESSETH:

WHEREAS, the GRANTEE is in receipt of a Community Development Block Grant from the State of Arizona for Apache County Fairgrounds ADA Upgrades; and

WHEREAS, the GRANTEE desires technical assistance in administering said grant; and

WHEREAS, the CONTRACTOR is agreeable to providing such assistance; and

NOW, THEREFORE, the parties do mutually agree as follows:

ARTICLE I - PURPOSE

The purpose of this Contract is to authorize the CONTRACTOR to provide administrative services to the GRANTEE for an Arizona Department of Housing Community Development Block Grant (CDBG), specifically, completion of an environmental assessment. Services to be provided are detailed in the Scope of Work, but will generally include services under the Department of Housing's CDBG program guidelines.

ARTICLE II - WORK STATEMENT

- A. The CONTRACTOR agrees that it will implement, in all respects, the program outlined in the attached Work Statement (Attachment A to this Contract).
- B. The CONTRACTOR agrees to make no changes in the Work Statement herein described without first submitting a written request to the GRANTEE and obtaining the GRANTEE'S written approval of the requested change.

ARTICLE III - PERSONNEL

The CONTRACTOR represents that it has, or will acquire, all of the qualified personnel required to perform this Contract; however, the GRANTEE reserves the right to assign any individual to assist in implementing the program outlined in the Work Statement.

None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the GRANTEE. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

ARTICLE IV - LENGTH OF CONTRACT

- A. The term of this Contract shall be from May 15, 2013 through August 30, 2013.
- B. This Contract may be extended to accommodate unforeseen circumstances, if necessary.

ARTICLE V - ACCESS TO INFORMATION

It is agreed that all information, data, reports and records, and maps as are existing, available and necessary for the carrying out of the work outlined shall be furnished to the CONTRACTOR by the GRANTEE and its agencies. No charge will be made to the CONTRACTOR for such information, and the GRANTEE and its agencies will cooperate with CONTRACTOR in every way possible to facilitate the performance of the work described in the Contract.

ARTICLE VI - REPORTS AND INFORMATION

- A. The CONTRACTOR, at such times and in such forms as the GRANTEE may require, shall furnish the GRANTEE such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
- B. All reports, maps, and other documents completed as part of this Contract, other than documents exclusively for internal use by the Department of Housing shall carry the following notation on the front cover or title page, together with the date (month and year) the document was prepared:

Preparation of this (report, map, documents, etc.) was aided through a Community Development Block Grant from the Arizona Department of Housing and as such is not copyrightable. It may be reprinted with customary crediting of the source. However, any opinions, findings, conclusions or recommendations are those of the authors and do not necessarily reflect the views of the Department of Housing.

- C. All of the reports, information, data, etc. prepared or assembled by CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the GRANTEE.
- D. No reports, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

ARTICLE VII - CONSIDERATION AND METHOD OF PAYMENT

In consideration of the CONTRACTOR'S satisfactory completion of all work and services required to be performed under the terms of this Contract, and in compliance with the Contract requirements herein stated, the GRANTEE shall pay the CONTRACTOR a fixed fee of Five Thousand Dollars (\$5,000), which sum shall be expended in accordance with the Payment Page which appears as Attachment B. Additional studies are not expected but would not be included as part of this contract.

ARTICLE VIII - ASSIGNABILITY

The CONTRACTOR shall not assign any interest on this Contract, and shall not transfer any interest in the same without prior written consent of the GRANTEE.

ARTICLE IX - COMPLIANCE WITH LOCAL LAWS

The CONTRACTOR shall comply with all applicable laws, ordinances, codes of the State and local governments, and the CONTRACTOR shall hold the GRANTEE harmless from any liability arising out of performing any of the work embraced by this Contract.

ARTICLE X - INTERESTS OF THE CONTRACTOR

The CONTRACTOR covenants that it has no pecuniary interest, and shall not acquire any pecuniary interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONTRACTOR further covenants that in the performance of this Contract, no person having such interest shall be employed.

ARTICLE XI - OFFICIAL NOT TO BENEFIT

No member of, or delegates to, the Congress of the United States of America, and no member of the governing body and no other public official, shall be admitted to any share or part hereof, direct or indirect, or to any pecuniary benefits to arise herefrom.

ARTICLE XII - TERMINATION OF CONTRACT

- A. If the CONTRACTOR shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the GRANTEE shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, photographs and reports prepared by the CONTRACTOR under this Contract shall, at the option of the GRANTEE, become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- B. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the GRANTEE for damages sustained by the GRANTEE by virtue of any breach of the Contract by the CONTRACTOR, and the GRANTEE may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the GRANTEE from the CONTRACTOR is determined.
- C. The GRANTEE may terminate this Contract at any time without cause by giving at least thirty (30) days notice in writing to the CONTRACTOR. In such event, all finished or unfinished documents, data, studies, surveys, photographs and reports prepared by the CONTRACTOR under this Contract shall, at the option of the GRANTEE, become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- D. The Contract may be terminated per A.R.S. § 38-511, Conflict of Interest.

ARTICLE XIII - RECORDS AND AUDITS

- A. The CONTRACTOR shall maintain accounts and records, including personnel, property and fiscal records adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the GRANTEE to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be retained in accordance with required Federal and State guidelines.
- B. Legible copies of any and all records maintained by the CONTRACTOR shall be made available, upon written request and for specified purpose, to the GRANTEE, the Arizona Department of Housing, the Office of the Inspector General (HUD), and any other body authorized in writing by the GRANTEE.

ARTICLE XIV - CERTIFICATIONS FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS.

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

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding or any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress,

an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- C. The undersigned shall require that the language of this Certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE XV - DISABILITY ACCESS

In performing all construction, the CONTRACTOR agrees to comply with the "The American Standard Specifications for Making Buildings and Facilities Accessible To and Useable By the Physically Handicapped." The CONTRACTOR represents that it understands said standard specifications and same are incorporated by this reference.

ARTICLE XVI - MISCELLANEOUS PROVISIONS

- A. In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or un-enforceability shall not affect any other provision thereof and this Contract shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- B. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party, shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which said party may be entitled.

ARTICLE XVII – IMMIGRATION LAW

- A. Under the provisions of A.R.S. § 41-4401, each party hereby warrants to the other that the each party and all of its subcontractors (if any) will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulation that relate to their employees and A.R.S. § 23-214 (A) (hereinafter "Contractor Immigration Warranty")
- B. A Breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject the breaching party to penalties up to and including termination of this Agreement at the sole discretion of the non-breaching party.
- C. Each party retains the legal right to inspect the papers of any contractor or subcontractor employee of the other party who works on this Agreement to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. Each party agrees to assist the other party in regard to any such inspections.
- D. Each party may, at its sole discretion, conduct random verification of the employment records of the other party and any of its subcontractors to ensure compliance with Contractor's Immigration Warranty. Each party agrees to assist the other party in regard to any random verifications performed.
- E. A party will not be considered in materially breach of this Agreement or the Contractor Immigration Warranty if the party establishes that it has complied with the employment verification provision prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

- F. The foregoing provisions of subparagraphs A-E of this article must be included in any contract that a party enters into with any and all its subcontractors who provide service under this Agreement or any subcontract.
- G. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each party certifies that it does not have a scrutinized business operation as defined in A.R.S. §§ 35-391 and 35-393 in either Sudan or Iran.

ARTICLE XVIII - ATTACHMENTS

All attachments are to be considered an integral part of this Contract. Attachments may be added or deleted during the term of the Contract provided the governing requirements of the Contracts are met.

ATTACHMENTS

- A. Work Statement
- B. Payment Page
- C. Civil Rights

IN WITNESS WHEREOF, the CONTRACTOR and the GRANTEE do hereby execute this Contract as of the date first above written.

APACHE COUNTY

NORTHERN ARIZONA COUNCIL OF
GOVERNMENTS

Tom M. White Jr., Chairman

Chris Fetzer, Executive Director

**ATTACHMENT A
WORK STATEMENT – ENVIRONMENTAL REVIEW RECORD**

A. CONTRACT GOALS

1. Complete the Environmental Assessment for Apache County Fairgrounds ADA Upgrades,
2. Provide Technical Assistance to the GRANTEE regarding Federal, State, and project environmental review requirements, and
2. Assure compliance with all Federal, State laws, rules and Executive Orders.

B. NOTICES, CORRESPONDENCE, AND REPORTS

1. Notices, correspondence and reports from the CONTRACTOR shall be sent to:
Malena Bazurto
Apache County
P.O. Box 697
St. Johns, AZ. 85936
2. Notices, correspondence and reports from the GRANTEE shall be sent to:
Isabel Rollins
NACOG
P.O. Box 2451
Prescott, AZ 86302

C. SPECIAL PROGRAM REQUIREMENTS

1. CONTRACTOR will assist in interpretation of all Federal overlay statutes as they relate to the projects to be undertaken.
2. CONTRACTOR will liaison with the Department of Housing regarding the CDBG program.

D. SERVICES NAME(S) AND ACTIVITIES

TECHNICAL ASSISTANCE - This service provides project management oversight of, at a minimum, the following specific activities. This list is not intended to be all inclusive of all responsibilities. Services may be expanded or reduced as appropriate to the needs of the project.

1. Make necessary contacts, perform research, and complete all Environmental Assessment forms as required by the Department of Housing Small Cities CDBG Program.
2. Oversee file set-up and maintenance for required records.
3. Respond to Housing CDBG Program requests for information.
4. Develop any required legal advertisements for publication.
5. Coordinate with interested parties and consultants as needed to complete the assessment.
6. Submit Request for Release of Funds from the Arizona Department of Housing.

ATTACHMENT B**PAYMENT PAGE**

1. **SOURCE OF FUNDS:** FY 2012 Regional Account CDBG
2. **COMPENSATION TYPE:** Percent of Completion
3. **PAYMENT METHOD:** Payments shall be made on a net 30 day basis upon proper submission of an invoice documenting the completion of each major activity:

ACTIVITIES	PERCENT BILLABLE	STATUS	REC'D ON ACCT	CURRENT DRAW
ENVIRONMENTAL ASSESSMENT FOR APACHE COUNTY FAIRGROUNDS ADA UPGRADES = \$5,000				
Establish Files, Review Project Requirements	10%			
Contact all Relevant Parties, Complete Required ADOH Forms	60%			
Submit Assessment to ADOH	10%			
Request and Receive Release of Funds	20%			
TOTAL PROJECT	100%			

ATTACHMENT C

CIVIL RIGHTS PROVISIONS

Civil Rights Laws and Requirements

Title VI of the Civil Rights Act of 1964 provides that no person shall be:

* Excluded from participation * Denied program benefits * Subjected to discrimination on the basis of: * Race * Color * National Origin under any program or activity receiving Federal financial assistance.

Title VIII of the Civil Rights Act of 1968, as of 1968, Title VIII amended, prohibits discrimination in housing on the basis of: * Race * Color * Religion * Sex * National Origin. This law also required HUD to administer its program in a manner that affirmatively promotes fair housing.

Section 3 of the Housing and Urban Development Act of 1968, as amended, provides that, to the greatest extent feasible, opportunities for * Training, and * Employment that arise through HUD-financed projects shall be given to lower-income residents of the project area. Section 3 also provides that contracts awarded in connection with such projects be awarded to:

- * Businesses located in the project area, (OR)
- * Businesses owned, in substantial part, by residents of the project area

Section 504 of that Rehabilitation Act of 1973, as amended, provides that no otherwise qualified individual shall, solely by reason of his or her handicap be * Excluded from participation (including employment.) * Denied program benefits * Subjected to discrimination under any program or activity receiving Federal funds.

Section 109 of the Housing and Community Development Act of 1974, as amended, provides that no person shall be excluded from participation (including employment), denied program benefits, or subjected to discrimination on the basis of: * Race * Color * National Origin * Sex * Age * Handicap under any program or activity funded in whole or in part under Title I (CDBG) of the Act.

Section 104 of the Housing and Community Development Act of 1974, as amended, provides that the grantee "will affirmatively further fair housing."

The Age Discrimination Act of 1975, as amended, provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination - on the basis of age - under any program or activity receiving Federal funds.

Executive Order 11063 provides that no person shall, on the basis of race, color, religion, sex, or national origin, be discriminated against in:

- * Housing (and related facilities) provided with Federal assistance.
- * Lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government.

Executive Order 11246, as amended provides that no person shall be discriminated against, on the basis of race, color, religion, sex, or national origin, in any phase of employment during the performance of Federal or Federally assisted construction contracts in excess of \$10,000.

Furthermore, the Contractor shall

- * Use the term, "Equal Opportunity Employer" in all solicitations or advertisements for employees;
- * Bind the same responsibility to Subcontractors through contract language;
- * Acknowledge that non-compliance with Executive Order 11246 may result in contract termination, suspension, and the Contractor may be listed ineligible for future federal work.

Section 503, Affirmative Action for Workers with Disabilities provides that no employee or applicant shall be discriminated against in employment because of mental or physical disability, in regard to any position for which he/she is qualified. Notices shall be posted in conspicuous places. The Contractor shall bind the same responsibility to Subcontractors through contract language.

BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Malena Bazurto, Grants Manager

Date/Signature: 4/25/2013

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

Review and request approval of agreement between State Forestry and Apache County to utilize Conservation Crews in South Fork, Alpine and Nutrioso. This agreement will ammend the WFHF 2009 and WFHF 2012 Grant contracts.

Date & Time Needed: 05/08/2013

PRE-AGENDA ITEM REVIEW

Review Routing: Legal ☒ Finance ☐ Purchasing ☐ Human Resources ☐ Other

Legal Review:

Signature: _____

Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

Signature: _____

Health Department Director:

Signature: _____

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

BOARD ACTION TAKEN

☐ Approved ☐ Disapproved ☐ Deleted ☐ Continued To: _____

Signature Clerk of the Board

Malena Bazurto

From: Malena Bazurto
Sent: Monday, May 13, 2013 11:09 AM
To: jyoung@apachelaw.net
Subject: BOS Agenda Item Form.doc
Attachments: BOS Agenda Item Form.doc

Joe,

I am waiting to get the agreements back from State Forestry for review. This is essentially the prison fire crews working on private and County property in South Fork, Alpine, and Nutrioso. All work will be paid for using WFHF 2009 and WFHF 2012 grant funds. These rates are substantially less and can mitigate fire hazard on properties that would otherwise go over the cost per acre cap. Private property owners must first seek to hire a local contractor before the conservation crew. However as an example: a one acre, heavily treed property may be estimated at \$6000. Under the grant, I can only reimburse \$1000 to the owner. Using the conservation crew, the property owner can pay \$2000 for complete treatment and I can reimburse the \$1000 out of the grant funds.

Without this option, some owners may choose to go untreated, increasing the fire hazard to their own property and neighbors.

Thanks!

Malena

Janice K. Brewer
Governor

Scott Hunt,
State Forester

Arizona State Forestry Division

Office of the State Forester

1110 W. Washington St., Suite 100

Phoenix, AZ 85007

(602) 771-1400



Crew Use Agreement

Apache CO Nutrioso

Agreement entered into this 22nd day of May, 2013 between Apache County, herein called the "Party or Parties" and Arizona State Forestry Division, 1110 West Washington, Suite 100, Phoenix Arizona 85007.

Listed below are the daily cost estimates based upon the type of work requested.

This agreement shall be completed under the terms and conditions specified in the estimated daily amount of \$1,348.92 for cutting and piling and estimated daily amount of \$1,527.72 for cutting and chipping to cover work completed through 12/31/2015.

Scope of Agreement:

The project is within the designated boundary of Nutrioso, Arizona. All project boundaries will be designated by the Parties. Any standing dead and down thinned trees/slash that is designated on the property will be chipped and broadcast back on the property or haul off the property or piled in place. Trees will be thinned to an acceptable spacing providing a wildfire/firewise safe environment. This spacing may include small "groups" of trees. All stumps will be flush-cut to ground level unless otherwise directed by the "Parties". Trees left standing will be pruned to a height of 5-6 feet.

Trees adjacent to residences or future residence sites will be treated as the "Parties" directs. Any tree to be felled that could pose a threat to the safety of crew personnel, the public, or to the property will not be cut and it will be the "Parties" responsibility to have it removed.

Type/Description of project:

Project work to be performed is described above. The cost will include the conservation crew, crew vehicles, crew coordinator vehicle and 15 inch chipper and chip truck. Due to the nature

Payment

Apache County is responsible for 100% of the total cost of this project. Upon completion of the project, the "Party or Parties" will be invoiced by the State Forester; payment will be made upon receipt of the invoice.

Billing Address: Apache County, Apache County Annex 75 West Cleveland Street, P.O. Box 428, St. Johns, AZ 85936.

Audit of Records:

Pursuant to A.R.S. § 35-214 and 35-215, the "Party" and or "Parties" shall retain all data and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the "Party" and or "Parties" shall produce the original of any or all such records.

Cancellation for Conflict of Interest:

Pursuant to A.R.S. §38-511, the State, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any Agreement, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies either is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision shall be affective when the "Party" and or "Parties" receives a written notice of the cancellation unless the notice specifies a later time.

Non-Discrimination:

The "Party" and or "Parties" shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The State Forester shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

Applicable Law:

This Agreement shall be governed and interpreted by the law of the State of Arizona, and administrative rules promulgated there under.

Arbitration:

The "Parties" to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.

of the crew there are possible unplanned work delays; the "Parties" designated representative will be notified as soon as possible should this occur.

Location and map:

Legal description T7N, R29&30E

GPS Coordinates: 12 0665126 E, 3758168 N.

State Forester resources and/or Parties Responsibilities:

The State Forester's responsibilities include:

Provide a conservation crew to accomplish the objective.

Provide all standard tools and personal protective equipment (i.e. chainsaws, axes, gloves, hardhats, etc...) to accomplish the objective in a safe and efficient manner.

Provide transportation for the crew to and from the project site.

Insuring that a State Forestry Representative oversees the work being accomplished and that he/she communicates on a regular basis with the "Party/Parties" concerning the work and/or any issues that may arise from the project.

The "Party/Parties" responsibilities include:

Insuring that he/she communicates on a regular basis with the State Forestry Representative concerning the project.

Insures that the project area is well marked and defined.

Insures that access to the project area is available.

Should the "Parties" decide to cancel this Crew Use Agreement, they must do so by giving a minimum of 30 days notice, in writing and prior to any work being accomplished by the state conservation crew.

Reporting/Recording Requirements

There are no reporting or recording requirements.

Deliverables:

All acres within the project boundary as requested by the "Parties" are to be thinned and the resultant slash chipped and broadcast back on the property or hauled off property or piled in place. Merchantable product produced as deemed practical.

Pre-Work Consultations

After award of the agreement, but before any work shall begin, the State Foresters Representative shall meet with Project "Party or Parties" to discuss the terms and conditions of the agreement. The State Foresters Representative may request any other pertinent information of the "Party or Parties"; such as survey maps and/or boundary marker.

Amendment:

This agreement shall not be altered, changed, or amended except by instrument in writing executed by the "Party" and/or "Parties" or the State Forester hereto.

SIGNATURE PAGE:

RESERVED FOR THE STATE FORESTER	RESERVED FOR THE PARTY / PARTIES
<div>Signature</div> <div>Date</div>	<div>Signature</div> <div>Date</div>
<div>Kevin Boness,</div> <div>District Forester</div>	<div>Delwin Wengert</div>
<div>Typed Name and Title</div> <div>Arizona State Forestry</div>	<div>Typed Name and Title</div> <div>County Manager</div>
<div>Entity Name</div> <div>3650 Lake Mary Road,</div>	<div>Entity Name</div> <div>Project Address: T7N, R29&30E</div> <div>Nutrioso, AZ</div>
<div>Address</div> <div>Flagstaff, Arizona 86001</div>	<div>Address</div> <div>Billing address: Apache CO Annex 75,</div> <div>West Cleveland St. PO Box 428, St Johns,</div> <div>AZ 85936</div>
<div>City/State/Zip</div>	<div>City/State/Zip</div>

Janice K. Brewer
Governor

Scott Hunt,
State Forester

Arizona State Forestry Division

Office of the State Forester

1110 W. Washington St., Suite 100
Phoenix, AZ 85007
(602) 771-1400



Crew Use Agreement

Apache CO South Fork

Agreement entered into this 22nd day of May, 2013 between Apache County, herein called the "Party or Parties" and Arizona State Forestry Division, 1110 West Washington, Suite 100, Phoenix Arizona 85007.

Listed below are the daily cost estimates based upon the type of work requested.

This agreement shall be completed under the terms and conditions specified in the estimated daily amount of \$1,292.76 for cutting and piling and estimated daily amount of \$1,445.16 for cutting and chipping to cover work completed through 12/31/2015.

Scope of Agreement:

The project is within the designated boundary of South Fork, Apache County, Arizona. All project boundaries will be designated by the Parties. Any standing dead and down thinned trees/slash that is designated on the property will be chipped and broadcast back on the property or haul off the property or piled in place. Trees will be thinned to an acceptable spacing providing a wildfire/firewise safe environment. This spacing may include small "groups" of trees. All stumps will be flush-cut to ground level unless otherwise directed by the "Parties". Trees left standing will be pruned to a height of 5-6 feet. Trees adjacent to residences or future residence sites will be treated as the "Parties" directs. Any tree to be felled that could pose a threat to the safety of crew personnel, the public, or to the property will not be cut and it will be the "Parties" responsibility to have it removed.

Type/Description of project:

Project work to be performed is described above. The cost will include the conservation crew, crew vehicles, crew coordinator vehicle and 15 inch chipper and chip truck. Due to the nature

of the crew there are possible unplanned work delays, the “Parties” designated representative will be notified as soon as possible should this occur.

Location and map:

Legal description: T8N, R28E Section 17
GPS Coordinates: 12 0646276 E, 3772200 N.

State Forester resources and/or Parties Responsibilities:

The State Forester’s responsibilities include:

- Provide a conservation crew to accomplish the objective.
- Provide all standard tools and personal protective equipment (i.e. chainsaws, axes, gloves, hardhats, etc...) to accomplish the objective in a safe and efficient manner.
- Provide transportation for the crew to and from the project site.
- Insuring that a State Forestry Representative oversees the work being accomplished and that he/she communicates on a regular basis with the “Party/Parties” concerning the work and/or any issues that may arise from the project.

The “Party/Parties” responsibilities include:

- Insuring that he/she communicates on a regular basis with the State Forestry Representative concerning the project.
- Insures that the project area is well marked and defined.
- Insures that access to the project area is available.
- Should the “Parties” decide to cancel this Crew Use Agreement, they must do so by giving a minimum of 30 days notice, in writing and prior to any work being accomplished by the state conservation crew.

Reporting/Recording Requirements

There are no reporting or recording requirements.

Deliverables:

All acres within the project boundary as requested by the “Parties” are to be thinned and the resultant slash chipped and broadcast back on the property or hauled off property or piled in place. Merchantable product produced as deemed practical.

Pre-Work Consultations

After award of the agreement, but before any work shall begin, the State Foresters Representative shall meet with Project “Party or Parties” to discuss the terms and conditions of the agreement. The State Foresters Representative may request any other pertinent information of the “Party or Parties”; such as survey maps and/or boundary marker.

Payment

Apache County is responsible for 100% of the total cost of this project. Upon completion of the project, the "Party or Parties" will be invoiced by the State Forester; payment will be made upon receipt of the invoice.

Billing Address: Apache County, Apache County Annex 75 West Cleveland Street, P.O. Box 428, St. Johns, AZ 85936.

Audit of Records:

Pursuant to A.R.S. § 35-214 and 35-215, the "Party" and or "Parties" shall retain all data and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the "Party" and or "Parties" shall produce the original of any or all such records.

Cancellation for Conflict of Interest:

Pursuant to A.R.S. §38-511, the State, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any Agreement, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies either is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision shall be affective when the "Party" and or "Parties" receives a written notice of the cancellation unless the notice specifies a later time.

Non-Discrimination:

The "Party" and or "Parties" shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The State Forester shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

Applicable Law:

This Agreement shall be governed and interpreted by the law of the State of Arizona, and administrative rules promulgated there under.

Arbitration:

The "Parties" to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.

Amendment:

This agreement shall not be altered, changed, or amended except by instrument in writing executed by the "Party" and/or "Parties" or the State Forester hereto.

SIGNATURE PAGE:

RESERVED FOR THE STATE FORESTER	RESERVED FOR THE PARTY / PARTIES
<p>Signature _____ Date _____</p> <p>Kevin Boness, District Forester</p>	<p>Signature _____ Date _____</p> <p>Delwin Wengert</p>
<p>Typed Name and Title</p> <p>Arizona State Forestry</p>	<p>Typed Name and Title</p> <p>County Manager</p>
<p>Entity Name</p> <p>3650 Lake Mary Road,</p>	<p>Entity Name</p> <p>Project Address: T8N, R28E Sec. 17 South Fork, Apache County, AZ</p>
<p>Address</p> <p>Flagstaff, Arizona 86001</p>	<p>Address</p> <p>Billing address: Apache CO Annex 75, West Cleveland St. PO Box 428, St Johns, AZ 85936</p>
<p>City/State/Zip</p>	<p>City/State/Zip</p>

Janice K. Brewer
Governor

Scott Hunt,
State Forester

Arizona State Forestry Division

Office of the State Forester

1110 W. Washington St., Suite 100
Phoenix, AZ 85007
(602) 771-1400



Crew Use Agreement

Apache CO Alpine

Agreement entered into this 22nd day of May, 2013 between Apache County, herein called the "Party or Parties" and Arizona State Forestry Division, 1110 West Washington, Suite 100, Phoenix Arizona 85007.

Listed below are the daily cost estimates based upon the type of work requested.

This agreement shall be completed under the terms and conditions specified in the estimated daily amount of \$1,398.44 for cutting and piling and estimated daily amount of \$1,581.64 for cutting and chipping to cover work completed through 12/31/2015.

Scope of Agreement:

The project is within the designated boundary of Alpine, Arizona. All project boundaries will be designated by the Parties. Any standing dead and down thinned trees/slash that is designated on the property will be chipped and broadcast back on the property or haul off the property or piled in place. Trees will be thinned to an acceptable spacing providing a wildfire/firewise safe environment. This spacing may include small "groups" of trees. All stumps will be flush-cut to ground level unless otherwise directed by the "Parties". Trees left standing will be pruned to a height of 5-6 feet.

Trees adjacent to residences or future residence sites will be treated as the "Parties" directs. Any tree to be felled that could pose a threat to the safety of crew personnel, the public, or to the property will not be cut and it will be the "Parties" responsibility to have it removed.

Type/Description of project:

Project work to be performed is described above. The cost will include the conservation crew, crew vehicles, crew coordinator vehicle and 15 inch chipper and chip truck. Due to the nature

of the crew there are possible unplanned work delays, the "Parties" designated representative will be notified as soon as possible should this occur.

Location and map:

Legal description: Section 7, T8N, R29E: NW4, NE4, SW4.
GPS Coordinates: 12 0654366E, 3774349N.

State Forester resources and/or Parties Responsibilities:

The State Forester's responsibilities include:

- Provide a conservation crew to accomplish the objective.
- Provide all standard tools and personal protective equipment (i.e. chainsaws, axes, gloves, hardhats, etc...) to accomplish the objective in a safe and efficient manner.
- Provide transportation for the crew to and from the project site.
- Insuring that a State Forestry Representative oversees the work being accomplished and that he/she communicates on a regular basis with the "Party/Parties" concerning the work and/or any issues that may arise from the project.

The "Party/Parties" responsibilities include:

- Insuring that he/she communicates on a regular basis with the State Forestry Representative concerning the project.
- Insures that the project area is well marked and defined.
- Insures that access to the project area is available.
- Should the "Parties" decide to cancel this Crew Use Agreement, they must do so by giving a minimum of 30 days notice, in writing and prior to any work being accomplished by the state conservation crew.

Reporting/Recording Requirements

There are no reporting or recording requirements.

Deliverables:

All acres within the project boundary as requested by the "Parties" are to be thinned and the resultant slash chipped and broadcast back on the property. Any slash piles generated will be burned at a later date by the Arizona State Division of Forestry at no cost to the property owner. Merchantable product produced as deemed practical.

Pre-Work Consultations

After award of the agreement, but before any work shall begin, the State Foresters Representative shall meet with Project "Party or Parties" to discuss the terms and conditions of the agreement. The State Foresters Representative may request any other pertinent information of the "Party or Parties"; such as survey maps and/or boundary marker.

Payment

The Mattausch Project will be covered on a 90/10 Grant. Bill Mattausch is responsible for 10% of the total cost of the project. The remainder portion of 90% will be covered by WFHF Grant 09-018.

Upon completion of the project the "Party or Parties" will be invoiced by the State Forester. Payment will be made by the "Party or Parties" upon receipt of the invoice.

Billing address: Bill Mattausch, P.O. Box 1826 Eagar, AZ 85925.

Audit of Records:

Pursuant to A.R.S. § 35-214 and 35-215, the "Party" and or "Parties" shall retain all data and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the "Party" and or "Parties" shall produce the original of any or all such records.

Cancellation for Conflict of Interest:

Pursuant to A.R.S. §38-511, the State, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any Agreement, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies either is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision shall be affective when the "Party" and or "Parties" receives a written notice of the cancellation unless the notice specifies a later time.

Non-Discrimination:

The "Party" and or "Parties" shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The State Forester shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

Applicable Law:

This Agreement shall be governed and interpreted by the law of the State of Arizona, and administrative rules promulgated there under.

Arbitration:

The "Parties" to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.

Amendment:

This agreement shall not be altered, changed, or amended except by instrument in writing executed by the "Party" and/or "Parties" or the State Forester hereto.

SIGNATURE PAGE:

RESERVED FOR THE STATE FORESTER		RESERVED FOR THE PARTY / PARTIES	
Signature Kevin Boness, District Forester	Date	Signature Bill Mattausch	Date
Typed Name and Title Arizona State Forestry		Typed Name and Title Owner	
Entity Name 3650 Lake Mary Road,		Entity Name Project Address: Parcel # 104-19-018B, Eagar AZ 85925	
Address Flagstaff, Arizona 86001		Address Billing address: P.O. Box 1826, Eagar, AZ 85925	
City/State/Zip		City/State/Zip	

Daily Estimates

PROJECT NUMBER

PROJECT NAME

Apache CO Alpine Cut & Chip

CREW NAME

Escudilla 2

TOTAL HRS. WORKED

240.00

VEHICLES

	Mark with an 'x' if used		
Inmates Salaries	x		\$120.00
ABATEMENT CREW EQUIP.	x		\$840.00
DOC Overtime Costs			
Costs Associated with Camping			
SUB TOTAL			\$960.00

	Mark with an 'x' if used	DAYS	MILES/ HOURS	
3/4 Ton 4x4 truck	x	1.0	138.00	\$95.72
SUV 3/4 Ton 4x4		0.0	0.00	
1/2 Ton P/U 4x4		0.0	0.00	
Crew Buggy	x	1.0	82.00	\$171.36
Crew Buggy	x	1.0	82.00	\$171.36
Chipper Truck	x	1.0	138.00	\$95.72
Chipper 10"	x	0.0	0.00	\$0.00
Chipper 18"		0.0	0.00	
Show Low's 14"		0.0	0.00	
Chipper 15"		1.0	6.00	\$87.48
4x4 Blazer		0.0	0.00	\$0.00
ATV w/Trailer				
5 Ton Dump Truck	x		0.00	\$0.00
SUB TOTAL				\$621.64

INCLUSIVE DATES

6/1/13

GRAND TOTAL

\$1,581.64

Daily Rate = Cut % Chip

COMMENTS

Billing Address

Prepared By:
Crew Coordinator

Signature & Date

Approved By:
District Forester

Signature & Date

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

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

Delwin Wengert, County Manager

Date/Signature: 5/14/13

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

Discuss And Approve The contract with the
Springville-Eagan Chamber of Commerce
Re Economic Development

BOS Meeting Date Requested

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

BOARD ACTION TAKEN

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

Signature Clerk of Board

Contract Agreement

This Contract dated May 21, 2013 between the Springerville-Eagar Regional Chamber of Commerce herein referred to as SERCC and Apache County is effective from May 21, 2013) to (July 1, 2014). Said contract can be renegotiated yearly if both parties agree. Duties and contract price will be determined with each renegotiation.

Apache County will pay \$15,000 to the SERCC. SERCC agrees to perform the following duties during the time of the contract:

- (1) SERCC will create and print a 12 panel tri-fold glossy brochure (11x17)
 - i. SERCC will provide a comprehensive wide-range search for each of the following:
 1. County, cities, towns, unincorporated areas in Apache County.
 - a. Population, median income, educational statistics, major industries of Apache County, and median temperatures.
 - ii. SERCC will gather information on natural resources in Apache County.
 - iii. SERCC will gather information on tourism attractions in Apache County.
 - iv. SERCC will Identity potential economic opportunities in Apache County.
 - v. SERCC will gather information regarding school systems in Apache County.
 - vi. SERCC will gather information regarding higher education systems in Apache County.
 - vii. SERCC will gather information regarding churches, hospitals, medical clinics, utilities, and ambulance services.
 - viii. SERCC will gather information on engineering, mining, SRP, TEP, American West Potash, CO² Dome, Preferred Sands, wind power, and solar power.
 - ix. SERCC will gather information on the history of Apache County.
 - x. SERCC will gather information on transportation routes, airports, and train systems in Apache County.

- xi. SERCC will gather information on the Navajo Tribe.
 2. SERCC will work with Apache County to determine information to be included in the brochure.
 3. SERCC will format and proof data prior to printing.
 4. SERCC will provide a draft copy to Apache County for approval before printing.
 5. SERCC will print 20,000 copies of the brochure.
 6. Projected print date will be August to October, 2013 (depending on initiation of contract).
 7. SERCC will distribute brochure to State Visitor Centers and Chambers of Commerce and pay the required postage.
 8. SERCC will distribute the brochure in relocation packages paying the required postage.
 9. SERCC will distribute the brochure to organizations requesting information or to organizations identified by the County or SERCC for economic development. SERCC will pay the required postage.
- (2) SERCC will create a mini visitors center at Apache County offices in St. Johns, Arizona
1. SERCC will provide one or two wooden brochure holders for the identified Apache County hallway and provide tourism, economic development, and information collateral for the brochure holders.
 2. SERCC will stock the brochure holder.
 3. SERCC will physically update collateral in the brochure holder three times per month.
 4. SERCC will work with the County to identify historic photographs to be hung in the Apache County Council quarters and in the hallways.
 5. SERCC will contact artists from St. Johns, Springerville, Eagar, Concho, Sanders, Vernon, Nutrioso, Alpine, Greer, and the Navajo Nation to attempt obtaining art for the Apache County Hallway.
 - i. SERCC will work with Apache County on appropriate display procedures for art.

- ii. SERCC will prepare the paperwork for selling the art on commission and provide an employee via telephone to accept payment.
- iii. SERCC will retain the commission on art sales.
- iv. SERCC understands that any historic photographs displayed at the Apache County building will not be for sale.

(3) SERCC will obtain the previous St. John's Chamber of Commerce telephone number, 337-2000, having calls routed to the SERCC office in the Springerville Heritage Center

1. SERCC will answer incoming calls on this number.
2. SERCC will refer calls to the appropriate person, department, business, or organization within Apache County per department structure provided by Apache County.
3. SERCC will answer questions regarding events, businesses, and services in Apache County.

(4) SERCC will visit the following cities, towns, and unincorporated areas of Apache County to (a) listen to businesses and community organization's ideas and needs of promotion for the area (b) make quarterly reports to the County Manager of promotional needs and possible solutions, and (c) share pertinent information of current happenings, trends, and potential with the cities, towns, and unincorporated areas of Apache County using the following guidelines:

1. SERCC will meet quarterly with:
 - i. St. John's
 - ii. Springerville
 - iii. Eagar
2. SERCC will meet quarterly with:
 - i. Alpine
 - ii. Nutrioso
 - iii. Greer
 - iv. McNary
 - v. Vernon

- vi. Concho
 - vii. Sanders
3. SERCC will meet twice a year with:
- i. Window Rock with the Navajo Tourism Office
4. SERCC will meet a minimum of twice a year with District I and II supervisors to get direction about where to apply effort for the following chapter houses and towns:
- i. Burnside
 - ii. Chinle
 - iii. Cornfields
 - iv. Cottonwood
 - v. Del Muerto
 - vi. Dennehostso
 - vii. Fort Defiance
 - viii. Ganado
 - ix. Houck
 - x. Klagetoh
 - xi. Lukachukai
 - xii. Lupton
 - xiii. Many Farms
 - xiv. Nazlini
 - xv. Oak Springs
 - xvi. Red Mesa
 - xvii. Red Rock
 - xviii. Rock Point⁶
 - xix. Rough Rock
 - xx. Round Rock
 - xxi. Saint Michaels
 - xxii. Sawmill
 - xxiii. Sehili
 - xxiv. Steamboat

xxv. Teec Nos Pos

xxvi. Tovei

xxvii. Wide Ruins

- (5) The SERCC director or her assignee will attend Apache County bi-monthly Board of Supervisor's Meetings as often as possible to gather information for sharing with constituents, businesses, and organizations and to help correct misinformation.
- (6) SERCC will prepare and email an Apache County email Buzz twice a month using constant contact to all entities within Apache County that sign up for the email blast.
 1. Apache County businesses and governments can provide flyers and/or event information for inclusion in the Apache County Buzz twice a month.
 - i. SERCC will determine the set dates for the twice a month email blast.
 - ii. SERCC will post deadlines for receiving information on the SERCC and the Apache County website once determined.
- (7) SERCC will plan and host a one-day Apache County event.
 1. Apache County will negotiate the date and event type with SERCC
 - i. Apache County will determine the location of the event.
 - ii. Date and event type must take into consideration the annual events SERCC is currently committed to.
 1. SERCC already hosts and is committed to an annual Apache County Home Based Business Expo. The Home Based Business Expo will be in addition to the event Apache County negotiates with SERCC to host.
- (8) SERCC visitor's center will stock Apache County information and provide advice to tourists of any tourism attractions, roadways, or other pertinent information in Apache County as appropriate.
- (9) SERCC will partner with Mead Publication to create an Apache County Directory to include Apache County demographics and paid advertising from Apache County businesses

desiring to participate. This directory is projected to be printed and available October/November 2013.

(10) SERCC will create a calendar, accessible by the public to reserve the facilities at the Rodeo Grounds in Eagar and link it to the Apache County website.

1. SERCC will create and maintain a website that will be linked to the Apache County website.
 - a. The public side of the calendar will be viewable by the public.
 - b. The back side of the calendar will be controlled by SERCC.
 - i. SERCC will not place an event on the public side of the calendar until notified by the Eagar rodeo manager or the county manager that all necessary forms and monies have been received and that the event has been approved.
 1. SERCC will place tentative events on the back side of the calendar so the rodeo manager, county staff, and SERCC will be aware of future potential events.
2. SERCC will maintain the Eagar Rodeo Grounds website with pictures of events provided by the rodeo grounds manager, local photographers, or county staff.
3. SERCC will place all pertinent documents and marketing information on the Eagar Rodeo Grounds website.
4. SERCC will create and self-print a marketing brochure (similar to the Springerville Heritage Center brochure) for distribution at the Springerville and Eagar Chambers visitor center, Apache County visitor center, and the websites of the SERCC, Apache County, and the White Mountains Regional Chambers website.
5. SERCC will research appropriate marketing opportunities in rodeo focused publications and websites advising Apache County of the best use of advertising funds for promoting the rodeo grounds. SERCC will not pay for the marketing advertising but will ensure that the graphic art and inclusion in publications have the best reach and potential for Apache Counties

APACHE COUNTY/SERCC CONTRACT

7

This contract includes all considerations of duties to be performed by the SERCC in exchange for the agreed upon contract price of \$16,500. Any other duties or cost must be negotiated outside of this agreement. This agreement is signed and accepted (May 21, 2013).

Apache County

SERCC

Becki Christensen, Executive Director

Beth Bond

From: Bonnie Stallings
Sent: Monday, May 06, 2013 10:48 AM
To: Beth Bond
Subject: NACo 2013 Western Interstate Region Conference

This conference will be held on May 22 through May 24, 2013. The conference events will take place at the High Country Conference Center in Flagstaff, Arizona

201 W Butler Ave.

disse Valley, AZ 85253

A. [x] Management of the limited liability company is vested in a manager or managers. The names and addresses of each person who is a manager AND each member who owns a twenty percent or greater interest in the capital or profits of the limited liability company are:

Clint Sadler [x] manager
Box 70, Blue, AZ 85922

Published in the White Mountain Independent
April 26, April 30, May 3, 2013
(WMI 7430 T, A, 3x, 4/26, 4/30, 5/03/13)

ORDINANCE 2013-001

AN ORDINANCE OF THE TOWN OF SPRING-
ERVILLE, APACHE COUNTY, ARIZONA,
ADOPTING THE OFFICIAL ZONING MAP OF
THE TOWN OF SPRINGVILLE AND ESTAB-
LISHING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUN-
CIL OF THE TOWN OF SPRINGVILLE,
ARIZONA AS FOLLOWS:

Section 1: That certain public document known
as "The Town of Springerville Zoning Map" three
copies of which are on file in the office of the town
clerk of the Town of Springerville, Arizona, which
document was made a public record by Resolu-
tion No. 2013-R002 of the Town of Springerville,
Arizona, is hereby referred to, adopted and made
a part hereof as if fully set out in this ordinance.

Section 2: This Zoning Map shall supersede
all other previous zoning maps of the Town of
Springerville.

Section 3. This Ordinance shall become effec-
tive 30 days after the second reading and adop-
tion of this ordinance.

PASSED AND ADOPTED by the Mayor and
Council of the Town of Springerville, Arizona, this
17th day of April, 2013

NOTICE IS HEREBY GIVEN to all creditors of
the Estate that:

1. DANIEL FRANCIS BELISLE has been appoint-
ed as Personal Representative of the Estate.

2. Claims against the Estate must be presented
within four (4) months after the date of the first
publication of this notice or be forever barred.

3. Claims against the Estate may be presented
by delivering or mailing a written statement of the
claim to Daniel Francis Belisle, care of Hamblin
Law Office, PLC, at:

a. Delivery:

367 North Main St. Ste. 3
Eagar, AZ 85925

b. Mailing:

PO Box 488

Eagar, AZ 85925.

DATED this 19th day of April, 2013.

/s/ Bryce M. Hamblin

Bryce M. Hamblin, Esq.

Attorney for Personal Representative

Published in the White Mountain Independent
May 3, May 10, May 17, 2013
(WMI 7447 A, 3x, 5/03, 5/10, 5/17/13)e

NOTICE OF A PUBLIC HEARING

The Apache County Board of Supervisors will
consider and possibly approve an Ordinance
setting forth emergency predator-human incident
protective measures. The meeting regarding this
issue will be held on May 21, 2013 at 8:30 a.m. at
the Apache County Board of Supervisors meet-
ing room, 75 West Cleveland Street in St. Johns,
Arizona.

Published in the White Mountain Independent
May 3, May 10, May 17, 2013
(WMI 7443 A, 3x, 5/03, 5/10, 5/17/13)e

*News you can
interact with!*

Chat

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

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

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

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

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



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

Ordinance # 2013-____

**AN ORDINANCE SETTING FORTH EMERGENCY PREDATOR-
HUMAN INCIDENT PROTECTIVE MEASURES**

WHEREAS, the Apache County Board of Supervisors finds and determines that the increase of dangerous predators, including introduced, experimental and managed species, will result in an increase in human-predator encounters that can result in threats, attacks, injuries and death to humans, especially vulnerable, handicapped, elderly and children throughout the county; and,

WHEREAS, the Apache County Board of Supervisors finds and determines that predatory animals, including introduced, experimental and managed species, and predator-human encounters pose serious threats to human settlements, family households, expose children to health and safety risks, and threaten the economic well-being of families and businesses within the County; and,

WHEREAS, the Apache County Board of Supervisors has received numerous testimonials from those affected by predators, including introduced, experimental and managed species; and,

WHEREAS, disease and spread of disease by predators including introduced, experimental and managed species and rodents is not being addressed sufficiently/effectively by the agencies at hand; and,

WHEREAS, increasing pressure on livestock from predatory animals, including introduced, experimental and managed species, has shown to impact and have detrimental affects to yearling operations; and,

WHEREAS, increased pressure from predatory animals, including introduced, experimental and managed species, has led to drastic and negative impacts on big game animals throughout the western U.S.; and,

WHEREAS, psychological impacts and damages have been proven and testified to, by licensed mental health professionals, concerning the impacts of predators, including introduced, experimental and managed species such as the wolf, with no relief forthcoming; and,

WHEREAS, many experts on predators, including introduced, experimental and managed species, have legitimate concerns and suspicions about the genetic purity of introduced and/or protected/specially-protected species, deeming in the case of the Mexican Gray Wolf, a wolf-dog hybrid; and,

WHEREAS, Apache County questions the legality and viability of introduced and experimental species of questionable historic or genetic lineage; and,

WHEREAS, many experts on predators, including introduced, experimental and managed species to include wolves, demonstrate that habituated predators may cause danger to the citizens of Apache County because these predators may have lost their fear of humans; and,

WHEREAS, many of these experts have documented that the very practices indulged in by the United States Fish and Wildlife Service (USFWS) lead to habituation and fearlessness; and,

WHEREAS, the Board desires to increase its ability to protect humans, the general well being of humans, livestock and domesticated animals from predatory animals, including introduced, experimental and managed species; and,

WHEREAS, the 10th Amendment to the Constitution for the United States is clear when stating, "The powers not delegated to the United States by the Constitution, nor prohibited by it to the states, are reserved to the States respectively, or to the people."; and,

WHEREAS, the states and their political subdivisions, the counties, have derived specific and reserved powers from the 10th Amendment of the Constitution for the United States, referred to as Police Powers Of The State; and,

WHEREAS, the counties under these 10th Amendment and subsequent state powers has the duty to pass laws and regulations to protect the safety, health, welfare and morals for the benefit of their communities; and,

WHEREAS, the Board has a fiduciary responsibility under its statutory police powers to protect the health, safety and welfare of its residents; and, the County reserves the right to take whatever actions necessary to do so; and,

WHEREAS, pursuant to Arizona law, the Apache County Board of Supervisors has the authority to "Adopt provisions necessary to preserve the health of the county, and provide for the expenses thereof," and "Make and enforce all local, police, sanitary and other regulations not in conflict with general law" all according to A.R.S. § 11-251; and,

WHEREAS, pursuant to Arizona law, the Director of Agriculture "may also enter into cooperative agreements with other governmental agencies and counties of the state to promote the control and destruction of predatory wildlife, noxious rodents and related animals", which does not include big game animals as defined in section 17-101, except:

1. Bear and mountain lion taken pursuant to section 17-302.
2. To protect public health and safety, all according to ARS 3-2401; and,

WHEREAS, pursuant to Arizona law, the Director of Agriculture “may approve expenditures for equipment, materials, supplies, transportation and other expenses, including personal services, necessary to discharge the powers imposed by this article” all according to ARS 3-2402; and,

WHEREAS, pursuant to Arizona Law, “The boards of supervisors of the several counties may within their respective counties:

1. Control and destroy predatory wildlife, noxious rodents and related animals as defined by ARS Section 3-2401.
2. Enter into cooperative agreements with the department and the animal and plant health inspection service of the United States department of agriculture.
3. Make necessary expenditures from any special, contingent or general county fund available for the purposes specified in this section.” All according to ARS Section 3-2405; and,

WHEREAS, the cooperation and participation with the USFWS is not sufficient to address the needs of the County health, safety and welfare; and,

WHEREAS, multiple attempts have been made by Apache County to coordinate with Arizona Game and Fish Department (AZGFD) and the USFWS, to no avail; and,

WHEREAS, there has been a rise in political posturing and intimidation, including blackmail, surrounding predatory, introduced, experimental and managed species; and,

WHEREAS, there has been an increase of threatening rhetoric and conjecture concerning predatory, introduced, experimental and managed species; and,

WHEREAS, information critical to local governing bodies to fulfill their obligations to protect safety, health, welfare and morals has not been forthcoming from management agencies; and,

WHEREAS, the USFWS final rule implementing the introduction of the experimental wolf population allows Mexican Gray Wolves ("wolf") to be "taken" in certain instances. See 63 C.F.R. §§ 1752, 1759; This process is ineffective, protracted in time and to which the USFWS is non-responsive; and,

WHEREAS, the USFWS, Arizona Game and Fish Department, New Mexico Game and Fish Commission, USDA-Animal and Plant Health Inspection Service (APHIS), the U.S. Forest Service and others, in a document called *Mexican Wolf Encounter Safety Tips*, states that "if in imminent danger, do what is necessary to protect yourself, your family, or the lives of others"; and,

WHEREAS, on January 2, 2013, Arizona Game & Fish along with the U.S. Fish and Wildlife Service announced another Mexican Gray Wolf would be released into Apache County; and,

WHEREAS, previous documents prepared by U.S. Fish and Wildlife and Arizona Game and Fish Department show the intent to introduce more wolves into Apache County and surrounding areas, including the proposal of a "Southwestern Gray Wolf" management plan announced on December 18, 2012; and,

WHEREAS, the Apache County Board of Supervisors finds and determines that the USFWS actions to address Mexican Gray Wolf threats to human settlement's, households and residents of the County are not sufficient to reduce and eliminate these threats to human populations; and,

WHEREAS, the Board determines that measures used by other counties have provided some relief to predator-human encounters; the County realizes that as human incidents with wolves and other predations are increasing rather than decreasing; that the risk of wolf and other predator attacks on humans has become more likely as human/wolf incidents

increase, certain measures are necessary for the protection of the safety, health, welfare and morals of the residents and businesses in Apache County; and, these escalating incidents include human suffering, possible loss of life, loss of income, loss and damage to private property, and disruption of the normal functioning of government and communities in Apache County; and,

WHEREAS, the Board desires an emergency response/measures that is/are more effective, direct and immediate, when residents ask for assistance when the residents are threatened by predator encounters (including wolves), and the Board desires to establish expectations of law enforcement within the County when responding to such dangers, to include livestock predation;

NOW THEREFORE, BE IT RESOLVED, the Board of Supervisors of Apache County hereby adopts this Apache County Ordinance No. 2013-007: *An Ordinance Setting Forth Emergency Predator-Human Incident Protective Measures*. Procedures for implementing the emergency measures for this proclamation shall have the force and effect of law.

BE IT FURTHER RESOLVED, the purpose of this ordinance is to set forth and specify emergency response to resident requests for help to remove threatening predators (including wolves) in order to protect families and the lives of others. In implementing this ordinance, priority response will be to requests from disadvantaged or vulnerable individuals and families, including but not limited to children, elderly, mentally or physically handicapped, other impaired individuals as defined by the Americans with Disabilities Act.

BE IT FURTHER RESOLVED, Apache County predator protection management objectives are to:

1. Prevent human death and injury;
2. Assist County residents who encounter predators and fear for their lives;
3. Provide rapid response to residents who cannot safely protect themselves from predator encounters that present a

threat, as described above;

4. Prevent loss of livestock and any other property that may be damaged or destroyed by predators;
5. Reduce predator-human interactions; and,
6. Reduce habituated predators from human encounters.

BE IT FURTHER RESOLVED, impeding the Apache County Sheriff, any designated Apache County Deputy, any designated Officer or other designee or contractor of Apache County who is performing the task of protecting the safety, health, welfare and morals of humans from predatory animals is hereby designated a Class 2 Misdemeanor and punishable pursuant to Title 13 of the Arizona Revised Statutes.

BE IT FURTHER RESOLVED, it is illegal to translocate, introduce or allow to be introduced, any predatory, experimental, non-native, or any other species into Apache County, without either fully coordinating with the County prior to any planning efforts, or ensuring compliance with all applicable federal laws and regulations.

BE IT FURTHER RESOLVED, that this Ordinance be called immediately to the attention of Governor Jan Brewer, Arizona Game and Fish Department, United States Fish and Wildlife Service, Arizona Congressional Delegation and the Arizona Legislature, and meetings will, as needed, be coordinated as soon as possible.

BE IT FURTHER RESOLVED, the County will, as needed, enter into coordinated agreements with the Arizona Agricultural Department and Director.

BE IT FURTHER RESOLVED, the County will, as needed, enter into coordinated agreements with the Animal and Plant Health Inspection Service (APHIS) of the United States Department of Agriculture.

BE IT FURTHER RESOLVED, the Apache County Board of Supervisors may, as needed, contract with a qualified predator officer, from either another county or another agency, to provide an instructional course on predatory animal behavior, identification and familiarization for the Apache County Sheriff's Office's deputy first-responders.

BE IT FURTHER RESOLVED, since response time is critical, the County Sheriff or designee may issue a dispatch order, to lethally remove a predator(s), when there's an imminent threat of serious bodily injury to members of the effected household(s).

BE IT FURTHER RESOLVED, the Board specifies the following procedures in responding to immediate assistance from requests by county residents, as described above.

SECTION 1:

Procedures are hereby established for responding to complaints or need for immediate assistance to remove predators that are threats or danger to humans, including children or other defenseless persons, domestic animals and/or livestock. The County responding sheriff deputy will quickly respond to any of the following predator-related activities:

- 1.1 Frequently approaching people or domestic animals and/or livestock;
- 1.2 Frequently entering human developments;
- 1.3 Behavior indicating habituation to humans and human food items;
- 1.4 Acquiring human foods on more than one occasion;
- 1.5 Attacking, injuring or showing aggressive behavior towards a human;
- 1.6 Where and when residents are unable or disadvantaged to protect themselves from predators, the County may intervene as a third party to assist said residents in removing threatening predators.

SECTION 2:

The Investigating Office of the Sheriff's Department shall assume the following actions:

2.1 Upon receiving a request for assistance, the designated Deputy of the Sheriff's Department will make the determination to respond to the request;

2.2 The designated Deputy of the Sheriff's Department will immediately respond to the scene of the threat and check the resident(s), and make an initial observation for obvious physical effects and/or danger to humans, livestock or domestic animals.

SECTION 3:

The Investigating Officer of the Sheriff's Department will assume the following actions:

3.1 Confirm the threatening incident;

3.2 Identify and document the presence of predator(s) and determine if such presence is causing an imminent threat of physical or bodily danger or harm;

3.3 If there is an imminent threat of serious bodily harm to any human, the Sheriff's Deputy may act in defense of others to alleviate the threat if such actions are reasonably necessary to protect such person from death or serious bodily injury. Further, Lethal take of a predator is only appropriate if the officer determines that (1) there is an apparent, danger of death or bodily harm to others, (2) the apparent danger would have caused a reasonable person to act the same way in the same circumstances;

3.4 Provide comfort and apply first aid, if necessary.

3.5 Contact EMS and County Sheriff to treat and investigate as necessary;

3.6 Complete investigation;

3.7 Document incident;

3.8 Notify Apache County Board of Supervisors and County Sheriff;

3.9 In the case of a lethal take of a predator that is not threatened or endangered, as can be reasonably determined by the designated Deputy with available resources according to the Endangered Species Act, the designated Deputy will contact the Arizona Fish and Game Department within 24 hours;

3.10 In the case of a lethal take of a confirmed or perceived predator listed as threatened or endangered, according to the Endangered Species Act, the designated Deputy will preserve the site with the minimum of disturbance and call the USFWS as soon as possible, but in all cases within 24 hours;

3.11 Inspect and document physical effects;

3.12 Photograph all scenes where physical effects occurred;

3.13 Measure canine spread in millimeters;

3.14 Prepare incident report including all non-confidential information described above and transmit to the Apache County Board of Supervisors, FWS and US Wildlife Service and Arizona Fish and Game Department within seven (7) days.

SECTION 4:

Definitions:

Habituated Predator: A predator that more than once approaches people and/or repeatedly visits human use areas in the presence of people without displaying an avoidance response; an habituated predator that stands, looks at people in a fearless manner, cannot be scared off by yelling, clapping hands, waving arms, throwing objects and/or discharging a firearm. Habituation is a decreasing response to a repeated, non-consequential stimulus; the loss of a fear response to people, which arises from frequent non-consequential encounters.

Problem Predator: A predator that:

- (1) Has depredated lawfully present livestock; or any other domestic animal;
- (2) As some predators, can be a member of a group or pack (including adults, yearlings, and young-of-the-year) that were directly involved in livestock depredations;
- (3) Was fed by or are dependent upon adults involved with livestock or domestic animal depredations (because young animals will likely acquire the pack's livestock or domestic animal depredation habits);
- (4) Has depredated domestic animals other than livestock on private or tribal lands, two times in an area within one year; or,
- (5) Is habituated to humans, human residences, or other related or similar facilities.

Predation: Orientation towards the prey followed by: stalking, chasing, catching, biting, shaking the prey, carrying or dragging off. The predator may not show prior threat display or vocalization; it may continue attack on targeted prey, even with interference. Children are particularly susceptible to predation.

Predator: Any animal including but not limited to mountain lions, black and Grizzly bears, jaguars, wolves and coyotes, that live by preying on other animals, to include introduced, experimental and managed species, as well as those defined by ARS 3-2401.

Predator-Human Interaction: Any incident in which the behavior of a predator has a direct physical or mental effect upon a human.

Threat: Any predator-related circumstance or event with the potential for adverse physical or psychological impact upon a human. A predator is considered to be a threat to a human any time the predator demonstrates menacing or fearless behavior while in proximity to a human

Wild Predator: A predator with wild characteristics; not tame or domesticated. A wild predator is free ranging exclusively in the wild and has an avoidance response to humans and human use areas.

PASSED, APPROVED AND ADOPTED this 21st day of May 2013.

Tom M. White, Jr., Chairman
BOARD OF SUPERVISORS
APACHE COUNTY, ARIZONA

ATTEST:

Delwin Wengert
Clerk of the Board