



NAVAJO COUNTY BOARD OF SUPERVISORS

Fern Benally • Alberto L. Peshlakai • Jason E. Whiting • Daryl Seymore • Dawnafe Whitesinger
"We are Navajo County"

NOTICE OF PUBLIC HEARING AND AGENDA

Tuesday, August 13, 2024

**NAVAJO COUNTY GOVERNMENTAL COMPLEX
BOARD OF SUPERVISORS' CHAMBERS
100 EAST CODE TALKERS DRIVE
HOLBROOK, AZ 86025**

One or more supervisors may attend telephonically

Pursuant to A.R.S. §38-431.02(H), the public body will have physical access to the meeting place one (1) hour prior to the start of the meeting. The Board may vote to meet in a closed executive session to discuss certain matters and for legal advice on any item as indicated on the following agenda, pursuant to A.R.S. § 38-431.03(A)(3). Items on the agenda may be considered out of order at the Chairperson's discretion. A copy of the agenda background material provided to the Board, except items to be considered in the executive session, is available for public inspection at the Navajo County website, www.navajocountyaz.gov

WATCH THE MEETING LIVE AT: www.navajocountyaz.gov/660

All public comments will need to be made in person or in writing. Written comments will be received by the Clerk of the Board's office twenty-four (24) hours prior to the Board meeting, at melissa.buckley@navajocountyaz.gov. If further accommodation is needed, please contact the Clerk of the Board's office, at (928) 524-4053 twenty-four (24) hours prior to the Board Meeting, so accommodation can be arranged.

Persons with disabilities who need accommodation to attend or participate in the meeting may contact the Clerk of the Board's office at least forty-eight (48) hours prior to the meeting, so accommodation can be arranged.

"NOTICE TO PARENTS AND LEGAL GUARDIANS: Parents and legal guardians have the right to consent before Navajo County makes a video or voice recording of a minor child, pursuant to A.R.S. § 1-602(A)(9). The Navajo County Board of Supervisors' regular meetings are recorded and may be viewed on Navajo County's website and social media pages. If you permit your child to attend/participate in a televised Navajo County Board of Supervisors meeting, a recording will be made, and your child's picture may be posted on Navajo County's social media pages. You may exercise your right not to consent by not allowing your child to attend/participate in the meeting."

9:00 a.m. Call To Order: Invocation and Pledge of Allegiance

1. **CONSENT AGENDA:** These items are considered to be routine or administrative in nature and will be approved in a single motion. A Board member may request for any item to be removed from the consent agenda and considered on the regular agenda:
 - a. Minutes: July 9, 2024 Regular BOS Meeting; July 16, 2024 Special BOS Meeting
 - b. Constable Reports: Winslow Precinct #2, April 2024, May/June 2024; Snowflake Precinct #3, June 2024; Kayenta Precinct #4, February 2024, April 2024, June 2024; Show Low Precinct #5, June 2024; Pinetop-Lakeside Precinct #6, June 2024
 - c. Contracts signed by County Manager pursuant to Board of Supervisors Resolution: Virta Medical P.C. Third Amendment; Sentinel Contracted Service Agreement; Chicanos Por La Causa, Inc. Revised Extension; Change Order No. 2 with Pointe Companies, Inc for the Navajo County Complex Remodel

- d. Contracts signed by County Manager pursuant to Board of Supervisors Resolution: Amendment No. 3 to eX2 Technology Contract for Design, Construction, Maintenance and Marketing of Fiber Optic Infrastructure
- e. Show Low Youth Recreation and Sports Foundation request for Anti-Racketeering Revolving Funds in the amount of \$2500.00
- f. Reissuance of Stale Dated Checks
- g. Certificate of Removal and Abatement Purging Record of Tax, Penalty and Interest on Personal Property Taxes, pursuant to A.R.S. §42-19118 and §42-18353
- h. Amendment Number 1 to the Code Enforcement Facility Contract #B23-06-014 extends the contract with JWA Architects, LLC one additional year from September 12, 2024, through September 11, 2025
- i. Contract Number B23-02-003 Concho Highway Final Design, Amendment No. 1
- j. Contract Amendment No. 1 Delivery and Application of Magnesium Chloride, Contract # B23-07-001 with Desert Mountain Corporation extends the contract one additional year (August 22, 2024, through August 21, 2025)
- k. Second Amendment to the Contract between Comapp Technologies, Combined Public Communications LLC, and Navajo County for additional investigative tools, including a comprehensive data analysis system and transcription
- l. **Adopt Resolution Number 29-2024**, canceling the election for Winslow USD #1 (3 Board members), Joseph City USD #2 (3 Board Members), Holbrook USD #3 (Wards #3, 4 and 5), Snowflake USD #5 (3 Board Members), Cedar USD #25 (5 Board Members); Blue Ridge USD #32 (3 Board Members); NATIVE (Board Members for Kayenta USD #27 and Pinon USD #4); NAVIT (Board Members for Joseph City USD #2, Holbrook USD #3, Snowflake USD #5, Heber-Overgaard USD #6, Show Low USD #10 and Whiteriver USD #20); pursuant to A.R.S. §15-424 (E)
- m. **Adopt Resolution Number 30-2024**, canceling the board member elections for the Heber/Overgaard Sanitary District, the Joseph City Sanitary District and the Pinetop Sanitary District on Nov. 5, 2024 and appointing the candidate(s) or deeming the position vacant pursuant to A.R.S. §48-2010 (A)
- n. **Adopt Resolution Number 31-2024** canceling the board member election for the Heber/Overgaard Fire District, Joseph City Fire District, Timber Mesa Fire, Clay Springs/Pinedale Fire District, McLaws Rd. Fire District, Woodruff Fire District, Sun Valley Fire District and Pinetop Fire District; and appointing the candidate(s) or deeming the position vacant pursuant to A.R.S. §48-802 (D)(4)
- o. **Adopt Resolution Number 32-2024** canceling the board member election for November 5, 2024, for the Joseph City DWID, Ponderosa DWID, Pinedale Estate DWID, Misty Mountain DWID, Heber DWID, Clay Springs DWID, Porter Creek DWID, Overgaard Townsite DWID, Wonderland Acres DWID, Three-0-Three DWID and Woodruff DWID; and appointing the candidate(s) or deeming the position vacant pursuant to A.R.S. §48-1012 (E)

- p. **Adopt Resolution Number 33-2024**, canceling the board member election on November 5, 2024, for the Navapache Hospital District; and appointing the candidate(s) or deeming the position(s) vacant pursuant to A.R.S. §48-1908 (C)
- q. Re-appointment of Paul Logan Rogers to a four-year term on the Navajo County Planning and Zoning Commission within their new Supervisor District of residency, District III
- r. Navajo County Accommodation District (NCAD) lease agreement with Navajo County Probation Department (NCPD)
- s. Approval of adding Defendants ExpressScripts, OptumRx, Albertsons, Aurolife Pharma, LLC, Indivior Inc., KVK-Tech Inc., Sun Pharmaceutical and Zydus Pharmaceuticals (USA), Inc. to Navajo County's Complaint in the multi-district opioid litigation pending in the State of Ohio
- t. Appointment of Robert Riester to the White Mountain Lakes County Recreation Improvement District Board of Directors.
- u. Sympathy Letters: Jerald Vanwinkle (Sheriff), Eric Scott (Human Resources), Carol Maxwell-Lara (County Attorney), and Briony Buchholz (WIOA)

2. **BOARD OF SUPERVISORS:**

- a. Consideration of a Proclamation, proclaiming August 14, 2024, as "Navajo Code Talkers Day"
Presented By: Supervisor Alberto Peshlakai
- b. **PUBLIC HEARING:** Consideration of a Liquor License for Rebekah Barbetta at Wild Woman Saloon and Grill located at 2381 Highway 260, Overgaard, AZ
Presented By: Leah Thomas

3. **ADMINISTRATIVE SERVICES:**

- a. Consideration and adoption of the Fiscal Year 2024-2025 Property Tax Rates for all Navajo County Taxing Districts.
Presented By: Jayson Vowell

4. **SUPERINTENDENT OF SCHOOLS:**

- a. Consideration and adoption of the Fiscal Year 2025 Tax Rates and Levies for all Navajo County School Districts.
Presented By: Jalyn Gerlich

5. **TREASURER:**

- a. Consideration and approval of the following items: Receipt of the Annual Report of Collections and Delinquencies in accordance with A.R.S. §42-18002; Settlement of Accounts; and Request for Authorization to Invest Funds Pursuant to A.R.S. §35-327(G).
Presented By: Kari Lopez

6. **PUBLIC WORKS:**

- a. Consideration and possible adoption of **Resolution Number 34-2024**, extinguishing a 30-foot public ingress and egress easement over two properties in Section 15, Township 11 North, Range 19 East of the Gila and Salt River Base and Meridian Recorded on Fee#2018-9280.
Presented By: Bryan Cook/William Flake
- b. Consideration of approval of an Intergovernmental Agreement with the State of Arizona, Department of Transportation for Redhead St; Crandell Rd-Capps Rd & Porter St; 5th Ave to 2nd Ave, sidewalk and bicycle path improvement design.
Presented By: Madhav Mundle
- c. Consideration of Task Agreement Number 36 to the Memorandum of Agreement with the Bureau of Indian Affairs Navajo Region, Fort Defiance Agency, Branch of Road Maintenance for the funding of culverts for BIA route N9806.
Presented By: Madhav Mundle
- d. **NAVAJO COUNTY FLOOD CONTROL DISTRICT:** Board of Directors Session:

1. **REGULAR AGENDA:**

- a. Consideration of approval of a Professional Services contract with JE Fuller Hydrology & Geomorphology for Navajo County ALERT System Maintenance and Improvements for 2024 in the amount of \$140,000.00.
Presented By: Julianna Davis

7. **COUNTY BUSINESS UPDATE:** Report from County Manager, County Attorney and Board members.

8. **CALL TO THE PUBLIC:** Individuals may address the Board on any relevant issue for up to 3 minutes. 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.

9. **ADJOURN**

Dated: August 8, 2024

NAVAJO COUNTY BOARD OF SUPERVISORS

Posted: 2:40 p.m. By: MWB

Melissa W. Buckley

Melissa W. Buckley - Clerk of the Board



Board of Supervisors Regular

1. a.

Meeting Date: 08/13/2024

Title: Draft Minutes

Submitted By: Leah Thomas, Deputy Clerk of the Board of Supervisors

Department: Board of Supervisors

Motion before the Board:

Minutes: July 9, 2024 Regular BOS Meeting; July 16, 2024 Special BOS Meeting

Background:

Attachments

7.9.2024 DRAFT Minutes

7.16.2024 DRAFT Minutes

Form Review

Form Started By: Leah Thomas
Final Approval Date: 07/26/2024

Started On: 07/26/2024 12:19 PM

NAVAJO COUNTY BOARD OF SUPERVISORS' MINUTES
Tuesday, July 9, 2024

Present: Fern Benally, Vice-Chair (Vitruval); Alberto Peshlakai, Supervisor District II; Jason Whiting, Chairman; Daryl Seymore, Supervisor District IV; Dawnafe Whitesinger, Supervisor District V

Staff Attendance: Bryan Layton, County Manager; Jason Moore, Deputy County Attorney; Melissa Buckley, Clerk of the Board

9:02 a.m. Call To Order: Invocation and Pledge of Allegiance was led by **Supervisor Alberto Peshlakai**.

CONSENT AGENDA:

- a. *Minutes: June 25, 2024*
- b. *Clerk of Superior Court Report: June 2024*
- c. *Justice Court Reports: Holbrook Precinct #1, Winslow Precinct #2, Snowflake Precinct #3, Kayenta Precinct #4, Show Low Precinct #5, and Pinetop-Lakeside Precinct #6 June 2024*
- d. **Resolution Number 24-2024**, designating Jayson Vowell as the Navajo County Chief Financial Officer to submit the Annual Expenditure Limitation Report for the year ended June 30, 2025
- e. *Acceptance of the assets, liabilities, and current funding ratio of the county's Public Safety Personnel Retirement System trust funds as reported from their June 30, 2023, actuarial valuation*
- f. *Reissuance of Stale Dated Checks*
- g. *Certificate of Removal and Abatement Purging Record of Tax, Penalty and Interest on Personal Property Taxes, pursuant to A.R.S. §42-19118 and §42-18353*
- h. *Arizona Criminal Justice Commission Drug, Gang, and Violent Crime Control Grant, Grant Number DC-25-008 in the amount of \$246,731.09*
- i. *Equipment ownership transfer agreement between the Navajo County Sheriff's Office and Holbrook Police Department for 20 portable radios and 20 mobile radios with accessories*
- j. *Intergovernmental Agreement between Navajo County Sheriff's Office and Sun Valley Fire District for dispatch services*
- k. *Intergovernmental Agreement between Navajo County, on behalf of the Sheriff's Office, and Northland Pioneer College, on behalf of NALETA for NCSO to transfer one (1) virtual training simulator to NALETA at no cost*
- l. *Contracts signed by the County Manager pursuant to Board of Supervisors Resolution: Second Extension of the Intergovernmental Agreement between the City of Glendale and Navajo County for law enforcement, security, and traffic management services at the State Farm Stadium; Contract with Robert Santos for Law Enforcement Services assigned to Northern Arizona Law Enforcement Training Academy (NALETA)*

- m. *Mutual Aid Agreement between the Coconino County Sheriff's Office and the Navajo County Sheriff's Office for law enforcement assistance*
- n. *Wilson & Company Starlight Pavement Reconstruction Final Design Project, Contract Amendment No. 1*
- o. *Memorandum of Understanding between the Juvenile Court Judge and the Superintendent of Schools office to provide for educational services to students placed in Juvenile Detention*
- p. *Contracts signed by County Manager pursuant to Board of Supervisors Resolution: JWA Architects, LLC - Contract Amendment No. 1 for Navajo County Pinedale Elementary Phase One Architectural Services; Painted Sky Engineering & Survey, LLC - Contract Amendment No. 1 for Snowflake-Woodruff Road & Five Mountain Roadway Design; Painted Sky Engineering & Survey, LLC - Contract Amendment No. 1 for On-Call Surveying Services; and Chicanos Por La Causa - Extension Agreement*
- q. *Revised environmental forms for the Community Development Block Grant (CDBG) for the Joseph City Pedestrian Improvements project*
- r. *Contract with NetSync for the purchase and installation of Middle Mile Electronics:*

Supervisor Seymore thanked the Sheriff's Office for their efforts on the two matching grants.

Supervisor Seymore made a motion to authorize the Chairman to sign the items in the consent agenda; motion seconded by **Supervisor Whitesinger**. Vote unanimous approving the motion.

BOARD OF SUPERVISORS:

- a. *Consideration and approval of the State of Arizona Settlement with the Kroger Co. in the amount of \$68.5 million dollars in the national multidistrict opioid litigation and authorize Jason Moore of the County Attorney's Office to sign the required participation form :*
 Jason Moore stated that this is a proposed settlement that Plaintiff's Executive Committee in the Multi-State litigation regarding the opioid crisis. He indicated that under the terms of the proposed settlement the State of Arizona would receive approximately \$68.5 million from Kroger. He further indicated that as part of the settlement, pursuant to the One Arizona Plan that the Board previously approved, Navajo County would receive approximately 1.535 percent. He stated that the Plaintiff's Executive Committee has recommended approval of the settlement. He further stated that staff recommends approval of the settlement with permission from the Board to act as the representative for preparing the necessary documents.

Supervisor Seymore made a motion to approve the State of Arizona Settlement with the Kroger Co. in the amount of \$68.5 million dollars in the national multidistrict opioid litigation and authorize Jason Moore of the County Attorney's Office to sign the required participation form, motion seconded by **Supervisor Peshlakai**. Vote unanimous approving the motion.

ADMINISTRATIVE SERVICES:

a. *Presentation on Forest Health and Watershed Protection in Navajo County:*

A presentation was shown. Rochelle Lacapa stated that Navajo County participates forest health and restoration in many ways, including Navajo County being a member of Eastern Arizona Counties Organization where **Chairman Whiting** serves as the Chair for ECO, that this year Navajo County hosted the 2024 ECO Legislative Tour that brought approximately twenty State Legislators to see firsthand some of the challenges facing Arizona's forests, that the County has been a key partner is helping to reinvigorate forest industry throughout the region, and that **Chairman Whiting** and other members of the ECO board have been advocates for policies that support the Health and Vitality of our forests. She spoke about the 2024 Legislative Tour, indicating that it allowed Legislators to see firsthand the inextricable connection between the forest health and watershed protection, noting that if we don't take care of the forests, we won't be able to take care of the surrounding watersheds which have significant implications for those that live in this area, as well as other major metro areas in the state. She stated that they were also able to see an active forest treatment site and heard from forest representative's and timber industry experts on the impacts of forest health and restoration in the region. She indicated that forest treatment and restoration efforts in Northeastern Arizona have been driven by ECO through the leadership of Supervisors from Navajo, Apache, Graham, Greenley and Cochise Counties. She stated that the number of acres treated have nearly doubled from 8,000 to approximately 16,000 acres annually and that there are ongoing challenges to forest treatment and restoration around the issue of biomass, indicating that forest treatment isn't just harvesting but also dealing with the residual or byproduct, the biomass that's left behind. She noted that for every acre of timber logged there is seventeen tons of biomass produce left untreated, which becomes a potential hazard for fueling wildfires and that there needs to be a long-term sustainable solution to treat biomass on a landscape scale. She indicated that biomass is put into slash piles and burned, but that this creates a lot more pollutants and reduces air quality, but that the ongoing solution for Northeastern Arizona is the biomass energy. She stated that the treatment of forest biomass is handled locally through Novo Power, indicating that the partnerships are critical, not only for forest health and restoration but for the biomass issues. She indicated that through ongoing partnerships between public and private sectors, ECO has been part of finding a sustainable way of dealing with logging byproduct by turning it into energy. She stated that Novo Power is the sole power plant in Arizona currently capable of disposing responsibly of logging slash residue at landscape scale, noting that is currently enables the restoration of 15,000 acres annually in the White Mountains. She spoke about the amended purchase power agreement between Novo Power, APS and SRP, indicating that without the adjustment Novo Power would've had to consider closing their doors, with would have left Northeastern Arizona without a way to dispose of its biomass. She thanked the partners that were present, including Buchanan Davis with SRP, Brad Worsley with

Novo Power, Pascal Berlioux with Eastern Arizona Counties Organization, as well as the partners from APS and the US Forest Service.

Supervisor Whitesinger shared her appreciation to **Chairman Whiting** for his efforts, indicating that she knows many of the partners are grateful for his leadership, being part of the community and leading the discussions not only in our region but across the state. She stated that it is an important discussion when looking at our forests and how we partner with local community members. She thanked everyone who has participated in the conversations.

Supervisor Seymore shared his appreciation to **Chairman Whiting** for partnering and working on this. He indicated that a big key was bringing people to the area from the, including the State Legislators, where they could see what is going on in the forests and how important it is to water conservation going forward. He shared his appreciation to the partners and the help that they have provided. He stated that Novo Power is big in the community, that they've been supportive for many years, and that it's one of the key things that makes a big difference, as well as SRP and USDA. He thanked Ms. Lacapa for the presentation.

Chairman Whiting thanked all those who have had involvement in the efforts from Navajo County, including Catrina Jenkins and her team who partner around the region to make sure that everyone is on the same page and working through the issues, the Board of Supervisors for the support and trust, as well as the partners, including Buchanan Davis with SRP, APS for being a good partner and being in the conversation, Pascal Berlioux on his job as Executive Director for ECO, and Brad Worsley for representing the industries and advocating for what's happening with forestry. He stated that he is impressed with where this has moved to over the years and that we should be proud of our whole region. He spoke about the White Mountain Stewardship Contract, indicating that they were doing approximately 8,000 acres a year and that it was heavily subsidized by the Federal Government, but that they subsidies are no long there and that industry is still functioning. He talked about the Natural Resources Working Group meetings and the conversations and collaborations that are being made, indicating that solutions are being found and they are able to find ways forward. He stated that is doesn't always happen with ease, but because of the commitment of the region it's been something that has worked well because everyone is willing to work together. He thanked everyone involved for extending trust and trying to find ways to work forward.

b. *Presentation and update on Capital Projects:*

A presentation was shown. Grants Evans indicated that the updates on four of the projects, including the Pinedale Elementary School Restoration, the Code Enforcement Facility project, the Complex Rehabilitation project and the Broadband project. He stated for the Pinedale Elementary School Restoration that it is a grant funded project that the County was awarded through the Arizona State Parks, that this is a historically significant building in the community, that it's registered on the National Registrar of Historic Buildings and that the County owns the building but that the communities use the facility for many of their gatherings and functions. He stated that there have been some water

intrusions, leaking and water damage, so the goal is to repair those and make the restorations to prolong the life of the building. He further stated that it is a two phase project and with this phase they will replace the roofing and repair structural elements of the roof that have deteriorated and rotted due to water damage; remove some contemporary porches that have been added to the building which will restore it back to more of its historic nature; do some grading and drainage improvements around the perimeter of the of the building where water is penetrating the building, and replace some concrete sidewalks and ADA accessible paths. He stated that once this phase is done the County will apply for the same grant funding for phase two, which would include redoing all the stucco on the building and replacing the windows to seal up the structure. He talked about the timeline for the bids, indicating that they anticipate completion of the project around early November. He spoke about the Code Enforce Facility project, noting that it is an ARPA funded project. He stated that the project design is essentially complete and that they have started working on the bid documents. He further stated that the design team is completing some last-minute details due to a couple of small changes that were made after working with the Sheriff's Office and the Medical Examiner's Office/Health Department to build in some future functionality in the building. He spoke about the minor changes that they are making. He indicated that this is an ARPA funded project, that they have to have the fund obligated by the end of this calendar year, that they are preparing to bid by the end of the month then come back before the Board with a contract for consideration by the middle of September and kicking off construction the second half of September. Mr. Evans spoke about the Complex Rehabilitation project, noting that this is also an ARPA funded project with some general funds. He stated that it is progressing nicely, that it started in late March and that it was split into two phases to allow operations to keep going. He stated that they have completed four restrooms, the new employee breakroom space that is connected to the kitchen area and two of the new safety and security areas with badge access. He stated that the project has progressed to the other side of the building now and that they anticipate having it completed by the early part of October. He talked about the Broadband project, indicating that they started construction on April 18, 2024, and did the groundbreaking for the project on April 23, 2024. He talked about the areas that have been completed and the areas that they are currently working, noting that approximately 11.5 miles have been completed. He spoke about the permits that they have received and the ones that they are working on getting. He stated that the when the project started in April the contractor had one crew with two men and that they now have three crews working, indicating that as more permits come in, they will continue to scale up. He stated that they received their first reimbursement from the Arizona Commerce Authority at the end of June for the project, which was significant and that it's their understanding that they are the only grant recipients to receive a reimbursement to date. He provided an update on the Clay Springs Community Center project for a roof replacement, noting that this is one of three of the CDBG projects. He stated that the project went out to bid last week and that bids will be opened July 31, 2024.

Supervisor Peshlakai inquired as to the potential for broadband infrastructure grants for the City of Winslow due to not being able to tie them in with the current project.

Mr. Evans stated that they are staying in contact with APS, that they still want to bring solutions forward, that they have not found a cost-effective solution, but that there are possibly other options. He indicated that they are still weighing options, whether it be through the APS project from Flagstaff to Winslow or a microwave connection.

Supervisor Seymore shared his appreciation for the work being done, indicating that he knows it takes a lot of effort to get the permits and right of ways approved but that they are setting records for getting things done.

Supervisor Whitesinger inquired when was the last time updates were made to this building.

Bryan Layton stated that it has been a long time. He talked about the damage to the sewer lines and repairs that are being made to them along with the other updates. He stated that these are all necessary to preserve the life of the building and ensure that we continue to provide services here for a long time. He thanked Mr. Evans and Brett Starns who are working daily to check the projects and work with the contractors to make sure the work is done appropriately and that it's accomplishing everything that they have set out to do.

Supervisor Whitesinger stated that we are investing in our building and indicated that it is important to help the public understand that it is an investment and that it's not just cosmetic. She shared her appreciation in the efforts of ensuring that everything is being done in a timely manner and that the funds are being used effectively and efficiently.

Chairman Whiting stated that it's great to see of the work being done and the partnerships that are happening throughout all of the different communities. He stated that they are supporting where it's appropriate and where they can.

- c. ***PUBLIC HEARING: TRUTH IN TAXATION*** pursuant to A.R.S. §42-17104 (primary) and §48-254 (secondary): Consideration and possible approval of property tax levy with no change to property tax rates from the prior year :

A presentation was shown. Jayson Vowell stated that the Truth in Taxation Hearing is required by statute and that four notices were published in the paper to provide notice to residents of the intent to keep the property tax rate the same. He stated that they are recommending that the property tax rates remain the same for the primary county property tax rate for the Flood Control District, the Public Health Services District and the Library District. He indicated that the County primary tax is a tax that goes directly to the general fund and that the Flood Control, Public Health and Library Districts are considered secondary taxes that go directly to those districts to be used to fund specific activities in those districts. He stated that there has been no change for 2024 and 2025 and that the rate has been 0.8114 both years. He further stated that the maximum allowable levy for 2024 was 8.5 million, that for 2025 it raised to approximately 9 million and that the levee will be approximately 8.4

million. He stated that it is an increase of about 538,000, that 275,000 is due to new construction, so the additional collections amount, by keeping the tax rate flat works out to approximately \$263,000 spread throughout all property tax owners in the county. He reviewed the historical rates for the past ten years, indicating that with the exception of 2018 Navajo County has been historically below the allowable levy that they are allowed to assess. He stated that Navajo County has the third lowest property tax rate in 2024 and that in 2023 we were the fourth lowest. He indicated that we continue to have one of the lower property tax rates and that they expect to continue that trend for 2025 while keeping the rate the same. He spoke about the secondary tax rates for the Flood Control, Health and Library Districts, indicating that there has been no change in those rates from 2024 to 2025. He spoke about the collection process, indicating that the County is required to do all the assessments and the collections for all the taxing districts throughout the County. He talked about where the monies go for the taxes and provided an example scenario. He stated that they feel that this is a reasonable increase to the property tax owners.

Chairman Whiting opened the meeting for public comments. There being no comments, the Public Hearing was closed.

Chairman Whiting clarified that the rate is same from the county, but that the valuation of homes has gone up, due to the market, which is the reason for the increase that is being assessed.

Mr. Vowell talked about the valuation of property, noting that there are max limits that are allowed.

Supervisor Whitesinger made a motion to approve property tax levy with no change to property tax rates from the prior year, motion seconded by **Supervisor Seymore**. Melissa Buckley polled the Board. Each Board member voted in favor of the motion.

Supervisor Peshlakai made a motion to enter into a Special Meeting of the Board of Supervisors, motion seconded by **Supervisor Whitesinger**. Vote unanimous approving the motion.

- d. **PUBLIC HEARING:** *Convene a Special Meeting of the Navajo County Board of Supervisors: **FINAL 2024-25 BUDGET PURSUANT TO A.R.S. §42-17104: Consideration and possible adoption of Resolution Number 25-2024, approving the proposed final budget for fiscal year 2024-25 for Navajo County:***

A presentation was shown. Jayson Vowell noted that last month they had the preliminary budget presentation and spoke about the budget foundation, starting with a balanced budget, recurring revenues and recurring expenditures, one time expenditures with one time funding; the financial reserve to ensure there are funds for any kinds of issues so that services can be maintained and residents don't see any interruptions to services; and operations which allows the departments to deliver their services to the residents. He stated that the ultimate goal is to be able to enhance the quality of life of our residents, to be able to provide those

services that meet that goal of enhancing the quality of life they have in Navajo County. He provided highlights of the budget, including no change to the property tax rate, maintaining county services, the compensation plan for employees to be able to remain competitive in the labor market, and to continue the investments in the regional projects. He stated that the general fund is a \$65 million operating budget and spoke about how it is allocated to the different departments. He indicated that the special revenue funds are approximately \$144.9 million and talked about how that fund is allocated. He reviewed the allocations for the capital project funds. He spoke about the debt services fund, indicating that there are two bond issues outstanding for the County that are associated with PSPRS and the remaining debt the county had for the jail and Public Works building. He noted that with both of those refinances it will save the county money. He stated that the total budget for the County is 255 million. He stated that Staff is recommending that the Board adoption the Fiscal Year 2025 budget.

Chairman Whiting opened the meeting for public comments. There being no comments, the Public Hearing was closed.

Supervisor Whitesinger thanked everyone involved in helping to have a balanced budget. She stated that this is the cornerstone of our operations and in ensuring that we have appropriate funds to be able to provide services that are mandated while providing quality services to improve the quality of life within the communities. She indicated that she is grateful to all the departments for paying attention to the budget and educating the Board on what is needed to provide the best services within their department. She spoke of the challenges the County has faced in previous years, indicating that we are not in a position to make those hard decisions at this time. She stated that this is a collective team effort and thanked all who participated in the conversations.

Chairman Whiting shared his appreciation to the team and the Board for getting to a balanced budget. He spoke about the increased cost and how it has been devastating for many businesses. He talked about how they are protecting the citizens by not increasing the tax rate, while taking into consideration the hyperinflation and also being able to take care of the employees that are working for the Navajo County. He shared his appreciation to the Board and all of the Departments for working collaboratively to find productive solutions.

Supervisor Seymore made a motion to adopt **Resolution Number 25-2024**, approving the proposed final budget for fiscal year 2024-25 for Navajo County, motion seconded by **Supervisor Whitesinger**. Vote unanimous approving the motion.

Supervisor Whitesinger made a motion to enter into the Navajo County Public Health Services District, Navajo County Library District, Navajo County Flood Control District including LCR Flood Control Zone, White Mountain Lakes County Recreation Improvement District, Silver Creek County Road Improvement District, Victory Heights Road Maintenance District, Porter Mountain Domestic Water Improvement District,

Fawnbrook Domestic Water Improvement District, Joseph City Street Lighting Improvement District, Navajo County Jail District, Timberland Acres Special Road District, White Mountain Lakes #2 Special Road District, and Silver Creek Flood Protection District, motion seconded by **Supervisor Peshlakai**. Vote unanimous approving the motion.

e. ***Board of Directors Sessions for consideration and possible adoption of the Final Fiscal Year 2024-25 Budgets:***

1. *Navajo County Public Health Services District*
2. *Navajo County Library District*
3. *Navajo County Flood Control District including LCR Flood Control Zone*
4. *White Mountain Lakes County Recreation Improvement District*
5. *Silver Creek County Road Improvement District*
6. *Victory Heights Road Maintenance District*
7. *Porter Mountain Domestic Water Improvement District*
8. *Fawnbrook Domestic Water Improvement District*
9. *Joseph City Street Lighting Improvement District*
10. *Navajo County Jail District*
11. *Timberland Acres Special Road District*
12. *White Mountain Lakes #2 Special Road District*
13. *Silver Creek Flood Protection District.*

Jayson Vowell stated that the Board of Supervisors acts as the Supervisors in approving authority for the Special Districts budgets. He indicated that they are inclusive in the County budget documents but since they are separate entities they need separate approval for each of their districts. He stated that staff request approval of the budget for each district.

Supervisor Whitesinger made a motion to adopt the adoption of the Final Fiscal Year 2024-25 Budgets of the Navajo County Public Health Services District, Navajo County Library District, Navajo County Flood Control District including LCR Flood Control Zone, White Mountain Lakes County Recreation Improvement District, Silver Creek County Road Improvement District, Victory Heights Road Maintenance District, Porter Mountain Domestic Water Improvement District, Fawnbrook Domestic Water Improvement District, Joseph City Street Lighting Improvement District, Navajo County Jail District, Timberland Acres Special Road District, White Mountain Lakes #2 Special Road District, and Silver Creek Flood Protection District, motion seconded by **Supervisor Benally**. Vote unanimous approving the motion.

Supervisor Seymore made a motion to return to regular session, motion seconded by **Supervisor Peshlakai**. Vote unanimous approving the motion.

Supervisor Whitesinger made a motion to enter into the Navajo County Public Health Services District Board of Directors Session, motion seconded by **Supervisor Peshlakai**. Vote unanimous approving the motion.

CONSENT AGENDA:

1. *Memorandum of Understanding between the Arizona Department of Health Service Laboratory and Navajo County Public Health Services District to provide laboratory services to Navajo County for environmental, food, and /or clinical sample analysis at no charge*
2. *Intergovernmental Agreement, Amendment No. 4, Contract No. CTR055216 for the Public Health Emergency Preparedness (PHEP) budget period 1 in the amount of \$229,907 issued by the Arizona Department of Health Services*
3. *Memorandum of Understanding between the Food and Drug Administration and Navajo County Public Health Services District to enter into a confidentiality agreement at no charge :*
Supervisor Seymore made a motion to authorize the Chairman to sign the items in the consent agenda; motion seconded by **Supervisor Whitesinger**. Vote unanimous approving the motion.

REGULAR AGENDA:

1. *Consideration of the SaaS Services Agreement between Navajo County and Genasys Inc. for the use of Genasys EVAC:*
Catrina Jenkins stated that this is a tool that they will incorporate into their emergency planning to help with evacuations, as well as for planned events such as helping law enforcement agencies, road closures, and parades. She indicated that it can also be used for all kinds of different disasters, such as wildfires and floods. She stated that there are multiple counties already using this tool with success. She talked about the updates made to incorporate the color scheme for Ready, Set, Go. She stated that this is one of the key components that came up in a recent tabletop.

Supervisor Whitesinger thanked Ms. Jenkins for her efforts. She stated that this is an important component for conversations and collaborations that happen within the communities. She indicated that the communities look for information on what is happening and how to proceed and that this tool will allow for communities members to have that direct communication, as well as relieve a lot of the miscommunication.

Supervisor Whitesinger made a motion to approve the SaaS Services Agreement between Navajo County and Genasys Inc. for the use of Genasys EVAC, motion seconded by **Supervisor Peshlakai**. Vote unanimous approving the motion.

2. *Update of the 2024 Wilfire Season and consideration of the change in the level of Fire Restrictions:*

Catrina Jenkins spoke about the White Mountain Fire Coordination Group meeting and indicated that due to an increase in humidity and the increase in corrected conditions the group voted to lift all restrictions throughout the region, including both Apache and Navajo Counties as well as the municipalities with that region and the Apache Sitgreaves Forest, BLM and BIA. She stated that currently we are no longer in restrictions, but that we are not out of the danger when it comes to wildfires. She encouraged constant vigilance and support of efforts being made to prevent wildfires. She talked about the Fire Prevention Education Team that helped and supported messaging throughout the region and was instrumental in getting out into the public. She talked about the Annual Firewise Block Party, that will be held July 13, 2024, at Blue Ridge Elementary School, indicating that everyone is welcome to attend.

Supervisor Whitesinger made a motion to approve the change in the level of Fire Restrictions, motion seconded by **Supervisor Seymore**. Vote unanimous approving the motion.

3. *Consideration and possible adoption of **Resolution Number 26-24** adopting the 2024 Navajo County Multi-Jurisdiction Hazard Mitigation Plan:*

Catrina Jenkins stated that every five years they are required to update, review and approve the hazard mitigation plan. She indicated that this is multi-jurisdictional so all of the municipalities within Navajo County support and participate in the plan. She stated that currently they just finished the draft, that it has been submitted to DEMA, who will be reviewing it in conjunction with FEMA and that once they get it back and adopted by all jurisdictions they will be in compliance. She stated that she doesn't anticipate any changes and that she sees nothing but success in the plan.

Supervisor Seymore shared his appreciation for the work done on this. He stated that he knows this is tied to some grants and that it's necessary that it get approved quickly.

Supervisor Whitesinger made a motion to adopt **Resolution Number 26-24** adopting the 2024 Navajo County Multi-Jurisdiction Hazard Mitigation Plan, motion seconded by **Supervisor Seymore**. Vote unanimous approving the motion.

Supervisor Peshlakai made a motion to return to regular session, motion seconded by **Supervisor Whitesinger**. Vote unanimous approving the motion.

PUBLIC WORKS:

- a. *Consideration of award of Contract Number B24-04-030 for Bourdon Ranch Road-Millet Swale Drainage Improvements to McCauley Construction and Trucking, LLC, and to authorize change order authority to the Public Works Director for 10% of the contract amount, and authorize the Public Works Director to execute the necessary documents :*
William Flake stated that this project consists of installation of a double barrel aluminum box culvert as well as the addition of three twenty-eight inch by twenty inch arch pipes and a cattle guard installation. He spoke about the bidding process, indicating that only one bid was received, that the bid was examined and found to be acceptable. He requested the approval of the contract to McCauley Construction and Trucking, LLC, with change authority to the Public Works Director for ten percent of the contract amount.

Chairman Whiting thanked Mr. Flake and his team for the work done on this, indicating that it is an important priority to the citizens that live in that area.

Supervisor Seymore made a motion to approve Contract Number B24-04-030 for Bourdon Ranch Road-Millet Swale Drainage Improvements to McCauley Construction and Trucking, LLC, and to authorize change order authority to the Public Works Director for 10% of the contract amount and authorize the Public Works Director to execute the necessary documents, motion seconded by **Supervisor Whitesinger**. Vote unanimous approving the motion.

Supervisor Peshlakai made a motion to enter into the Navajo County Flood Control District Board of Directors Session, motion seconded by **Supervisor Whitesinger**. Vote unanimous approving the motion.

- b. **NAVAJO COUNTY FLOOD CONTROL DISTRICT:** Board of Directors Session:

CONSENT AGENDA:

- a. *JE Fuller Hydrology & Geomorphology, Inc. Silver Creek Flood ALERT, Contract Amendment No. 1 :*
Supervisor Whitesinger made a motion to authorize the Chairman to sign the items in the consent agenda; motion seconded by **Supervisor Peshlakai**. Vote unanimous approving the motion.

REGULAR AGENDA:

- a. *Consideration of a Professional Services Agreement with Painted Sky Engineering & Survey, LLC for the Buckskin Wash Floodplain Delineation Study :*

William Flake stated that the area for this study is in Heber, AZ, that it is in an existing FEMA mapped floodplain and floodway that is incorrectly mapped. He indicated that they feel it is important to get corrected, and that without the correction it doesn't portray where the potential flood hazards could be. He stated that they worked with Painted Sky Engineering and Survey, that they have given them a proposal and that staff recommends approval.

Supervisor Seymore made a motion to approve a Professional Services Agreement with Painted Sky Engineering & Survey, LLC for the Buckskin Wash Floodplain Delineation Study, motion seconded by **Supervisor Peshlakai**. Vote unanimous approving the motion.

Supervisor Whitesinger made a motion to return to regular session, motion seconded by **Supervisor Peshlakai**. Vote unanimous approving the motion.

COUNTY BUSINESS UPDATE: *Report from County Manager, County Attorney and Board members :*

Supervisor Seymore stated that he hopes everyone had a great 4th of July as we pondered our nation and the great liberties and freedoms we enjoy. He spoke of individuals that he had talked to that had been out of country and noting it was interesting how happy they were to be back in the United State and for the freedoms that we enjoy. He indicated that he has been reading about the constitution and indicated that someone said the constitution not only protects American rights but also creates a governmental structure that can only work when majorities and minorities act together through negotiation, compromise, and conciliation. He stated that today they have heard many examples of compromising to find a way forward. He indicated that he believes that is the reason Navajo County has been successful, thriving and continuing to grow. He stated that he is grateful for the liberties and freedoms that we have and that we should not take our freedoms for granted.

Supervisor Whitesinger reported on attending the Northeast Rural Arizona Community Town Hall on Voting and Elections in Arizona and talked about the conversation that was held regarding an effective democracy and valuing one another through our differences.

Vice-Chair Benally reported on attending the Elections L & A test, indicating that she has no doubts about the ballot tabulators. She shared her appreciation to the State Elections Director for coming to Navajo County for the testing.

CALL TO THE PUBLIC:

Chairman Whiting read the opening statement for Call to the Public.

Liz Olmstead, Show Low, stated that previously she spoke about some provisional ballots that had not been counted, indicating that she got some declarations from the voters, and she read them to the Board. She requested that the poll pads not be used and that they go back to paper ballots. She stated that they need to go back to the books where the addresses can't be manipulated. She indicated that the individuals she spoke with are still very upset over the issues they had and their votes not counting.

Donna Shurwin, Pinetop, spoke about working in the polls in 2022 at the Game and Fish Department and the issues she observed with express vote machines, that print all ballot styles for the entire county, including the machines being left on overnight after being set up and the room at the location not being secure. She inquired how the elections are safe with these types of issues. She stated that there is no compromise. She stated that the chain of command is not there for the drop boxes. She indicated that they need to go back to books for voter registration. She indicated that there used to be seventy precincts and that now that are only fifteen.

Kelly Meixler, stated that she has sent enough evidence, by certified mail, that the Sheriff should have been asked to start an investigation. She talked about updates that are needed for the machines, as requested by the EAC, that have not been done, indicating that she is providing documentation for the information. She stated that she hopes the Board will decide that Navajo County is not in compliance with ARS 16-422(b), and that they remedy it immediately with a vote to do a hand count of the paper ballots in the precincts the day of elections. She indicated that they need to return to the statutes and not use the elections manual. She talked about the laws governing elections that need to be followed. She stated that they need to restore trust in transparent elections. She indicated that they need to end the voter rolls system through third party companies. She stated that the Board needs to review the information on the EAC certification and requested that it be put to a vote at the next Board Meeting and indicated if it's not she will write a written mandamus asking for a court order to make them follow the law.

Carole Owens, Shumway, thanked the Board for all that they have done and continue to do for the county. She shared her appreciation to them for working together and keeping the county running and improving. She thanked the Elections officials for keeping the elections the best and safest around, noting that it is a thankless job. She stated that she is proud to work with the elections office, indicating that she has worked in a polling place for three decades, that she has been the inspector for several years and that she takes offense from those saying that our elections are not ran properly. She indicated that she feels that the Board deserves praise for all that they do, that she feels change is not needed, and that Navajo County is in capable hands with the current Board.

ADJOURN: 10:45 a.m. meeting adjourned.

APPROVED:

DATED: August 13, 2024

**Jason Whiting, Chairman
Navajo County Board of Supervisors**

ATTEST:

**Melissa W. Buckley, Clerk
Navajo County Board of Supervisors**

DRAFT

NAVAJO COUNTY BOARD OF SUPERVISORS' MINUTES
Tuesday, July 16, 2024

Present: Fern Benally, Vice-Chair; Alberto Peshlakai, Supervisor District II; Daryl Seymore, Supervisor District IV; Dawnafe Whitesinger, Supervisor District V

Absent: Jason Whiting, Chairman

Staff Bryan Layton, County Manager; Jason Moore, Deputy County Attorney;
Attendance: Melissa Buckley, Clerk of the Board

9:01 a.m. Call To Order: Meeting was called to order by Vice-Chair Benally.

CONSENT AGENDA:

- a. *Amendment No. 1 extending the Legal Services for Dependency Cases for Public Defenders Office Contract B23-03-029 with Belt Law Firm for two additional months (6/12/2024 through 8/11/2024)*
- b. *Amendment No. 1 extending the Legal Services for Delinquency Cases for Public Defenders Office Contract B23-04-001 with Belt Law Firm (6/12/2024 through 8/11/2024) and The Brewer Law Office (6/13/2024 through 8/11/2024) for two additional months:*
Supervisor Seymore made a motion to authorize the Chairman to sign the items in the consent agenda; motion seconded by **Supervisor Peshlakai**. Motion passed 4-0, with **Chairman Whiting** being absent.

PUBLIC WORKS:

- a. ***PUBLIC HEARING:** *Consideration and possible adoption of Resolution Number 27-2024 granting the sale of abandoned right-of-way and authorization of the Chair to sign the warranty deed:*
Bryan Cook stated that this is for sale of property is associated with an Abandonment 23-02 that was approved in January 2024 and is located within Scotts Pine Meadows #2 Subdivision. He stated that it will be completed with an applied amendment that is forthcoming, and that all of the tasks that were stipulations set forth in the previous resolution will have been completed. He stated that the property owner, adjacent to the abandonment, and applicant were contacted by mail, and that they directly contacted the previous property owner, who expressed that they have no interest in property. He indicated that the applicant proceeded to complete the required items, at no cost to the County, that notice was given to the public as required by statute, with it being posted on Friday, May 17, 2024, allowing for sixty-day notice prior to this meeting. He stated that they did not receive any comments at the time of submitting the agenda item, but that on July 15, 2024, they became aware of a property that sold on July 2, 2024, when the current property owner expressed his opinion that the abandonment should not go forward.

Vice-Chair Benally opened the meeting for public comments. Leonard Thompson (appearing virtually) stated that he thought the property was already abandoned. Mr. Cook stated that the abandonment was approved in January 2024, and that this is for the sale of the property. There being no additional comments, the public hearing was closed.

Supervisor Seymore inquired if when the abandonment was done, if it was asked whether or not the easement or prescribed road was that was platted was being used or if the person had any interest in purchasing it. Mr. Cook stated that when they did the abandonment, they communicated with the current property owner at the time and that he expressed no interest in the property.

Supervisor Seymore stated that when he looks at the map, he can see that he has been using the property. He inquired from the County Attorney, if someone is using the property, did they have the right to abandon it. Jason Moore stated that if it was properly noticed and there was a Board of Supervisors Meeting where abandonment was considered, the public and the individual using it had an opportunity to address it with the Board and because it did not happen, he does not see anything wrong with the Board's previous action and that procedurally it is fine.

Supervisor Seymore indicated that the abandonment is approximately .13 acres and that the total property will now be .3 acres. He spoke about the fair market value and the amount of property that they will gain, indicating that this is a good bargain. He disclosed that he had a conversation with the applicant. He inquired of the applicant what their intentions are for the property if the sale goes through.

The Applicant stated that they will be building a four plex.

Supervisor Seymore inquired if there are any other multifamily dwellings in the area.

The Applicant indicated that there are.

Supervisor Seymore made a motion to adopt Resolution Number 27-2024 granting the sale of abandoned right-of-way and authorization of the Chair to sign the warranty deed, motion seconded by **Supervisor Whitesinger**. Motion passed 4-0, with **Chairman Whiting** being absent.

- b. ***PUBLIC HEARING:** Consideration and possible adoption of **Resolution Number 28-2024**, approving/denying a Final Plat Amendment to allow a portion of abandoned right-of-way to be combined into Assessor's Parcel Number 212-10-104 in the Scott's Pine Meadows #2 Subdivision :
- A presentation was shown. Tyler Richards stated that this is final plat amendment, that it is a condition of the original abandonment, that it is necessary due to being a condition of the abandonment, and that changing a Right-of-Way in a subdivision also requires a plat amendment. He stated that this would combine the 0.13 acres of conditionally abandoned Right-of-Way into a 0.26-acre parcel. He stated that the portion of the Right-of-Way was included for connectivity to future development, but that due to how the development was built the connection is no longer possible or necessary. He spoke about the location of the property and the site plan. He stated that Staff recommends approval, subject to the sale being

approved.

Vice-Chair Benally opened the meeting for public comments. There being no comments, the public hearing was closed.

Supervisor Seymore stated that currently Lot 214A and Lot 215 have a public utility irrigation and drainage on the back and that he doesn't see that the drainage easement would run across the portion that would be abandoned. He inquired if the easement should run against the back of portion as well.

Mr. Richards indicated that it should. He indicated that it would have to be amended and added on to the back end.

Supervisor Seymore made a motion to adopt Resolution Number 28-2024, approving a Final Plat Amendment to allow a portion of abandoned right-of-way to be combined into Assessor's Parcel Number 212-10-104 in the Scott's Pine Meadows #2 Subdivision, with the amendment of the easement that was left off be put on the plat before it's finalized.

The property owner stated that it was his understanding that it was a utility easement and indicated that he didn't realize that there was drainage that needed to be done to the easement.

A discussion was held regarding the utility and drainage easement.

The property owner indicated that he is fine with the amendment of the easement.

Motion seconded by **Supervisor Whitesinger**.

Supervisor Seymore spoke about the concerns that the new property owner has, indicating that he should have known from the intent of purchasing the property, especially since it has gone to public hearings before. He stated that the original owner knew of the hearing and knew what situation that they were going through and if the information was not conveyed to the property owner that it would be between him and the person that sold him the property.

Motion passed 4-0, with **Chairman Whiting** being absent.

ADJOURN: 9:23 a.m. meeting adjourned.

APPROVED:

DATED: August 13, 2024

Jason Whiting, Chairman
Navajo County Board of Supervisors

ATTEST:

**Melissa W. Buckley, Clerk
Navajo County Board of Supervisors**

DRAFT



Board of Supervisors Regular

1. c.

Meeting Date: 08/13/2024

Title: Virta Medical Contract Amendment/Sentinel Contract/Chicanos Por La Causa, Inc/NC Complex Remodel Contract Amendment

Submitted By: Leah Thomas, Deputy Clerk of the Board of Supervisors

Department: Administrative Services

Motion before the Board:

Contracts signed by County Manager pursuant to Board of Supervisors Resolution: Virta Medical P.C. Third Amendment; Sentinel Contracted Service Agreement; Chicanos Por La Causa, Inc. Revised Extension; Change Order No. 2 with Pointe Companies, Inc for the Navajo County Complex Remodel

Background:

Virta Medical: Statement of Work Amendment

Sentinel: Agreement for annual maintenance on our networking equipment

Chicanos Por La Causa, Inc. - Revised Letter of Extension

Complex Remodel Contract Amendment: Change Order No. 2 will enhance the project by further standardizing the paper towel dispensers installed on this project with those which the county is already using county-wide

Fiscal Impact

Fiscal Year: FY25

Budgeted Y/N: Y

Amount Requested: 0

Fiscal Impact:

Complex Remodel Contract Amendment: The funds needed for this change order (\$8,046) will come from the contingency funds that were budgeted when the contract was awarded.

Attachments

Amendment to MSA & SOW

Sentinel

Chicanos Por La Causa Extension Revised

Complex Remodel Change Order

Form Review

Inbox

Clerk of the Board

Form Started By: Leah Thomas

Final Approval Date: 07/30/2024

Reviewed By

Melissa Buckley

Date

07/30/2024 10:56 AM

Started On: 07/19/2024 10:28 AM

**NAVAJO COUNTY - VIRTA MEDICAL P.C.
Third AMENDMENT**

This Third Amendment, is entered into and effective as of January 1, 2025, by and between **Virta Medical P.C.**, a California Professional Corporation (“**Virta**” or “**Company**”), and Navajo County, on behalf of itself and its affiliates, (collectively, “**Customer**” or “**Navajo County**”). *Customer and Virta shall each be referred to individually as a “Party” and collectively as the “Parties”.*

WHEREAS, Customer and Virta entered into that certain Provider Services Agreement (“the **PSA**”, and as amended), effective October 27, 2020, and that certain Statement of Work (“**SOW No. 1**”, and as amended), effective as of December 1, 2020, which SOW No. 1 was entered into pursuant to the PSA.

WHEREAS, the Parties now mutually desire to update certain terms and conditions.

NOW THEREFORE, for good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Authority to Enter into Agreement. Each Party represents and warrants that (i) it has all requisite corporate power and authority to enter, and perform pursuant to this Third Amendment; (ii) the execution, delivery and performance of this Third Amendment and the consummation of the transactions contemplated hereby have been duly and properly authorized by all requisite corporate action on its part; and (iii) this Third Amendment has been duly executed and delivered by such Party.

2. Amendment.

a. The paragraph under Article IX, Section (e) Enrollment Date of SOW No. 1 shall be replaced with the following:

The initial claim/invoice (“Initial Invoice”) will be generated at or about the “Enrollment Date”, defined as the date upon which a patient has met coverage eligibility and engaged in any service provided by Virta in offering its care plan to Covered Persons, including lab collection, clinical intake, provider visit, medical approval, counseling, or other value-add by Virta (each, an “Episode of Care”). All subsequent claims/invoices will be generated for reimbursement on a monthly recurring cycle on the monthly anniversary of the Enrollment Date or the date closest to the monthly anniversary when such a date does not fall in a month (e.g., when the Enrollment Date is the 31st of the month, for all months with less than 31 days, the monthly anniversary of the Enrollment Date would be the last day of the month). For each month the Services are provided, a claim/invoice will be generated for that month. In the event of patient withdrawal or discharge, Virta will stop submitting claims/invoices for such patient in the billing period following the date of withdrawal or discharge (the “Release Date”). The Enrollment Date will serve as the patient’s anniversary date for each additional year the Services are provided to that patient. Customer agrees that fees unable to be billed or collected via claims billing will be billed by direct invoice to Customer, due and payable.

b. Exhibit A, Pricing Exhibit of SOW No. 1 shall be amended to insert the following:

The dollar amounts indicated shall be increased by 3% on an annualized basis each calendar year over the term of this Agreement. Any fee changes shall coincide with a January 1 effective date, and be applicable to all members. Should a member disenroll, Virta will bill charges for such member equal to the per-patient per-month fees for the period between Enrollment Date and patient’s discharge date. For the avoidance of doubt, the per-patient per-month pricing for each product based on calendar year is below for illustrative purposes:

<u>For Patients with Type 2 Diabetes</u>	<u>For Patients Identified as Prediabetic or BMI 25+</u>
<u>2024</u> : First twelve (12) months: \$234.00/month *Month 13+: \$199.00/month	<u>2024</u> : \$149.00/month
<u>2025</u> : First twelve (12) months: \$241.02/month *Month 13+: \$204.97/month	<u>2025</u> : \$153.47/month
<u>2026</u> : First twelve (12) months: \$248.25/month *Month 13+: \$211.12/month	<u>2026</u> : \$158.07/month

3. Conflict/Other Terms Unchanged. In the event of a conflict between the terms of this Third Amendment and the SOW No. 1, the terms of this Third Amendment shall control. Except as expressly amended or noted herein, all other terms and conditions as set forth in the Agreement shall remain unchanged. The Agreement as amended by this Third

Amendment, shall remain and continue in full force and effect, and shall continue to be binding on the Parties hereto.


IN WITNESS WHEREOF, Virta and Customer have executed this Third Amendment as of the effective date above.

Agreed to and Accepted by:

Agreed to and Accepted by:

VIRTA MEDICAL, P.C.

NAVAJO COUNTY

By: 
56193E8B50B74CC
Jeffrey Stanley

By: 
E366101566C41
Bryan Layton

Name: _____

Name: _____

Title: Medical Director, Commercial/Lead Clinician

Title: County Manager

Date: 7/18/2024

Date: 7/18/2024



APPENDIX A

Customer Name: Navajo County

Street Address: Po Box 668

City, State, Zip: Holbrook, AZ, 86025

The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and Navajo County (Customer) with principal offices at Po Box 668 Holbrook, AZ, 86025 is hereby appended to include the following:

Commencement Date 7/2/2024 Agreement No. - Addendum No. RNWL24-05837-R1

Resale of the Manufacturer's support as outlined in the below Pricing Summary is subject to the Manufacturer's support terms and conditions.

Pricing Summary

Navajo County										
Mfr.	Device	Description	Service SKU	Serial Number	Start Date	End Date	Qty.	Unit Price	Ext. Price	Special Notes
100 E CARTER DR HOLBROOK, AZ 86025										
Manufacturer Support Parts and Remote Support 24 X 7 4 Hour										
Cisco	N9K-C9332C	Nexus 9K ACI & NX-OS Spine, 32p 40/100G & 2p 10G	CON-SNTP-N9KC9332	FDO22462J98	08/01/2024	07/31/2025	1	\$3,029.27	\$3,029.27	
Cisco	N9K-C9332C	Nexus 9K ACI & NX-OS Spine, 32p 40/100G & 2p 10G	CON-SNTP-N9KC9332	FDO224926QT	08/01/2024	07/31/2025	1	\$3,029.27	\$3,029.27	
Manufacturer Support Parts and Remote Support 8 X 5 Next Business Day										
Cisco	ASA5516-FPWR-K9	ASA 5516-X with FirePOWER services, 8GE, AC, 3DES/AES	CON-SNT-ASA556F9	JMX2252G0AQ	08/01/2024	07/31/2025	1	\$749.16	\$749.16	
Cisco	FPR1010-ASA-K9	Cisco Firepower 1010 ASA Appliance, Desktop	CON-SNT-FPR1010A	JMX2437X1G7	08/01/2024	07/31/2025	1	\$102.36	\$102.36	
Cisco	FPR1010-ASA-K9	Cisco Firepower 1010 ASA Appliance, Desktop	CON-SNT-FPR1010A	JMX2437X1NV	08/01/2024	07/31/2025	1	\$102.36	\$102.36	
Cisco	N9K-C93180YC-EX	Nexus 9300 with 48p 10/25G SFP+ and 8p 100G QSFP28	CON-SNT-93180YC	FDO21122NFN	08/01/2024	07/31/2025	1	\$1,914.19	\$1,914.19	
Cisco	WS-C3650-24TS-E	Cisco Catalyst 3650 24 Port Data 4x1G Uplink IP Services	CON-SNT-WS5024SE	FDO1833E269	08/01/2024	07/31/2025	1	\$747.81	\$747.81	
Cisco	WS-C3650-24TS-E	Cisco Catalyst 3650 24 Port Data 4x1G Uplink IP Services	CON-SNT-WS5024SE	FDO1833E2JA	08/01/2024	07/31/2025	1	\$747.81	\$747.81	
Manufacturer Support Solution Support Parts and Remote Support 24 X 7 4 Hour										
Cisco	N9K-C93180YC-EX	Nexus 9300 with 48p 10/25G SFP+ and 8p 100G QSFP28	CON-SSSNP-93180YC	FDO22432UTW	08/01/2024	07/31/2025	1	\$3,522.53	\$3,522.53	
Cisco	N9K-C93180YC-EX	Nexus 9300 with 48p 10/25G SFP+ and 8p 100G QSFP28	CON-SSSNP-93180YC	FDO23340ZBX	08/01/2024	07/31/2025	1	\$3,522.53	\$3,522.53	
Cisco	N9K-C93180YC-EX	Nexus 9300 with 48p 10/25G SFP+ and 8p 100G QSFP28	CON-SSSNP-93180YC	FDO25391LU0	08/01/2024	07/31/2025	1	\$3,522.53	\$3,522.53	
Cisco	N9K-C9348GC-FXP	Nexus 9300 with 48p 100M/1GT, 4p 10/25G & 2p 40/100G QSFP28	CON-SSSNP-N9348F	FDO21381EG3	08/01/2024	07/31/2025	1	\$1,369.39	\$1,369.39	
Cisco	N9K-C9348GC-FXP	Nexus 9300 with 48p 100M/1GT, 4p 10/25G & 2p 40/100G QSFP28	CON-SSSNP-N9348F	FDO22511N48	08/01/2024	07/31/2025	1	\$1,369.39	\$1,369.39	
Manufacturer Support Solution Support Parts and Remote Support 8 X 5 Next Business Day										
Cisco	FPR1120-NGFW-K9	Cisco Firepower 1120 NGFW Appliance, 1U	CON-SSSNT-FRP11209	JMX2420X13X	05/19/2025	07/31/2025	1	\$113.87	\$113.87	
Cisco	FPR1120-NGFW-K9	Cisco Firepower 1120 NGFW Appliance, 1U	CON-SSSNT-FRP11209	JMX2420X13Y	05/19/2025	07/31/2025	1	\$113.87	\$113.87	
Manufacturer Support Solution Support Software Support 24x7										
Cisco	ACI-ES-GF	DCN Essential SWlicense for 1G Nexus 9K Leaf	CON-ECMUS-ACIESGF	5317173397	08/01/2024	07/31/2025	1	\$313.00	\$313.00	
Cisco	ACI-ES-GF	DCN Essential SWlicense for 1G Nexus 9K Leaf	CON-ECMUS-ACIESGF	5317173419	08/01/2024	07/31/2025	1	\$313.00	\$313.00	
Cisco	ACI-ES-XF	DCN Essential SWlicense for 10G+ Nexus 9K Leaf	CON-ECMUS-ACIESXF	5317158377	08/01/2024	07/31/2025	1	\$813.00	\$813.00	
Cisco	ACI-ES-XF	DCN Essential SWlicense for 10G+ Nexus 9K Leaf	CON-ECMUS-ACIESXF	5317158384	08/01/2024	07/31/2025	1	\$813.00	\$813.00	
Cisco	ACI-ES-XF	DCN Essential SWlicense for 10G+ Nexus 9K Leaf	CON-ECMUS-ACIESXF	5442683746	08/01/2024	07/31/2025	1	\$813.00	\$813.00	
Cisco	ACI-ES-XF	DCN Essential SWlicense for 10G+ Nexus 9K Leaf	CON-ECMUS-ACIESXF	7J7X2OPE7E	08/01/2024	07/31/2025	1	\$813.00	\$813.00	
Manufacturer Support Subscription/License 24x7										
Cisco	L-AC-PLS-LIC=	Cisco AnyConnect Plus Term License, Total Authorized Users	L-AC-PLS-1Y-S3	5424312100	01/10/2025	07/31/2025	250	\$1.23	\$307.50	
Cisco	L-FPR1120T-T=	Cisco FPR1120 Threat Defense Threat Protection License	L-FPR1120T-T-1Y	5451245192	04/04/2025	07/31/2025	2	\$235.66	\$471.32	



100 E CODE TALKERS DR HOLBROOK, AZ 86025									
Manufacturer Support Parts and Remote Support 8 X 5 Next Business Day									
Cisco	C9200L-24P-4G-E	Catalyst 9200L 24-port PoE+, 4 x 1G Network Essentials	CON-SNT-C920L24G	F0C264314W0	08/01/2024	07/31/2025	1	\$239.15	\$239.15
Cisco	C9200L-24P-4G-E	Catalyst 9200L 24-port PoE+, 4 x 1G Network Essentials	CON-SNT-C920L24G	F0C264314Y0	08/01/2024	07/31/2025	1	\$239.15	\$239.15
Cisco	C9200L-24P-4G-E	Catalyst 9200L 24-port PoE+, 4 x 1G Network Essentials	CON-SNT-C920L24G	F0C264315ZK	08/01/2024	07/31/2025	1	\$239.15	\$239.15
Cisco	C9200L-24P-4G-E	Catalyst 9200L 24-port PoE+, 4 x 1G Network Essentials	CON-SNT-C920L24G	F0C264316KU	08/01/2024	07/31/2025	1	\$239.15	\$239.15
Cisco	C9200L-24P-4G-E	Catalyst 9200L 24-port PoE+, 4 x 1G Network Essentials	CON-SNT-C920L24G	F0C264316UM	08/01/2024	07/31/2025	1	\$239.15	\$239.15
Cisco	C9200L-24P-4G-E	Catalyst 9200L 24-port PoE+, 4 x 1G Network Essentials	CON-SNT-C920L24G	F0C264361N7	08/01/2024	07/31/2025	1	\$239.15	\$239.15
Cisco	C9200L-24P-4G-E	Catalyst 9200L 24-port PoE+, 4 x 1G Network Essentials	CON-SNT-C920L24G	JAE242732F3	08/01/2024	07/31/2025	1	\$239.15	\$239.15
Cisco	C9200L-24P-4G-E	Catalyst 9200L 24-port PoE+, 4 x 1G Network Essentials	CON-SNT-C920L24G	JAE2638256C	08/01/2024	07/31/2025	1	\$239.15	\$239.15
Cisco	C9200L-24P-4G-E	Catalyst 9200L 24-port PoE+, 4 x 1G Network Essentials	CON-SNT-C920L24G	JAE263907VC	08/01/2024	07/31/2025	1	\$239.15	\$239.15
Cisco	C9200L-24P-4G-E	Catalyst 9200L 24-port PoE+, 4 x 1G Network Essentials	CON-SNT-C920L24G	JAE2639089H	08/01/2024	07/31/2025	1	\$239.15	\$239.15
Cisco	C9200L-48P-4G-E	Catalyst 9200L 48-port PoE+, 4 x 1G Network Essentials	CON-SNT-C92004GE	F0C262673YF	08/01/2024	07/31/2025	1	\$506.39	\$506.39
Cisco	C9200L-48P-4G-E	Catalyst 9200L 48-port PoE+, 4 x 1G Network Essentials	CON-SNT-C92004GE	F0C262674TN	08/01/2024	07/31/2025	1	\$506.39	\$506.39
Cisco	C9200L-48P-4G-E	Catalyst 9200L 48-port PoE+, 4 x 1G Network Essentials	CON-SNT-C92004GE	F0C26267548	08/01/2024	07/31/2025	1	\$506.39	\$506.39
Cisco	C9200L-48P-4G-E	Catalyst 9200L 48-port PoE+, 4 x 1G Network Essentials	CON-SNT-C92004GE	F0C262675LR	08/01/2024	07/31/2025	1	\$506.39	\$506.39
Cisco	C9200L-48P-4G-E	Catalyst 9200L 48-port PoE+, 4 x 1G Network Essentials	CON-SNT-C92004GE	F0C262675WV	08/01/2024	07/31/2025	1	\$506.39	\$506.39
Cisco	C9200L-48P-4G-E	Catalyst 9200L 48-port PoE+, 4 x 1G Network Essentials	CON-SNT-C92004GE	F0C2626762R	08/01/2024	07/31/2025	1	\$506.39	\$506.39
Cisco	C9200L-48P-4G-E	Catalyst 9200L 48-port PoE+, 4 x 1G Network Essentials	CON-SNT-C92004GE	F0C262676C2	08/01/2024	07/31/2025	1	\$506.39	\$506.39
Cisco	C9200L-48P-4G-E	Catalyst 9200L 48-port PoE+, 4 x 1G Network Essentials	CON-SNT-C92004GE	F0C262676CD	08/01/2024	07/31/2025	1	\$506.39	\$506.39
Cisco	C9200L-48P-4G-E	Catalyst 9200L 48-port PoE+, 4 x 1G Network Essentials	CON-SNT-C92004GE	F0C262676DZ	08/01/2024	07/31/2025	1	\$506.39	\$506.39
Cisco	C9200L-48P-4G-E	Catalyst 9200L 48-port PoE+, 4 x 1G Network Essentials	CON-SNT-C92004GE	F0C262676F4	08/01/2024	07/31/2025	1	\$506.39	\$506.39
Cisco	C9200L-48P-4G-E	Catalyst 9200L 48-port PoE+, 4 x 1G Network Essentials	CON-SNT-C92004GE	F0C262676F7	08/01/2024	07/31/2025	1	\$506.39	\$506.39
Cisco	C9200L-48P-4G-E	Catalyst 9200L 48-port PoE+, 4 x 1G Network Essentials	CON-SNT-C92004GE	F0C262676F8	08/01/2024	07/31/2025	1	\$506.39	\$506.39
Cisco	C9200L-48P-4G-E	Catalyst 9200L 48-port PoE+, 4 x 1G Network Essentials	CON-SNT-C92004GE	F0C262676FK	08/01/2024	07/31/2025	1	\$506.39	\$506.39
Cisco	C9200L-48P-4G-E	Catalyst 9200L 48-port PoE+, 4 x 1G Network Essentials	CON-SNT-C92004GE	F0C262676FS	08/01/2024	07/31/2025	1	\$506.39	\$506.39
Cisco	C9200L-48P-4G-E	Catalyst 9200L 48-port PoE+, 4 x 1G Network Essentials	CON-SNT-C92004GE	F0C262676J8	08/01/2024	07/31/2025	1	\$506.39	\$506.39
Cisco	C9200L-48P-4G-E	Catalyst 9200L 48-port PoE+, 4 x 1G Network Essentials	CON-SNT-C92004GE	F0C262676JK	08/01/2024	07/31/2025	1	\$506.39	\$506.39
Cisco	C9200L-48P-4G-E	Catalyst 9200L 48-port PoE+, 4 x 1G Network Essentials	CON-SNT-C92004GE	F0C262676U7	08/01/2024	07/31/2025	1	\$506.39	\$506.39
Cisco	C9200L-48P-4G-E	Catalyst 9200L 48-port PoE+, 4 x 1G Network Essentials	CON-SNT-C92004GE	F0C26450C72	08/01/2024	07/31/2025	1	\$506.39	\$506.39
Cisco	C9200L-48P-4G-E	Catalyst 9200L 48-port PoE+, 4 x 1G Network Essentials	CON-SNT-C92004GE	F0C26450CXR	08/01/2024	07/31/2025	1	\$506.39	\$506.39
Cisco	C9200L-48P-4G-E	Catalyst 9200L 48-port PoE+, 4 x 1G Network Essentials	CON-SNT-C92004GE	F0C26450D9Z	08/01/2024	07/31/2025	1	\$506.39	\$506.39
Cisco	C9200L-48P-4G-E	Catalyst 9200L 48-port PoE+, 4 x 1G Network Essentials	CON-SNT-C92004GE	F0C26450DG6	08/01/2024	07/31/2025	1	\$506.39	\$506.39
Cisco	C9200L-48P-4G-E	Catalyst 9200L 48-port PoE+, 4 x 1G Network Essentials	CON-SNT-C92004GE	F0C26450DJ2	08/01/2024	07/31/2025	1	\$506.39	\$506.39
Cisco	C9200L-48P-4G-E	Catalyst 9200L 48-port PoE+, 4 x 1G Network Essentials	CON-SNT-C92004GE	F0C26450DL4	08/01/2024	07/31/2025	1	\$506.39	\$506.39
Cisco	FPR1010-ASA-K9	Cisco Firepower 1010 ASA Appliance, Desktop	CON-SNT-FPR1010A	JMX2715X30P	08/01/2024	07/31/2025	1	\$102.36	\$102.36
Cisco	FPR1010-ASA-K9	Cisco Firepower 1010 ASA Appliance, Desktop	CON-SNT-FPR1010A	JMX2715X30W	08/01/2024	07/31/2025	1	\$102.36	\$102.36
Manufacturer Support Solution Support Parts and Remote Support 24 X 7 4 Hour									
Cisco	N9K-C93180YC-EX	Nexus 9300 with 48p 10/25G SFP+ and 8p 100G QSFP28	CON-SSNP-93180YCX	FDO24021J3J	08/01/2024	07/31/2025	1	\$3,522.53	\$3,522.53
NCPA Contract 01-97							Total		\$46,378.88
Plus Applicable Sales Tax									



Do Not Renew Summary

Navajo County							
Mfr	Device	Description	Serial Number	Start Date	End Date	Qty	Do Not Renew Reason
100 E CARTER DR HOLBROOK, AZ 86025							
Manufacturer Support Parts and Remote Support 8 X 5 Next Business Day							
Cisco	ISR4451-X-AX/K9	Cisco ISR 4451 AX Bundle with APP and SEC license	FTX1808AKP1	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	ISR4451-X-SEC/K9	Cisco ISR 4451 Sec Bundle, w/SEC license	FTX1832AKCJ	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	N7K-C7009-BUN2-P2	Nexus 7009 Promo Bundle (Chassis SUP2 (3)FAB2)	JAF1716AQCK	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-24FS-L	Catalyst 2960-X 24 GgE PoE 370W, 4 x 1G SFP, LAN Base	FCW2106A2NW	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-24FS-L	Catalyst 2960-X 24 GgE PoE 370W, 4 x 1G SFP, LAN Base	FCW2106A2RA	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-24FS-L	Catalyst 2960-X 24 GgE PoE 370W, 4 x 1G SFP, LAN Base	FCW2106E0KE	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-24FS-L	Catalyst 2960-X 24 GgE PoE 370W, 4 x 1G SFP, LAN Base	FJC2229WQ29	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-24FS-L	Catalyst 2960-X 24 GgE PoE 370W, 4 x 1G SFP, LAN Base	FOC2107S0TM	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-24FS-L	Catalyst 2960-X 24 GgE PoE 370W, 4 x 1G SFP, LAN Base	FOC2107V0N1	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-24FS-L	Catalyst 2960-X 24 GgE PoE 370W, 4 x 1G SFP, LAN Base	FOC2114S11U	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-24FS-L	Catalyst 2960-X 24 GgE PoE 370W, 4 x 1G SFP, LAN Base	FOC2114S124	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-24FS-L	Catalyst 2960-X 24 GgE PoE 370W, 4 x 1G SFP, LAN Base	FOC2114S12B	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-24FS-L	Catalyst 2960-X 24 GgE PoE 370W, 4 x 1G SFP, LAN Base	FOC2115S12W	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-24FS-L	Catalyst 2960-X 24 GgE PoE 370W, 4 x 1G SFP, LAN Base	FOC2115V10Y	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-24TD-L	Catalyst 2960-X 24 GgE 2 x 10G SFP+ LAN Base	FCW1931B3VB	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-48LPS-L	Catalyst 2960-X 48 GgE PoE 370W, 4 x 1G SFP, LAN Base	FCW1747A0Y8	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-48LPS-L	Catalyst 2960-X 48 GgE PoE 370W, 4 x 1G SFP, LAN Base	FCW1904A4BK	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-48LPS-L	Catalyst 2960-X 48 GgE PoE 370W, 4 x 1G SFP, LAN Base	FCW1909B0Y5	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-48LPS-L	Catalyst 2960-X 48 GgE PoE 370W, 4 x 1G SFP, LAN Base	FCW1909B0YU	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-48LPS-L	Catalyst 2960-X 48 GgE PoE 370W, 4 x 1G SFP, LAN Base	FCW1909B161	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-48LPS-L	Catalyst 2960-X 48 GgE PoE 370W, 4 x 1G SFP, LAN Base	FCW2033B5AJ	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-48LPS-L	Catalyst 2960-X 48 GgE PoE 370W, 4 x 1G SFP, LAN Base	FCW2113A1VG	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-48LPS-L	Catalyst 2960-X 48 GgE PoE 370W, 4 x 1G SFP, LAN Base	FOC1820S6BR	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-48LPS-L	Catalyst 2960-X 48 GgE PoE 370W, 4 x 1G SFP, LAN Base	FOC1906S1WY	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-48LPS-L	Catalyst 2960-X 48 GgE PoE 370W, 4 x 1G SFP, LAN Base	FOC1906S23Z	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-48LPS-L	Catalyst 2960-X 48 GgE PoE 370W, 4 x 1G SFP, LAN Base	FOC1906S241	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-48LPS-L	Catalyst 2960-X 48 GgE PoE 370W, 4 x 1G SFP, LAN Base	FOC1906S24G	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-48LPS-L	Catalyst 2960-X 48 GgE PoE 370W, 4 x 1G SFP, LAN Base	FOC1906S24V	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-48LPS-L	Catalyst 2960-X 48 GgE PoE 370W, 4 x 1G SFP, LAN Base	FOC1906S24Y	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-48LPS-L	Catalyst 2960-X 48 GgE PoE 370W, 4 x 1G SFP, LAN Base	FOC1906S250	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-48LPS-L	Catalyst 2960-X 48 GgE PoE 370W, 4 x 1G SFP, LAN Base	FOC1906S253	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-48LPS-L	Catalyst 2960-X 48 GgE PoE 370W, 4 x 1G SFP, LAN Base	FOC1906S257	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-48LPS-L	Catalyst 2960-X 48 GgE PoE 370W, 4 x 1G SFP, LAN Base	FOC1906S29U	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-48LPS-L	Catalyst 2960-X 48 GgE PoE 370W, 4 x 1G SFP, LAN Base	FOC1906S2FS	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-48LPS-L	Catalyst 2960-X 48 GgE PoE 370W, 4 x 1G SFP, LAN Base	FOC1906S2KW	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-48LPS-L	Catalyst 2960-X 48 GgE PoE 370W, 4 x 1G SFP, LAN Base	FOC1906S2LB	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-48LPS-L	Catalyst 2960-X 48 GgE PoE 370W, 4 x 1G SFP, LAN Base	FOC1906S2D	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-48LPS-L	Catalyst 2960-X 48 GgE PoE 370W, 4 x 1G SFP, LAN Base	FOC1906S2E2	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-48LPS-L	Catalyst 2960-X 48 GgE PoE 370W, 4 x 1G SFP, LAN Base	FOC2008S4FR	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-48LPS-L	Catalyst 2960-X 48 GgE PoE 370W, 4 x 1G SFP, LAN Base	FOC2012S4ME	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-48LPS-L	Catalyst 2960-X 48 GgE PoE 370W, 4 x 1G SFP, LAN Base	FOC2141T3KG	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-48LPS-L	Catalyst 2960-X 48 GgE PoE 370W, 4 x 1G SFP, LAN Base	FOC2141T3LW	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-48LPS-L	Catalyst 2960-X 48 GgE PoE 370W, 4 x 1G SFP, LAN Base	FOC2141T3MB	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-48LPS-L	Catalyst 2960-X 48 GgE PoE 370W, 4 x 1G SFP, LAN Base	FOC2141T3MD	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-48LPS-L	Catalyst 2960-X 48 GgE PoE 370W, 4 x 1G SFP, LAN Base	FOC2141T44X	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-48LPS-L	Catalyst 2960-X 48 GgE PoE 370W, 4 x 1G SFP, LAN Base	FOC2141T459	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C2960X-48LPS-L	Catalyst 2960-X 48 GgE PoE 370W, 4 x 1G SFP, LAN Base	FOC2141T476	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C3850-48P-S	Cisco Catalyst 3850-48P-S Switch	FCW1838C1RF	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C3850-48P-S	Cisco Catalyst 3850-48P-S Switch	FOC1726V065	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C3850-48P-S	Cisco Catalyst 3850-48P-S Switch	FOC1819X0SN	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C3850-48P-S	Cisco Catalyst 3850-48P-S Switch	FOC1915U1A5	8/1/2023	7/31/2024	1	Do not want to renew
Cisco	WS-C3850-48P-S	Cisco Catalyst 3850-48P-S Switch	FOC2112X0UM	8/1/2023	7/31/2024	1	Do not want to renew
Manufacturer Support Solution Support Parts and Remote Support 24 X 7 4 Hour							
Cisco	APIC-CLUSTER-M2	*APIC Cluster - Medium Configurations (Up to 1000 Edge Ports)	5320550992	8/1/2023	6/30/2024	1	End of support life

General Terms and Assumptions

- With regard to any software licenses installed by Contractor as necessary to effectuate the provision of services under this Agreement, thus not within the scope of the deliverables, Customer is hereby prohibited from duplicating said software in any form or fashion and is further restricted from using the software beyond the intended scope set forth herein. Moreover, Customer is restricted from licensing, sublicensing or transferring said software to any third party (except to a related party) without the express permission of Contractor, under which circumstance the software shall stay under the control and auspices of the Contractor. In the event Customer loses or damages the software, a copy may be provided at a nominal charge. Contractor may, at its discretion, remove said software upon the completion of its provision of services. Alternatively, at the end of this engagement or the license period, whichever occurs first, Customer is required to either destroy or return all copies of said software to Contractor, as expressly directed by Contractor.
- The manufacturer/support provider has the right to inspect any products that have either never had support coverage or have not had support coverage for an extended period to determine their eligibility for maintenance/support. Devices subject to inspection will be flagged as such and are subject to a non-



refundable inspection fee, which shall be the responsibility of Customer. Sentinel will work with the manufacturer/support provider on Customer's behalf until device eligibility is determined. Devices that do not pass the inspection will be ineligible for support.

- For products purchased pursuant to this agreement, Contractor agrees to provide storage at no additional charge for up to 90 days. If the storage period exceeds 90 days, Customer agrees to the following: a.) Customer will be responsible to pay a fee of 2% per month for storage of purchased products from that point forward, b.) Customer will be invoiced and will be responsible to pay the unpaid balance for any products purchased from Contractor that have not been paid in full and, c.) Ownership will transfer from Contractor to Customer.
- For all products purchased, it is assumed that prior to order execution with Contractor, Customer has reviewed, understood, and agreed to each manufacturer's respective terms and conditions governing the purchase of products, including, but not limited to, applicable warranties, order cancellation, and return policies. In the event of a return request, Sentinel may assist Customer by facilitating the request between Customer and the manufacturer. In addition, product return requests will be subject to Sentinel's own return policies, which may include restocking fees and/or shipping and handling costs.
- Under no circumstances will Customer have the right to withhold payment to Sentinel due to an alleged breach of any express or implied warranties with regard to the products purchased herein. Any such claim shall be handled directly between the manufacturer and Customer. If Contractor receives any financial relief or incentives intended for Customer as a result of a settlement between Customer and the manufacturer, Contractor agrees to pass through the incentives or financial relief to Customer.



Payment Terms

Hardware/Software: For orders over \$100K, 50% at contract execution, balance upon shipment from manufacturer

All Invoices: Net 30

***This quote is valid until 07 / 08 / 2024.**

*Regarding the resale of any products, pricing may be subject to a manufacturer price increase before the expiration date of the quote.

CUSTOMER:
Navajo County
Signature: B. L. A.
Printed Name: Bryan Layton
Title: County Manager
Date: 7-2-2024
P.O. #: 2025-005

CONTRACTOR:
Sentinel Technologies, Inc.
Signature: Robert Keblusek (Jul 2, 2024 21:35 CDT)
Printed Name: Robert Keblusek
Title: Chief Innovation & Technology Officer
Date: Jul 2, 2024



NAVAJO COUNTY

Administration

Jayson Vowell
Finance Director

Bryan Layton
County Manager

Rochelle Lacapa
Government Relations Director

We are Navajo County

July 2, 2024

Chicanos Por La Causa, Inc.
Attn: Terence Pinkston

To our service providers at Chicanos Por La Causa,

Our Workforce area is required to renew our service contract for Adult, Youth, and Dislocated Worker service through open bidding this year. Due to recent staff turnover, the Northeastern Arizona LWDB staff team could not conduct the open bidding process during the current contract period. To ensure the continuation of services for job seekers and payroll for program staff, we are requesting an amendment to the current contract that will cover an interim period of three months, committing a proportionate budget of up to \$193,750 for this period ($\frac{1}{4}$ of the annual contract's original \$775,000 amount).

We are investigating whether our expiring One-Stop Operator contract can be renewed without conducting an open bid and would like to request a similar amendment covering the OSO contract for an interim period of three months, committing a proportionate budget of up to \$35,004 for this period ($\frac{1}{4}$ of the annual contract's original \$140,016 amount).

The NEAZ staff team appreciates your assistance with service delivery during this time and commits to honoring CPLC's invoices for work performed on these services while the extension agreements are put into place.

Thank you,

Bryan Layton
County Manager
Navajo County, Arizona

Andres Contreras
Executive Vice President
Chicanos Por La Causa, Inc.



CHANGE ORDER NO. 02

OWNER (X) Navajo County
 CONTRACTOR (X) Pointe Companies, Inc.
 ARCHITECT (X) Barton Architecture, PLLC

PROJECT: 24005C - Navajo County Complex Remodel

INITIATION DATE: July 25, 2025

OWNER: Navajo County
 100 E. Code Talkers Lane
 Holbrook, AZ 86025

ARCHITECT'S PROJECT NO: 22-014
CONTRACT NO: #B23-09-021

TO: Barton Engineering
 319 N. Kinsley Ave.
 Winslow, AZ 86047

CONTRACT FOR: Bathroom Renovations
CONTRACT DATE: February 27, 2024

THE WORK CHANGE AS FOLLOWS:				
	Item	Rate	Quantity	Extension
1.	Detach and reset trash receptacles in phase 1	\$75.00	4	\$300.00
2.	Installation of B3961-50 paper towel conversion kit	\$89.75	12	\$1,077.00
3.	Purchase of B3961-50 paper towel conversion kit	\$434.00	12	\$5,208.00
4.	Overhead and Profit	\$1,317.00	1	\$1,317.00
5.	Payment and Performance Bond Costs	\$144.00	1	\$144.00
TOTAL ADD/DEDUCT				\$8,046.00

*Not valid until signed by Owner, Architect and Contractor. Signature of the Contractor Indicates agreement here with, including any adjustment in the Contract Sum or the Contract Time.

The original Contract Sum was \$465,000.00
 Net change by previously authorized Change Orders \$14,534.04
 The Contract Sum prior to this Change Order was \$479,534.04
 The amount the Contract Sum will be **increased** by this Change Order will be \$8,046.00
 The amount the Contract Sum will be **decreased** by this Change Order will be \$0.00
 The new Contract Sum including this Change Order will be \$487,580.04
 The Contract Time will be changed by **0 Days**
 The Date of Substantial Completion as of the date of this Change Order therefore is **October 16, 2024**

Barton Architecture, PLLC ARCHITECT 319 N. Kinsley Ave. Winslow, AZ 86047	Pointe Companies, Inc. CONTRACTOR 650 N. Penrod Rd. #545 Show Low, AZ 85901	Navajo County OWNER 100 E. Code Talkers Lane Holbrook, AZ 86025
BY:	BY:	BY:
DATE: 08/02/2024	DATE: 8/5/24	DATE: 8/1/24 County Manager



Board of Supervisors Regular

1. d.

Meeting Date: 08/13/2024

Title: Contract Amendment No. 3 to Contract with eX2 for the Design, Construction, Maintenance and Marketing of Fiber Optic Infrastructure

Submitted For: Grant Evans, Capital Projects Manager

Submitted By: Grant Evans, Capital Projects Manager

Department: Public Works

Motion before the Board:

Contracts signed by County Manager pursuant to Board of Supervisors Resolution: Amendment No. 3 to eX2 Technology Contract for Design, Construction, Maintenance and Marketing of Fiber Optic Infrastructure

Background:

On February 28, 2023, the Board approved a Contract with eX2 Technology, LLC (eX2) for the Design, Construction, Maintenance and Marketing of Fiber Optic Infrastructure and authorized change order authority to the County Manager for 2.5% of the System Price amount and authorized the County Manager to execute the necessary documents.

This Contract Amendment No. 3 to Contract with eX2 is in the form of change order number 5, executed by the County Manager.

Change Order #5 is a no-cost change order and does not increase the overall contract amount. The construction costs (System Price) for the project were developed during contract negotiations and were based on a high-level design of the project. Contract provisions allowed for updating the System Price upon completion of detailed design. This change order provides for an updated and rebalanced System Price to reflect the final design of the project. The Schedule of Values was also updated with this change order to adjust the unit rates for the construction items to align with the rebalanced System Price. There is no change to the overall System Price total for the project. This rebalancing of the System Price and Schedule of Values (after design completion) is necessary for tracking construction progress and reviewing and processing construction progress payments.

Fiscal Impact

Fiscal Year: FY 25

Budgeted Y/N:

Amount Requested: 0

Fiscal Impact:

Change Order #5 has no fiscal impact to the contract.

Attachments

Change Order #5

Form Review

Inbox

Jason Moore

Brandt Clark

Public Works Director

Form Started By: Grant Evans

Final Approval Date: 08/05/2024

Reviewed By

Jason Moore

Brandt Clark

Madhav Mundle

Date

08/02/2024 01:16 PM

08/05/2024 10:27 AM

08/05/2024 12:56 PM

Started On: 08/02/2024 11:15 AM

CHANGE ORDER			
Change Order/Request No.:	005	Date of Issuance:	May 31, 2024
Contractor:	EX2 Technology, LLC	Date of Agreement:	March 1, 2023
Contract For:	The Design, Construction, Maintenance and Marketing of Fiber Optic Infrastructure		

This Change Order ("CO") to the Contract is made by and between EX2 Technology, LLC ("Contractor") and Navajo County, Arizona ("County").

This CO will have, in detail, revisions to the Contract whether in changing, adding or removing items and/or language from the contract. Except as amended herein, all other terms and conditions shall remain in full force and effect.

Schedule 3.1, System Price

Pursuant to Article 3.1.1, System Price Payments, Schedule 3.1 may be updated upon completion of the Proposed Design Plans. As such, Schedule 3.1 is hereby updated following completion of the design plans. **Schedule 3.1, REV1 (CO 005, 5/31/20224)** shall replace the previous version.

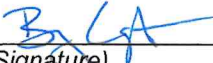
There is no change to the overall System Price Total of \$19,777,379.11.

IN WITNESS WHEREOF, the parties have caused this Change Order to be executed by their duly authorized representatives as of the day and year set forth below.




Contractor: EX2 Technology, LLC

County: Navajo County, Arizona

By: 
Signature ID: 811411M6DN11...
 (Signature)

By: 
 (Signature)

Name: Jay Jorgensen
 Title: COO
 Date: 07/05/2024 PDT

Name: 
 Title: 
 Date: 

SCHEDULE 3.1, REV1 (CO 005, 5/31/2024)
SYSTEM PRICE

Item	Estimated Price - Orig	Estimated Price - REV1
1. Route Design	\$170,384.27	\$153,345.84
2. Permitting Labor & Management (no permit fees)	\$37,734.96	\$33,961.46
3. Permit Fee Allowance	\$73,536.61	\$73,536.61
3.1 Mobilization – Permit Fee Allowance Paid Offset	N/A	(\$7,353.66)
4. Primary Backbone Construction	\$16,091,121.23	\$14,482,009.14
Segment 1 APS to Holbrook	\$1,066,965.57	\$1,128,783.49
Segment 2 Holbrook to Snowflake	\$4,906,873.04	\$4,033,726.59
Segment 3 Snowflake to Show Low	\$3,909,023.37	\$3,339,267.03
Segment 4 Show Low to Pinetop	\$1,876,447.18	\$1,471,047.09
Segment 5 Pinetop to Reservation Border	\$224,555.73	\$425,480.82
Segment 6 Show Low to Heber-Overgaard	\$4,107,256.34	\$4,083,704.12
5. Lateral Construction	\$695,519.39	\$625,967.43
Holbrook- 121 W. Buffalo (Constable, Justice Court, Library District, FAC)	\$14,646.99	\$5,019.12
Holbrook - 117 E Buffalo (Public Health)	\$13,089.67	\$35,814.03
Holbrook - 100 E. Code Talkers Drive (Main governmental complex - existing fiber to other buildings)	\$38,898.39	\$45,322.31
Holbrook - 137 W. Arizona Street (Sheriff)	\$11,729.82	\$9,838.72
Holbrook - 404 E. Hopi Drive (Fairgrounds)	\$35,419.58	\$41,018.02
Snowflake - 145 S. Main Street (Constable, Justice Court, Sheriff, WIC)	\$11,422.39	\$668.40
Taylor - 1121 W. Pinedale Road (Road Yard, Fuel Site, Future Code Enforcement)	\$147,387.78	\$107,165.99
Show Low - 1100 E. Thornton Road (Public Works - South County)	\$221,336.64	\$189,967.37
Show Low - 600 N. 9th Place (Public Health, Courts, Constable, County Attorney, FAC, Probation)	\$17,481.68	\$28,079.40
Show Low - 411 E. Duece of Clubs (Jail Annex, Sheriff Substation)	\$26,423.55	\$19,389.12
Show Low - 251 Penrod Rd (AAWM Center (Addit to Public Works))	\$60,371.64	\$66,031.15
Pinetop/Lakeside - 1892 S. Pine Lake (Road Yard, Sheriff Substation)	\$13,682.08	\$5,688.56
Heber/Overgaard - 2188 W. Country Club Drive (Public Works, Sheriff Substation, Public Health)	\$83,629.18	\$71,965.24
6. As-built Documentation Package	\$12,448.22	\$11,203.40
7. Subsurface Obstruction / Rock Adder	\$2,696,634.42	\$2,453,934.42
7.1 Mobilization – Rock Adder Allowance Paid Offset	N/A	(\$269,663.44)
8. Mobilization	N/A	\$1,977,737.91
9. Micro-trench Adder Allowance (CO 003)	N/A	\$242,700.00
Total	\$19,777,379.11	\$19,777,379.11

Add-Deducts Options		
Milestone	Unit	Value
Deduct to Remove Second Empty Duct	Lump Sum	\$1,422,887.65
Subsurface Obstruction / Rock Adder	Ft	\$40.59
MicroTrench Adder	Ft	\$16.18

Underground Rock Adder Estimate by Segment			
Segment	Description	Unit	Estimated Quantity
1	APS Connection to Holbrook	Per Foot	0
2	Holbrook to Snowflake	Per Foot	0
3	Snowflake to Show Low	Per Foot	26,692
4	Show Low to Pinetop	Per Foot	5,672
5	Pinetop to Apache Reservation Boundary	Per Foot	2,771
6	Show Low to Heber-Overgaard	Per Foot	31,301

Micro-Trench Adder Estimate (CO 003)			
	Description	Unit	Estimated Quantity
	Project	Per Foot	15,000

Permitting Allowance Items- All segments	Estimated Value
Municipal Permit Allowance	\$ 4,000.00
County Permit Allowance	\$ -
ADOT Permit Allowance	\$ 5,000.00
Misc. Permit Allowance (i.e., BOR, BLM, Forest Service)	\$ 2,500.00
Environmental, Geotechnical, Cultural Survey Allowance	\$ 47,240.00
Railroad Permit Allowance	\$ 10,000.00
Railroad Permit consultant allowance	\$ 4,796.61
Total	\$ 73,536.61

SCHEDULE OF VALUES, REV 1

Milestone	Unit	Value (Orig)	Value (REV1)
Construction Mobilization (10%)	Lump Sum	\$1,977,737.91	\$1,977,737.91
Materials (as ordered)	Lump Sum	\$2,986,576.48	\$2,986,576.48
Design – Site Data Collection and Field Ride-Out Complete (for Design)	Lump Sum	\$41,338.53	\$41,338.53
Design – High Level Design Complete	Lump Sum	\$28,001.83	\$28,001.83
Design – Detail Level Design 50% Complete	Lump Sum	\$56,003.66	\$56,003.66
Design – Detail Level Design 100% Complete	Lump Sum	\$28,001.83	\$28,001.83
Permitting Applications Submitted (as submitted)	Lump Sum	\$40,579.76	\$40,579.76
As-Builts Submitted	Lump Sum	\$11,203.40	\$11,203.40
Construction, Backbone – Conduit Installed	Per Foot	\$17.34	\$16.93
Construction, Backbone – Handhole Installed	Each	\$777.80	\$787.98
Construction, Backbone – Fiber Installed (handhole coiled)	Per Foot	\$2.18	\$1.96
Construction, Backbone – Fiber Splice & Test Complete	Per Foot	\$48.73	\$48.85
Construction, Lateral – Conduit Installed	Per Foot	\$33.75	\$15.67
Construction, Lateral – Handhole Installed	Each	\$957.52	\$782.29
Construction, Lateral – Fiber Installed (handhole coiled)	Per Foot	\$2.83	\$1.99
Construction, Lateral – Fiber Splice & Test Complete	Per Foot	\$78.97	\$49.01
Subsurface Obstruction and Rock Adder Allowance	Per Foot	\$40.59	\$40.59
Micro-trench Adder Allowance (CO 003)	Per Foot	N/A	\$16.18
Permit Fee & Support Allowance (as needed)	Lump Sum	\$73,536.61	\$73,536.61



Board of Supervisors Regular

1. e.

Meeting Date: 08/13/2024

Title: ARRF Funds request

Submitted By: Maxine Tyler, Executive Assistant

Department: County Attorney

Motion before the Board:

Show Low Youth Recreation and Sports Foundation request for Anti-Racketeering Revolving Funds in the amount of \$2500.00

Background:

The Show Low Youth Foundation conducts an annual banquet fundraiser to raise funds to assist local youth programs and their objectives. The program provides local youth alternatives to substance abuse, gang affiliation and criminal activity with juveniles. Monies in the past have assisted with leadership training for at risk youth and money to attend camps focusing on substance abuse prevention.

Attachments

Request for ARRF Funds

Form Review

Inbox

County Attorney

Form Started By: Maxine Tyler

Final Approval Date: 07/22/2024

Reviewed By

Brad Carlyon

Date

07/22/2024 02:39 PM

Started On: 07/22/2024 02:11 PM

**APPLICATION FOR COUNTY ATTORNEY ANTI-RACKETEERING
REVOLVING FUND MONIES**

1. Name of Applicant or Agency: ___ Show Low Youth Recreation and Sports Foundation, Inc. _____

2. Amount of ARRF Funds Requested: _____ \$5,000 _____

3. Is This Application Submitted In Relation to a Prior Use of ARRF Funds? No

4. Description of How ARRF Funds Will Be Utilized: ___ The Show Low Youth Foundation is non-profit 501(c)(3) organization dedicated to supporting local youth programs. Every year we conduct an annual banquet fundraiser to raise funds to assist local youth programs and their objectives. This program was created to provide local youth alternatives to substance abuse, gang affiliation and to prevent criminal activity with juveniles. In the past, we have assisted with providing leadership training for at risk youth, money to attend camps on substance abuse prevention.

5. Please identify the section of A.R.S. §§ 13-2314.01, 13-4315, or federal law allowing for the proposed expenditure (check all that apply):

- Gang prevention programs
- Substance abuse prevention programs
- Substance abuse education programs
- Assistance/reparations/restitution to a victim of a racketeering offense
- Witness protection
- Law enforcement and prosecution operations and investigative expenses related to a racketeering offense.

*If monies are to be used for office supplies, postage or printing, please separately itemize each item with appropriate attachments documenting the expense.

- Expenses necessary to seize, detain, appraise, inventory, protect, maintain, preserve the availability of, advertise or sell property that is subject to forfeiture.

_____ Payment of awards for information or assistance leading to a civil or criminal proceeding under Title 13 of the Arizona Revised Statutes

_____ Law enforcement training, education and conferences

_____ Construction or improvement of law enforcement, public safety and detention facilities

_____ Law enforcement equipment and capital expenditures. If equipment, please identify whether the equipment falls into any one of the following categories by circling any that may be applicable:

a.) Vehicle purchase or lease

b.) Canine

c.) Firearms/Related Equipment

d.) Tactical Gear

e.) Capital expenditure, such as furniture, computers, office equipment

_____ Joint law enforcement/public safety operations (911)

_____ Costs associated with a contract for a specific service that supports or enhances law enforcement

_____ Law enforcement travel and meals

_____ Law enforcement awards and memorials

_____ Matching funds for governmental grants

_____ Community based programs whose missions are supportive of and consistent with a law enforcement effort, policy, and/or initiative. Please identify with specificity the law enforcement effort, policy, or initiative with which the community based program is supportive or consistent

_____ Audit of ARRF fund

_____ Court Reporter

_____ Expert Witness

_____ Regular-time salaries, overtime pay and employee benefits of prosecutors

_____ Regular-time salaries, overtime pay and employee benefits of sworn law enforcement agency personnel other than prosecutors

_____ Regular-time salaries, overtime pay and employee benefits of unsworn law enforcement agency personnel

6. Please attach any supporting documentation in support of the application, including estimates, quotes, invoices, brochures, contracts, etc.

7. I understand that in accordance with the Department of Justice's Guide For Equitable Sharing (2009), generally speaking, ARRF funds cannot be utilized for employee salaries. Some exceptions to this include the use of ARRF monies to match state or federal grant funding for salaries, and for overtime for sworn or unsworn law enforcement personnel. If making a request for ARRF monies to fund salaries, I certify that I have read the Guide for Equitable Sharing for State and Local Law Enforcement agencies, and certify that the proposed use of ARRF funds for salaries complies with the directives of that Guide.

8. I understand that any proposed use of ARRF funds cannot supplant or replace funds for items that have generally come from the general funds of the county, city, or town.

NAME OF AUTHORIZED AGENCY REPRESENTATIVE (Please Print):

F. Morgan Brown

SIGNATURE OF AUTHORIZED AGENCY REPRESENTATIVE:

F. Morgan Brown

Date: 7-12-24

LEAVE BLANK—TO BE FILLED OUT BY COUNTY ATTORNEY'S OFFICE

_____ Approved

_____ Not Approved

Comments: _____

Jan d. Mac

County Attorney/Deputy County Attorney

Date: 7/15/2024



Board of Supervisors Regular

1. f.

Meeting Date: 08/13/2024

Title: Reissuance of Stale Dated Checks

Submitted For: Kari Lopez, Treasurer

Submitted By: Olivia Todd, Chief Deputy Treasurer

Department: Treasurer

Motion before the Board:

Reissuance of Stale Dated Checks

Background:

Treasurer's checks were issued as refunds for overpaid property taxes or for investor payments. The checks were voided because they had been outstanding for a year or more. The payees were contacted and are requesting replacement checks. All have completed the required Affidavit For Issuance of Duplicate Warrant form. Upon approval, a new check will be issued to the individual(s) pursuant to A.R.S. §11-632.

Issued Date	Check Number	Amount	Name on Check
05/18/2023	1300037623	2,466.67	Kolonia LLC
05/18/2023	1300037627	143.28	Candace J Spurlock
05/24/2023	1300037681	407.75	Paredes Frank C & Julie C CPRS

Attachments

Affidavit_1300037623

Affidavit_1300037627

Affidavit_1300037681

Form Review

Inbox

Treasurer

Form Started By: Olivia Todd

Final Approval Date: 07/29/2024

Reviewed By

Kari Lopez

Date

07/29/2024 12:07 PM

Started On: 07/29/2024 08:55 AM

AFFIDAVIT

FOR ISSUANCE OF DUPLICATE WARRANT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The undersigned, being first duly sworn, deposes and states:

1. I make this affidavit pursuant to A.R.S. §11-632.
2. I am the Payee (or authorized representative of the Payee) of the following lost or destroyed warrant drawn on the Navajo County Treasurer by the Navajo County Board of Supervisors.

Lost or destroyed Warrant # _____ Amount \$ 2466.67 Dated 5/8/2023

Payee Kolonia, LLC

P.O. # _____ Req # _____ Fund # _____ Voucher # 130037623

3. The above warrant was either lost or destroyed prior to payment. After diligent search, it has not been located. There is no reasonable probability of it being found or presented. If it is located at any time, it will be immediately returned to the Navajo County Finance Office.
4. The Payee is entitled to a duplicate warrant in accordance with A.R.S. §11-632. If a duplicate warrant is issued, the Payee promises and agrees to hold Navajo County harmless and to reimburse Navajo County for any loss if the original warrant is ever presented and honored for payment.

Dated 7/9/2024

SIGNATURE OF AFFIANT

Barry Becker

PRINT NAME

BARRY BECKER

TITLE (IF REPRESENTING A COMPANY PAYEE)

MANAGER

ADDRESS

24 W. Camelback Rd #A-611 Phoenix 85013

SUBSCRIBED AND SWORN to before me on July 8, 2023 by BARRY BECKER, MANAGER of Kolonia, LLC



Terri Hailey
NOTARY PUBLIC

My commission expires: _____

AFFIDAVIT

FOR ISSUANCE OF DUPLICATE WARRANT

STATE OF Arizona
) ss.
COUNTY OF Navajo County

The undersigned, being first duly sworn, deposes and states:

1. I make this affidavit pursuant to A.R.S. §11-632.
2. I am the Payee (or authorized representative of the Payee) of the following lost or destroyed warrant drawn on the Navajo County Treasurer by the Navajo County Board of Supervisors.

check
Lost or destroyed Warrant # 1300037627 Amount \$ 143.28 Dated 5/18/23.

Payee Candace J Spurlock

P.O. # _____ Req # _____ Fund # _____ Voucher # _____
memo: 210-62-071 *check # 1300037627*

3. The above warrant was either lost or destroyed prior to payment. After diligent search, it has not been located. There is no reasonable probability of it being found or presented. If it is located at any time, it will be immediately returned to the Navajo County Finance Office.
4. The Payee is entitled to a duplicate warrant in accordance with A.R.S. §11-632. If a duplicate warrant is issued, the Payee promises and agrees to hold Navajo County harmless and to reimburse Navajo County for any loss if the original warrant is ever presented and honored for payment.

Dated 7-11-24.

SIGNATURE OF AFFIANT

Candace J Spurlock

PRINT NAME

Candace J Spurlock

TITLE (IF REPRESENTING A COMPANY PAYEE)

ADDRESS

SUBSCRIBED AND SWORN to before me on July 11th, 2024 by Candace
J Spurlock



[Signature]
NOTARY PUBLIC

My commission expires: August 24, 2027

AFFIDAVIT

FOR ISSUANCE OF DUPLICATE WARRANT

STATE OF AZ)
) ss.
COUNTY OF Pima)

The undersigned, being first duly sworn, deposes and states:

1. I make this affidavit pursuant to A.R.S. §11-632.
2. I am the Payee (or authorized representative of the Payee) of the following lost or destroyed warrant drawn on the Navajo County Treasurer by the Navajo County Board of Supervisors.

Lost or destroyed Warrant # Lost Amount \$ 407.25 Dated 5/24/2023

Payee Frank & Julie Paredes

P.O. # _____ Req # _____ Fund # 407.25 Voucher # 1300037681

3. The above warrant was either lost or destroyed prior to payment. After diligent search, it has not been located. There is no reasonable probability of it being found or presented. If it is located at any time, it will be immediately returned to the Navajo County Finance Office.
4. The Payee is entitled to a duplicate warrant in accordance with A.R.S. §11-632. If a duplicate warrant is issued, the Payee promises and agrees to hold Navajo County harmless and to reimburse Navajo County for any loss if the original warrant is ever presented and honored for payment.

Dated 7/16/2024

SIGNATURE OF AFFIANT

Julie D. Paredes

PRINT NAME

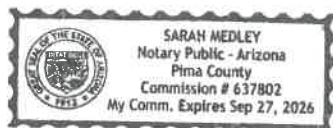
Julie D. Paredes

TITLE (IF REPRESENTING A COMPANY PAYEE)

ADDRESS

7329 S. Bullrider Ave Tucson, AZ 85747

SUBSCRIBED AND SWORN to before me on July 16, 2024 by Julie Paredes



[Signature]
NOTARY PUBLIC

My commission expires: 9/27/2026



Board of Supervisors Regular

1. g.

Meeting Date: 08/13/2024

Title: Abatement of Personal Property Taxes

Submitted For: Kari Lopez, Treasurer

Submitted By: Kari Lopez, Treasurer

Department: Treasurer

Motion before the Board:

Certificate of Removal and Abatement Purging Record of Tax, Penalty and Interest on Personal Property Taxes, pursuant to A.R.S. §42-19118 and §42-18353

Background:

Pursuant to ARS 42-19118 the personal property taxes assessed against the property (Tax ID: 970010901 and 170022801) were determined to be uncollectible after a diligent search by the Navajo County Sheriff's Office for various reasons. Personal property was removed from future tax rolls by the Navajo County Assessor's Office.

Attachments

Abatement Summary Detail

Back-up Documents

Form Review

Inbox	Reviewed By	Date
Jason Moore	Jason Moore	07/29/2024 12:45 PM
Treasurer (Originator)	Kari Lopez	07/29/2024 12:53 PM
Form Started By: Kari Lopez		Started On: 07/25/2024 11:01 AM
Final Approval Date: 07/29/2024		

CERTIFICATE OF REMOVAL & ABATEMENT (ARS§42-18353)

8/1/2024								
Taxpayer #	Year & Roll #	Name	Description	Reason	Property Tax	Int. & Fees	PAYMENT	Grand Total
970010901	2017-903940	Hudson, Steven or Darlene	MH 1997 FLEETWOOD/FESTIVAL	Per Navajo County Sheriff's Office: After diligent search they dermined that the owner is unlocatable & the location of the unit is unknown.	\$23.16	\$29.39	\$0.00	\$52.55
	2018-904031	c/o Darlene Larzelere	14X46 VIN # TXFLT12A6723FD12		\$23.18	\$25.71	\$0.00	\$48.89
	2019-904120				\$22.96	\$21.84	\$0.00	\$44.80
				Assessor removed P.P. from the 2020 and future tax rolls	\$69.30	\$76.94	\$0.00	\$146.24
170022801	2019-902143	M&M Reality Holdings LLC	MH 1983 PALM HARBOR 24X56 VIN # AS11887U&X	Per Navajo County Sheriff's Office: After diligent search they determined the unit has been in Maricopa County for several years.	\$160.52	\$122.72	\$0.00	\$283.24
					Assessor removed P.P. from the 2020 and future tax rolls	\$160.52	\$122.72	\$0.00
					ABATEMENT GRAND TOTAL:			
								\$429.48



Navajo County Sheriff's Office

"Keeping the Peace Since 1895"

David M. Clouse
Sheriff

Holbrook (928) 524-4450
www.navajocountyaz.gov

Date: 07/11/2024

To: Navajo County Treasurer's Office
Kari Lopez, Treasurer

Greetings,

Pursuant to ARS 42-19118 be advised that the personal property taxes assessed against the following personal property are uncollectible. After diligent search by the Navajo County Sheriff's Office, the owner is unlocatable and the is an unknown location. The Navajo County Assessor's office has removed this unit from all future rolls. Please abate all prior years.

Tax I. D. Number: 970010901


SEE ATTACHED

Roll Number(s): 904120	Year: 2019	Balance: \$44.49
: 904031	Year: 2018	Balance: \$48.58
: 903940	Year: 2017	Balance: \$52.25

Description of Property: MH 1997 Fleetwood/Festival
VIN# TXFLT12A6723FD12

Attached is printout for this Tax I.D. number that may show more delinquent years than is indicated above.

Respectfully,


Deputy Jerome Hepp #2223
Navajo County Sheriff's Office
Civil Division/Tax Collections

Hard Copy

Navajo County Treasurer

Owner

Wednesday, July 17, 2024

Kari Lopez

P.O. Box 668

Holbrook, AZ 86025-0668

Phone:(928) 524-4172, Fax:(928) 524-4211

ncto@navajocountyaz.gov

HUDSON STEVEN OR DARLENE
C/O DARLENE LARZELERE
PO BOX 2007
PINETOP AZ 85935

MH 1997 FLEETWOOD/FESTIVAL 14X46 VIN# TXFLT12A6723FD12

Tax ID: 970010901

Figures below based on 08/05/2024

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2019	904120	Tax	\$22.96	\$0.00	\$5.00	\$16.84	\$0.00	\$44.80
2018	904031	Tax	\$23.18	\$0.00	\$5.00	\$20.71	\$0.00	\$48.89
2017	903940	Tax	\$23.16	\$0.00	\$5.00	\$24.39	\$0.00	\$52.55
2016	903955	Tax	\$22.88	\$0.00	\$0.00	\$0.00	\$22.88	\$0.00
2015	903875	Tax	\$22.58	\$0.00	\$0.00	\$0.00	\$22.58	\$0.00
2014	903856	Tax	\$21.90	\$0.00	\$5.00	\$6.13	\$33.03	\$0.00
2013	903827	Tax	\$19.64	\$0.00	\$0.00	\$0.00	\$19.64	\$0.00
2012	904284	Tax	\$17.98	\$0.00	\$0.00	\$0.00	\$17.98	\$0.00
2011	904426	Tax	\$20.58	\$0.00	\$5.00	\$7.14	\$32.72	\$0.00
2010	904241	Tax	\$18.88	\$0.00	\$5.00	\$9.57	\$33.45	\$0.00
2009	904212	Tax	\$20.14	\$0.00	\$30.00	\$13.14	\$63.28	\$0.00
2008	904161	Tax	\$19.24	\$0.00	\$5.00	\$12.96	\$37.20	\$0.00
2007	901720	Tax	\$18.98	\$0.00	\$5.00	\$14.59	\$38.57	\$0.00
2006	901744	Tax	\$19.56	\$0.00	\$5.00	\$16.16	\$40.72	\$0.00
2005	901730	Tax	\$23.56	\$0.00	\$5.00	\$15.08	\$43.64	\$0.00
2004	901760	Tax	\$22.82	\$0.00	\$5.00	\$2.74	\$30.56	\$0.00
2003	901612	Tax	\$21.42	\$0.00	\$5.00	\$6.29	\$32.71	\$0.00
2002	901565	Tax	\$26.20	\$0.00	\$0.00	\$0.00	\$26.20	\$0.00
2001	901584	Tax	\$25.22	\$0.00	\$0.00	\$0.00	\$25.22	\$0.00
2000	1001722	Tax	\$25.50	\$0.00	\$0.00	\$0.00	\$25.50	\$0.00
1999	502599	Tax	\$25.55	\$0.00	\$0.00	\$0.00	\$25.55	\$0.00
1998	502846	Tax	\$25.45	\$0.00	\$0.00	\$0.00	\$25.45	\$0.00
1997	402444	Tax	\$25.20	\$0.00	\$30.00	\$58.38	\$113.58	\$0.00
			\$512.58	\$0.00	\$120.00	\$224.12	\$710.46	\$146.24



Navajo County Sheriff's Office

"Keeping the Peace Since 1895"

David M. Clouse
Sheriff

Holbrook (928) 524-4450

www.navajocountyaz.gov

Date: 06/27/2023

To: Navajo County Treasurer's Office
Kari Lopez, Treasurer

RECEIVED
JUL 24 2024
BY: _____

Greetings,

Pursuant to ARS 42-19118 be advised that the personal property taxes assessed against the following personal property are uncollectible. After diligent search by the Navajo County Sheriff's Office, the unit has been in Maricopa County for several years. The Navajo County Assessor's Office has removed this unit from future tax rolls. Please abate all prior tax years.

Tax I. D. Number: 170022801

SEE ATTACHED

Roll Number(s): 902143

Year: 2019

Balance: \$281.10

Description of Property: MH 1983 PALM HARBOR 24X56
VIN# AS11887&X

Attached is printout for this Tax I.D. number that may show more delinquent years than is indicated above.

Respectfully,

Deputy Jerome Hepp #2223
Navajo County Sheriff's Office
Civil Division/Tax Collections

Hard Copy

Thursday, July 25, 2024

Navajo County Treasurer

Owner

Kari Lopez

P.O. Box 668

Holbrook, AZ 86025-0668

Phone:(928) 524-4172, Fax:(928) 524-4211

ncto@navajocountyaz.gov

M & M REALITY HOLDINGS LLC

MH 1983 PALM HARBOR 24X56 VIN# AS11887U&X

PO BOX 310

LAKESIDE AZ 85929-0310

Tax ID: 170022801

Figures below based on 08/05/2024

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2019	902143	Tax	\$160.52	\$0.00	\$5.00	\$117.72	\$0.00	\$283.24
2018	902216	Tax	\$162.54	\$0.00	\$5.00	\$13.00	\$180.54	\$0.00
2017	902333	Tax	\$154.62	\$0.00	\$5.00	\$37.11	\$196.73	\$0.00
			\$477.68	\$0.00	\$15.00	\$167.83	\$377.27	\$283.24



Board of Supervisors Regular

1. h.

Meeting Date: 08/13/2024

Title: Amendment No. 1 to the Code Enforcement Facility Contract No. B23-06-014

Submitted For: Grant Evans, Capital Projects Manager

Submitted By: Jeanine Carruthers, Deputy Director Administration

Department: Public Works

Motion before the Board:

Amendment Number 1 to the Code Enforcement Facility Contract #B23-06-014 extends the contract with JWA Architects, LLC one additional year from September 12, 2024, through September 11, 2025

Background:

On September 12, 2023, the Board of Supervisors approved the Contract with JWA Architects, LLC for architectural and engineering services for the Navajo County Code Enforcement Facility project. This amendment extends the contract one additional year (September 12, 2024 through September 11, 2025).

Attachments

Amendment No. 1

Form Review

Inbox

Brandt Clark

Public Works Director

Form Started By: Jeanine Carruthers

Final Approval Date: 08/01/2024

Reviewed By

Brandt Clark

Madhav Mundle

Date

08/01/2024 09:54 AM

08/01/2024 02:55 PM

Started On: 07/29/2024 08:39 AM



NAVAJO COUNTY

“Proudly Serving, Continuously Improving”

CONTRACT AMENDMENT NO. 1
CONTRACT FOR PROFESSIONAL SERVICES
 “Code Enforcement Facility, Contract No. B23-06-014”

In accordance with the provisions of the above-referenced contract, the terms and conditions are hereby amended as follows:

1. **Term and Renewal:** The above contract is hereby mutually extended, September 12, 2024 through September 11, 2025, unless terminated, canceled or extended as otherwise provided in the contract.

Except as expressly amended herein, the above-referenced contract is hereby ratified and reaffirmed.

Please signify your acceptance of this amendment by signing and returning to the above address, attention Jeanine Carruthers, as soon as possible.

Tim Whiteside, Partner
 JWA Architects, LLC
 17 N. San Francisco Street, # 3A
 Flagstaff, AZ 86001

Contractor hereby acknowledges receipt of and agreement with this amendment. A signed copy must be filed with the Navajo County Public Works Department. If you need to make changes to your address, correct the address above and initial.	The above referenced Contract Amendment is hereby executed this 13th day of August 2024, at Holbrook, Arizona.
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="display: flex; justify-content: space-between;"> Signature Date </div> <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Chairman, Navajo County Board of Supervisors
Typed/Printed Name and Title	



Board of Supervisors Regular

1. i.

Meeting Date: 08/13/2024

Title: Contract No. B23-02-003 Concho Highway Final Design, Amendment No. 1

Submitted For: Madhav Mundle, Public Works Director

Submitted By: Jeanine Carruthers, Deputy Director Administration

Department: Public Works

Motion before the Board:

Contract Number B23-02-003 Concho Highway Final Design, Amendment No. 1

Background:

Amendment No. 1 to Contract No. B23-02-003 Concho Highway Final Design extends the contract one additional year (June 27, 2024 - June 26, 2025), and adds additional items to the scope of work to modify the project plans, specifications and estimate to include additional services to be provided for final design and post design. This amendment will increase the contract an additional sum of a not to exceed \$11,940.00 for a total contract price of \$101,962.50.

Attachments

Contract Amendment No 1

Form Review

Inbox	Reviewed By	Date
Brandt Clark	Brandt Clark	07/17/2024 11:20 AM
Public Works Director	Madhav Mundle	07/17/2024 01:52 PM
Form Started By: Jeanine Carruthers		Started On: 06/21/2024 10:22 AM
Final Approval Date: 07/17/2024		



Navajo County Public Works

CONTRACT AMENDMENT NO. 1 CONTRACT FOR PROFESSIONAL SERVICES

“Concho Highway Final Design, Contract No. B23-02-003”

In accordance with the provisions of the above-referenced contract, the terms and conditions are hereby amended as follows:

1. **Term and Renewal:** The above contract is hereby mutually extended, June 27th, 2024 through June 26th, 2025, unless terminated, canceled or extended as otherwise provided in the contract.
2. **Services:** The services are hereby amended to include additional services for the Concho Highway Final Design as described in the Scope of Work for the Proposed Contract Modification #1 dated May 14, 2024, and those additional items set forth in the Consultant’s cost proposal dated May 14, 2024.
3. **Payment:** The contract price is hereby amended for the additional sum of a not-to-exceed eleven thousand nine hundred forty dollars (\$11,940.00), for a total contract price of not-to-exceed one hundred one thousand nine hundred sixty-two dollars and fifty cents (\$101,962.50).

Except as expressly amended herein, the above-referenced contract is hereby ratified and reaffirmed.

Please signify your acceptance of this amendment by signing and returning this amendment to the address listed below, attention Stevie Studer, as soon as possible.

Taylor Ehrick
 Kimley-Horn and Associated, Inc.
 7740 N 16th Street, Suite 300
 Phoenix, AZ 85020

<p>Contractor hereby acknowledges receipt of and agreement with this amendment. A signed copy must be filed with Navajo County. If you need to make changes to your address, correct the address above and initial.</p>	<p>The above referenced Contract Amendment is hereby executed this 13th day of August 2024, at Holbrook, Arizona.</p>
<p>_____ Signature Date</p> <p>_____ Typed/Printed Name and Title</p>	<p>_____ Chairman, Navajo County Board of Supervisors</p>



May 14, 2024

Will Flake, P.E.
Navajo County Public Works
100 W Public Works Drive
PO Box 668
Holbrook, AZ 86025

Re: Contract No. B23-02-003
Project Name: Concho Highway Final Design
Contract Modification No. 1

Will,

We submit herewith our proposal for a contract modification request for additional services necessary for the above-referenced project. Documentation of the scope of services and derivation of the fees are attached. All salaries and rates are in line with the contract.

We trust that you will find our submittal in order. Should you have any questions, please contact me at (602) 906-1151.

Sincerely,

A handwritten signature in black ink, appearing to read "JH EM", written over a horizontal line.

Taylor Ehrick, P.E.
Kimley-Horn and Associates, Inc.
Project Manager

**Navajo County Contract No. B23-02-003
Concho Highway Scoping and Final Design
Project No. B23-02-003**

May 14, 2024

SCOPE OF SERVICES

Proposed Contract Modification No. 1

This section contains Kimley-Horn and Associates, Inc. (“Kimley-Horn”) scope of services and assumptions in developing our fee proposal. These assumptions were developed to provide an understanding of the Scope of Services.

This pavement rehabilitation project is located along Concho Highway starting at the Town of Snowflake, AZ limits on the west end and extending east to the White Antelope Road Intersection. The original scope consists of rehabilitating the existing pavement, including milling and filling the asphaltic concrete surface from the Town of Snowflake Limits to the White Antelope Road intersection.

After the project advertised for construction, Navajo County requested Kimley-Horn to issue an addendum to modify the project plans, specifications and estimate to include extending the existing box culvert located at milepost (MP) 3.70.

This proposed contract modification covers additional services to be provided by Kimley-Horn for final design of the box culvert extension.

This proposed contract modification also includes post design services to be provided by Kimley-Horn during the construction phase of the project.

Task 8 – Roadway Design

Kimley-Horn will prepare final design for the extension of the existing box culvert at MP 3.70 and will consist of the following:

- Revisions to the cover sheet and typical section sheet
- One box culvert extension plan and profile sheet
- One plan sheet for proposed guardrail
- Ten sheets for ADOT Standard Details

The plans will be updated with comments received, addressed, and submitted.

Task 18 – Construction Phase Services

Consultant will provide the construction phase services specifically stated below:

- A. Preconstruction Meeting: The Consultant will attend the preconstruction meeting via teleconference. Up to 2 people from the Consultant will attend the 2-hour preconstruction meeting.
- B. Requests for Information (RFIs): Consultant will respond to reasonable and appropriate Contractor requests for information made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by the County. The Consultant has included up to a total of 3 RFI reviews with this scope of services.
- C. Consultant will review and take appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.

The Consultant has included a total of up to 3 submittal reviews with this scope of services. It is assumed no site visits will be required thus no site visits are included with this scope of services.

- D. Consultant will prepare a record drawing showing significant changes reported by the contractor or made to the design by Consultant. Record drawings are not guaranteed to be as-build but will be based on information made available. The Consultant shall archive all CAD files and submit to Navajo County a CD containing electronic CAD files.

The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the County a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant

neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

Additional Services

Items not covered by the preceding scope shall be considered additional services. Kimley-Horn will provide additional services upon receipt of written authorization from you pending agreement between Navajo County and Kimley-Horn regarding scope, cost and schedule. Additional services could include, but are not limited to, the following:

1. Additional survey
2. Environmental Studies
3. Public meeting
4. Additional Meetings and Coordination
5. Site Visits

Concho Highway Final Design - Contract Modification No. 1
 Project No. B23-02-003

Contract No. B23-02-003
 KHA Project No. 291915000

DERIVATION OF COST PROPOSAL SUMMARY

DIRECT LABOR

CLASSIFICATION	PERSON HOURS	BILLING RATE/HOUR	TOTAL
Project Manager	18	\$ 250.00	\$ 4,500.00
Senior Engineer	1	\$ 300.00	\$ 300.00
Engineer	18	\$ 210.00	\$ 3,780.00
Designer	21	\$ 160.00	\$ 3,360.00
	58 Hours		
	Subtotal		\$ 11,940.00

DIRECT EXPENSES

Travel	\$ -	
Miscellaneous Expenses	\$ -	
Total Expenses		\$ -

OUTSIDE SERVICES AND CONSULTANTS

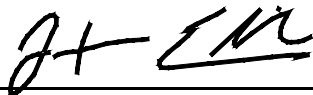
Firm	Cost	Compensation Method
Ethos Engineering, LLC (DBE)	\$ -	LS
Painted Sky Engineering and Survey (DBE)	\$ -	LS
Total Outside Services		\$ -

TOTAL LUMP SUM COST

\$ 11,940.00

CONTRACT TIME

150 Calendar Days



Consultant Firm Signature

May 14, 2024

Date

May 14, 2024

Concho Highway Final Design - Contract Modification No. 1

Project No. B23-02-003



Contract No. B23-02-003

KHA Project No. 291915000

STAFF HOUR SUMMARY

SCOPE SECTION / TASK					Totals
	Project Manager	Senior Engineer	Engineer	Designer	Hours
	\$ 250.00	\$ 300.00	\$ 210.00	\$ 160.00	
Task 8 - Roadway Design	4	1	6	18	29
Task 18 - Construction Phase Services	14	-	12	3	29
Totals	18	1	18	21	58

May 14, 2024

Concho Highway Final Design - Contract Modification No. 1

Project No. B23-02-003



Contract No. B23-02-003

KHA Project No. 291915000

STAFF HOURS

TASK	Scale	No Shts	Hours/Sheet	Project Manager	Senior Engineer	Engineer	Designer	Total	
Task 8 - Roadway Design									
DESIGN AND MODELING									
GENERAL SHEETS									
8	Face Sheet and Typical Sections		2	1				2	
	Face Sheet Revisions		1				1	1	
	Typical Section Revisions		1				1	1	
CIVIL SHEETS									
8	New Plan Sheets		12	2				19	
	Box Culvert Plan and Profile Sheet		1	9	1	1	1	6	
	Guardrail Plan Sheet		1	8	1		1	6	
	ADOT Detail Sheets		10	0				2	
8	Quantity Take-offs and Design Documentation		-	-	1	-	-	2	
	Take-off Roadway Quantities (1 Submittals)				1			2	
8	Special Provisions, including Stored Specs		-	-	1	-	4	5	
	Revise Special Provisions, Construction Schedule and Contract Time				1		4	5	
Subtotal			14		4	1	6	18	29

May 14, 2024

Concho Highway Final Design - Contract Modification No. 1

Project No. B23-02-003



Contract No. B23-02-003

KHA Project No. 291915000

STAFF HOURS

TASK		Scale	No Shts	Hours/Sheet	Project Manager	Senior Engineer	Engineer	Designer	Total
Task 18 - Construction Phase Services									
18	Meetings				2	-	2	-	4
	Preconstruction Meeting (Virtual)				2		2		4
18	RFIs				1	-	3	-	4
	Answer RFIs/Contractor Questions (up to 3 total RFIs)				1		3		4
18	Shop Drawings / Submittals				2	-	5	-	7
	Box culvert Submittal				1		3		4
	Miscellaneous Submittals (up to 2)				1		2		3
18	Record Drawings				4	-	2	3	9
	Review Redlined Set				1		1		2
	Prepare Record Drawings				1		1	2	4
	Review Record Drawings with Navajo County				1				1
	Revise Record Drawings and Submit				1			1	2
18	Contract Administration				5	-	-	-	5
	Project Admin (5 months @ 1 hour/month)				5				5
Subtotal					14	-	12	3	29
Totals					14	1	18	21	58



Board of Supervisors Regular

1. j.

Meeting Date: 08/13/2024

Title: Contract Amendment No. 1 Delivery and Application of Magnesium Chloride, Contract # B23-07-001

Submitted For: Madhav Mundle, Public Works Director

Submitted By: Alexandria Porras, Administrative Specialist

Department: Public Works

Motion before the Board:

Contract Amendment No. 1 Delivery and Application of Magnesium Chloride, Contract # B23-07-001 with Desert Mountain Corporation extends the contract one additional year (August 22, 2024, through August 21, 2025)

Background:

On August 22, 2023 the Board of Supervisors awarded this contract to Desert Mountain Corporation. Public Works Department is currently utilizing this contract to stabilize the subgrade of County's unpaved local roads. This contract has worked well for the department. Contract Amendment No. 1 will extend this contract one additional year at the current contract rates.

Fiscal Impact

Fiscal Year: FY 25

Budgeted Y/N: Y

Amount Requested:

Fiscal Impact:

Funds are budgeted in the FY25 budget under road maintenance.

Attachments

Contract Amendment No 1

County Concurrence

Desert Mountain Concurrence

Form Review

Inbox	Reviewed By	Date
Jeanine Carruthers	Jeanine Carruthers	08/01/2024 09:13 AM
Brandt Clark	Brandt Clark	08/01/2024 09:57 AM
Public Works Director	Madhav Mundle	08/01/2024 02:57 PM
Form Started By: Alexandria Porras		Started On: 07/31/2024 10:30 AM
Final Approval Date: 08/01/2024		



Navajo County Public Works Department

**CONTRACT AMENDMENT NO. 1
Delivery and Application of Magnesium Chloride, Magnesium
Chloride/Lignin Blend and Lignin
Contract # B23-07-001**

In accordance with the provisions of the above-referenced contract, the terms and conditions are hereby amended as follows:

1. **CONTRACT EXTENSION**: The above contract is hereby mutually extended August 22, 2024 through August 21, 2025, unless terminated, canceled or extended as otherwise provided in the contract.

Except as expressly amended herein, the above-referenced contract is hereby ratified and reaffirmed.

Please signify your acceptance of this amendment by signing and returning to the above address attention Alexandria Porras, as soon as possible.

Paul Bessey, President
Desert Mountain Corporation
P.O. BOX 1633
Kirtland, NM 97417

<p>Contractor hereby acknowledges receipt of and agreement with this amendment. A signed copy must be filed with the Navajo County Public Works Department. If you need to make changes to your address, correct the address above and initial.</p>	<p>The above referenced Contract Amendment is hereby executed this 13th day of August 2024 at Holbrook, Arizona.</p>
<p>Signature _____ Date _____</p>	<p>Chairman, Board of Supervisors</p>
<p>Typed/Printed Name and Title</p>	

Alexandria Porras

From: Rick Denton
Sent: Friday, July 26, 2024 12:55 PM
To: Alexandria Porras
Subject: RE: Mag Chloride

Would like to renew.

From: Alexandria Porras <Alexandria.Porras@navajocountyaz.gov>
Sent: Wednesday, July 24, 2024 10:31 AM
To: Rick Denton <Ricky.Denton@navajocountyaz.gov>
Subject: Mag Chloride

Good morning,

The magnesium chloride contract with Desert Mountain Corporation is due to expire on 8/21/2024, would you like to renew or rebid this contract?

Thank you,
Alexandria Porras
Purchasing & Account Specialist
Navajo County Public Works

[We are Navajo County](#)

100 West Public Works Drive

P. O. Box 668 | Holbrook AZ 86025

Phone (928) 524-4124 | Fax (928) 524-4122

[NavajoCountyAZ.gov](#) | [facebook/NavajoCounty](#)

alexandria.porras@navajocountyaz.gov

Teamwork | Accountability | Integrity | Excellence | Innovation

Alexandria Porras

From: Landon Dipprey [REDACTED]
Sent: Wednesday, July 31, 2024 8:08 AM
To: Alexandria Porras
Subject: Re: Contract B23-07-001 Magnesium Chloride
Attachments: Outlook-bego34eg; Outlook-vjedvwo

You don't often get email from l.dipprey@desertmtncorp.com. [Learn why this is important](#)

Caution: This email originated from outside of Navajo County.

Alexandria,

Yes, we would like to renew at those rates.

Thank you,

***Please note email changes and update contact information to: l.dipprey@desertmtncorp.com**

Landon Dipprey
Account Manager



www.desertmtncorp.com

Dust Control - Road & Soil Stabilization - Ice Melts - Pothole Patch



Innovative Mining Haul Road & Tailings Solutions Corporation

Follow Desert Mountain Corporation on...



From: Alexandria Porras <Alexandria.Porras@navajocountyaz.gov>

Sent: Tuesday, July 30, 2024 2:10 PM

To: Landon Dipprey [REDACTED]

Subject: Contract B23-07-001 Magnesium Chloride

The above reference contract is due to expire on 8/21/24. Would Desert Mountain be interested in renewing for 1 additional year at the current contract rates? If you could let me know I would appreciate that.

Thank you,

Alexandria Porras
Purchasing & Account Specialist
Navajo County Public Works

[We are Navajo County](#)

100 West Public Works Drive

P. O. Box 668 | Holbrook AZ 86025

Phone (928) 524-4124 | Fax (928) 524-4122

NavajoCountyAZ.gov | [facebook/NavajoCounty](https://facebook.com/NavajoCounty)

alexandria.porras@navajocountyaz.gov

Teamwork | Accountability | Integrity | Excellence | Innovation

ATTENTION!

"Please verify that this email has been sent from the desertmtncorp.com domain."

The contents of this email and any attachments are confidential. They are intended for the named recipient(s) only. If you have received this email by mistake, please notify the sender immediately and do not disclose the contents to anyone or make copies thereof.



Board of Supervisors Regular

1. k.

Meeting Date: 08/13/2024

Title: Second Amendment to Comapp, Combined Public Communications, and Navajo County Contract

Submitted For: David Clouse, Sheriff

Submitted By: Kimberley Willis, Sheriff's Office Finance Manager

Department: Sheriff

Motion before the Board:

Second Amendment to the Contract between Comapp Technologies, Combined Public Communications LLC, and Navajo County for additional investigative tools, including a comprehensive data analysis system and transcription

Background:

An amendment to the original contract effective 11/1/2019 between Comapp Technologies, Combined Public Communications, and Navajo County, AZ, was approved on 4/23/2024. This amendment extended the contract by two additional years as well as approval of the utilization of an in-pod kiosk, handheld inmate communication, in-pod charging solution, and remote mail scanning solution all at no charge to the County. This 2nd amendment to the contract offers even more additional investigative tools, including a comprehensive data analysis system and a transcription program (CPC-ITB and TALL) also at no additional charge.

Attachments

2nd Amendment to CPC Contract

1st Amendment to CPC Contract

Form Review

Inbox

Brandt Clark

Kimberly Willis (Originator)

Form Started By: Kimberley Willis

Final Approval Date: 08/06/2024

Reviewed By

Brandt Clark

Melissa Buckley

Date

08/01/2024 09:53 AM

08/06/2024 12:07 PM

Started On: 07/12/2024 08:47 AM



**AMENDMENT TO CONTRACT BETWEEN
COMAPP TECHNOLOGIES, COMBINED PUBLIC COMMUNICATIONS AND
NAVAJO COUNTY ARIZONA**

THIS is the SECOND AMENDMENT to the Contract between Comapp Technologies, LLC partnered with Combined Public Communications, LLC (hereafter referred to as "Contractor") and Navajo County (hereafter "County") to provide Inmate Telephone and Video Visitation Services with an effective date of November 1st, 2019 (hereinafter "Contract").

RECITALS

WHEREAS, on or about November 1st, 2019, the Contractor and the County entered into a Contract, awarded based upon the Contractors response to RFP #B19-07-009, wherein Contractor would provide phone, video visitation, E-mail, and tablet services to the County.

WHEREAS, the Period of Contract pursuant to RFP #B19-07-009 was for a period of five (5) years beginning November 1st, 2019 through October 31st, 2024.

WHEREAS, County and Contractor wish to amend the Contract.

NOW, THEREFORE, the parties to this Contract do agree as follows:

Additional Investigative Tools:

Contractor can provide the County with additional investigative tools that can be added to the ITS solution.

CPC-ITB 2.0 is a comprehensive data analysis system that allows investigators to analyze data from multiple sources to create actionable intelligence. This system seamlessly integrates voice biometrics, translation, and transcription.

CPC-ITB 2.0 includes both programs below and is offered to the County at no additional cost.

1. Voice Print Speaker Identification Program (CPC-ITB):

County currently utilizes the Voice Print Speaker Identification Program. This program determines voice print PIN sharing events.

2. Transcribe ALL (TALL) Program:

In addition to utilizing the Voice Print Speaker Identification Program (CPC- ITB), County can be provided the Transcribe all (TALL) portion of the program. The TALL program transcribes and translates into English; all calls are indexed for keyword search.

County should initial one of the following options regarding the additional investigative tools:

_____ Option 1: County agrees to continue to utilize the CPC-ITB program with the addition of the TALL program at no additional cost to the County.

_____ Option 2: County is not interested in utilizing TALL at this time.



This written amendment shall constitute understanding of the parties and all prior contracts and understandings are merged herein. The Original Contract and this Amendment shall not be modified, changed or altered in any respect except in writing signed by Contractor and County.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives. --

COUNTY

CONTRACTOR

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____



**AMENDMENT TO CONTRACT BETWEEN
COMAPP TECHNOLOGIES, COMBINED PUBLIC COMMUNICATIONS AND
NAVAJO COUNTY ARIZONA**

THIS is the FIRST AMENDMENT to the Contract between Comapp Technologies, LLC partnered with Combined Public Communications, LLC (hereafter referred to as "Contractor") and Navajo County (hereafter "County") to provide Inmate Telephone and Video Visitation Services with an effective date of November 1st, 2019 (hereinafter "Contract").

RECITALS

WHEREAS, on or about November 1st, 2019, the Contractor and the County entered into a Contract, awarded based upon the Contractors response to RFP #B19-07-009, wherein Contractor would provide phone, video visitation, E-mail, and tablet services to the County.

WHEREAS, the Period of Contract pursuant to RFP #B19-07-009 was for a period of five (5) years beginning November 1st, 2019 through October 31st, 2024.

WHEREAS, County and Contractor wish to amend the Contract.

NOW, THEREFORE, the parties to this Contract do agree as follows:

Contract Term:

Both parties agree to extend the Contract period pursuant to Section 1.B of RFP #B19-07-009 by two (2) one-year extensions, at the County's option. This extension term will begin November 1st, 2024 and end on October 31st, 2026 under the same terms and conditions set forth in the accepted Contract for Telephone and Video Visitation Services awarded via RFP #B19-07-009.

Contractor is providing a.) a multifunction in-pod kiosk solution, which will include forms and grievances; b.) the handheld inmate communication, entertainment & education solution; c.) in pod charging solution for all handheld devices ; and d.) a remote mail scanning solution based on both parties' agreement to extend the initial contract term as described above.

Contractor Equipment:

The Offering and all associated equipment installed under this Contract shall remain the sole and exclusive property of Contractor. County will promptly report to Contractor misuse, destruction, or vandalism of all systems and associated equipment related to the Offering. County will not use the Offering for County's business purposes nor list or advertise in any manner the telephone numbers of the Offering without the prior written consent of Contractor.

The amount of equipment in the Offering was calculated prior to a walk thru, should a walk thru require additional equipment or electrical services, it may be necessary to renegotiate or write an amendment to cover the additional equipment and any necessary electrical installation.

Contractor will provide, install, and maintain the educational and entertainment solution, associated operational hardware, in-pod charging stations for the handheld devices. Additionally, Contractor will provide County staff training, ongoing service, support, and maintenance of the handheld device and video visitation platform. Contractor will review handheld device usage ninety (90) days after installation and determine if the initial number of handheld devices should be increased based on usage. If Contractor determines additional handheld devices are required, Contractor reserves the right to determine the number of additional handheld devices and will provide those at no cost to the County. Additionally, and at no cost



to County, Contractor will provide up to twenty five percent (25%) of the initial number of deployed handheld devices per year to cover normal wear and tear as determined by Contractor.

If additional devices are requested above and beyond the initial number determined by Contractor for reasons other than usage, those will be provided at a rate of five hundred dollars (\$500.00) per handheld device and two hundred dollars (\$200.00) per handheld mini device. If an inmate damages a handheld device or a handheld mini device, Contractor can provide an invoice at the County's request in which they can choose to place that debt on the inmate's trust account.

Contractor will retain ownership of all video visitation equipment, handheld devices and associated hardware and software. Contractor shall have the discretion to select brand, type, and other specifications of the handheld devices, including the specific services and applications available on the handheld devices and may replace, upgrade, or substitute the handheld devices any time during the contract.

County will provide a secure area for a tub and/or cart to store and charge spare handheld devices provided by the Contractor, as well as electric (AC) to charge spare devices, at no charge to Contractor. Additionally, County will provide the labor to check the handheld devices in/out and keep the spare handheld devices charged and ready for distribution should they be needed to replace a nonfunctioning device. County shall exercise reasonable care to prevent damage or destruction of handheld devices. County shall notify Contractor of any misuse, destruction, damage, loss, or vandalism to the handheld devices as soon as practicable. County or its agents shall not (a) alter, modify, repair, enhance or modify the handheld devices or any software thereon (b) connect the handheld devices to any software or products not provided and approved by Contractor, or (c) allow any third party to do any of the above.

Commission Overview:

The following applies to all commissioned products listed in this amendment and prior written contracts merged herein. If the County's current average daily population (ADP) count of two hundred twenty-five (225) decreases by fifteen (15%) percent or more over a three (3) month period, Contractor reserves the right to renegotiate this commission upon thirty (30) days advanced notice to County.

ITS Rate & Commission:

Contractor will charge telephone rates allowed by tariff, if applicable. The rates may be amended by Contractor and the County.

Contractor will continue to pay County a minimum annual guarantee (MAG) as described below for the extended agreement term and any subsequent renewal terms.

Feature	Rate	Commission*
Prepaid calling within the US	\$0.20/minute	A minimum annual guarantee (MAG) of one hundred fifty thousand dollars (\$150,000.00) based upon a.) the facility's average daily population (ADP)**and b.) full implementation, activation and usage of all contracted services.***
Prepaid International Calling	Rates will vary by country called. A list of countries and costs will be supplied to customer	

*The minimum annual guarantee (MAG) of one hundred fifty thousand dollars (\$150,000.00) will continue be allocated at twelve thousand five hundred dollars (\$12,500.00) per month. The MAG will continue to be subject to an adjustment on an annual basis based on seventy-two percent (72%) of all prepaid talk time usage. Contractor will pay one of the following: a.) the ITS percentage commission rate in the form of a one-time adjustment payment within 30 days of the end of each annual term. or b.) the minimum annual guarantee (MAG), whichever is greater.



****The MAG payments and annual adjustment are based on the Customer's current average daily population (ADP) count of two hundred twenty-five (225). If the ADP decreases fifteen percent (15%) or more over a three (3) month period, Contractor reserves the right to renegotiate this monthly guaranteed payment upon thirty (30) days advanced written notice to Customer.**

*****The MAG payments include and are dependent on the full implementation, activation, and usage of the Inmate Telephone System (ITS), CPCView Remote Video Visitation, Email, Inmate Messaging System (Chirping) and the AXXS education & entertainment solution.**

See CPC View Rate section for Remote Video Visitation and Email rates. See AXXS Rates section for inmate entertainment and education rates. See the Inmate Messaging Agreement for inmate messaging rates and compensation.

CPC View:

Contractor will provide, install, and maintain the CPC View In-Pod Kiosk Solution to replace County's current in-pod technology. This solution includes up to four (4) View lobby units, seventeen (17) wall-mounted (tablet) View in-pod units, stools as needed, and required bandwidth. The equipment will always remain the property of Contractor.

The CPC View In-Pod Solution will also include access to CPC Forms and Grievances.

Video Visitation

Feature	Rate
Onsite Video Visitation	n/a
Remote Video Visitation	\$0.20/min

Email

Feature	Rate
Email	\$0.50/email

Contractor Responsibilities

Contractor will provide and install the CPC View units and associated operational hardware, provide ongoing service, support and maintenance throughout the term of the Contract.

County Responsibilities:

It is the County's responsibility to stop, block, or reprimand behavior for videos, emails, email attachments, or any other communication passed on the View System that is considered to be inappropriate by the County.

Remote Video Visitation Storage

Contractor will store remote video visits for ninety (90) days. County can download recorded visits they want to store longer than ninety (90) days to County owned computers.

Fast Case Law Library

Contractor will provide the County access to Fast Case Law Library Service (Service) at no cost to the County. County should initial one of the following options regarding this technology:

Option 1: County wishes to utilize this Service on CPC-View and/or AXXS Handheld Devices.



_____ Option 2: Customer is not interested in utilizing this Service.

Inmate Messaging System

See Inmate Messaging Service (Chirping) agreement signed by the County on December 3rd, 2019 for additional information related to the Inmate Messaging System.

Contractor agrees to provide the inmate messaging device at a minimum of sixty (60%) percent of the current average daily population of two hundred twenty-five (225).

The amount of equipment in the Offering was calculated prior to a walk thru, should a walk thru require additional equipment or electrical services, it may be necessary to renegotiate or write an amendment to cover the additional equipment and any necessary electrical installation.

Inmate Messaging Service implementation, activation and usage is based on sixty percent (60%) of the inmate population utilizing the Inmate Chirping Service daily. Inmates must have the ability to utilize this service for a minimum of twelve (12) hours a day, seven (7) days a week. If less than sixty percent (60%) of inmate population is utilizing the chirpers, or inmates are unable to have access to the service for a minimum of twelve (12) hours a day, seven (7) days a week, the Inmate Communication Services Contractor reserves the right to adjust the proposed ITS commission within thirty (30) day notice.

AXXS Rates & Commission

Contractor will provide, install, and maintain an inmate handheld communication, education, and entertainment solution to replace the County's current handheld technology. This solution will include the AXXS mini handheld devices at a ratio of 1:2, up to fourteen (14) non-locking, wireless in-pod charging stations. The equipment will always remain the property of Contractor.

The AXXS mini handheld device will also include access to CPC View video visitation, inmate email, and calling.

Feature	Rate	Commission
AXXS Inmate Education and Entertainment (IEE) Non-online reading material & courses, entertainment, etc	\$0.05/minute**	n/a
AXXS Handheld Calling	See current calling rates + \$0.05/minute handheld device rate	See ITS commission

*such commission is net of licensing and network costs, excludes applicable taxes/fees/surcharges and free content usage.

**This rate applies to all paid AXXS handheld entertainment services and does not include additional costs for premium services. Educational services provided on the AXXS Handheld Devices are provided at no cost to the inmate subject to a daily usage limit. Contractor maintains the ability to adjust the rate per minute for AXXS handheld devices.

Contractor has the ability to recover and reclaim unused handheld devices at Contractor's discretion.

Disclaimer of Warranties

The handheld devices are provided "AS IS" without warrant of any kind. County understands that all information used and obtained in connection with the AXXS Handheld Device applications is provided "AS



IS". County acknowledges that content is subject to availability and is subject to change at Contractor's discretion.

Contractor does not warrant or guarantee the correctness, completeness, legality, merchantability, or fitness for a particular purpose of the selected content. Contractor does not warrant that handheld device services will meet all County requirements or be error free. For issues or defects such as common "bugs" or similar problems, along with feature requests, a case is created and sent to Contractor's development team. The case is placed on a list for Contractor's programmers who deploy fixes and upgrades based on priority.

Although Contractor makes its best effort to secure all AXXS Handheld Devices by utilizing device, application and network level security, it does not warrant or guarantee network access security will be maintained in locations that utilize unsecure wireless networks or broadcast open SSID's as part of the County's owned, preexisting, or future network infrastructure as well as facility staff personal communication devices capable of broadcasting an unsecure SSID (hotspot). Additionally, Contractor advises the County that all such networks be secured through encrypted authentication for all internal wireless networks that reside within the County's facility prior to installation of any handheld devices.

The County is solely responsible for maintaining network security for owned, preexisting, or future wireless networks as well as facility staff personal communication devices capable of broadcasting an unsecure SSID (hotspot). Any open wireless network breach, whether it is maintained or not by the County, on an AXXS Handheld Device cannot be used to claim a material breach of the entire or any part of the current Contractor services contract(s) as it resides outside of Contractor's direct control and Contractor's internally maintained network infrastructure required to provide services.

TextBehind

Contractor will provide the County with TextBehind offsite document scanning (Service). The cost of the Service is based on the average daily population (ADP) of two hundred twenty-five (225) inmates at one dollar (\$1.00) per inmate per month for a total of two hundred twenty-five dollars (\$225.00) per month. The total monthly service fee will be deducted from the county's monthly commission. This Service is subject to a monthly ADP adjustment.

County should initial one of the following options regarding this technology:

Option 1: County agrees to utilize TextBehind offsite document scanning.

Option 2: County is not interested in utilizing TextBehind offsite document scanning.

Contractor Responsibilities:

1. All physical inmate personal mail will be processed by our vendor and made available for review by correctional facility staff before being accessible to inmate on Contractor provided hardware solutions.
2. Contractor will be responsible for installation, maintenance, support and supplies related to the scanning service.
3. Contractor will provide facility administrative access to the web-based mail management portal for approval, redaction or rejection of inbound physical mail scans or digitally composed mail.
4. Contractor will provide initial training on the system's web-based mail management portal.
5. Investigative tools, including word and phrase search, will be provided for digitally composed mail via administrative access.
6. Digital scans of physical mail will be available via the web portal within 24 hours of receipt and will be archived for the length of the Inmate Telephone and Video Visitation Service Contract or seven (7) years, whichever is sooner.



7. Physical mail will be retained for thirty (30) days, at which time it will be shredded and recycled in a secure manner.
8. Contractor will provide document service education materials to facility for distribution to inmate, friends and family.

County Responsibilities:

9. County shall relay to public the new mail reception address (local P.O. Box) for the facility. This address will be provided to the customer by Contractor.
10. It is the responsibility of the County to determine which facility personnel should have user access to the mail management software. In addition, County will dictate which access rights that should be assigned to individual users.
11. It shall be the sole responsibility of the County's mailroom staff to stop, block, or reprimand behavior for mail, emails, email attachments, or any other communication passed on the system that is considered to be inappropriate by the County. Under no circumstance will Contractor be responsible for the content passed through the system.
12. County will continue to handle all legal mail.

This written amendment shall constitute understanding of the parties and all prior contracts and understandings are merged herein. The Original Contract and this Amendment shall not be modified, changed or altered in any respect except in writing signed by Contractor and County.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives.

COUNTY

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Justin Whiting
Justin Whiting
Chairman
4/23/2024

CONTRACTOR

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

James E. Crouch
JAMES E. CROUCH
Regional Sales Manager
4/25/24



Board of Supervisors Regular

1. 1.

Meeting Date: 08/13/2024

Title: Cancel and Appoint USD November 2024 Election

Submitted By: Rayleen Richards, Elections Director

Department: Elections

Motion before the Board:

Adopt Resolution Number 29-2024, canceling the election for Winslow USD #1 (3 Board members), Joseph City USD #2 (3 Board Members), Holbrook USD #3 (Wards #3, 4 and 5), Snowflake USD #5 (3 Board Members), Cedar USD #25 (5 Board Members); Blue Ridge USD #32 (3 Board Members); NATIVE (Board Members for Kayenta USD #27 and Pinon USD #4); NAVIT (Board Members for Joseph City USD #2, Holbrook USD #3, Snowflake USD #5, Heber-Overgaard USD #6, Show Low USD #10 and Whiteriver USD #20); pursuant to A.R.S. §15-424 (E)

Background:

15-424. [Election of governing board members; terms; statement of contributions and expenditures](#)

E. If only one person files a nominating petition or nomination paper for a write-in candidate for an election to fill a district office, the board of supervisors, not earlier than one hundred five days before the election, may cancel the election for the position and appoint the person who filed the nominating petition or nomination paper to fill the position. If no person files a nominating petition or nomination paper for an election to fill a district office, the board of supervisors, not earlier than one hundred five days before the election, may cancel the election for that office and that office is deemed vacant and shall be filled as provided in section 15-302. A person who is appointed pursuant to this subsection is fully vested with the powers and duties of the office as if elected to that office.

Attachments

USD C&A Resolution 2024

Form Review

Inbox	Reviewed By	Date
Jason Moore	Jason Moore	07/25/2024 01:38 PM
Elections Director	Rayleen Richards	07/26/2024 10:08 AM
Form Started By: Rayleen Richards		Started On: 07/25/2024 11:30 AM
Final Approval Date: 07/26/2024		



RESOLUTION NO _____ -24

A RESOLUTION OF THE NAVAJO COUNTY BOARD OF SUPERVISORS,

CANCELLING THE ELECTIONS FOR WINLSOW USD #1, JOSEPH CITY USD #2, HOLBROOK USD #3 – Ward 3, Ward 4 and Ward 5, SNOWFLAKE USD #5, CEDAR USD #25, BLUE RIDGE USD #32; NATIVE – KAYENTA USD #27 and PINON USD #4; NAVIT – JOSEPH CITY USD #2, HOLBROOK USD #3, SNOWFLAKE USD #5, HEBER-OVERGAARD USD #6, SHOW LOW USD #10 AND WHITERIVER USD #20; PURSUANT TO ARS § 15-424(E)

WHEREAS, § 15-424(E) provides as follows with respect to School District elections:

If only one person files a nominating petition or nomination paper for a write-in candidate for an election to fill a district office, the board of supervisors, not earlier than one hundred five days before the election, may cancel the election for the position and appoint the person who filed the nominating petition or nomination paper to fill the position.

and

WHEREAS, A.R.S. § 16-410 (A) authorizes the Board to take such action no earlier than one hundred five days (105) days before the election, and it is now less than one hundred five days (105) days before the November 8, 2022 General Election at which the Unified School Districts Board will be elected; and

WHEREAS, the Elections Director has received certification from the Navajo County School Superintendent that for the - WINLSOW USD #1, JOSEPH CITY USD #2, HOLBROOK USD #3 – Ward 3, Ward 4 and Ward 5, SNOWFLAKE USD #5, CEDAR USD #25, BLUE RIDGE USD #32, NATIVE – KAYENTA USD #27 and PINON USD #4; NAVIT – JOSEPH CITY USD #2, HOLBROOK USD #3, SNOWFLAKE USD #5, HEBER-OVERGAARD USD #6, SHOW LOW USD #10 AND WHITERIVER USD #20; that the number of persons who filed nominating petitions for positions on the Governing Board as of the statutory deadline was less than or equal to the number of positions shown on Exhibit A hereto, and that such persons may be appointed pursuant to ARS § 15-424(E)

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors that the elections for the WINLSOW USD #1, JOSEPH CITY USD #2, HOLBROOK USD #3 – Ward 3, Ward 4 and Ward 5, SNOWFLAKE USD #5, CEDAR USD #25, BLUE RIDGE USD #32; NATIVE – KAYENTA USD #27 and PINON USD #4; NAVIT – JOSEPH CITY USD #2, HOLBROOK USD #3, SNOWFLAKE USD #5, HEBER-OVERGAARD USD #6, SHOW LOW USD #10 AND WHITERIVER USD #20 School Districts be CANCELLED pursuant to ARS § 15-424(E) and that the persons eligible for appointment to the Governing Board as shown on Exhibit A hereto are hereby APPOINTED to said positions and are fully vested with the powers and duties of the office as if elected to that office and all other positions are declared vacant.

PASSED, APPROVED AND ADOPTED at Holbrook, Arizona on August 13, 2024

NAVAJO COUNTY BOARD OF SUPERVISORS

By _____

Jason Whiting
Chairman of the Board

ATTEST:

Melissa Buckley, Clerk of the Board of Supervisors

ARS § 15-424 (E), allows the County Board of Supervisors to cancel an election to fill a district office if one person or no one files papers to fill the governing board member position. If one person applies for one position, they are deemed appointed by the Board of Supervisors. Vacancies will be filled at a later date by the County School Superintendent.

Exhibit A

Winslow USD #1

For Three (4yr. term)

Debbie A. Martinez

Janice M. Childers

Write in - Isabel Britton

Joseph City USD #2

For Three (4 yr. term)

Karsten Flake

Lexi Nelson

Write In - Eldon Larsen

Holbrook USD #3

Each for 4 yr. term

Vacant- Ward #3

V. Craig Stuart – Ward #4

Debbie D. Shumway – Ward #5

Snowflake USD #5

For Three (4 yr. term)

Cory Johnson

Shea Daniel Flake

Wendy L. McVicker

Cedar USD #25

For Three (4yr. term)

For Two (2 yr. term)

Write in - Matthew Duran – 4 yr. term

Write in - Jarrahlyn Begaye – 4 yr. term

Vacant – 4 yr. term

Write in - Iris Yessilth – 2 yr. term

Vacant – 2 yr. term

Blue Ridge USD #32

For Three (4 yr. term)

Bridget Lee Wood

Sylviana SIB Girardi-Stebbins

Michael E. Granillo

NAVIT - Joseph City USD #2 -4 yr. term

Joseph C. Hansen

NAVIT – Holbrook USD #3 -4 yr. term

Write in - Kamron Reidhead

NAVIT -Snowflake USD #5-4 yr. term

Keith R. Gardner4 yr. term

NAVIT – Heber-Overgaard USD #6-4 yr. term

Christopher G. Susag

NAVIT – Show Low USD #10-4 yr. term

Write in - Calvin McNeil

NAVIT – Whiteriver USD #20-4 yr. term

Write in - Jerry Gloschay Jr.

For each district representative – 4 yr. term

NATIVE – Pinon USD#4 -4 yr. term

Write in - Michael Bahe

NATIVE – Kayenta USD #27

Vacant



Board of Supervisors Regular

1. m.

Meeting Date: 08/13/2024

Title: Cancel and Appoint Sanitary Dist. November 2024 Election

Submitted By: Rayleen Richards, Elections Director

Department: Elections

Motion before the Board:

Adopt Resolution Number 30-2024, canceling the board member elections for the Heber/Overgaard Sanitary District, the Joseph City Sanitary District and the Pinetop Sanitary District on Nov. 5, 2024 and appointing the candidate(s) or deeming the position vacant pursuant to A.R.S. §48-2010 (A)

Background:

[48-2010. Board of directors; qualifications; term; appointment; election; conversion; reorganization; compensation; expenses](#)

A. ...Except for an election to reorganize a sanitary district, candidates for directors shall file nominating petitions with the board of supervisors as prescribed by title 16, chapter 3. If only one person files or no person files a nominating petition for an election to fill a district office, the board of supervisors may cancel the election for the position and appoint the person who filed the nominating petition to fill the position. If no person files a nominating petition for an election to fill a district office, the board of supervisors may cancel the election for that office and that office is deemed vacant and shall be filled as otherwise provided by law. A person who is appointed pursuant to this section is fully vested with the powers and duties of the office as if elected to that office.

Attachments

Sanitary Dist. C&A Nov. 2024 Resolution

Form Review

Inbox	Reviewed By	Date
Jason Moore	Jason Moore	07/26/2024 09:01 AM
Elections Director	Rayleen Richards	07/26/2024 10:08 AM
Form Started By: Rayleen Richards		Started On: 07/26/2024 08:44 AM
Final Approval Date: 07/26/2024		



RESOLUTION NO _____ - 24

**A RESOLUTION OF THE NAVAJO COUNTY BOARD OF SUPERVISORS,
CANCELLING THE ELECTIONS FOR THE HEBER/OVERGAARD SANITARY DIST., JOSEPH CITY SANITARY
DIST. AND PINETOP SANITARY DIST.; AND APPOINTING THE CANDIDATE(S) OR DEEMING THE POSITION
VACANT, PURSUANT TO ARS § 48-2010 (A)**

WHEREAS, ARS § 48-2010 (A) provides as follows with respect to Sanitary District Board of Directors positions:

“...Except for an election to reorganize a sanitary district, candidates for directors shall file nominating petitions with the board of supervisors as prescribed by title 16, chapter 3. If only one person files or no person files a nominating petition for an election to fill a district office, the board of supervisors may cancel the election for the position and appoint the person who filed the nominating petition to fill the position. If no person files a nominating petition for an election to fill a district office, the board of supervisors may cancel the election for that office and that office is deemed vacant and shall be filled as otherwise provided by law. A person who is appointed pursuant to this section is fully vested with the powers and duties of the office as if elected to that office.”

and

WHEREAS, A.R.S. § 16-410 (A) authorizes the Board to take such action no earlier than one hundred five (105) days before the election, and it is now less than one hundred five (105) days before the November 8, 2022 General Election at which the Sanitary Districts Board of Directors will be elected;

and

WHEREAS, the officer in charge of elections, has certified that the number of persons who filed nominating petitions to fill the Sanitary Districts Board of Directors positions is less than or equal to the number of positions available, attached hereto and incorporated herein as “Exhibit A”;

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

That the elections for the Heber/Overgaard Sanitary Dist., Joseph City Sanitary Dist. and Pinetop Sanitary Dist. Board of Directors positions, attached hereto and incorporated herein as “Exhibit A” are hereby canceled and deemed elected/vacant by the Navajo County Board of Supervisors.

PASSED, APPROVED AND ADOPTED at Holbrook, Arizona on Aug. 13, 2024.

NAVAJO COUNTY BOARD OF SUPERVISORS

By _____

Jason Whiting
Chairman of the Board

ATTEST:

Melissa Buckley, Clerk of the Board of Supervisors

Exhibit A

Heber Overgaard Sanitary Dist.

(2 Positions Available)

Vacant

4 year Term

Vacant

4 year Term

Joseph City Sanitary Dist.,

(2 Positions Available)

Vacant

4 year Term

Vacant

4 year Term

Pinetop Sanitary Dist.

(2 Positions Available)

Kenny Keith

4 year Term

John Beeler

4 year Term

Patrick Place

4 year Term



Board of Supervisors Regular

1. n.

Meeting Date: 08/13/2024

Title: Cancel and Appoint Fire Dist. for November 2024

Submitted By: Rayleen Richards, Elections Director

Department: Elections

Motion before the Board:

Adopt Resolution Number 31-2024 canceling the board member election for the Heber/Overgaard Fire District, Joseph City Fire District, Timber Mesa Fire, Clay Springs/Pinedale Fire District, McLaws Rd. Fire District, Woodruff Fire District, Sun Valley Fire District and Pinetop Fire District; and appointing the candidate(s) or deeming the position vacant pursuant to A.R.S. §48-802 (D)(4)

Background:

48-802. [Election procedures](#)

(D) 4. Except for an election to reorganize a fire district, nominating petitions shall be filed with the board of supervisors as prescribed by title 16, chapter 3. If only one person files or no person files a nominating petition for an election to fill a position on the district board or the position of elected fire chief or elected secretary-treasurer for which the term of office is to expire, the board of supervisors may cancel the election for that position and appoint the person who filed the nominating petition to fill the position. If no person files a nominating petition for an election to fill a district office, the board of supervisors may cancel the election for those offices and those offices are deemed vacant and shall be filled as otherwise provided by law. A person who is appointed pursuant to this paragraph is fully vested with the powers and duties of the office as if elected to that office.

Attachments

Fire Dist. C&A Resolution Nov. 2024

Form Review

Inbox	Reviewed By	Date
Jason Moore	Jason Moore	07/26/2024 10:07 AM
Elections Director	Rayleen Richards	07/26/2024 10:08 AM
Form Started By: Rayleen Richards		Started On: 07/26/2024 08:57 AM
Final Approval Date: 07/26/2024		



RESOLUTION NO _____ - 24

A RESOLUTION OF THE NAVAJO COUNTY BOARD OF SUPERVISORS, CANCELLING THE ELECTIONS FOR THE HEBER/OVERGAARD FIRE DIST., JOSEPH CITY FIRE DIST., TIMBER MESA FIRE, CLAY SPRINGS/PINEDALE FIRE DIST., MCLAWS RD. FIRE DIST., WOODRUFF FIRE DIST., SUN VALLEY FIRE DIST., PINETOP FIRE DIST; AND APPOINTING THE CANDIDATE(S) OR DEEMING THE POSITION VACANT, PURSUANT TO ARS § 48-802 (D)(4)

WHEREAS, ARS § 48-802 (D)(4) provides as follows with respect to Fire District Board of Directors positions:

“Except for an election to reorganize a fire district, nominating petitions shall be filed with the board of supervisors as prescribed by title 16, chapter 3. If only one person files or no person files a nominating petition for an election to fill a position on the district board or the position of elected fire chief or elected secretary-treasurer for which the term of office is to expire, the board of supervisors may cancel the election for that position and appoint the person who filed the nominating petition to fill the position. If no person files a nominating petition for an election to fill a district office, the board of supervisors may cancel the election for those offices and those offices are deemed vacant and shall be filled as otherwise provided by law. A person who is appointed pursuant to this paragraph is fully vested with the powers and duties of the office as if elected to that office.”

and

WHEREAS, A.R.S. § 16-410 (A) authorizes the Board to take such action no earlier than one hundred five (105) days before the election, and it is now less than one hundred five (105) days before the November 5, 2024 General Election at which the Fire Districts Board of Directors will be elected;

and

WHEREAS, the officer in charge of elections, has certified that the number of persons who filed nominating petitions to fill the Fire District Board of Directors positions is less than or equal to the number of positions available, attached hereto and incorporated herein as “Exhibit A”

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

That the elections for the **HEBER/OVERGAARD FIRE DIST., TIMBER MESA FIRE, JOSEPH CITY FIRE DIST., CLAY SPRINGS/PINEDALE FIRE DIST., MCLAWS RD. FIRE DIST., WOODRUFF FIRE DIST., SUN VALLEY FIRE DIST., PINETOP FIRE DIST.** Board Member positions, attached hereto and incorporated herein as “Exhibit A”, are hereby cancelled by the Navajo County Board of Supervisors.

PASSED, APPROVED AND ADOPTED at Holbrook, Arizona on August 13, 2024

NAVAJO COUNTY BOARD OF SUPERVISORS

By _____
Jason Whiting
Chairman of the Board

ATTEST:

Melissa Buckley, Clerk of the Board of Supervisors

Exhibit A

Heber-Overgaard Fire Dist.

(2 Position Available)

Mark Dahl

4 year term

Vacant

4 year term

Joseph City Fire Dist.

(2 Position Available)

Rusty Westover

4 year term

Gale Hansen

4 year term

Clay Springs-Pinedale Fire Dist.

(3 Position Available)

Jason Spear

4 year term

Barry Bunzell

4 year term

JosephHolyoak

4 year term

McLaws Road Fire Dist.

(1 Position Available)

David Shumway

4 year term

Woodruff Fire Dist.

(2 Position Available)

Vacant

4 year term

Vacant

4 year term

Sun Valley Fire Dist.

(1 Position Available)

Derrek Wagoner

4 year term

Pinetop Fire Dist.

(3 Position Available)

Carla Baker

4 year term

Benjamin Borrego

4 year term

Edith Webber

4 year term

Timber Mesa Fire Dist.

(3 Position Available)

Jamie Adams

4 year term

Joseph MacGregor

4 year term

Rober Brown

4 year term



Board of Supervisors Regular

1. o.

Meeting Date: 08/13/2024

Title: Cancel and Appoint Domestic Water Improvement Dist. November 2024

Submitted By: Rayleen Richards, Elections Director

Department: Elections

Motion before the Board:

Adopt Resolution Number 32-2024 canceling the board member election for November 5, 2024, for the Joseph City DWID, Ponderosa DWID, Pinedale Estate DWID, Misty Mountain DWID, Heber DWID, Clay Springs DWID, Porter Creek DWID, Overgaard Townsite DWID, Wonderland Acres DWID, Three-0-Three DWID and Woodruff DWID; and appointing the candidate(s) or deeming the position vacant pursuant to A.R.S. §48-1012 (E)

Background:

48-1012. [Election of trustees; vacancies](#)

E. If only one person files or no person files a nominating petition for election to fill a position on the board of directors of the district, the county board of supervisors, by resolution, may cancel the election for that office and appoint the person who filed the nominating petition to fill that position. If no person files a nominating petition for an election to fill a district board office, the county board of supervisors, by resolution, may cancel the election for those offices and those offices are deemed vacant and shall be filled as otherwise provided by law. A person who is appointed pursuant to this section is fully vested with the powers and duties of the office as if elected to that office.

Attachments

DWID C&A Resolution Nov. 2024

Form Review

Inbox	Reviewed By	Date
Jason Moore	Jason Moore	07/26/2024 10:07 AM
Elections Director	Rayleen Richards	07/26/2024 10:08 AM
Form Started By: Rayleen Richards		Started On: 07/26/2024 09:44 AM
Final Approval Date: 07/26/2024		



RESOLUTION NO _____ - 24

A RESOLUTION OF THE NAVAJO COUNTY BOARD OF SUPERVISORS, CANCELLING THE ELECTIONS FOR JOSEPH CITY DWID, PONDEROSA DWID, PINEDALE ESTATE DWID, MISTY MOUNTAIN DWID, HEBER DWID, CLAY SPRINGS DWID, PORTER CREEK DWID, OVERGAARD TOWNSITE DWID, WONDERLAND ACRES DWID, THREE-0-THREE DWID AND WOODRUFF DWID; AND APPOINTING THE CANDIDATE(S) OR DEEMING THE POSITION VACANT, PURSUANT TO ARS § 48-1012 (E)

WHEREAS, ARS § 48-1012 (E) provides as follows with respect to Domestic Water Improvement District Board of Directors positions:

“If only one person files or no person files a nominating petition for election to fill a position on the board of directors of the district, the county board of supervisors, by resolution, may cancel the election for that office and appoint the person who filed the nominating petition to fill that position. If no person files a nominating petition for an election to fill a district board office, the county board of supervisors, by resolution, may cancel the election for those offices and those offices are deemed vacant and shall be filled as otherwise provided by law. A person who is appointed pursuant to this section is fully vested with the powers and duties of the office as if elected to that office.”

and

WHEREAS, A.R.S. § 16-410 (A) authorizes the Board to take such action no earlier than one hundred five (105) days before the election, and it is now less than one hundred five (105) days before November 5, 2024 General Election at which the Domestic Water Improvement Districts Board of Directors will be elected;

and

WHEREAS, the officer in charge of elections, has certified that the number of persons who filed nominating petitions to fill the Domestic Water Improvement Districts Board of Directors positions is less than or equal to the number of positions available, attached hereto and incorporated herein as “Exhibit A”;

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

That the elections for the Joseph City DWID, Ponderosa DWID, Pinedale Estate DWID, Misty Mountain DWID, Heber DWID, Clay Springs DWID, Porter Creek DWID, Overgaard Townsite DWID, Wonderland Acres DWID, Three-0-Three DWID and Woodruff DWID of Directors positions, attached hereto and incorporated herein as “Exhibit A”, are hereby cancelled and appointed or deem vacant by the Navajo County Board of Supervisors.

PASSED, APPROVED AND ADOPTED at Holbrook, Arizona on August 13, 2024

NAVAJO COUNTY BOARD OF SUPERVISORS

By _____
Jason Whiting
Chairman of the Board

ATTEST:

Melissa Buckley, Clerk of the Board of Supervisors

Exhibit A

Clay Springs DWID

(2 Positions Available)

Raymond Brewer

4 year term

Tory Jackson

4 year term

Porter Creek DWID

(2 Positions Available)

Jeffrey Wood

4 year term

Vacant

4 year term

Ponderosa DWID

(3 Positions Available)

William Ball

4 year term

Donna Kohlase

4 year term

Gary Taylor

4 year term

Woodruff DWID

(2 Positions Available)

Vacant

4 year term

Vacant

4 year term

Wonderland Acres DWID

(2 Positions Available)

Kelly Wood

4 year term

Larry Ratcliff

4 year term

Heber DWID

(3 Positions Available)

Boston Bryce

4 year term

Bruce McLaws

4 year term

Michael Montandon

4 year term

Overgaard Townsite DWID

(1 Positions Available)

Vacant

4 year term

Misty Mountain DWID

(2 Positions Available)

Vacant

4 year term

Vacant

4 year term

Three-O-Three DWID

(3 Positions Available)

Chuck Scott

4 year term

Evelyn Scott

4 year term

Lita Slatton

4 year term

Pinedale Estate DWID

(2 Positions Available)

Gary Engman

4 year term

Wade Warden

4 year term

Joseph City DWID

(2 Positions Available)

Vacant

4 year term

Vacant

4 year term



Board of Supervisors Regular

1. p.

Meeting Date: 08/13/2024

Title: Cancel and Appoint Hospital Dist. Nov. 5, 2024

Submitted By: Rayleen Richards, Elections Director

Department: Elections

Motion before the Board:

Adopt Resolution Number 33-2024, canceling the board member election on November 5, 2024, for the Navapache Hospital District; and appointing the candidate(s) or deeming the position(s) vacant pursuant to A.R.S. §48-1908 (C)

Background:

[48-1908. Board of directors; members; qualifications; terms; organization](#)

C. Candidates for a district board office shall file nominating petitions with the board of supervisors as prescribed by title 16, chapter 3. If only one person files or no person files a nominating petition for an election to fill a position on the board for which the term of office is to expire, then the board may cancel the election for that position and appoint the person who filed a nominating petition to fill the position. If no person files a nominating petition for an election to fill a district office, the board of supervisors may cancel the election for that office and that office is deemed vacant and shall be filled as otherwise provided by law. Vacancies occurring other than by expiration of term may be filled by the remaining directors, except that if the remaining directors do not constitute a quorum, the county board of supervisors shall make the appointment to fill the vacancy.

Attachments

Hospital Dist. C&A Resolution Nov. 2024

Form Review

Inbox	Reviewed By	Date
Jason Moore	Jason Moore	07/26/2024 10:07 AM
Elections Director	Rayleen Richards	07/26/2024 10:08 AM
Form Started By: Rayleen Richards		Started On: 07/26/2024 09:51 AM
Final Approval Date: 07/26/2024		



RESOLUTION NO _____ - 24

**A RESOLUTION OF THE NAVAJO COUNTY BOARD OF SUPERVISORS,
CANCELLING THE ELECTION FOR THE NAVAPACHE HOSPITAL DIST.; AND APPOINTING THE
CANDIDATE(S) OR DEEMING THE POSITION(S) VACANT, PURSUANT TO ARS § 48-1908 (C)**

WHEREAS, ARS § 48-1908 (C) provides as follows with respect to Hospital District Board of Directors positions:

“Candidates for a district board office shall file nominating petitions with the board of supervisors as prescribed by title 16, chapter 3. If only one person files or no person files a nominating petition for an election to fill a position on the board for which the term of office is to expire, then the board may cancel the election for that position and appoint the person who filed a nominating petition to fill the position. If no person files a nominating petition for an election to fill a district office, the board of supervisors may cancel the election for that office and that office is deemed vacant and shall be filled as otherwise provided by law. Vacancies occurring other than by expiration of term may be filled by the remaining directors, except that if the remaining directors do not constitute a quorum, the county board of supervisors shall make the appointment to fill the vacancy.”
and

WHEREAS, A.R.S. § 16-410 (A) authorizes the Board to take such action no earlier than one hundred five (105) days before the election, and it is now less than one hundred five (105) days before the November 5, 2024 General Election at which the Hospital Districts Board of Directors will be elected;

and

WHEREAS, the officer in charge of elections, has certified that the number of persons who filed nominating petitions to fill the Navapache Hospital District Board of Directors positions is less than or equal to the number of positions available, attached hereto and incorporated herein as “Exhibit A”;

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

That the election for the Navapache Hospital District Board of Directors positions, attached hereto and incorporated herein as "Exhibit A", is hereby cancelled by the Navajo County Board of Supervisors.

That individuals listed as having filed nominating petitions for the Navapache Hospital District Board of Directors position(s), attached hereto and incorporated herein as "Exhibit A", are hereby appointed to the position of Board Member by the Navajo County Board of Supervisors.

PASSED, APPROVED AND ADOPTED at Holbrook, Arizona on August 13, 2024

NAVAJO COUNTY BOARD OF SUPERVISORS

By _____
Jason Whiting
Chairwoman of the Board

ATTEST:

Melissa Buckley, Clerk of the Board of Supervisors

Exhibit A

Navapache Hospital Dist.

(3 Position Available)

Suzy Case

4 year term

Greg Huffman

4 year term

Vacant

4 year term



Board of Supervisors Regular

1. q.

Meeting Date: 08/13/2024

Title: P&Z Commissioner Appointments Dist. III

Submitted By: Cody Cooper, Planning Manager

Department: Planning & Development Services

Motion before the Board:

Re-appointment of Paul Logan Rogers to a four-year term on the Navajo County Planning and Zoning Commission within their new Supervisor District of residency, District III

Background:

The Navajo County Planning and Zoning Commission advises and makes recommendations to the Board of Supervisors on matters of planning, zoning, and subdivision planning. Typical issues considered by the Commission include rezoning requests, Special Use Permits, and Zoning Ordinance amendments.

There is currently a vacancy within District III, due to Commissioner Randy Murph losing his seat because of changes in Supervisor District boundaries. Paul Logan Rogers, current chair of the Planning and Zoning Commission, has been located within District IV and is moving to District III. Mr. Rogers is interested in being appointed to the vacancy in District III, given his move to a new Supervisor District, in order to continue serving on the Commission. This appointment has been reviewed and approved by Chairman Jason Whiting.

Form Review

Inbox

Brandt Clark

Form Started By: Cody Cooper

Final Approval Date: 08/02/2024

Reviewed By

Brandt Clark

Date

08/02/2024 11:12 AM

Started On: 08/01/2024 01:37 PM



Board of Supervisors Regular

1. r.

Meeting Date: 08/13/2024

Title: Navajo County Accommodation District Lease Agreement FY25

Submitted For: Jason Cash, Chief Probation Officer

Submitted By: Katherine Serna, Probation Finance Manager

Department: Probation

Motion before the Board:

Navajo County Accommodation District (NCAD) lease agreement with Navajo County Probation Department (NCPD)

Background:

Since July 1, 2017, NCPD has leased from NCAD the facility located at Navajo County Accommodation District building, located at 294 W. Carlos, Holbrook, AZ 86025 for our field office and HUB facility.

Fiscal Impact

Fiscal Year: FY25

Budgeted Y/N: Y

Amount Requested: 36,000.00

Fiscal Impact:

Monthly lease is \$3,000.00. Lease agreement is for one (1) year for a total of \$36,000.00.

Attachments

NCPD-NCAD-LeaseAgreementFY25

Form Review

Form Started By: Katherine Serna

Started On: 07/25/2024 11:39 AM

Final Approval Date: 08/06/2024



Navajo County Accommodation District

"Students with Promise"

Jalyn Gerlich

County School Superintendent

Lance Wahl

Business Manager

Lannie Gillespie

Associate Superintendent

LEASE AGREEMENT

This Lease Agreement made the ____ day of _____, 20____, by and between Navajo County Accommodation District (NCAD) [name of lessor], hereinafter referred to as "Lessor", and Navajo County Probation Department (NCPD) [name of lessee], hereinafter referred to as "Lessee", collectively referred to herein as the "Parties", agree as follows:

1. **DESCRIPTION OF LEASED PREMISES:** The Lessor agrees to lease to the Lessee the following described 7039 square feet (SF) of Office, Classroom, storage, parking lot and common areas, [type of space] located at Navajo County Accommodation District building located at 294 W Carlos; Holbrook, AZ 86025 Hereinafter known as the "Premises". EXHIBIT A: floor plan map

2. **USE OF LEASED PREMISES:** The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for the following use and purpose: Office space for county probation officers and space to house the youth HUB program.

Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Lessor only.

3. **TERM OF LEASE:** The term of this Lease shall be for a period of 1 year commencing on the 1st day of July, 2024 and expiring at Midnight on the 30th day of June, 2025. ("Initial Term")

4. **RENT:** The net monthly payment shall be Three Thousand dollars (\$3000.00), payable monthly on the 1st day of each month. Said net monthly payment is-hereafter referred to as the "Rent". Rent for any period during the term hereon, which is for less than 1 month shall be a pro-rata portion of the monthly rent. The Rent will cover the Lessor's Operating expenses including: management fee, heating/air conditioning, HVAC, electricity, water, waste disposal, sewage, pest control, weed control, and exterior (siding and roof). In addition to the Base Rent the Lessee will be solely responsible for the following expenses and maintain liability insurance as described below.

- I. Lessee's Expenses. The Lessee hereby agrees to pay one-hundred percent (100%) of any and all Lessee's Expenses as hereafter defined for the entire term of the Lease and any extensions thereof in accordance with specific provisions hereinafter set forth. The term

“Lessee’s Expenses” shall include all costs to the Lessor of operating and maintaining the Premises as listed above, and shall include, without limitation, real estate and personal property taxes and assessments, , service agreements and charges, lawn care, snow removal, cleaning and custodial, telecommunications, security, insurance, the cost of contesting the validity or applicability of any governmental acts which may affect operating expenses, and all other direct operating costs of operating and maintaining the Premises and related parking areas, unless expressly excluded from operating expenses.

- II. Taxes. Lessee shall pay, during the term of this Lease, the real estate taxes including any special taxes or assessments (collectively, the "taxes") attributable to the Premises and accruing during such term. Lessee, at Lessor’s option, shall pay to Lessor said taxes on a monthly basis, based on one-twelfth (1/12) of the estimated annual amount for taxes. Taxes for any fractional calendar year during the term hereof shall be prorated. In the event the Lessee does not make any tax payment required hereunder, Lessee shall be in default of this Lease.
- III. Insurance. Lessee shall maintain, at all times during the Term of this Lease, comprehensive general liability insurance in an insurance company licensed to do business in the State in which the Premises are located and that is satisfactory to Lessor, properly protecting and indemnifying Lessor with single limit coverage of not less than One Million dollars (\$1,000,000) for injury, death of persons and for property damage. During the Term of this Lease, Lessee shall furnish the Lessor with certificate(s) of insurance, in a form acceptable to Lessor, covering such insurance so maintained by Lessee and naming Lessor and Lessor's mortgagees, if any, as additional insured.

5. **LEASEHOLD IMPROVEMENTS:** The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible for payment.

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic’s lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a

lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

6. **LICENSES AND PERMITS:** A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

7. **OBLIGATIONS OF LESSEE:** The Lessee shall be primarily responsible whenever needed for the maintenance and general pickup of the entranceway leading into the Premises, so that this is kept in a neat, safe and presentable condition. The Lessee shall also be responsible for all minor repairs and maintenance of the leasehold Premises, particularly those items which need immediate attention and which the Lessees, or their employees, can do and perform on their own, including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of windows, cleaning and clearing of toilets, etc., and the Lessee shall properly maintain the Premises in a good, safe, and clean condition. The Lessee shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the structure of the Premises is damaged as a result of any neglect or negligence of Lessee, their employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the Premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of the Lessee.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the Premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or her guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the Premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring the

contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

8. **INSURANCE:** In the event the Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the Premises shall be increased by reason of any use of the Premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

9. **SUBLET/ASSIGNMENT:** The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased Premises or any part thereof without first obtaining the prior written consent and approval of the Lessor.

10. **DAMAGE TO LEASED PREMISES:** In the event the building housing the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the Premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the leased Premises have been rendered unfit for use and occupation by the Lessee and until the demised Premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

11. **DEFAULT AND POSSESSION:** In the event that the Lessee shall fail to pay said rent, and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said Premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the Premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in

the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

In the event any legal action has to be instituted to enforce any terms or provisions under this Lease, then the prevailing party in said action shall be entitled to recover a reasonable attorney's fee in addition to all costs of said action.

12. **INDEMNIFICATION:** The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the Premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the Premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject Premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

13. **ATTORNEY'S FEES:** In the event of any legal action or proceeding brought by either party against the other arising out of this lease, the prevailing party shall be entitled to recover costs and reasonable attorney's fees, as determined by the court, not the jury.

14. **TERMINATION:** Either party, Lessee or Lessor, may terminate this Lease upon 90 days prior written notice. In this event Lessee will be responsible for all obligations to Lessor incurred prior to the termination date specified in the notice.

15. **MISCELLANEOUS TERMS:**

- I. Usage by Lessee: Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will the Lessee allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event

shall explosives or extra hazardous materials be taken onto or retained on the Premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Premises by other tenants of the building.

- II. Tobacco, drug and alcohol use/possession prohibited. Tobacco, recreational drugs and alcohol products are prohibited on the premises, inside the building, parking lot, fenced in areas, and vehicles parked on the premises.
- III. Pets: Unless otherwise stated in this Lease Agreement, the only pets that shall be allowed on the Premises are those needed legally due to a disability or handicap.
- IV. Condition of Premises/Inspection by Lessee: The Lessee has had the opportunity to inspect the Premises and acknowledges with its signature on this lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. Furthermore, the Lessor makes no representation or warranty with respect to the condition of the Premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. Furthermore, the Lessee represents that Lessee has inspected the Premises and is leasing and will take possession of the Premises with all current fixtures present in their "as is" condition as of the date hereof.
- V. Right of Entry: It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building.

16. **HOLDOVER:** Should Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed, if Lessor so elects, to have created and be construed to be a tenancy from month to month, terminable upon thirty (30) days' notice by either party.

17. **WAIVER:** Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

18. **GOVERNING LAW:** This Lease shall be governed by the laws of the State of Arizona.

19. **NOTICES:** Payments and notices shall be addressed to the following:

Lessor
Navajo County Accommodation District
PO BOX 668
Holbrook, AZ 86025

Lessee
Navajo County Probation Department
PO BOX 668
Holbrook, AZ 86025

20. **AMENDMENT:** No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

21. **BINDING EFFECT:** This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

22. **CANCELLATION OF AGREEMENT:** This Agreement is subject to cancellation subject to the provisions of A.R.S §38-511

IN WITNESS WHEREOF, the parties hereto set their hands and seal this ____ day of _____, 20____.

Lessor:

BY: Jalyn Gerlich _____
Printed Name Signature

Position: Navajo County Superintendent of Schools

Date: _____

Lessee:

BY: Jason Cash _____
Printed Name Signature

Position: Chief Probation Officer

Date: _____



Board of Supervisors Regular

1. s.

Meeting Date: 08/13/2024

Title: Adding Defendants to Multi-District Opioid Litigation Pending in Ohio

Submitted For: Jason Moore, Deputy County Attorney

Submitted By: Jason Moore, Deputy County Attorney

Department: County Attorney

Motion before the Board:

Approval of adding Defendants ExpressScripts, OptumRx, Albertsons, Aurolife Pharma, LLC, Indivior Inc., KVK-Tech Inc., Sun Pharmaceutical and Zydus Pharmaceuticals (USA), Inc. to Navajo County's Complaint in the multi-district opioid litigation pending in the State of Ohio

Background:

The Board already approved the filing of litigation in the multi-district opioid litigation pending in the State of Ohio, and the County has been able to obtain recoveries against multiple Defendants already. The law firm representing the County in that case, Keller Rohrback, is recommending the addition of eight additional defendants to the County's pending Complaint. Because the deadline for adding more parties to the Complaint ends on July 5, 2024, a deadline set by the Court, and Keller Rohrback's recommendation to add these additional Defendants was not received until June 18, this is a ratification of a decision to act on the recommendation of legal counsel supported by staff and the County Attorney's Office.

Form Review

Inbox	Reviewed By	Date
Bryan Layton	Melissa Buckley	07/03/2024 07:34 PM
County Attorney	Brad Carlyon	07/05/2024 10:01 AM
Form Started By: Jason Moore		Started On: 06/28/2024 12:55 PM
Final Approval Date: 07/05/2024		



Board of Supervisors Regular

1. t.

Meeting Date: 08/13/2024

Title: Appointment of Board of Director for WMLCRID

Submitted By: Melissa Buckley, Clerk of the Board of Supervisors

Department: Board of Supervisors

Motion before the Board:

Appointment of Robert Riestler to the White Mountain Lakes County Recreation Improvement District Board of Directors.

Background:

The WMLCRID is without a quorum. I have received one application that has been verified and meets the requirements to become a member of the Board of Directors.

Staff recommends appointment.

Form Review

Form Started By: Melissa Buckley

Started On: 08/08/2024 11:47 AM

Final Approval Date: 08/08/2024



Board of Supervisors Regular

2. a.

Meeting Date: 08/13/2024

Title: Proclamation Navajo Code Talkers Day 2024

Submitted By: Melissa Buckley, Clerk of the Board of Supervisors

Department: Board of Supervisors

Presented By: Supervisor Alberto Peshlakai

Motion before the Board:

Consideration of a Proclamation, proclaiming August 14, 2024, as "Navajo Code Talkers Day"

Background:

The United States government called upon the Navajo Nation to support the military effort by recruiting and enlisting more than four hundred Navajo men to serve in standards communications units, these patriots became known as "Navajo Code Talkers". The Navajo Code Talkers were honorable men who performed an important service to the preservation of freedom and democracy.

Recommendation:

Approval

Attachments

Proclamation Navajo Code Talkers

Form Review

Form Started By: Leah Thomas
Final Approval Date: 08/06/2024

Started On: 08/01/2023 01:43 PM



Navajo County

Proclamation

NAVAJO CODE TALKERS DAY – AUGUST 14, 2024

WHEREAS, on December 7, 1941, the Japanese Empire attacked Pearl Harbor and the United States Congress declared war the following day; and

WHEREAS, the United States government called upon the Navajo Nation to support the military effort by recruiting and enlisting more than four hundred Navajo men to serve in standards communications units; and

WHEREAS, these patriots became known as “Navajo Code Talkers” who were used in every major operation involving the United States Marines in the Pacific Ocean theatre; and

WHEREAS, the original twenty-nine men created 211 terms; and

WHEREAS, Navajo Code Talkers gave the United States Marines a critical advantage throughout the war, through encoded and transmitted messages using a complex Navajo language-based code during a time when secret communication was essential to win a war; and

WHEREAS, the unbroken Navajo Code assisted in saving countless lives and hastened the end of World War II; and

WHEREAS, Navajo County stands to recognize all Navajo Code Talkers as honorable men who have performed an important service to the preservation of freedom and democracy.

NOW, THEREFORE, BE IT PROCLAIMED, by the Board of Supervisors of Navajo County that August 14, 2024 is designated as “**NAVAJO CODE TALKERS DAY**” and urge residents to take time this day to reflect and appreciate the sacrifice these men made for the United States of America.

PASSED, ADOPTED AND APPROVED by the Board of Supervisors on August 13, 2024.

Jason E. Whiting, Chairman

ATTEST:

Melissa W. Buckley, Clerk of the Board



Board of Supervisors Regular

2. b.

Meeting Date: 08/13/2024

Title: Liquor License - Rebekah Barbetta - Wild Woman Saloon & Grill

Submitted By: Leah Thomas, Deputy Clerk of the Board of Supervisors

Department: Board of Supervisors

Presented By: Leah Thomas

Motion before the Board:

PUBLIC HEARING: Consideration of a Liquor License for Rebekah Barbetta at Wild Woman Saloon and Grill located at 2381 Highway 260, Overgaard, AZ

Background:

We received a liquor license application from Rebekah Barbetta at Wild Woman Saloon and Grill, for a New 006 Bar License.

The Sheriff's Department, Treasurer's Office, Health Department and Planning and Development have all responded with approvals for the license.

Recommendation:

Approval

Attachments

Application

Department Positions

Form Review

Inbox

Clerk of the Board

Form Started By: Leah Thomas

Final Approval Date: 08/06/2024

Reviewed By

Melissa Buckley

Date

08/06/2024 09:00 AM

Started On: 07/30/2024 10:08 AM

State of Arizona
Department of Liquor Licenses and Control

Created 06/25/2024 @ 11:58:06 AM

Local Governing Body Report

LICENSE

Number:	06090043	Type:	006 BAR
Name:	WILD WOMAN SALOON AND GRILL		
State:	Pending		
Issue Date:		Expiration Date:	05/31/2025
Original Issue Date:	04/15/1977		
Location:	2381 HWY 260 OVERGAARD, AZ 85933 USA		
Mailing Address:	PO BOX 494 HEBER, AZ 85928 USA		
Phone:	(928)535-5595		
Alt. Phone:	(562)233-1241		
Email:	BEKAHBEE74@GMAIL.COM		

Currently, this license has pending applications.

AGENT

Name:	REBEKAH BARBETTA		
Gender:	Female		
Correspondence Address:	PO BOX 494 HEBER, AZ 85928 USA		
Phone:	(562)233-1241		
Alt. Phone:			
Email:	BEKAHBEE74@GMAIL.COM		

OWNER

Name:	REBEKAH BARBETTA		
Gender:	Female		
Correspondence Address:	PO BOX 494 HEBER, AZ 85928 USA		
Phone:	(562)233-1241	60th day 08/24/2024	
Alt. Phone:		105th day	
Email:	BEKAHBEE74@GMAIL.COM	10/08/2024	

APPLICATION INFORMATION

Application Number: 299695
Application Type: Owner Transfer
Created Date: 06/19/2024

QUESTIONS & ANSWERS

006 Bar

- 1) Are you applying for an Interim Permit (INP)?
Yes
What date are you taking ownership? Please upload the Interim Permit Notary page when you reach the upload page.
05/15/2024
- 8) Did the Premises phone number change?
No
- 10) Provide name, address, and distance of nearest school. (If less than one (1) mile note footage)
MOUNTAIN MEADOWS ELEMENTARY P.O. BOX 402181 W COUNTRY CLUB DR
OVERGAARD, AZ 85933 3 MILES
- 11) Are you one of the following? Please indicate below.
Property Tenant
Sub-tenant
Property Owner
Property Purchaser
Property Management Company
PROPERTY OWNER
- 12) Is there a penalty if lease is not fulfilled?
No
- 13) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
ZERO
- 14) Is there a drive through window on the premises?
No
- 15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
CONTIGUOUS PATIO
- 16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No
- 17) Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only)
ZERO

State of Arizona
Department of Liquor Licenses and Control

Created 06/25/2024 @ 11:58:42 AM

Local Governing Body Report

LICENSE

Number:	INP090028843	Type:	INP INTERIM PERMIT
Name:	WILD WOMAN SALOON AND GRILL		
State:	Active		
Issue Date:	06/25/2024	Expiration Date:	10/08/2024
Original Issue Date:	06/25/2024		
Location:	2381 HWY 260 OVERGAARD, AZ 85933 USA		
Mailing Address:	PO BOX 494 HEBER, AZ 85928 USA		
Phone:	(928)535-5595		
Alt. Phone:	(562)233-1241		
Email:	BEKAHBEE74@GMAIL.COM		

AGENT

Name:	REBEKAH BARBETTA
Gender:	Female
Correspondence Address:	PO BOX 494 HEBER, AZ 85928 USA
Phone:	(562)233-1241
Alt. Phone:	
Email:	BEKAHBEE74@GMAIL.COM

OWNER

Name:	REBEKAH BARBETTA
Gender:	Female
Correspondence Address:	PO BOX 494 HEBER, AZ 85928 USA
Phone:	(562)233-1241
Alt. Phone:	
Email:	BEKAHBEE74@GMAIL.COM

APPLICATION INFORMATION

Application Number: 299697
Application Type: New Application
Created Date: 06/19/2024

QUESTIONS & ANSWERS

INP Interim Permit

- 1) Enter License Number currently at location
06090043
- 2) Is the license currently in use?
Yes
- 3) Will you please submit section 5, page 6, of the license application when you reach the upload page?
Yes
A Document of type INTERIM NOTARY PAGE is required.

Bill of Sale

Series 6 Bar License

I Keith Avery Carnes (Seller) sell the series 6 license #06090043
For the amount of \$ 0 Dollars to
Rebekah Barbetta (buyer)
On 15-May-2024

(Seller) Keith Avery Carnes



(Buyer) Rebekah Barbetta



SECTION 4 Interim Permit


24 MAY 6 PM 1:50 AZD LLC


If you intend to operate business while the application is pending, you will need an interim permit pursuant to A.R.S. §4-203.01. For approval of an interim permit: There must be a valid license of the same series currently issued to the location.

1. Current license number at the premises: 06090043

2. If the license is **NOT** currently in use, how long has it been since the license was last used at this location? _____

I (Print Full Name) Keith Carnes hereby declare that I am the Current Owner, Agent, or Controlling Person on the stated license and location.

Sign in front of Notary: 

State of <u>Arizona</u>	 <p>Notary Seal</p>
County of <u>Navajo</u>	
Signed before me on this <u>11th</u> day of <u>March</u> , 20 <u>24</u> .	
Notary Signature <u>Shelley A Moore</u>	
My commission expires on <u>10 / 09 / 2025</u>	

SECTION 5 Background Check

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD, AND \$22 PROCESSING FEE PER CARD.

- If the applicant is an entity, and not an individual, answer questions 1a-b.
 - Date Incorporated/Organized: _____ State where Incorporated/Organized: _____
 - AZ Corporation or AZ L.L.C. Entity No: _____ Approval Date: _____

2. List any individual or entity that owns a beneficial interest of 10% or more and/or controls the applicant or licensee. If the applicant is owned by another entity, attach an organizational chart showing the ownership structure.

Last	First	Middle	Title	%Owned	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

SECTION 6 Person to Person Transfer ARS§4-203(C), (D), (G)
(Current license information)

24111 6 PM 1:50 AZDLLC

1. License #: 06090043
2. Current Agent Name / Individual Name: CARNES KATH AJOLY
Last First Middle
3. Current Ownership Name (Legal Entity): KATH AJOLY CARNES, Owner
(Exactly as it appears on the license)
4. Premises Name: Wild Women Salsoon and Grill
(Exactly as it appears on the license)
5. Premises Location Address: 2381 Hwy 260 Overgaard AZ NAVAJO 85933
Street City State County Zip
6. Does current licensee intend to operate the business while this application is pending? Yes No
7. I, (Signature): [Signature] authorize the transfer of this license to the applicant.
(Current Agent/Individual as listed on the license certificate)

SECTION 7 Location Transfer- Current Licensee Information ARS§4-203(C), (D), (G)

1. License #: _____
2. Current Business: Name: _____
 Address: _____
(Exactly as it appears on license)
3. New Business: Name: _____
 Address: _____

SECTION 8 Proximity to School

A.R.S. §4-207 States that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12), or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building.

The above paragraph **DOES NOT** apply to:

- Series 01 Producer
- Series 03 Microbrewery
- Series 04 Wholesaler/Distributor
- Series 05 Government license
- Playing area of a golf course

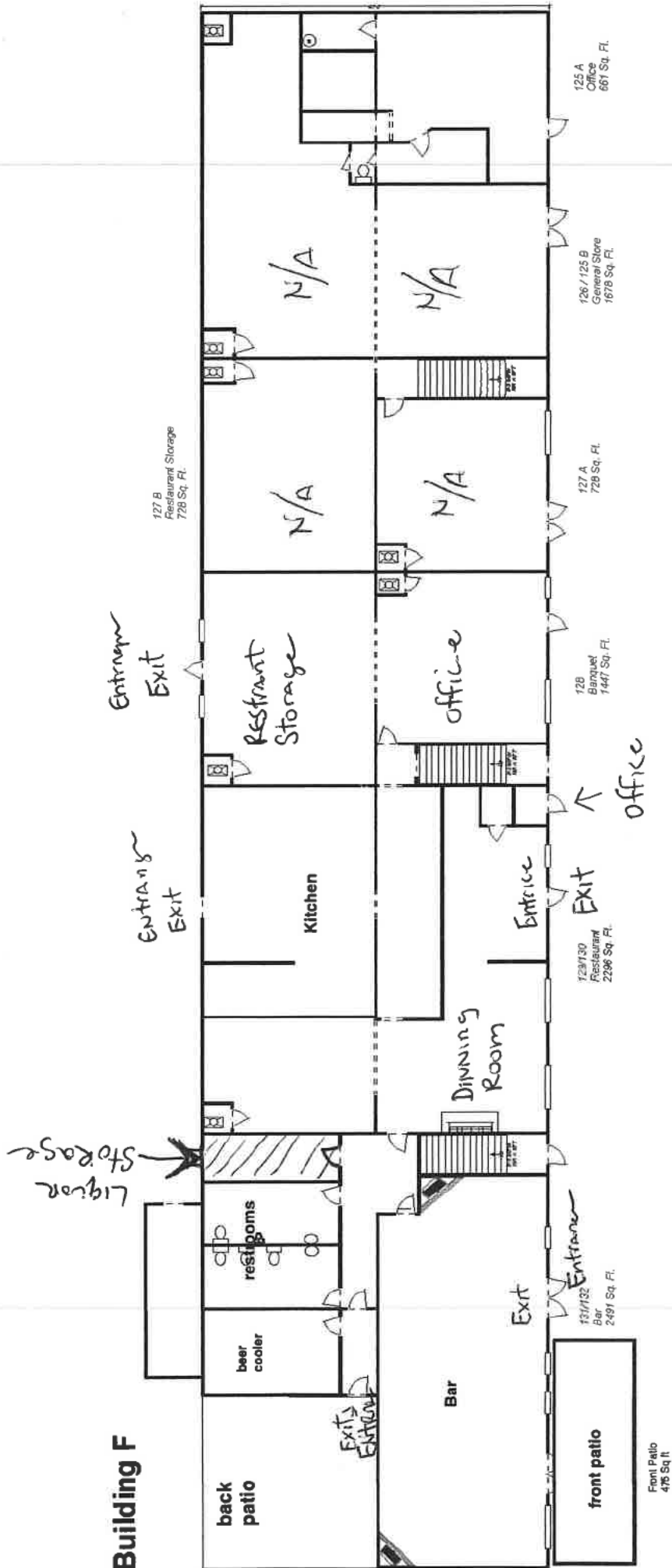
- Series 11 Hotel/motel license
- Series 12 Restaurants that do not sell growlers
- Series 13 Farm Winery
- Series 18 Craft Distillery

Distance to nearest School: 3 miles Name of School: Mountain Meadows Elementary
(If less than one (1) mile, note footage)

School Address: P.O. Box 402181 W. Country Club Drive, Overgaard, AZ 85933

WILD WOMEN SALOON & GRILL

Building F



*24 JUN 13 AM 11:34 AZDLLC

Total Sq Ft 5812

125 A
Office
661 Sq. Ft.

126 / 125 B
General Store
1678 Sq. Ft.

127 A
729 Sq. Ft.

128
Banquet
1447 Sq. Ft.

723/30
Restaurant
2296 Sq. Ft.

131/32
Bar
2491 Sq. Ft.

Front Patio
476 Sq Ft

LC:
Amount:



AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY
Job #: 299695
Date Accepted: 06/25/2024
CSR: SG

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

License Number: 06090043

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the Appropriate Box → Agent Controlling Person

2. Name: Barbetta Rebekah Birth Date: [REDACTED] (NOT a public record)

3. Social Security #: [REDACTED] Drivers License #: [REDACTED] State Issued: AZ

4. Place of birth: Waterbury CT USA Height: 5'2" Weight: 105 Eyes: BR Hair: RED

5. Name of current/most recent spouse: Barbetta Shawn Birth Date: [REDACTED] (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes No If yes, what is your date of residency? 01/01/2018

7. Daytime telephone number: [REDACTED] Email address: BekahBee74@gmail.com

8. Premises Name: Wild Women Saloon and Grill Business Phone: 928/535 5595

9. Premises Address: 2381 HWY 260 Overgaard AZ Navajo 85933

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student; list place of residence address. (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
01/2019	CURRENT	Self Employed	1843 Artists Draw Heber AZ 85928

11. Provide your residence address information for the last five (5) years A.R.S. §4-202(D) (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	To Month/Year	Street	City	State	Zip
01/2019	CURRENT	1843 Artists Draw	Heber	AZ	85928

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14 Yes No
13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? **MUST** attach copies of both training certificates. Yes No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. §4-202, 4-210 Yes No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) Rebekah Barbetta hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: Rebekah Barbetta Date: 6/11/2024



ALIEN STATUS

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with **Black Ink**

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

APPLICANT NAME (Print or type) Rebekah Barbetta

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? Yes No - If **yes**, indicate place of birth:

City [Redacted] State CT COUNTRY United States

If you answered **Yes, 1)** Attach a legible copy of a document from the list below.

2) Name of document: AZ Driver License

If you answered **No**, you must complete Sections III.

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after Jan. 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

Arizona DRIVER LICENSE USA



9. CLASS D
9a. END NONE
12. REST NONE


4d. DLN [REDACTED]
3. DOB [REDACTED]

1. BARBETTA
2. REBEKAH
8. 1843 ARTIST DRAW RD
HEBER, AZ 85926

4b. EXP 09/15/2028 4a. ISS 09/15/2020

16. SEX F 18. EYES BRO
16. HGT 5'-02" 19. HAIR BLN
17. WGT 105 lb

5. [REDACTED]




CLASS: D-Operator
ENDORSEMENTS: None

RESTRICTIONS: None

Rev 02/14/2014

You Must Report a Change of Address Within 10 Days



20258AZ0135518920301



FINGERPRINT VERIFICATION FORM

Arizona Department of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

DLLC USE ONLY	
Job #:	299695
Date Accepted:	06/25/2024
CSR:	SG

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.
2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.
3. Fill out the information in the boxes below. **Please print clearly.**
4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
Do not give the applicant the fingerprint card without first sealing it inside the envelope.
5. **Write applicants name on front of sealed envelope.**

PRINT the following information:

Date 4/30/2024	Name of Applicant: Rebekah Barbetta	
Name of Fingerprint Technician: Gary L. Dexte		
Fingerprint technician's Signature: <i>Gary L. Dexte</i>		
Fingerprint technician's Agency/company Name: Show how Police Dept.		Phone Number: 928-537-5091
Type of Photo ID Provided (check one):		
<input checked="" type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> Other (Please specify)		



NAVAJO COUNTY

Board of Supervisors

Fern Benally • Alberto L. Peshlakai • Jason E. Whiting • Daryl Seymore • Dawnafe Whitesinger

"We are Navajo County"

DATE: June 26, 2024
TO: Planning & Zoning, Health Department, Treasurer, Sheriff's Office
FROM: Leah Thomas, Deputy Clerk of the Board
SUBJECT: New Liquor License

The attached application for a liquor license has been received by the Navajo County Clerk of the Board of Supervisor's Office. You have received this application as part of the verification process. Please submit your report or comments **NO LATER THAN July 19, 2024**, to this office. Your help in expediting the County's part of the approval process is much appreciated.

SERIES: 006 Bar

APPLICANT NAME: Rebekah Barbeta

BUSINESS NAME: Wild Woman Saloon & Grill

BUSINESS LOCATION: 2381 HWY 260, Overgaard, AZ 85933

PARCEL NUMBER: 206-52-131A

ZONING:

Please advise if the above application **DOES/ DOES NOT** (highlight one) meet the requirements of this department.

Comments:

Property taxes on parcel # 206-52-131A are current.

Kari Lopez
Navajo County Treasurer



NAVAJO COUNTY

Board of Supervisors

Fern Benally • Alberto L. Peshlakai • Jason E. Whiting • Daryl Seymore • Dawnafe Whitesinger

"We are Navajo County"

DATE: June 26, 2024
TO: Leah Thomas, Deputy Clerk of the Board
FROM: Cody Cooper, Planning Manager
SUBJECT: New Liquor License

The attached application for a liquor license has been received by the Navajo County Clerk of the Board of Supervisor's Office. You have received this application as part of the verification process. Please submit your report or comments **NO LATER THAN July 19, 2024**, to this office. Your help in expediting the County's part of the approval process is much appreciated.

SERIES: 006 Bar

APPLICANT NAME: Rebekah Barbeta

BUSINESS NAME: Wild Woman Saloon & Grill

BUSINESS LOCATION: 2381 HWY 260, Overgaard, AZ 85933

PARCEL NUMBER: 206-52-131A

ZONING: Special Development (SD)

Please advise if the above application **DOES/ DOES NOT** (highlight one) meet the requirements of this department.

Comments: The subject parcel (APN # 206-52-131A) is a portion of the "Mixed-Commercial" designation of the Bisontown 1, A Condominium Final Plat. Because of this, provided there are not H.O.A. issues (if applicable), a liquor license for a bar would be an allowed use on this property.



NAVAJO COUNTY

Board of Supervisors

Fern Benally • Alberto L. Peshlakai • Jason E. Whiting • Daryl Seymore • Dawnafe Whitesinger

"We are Navajo County"

DATE: June 26, 2024
TO: Planning & Zoning, Health Department, Treasurer, Sheriff's Office
FROM: Leah Thomas, Deputy Clerk of the Board
SUBJECT: New Liquor License

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SERIES: 006 Bar

APPLICANT NAME: Rebekah Barbeta

BUSINESS NAME: Wild Woman Saloon & Grill

BUSINESS LOCATION: 2381 HWY 260, Overgaard, AZ 85933

PARCEL NUMBER: 206-52-131A

ZONING:

Please advise if the above application **DOES/ DOES NOT** (highlight one) meet the requirements of this department.

Comments:

Owner has submitted an application and is in the process of obtaining a permit.

Leah Thomas

From: Kirby Coppedge
Sent: Friday, August 2, 2024 1:56 PM
To: Leah Thomas
Subject: RE: Liquor Licenses Application - Wild Woman Saloon & Grill

My apologies for the late response. We have no objection to this application.

From: Leah Thomas <Leah.Thomas@navajocountyaz.gov>
Sent: Friday, August 2, 2024 1:41 PM
To: Kirby Coppedge <kirby.coppedge@navajocountyaz.gov>
Cc: David Clouse <David.Clouse@navajocountyaz.gov>
Subject: FW: Liquor Licenses Application - Wild Woman Saloon & Grill
Importance: High

Hi Kirby,

Can you please let me know the position of the Sheriff's Office on this application?

Thank you,
[Leah Thomas, CMC](#)
Deputy Clerk of the Board



From: Leah Thomas
Sent: Tuesday, July 30, 2024 10:05 AM
To: Kirby Coppedge <kirby.coppedge@navajocountyaz.gov>
Subject: Liquor Licenses Application - Wild Woman Saloon & Grill

Good Morning Kirby,

Can you please provide the Sheriff Departments position for the attached Liquor License Application?

Thank you,

[Leah Thomas, CMC](#)
Deputy Clerk of the Board

Work: 928.524.4104 **Fax:** 928.524.4239 **Email:** leah.thomas@navajocountyaz.gov

Web: www.navajocountyaz.gov **Address:** 100 East Code Talkers Drive, Holbrook, AZ 86025
Teamwork | Accountability | Integrity | Excellence | Innovation





Board of Supervisors Regular

3. a.

Meeting Date: 08/13/2024

Title: FY 24-25 Tax Rates for Navajo County Taxing Districts

Submitted By: Jayson Vowell, Finance Director

Department: Administrative Services **Division:** Finance

Presented By: Jayson Vowell

Motion before the Board:

Consideration and adoption of the Fiscal Year 2024-2025 Property Tax Rates for all Navajo County Taxing Districts.

Background:

The property tax rates are consistent with the FY 24-25 adopted budgets for each of the applicable entities within Navajo County.

Recommendation:

Staff recommends adoption of the FY 24-25 property tax rates.

Attachments

FY24-25 Property Tax Rates

Form Review

Inbox	Reviewed By	Date
Finance Director	Jayson Vowell	08/02/2024 09:14 AM
Form Started By: Jayson Vowell		Started On: 08/02/2024 09:08 AM
Final Approval Date: 08/02/2024		

NAVAJO COUNTY
SUMMARY OF TAX LEVIES & RATES
Fiscal Year 2024-25

AUTHORITY CODE	DISTRICT AND PURPOSE	DISTRICT PROPERTY TAX LEVY	ASSESSED VALUATION	PRIMARY TAX RATE	SECONDARY TAX RATE
2000	Navajo County - Primary	8,404,408	1,035,790,918	0.8114	
14900	Navajo County Library District	934,283	1,035,790,918		0.0902
3001	Navajo County Public Health Service District	2,337,780	1,035,790,918		0.2257
FLOOD CONTROL DISTRICTS					
15726	Silver Creek Flood Control Protection District	53,069	50,986,413		0.1041
15727	Little Colorado River Flood Control Zone	118,362	59,180,836		0.2000
15728	Navajo County Flood Control District	2,113,086	857,235,739		0.2465
FIRE DISTRICTS					
11201	Joseph City Fire District	195,197	6,444,087		3.0291
11203	Pinetop Fire District	5,695,775	170,023,122		3.3500
11205	Heber-Overgaard Fire District	2,675,592	110,106,685		2.4300
11207	Clay Springs-Pinedale Fire District	434,316	16,704,455		2.6000
11208	Woodruff Fire District	27,450	732,003		3.7500
11210	Sun Valley Fire District	51,000	2,398,162		2.1266
11211	McLaws Road Fire District	5,096	1,605,906		0.3173
11212	Timber Mesa Fire & Medical District	13,453,708	407,688,107		3.3000
11900	Navajo County - Fire District Assistance Tax	1,035,791	1,035,790,818		0.1000
ROAD DISTRICTS					
20001	Timberland Acres Special Road Dist. #1	80,225	5,368,944		1.4942
20010	Silver Creek County Road Dist.	8,400	1,029,981		0.8155
20038	Victory Heights Road Maintenance District	20,000	1,291,672		1.5484
28309	White Mountain Lake Special Road Dist. #2	66,000	4,909,729		1.3443
SANITARY DISTRICTS					
21251	Pinetop/Lakeside Sanitary Dist.	400,000	208,491,446		0.1919
21255	Heber/Overgaard Sanitary Dist.	450,000	106,987,152		0.4206
CITIES & TOWNS					
4151	City of Holbrook - Primary	115,018	24,544,992	0.4686	
4155	City of Winslow - Primary	474,180	36,579,487	1.2963	
13001	Joseph City Street Lighting Improvement District	22,772	7,632,734		0.2983
13002	City of Show Low Street Lighting District	300,653	214,598,889		0.1401
COMMUNITY COLLEGE					
8150	Northland Pioneer College - Primary	18,340,750	1,035,790,918	1.7707	



Board of Supervisors Regular

4. a.

Meeting Date: 08/13/2024

Title: FY 2025 Tax Rates & Levies for School Districts

Submitted For: Jalyn Gerlich, Superintendent of Schools

Submitted By: Melissa Buckley, Clerk of the Board of Supervisors

Department: Superintendent of Schools

Presented By: Jalyn Gerlich

Motion before the Board:

Consideration and adoption of the Fiscal Year 2025 Tax Rates and Levies for all Navajo County School Districts.

Background:

State statute requires the Board of Supervisors to approve primary and secondary tax rates and levies for school districts on or before the third Monday in August each year.

Recommendation:

Recommend approval

Attachments

FY2025 School Tax Rates

Form Review

Form Started By: Melissa Buckley

Started On: 08/02/2024 03:51 PM

Final Approval Date: 08/02/2024

**NAVAJO COUNTY SCHOOL DISTRICTS
2024-25
SUMMARY OF TAX RATES AND LEVIES**

SCHOOL DISTRICT	ASSESSED VALUATION	TAX LEVY	TAX RATE	TOTAL	
WINSLOW UNIFIED SCHOOL DISTRICT #1	PRIMARY	52,838,248	1,734,151	3.2820	5.8559
	SECONDARY	52,838,248	1,360,004	2.5739	
JOSEPH CITY UNIFIED SCHOOL DISTRICT #2	PRIMARY	93,219,264	4,006,471	4.2979	5.0371
	SECONDARY	93,219,264	689,077	0.7392	
HOLBROOK UNIFIED SCHOOL DISTRICT #3	PRIMARY	52,697,881	1,950,032	3.7004	7.3012
	SECONDARY	52,697,881	1,897,546	3.6008	
PINON UNIFIED SCHOOL DISTRICT #4	PRIMARY	1,127,884	0	0.0000	0.0000
	SECONDARY	1,127,884	0	0.0000	
SNOWFLAKE UNIFIED SCHOOL DISTRICT #5	PRIMARY	112,735,035	3,923,968	3.4807	3.4807
	SECONDARY	112,735,035	0	0.0000	
HEBER/OVERGAARD UNIFIED SCHOOL DISTRICT #6	PRIMARY	114,010,715	3,828,822	3.3583	4.0544
	SECONDARY	114,010,715	793,629	0.6961	
SHOW LOW UNIFIED SCHOOL DISTRICT #10	PRIMARY	270,854,041	9,226,101	3.4063	3.7357
	SECONDARY	270,854,041	892,193	0.3294	
WHITERIVER UNIFIED SCHOOL DISTRICT #20	PRIMARY	2,047,416	0	0.0000	0.0000
	SECONDARY	2,047,416	0	0.0000	
CEDAR UNIFIED SCHOOL DISTRICT #25	PRIMARY	3,000,912	0	0.0000	0.0000
	SECONDARY	3,000,912	0	0.0000	
KAYENTA UNIFIED SCHOOL DISTRICT #27	PRIMARY	2,013,641	0	0.0000	0.0000
	SECONDARY	2,013,641	0	0.0000	
BLUE RIDGE UNIFIED SCHOOL DISTRICT #32	PRIMARY	330,267,851	11,569,613	3.5031	4.4110
	SECONDARY	330,267,851	2,998,502	0.9079	
NORTHERN ARIZONA VOCATIONAL INSTITUTE OF TECHNOLOGY (NAVIT)	PRIMARY	N/A	N/A	0.0000	0.0500
	SECONDARY	1,028,670,450	514,335	0.0500	
NORTHEASTERN ARIZONA TECHNOLOGICAL INSTITUTE OF VOCATIONAL EDUCATION (NATIVE)	PRIMARY	N/A	N/A	0.0000	0.0500
	SECONDARY	3,141,525	1,571	0.0500	
NAVAJO COUNTY ACCOMMODATION DISTRICT	PRIMARY	0	0	0.0000	0.0000
	SECONDARY	0	0	0.0000	
COUNTY EDUCATION DISTRICT (per ARS § 15-991-01)	PRIMARY	978,032	15,580	1.5930	1.5930
	SECONDARY	N/A	N/A	0.0000	
MINIMUM SCHOOL TAX RATE #2 (per ARS § 15-992)	PRIMARY	93,219,264	0	0.0000	0.0000
	SECONDARY	N/A	N/A	0.0000	
STATE EQUALIZATION ASSISTANCE PROPERTY TAX (per ARS § 15-994)	PRIMARY	1,035,790,920	0	0.0000	0.0000
	SECONDARY	N/A	N/A	0.0000	



Board of Supervisors Regular

5. a.

Meeting Date: 08/13/2024

Title: Annual Treasurer's Report FY 2023-24

Submitted For: Kari Lopez, Treasurer

Submitted By: Olivia Todd, Chief Deputy Treasurer

Department: Treasurer

Presented By: Kari Lopez

Motion before the Board:

Consideration and approval of the following items: Receipt of the Annual Report of Collections and Delinquencies in accordance with A.R.S. §42-18002; Settlement of Accounts; and Request for Authorization to Invest Funds Pursuant to A.R.S. §35-327(G).

Background:

Annual Report of Collections and Delinquencies; Settlement of Accounts:

ARS: 42-18002 Annual report by county treasurer; settlement of accounts; liability for failure to settle

Authorization to Invest and Reinvest County, School and Special District Funds for 2024-2025 fiscal year:

ARS: 35-327(G) Treasurer; duties; safekeeping of securities; warrants of financial officers; earnings; exemptions; responsibilities (G) As provided in this article, the governing body of any subdivision or of any agency, department, board or commission of this state or of any subdivision may, by adopting a resolution of continuing effect, may authorize the treasurer to invest monies collected for the governing body.

Provide the Board with the Amount of Anticipated Revenue:

ARS: 11-495(C) Taxpayers' information fund

(C) The county treasurer shall annually submit to the board of supervisors the amount of anticipated revenues under this section. If the projected revenues are considered to be insufficient to establish and maintain the fund at an adequate level, the monies may accumulate until sufficient monies are available in the fund.

Recommendation:

Board of Supervisors Approval of Receipt of the Annual Report of Collections and Delinquencies in accordance with A.R.S. §42-18002 and Settlement of Accounts with Approval to Invest and Reinvest Funds pursuant to A.R.S. §35-327(G).

Attachments

FY24_Annual_Report_for_BOS

Form Review

Inbox	Reviewed By	Date
Treasurer	Kari Lopez	07/29/2024 12:07 PM
Form Started By: Olivia Todd		Started On: 07/29/2024 08:47 AM
Final Approval Date: 07/29/2024		



NAVAJO COUNTY TREASURER

ANNUAL REPORT TO THE BOARD OF SUPERVISORS

FISCAL YEAR 2023-2024

HOLBROOK, ARIZONA

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REAL PROPERTY TAX



NAVAJO COUNTY TREASURER

KARI LOPEZ, TREASURER

Olivia M. Todd, Chief Deputy Treasurer

PO Box 668 ♦ 100 East Code Talkers Drive
Holbrook Arizona 86025-0668
(928) 524-4172 ♦ NCTO@navajocountyaz.gov

DATE: August 13, 2024

TO: Navajo County Board of Supervisors

FROM: Kari Lopez, Navajo County Treasurer

RE: Annual Report of Collections and Delinquencies; Settlement of Accounts

In accordance with A.R.S. §42-18002, attached is the report of the amount of taxes charged for collections for fiscal year 2023-2024, the total collections for the year, the amount of increase or decrease due to corrections, and the total amount of unpaid taxes on the roll as of June 30, 2024.

The amount forwarded to the Treasurer for corrections was **(\$67,323.76)** for Real Property.

Thank you.

Kari Lopez, Navajo County Treasurer

ACKNOWLEDGMENT

Jason Whiting, Chairman

Date

Melissa Buckley, Clerk of the Board

Date

REAL PROPERTY 2023 TAX COLLECTION RECAP

Taxes charged for collection	92,664,653.82	
Corrections/Board Orders		
Net Change	(67,323.76)	
Revised taxes charged for collection	92,597,330.06	100.00%
Total collections	90,249,173.36	97.46%
Unpaid property taxes as of June 30, 2024	2,348,156.70	2.54%

Tax Levy Totals as of June, 2024 - Secured

Charge	Description	Description	Original	Total	Prior Month	Prior Month	Current	Total	Outstanding
			Levy Amount	Adjustments	Levy Amount	Adjustments	Levy Amount	Paid Amount	Amount
02000	Navajo County	Primary Tax	7,706,937.58	5,532.64	7,701,404.94	0.00	7,701,404.94	7,511,562.62	189,842.32
03001	Navajo Cty Pub Health Svcs Dist	Secondary Tax	2,143,666.40	1,538.80	2,142,127.60	0.00	2,142,127.60	2,089,314.80	52,812.80
04151	City Of Holbrook	Primary Tax	103,821.73	0.00	103,821.73	0.00	103,821.73	96,245.75	7,575.98
04155	City Of Winslow	Primary Tax	430,986.00	4.68	430,981.32	0.00	430,981.32	416,951.22	14,030.10
07001	Winslow SD #1	Primary Tax	1,372,143.98	575.87	1,371,568.11	0.00	1,371,568.11	1,332,833.89	38,734.22
07001	Winslow SD #1	Secondary Tax	1,288,766.00	47.26	1,288,718.74	0.00	1,288,718.74	1,249,162.55	39,556.19
07002	Joseph City SD #2	Primary Tax	3,992,124.12	224.68	3,991,899.44	0.00	3,991,899.44	3,980,578.70	11,320.74
07002	Joseph City SD #2	Secondary Tax	666,424.61	37.00	666,387.61	0.00	666,387.61	664,263.19	2,124.42
07003	Holbrook SD#3	Primary Tax	1,526,123.76	667.94	1,525,455.82	0.00	1,525,455.82	1,459,431.51	66,024.31
07003	Holbrook SD#3	Secondary Tax	1,762,932.11	698.05	1,762,234.06	0.00	1,762,234.06	1,685,884.95	76,349.11
07005	Snowflake SD #5	Primary Tax	2,937,857.42	14,168.35	2,923,689.07	0.00	2,923,689.07	2,824,393.98	99,295.09
07006	Heber-Overgaard SD #6	Primary Tax	3,333,245.91	2,233.54	3,331,012.37	0.00	3,331,012.37	3,249,056.01	81,956.36
07006	Heber-Overgaard SD #6	Secondary Tax	780,856.88	113.78	780,743.10	0.00	780,743.10	762,139.23	18,603.87
07010	Show Low SD #10	Primary Tax	7,720,875.48	9,661.01	7,711,214.47	0.00	7,711,214.47	7,500,904.54	210,309.93
07010	Show Low SD #10	Secondary Tax	883,680.53	641.10	883,039.43	0.00	883,039.43	860,207.73	22,831.70
07032	Blue Ridge Unified SD 32	Primary Tax	9,404,597.46	5,071.16	9,399,526.30	0.00	9,399,526.30	9,163,813.05	235,713.25
07032	Blue Ridge Unified SD 32	Secondary Tax	3,255,665.06	978.73	3,254,686.33	0.00	3,254,686.33	3,175,173.18	79,513.15
07999	County Education District	Primary Tax	18,524.82	0.00	18,524.82	0.00	18,524.82	18,524.82	0.00
08150	Northland Jr. College	Primary Tax	16,655,269.52	11,953.97	16,643,315.55	0.00	16,643,315.55	16,233,030.98	410,284.57
11201	Joseph City Fire District	Secondary Tax	185,782.79	87.75	185,695.04	0.00	185,695.04	180,909.21	4,785.83
11203	Pinetop Fire District	Secondary Tax	5,376,886.78	521.89	5,376,364.89	0.00	5,376,364.89	5,248,601.64	127,763.25
11205	Heber-Overgaard Fire District	Secondary Tax	2,493,453.39	367.96	2,493,085.43	0.00	2,493,085.43	2,434,850.38	58,235.05
11207	Clay Springs-Pinedale Fire District	Secondary Tax	391,886.44	0.00	391,886.44	0.00	391,886.44	379,406.96	12,479.48
11208	Woodruff Fire District	Secondary Tax	21,890.91	0.00	21,890.91	0.00	21,890.91	20,845.63	1,045.28
11210	Sun Valley Fire District	Secondary Tax	50,169.36	298.80	49,870.56	0.00	49,870.56	45,187.99	4,682.57
11211	McLaws Road Fire District	Secondary Tax	4,997.69	0.00	4,997.69	0.00	4,997.69	4,891.28	106.41
11212	Timber Mesa Fire & Medical District	Secondary Tax	12,180,761.57	8,097.16	12,172,664.41	0.00	12,172,664.41	11,871,316.49	301,347.92
11900	Fire District Assist Fund	Secondary Tax	949,793.27	681.54	949,111.73	0.00	949,111.73	925,713.45	23,398.28
13001	Joseph City Street Light District	Secondary Tax	18,471.60	10.78	18,460.82	0.00	18,460.82	17,873.01	587.81
13002	City Of Show Low Street Light ID	Secondary Tax	269,529.41	240.42	269,288.99	0.00	269,288.99	262,874.51	6,414.48
14900	Navajo County Library District	Secondary Tax	856,674.23	614.51	856,059.72	0.00	856,059.72	834,957.16	21,102.56
15726	Silver Creek Flood Control District	Secondary Tax	52,689.95	6.89	52,683.06	0.00	52,683.06	50,905.20	1,777.86
15727	Little Colorado River Zone District	Secondary Tax	113,349.95	6.54	113,343.41	0.00	113,343.41	108,909.76	4,433.65
15728	Navajo Co. Flood Control	Secondary Tax	1,975,239.33	1,680.00	1,973,559.33	0.00	1,973,559.33	1,915,925.04	57,634.29
16826	Woodruff Irrigation District	Special District	11,560.00	0.00	11,560.00	0.00	11,560.00	10,609.98	950.02
20001	Timberland Acres RID #1	Secondary Tax	78,656.05	(0.02)	78,656.07	0.00	78,656.07	77,200.53	1,455.54
20010	Silver Creek CRID	Secondary Tax	8,167.31	0.00	8,167.31	0.00	8,167.31	8,011.94	155.37
20038	Victory Heights RID	Secondary Tax	19,877.21	0.00	19,877.21	0.00	19,877.21	19,429.41	447.80
21251	Ptp-Lakeside SID	Secondary Tax	399,940.55	152.63	399,787.92	0.00	399,787.92	388,630.32	11,157.60
21255	Heber Overgaard Sanitary District	Secondary Tax	449,774.07	67.67	449,706.40	0.00	449,706.40	438,996.19	10,710.21
28309	White Mtn Lake #2 Spec. CRID	Secondary Tax	64,699.56	0.00	64,699.56	0.00	64,699.56	62,084.98	2,614.58
28311	Porter Mtn DWID	Special District	9,030.22	0.00	9,030.22	0.00	9,030.22	8,556.11	474.11
28333	White Mtn Lakes Rec	Special District	175,313.53	0.00	175,313.53	0.00	175,313.53	152,431.26	22,882.27
28975	Fawnbrook DWID	Special District	46,521.31	0.00	46,521.31	0.00	46,521.31	43,783.21	2,738.10
28976	Overgaard Domestic Waste Water	Special District	1,855.00	0.00	1,855.00	0.00	1,855.00	1,662.50	192.50
30000	Northern Arizona VIT	Secondary Tax	471,937.03	340.68	471,596.35	0.00	471,596.35	459,890.76	11,705.59
30001	NE Az Tech Inst Of Voc Ed	Secondary Tax	1,245.94	0.00	1,245.94	0.00	1,245.94	1,245.76	0.18
Totals for Tax Year: 2023			92,664,653.82	67,323.76	92,597,330.06	0.00	92,597,330.06	90,249,173.36	2,348,156.70



INVESTMENTS



NAVAJO COUNTY TREASURER

KARI LOPEZ, TREASURER

Olivia M. Todd, Chief Deputy Treasurer

PO Box 668 ♦ 100 East Code Talkers Drive

Holbrook Arizona 86025-0668

(928) 524-4172 ♦ NCTO@navajocountyaz.gov

DATE: August 13, 2024

TO: Navajo County Board of Supervisors

FROM: Kari Lopez, Navajo County Treasurer

RE: Request for Authorization to Invest Funds Pursuant to A.R.S. §35-327(G)

As required by A.R.S. §35-327(G), I am requesting, as Navajo County's Treasurer, authorization to invest and reinvest county, school, and special district funds as necessary for the 2024-2025 fiscal year.

Thank you.

Kari Lopez, Navajo County Treasurer

APPROVED

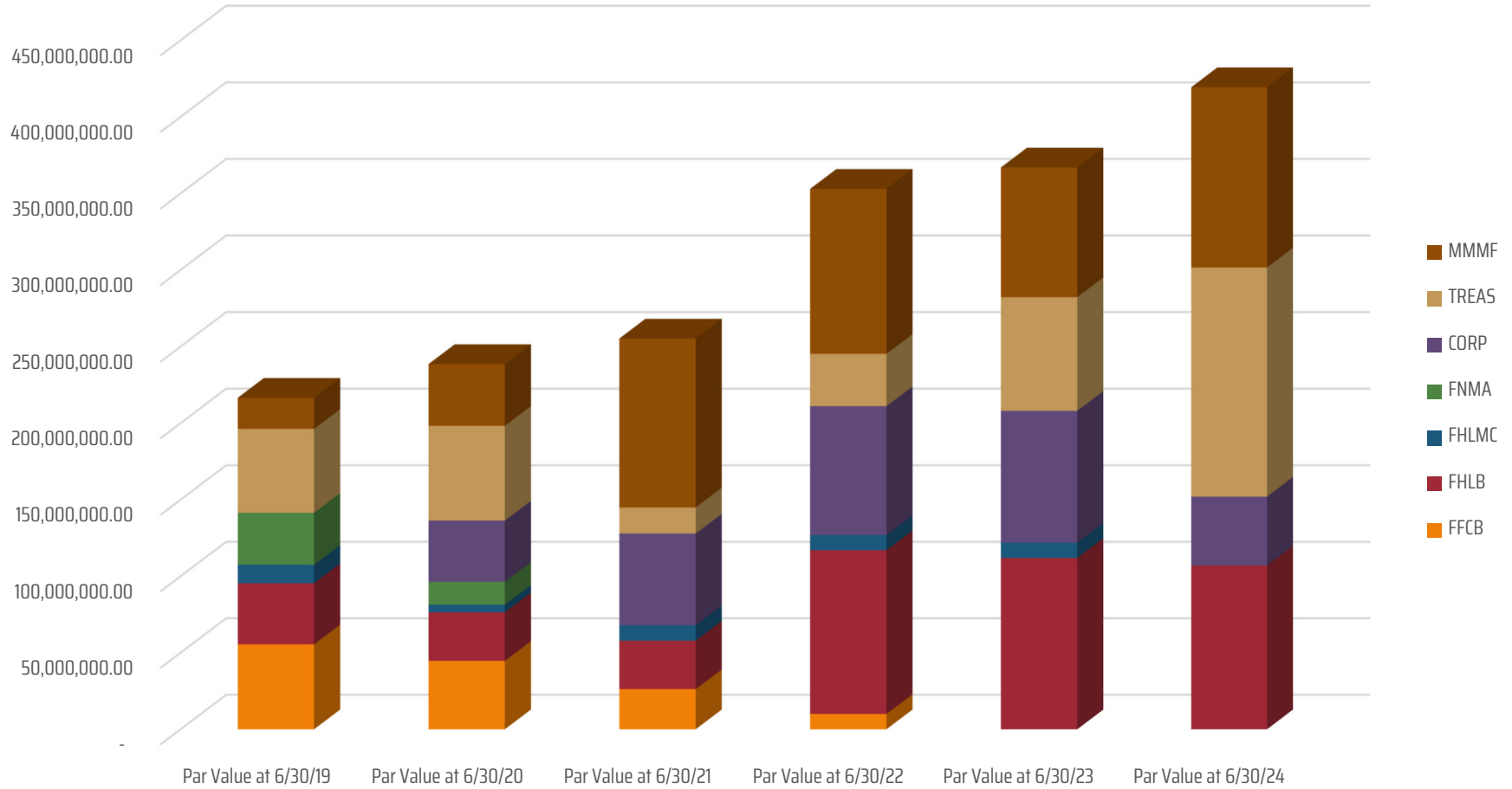
Jason Whiting, Chairman

Date

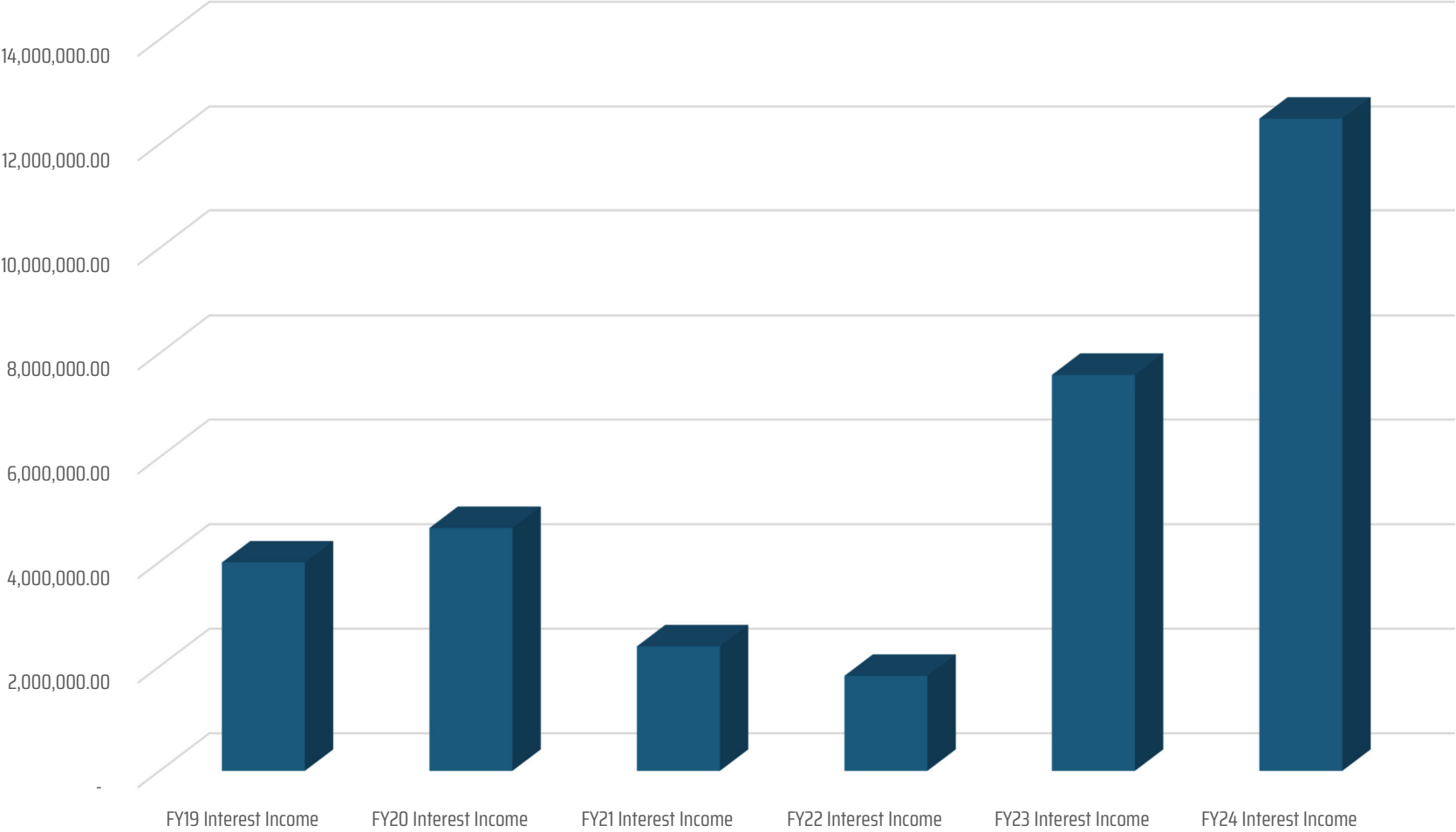
Melissa Buckley, Clerk of the Board

Date

Navajo County Investment Portfolio Par Value at Fiscal Year-End



Navajo County Investment Portfolio Interest Income





TREASURER'S PROCESSING FUND



NAVAJO COUNTY TREASURER

KARI LOPEZ, TREASURER

Olivia M. Todd, Chief Deputy Treasurer

PO Box 668 ♦ 100 East Code Talkers Drive

Holbrook Arizona 86025-0668

(928) 524-4172 ♦ NCTO@navajocountyaz.gov

TREASURER'S PROCESSING FUND

2024-2025 ESTIMATE

According to A.R.S. §11-495(C), "The county treasurer shall annually submit to the board of supervisors the amount of anticipated revenues under this section."

Based on an estimated sale of certificates of \$1,000,000, we have calculated that the C.P. Processing Fund collections for 2024-2025 will be \$10,000.

Kari Lopez, Navajo County Treasurer



Board of Supervisors Regular

6. a.

Meeting Date: 08/13/2024

Title: ABAN 24-03: Extinguishment of Public Easement off Rocky Lane in Clay Springs - D4

Submitted By: Bryan Cook, Sr. Engineering Project Manager II

Department: Public Works

Presented By: Bryan Cook/William Flake

Motion before the Board:

Consideration and possible adoption of **Resolution Number 34-2024**, extinguishing a 30-foot public ingress and egress easement over two properties in Section 15, Township 11 North, Range 19 East of the Gila and Salt River Base and Meridian Recorded on Fee#2018-9280.

Background:

Staff worked with the applicant and identified additional parties to be included and notified about the extinguishment to ensure support from all directly affected property owners, of which all three parties have given support. These are:

- Applicant (original landowner to both affected properties)
- Current landowner of 208-14-027A
- Current landowner of 208-14-031A

During the review, it was determined that:

- No properties are land-locked
- There is no Homeowners Association (HOA)
- The public easement, identified as "Easement A," on survey 2018-9280 was originally established as part of a minor land subdivision.
- The public easement's intended purpose was to serve a potential larger subdivision that was never pursued.
- The parcels associated with the easement experienced multiple changes and multiple surveys with conflicting information.
- A new public easement for access was created and dedicated along the current northern property boundary of parcel 208-14-031A.
- Intended to replace the easement identified as "Easement A", but was not exchanged or extinguished correctly

Notifications and Result:

- Notifications about the extinguishment were sent in mail to all properties within a 300-foot radius and in-field postings were made.
- Navapache Electric confirmed their usage of the easement and that our process doesn't extinguish their usage and access rights.
- No additional responses have been received.

Recommendation:

Staff recommends the approval of the motion for the extinguishment of a public easement.

Attachments

Staff Report
Resolution

Form Review

Inbox

Brandt Clark
Public Works Director
Form Started By: Bryan Cook
Final Approval Date: 08/02/2024

Reviewed By

Brandt Clark
Madhav Mundle

Date

08/02/2024 09:15 AM
08/02/2024 01:16 PM
Started On: 07/23/2024 07:33 AM



Navajo County Public Works Department

STAFF REPORT

ABAN: 24-03

ACTION: ABANDON EXTINGUISH EXCHANGE

APPLICANT/OWNER and MAILING ADDRESS:

Kimberly Webb
208-440-4304
1238 E Southern Homestead Blvd
Enoch, Utah 84721

APN: 208-14-031A & 208-14-027A

District: 4

LEGAL DESCRIPTION: T. 11 N. R. 19 E. SECTION 15

Extinguishment an easement in District 4 over two properties, shown on survey 2021-20845.

REASON FOR REQUEST:

The applicants are requesting the extinguishment of the identified easement over the two properties because the easement is no longer needed and that the other easements for access are more preferable. The easement was established when properties were split and operated under the assumption when combined that the easement for the portion across 208-14-031A, that the easement was abandoned. In the same survey showing the “Abandonment” a new easement following the property boundary was established.

The accessing property has combined their parcel as well and seeks to remove the easement as well due to the easement no longer being needed.

STAFF REVIEW:

- 30' Public easement
- Easement was not previously extinguished as shown on survey 2023-05702
- Easement is missing on survey 2024-00800
- Not part of a Plated Subdivision or HOA
- No parcels are landlocked
- Adjacent property owner to applicant has provided a letter of support.
- Property owner is selling property and interested party has submitted a letter of support
- The property that has been combined is accessible through additional easements.
- Extinguishment will remove public rights for access only public utility easements will need to be resolved with utility companies.
- Navapache Electric has existing utilities and confirmed that our process doesn't negate their utility component of the easement.
- If approved by the Board of Supervisors, the affected properties become unburdened by public easement for use as access.

DEPARTMENTAL COMMENTS:

Please review packet and provide comments. Please check either Approve or Deny. Responses will be used to determine if the application goes to BOS with staff support or without.

COUNTY ENGINEER:

Approve: Deny:

COMMENTS: (if more space is needed right see attachment and included on a separate page)

William W. Flake

5-24-2024

William Flake; P.E., CFM

Date:

PLANNING AND DEVELOPMENT SERVICES:

Approve: Deny:

COMMENTS:

Michael Larisch

Michael Larisch (May 30, 2024 08:47 PDT)

Mischa Larisch

Date:

PUBLIC WORKS DIRECTOR:

Approve: Deny:

COMMENTS:

Madhav Mundle
Madhav Mundle (Jun 6, 2024 13:32 PDT)

Madhav Mundle; P.E.

6/6/24

Date:

DEPUTY COUNTY ATTORNEY:

Approve: Deny:

Reviewed as it pertains to legal status of the roadway and any special circumstances affecting the County's legal rights.

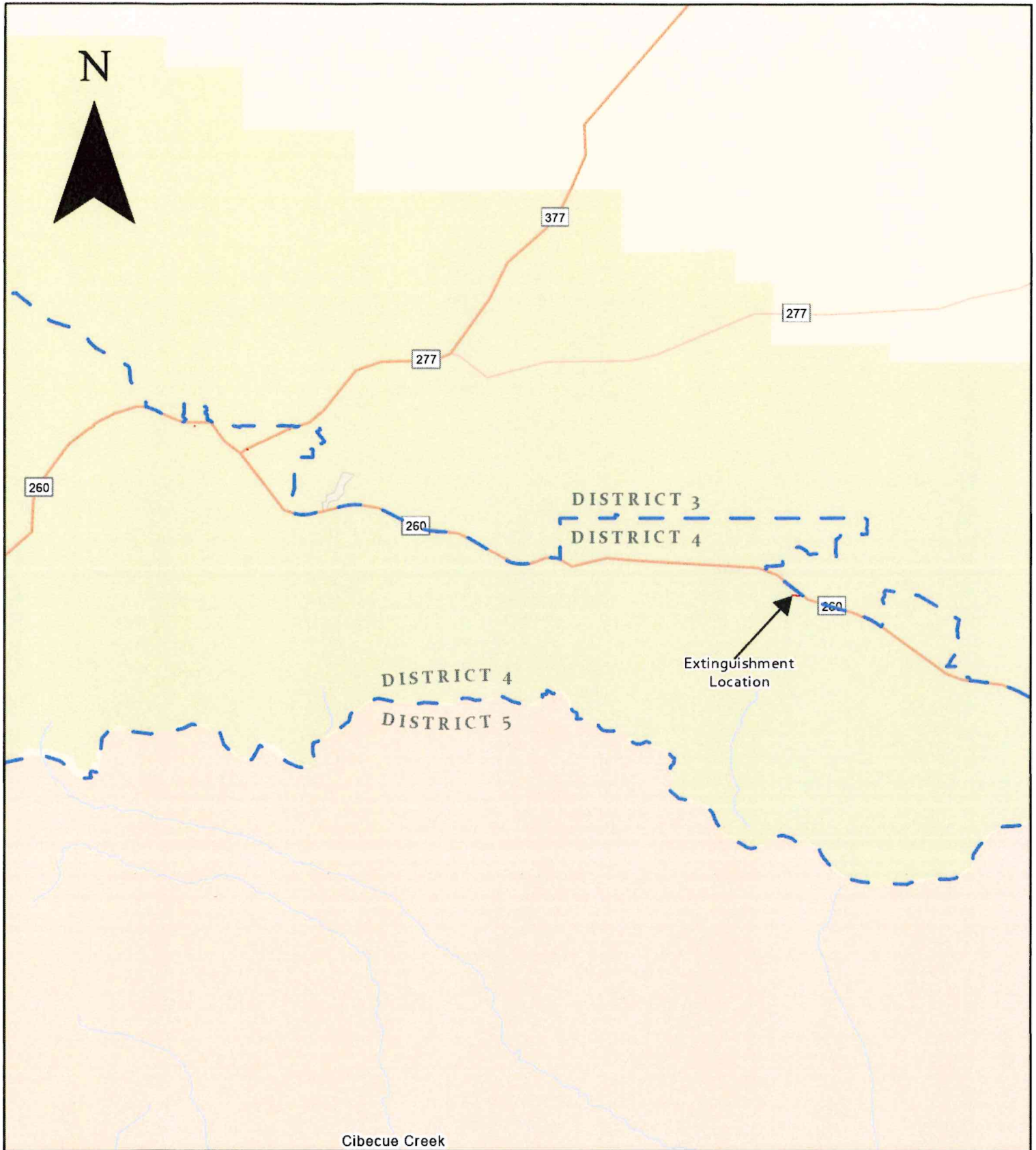
COMMENTS:

Brandt Clark

Brandt Clark

June 6, 2024

Date:

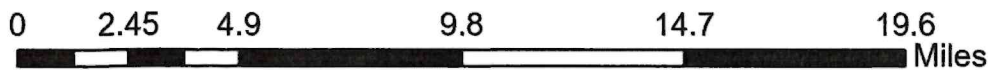


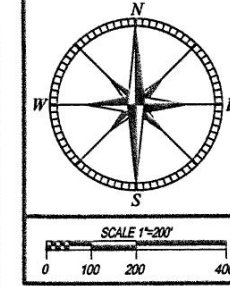
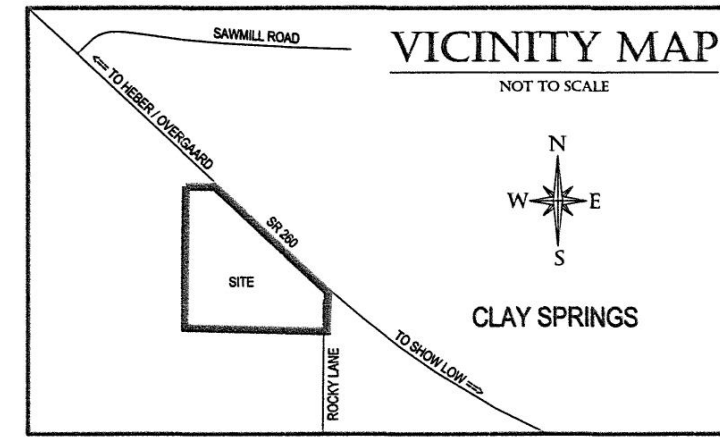
Navajo County Public Works

ABAN 24-03: Proposed Easement Extinguishment Area Map

N Legend

 Easement





LEGEND

- LS 16165 - RONALD MATKIN
FOUND #5 REBAR WITH 2" ALUMINUM CAP STAMPED LS 16165
- AHD BC
ARIZONA HIGHWAY DEPARTMENT
FOUND 3" BRASS CAP
- FS AC
1979 FOREST SERVICE MONUMENT
FOUND 3" ALUMINUM CAP STAMPED LS 11758
- GLO BC
1936 GLO MONUMENT
FOUND 1" PIPE WITH 2.5" BRASS CAP
- LS 53246 - DANIAL PUCKETT
FOUND #5 REBAR WITH 1.5" ALUMINUM CAP
- LS 53246 - DANIAL PUCKETT
SET #5 REBAR WITH 1.5" ALUMINUM CAP STAMPED LS 53246
- (M) MEASURED
- (1) BOOK 55 OF SURVEYS PAGE 9 - HOOK CONSULTING
- (2) BOOK 64 OF SURVEYS PAGE 54 - HOOK CONSULTING
- (3) AZ STATE HIGHWAY DEPARTMENT PROJECT F-053-2-809
- (4) SURVEY FEE 2017-13594 - LANDMARK TECHNOLOGIES

NUM	DELTA	MEASURED			RECORD (S)
		ARC	RADIUS	BEARING	
C1	22°59'21"	3105.35'	7739.44'	N59°03'23"W	3084.56' 7739.44'
C2	0°30'09"	67.88'	7739.44'	N47°18'38"W	67.88' 7739.44'
C3	23°29'30"	3173.22'	7739.44'	N56°48'19"W	3151.04' 7739.44'

NOTES:

- 1) THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT; EASEMENTS AND RIGHTS OF WAY WHICH COULD EXIST MAY NOT BE SHOWN.
- 2) LANDMARK RESERVES THE RIGHTS TO ALL ARTWORK, DATA AND KNOWLEDGE GENERATED IN THE COURSE OF PERFORMING THIS SURVEY AND DRAWING.
- 3) FENCES AND STRUCTURES ARE NOT SHOWN ON THIS SURVEY.
- 4) NO ENCROACHMENTS OF THE PROPERTY LINES WERE FOUND AT TIME OF SURVEY.
- 5) NO GAPS OR OVERLAPS WERE FOUND TO EXIST BETWEEN ADJOINING PROPERTIES.

2018-09280
Page 1 of 1
Requested By:
Landmark
Technologies
Navajo County
Recorder - Doris
Clark
06-12-2018 03:08
PM Recording Fee
\$24.00

EASEMENT A:
A public 30' Ingress, Egress, and Utility easement over a portion of the southeast quarter of the northwest quarter of Section 15, Township 11 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, whose centerline is described as follows:

Using as the Basis of Bearing the line from the South 1/4 corner of said Section 15, being a found 1" pipe with a 2.5" brass 1936 GLO cap, North 00°36'05" East 5282.22 feet, to the North 1/4 corner of said Section 15, being a found 1" pipe with a 2.5" brass 1936 GLO cap;

Commencing at the southeast corner of Parcel A per Survey Fee 2017-13594, Records of Navajo County, Arizona, being a found #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence North 00°36'05" East 157.00 feet to the Point of Beginning;
Thence North 89°36'05" West 312.10 feet;
Thence North 67°20'41" West 219.14 feet;
Thence North 89°36'05" West 572.91 feet to the Point of Terminus;

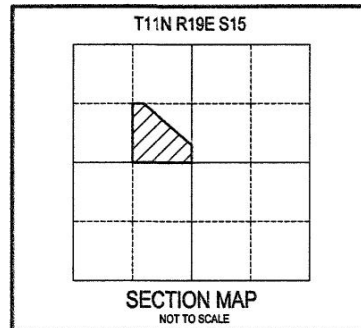
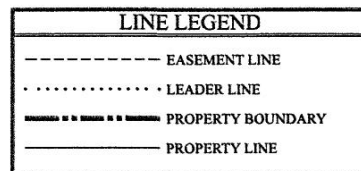
Containing an area of 0.75 acres, more or less.

EASEMENT B:
A public 30' Ingress, Egress, and Utility easement over a portion of the southeast quarter of the northwest quarter of Section 15, Township 11 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, whose centerline is described as follows:

Using as the Basis of Bearing the line from the South 1/4 corner of said Section 15, being a found 1" pipe with a 2.5" brass 1936 GLO cap, North 00°36'05" East 5282.22 feet, to the North 1/4 corner of said Section 15, being a found 1" pipe with a 2.5" brass 1936 GLO cap;

Commencing at the southeast corner of Parcel A per Survey Fee 2017-13594, Records of Navajo County, Arizona, being a found #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence North 00°36'05" East 254.51 feet to the Point of Beginning;
Thence North 68°28'19" West 231.39 feet;
Thence North 47°01'49" West 162.84 feet to the Point of Terminus;

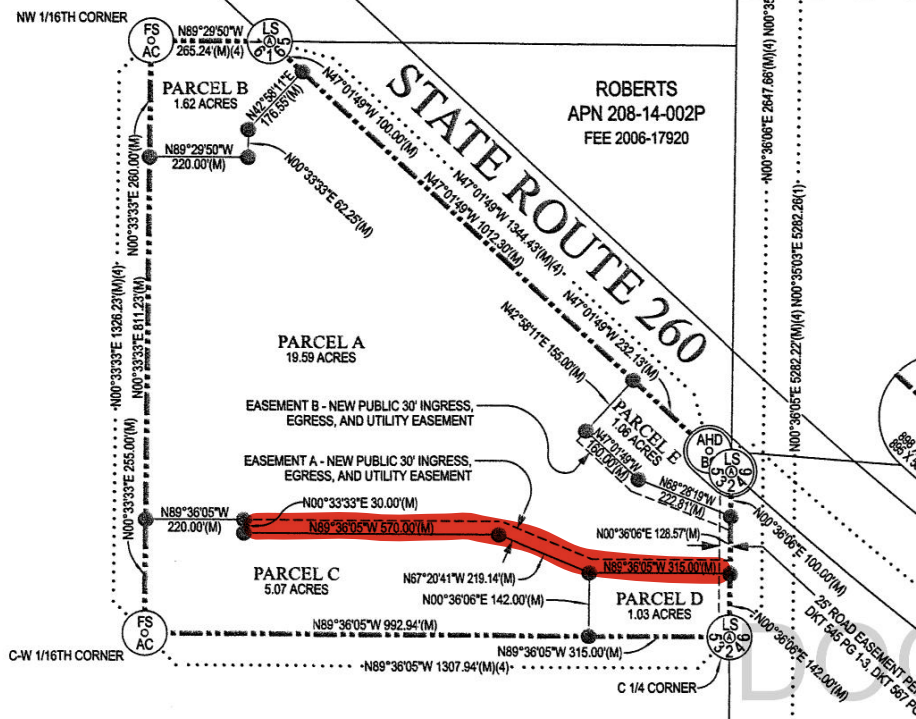
Containing an area of 0.27 acres, more or less.



SURVEYOR'S CERTIFICATION
I hereby certify that this map and the survey on which it was based were performed by me and that all information contained herein is true and correct to the best of my knowledge and belief.

DATES OF FIELD SURVEY:
JUL.19. 2017
AUG.02. 2017
DEC.04. 2017

LANDMARK JOB # 18955A
DANIAL PUCKETT
APPROVED
EXPIRES 3-31-2018



PARCEL	APN	NAME	FEE
A	208-14-002Q	SUNRISE TRUST	2018-06502
B	208-14-002R	SUNRISE TRUST	2018-06503
C	208-14-002S	SUNRISE TRUST	2018-06504
D	208-14-002T	SUNRISE TRUST	2018-06505
E	208-14-002U	SUNRISE TRUST	2018-06506

BASIS OF BEARING:
ALL MEASUREMENTS WERE MADE USING REAL-TIME KINEMATIC GPS OBSERVATIONS WITH NORTH REFERENCED TO NAD83. ALL DISTANCES ARE GROUND DISTANCES.

LANDMARK TECHNOLOGIES
RECORD OF SURVEY - PROPERTY SPLIT
SECTION 15, TOWNSHIP 11 NORTH, RANGE 19 EAST
SUNRISE TRUST
FOR CLIENT IN ORDER TO SPLIT PROPERTY

DANIAL L. PUCKETT
Website: landmarksurvey.info
Email: landmarksurvey411@gmail.com
1539 Falcon Lane - P.O. Box 1156
Pinedale, AZ 85934
CELL: 928-205-2800

APN	208-14-002N	COUNTY	NAVAJO
DATE	JUN 06, 2018	DWG #	F2
JOB	170925A	SHEET	1 OF 1
DESC.	Clay Spring 260 Split		
REV. 1	To Update Easements		

LEGAL DESCRIPTIONS:

PARCEL A:
A portion of the southeast quarter of the northwest quarter of Section 15, Township 11 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, described as follows:

Using as the Basis of Bearing the line from the South 1/4 corner of said Section 15, being a found 1" pipe with a 2.5" brass 1936 GLO cap, North 00°36'05" East 5282.22 feet, to the North 1/4 corner of said Section 15, being a found 1" pipe with a 2.5" brass 1936 GLO cap;

Commencing at the southeast corner of Parcel A per Survey Fee 2017-13594, Records of Navajo County, Arizona, being a found #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence North 00°36'05" East 142.00 feet to the Point of Beginning, being a set #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence North 89°36'05" West 315.00 feet to a set #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence North 67°20'41" West 219.14 feet to a set #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence North 89°36'05" West 570.00 feet to a set #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence North 00°33'33" East 30.00 feet to a set #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence North 89°36'05" West 220.00 feet to a set #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence North 00°33'33" East 811.23 feet to a set #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence South 89°29'50" East 220.00 feet to a set #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence North 00°33'33" East 62.25 feet to a set #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence North 42°58'11" East 176.55 feet to a set #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence South 47°01'49" East 1012.30 feet to a set #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence South 42°58'11" West 155.00 feet to a set #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence South 47°01'49" East 160.00 feet to a set #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence South 68°28'19" East 222.81 feet to a set #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence South 00°36'05" West 128.57 feet to the Point of Beginning;

Containing an area of 19.59 acres, more or less.

PARCEL B:

A portion of the southeast quarter of the northwest quarter of Section 15, Township 11 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, described as follows:

Using as the Basis of Bearing the line from the South 1/4 corner of said Section 15, being a found 1" pipe with a 2.5" brass 1936 GLO cap, North 00°36'05" East 5282.22 feet, to the North 1/4 corner of said Section 15, being a found 1" pipe with a 2.5" brass 1936 GLO cap;

Beginning at the northwest corner of Parcel A per Survey Fee 2017-13594, Records of Navajo County, Arizona, being a found 3" aluminum 1979 Forest Service monument;
Thence South 89°29'50" East 265.24 feet to a found #5 rebar with a 2" aluminum cap stamped LS 16165;
Thence South 47°01'49" East 100.00 feet to a set #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence South 42°58'11" West 176.55 feet to a set #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence South 00°33'33" West 62.25 feet to a set #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence North 89°29'50" West 220.00 feet to a set #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence North 00°33'33" East 260.00 feet to the Point of Beginning;

Containing an area of 1.62 acres, more or less.

PARCEL C:

A portion of the southeast quarter of the northwest quarter of Section 15, Township 11 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, described as follows:

Using as the Basis of Bearing the line from the South 1/4 corner of said Section 15, being a found 1" pipe with a 2.5" brass 1936 GLO cap, North 00°36'05" East 5282.22 feet, to the North 1/4 corner of said Section 15, being a found 1" pipe with a 2.5" brass 1936 GLO cap;

Beginning at the southwest corner of Parcel A per Survey Fee 2017-13594, Records of Navajo County, Arizona, being a found 3" aluminum 1979 Forest Service monument;
Thence North 00°33'33" East 255.00 feet to a set #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence South 89°36'05" East 220.00 feet to a set #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence South 00°33'33" West 30.00 feet to a set #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence South 89°36'05" East 570.00 feet to a set #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence South 67°20'41" East 219.14 feet to a set #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence South 00°36'05" West 142.00 feet to a set #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence North 89°36'05" West 992.94 feet to the Point of Beginning;

Containing an area of 5.07 acres, more or less.

PARCEL E:

A portion of the southeast quarter of the northwest quarter of Section 15, Township 11 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, described as follows:

Using as the Basis of Bearing the line from the South 1/4 corner of said Section 15, being a found 1" pipe with a 2.5" brass 1936 GLO cap, North 00°36'05" East 5282.22 feet, to the North 1/4 corner of said Section 15, being a found 1" pipe with a 2.5" brass 1936 GLO cap;

Commencing at the southeast corner of Parcel A per Survey Fee 2017-13594, Records of Navajo County, Arizona, being a found #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence North 00°36'05" East 270.57 feet to the Point of Beginning, being a set #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence North 68°28'19" West 222.81 feet to a set #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence North 47°01'49" West 160.00 feet to a set #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence North 42°58'11" East 155.00 feet to a set #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence South 47°01'49" East 232.13 feet to a found 3" brass Arizona Highway Department cap;
Thence along a non-tangent curve having an arc length of 67.88 feet, a radius of 7739.44 feet, a chord of South 47°18'38" East 67.88 feet, and a delta angle of 0°30'09" to a found #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence South 00°36'05" West 100.00 feet to the Point of Beginning;

Containing an area of 1.06 acres, more or less.

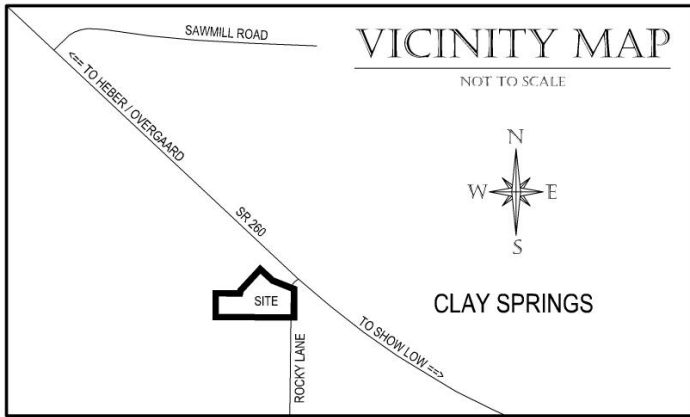
PARCEL D:

A portion of the southeast quarter of the northwest quarter of Section 15, Township 11 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, described as follows:

Using as the Basis of Bearing the line from the South 1/4 corner of said Section 15, being a found 1" pipe with a 2.5" brass 1936 GLO cap, North 00°36'05" East 5282.22 feet, to the North 1/4 corner of said Section 15, being a found 1" pipe with a 2.5" brass 1936 GLO cap;

Beginning at the southeast corner of Parcel A per Survey Fee 2017-13594, Records of Navajo County, Arizona, being a found #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence North 89°36'05" West 315.00 feet to a set #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence North 00°36'05" East 142.00 feet to a set #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence North 89°36'05" East 315.00 feet to a set #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence South 00°36'05" West 142.00 feet to the Point of Beginning;

Containing an area of 1.03 acres, more or less.



LEGAL DESCRIPTIONS

PARCEL A:

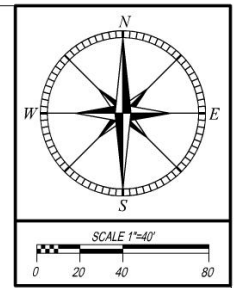
A portion of the southeast quarter of the northwest quarter of Section 15, Township 11 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, described as follows:

Using as the Basis of Bearing the line from the Center 1/4 corner of said Section 15, being a found #5 rebar with a 1.5" aluminum cap stamped LS 53246, thence North 89°37'58" West 1307.91 feet to a found 2" pipe with a 3" aluminum Forest Service cap stamped LS 11758;

Beginning at the said Center 1/4 corner, being a found #5 rebar with a 1.5" aluminum cap stamped LS 53246; Thence North 89°38'10" West 747.78 feet to a found #4 rebar with an orange plastic cap stamped LS 47854; Thence North 00°32'26" East 225.03 feet to a found #4 rebar with an orange plastic cap stamped LS 47854; Thence South 89°37'25" East 196.54 feet to a found #4 rebar with an orange plastic cap stamped LS 47854; Thence South 89°39'34" East 33.30 feet to a found #5 rebar with a 1.5" aluminum cap stamped LS 53246; Thence North 11°28'24" East 30.55 feet to a found #4 rebar with an orange plastic cap stamped LS 47854; Thence North 42°49'14" East 246.72 feet to a found #4 rebar with an orange plastic cap stamped LS 47854; Thence North 42°47'48" East 29.47 feet to a found #4 rebar with an orange plastic cap stamped LS 47854; Thence South 47°13'59" East 159.97 feet to a found #4 rebar with an orange plastic cap stamped LS 47854; Thence South 68°30'46" East 222.75 feet to a found #4 rebar with an orange plastic cap stamped LS 47854; Thence South 00°34'09" West 270.60 feet to the Point of Beginning;

Containing an area of 5.33 acres, more or less.

NAVAJO COUNTY LOT COMBINATION



EASEMENT A:

A 30 foot public ingress, egress, and utility easement across a portion of the southeast quarter of the northwest quarter of Section 15, Township 11 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, whose centerline is described as follows:

Using as the Basis of Bearing the line from the Center 1/4 corner of said Section 15, being a found #5 rebar with a 1.5" aluminum cap stamped LS 53246, thence North 89°37'58" West 1307.91 feet to a found 2" pipe with a 3" aluminum Forest Service cap stamped LS 11758;

Commencing at the Center 1/4 corner of said Section 15, being a found #5 rebar with a 1.5" aluminum cap stamped LS 53246; Thence North 00°34'09" East 270.60 feet to a found #4 rebar with an orange plastic cap stamped LS 47854; Thence North 68°30'46" West 222.75 feet to a found #4 rebar with an orange plastic cap stamped LS 47854; Thence North 47°13'59" West 144.97 feet to the Point of Beginning;

Thence South 42°47'48" West 29.47 feet; Thence South 42°49'14" West 242.51 feet; Thence South 11°28'24" West 29.30 feet to the Point of Terminus;

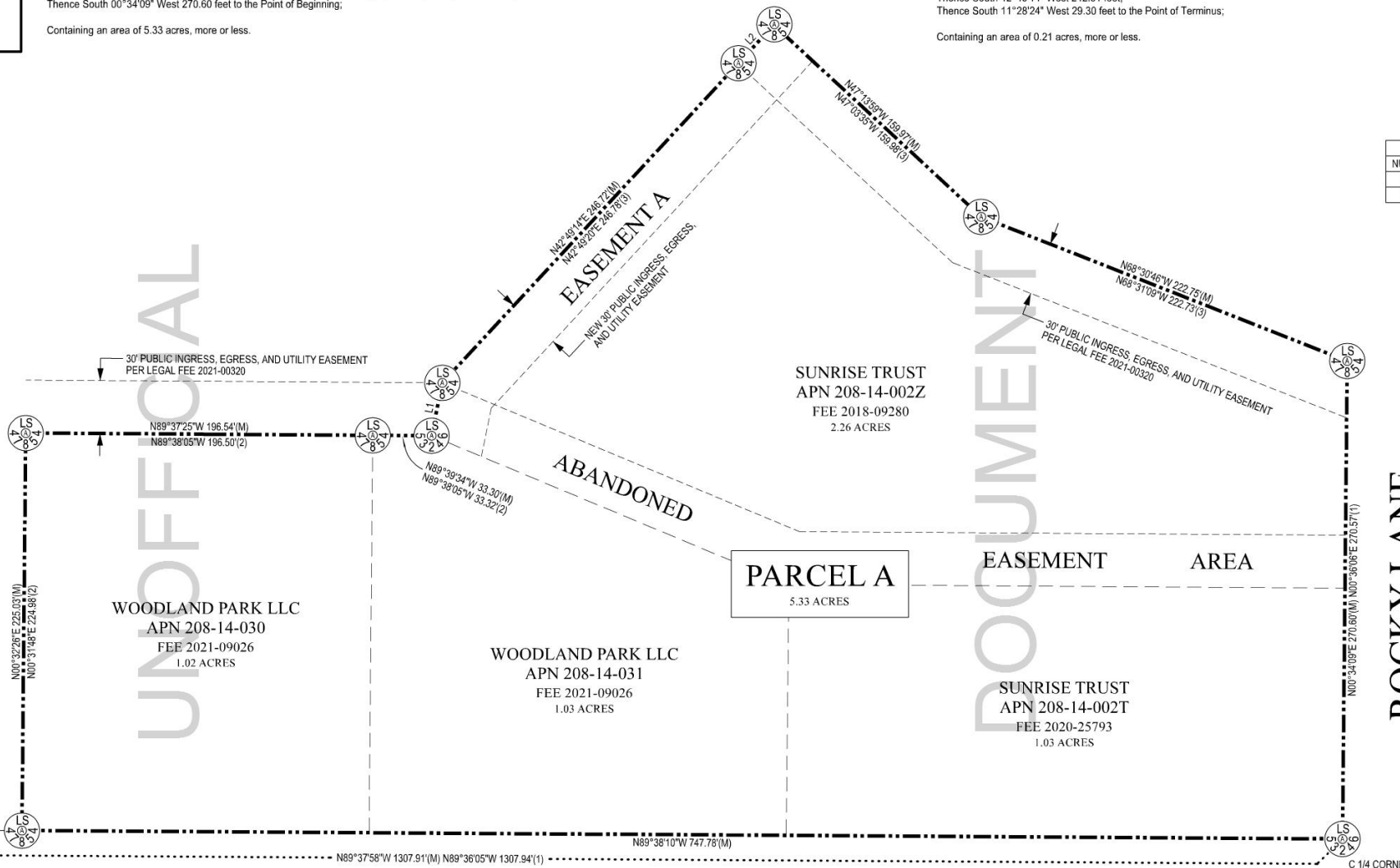
Containing an area of 0.21 acres, more or less.

2023-05702
Page 1 of 1
Navajo County Recorder - Michael Sample
Requested By: Landmark Technologies
05-04-2023 09:18 AM Recording Fee \$24.00

	MEASURED		RECORD (3)
NUM	BEARING	DISTANCE	BEARING DISTANCE
L1	N11°28'24"E	30.55'	N11°29'57"E 30.58'
L2	N42°47'48"E	29.47'	N42°49'20"E 29.86'

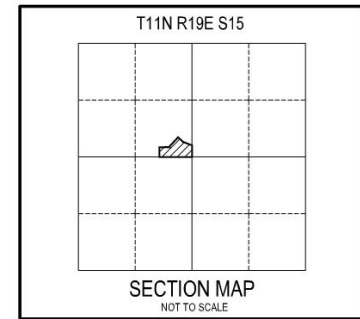
LEGEND

- LS 47854 - DAN BROOKS
FOUND #4 REBAR WITH ORANGE PLASTIC CAP STAMPED LS 47854
- LS 53246 - DANIAL PUCKETT
FOUND #5 REBAR WITH 1.5" ALUMINUM CAP STAMPED LS 53246
- FS 11758 - FOREST SERVICE MONUMENT
FOUND 2" PIPE WITH 3" ALUMINUM CAP STAMPED LS 11758
- (M) MEASURED
- (1) SURVEY FEE 2018-09280 - LANDMARK TECHNOLOGIES
- (2) SURVEY FEE 2021-1112 - BROOKS
- (3) SURVEY FEE 2021-20845 - BROOKS



LINE LEGEND

- EASEMENT LINE
- LEADER LINE
- OLD PROPERTY LINE
- PROPERTY BOUNDARY
- PROPERTY LINE



SURVEYOR'S CERTIFICATION
I hereby certify that this map and the survey on which it is based was performed in the field under my direct supervision, and that all information contained herein is true and correct to the best of my knowledge and belief.

LAST DATE OF FIELD WORK:
MAY 01, 2023

ABANDONED EASEMENT:

An abandoned portion of Easement A, per Fee 2021-00320, Records of Navajo County, Arizona, located in a portion of the southeast quarter of the northwest quarter of Section 15, Township 11 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, whose centerline is described as follows:

Using as the Basis of Bearing the line from the Center 1/4 corner of said Section 15, being a found #5 rebar with a 1.5" aluminum cap stamped LS 53246, thence North 89°37'58" West 1307.91 feet to a found 2" pipe with a 3" aluminum Forest Service cap stamped LS 11758;

Commencing at the Center 1/4 Corner of said Section 15, being a found #5 rebar with a 1.5" aluminum cap stamped LS 53246; Thence North 00°36'06" East 157.00 feet to the Point of Beginning; Thence North 89°36'05" West 312.10 feet; Thence North 67°20'41" West 219.14 feet to the Point of Terminus;

Containing an area of 0.37 acres, more or less.

BASIS OF BEARING:

ALL MEASUREMENTS WERE MADE USING REAL-TIME KINEMATIC GPS OBSERVATIONS WITH NORTH REFERENCED TO NAD83. ALL DISTANCES ARE GROUND DISTANCES.

NOTES:

- 1) THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT; EASEMENTS AND RIGHTS OF WAY WHICH COULD EXIST MAY NOT BE SHOWN.
- 2) LANDMARK RESERVES THE RIGHTS TO ALL ARTWORK, DATA AND KNOWLEDGE GENERATED IN THE COURSE OF PERFORMING THIS SURVEY AND DRAWING.
- 3) FENCES AND STRUCTURES ARE NOT SHOWN ON THIS SURVEY.
- 4) NO ENCROACHMENTS OF THE PROPERTY LINES WERE FOUND AT TIME OF SURVEY.
- 5) NO GAPS OR OVERLAPS WERE FOUND TO EXIST BETWEEN ADJOINING PROPERTIES.

LANDMARK TECHNOLOGIES®

LANDMARK TECHNOLOGIES

RECORD OF SURVEY - BOUNDARY SURVEY

SECTION 15, TOWNSHIP 11 NORTH, RANGE 19 EAST

KIMBERLY WEBB

FOR CLIENT IN ORDER TO COMBINE LOTS

230412A

Website: landmarksurvey.info	APN: 208-14-002T, 002Z, 030, 031	COUNTY: NAVAJO
Email: landmarksurvey411@gmail.com	DATE: MAY 02, 2023	DWG #: F1
1539 Falcon Lane - P.O. Box 1156	JOB: 230412A	SHEET: 1 OF 1
Pinedale, AZ 85934	DESC.: 260 Ease Combo	
CELL: 928-205-2800	REV. 0	



Navajo County Public Works Department

APPLICATION FOR

 RIGHT-OF-WAY ABANDONMENT

EASEMENT EXTINGUISHMENT

 RIGHT-OF-WAY EXCHANGE

CASE NO. ABAN-

DATE: MARCH 6, 2024

DESCRIBE REASON FOR REQUEST:

ABANDON EASEMENT "A" IN FULL. PORTIONS OF THIS EASEMENT ARE ON PARCELS 208-14-031A & 208-14-027A. NEITHER PARTIES WISH TO USE THIS EASEMENT AS OTHER, MORE PREFERABLE ACCESS IS AVAILABLE. JAY & JOANN ABNEY WILL BE SUBMITTING THEIR LETTER OF SUPPORT SEPARATELY.

APPLICANT KIMBERLY WEBB PHONE NO. (208) 440-4304

MAILING ADDRESS 1238 E SOUTHERN HOMESTEAD BLVD

CITY ENOCH STATE: UT ZIP CODE: 84721

LOCATION INFORMATION:

LEGAL DESCRIPTION: T N, R E, SECTION

APPLICANT'S PARCEL NUMBER: - -

LOCATION (GENERAL):

RIGHT-OF-WAY/EASEMENT WIDTH AND LENGTH:

ROAD NAME:

PLEASE SUBMIT THE FOLLOWING WITH YOUR APPLICATION:

1. COPY OF RECORDED DEED FOR THE PROPERTIES ABUTTING THE ABANDONMENT
2. RECORD OF SURVEY OF THE PROPOSED ABANDONMENT OR THE RECORDED PLAT OF THE SUBDIVISION WITH PROPOSED ABANDONMENT HIGHLIGHTED
3. APPLICATION FEE OF \$100

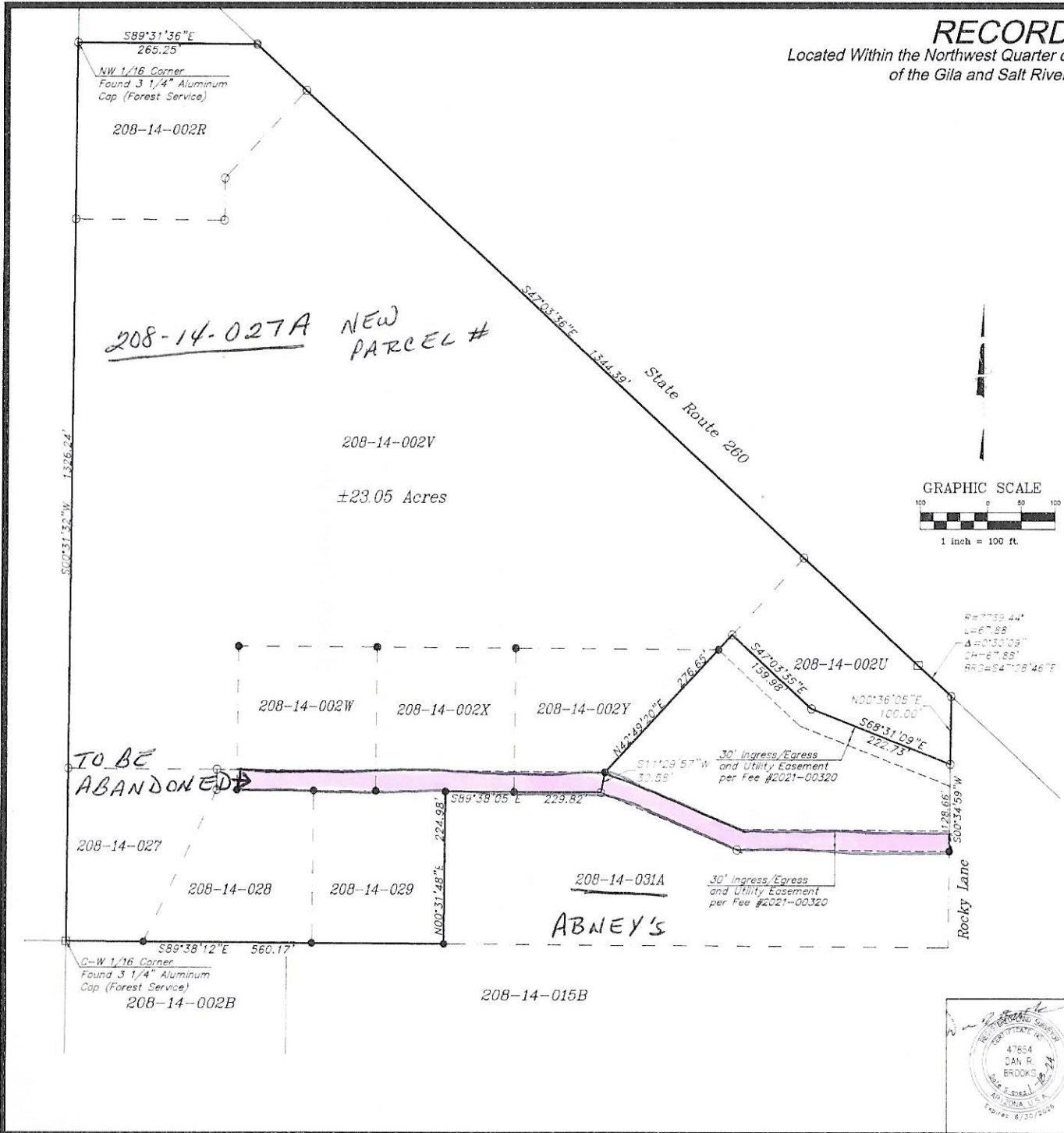
Navajo County Public Works Department, P.O. BOX 668 - 100 East Carter Drive, Holbrook, AZ 86025

Phone: (928) 524-4100 Fax: (928) 524-4122 TDD: (928) 524-4294

E-mail publicworks@co.navajo.az.us HOME PAGE: <http://www.co.navajo.az.us>

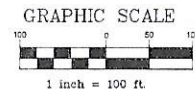
RECORD OF SURVEY

Located Within the Northwest Quarter of Section 15, Township 11 North, Range 19 East of the Gila and Salt River Meridian, Navajo County, Arizona



NOTES:

- The Basis of Bearing was Established by GPS Observations Based on Geodetic North.
- The Owner did not Provide a Title Report for this Survey. Easements, Right of Way's, etc., Which Could Exist May Not be Shown.
- The Owners of this Property at the Time of this Survey are: Woodland Park LLC
- It is the Owner's Responsibility to Comply with all State, County and Local Regulations and Guidelines.



REFERENCES

- Record of Survey by Landmark Technologies Recorded as Fee #2018-09280
- Record of Survey by Dan Brooks Surveying Recorded as Fee #2021-01112
- Record of Survey by Dan Brooks Surveying Recorded as Fee #2021-20845

LEGEND:

- Found 2" Aluminum Cap LS 16165
- Found 1 1/2" Aluminum Cap LS 53246
- Arizona Highway Department 3" Brass Cap
- Found 1/2" Rebar w/Plastic Cap LS 47854
- Boundary Line This Survey
- - - Let Lines to be Removed

SURVEYOR'S CERTIFICATION:

I Hereby Certify that this Map and the Survey on Which it is Based was Performed in the Field Under my Direct Supervision; And the Information Contained Hereon is True and Correct to the Best of my Knowledge and Belief.

Dan R. Brooks
 Dan R. Brooks AZ. L.S. No. 47854



DAN BROOKS	
P.O. Box 3669 SHOW LOW, ARIZONA 85902 PH. (928) 358-2471 E-MAIL: danbrooks.surveying@yahoo.com	
RECORD OF SURVEY	
NW 1/4 Section 15 T11N, R19E	
DRN: egb	DATE: 12/2023
CHD: DRB	DATE: 12/2023
JOB NO. 830-3	SHEET 1 OF 1

April 10, 2024

Brian Cook,

Jarrell Abney and JoAnn Abney are the property owners of 1898 Rocky Lane, Show Low, AZ 85901. We support the application to extinguish the easement that runs through our property.

Sincerely,

Handwritten signatures of Jarrell Abney and JoAnn Abney in cursive script.

Jarrell Abney and JoAnn Abney

James Iannuzo
3111 East Acoma Dr.
Phoenix, Arizona 85032

TEL: 602-295-9713

Tuesday, April 16, 2024

Bryan Cook
Navajo County Public Works
100 West Public Works Dr.
Holbrook, AZ 86025

Mr, Bryan Cook:

Please add James and Maria Iannuzo as interested parties related to easement extinguishment for parcel 208-14-027A. We are the contracted Buyers with an anticipated Close of Escrow on or before July 1, 2024.

We support the extinguishment of easements into the parcel as proposed.

Sincerely,

James Iannuzo

Maria Iannuzo

Enclosures:
Debbie Harris

When recorded, return to:
County Engineer
Navajo County Public Works Department
P. O. Box 668
Holbrook, AZ 86025

RESOLUTION NO. __-24

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF NAVAJO COUNTY, ARIZONA, EXTINGUISHING A 30-FOOT PUBLIC INGRESS AND
EGRESS EASEMENT OVER TWO PROPERITES IN SECTION 15, TOWNSHIP 11
NORTH, RANGE 19 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN
RECORDED ON FEE# 2018-9280**

WHEREAS, the easement recorded in the Office of the Navajo County Recorder, Holbrook, Arizona, in 2018 under FEE# 2018-9280 is referred to as "EASEMENT A"; and

WHEREAS, the easement is currently located over and across Navajo County Assessor Parcel Numbers 208-14-031A and 208-14-027A; and

WHEREAS, letters of support were received from both current property owners, and notifications regarding the extinguishment were sent out and posted for 60 days without any negative responses; and

WHEREAS, the Public Works Department has advised, and the Board of Supervisors concurs, that the easement is unnecessary for public access and may be extinguished; and

WHEREAS, the County Attorney's Office supports the legality of the extinguishment; and

WHEREAS, the proposed extinguishment of the easement has been duly noticed in accordance with the Navajo County Road Abandonment Policy; and

WHEREAS, ARS § 28-7214 allows for the extinguishment of public right-of-way easements by the Navajo County Board of Supervisors through resolution.

WHEREAS, ARS § 28-7210 provides that notwithstanding any such extinguishment, existing rights of way and easements for certain utility purposes remain in place,

NOW, THEREFORE, be it resolved by the Board of Supervisors of Navajo County that the 30-foot public easement for ingress and egress, identified as "EASEMENT A" on FEE# 2018-9280, recorded with the Navajo County Recorder's Office within Section 15, Township 12 North, Range 19 East of the Gila and Salt River Base and Meridian, is hereby extinguished.

PASSED, ADOPTED AND APPROVED at Holbrook, Arizona on August 13th, 2024.

NAVAJO COUNTY BOARD OF SUPERVISORS

Chair of the Board

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
County of Navajo)

The foregoing instrument was acknowledged before me on August _____ 2024, by _____, Chair of the Navajo County Board of Supervisors, on behalf of the Board.

Notary Public

My commission expires: _____



Board of Supervisors Regular

6. b.

Meeting Date: 08/13/2024

Title: Intergovernmental Agreement with the State of Arizona, Department of Transportation D4

Submitted For: Madhav Mundle, Public Works Director

Submitted By: Jeanine Carruthers, Deputy Director Administration

Department: Public Works

Presented By: Madhav Mundle

Motion before the Board:

Consideration of approval of an Intergovernmental Agreement with the State of Arizona, Department of Transportation for Redhead St; Crandell Rd-Capps Rd & Porter St; 5th Ave to 2nd Ave, sidewalk and bicycle path improvement design.

Background:

The Arizona State Match Advantage for Rural Transportation funds (AZ SMART Funds) was established by the Arizona State Legislature to assist eligible cities, towns, counties and ADOT in applying for and winning Federal Grants for surface transportation projects. The Navajo County (County) has received funding through AZ SMART Fund for the design of a Project in the Heber-Overgaard unincorporated area of the County. The work proposed under this Agreement consists of design options to improve school routes through infrastructure improvements, such as sidewalks, bike lanes, multi-use paths and crossings for Mogollon High School and Capps Elementary School. ADOT will administer the design development. The County intends to administer the construction of the Project and will be pursuing a federal grant for the construction of the said project.

Recommendation:

Staff recommends approval.

Attachments

Intergovernmental Agreement

Form Review

Inbox	Reviewed By	Date
Brandt Clark	Brandt Clark	07/17/2024 11:21 AM
Public Works Director	Madhav Mundle	07/17/2024 01:54 PM
Form Started By: Jeanine Carruthers		Started On: 07/17/2024 11:07 AM
Final Approval Date: 07/17/2024		

ADOT CAR No.: IGA 24-0009753-I
AG Contract No.: P0012024001350
Project Location/Name: Redhead St;
Crandell Rd-Capps Rd & Porter St; 5th Ave
to 2nd Ave
Type of Work: Sidewalk and Bicycle Path
Improvement
Federal-aid No.: NNA-0(207)T
ADOT Project No.: T0585 01D/03D
TIP/STIP No.: NACOG 24-16
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: 104458

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE NAVAJO COUNTY

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

I. RECITALS

1. The State is empowered by A.R.S. §§ 28-339 and 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Local Agency is empowered by A.R.S. §§ 28-339 and 11-251 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. The federal Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58 (November 15, 2021), created multiple new federal grant programs for surface transportation purposes to be administered by the US Department of Transportation. IIJA is currently authorized through September 30, 2026. Congress may extend IIJA prior to passing a new long-term highway program authorization, and these extensions may extend the September 30, 2026 deadline.
4. The Arizona State Match Advantage for Rural Transportation funds (AZ SMART Funds) was established by the Arizona State Legislature in Laws 2022, Chapter 322 House Bill 2872 which became effective on September 24, 2022 to assist eligible cities, towns, counties and ADOT in applying for and winning Federal Grants for surface transportation projects.

5. The work proposed under this Agreement consists of design options to improve school routes through infrastructure improvements, such as sidewalks, bike lanes, multi-use paths and crossings for Mogollon High School and Capps Elementary School, (the "Project"). The Local Agency has received funding through AZ SMART Fund for the design of the Project. The Project cost, shown in Exhibit A, is estimated at \$170,000, which includes AZ SMART Funds. The State will administer the design. The Local Agency intends to administer construction of the Project and will be pursuing a grant as a direct recipient.
6. The interest of the State in this Project is for the use and benefit of the Local Agency pursuant to federal law and regulations. The State shall be the designated agent for the Local Agency for the Project.
7. The foregoing Recitals and Exhibit A shall be incorporated into this Agreement.

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

II. SCOPE OF WORK

1. The Parties agree:
 - a. To perform their responsibilities consistent with this Agreement; any change or modification to the Local Agency's Project will only occur with the mutual written consent of both Parties.
 - b. To adhere to A.R.S. § 28-339.
 - c. The Local Agency was awarded Design and Other Engineering Services (DOES) funds from the AZ SMART Funds on March 15, 2024. The federal grant application for construction of the Project must be submitted by the Local Agency prior to the passage of a new long-term highway program authorization that succeeds the IJA, which is currently authorized through September 30, 2026. Congress may extend IJA prior to passing a new long-term highway program authorization, and these extensions may extend the September 30, 2026 deadline. Federal grant awards will require the execution of a federal grant agreement.
 - d. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Local Agency is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project design amount is less than the initial estimate, the difference between the final Project design amount and the initial estimate will be de-obligated or otherwise released from the Project. Any remaining AZ SMART Funds will be returned to the State. The Local Agency acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.

2. The State will:
 - a. Execute this Agreement, and if funds for the Project are available, be the Local Agency's designated agent for the Project.
 - b. If Project Development Administration ("PDA") costs exceed the estimate during the development of design, notify the Local Agency, obtain concurrence prior to continuing with the development of design, and invoice as determined by ADOT and the Local Agency for additional costs to enable continuing PDA for the Project. If design costs exceed the estimate prior to completion of design, invoice the Local Agency for Project costs exceeding design. After the Project costs are finalized invoice or reimburse the Local Agency for the difference between actual costs and the amount the Local Agency has paid for PDA and design.
 - c. Advertise for and enter into contract(s) with the consultant(s) for the design and post-design of the Project. Should costs exceed the maximum AZ SMART Funds available it is understood and agreed that the Local Agency will be responsible for any overage.
 - d. On behalf of the Local Agency prepare and provide all documents pertaining to the design and post-design of the Project, incorporating comments from the Local Agency, as appropriate. Review and approve documents required by the Federal Highway Administration ("FHWA") to qualify the Project for and to receive federal funds. Perform tasks that may consist of, but are not limited to, preparation of environmental documents; analysis and documentation of environmental categorical exclusion determinations; geologic materials testing and analysis; right of way related oversight and stewardship activities; preparation of reports, design plans, maps, specifications and cost estimates and other related tasks essential to the design development of the Project.
3. The Local Agency will:
 - a. Designate the State as the Local Agency's authorized agent for the Project.
 - b. Agree to be responsible for actual PDA costs, if during the development of design, PDA costs exceed the initial estimate. Be responsible and pay for the difference between the estimated and actual PDA and design costs of the Project within 30 days of receipt of an invoice.
 - c. Review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the State as appropriate.
 - d. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by AZ SMART Funds. Should costs be deemed ineligible or exceed the maximum AZ SMART Funds available, it is understood and agreed that the Local Agency is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.

- e. Certify that all necessary rights of way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right of way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right of Way personnel during any right of way process performed by the Local Agency, if applicable.
- f. As applicable, the Local Agency shall certify that it has adequate resources to discharge the Local Agency's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that they will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual (23 CFR 710.201). Additionally the Local Agency shall certify that all real estate related activities requiring licensure are performed by licensed individuals as defined by the Arizona Department of Real Estate (A.R.S. §§ 32-2121 & 32-2122).
- g. Not permit or allow any encroachments on or private use of the right of way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Local Agency shall take all necessary steps to remove or prevent any such encroachment or use. Provide a copy of encroachment permits issued within the Project limits to the State.
- h. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter the Local Agency's rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said Local Agency's rights of way. This temporary right will expire with completion of the Project.
- i. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve a location within the final right of way to re-establish the prior right location for those utilities with prior rights.
- j. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any Local Agency requested changes to the scope of work of the Project, such changes will require State approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the Local Agency. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.
- k. Submit an application to an appropriate federal discretionary grant program for the construction phase of the Project in accordance with section (II.1.c.) of this Agreement. Should the Local Agency no longer choose to pursue a federal grant for the construction phase of the Project, the Local Agency will be responsible for repaying all AZ SMART

Fund expenditures for the Project. Payment for these costs shall be made within 30 days of receipt of an invoice from the State.

- l. Provide periodic reports to ADOT regarding the status of the Project, federal grant application preparation and submission, federal grant agreement execution, and other Project or federal grant information as requested by ADOT.

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.
2. Amendments. Any change or modification to this Agreement will only occur with the mutual written consent of both Parties.
3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made.
4. Cancellation. This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.
6. Third-Party Indemnification. The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the Local Agency shall be specifically named as a third-

party beneficiary. This provision may not be amended without the approval of the Local Agency.

7. Liability. ADOT assumes no liability or financial responsibility for AZ SMART Fund Projects or the information submitted by the Applicant. The Applicant is solely responsible for complying with all applicable laws, rules and regulations, for any additional funding required to complete the Project(s) and for any claims due to delays, change orders or any other circumstances.
8. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
9. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
10. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
11. Records. The Applicant is required to retain all records related to AZ SMART Funds for a period of five years after the date of the final payment of AZ SMART Funds from ADOT.
12. Audit. All AZ SMART Fund Projects are subject to audit. The State may refer Projects to the State Auditor General or ADOT's Internal Audit unit in cases of suspected misuse of AZ SMART Funding.
13. Title VI. The Applicant acknowledges and will comply with Title VI of the Civil Rights Act of 1964.
14. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated by reference regarding "Non-Discrimination."
15. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
16. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
17. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.

18. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
19. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
20. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Group
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

Navajo County
Attn: Madhav Mundle
100 West Public Works Drive
Holbrook, AZ 86025
928.524.4056
Madhav.mundle@navajocountyaz.gov

For Project Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

Navajo County
Attn: Will Flake
100 West Public Works Drive
Holbrook, AZ 86025
928.524.4100
william.flake@navajocountyaz.gov

For Financial Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

Navajo County
Attn: Jeanine Carruthers
100 West Public Works Drive
Holbrook, AZ 86025
928.524.4100
jeanine.carruthers@navajocountyaz.gov

21. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party with written notice to the other Party.
22. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.
23. Electronic Signatures. This Agreement may be signed in an electronic format including DocuSign.

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

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

THE NAVAJO COUNTY

By _____ Date _____
JASON WHITING
Chair, Board of Supervisors

ATTEST:

By _____ Date _____
MELISSA BUCKLEY
Clerk of the Board

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, and the Navajo County, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. §§ 28-339 and 11-251 and declare this Agreement to be in proper form and within the powers and authority granted to the Navajo County under the laws of the State of Arizona.

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

By _____ Date _____
County Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____
AUDRA MERRICK
Multimodal Planning Division Director

This Agreement between public agencies, the State of Arizona and the Navajo County, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. §§ 28-339 and 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date _____
Assistant Attorney General

EXHIBIT A
Cost Estimate

T0585 01D/03D

The Project costs are estimated as follows:

ADOT Project Development Administration (PDA) Cost:

AZ SMART Funds @ 100% \$30,000

Scoping/Design:

AZ SMART Funds @ 100% \$140,000

Estimated TOTAL Project Cost **\$170,000**



Board of Supervisors Regular

6. c.

Meeting Date: 08/13/2024

Title: Task Agreement Number 36 to the MOA with the BIA Navajo Region, Fort Defiance Agency

Submitted For: Madhav Mundle, Public Works Director

Submitted By: Jeanine Carruthers, Deputy Director Administration

Department: Public Works

Presented By: Madhav Mundle

Motion before the Board:

Consideration of Task Agreement Number 36 to the Memorandum of Agreement with the Bureau of Indian Affairs Navajo Region, Fort Defiance Agency, Branch of Road Maintenance for the funding of culverts for BIA route N9806.

Background:

The Fort Defiance Agency, Branch of Road Maintenance is requesting Navajo County's assistance in purchasing culverts to replace the existing culverts on N9806 roadway. The current culverts are plugged and water overflows onto the roadway when it rains, causing the road to be unsafe to the traveling public. The equipment and workforce will be provided by the BIA Branch of Road Maintenance (BORM) along with any additional materials that may be needed.

Recommendation:

Staff recommends approval of Task Agreement Number 36 with the Bureau of Indian Affairs Department of Transportation- Navajo Region.

Fiscal Impact

Fiscal Year: FY2025

Budgeted Y/N: Y

Amount Requested: 70000.00

Fiscal Impact:

Funds are budgeted under District II Navajo Nation Special Road Funds.

Attachments

Task Agreement No 36

Funding Request

Culvert Quotes

Form Review

Inbox

Brandt Clark
Public Works Director

Reviewed By

Brandt Clark
Madhav Mundle

Date

08/08/2024 10:15 AM
08/08/2024 10:35 AM

Form Started By: Jeanine Carruthers
Final Approval Date: 08/08/2024

Started On: 08/08/2024 08:26 AM

Task Agreement No. 36
Bureau of Indian Affairs (BIA) Navajo Region, Fort Defiance Agency
N9806 Culverts

The Navajo County Board of Supervisors, by motion duly passed at the Board's regular meeting on August 13, 2024, has approved the expenditure of up to \$70,000 in (x) Special Project Road Funds, or () Highway User Revenue Funds to be used for the funding of purchasing Culvert Material at the request of the BIA Branch of Road Maintenance, in support of road maintenance activities on BIA route N9806, which is located on the Navajo Indian Reservation within Fort Defiance Agency, in Navajo County.

The BIA warrants and represents that the materials purchased with the Allocated Funds will be used primarily for maintenance activities on roads within Navajo County, which are open to the public and are eligible for the expenditure of HURF monies under the Arizona Constitution and related Arizona Revised Statutes. The BIA to fully cooperate in any audit of the Allocated Funds by the Arizona Auditor General.

For any material acquired in whole or in part with the Allocated Funds, the acquiring party shall be solely responsible for all expenses, including without limitation preventive maintenance, repairs and insurance. The County shall have no responsibility or liability whatsoever in regard to such material. The BIA shall be responsible for identifying, prioritizing, scheduling and performing all maintenance activities for which the Allocated Funds are used in whole or in part. It is understood that the County's sole obligation hereunder is to make payment of the Allocated Funds.

Any Allocated Funds that are unused as of June 30, 2025 shall no longer be available for distribution pursuant to this Memorandum of Agreement. The Allocated Funds under this agreement shall be paid by Navajo County directly to the invoicing party upon the County's receipt of invoices or billing statement that show that the items have been purchased and approved by the BIA. The total of all invoices shall not exceed the approved amount from this agreement.

ACCEPTED AND APPROVED:

NAVAJO COUNTY

By _____ Date _____
Chairman, Board of Supervisors

APPROVED AS TO FORM AND AUTHORITY

By _____ Date _____
Deputy County Attorney

Task Agreement No. 36
Bureau of Indian Affairs (BIA) Navajo Region, Fort Defiance Agency
N9806 Culverts

BUREAU OF INDIAN AFFAIRS

By _____ Date _____
Regional Director

By _____ Date _____
Contracting Officer



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
Navajo Region, Fort Defiance Agency
P.O. Box 1060
Gallup, New Mexico 87305

August 05, 2024

Alberto Peshlakai, Navajo County Chairman
District No. 2, Navajo County Public Works
100 East Code Talker Dr.
P.O. Box 668
Holbrook, AZ. 86025

RE: Assistance with Corrugated Steel Culvert Pipe to replace the existing on BIA N8906.

Dear Mr. Peshlakai:

The Fort Defiance Agency, Branch of Transportation is requesting for Navajo County's assistance in purchase to replace the existing culverts in place on N9806 roadway. The culverts are plugged and the water is over topping the roadway when it rain causing the road to be unsafe to the traveling public. The Navajo County will assist with purchasing culvert metal pipes (diameter; 6-24in, 6-30in, 4-48in & 4-72in) with delivery charges for a total amount of \$70,000.00, to replace the culvert structures on BIA route N9806. The equipment and manpower will be provided by the BIA Branch of Road Maintenance (BORM) along with additional dirt materials and water to be furnish by BIA BORM.

During our previous discussions, we have found it to be beneficial to Fort Defiance BORM and the Navajo County to have these BIA System Roads repaired as soon as possible to avoid any major accident or a tort claim.

If you have any questions contact Mr. Clarence Tsosie, Agency Road Engineer at (928) 729-7222.

Sincerely,

Clarence Tsosie
Supervisory Highway Engineer

cc: Navajo Region, Transportation



DILKON STORM DRAIN CULVERT

Bid Date:

Project Location: DILKON

Due to world conditions and supply chain issues, Dana Kepner Co. quotes are based on the manufacturers' pricing and availability at time of shipment. We urge that pricing be confirmed before delivery.

Quote: KAS080120024A

TakeOff Name: TakeOff 1

Customer: 18-TO CONTRACTORS BIDDING ON:

Sales Rep: House Sales

Phone: 928.830-2137

eMail: kspencer@danakepner.com

Show Low

1500 East Thornton Road

Show Low, AZ 85901

Standard Hours: 7:00a to 5:00p Monday through Friday

Phone: 928.537.4076

On Call: 928.830.2137 | 928.830.6226

Assumptions

specifications will prevail in this proposal.

Terms and Conditions

Due to the extreme volatility of raw material, energy, and transportation costs, the prices shown in this quotation are subject to the Manufacturers' price in effect at the time of shipment.

Totals are for estimating purposes only. Unit prices prevail.

Dana Kepner Company, Inc. is not responsible for manufacturers ability to ship material or hold prices.

Due to volatility in the copper commodity market, copper tubing pricing will be determined at time of shipment.

Quoted totals do not include taxes.

PVC and HDPE pricing is based on manufacturer's ability to direct ship to the jobsite.

This quote is for the supply of material only.

The materials specifications, sizes, and quantities listed are the interpretations of Dana Kepner Company, Inc. and are believed to be correct, but are not guaranteed.

Connecting hardware for Non-DK supplied material is not included in bid, unless otherwise noted.

PVC Sewer Pipe may come in 13', 14', 20', & 22' lengths, based on availability. Regardless of product description in this proposal.

Clay Pipe and Fittings are Non-Returnable.

PVC and HDPE material are considered Freight-On-Board from the manufacturer.

Terms are net 30, and Quote is based on award of complete project.

All returns must be approved by management and will have a minimum 15% restock charge. Nonstocks are not returnable, and are shaded gray within this quote.

Manufacturer standard warranty applies.

Thank you for the opportunity to bid this project.

Quote Summary

CULVERTS	30" GALV CMP 16GA	\$14,352.72
	24" GALV CMP 16GA	\$9,959.40
	48" GALV CMP 16GA	\$11,650.48
	81" X 59" GALV CMP 12GA	\$14,984.52
	FREIGHT	\$6,400.00
	CULVERTS Total:	\$57,347.12
Total Quote before Taxes:		\$57,347.12

CULVERTS

30" GALV CMP 16GA

Qty	Unit	Description	Price	Total Price
1	240.0 FT	30" X 40' 16GA GALV CMP	\$27.94	\$6,705.60
2	6.0 EA	30" DIMPLE BAND	\$98.16	\$588.96
3	12.0 EA	30" END SECTION	\$588.18	\$7,058.16
				\$14,352.72

Total Units: 1.0

Average Cost per Each: \$14,352.72

24" GALV CMP 16GA

Qty	Unit	Description	Price	Total Price
1	240.0 FT	24" X 40' 16GA GALV CMP	\$26.89	\$6,453.60
2	6.0 EA	24" CULVERT BAND	\$52.68	\$316.08
3	12.0 EA	24" FLARED END SECTION	\$265.81	\$3,189.72
				\$9,959.40

Total Units: 1.0

Average Cost per Each: \$9,959.40

48" GALV CMP 16GA

Qty	Unit	Description	Price	Total Price
1	80.0 FT	48" X 40' 16GA GALV CMP	\$56.94	\$4,555.20
2	2.0 EA	48" DIMPLE BAND	\$139.42	\$278.84
3	4.0 EA	48" END SECTION	\$1,704.11	\$6,816.44
				\$11,650.48

Total Units: 1.0

Average Cost per Each: \$11,650.48

81" X 59" GALV CMP 12GA

Qty	Unit	Description	Price	Total Price
1	80.0 FT	81" X 59" 12GA ARCHED CMP	\$180.56	\$14,444.80
2	2.0 EA	81" X 59" GALV BAND	\$269.86	\$539.72
				\$14,984.52

Total Units: 1.0

Average Cost per Each: \$14,984.52

FREIGHT

Qty	Unit	Description	Price	Total Price
1	4.0 EA	FREIGHT TO DILKON PER TRUCK (4 TRUCKS TOTAL)	\$1,600.00	\$6,400.00
				\$6,400.00

Total Units: 1.0

Average Cost per Each: \$6,400.00



**PACIFIC CORRUGATED
PIPE COMPANY, LLC®**

SALES QUOTE

SQ2404561

Page: 1

CSP HDPE SRP + Accessories

Sales Quote Date: 7/12/2024

Expiration Date 8/12/2024

Project Name SQ2404561

SalesPerson Joe Delgado

Bid Date 7/12/2024

Quote Contact MARK O'CONNOR

Contract No.

Customer No. C34554

Ship Via Flatbed

Sold

Ship

To: BIA FORT DEFIANCE AGENCY
NAVAJO ACCOUNTING OPERATIONS
CLARENCE TSOSIE
Ph: 505-863-8235 Fax:

To: BIA FORT DEFIANCE AGENCY
Winslow

	Description	Quantity	Length	Unit	Unit Price	Total Price
01	81" x59" Galv CSPA 12ga 5x1	4	20LF	Each	3,805.01	15,220.04
02	81" X59" Galv Reroll Band w/Gasket	2		Each	198.67	397.33
03	48" Galv CSP 16ga	4	20LF	Each	1,275.97	5,103.86
04	48" Galv Dimple Band	2		Each	93.40	186.79
05	48" Galv End Section W/Rod 52" x 5/8 Dia	4		Each	1,452.70	5,810.80
06	30" Galv CSP 16ga	12	20LF	Each	788.10	9,457.24
07	30" Galv Dimple Band	6		Each	64.59	387.56
08	30" Galv End Section W/Rod 33"	12		Each	439.91	5,278.93
09	24" Galv CSP 16ga	12	30LF	Each	956.97	11,483.64
10	24" Galv Dimple Band	6		Each	56.57	339.44
11	24" Galv End Section W/Strap 80"	12		Each	241.00	2,892.02
12	Outbound Freight Charge	3		Each	1,450.00	4,350.00

Subtotal: 60,907.65
 Invoice 0.00
 Total Sales Tax: 4,920.51

Total: 65,828.16

Proposal Accepted By:

Signature (Prepared by)
 3307 W Highway 84 Casa Grande AZ 85193 Ph: 800.822.1770 Fax: 520.426.3988
 arizona@pcpipe.com

Signature **Date**

PCP - Casa Grande

Buyer hereby acknowledges and agrees that:

(1) Seller's Terms and Conditions of Sale are located at https://pcpipe.com/wp-content/uploads/2019/07/Terms_and_Conditions.html and are expressly incorporated herein by reference; (2) all of the goods sold pursuant to this Sales Quote are exclusively subject to Seller's Terms and Conditions of Sale, together with any Terms and Conditions of Sale in Buyer's Credit Application and Master Sales Agreement; and (3) Buyer agrees that any and all terms or conditions at variance with, different from or in addition to Seller's Terms and Conditions of Sale do not apply whatsoever to the goods sold pursuant to this Sales Quote or any other sale by Seller to Buyer.

The steel and plastic industries have put their customers on allocation which is limiting the amount of material we are all receiving. These unprecedented limitations can cause extended lead times in our production. So, it is important that you contact your local sales representative for our estimated lead time and finalized pricing prior to submitting your purchase order.



Board of Supervisors Regular

6. d. 1. a.

Meeting Date: 08/13/2024

Title: JE Fuller Hydrology & Geomorphology Professional Services Contract

Submitted For: Madhav Mundle, Public Works Director

Submitted By: Jeanine Carruthers, Deputy Director Administration

Department: Public Works

Presented By: Julianna Davis

Motion before the Board:

Consideration of approval of a Professional Services contract with JE Fuller Hydrology & Geomorphology for Navajo County ALERT System Maintenance and Improvements for 2024 in the amount of \$140,000.00.

Background:

The scope of work includes routine preventative maintenance for the Navajo County ALERT System, ALERT supplies, base station server upgrades and data acquisition software deployment.

JE Fuller Hydrology & Geomorphology is on Navajo County's On-Call Technical Registrant list.

Recommendation:

Staff recommends approval.

Fiscal Impact

Fiscal Year: FY2025

Budgeted Y/N: Y

Amount Requested: 140000.00

Fiscal Impact:

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
Donald Perkins	Donald Perkins	07/24/2024 05:01 PM
Brandt Clark	Brandt Clark	08/02/2024 09:14 AM
Public Works Director	Madhav Mundle	08/02/2024 01:16 PM
Form Started By: Jeanine Carruthers		Started On: 07/15/2024 10:40 AM
Final Approval Date: 08/02/2024		



CONTRACT FOR PROFESSIONAL SERVICES

AGREEMENT made as of August 13, 2024, between Navajo County Flood Control District ("District") and JE Fuller Hydrology & Geomorphology, Inc. ("Consultant").

WHEREAS, District requires certain professional services for Navajo County ALERT System Maintenance and Improvements for 2024 ("Project"); and

WHEREAS, Consultant represents that it has the necessary expertise to provide such services in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Services.** Consultant shall perform the work described in the Scope of Work dated May 7, 2024, and those additional items set forth in the Consultant's schedule and fee proposal dated May 7, 2024, in a competent and professional manner to the satisfaction of District. The Scope of Work and the Consultant's schedule and fee proposal are attached hereto and by this reference incorporated herein. If any incorporated term is inconsistent with the Agreement, this Agreement shall control.
2. **Consultant's Expertise.** Consultant warrants that it has the ability, authority, capacity and professional expertise to perform this Agreement. Consultant shall provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed hereunder. Consultant shall assign specific individuals to key positions. Once assigned to work under this Agreement, key personnel shall not be removed or replaced without District's prior written approval.
3. **Independent Contractor.** Consultant acknowledges that it is an independent contractor. Neither party is or shall purport to be an agent, employee, partner, joint venturer or associate of the other. An employee or agent of one party shall not be deemed an employer or agent of the other party for any purpose. Taxes or Social Security contributions will not be withheld from any payment by District, and Consultant shall be solely responsible for such matters.
4. **Subcontracts.** Consultant shall not enter into any subcontract with respect to any of the work to be performed hereunder without District's prior written approval. All subcontracts shall comply with applicable federal and state laws and regulations and shall impose on the subcontractor substantially the same obligations as are imposed

on Consultant by this Agreement with respect to those matters covered by Sections 8, 9, 10, 12, 15 and 18. Consultant is responsible for full performance of this Agreement regardless of whether subcontractors are used.

5. **Time for Completion.** Consultant's services will be provided in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project, and in accordance with an agreed upon schedule for the performance of the Services hereunder. Time limits established by a schedule approved by District shall not, except for reasonable cause, be exceeded by District or Consultant. The Schedule shall be adjusted, if necessary, as the Project proceeds. The date for final performance shall be extended by the number of days that performance is delayed by governmental approval or review procedures or other causes beyond Consultant's reasonable control, as jointly confirmed in writing by the parties' representatives.
6. **Payment.** District shall pay to Consultant a not-to-exceed sum of one hundred and forty thousand dollars (\$140,000.00) as payment in full for all services rendered by Consultant pursuant to this Agreement. Payments shall be made within 30 days of District's receipt of Consultant's monthly invoices. Each invoice shall detail the work performed during the billing period.
7. **Defects in Work.** District may reject any work product that fails to meet customary professional standards or Project specifications. Consultant agrees to promptly remedy all such deficiencies. The parties shall make a good faith effort to resolve any controversy or claim through informal negotiation as set forth in Section 12. No compensation shall be paid for any rejected work until such issues have been resolved.
8. **Insurance Requirements.**
 - A. Consultant shall maintain in effect, at all times during the term of this Agreement, insurance adequate to protect District and its agents, representatives, officers, officials and employees against such losses as set forth below. Consultant shall provide District with a current Certificate of Insurance or a certified copy of the insurance policy naming District as an additional insured (except for Errors and Omissions / Professional Liability coverage).
 - B. The following types and amounts of insurance are required as minimums:

Worker's Compensation	Statutory
Professional Liability	\$1,000,000 each occurrence and annual aggregate
Consultant's Protective Bodily Injury	\$1,000,000 each occurrence and annual aggregate

Consultant's Protective Personal Property	\$1,000,000 each occurrence and annual aggregate
Automobile Bodily Injury and Property Damage	\$1,000,000 each occurrence and annual aggregate
Valuable Papers	\$100,000

Standard minimum deductibles are allowed. Any deductibles are the responsibility of Consultant. Consultant shall immediately inform District of any cancellation of insurance or any decrease in the amount of coverage at least 30 days before such action takes place. A violation of this provision may be treated as a material breach by District. Consultant shall notify District upon any termination of its regular professional liability coverage and shall obtain tail coverage for a minimum of five years from the termination date.

C. Consultant acknowledges that the amounts of insurance coverage stated above shall not limit its liability under this Agreement.

9. **Indemnity.** To the fullest extent allowable by law, Consultant shall defend, indemnify and hold harmless District and its representatives, officers, officials and employees (the "Indemnitees") from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the costs of appellate proceedings) relating to, arising out of or resulting from Consultant's negligent acts, errors, mistakes or omissions in the performance of this Agreement. Consultant's duty to defend, hold harmless and indemnify the Indemnitees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Agreement (including those by any person for whose negligent acts, errors, mistakes or omissions Consultant may be liable) to the extent of Consultant's negligence or fault. The amount and type of insurance coverage requirements set forth above shall not limit the scope of the indemnity in this paragraph.
10. **Records.** Consultant shall retain, and shall require each subcontractor to retain, all books, accounts, reports, files and other records relating to this Agreement for a period of five years after completion of the work. All such documents shall be subject to inspection and audit by District upon reasonable notice during normal business hours. A legible copy of any or all such documents shall be produced by Consultant at the request and expense of District.
11. **Non-Assignment.** Consultant shall not assign any right or interest in this Agreement without District's prior written approval, nor shall Consultant delegate any duty hereunder without District's prior written approval.
12. **Negotiation of Disputes.** The parties shall make a good faith effort to resolve any claim or controversy or claim through informal negotiation. Notice of any claim or

controversy shall be provided in writing, with supporting documentation, to the recipient designated in Section 21. The recipient shall have seven calendar days to prepare and deliver a written response. If the parties fail to resolve the disputes within a reasonable period of not less than ten days, either party may pursue available legal remedies.

13. **Suspension and Termination by District:**

- A. **Suspension.** District may, without cause, order Consultant in writing to suspend, delay or interrupt its performance in whole or part. An adjustment shall be made to the completion date and for any increase in the cost of performance resulting from the suspension, delay or interruption. No adjustment shall be made to the extent that performance is or would have been suspended, delayed or interrupted by another cause for which Consultant is responsible.
- B. **Termination for Cause.** District may terminate this Agreement for cause if Consultant refuses or fails to supply enough properly skilled workers to perform this Agreement; fails to make required payments to subcontractors; disregards laws, ordinances, rules, regulations or orders of a public authority having jurisdiction; or otherwise commits a material breach of this Agreement. When any of the foregoing causes exist, District shall give Consultant written notice and a ten-day opportunity to cure the default. If the default remains uncured, District may (without prejudice to any other rights or remedies it may have) terminate this Agreement and finish the work or cause it to be finished. If the unpaid balance of the Agreement exceeds the cost of finishing the work (including any expenses incurred by District as a result of Consultant's default), Consultant shall be entitled to payment for its performance up to the amount of such excess. If the cost of finishing the work exceeds the unpaid balance, Consultant shall pay the difference to District.
- C. **Termination for Convenience.** District, by written notice to Consultant, may terminate this Agreement in whole or part when in the sole discretion of District it is in District's best interests to do so. Consultant shall be paid for all material, equipment and services provided, as well as reasonable termination expenses and a reasonable allowance for profit and overhead, provided that such payments, exclusive of termination expenses, shall not exceed the total amount payable pursuant to Section 6 less any payments previously made to Consultant. Consultant shall not be entitled to profit and overhead on material, equipment and services which were not provided.
- D. **Consultant's Responsibilities.** Upon receipt of a termination notice, Consultant shall (a) promptly discontinue all services (unless the notice directs otherwise), and (b) deliver or otherwise make available to District copies of all data, design calculations, drawings, specifications, reports, estimates, summaries and other information and materials developed or accumulated by Consultant in performing this Agreement.

14. **Termination by Consultant.** Consultant may terminate this Agreement upon written notice to District if performance is made impossible for a period of 30 consecutive calendar days for any of the following reasons through no act or fault of Consultant or its agents, employees or subcontractors: issuance of an order by a court or other public authority having jurisdiction; an act of government, such as a declaration of national emergency; or a natural disaster or other Act of God. Consultant may also terminate this Agreement upon written notice and a ten-day opportunity to cure if District fails to make any payment within the time set forth in Section 6. Consultant may also terminate this Agreement upon written notice if suspensions, delays or interruptions by District equal in the aggregate more than 100% of the total number of days scheduled for completion.
15. **Governing Law.** This Agreement shall be governed by the law of the State of Arizona. Any suit arising out of this Agreement shall be brought in the state courts of Arizona (with venue in Navajo County) or the federal District of Arizona, but only after informal negotiation pursuant to Section 12.
16. **Incorporation of Applicable Laws.** Every provision of law required by statute or regulation to be in this Agreement will be read and enforced as though included herein. Each party shall promptly notify the other upon discovery that any such provision has been omitted.
17. **Non-Collusion.** The provisions of A.R.S. § 38-511 are incorporated herein by this reference.
18. **One-Year Limitation on Actions.** No action shall be maintained by Consultant on any claim based upon or arising out of this Agreement unless such action is commenced within one year after District's final payment hereunder.
19. **Term.** This Contract for Professional Service is valid for one (1) year from the date the agreement was made between the two parties. Upon mutual agreement between the parties, this contract may be renewed up to four (4) additional one-year terms.
20. **Entire Agreement.** This Agreement and those documents incorporated by reference represent the entire understanding between the parties. No amendment shall be effective unless executed by both parties with the same formality as this Agreement. Provided, however, that the District's project manager is authorized to modify the Scope of Work, in writing, with the concurrence of Consultant so long as the project is not changed substantially or significant additional compensation is not required.
21. **Severability.** The provisions of this Agreement are severable. Any provision held to be invalid or unenforceable shall not affect the validity or enforceability of any other provision.

22. **Notices.** All notices, invoices and payments shall be in writing and may be given by personal delivery or certified mail. The designated recipients are as follows:

To Consultant: Cory Helton, PE
JE Fuller Hydrology & Geomorphology, Inc.
3111 N. Caden Ct, #180
Flagstaff, AZ 86004

To Navajo County: Jeanine Carruthers, CPPB
Navajo County Public Works
PO Box 668
Holbrook, AZ 86025

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of the date first written above.

Navajo County Flood Control District

By _____
Chairman, Board of Directors

ATTEST:

Melissa W. Buckley, Clerk of the Board

Professional Services

By: _____

Title: _____

May 7, 2024

Donald Perkins
Navajo County Public Works/Flood Control Department
P.O. Box 668
100 W Public Works Drive
Holbrook, Arizona 86025

RE: Navajo County ALERT System Maintenance and Improvements for 2024

Dear Donald,

Thank you for the opportunity to provide annual services in support of the Navajo County ALERT/Flood Warning System per the following scope of work. This scope outlines all the tasks JE Fuller is currently aware of but other tasks can be included if Navajo County requests other tasks.

Scope of Work

This scope includes routine preventative maintenance for the Navajo County ALERT System, ALERT supplies, base station server upgrades and data acquisition software deployment as follows.

ALERT Maintenance- \$55,000

Scheduled maintenance and calibration shall be performed at the following 30 sites:

Base Station	
Black Canyon Wash (1878)-S	LCR in Joseph City-Obed Bridge (1743)-P&S
Buckskin Wash (1808)-P&S	LCR Winslow (1729)- P
Bunger Point (1705)-P	Morgan Wash (1849)- P&S
Chevelon Butte (1800)-P	Oklahoma Flat (1721)-P
Cottonwood Wash in Taylor (1829)-P&S	Phoenix Park Wash (1893)-P&S
Dreamy Draw (1725)-P&S	Pinedale Ridge (1778)-P
Dutch Joe (1843)-P	Pinetop Country Club (1712)-P
Heber Repeater (1871)-P	Porter Mountain Repeater (1804)-Repeater
Heber Snotel (1885)-P	Schoens Dam (1815)-S
Holbrook Base (1856)-P	Show Low Lake (1892)-P
Joe City at Route 66 (1771)-P&S	Silver Creek in Snowflake (1785)-P&S
LCR @ Holbrook (1764)-P	Stermer Ridge (1722)-P
White Mtn Clay Targets (1704)-P	Millet Swale Dam (1742)-P&S
Show Low Well #5 (1708)-P	Show Low Creek @ US 60 (1711)-P&S
LCR Hunt (1701)-P	White Mountain Lake (1822)-P&S

**P is a station with precipitation measurements and S is a station with stage measurements.*

Included herein is an outline of tasks for the maintenance at precipitation stations, water level stations, repeaters, and the base station.

Precipitation Stations

Routine maintenance at precipitation stations shall include the following elements:

- Inspect, clean and calibrate the tipping bucket rain gauge and funnel assembly. A static calibration using 72.9 ml of water per tip is sufficient to track calibration changes.
- Send 10 tipping bucket tips sequentially by hand to observe for skips,
- Inspect the antenna, coaxial cables, seals and attendant lightning protection system,
- Download logged data and store on a field laptop computer,
- Remove and replace the main system battery,
- Remove and replace the data logger battery (if applicable),
- Inspect the transmitter for signs of moisture or damage,
- Perform power out and reflection testing on the transmitter. Reflected power should not exceed 10% of the output power.
- Check and test the solar panel at the regulator. Input to the regulator should be between 15 volts DC and 20 volts DC and output should be between 13 volts DC and 14 volts DC.
- Remove and replace transmitter desiccant before re-assembling the station.
- Level tipping bucket and replace top section funnel assembly.

Water Level Stations

Water level stations require the same maintenance and calibration steps as a precipitation-only station plus additional cleaning, checking and calibration of the water level sensor. Navajo County employs two types of level sensors; pressure transducers and radar sensors.

Pressure transducers should be checked and calibrated at least once per year and after significant flow events. The pressure transducer calibration shall be checked throughout its full range using a precision air pressure tester such as those made by Druck and Fluke.

Radar sensors require very little maintenance and calibration since they are non-contact type sensors. During each maintenance visit, the transducer face will be gently wiped clean using a clean, damp cloth. Also, the distance from the transducer to the target (either the sand bed or the water surface) will be verified by direct measurement. Additionally, the sensor will be verified at a second distance to ensure span is accurate.

Repeater Maintenance

Maintenance at repeater stations shall include those tasks listed above for precipitation stations except for maintenance to the tipping bucket precipitation sensor if not installed at site.

Base Station Maintenance

Base station maintenance has been ongoing by JE Fuller via the VPN connection established by the county for remote access to the server. Maintenance included for the 2024 year shall include routine monthly checks via VPN connection to verify that data are being received. Onsite maintenance shall include the following elements:

- Visual inspection of the receiver infrastructure, including antenna, coaxial cable, grounding, connectors and weather seals.
- Inspect and verify proper operation of the receiver and decoder.
- Test for coaxial cable signal attenuation with output/reflection test.
- Verify that all internal cables are securely fastened.
- Work with IT to verify UPS backup power and redundancy possibilities.

Base Station Server Software Maintenance-\$7,000

JE Fuller will coordinate with IT to specify a new base station software which will perform all the ALERT data collect tasks and host a web-based data viewing map. The annual maintenance fee of the software and website is approximately \$7,000.

JE Fuller can coordinate and provide rainfall data and notification modifications as requested by Navajo County.

JE Fuller can implement changes to the website if requested by Navajo County.

Schoens Dam and other repairs-\$23,000

JE Fuller is aware of known repairs needed for the gate sensor at Schoens Dam. This scope would allow repairs as coordinated with Navajo County for this site as well as others.

Camera maintenance and additions-Included with ALERT Maintenance

JE Fuller's understanding is that Navajo County would like to continue using game cameras for providing realtime data visually. This scope can also allow additions and maintenance as requested by Navajo County.

Winslow Levee Siren-\$55,000

JE Fuller's understanding is Navajo County may implement a siren at the Winslow Levee. If that proceeds, JE Fuller can also help coordinate the installation of the Winslow Siren under this scope. JE Fuller will not proceed without authorization from Navajo County.

Fee

JE Fuller will charge monthly as work is completed. Based on the items provided in this scope, JE Fuller proposes a total NTE amount of \$140,000 for 2024 (see attached fee rates proposed).

Schedule

JE Fuller can immediately start once a notice to proceed is provided and anticipates the funds to cover the outlined needs through December of 2024. JE Fuller will coordinate with Navajo County for further scheduling.

We are looking forward to the opportunity to work with you to continue maintenance and improvements for the Navajo County ALERT system. Thanks for the opportunity.

Sincerely,



Cory Helton
Vice President