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, September 24, 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.

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: September 10, 2024

   b. Clerk of Superior Court Report: August 2024

   c. Constable Reports: Snowflake Precinct #3, August 2024; Kayenta Precinct #4, August 2024; Show Low Precinct #5, July and August 2024; Pinetop-Lakeside Precinct #6, August 2024

d. Justice Court Reports: Holbrook Precinct #1, Winslow Precinct #2, Snowflake Precinct #3, Kayenta Precinct #4, Show Low Precinct #5, Pinetop-Lakeside Precinct #6, August 2024

e. Contracts signed by the County Manager pursuant to Board of Supervisors Resolution: Professional Services Contract with Johnson Walzer Associates (Consultant) for Navajo County Holbrook Administrative Building Public Service Counters; M&O Agencies, Inc. DBA The Mahoney Group Business Associate Agreement; Kimley-Horn and Associates, Inc. for Pinetop Country Club Striping Improvement Project; Johnson Walzer Associates (Consultant) for White Mountain Community Center Roofing Replacement Architectural Services

f. FY25 Budget Amendments for the American Rescue Plan Act Funds and the Residential Substance Abuse Treatment Fund

g. Environmental form "E-11 Environmental Assessment Checklist" for the Community Development Block Grant (CDBG) for the Joseph City Pedestrian Improvements project

h. Certification of Fiscal Year 2024 Fill the Gap Revenue

i. Memorandum of Understanding between Northern Arizona Council of Governments, Coconino County, Mohave County, Navajo County, Yavapai County for the purpose of documenting the roles and responsibilities of the various parties involved in the Route 66 Brownfields Assessment Coalition, with regard to EPA Cooperative Agreement No: BF-97T07601

j. 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

k. Name an existing unnamed road in the "Linden / Show Low" area as "Peach Tree Lane" in Section 5, Township 10 North, Range 21 East in District IV

l. **Resolution Number 37-2024,** approving an extension of the Special Use Permit granted in Resolution 31-2023 for a period of 90 days, creating a new expiration date of November 20, 2024, if the privileges of the Special Use are not utilized by said date

m. Intergovernmental Agreement between the Navajo County Community College District and Navajo County on the continued operation of the Northeastern Law Enforcement Training Academy (NALETA)

n. FY25 Office of the Attorney General Victims' Rights Program Grant in the amount of $12,400.00 for 23.38% of the salary and employee related expenses for the Victims' Rights Program Secretary

o. Amendment No. 2, extending the Legal Services for Dependency Cases for Public Defenders Office Contract B23-03-029 with Belt Law Firm for one additional year (8/12/2024 through 8/11/2025)

p. Approve Poll Workers and Adopt **Resolution Number 38-24** designating Polling Places/Vote Centers for the General Election and a polling location contingency plan

q. Sympathy Letters: George Amador (Public Works); Clint Haddox (Equipment Shop Foreman) and Christen Haddox (Elections Coordinator); Sherry Fish (Health District)

r. Change Order Number One increases the Clay Springs Community Center Roof Replacement project by an additional $19,506.00

2. **NAVAJO COUNTY PUBLIC HEALTH SERVICES DISTRICT:** Board of Directors Session:

a. **CONSENT AGENDA:** The following item(s) are considered to be of a routine or administrative in nature and will be approved as a group unless a member of the Board wishes to discuss a particular item:

1. Intergovernmental Agreement CTR067944 Amendment Number One (1) for WIC and Breastfeeding Peer Counseling Services between Navajo County and Arizona Department of Health Services

2. Intergovernmental Agreement CTR055412 Amendment 4 between the Arizona Department of Health Services and Navajo County Public Health Services District to provide preventative services to our community

b. **REGULAR AGENDA:**

1. Presentation to recognize our CDC Public Health Associates

Presented By: Janelle Linn

3. **ADMINISTRATIVE SERVICES:**

a. Presentation to Mark Lamb on his Retirement from Navajo County after 8+ Years of Service

Presented By: Eric Scott and Madhav Mundle

b. Personnel Service Awards: Congratulations to the following employees for their continued service to Navajo County: **Clark Edwards** (Superior Court) 5 years; **Patty Graham** (Pinetop Justice Court) 5 years; **Nathan Ostertag** (Sheriff) 5 years; **James Allen Shreeve** (Sheriff) 5 years; **Olivia Todd** (Treasurer) 5 years; **Paul Dobell** (Information Technology) 5 years; **Octavia Thompson** (Health District) 5 years; **Erika Chavez** (Sheriff) 5 years; **Nikki Olson** (Health District) 5 years; **Garrison Yazzie** (Jail Operations) 5 Years; **Scott Mauff** (Public Works) 5 Years; **Jessica Freeman** (Jail Operations) 5 Years; **Michael Tyler** (Facilities Management) 10 Years; **Katelyn Butler** (Sheriff) 10 Years; **Wylie Williams** (Sheriff) 15 Years; **Tony Peterson** (Clerk of Superior Court) 15 Years; **Maria Nevarez** (Probation) 20 Years; **Sheena Valdez** (Probation) 25 Years; **Randall Whipple** (Public Works) 35 Years; and **Joel Ruechel** (County Attorney) 40 Years.

Presented By: Eric Scott

4. **COUNTY ATTORNEY:**

a. Presentation to Deputy County Attorney, Martin Roes, who received the APAAC Juvenile Prosecutor of the Year Award from the Arizona Prosecuting Attorneys' Advisory Council

Presented By: Brad Carlyon

5. **SHERIFF'S OFFICE:**

a. Consideration of an award from the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance in the amount of $2,307,000 for the continuation and expansion of the Navajo County Sheriff's Office Public Safety Interoperability Communication Project.

Presented By: Sheriff David Clouse

6. **INFORMATION TECHNOLOGY:**

a. Consideration of award of contract #B24-06-005 Parcel Fabric to Bruce Harris & Associates, Incorporated to provide professional parcel mapping services for Parcel Fabric.

Presented By: Ken Dewitt

7. **BOARD OF SUPERVISORS:**

a. **PUBLIC HEARING**: Consideration of a Liquor License for Jonathan M. Neterer for MJ's Hideaway located at 1896 Silver Lake Boulevard, Show Low, AZ

Presented By: Leah Thomas

8. **PUBLIC FIDUCIARY**

a. Consideration of imposing a lien on the real property of John Phillip Borne, located in Navajo County, in the amount of $1,463.40, to recover the costs to the County associated with the expenses of his indigent burial.

Presented By: Pam Phillips

9. **PLANNING & DEVELOPMENT SERVICES:**

a. **PUBLIC HEARING**: Consideration and possible adoption of **Resolution Number 39-2024**, approving/denying a Final Plat Amendment to allow for both the removal and addition of tracts, removal of pedestrian/equestrian easements, amending a waterline easement to a drainage easement, adding a private ingress, egress, and utility easement, and a lot line adjustment in the Cobblecreek Subdivision.

Presented By: Cody Cooper

b. **PUBLIC HEARING:** Consideration and possible adoption of **Resolution Number 40-2024,** approving/denying a request by SBA Communications for a Special Use Permit to allow for the construction and operation of a 120’ multi-carrier, monopole communication tower and associated facilities, located east of Snowflake.

Presented By: Tyler Richards

10. **PUBLIC WORKS:**

a. Consideration of Agreement between the Arizona Department of Housing (ADOH) and Navajo County to receive $203,094.00 from Community Development Block Grant (CDBG) Program for the Joseph City sidewalk improvements construction project.

Presented By: Madhav Mundle

b. **VICTORY HEIGHTS ROAD MAINTENANCE DISTRICT:** Board of Directors Session:

1. **CONSENT AGENDA:** The following item(s) are considered to be of a routine or administrative in nature and will be approved as a group unless a member of the Board wishes to discuss a particular item:

a. Amendment Number 3 to the Victory Heights Road Maintenance District, Contract #B21-07-022 extending the contract for one additional year (September 14, 2024, to September 13, 2025) with no price increase

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

12. **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.

13. **ADJOURN**

Dated: September 19, 2024

Posted: 12:30 p.m. By: MWB

NAVAJO COUNTY BOARD OF SUPERVISORS

Melissa W. Buckley

Melissa W. Buckley - Clerk of the Board

Board of Supervisors Regular **1. a.**

Meeting Date: 09/24/2024

Title: Draft Minues

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

Department: Board of Supervisors

Motion before the Board:

Minutes: September 10, 2024

Background:

Attachments

9.10.2024 Draft Minutes

Form Review

Form Started By: Leah Thomas Started On: 09/19/2024 08:26 AM

Final Approval Date: 09/19/2024

NAVAJO COUNTY BOARD OF SUPERVISORS' MINUTES
Tuesday, September 10, 2024

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

Staff Attendance: Bryan Layton, County Manager; Melissa Buckley, Clerk of the Board

9:02 a.m. Call To Order: Invocation and Pledge of Allegiance was led by **Vice-Chair Fern Benally**.

***CONSENT AGENDA*:**

a. *Minutes: August 27, 2024 DRAFT BOS Meeting Minutes*

b. *Constable Reports: Holbrook Precinct #1, March, April, May, June, and July 2024; and Kayenta Precinct #4, May 2024*

c. ***Resolution Number 35-24**, canceling the November 5, 2024, election for the Northland Pioneer College District (CCD) and appointing or deeming positions vacant*

d. *Intergovernmental Agreement for AHCCCS enrollment suspension*

e. *Intergovernmental Agreement for AHCCCS inmate hospitalization*

f. *Appropriation of County Funds for FY2024-25 for the Cooperative Extension Program*

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. *License Agreement between BNSF Railway Company and Navajo County for installing fiber optic infrastructure across railway property for our broadband project, and granting authority to Capital Projects Manager to sign any future documents necessary for this Agreement*

i. *Extend the Intergovernmental Agreement with Pinal County for online Economic/Workforce Modeling Tool Subscription Services to share the cost of access to the Lightcast Labor Market Information database*

j. *Energy Efficiency & Conversation Block Grant (EECBG) award in the amount of $78,750 from the U.S. Department of Energy for window replacement of the County's historical courthouse building, and authorizing staff to sign grant agreement documents for implementation of the grant in compliance* :

Vice-Chair Benally 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.

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

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NAVAJO COUNTY PUBLIC HEALTH SERVICES DISTRICT: *Board of Directors Session*:

***CONSENT AGENDA*:**

1. *Grant Amendment #1 for the Child Care Health Consultation Program, Contract Number GRA-STATE-24-1245-01-Y2, with First Things First for Fiscal Year 2025*:
   Vice-Chair Benally 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.
   Supervisor Peshlakai made a motion to leave the Navajo County Public Health Services District Board of Directors Session and enter into the Navajo County Flood Control District Board of Directors Session, motion seconded by **Supervisor Whitesinger**. Vote unanimous approving the motion.

***PUBLIC WORKS*:**

NAVAJO COUNTY FLOOD CONTROL DISTRICT: *Board of Directors Session*:

***CONSENT AGENDA*:**

a. *Contracts signed by County Manager pursuant to Board of Supervisors Resolution: Professional Services Contract between the Navajo County Flood Control District and John Osgood to provide administrative coordination between Navajo County, the City of Winslow and the United States Army Corps of Engineers on next steps toward design and construction of the Little Colorado River at Winslow, Navajo County, AZ Flood Risk Management Project* :
   Supervisor Peshlakai made a motion to authorize the Chairman to sign the items in the consent agenda; motion seconded by **Vice-Chair Benally**. Vote unanimous approving the motion.
   Supervisor Whitesinger made a motion to return to regular session, motion seconded by **Vice-Chair Benally**. Vote unanimous approving the motion.

***BOARD OF SUPERVISORS*:**

a. ***PUBLIC HEARING****: Consideration of Application for Permanent Extension of Premises for AZTEX Coffee and Taproom, located in Overgaard, AZ*:
   Leah Thomas stated that this is for a permanent extension of premises and that the applicant has previously requested temporary extensions. She indicated that the Health Department, Planning and Development, the Sheriff's Office and the Treasurer's Office has advised that the application meets the requirements for their departments. She requested approval. Chairman Whiting opened the meeting for public comments. There being no comments, the public hearing was closed.

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Supervisor Seymore made a motion to approve an Application for Permanent Extension of Premises for AZTEX Coffee and Taproom, located in Overgaard, AZ, motion seconded by **Vice-Chair Benally**. Vote unanimous approving the motion.

b. *Consideration and approval of a proclamation declaring September 11 through September 14, 2024, as "Navajo County Fair Days"*:
Rusty Despain thanked the Supervisors for their support throughout the years, he also thanked **Supervisor Whitesinger** for her involvement with securing the bleachers, last minute. Mr. DeSpain explained some of the administration changes to the Fair, with a new Fair Manager, Mina Henning, and himself as the new Fair President. He thanked Michael Sample for his presidency for the past 12 years. He reported that the Governor's fund did come through for this year. Mr. DeSpain read the proclamation and asked that it be adopted. Mr. DeSpain thanked administration for volunteering and helping throughout the fair. He stated that this year the Fair Board presented to County Manager Layton a five-year plan for facility upgrades and so forth.
Supervisor Whitesinger stated that the fair does not go on without hundreds of hours of volunteer hours and she expressed her appreciation to all of those who volunteer.
Supervisor Whitesinger made a motion to approve a proclamation declaring September 11 through September 14, 2024, as "Navajo County Fair Days", motion seconded by **Supervisor Peshlakai**.
Chairman Whiting thanked Mr. DeSpain for all that he does, for his leadership and willingness to come back as the President. He noted that the County Fair is something that brings our communities together.
Vote unanimous approving the motion.

***ADMINISTRATIVE SERVICES*:**

a. *Presentation to the Navajo County Finance Team for receiving the Certificate of Achievement for Excellence in Financial Reporting and an Award of Financial Report Achievement*:
County Manager Bryan Layton thanked our Finance Director, Jayson Vowell, and our Finance Team. He indicated that everything works by partnerships and expressed his appreciation to the Treasurer, Kari Lopez, and thanked the Treasurer Team. Mr. Layton stated that we know the great work they do and that it was confirmed again this year. He stated that the Government Finance Officers Association has awarded Navajo County with a Certificate of Achievement for Excellence in Financial Reporting, noting that this is the highest form of recognition that a government accounting agency can receive. He thanked the Board for their support and commitment to strong financial management and complete transparency. Jayson Vowell thanked his team and introduced them all. He stated that this is a team effort and thanked Tom Franklin with IT and Olivia Todd with the Treasurer's Office. He stated that they appreciate the county and staff's effort to be able to submit the financial statement. He spoke about the lengthy audit process for making sure that the county is accountable and transparent to the public. He shared his appreciation to staff for their

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hard work and dedication.
Supervisor Whitesinger thanked our Finance team for the time invested, noting that it is important. She congratulated them on receiving the award.
Vice-Chair Benally thanked the numbers crew and extended her gratitude for their work. She thanked them for being on top of this and working all the financial information that benefits the county and move forward as a group to excellence.
Supervisor Peshlakai congratulated Mr. Vowell, his team and all those that provided assistance and thanked them for keeping everything up to par.
Chairman Whiting shared his appreciation for their due diligence, noting that the award is well deserved.

***PLANNING & DEVELOPMENT SERVICES*:**

a. *Presentation regarding the ongoing update to the Navajo County Comprehensive Plan, including upcoming dates and events as the update moves toward the hearing process*:
Cody Cooper reported on Comprehensive Plan, noting that it is a guide for development in the County for the next 20-30 years and that they are statutorily required to review it every 10 years. He stated that the main purpose is to help with conversation of resources, money usage, and the health, safety and welfare, which is also guided through many of their processes. He spoke about planning hierarchy, noting that the comprehensive plan is a strong foundational document, then the next step would be zoning and corridor plans, then the regulator documents such as the zoning ordinance and other ordinances in the zoning and corridor plan phase, next is the site plans and then the general plans and certificate of occupancy. He stated that as far as plan contents, based on our population, Navajo County is only required to cover two elements in the plan as required by state law, land use and transportation, but that due to the growth and needs, and wanting to be forward thinking, they have put in ten topics, noting that water and wastewater are combined, but are two topics. He indicated that 10 topics is a lot to have the public and developers to read through, so they have combined them into three main themes that are like uses. He spoke about the community questionnaire that was put out at events and on the comprehensive plan website, noting that they received 135 responses and indicated that the questionnaire has been shut down so they can start to bring the ideas together to guide the plan update. He spoke about the responses that were received, noting that some of the items are conflicting in nature, which is natural within this type of planning and that there has to be some give and take with the conflicts. He stated that it is very important to continue encouraging community feedback so they can refine the balance and figure out where the scales need to be in the end, noting that this process is an organized way for residents to share thoughts and perspective that will help to directly craft and influence the document that will guide the county decisions on future projects. He stated that the document is the communities document, and their input will guide what is adopted. He spoke about the community interviews that have been done with some major stakeholders, the community events that have been held as well as the ones that are coming up. He stated that just through the events they have engaged with over

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900 community members so far. He spoke about next steps, indicating they will have the 60-day review as required by state law, and will have to giving the plan to adjacent counties that physical touch Navajo County, any of the cities within the county boundaries and the local and regionalized agencies; and the public will be able to review the plan as well. He stated that they will schedule open houses during review period, noting that there will be one October 3, 2024, from 6:00 to 8:00 p.m. at the Navajo County Governmental Complex and another one at the Show Low City Hall, October 4, 2024, from 11:00 a.m. to 1:00 pm. He indicated that their hope is to have members of the public come in so they can discuss the items with them and get feedback. He stated that after that the next step would be the Planning and Zoning Commission Hearing for recommendation of the Comprehensive Plan, which they anticipate doing on December 12, 2024, and the final event would be the Board of Supervisors Meeting for potential adoption, on January 14, 2025.

Supervisor Seymore thanked Mr. Cooper and the team for the efforts put forth in preparing this. He stated that there is a lot of work that goes into this and that it's the foundation for planning for the county. He encouraged citizens to get out and be part of the process. He indicated that it's a very hard process, but that once established that they will be able to go through every 10 years to make changes. He indicated that it is a foundational piece of planning that is very important to the community.

Supervisor Whitesinger thanked Mr. Cooper and the team. She stated that it's a great effort to go into community and being able to reach out to so many members of the public to get input. She stated that she appreciates that they expanded outside of just the land use and transportation to get a comprehensive perspective of how those other topics impact the community. She thanked them for getting the community involved.

Chairman Whiting thanked Mr. Cooper and the team for getting out to engage with the public to make sure that their voices are being heard. He inquired how they will get the information out to the public for the open houses.

Mr. Cooper spoke about the different ways that they are putting information out, including on their website, the comprehensive plan website, doing a press brief and working with Alicia Deets for social media blasts.

Chairman Whiting inquired if it is their intent to talk with people and get feedback about the county's role for topics such as renewables and cell towers, what can be done inside their authority.

Mr. Cooper stated that they always want to engage, educate and discuss with the public about the roles of staff, the Board of Supervisors and the community members. He indicated that the comprehensive plan will go through and guide some of their organized documents and how that will assist them prior to coming before the Board. He indicated that cell towers, that they do see it as a large topic, that for cell towers they are looking at the ordinance that has been developed but that it's largely regulated federally through the Telecommunications Act of 1996. He indicated that for cell towers the health and safety aspect is not done through the county. He indicated that the county is limited on what they can review for cell towers, that it is generally the setbacks and height and that through federal regulations those have to be considered reasonable, or the ordinance will be stricken as not legal and could result in court issues. He stated that the

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health and safety aspect is fully regulated by the Federal Communications Commission and that the county has no oversite and is not allowed to have oversite in those cases.

Chairman Whiting spoke about having sympathy for those citizens that do not wanting to have near the sites near them due to health concerns but noted that they don't have the authorize to address that. He inquired if the Board could refer them to the correct agency.

Mr. Cooper talked about getting a fact sheets together to explain the counties involvement through the process and what they can oversee and how the public can reach out to the other agencies for the areas that each organization oversees.

Chairman Whiting and Mr. Cooper spoke about the different agencies involved in the different processes.

Chairman Whiting shared his appreciation to Mr. Cooper and requested that the Board be kept informed. He shared his appreciation for the public outreach.

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

Bryan Layton, County Manager, shared his appreciation to Ken Maryama and Sherry Reed for the agenda item on the window replacement at the old courthouse, noting that it was a much-needed update to the historic building. He spoke about the comments made regarding getting feedback from the poll workers that worked the last election, noting that there is a survey in the packet that goes to every vote center but that there wasn't much feedback. He stated that a letter with a QR code has been mailed to the three-hundred-seventy plus poll workers, that there has been approximately thirty people that have responded, and that they hope to get some good feedback to see if there's area that need improvement. He spoke about the Navajo County Fair proclamation and that the employees who are volunteering for fair, noting that there are a lot of hours that staff put in.

Supervisor Seymore stated that they are thankful for the fair and for the people that that give their time and get family members involved. He encouraged citizens to be a part of the fair. He thanked Jayson Vowell and his team on receiving the Financial Excellence Award, noting that it's a consistent award that we have been receiving. He spoke about having challenges in our life and indicated that some words that could be helpful are focus, friends, family, faith, freedom and football.

Supervisor Peshlakai reported on attending the Sage Memorial Hospital Grand Opening, noting that it is in Apache County but that residents from Greasewood, Low Mountain, and Jeddito receive services there. He indicated that he participated in the Southwest Tabacco Education Prevention Program, which is a nonprofit organization located in Winslow, and spoke about the updates regarding them advocating to secure a percentage in increasing sales tax of tobacco products on the Navajo Nation and smoking being prohibited near public places within the Navajo Reservation. He shared his appreciation to staff for attending and representing Navajo County at the 30th Anniversary for the Navajo Department of Transportation. He spoke about the meeting held in Hardrock with voters who thought they were given the wrong ballot, indicating that was not the case, that it was due to the address they put on their voter registration. He stated that the County also coordinated with the Navajo Nation Human Rights Commission on the matter prior to the meeting and that they were receptive of what the county has been doing to address the concerns of the former Supervisor and the Hardrock Chapter President.

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He thanked staff and Recorder Michael Sample for being present. He stated that he is looking forward to attending the Navajo County Fair and that he hopes to see everyone there.

Supervisor Whitesinger stated that she is a member of the First Things First Regional Council, where she served as Vice-Chair, and spoke about how they have been able to provide funding for the Reach Out and Read, which provides books to local practitioners who serve children from 0 to 5, indicating that she is grated for the work they have done there. She spoke about serving on the American Indian Structural Heart Diseases Partnership Council, noting that one of the leading causes of death within American Indian communities is heart disease. She stated that they have been working to educate communities on the importance of getting heart examines and also have been providing training to several medical practitioners within the communities to be able to provide the services, noting that September 16 -18, 2024 they will have their first Echo screening event open to all community members. She thanked the Town of Pinetop-Lakeside who posted over 100 flags within the community, working with the Fishers with Men and the Blue Ridge High School Football team in remembrance of 9-11 and indicated that we should recognize all those that serve in different capacities of public service and military. She stated that National Day of Service is September 11, 2024, and indicated that we should find an opportunity for how we can serve your communities through a small act of kindness. She thanked staff for working on the survey for the election poll workers and thanked those who have taken the opportunity to respond to the survey. She shared her appreciation to those that participate and volunteer for the County Fair.

Vice-Chair Benally thanked staff for the meeting held in Hardrock and the outreach done there and indicated that we need to do more outreach in the bordering chapters of Pinon, Whippoorwill and Forest Lake. She indicated that communities are making comments about receiving the wrong ballot but that it's because it is based on the location that they put down on their voter registration. She reported on attending the North County Healthcare and Winslow City Hall ribbon cuttings. She indicated that she attended the NDOT & ADOT session to discuss road conditions due to the monsoons. She indicated that BIA has helped clear those roads that were washed out to make them passable. She indicated that there is still a drought in some areas, that one of the chapters is still having water issues but they were able to repair one of their windmills and shared her appreciation to BIA for helping repair it. She stated that she has been attending the Chapter Meetings in District I and that she will be doing a quarterly report at the City of Winslow Council Meeting later this month.

Chairman Whiting remained everyone about the Navajo County Fair this week and thanked all those who volunteer. He indicated that residents will be able to show case their animals and projects from the past year. He stated that it's a great time to be able to be with our neighbors and have a good time.

CALL TO THE PUBLIC:

Belinda Quog, Show Low, spoke about the requests from the public for transparency and accountability in the election process, indicating that the lack of urgency on security issues is troubling. She stated that they have asked for a security assessment of the voting machines by a highly qualified well-known independent expert, but that it is meet with excuses. She indicated that the people of Navajo County need to know the truth, that the county refused to make things transparent by having a security assessment of the voting machines. She stated that if they

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were allowed to do an assessment, at their own expense, and no issues were found, they would apologize and let the world know that elections are safe and secure but that without an assessment they believe that the machines are faulty and can't be trusted for a secure election. She indicated in the past election over one hundred voters were turned away from vote centers, which demonstrates the county's lack of care and security in the election process. She stated that humans don't have to turn off the over and under vote and inquired how many voters were disenfranchised by it.

Donna Shurwin, Pinetop, thanked Bryan Layton for sending out the survey to the poll workers, noting that she appreciates that they were sent out and that she hopes it will continue. She spoke about an article in the Show Low newspaper regarding the primary election not being smooth. She spoke about the inspectors reports for the 39 vote centers that she requested through a public records request, indicating that out of the 39 centers 3 didn't turn one in and that several of 36 that were completed had no signatures on them. She inquired how an election can be certified without an inspectors report. She spoke about a ballot that she found with a check mark on it during the hand count audit. She stated that when ballots are adjudicated there is supposed to be a person from each party and a third person, but that it didn't happen. She stated that the primary election should not have been certified because the chain of custody was not honored.

Liz Alden, Lakeside, spoke about her experience of being a poll worker, indicating that she attended the class at a Town Hall, was assigned to Cibecue for last election and that she went there with another Republican lady. She indicated that the Inspector was hostile and that the training that was provided was poor. She spoke of concerns that she had after being told that the Apache's vote Democrat and with the voters that came in speaking in their native language. She stated that she left feeling bad and that she wouldn't be a poll worker again.

Celia Lauglin, Overgaard, stated that they feel that power and control was taken away from the people when elections were centralized and the DS200's were moved away from the precincts to the central counters rather than allow a hand count at the precinct level. She spoke about Suzanne Spalding with CISA teaching the judiciary branch and bar association lawyers on how to dismiss or reject anything challenging elections. She indicated that Title 16 prevents and protects from this. She stated that they haven't done a good job protecting elections, but that they have told the Board that state statutes give them the ability and power to stand by the people and do hand count. She spoke about an email that was sent in 2020 to the Department of Justice from Bryan Watson, regarding a meeting he was invited to in Pima County were a presentation was given on regarding plans to embed 35,000 votes in a spread configured distribution to each democrat candidates vote totals, that the distribution would be embedded across the total registered voter range and would not exceed the registered voter count and that all embedded votes would not be found if audited because the embeds are in groups of ten.

Michael Pitts, Overgaard, demanded that use of all machine systems be stopped, along with other programs, and machines which are interfering with the electoral process. He stated that the current electoral process has been interfering in the people election. He indicated that all elections shall be free and equal and no power, civil or military shall interfere to prevent the free exercise of the right of suffrage. He spoke about the courts having laws that affirm the rights secured by the constitution, and that the government officials have been given multiple notices and affidavits informing them that the people's rights are being trespassed. He spoke about the counties entering into unconstitutional contracts with corporations

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that own and operate the systems, machines or devices, which have made the people unable to observe the electoral chain of custody for ballots. He indicated that this is an interference with the Arizona constitution required for free to equal elections and that is has disenfranchised people. He requested a hand count for the 2024 election.
Jerry Hubbard, Overgaard, spoke about the ballot drop boxes used in the Primary Election, indicating that he attended a meeting with Bryan Layton regarding the drop boxes around county having video cameras installed. He stated that there are 17 drop boxes and that he is not aware of any of them having video monitoring in past even though the election procedures manual specifying that they must be monitored by county employees. He stated that the video monitoring was at least a step in right direction and better than no monitoring at all. He indicated he was pleased that two weeks prior to the election a camera was installed on the drop box at his polling location. He stated that after viewing some of videos provided by the county it was obvious that the camera system on ballot drop boxes is still few and far between. He stated that he was a poll worker for the Primary Election with the position of Marshall he assisted the county employee in unloading and counting the ballots from the drop box at the close of election and signed the tally sheet to corroborate the ballot count as required by the election procedures manual to maintain the chain of custody. He stated that the FOIA request was made for the images of the tally sheets and that the video and only two images of tally sheets were received. He inquired where all the other tally sheets images were that should have been included and how the request could be ignored for the documents and the video showing proper chain of custody and security for the mail in ballots. He inquired when cameras will be installed on all of the 17 drop boxes for the general election.
Roger Gorres, Heber-Overgaard, inquired if there is a policy in place for Navajo County employees to respond to correspondence and where he can find the policy to know when he will receive a reply. He inquired as to the policy of restricting a poll worker to observer only one location on election day and requested that it be changed to allow them to observer when, where and how many locations they want without notice. He thanked the Navajo County Public Works Director for being at the Sheriff's Office public meeting in Overgaard and for replacing the small flashing sign to larger flashing sign on 277 so drivers can see it and reduce the amount of jake brake operations that happen while he's sleeping.

***ADJOURN*:** 10:25 a.m. meeting adjourned.

WORK SESSION:
At 10:55 a.m. All Supervisors were present with staff.

Madhav Mundle discussed the implementation of a Payment Management Program to address the significant financial constraints in maintaining 720 miles of roadways. The program, developed by consultants, uses data-driven analytics to prioritize road maintenance, focusing on cost-effective strategies like slurry seals and chip seals. The program aims to maximize the use of the $2.5 million annual budget, with a 10-year plan to prioritize road segments. Supervisor Whiting emphasized the need for a county-wide approach to road maintenance, while Fern Benally highlighted the challenges of maintaining roads in Navajo areas and requested better communication and support from Public Works. Mr. Mundle also covered the development of a Construction and Design Standards and Specification Manual to ensure consistent and safe construction practices.

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Mischa Larish discussed the permit and code enforcement service enhancements. The previous permitting system was a paper-based, in-person process with limited management tools. The new online citizen portal provides a digital, web-based process with improved tracking and management capabilities. The citizen portal allows users to submit building permits, access county road information, report code violations, and schedule inspections online 24/7. This streamlines the process and provides better transparency. The new permitting system includes comprehensive workflow tracking and reporting tools that allow staff to better manage and prioritize inspections and plan reviews. This has helped reduce review times. The code enforcement process has been enhanced with the addition of a hearing officer. This has provided more tools to address code violations, with 64 citations issued so far. The hearing officer process has resulted in 15 properties coming into compliance and 18 working towards compliance. The new systems and processes have improved customer service, transparency, and efficiency in the permitting and code enforcement functions. Staff highlighted the importance of encouraging residents to utilize the online citizen portal to take advantage of these enhancements.

Supervisor Seymore expressed strong support for the new permitting system and code enforcement enhancements. He noted that the data-driven, transparent approach has been well-received by contractors and has helped expedite the permitting process, which is critical given the seasonal nature of construction in the region. Supervisor Weisinger appreciated the consistency and equity the new systems bring, ensuring all residents and developers are treated the same. She highlighted the importance of clear communication of timelines and expectations, which the new processes facilitate. Chairman Whiting acknowledged the frustrations expressed by Supervisor Benally regarding Navajo roads and offered to support her in advocating for partnerships and funding opportunities at the state and federal level, if she can provide more information on the specific needs and strategies. Overall, the Supervisors were very supportive of the improvements made to the permitting and code enforcement functions. They recognized the value of the data-driven, transparent approach in providing better service to residents and developers, while also creating a framework for consistent, equitable decision-making.

Rochelle Lacapa gave a presentation on Guidelines for Successful Transportation Partnerships. Ms. Lacapa covered **Characteristics of Successful Partnership projects:** 1. Budget falls within the $100,000 procurement threshold or is within the county's approved budget capacity; 2. Clearly defined scope of work, including cost estimates and documentation; 3. Achievable projects within the procurement timelines, with projects over $100,000 requiring an earlier start; **Eligible Transportation Partnership Projects:** 1. Public roadway projects, including gravel, culverts, storm drains, roadway signing and striping. 2. Surface transportation-related projects on public roadways, such as box culverts, low-flow crossings, and impact attenuation devices; **Ineligible Transportation Partnership Projects:** 1. Utility work, private driveways, non-public roadways, assistance for funeral services, fuel tank purchases, and equipment/materials not exclusively used for transportation. Ms. Lacapa further described the types of non-construction partnership projects which can be highly visible projects with immediate impact and lower visibility projects with long timelines. Ms. Lacapa gave information on grant opportunities focusing on how the County can support tribal entities as co-applicants

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for AZ SMART grants by providing letters of support for grant applications to demonstrate partnership. Lastly, Ms. Lacapa discussed Intergovernmental Agreements, indicating that all transportation partnership projects require an IGA with the lead agency, which can include the Navajo Nation Department of Transportation, tribal transportation departments, ADOT, and incorporated cities/towns. The presentation emphasized the importance of building strong relationships with partner entities, clear communication, and aligning projects with the county's budget and procurement timelines to ensure successful transportation partnerships.

Supervisor Whitesinger expressed that the presentation provided a helpful framework and template for understanding the process and requirements around transportation partnerships. She noted that this clarity will be valuable in communicating with partners, especially when there are changes in elected officials or staff. Supervisor Seymore commented that the visual aids and information presented were very useful, as they help establish a common understanding of how the county can legally and effectively engage in these partnerships. He appreciated the delineation between high-visibility, immediate impact projects versus longer-term, lower-visibility initiatives. Chairman Whiting acknowledged the importance of the relationships and communication emphasized in the presentation. He offered to be supportive and echo the county's voice when Supervisors are advocating for partnerships and funding opportunities with state and federal entities, if provided more information on specific needs and strategies. Overall, the Supervisors seemed to appreciate the comprehensive framework outlined in the presentation. They recognized the value in having a clear, standardized approach to transportation partnerships that balances the county's obligations, budget constraints, and the need for visible, impactful projects for constituents. The Supervisors expressed a desire to utilize this framework moving forward in their discussions and collaborations with partner agencies.

The work session adjourned at 1:38 p.m.

APPROVED: **DATED: Septembre 24, 2024**

Jason Whiting, Chairman
Navajo County Board of Supervisors

ATTEST:

Melissa W. Buckley, Clerk
Navajo County Board of Supervisors

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Board of Supervisors Regular **1. e.**

Meeting Date: 09/24/2024

Title: Contract JWA Holbrook Admin Bldg; Mahoney Group; Kimley-Horn and Associates Pinetop Country Club; JWA Wht Mtn Community Center Roofing

Submitted By: Christine Dunlap, Executive Secretary

Department: Board of Supervisors

Motion before the Board:

Contracts signed by the County Manager pursuant to Board of Supervisors Resolution: Professional Services Contract with Johnson Walzer Associates (Consultant) for Navajo County Holbrook Administrative Building Public Service Counters; M&O Agencies, Inc. DBA The Mahoney Group Business Associate Agreement; Kimley-Horn and Associates, Inc. for Pinetop Country Club Striping Improvement Project; Johnson Walzer Associates (Consultant) for White Mountain Community Center Roofing Replacement Architectural Services

Background:

Contract for Professional Services for Navajo County Holbrook administrative building public service counters with Johnson Walzer Associates (Consultant).
Business Associates Agreement (M&O Agencies)The Mahoney Group
Kimley-Horn and Associates, Inc. (Consultant) for Pinetop Country Club Striping Improvement Project
Johnson Walzer Associates (Consultant) for White Mountain Community Center Roofing Replacement Architectural Services

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Attachments

Contract for Professional Svcs

Business Associate Agreement

Kimley Horn Pinetop

JWA Wht Mtn Comm Center Roofing

Form Review

Inbox	Reviewed By	Date
Clerk of the Board	Agenda Training	09/04/2024 01:40 PM

Form Started By: Christine Dunlap Started On: 09/04/2024 10:03 AM

Final Approval Date: 09/04/2024

CONTRACT FOR PROFESSIONAL SERVICES

AGREEMENT made as of September 24, 2024, between Navajo County ("County") and Johnson Walzer Associates, LLC. (“Consultant”).

WHEREAS, County requires certain professional services for Navajo County Administration Building Public Service Counters Limited Architectural Services (“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 August 21, 2024, and those additional items set forth in the Consultant’s schedule and fee proposal dated August 21, 2024, in a competent and professional manner to the satisfaction of County. 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 County’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 County, 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 County'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 County shall not, except for reasonable cause, be exceeded by County 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.** County shall pay to Consultant a not-to-exceed sum of seven thousand five hundred dollars ($7,500.00) as payment in full for all services rendered by Consultant pursuant to this Agreement. Payments shall be made within 30 days of County's receipt of Consultant's monthly invoices. Each invoice shall detail the work performed during the billing period. Invoice amounts in percent of Project cost shall not exceed the percentage of completion of the Project as approved by County.

7. **Defects in Work.** County 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 County and its agents, representatives, officers, officials and employees against such losses as set forth below. Consultant shall provide County with a current Certificate of Insurance or a certified copy of the insurance policy naming County 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 County 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 County. Consultant shall notify County 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 County 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 County 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 County.

11. **Non-Assignment.** Consultant shall not assign any right or interest in this Agreement without County's prior written approval, nor shall Consultant delegate any duty hereunder without County'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 County:**

A. **Suspension.** County 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.** County 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, County shall give Consultant written notice and a ten-day opportunity to cure the default. If the default remains uncured, County 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 County 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 County.

C. **Termination for Convenience.** County, by written notice to Consultant, may terminate this Agreement in whole or part when in the sole discretion of County it is in County'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 County 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 County 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 County 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 County 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 County'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 County'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: Tim Whiteside, Partner
Johnson Walzer Associates, LLC.
17 N. San Francisco Street
Suite 3A
Flagstaff, AZ 86001

To Navajo County: Grant Evans, Capital Projects Manager
Navajo County Public Works
P.O. 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

By _____
Bryan Layton, County Manager

ATTEST:

_____
Melissa W. Buckley, Clerk of the Board

Approved As to Form:

_____
Brandt Clark, Deputy County Attorney

Consultant

By _____

Title: _____

JWA

Architecture
Planning
Interiors

August 21, 2024

Grant Evans, Capital Projects Manager
Navajo County Public Works
100 West Public Works Drive
Holbrook AZ 86025
grant.evans@navajocountyaz.gov

Re: **Navajo County Administration Building Public Service Counters**
Limited Architectural Services

Dear Grant,

Thanks for showing me around the existing Navajo County offices in Holbrook. Johnson Walzer Associates would be pleased to provide limited architectural services for the public service counters project at the existing administration building near Holbrook.

PROJECT UNDERSTANDING. Public access to the administration building is being returned to the original main entrance. As a result, employee security is to be provided at the service interface with the public. The general strategy is to create a wall between the staff and public, with secure openings for the use of the Treasurer, Assessor and Recorder. The existing workstations are to be maintained to the greatest extent possible. The wall and service openings are planned to be constructed by County personnel, depending on the Building Official requirements. The plans are to be approved by both the Navajo County Building Department and the State Fire Marshal.

ARCHITECTURAL SERVICES. We plan the following tasks:

1. Gather any available existing construction documents and current AutoCAD files for the existing building.
2. Review for code compliance. This will include studying current occupant load and exiting requirements. This will guide exit requirements through the planned security wall.
3. Review existing mechanical plans for air flow issues associated with the planned new wall. No mechanical engineering is included in this proposal.
4. Review existing electrical plans to identify general power and lighting issues associated with the new wall. No electrical engineering is included in this proposal.
5. Confirm the space requirements for the service windows, using programming information provided by the County.

6. Prepare a base floor plan, incorporating the provided AutoCAD drawing files of the existing building. These may not include actual conditions, which will need to be field verified by the County construction team.
7. Prepare a schematic architectural floor plan, reflected ceiling plan interior elevation and wall section, for County review and comment. This will show the new wall, counter concept and exits. It will not show in detail cubicles behind the wall.
8. Revise plans as needed and provide dimensions for wall layout.
9. This is a limited scope architectural project and is intended to provide the bare minimum to achieve a building permit and submittal for the State Fire Marshal.
10. If the fire marshal needs additional documentation or engineering, these services can be provided as Additional Services.
11. Attend any video zoom meetings as needed.

OWNER PROVIDED ITEMS. You will provide:

- Any documents that may be helpful related to this project.
- A single point of contact for communication with the Navajo County team.

SCHEDULE. We can start work immediately upon your authorization and will work to meet your schedule expectations.

FEES. We will provide the above initial Phase 1 services for a total fixed fee of **$7,500.** This is based on roughly 24 architectural hours and 32 technical hours.

ADDITIONAL SERVICES. Engineering services or more comprehensive architectural services can be added upon request.

ACCEPTANCE. We will start the work promptly upon your acceptance of this proposal. Please let me know if you have any questions. Thank you for this opportunity to continue working together.

Sincerely,

Tim Whiteside, Partner

Accepted: _____ Date: 9-8-2024

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BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (the "**Agreement**") is entered into between Navajo County [NAME OF COVERED ENTITY], a political subdivision [TYPE OF ORGANIZATION] organized under the laws of Arizona [STATE] ("**Covered Entity**"), and M & O Agencies, Inc. dba The Mahoney Group, a S Corporation organized under the laws of Arizona ("**Business Associate**"), which shall be deemed effective 09/04/24 (the "**Effective Date**").

WHEREAS, the U.S. Department of Health and Human Services issued regulations on "Standards for Privacy of Individually Identifiable Health Information" comprising 45 C.F.R. Parts 160 and 164, Subparts A and E (the "**Privacy Standards**"), "Security Standards for the Protection of Electronic Protected Health Information" comprising 45 C.F.R. Parts 160 and 164, Subpart C (the "**Security Standards**"), "Standards for Notification in the Case of Breach of Unsecured Protected Health Information" comprising 45 C.F.R. Parts 160 and 164, Subpart D (the "**Breach Notification Standards**"), and "Rules for Compliance and Investigations, Impositions of Civil Monetary Penalties, and Procedures for Hearings" comprising 45 C.F.R. Part 160, Subparts C, D, and E ("the "**Enforcement Rule**") promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act ("**HITECH Act**"), and the Genetic Information and Nondiscrimination Act of 2008 ("**GINA**") (the Privacy Standards, the Security Standards, the Breach Notification Standards, and the Enforcement Rule are collectively referred to herein as the "**HIPAA Standards**").

WHEREAS, in conformity with the HIPAA Standards, Business Associate has, and/or will create, receive, maintain, or transmit certain Protected Health Information ("**PHI**") pursuant to the services provided or where the provision services involves the disclosure of PHI.

WHEREAS, Covered Entity is required by the HIPAA Standards to obtain satisfactory assurances that Business Associate will appropriately safeguard all PHI created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity.

WHEREAS, the parties hereto desire to enter into this Agreement to memorialize their obligations with respect to PHI pursuant to the requirements of the HIPAA Standards.

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

Section 1. Definitions. Except as otherwise specified herein, capitalized terms used, but not defined in this Agreement, shall have the same meaning as those terms in 45 C.F.R. Parts 160, 162, and 164.

(a) Breach, as used in Section 2 of this Agreement, means the unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information.

(b) C.F.R. means the Code of Federal Regulations.

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(c) ePHI means any PHI that is received, maintained, transmitted or utilized for any purpose in electronic form by Business Associate on behalf of Covered Entity.

(d) Individual has the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as personal representative in accordance with 45 C.F.R. § 164.502(g).

(e) Protected Health Information ("**PHI**") has the same meaning as the term "Protected Health Information" as defined in 45 C.F.R. § 160.103, which generally includes all Individually Identifiable Health Information regardless of form; limited, however, to the information that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity. PHI excludes Individually Identifiable Health Information regarding a person who has been deceased for more than fifty (50) years.

(f) Required by Law has the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

(g) Secretary means the Secretary of the United States Department of Health and Human Services or his/her designee.

(h) Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

(i) Standard Transaction means a transaction that complies with an applicable standard adopted under 45 C.F.R. Part 162.

Section 2. Obligations and Activities of Business Associate.

(a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law. Business Associate shall also comply with any further limitations on uses and disclosures of PHI by Covered Entity in accordance with 45 C.F.R. § 164.522, provided that Covered Entity communicate such limitations to Business Associate.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement.

(c) Business Associate shall use appropriate safeguards and comply with 45 C.F.R. Part 164, Subpart C with respect to ePHI that it creates, receives, maintains or transmits on behalf of Covered Entity.

(d) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware. Additionally, Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware. At the request of Covered Entity, Business Associate shall identify the date, nature, and scope of the Security

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Incident, Business Associate's response to the Security Incident, and the identification of the party responsible for causing the Security Incident, if known. Notwithstanding the foregoing, the parties acknowledge and agree that this Section 2(d) constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to Covered Entity shall be required. Unsuccessful Security Incident means, without limitation, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Covered Entity's electronic PHI.

(e) Business Associate shall notify Covered Entity promptly, upon discovery of a Breach of Unsecured Protected Health Information of such Breach. Further, without undue delay and within thirty (30) days, Business Associate shall provide such information to Covered Entity as required by the Breach Notification Standards.

(f) Business Associate shall obtain and maintain an agreement with each agent or subcontractor that creates, receives, maintains, or transmits Covered Entity's PHI on behalf of Business Associate. Under the agreement, such agent or subcontractor shall agree to the same restrictions and conditions that apply to Business Associate pursuant to this Agreement with respect to such PHI.

(g) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement or the HIPAA Standards.

(h) Upon request of Covered Entity, Business Associate agrees to provide access to PHI in a Designated Record Set, as defined in 45 C.F.R. § 164.501, to an Individual in order for Covered Entity to comply with the requirements under 45 C.F.R. § 164.524. Further, if the PHI that is the subject of a request for access is maintained in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide access to the PHI in the electronic form and format requested, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual. Business Associate further agrees to make available PHI for amendment and incorporate any amendments to PHI in a Designated Record Set in order for Covered Entity to comply with 45 C.F.R. § 164.526. If Business Associate receives a direct request from an Individual for access or amendment to PHI, it will forward the request to Covered Entity to fulfill. If Business Associate provides copies or summaries of PHI to an Individual, it may impose a reasonable, cost-based fee in accordance with 45 C.F.R. § 164.524(c)(4), provided that the fee includes only the cost of labor for copying the PHI requested by the Individual, whether in paper or electronic form, and supplies for creating the paper copy or electronic media if the Individual requests that the electronic copy be provided on portable media.

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(i) Business Associate agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Standards.

(j) Business Associate agrees to document those disclosures of PHI, and information related to such disclosures, as required to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Business Associate further agrees to provide Covered Entity such information upon request to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI, in accordance with 45 C.F.R. § 164.528. If Business Associate receives a direct request from an Individual for an accounting of disclosures PHI, it will forward the request to Covered Entity to fulfill.

(k) In the event that Covered Entity uses or maintains an electronic health record with respect to PHI, Business Associate shall provide an accounting of disclosures of such PHI to an Individual during the three (3) years prior to the date of the request within sixty (60) days after Business Associate's receipt of such a request.

(l) Business Associate acknowledges that it shall limit the use, disclosure or request of PHI to perform or fulfill a specific function required or permitted hereunder to the minimum necessary, as established by the HIPAA Standards and relevant guidance, to accomplish the intended purpose of such use, disclosure or request.

(m) If Business Associate agrees to conducts any Standard Transactions on behalf of Covered Entity, Business Associate shall comply with the applicable requirements of 45 C.F.R. Part 162.

(n) If Business Associate agrees to carry out an obligation of Covered Entity under 45 C.F.R. Part 164, Subpart E, Business Associate shall comply with the requirements of 45 C.F.R. Part 164, Subpart E that apply to Covered Entity in the performance of such obligations.

(o) Except as otherwise permitted by law, Business Associate shall not directly or indirectly receive remuneration in exchange for a disclosure of PHI without the Individual's authorization.

(p) Compliance with 42 C.F.R. Part 2 ("**Part 2**"). To the extent that Business Associate processes patient records subject to Part 2 ("**Part 2 Information**"), Business Associate acknowledges and agrees that it: (i) is fully bound by Part 2; and (ii) if necessary, will resist in judicial proceedings any efforts to obtain access to Part 2 Information.

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Section 3. Permitted Uses and Disclosures of PHI by Business Associate.

(a) General Use and Disclosure Provisions.

Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity pursuant to the Service Agreement between the parties, provided that such use or disclosure would not violate the Privacy Standards if done by Covered Entity.

(b) Specific Use and Disclosure Provisions.

(1) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate, or to carry out the legal responsibilities of Business Associate. Except as otherwise limited in this Agreement, Business Associate may disclose PHI (i) for the proper management and administration of Business Associate, or ( ) to carry out Business Associate's legal responsibilities if (a) the disclosure is Required by Law, or (b) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(2) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(3) Further, Business Associate may de-identify any and all PHI created or received under this Agreement in accordance with 45 C.F.R. § 164.514(b) and use such de-identified data in any manner determined by Business Associate.

Section 4. Covered Entity's Obligations.

(a) Notice of Change in Privacy Practices. To the extent known to Covered Entity, Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(b) Notice of Change in Permissions. To the extent known to Covered Entity, Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(c) Notice of Change in Use. To the extent known to Covered Entity, Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI

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that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(d) Appropriate Requests. Covered Entity shall not request that Business Associate use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by Covered Entity.

Section 5. Term and Termination.

(a) Term. The provisions of this Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with the provisions of this Section, shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.

(b) Termination for Cause. Without limiting the termination rights of the parties pursuant to this Agreement and upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall either:

(1) Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement, if feasible; or

(2) Immediately terminate this Agreement if cure is not possible, if feasible.

(c) Termination Without Cause. Either party may terminate this Agreement effective upon sixty (60) days (fully Insured groups) / ninety (90) days (self-funded groups) advance written notice to the other party.

(d) Effect of Termination.

(1) Except as provided in paragraph (2) of this Section 5(d), upon termination of this Agreement for any reason, Business Associate shall promptly return or destroy all PHI received from, or created or received by Business Associate on behalf of, Covered Entity that Business Associate maintains in any form and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

(2) In the event that Business Associate reasonably believes that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity prompt notification of the conditions that make return or destruction infeasible. Upon Business Associate's determination that return or destruction of PHI is infeasible; Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

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Section 6. Notices. Any notices or communications to be given pursuant to this Agreement shall be made to the addresses given below:

If to Business Associate, to:	If to Covered Entity, to:
Morgan Scott HIPAA Administrator The Mahoney Group 1835 S. Extension Road Mesa, AZ 85210	_____ _____ _____

Section 7. Miscellaneous.

(a) No provision in this Agreement shall create, nor be deemed to create, any relationship between the parties other than that of independent parties contracting solely for the purpose of effecting the provisions of this Agreement and the Services Agreement.

(b) Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

(c) Regulatory References. A reference in this Agreement to a section in the HIPAA Standards means the section then in effect.

(d) Amendment. The parties agree to take such action as may be necessary to amend this Agreement from time to time to ensure the parties comply with the requirements of the HIPAA Standards and any other applicable law or regulation. Any amendment to this Agreement proposed by either party shall not be effective unless mutually agreed to in writing by both parties.

(e) Survival. The respective rights and obligations of Business Associate under Section 5(d) of this Agreement shall survive the termination of this Agreement.

(f) Interpretation. Any ambiguity in this Agreement shall be resolved to permit the parties to comply with the HIPAA Standards. In the event of any inconsistency or conflict between this Agreement and the Service Agreement, the terms and conditions of this Agreement shall govern and control.

(g) No Third Party Beneficiary. Nothing express or implied in this Agreement or in the Service Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.

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(h) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

(i) Multiple Counterparts. This Agreement may be executed in multiple counterparts all of which shall be considered an original Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

COVERED ENTITY	**BUSINESS ASSOCIATE**
By: Bryan Layton	By:
Name: Bryan Layton	Name: R.Bradley Rucker
Title: County Manager	Title: President

CONTRACT FOR PROFESSIONAL SERVICES

AGREEMENT made as of September 24, 2024, between Navajo County ("County") and Kimley-Horn and Associates, Inc. (“Consultant”).

WHEREAS, County requires certain professional services for Pinetop Country Club Striping Improvements Project (“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 August 21, 2024, and those additional items set forth in the Consultant’s schedule and fee proposal dated August 21, 2024, in a competent and professional manner to the satisfaction of County. 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 County’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 County, 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 County'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 County shall not, except for reasonable cause, be exceeded by County 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.** County shall pay to Consultant a not-to-exceed sum of nineteen thousand eight hundred twenty five dollars ($19,825.00) as payment in full for all services rendered by Consultant pursuant to this Agreement. Payments shall be made within 30 days of County's receipt of Consultant's monthly invoices. Each invoice shall detail the work performed during the billing period. Invoice amounts in percent of Project cost shall not exceed the percentage of completion of the Project as approved by County.

7. **Defects in Work.** County 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 County and its agents, representatives, officers, officials and employees against such losses as set forth below. Consultant shall provide County with a current Certificate of Insurance or a certified copy of the insurance policy naming County 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 County 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 County. Consultant shall notify County 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 County 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 County 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 County.

11. **Non-Assignment.** Consultant shall not assign any right or interest in this Agreement without County's prior written approval, nor shall Consultant delegate any duty hereunder without County'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 County:**

A. **Suspension.** County 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.** County 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, County shall give Consultant written notice and a ten-day opportunity to cure the default. If the default remains uncured, County 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 County 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 County.

C. **Termination for Convenience.** County, by written notice to Consultant, may terminate this Agreement in whole or part when in the sole discretion of County it is in County'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 County 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 County 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 County 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 County 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 County'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 County'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: Gabrielle Amado, P.E.
Kimley-Horn
1001 W. Southern Avenue, Suite 131
Mesa, AZ 85210

To Navajo County: Jeanine Carruthers
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

By _____
Bryan Layton, County Manager

ATTEST:

_____
Melissa W. Buckley, Clerk of the Board

Approved As to Form:

_____
Brandt Clark, Deputy County Attorney

Consultant

By _____

Title: _____

Kimley»Horn

August 21, 2024

Mr. Flake, P.E., CFM
Assistant County Engineer
Navajo County Public Works
100 W. Public Works Drive
PO Box 668, Holbrook, AZ 86025

RE: **Traffic Engineering On-Call**
Pinetop Country Club Striping Improvements
Scope of Services and Fee Proposal

Mr. Flake:

Kimley-Horn is pleased to submit this scope of services and fee proposal to design transverse pavement markings along the Buck Springs Road corridor from SR-260 to Country Club Drive. Kimley-Horn will develop plans and quantities for the transverse pavement markings at the five recommended locations in the Pinetop Country Club Speed Study.

We sincerely appreciate the opportunity to work with Navajo County on this project. Should you have any questions please do not hesitate to contact me at (602) 371-4514 or Gabrielle.Amado@kimley-horn.com.

Sincerely,
Kimley-Horn and Associates, Inc.

Gabrielle Amado, P.E.

Project Manager

NAVAJO COUNTY
PINETOP COUNTRY CLUB
STRIPING IMPROVEMENTS

SCOPE OF SERVICES

TASK 1 PROJECT MANAGEMENT AND MEETINGS

1.A. Project Management

Kimley-Horn will establish a project management system which will provide adequate schedule and budget control and will be responsive to input from the County. Project management include managing project schedule, coordination, and contracts with our subconsultants, invoicing, and QA/QC.

1.B. Project Meetings

Kimley-Horn will attend up to two (2) meetings. The meetings will be held virtually using Microsoft Teams and will include up to two (2) Kimley-Horn staff. Anticipated meetings are described as follows:

- **i** Project Kick-off Meeting - which will consist of overview of the scope of work, coordination of collection of data, communication plan, and coordination with project team on technical concerns prior to starting work.
- **ii** Pinetop Country Club Transverse Pavement Marking Pre-Final Results Meeting

Kimley-Horn will prepare an agenda, sign in sheet, and meeting notes for each meeting.

TASK NO. 2 – DATA COLLECTION & FIELD REVIEW

The County will furnish the latest as-builts and quarter section maps for County-owned facilities (ROW, and easements) that are available for the project limits to Kimley-Horn.

Kimley-Horn will conduct a field investigation of the existing conditions and inventory existing signing/pavement markings.

TASK NO. 3 – TOPOGRAPHIC SURVEY AND AERIAL MAPPING

Kimley-Horn will obtain aerial photography acquired from Near Maps/County Assessors website to develop a project base map.

Topographic survey is not anticipated for this project.

Kimley-Horn will utilize County as-builts/quarter section maps received from the County and Navajo County Assessors for ROW and easements to develop a ROW CADD base file.

TASK NO. 4 - TRAFFIC SIGNING AND PAVEMENT MARKING DESIGN AND PLANS

Kimley-Horn will prepare signing and pavement marking plans in accordance with Navajo County standards and details and the Manual on Uniform Traffic Control Devices (MUTCD).

Kimley-Horn's design will include the striping of the new transverse pavement markings at the five (5) locations recommended in the Pinetop Country Club Speed Study.

Kimley-Horn will prepare Pre-Final and Final traffic signing and pavement marking plan sheets at 1" = 40' scale. A total of 14 sheets will be prepared and consist of the following:

- Cover Sheet (1 Sheet)
- Traffic Signing and Pavement Marking Notes and Legend Sheet (1 Sheet)
- Geometric Control Sheets (2 Sheets)
- Buck Springs Road Signing and Pavement Marking Layout (10 Sheet)

Kimley-Horn will prepare a list of anticipated quantities to be submitted at both Pre-Final and Final design stage. Quantities will be presented on the plan sheets

Kimley-Horn will provide final deliverables to County staff in PDF format. Electronic files, including CADD files, will be provided for County records.

TASK NO. 5 – REVIEWS AND SUBMITTALS

Kimley-Horn will prepare and submit construction documents at two stages of development:

- Pre-Final Submittal
- Final Sealed Submittal

Kimley-Horn will compile comments received from the County following the Pre-Final Submittal. These comments will be compiled in a spreadsheet that contains responses and resolutions to each comment. This spreadsheet will be submitted at the following submittal stage. This task provides time for internal QA/QC reviews before each submittal.

Exclusions

Any additional items not mentioned or specifically listed as a task in the sections above will be considered additional services. This may include, but is not limited to the following:

- Additional meetings
- Survey
- Project Specifications
- Construction Phasing Plans
- Traffic Control Plans
- Post Design Services
- Observation of Construction
- Additional submittals
- Any additional items not mentioned and specifically listed as a task in the sections above.

FEE ESTIMATE

Kimley-Horn will perform the services in Tasks 1-5 for the total lump sum fee below and in Attachment A.

Total Project Cost:.....$19,825.00

SCHEDULE

Kimley-Horn will provide the services as expeditiously as practicable with the goal of meeting the following schedule:

• Project Kick-Off Meeting	Two Days from NTP
• Data Collection	Three Days from NTP
• Field Observations	One Week from NTP
• Pre-Final Submittal	Three Weeks from NTP
• Pre-Final Comment Resolution Meeting	Four Weeks from NTP
• Final Submittal	Five Weeks from NTP

Detail of Consultant's Compensation
Navajo County
Pinetop Country Club Striping Improvements

			Sr. Professional II	Sr. Professional I	Professional II	Professional I	Analyst	Designer	Administrator	
TASK DESCRIPTION	**SUBTOTAL**		**$ 285.00**	**$ 255.00**	**$ 225.00**	**$ 195.00**	**$ 165.00**	**$ 135.00**	**$ 105.00**	
TASK 1 - PROJECT MANAGEMENT & MEETINGS	**$**	**2,760.00**	**-**	**-**	**6**	**-**	**6**	**-**	**4**	**-**
1.A. Project Management	**$**	**990.00**	**-**	**-**	**2**	**-**	**2**	**-**	**2**	**-**
Project Management and Admin Support	$	990.00			2		2		2	
	$	-								
1.B. Project Meetings	**$**	**1,770.00**	**-**	**-**	**4**	**-**	**4**	**-**	**2**	**-**
Meetings (2 mtg)(Virtual Only)(2 KHA Staff)	$	780.00			2		2			
Meeting Preparation (Agenda/Notes)	$	990.00			2		2		2	
	$	-								
TASK 2 -DATA COLLECTION & FIELD REVIEW	**$**	**3,660.00**	**-**	**-**	**8**	**-**	**10**	**-**	**2**	**-**
Field Review	$	3,120.00			8		8			
Collecting Maps & Quarter Sections	$	540.00					2		2	
	$	-								
TASK 3 -TOPOGRAPHIC SURVEY & AERIAL MAPPING	**$**	**1,050.00**	**-**	**-**	**-**	**2**	**4**	**-**	**-**	**-**
Near Maps/County Assessor Aerial Mapping Base File	$	525.00				1	2			
ROW Base File	$	525.00				1	2			
	$	-								
TASK 4 -TRAFFIC SIGNING & PAVEMENT MARKING DESIGN & PLANS	**$**	**9,015.00**	**-**	**-**	**3**	**14**	**34**	**-**	**-**	**-**
Cover Sheet (1 Sheet)	$	525.00				1	2			
Signing & Pavement Marking Notes & Legend Sheet (1 Sheet)	$	525.00				1	2			
Geometric Control Sheets (2 Sheets)	$	2,625.00				5	10			
Buck Springs Rd Signing & Marking Plans (Pre-Final & Final) (10 Sheets) (40 Scale)	$	5,340.00			3	7	20			
	$	-								
TASK 5 - REVIEWS & SUBMITTALS	**$**	**2,940.00**	**3**	**-**	**2**	**5**	**4**	**-**	**-**	**-**
Pre-Final Construction Documents Submittal Coordination	$	645.00	1			1	1			
Final Bid Documents Submittal Coordination	$	645.00	1			1	1			
Tabular Comment Resolution Form w/Responses (Pre-Final)	$	525.00				1	2			
QA/QC	$	1,125.00	1		2	2				
	$	-								
SUBTOTAL DIRECT LABOR	**$**	**19,425.00**	**3**	**0**	**19**	**21**	**58**	**0**	**6**	**0**
DIRECT EXPENSES										
EXPENSES	**$**	**400.00**								
Project Expenses Allowance (Mileage/Reproduction/Concept Roll Plots)	$	400.00								
SUBTOTAL SUBCONSULTANT SERVICES	**$**	**400.00**								
TOTAL	**$**	**19,825.00**								

CONTRACT FOR PROFESSIONAL SERVICES

AGREEMENT made as of September 24, 2024, between Navajo County ("County") and Johnson Walzer Associates, LLC. (“Consultant”).

WHEREAS, County requires certain professional services for Navajo County White Mountain Community Center Roofing Replacement Architectural Services (“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 September 11, 2024, and those additional items set forth in the Consultant’s schedule and fee proposal dated September 11, 2024, in a competent and professional manner to the satisfaction of County. The Scope of Work and the Consultant’s schedule and fee proposal are attached hereto (Attachment A) 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 County’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 County, 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 County’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 County shall not, except for reasonable cause, be exceeded by County 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.** County shall pay to Consultant a not-to-exceed sum eighteen thousand dollars ($18,000.00) as payment in full for all services rendered by Consultant pursuant to this Agreement. Payments shall be made within 30 days of County's receipt of Consultant's monthly invoices. Each invoice shall detail the work performed during the billing period. Invoice amounts in percent of Project cost shall not exceed the percentage of completion of the Project as approved by County.

7. **Defects in Work.** County 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 County and its agents, representatives, officers, officials and employees against such losses as set forth below. Consultant shall provide County with a current Certificate of Insurance or a certified copy of the insurance policy naming County 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 County 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 County. Consultant shall notify County 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 County 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 County 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 County.

11. **Non-Assignment.** Consultant shall not assign any right or interest in this Agreement without County's prior written approval, nor shall Consultant delegate any duty hereunder without County'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 County:**

A. **Suspension.** County 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.** County 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, County shall give Consultant written notice and a ten-day opportunity to cure the default. If the default remains uncured, County 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 County 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 County.

C. **Termination for Convenience.** County, by written notice to Consultant, may terminate this Agreement in whole or part when in the sole discretion of County it is in County'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 County 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 County 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 County 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 County 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 County'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 County'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. **Certifications**. The Civil Rights, Equal Employment Opportunity, Equal Opportunity for Workers with Disabilities - Section 503, Procurement of Recovered

Materials, Access to Records and Records Retention, Conflict of Interest, Anti-Lobbying Certification (Attachment B) are attached hereto and by this reference incorporated herein, are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required Certifications shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

23. **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: Tim Whiteside, Partner
Johnson Walzer Associates, LLC.
17 N. San Francisco Street, Suite 3A
Flagstaff, AZ 86001

To Navajo County: Grant Evans, Capital Projects Manager
Navajo County Public Works
P.O. 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

By _____
Bryan Layton, County Manager

ATTEST:

_____
Melissa W. Buckley, Clerk of the Board

Approved As to Form:

_____
Brandt Clark, Deputy County Attorney

Consultant

By _____

Title: _____

ATTACHMENT A

JWA

Architecture
Planning
Interiors

September 11, 2024

Grant Evans, Capital Projects Manager
Navajo County Public Works
100 West Public Works Drive
Holbrook AZ 86025
grant.evans@navajocountyaz.gov

Re: **White Mountain Community Center Roofing Replacement**
Architectural Services for Navajo County

Dear Grant,

Johnson Walzer Associates would be pleased to provide architectural services for the White Mountain Community Center Roofing Replacement project at 1594 Johnson Drive in Lakeside, Arizona.

PROJECT UNDERSTANDING. This project is funded by a federal community development block grant which will be administered locally by NACOG. Navajo County will be providing project management. The project will involve roofing material removal and replacement at the existing White Mountain Community Center, which includes a senior center and thrift shop. The building is wood frame with sloped roofs and appears to include three additions and a front porch extension. Multiple layers of shingles are installed, some in fair to poor condition. The enclosed portion of the building is roughly 7,800 SF, plus entry and rear porches.

The front and rear porches need structural reinforcement. The present roofing project scope does not include structural work. This project will include replacement of any failing sections of roof sheathing.

ARCHITECTURAL SERVICES. We plan the following tasks:

1. Gather any available existing construction documents for the existing building.
2. Visit the site, to document existing conditions and identify any structural concerns.
3. Prepare architectural base plans for the roof.
4. Prepare design for County review. This will include a roof plan and notes.
5. Incorporate County comments and complete the construction documents. These will include a roof demolition plan, proposed plan, typical details and a sheet specification. Simple structural repairs will be suggested.
6. Coordinate as needed with County or NACOG staff in preparation of bid documents.
7. Submit documents for the Town of Pinetop Lakeside Building Department.

8. Attend a pre-bid meeting on site in Lakeside.
9. Attend a video zoom pre-construction conference.
10. Attend any other video zoom meetings as needed.
11. Provide standard construction administration services including review of submittals; response to contractor queries; review of proposed change orders; review of pay applications; and three site visits, one during tear off, second during roofing and a final punch list inspection.

OWNER PROVIDED ITEMS. You will provide:

- Any documents that may be helpful related to this project.
- A single point of contact for communication with the Navajo County/NACOG and user groups.

SCHEDULE. We can start work immediately upon your authorization and will work to meet your schedule expectations. We understand the urgency to get this work started this fall if possible.

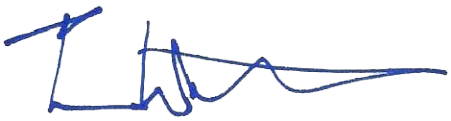
FEES. We will provide the above services for a total fixed fee of **$18,000** as follows:

1.	Site visit and preliminary design	$4,500
2.	Construction documents	$7,500
3.	Bidding	$1,500
4.	Construction administration	$4,500

ADDITIONAL SERVICES. Engineering services are not presently anticipated. Structural engineering services are available and could be added if field conditions arise requiring further analysis.

ACCEPTANCE. We will start the work promptly upon your acceptance of this proposal. Please let me know if you have any questions. Thank you for this opportunity to continue working together.

Sincerely,



Tim Whiteside, Partner

Accepted: _____ Date: 9-12-2024

ATTACHMENT B

CERTIFICATIONS

CIVIL RIGHTS

The undersigned is fully aware that this contract is wholly or partially federally funded, and further, agrees to abide by the:

Civil Rights Act of 1964, Title VI, as amended, that provides no person on the basis of Race, Color or National Origin shall be excluded from participation, denied program benefits or subjected to discrimination.

And, Civil Rights Act of 1968, Title VIII, as amended, will not discriminate in housing on the basis of Race, Color, Religion, Sex or National Origin.

And, Rehabilitation Act of 1973, Section 503, as amended, which prohibits discrimination against individuals with disabilities and requires government contractors to take affirmative action to employ and advance in employment qualified individuals with disabilities.

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

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

And, Americans with Disabilities Act of 1990, as amended, that no covered entity shall discriminate against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training and other terms, conditions and privileges of employment.

And, Executive Order 11063, that no person shall, on the basis of Race, Color, Religion, Sex or National Origin, be discriminated against in housing and related facilities provided with federal assistance or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

And, Executive Order 11246, as amended, that no person shall be discriminated against, on the basis of Race, Color, Religion, Sex, Sexual Orientation, Gender Identity or National Origin, in any phase of employment during the performance of federal or federally assisted construction contracts awarded to contractors or subcontractors who do over $10,000 in government business in one (1) year.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965,

and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971].

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES - SECTION 503

(if contract $10,000 or over)

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without

discrimination on the basis of their physical or mental disability in all employment practices including the following:

a. Recruitment, advertising and job application procedures;

b. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

c. Rates of pay or any other form of compensation and changes in compensation;

d. Job assignments, job classifications, organizational structures, position descriptions, lines of progression and seniority lists;

e. Leaves of absence, sick leave or any other leave;

f. Selection and financial support for training including apprenticeship, professional meetings, conferences and other activities and selection for leaves of absence to pursue training;

g. Activities sponsored by the contractor including social or recreational programs; and

h. Any other term, condition or privilege of employment.

2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

3. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (i.e. providing Braille or large print versions of the notice or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the Contractor, a Contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the Contractor provides computers, or access to computers, that can access the electronic posting to such employees or the Contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the Contractor to notify job applicants of their rights if the Contractor utilizes an electronic application process.

Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment and shall not discriminate against individuals with physical or mental disabilities.
6. The Contractor must include the provisions of this clause in every subcontract or purchase order in excess of $10,000 unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
7. The Contractor must, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

PROCUREMENT OF RECOVERED MATERIALS

The undersigned is fully aware that this contract is wholly or partially federally funded and further by submission of this bid certifies that they will adhere to the requirements and specifications as outlined by the EPA at 40 CFR Part 247, Comprehensive Procurement Guideline for Products Containing Recovered Materials.

ACCESS TO RECORDS AND RECORDS RETENTION

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

1. The individual, sole proprietor, partnership, corporation and/or association agrees to permit the *Recipient, Consultants*, State of Arizona Department of Housing (ADOH), U. S. Department of Housing and Urban Development (HUD) and the Office of the Inspector General and/or their designated representatives to have access to all records for review, monitoring and audit during normal working hours.

2. The individual, sole proprietor, partnership, corporation and/or association agrees to retain all records for at least three (3) years following the grant contract closeout between HUD and ADOH or the resolution of all audit findings, whichever is later.

CONFLICT OF INTEREST

The undersigned is fully aware that this contract is wholly or partially federally funded and further, by submission of the bid or proposal that the individual or firm, certifies that:

1. There is no substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission or committee with the *Recipient* or *Consultants.*

2. Any substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission or committee (including members of their immediate family) with the *Recipient* or *Consultants* that develops at any time during this contract will be immediately disclosed to the *Recipient* and *Consultants*.

ANTI-LOBBYING

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

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

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

CERTIFICATIONS SIGNATURE FORM

Return this page with proposal.

These Certifications (Civil Rights, Equal Employment Opportunity, Equal Opportunity for Workers with Disabilities - Section 503, Procurement of Recovered Materials, Access to Records and Records Retention, Conflict of Interest, Anti-Lobbying) are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required Certifications shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____

(Typed Name of Official) (Signature of Official)

_____ _____

(Typed Name of Firm) (Date)

Board of Supervisors Regular **1. f.**

Meeting Date: 09/24/2024

Title: FY25 Budget Amendments for ARPA and RSAT funds

Submitted By: Jayson Vowell, Finance Director

Department: Administrative Services **Division:** Finance

Motion before the Board:

FY25 Budget Amendments for the American Rescue Plan Act Funds and the Residential Substance Abuse Treatment Fund

Background:

Budget amendments to account for payments made before the end of fiscal-year 2024 and to allocate budget capacity for the RSAT grant. No Budget impact as amounts net to $0.

Attachments

Budget Amendments

Form Review

Inbox	Reviewed By	Date
Finance Director	Jayson Vowell	09/04/2024 03:50 PM

Form Started By: Jayson Vowell Started On: 09/04/2024 03:43 PM

Final Approval Date: 09/04/2024

Account	FY25 Adopted Budget	Budget Amendment	FY25 Amended Budget
110125.002.412.99	1,536,888.00	(125,206.00)	1,411,682.00
110125.003.452.00	171,505.00	(88,681.00)	82,824.00
110125.012.414.45	20,330.00	10,322.00	30,652.00
110125.019.421.99	3,969,611.00	55,452.00	4,025,063.00
110125.037.421.99	443,590.00	(246,913.00)	196,677.00
210626.019.421.00	8,800,000.00	(72,453.00)	8,727,547.00
220301.036.401.10	-	142,000.00	142,000.00
220301.036.402.30	-	55,202.00	55,202.00
220301.036.421.90	-	193,536.00	193,536.00
220301.036.454.00	-	51,324.00	51,324.00
210900.002.436.00	8,800,000.00	25,417.00	8,825,417.00
	23,741,924.00	-	23,741,924.00

Board of Supervisors Regular **1. g.**

Meeting Date: 09/24/2024

Title: Joseph City Pedestrian Improvements - Environmental Form Correction (District II)

Submitted By: William Flake, Assistant County Engineer

Department: Public Works

Motion before the Board:

Environmental form "E-11 Environmental Assessment Checklist" for the Community Development Block Grant (CDBG) for the Joseph City Pedestrian Improvements project

Background:

Navajo County has received a Community Development Block Grant (CDBG) for the Joseph City Pedestrian Improvements project. As part of the CDBG, the Arizona Department of Housing (ADOH) has environmental requirements for the project. Our consultant is addressing the requirements. However, environmental forms need to be signed for submission to the ADOH. Previous forms were signed; however, one form needed to be revised and therefore requires a new signature.

Attachments

E-11 Environmental Assessment

Form Review

Inbox	Reviewed By	Date
Brandt Clark	Brandt Clark	09/06/2024 10:57 AM
Public Works Director	Madhav Mundle	09/06/2024 10:59 AM
Form Started By: William Flake		Started On: 09/04/2024 01:38 PM
Final Approval Date: 09/06/2024		

Arizona Department of Housing

E-11 Compliance Factor and Environmental Assessment Checklist

Project Name: Joseph City Pedestrian Improvements Project

Recipient: _____

A. 24 CFR §58.5 STATUTES, EXECUTIVE ORDERS & REGULATIONS

PROJECT NAME and DESCRIPTION – Include all contemplated actions that logically are either geographically or functionally part of the project:

The project consists of the construction of new ADA-compliant sidewalks, multi-use paths, and crossings, as well as new curbs and gutters, along existing streets in the unincorporated community of Joseph City, AZ. The purpose of the project is to improve safety for students and other pedestrians and bicyclists travelling between Joseph City Elementary and Joseph City JR/SR High Schools.

DIRECTIONS - Check "**A**" in the Status Column when the project, by its nature, does not affect the resources under consideration; OR check "**B**" if the project triggers formal compliance consultation with the oversight agency, or requires mitigation. Compliance documentation must contain **verifiable source documents and relevant base data. Attach reviews, consultations, and special studies as appropriate. See instructions for additional guidance.**

B. Compliance Factors:

Statutes, Executive Orders, and Regulations Listed at 24 CFR §58.5	Status A	/ B	Compliance Determination and Documentation (letters, phone calls, on-site visit dates, maps, websites etc.) MUST BE CITED
1. Historic Preservation (includes archeology & relevant Tribes) [36 CFR Part 800]	☒	☐	A file search (AZSITE) and review of historical topographic maps and aerial imagery revealed one previously recorded cultural resource adjacent to the APE to the south – Historic Route 66 [AZ I:15:156 (ASM)]. The proposed work will have no effect on this historical structure. Additionally, due to the heavily developed and disturbed nature of the APE, there is a low chance of encountering cultural resources. Navajo County has received a concurrence from SHPO and the San Carlos Apache Tribe on its finding of No Adverse Effect. No additional responses were received. See Appendix for consultation materials.
2. Floodplain Management [24 CFR 55, Executive Order 11988] Flood Disaster Protection Act (Flood Insurance) [§58.6(c)]	☒	☐	The project area is not in a FEMA-designated floodplain and is exempt from Executive order 11988 per 24 CFR part 58.34(a)(12). Based on a review of FEMA FIRM # 04017C3304E, effective on 9/26/2008, the project is in Zone X, an area of minimal flood hazard, and flood insurance is not required for properties within the project area.
3. Wetland Protection [Executive Order 11990]	☒	☐	The proposed work will be conducted within previously developed municipal ROW and does not involve new construction as defined in EO 11990. According to the USFWS National Wetlands Inventory (NWI, 2023), one man-made, semi-permanently flooded feature intersects the project area. This ditch is classified as "riverine." However, contemporary aerial imagery does not display surface manifestations of this ditch. A topographic map from 1986 labels a portion of the ditch as an "aqueduct", which could indicate the ditch was later relocated or piped. Based on the existing conditions, the proposed work will occur entirely within previously developed areas and will not impact wetlands protected by EO 11990.

4. Coastal Zone Management Act [Sections 307(c), (d)] Coastal Barrier Resources Act/Coastal Barrier Improvement Act [§58.6(c)]	☒	☐	Projects located in HUD Region IX (CA, AZ, NV, HI, Guam) have no coastal barrier resources. Likewise, projects located in the State of Arizona have no coastal zones and are therefore considered to be in compliance with the related laws and regulations.
5. Sole Source Aquifers [40 CFR 149]	☒	☐	There are two sole source aquifers in the State of Arizona. These aquifers are located within the southern portion of the state and are not in proximity to the project. Therefore, these important aquifers will not be directly or indirectly affected by the work. See Figure 1 for a map of the project area in relationship to sole source aquifers.
6. Endangered Species Act [50 CFR 402]	☒	☐	According to the USFWS Information for Planning and Consultation IPaC) database (Project Code: 2024-0057625), there are four threatened, endangered, or candidate species with the potential to be affected by activities in the project area: Mexican wolf (*Canis lupus baileyi*, endangered), yellow-billed cuckoo (*Coccyzus americanus*, threatened), Little Colorado spinedace (*Lepidomeda vittate*, threatened), and Monarch butterfly (*Danaus plexippus*, candidate). According to IPaC, there is no designated critical habitat within the project area. Wilson & Company also discussed the project with Arizona Game and Fish Department (AZGFD) and confirmed that the project should have little-to-no effect on wildlife or plant communities due to its location within existing, developed municipal ROW. Based on these findings, the project will have no effect on threatened, endangered, or candidate species. The full IPaC report and Official Species List, dated 05/02/2024, is included in the Appendix.
7. Wild and Scenic Rivers Act [Sections 7(b), and (c)]	☒	☐	Two resources within the State of Arizona, Fossil Creek and Verde River, are protected under the Wild and Scenic Rivers Act. The project is not located within a mile of these streams, or any other streams listed as scenic, wild, or recreational on the Nationwide Rivers Inventory (NRI). Therefore, the project will have no effect on protected resources under the Wild and Scenic Rivers Act. See Figure 2 for a map of the project area in relationship to Wild and Scenic Rivers.
8. Clean Air Act [Sections 176(c), (d), and 40 CFR 6, 51, 93]	☒	☐	The project does not include new construction, conversion of land use, or substantial rehabilitation of dwelling units. Additionally, Navajo County currently has no nonattainment areas listed (ADEQ 2023). Short-term fugitive dust generated through construction activities such as excavation of unpaved areas, road dust from vehicles, and emissions from internal combustion engines have the potential to impact air quality within the analysis area and surrounding areas. Navajo County rules and regulations pertaining to dust control and permits will be followed to reduce these impacts. Navajo County anticipates that any impacts on air quality from fugitive dust and intermittent emissions would be negligible, occurring only during the construction period. The project will not result in any long-term impacts on air quality.
9. Farmland Protection Policy Act [7 CFR 658]	☒	☐	The project area is not located within arable lands, and the proposed work will be confined to existing, developed ROW areas. Therefore, the FLPP Act does not apply.
10. Environmental Justice [Executive Order 12898]	☒	☐	Within Arizona, 12.8% of the population is at or below the poverty level. Within Navajo County, 24.8% of the population is at or below the poverty level. Within Joseph City, 11.5% of the population is at or below the poverty level (U.S. Census Bureau 2020; ACS 2021 5-year census). While there are low-income and minority populations within the community of the proposed work, no disproportionate impact on any population is anticipated.

Statutes, Executive Orders, and Regulations Listed at 24 CFR §58.5	Status A	Status B	Compliance Determination and Documentation (letters, phone calls, on-site visit dates, maps, websites etc.) MUST BE CITED
11. **HUD Environmental Standards** Noise Abatement and Control [24 CFR 51B]	☒	☐	The project will result in minor, short-term increases in noise levels during construction. The project area is adjacent to residential zones with numerous single and multifamily homes, which may be affected by the project during construction. The project will not result in any long-term impacts on noise levels.
Explosive & Flammable Operations [24 CFR 51C]	☒	☐	Reviews of contemporary aerial maps (NETROnline 2023) and the NEPAssist and ADEQ online mapping tools indicated there are no above ground stationary tanks containing explosive, combustible, or flammable materials near the project area. Therefore, the project is in compliance with 24 CFR Part 51 Subpart C. See Figure 3 for a map of Explosive & Flammable Operations near the project.
Hazardous, Toxic or Radioactive Materials & Substances [24 CFR 58.5(i)(2)]	☒	☐	No existing hazardous materials sites were identified within the analysis area. A review of online regulatory resources (Arizona Department of Environmental Quality eMaps and EPA NEPAssist mapping tools) did not indicate any regulatory listings of concern within the analysis area. The analysis area contains no brownfield sites, declaration of environmental use restriction (DEUR) sites, hazardous waste sites, landfills, material recovery facilities, superfund sites, or underground storage tanks. Immediately adjacent to the analysis area, within 130 feet of the project area, are one permanently closed, underground storage tank and two hazardous waste facilities. The tank and two waste facilities do not pose any ongoing environmental hazards and will not be affected by the proposed work. Additionally, the work would not generate hazardous materials, and any waste would be collected, stored, and disposed of in accordance with applicable state and federal regulations. Therefore, the project will have no effect on hazardous materials. See Figure 4 for a map of known Hazardous, Toxic or Radioactive Materials & Substances near the project.
Airport Clear Zones & Accident Potential Zones [24 CFR 51D]	☒	☐	The closest airport, Holbrook municipal airport, is more than 10 miles east-northeast of the project area. Therefore, the project is not subject to 24 CFR Part 51 Subpart D. See Figure 5 for a map of the project area in relationship to airports.

C. Environmental Assessment Checklist

Indicate the relevant impact code and cite all supporting documentation. Refer to the Instructions for further guidance. The impact codes are as follows:

Impact Code:

1. No Impact Anticipated
2. Potentially Beneficial
3. Potentially Adverse
4. Requires Mitigation
5. Requires project modification

Impact Categories	Impact Code	Supporting Documentation MUST be cited (phone calls, letters, on-site visits etc.)
LAND DEVELOPMENT		
1. Conformance with Plans, Compatible Land Use and Zoning, Scale and Urban Design	2	The project is located within ADOT easements and Arizona State Land Department (ASLD) lands, and no new right-of-way or temporary construction easements are required. The project is compatible with existing land use.

Impact Categories	Impact Code	Supporting Documentation MUST be cited (phone calls, letters, on-site visits etc.)
Conformance with Plans, Compatible Land Use and Zoning, Scale and Urban Design (continued)	2	Most of the project area is in residential areas that contain numerous single and multifamily homes. (The project area also contains some Commercial Residential properties, which are discussed in Category 8.) The work may require temporary road closures in some locations during construction. Temporary road closures may increase traffic volume on certain streets, but the increased traffic volume will be minor and short-term. Access to all homes and businesses will be maintained during construction. The increased traffic volumes, along with construction activities, will also cause an increase in noise levels due to construction, but these effects generally will be minor and only occur during business hours while construction is ongoing near the affected properties. The elevated noise levels will be temporary and will return to normal levels once construction is complete in the affected areas. The project will not affect population migration patterns into or out of the project area or affect development patterns in the area. The temporary road closures may affect the availability of on-street parking, but on-street parking would remain available on the other streets nearby. The project will not cause any long-term effects on the availability of on- or off-street parking or otherwise cause intrusions into the neighborhood Tyler Richards, Planner II, of the Navajo County Planning & Development Services reviewed and concurred with these findings on 8/14/2024.
2. Soil Suitability, Slope, Erosion, Drainage, Stormwater Runoff	1	According to Wilson & Company's project manager, Alan Ferreira, PE, the project area is not impacted by destabilizing conditions. There are no concerns with slope or erosion, as the area is relatively level and previously developed. The intent of the project is to have no adverse impacts to the existing drainage patterns, but some sheet flow drainage may need to be accommodated during design. There are no large-scale drainage issues.
3. Hazards and Nuisances including site safety	1	No existing hazardous materials sites were identified within the analysis area. A review of online regulatory resources (Arizona Department of Environmental Quality eMaps and EPA NEPAssist mapping tools) did not indicate any regulatory listings of concern within the analysis area. The analysis area contains no brownfield sites, declaration of environmental use restriction (DEUR) sites, hazardous waste sites, landfills, material recovery facilities, superfund sites, or underground storage tanks. Immediately adjacent to the analysis area, within 130 feet of the project area, are one permanently closed, underground storage tank and two hazardous waste facilities. The tank and two waste facilities do not pose any ongoing environmental hazards and will not be affected by the proposed work. Additionally, the work would not generate hazardous materials, and any waste would be collected, stored, and disposed of in accordance with applicable state and federal regulations. Therefore, the project will have no effect on hazardous materials. See Figure 4 for a map of known Hazardous, Toxic or Radioactive Materials & Substances near the project.
4. Energy Consumption	1	According to Wilson & Company's project manager, Alan Ferreira, PE, there are no energy concerns with this project.
SOCIOECONOMIC		
5. Demographic Character Changes, Displacement	1	The project will have no measurable effect on the demographic character of the neighborhood, and it will not require special services such as relocation assistance or home maintenance counseling since it will neither cause population displacement nor property maintenance issues. Tyler Richards, Planner II, of the Navajo County Planning & Development Services reviewed and concurred with these findings on 8/14/2024.

Impact Categories	Impact Code	Supporting Documentation MUST be cited (phone calls, letters, on-site visits etc.)
6. Employment and Income Patterns	2	The project will have no effect on commercial or industrial businesses but will have a beneficial effect on residences by improving pedestrian safety. The project is not likely to affect employment opportunities, including entrepreneurial opportunities. Tyler Richards, Planner II, of the Navajo County Planning & Development Services reviewed and concurred with these findings on 8/14/2024.
COMMUNITY FACILITIES AND SERVICES		
7. Educational and Cultural Facilities	2	The project will have a beneficial effect on educational facilities by providing school children with access to safe pedestrian facilities along the roadways connecting Joseph City Elementary and Joseph City JR/SR High Schools. There will be no impact on cultural facilities. Tyler Richards, Planner II, of the Navajo County Planning & Development Services reviewed and concurred with these findings on 8/14/2024.
8. Commercial Facilities	1	According to Tyler Richards, Planner II, of the Navajo County Planning & Development Services, commercial properties are located along the south side of 1st North Ave and 8169 Westover St (APN# 107-15-032). These properties are listed as Commercial Residential. The work may require temporary road closures in some locations during construction, but access to all businesses will be maintained during construction. Temporary road closures may increase traffic volume on certain streets, but the increases are anticipated to be minor and short-term. The project will also cause an increase in noise levels due to construction activities. These noise levels will be minor and temporary and will return to normal levels once construction is complete in those areas. Long-term, the project may have beneficial effects on residential businesses in the area by improving access and pedestrian safety around those properties.
9. Healthcare and Social Services	1	There are no healthcare or social service agencies near the project. Tyler Richards, Planner II, of the Navajo County Planning & Development Services reviewed and concurred with this determination on 8/14/2024.
10. Solid Waste Disposal and Recycling	1	According to Wilson & Company's project manager, Alan Ferreira, PE, the project will not generate substantial amounts of solid waste, and local disposal systems can adequately service the construction project. The Waste Management Pen-Rob Landfill is less than four miles north of the project. The removed concrete and asphalt material may be recycled and used as part of the base material for this project or other road projects in the County.
11. Wastewater and Sanitary Sewers	1	The project area contains sanitary sewers that are maintained by Joseph City Utilities. In an 8/14/2024 email from Taylor Wilbanks, the Joseph City Utilities has concerns with the project's potential to interfere with their ability to repair and service sewer cleanouts in locations that would be covered by new sidewalks. Wilson & Company's project manager, Alan Ferreira, PE, addressed the Joseph City Utilities comment by email on 8/14/2024 stating there are no plans to relocate any sewer facilities. We will meander the sidewalks, if necessary, to avoid the need to reset sewer cleanouts. We requested as-builts or facility maps and will accurately depict all existing utilities in the design plans. We sent Taylor a conflict letter and a plan set for them to review and ensure there are no other concerns. Wilson & Company will coordinate with Joseph City Utilities on all wastewater/sewer concerns and ensure the project does not impact these facilities.
12. Water Supply	1	The project area contains water main lines and meters that are maintained by Joseph City Utilities. In an 8/14/2024 email from Taylor Wilbanks, the Joseph City Utilities has concerns with the project's potential to interfere with their ability to repair and service water main lines and meters in locations that would be covered by new sidewalks. Wilson & Company's project manager, Alan Ferreira, PE, addressed the Joseph City Utilities comment by email on 8/14/2024 stating there are no plans to relocate any water supply facilities. We requested as-builts or facility maps and will accurately depict all existing utilities in the design plans. We sent Taylor a conflict letter and a plan set for them to review and ensure there are no other concerns. We will

Impact Categories	Impact Code	Supporting Documentation MUST be cited (phone calls, letters, on-site visits etc.)
Water Supply (continued)	1	coordinate with Joseph City Utilities on all water supply concerns and ensure the project does not impact these facilities.
13. Public Safety		
Police	2	Sgt. Chisholm of the Navajo County Sheriff's Office reviewed the project and deferred to the Navajo County Public Works determination of the project's effects on public safety since the project is taking place off Main Street. The Navajo County Public Works determined the project will have a beneficial impact on pedestrian safety by providing safe access to pedestrian facilities where they currently do not exist.
Fire	2	Fire Chief Rusty DeSpain reviewed the project and commented by email on 8/9/2024 stating the Navajo County Fire Department is looking forward to the project, as it will increase safety in the community, and there are no fire safety concerns if National Fire Protection Association (NFPA) standards are followed with respect to minimum clearances around fire hydrants. Wilson & Company will adhere to the NFPA requirements for minimum clearances around fire hydrants. Therefore, the project will not affect emergency responses during construction and, long-term, will have beneficial effects on emergency services by improving pedestrian safety.
Emergency Medical	2	Tim Hawman, President of the Holbrook EMS, reviewed the project and commented by email on 8/13/2024 stating the project will have a beneficial impact on EMS by increasing safety. To ensure the construction does not impact emergency medical responses, Tim requested 24 hours advance notice before implementing any street closures and reopenings. We will ensure that the project has no impact on emergency responders by notifying emergency services at least 24 hours before implementing road closures.
14. Parks, Open Space and Recreation	1	The project will have no effect on parks, open space, and recreation since none of these areas exist in proximity to the project. Tyler Richards, Planner II, of the Navajo County Planning & Development Services reviewed and concurred with this determination on 8/14/2024.
15. Transportation and Accessibility	2	The project will have a beneficial effect on transportation by providing safe access to ADA compliant pedestrian facilities and improving overall pedestrian safety within the community. Tyler Richards, Planner II, of the Navajo County Planning & Development Services reviewed and concurred with this determination on 8/14/2024.
UNIQUE NATURAL FEATURES		
16. Unique Natural Features and Water Resources	1	There are no unique natural features in the project area that will be impacted by this potential road construction project. Tyler Richards, Planner II, of the Navajo County Planning & Development Services reviewed and concurred with this determination on 8/14/2024.
17. Vegetation and Wildlife	1	Wilson & Company spoke to Cheri Boucher of the AZGFD by phone on 6/10/2024 and confirmed that the project is in a previously disturbed area and within the community. Therefore, the AZGFD has no concerns about the project's effect on wildlife or plant communities.

18. SUMMARY OF FINDINGS AND CONCLUSIONS

(Summarize the findings and conclusions from the checklist items 1 thru 31)

Wilson & Company has fully evaluated the project for its potential to affect the resources considered under the compliance factors (Statutes, Executive Orders, and Regulations) listed at 24 CFR §58.5. Based on this evaluation, we have determined the project will have no impact on any of these resources. Additionally, we have fully assessed the project's potential to impact land development, socioeconomic, community facilities and services, and unique natural features. Based on this assessment, we have determined the project will have no adverse impact on these important values. Long-term, the project is anticipated to have beneficial effects on some of these values, especially educational facilities and public safety, because it will provide safe access to pedestrian facilities along the streets connecting Joseph City Elementary and Joseph City JR/SR High Schools.

19. ALTERNATIVES TO THE PROPOSED ACTION

Alternatives and Project Modifications Considered [24 CFR 58.40(e), Ref. 40 CFR 1508.9]

(Identify other reasonable courses of action that were considered and not selected, such as other sites, design modifications, or other uses of the subject site. Describe the benefits and adverse impacts to the human environment and the reasons for rejecting it.)

The primary purpose of the project is to provide safe access to pedestrian facilities along the existing streets connecting Joseph City Elementary and Joseph City JR/SR High Schools in Joseph City, AZ. Therefore, streets that had existing sidewalks were eliminated from consideration. Alternative designs were also considered to address the project's potential to impact other resources and services such as water mains and sewer infrastructure.

20. No Action Alternative [24 CFR 58.40(e)]

(Discuss the benefits and adverse impacts to the human environment of not implementing the preferred alternative.)

The no action alternative would not meet the goal of addressing pedestrian safety concerns along the existing streets connecting Joseph City Elementary and Joseph City JR/SR High Schools. Therefore, the No Action alternative was eliminated from consideration.

21. Mitigation Measures Recommended [24 CFR 58.40(d), 40 CFR 1508.20]

(Recommend feasible ways in which the proposal or external factors relating to the proposal should be modified in order to eliminate or minimize adverse environmental impacts.)

The project has been designed to avoid adverse impacts to the environment, and no mitigation measures or project modifications are needed.

22. Additional Studies Performed

(Attach studies or summaries.)

No additional studies were performed.

23. a. The project is in compliance with applicable laws and regulations. ☒ Yes ☐ No

b. An EIS is required. ☐ Yes ☒ No

c. A Finding of No Significant Impact (FONSI) can be made because the project will not significantly affect the quality of the human environment. ☒ Yes ☐ No

Prepared by: *Joshua Carpenter, Environmental Project Manager*

9/3/2024

Signature Date

Responsible Entity Approval: *Jason Whiting, Chairman of the Board of Supervisors*

Signature Date

INSTRUCTIONS FOR PARTS A AND B

A. Insert the Scope of Work for the proposed project in the blank provided including the project location or area of potential effect (APE).

B. Compliance Factors: Statutes, Executive orders, and Regulations listed at 24 CFR §58.5.

For HUD funded projects that are categorically excluded per 24 CFR §58.35(a), the Responsible Entity (RE) must make a determination of whether the proposal achieves compliance with each applicable statute, Executive Order, or regulation with or without requiring formal consultation, mitigation, permits, or having adverse effects on the resources protected by the statute. (These instructions are a brief description of essential findings needed to establish compliance. THEY DO NOT REPLACE THE APPLICABLE REGULATIONS. Applicable regulations take precedence over these brief instructions). The preparer of the Statutory Worksheet must DOCUMENT OR ATTACH THE SOURCES OF THE DETERMINATION.

Record the finding status on the STATUTORY WORKSHEET for each listed federal statute, regulation, authority as follows (check only one – A or B): Status "A" applies when compliance with the authority is achieved without adverse effects on the protected resource, without necessary mitigation or attenuation, **AND** when no formal consultation, permit or agreement is required to establish compliance. In these situations, check "A" box in the STATUTORY WORKSHEET status column. **Status "B"** applies when project compliance with the authority requires formal consultation, a permit or agreement, OR when the proposal may have an adverse effect on the protected resources. If column "B" is checked, the recipient will have to identify and complete additional steps or formal procedures prior to submitting a Request for Release of Funds (RROF) to HUD or to the State. Evidence of completion and implementation of the required procedures or mitigation must be retained in the project Environmental Review Record (ERR).

Compliance Determination & Documentation (letters, phone calls, on-site visit dates, maps, websites etc.) MUST BE CITED. Identify supporting documentation for each statute, in the form of: letters sent to agencies/organizations and their replies; documented phone calls (include date, person contacted, person placing the phone call, questions asked, responses); maps or plans (and their location if they are not in the ERR); website addresses and the research obtained from those sites; dates of on-site visits, persons conducting such visits, and their expertise to make the determination. In most instances this column will reference attachments to the E-4 form. (See ERR Handbook Section 2.3 for more information about source documentation.)

1. Historic Preservation (includes archeology & relevant Tribes) [36 CFR Part 800]
(See also ERR Handbook Section 9 which describes the Advisory Council Procedures on Historic Preservation, also known as the Section 106 process.)
Guidance: https://www.hudexchange.info/programs/environmental-review/historic-preservation/

Actions: 1. Determine whether SHPO Consultation is necessary by reviewing the "SHPO Guidance for HUD/ADOH Project Review" available under the Environmental Review Forms section of the ADOH website handbooks page at: https://housing.az.gov/documents-links/handbooks. If consultation is required, follow the "SHPO Checklist for HUD/ADOH Submissions" also available on the ADOH Website
2. Determine whether THPO consultation is necessary by completing the E-05 "Checklist for Tribal Consultation under Section 106" form available under the Environmental Review Forms section of the ADOH website handbooks page at: https://housing.az.gov/documents-links/handbooks. If Consultation is required solicit input from Tribal Historic Preservation Officer (THPO) as well as relevant tribes (as found on TDAT https://egis.hud.gov/TDAT/ Consultation with the SHPO/THPO may extend the time necessary for completing the ERR. The SHPO/THPO must be allowed 35 days from receipt of the documents to comment on the proposed activity or 45 days if the project is determined eligible for the National Register. SHPO/THPO documents should be sent certified mail with return receipt to document the SHPO/THPO receipt date. A.R.S. §41-865 requires that Recipients contact The Arizona State Museum only if village ruins or burial grounds are thought to exist at the project site or if such are identified by the SHPO/THPO. If you have local historic preservation committee, it is recommended that they be given a courtesy consultation/notification.

Column A: The Recipient and SHPO/THPO agree that there are no National Register (NR) or NR-eligible properties or properties with traditional religious and cultural importance within the Area of Potential Effect (APE) affected per 36 CFR 800.4, **OR** the

Recipient and SHPO/THPO agree that the project will have no effect on NR or NR-eligible properties, or properties with traditional religious and cultural importance within the APE **OR** SHPO has not objected within 35 days from the signed certified receipt to such fully documented determination

Column B: The project will have an effect on NR or NR-eligible properties or properties with traditional religious and cultural importance within the APE. Consult with SHPO/THPO. See ERR Handbook Section 9 which describes the additional actions to be taken including contacting the National Advisory Council on Historic Preservation, and allowing 45 days for a response.

2. Floodplain Management [24 CFR 55, Executive Order 11988] and Flood Disaster Protection Act (Flood Insurance) [§58.6(c)]

Guidance: https://www.hudexchange.info/programs/environmental-review/floodplain-management/
https://www.hudexchange.info/programs/environmental-review/flood-insurance/

FEMA Maps: https://msc.fema.gov/portal/home https://msc.fema.gov/portal/home

Actions: Review FEMA Flood Hazard Boundary Map or Flood Insurance Rate Map. Cite Zone designation and FEMA map number and include a color copy of the map with the project site indicated clearly on the map. If floodplain map is not available for your project area, contact Arizona Department of Water Resources and the City/Town/County Engineer or local Flood Control Agency. If any segment of the project, newly constructed or reconstructed/rehabilitated, resulting in beneficial or adverse conditions, is located in a 100 year floodplain or wetland, the need to comply with E.O. 11988 or 11990 is triggered. This Executive Order requires the entity to consider alternatives and to notify the public regarding the proposed activity

Column A: The project does not involve property acquisition, management, construction or improvements within a 100-year floodplain (Zones A or V) identified by FEMA maps, and does not involve a "critical action" (e.g., emergency facilities, facility for mobility impaired persons, hospital etc.) within a 500 year floodplain (Zone B).

Column B: The project lies within or will impact on a 100 year floodplain for a critical action or a 500 year floodplain for a critical action. Complete the 8-step decision making process (Form E-9) according to 24 CFR Part 55.20 to document that there are no practicable alternatives to the proposal and to mitigate effects of the project in a floodplain.

See ERR Handbook Section 8 for further information.

3. Wetland Protection [Executive Order 11990]

Guidance: https://www.hudexchange.info/programs/environmental-review/wetlands-protection/

Actions: Does the project involve new construction as defined by Section 7 of Executive Order 11990 (including draining, dredging, channelizing, filling, diking, impounding, and related activities and any structures or facilities begun or authorized after the effective date of Executive Order 11990 (May 24, 1977)); expansion of a building's footprint; or ground disturbance?

If NO, document this in section 3 compliance determination column of the worksheet and check Column A. No further action is required.

If YES, review the U.S. Fish and Wildlife website for wetland mapping. Wetland Maps can be obtained at: https://www.fws.gov/wetlands/data/mapper.html. If your project does ***not lie within or will not affect a wetland***, document this in the compliance determination column and include a color copy of the wetland map for the project area with the project site clearly indicated on the map. Check Column A. No further action is required.

If YES and the project ***lies within or will affect*** a wetland, check Column B. Complete the 8-step decision making process (Form E-9) in 24 CFR 55.20 to document whether or not there are practicable alternatives and to mitigate effects of the project on wetlands and publish the Prior Notice (Form E-P.1). Such action also requires obtaining a permit from the U.S. Corps of Engineers under Section 404 of the Clean Water Act. Include a color copy of the map with the project location clearly indicated on the map.

If your project location is not available on the website, contact the U.S. Fish and Wildlife Service and the U.S. Army Corps of Engineers. If the project takes place in or on any existing buildings, ***do not*** contact the U.S. Army Corps of Engineers

Column B: The project lies within or will affect a wetland.

NOTE: If clearing of undeveloped land, a change of landscape features, or work on structures in or affecting the waters of the U.S. is proposed, contact the U.S. Army Corps of Engineers with a letter describing the activity so it may determine if a Clean Water Act or River and Harbor Act permit is required. Waters of the United States include wetlands, lakes, reservoirs, rivers, streams, dry stream beds, arroyos, washes, and other ephemeral watercourses.

4. Coastal Zone Management Act [Sections 307(c), (d)] and Coastal Barrier Resources Act/Coastal Barrier Improvement Act [§58.6(c)]

NOTE: Projects located in HUD Region IX (CA, AZ, NV, HI, Guam) have no coastal barrier resources. Likewise, projects located in the State of Arizona have no coastal zones and are therefore considered to be in compliance with the related laws and regulations.

Column A: This box has been checked for you. No further action is required.
Column B: This box is not applicable for projects located in the State of Arizona.

5. Sole Source Aquifers (Safe Drinking Water Act) [40 CFR 149]
Guidance: https://www.hudexchange.info/programs/environmental-review/sole-source-aquifers/

NOTE: There are 2 EPA designated sole source aquifers identified in Arizona including portions of Pima, Pinal, Santa Cruz and Cochise counties. These are knows as the Naco-Bisbee Aquifer and the Upper Santa Cruz and Avra Basin Aquifer. ADOH has included maps to these aquifers on our website under Environmental Review Forms of the Handbooks page.

Maps: https://housing.az.gov/documents-links/handbooks

ACTIONS:
Per the HUD-EPA (Region IX) Sole Source Aquifer Memorandum of Understanding of 1990, if the project activity does not lie in Pima, Pinal, Santa Cruz or Cochise counties, referral to EPA for comment is not necessary. Additionally, referral to EPA for comment is not necessary if the project activity ***does lie*** within one of these four counties but ***does not involve*** the following:

1. Agricultural activities including but not limited to land related operations employed in the production, raising, processing and marketing of crops or livestock;
2. Construction of (or addition to) residential, commercial or industrial projects, or public facilities or land developments whose sanitation facilities will consist of individual disposal systems (cesspools, septic tanks with leach fields or seepage pits), or community sewerage systems (owned either privately or by a homeowners association), or a proposed (i.e. not yet in place) publicly owned piped sanitary sewer system, the discharge from which will terminate within the watershed of the aquifer;
3. The preparation of an Environmental Impact Statement (EIS);
4. Existing or proposed industrial projects which manufacture, store, transport or dispose of toxic chemicals or radioactive materials;
5. Acquisition of a site intended to be used for a sanitary landfill and its operation, or closure of a sanitary landfill;
6. Construction or abandonment of a water well; or
7. Facilities which dispose of their waste water in either dry wells, retention ponds, or by other methods not employing a treatment plant.

If the project ***does involve*** any of the activities listed above (1 through 7), then the project must be referred to EPA for review/comments.

Column A: The project is not located within a U.S. EPA-designated sole source aquifer watershed area per EPA Ground Water Office, **OR** the project need not be referred to EPA for evaluation according to the HUD-EPA (Region IX) Sole Source Aquifer Memorandum of Understanding of 1990 **OR** the EPA concurs the project has no impact. Document with a color copy of the Sole Source Aquifer Maps with the project location clearly indicated on the maps.

Column B: The project is located within a U.S. EPA designated sole source aquifer area and involves one of the above seven actions identified in the MOU of 1990 and the EPA has determined there is an impact. Consult with the Water Management Division of EPA to design mitigation measures to avoid contaminating the aquifer and implement appropriate mitigation measures. Document implementation of actions recommended by EPA or other appropriate authority to resolve the situation.

6. Endangered Species Act [50 CFR 402]
Guidance: https://www.hudexchange.info/programs/environmental-review/endangered-species/
Endangered species data: http://www.fws.gov/endangered/

Actions: Does the project involve any activities that have the potential to affect species or habitats? If so, are federally listed species or designated habitats present in the action area?

Column A: The RE documents that the proposal will have "no effect" or "is not likely to adversely affect" any federally protected (listed or proposed) Threatened or Endangered Species (i.e., plants or animals, fish, or invertebrates), nor adversely modify designated critical habitats. This finding is to be based on the review of designated critical habitats, t. Document with copy of FWS report.
Column B: Consult with the Arizona Game and Fish, as appropriate, in accordance with procedural regulations contained in 50 CFR Part 402. Formal consultation with Game and Fish is always required for federally funded "major construction" activities and anytime a "likely to adversely affect" determination is made. Document implementation of actions recommended by the Game and Fish consulted, or reasons for non-implementation.

7. Wild and Scenic Rivers Act [Sections 7(b), and (c)]
Guidance: https://www.hudexchange.info/programs/environmental-review/wild-and-scenic-rivers/
Maps and data: http://www.rivers.gov/
https://www.nps.gov/subjects/rivers/nationwide-rivers-inventory.htm

NOTE: Is the project located within one (1) mile of either of the two (2) designated Wild and Scenic Rivers (Fossil Creek which flows from the Mogollon Rim near Strawberry and meets the Verde River, Verde River which flows from Camp Verde to about 2 miles south of Table Mountain); or from a river listed as scenic, wild or recreational on the National Rivers Inventory (NRI)?

Column A: The project is not located within one mile of a listed Wild and Scenic River, OR the project will have no effects on the natural, free flowing or scenic qualities of a river in the National Wild and Scenic Rivers system. Document with a color copy of the Wild and Scenic River Map with your project location clearly marked on the map. Also include narrative that the project location has been compared to the NRI site and the project is not located near any of the rivers designated on the NRI as wild, scenic or recreational.

Column B: The project **is** located within one mile of a listed Wild and Scenic River and/or rivers on the NRI OR the project will have an impact. Consult with the U.S. Department of Interior, National Park Service for impact resolution and mitigation. Document the implementation of National Forest Service recommendations.

8. Clean Air Act (Air Quality) [Sections 176(c), (d), and 40 CFR 6, 51, 93]
Guidance:https://www.hudexchange.info/programs/environmental-review/air-quality/
Non-Attainment area Mapping Tool: http://www.epa.gov/emefdata/em4ef.home

Actions: Does your project include new construction or conversion of land? If NO, check Column A.

If YES, go to EPA Green Book (see link above): is your project's air quality management district or county in non-attainment or maintenance status for any criteria pollutants? If NO, check Column A.

If YES, Contact the Arizona Department of Environmental Quality, Office of Air Quality to determine whether the project will exceed the de minimis threshold emissions levels. If NO, check column A. If YES, go to Column B follow suitable mitigation measures identified/required by ADEQ, Office of Air Quality.

Column A: The project does not include new construction or conversion of land OR the project is located in an attainment area OR, through contact with the Arizona Department of Environmental Quality (DEQ), Office of Air Quality it has been determined that the project will not exceed the de minimis or threshold emissions levels or screening levels, AND the project does not require individual NESHAP permit or notification.

Column B: Negotiate suitable mitigation measures with DEQ, obtain necessary permits, and issue required notices. (For example, 40 CFR §61.145 requires 10-day prior notification to the Air Quality District Administrator whenever either 260 linear ft., 160 sq.ft., or 35 cubic ft., of asbestos containing material is to be disturbed during rehabilitation/demolition activities in multi-family properties). Document the implementation of DEQ recommendations. If the issues are transportation related, priority must be given to implementing those portions of the SIP to achieve and maintain national primary air quality standards.

9. Farm Land Protection Policy Act [7 CFR 658]
Guidance: https://www.hudexchange.info/programs/environmental-review/farmlands-protection/
Census Maps: http://websoilsurvey.nrcs.usda.gov/app/HomePage.htm

NOTE: If the project is NOT acquisition of undeveloped land, new construction or conversion of agricultural land to a non-agricultural use then the FLPP Act does not apply. The Act does not apply to land already in or committed to urban development or those that could otherwise not convert farmland to non-agricultural uses.

Actions: Determine if your project is considered "developed" for the purpose of FLPP by consulting U.S. Census Urban Areas Maps. If you cannot find your project location on one of these maps, consult the USDA Natural Resources Conservation Service.

Column A: The project site does not include prime or unique farmland, or other farmland of statewide or local importance as identified by the U.S. Department of Agriculture, Natural Resources Conservation Service NRCS (formerly the Soil Conservation Service, **OR** the project site includes prime or unique farmland, but is located in an area committed to urban uses.

Column B: Request evaluation of land type from the NRCS using Form AD-1006, and consider the resulting rating in deciding whether to approve the proposal, as well as mitigation measures (including measures to prevent adverse effects on adjacent farmlands) Document implementation of the Soil Conservation Service recommendations.

10. Environmental Justice [Executive Order 12898]
Guidance:https://www.hudexchange.info/programs/environmental-review/environmental-justice/
Mapping tool: http://www.epa.gov/emefdata/em4ef.home

NOTE: HUD strongly encourages starting the Environmental Justice analysis only AFTER all other laws and authorities have been completed.

Actions: The purpose of Executive Order 12898 is to ensure that there is no disproportionately adverse environmental impact (mainly toxic dumps and nuclear waste facilities) on low income and minority areas due to federal projects. Since there are no agencies or experts to contact to make such a determination, it is presumed that if there is no negative impact in the other laws and authorities areas listed, then there is no impact on Environmental Justice.

Column A: The proposed site is suitable for its proposed use and will NOT be adversely impacted by adverse environmental conditions.

Column B: Site suitability is a concern; the proposal is adversely affected by environmental conditions impacting low income or minority populations. Avoid such impacts or mitigate them to the extent practicable. Address and mitigate the disproportional human health or environmental effects adversely affecting the low income or minority populations OR reject the proposal.

11. HUD Environmental Standards

- **Noise Abatement and Control [24 CFR 51B]**
  Guidance: https://www.hudexchange.info/programs/environmental-review/noise-abatement-and-control/

NOTE: If your project does not involve new construction for residential use or rehabilitation of existing residential property OR if your project is a research demonstration that does not result in new construction or reconstruction then Noise Abatement and Control does not apply. Check Column A and document through narrative. OTHERWISE:

Actions: Review a map to determine the location of major roads within 1,000 feet of the project, railroad uses within 3,000 feet and military or FAA regulated airfields within 15 miles of the vicinity of the project. Contact the project engineer or other persons knowledgeable about the potential noise impacts of the proposed project.

Column A: The project does not involve development of noise sensitive uses, OR the project is not within line-of-sight of a major or arterial roadway or railroad, OR ambient noise level is documented to be 65 LDN (CNEL) or less, based upon the HUD Noise Assessment Guidelines (NAG) for calculating noise levels and Airport Noise Contour map.

Column B: Apply the noise standard, per 24 CFR §51.101, to the decision whether to approve the proposal (see §51.104), and implement noise attenuation measures (NAG page 39-40) as applicable.

- **Explosive & Flammable 0perations [24 CFR 51C]**
  Guidance: https://www.hudexchange.info/programs/environmental-review/explosive-and-flammable-facilities/

Actions: conduct an onsite inspection and determine if there is any above ground storage of explosive, flammable or chemical substances. Contact the Public Safety Officer, Fire Chief or Planning Director.

Column A: The project is located at an Acceptable Separation Distance (ASD) from any above-ground explosive or flammable fuels or chemicals containers according to "Siting of HUD-Assisted Projects Near Hazardous Facilities" (Appendices F & G, pp. 51-52), **OR** the project will expose neither people nor buildings to such hazards

Column B: mitigate the blast overpressure or thermal radiation hazard with the construction of a barrier of adequate size and strength to protect the project (per 24 CFR 51.205).

- **Hazardous, Toxic or Radioactive Materials & Substances [24 CFR 58.5(i)(2)]**
  Guidance: https://www.hudexchange.info/programs/environmental-review/site-contamination/
  Mapping Tool: http://www.epa.gov/emefdata/em4ef.home

NOTE: Federal funds should NOT be used on activities supporting new development for habitation when the area may be affected by toxic chemicals or radioactive materials.

Actions: Use the EPA Mapping Tool at the link provided above. Input the project location and use the dropdown menu at the "Search Envirofacts" to select "Search by Program". You will see a listing that will include Superfund Sites, Toxic Releases, and Hazardous Waste etc. if a "(0)" appears next to all of the listed programs, print map and indicate project location on the Map. No further consultation is necessary. If a number other than "(0)" appears you must click the box for the corresponding program which will plot the hazardous, toxic or radioactive materials facility sites on the map. Click the plotted balloon for hazardous, toxic or radioactive materials facility site and you will see the name and address of the facility. Click on the name of the facility to access the compliance data. If facility is under a current violation or compliance order you will have to do further consultation with the appropriate Federal, state or local oversight agency.

Column A: The subject and adjacent properties are free of hazardous materials, contamination, toxic chemicals, gasses and radioactive substances which could affect the health or safety of occupants or conflict with the intended use of the subject property. Particular attention should be given to nearby dumps, landfills, industrial sites and other operations with hazardous wastes.

Column B: Mitigate the adverse environmental condition by removing, stabilizing or encapsulating the toxic substances in accordance with the requirements of the appropriate Federal, state or local oversight agency; **OR** reject the proposal.

- **Airport Clear Zones & Accident Potential Zones [24 CFR 51D]**
  Guidance: https://www.hudexchange.info/programs/environmental-review/airport-hazards/
  Mapping Tool**:** http://www.azdot.gov/maps

Actions: Use the ADOT Arizona Airports link to map your project address and its proximity to airports: Is your project within 15,000 feet of a military airport or 2.500 feet of a civilian airport? If NO, Check Column A, review of this factor is complete. If NO, Contact the closest airport to determine whether the project is considered to lie within a designated civilian airport Runway Clear Zone (RCZ), a military airfield Clear Zone (CZ) or an Accident Potential Zone (APZ).

Column A: The project is not within an FAA-designated civilian airport Runway Clear Zone (RCZ) -or Runway Protection Zone, or within a military airfield Clear Zone (CZ) or Accident Potential Zone (APZ) -Approach Protection Zone, based upon information from the civilian airport or military airfield administrator identifying the boundaries of such zones, **OR** the project involves only minor rehabilitation, **OR** the project involves only the sale or purchase of an existing property in the RCZ or CZ;

Column B: It is **HUD** policy not to provide any development assistance, subsidy or insurance in RCZs or CZs unless the project will not be frequently used or occupied by people and the airport operator provides written assurances that there are no plans to purchase the project site.

PART C. GUIDANCE QUESTIONS FOR ENVIRONMENTAL ASSESSMENT

1. **Conformance with Plans, Compatible Land Use and Zoning, Scale and Urban Design**
   CONCERNS: Is the proposal consistent with the completed components of local plans and supporting zoning? Is Land Use incompatible due to opposing functional needs or encroachment tendencies of one use upon another, (overcrowding of buildings on the land, non-conforming land use, non-conforming building use, inducing excess traffic, causing excess noise and similar day-to-day functional demands). If a project locates water/sewer lines in a base flood hazard zone, will it induce development into such a hazardous area? Will secondary impacts occur such as encouraging urban sprawl prior to development of an applicable growth management plan and supportive zoning? Would the project impose new development into an existing neighborhood that would aggravate the transitional character of the neighborhood or increase new unwanted intrusions (introduction of off-street or on street parking, introduction of lighting to a park to encourage night use of the park area where not previously found)? If not and the project is to continue, provide a supporting discussion explaining the decision basis. Identify areas where the project may conform to local planning objectives. Identify any anticipated functional conflicts and plans for mitigation where necessary.

   ACTION: Contact the local planning and zoning official.

2. **Soil Suitability, Slope, Erosion, Drainage, Stormwater runoff**
   CONCERNS: If applicable the following soil suitability concerns should be examined: (1) is the area impacted by fissures, expansive soils or other destabilizing conditions, (2) Does the soils report or local development review body indicate that the soils are suitable for the proposed use and if not how are the soils being modified and augmented to ensure suitability, (3) is soil stabilization required as part of the permitting process.
   If applicable, the following slope issues should be examined; (1) evidence of mud slides or other earth movement, (2) evidence of slump occurrences, (3) neighboring retaining walls tilting from possible past earth movement or that might indicate conditions prone to sliding.
   : If applicable the following erosion issues should be examined: (1) is the area impacted by excessive erosion, (2) Is there evidence of excessive erosion on the site, (3) will storm runoff impact the site by causing excessive erosion and if so is it mitigated by site improvements, (4) Does the soils report or local development review body identify issues with erosion, (5) is soil stabilization required as part of the permitting process.

   ACTION: Contact the project engineer, contact the local planning and engineering department, conduct a visual assessment of the site, review and cite the soils report.

3. **Hazards and Nuisances including Site Safety**

CONCERNS: Is the project site impacted by Hazards and Nuisances? i.e. the presence of rodent infestation; nuisances from odors; glare; dust; vibration; inadequate street lighting; improperly screened drains or catchments; abandoned-dilapidated buildings improperly boarded-up; unscreened quarries or other excavation works; dangerous intersections; hazardous; unrepaired street conditions; street pounding causing nuisance ingress and egress problems to the project area; and similar safety concerns.

ACTION: If the Impact code is either 1. "No Impact Anticipated" or 2. "Potentially Beneficial" then no further contact with appropriate third parties of authority is required. Document the impact code and explanation of how that impact code was determined (i.e. phone calls site visit, project type does not affect, etc.) If the impact Code is 3 through 5 contact the Arizona Department of Health Services; Department of Environmental Quality. Conduct a visual review of the site.

4. **Energy Consumption**

CONCERNS: Will the project have an impact on Energy Consumption? Energy consumption is viewed in a two-fold manner: (1) energy consumed directly by the facility to be constructed as to heating and cooling, hot water and, (2) energy consumed indirectly or induced by the facility, consumed chiefly in the transportation of people and goods to and from the project.

ACTION: If the Impact code is either 1. "No Impact Anticipated" or 2. "Potentially Beneficial" then no further contact with appropriate third parties of authority is required. Document the impact code and explanation of how that impact code was determined (i.e. phone calls site visit, project type does not affect, etc.) If the impact Code is 3 through 5 contact the project architect, engineer, or the Arizona State Energy Program through the Arizona Department of Administration.

5. **Demographic Character Changes, Displacement**

CONCERNS: Will the project measurably alter the tenant-owner status of the area? Will special services be needed, i.e., relocation services, home maintenance counseling or assistance? Will certain segments of the population become isolated by the project, i.e., elderly low-income? What affect will the project have on the vacancy ratio? Will special social services created by the population composition changes be needed in the project impact area, i.e. job counseling, youth services, elderly services, child-care, visiting nursing service?

Displacement concerns: will the project displace individuals, families or businesses? If so, are relocation services available? If necessary, are appropriate relocation resources available?

ACTION: If the Impact code is either 1. "No Impact Anticipated" or 2. "Potentially Beneficial" then no further contact with appropriate third parties of authority is required. Document the impact code and explanation of how that impact code was determined (i.e. phone calls site visit, project type does not affect, etc.) If the impact Code is 3 through 5 contact the local planning department, Public Housing Authority, social service agencies and the Recipient itself if applicable.

6. **Employment and Income Patterns**

CONCERNS: Will the project impact the expansion of commercial or industrial business life either favorably or unfavorably? Will project area residents directly benefit? Will there be negative impacts on the project area's residential life? Will employment opportunities be available to the locally unemployed or under-employed? Will there be more entrepreneurial opportunities available to local population? Will the housing stock be affected if a high number of new, outside employees are imported?

ACTION: If the Impact code is either 1. "No Impact Anticipated" or 2. "Potentially Beneficial" then no further contact with appropriate third parties of authority is required. Document the impact code and explanation of how that impact code was determined (i.e. phone calls site visit, project type does not affect, etc.) If the impact Code is 3 through 5 contact the local planning and zoning official.

7. **Educational Facilities, Cultural Facilities**

CONCERNS: Will the project impact local schools or cultural facilities? Is sufficient capacity available? Does the project affect safe access to existing schools or cultural facilities? Have the school and/or cultural facility been informed of the project? Are special education services needed?

ACTION: If the Impact code is either 1. "No Impact Anticipated" or 2. "Potentially Beneficial" then no further contact with appropriate third parties of authority is required. Document the impact code and explanation of how that impact code was determined (i.e. phone calls site visit, project type does not affect, etc.) If the impact Code is 3 through 5 contact the local school board office and Cultural Facility Office.

8. **Commercial Facilities**

CONCERNS: Will the project impact commercial service facilities? Are additional commercial services needed to assure that project area residents have a full range of services at competitive prices? Do project beneficiaries have convenient and safe access to a full range of commercial services?

ACTION: If the Impact code is either 1. "No Impact Anticipated" or 2. "Potentially Beneficial" then no further contact with appropriate third parties of authority is required. Document the impact code and explanation of how that impact code was determined (i.e. phone calls site visit, project type does not affect, etc.) If the impact Code is 3 through 5 contact the local planning and zoning official.

9. **Health Care and Social Services**

CONCERNS: Will the project impact Health Care or Social Services, i.e., emergency medical services, ambulance service, visiting health service for the elderly or homebound? Will the project objectives be influenced by the availability or lack of special social services i.e. children support groups, childcare centers, family counseling services, services for the elderly? Is there a need for youth recreation centers?

ACTION: If the Impact code is either 1. "No Impact Anticipated" or 2. "Potentially Beneficial" then no further contact with appropriate third parties of authority is required. Document the impact code and explanation of how that impact code was determined (i.e. phone calls site visit, project type does not affect, etc.) If the impact Code is 3 through 5 contact local health and social service agencies.

10. **Solid Waste, Recycling**

CONCERNS: Will the project generate substantial amounts of solid waste? Can the local disposal system adequately service the proposed development over its expected lifetime? Is collection service adequate? Are there any local concerns as to potential health threats from collection practices or from the solid waste disposal facility? Is recycling of project-generated solid waste practicable?

ACTION: If the Impact code is either 1. "No Impact Anticipated" or 2. "Potentially Beneficial" then no further contact with appropriate third parties of authority is required. Document the impact code and explanation of how that impact code was determined (i.e. phone calls site visit, project type does not affect, etc.) If the impact Code is 3 through 5 contact the project architect and local solid waste disposal service.

11. **Wastewater, Sanitary Sewers**

CONCERNS: If applicable, will the existing wastewater treatment system and facilities adequately service the proposed project? Will the project cause the design capacity to be exceeded? Will project residents or beneficiaries be adversely affected by a wastewater treatment facility? Is the wastewater treatment plant serving residents approved by appropriate health officials? If applicable, will the existing or planned storm water disposal and treatment system adequately service the project or project beneficiaries? Will the project cause an overload of the design capacity of the storm water facilities? Are the project beneficiaries subject to temporary flooding or ponding impacts in terms of impairment of access to their residences?

ACTION: If the Impact code is either 1. "No Impact Anticipated" or 2. "Potentially Beneficial" then no further contact with appropriate third parties of authority is required. Document the impact code and explanation of how that impact code was determined (i.e. phone calls site visit, project type does not affect, etc.) If the impact Code is 3 through 5 contact the project architect, engineer, and the Arizona Department of Environmental Quality.

12. **Water Supply**

CONCERNS: Will the project impact the potable water supply available for project beneficiaries?

ACTIONS: If the Impact code is either 1. "No Impact Anticipated" or 2. "Potentially Beneficial" then no further contact with appropriate third parties of authority is required. Document the impact code and explanation of how that impact code was determined (i.e. phone calls site visit, project type does not affect, etc.) If the impact Code is 3 through 5 contact the local water utility and the Arizona Department of Environmental Quality.

13. Public Safety (Police, Fire, Emergency Medical)

CONCERNS: Will the project impact police, fire and emergency services? i.e. create obstacles for emergency vehicles in meeting their responsibilities.

ACTION: If the Impact code is either 1. "No Impact Anticipated" or 2. "Potentially Beneficial" then no further contact with appropriate third parties of authority is required. Document the impact code and explanation of how that impact code was determined (i.e. phone calls site visit, project type does not affect, etc.) If the impact Code is 3 through 5 contact local law enforcement and fire protection officials.

14. Park, Open Space and Recreation)

CONCERNS: Will the project impact any parks, open spaces or recreations areas? i.e. lessen the accessibility or availability to spaces or services

ACTION: If the Impact code is either 1. "No Impact Anticipated" or 2. "Potentially Beneficial" then no further contact with appropriate third parties of authority is required. Document the impact code and explanation of how that impact code was determined (i.e. phone calls site visit, project type does not affect, etc.) If the impact Code is 3 through 5 contact the local parks and recreation official or community planner.

15. Transportation and Accessibility

CONCERNS: If applicable to project objectives, is there adequate access to the locally recognized public transportation system? Is the service directly and conveniently available? Do any project beneficiaries need special transportation considerations due to the inadequacy of convenient shopping services? Will the project serve to reduce the mobility of any segment of the population?

ACTION: If the Impact code is either 1. "No Impact Anticipated" or 2. "Potentially Beneficial" then no further contact with appropriate third parties of authority is required. Document the impact code and explanation of how that impact code was determined (i.e. phone calls site visit, project type does not affect, etc.) If the impact Code is 3 through 5 contact the local transit service or community planner.

16. Unique Natural Resources, Water Resources

CONCERNS: Will the project use local groundwater resources or wells? Is there a high water table that should be considered during project construction? Is there a possible subsidence problem due to dependence on wells or groundwater resource? On-site seepage or springs may indicate potential drainage problems or impacting of a groundwater resource. Is there evidence of impoundment of water on the project site? Will the project significantly add to the impervious surface in its impact area and thereby increase demands on drainage facilities?

ACTION: If the Impact code is either 1. "No Impact Anticipated" or 2. "Potentially Beneficial" then no further contact with appropriate third parties of authority is required. Document the impact code and explanation of how that impact code was determined (i.e. phone calls site visit, project type does not affect, etc.) If the impact Code is 3 through 5 contact the project engineer or architect and the Arizona Department of Water Resources and Arizona Department of Environmental Quality.

17. Vegetation and Wildlife

CONCERNS: Will the project damage or destroy existing remnant plant communities, wildlife habitat, or their food chain? Will the project create environmental conditions eliminating plant life without mitigation measures? Will it, conversely, create conditions favorable to the proliferation of pest species, i.e., rats, flies and mosquitoes?

ACTION: If the Impact code is either 1. "No Impact Anticipated" or 2. "Potentially Beneficial" then no further contact with appropriate third parties of authority is required. Document the impact code and explanation of how that impact code was determined (i.e. phone calls site visit, project type does not affect, etc.) If the impact Code is 3 through 5 contact the Arizona Game and Fish Department and conduct an on-site review.

Board of Supervisors Regular **1. h.**

Meeting Date: 09/24/2024

Title: Fiscal Year 2024 Fill the Gap Revenue Certification Pursuant to A.R.S. §41-2421.G

Submitted By: Lu Ann Garbini, Court Administrator

Department: Superior Court

Motion before the Board:

Certification of Fiscal Year 2024 Fill the Gap Revenue

Background:

Pursuant to A.R.S. §41-2421.G, "each county board of supervisors shall certify if the total revenues received by the justice courts and the superior court, including the clerk of the superior court, exceed the amount received in fiscal year 1997-1998".
The revenue detail report is submitted as supporting documentation.

Fiscal Impact

Fiscal Year: FY2024

Budgeted Y/N: N

Amount Requested: 0

Fiscal Impact:

No fiscal impact. Compliance with statutory requirements to certify revenues.

Attachments

Certification Statement
FY2024 Revenue

Form Review

Inbox	Reviewed By	Date
Court Administrator (Originator)	Lu Ann Garbini	09/04/2024 01:06 PM
Form Started By: Lu Ann Garbini		Started On: 09/04/2024 12:55 PM
Final Approval Date: 09/04/2024		

CERTIFICATION STATEMENT

The Navajo County Board of Supervisors hereby certifies that, pursuant to A.R.S. § 41-2421 C:

1. Navajo County collects certain monies from the Superior Court, including the Clerk of the Court, Justice Courts Precincts,# 1, #2, #3, #4, #5, and #6 in Navajo County for the payment of filing fees, including clerk fees, diversion fees, adult and juvenile probation fees, juvenile monetary assessments, fines, penalties, surcharges, sanctions and forfeitures (with the exception of the Clean Elections Fund 10% surcharge, restitution, child support and bonds); and

2. Navajo County collections for base year of 1997-98 were $2,061,993.97; and

3. Navajo County collections for **FY2023-2024** were 5% in excess of the base year collections; and

4. Five percent (5%) of all collections during **FY2023-2024** were "set aside" to comply with the Fill the Gap legislation in A.RS. 41-2421 C; and

5. The total of the collections during **FY2023-2024** allocable to the 5% "set aside" Fill the Gap fund is: **$198,374.69**.

NAVAJO COUNTY BOARD OF SUPERVISORS

_____

Jason E. Whiting, Chairman

ATTEST

_____

Melissa Buckley, Clerk of the Board

Date: _____

211210 FTG Revenue

Revenue	FY2023/24		5% set aside	FY2023/24
	Clerk of the Court	1,303,317.32	Clerk of the Court	62,942.78
	Holbrook JP	483,761.64	Holbrook JP	23,610.78
	Winslow JP	550,340.39	Winslow JP	26,043.27
	Snowflake JP	807,336.92	Snowflake JP	39,281.51
	Show Low JP	566,850.94	Show Low JP	26,565.47
	Pinetop JP	247,988.29	Pinetop JP	11,846.71
	Kayenta JP	54,970.41	Kayenta JP	2,625.36
	Probation	-	Probation	-
	Notary & Library	15.51		
	Total Revenue:	**4,014,581.42**	**5% set aside:**	**192,915.88**
			Interest:	*5,458.81*
Base Year FY1997/1998:		2,061,993.97	***Total Revenue***	***198,374.69***
			Cash Bal	*198,374.69*
	Difference:	***1,952,587.45***	**95%**	**-**

Ann. Collect. > FY98 by 5% or more			
Local Court	$ 113,807.56	211211	
County Attorney	42,868.77	212212	
Indigent Defense	40,726.32		
Dept of Law	972.04	State Treas.	
	198,374.69		
-	213213-PD-50%		20,363.16
-	211215-SC-50%		20,363.16
			40,726.32

Ann. Collect. > FY98 but less than 5%	
Local Court	-
County Attorney	-
Indigent Defense	-
Dept of Law	-
	-

Ann. Collect. < FY98	
Local Court	-
County Attorney	-
Indigent Defense	-
Dept of Law	-
	-

Revenue:	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	***Yearly Revenue***
Clerk of the Court	143,327.46	136,749.60	93,372.19	121,206.30	83,637.26	87,652.41	95,589.86	118,529.60	137,501.24	112,409.84	111,284.65	62,056.91	***1,303,317.32***
Notary & Library	-				-	-	7.07		-	8.44			***15.51***
Holbrook JP	63,606.89	50,318.42	34,091.82	41,964.24	32,398.63	39,345.36	37,873.28	48,461.16	44,026.02	46,179.78	49,631.91	14,617.38	***502,514.89***
Winslow JP	57,780.63	37,855.14	37,826.00	36,009.06	31,396.37	35,019.60	51,528.68	55,598.19	76,864.57	53,550.36	69,558.27	23,657.28	***566,644.15***
Snowflake JP	94,843.08	93,891.69	62,738.40	63,508.09	58,848.40	59,252.62	67,450.90	69,026.01	68,225.32	77,083.90	61,955.75	30,512.76	***807,336.92***
Show Low JP	74,287.74	46,227.47	40,064.80	35,393.14	47,586.47	44,051.75	46,228.60	46,277.28	57,497.65	50,964.45	57,596.74	20,674.85	***566,850.94***
Pinetop JP	31,566.63	18,654.98	18,158.21	20,873.06	19,549.20	12,403.17	16,572.43	24,252.80	34,758.83	20,821.67	28,328.29	8,327.84	***254,267.11***
Kayenta JP	10,050.19	5,579.82	4,232.07	1,790.31	1,603.22	3,964.59	4,000.15	3,273.97	5,230.29	5,077.10	6,445.52	3,723.18	***54,970.41***
Probation	-	-	-	-	-	-	-	-	-	-	-	-	-
Monthly Total:	***475,462.62***	***389,277.12***	***290,483.49***	***320,744.20***	***275,019.55***	***281,689.50***	***319,250.97***	***365,419.01***	***424,103.92***	***366,095.54***	***384,801.13***	***163,570.20***	***4,055,917.25***

Treasurer Receipt of 211210

	Jul	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	***Yearly Revenue***
Clerk of the Court	6,992.04	6,506.39	4,564.04	5,882.15	4,054.93	4,223.75	4,592.29	5,712.42	6,627.12	5,426.16	5,342.75	3,003.23	***62,927.27***
Notary & Library	-				-	-	7.07		-	8.44			***15.51***
Holbrook JP	2,976.76	2,365.03	1,607.57	1,978.19	1,509.61	1,845.59	1,790.74	2,276.40	2,065.64	2,180.36	2,333.71	681.18	***23,610.78***
Winslow JP	2,625.60	1,725.38	1,749.92	1,668.95	1,453.11	1,615.10	2,409.93	2,575.41	3,540.32	2,417.69	3,190.78	1,071.08	***26,043.27***
Snowflake JP	4,623.38	4,591.74	3,036.89	3,102.26	2,856.25	2,887.26	3,282.04	3,360.86	3,320.58	3,743.38	2,980.94	1,495.93	***39,281.51***
Show Low JP	3,471.55	2,162.29	1,882.20	1,661.71	2,231.22	2,039.20	2,165.79	2,175.39	2,680.51	2,414.27	2,719.92	961.42	***26,565.47***
Pinetop JP	1,461.53	874.20	843.54	997.92	910.09	570.34	776.12	1,148.35	1,613.42	977.12	1,315.39	358.69	***11,846.71***
Kayenta JP	483.51	265.06	201.55	84.68	77.22	192.55	191.53	**154.92**	246.99	243.52	305.46	178.37	***2,625.36***
Probation	-	-	-	-	-	-	-	-	-	-	-	-	-
Monthly Total:	***22,634.37***	***18,490.09***	***13,885.71***	***15,375.86***	***13,092.43***	***13,373.79***	***15,215.51***	***17,403.75***	***20,094.58***	***17,410.94***	***18,188.95***	***7,749.90***	***192,915.88***

Revenue: ***Interest***	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	***Yearly Revenue***
211210	$ 314.79	$ 421.62	$ 481.18	$ 357.88	$ 267.91	$ 730.89	$ 372.41	$ 225.60	$ 262.65	$ 290.10	$ 1,203.30	$ 530.48	$ 5,458.81

Board of Supervisors Regular **1. i.**

Meeting Date: 09/24/2024

Title: Route 66 Brownfields Assessment Coalition Memorandum of Understanding

Submitted By: Chris Pasterz, Economic Development Director

Department: Administrative Services **Division:** Economic Development

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Motion before the Board:

Memorandum of Understanding between Northern Arizona Council of Governments, Coconino County, Mohave County, Navajo County, Yavapai County for the purpose of documenting the roles and responsibilities of the various parties involved in the Route 66 Brownfields Assessment Coalition, with regard to EPA Cooperative Agreement No: BF-97T07601

Background:

The purpose of the Agreement is to fund environmental assessments and planning (including area-wide planning, clean-up and or site reuse planning) relating to brownfield property sites within the Coalition counties (including municipal, tribal and unincorporated jurisdictions) at the property owner's request.
This agreement is effective upon execution by all parties and shall remain in effect through September 30, 2028, pursuant to the terms set forth in this agreement.

Fiscal Impact

Fiscal Year:

Budgeted Y/N:

Amount Requested:

Fiscal Impact:

No Fiscal Impacts as no payments are administered through the County.

Attachments

Route 66 Brownfields Coalition MOU

Form Review

Inbox	Reviewed By	Date
Clerk of the Board	Melissa Buckley	09/12/2024 01:33 PM
Jason Moore	Jason Moore	09/13/2024 01:49 PM
Bryan Layton	Melissa Buckley	09/16/2024 12:00 PM
Form Started By: Chris Pasterz		Started On: 09/04/2024 02:06 PM
Final Approval Date: 09/16/2024		

ROUTE 66 BROWNFIELDS ASSESSMENT COALITION

MEMORANDUM OF UNDERSTANDING
BETWEEN THE FOLLOWING PARTIES
Northern Arizona Council of Governments, Coconino County,
Mohave County, Navajo County, Yavapai County

This Memorandum of Understanding ("Agreement") is entered into by Northern Arizona Council of Governments ("NACOG" or "Lead Coalition Member"), and Coconino County, Mohave County, Navajo County and Yavapai County (collectively, the "Coalition Partners"), for the purpose of documenting the roles and responsibilities of the various parties involved in the Route 66 Brownfields Assessment Coalition, with regard to EPA Cooperative Agreement No: BF-97T07601.

This Agreement becomes effective on the date it is signed by all parties. It remains in force through the end of the grant period, September 30, 2028.

1. On May 20, 2024, the EPA awarded the Cooperative Agreement to NACOG as the Lead Coalition Member. The grant period is October 1, 2024, through September 30, 2028. NACOG is responsible to EPA for management of the Cooperative Agreement and compliance with the statutes, regulations, and terms and conditions of the award, and ensuring that all members of the coalition are in compliance with the terms and conditions.

2. It is the responsibility of NACOG to provide timely information to the Coalition Partners regarding the management of the Cooperative Agreement and any changes that may be made to the EPA Cooperative Agreement over the period of performance.

3. The contact information for NACOG and each Coalition Partner is as follows:

Northern Arizona Council of Governments
Chris Fetzer
119 E. Aspen Ave.
Flagstaff, AZ 86001
928-213-5209
chris.fetzer@nacog.org

Coconino County
Amanda Acheson
2500 N. Fort Valley Rd. #1
Flagstaff, AZ 86001
928-679-8853
aacheson@coconino.az.gov

Mohave County
Luke Bradzys
3250 E. Kino Ave.
Kingman, AZ 86409
928-757-0903
brazdl@mohave.gov

Navajo County
Chris Pasterz
PO Box 668
Holbrook, AZ 86025
928-699-8361
chris.pasterz@navajocountyaz.gov

Yavapai County
Mark Lusson
1120 Commerce Dr.
Prescott, AZ 86305
928-442-5418
Mark.Lusson@Yavapaiaz.gov

4. Activities funded through the EPA Cooperative Agreement may include inventory preparation, site selection criteria development, environmental assessments, planning (including areawide plans and clean-up and/or site reuse plans) relating to brownfield sites, outreach materials and implementation, and other eligible activities. NACOG may retain consultant(s) and contractors under 2 CFR 200.317-326 to undertake various activities funded through the EPA Cooperative Agreement and may award subgrants to other coalition members under 2 CFR 200.330 for assessment projects in their geographic areas. Subgrantees are accountable to NACOG for proper expenditure of funds.

5. Lead Coalition Member will procure the consultant(s) in compliance with 2 CFR 200.317-326 requirements. Lead Coalition Member will issue the Request for Proposals or Request for Qualifications and will be the entity responsible for receipt of the submitted proposals and selection, and award of contracts.

6. Lead Coalition Member, in consultation with the Coalition Partners, will work to develop a site selection process based on agreed-upon factors and will ensure that a minimum of 30 Phase I ESAs, 15 Phase II ESAs, 15 regulated building material surveys, and 7 clean-up and/or site reuse plans are completed over the life of the Cooperative Agreement. Selected sites will be submitted to EPA or ADEQ for prior approval to ensure eligibility. Note: *Lead Coalition Member and each of the Coalition Partners may agree upon a minimum number of sites assessed per county at the start of the Cooperative Agreement to ensure equitable distribution of funds across all Coalition Partner jurisdictions.*

7. Upon nomination of the specific sites, it will be the responsibility of NACOG to work with the Coalition Partner in whose geographic area the site is located to finalize the scope of work for the consultant or contractor. It will be the responsibility of such Coalition Partner to assist in obtaining all required permits, easements, and/or access agreements as may be necessary to undertake assessments at the selected site. If such Coalition Partner does not have the capacity to perform these activities, NACOG and/or its consultant(s) may assist in securing necessary site access agreements and permits.

8. Lead Coalition Member is responsible for ensuring that other activities as negotiated in the work plan, such as community outreach and involvement, are implemented in accordance with a schedule agreed upon by the Coalition Partner in whose geographic area the site to be assessed is located.

9. Coalition Partners agree to participate in routine Coalition meetings, provide information as needed for the brownfields inventory, assist with marketing the grant, share grant information with property owners, businesses and community organizations, and other related activities necessary for grant management and implementation.

10. This Agreement is subject to cancellation for conflict of interest as provided in A.R.S. § 38-511, which is hereby fully incorporated herein by this reference as if the same is fully set forth in this Agreement.

11. To the extent permitted by Arizona law, each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless all of the other Parties (as "Indemnitees"), their officials, officers, agents and employees, for, from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees), hereinafter collectively referred to as "Claims", arising out of bodily injury of any person (including death) or property damage to the extent such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officials, officers, agents, employees, or volunteers. The agreement to indemnify, defend, and hold harmless shall survive the termination of this Agreement.

12. Lead Coalition Member and all Coalition Partners hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to their employment of their employees, and with the requirements of A.R.S. §§ 23-214 and 41-4401 (together the "State and Federal Immigration Laws"). A breach of the foregoing warranty shall be deemed a material breach of this Agreement, and the Parties shall have the right to terminate this Agreement for such a breach, in addition to any other applicable remedies. The Parties retain the legal right to inspect the papers of each contractor or subcontractor employee of any Party who performs work pursuant to this Agreement to verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.

13. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. Each party may sign any number of copies of this Agreement, and each signed copy shall be deemed to be an original, but all of them together shall represent one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Northern Arizona Council of Governments, Lead Coalition Member

_____ Date_____

Chris Fetzer, Executive Director

Approved as to form:

_____

NACOG Attorney
Mangum, Wall, Stoops & Warden, PLLC

Coconino County, Coalition Partner

_____ Date_____

ATTEST:

_____
Clerk

Approved as to form:

_____
_____Attorney

Mohave County, Coalition Partner

_____ Date_____

ATTEST:

_____
Clerk

Approved as to form:

_____
_____Attorney

Navajo County, Coalition Partner

_____ Date_____

ATTEST:

_____
Clerk

Approved as to form:

_____
_____Attorney

Yavapai County, Coalition Partner

_____ Date_____

ATTEST:

_____
Clerk

Approved as to form:

_____
_____Attorney

Board of Supervisors Regular **1. j.**

Meeting Date: 09/24/2024

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: 960027601, 900014701, 890031001, 070011401, 030021801, 860015001, 120003201, 180024201, 190010301, 170010801, 130016801, 100004601, 190015601, 508245402, 100007401, 190015501, 970068801, 190020901, 940000601, 110002401, 120012001, 840048501, & 130016501) 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	09/12/2024 01:13 PM
Treasurer (Originator)	Kari Lopez	09/12/2024 01:23 PM
Form Started By: Kari Lopez		Started On: 09/09/2024 12:14 PM
Final Approval Date: 09/12/2024		

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

9/18/2024

Taypayer #	Year & Roll #	Name	Descripton	Reason	Property Tax	Int. & Fees	PAYMENT	Grand Total
960027601	2014-903902	Miller Donald Lloyd	MH 1984 WILDE 8X30	Per Navajo County Sheriff's Office: After a diligent search	$44.88	$74.41	$0.00	$119.29
	2015-903822		VIN #1ED52923E2339694	they determined that the owner is unlocatable and the unit	$45.56	$68.18	$0.00	$113.74
	2016-903902			was sold several years prior and believed to be in Apache	$44.30	$59.34	$0.00	$103.64
				County.				
				Assessors removed P.P. from the 2017 and future tax rolls.				
					$134.74	**$201.93**	**$0.00**	**$336.67**
900014701	2015-903348	Wilkinson Robert G or France	MH 1982 SKYLINE 24X48	Per Navajo County Sheriff's Office: A previous board order	$98.58	$141.70	$0.00	$240.28
			VIN #01760372AR&BR	was entered and approved through the tax year of 2014.				
				Assessors office failed to remove from tax roll.				
				Assessors removed P.P from the 2016 and future tax rolls.				
					$98.58	**$141.70**	**$0.00**	**$240.28**
890031001	2013-903220	Escalera Gene Allain	MH 1959 AMERCIAN 10X50	Per Navajo County Sheriff's Office: Afer a diligent search	$26.74	$50.63	$0.00	$65.67
	2014-903256	C/O Victor Williams	VIN #N3683	the owner is unlocatable and the unit moved out of the	$25.68	$44.72	$0.00	$70.40
	2015-903289			county several years ago and possibly has been dismantled.	$25.42	$40.25	$0.00	$77.37
				Assessors removed P.P. from the 2016 and future tax rolls.	**$77.84**	**$135.60**	**$0.00**	**$213.44**
070011401	2014-900868	Warren Freda Jeanette	MH 2000 KOMFORT 8X30	Per Navajo County Sheriff's Office: After a diligent search	$124.00	$196.78	$0.00	$320.78
			VIN #1K53KFP21Y1023979	the owner is found to be deceased. A Notice of claim was	$126.00	$179.72	$0.00	$305.72
				approved for the 2015 tax year, location is now unknown.				
				Assessors removed P.P. from the 2016 and future tax rolls.				
					$250.00	**$376.50**	**$0.00**	**$626.50**
030021801	2012-901152	Martinez Jose Ivan	MH 1984 MODULINE 14X56	Per Navajo County Sheriff's Office: After a diligent search	$90.24	$132.27	-$44.53	$177.98
	2013-900338		VIN #105039	the owner is unlocatable and the unit was removed several	$99.62	$175.02	$0.00	$274.64
	2014-900330			years prior.	$104.20	$166.17	$0.00	$270.37
	2015-900315				$98.50	$141.58	$0.00	$240.08
				Assessors removed P.P. from the 2016 and future tax rolls.				
					$392.56	**$615.04**	**-$44.53**	**$963.07**
860015001	2016-903076	Weinbrenner Teresa Ann	MH 1975 TRAVELEZE 8X35	Per Navajo County Sheriff's Office: After a diligent search	$36.20	$49.41	$0.00	$85.61
			VIN #S26120	the owner is unlocatable and the unit abandoned and then				
				demolished.				
				Assessors removed P.P. from the 2017 and future tax rolls.				
					$36.20	**$49.41**	**$0.00**	**$85.61**

120003201	2019-901459	McGinnis John or Ville or Sand	MH 2006 HOLIDAY RAMBLER 8X20	Per Navajo County Sheriff's Office: After a diligent search	$138.34	$108.29	$0.00	$246.63
	2020-901424		VIN #1KB1B1M286E156319	the owner is unlocatable and the home was verififed not to	$112.52	$71.02	$0.00	$183.54
	2021-901399			reside within Navajo County per Arizona MVD.	$110.00	$51.94	$0.00	$161.94
	2022-901349				$95.80	$30.55	$0.00	$126.35
	2023-901302			Assessors removed P.P. from the 2024 and future tax rolls.	$100.64	$15.73	$0.00	$116.37
					$557.30	**$277.53**	**$0.00**	**$834.83**
180024201	2019-902298	Dameron James Douglas III	MH 2001 ARTIC 8X30	Per Navajo County Sheriff's Office: After a diligent search	$90.18	$72.33	$0.00	$162.51
	2020-902225		VIN #4N11V92910113910	the owner is unlcatable and the home was verififed not to	$92.44	$59.23	$0.00	$151.67
	2021-902175			reside within Navajo County per Arizona MVD.	$90.54	$43.63	$0.00	$134.17
	2022-902093				$87.22	$28.25	$0.00	$115.47
	2023-902007			Assessors removed P.P. from the 2024 and future tax rolls.	$87.14	$14.29	$0.00	$101.43
					$447.52	**$217.73**	**$0.00**	**$665.25**
190010301	2019-902403	Lux Tiny	MH 2017 MADE CUSTOM 12X33	Per Navajo County Sheriff's Office: After a diligent search	$675.96	$509.72	$0.00	$1,185.68
	2020-902321		VIN #1A9T1BM49HN992824	the owner is unlocatable and the home was verififed not to	$641.82	$381.53	$0.00	$1,023.35
	2021-902265			reside within Navajo County per Arizona MVD.	$628.34	$273.09	$0.00	$901.43
	2022-902178				$541.36	$149.36	$0.00	$690.72
	2023-902087			Assessors removed P.P. from the 2024 and future tax rolls.	$559.40	$64.67	$0.00	$624.07
					$3,046.88	**$1,378.37**	**$0.00**	**$4,425.25**
170010801	2017-902218	Wooten Donald Richard	MH 1987 CAVCO 11X34	Per Navajo County Sheriff's Office: After a diligent search	$86.60	$97.37	$0.00	$183.97
	2018-902124		VIN #CAVAZD8600602	the owner is unlocatable and the home was verififed not to	$89.96	$86.56	$0.00	$176.52
	2019-902058			reside within Navajo County per Arizona MVD.	$89.86	$72.09	$0.00	$161.95
	2020-901997				$85.80	$55.33	$0.00	$141.13
	2021-901957			Assessors removed P.P. from the 2024 and future tax rolls.	$87.06	$42.14	$0.00	$129.20
	2022-901889				$82.84	$27.09	$0.00	$109.93
	2023-901814				$83.38	$13.89	$0.00	$97.27
					$605.50	**$394.47**	**$0.00**	**$999.97**
130016801	2013-902097	Contreras Carlos	MH 1978 ARIZONA/UNITED 14X56	Per Navajo County Sheriff's Office: After a diligent search	$91.64	$161.40	$0.00	$253.04
	2014-901991		VIN #UMH082619	the owner is unlocatable and the home was verified not to	$93.86	$150.17	$0.00	$244.03
	2015-901912			reside within Navajo County per Arizona MVD.	$93.26	$134.33	$0.00	$227.59
	2016-901850				$89.38	$114.64	$0.00	$204.02
	2017-901763			Assessors removed P.P. from the 2024 and future tax roll.	$99.74	$111.39	$0.00	$211.13
	2018-901695				$99.34	$95.07	$0.00	$194.41
	2019-901653				$97.84	$78.05	$0.00	$175.89
	2020-901614				$92.92	$59.51	$0.00	$152.43
	2021-901583				$90.68	$43.69	$0.00	$134.37
	2022-901528				$76.66	$25.44	$0.00	$102.10
	2023-901474				$81.80	$13.73	$0.00	$95.53
					$1,007.12	**$987.42**	**$0.00**	**$1,994.54**
100004601	2013-901442	Price Mark Caesar	MH 1984 HOLIDAY RAMBLER 8X40	Per Navajo County Sheriff's Office: After a diligent search	$103.42	$181.50	$0.00	$284.92
	2014-901389		VIN #1KB351V48EW000743	the owner is unlocatable and the home was verified not to	$112.04	$178.29	$0.00	$290.33
	2015-901345			reside within Navajo County per Arizona MVD.	$107.84	$154.54	$0.00	$262.38
	2016-901315				$110.62	$140.69	$0.00	$251.31

	2017-901268			Assessors removed P.P. from the 2024 and future tax roll.	$110.76	$123.15	$0.00	$233.91
	2018-901222				$109.56	$104.34	$0.00	$213.90
	2019-901198				$109.56	$86.80	$0.00	$196.36
	2020-901167				$112.28	$70.87	$0.00	$183.15
	2021-901146				$110.00	$51.94	$0.00	$161.94
	2022-901105				$105.94	$33.25	$0.00	$139.19
	2023-901069				$105.84	$16.29	$0.00	$122.13
					$1,197.86	**$1,141.66**	**$0.00**	**$2,339.52**
190015601	2019-902450	Kudla Caroline R or Mitchell	MH 2013 BIGHO 8X35	Per Navajo County Sheriff's Office: After a diligent search	$444.78	$337.11	$0.00	$781.89
	2021-902305		VIN #5SFBG3820DE262070	the owner is unlocatable and the home was verified not to	$426.28	$186.88	$0.00	$613.16
	2022-902211			reside within Navajo County per Arizona MVD.	$400.74	$111.87	$0.00	$512.61
	2023-902119				$390.62	$46.67	$0.00	$437.29
				Assessors removed P.P. from the 2024 and future tax roll.				
					$1,662.42	**$682.53**	**$0.00**	**$2,344.95**
508245402	2016-902637	PEABODY COAL COMPANY	MH 1978 LAGUNA 14X70	Per Navajo County Sheriff's Office: After a diligent search	136.32	$172.22	$0.00	$308.54
	2017-902654		VIN #80047	the owner is unlocatable and the home was verified not to	162.48	$178.32	$0.00	$340.80
	2018-902771			reside within Navajo County per Arizona MVD.	162.52	$152.36	$0.00	$314.88
	2022-902903				40.94	$15.92	$0.00	$56.86
	2023-903014			Assessors removed P.P. from the 2024 and future tax roll.	39.84	$9.25	$0.00	$49.09
					$542.10	**$528.07**	**$0.00**	**$1,070.17**
100007401	2010-901863	Rojas Javier	MH 1971 FIESTA 12X44	Per Navajo County Sheriff's Office: After a diligent search	$26.28	$62.47	$0.00	$88.75
	2011-903783		VIN #KBPR90506	the owner is unlocatable and the home was verified not to	$27.42	$60.57	$0.00	$87.99
	2012-903742			reside within Navajo County per Arizona MVD.	$28.66	$48.85	-$40.00	$37.51
	2013-901453				$32.34	$60.19	$0.00	$92.53
	2014-901400			Assessors removed P.P. from the 2024 and future tax roll.	$34.58	$58.48	$0.00	$93.06
	2015-901355				$34.34	$52.62	$0.00	$86.96
	2016-901324				$34.56	$47.40	$0.00	$81.96
	2017-901276				$38.56	$46.13	$0.00	$84.69
	2018-901229				$38.40	$39.82	$0.00	$78.22
	2019-901205				$37.84	$33.25	$0.00	$71.09
	2020-901174				$35.92	$26.07	$0.00	$61.99
	2021-901153				$35.02	$19.94	$0.00	$54.96
	2022-901112				$29.62	$12.90	$0.00	$42.52
	2023-901076				$31.62	$8.37	$0.00	$39.99
					$465.16	**$577.06**	**-$40.00**	**$1,002.22**
190015501	2019-902449	Goens Teresa S	MH 2013 REDWOOD 8X36	Per Navajo County Sheriff's Office: After a diligent search	$876.12	$659.17	$0.00	$1,535.29
	2020-902362		VIN #4V0FC3621D4003170	the owner is unlocatable and the home was verifiifed not to	$867.32	$513.83	$0.00	$1,381.15
	2021-902304			reside within Navajo County per Arizona MVD.	$839.70	$363.27	$0.00	$1,202.97
	2022-902210				$789.42	$215.51	$0.00	$1,004.93
	2023-902118			Assessors removed P.P. from the 2024 and future tax roll.	$769.46	$87.08	$0.00	$856.54
					$4,142.02	**$1,838.86**	**$0.00**	**$5,980.88**
970068801	2021-904270	Baldwin Palmer Reala	MH 1996 NEW MOO 16X80	Per Navajo County Sheriff's Office: After a diligent search	$207.96	$93.73	$0.00	$301.69
	2022-904181		VIN #13516448	the owner is unlocatable and the home was verified not to	$192.92	$56.44	$0.00	$249.36

	2023-904260			reside within Navajo County per Arizona MVD.	$191.08	$25.38	$0.00	$216.46
				Assessors removed P.P. from the 2024 and future tax roll.				
					$591.96	**$175.55**	**$0.00**	**$767.51**
190020901	2019-902495	Mabbitt Michael James or La	MH 2000 FORES 8X32	Per Navajo County Sheriff's Office: After a diligent search	$96.96	$77.40	$0.00	$174.36
	2020-902402		VIN #4X4FCAH22YG075504	the owner is unlocatable and the home was verified not to	$94.18	$60.25	$0.00	$154.43
	2021-902342			reside within Navajo County per Arizona MVD.	$89.46	$43.17	$0.00	$132.63
	2022-902247				$80.92	$26.58	$0.00	$107.50
	2023-902152			Assessors removed P.P. from the 2024 and future tax roll.	$73.26	$12.81	$0.00	$86.07
					$434.78	**$220.21**	**$0.00**	**$654.99**
940000601	2019-903859	Begaye Norman or Sarah M	MH 1985 PALM HARBOR 14X70	Per Navajo County Sheriff's Office: After a diligent search	$99.84	$79.55	$0.00	$179.39
	2020-903812		VIN #AS13267	the owner is unlocatable and the home was verified not to	$93.28	$59.73	$0.00	$153.01
	2021-903936			reside within Navajo County per Arizona MVD.	$93.68	$44.97	$0.00	$138.65
	2022-903851				$86.20	$27.99	$0.00	$114.19
	2023-903937			Assessors removed P.P. from the 2024 and future tax roll.	$87.44	$14.32	$0.00	$101.76
					$460.44	**$226.56**	**$0.00**	**$687.00**
110002401	2013-901650	Hudiburgh Charles W & Renee	MH 2008 HYLINER 8X40	Per Navajo County Sheriff's Office: After a diligent search	$195.96	$339.44	$0.00	$535.40
	2014-901588	C/O Gordon Ulyses or Tuccy	VIN #19LBA02U48A084907	the owner is unlocatable and the home was verified not to	$194.20	$305.37	$0.00	$499.57
	2015-901536	Anthony		reside within Navajo County per field check from assessors	$190.54	$269.22	$0.00	$459.76
	2016-901489				$185.96	$233.11	$0.00	$419.07
	2017-901426			Assessors removed P.P. from the 2023 and future tax roll.	$183.50	$200.74	$0.00	$384.24
	2018-901373				$182.48	$170.44	$0.00	$352.92
	2019-901345				$179.12	$138.74	$0.00	$317.86
	2020-901312				$177.78	$109.29	$0.00	$287.07
	2021-901289				$185.00	$83.94	$0.00	$268.94
	2022-901242				$184.08	$54.09	$0.00	$238.17
					$1,858.62	**$1,904.38**	**$0.00**	**$3,763.00**
120012001	2012-900066	Young Alvin	MH 1993 HABOR HOUSE 16X56	Per Navajo County Sheriff's Office: After a diligent search	$191.02	$361.57	$0.00	$552.59
	2013-901864		VIN #AS19875HH	the owner is a member of the Navajo Nation and resides	$195.68	$338.96	$0.00	$534.64
	2014-901788			on the Navajo Nation Reservation.	$201.96	$317.36	$0.00	$519.32
	2015-901723				$152.42	$216.36	$0.00	$368.78
	2016-901671			Assessors removed P.P. from the 2024 and future tax roll.	$167.10	$209.98	$0.00	$277.08
	2017-901598				$196.02	$214.08	$0.00	$410.10
	2018-901538				$196.08	$182.78	$0.00	$378.86
	2019-901505				$192.32	$148.60	$0.00	$340.92
	2020-901469				$58.10	$39.08	$0.00	$97.18
	2021-901443				$56.04	$28.91	$0.00	$84.95
	2022-901392				$47.54	$17.68	$0.00	$65.22
	2023-901342				$46.76	$9.99	$0.00	$56.75
					$1,701.04	**$2,085.35**	**$0.00**	**$3,786.39**
840048501	2019-903188	Western Lumber & Millwork L	MH 1984 FUQUA 26X46	Per Navajo County Sheriff's Office: After a diligent search	$295.14	$225.37	$0.00	$520.51
	2020-903154		VIN #FH419699U84&X84	the owner is unlocatable and the unit has been removed	$301.00	$181.58	$0.00	$482.58
				and in an unknown location.				

				Assessors removed P.P. from the 2021 and future tax roll.				
					$596.14	**$406.95**	**$0.00**	**$1,003.09**
130016501	2016-901849	Faust Sheena Or Ohlson Julius	MH 1997 FLEETWOOD 13X70	Per Navajo County Sheriff's Office: After a diligent search	$117.66	$149.33	$0.00	$266.99
	2017-901762		VIN #TXFLV12A78315FD12	the owner is unlocatable and the unit burnt down.	$117.84	$130.69	$0.00	$248.53
				Assessors removed P.P. from the 2018 amd future tax roll.				
					$235.50	**$280.02**	**$0.00**	**$515.52**
					ABATEMENT GRAND TOTAL:			
								$35,300.65

Navajo County Sheriff's Office
"Keeping the Peace Since 1895"

David M. Clouse
Sheriff

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

Date: 08/27/2024

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 unit was sold several years prior and believed to be in Apache County. The Navajo County Assesors's Office has removed this from all future tax rolls. Please abate all prior years.

Tax I. D. Number: 960027601

SEE ATTACHED

Roll Number(s):	903902	Year: 2016	Balance: $103.05
:	903822	Year: 2015	Balance: $113.13
:	903802	Year: 2014	Balance: $118.70

Description of Property: MH 1984 WILDE 8X30
VIN# 1ED52923E2339694

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

Friday, August 30, 2024

Navajo County Treasurer

Kari Lopez

P.O. Box 668

Holbrook, AZ 86025-0668

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

ncto@navajocountyaz.gov

Owner

MILLER DONALD LLOYD

40602 N 3RD AVE
PHOENIX AZ 85086-8935

MH 1984 WILDE 8X30 VIN# 1ED5J2923E2339694

Tax ID: 960027601

Figures below based on 09/30/2024

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2016	903902	Tax	$44.30	$0.00	$5.00	$54.34	$0.00	$103.64
2015	903822	Tax	$45.56	$0.00	$5.00	$63.18	$0.00	$113.74
2014	903802	Tax	$44.88	$0.00	$5.00	$69.41	$0.00	$119.29
2013	903773	Tax	$46.98	$0.00	$0.00	$0.00	$46.98	$0.00
2012	901634	Tax	$42.60	$0.00	$0.00	$0.00	$42.60	$0.00
2011	901678	Tax	$53.06	$0.00	$0.00	$0.00	$53.06	$0.00
2010	904177	Tax	$48.08	$0.00	$0.00	$0.00	$48.08	$0.00
2009	904146	Tax	$48.50	$0.00	$0.00	$0.00	$48.50	$0.00
2008	904094	Tax	$45.82	$0.00	$5.00	$6.10	$56.92	$0.00
2007	901000	Tax	$37.02	$0.00	$0.00	$0.00	$37.02	$0.00
2006	901011	Tax	$45.88	$0.00	$0.00	$0.00	$45.88	$0.00
2005	903409	Tax	$49.88	$0.00	$0.00	$0.00	$49.88	$0.00
2004	903512	Tax	$46.78	$0.00	$0.00	$0.00	$46.78	$0.00
2003	900501	Tax	$48.90	$0.00	$0.00	$0.00	$48.90	$0.00
2002	900479	Tax	$69.20	$0.00	$0.00	$0.00	$69.20	$0.00
2001	900487	Tax	$73.42	$0.00	$5.00	$0.00	$78.42	$0.00
2000	1002116	Tax	$58.13	$0.00	$0.00	$0.00	$58.13	$0.00
1999	503206	Tax	$73.59	$0.00	$0.00	$0.00	$73.59	$0.00
1998	503518	Tax	$64.31	$0.00	$0.00	$0.00	$64.31	$0.00
1997	1201196	Tax	$58.30	$0.00	$0.00	$0.00	$58.30	$0.00
1996	1200935	Tax	$61.59	$0.00	$0.00	$0.00	$61.59	$0.00
			$1,106.78	**$0.00**	**$25.00**	**$193.03**	**$988.14**	**$336.67**

Navajo County Sheriff's Office
"Keeping the Peace Since 1895"

David M. Clouse
Sheriff

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

Date: 8/27/2024

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, a previous board order was entered and approved through the tax year of 2014. The Navajo County Assessors office failed to remove from the tax roll and appeared on the 2015 tax year. Please abate the remainding year.

Tax I. D. Number: 900014701

SEE ATTACHED

Roll Number(s): 903348 Year: 2015 Balance: $238.96

Description of Property: MH 1982 SKYLINE 24X48
VIN# 01760372AR&BR

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

Respectfully,

2223

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

Hard Copy

Friday, August 30, 2024

Navajo County Treasurer

Kari Lopez

P.O. Box 668

Holbrook, AZ 86025-0668

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

ncto@navajocountyaz.gov

Owner

WILKINSON ROBERT G OR FRANCE MH 1982 SKYLINE 24X48 VIN# 01760372AR*BR

PO BOX 2006
KAYENTA AZ 86033

Tax ID: 900014701

Figures below based on 09/30/2024

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2015	903348	Tax	$98.58	$0.00	$5.00	$136.70	$0.00	$240.28
2014	903315	Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2013	903280	Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2012	900112	Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2011	900095	Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2010	903610	Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2009	903557	Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2008	903493	Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2007	904088	Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2006	904068	Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2005	904070	Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2004	904209	Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2003	903831	Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2002	903717	Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2001	903731	Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2000	1004089	Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
1999	505987	Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
1998	506443	Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
1997	405634	Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
1996	405732	Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
			$98.58	**$0.00**	**$5.00**	**$136.70**	**$0.00**	**$240.28**

Navajo County Sheriff's Office
"Keeping the Peace Since 1895"

David M. Clouse
Sheriff

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

Date: 08/27/2024

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 unit moved out of the county several years ago and possibly has been dismantled. The Navajo County Assessor's Office has removed this from all future tax rolls. Please abate all prior years.

Tax I. D. Number: 890031001

SEE ATTACHED

Roll Number(s):	903289	Year: 2015	Balance: $65.33
:	903256	Year: 2014	Balance: $70.05
:	903220	Year: 2013	Balance: $77.02

Description of Property: MH 1959 AMERCIAN 10X50
VIN# N3683

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

Friday, August 30, 2024

Navajo County Treasurer

Kari Lopez

P.O. Box 668

Holbrook, AZ 86025-0668

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

ncto@navajocountyaz.gov

Owner

ESCALERA GENE ALLAIN
C/O VICTOR WILLIAMS
PO BOX 1553
PINETOP AZ 85935

MH 1959 AMERICAN 10X50 VIN# N3683

Tax ID: 890031001

Figures below based on 09/30/2024

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2015	903289	Tax	$25.42	$0.00	$5.00	$35.25	$0.00	$65.67
2014	903256	Tax	$25.68	$0.00	$5.00	$39.72	$0.00	$70.40
2013	903220	Tax	$26.74	$0.00	$5.00	$45.63	$0.00	$77.37
2012	901603	Tax	$24.24	$0.00	$0.00	$0.00	$24.24	$0.00
2011	901644	Tax	$22.96	$0.00	$0.00	$0.61	$23.57	$0.00
2010	903537	Tax	$20.68	$0.00	$5.00	$1.29	$26.97	$0.00
2009	903481	Tax	$20.88	$0.00	$5.00	$6.96	$32.84	$0.00
2008	903416	Tax	$19.64	$0.00	$5.00	$10.48	$35.12	$0.00
2007	901021	Tax	$17.26	$0.00	$5.00	$11.96	$34.22	$0.00
2006	901035	Tax	$21.46	$0.00	$5.00	$18.32	$44.78	$0.00
2005	901064	Tax	$23.22	$0.00	$5.00	$23.52	$51.74	$0.00
2004	901084	Tax	$21.72	$0.00	$5.00	$25.48	$52.20	$0.00
2003	900992	Tax	$22.68	$0.00	$5.00	$29.33	$57.01	$0.00
2002	900954	Tax	$24.06	$0.00	$5.00	$35.92	$64.98	$0.00
2001	900970	Tax	$21.20	$0.00	$5.00	$35.06	$61.26	$0.00
2000	1001056	Tax	$15.41	$0.00	$5.00	$27.74	$48.15	$0.00
1999	1200091	Tax	$17.78	$0.00	$5.00	$34.38	$57.16	$0.00
1998	500672	Tax	$17.88	$0.00	$0.00	$0.00	$17.88	$0.00
1997	404957	Tax	$14.13	$0.00	$0.00	$0.00	$14.13	$0.00
1996	405036	Tax	$14.87	$0.00	$0.00	$0.00	$14.87	$0.00
			$417.91	**$0.00**	**$75.00**	**$381.65**	**$661.12**	**$213.44**

Navajo County Sheriff's Office
"Keeping the Peace Since 1895"

David M. Clouse
Sheriff

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

Date: 08/27/2024

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 now found to be deceased. A Notice of claim was approved for the 2015 tax year, however the location is now uknown. Navajo County Assessor's Office has removed this from all future tax rolls. Please abate all prior years.

Tax I. D. Number: 070011401

SEE ATTACHED

Roll Number(s): 900846	Year: 2015	Balance: $304.04
: 900868	Year: 2014	Balance: $319.14

Description of Property: MH 2000 KOMFORT 8X30
VIN# 1K53KFP21Y1023979

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

Friday, August 30, 2024

Navajo County Treasurer

Kari Lopez

P.O. Box 668

Holbrook, AZ 86025-0668

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

ncto@navajocountyaz.gov

Owner

WARREN FREDA JEANETTE

715 S MOON RD
APACHE JUNCTION AZ 85219

MH 2000 KOMFORT 8X31 VIN# 1K53KFP21Y1023979

Tax ID: 070011401

Figures below based on 09/30/2024

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2015	900846	Tax	$126.00	$0.00	$5.00	$174.72	$0.00	$305.72
2014	900868	Tax	$124.00	$0.00	$5.00	$191.78	$0.00	$320.78
2013	900887	Tax	$130.10	$0.00	$0.00	$0.00	$130.10	$0.00
2012	901550	Tax	$137.12	$0.00	$0.00	$0.00	$137.12	$0.00
2011	901589	Tax	$157.96	$0.00	$0.00	$0.00	$157.96	$0.00
2010	901107	Tax	$142.26	$0.00	$0.00	$0.00	$142.26	$0.00
2009	901195	Tax	$143.58	$0.00	$0.00	$0.00	$143.58	$0.00
2008	901266	Tax	$135.10	$0.00	$0.00	$0.00	$135.10	$0.00
2007	903992	Tax	$125.70	$0.00	$0.00	$0.00	$125.70	$0.00
			$1,221.82	**$0.00**	**$10.00**	**$366.50**	**$971.82**	**$626.50**

NAVAJO COUNTY ASSESSOR'S OFFICE
Navajo County Governmental Center
South Highway 77, PO Box 668 NC #35
Holbrook, Arizona 86025
(928) 524-4086
CAMMY DARRIS
ASSESSOR

Darlene Fraley
Chief Deputy Assessor

NOTICE OF CLAIM/DISPUTE

County: Navajo:

Freda J. Warren
715 South Moon Road
Apache Junction, AZ 85119-7536

Year: 2015

Parcel Number: M070011401

2015	Ratio	Legal Class
FCV: $11,182	10%	0401
FCV: $11,182	10%	0401
Assessor's Decision 2015:		
FCV: $0	10%	0401
FCV: $0	10%	0401

REASON: Unit removed from 2015 Navajo County tax rolls.

If you do not agree with all or part of the proposed correction, you may file with the County Board of Equalization within 30 days of this decision on the enclosed form. This form must be filed with the petition.

Navajo County Board of Supervisors
County Board of Equalization
PO Box 668
Holbrook, AZ 86025

11/3//2015
Date decision mailed

CD
Reviewed by

Cammy Darris
Assessor

Navajo County Sheriff's Office
"Keeping the Peace Since 1895"

David M. Clouse
Sheriff

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

Date: 08/27/2024

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 unit was removed several years prior. The Navajo County Assesors's Office has removed this from all future tax rolls. Please abate all prior years.

Tax I. D. Number: 030021801

SEE ATTACHED

Roll Number(s):	900315	Year: 2015	Balance: $238.78
:	900330	Year: 2014	Balance: $269.97
:	900338	Year: 2013	Balance: $273.31
:	901152	Year: 2012	Balance: $177.14

Description of Property: MH 1984 MODULINE 14X56
VIN# 105039

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

Friday, August 30, 2024

Navajo County Treasurer

Kari Lopez

P.O. Box 668

Holbrook, AZ 86025-0668

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

ncto@navajocountyaz.gov

Owner

MARTINEZ JOSE IVAN

PO BOX 2864
SHOW LOW AZ 85902

MH 1984 MODULINE 14X56 VIN# 105039

Tax ID: 030021801

Figures below based on 09/30/2024

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2015	900315	Tax	$98.50	$0.00	$5.00	$136.58	$0.00	$240.08
2014	900330	Tax	$104.20	$0.00	$5.00	$161.17	$0.00	$270.37
2013	900338	Tax	$99.62	$0.00	$5.00	$170.02	$0.00	$274.64
2012	901152	Tax	$90.24	$0.00	$5.00	$127.27	$44.53	$177.98
2011	901176	Tax	$78.04	$0.00	$5.00	$26.43	$109.47	$0.00
2010	900415	Tax	$84.02	$0.00	$0.00	$1.68	$85.70	$0.00
2009	900444	Tax	$93.84	$0.00	$0.00	$0.00	$93.84	$0.00
2008	900455	Tax	$93.32	$0.00	$0.00	$2.48	$95.80	$0.00
2007	902440	Tax	$92.80	$0.00	$0.00	$7.42	$100.22	$0.00
2006	902430	Tax	$96.30	$0.00	$5.00	$5.40	$106.70	$0.00
2005	902421	Tax	$98.16	$0.00	$0.00	$0.00	$98.16	$0.00
2004	902488	Tax	$99.76	$0.00	$5.00	$6.01	$110.77	$0.00
2003	902288	Tax	$101.66	$0.00	$5.00	$1.36	$108.02	$0.00
			$1,230.46	**$0.00**	**$40.00**	**$645.82**	**$953.21**	**$963.07**

Navajo County Sheriff's Office
"Keeping the Peace Since 1895"

David M. Clouse
Sheriff

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

Date: 08/27/2024

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 unit abandoned and then demolished.The Navajo County Assesors's Office has removed this from all future tax rolls. Please abate all prior years.

Tax I. D. Number: 860015001

SEE ATTACHED

Roll Number(s): 903076 Year: 2016 Balance: $85.13

Description of Property: MH 1975 TRAVELEZE 8X35
VIN# S26120

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

Friday, August 30, 2024

Navajo County Treasurer

Kari Lopez

P.O. Box 668

Holbrook, AZ 86025-0668

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

ncto@navajocountyaz.gov

Owner

WEINBRENNER TERESA ANN

8743 W CLARENDON AVE
PHOENIX AZ 85037-2654

MH 1975 TRAVELEZE 8X35 VIN# S26120

Tax ID: 860015001

Figures below based on 09/30/2024

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2016	903076	Tax	$36.20	$0.00	$5.00	$44.41	$0.00	$85.61
2015	902982	Tax	$36.14	$0.00	$0.00	$0.48	$36.62	$0.00
2014	902949	Tax	$37.08	$0.00	$5.00	$5.44	$47.52	$0.00
2013	902912	Tax	$33.26	$0.00	$5.00	$10.20	$48.46	$0.00
2012	902861	Tax	$31.24	$0.00	$5.00	$14.57	$50.81	$0.00
2011	902935	Tax	$33.28	$0.00	$5.00	$20.85	$59.13	$0.00
2010	903187	Tax	$35.74	$0.00	$5.00	$2.85	$43.59	$0.00
2009	903120	Tax	$37.56	$0.00	$0.00	$0.00	$37.56	$0.00
2008	903047	Tax	$37.34	$0.00	$0.00	$0.00	$37.34	$0.00
2007	903410	Tax	$36.72	$0.00	$0.00	$0.00	$36.72	$0.00
2006	903381	Tax	$37.62	$0.00	$0.00	$0.00	$37.62	$0.00
2005	900272	Tax	$38.88	$0.00	$5.00	$24.88	$68.76	$0.00
2004	900286	Tax	$35.58	$0.00	$5.00	$21.34	$61.92	$0.00
2003	900253	Tax	$35.84	$0.00	$0.00	$0.00	$35.84	$0.00
2002	900256	Tax	$42.56	$0.00	$0.00	$0.00	$42.56	$0.00
2001	900251	Tax	$44.78	$0.00	$0.00	$0.00	$44.78	$0.00
2000	1000281	Tax	$35.43	$0.00	$0.00	$0.00	$35.43	$0.00
1999	500421	Tax	$36.25	$0.00	$0.00	$0.00	$36.25	$0.00
1998	500447	Tax	$39.74	$0.00	$0.00	$0.00	$39.74	$0.00
1997	400379	Tax	$38.47	$0.00	$0.00	$0.00	$38.47	$0.00
1996	400376	Tax	$32.79	$0.00	$0.00	$0.00	$32.79	$0.00
			$772.50	**$0.00**	**$40.00**	**$145.02**	**$871.91**	**$85.61**

Navajo County Sheriff's Office
"Keeping the Peace Since 1895"

David M. Clouse
Sheriff

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

Date: 08/28/2024

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 home has verified not to reside within the jurisdiction of Navajo County per Arizona Motor Vehicle Division. The Navajo County Assessor's Office has removed from all future tax rolls. Please abate all prior years.

Tax I. D. Number: 120003201

SEE ATTACHED

Roll Number(s):	901302	Year: 2023	Balance: $115.03
:	901349	Year: 2022	Balance: $125.07
:	901399	Year: 2021	Balance: $160.46
:	901424	Year: 2020	Balance: $182.04

Description of Property: MH 2006 HOLIDAY RAMBLER 8X20
VIN# 1KB1B1M286E156319

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

Respectfully,

2223

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

Hard Copy

Friday, August 30, 2024

Navajo County Treasurer

Kari Lopez

P.O. Box 668

Holbrook, AZ 86025-0668

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

ncto@navajocountyaz.gov

Owner

MCGINNIS JOHN ORVILLE OR SAND MH 2006 HOLIDAY RAMBLER 8X32 VIN# 1KB1B1M286E156319

600 E SAGUARO DR UNIT 125
BENSON AZ 85602

Tax ID: 120003201

Figures below based on 09/30/2024

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2023	901302	Tax	$100.64	$0.00	$5.00	$10.73	$0.00	$116.37
2022	901349	Tax	$95.80	$0.00	$5.00	$25.55	$0.00	$126.35
2021	901399	Tax	$110.00	$0.00	$5.00	$46.94	$0.00	$161.94
2020	901424	Tax	$112.52	$0.00	$5.00	$66.02	$0.00	$183.54
2019	901459	Tax	$138.34	$0.00	$5.00	$103.29	$0.00	$246.63
2018	901490	Tax	$139.90	$0.00	$0.00	$0.00	$139.90	$0.00
2017	901549	Tax	$140.68	$0.00	$0.00	$0.00	$140.68	$0.00
2016	901615	Tax	$155.94	$0.00	$0.00	$0.00	$155.94	$0.00
2015	901666	Tax	$161.44	$0.00	$0.00	$0.00	$161.44	$0.00
2014	901729	Tax	$181.70	$0.00	$0.00	$0.00	$181.70	$0.00
2013	901802	Tax	$185.32	$0.00	$0.00	$0.00	$185.32	$0.00
2012	903784	Tax	$175.84	$0.00	$0.00	$0.00	$175.84	$0.00
			$1,698.12	**$0.00**	**$25.00**	**$252.53**	**$1,140.82**	**$834.83**

Navajo County Sheriff's Office
"Keeping the Peace Since 1895"

David M. Clouse
Sheriff

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

Date: 08/28/2024

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 home has verified not to reside within the jurisdiction of Navajo County per Arizona Motor Vehicle Division. The Navajo County Assessor's Office has removed from all future tax rolls. Please abate all prior years.

Tax I. D. Number: 180024201

SEE ATTACHED

Roll Number(s):	902007	Year: 2023	Balance: $100.27
:	902093	Year: 2022	Balance: $114.31
:	902175	Year: 2021	Balance: $132.96
:	902225	Year: 2020	Balance: $150.44

Description of Property: MH 2001 ARTIC 8X30
VIN# 4N11V292910113910

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

Friday, August 30, 2024

Navajo County Treasurer

Kari Lopez

P.O. Box 668

Holbrook, AZ 86025-0668

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

ncto@navajocountyaz.gov

Owner

DAMERON JAMES DOUGLAS III

8218 S 70TH DR
LAVEEN AZ 85339-3107

MH 2001 ARTIC 8X30 VIN# 4N11V292910113910

Tax ID: 180024201

Figures below based on 09/30/2024

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2023	902007	Tax	$87.14	$0.00	$5.00	$9.29	$0.00	$101.43
2022	902093	Tax	$87.22	$0.00	$5.00	$23.25	$0.00	$115.47
2021	902175	Tax	$90.54	$0.00	$5.00	$38.63	$0.00	$134.17
2020	902225	Tax	$92.44	$0.00	$5.00	$54.23	$0.00	$151.67
2019	902298	Tax	$90.18	$0.00	$5.00	$67.33	$0.00	$162.51
2018	902391	Tax	$90.20	$0.00	$5.00	$7.21	$102.41	$0.00
			$537.72	**$0.00**	**$30.00**	**$199.94**	**$102.41**	**$665.25**

Navajo County Sheriff's Office
"Keeping the Peace Since 1895"

David M. Clouse
Sheriff

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

Date: 08/28/2024

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 home has verified not to reside within the jurisdiction of Navajo County per Arizona Motor Vehicle Division. The Navajo County Assessor's Office has removed from all future tax rolls. Please abate all prior years.

Tax I. D. Number: 190010301

SEE ATTACHED

Roll Number(s):	902087	Year: 2023	Balance: $616.61
:	902178	Year: 2022	Balance: $683.51
:	902265	Year: 2021	Balance: $893.05
:	902321	Year: 2020	Balance: $1014.79

Description of Property: MH 2017 MADE CUSTOM 12X33
VIN# 1A9T1BM49HN992824

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

Respectfully,

2223

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

Hard Copy

Friday, August 30, 2024

Navajo County Treasurer

Kari Lopez

P.O. Box 668

Holbrook, AZ 86025-0668

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

ncto@navajocountyaz.gov

Owner

LUX TINY

PO BOX 1507
SHOW LOW AZ 85902-1507

MH 2017 MADE CUSTOM 12X33 VIN# 1A9T1BM49HN992824

Tax ID: 190010301

Figures below based on 09/30/2024

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2023	902087	Tax	$559.40	$0.00	$5.00	$59.67	$0.00	$624.07
2022	902178	Tax	$541.36	$0.00	$5.00	$144.36	$0.00	$690.72
2021	902265	Tax	$628.34	$0.00	$5.00	$268.09	$0.00	$901.43
2020	902321	Tax	$641.82	$0.00	$5.00	$376.53	$0.00	$1,023.35
2019	902403	Tax	$675.96	$0.00	$5.00	$504.72	$0.00	$1,185.68
			$3,046.88	**$0.00**	**$25.00**	**$1,353.37**	**$0.00**	**$4,425.25**

Navajo County Sheriff's Office
"Keeping the Peace Since 1895"

David M. Clouse
Sheriff

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

Date: 08/28/2024

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 home has verified not to reside within the jurisdiction of Navajo County per Arizona Motor Vehicle Division. The Navajo County Assessor's Office has removed from all future tax rolls. Please abate all prior years.

Tax I. D. Number: 170010801

SEE ATTACHED

Roll Number(s):	901814	Year: 2023	Balance: $96.16
:	901889	Year: 2022	Balance: $108.83
:	901957	Year: 2021	Balance: $128.04
:	901997	Year: 2020	Balance: $139.99

Description of Property: MH 1987 CAVCO 11X34
VIN# CAVAZD8600602

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

Friday, August 30, 2024

Navajo County Treasurer

Kari Lopez

P.O. Box 668

Holbrook, AZ 86025-0668

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

ncto@navajocountyaz.gov

Owner

WOOTEN DONALD RICHARD

PO BOX 487
MORRISTOWN AZ 85342-0487

MH 1987 CAVCO 11X34 VIN# CAVAZD8600602

Tax ID: 170010801

Figures below based on 09/30/2024

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2023	901814	Tax	$83.38	$0.00	$5.00	$8.89	$0.00	$97.27
2022	901889	Tax	$82.84	$0.00	$5.00	$22.09	$0.00	$109.93
2021	901957	Tax	$87.06	$0.00	$5.00	$37.14	$0.00	$129.20
2020	901997	Tax	$85.80	$0.00	$5.00	$50.33	$0.00	$141.13
2019	902058	Tax	$89.86	$0.00	$5.00	$67.09	$0.00	$161.95
2018	902124	Tax	$89.96	$0.00	$5.00	$81.56	$0.00	$176.52
2017	902218	Tax	$86.60	$0.00	$5.00	$92.37	$0.00	$183.97
			$605.50	**$0.00**	**$35.00**	**$359.47**	**$0.00**	**$999.97**

Navajo County Sheriff's Office
"Keeping the Peace Since 1895"

David M. Clouse
Sheriff

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

Date: 08/28/2024

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 home has verified not to reside within the jurisdiction of Navajo County per Arizona Motor Vehicle Division. The Navajo County Assessor's Office has removed from all future tax rolls. Please abate all prior years.

Tax I. D. Number: 13006801

SEE ATTACHED

Roll Number(s):	901474	Year: 2023	Balance: $94.43
:	901528	Year: 2022	Balance: $101.08
:	901583	Year: 2021	Balance: $133.16
:	901614	Year: 2020	Balance: $151.20

Description of Property: MH 1978 ARIZONA/UNITED 14X56
VIN# UMH082619

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

Friday, August 30, 2024

Navajo County Treasurer

Kari Lopez

P.O. Box 668

Holbrook, AZ 86025-0668

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

ncto@navajocountyaz.gov

Owner

CONTRERAS CARLOS

2437 E POPLAR DR 23
PINETOP AZ 85935-7367

MH 1978 ARIZONA/UNITED MOBILE HOME 14X56 VIN# UMH082619

Tax ID: 130016801

Figures below based on 09/30/2024

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2023	901474	Tax	$81.80	$0.00	$5.00	$8.73	$0.00	$95.53
2022	901528	Tax	$76.66	$0.00	$5.00	$20.44	$0.00	$102.10
2021	901583	Tax	$90.68	$0.00	$5.00	$38.69	$0.00	$134.37
2020	901614	Tax	$92.92	$0.00	$5.00	$54.51	$0.00	$152.43
2019	901653	Tax	$97.84	$0.00	$5.00	$73.05	$0.00	$175.89
2018	901695	Tax	$99.34	$0.00	$5.00	$90.07	$0.00	$194.41
2017	901763	Tax	$99.74	$0.00	$5.00	$106.39	$0.00	$211.13
2016	901850	Tax	$89.38	$0.00	$5.00	$109.64	$0.00	$204.02
2015	901912	Tax	$93.26	$0.00	$5.00	$129.33	$0.00	$227.59
2014	901991	Tax	$93.86	$0.00	$5.00	$145.17	$0.00	$244.03
2013	902097	Tax	$91.64	$0.00	$5.00	$156.40	$0.00	$253.04
			$1,007.12	**$0.00**	**$55.00**	**$932.42**	**$0.00**	**$1,994.54**

Navajo County Sheriff's Office
"Keeping the Peace Since 1895"

David M. Clouse
Sheriff

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

Date: 08/28/2024

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 home has verified not to reside within the jurisdiction of Navajo County per Arizona Motor Vehicle Division. The Navajo County Assessor's Office has removed from all future tax rolls. Please abate all prior years.

Tax I. D. Number: 100004601

SEE ATTACHED

Roll Number(s):	901069	Year: 2023	Balance: $120.72
:	901105	Year: 2022	Balance: $137.78
:	901146	Year: 2021	Balance: $160.46
:	901167	Year: 2020	Balance: $181.65

Description of Property: MH 1984 HOLIDAY RAMBLER 8X40
VIN# 1KB351V48EW000743

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

Respectfully,

2223

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

Hard Copy

Friday, August 30, 2024

Navajo County Treasurer

Kari Lopez

P.O. Box 668

Holbrook, AZ 86025-0668

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

ncto@navajocountyaz.gov

Owner

PRICE MARK CAESAR

PO BOX 558
OVERGAARD AZ 85933-0558

MH 1984 HOLIDAY RAMBLER 8X40 VIN# 1KB351V48EW000743

Tax ID: 100004601

Figures below based on 09/30/2024

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2023	901069	Tax	$105.84	$0.00	$5.00	$11.29	$0.00	$122.13
2022	901105	Tax	$105.94	$0.00	$5.00	$28.25	$0.00	$139.19
2021	901146	Tax	$110.00	$0.00	$5.00	$46.94	$0.00	$161.94
2020	901167	Tax	$112.28	$0.00	$5.00	$65.87	$0.00	$183.15
2019	901198	Tax	$109.56	$0.00	$5.00	$81.80	$0.00	$196.36
2018	901222	Tax	$109.56	$0.00	$5.00	$99.34	$0.00	$213.90
2017	901268	Tax	$110.76	$0.00	$5.00	$118.15	$0.00	$233.91
2016	901315	Tax	$110.62	$0.00	$5.00	$135.69	$0.00	$251.31
2015	901345	Tax	$107.84	$0.00	$5.00	$149.54	$0.00	$262.38
2014	901389	Tax	$112.04	$0.00	$5.00	$173.29	$0.00	$290.33
2013	901442	Tax	$103.42	$0.00	$5.00	$176.50	$0.00	$284.92
2012	901454	Tax	$103.22	$0.00	$0.00	$0.00	$103.22	$0.00
2011	901482	Tax	$101.36	$0.00	$0.00	$3.38	$104.74	$0.00
2010	901843	Tax	$97.22	$0.00	$5.00	$6.49	$108.71	$0.00
			$1,499.66	**$0.00**	**$60.00**	**$1,096.53**	**$316.67**	**$2,339.52**

Navajo County Sheriff's Office
"Keeping the Peace Since 1895"

David M. Clouse
Sheriff

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

Date: 08/28/2024

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 home has verified not to reside within the jurisdiction of Navajo County per Arizona Motor Vehicle Division. The Navajo County Assessor's Office has removed from all future tax rolls. Please abate all prior years.

Tax I. D. Number: 190015601

SEE ATTACHED

Roll Number(s):	902119	Year: 2023	Balance: $432.08
:	902211	Year: 2022	Balance: $507.27
:	902305	Year: 2021	Balance: $607.47
:	902363	Year: 2020	Balance: $607.47

Description of Property: MH 2013 BIGHO 8X35
VIN# 5SFBG3820DE262070

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

Friday, August 30, 2024

Navajo County Treasurer

Kari Lopez

P.O. Box 668

Holbrook, AZ 86025-0668

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

ncto@navajocountyaz.gov

Owner

KUDLA CAROLINE R OR MITCHELL MH 2013 BIGHO 8X35 VIN# 5SFBG3820DE262070

3110 E COUNTY DOWN DR
CHANDLER AZ 85249-9039

Tax ID: 190015601

Figures below based on 09/30/2024

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2023	902119	Tax	$390.62	$0.00	$5.00	$41.67	$0.00	$437.29
2022	902211	Tax	$400.74	$0.00	$5.00	$106.87	$0.00	$512.61
2021	902305	Tax	$426.28	$0.00	$5.00	$181.88	$0.00	$613.16
2020	902363	Tax	$440.24	$0.00	$0.00	$0.00	$440.24	$0.00
2019	902450	Tax	$444.78	$0.00	$5.00	$332.11	$0.00	$781.89
			$2,102.66	**$0.00**	**$20.00**	**$662.53**	**$440.24**	**$2,344.95**

Navajo County Sheriff's Office
"Keeping the Peace Since 1895"

David M. Clouse
Sheriff

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

Date: 08/28/2024

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

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Tax I. D. Number: 508245402

SEE ATTACHED

Roll Number(s):	903014	Year: 2023	Balance: $48.56
:	902903	Year: 2022	Balance: $56.31
:	902971	Year: 2018	Balance: $312.70
:	902654	Year: 2017	Balance: $338.62

Description of Property: MH 1978 LAGUNA 14X70
VIN# 80047

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

Friday, August 30, 2024

Navajo County Treasurer

Kari Lopez

P.O. Box 668

Holbrook, AZ 86025-0668

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

ncto@navajocountyaz.gov

Owner

PEABODY COAL COMPANY

701 MARKET ST STE 700
SAINT LOUIS MO 63101-1826

MH 1978 LAGUNA 14X70 VIN# 80047

Tax ID: 508245402

Figures below based on 09/30/2024

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2023	903014	Tax	$39.84	$0.00	$5.00	$4.25	$0.00	$49.09
2022	902903	Tax	$40.94	$0.00	$5.00	$10.92	$0.00	$56.86
2021	902977	Tax	$48.80	$0.00	$0.00	$0.00	$48.80	$0.00
2020	902836	Tax	$49.78	$0.00	$0.00	$0.00	$49.78	$0.00
2019	902867	Tax	$162.04	$0.00	$0.00	$0.00	$162.04	$0.00
2018	902771	Tax	$162.52	$0.00	$5.00	$147.36	$0.00	$314.88
2017	902654	Tax	$162.48	$0.00	$5.00	$173.32	$0.00	$340.80
2016	902637	Tax	$136.32	$0.00	$5.00	$167.22	$0.00	$308.54
2015	902532	Tax	$133.00	$0.00	$0.00	$0.00	$133.00	$0.00
2014	902485	Tax	$175.90	$0.00	$0.00	$0.00	$175.90	$0.00
2013	902437	Tax	$182.16	$0.00	$0.00	$0.00	$182.16	$0.00
2012	900090	Tax	$186.08	$0.00	$0.00	$0.00	$186.08	$0.00
2011	900068	Tax	$202.78	$0.00	$0.00	$0.00	$202.78	$0.00
2010	902595	Tax	$266.28	$0.00	$0.00	$0.00	$266.28	$0.00
2009	902517	Tax	$288.06	$0.00	$0.00	$0.00	$288.06	$0.00
2008	902434	Tax	$282.30	$0.00	$0.00	$0.00	$282.30	$0.00
2007	902884	Tax	$157.36	$0.00	$0.00	$0.00	$157.36	$0.00
2006	902860	Tax	$283.66	$0.00	$0.00	$0.00	$283.66	$0.00
2005	902839	Tax	$333.30	$0.00	$0.00	$0.00	$333.30	$0.00
2004	902916	Tax	$298.52	$0.00	$0.00	$0.00	$298.52	$0.00
2003	902679	Tax	$284.52	$0.00	$5.00	$235.20	$524.72	$0.00
2002	902606	Tax	$216.06	$0.00	$0.00	$0.00	$216.06	$0.00
2001	902601	Tax	$258.16	$0.00	$0.00	$0.00	$258.16	$0.00
2000	1002829	Tax	$74.53	$0.00	$0.00	$0.00	$74.53	$0.00
1999	504213	Tax	$227.08	$0.00	$0.00	$0.00	$227.08	$0.00
1998	504580	Tax	$226.32	$0.00	$0.00	$0.00	$226.32	$0.00
1997	403943	Tax	$305.86	$0.00	$0.00	$0.00	$305.86	$0.00
1996	404012	Tax	$10.01	$0.00	$0.00	$0.00	$10.01	$0.00
			$5,194.66	**$0.00**	**$30.00**	**$738.27**	**$4,892.76**	**$1,070.17**

Navajo County Sheriff's Office
"Keeping the Peace Since 1895"

David M. Clouse
Sheriff

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

Date: 08/28/2024

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

Greetings,

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Tax I. D. Number: 100007401

SEE ATTACHED

Roll Number(s):	901076	Year: 2023	Balance: $39.57
:	901112	Year: 2022	Balance: $42.12
:	901153	Year: 2021	Balance: $54.50
:	901174	Year: 2020	Balance: $61.52

Description of Property: MH 1971 FIESTA 12X44
VIN# KBPR90506

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

Friday, August 30, 2024

Navajo County Treasurer

Kari Lopez

P.O. Box 668

Holbrook, AZ 86025-0668

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

ncto@navajocountyaz.gov

Owner

ROJAS JAVIER

3316 HARMONY AVE
LAKESIDE AZ 85929

1971 FIESTA 12X44 VIN# KBPR90506

Tax ID: 100007401

Figures below based on 09/30/2024

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2023	901076	Tax	$31.62	$0.00	$5.00	$3.37	$0.00	$39.99
2022	901112	Tax	$29.62	$0.00	$5.00	$7.90	$0.00	$42.52
2021	901153	Tax	$35.02	$0.00	$5.00	$14.94	$0.00	$54.96
2020	901174	Tax	$35.92	$0.00	$5.00	$21.07	$0.00	$61.99
2019	901205	Tax	$37.84	$0.00	$5.00	$28.25	$0.00	$71.09
2018	901229	Tax	$38.40	$0.00	$5.00	$34.82	$0.00	$78.22
2017	901276	Tax	$38.56	$0.00	$5.00	$41.13	$0.00	$84.69
2016	901324	Tax	$34.56	$0.00	$5.00	$42.40	$0.00	$81.96
2015	901355	Tax	$34.34	$0.00	$5.00	$47.62	$0.00	$86.96
2014	901400	Tax	$34.58	$0.00	$5.00	$53.48	$0.00	$93.06
2013	901453	Tax	$32.34	$0.00	$5.00	$55.19	$0.00	$92.53
2012	903742	Tax	$28.66	$0.00	$5.00	$43.85	$40.00	$37.51
2011	903783	Tax	$27.42	$0.00	$5.00	$55.57	$0.00	$87.99
2010	901863	Tax	$26.28	$0.00	$5.00	$57.47	$0.00	$88.75
			$465.16	**$0.00**	**$70.00**	**$507.06**	**$40.00**	**$1,002.22**

Navajo County Sheriff's Office
"Keeping the Peace Since 1895"

David M. Clouse
Sheriff

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

Date: 08/28/2024

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

Greetings,

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Tax I. D. Number: 190015501

SEE ATTACHED

Roll Number(s):	902118	Year: 2023	Balance: $864.28
:	902210	Year: 2022	Balance: $994.40
:	902304	Year: 2021	Balance: $1191.77
:	902362	Year: 2020	Balance: $1369.59

Description of Property: MH 2013 REDWOOD 8X36
VIN# 4V0FC3621D4003170

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

Respectfully,

2223

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

Hard Copy

Friday, August 30, 2024

Navajo County Treasurer

Kari Lopez

P.O. Box 668

Holbrook, AZ 86025-0668

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

ncto@navajocountyaz.gov

Owner

GOENS TERESA S

PO BOX 244
OVERGAARD AZ 85933-0244

MH 2013 REDWO 8X36 VIN# 4V0FC3621D4003170

Tax ID: 190015501

Figures below based on 09/30/2024

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2023	902118	Tax	$769.46	$0.00	$5.00	$82.08	$0.00	$856.54
2022	902210	Tax	$789.42	$0.00	$5.00	$210.51	$0.00	$1,004.93
2021	902304	Tax	$839.70	$0.00	$5.00	$358.27	$0.00	$1,202.97
2020	902362	Tax	$867.32	$0.00	$5.00	$508.83	$0.00	$1,381.15
2019	902449	Tax	$876.12	$0.00	$5.00	$654.17	$0.00	$1,535.29
			$4,142.02	**$0.00**	**$25.00**	**$1,813.86**	**$0.00**	**$5,980.88**

Navajo County Sheriff's Office
"Keeping the Peace Since 1895"

David M. Clouse
Sheriff

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

Date: 08/28/2024

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

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Tax I. D. Number: 970068801

SEE ATTACHED

Roll Number(s):	904260	Year: 2023	Balance: $213.92
:	904181	Year: 2022	Balance: $246.79
:	904270	Year: 2021	Balance: $298.92
:		Year:	Balance:

Description of Property: MH 1996 NEW MOO 16X80
VIN# 13516448

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

Respectfully,

2223

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

Hard Copy

Friday, August 30, 2024

Navajo County Treasurer

Kari Lopez

P.O. Box 668

Holbrook, AZ 86025-0668

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

ncto@navajocountyaz.gov

Owner

BALDWIN PALMER REALA

522 E IOWA ST LOT 22
HOLBROOK AZ 86025-2717

MH 1996 NEW MOON/REDMAN 16X80 VIN# 13516448

Tax ID: 970068801

Figures below based on 09/30/2024

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2023	904260	Tax	$191.08	$0.00	$5.00	$20.38	$0.00	$216.46
2022	904181	Tax	$192.92	$0.00	$5.00	$51.44	$0.00	$249.36
2021	904270	Tax	$207.96	$0.00	$5.00	$88.73	$0.00	$301.69
2020	904149	Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2019	904205	Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2018	904117	Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2017	904028	Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2016	904044	Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2015	903964	Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2014	903949	Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2013	903921	Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2012	900679	Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2011	900688	Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2010	904358	Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2009	904333	Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2008	904285	Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2007	902830	Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2006	902804	Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2005	902787	Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2004	902857	Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2003	902626	Tax	$4.20	$0.00	$0.00	$0.00	$4.20	$0.00
2002	902555	Tax	$46.62	$0.00	$0.00	$0.00	$46.62	$0.00
2001	902549	Tax	$45.68	$0.00	$0.00	$0.00	$45.68	$0.00
2000	1002767	Tax	$49.41	$0.00	$0.00	$0.00	$49.41	$0.00
1999	504127	Tax	$186.91	$0.00	$0.00	$0.00	$186.91	$0.00
1998	504501	Tax	$314.60	$0.00	$0.00	$0.00	$314.60	$0.00
1997	1200899	Tax	$319.28	$0.00	$0.00	$0.00	$319.28	$0.00
			$1,558.66	**$0.00**	**$15.00**	**$160.55**	**$966.70**	**$767.51**

Navajo County Sheriff's Office
"Keeping the Peace Since 1895"

David M. Clouse
Sheriff

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

Date: 08/28/2024

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

Greetings,

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Tax I. D. Number: 190020901

SEE ATTACHED

Roll Number(s):	902152	Year: 2023	Balance: $85.09
:	902247	Year: 2022	Balance: $106.42
:	902342	Year: 2021	Balance: $131.44
:	902402	Year: 2020	Balance: $153.17

Description of Property: MH 2000 FORES 8X32
VIN# 4X4FCAH22YG075504

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

Respectfully,

2223

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

Hard Copy

Friday, August 30, 2024

Navajo County Treasurer

Kari Lopez

P.O. Box 668

Holbrook, AZ 86025-0668

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

ncto@navajocountyaz.gov

Owner

MABBITT MICHAEL JAMES OR LA

PO BOX 191
CLAYPOOL AZ 85532-0191

MH 2000 FORES 8X32 VIN# 4X4FCAH22YG075504

Tax ID: 190020901

Figures below based on 09/30/2024

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2023	902152	Tax	$73.26	$0.00	$5.00	$7.81	$0.00	$86.07
2022	902247	Tax	$80.92	$0.00	$5.00	$21.58	$0.00	$107.50
2021	902342	Tax	$89.46	$0.00	$5.00	$38.17	$0.00	$132.63
2020	902402	Tax	$94.18	$0.00	$5.00	$55.25	$0.00	$154.43
2019	902495	Tax	$96.96	$0.00	$5.00	$72.40	$0.00	$174.36
			$434.78	**$0.00**	**$25.00**	**$195.21**	**$0.00**	**$654.99**

Navajo County Sheriff's Office
"Keeping the Peace Since 1895"

David M. Clouse
Sheriff

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www.navajocountyaz.gov

Date: 08/28/2024

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

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Tax I. D. Number: 940000601

SEE ATTACHED

Roll Number(s):	903937	Year: 2023	Balance: $100.60
:	903851	Year: 2022	Balance: $113.03
:	903936	Year: 2021	Balance: $137.40
:	903812	Year: 2020	Balance: $151.76

Description of Property: MH 1985 PALM HARBOR 14X70
VIN# AS13267

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

Respectfully,

2223

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

Hard Copy

Friday, August 30, 2024

Navajo County Treasurer

Kari Lopez

P.O. Box 668

Holbrook, AZ 86025-0668

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

ncto@navajocountyaz.gov

Owner

BEGAYE NORMAN OR SARAH M

PO BOX 647
SHOW LOW AZ 85902-0647

MH 1985 PALM HARBOR 14X70 VIN# AS13267* 19,591

Tax ID: 940000601

Figures below based on 09/30/2024

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2023	903937	Tax	$87.44	$0.00	$5.00	$9.32	$0.00	$101.76
2022	903851	Tax	$86.20	$0.00	$5.00	$22.99	$0.00	$114.19
2021	903936	Tax	$93.68	$0.00	$5.00	$39.97	$0.00	$138.65
2020	903812	Tax	$93.28	$0.00	$5.00	$54.73	$0.00	$153.01
2019	903859	Tax	$99.84	$0.00	$5.00	$74.55	$0.00	$179.39
2018	903770	Tax	$101.16	$0.00	$5.00	$4.85	$111.01	$0.00
2017	903675	Tax	$96.80	$0.00	$0.00	$0.00	$96.80	$0.00
2016	903683	Tax	$102.26	$0.00	$0.00	$4.77	$107.03	$0.00
2015	903602	Tax	$108.40	$0.00	$0.00	$5.06	$113.46	$0.00
2014	903578	Tax	$111.40	$0.00	$5.00	$7.43	$123.83	$0.00
2013	903544	Tax	$119.76	$0.00	$0.00	$4.79	$124.55	$0.00
2012	901684	Tax	$111.02	$0.00	$0.00	$5.18	$116.20	$0.00
2011	901733	Tax	$110.74	$0.00	$5.00	$7.39	$123.13	$0.00
2010	903921	Tax	$119.46	$0.00	$0.00	$6.37	$125.83	$0.00
2009	903881	Tax	$120.50	$0.00	$0.00	$6.42	$126.92	$0.00
2008	903825	Tax	$113.82	$0.00	$0.00	$6.07	$119.89	$0.00
2007	900239	Tax	$94.10	$0.00	$0.00	$8.78	$102.88	$0.00
2006	900247	Tax	$115.30	$0.00	$0.00	$4.61	$119.91	$0.00
2005	900238	Tax	$126.18	$0.00	$0.00	$6.73	$132.91	$0.00
2004	900252	Tax	$118.40	$0.00	$0.00	$4.74	$123.14	$0.00
2003	900221	Tax	$125.22	$0.00	$0.00	$6.67	$131.89	$0.00
2002	900223	Tax	$124.84	$0.00	$5.00	$6.66	$136.50	$0.00
2001	900217	Tax	$122.38	$0.00	$5.00	$8.16	$135.54	$0.00
2000	1000245	Tax	$98.29	$0.00	$0.00	$0.00	$98.29	$0.00
1999	500369	Tax	$116.02	$0.00	$0.00	$0.00	$116.02	$0.00
1998	500398	Tax	$125.29	$0.00	$0.00	$0.00	$125.29	$0.00
1997	400344	Tax	$110.63	$0.00	$0.00	$0.00	$110.63	$0.00
1996	400336	Tax	$116.47	$0.00	$0.00	$0.00	$116.47	$0.00
			$3,068.88	**$0.00**	**$50.00**	**$306.24**	**$2,738.12**	**$687.00**

Navajo County Sheriff's Office
"Keeping the Peace Since 1895"

David M. Clouse
Sheriff

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

Date: 08/28/2024

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 home has verified not to reside within the jurisdiction of Navajo County per a field check from the Navajo County Assessor's Office. The Navajo County Assessor's Office has removed from all future tax rolls. Please abate all prior years.

Tax I. D. Number: 110002401

SEE ATTACHED

Roll Number(s):	901242	Year: 2022	Balance: $235.72
:	901289	Year: 2021	Balance: $266.46
:	901312	Year: 2020	Balance: $284.71
:	901345	Year: 2019	Balance: $315.47

Description of Property: MH 2008 HYLINER 8X40
VIN# 19LBA02U48A084907

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

Respectfully,

2223

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

Hard Copy

Friday, August 30, 2024

Navajo County Treasurer

Kari Lopez

P.O. Box 668

Holbrook, AZ 86025-0668

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

ncto@navajocountyaz.gov

Owner

HUDIBURGH CHARLES W & RENEE :
C/O GORDON ULYSES OR TUCCY AI
20 E WHITE MTN BLVD STE A5 #139
LAKESIDE AZ 85929

MH 2008 HYLINER 8X40 VIN# 19LBA02U48A084907

Tax ID: 110002401

Figures below based on 09/30/2024

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2022	901242	Tax	$184.08	$0.00	$5.00	$49.09	$0.00	$238.17
2021	901289	Tax	$185.00	$0.00	$5.00	$78.94	$0.00	$268.94
2020	901312	Tax	$177.78	$0.00	$5.00	$104.29	$0.00	$287.07
2019	901345	Tax	$179.12	$0.00	$5.00	$133.74	$0.00	$317.86
2018	901373	Tax	$182.48	$0.00	$5.00	$165.44	$0.00	$352.92
2017	901426	Tax	$183.50	$0.00	$5.00	$195.74	$0.00	$384.24
2016	901489	Tax	$185.96	$0.00	$5.00	$228.11	$0.00	$419.07
2015	901536	Tax	$190.54	$0.00	$5.00	$264.22	$0.00	$459.76
2014	901588	Tax	$194.20	$0.00	$5.00	$300.37	$0.00	$499.57
2013	901650	Tax	$195.96	$0.00	$5.00	$334.44	$0.00	$535.40
2012	900786	Tax	$196.76	$0.00	$0.00	$0.00	$196.76	$0.00
2011	900802	Tax	$164.62	$0.00	$0.00	$0.00	$164.62	$0.00
			$2,220.00	**$0.00**	**$50.00**	**$1,854.38**	**$361.38**	**$3,763.00**

Navajo County Sheriff's Office
"Keeping the Peace Since 1895"

David M. Clouse
Sheriff

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

Date: 08/28/2024

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 amember of the Navajo Nation and resides on the Navajo Nation Indian Reservation. The Navajo County Assessor's Office has removed from all future tax rolls. Please abate all prior years.

Tax I. D. Number: 120012001

SEE ATTACHED

Roll Number(s):	901342	Year: 2023	Balance: $56.13
:	901392	Year: 2022	Balance: $64.58
:	901443	Year: 2021	Balance: $84.20
:	901469	Year: 2020	Balance: $96.41

Description of Property: MH 1993 HABOR HOUSE 16X56
VIN# AS19875HH

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

Friday, August 30, 2024

Navajo County Treasurer

Kari Lopez

P.O. Box 668

Holbrook, AZ 86025-0668

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

ncto@navajocountyaz.gov

Owner

YOUNG ALVIN

PO BOX 2489
KAYENTA AZ 86033-2489

MH 1993 HARBOR HOUSE 16X56 VIN# AS19875HH

Tax ID: 120012001

Figures below based on 09/30/2024

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2023	901342	Tax	$46.76	$0.00	$5.00	$4.99	$0.00	$56.75
2022	901392	Tax	$47.54	$0.00	$5.00	$12.68	$0.00	$65.22
2021	901443	Tax	$56.04	$0.00	$5.00	$23.91	$0.00	$84.95
2020	901469	Tax	$58.10	$0.00	$5.00	$34.08	$0.00	$97.18
2019	901505	Tax	$192.32	$0.00	$5.00	$143.60	$0.00	$340.92
2018	901538	Tax	$196.08	$0.00	$5.00	$177.78	$0.00	$378.86
2017	901598	Tax	$196.02	$0.00	$5.00	$209.08	$0.00	$410.10
2016	901671	Tax	$167.10	$0.00	$5.00	$204.98	$0.00	$377.08
2015	901723	Tax	$152.42	$0.00	$5.00	$211.36	$0.00	$368.78
2014	901788	Tax	$201.96	$0.00	$5.00	$312.36	$0.00	$519.32
2013	901864	Tax	$195.68	$0.00	$5.00	$333.96	$0.00	$534.64
2012	900066	Tax	$191.02	$0.00	$5.00	$356.57	$0.00	$552.59
			$1,701.04	**$0.00**	**$60.00**	**$2,025.35**	**$0.00**	**$3,786.39**

Navajo County Sheriff's Office
"Keeping the Peace Since 1895"

David M. Clouse
Sheriff

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

Date: 08/28/2024

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 Navajo County Assesors Office has confirmed the unit has been removed. The unit is now in an uknown location. The Navajo County Assessor's Office has removed from all future tax rolls. Please abate all prior years.

Tax I. D. Number: 840048501

SEE ATTACHED

Roll Number(s):	903154	Year: 2020	Balance: $478.58
:	903188	Year: 2019	Balance: $516.58

Description of Property: MH 1984 FUQUA 26X46
VIN# FH419699U84&X84

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

Friday, August 30, 2024

Navajo County Treasurer

Kari Lopez

P.O. Box 668

Holbrook, AZ 86025-0668

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

ncto@navajocountyaz.gov

Owner

WESTERN LUMBER & MILLWORK L MH 1984 FUQUA/CAREFREE 24X64 VIN# FH419699U84&X84

PO BOX 3
SNOWFLAKE AZ 85937-0003

Tax ID: 840048501

Figures below based on 09/30/2024

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2020	903154	Tax	$301.00	$0.00	$5.00	$176.58	$0.00	$482.58
2019	903188	Tax	$295.14	$0.00	$5.00	$220.37	$0.00	$520.51
2018	903096	Tax	$307.00	$0.00	$0.00	$0.00	$307.00	$0.00
2017	902988	Tax	$314.96	$0.00	$5.00	$42.00	$361.96	$0.00
2016	902978	Tax	$342.52	$0.00	$5.00	$100.48	$448.00	$0.00
2015	902883	Tax	$331.58	$0.00	$5.00	$26.52	$363.10	$0.00
2014	902847	Tax	$337.28	$0.00	$5.00	$33.73	$376.01	$0.00
2013	902809	Tax	$358.24	$0.00	$5.00	$143.29	$506.53	$0.00
2012	900889	Tax	$360.42	$0.00	$5.00	$201.84	$567.26	$0.00
2011	900908	Tax	$374.26	$0.00	$5.00	$269.47	$648.73	$0.00
2010	903069	Tax	$309.54	$0.00	$5.00	$272.40	$586.94	$0.00
2009	903001	Tax	$418.10	$0.00	$5.00	$453.02	$876.12	$0.00
2008	902925	Tax	$379.60	$0.00	$5.00	$40.49	$425.09	$0.00
2007	904043	Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2006	904022	Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2005	904030	Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2004	904161	Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
1999	505922	Tax	$156.87	$0.00	$0.00	$0.00	$156.87	$0.00
1998	506364	Tax	$155.42	$0.00	$0.00	$0.00	$155.42	$0.00
1997	405567	Tax	$154.41	$0.00	$0.00	$0.00	$154.41	$0.00
1996	405667	Tax	$162.99	$0.00	$0.00	$0.00	$162.99	$0.00
			$5,059.33	**$0.00**	**$60.00**	**$1,980.19**	**$6,096.43**	**$1,003.09**

Navajo County Sheriff's Office
"Keeping the Peace Since 1895"

David M. Clouse
Sheriff

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

Date: 08/28/2024

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 Navajo County Assesors Office has confirmed the unit burnt down. The Navajo County Assessor's Office has removed from all future tax rolls. Please abate all prior years.

Tax I. D. Number: 130016501

SEE ATTACHED

Roll Number(s):	901762	Year: 2017	Balance: $246.97
:	901849	Year: 2016	Balance: $265.42

Description of Property: MH 1997 FLEETWOOD 13X70
VIN# TXFLV12A78315FD12

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

Respectfully,

2223

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

Hard Copy

Friday, August 30, 2024

Navajo County Treasurer

Kari Lopez

P.O. Box 668

Holbrook, AZ 86025-0668

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

ncto@navajocountyaz.gov

Owner

FAUST SHEENA &/OR OHLSON JUL

PO BOX 3172
OVERGAARD AZ 85933-3172

MH 1997 FLEETWOOD 13X70 VIN# TXFLV12A78315FD12

Tax ID: 130016501

Figures below based on 09/30/2024

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2017	901762	Tax	$117.84	$0.00	$5.00	$125.69	$0.00	$248.53
2016	901849	Tax	$117.66	$0.00	$5.00	$144.33	$0.00	$266.99
2015	901910	Tax	$115.52	$0.00	$5.00	$10.78	$131.30	$0.00
2014	901989	Tax	$121.28	$0.00	$5.00	$15.37	$141.65	$0.00
2013	902095	Tax	$111.92	$0.00	$5.00	$17.91	$134.83	$0.00
			$584.22	**$0.00**	**$25.00**	**$314.08**	**$407.78**	**$515.52**

Board of Supervisors Regular **1. k.**

Meeting Date: 09/24/2024

Title: Name an unnamed existing road in the Linden/Show Low Area _Dist IV to "Peach Tree Lane"

Submitted For: Madhav Mundle, Public Works Director

Submitted By: Melanie Sleeper, GIS/E911 Addressing/ROW Analysis

Department: Public Works

Motion before the Board:

Name an existing unnamed road in the "Linden / Show Low" area as "Peach Tree Lane" in Section 5, Township 10 North, Range 21 East in District IV

Background:

The District IV road is located within Section 5, Township 10 North, Range 21 East with easements granted per Survey 2021-11396 and Docket 46, Page 8 (2004-24626) on map 3-09. Please refer to the attached items request for more details.

Currently, this road serves 3 properties. All 3 property owners have started the building process. To effectively address for Emergency Services / E911, an access road should be named when 3 or more of the property owners are using the same access.

"Peach Tree Lane" was the street name selected and supported by all the adjacent property owners, with all 4 signing the petition. This road extends from School House Lane and is not County Maintained.

Fiscal Impact

Fiscal Year: 2024

Budgeted Y/N: N

Amount Requested:

Fiscal Impact:

NO FISCAL IMPACT IS EXPECTED.

Attachments

Consent

Cad Map

Cad Map
GIS Map
Survey
Petitions

Form Review

Inbox	Reviewed By	Date
Bryan Cook	Bryan Cook	09/11/2024 01:01 PM
Public Works Director	Madhav Mundle	09/13/2024 10:00 AM
Brandt Clark	Brandt Clark	09/16/2024 08:34 AM
Public Works Director	Madhav Mundle	09/16/2024 09:45 AM
Form Started By: Melanie Sleeper		Started On: 09/10/2024 04:23 PM
Final Approval Date: 09/16/2024		

Navajo County Public Works Department

CONSENT INFORMATION FOR
NAVAJO COUNTY
BOARD OF SUPERVISORS

BRIEF DESCRIPTION OF PROPOSAL AND REQUESTED BOARD ACTION:

To name an unnamed existing road in the **"LINDEN / SHOW LOW"** area to **"PEACH TREE LANE"**. The road is in Section **5** Township **10** North - Range **21** East. (See attached maps) **3-09**

The road is not County maintained.

ACTION RECOMMENDED BY PUBLIC WORKS DEPARTMENT:

Recommend the Chairman of the Board of Supervisors sign the form as indicated.

MADHAV MUNDLE
Navajo County
Director of Public Works

Date 8/23/24

BOARD OF SUPERVISORS: Action Taken:

_____Approved or **_____Disapproved by**

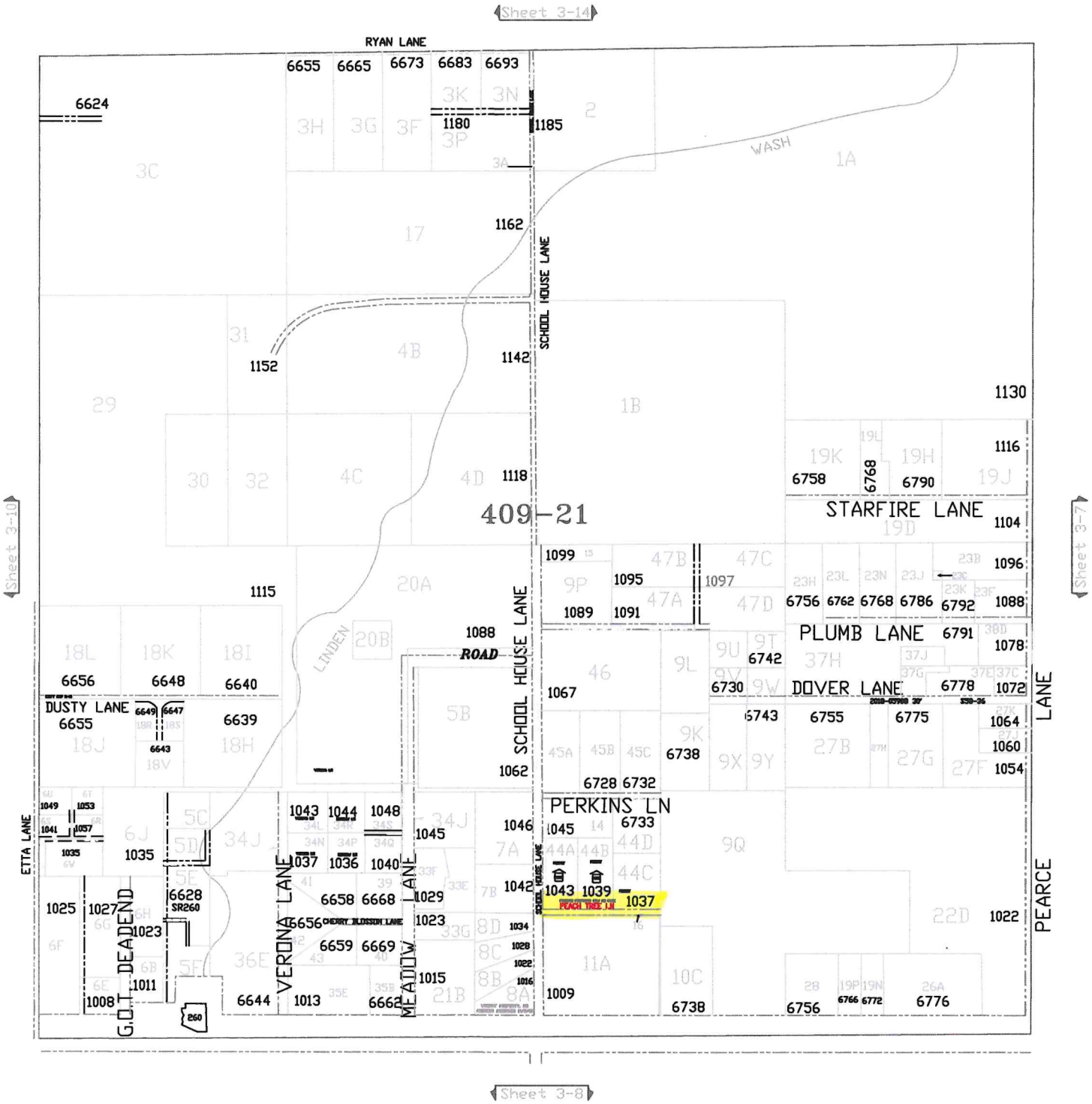
_____ Separate Motion

_____Consent Folder

SUPERVISOR WHITING
CHAIRMAN **Date_____**

ATTEST:

MELISSA W. BUCKLEY
Clerk of the Board **Date_____**



TOWNSHIP 10N.
RANGE 21E.
SECTION 5

G. & S.R.B.M.
NAVAJO COUNTY, AZ.

SHEET 3-9

PREPARED BY
the
RURAL ADDRESSING
DIVISION
of the
NAVAJO COUNTY
ENGINEERING DEPT.

Copyright © 2006

SEAL OF NAVAJO COUNTY ARIZONA

REVISED: 06-12-24

These maps were produced only to depict approximate parcel address locations for rural addressing within Navajo County. They do not represent land boundary surveys and geographical accuracy varies from map to map. Addressing shown is current to the revision date shown on the individual maps. Navajo County makes no warranties either implied or expressed, with respect to the information shown on these maps.

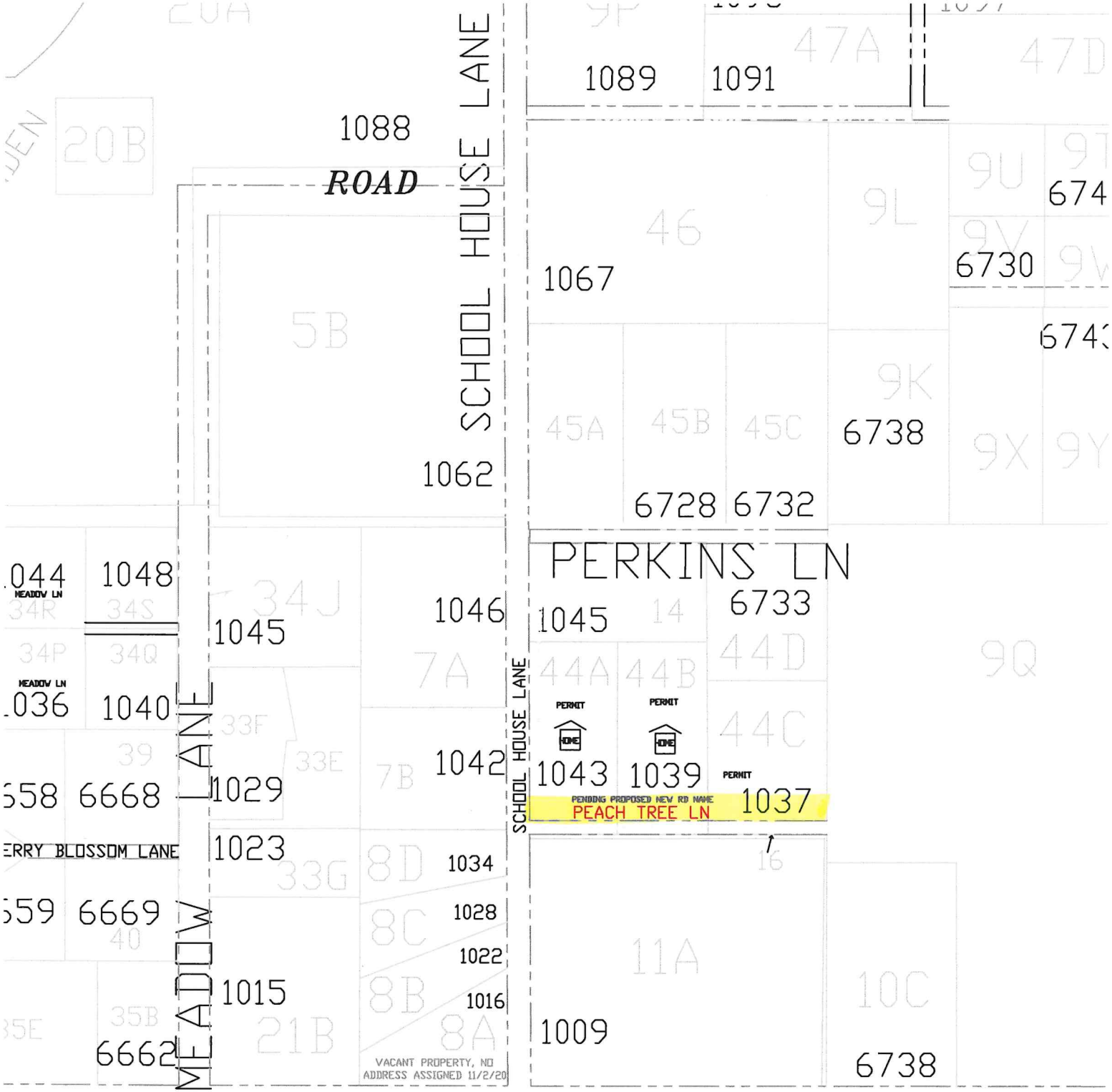
LEGEND

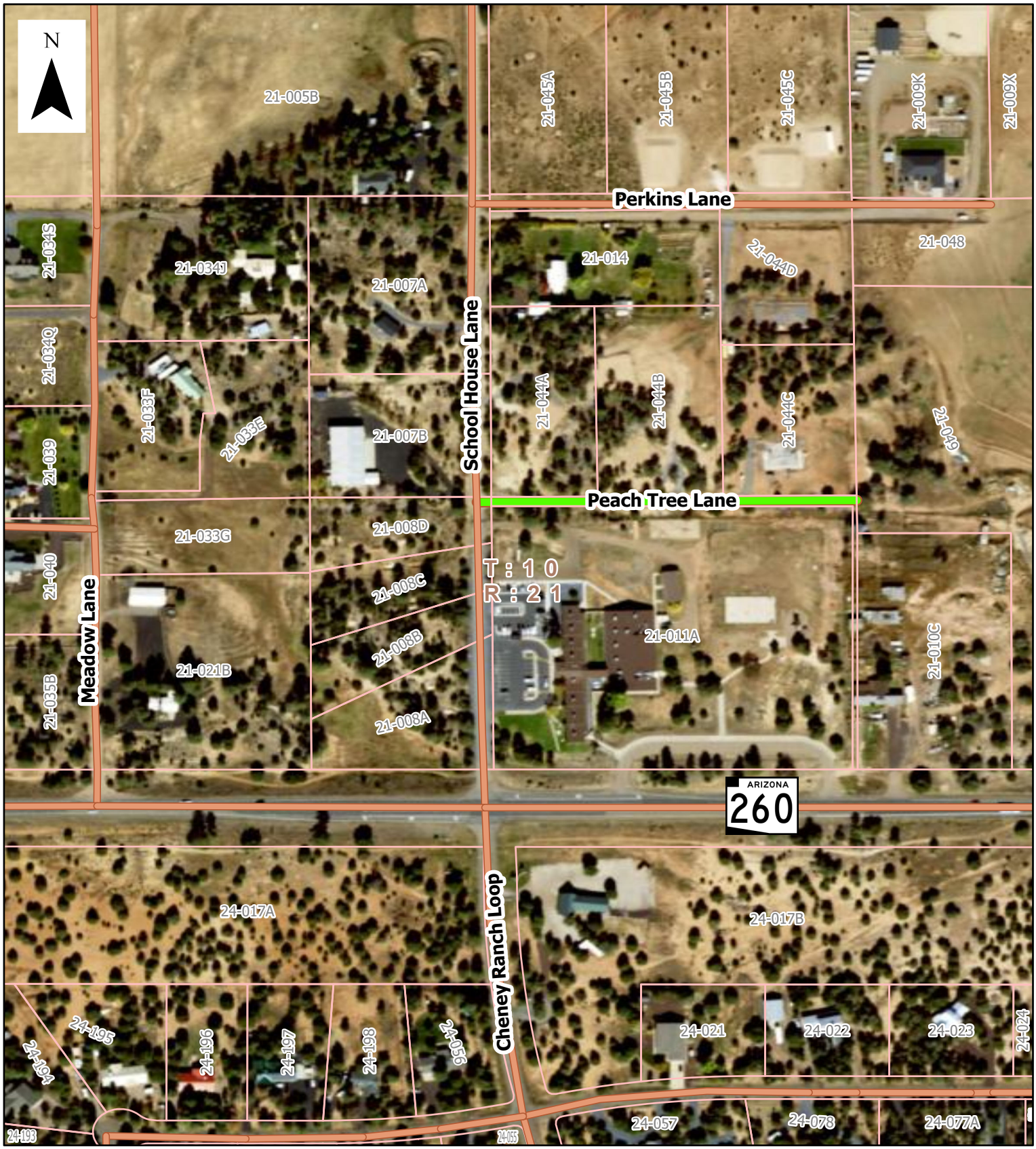
- ROADS
- PVT. ACCESS ROADS
- PARCEL LINES
- SECTION LINES

N

SCALE (in feet)

200	600	1000	
	400	800	


SCHOOL HOUSE LANE
1088
ROAD
1089
1091
1067
1062
6730
6738
6728
6732
PERKINS LN
6733
1045
1046
1048
1044
MEADOW LN
1040
1036
1042
1043
1039
PERMIT
PENDING PROPOSED NEW RD NAME
PEACH TREE LN
1037
1029
1023
1034
1028
1022
1016
1015
1009
6738
6668
6669
6662
MEADOW LANE
CHERRY BLOSSOM LANE
VACANT PROPERTY, NO ADDRESS ASSIGNED 11/2/20



Navajo County Public Works

E911/Rural Addressing: New Road Name

N

Legend

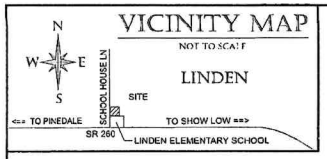
- Parcels 409-##-###@
- Roads
- Subject Road

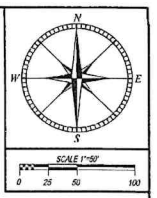
0 0.04 0.08 0.17 0.25 0.33 Miles

Source: Esri, USDA FSA, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

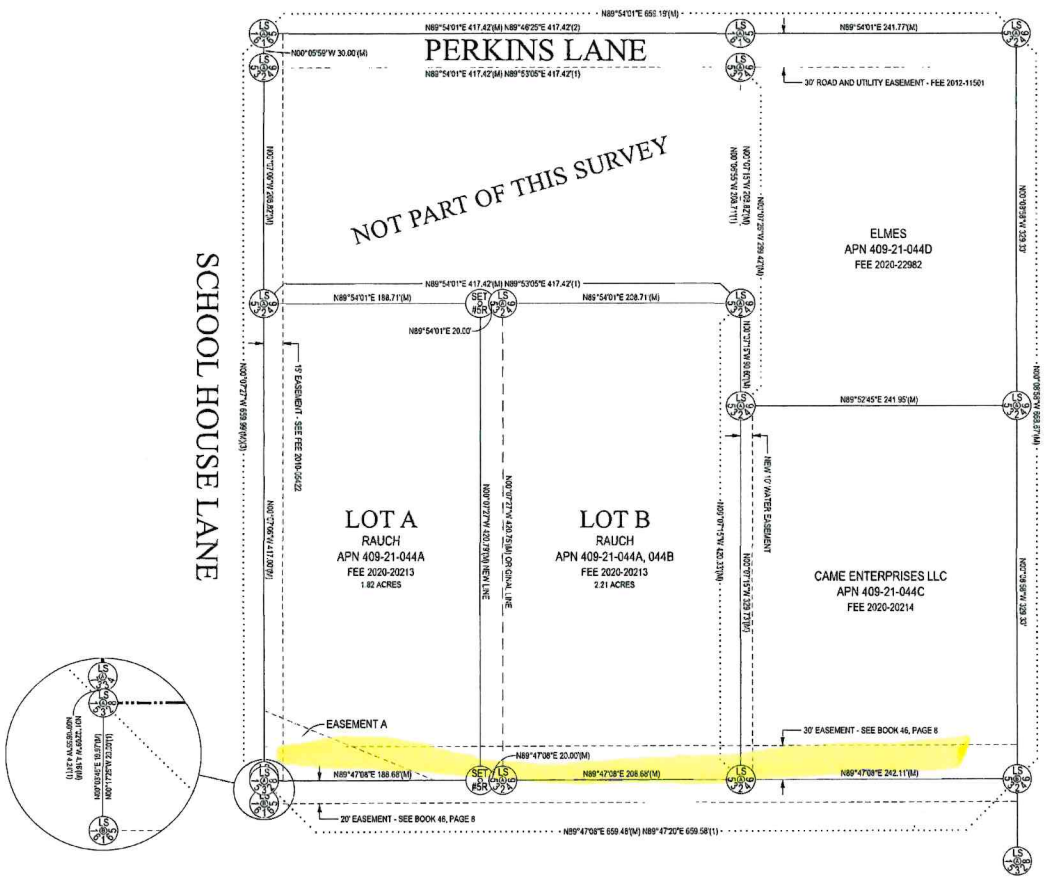
2021 - 11396

NAVAJO COUNTY LOT LINE ADJUSTMENT





SEE FEE 2019-18441 FOR ORIGINAL SURVEY



LEGEND

- LS 7334 - TROY BALDWIN — FOUND 2" ALUMINUM CAP STAMPED LS 7334
- LS 15328 - OWEN BALDWIN — FOUND 1.5" BRASS CAP STAMPED LS 15328
- LS 16165 - RONALD MATKIN — FOUND 2.5" ALUMINUM CAP STAMPED LS 16165
- LS 16165 - RONALD MATKIN — FOUND 2" ALUMINUM CAP STAMPED LS 16165
- LS 53246 - DANIAL PUCKETT — FOUND #5 REBAR WITH ALUMINUM CAP STAMPED LS 53246
- LS 53246 - DANIAL PUCKETT — FOUND #5 REBAR WITH 1.5" ALUMINUM WASHER STAMPED LS 53246
- SET #5R LS 53246 - DANIAL PUCKETT — SET #5 REBAR WITH 1.5" ALUMINUM CAP STAMPED LS 53246
- (M) MEASURED
- (1) BOOK 46 OF SURVEYS, PAGE 8 - OWEN BALDWIN
- (2) SURVEY FEE 2010-5422 - RON MATKIN
- (3) SURVEY FEE 2012-08883 - DANIAL PUCKETT

LEGAL DESCRIPTIONS:

Lot A:
A portion of the Parcel 1 per Survey Fee 2019-18441, located in Section 5, Township 10 North, Range 21 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona, described as follows:

Using as the Basis of Bearing the east line of said Parcel 1, being a found #5 rebar with a 1.5" aluminum washer stamped LS 53246, North 00°08'58" West 658.67 feet to a found #5 rebar with a 1.5" aluminum cap stamped LS 53246;

Commencing at southeast corner of said Parcel 1, being a found #5 rebar with a 1.5" aluminum washer stamped LS 53246;
Thence South 89°47'08" West 470.80 feet to the Point of Beginning, being a set #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence South 89°47'08" West 188.68 feet to a found 1.5" brass cap stamped LS 15328;
Thence North 01°02'09" West 4.16 feet to a found 2" aluminum cap stamped LS 7334;
Thence North 00°07'06" West 417.00 feet to a found #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence North 89°54'01" East 188.71 feet to a set #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence South 00°07'27" East 420.79 feet to the Point of Beginning;

Containing an area of 1.82 acres, more or less.

Lot B:
A portion of the Parcel 1 per Survey Fee 2019-18441, located in Section 5, Township 10 North, Range 21 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona, described as follows:

Using as the Basis of Bearing the east line of said Parcel 1, being a found #5 rebar with a 1.5" aluminum washer stamped LS 53246, North 00°08'58" West 658.67 feet to a found #5 rebar with a 1.5" aluminum cap stamped LS 53246;

Commencing at southeast corner of said Parcel 1, being a found #5 rebar with a 1.5" aluminum washer stamped LS 53246;
Thence South 89°47'08" West 242.11 feet to the Point of Beginning, being a found #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence South 89°47'08" West 228.68 feet to a set #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence North 00°97'27" West 420.79 feet to a set #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence North 89°54'01" East 228.71 feet to a found #5 rebar with a 1.5" aluminum cap stamped LS 53246;
Thence South 00°07'15" East 420.53 feet to the Point of Beginning;

Containing an area of 2.21 acres, more or less.

Easement A:
A road access easement across a portion of the Parcel 1 per Survey Fee 2019-18441, located in Section 5, Township 10 North, Range 21 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona, described as follows:

Using as the Basis of Bearing the east line of said Parcel 1, being a found #5 rebar with a 1.5" aluminum washer stamped LS 53246, North 00°08'58" West 658.67 feet to a found #5 rebar with a 1.5" aluminum cap stamped LS 53246;

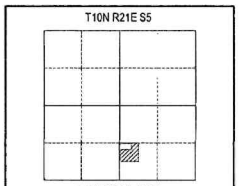
Beginning at southwest corner of said Parcel 1, being a found 1.5" brass cap stamped LS 15328;
Thence North 01°02'09" West 4.16 feet to a found 2" aluminum cap stamped LS 7334;
Thence North 00°07'06" West 57.75 feet;
Thence South 67°33'47" East 160.76 feet;
Thence South 89°47'08" West 148.40 feet to the Point of Beginning;

Containing an area of 4,596 square feet, 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.

LINE LEGEND
- EASEMENT LINE
- LEADER LINE
- ORIGINAL PROPERTY LINE
- PROPERTY BOUNDARY
- PROPERTY LINE



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:
APR 21, 2021

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) NO STRUCTURES WERE FOUND AT THE TIME OF THE 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.

2021-11396
Page 1 of 1
Requested By: Landmark Technologies
Navajo County Recorder - Michael Sample
05-24-2021 10:48 AM Recording Fee $24.00

LANDMARK TECHNOLOGIES®

LANDMARK TECHNOLOGIES

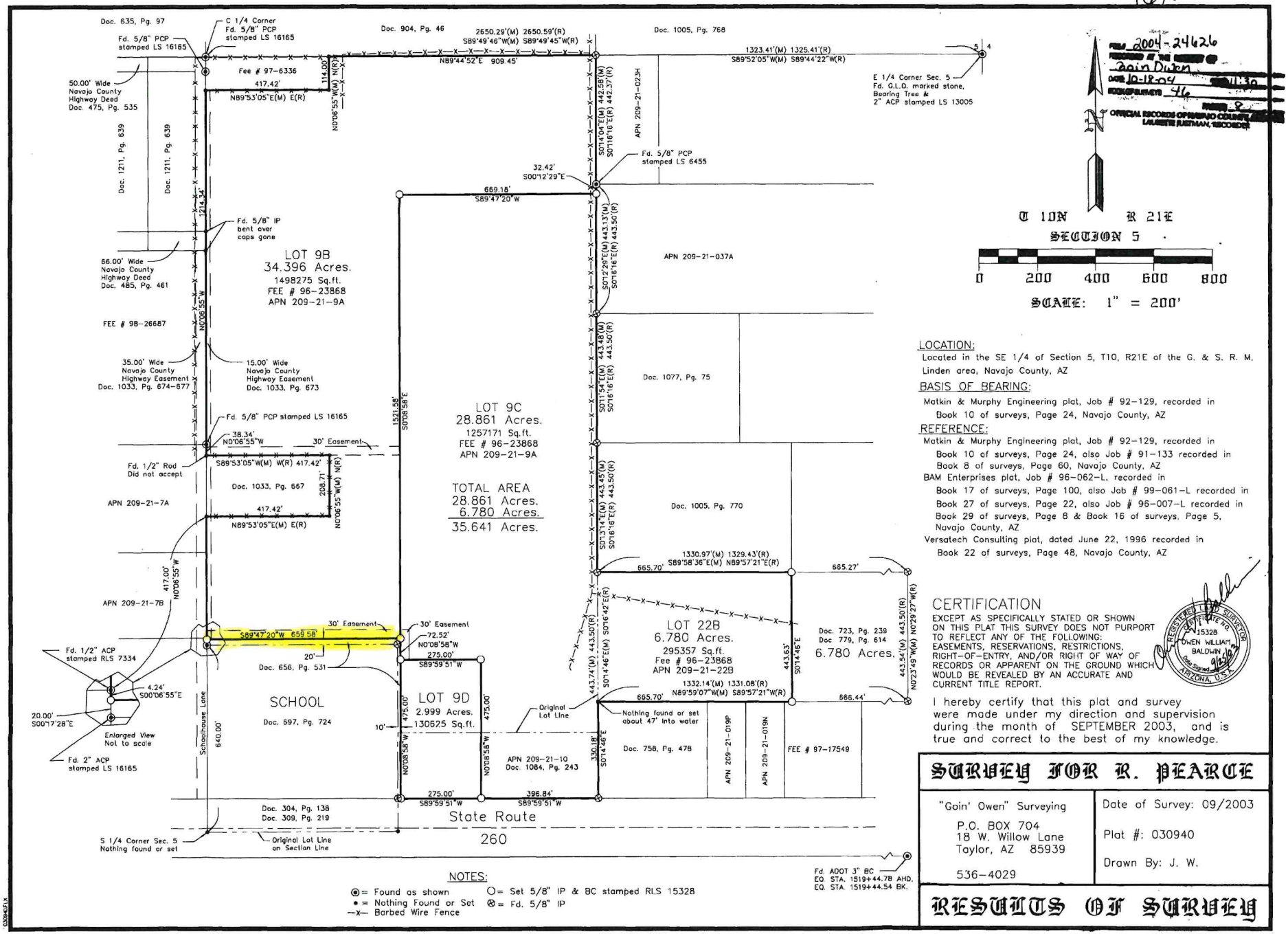
RECORD OF SURVEY - LOT LINE ADJUSTMENT
SECTION 5, TOWNSHIP 10 NORTH, RANGE 21 EAST
SAM RAUCH
FOR CLIENT IN ORDER TO ADJUST LOT LINE

210402C

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	409-21-044A, 044B	COUNTY	NAVAJO
DATE	APR 21, 2021	DWG #	F1
JOB	210402C	SHEET	1 OF 1
DESC.	School House Split 044		
REV. 0			

46/8



NOTES:

◉ = Found as shown ○ = Set 5/8" IP & BC stamped RLS 15328
• = Nothing Found or Set ⊗ = Fd. 5/8" IP
—x— Barbed Wire Fence

FILE 2004-24626
RECORDED AT THE REQUEST OF
Goin Owen
DATE 10-18-04 TIME 11:30
BOOK OF SURVEYS 46 PAGE 8
OFFICIAL RECORDS OF NAVAJO COUNTY
LAURETTE RUSTMAN, RECORDER

T 10N R 21E
SECTION 5

0 200 400 600 800
SCALE: 1" = 200'

LOCATION:
Located in the SE 1/4 of Section 5, T10, R21E of the G. & S. R. M.
Linden area, Navajo County, AZ

BASIS OF BEARING:
Matkin & Murphy Engineering plat, Job # 92-129, recorded in
Book 10 of surveys, Page 24, Navajo County, AZ

REFERENCE:
Matkin & Murphy Engineering plat, Job # 92-129, recorded in
Book 10 of surveys, Page 24, also Job # 91-133 recorded in
Book 8 of surveys, Page 60, Navajo County, AZ
BAM Enterprises plat, Job # 96-062-L, recorded in
Book 17 of surveys, Page 100, also Job # 99-061-L recorded in
Book 27 of surveys, Page 22, also Job # 96-007-L recorded in
Book 29 of surveys, Page 8 & Book 16 of surveys, Page 5,
Navajo County, AZ
Versatech Consulting plat, dated June 22, 1996 recorded in
Book 22 of surveys, Page 48, Navajo County, AZ

CERTIFICATION

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING: EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHT-OF-ENTRY, AND/OR RIGHT OF WAY OF RECORDS OR APPARENT ON THE GROUND WHICH WOULD BE REVEALED BY AN ACCURATE AND CURRENT TITLE REPORT.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
15328
OWEN WILLIAM
BALDWIN
Date Signed 9/29/04
ARIZONA U.S.A.

I hereby certify that this plat and survey were made under my direction and supervision during the month of SEPTEMBER 2003, and is true and correct to the best of my knowledge.

SURVEY FOR R. PEARCE

"Goin' Owen" Surveying
P.O. BOX 704
18 W. Willow Lane
Taylor, AZ 85939
536-4029

Date of Survey: 09/2003
Plat #: 030940
Drawn By: J. W.

RESULTS OF SURVEY

PETITION

To Name a Road/Easement

To: Navajo County Board of Supervisors

We the undersigned property owners whose property lies adjacent to proposed easement to be named have no objection with, and seek your approval to name the road/easement to:

Located in Township: 10N Range: 21E Section: 5 Map: MAP 3-09

*Please no pronouns. If road name exists in our database, we will not duplicate it in another community which is in Navajo County.

HOOF PRINT TRAIL (1st Choice Name of Road), PEACH TREE LANE (2nd Choice Name of Road), ROWDY LANE (3rd Choice name of Road).

60% or more SIGNATURES MUST BE FROM ADJACENT PROPERTY OWNERS AND PROPERTY OWNERS TO BE ADDRESSED OFF OF SAID ROAD/EASEMENT. ALL SIGNATURES MUST BE NOTARIZED. RETURN BY JANUARY 8, 2024 UNLESS REQUEST FOR EXTENTISON HAD BEEN MADE.

(Signature of Property Owner)	DARYL COLLIER Name here	409-21-044A (APN #)	(Date)
Samuel D Rauch Katharine J Rauch (Signature of Property Owner)	SAMUEL & KATHARINE RAUCH Name here	409-21-044B (APN #)	08/12/24 08/12/24 (Date)
(Signature of Property Owner)	Tosh ROLINGER AND MELISSA OCHOA [redacted] Name here	409-21-044C (APN #)	(Date)
(Signature of Property Owner)	SHOW LOW SCHOOL DISTRICT 10 Name here	409-21-011A (APN #)	(Date)

State of Arizona _____
County of Pinal _____
On this 12th day of August, 2024, before me personally appeared Samuel J Katharine Rauch whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed the above/attached document.

Nancy M. Herbert
Notary Public

NANCY M. HERBERT
Notary Public - Arizona
Maricopa County
Commission # 634810
My Commission Expires
Sept. 30, 2026

PETITION

To Name a Road/Easement

To: Navajo County Board of Supervisors

We the undersigned property owners whose property lies adjacent to proposed easement to be named have no objection with, and seek your approval to name the road/easement to:

Located in Township: 10N Range: 21E Section: 5 Map: MAP 3-09

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(Signature of Property Owner)	Name here	(APN #)	(Date)
	DARYL COLLIER	409-21-044A	
	SAMUEL & KATHARINE RAUCH	409-21-044B	
	TOSH ROLINGER AND MELISSA OCHOA	409-21-044C	8/12/24
	SHOW LOW SCHOOL DISTRICT 10	409-21-011A	

KYLE FOX
Notary Public - Arizona
Navajo County
Commission # 655709
My Comm. Exp. September 29, 2027

8-12-24

Navajo County - For Official Use Only

PETITION

To Name a Road/Easement

To: Navajo County Board of Supervisors

We the undersigned property owners whose property lies adjacent to proposed easement to be named have no objection with, and seek your approval to name the road/easement to:

Located in Township: **10N** Range: **21E** Section: **5** Map: **MAP 3-09**

*Please no pronouns. If road name exists in our database, we will not duplicate it in another community which is in Navajo County.

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(Signature of Property Owner)	Name here	(APN #)	(Date)
	DARYL COLLIER	409-21-044A	
	SAMUEL & KATHARINE RAUCH	409-21-044B	
	Tosh ROLINGER AND MELISSA OCHOA [redacted]	409-21-044C	8/7/24
	SHOW LOW SCHOOL DISTRICT 10	409-21-011A	

KYLE FOX
Notary Public - Arizona
Navajo County
Commission # 655709
My Comm. Exp. September 29, 2027

8-7-24

Navajo County - For Official Use Only

PETITION

To Name a Road/Easement

To: Navajo County Board of Supervisors

We the undersigned property owners whose property lies adjacent to proposed easement to be named have no objection with, and seek your approval to name the road/easement to:

Located in Township: 10N Range: 21E Section: 5 Map: MAP 3-09

*Please no pronouns. If road name exists in our database, we will not duplicate it in another community which is in Navajo County.

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(Signature of Property Owner)	Name here	(APN #)	(Date)
	DARYL COLLIER	409-21-044A	
	SAMUEL & KATHARINE RAUCH	409-21-044B	
	Tosh ROLINGER AND MELISSA OCHOA	409-21-044C	
	SHOW LOW SCHOOL DISTRICT 10	409-21-011A	8/8/24

NICOLE PIKE
Notary Public - Arizona
Navajo County
My Commission Expires
November 20, 2027
Commission # 658487

8/8/24

Navajo County - For Official Use Only

Board of Supervisors Regular **1. l.**

Meeting Date: 09/24/2024

Title: TE 24-002 AZ3 SW Rainbow Lake Wireless Communication Facility, District IV

Submitted By: Cody Cooper, Planning Manager

Department: Planning & Development Services

Motion before the Board:

Resolution Number 37-2024, approving an extension of the Special Use Permit granted in Resolution 31-2023 for a period of 90 days, creating a new expiration date of November 20, 2024, if the privileges of the Special Use are not utilized by said date

Background:

The original Special Use Permit was granted on August 22nd, 2023 for this case via Board of Supervisors Resolution 31-2023. Condition 8 of this Special Use Permit stated, "If the permitted Special Use is not utilized within a twelve (12) month period, from the date of Board approval, this permit shall become null and void." **Due to changes in Verizon's processes, in order to conform with changes that have been imposed by the Federal Communication Commission, the applicant is concerned they will not be able to meet Condition 8 of the original Special Use Permit.**

Section 2002(5) of the Navajo County Zoning Ordinance states, "A Special Use Permit may run with the land or be granted for a specific time period. The procedure to extend a permit shall be the same as the procedure for obtaining a permit; provided, however, that **any request to extend a permit shall be made no later than 60 days before the expiration of the permit and provided further that an extension of not more than 90 days may be summarily granted by the Board of Supervisors without notice or hearings** as otherwise required by Article 29 hereof."

The applicant in this case has applied for this 90 day extension that is prescribed in the Navajo County Zoning Ordinance.

Attachments

Reso. Approval

Reso. Denial

Resolution 31-2023 (Original Resolution)

Application

Form Review

Inbox	Reviewed By	Date

Brandt Clark	Brandt Clark	09/09/2024 02:59 PM
Form Started By: Cody Cooper		Started On: 09/09/2024 12:36 PM
Final Approval Date: 09/10/2024		

RESOLUTION ____-24

A RESOLUTION OF THE NAVAJO COUNTY BOARD OF SUPERVISORS APPROVING A SPECIAL USE PERMIT TIME EXTENSION FOR AZ3 SW RAINBOW LAKE WIRELESS COMMUNICATION FACILITY

WHEREAS, an application for a Special Use Permit Time Extension was filed on June 12, 2024 by Linda Grice to allow for a 90-day time extension to utilize the Special Use permissions granted by Board of Supervisors Resolution 31-2023; and

WHEREAS, the Special Use permissions granted in Board of Supervisors Resolution 31-2023 shall have expired on August 22nd, 2024 if no Time Extension is granted to the original Special Use Permit; and

WHEREAS, the application concerns the following real property in Navajo County: APN # 212-26-117A, Township 09 North, Range 22 East, Section 24 of the Gila and Salt River Base and Meridian; and

WHEREAS, Section 2002(5) of the Navajo County Zoning Ordinance allows for extensions of Special Use Permit of not more than 90 days by the Board of Supervisors without notice or hearings as otherwise required by Article 29 of the Navajo County Zoning Ordinance; and

WHEREAS, the Navajo County Board of Supervisors after considering the testimony and other evidence presented at the hearing, as well as the recommendations of Staff, found that the Special Use Permit Time Extension is consistent with the public health, safety and general welfare and should be approved subject to the conditions set forth herein; and

NOW, THEREFORE BE IT RESOLVED the Board of Supervisors hereby approves the Special Use Permit Time Extension, subject to the following conditions:

1. The Special Use Permit granted by Resolution 31-2023 shall be extended for a period of 90 days, with a new expiration date of November 20th, 2024. All other conditions of Resolution 31-2023 shall remain in effect with this Time Extension.

PASSED AND ADOPTED by the Navajo County Board of Supervisors by a vote of _____ yeas and _____ nays on this 24th day of September 2024.

NAVAJO COUNTY BOARD OF SUPERVISORS

By _____
Jason Whiting, Chairman of the Board

ATTEST:

_____
Melissa W. Buckley, Clerk of the Board

RESOLUTION ____-24

A RESOLUTION OF THE NAVAJO COUNTY BOARD OF SUPERVISORS DENYING A SPECIAL USE PERMIT TIME EXTENSION FOR AZ3 SW RAINBOW LAKE WIRELESS COMMUNICATION FACILITY

WHEREAS, an application for a Special Use Permit Time Extension was filed on June 12, 2024 by Linda Grice to allow for a 90-day time extension to utilize the Special Use permissions granted by Board of Supervisors Resolution 31-2023; and

WHEREAS, the Special Use permissions granted in Board of Supervisors Resolution 31-2023 shall have expired on August 22nd, 2024 if no Time Extension is granted to the original Special Use Permit; and

WHEREAS, the application concerns the following real property in Navajo County: APN # 212-26-117A, Township 09 North, Range 22 East, Section 24 of the Gila and Salt River Base and Meridian; and

WHEREAS, Section 2002(5) of the Navajo County Zoning Ordinance allows for extensions of Special Use Permit of not more than 90 days by the Board of Supervisors without notice or hearings as otherwise required by Article 29 of the Navajo County Zoning Ordinance; and

WHEREAS, the Navajo County Board of Supervisors after considering the testimony and other evidence presented at the hearing, as well as the recommendations of Staff, found that the Special Use Permit Time Extension is not consistent with the public health, safety and general welfare and should be denied; and

NOW, THEREFORE BE IT RESOLVED the Board of Supervisors hereby deny the Special Use Permit Time Extension.

DENIED by the Navajo County Board of Supervisors by a vote of _____ yeas and _____ nays on this 24th day of September 2024.

NAVAJO COUNTY BOARD OF SUPERVISORS

By _____
Jason Whiting, Chairman of the Board

ATTEST:

_____
Melissa W. Buckley, Clerk of the Board

2023-11512
Page 1 of 3
Navajo County Recorder - Michael Sample
Requested By: BOARD OF SUPERVISORS
08-22-2023 02:15 PM Recording Fee $0.00

RESOLUTION 31-23

A RESOLUTION OF THE NAVAJO COUNTY BOARD OF SUPERVISORS APPROVING A SPECIAL USE PERMIT FOR VERIZON AZ3 RAINBOW LAKE WIRELESS COMMUNICATION FACILITY

WHEREAS, an application for a Special Use Permit was duly filed on June 7, 2023 by Linda Grice to allow for the construction of a one-hundred and five foot (105') monopine wireless communication tower and associated facility on a 4.35 acre parcel, in the Lakeside area; and

WHEREAS, the application concerns the following real property in Navajo County: APN # 212-26-117A, Township 09 North, Range 22 East, Section 24 of the Gila and Salt River Base and Meridian; and

WHEREAS, the application was considered by the Navajo County Planning & Zoning Commission at a duly noticed public hearing on July 20, 2023; and

WHEREAS, the Navajo County Board of Supervisors after considering the testimony and other evidence presented at the hearing, as well as the recommendations of Staff, found that the Special Use Permit is consistent with the public health, safety and general welfare and should be approved subject to the conditions set forth herein; and

NOW, THEREFORE BE IT RESOLVED the Board of Supervisors hereby approves the Special Use Permit, subject to the following conditions:

1. This Special Use Permit shall permit 1 (one) monopole wireless communication tower, not to exceed 105 feet in height, and accessory structures necessary for operation of the tower on the subject property.

2. The applicant shall obtain a Building Permit from Navajo County for such tower and facilities prior to commencing construction.

3. The applicant shall meet all State and Federal requirements concerning communication towers prior to any building permits being issued.

4. The tower shall be constructed as a monopine, as indicated in the supplied plans. The owner of the tower shall maintain the tower, antennae as necessary.

5. A fence of material acceptable to the Planning and Development Services Director shall be constructed to enclose the base of the tower and necessary accessory structures.

6. A Geotechnical Report for the Access Easement shall be submitted and approved.

7. The permitted Special Use shall be allowed to occur per the attached/approved site plan. Any expansion or change of the Special Use shall require an amendment to this permit.

8. If the permitted Special Use is not utilized within a twelve (12) month period, from the date of Board approval, this permit shall become null and void.

9. Should the operator decide to abandon the use of the tower, they shall notify Navajo County Planning and Development Services that the tower is no longer being utilized.

10. If the tower is no longer being utilized, the property owner shall cause, at their expense, the removal of all components of this tower within a 90-day period.

11. The owner shall provide reasonable cooperation to other public and private users who may be interested in collocation on this tower and shall consider such collocation upon commercially reasonable terms, unless such collocation is not technically feasible.

12. This Special Use Permit shall be personal to the permittee and applicable only to the specific use and to the specific property for which it is issued. Upon completion and final inspection by the Planning and Development Services Director (or designee) of any authorized structures, signifying that all zoning and site development requirements imposed in connection with the permit have been satisfied, the Special Use Permit shall thereafter be transferable and shall run with the land, whereupon the maintenance of special conditions imposed by the permit, as well as the compliance with other provisions of this title, shall be the responsibility of the property owner.

13. This Special Use Permit and the subject site shall be reviewed and inspected by Planning and Development Staff on the fifth (5th) anniversary of Board of Supervisors approval and every five (5) years thereafter to ensure the site is being utilized as approved and is in compliance with all conditions contained herein. If the subject site is found to be out of compliance with these conditions, this Special Use Permit and its privileges may be revoked.

5 **PASSED AND ADOPTED** by the Navajo County Board of Supervisors by a vote of 5 yeas and 0 nays on this 22nd day of August 2023.

NAVAJO COUNTY BOARD OF SUPERVISORS

By _____
Alberto Peshlakai, Chairman of the Board

ATTEST:

Melissa W. Buckley

Melissa W. Buckley, Clerk of the Board

NAVAJO COUNTY
PLANNING & DEVELOPMENT SERVICES
Post Office Box 668 - 100 W. Public Works Dr.
Holbrook, Arizona 86025
(928) 524-4100 FAX (928) 524-4122

TIME EXTENSION APPLICATION

OWNER INFORMATION:

OWNER'S NAME: Shumway Storage Family Limited Partnership (c/o Roger Shumway)

CONTACT PHONE NO.: 928-358-7832 E-MAIL: rogshumway@gmail.com

MAILING ADDRESS: 2569 N. Porter Mountain Road

CITY: Lakeside STATE: Arizona ZIP CODE: 85929

AGENT/POINT OF CONTACT INFORMATION:

CONTACT'S NAME: Linda Grice

COMPANY NAME: Young Design Corp

CONTACT PHONE NO.: 602-620-0866 E-MAIL: Linda.Grice@YDCoffice.com

MAILING ADDRESS: 10245 E. Via Linda #211

CITY: Scottsdale STATE: Arizona ZIP CODE: 85258

SUBJECT PARCEL INFORMATION:

PROJECT NAME: AZ3 SW Rainbow Lake RESO#: 31-2023

LEGAL DESCRIPTION: T 9N N – R 22E E, SECTION 24, ASSESSOR PARCEL NO.: 212-26-117A

SUBDIVISION NAME: LOT:

RURAL ADDRESS: 2569 Porter Mountain Road, Lakeside AREA:

PARCEL SIZE: 4.35 acres DATE OF OWNERSHIP: 5/22/1999

PRESENT USE OF PROPERTY: Storage units and commercial. Wireless communication facility has SUP.

PROPOSED USE OF PROPERTY: Continued use and wireless communication facility

TYPE OF EXTENSION: (Please check appropriate project type)

☒ Special Use Permit ($600.00 fee) ☐ Tentative Plat ($1000.00 fee) ☐ Zone Change ($1000.00)

CALCULATED FEE:

OWNER'S AFFIDAVIT:

I. (print name) Roger Shumway, being duly sworn, depose and say that I am an owner of the property involved in this application and that the information herewith submitted is true and correct to the best of my knowledge.

Owner's Signature

STATE OF ARIZONA)
) SS
COUNTY OF Navajo)

Sworn and subscribed before me on this 12th Day of June, 20 24

Trevor Wilhelm
Notary Public

TREVOR WILHELM
Notary Public - Arizona
Maricopa County
My Commission Expires
06/27/2027
Commission # 653241

My Commission Expires

FOR STAFF USE ONLY:

ACCEPTED BY: _____ DATE: _____

SUBMITTAL APPROVED: _____ DATE: _____

CASE NO.: TE _____ ACTION: ☐ GRANT ☐ DENY ☐ WITHDRAWN

NOTES / STIPULATIONS: _____

2023-11512
Page 1 of 3
Navajo County Recorder - Michael Sample
Requested By: BOARD OF SUPERVISORS
08-22-2023 02:15 PM Recordins Fee $0.00

RESOLUTION 31-23

A RESOLUTION OF THE NAVAJO COUNTY BOARD OF SUPERVISORS APPROVING A SPECIAL USE PERMIT FOR VERIZON AZ3 RAINBOW LAKE WIRELESS COMMUNICATION FACILITY

WHEREAS, an application for a Special Use Permit was duly filed on June 7, 2023 by Linda Grice to allow for the construction of a one-hundred and five foot (105') monopine wireless communication tower and associated facility on a 4.35 acre parcel, in the Lakeside area; and

WHEREAS, the application concerns the following real property in Navajo County: APN # 212-26-117A, Township 09 North, Range 22 East, Section 24 of the Gila and Salt River Base and Meridian; and

WHEREAS, the application was considered by the Navajo County Planning & Zoning Commission at a duly noticed public hearing on July 20, 2023; and

WHEREAS, the Navajo County Board of Supervisors after considering the testimony and other evidence presented at the hearing, as well as the recommendations of Staff, found that the Special Use Permit is consistent with the public health, safety and general welfare and should be approved subject to the conditions set forth herein; and

NOW, THEREFORE BE IT RESOLVED the Board of Supervisors hereby approves the Special Use Permit, subject to the following conditions:

1. This Special Use Permit shall permit 1 (one) monopole wireless communication tower, not to exceed 105 feet in height, and accessory structures necessary for operation of the tower on the subject property.

2. The applicant shall obtain a Building Permit from Navajo County for such tower and facilities prior to commencing construction.

3. The applicant shall meet all State and Federal requirements concerning communication towers prior to any building permits being issued.

4. The tower shall be constructed as a monopine, as indicated in the supplied plans. The owner of the tower shall maintain the tower, antennae as necessary.

5. A fence of material acceptable to the Planning and Development Services Director shall be constructed to enclose the base of the tower and necessary accessory structures.

young design corp
architecture project management

10245 e via linda suite 211
scottsdale az 85258

480 451 9609 office
480 451 9608 fax

Cody Cooper, AICP
Planning Manager
100 W Public Works Dr
Holbrook, AZ 86025
June 18, 2024

RE: **Time Extension Request for Special Use Permit via Resolution 31-2023 known as project AZ3 SW Rainbow Lake Wireless Communication Facility**

Greetings,

Please find the attached Time Extension Application requesting a 90-day extension of the Special Use Permit issued under Resolution 31-2023, which will expire August 21, 2024. The SUP is for a Wireless Communication Facility. The request is for a 90-day extension to begin August 22, 2024.

The time extension is needed due to Verizon's processes being altered to conform with the changes imposed by the Federal Communication Commission. The 90-day extension will allow for full compliance with new federal requirements. During the requested 90-day extension, the tower owner also intends to obtain a building permit for the project from Navajo County, then to begin construction.

Best wishes,

Linda Grice

Linda Grice
Site Acquisition Manager
602-620-0866 mobile
linda.grice@ydcoffice.com

ORIGIN ID:SCFA (602) 620-0866
LINDA GRICE
YOUNG DESIGN CORP
10245 E VIA LINDA, SUITE 211

SCOTTSDALE, AZ 85258
UNITED STATES US

SHIP DATE: 18JUN24
ACTWGT:
CAD: 308600009/INET4732

BILL CREDIT CARD

TO **CODY COOPER**
NAVAJO COUNTY PLANNING & DEVELOPMEN
100 W PUBLIC WORKS DR

HOLBROOK AZ 86025

(928) 524-4100
INV:
PO:
REF:
DEPT:

583J5/B21D/9AE3

FedEx Express

J242024032601uv

REL#
3785346

THU - 20 JUN 5:00P
** 2DAY **

TRK# 0201 7769 1651 6169

98 FLGA

86025
AZ-US PHX

After printing this label:
CONSIGNEE COPY - PLEASE PLACE IN FRONT OF POUCH
1. Fold the printed page along the horizontal line.
2. Place label in shipping pouch and affix it to your shipment.

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Board of Supervisors Regular **1. m.**

Meeting Date: 09/24/2024

Title: NALETA Intergovernmental Agreement

Submitted For: David Clouse, Sheriff

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

Department: Sheriff

Motion before the Board:

Intergovernmental Agreement between the Navajo County Community College District and Navajo County on the continued operation of the Northeastern Law Enforcement Training Academy (NALETA)

Background:

The purpose of this Agreement is to provide Northeastern Arizona with a Police Academy hereby called NALETA ("Northeastern Arizona Law Enforcement Training Academy") that can provide certified AZPOST (Arizona Peace Officer Standards and Training) training to students who meet AZPOST qualifications and are sponsored by a Law Enforcement agency.

Attachments

NALETA IGA

Form Review

Inbox	Reviewed By	Date
Brandt Clark	Brandt Clark	09/16/2024 08:36 AM
Kimberly Willis (Originator)	Kimberley Willis	09/16/2024 09:37 AM
Form Started By: Kimberley Willis		Started On: 09/12/2024 02:05 PM
Final Approval Date: 09/16/2024		

INTERGOVERNMENTAL AGREEMENT REGARDING NORTHEASTERN ARIZONA LAW ENFORCEMENT TRAINING ACADEMY (NALETA)

This Intergovernmental Agreement ("Agreement") is made pursuant to Arizona Revised Statutes ("A.R.S.") § 11-952 among Navajo County Community College District ("District") and Navajo County AZ, a county government.

1. **Purpose.** The purpose of this Agreement is to provide Northeastern Arizona with a Police Academy hereby called NALETA ("Northeastern Arizona Law Enforcement Training Academy") that can provide certified AZPOST (Arizona Peace Officer Standards and Training) training to students who meet AZPOST qualifications and are sponsored by a Law Enforcement agency.

2. **Duties and Responsibilities of District.** District shall operate and administer NALETA. District's operational and administrative responsibilities shall include, but not be limited to, (a) developing and providing the AZPOST curriculum to be used at NALETA; (b) scheduling courses at the NALETA, registering students at NALETA and administering transcripts for students at NALETA; (c) assisting instructors at NALETA; and (d) obtaining adequate insurance to cover liabilities that might result from damage to persons or property arising out of the operation of NALETA.

3. **Duties and Responsibilities of Cities, Towns, Tribes and Counties.** Law Enforcement agencies participating in NALETA shall provide qualified instructors for all classes given at NALETA. Any compensation to instructors shall be the responsibility of the city, town, tribe, or county that employs the instructor, and the other parties to this Agreement shall have no responsibility to provide such compensation. District shall have no responsibility to conduct classes for which the participating cities and towns do not provide qualified instructors with all necessary certifications.

4. **Manner of Financing the Agreement.** Except as otherwise specified in this Agreement, each party shall be responsible for whatever costs that party incurs in connection with this Agreement. The District shall charge the Student enrolled in the Districts AJS102 "Intensive Police Academy" class held at NALETA a nonrefundable program and media fee based on the current class fee schedule. Any fees that are charged shall belong to District. Any reimbursement received from AZPOST for the successful completion of NALETA shall belong to the District

5. **Enrollment of Students.** The participating cities, towns, tribes, and counties shall be entitled to enroll employees in NALETA to the extent that the employees are qualified for enrollment as set forth by AZPOST Rules and Procedures Manual as set under the State of Arizona Rules of Authority A.R.S. §§ 41-1821 through 41-1828.01 and Arizona Administrative Code, Title 13-4-101 through 13-4-118 and that NALETA has the capacity to train those employees. District shall not be required to accept any employee for enrollment unless the city, town, tribe, or county responsible for that employee has conducted a sufficient background check on the employee at its own expense as set forth by AZPOST regulations.

6. **Term and termination.** This Agreement shall expire on June 30, 2025. Any party may terminate the Agreement as of the end of any fiscal year by providing at least thirty (30) days'

prior written notice of its intention to do so to the other parties. Such early termination shall be effective only at the end of the fiscal year in which such notice is given. Upon termination of this Agreement, each party shall retain its own property.

7. **Immigration compliance.** As required by A.R.S. § 41-4401, each party certifies that it and all of its subcontractors, if any, are in compliance with federal immigration laws and regulations that relate to their employees and with A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of this Agreement and shall be subject to penalties up to and including termination of this Agreement. Each party shall have the right to inspect the papers of the other party and of any subcontractors to ensure that this warranty is being complied with.

8. **Conflicts of interest.** As required by A.R.S. § 38-511, each party gives notice as follows that it may, within three years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the party is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

9. **Entire Agreement; Amendments.** This Agreement represents the entire Agreement of the Parties with respect to its subject matter. This Agreement shall not be changed, modified, or rescinded, except through a writing signed by all parties.

10. **Governing Law, Forum.** This Agreement will be governed by the laws of the State of Arizona, both as to interpretation and performance. Any judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only the courts of Navajo County, State of Arizona, provided that nothing herein shall be deemed a waiver of either explicit nor implicit of the parties' sovereign immunity from suit.

11. **Insurance.** The participants will ensure that all parties will protect the other participants by providing insurance coverage in an amount no less than $1,000,000 and naming each participant as an individual insured with the proper endorsements.

12. **Indemnification**. To the extent permitted by law, each party agrees (as indemnitor) to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (collectively ("Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims are caused by the act, omission or negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers. If a Claim or Claims by third parties become subject to this indemnity provision, the parties to this Agreement that are the subject of such Claim or Claims shall expeditiously meet to discuss a common and mutual defense, including possible proportional liability and proportional payment of possible litigation expenses and money damages. The obligations under this Section shall survive termination of this Agreement.

13. **No Joint Venture.** This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

14. **Workman's Compensation.** For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this specific Agreement, is deemed to be an employee of both the Party who is his primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries he is then working, as provided in A.R.S. § 23-1022(D). The primary employer Party of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.

NAVAJO COUNTY, AZ

By: _____
Jason Whiting, Chairman of the Board

Print Name: _____

ATTEST: _____

Board Clerk

Date: _____

NAVAJO COUNTY COMMUNITY
COLLEGE DISTRICT

By: _____

Print Name: _____

Date: _____

ATTEST: _____

Board Clerk

Date: _____

ATTORNEY CERTIFICATION

The undersigned certify that they have reviewed the foregoing Agreement and that said Agreement is in proper form and is within the powers and authority granted to the public body represented by the respective attorneys.

_____

Attorney for Navajo County Government

_____

Attorney for Navajo County Community College District

Board of Supervisors Regular **1. n.**

Meeting Date: 09/24/2024
Title: FY25 Victims' Rights Program Grant
Submitted For: David Clouse, Sheriff
Submitted By: Kimberley Willis, Sheriff's Office Finance Manager
Department: Sheriff

Motion before the Board:

FY25 Office of the Attorney General Victims' Rights Program Grant in the amount of $12,400.00 for 23.38% of the salary and employee related expenses for the Victims' Rights Program Secretary

Background:

The Attorney General's Office has again awarded the Sheriff's Office funds to pay a portion of the salary and ERE for the Victims' Rights Program Secretary. The Sheriff's Office is mandated by A.R.S. Title 13, Chapter 40 and Title 8, Chapter 3 Article 7 to provide services to victims of crimes. This year's award of $12,400.00 will pay for approximately 22.38% of the VR Secretary's salary and ERE.

The grant period runs from July 1, 2024, to June 30, 2024.

Attachments

VR Grant Award Agreement

Form Review

Inbox	Reviewed By	Date
Brandt Clark	Brandt Clark	09/16/2024 08:04 AM
Kimberly Willis (Originator)	Kimberley Willis	09/16/2024 08:23 AM
Form Started By: Kimberley Willis		Started On: 08/26/2024 03:59 PM
Final Approval Date: 09/16/2024		

State of Arizona
Office of the Attorney General
FY 2025 Victims' Rights Program
AWARD AGREEMENT
A.G. #: 2025-049

RECIPIENT

Name:	Navajo County Sheriff's Office
Contact:	Lea Petersen
Address:	P.O. Box 668, Holbrook, AZ 86025
Award Amount:	$12,400.00
Purpose:	To support the direct costs of implementing victims' rights laws pursuant to those provisions of Arizona Revised Statutes Title 13, Chapter 40 and Title 8, Chapter 3, Article 7 impacting Sheriff's Department as an entity type.

Monies having been deposited and received by the Attorney General pursuant to Arizona Revised Statutes § 41-2401, § 8-418 and legislative appropriations, this AGREEMENT is made under the authority of the Attorney General pursuant to Arizona Revised Statutes § 41-191.08 -- Victims' Rights Fund.

This AGREEMENT is made this first day of July 2024, by and between the Arizona Attorney General, and the Navajo County Sheriff's Office, the "Contractor", to commence on July 1, 2024 and terminate June 30, 2025. The Attorney General, having been satisfied as to the qualifications of Contractor, agrees to pay Contractor the above shown $12,400.00 subject to Contractor's agreement as follows:

I. The Contractor agrees:

A. Award funds will not be used to supplant state, local and federal funds that would otherwise be available to provide services to victims of crime as mandated by A.R.S. Title 13, Chapter 40 and Title 8, Chapter 3, Article 7

B. Award funds will be used only for allowable costs that can be proven necessary and essential to effect the direct provision or performance of those statutorily mandated victims ' rights duties (services), as described in the *Victims' Rights Program Guidelines - Section IV Allowable and Non-Allowable Costs*, and as specified in Contractor's approved $12,400.00 award budget as follows:

Personnel: $7,848.00 ERE/Benefits: $4,552.00

Title: VR Secretary (1) Percent: 22.38%

Consulting: $0.00

Operating: $0.00

Equipment: $0.00

C. To complete and submit, on or before August 08, 2025, an annual report to the Attorney General as prescribed in A.R.S. § 41-191.08(F).

D. To comply with FY 2025 Victims' Rights Program Guidelines, as well as the applicable provisions of A.R.S. Title 13, Chapter 40 and A.R.S. Title 8, Chapter 3, Article 7.

E. To allow (a) representative(s) of the Attorney General to complete program and financial audits as the Attorney General believes necessary to ensure Contractor compliance with this agreement and with State law.

F. To retain all records relating to the agreement, and performance under the agreement, for a period of five years after the completion of the project, and to allow inspection and audit of all such documents at reasonable times, pursuant to A.R.S. §§ 38-214 and 38-215.

G. To comply with all applicable nondiscrimination requirements of A.R.S. § 41-1463, Arizona State Executive Order 2009-09, and all other applicable state and federal civil rights laws.

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

I. To retain ownership interest in all equipment acquired with VRP funds (or in the proceeds resulting from the sale of such equipment) provided that: (1) the equipment purchase was not in violation of the VRP Award Agreement; and (2) the useful life of the equipment in question has not elapsed.

II. It is further agreed between the parties as follows:

A. To use arbitration in the event of disputes to the extent required by A.R.S. § 12-1518.

B. Except as provided in paragraph C below, if the Attorney General finds that the Contractor has not complied with the requirements of this agreement , the Contractor will receive a notice which identifies the area(s) of non-compliance and the appropriate corrective action to be taken. If the Contractor does not respond within thirty calendar days to this notice, or does not provide sufficient information concerning the steps which are being taken to correct the problem , the Attorney General may terminate the contract and require the return of all funds which are found to have been spent in violation of this agreement.

C. The parties agree to meet and confer in good faith to resolve disputes before commencing formal proceedings of any nature.

D. The Attorney General may reduce or discontinue funding to the Contractor in subsequent fiscal years , at the Attorney General's discretion, for the Contractor's failure to complete and submit, on or before August 08, 2025, the report that is required pursuant to A.R.S. § 41-191.08(F) or for other reasons such as available funding.

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

F. Any and all award funds not expended by June 30, 2025, will be returned to the Attorney General.

G. This agreement is subject to cancellation pursuant to A.R.S. § 38-511.

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

FOR THE ATTORNEY GENERAL: _____ Cindy Palmer, Procurement Manager _____ Date:

FOR THE CONTRACTOR:

Dan M. Clouse — Authorized Signature

AUG 20, 24 — Date:

DAVID CLOUSE - SHERIFF — Printed Name and Title

ATTEST:

_____ Clerk of the Governing Board *(if applicable)* _____ Date:

APPROVED AS TO FORM:

_____ Legal Counsel *(if applicable)* _____ Date:

Board of Supervisors Regular **1. o.**

Meeting Date: 09/24/2024

Title: Amendment No. 2 for Legal Services for Dependency Cases for Public Defenders Office B23-03-029

Submitted For: Joseph Finch, Public Defender

Submitted By: Cheryl Hollins, Account Specialist

Department: Public Defender

Motion before the Board:

Amendment No. 2, extending the Legal Services for Dependency Cases for Public Defenders Office Contract B23-03-029 with Belt Law Firm for one additional year (8/12/2024 through 8/11/2025)

Background:

On July 16, 2024, Amendment No. 1 was approved by the Board to extend the Legal Services for Dependency Cases Contract for two additional months. At the time, the Public Defenders Office anticipated being able to take over the Dependency cases. However, it has been determined that the Public Defenders Office will not be able to take over the Dependency cases and would like to extend the contract with Belt Law Firm, PLC. for one additional year. This is an annual contract with the option to renew up to four additional one-year terms, with mutual concurrence from both parties, and both parties are in concurrence.

Attachments

Amendment No. 2

Form Review

Inbox	Reviewed By	Date
Jeanine Carruthers	Jeanine Carruthers	09/12/2024 02:58 PM
Brandt Clark	Brandt Clark	09/16/2024 08:37 AM
Public Defender	Joseph Finch	09/17/2024 02:46 PM
Form Started By: Cheryl Hollins		Started On: 09/12/2024 02:17 PM
Final Approval Date: 09/17/2024		

NAVAJO COUNTY

"Proudly Serving, Continuously Improving"

CONTRACT AMENDMENT NO. 2
LEGAL SERVICES FOR DEPENDENCY CASES FOR PUBLIC DEFENDERS OFFICE,
CONTRACT NO. B23-03-029

John C. Belt, Esq.
Belt Law Firm, PLC.
14362 Frank Lloyd Wright Blvd., Ste. 1000
Scottsdale, AZ. 85260

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 12, 2024 through August 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 address below, attention Cheryl Hollins, as soon as possible.

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.	The above referenced Contract Amendment is hereby executed this 24th day of September 2024, at Holbrook, Arizona.
Signature Date	Chairman, Board of Supervisors
Typed/Printed Name and Title	

Navajo County - For Official Use Only

Board of Supervisors Regular **1. p.**

Meeting Date: 09/24/2024

Title: Nov. 5, 2024 Polling Location and Poll Workers

Submitted By: Rayleen Richards, Elections Director

Department: Elections

Motion before the Board:

Approve Poll Workers and Adopt **Resolution Number 38-24** designating Polling Places/Vote Centers for the General Election and a polling location contingency plan

Background:

There is 1 change from last election. Kykotsmovi Community bldg is under construction and the Senior Center has a roof leak. Hopi Elections Office will be available to us for this election only

Pursuant to A.R.S. § 16-531

1. When an election is ordered, and not less than twenty days prior to a general or primary election, the board of supervisors shall appoint for each election precinct one inspector, one marshal, two judges and as many clerks of election as deemed necessary.

Pursuant to A.R.S. § 16-411

2. Not less than twenty days before a general or primary election, and at least ten days before a special election, the board shall designate one polling place within each precinct where the election shall be held, except that:

On a specific finding of the board, included in the order or resolution designating polling places pursuant to this subsection, that no suitable polling place is available within a precinct, a polling place for such precinct may be designated within an adjacent precinct.

Attachments

Resolution Polling Location

General Poll Works work in progress

Form Review

Inbox	Reviewed By	Date
Jason Moore	Jason Moore	09/13/2024 01:49 PM

Elections Director	Rayleen Richards	09/13/2024 01:52 PM

Form Started By: Rayleen Richards
Started On: 09/12/2024 08:17 AM
Final Approval Date: 09/13/2024

RESOLUTION NO _____ - 24

A RESOLUTION OF THE NAVAJO COUNTY BOARD OF SUPERVISORS, DESIGNATING POLLING PLACES/VOTE CENTERS, PURSUANT TO ARS § 16-411(B).

WHEREAS, ARS § 16-411(B) provides as follows with respect to designating polling places:

"Not less than twenty days before a general or primary election, and at least ten days before a special election, the board shall designate one polling place within each precinct where the election shall be held, except that: 1.On a specific finding of the board, included in the order or resolution designating polling places pursuant to this subsection, that no suitable polling place is available within a precinct, a polling place for such precinct may be designated within an adjacent precinct.

and

WHEREAS, on a specific resolution of the board, the board may authorize the use of voting centers in place of or in addition to specifically designated polling place. A voting center shall allow any voter in the county to receive the appropriate ballot for that voter on Election Day and lawfully cast the ballot. The voting center may be established in coordination and consultation with the county recorder, at other county offices or at other locations in the county deemed appropriate.

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

That polling locations/vote centers for all Navajo County voting precincts attached hereto and incorporated herein as "Exhibit A" and contingency plan herein as "Exhibit B", are hereby approved by the Navajo County Board of Supervisors.

PASSED, APPROVED AND ADOPTED at Holbrook, Arizona on Sept. 24, 2024

NAVAJO COUNTY BOARD OF SUPERVISORS

By _____
Jason Whiting
Chairwoman of the Board

ATTEST:

_____
Melissa Buckley, Clerk of the Board of Supervisors

Exhibit A

Vote Center By Congressional District
Primary and General 2024

Congressional District #2	
AZ Game & Fish	2878 E. White Mountain Blvd., Pinetop-Lakeside, AZ
Black Mesa Chapter House	On IR41 7 M N Pinon to IR8066 right 9 M IR8066 4 M past Black Mesa Com Schl
Cedar Hills Senior Center	9419 Concho Hwy., Snowflake, AZ
Chilchenbeto Chapter House	Rd 591, turn right Take fork to the left Administration Bldg.
Clay Springs Library	2106 Granite Rd., Clay Springs, AZ
Dilkon Chapter House	.5 miles E. of NR60, .5 miles S. of NR15
First Mesa Consolidated Villages Community Center	Next to the Polacca Post Office
Forest Lake Chapter House	17 Miles North of Pinon, off N41
Greasewood Chapter House	Turn right IR15 Turn right to Greasewood Chapter.
Hardrock Chapter House (Administration)	N. of Hopi Culture Center, Hwy 264
Holbrook-Machusak Recreation Center (Old APS bldg)	404 1st Ave, Holbrook, AZ
Hon-Dah R.V. Park	1 Hwy. 73, Hon-dah, AZ
Indian Wells Chapter House	NW of N15 & N6, Indian Wells AZ, 86031
Jeddito Chapter House	Hwy 264, MP 408, NR9109
Joseph City Elementary School (Old Gym)	8176 N. Westover Ave., Joseph City, AZ
Kayenta Old Primary School	US Hwy 163 & Combridge Rd
Hopi Election Office	Bia 2 & SR 264, Kykotsmovi, AZ 86039
Linden L.D.S Church	971 Timberland Rd, Show Low, AZ
Little Singer School	Turn right IR71N 5 miles to the Little Singer School.
Low Mountain Chapter House	3 Miles NE of Low Mountain School N67
Navajo County Mogollon Complex	2188 W. Country Club Dr., Heber, AZ
Pinedale Fire Station	1248 Pinedale Rd., Pinedale, AZ
Pinon Chapter House	N4 & N41 on IR8030
Shonto Prep. School (Elementary School Sm. Gym)	East Hwy 160 & 98, Shonto, AZ
Show Low Camp Grace	6385 W. White Mtn. Blvd, Lakeside AZ
Show Low City Campus Gym	620 E. McNeil St, Show Low, AZ
Sipaulovi Youth & Elderly Bldg.	Across from Second Mesa Day School
Snowflake Social Hall	78 W. Center St., Snowflake, AZ
Sun Valley Fire Station	8611 N. 5th St., Sun Valley, AZ
Taylor Intermediate School (Gym)	207 North 500 West, Taylor, AZ
Teesto Chapter House	1 mile E. of SR87 on NR60
Town of Pinetop-Lakeside Town Hall	325 W White Mountain Blvd, Lakeside, AZ
Whippoorwill Springs Chapter House (OR Headstart)	turn right IR65, 1.5 miles to Whippoorwill school.
White Mountain Lake Community Bldg.	1785 Edmond Cr., White Mountain Lake, AZ
White Mtn Apache Housing Auth. Community Cnt.	216 Veteran Dr., Cibeque, AZ 85911
White Cone Chapter "Multipurpose Bldg."	28 N. Hwy 77, Indian Wells AZ
Whiteriver USD Admin.	963 S. Chief Ave., Whiteriver, AZ
Winslow Girl Scout House	500 E. Loy Engelhardt Way, Winslow, AZ
Woodruff Community Bldg.	6414 W. First St., Woodruff, AZ

Exhibit B

Precinct Name	***CURRENT Vote Center Location***	***Contingent #1***	***Contingent #2***	***Contingent #3***
Birdsprings	Little Singer School (Counseling Hogan)	Dilkon Chapter Admin	Winslow Girl Scout House	Bird Springs Chapter House
Black Mesa	Black Mesa Chapter House (Meeting Room)	Forest Lake Chapter House	Pinon Chapter House	
Cedar Hills	Cedar Hills Senior Center	Snowflake Social Hall	Taylor Intermediate School (Gym)	
Chilchinbeto	Chilchinbeto Administration Building	Kayenta Old Primary School	Shonto Prep. School (Elementary School Sm. Gym)	Black Mesa Chapter House (Meeting Room)
Cibecue	White Mtn Apache Housing Auth. Community Cnt.	Whiteriver USD Administration (Training Rooms A-B)	Show Low Gym	Show Low Camp Grace
Clay Springs	Clay Springs Library	Pinedale Fire Station	Navajo County Mogollon Complex	Linden LDS Church
Dilkon	Dilkon Chapter House	Teesto Chapter Chapter House	Indian Wells Chapter House	
Forest Lake	Forest Lake Chapter House (Meeting Room)	Black Mesa Chapter House	Pinon Chapter House	
Greasewood	Greasewood Chapter House (Meeting Room)	Whitecone Chapter House	Jeddito Chapter House	Indian Wells
Hardrock	Hardrock Chapter Modular Building #1	Pinon Chapter House	Kykotsmovi Community Center	
Heber/Overgaard	Navajo County Mogollon Complex	Pinedale Fire Station	Clay Springs Library	
Holbrook	Machusak Recreation Center	Joseph City High School	Sun Valley Fire Station	
Hon-Dah	Hon-Dah R.V. Park (Recreation Room)	AZ Game and Fish Dept. (Conference Room)	Whiteriver USD Administration (Training Rooms A-B)	
Indian Wells	Indian Wells Chapter House (Meeting Room)	Dilkon Chapter Admin	Whitecone Chapter House	
Jeddito	Jeddito Chapter House (Meeting Room)	Whitecone Chapter House	Indian Wells Chapter House	Greasewood Chapter House (Meeting Room)
Joseph City	Joseph City Elementary School (Old Gym)	Machusak Recreation Center		
Kayenta	Kayenta Old Primary School	Kayenta Chapter House	Shonto Prep. School (Elementary School Sm. Gym)	
Kykotsmovi	Hopi Elections Office	Sipaulovi Youth & Senior Center	First Mesa Consolidated Villages Community Center	Hardrock Chapter House
Lakeside	Pinetop-Lakeside Town Hall	AZ Game and Fish Dept. (Conference Room)	Hon-Dah R.V. Park (Recreation Room)	Show Low Camp Grace
Linden	Linden LDS Church	Pinedale Fire Station	Clay Springs Library	Navajo County Mogollon Complex
Low Mountain	Low Mountain Chapter House	Whippoorwill Chapter House	Pinon Chapter House	
Pinedale	Pinedale Fire Station	Clay Springs Library	Navajo County Mogollon Complex	Linden LDS Church
Pinetop	AZ Game and Fish Dept. (Conference Room)	Pinetop-Lakeside Town Hall	Hon-Dah R.V. Park (Recreation Room)	Show Low Camp Grace
Pinon	Pinon Chapter House (Meeting Room)	Whippoorwill Chapter House	Low Mountain Chapter House	
Polacca/Keams Canyon	First Mesa Consolidated Villages Community Center	Sipaulovi Youth & Senior Center	Hopi Elections Office	Hardrock Chapter House

Shonto	Shonto Prep. School (Elementary School Sm. Gym)	Shonto Chapter House	Kayenta Old Primary School	Black Mesa Chapter House (Meeting Room)
Show Low	Show Low Camp Grace	Show Low City Gym	Pinetop-Lakeside Town Hall	AZ Game and Fish Dept. (Conference Room)
Show Low	Show Low City Gym	Show Low Camp Grace	Pinetop-Lakeside Town Hall	AZ Game and Fish Dept. (Conference Room)
Sipaulovi	Sipaulovi Youth & Senior Center	First Mesa Consolidated Villages Community Center		Hardrock Chapter House
Snowflake	Snowflake Social Hall	Taylor Intermediate School (Gym)	Cedar Hills Senior Center	White Mountain Lake Community Building
Sun Valley	Sun Valley Fire Station	Machusak Recreation Center	Joseph City Elementary School (Old Gym)	
Taylor	Taylor Intermediate School (Gym)	Snowflake Social Hall	Cedar Hills Senior Center	White Mountain Lake Community Building
Teesto	Teesto Chapter (Meeting Room)	Dilkon Chapter House	Indian Wells Chapter House (Meeting Room)	Whitecone Chapter House (Meeting Room)
Whippoorwill/Tachee	Whippoorwill Springs Chapter House (Meeting Room)	Low Mountain Chapter House	Pinon Chapter House (Meeting Room)	
White Mountain Lake	White Mountain Lake Community Building	Taylor Intermediate School (Gym)	Show Low City Gym	Snowflake Social Hall
Whitecone	Whitecone Chapter Multipurpose Bldg.	Indian Wells Chapter House (Meeting Room)	Jeddito Chapter House (Meeting Room)	Greasewood Chapter House (Meeting Room)
Whiteriver	Whiteriver USD Administration (Training Rooms A-B)	Hon-Dah R.V. Park (Recreation Room)	Hon-Dah R.V. Park (Recreation Room)	AZ Game and Fish Dept. (Conference Room)
Winslow	Winslow Girl Scout House	Winslow Chamber of Commerce main hall of the Winslow Visitor's Center	Winslow L.D.S Church	
Woodruff	Woodruff Community Building	Machusak Recreation Center	Joseph City Elementary School (Old Gym)	Joseph City Elementary School (Old Gym)

Last Name	First Name	Election Day Precinct
Breeze-Delmar	Theresa	- Birdsprings
Breeze	Ann Marie	- Birdsprings
Delmar	Josephine	- Birdsprings
Del Mar	Benjamin	- Birdsprings
Begay	Jeffery	- Birdsprings
Thompson	Alice	- Black Mesa
Yellowhorse	Elaine	- Black Mesa
Gilmore	Henry	- Black Mesa
Price	Lateshia	- Black Mesa
Michael	Valadez	- Black Mesa
Mitchell	Augustine	- Black Mesa
Vaughn	Debra	- Cedar Hills
Isaacs	Brendon	- Cedar Hills
Alexander	Joyce	- Cedar Hills
Garza	Antonia	- Cedar Hills
Plants	William	- Cedar Hills
Evans	Pearl	- Cedar Hills
Parrish	Elfrieda	- Chilchinbeto
Smith	Ethel	- Chilchinbeto
Young	Rhoda	- Chilchinbeto
Jodie	Tyson	- Chilchinbeto
Young	Rhoda	- Chilchinbeto
Nix	John	- Chilchinbeto
Nix	Linda	- Chilchinbeto
Franklin	Phylissa	- Chilchinbeto
Big	Wilsina	- Chilchinbeto
Curley	Nancy	- Chilchinbeto
Charley	Malvina	- Chilchinbeto
Hamilton	Linda	- Cibecue
Beatty	Bronwen	- Cibecue
Henry	Shawna	- Cibecue
Lupe	Ignatius	- Cibecue
Henry	AnDru	- Cibecue

Last Name	First Name	Election Day Precinct
Jackson	Beverly	- Clay Springs
Farr	Paula	- Clay Springs
Jackson	Pamela	- Clay Springs
Davis	Marla	- Clay Springs
Parker	Beatrice	- Clay Springs
Karlie	Eberly	- Clay Springs
Andy	Donovan	- Dilkon
Zavala	Corey	- Dilkon
Molnar	Eric	- Dilkon
Yazzie	Shaun	- Dilkon
Begay	Celestina	- Dilkon
Begay	Lula	- Dilkon
Nelson	Sheila	- Dilkon
Cody	Lynn	- Dilkon
Wilson	Gloria	- Forest Lake
Gray	Robert	- Forest Lake
Begay	Pearl	- Forest Lake
Begay	Lucinda	- Forest Lake
Bahe	Linda	- Forest Lake
Begay	Mary Jane	- Greasewood
Begay	Jarvay	- Greasewood
Lewis	Patricia	- Greasewood
Williams	Shirley	- Greasewood
Chee	Cheryl	- Greasewood
Joe	Rose	- Greasewood
Yazzie	Clarissa	- Greasewood
Dorothy	Deal	- Hardrock
Robinson	Susie	- Hardrock
Shepherd	Mabel	- Hardrock
Yazzie	Micah	- Hardrock
Shepard	Lorianne	- Hardrock
Sonny	Tasheah	- Hardrock
Crank	Raynold	- Hardrock
Burton	Corrie	- Heber/Overgaard
Norman	Jeray	- Heber/Overgaard

Last Name	First Name	Election Day Precinct
Spanfelner	Cheryl	- Heber/Overgaard
Norman	Renee	- Heber/Overgaard
Hay	Nancy	- Heber/Overgaard
Coking	Mary Jane	- Heber/Overgaard
Hubbard	Jerry	- Heber/Overgaard
Parham	Teena	- Heber/Overgaard
Laughlin	Celia	- Heber/Overgaard
Norsworthy	Connie	- Heber/Overgaard
Standage	Besty	- Heber/Overgaard
Roberts	Ralph	- Heber/Overgaard
Bordwell	Deborah	- Heber/Overgaard
Dewitt	Rebecca	- Heber/Overgaard
Smith	Sandra	- Heber/Overgaard
Brown	Brenda	- Heber/Overgaard
Gregory	Kimberley	- Heber/Overgaard
Grier	Margaret	- Heber/Overgaard
Laramie III	Walter	- Heber/Overgaard
Stovall	Sydney	- Heber/Overgaard
Kulas	Paul	- Heber/Overgaard
Mothershed	Cheryl	- Heber/Overgaard
Burris	Paul	- Heber/Overgaard
Burton	Pallie	- Heber/Overgaard
Murphy	Patrick	- Heber/Overgaard
Gregory	Charles	- Heber/Overgaard
Ferguson	Heather	- Holbrook
Jansen	Deanna	- Holbrook
Ferguson	Mike	- Holbrook
Mclemore	Karen	- Holbrook
LeFevre	Thomas	- Holbrook
Hollins	Delphine	- Holbrook
Turley	Martha Dawn	- Holbrook
Barela	Nancy	- Holbrook
Szentgyorgyikiss	Eric	- Holbrook
Kasey	Isa	- Hon-Dah
Palmer	Tamika	- Hon-Dah
Opah	Udell	- Hon-Dah
Major	John	- Hon-Dah

Last Name	First Name	Election Day Precinct
Gene	Curlinda	- Indian Wells
Green	Scott	- Indian Wells
Gene	Melvina	- Indian Wells
Skeets	Margo	- Indian Wells
Gishi	Bessie	- Indian Wells
Atcitty	JoAnn	- Indian Wells
Hayes	Nellie	- Indian Wells
Evans	Chaslyn	- Indian Wells
Evans	Sandy	- Indian Wells
Begay	Felix	- Jeddito
Ashley	Janice	- Jeddito
Joseph	Giamona	- Jeddito
Yesslith	Stanford	- Jeddito
Lewis	Sally	- Jeddito
Gishal	Dante	- Jeddito
Ashley	Herman	- Jeddito
Manuelito	Kuautli	- Jeddito
Gilbert	Martin	- Joseph City
Holt	Keith	- Joseph City
Gilbert	Gwen	- Joseph City
Spurlock	Lorraine	- Joseph City
Lee	Lena	- Joseph City
Spurlock	Elizabeth	- Joseph City
Sullivan	Doreen	- Kayenta
Yazzie	Krystal	- Kayenta
Lake	Beth	- Kayenta
Clitso	Nizhoni	- Kayenta
Dayzie	Ruth	- Kayenta
Carlisle	Tisha	- Kayenta
SeChrist	Mary	- Kayenta
Reed	Ronnie	- Kayenta
Sullivan	Aidan	- Kayenta
Russell	Jeraline	- Kayenta
Todacheenie	Diana	- Kayenta
Welnick	Lynn	- Lakeside
Caldwell	Kenneth	- Lakeside
Dennison	Karen	- Lakeside

Last Name	First Name	Election Day Precinct
Enfield	Claude	- Lakeside
Jacobs	Carolyn	- Lakeside
Schmidt	Ricki	- Lakeside
Caldwell	Debra	- Lakeside
Spencer	Daniel	- Lakeside
Webber	Edith	- Lakeside
Price	Judy	- Lakeside
Gladden	Fleta	- Lakeside
Massa	Cara	- Lakeside
Ayers Fisk	Shannon	- Lakeside
Brown	Roger	- Linden
Gregory-Bell	Barbara	- Linden
Mosier	Diane	- Linden
Knudson	David	- Linden
Brown	Karen	- Linden
Leblanc	Janet	- Linden
Wong	Greg	- Linden
Leblanc	Larry	- Linden
McConnell	Christopher	- Linden
Nelson	Rosita	- Low Mountain
Nez	Irene	- Low Mountain
Nelson	Delores	- Low Mountain
Pearce	Jeff	- Low Mountain
Nez	Crystalynn	- Low Mountain
Nez	Cheryl	- Low Mountain
Honeyestewa	Esther	- Oraibi
Puhuyesva	Brianna	- Oraibi
Tewa	Fermina	- Oraibi
Debra	Sockyma	- Oraibi
Shupla	Lynette	- Oraibi
Hughes	Cindy	- Pinedale
Reidhead	Chantel	- Pinedale
Reidhead	Paul	- Pinedale
Lewis	Carole	- Pinedale
Mead	Dana	- Pinedale
Shreeve	Ken	- Pinedale
Evans	Robert	- Pinedale

Last Name	First Name	Election Day Precinct
Voldal	Steven	- Pinetop
Foy-Jentoft	Melissa	- Pinetop
Bauwens	Revone	- Pinetop
Ostreim	Debbie	- Pinetop
Decross	Wendell	- Pinetop
Decross	Gail	- Pinetop
Gastuch	Nilda	- Pinetop
Mitchell	Helen	- Pinetop
Strecker	Donna	- Pinetop
Small	Marylene	- Pinon
Begay	Kierra	- Pinon
Lee	Leandro	- Pinon
Blie	Vernita	- Pinon
Giratas	Braylee	- Pinon
Judy	April	- Pinon
Begay	Cassandra	- Pinon
Yazzie	Lillie	- Pinon
Yazzie	Virginia	- Pinon
Agoodie	Lisa	- Pinon
Tewa	Malerie	- Polacca/Keams Canyon
Adams (Ross)	Theresa	- Polacca/Keams Canyon
Adams	Adeline	- Polacca/Keams Canyon
Dallas	Clara	- Polacca/Keams Canyon
Pavata	Calvin	- Polacca/Keams Canyon
Lomahquahu	Alfred	- Polacca/Keams Canyon

Last Name	First Name	Election Day Precinct
Dayzie	Irene	- Shonto
Hudgins	Brenda	- Shonto
Black	Claudia	- Shonto
Keith	Kimberly	- Shonto
Carr	Orlando	- Shonto
Greyhat	Mary Dayzie	- Shonto
Curtis	Maebelle	- Shonto
Bryant	Timothy	- Shonto
Lockhart	Julie	- Show Low Gym
Wong	Amy	- Show Low Gym
Hunt	Deanna	- Show Low Gym
Skinner	Shirley	- Show Low Gym
Westberg	Katherine	- Show Low Gym
Woodworth	Dawn	- Show Low Gym
Berentz	Sheryl	- Show Low Gym
Holloway	Amy	- Show Low Gym
Holloway	Billy	- Show Low Gym
Keene	Leslie	- Show Low Gym
Magusin	Greg	- Show Low Gym
Vance	Margie	- Show Low Gym
Flake	Brenda	- Snowflake
Mills	Tamara	- Snowflake
Flake	Barbara	- Snowflake
Papa	Mitzi	- Snowflake
Clouse	Margo	- Snowflake
Stradling	Robin	- Snowflake
Harper	Luisa	- Snowflake
Morris	LeAnn	- Snowflake
Allen	Sylvia	- Snowflake
Cash	Elaine	- Snowflake
Wood	Beva	- Snowflake
Solomon	Joan	- Snowflake
McClellan	Richard	- Snowflake

Last Name	First Name	Election Day Precinct
Taylor	Trevor	- Sun Valley
Minter	Darsel	- Sun Valley
Wiessner	Julie	- Sun Valley
Taylor	Rick	- Sun Valley
Taylor	Twyla	- Sun Valley
Owens	Carol	- Taylor
Rothans	Lana	- Taylor
Rainwater	Debra	- Taylor
Gibson	Diane	- Taylor
Shelburne	Jamie	- Taylor
Morris	Antone	- Taylor
Hensley	Julie	- Taylor
Hargrove	Mylee	- Taylor
Lee	Arnene	- Taylor
Kohler	Laura	- Taylor
Owens	Dustin	- Taylor
Rojo	Mac	- Taylor
Muder	Debra	- Taylor
Hensley	Shaelee	- Taylor
Eggleston	Tana	- Taylor
Larson	Donna	- Taylor
Muder	Michelle	- Taylor
Roanhorse	Laura	- Teesto
Joe	Luther	- Teesto
Duffy	Jamie	- Teesto
Nells	Juanita	- Teesto
Wauneka	Susie	- Teesto
Duffy	Sherry	- Teesto
Gishie	Nellie	- Teesto
Roanhorse	Natasha	- Teesto

Last Name	First Name	Election Day Precinct
Gorman-Hackstadt	Steven	- Timber Mesa Fire Admin
Duran	Patricia	- Timber Mesa Fire Admin
Bader	Francine	- Timber Mesa Fire Admin
Sanchez	Sheryl	- Timber Mesa Fire Admin
Liberti	John	- Timber Mesa Fire Admin
Ater	Gary	- Timber Mesa Fire Admin
Tubbs	Michele	- Timber Mesa Fire Admin
Baker	Carla	- Timber Mesa Fire Admin
Honie	Francine	- Toreva
Honie	Otto	- Toreva
Naha	Emmaline	- Toreva
Leslie	Loris	- Toreva
Honie	Teresita	- Toreva
Polacca	Fannie	- Toreva
Honie	Martina	- Toreva
Jimmie	Annie	- Whippoorwill
Bahe	Elaine	- Whippoorwill
Gene	Phyllis	- Whippoorwill
Begay	Sadie	- Whippoorwill
Bahe	Michael	- Whippoorwill
Ben	Ryan	- Whippoorwill
Boyd,Jr	Nelson	- Whippoorwill
Angelos	Kathleen	- White Mountain Lake
Vertz	Mary Alice	- White Mountain Lake
Vertz	Daniel	- White Mountain Lake
Brock	Susan	- White Mountain Lake
James	Sharon	- Whitecone
Williams	Amber	- Whitecone
Wilson	Carlene	- Whitecone
Williams	Cornelia	- Whitecone
Yazzie	Calvert	- Whitecone
Nelson	Judy	- Whitecone
James	Darrell	- Whitecone
Wilson	Joletta	- Whitecone
Wilson	Taya	- Whitecone
Tsosie	Julia	- Whitecone
Williams	Preston	- Whitecone

Last Name	First Name	Election Day Precinct
Larzelere	LaVell	- Whiteriver
Declay	Sherry	- Whiteriver
Clendon	Dana	- Whiteriver
Walker	Rainey	- Whiteriver
Young	Ina	- Whiteriver
Paxson	Precious	- Whiteriver
Shurwin	Donna	- Whiteriver
Cody	Ethan	- Whiteriver
Standing	Tonita (Bouncey)	- Whiteriver
Baha-Alchesay	Arman	- Whiteriver
Early	Danya	- Whiteriver
Walker	Elva	- Whiteriver
Standing Sr.	Albert	- Whiteriver
Loas	Japheth	- Whiteriver
Standing	Kasen	- Whiteriver
Shudde	Steve	- Whiteriver
Pepper	Jovita	- Winslow
Contrerras	Kathy	- Winslow
Light	Sandra	- Winslow
Contrerras	Clinton	- Winslow
Nelson	Peggy	- Winslow
Daniels	Elisabeth	- Winslow
Henandez	Cathy	- Winslow
Hancock	Diane	- Winslow
Slonczewski	Louis	- Winslow
Vetaw	Rosezene	- Winslow
Echoles	Alisha	- Winslow
Kolomitz	Maranita	- Winslow
Simon	Zane	- Woodruff
Stoffer	Linda	- Woodruff
Myers	Kirby	- Woodruff
Myers	Cheyrl	- Woodruff
Stoffer	Richard	- Woodruff

Board of Supervisors Regular **1. q.**

Meeting Date: 09/24/2024

Title: Sympathy Letters

Submitted By: Christine Dunlap, Executive Secretary

Department: Board of Supervisors

Motion before the Board:

Sympathy Letters: George Amador (Public Works); Clint Haddox (Equipment Shop Foreman) and Christen Haddox (Elections Coordinator); Sherry Fish (Health District)

Background:

Sympathy Letters

Form Review

Inbox	Reviewed By	Date
Clerk of the Board	Melissa Buckley	09/12/2024 01:34 PM

Form Started By: Christine Dunlap Started On: 09/04/2024 12:02 PM

Final Approval Date: 09/12/2024

Board of Supervisors Regular **1. r.**

Meeting Date: 09/24/2024

Title: Clay Springs Community Center Roof Replacement Change Order No. 1

Submitted For: Bret Starns, Facilities Management Director

Submitted By: Jeanine Carruthers, Deputy Director Administration

Department: Facilities Mangement

Motion before the Board:

Change Order Number One increases the Clay Springs Community Center Roof Replacement project by an additional $19,506.00

Background:

On August 17, 2024, the Board of Supervisors approved the award of contract for the replacement of the roof at the Clay Springs Community Center to Mountain Roof Repairs, LLC in the amount of $142,866.00. Change Order Number One increases this contract by an additional $19,506.00 due to an increase in the pay scale for Davis Bacon wages.

Fiscal Impact

Fiscal Year: FY2025

Budgeted Y/N: Y

Amount Requested:

Fiscal Impact:

The CDBG Grant will fund $159,000 and the remaining $3,372 will be funded by the General Fund

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Attachments

Change Order No 1

Request

Form Review

Inbox	Reviewed By	Date
Brandt Clark	Brandt Clark	09/18/2024 09:23 AM
Facilities Management Director	Bret Starns	09/18/2024 09:58 AM
Form Started By: Jeanine Carruthers		Started On: 09/18/2024 08:46 AM
Final Approval Date: 09/18/2024		

NAVAJO COUNTY - CDBG PROGRAM
100 E. Code Talkers Drive
Holbrook, AZ 86025

CHANGE ORDER #1

CDBG Grant Contract #: 113-24

Project: Clay Springs Community Center Roof Replacement

Address: 2114 Sandstone Road, Clay Springs, Arizona, 85923

Contractor: Mountain Roof Repairs, LLC

Contract Dated: September 4, 2024

The following change(s) are authorized to the above-identified contract:

The Wage Rate Decision (WRD) in the bid package (AZ20240027, MOD 1, 1/19/2024) was updated more than 10 days prior to bid opening and must be incorporated into the contract. The applicable WRD is now (AZ20240027, MOD 3, 7/19/2024). The new WRD increased wages in the ELECTRICIAN & ROOFER category (ies) which warrants a change order in the amount of ____ for additional labor costs.

TOTAL NEW ADDITIONS TO THE CONTRACT = ***$ 19,506.00***

Initial Contract Amount	$ 142,866.00
Plus Previously Approved Change Orders	N/A
Plus Change Order Requested	$ 19,506.00
Total Current Contract Amount	$ 162,372.00

_____ _____
Kevin Young, Mountain Roof Repairs LLC Date

_____ _____
Jason Whiting, Navajo County Chairman Date

MOUNTAIN ROOF REPAIRS, LLC

Add for New Wage Rate

Provided 9/6/2024

Project: Clay Springs Community Center Roof Replacement.

Price includes added cost for roofers and labors, payment bond increase rate and payroll taxes.

Total Cost Difference:

$19,506. Nineteen Thousand Five Hundred Six Dollars.

1282 Lone Pine Dam Rd
Show Low, AZ 85901
E-Mail: youngkevin796@gmail.com
Phone: 928-358-7525

Board of Supervisors Regular **2. a. 1.**

Meeting Date: 09/24/2024

Title: Renewal of IGA CTR067944 Amendment No: One (1)

Submitted For: Janelle Linn, Health Director

Submitted By: Ivy McCullough, WIC Division Manager

Department: NC Public Health Services District

Motion before the Board:

Intergovernmental Agreement CTR067944 Amendment Number One (1) for WIC and Breastfeeding Peer Counseling Services between Navajo County and Arizona Department of Health Services

Background:

The renewal of this funding would allow the Navajo County Public Health Service District (NCPHSD) to continue to provide WIC and Breastfeeding Peer Counseling services during Federal FY25. The WIC program has been federally funded since 1974 and is a longstanding part of NCPHSD. Currently, the program serves approximately 2,100 participants monthly at five existing clinic sites (Winslow, Holbrook, Snowflake, Heber, and Show Low) and one satellite location in Pinetop. The Navajo County WIC Program provides nutrition education and offers referrals to community programs as well as healthy foods for low-income families across Navajo County. The WIC program supports women during pregnancy, offers breastfeeding support, and provides nutrition education and tips to caregivers of children from birth up to 5 years of age. WIC offers appointments over the phone, virtually, or in person to determine eligibility and provide services. The Navajo County WIC Program is 100% federally funded with an increase in funding from $473,640.00 in FFY24 to $559,519.00 in FFY25.

Fiscal Impact

Fiscal Year:

Budgeted Y/N:

Amount Requested:

Fiscal Impact:

100% Grant Funded

Attachments

CTR067944

Form Review

Inbox	Reviewed By	Date

Bryan Layton	Melissa Buckley	09/13/2024 09:39 AM
Health Director	Janelle Linn	09/14/2024 12:35 PM

Form Started By: Ivy McCullough Started On: 09/06/2024 08:20 AM

Final Approval Date: 09/14/2024

	INTERGOVERNMENTAL AGREEMENT (IGA) **Amendment**	**ARIZONA DEPARTMENT OF HEALTH SERVICES** 150 18th Ave Suite 530 Phoenix, Arizona 85007
Contract No.: **CTR067944**	IGA Amendment No.: One (1)	Procurement Officer **Kailee Gray**

WIC AND BFPC SERVICES

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

1. Pursuant to Terms and Conditions, Provision Six (6), Contract Changes, Section 6.1., Amendments, the following revision is made under this Amendment One (1):

   1.1. The Price Sheet is hereby revised and replaced.

   1.2. Exhibit A – 2 CFR 200.332 is revised and replaced.

ALL CHANGES ARE REFLECTED IN RED

All other provisions of this agreement remain unchanged.

Navajo County Health Department Contractor Name:	Authorized Signature
600 North 9th Place Address:	Print Name
Show Low **AZ** **85901** City State Zip	Title

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona	This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory. State of Arizona
Signature Date	Signed this day of 2024.
Print Name	Procurement Officer
Contract No.: **CTR067944**, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.	
Signature Date	
Assistant Attorney General	
Print Name	

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: **CTR067944**	IGA Amendment No.: One (1)	Procurement Officer **Kailee Gray**

PRICE SHEET

October 1, 2024 to September 30, 2025

Agency Name: Navajo County Health Department

Cost Reimbursement Line Item Budget

WIC Services

Federal Award Date: October 1, 2024
CFDA number and name: 10.557 Special Supplemental Nutrition Program for Women, Infants, and Children

WIC Services Account Classification	Amount
Personnel Expenses	$307,053.00
Employee Related Expenses	$158,796.00
Professional & Outside Services	$2,200.00
Travel Expense	$14,499.00
Occupancy Expenses	$0.00
Other Operating Expenses	$26,106.00
Capital Outlay Expenses	$0.00
Indirect Costs * (10%)	$50,865.00
Total	$559,519.00

Breastfeeding Peer Counseling Services

Federal Award Date: October 1, 2024
CFDA number and name: 10.557 Special Supplemental Nutrition Program for Women, Infants, and Children

Breastfeeding Peer Counseling Services Account Classification	Amount
Personnel Expenses	$0.00
Employee Related Expenses	$0.00
Professional & Outside Services	$0.00
Travel Expense	$0.00
Occupancy Expenses	$0.00
Other Operating Expenses	$0.00
Capital Outlay Expenses	$0.00
Indirect Costs	$0.00
	$0.00
Total	$0.00

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: **CTR067944**	IGA Amendment No.: One (1)	Procurement Officer **Kailee Gray**

Additional Terms and Conditions:

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

ADHS reserves the right to adjust awards given to local agencies depending on federal dollars received. Adjustments will be at the discretion of ADHS.

*Indicated indirect rate calculation

Additional WIC Program:

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

The assigned caseload for FFY 2025 is: 2,100

	INTERGOVERNMENTAL AGREEMENT (IGA) **Amendment**	**ARIZONA DEPARTMENT OF HEALTH SERVICES** 150 18th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: **CTR067944** / IGA Amendment No.: One (1)	Procurement Officer **Kailee Gray**

Exhibit A - 2 CFR 200.332

Exhibit - 2 CFR 200.332
§ 200.332
Requirements for pass-through entities. All pass-through entities must:

(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

Prime Awardee:	**Arizona Department of Health Services**
UEI#	**QMWUG1AMYF65**
Federal Award Identification (Grant Number):	216AZ008W1003
Subrecipient name (which must match the name associated with its unique entity identifier):	Navajo County Health Department
Subrecipient's unique entity identifier (DUNS #):	20698205
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	216AZ008W1003
Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency;	10/1/2024
Subaward Period of Performance Start and End Date;	10/01/2024-9/30/2025
Subaward Budget Period Start and End Date:	10/01/2024-9/30/2025
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):	$559,519.00
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation (how much is available for contracts):	$559,519.00
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	$559,519.00
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Arizona local implementation of the WIC Special Supplemental Nutrition Program for Women, Infants, and Children
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	United States Department of Agriculture, FNS Southwest Regional Office, Food and Nutrition Service, 1100 Commerce Street Room 522, Dallas, TX 75242-9980, Telephone: (214) 290-9810
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:	10.557 WIC Special Supplemental Nutrition Program for Women, Infants, and Children
Identification of whether the award is R&D	Not R&D award
Indirect cost rate for the Federal award (including the de minimis rate is charged) per § 200.414	10%

Board of Supervisors Regular **2. a. 2.**

Meeting Date: 09/24/2024
Title: CTR055412 Amendment 4 HPHC IGA
Submitted For: Janelle Linn, Health Director
Submitted By: Amy Stradling, Department Manager
Department: NC Public Health Services District

Motion before the Board:

Intergovernmental Agreement CTR055412 Amendment 4 between the Arizona Department of Health Services and Navajo County Public Health Services District to provide preventative services to our community

Background:

We have received this funding for ten-plus years. This allows us to provide several preventative services to our community, such as tobacco cessation, training for tobacco retailers, and education for our youth on positive youth development and life skills. This is the annual contract renewal, and all changes to the contract are indicated in red.

Attachments

HPHC Amendment 4

Form Review

Inbox	Reviewed By	Date
Brandt Clark	Brandt Clark	09/06/2024 10:58 AM
Health Director	Janelle Linn	09/06/2024 01:16 PM
Form Started By: Amy Stradling		Started On: 09/05/2024 05:09 PM
Final Approval Date: 09/06/2024		

	INTERGOVERNMENTAL AGREEMENT (IGA) **Amendment**	**ARIZONA DEPARTMENT OF HEALTH SERVICES** **OFFICE OF PROCUREMENT** 150 N. 18th Ave., Suite 530 Phoenix, Arizona 85007
Contract No.: CTR055412 Revised August 30, 2024	IGA Amendment No: 4	Procurement Officer: **Stacy Buske**

Healthy People Healthy Communities

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

1. Pursuant to Terms and Conditions, Provision Six (6) Contract Changes, subsection 6.1 Amendments, the Contract is hereby revised with the following:

1.1. The Exhibits are revised and replaced.

1.2. The Price Sheets are revised and replaced. The date range has been deleted in its entirety.

ALL CHANGES ARE REFLECTED IN RED

All other provisions of this agreement remain unchanged.

Navajo County

Contractor Name: **600 North 9th Place**	County Authorized Signature
Address: **Show Low** **AZ** **85901** City State Zip	Print Name Title and Date

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona	This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory. State of Arizona
Signature Date	Signed this · day of · 2024.
Print Name	Procurement Officer
Contract No.: **CTR055412**, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.	
Signature Date	
Assistant Attorney General	
Print Name	

Exhibit A

EVIDENCE-BASED STRATEGIES FOR TOBACCO

The Office of Tobacco Prevention and Cessation ("Office of Tobacco") within the Bureau of Chronic Disease and Health Promotion ("BCDHP") at Arizona Department of Health Services (ADHS) have historically supported evidence-based programs and system level changes that assist smokers in disparate or high-risk populations with tobacco prevention and cessation services. In Arizona, there are populations that are disproportionately impacted by tobacco use. Currently, priority populations identified by the Office of Tobacco are: 1) youth, 2) the justice-involved, and 3) those enrolled in the Arizona Healthcare Cost Containment System (AHCCCS).

County health department partners are required to identify three (3) populations that are disproportionately impacted by tobacco use in their communities, which may include the three (3) populations identified above or with other populations which may be identified based on county-level data. Counties shall provide the selected population groups with targeted evidence-based programs and activities for two (2) components: 1) Tobacco Prevention and 2) Tobacco Cessation. In addition, counties shall participate in three (3) ADHS-led work groups that shall explore innovative approaches to tobacco programming that address 1) Youth; 2) Secondhand Smoke (SHS); and 3) Emerging Issues. Counties shall also engage in in-person and virtual meetings as identified by ADHS.

The strategies within the Healthy People Healthy Communities (HPHC) Intergovernmental Agreement (IGA) are population-based approaches that shall require collaboration and support from key community partners, as well as promote health system level changes within healthcare systems and employers. These tobacco prevention and cessation strategies align with the U.S. Surgeon General's Report on Smoking Cessation 2020, the Centers for Disease Control (CDC) National Comprehensive Tobacco Control Program (NTCP), and Arizona Health Improvement Plan (AzHIP) 2021-2025.

The Tobacco component of the HPHC IGA is funded by Proposition 200, which states that tobacco tax dollars under the Health Education Account (HEA) requires monies be spent on "programs for the prevention and reduction of tobacco use." Arizona Revised Statute (A.R.S. § 36-772) authorizes four (4) types of expenditures by the HEA: contracts with county health departments and other local partners, administrative expenses, advertising, and evaluation of programs. Spending these monies for lobbying for political campaigns is expressly prohibited.

The County Contractor must select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

1. Strategic Area: Tobacco

1.1 Reduce tobacco-related disparities among target populations. Counties shall select populations based on local available data, including tobacco prevalence rates (BRFSS, AYS, YRBSS), CHIP, and CHA data, to inform programming.

1.1.1 Prevent the initiation of tobacco use (including emerging products and e-cigarettes) among youth and young adults (required).

1.1.1.1 Maintain current peer-to-peer youth programming to empower youth leadership and engagement via the Students Taking a New Direction (STAND), the statewide anti-tobacco youth coalition.

1.1.1.2 Support the ADHS-selected contractor with recruiting youth participants for statewide Enforcement efforts.

1.1.1.3 Facilitate and conduct in their county the AGO Arizona Retailer Tobacco Training Program with retailers and clerks that have been cited for selling tobacco to underage youth.

1.1.1.4 Collaborate with schools in their counties by:

1.1.1.4.1 Offering the American Lung Association's INDEPTH: An Alternative to Teen Nicotine Suspension or Citation, a train the trainer model.

1.1.1.4.2 Establishing a Task Force with school districts, school administrators, or superintendents to identify current needs in youth prevention. Task Force efforts must include the development of a work plan, evaluation plan, and identified evidence-based strategies.

1.2 Implement evidence-based, culturally appropriate community interventions to promote quitting among adults and youth, via health systems changes incorporating Arizona Smokers' Helpline (ASHLine) cessation services into providers protocols/workflow, and promoting services offered through Arizona Smokers' Helpline (ASHLine).

1.2.1 Counties shall identify and eliminate tobacco-related disparities among **two (2)** additional population groups:

1.2.1.1 Individuals involved or at-risk for involvement with the criminal justice system, including jails, prisons, probation, parole, or specialty court.

1.2.1.2 People of low socioeconomic status.

1.2.1.3 Individuals with behavioral health conditions (including mental health conditions and substance use disorders).

1.2.1.4 Other priority populations not listed and pre-approved by ADHS. Counties shall submit a proposal to ADHS that will include surveillance and evaluation data to justify the population selection.

1.2.2 Engage communities, partners, and community-based organizations to strengthen capacity. Counties shall identify and select community partners that may include:

1.2.2.1 Employers.

1.2.2.2 Healthcare systems, including:

1.2.2.2.1 Federally Qualified Community Health Centers (FQHCs) or FQHC Look-alikes.

1.2.2.2.2 Hospitals.

1.2.2.2.3 Community clinics.

1.2.2.2.4 Private practices.

1.2.2.2.5 Behavioral Health Clinics.

1.2.2.2.6 Substance Abuse Centers.

1.3 Participate in at least one (1) ADHS-led Tobacco Work Group that addresses one (1) of the following priority issues:

1.3.1 Youth.

1.3.2 Secondhand Smoke.

1.3.3 Emerging Issues.

1.4 Participate in required ADHS Office of Tobacco update conference calls, virtual meetings, and in-person meetings, including (but not limited to):

1.4.1 1:1 Calls.

1.4.2 Group monthly conference calls.

1.4.3 Annual HPHC IGA Summit.

1.4.4 In-person semi-annual statewide partner meetings, to occur:

1.4.4.1 Spring (March/April).

1.4.4.2 Fall (September/October).

1.4.5 Tobacco Office Hours/Coffee Talks, as scheduled and needed.

1.4.6 Call with contracted technical assistance providers regarding initiatives. Example: Youth TA Provider (TBD), TA-Community of Practice for Justice Involved, and ASHLine contracted provider.

1.5 Obtain ADHS approval on all county-level tobacco marketing or communications initiatives.

1.5.1 All marketing materials (the use of the ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published, or recorded by the Grantee and paid for with funds from this grant award must be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements.

1.5.1.1 Submit request for fund utilization for marketing & media through the ASHLine Asset Portal and the documents contained within the portal for approval by ADHS Office of Tobacco (ASHLine.org).

1.6 Obtain ADHS approval to attend conferences whether they are in-state or out-of-state. Contractors shall follow the following guidelines.

1.6.1 Travel is limited to two (2) Tobacco program staff persons.

1.6.2 A completed HPHC IGA Tobacco Program: Conference Attendance Travel Request Form must be submitted to the HPHC IGA Program Administrator and the HPHC IGA Tobacco Program Manager ninety (90) days prior to conference/travel, to allow for review and approval.

1.6.3 Contractors are required to follow guidance and rates established by the ADOA-GAO SAAM.

1.6.4 Notify and obtain approval from ADHS/Office of Tobacco proposed prior to entering into contracts for professional or outside services, memorandum of understanding (MOU) in reference to work related to Tobacco Strategies.

1.7 Use of Incentives to Support Programming Efforts

1.7.1 The use of incentives and promotional items is an allowable expense under the HPHC IGA program. Per the Arizona Tobacco Control Program (ATCP), two percent (2%) of a Contractor's total annual budget can be applied towards the purchase of incentives and promotional items.

1.7.2 Contractor shall submit for approval for purchase of incentive items to ensure they meet programming guidance and justify the use of incentive in relation to their HPHC IGA Tobacco Action Plan.

1.7.3 Incentives for youth coalition work shall follow the ATCP STAND Coalition Incentive Guidance document for approval, tracking, and distribution and be approved by the ATCP prior to ordering.

Exhibit B

EVIDENCE-BASED STRATEGIES FOR HEALTH IN ARIZONA POLICY INITIATIVE (HAPI)

The Health in Arizona Policy Initiative (HAPI) utilizes evidence-based approaches to address population health needs including the Health in All Policy Framework, Health Impact Pyramid, and National Prevention Strategy. In January 2012, ADHS began the process of establishing contracts with local health departments to address health policy. ADHS has established contracts with thirteen (13) of the fifteen (15) local health departments (Apache, Cochise, Coconino, Gila, Graham, Greenlee, Maricopa, Mohave, Navajo, Pinal, Pima, Yavapai and Yuma), and the Town of Parker. The contracted health departments and/or town will provide their communities with evidence-based programs and activities concentrated on one (1) or more of the HAPI focus areas: Healthy Worksites, School Health, Community Design/Healthy Communities, Chronic Disease, Healthy Aging, Clinical Care, or Procurement.

The overall goal of the Intergovernmental Agreement (IGA) was established to increase local capacity to implement preventative health policy, system and environmental (PSE) changes/ public health approaches through defined strategic areas.

The five (5) year IGA action plan(s) and activity/activities developed by the local health department will address the following funding priorities:

1) Addressing the four (4) leading chronic disease deaths, as reported by the Centers for Disease Control and Prevention (CDC) per ARS 36-770 (Proposition 303 Tobacco Tax), which includes Heart Disease, Cancer, Chronic Lower Respiratory Disease, and Alzheimer's Disease.

2) Supporting WIC participants and their families per WIC Health Lottery Revenue.

The County Contractor must select one (1) or more strategies from the following strategic areas.

This Exhibit defines the Program Strategy/s within each Strategic Area:

2. Strategic Area: Health in Arizona Policy Initiative (HAPI)

2.1 Social Determinants of Health (SDOH) / Health in All Policies (HiAP)

2.1.1 Assess and identify gaps in addressing public health and social determinants of health (SDOH), with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and / or health risks.

2.1.2 Develop and implement an action plan that includes policy, systems or environmental (PSE) / public health, and / or Health in All Policies (HiAP) approaches to address the gaps in addressing public health and social determinants of health (SDOH), with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks.

2.2 Community Engagement

2.2.1 Increase community engagement of partners, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks.

2.2.2 Develop, create and/or participate in coalitions, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and /or health risks.

2.2.3 Develop and implement a coalition action plan, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks.

2.2.4 Develop coalition capacity to support advocacy, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks.

2.3 Systems Change

2.3.1 Assess and identify gaps in addressing “Little p” system changes, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks.

2.3.2 Develop and implement an action plan that addresses the gaps in addressing “Little p” systems changes, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks.

2.4 Emerging Issues

2.4.1 Assess and identify emerging issues with community partners that align with local, state or national level emerging issues, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks.

2.4.2 Develop and implement action/ breakthrough plans to address emerging issues, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks.

2.5 Workforce Capacity Building/Professional Development

2.5.1 Increase knowledge of staff and community partners through professional development and workforce capacity building, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks.

2.6 Evidence Based / Evidence Informed / Promising Practices or Public Health Approaches

2.6.1 Implement Evidence Based / Evidence Informed / Promising Practices or Public Health Approaches, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and /or health risks.

Exhibit C

EVIDENCE-BASED STRATEGIES FOR TEEN PREGNANCY PREVENTION

The Teen Pregnancy Program offers strategic approaches to improve the health and social well-being of youth through the reduction of teen pregnancies and sexually transmitted infections/diseases, and the awareness of healthy relationships and life skills, including financial literacy and educational and career success. The program provides youth with knowledge and skills that can be applied throughout their lives. Program models are evidence-based, age appropriate, medically accurate, and culturally relevant and incorporate a positive youth development approach.

The teen pregnancy prevention programs also offer a Parent/Youth Communication Education component which can give parents the tools to actively engage in meaningful communication with their teens on a variety of topics including sexual health issues. Parents, grandparents and guardians of a teen are welcome and encouraged to participate in these educational sessions.

Proposition 203, The Healthy Arizona Initiative, was passed by Arizona voters in November 1995, authorizing the use of lottery funds when available to be utilized for teen pregnancy prevention programs. The funds from the lottery became available in July 2005. The Arizona Department of Health Services (ADHS}, Bureau of Women's and Children's Health (BWCH), Teen Pregnancy Prevention Program, is charged with the implementation of these funds.

Proposition 207, The Smart and Safe Act, was passed by Arizona voters in November 2020, authorizing the legal use of recreational marijuana. The funds from this act will be available on July 1, 2021. The Arizona Department of Health Services (ADHS), Bureau of Women's and Children's Health (BWCH), is charged with the implementation of a portion of these funds.

The County Contractor must select one (1) or more strategies from this strategic area. This Exhibit defines the Program Strategy/s within each Strategic Area:

3. Strategic Area: Teen Pregnancy Prevention

3.1 Implement with fidelity, abstinence plus evidence-based program models, through curriculum delivery to youth ages eleven to nineteen (11-19) and implement core curricula that are on the ADHS TPP approved curriculum list incorporating a positive youth development approach.

3.1.1 Program models shall be evidence-based, culturally relevant, medically accurate, and age appropriate. Programs for youth shall be inclusive of at least three (3) of five (5) Adulthood Preparation Subjects -Healthy Relationships, Healthy Life Skills, Adolescent Development, Educational/Career Success, and/or Financial Literacy. Optionally, to parents/caregivers of youth eleven to nineteen (11-19) years of age.

3.1.2 Program management, services, requirements, deliverables, etc. shall be in accordance with the TPP Policy and Procedures Manual.

3.1.3 Program tasks include but are not limited to:

3.1.3.1 Delivery of curriculum in a variety of settings - in school, after school, community-based, juvenile detention/probation, foster care group homes, etc.

3.1.3.2 Educating youth on both abstinence and contraception for the prevention of teen pregnancy and sexually transmitted diseases/infections.

3.1.3.3 Obtaining active parental consent forms for youth participation in programming and evaluation.

3.1.3.4 Maintaining up-to-date attendance records.

3.1.3.5 Administering pre and post surveys to youth, and submitting completed surveys to ASU SIRC.

3.1.3.6 Ensuring the number of youths proposed is served and that eighty percent (80%) of youth participating in the curriculum complete at least seventy-five (75%) of curriculum dosage.

3.1.3.7 Completion of fidelity monitoring logs following each session delivered.

3.1.3.8 Submitting monthly unduplicated counts of youth served.

3.1.3.9 Submitting annual Forms A-D of reporting total unduplicated count of youth served, program hours received, and type of programs received.

3.1.3.10 Attending meetings and/or calls, i.e., semi-annual contractor meetings, mid-year budget review and youth served calls, Wyman Teen Outreach Program® review calls (if applicable), summer professional development, etc.

3.1.3.11 Navigating the TPP SharePoint for entry of reporting data, program announcements, discussion boards, and obtaining program forms.

4. Strategic Area: Teen Pregnancy Prevention Youth Mental Health First Aid Initiative

4.1 Certify TPP Program Health Educators in Youth Mental Health First Aid Training with prior approval from ADHS; (Note: Non-TPP Program Health Educators may be trained for cross-staffing, however, priority should be given to TPP Health Educators)

4.1.1 Complete the National Council for Behavioral Health (NCBH) "Coordinator Access" form to grant ADHS staff viewer rights to pre and post training survey data from organizations trained:

4.1.1.1 Participate in technical assistance meetings and/or phone calls to be hosted by ADHS.

4.2 Certified trainers shall deliver at minimum three (3) trainings per year to maintain active certification in YMHFA.

4.2.1 Stipend for training will be $2,000 per training for a total of $6,000 per year.

4.3 Trainers may co-facilitate and each facilitator can count co-facilitations towards their required three (3) training(s) per year, for certification purposes.

4.3.1 Co-facilitated training(s) will only count as one (1) training for payment of stipends.

4.4 Training events shall follow the training outline identified by the National Council of Behavioral Health (NCBH) Youth Mental Health First Aid.

4.5 Training to youth serving organizations shall be conducted in one (1) of two (2) options: In-person or blended learning.

4.6 Each training shall consist of no less than five (5) participants and no more than thirty (30) and include participant training materials.

4.7 Course materials shall be ordered for all training participants as this is a required component.

4.8 For the TPP Youth Mental Health First Aid Training, programs shall submit the following with their quarterly CERs:

4.8.1 Participant sign-in sheet (if in person) that includes organization's name, date, and name of the educator.

4.8.2 "Chat Box" sign-in sheet (if virtual) that includes the organization's name, date, and name of the educator.

4.8.3 Please note: Stipends can only be billed for training(s) conducted during the quarter.

5. Strategic Area: Teen Pregnancy Prevention Youth Councils

To establish or enhance Youth Councils throughout the state to focus on public health topic areas impacting adolescents, specifically mental health/suicide prevention, bullying prevention, sexual and reproductive health, promoting annual well visits, injury prevention, and/or promoting preventive dental visits.

5.1 Costs to implement a Youth Council shall be calculated as follows:

5.1.1 Youth Stipends: $25.00 per hour; per youth; per meeting and community service projects.

5.1.2 Operating & Community Service Projects Costs: Not to exceed $15,000.

5.1.3 Youth Council Advisor: Not to exceed one (1) FTE, if needed to coordinate councils.

5.2 Councils shall build positive experiences, relationships, and environments where young people are given the space to be leaders, take initiative, create innovative ideas and solutions to identified public health topic areas (as listed above).

5.3 Program management, services, requirements, deliverables, etc. shall be in accordance with the Youth Council Policy and Procedures Manual.

5.4 Identify and assign one (1) Adult Advisor to the Youth Council who shall:

5.4.1 Provide guidance or advice to Youth Council members to complete tasks and activities.

5.4.2 Attend a two-day Youth/Adult Partnership training.

5.4.3 First (1st) training shall be a Youth Advisor training only, to be held in Phoenix, in-person or virtually, date and location to be determined (TBD), and second (2nd) training shall be a combined Youth Advisor/Youth Council member training to be held at Youth Council site, in person or virtually, date and location TBD.

5.5 Participate in quarterly Youth Advisor calls with ADHS.

5.6 Attend a virtual grant orientation training, date and time TBD.

5.7 Attend the biennial Adolescent Health Conference in Phoenix during the summer.

5.8 Youth participation required during the Adolescent Health Conference, including presentations and participating in the youth track, if applicable.

5.9 Identify and recruit youth ages eleven to nineteen (11-19) and maintain a functional Youth Council with eight to ten (8-10) youth members who shall:

5.9.1 Complete an annual Action Plan outlining the activities that are planned for the year.

5.9.2 Meet at least twice a month and at minimum twenty (20) meetings a year, during days/times that are conducive to the youth's schedules and maintain meeting notes for each meeting.

5.9.3 At minimum one (1) meeting a month should be in person. Second (2nd) meeting can be in person or virtual.

5.10 Plan, implement, and participate in at minimum three (3) community service-learning activities per year, focusing on one (1) or more of the topics outlined above; projects shall have a reflection and debriefing component.

5.11 Attend a one-day Youth/Adult Partnership training to be held at Youth Council site, in person or virtually, date and location TBD.

5.12 Identify two (2) youth members to participate in the planning of a youth track for the biennial Adolescent Health Conference held in Phoenix, focused on building leadership skills and other topic areas of interest.

5.13 Attend the biennial Adolescent Health Conference, at minimum the one-day youth focused track, or the entire conference.

5.14 If selected, present on activities conducted during the biennial Adolescent Health Conference held in Phoenix.

5.15 Provide input and feedback on adolescent-centered projects being developed at the state level, as needed. This may include but is not limited to focus groups, surveys, or input at meetings.

5.16 Represent youth in meetings of the Arizona Alliance for Adolescent Health and/or provide expertise on adolescent-focused projects, as needed.

Exhibit D

EVIDENCE-BASED STRATEGIES FOR CHILD FATALITY REVIEW

The mission of the Child Fatality Review is to reduce preventable child fatalities in Arizona through a systematic, multi-disciplinary, multi-agency, and multi-modality review process. Prevention strategies, interdisciplinary training, community-based education, and data-driven recommendations are derived from this report to aid legislation and public policy.

The County Contractor shall implement evidence-based strategies and conduct child fatality reviews at the local community level that promote and implement healthy communities' interventions that target policy, system and environmental approaches that will shape the communities in which we live, learn, work, and play. Promote and implement healthy people interventions that target individual behavior and support making healthy choices, and review the circumstances surrounding the deaths of children, from birth through age seventeen (17), occurring in Arizona, to determine the preventability of each death and develop recommendations to reduce preventable childhood deaths; and review the deaths of all children who reside in their counties, and also the deaths of all children which occur within their counties, including children who were not residents of Arizona.

ADHS has established contracts with seven (7) of the fifteen (15) local health departments to oversee child fatality reviews. This includes Coconino, Graham (responsible for Graham and Greenlee County child fatality reviews), Mohave (responsible for Mohave and La Paz County child fatality reviews), Navajo, Pinal, Yavapai, and Yuma.

The County Contractor must select one (1) or more strategies from this strategic area. This Exhibit defines the Program Strategy/s within each Strategic Area:

6. Strategic Area: Child Fatality Review Program

6.1 Conduct multi-disciplinary reviews, in accordance with A.R.S. § 36-342, 36-3501-4, of all child deaths (ages zero to seventeen (0-17) years old of residents of the listed county, and of deaths occurring within the listed county who were not residents of Arizona.

6.2 Comply with policies and procedures established by the ADHS CFRP and approved by the State Child Fatality Review Team. Program tasks include, but are not limited to:

6.2.1 Maintain, keep on file, and make available upon request to ADHS' Child Fatality Review Program, a current list of members, including the designation of a team Chairperson.

6.2.2 Maintain an original, signed confidentiality form on each member of the County Child Fatality Review team.

6.2.2.1 Maintain a secured and locked file cabinet for storage of records.

6.3 Establish and maintain a team consisting of the following membership in accordance with ARS 36-3502:

6.3.1 County medical examiner or designee.

6.3.2 Child Protective Services Administrator or designee.

6.3.3 County Health Department Director or designee.

6.3.4 A domestic violence specialist.

6.3.5 A psychiatrist or psychologist licensed in this state.

6.3.6 A pediatrician certified by the American Board of Pediatrics or a family practice physician certified by the American Board of Family Practice.

6.3.7 A person from a local law enforcement agency.

6.3.8 A person from a local prosecutor's office.

6.3.9 A parent.

6.4 Provide orientation to all members and consultants which include topics that are outlined in the contract:

6.4.1 Instruction regarding confidentiality.

6.4.2 Use of the data forms.

6.4.3 Public access to team information.

6.4.4 Responsibilities and limitations of team membership; Process and goals of fatality review.

6.4.5 The promotion of culturally diverse and competent approaches in case reviews; and Review materials provided by the State Team.

6.4.6 The promotion of culturally diverse and competent approaches in case reviews.

6.4.7 Review materials provided by the State Team.

6.5 Establish procedures for access records related to the circumstances surrounding child fatalities as outlined in the contract:

6.5.1 Death Certificates.

6.5.2 Birth Certificates.

6.5.3 Law enforcement Reports.

6.5.4 Medical Examiner’s Reports.

6.5.5 Medical Records.

6.5.6 Child Protective Services’ Reports.

6.5.7 Other Records as Needed.

6.6 Establish procedures to track fatalities requiring review by the Local Team and completion of reviews.

6.7 Prepare Quarterly reports to ADHS Child Fatality Review Program of activities, cases reviewed, and obstacles to completion of reviews.

6.8 Convene team meetings, at a frequency sufficient to review all fatalities with the identified scope of work.

6.9 Complete the standard data form, approved by the State Child Fatality Team, on each review. The Chairperson of the Local Team must review data forms for accuracy, completeness and legibility and must sign the review form prior to submittal to ADHS Child Fatality Review Program.

6.10 Keep a written log of cases received for review and date of review.

6.11 Participate in Local Team Coordinators meetings at a minimum of once each calendar year.

6.12 Implement all other requirements outlined in the Contract including, but not limited to:

6.12.1 A complete and accurate Child Fatality Review Form for each death reviewed by the Local Team. Data forms must be submitted by the fifteenth (15th) day of each month, following the month of the fatality review.

6.12.2 All reviews of child fatalities occurring during the prior calendar year these reviews must be completed and data forms submitted by the June 30th.

6.12.3 Local Fatality Team Quarterly Reports on or before the thirtieth (30th) day of the month following the quarter. Due dates are as follows: October 30th, January 30th, April 30th, and July 30th. Quarterly reports must contain the Local Teams' membership lists, activities, number of cases reviewed, and obstacles to completion of reviews.

Exhibit E

EVIDENCE-BASED STRATEGIES FOR SUICIDE MORTALITY REVIEW

Suicide is preventable. In Arizona, both the number and rate of suicides continues to rise. Arizona's rate of suicide per 100,000 people was twenty-four percent (24%) higher than that of the United States in 2017. In 2018, suicide ranked 8th among the leading causes of death but contributed substantially to premature mortality. Pursuant to A.RS. § 36-199 and§ 36-199.01, ADHS is establishing a Suicide Mortality Review Program in the Arizona Department of Health Services (ADHS). The program will conduct an annual analysis on the incidences and causes of suicides in the state during the preceding fiscal year. This analysis will help to inform what changes are needed to decrease the incidence of preventable suicides, and as appropriate, take steps to implement these changes. ADHS will fund, encourage and assist in the development of local county health department Suicide Mortality Review Teams in their local jurisdiction and to develop suicide prevention recommendations for their communities.

On March 3, 2020 Governor Doug Ducey joined mental health advocates, legislators and family members affected by suicide to sign Senate Bill 1523, also known as Jake's Law. The bill is named in honor of Jake Machovsky, an Arizona teen who lost his life to suicide in 2016 after battling mental health issues. The law requires insurance companies to cover mental health treatment and creates the Children's Behavioral Health Services Fund and provides $8 million for behavioral health services for children who are uninsured or underinsured. The law prohibits insurance companies from denying coverage for services that are covered by the plan simply because they are delivered in an educational setting. This law also establishes a mental health parity advisory committee to ensure that all parties including families, providers, advocacy organizations, and insurers have a voice at the table, creates a suicide mortality review team to review deaths by suicide and provide policymakers with improved data and recommendations, and helps increase follow-up services for patients at risk for suicide.

Proposition 207, The Smart and Safe Act, was passed by Arizona voters in November 2020, authorizing the legal use of recreational marijuana. The funds from this act will be available on July 1, 2021. ADHS, through the Bureau of Chronic Disease and Health Promotion, is charged with the implementation of a portion of these funds. The five (5) year IGA action plan(s) and activity/activities developed by the local health department will address the following:

1) A.R.S. § 36-199 and§ 36-199.01: Suicide Mortality.

This Exhibit defines the Program Strategy/s within each Strategic Area:

7. Strategic Area: Suicide Mortality Review

7.1 Promote and implement healthy communities' interventions that target policy, system and environmental approaches that will shape the communities in which we live, learn, work, and play.

7.2 Attend ADHS training and technical assistance sessions on standards and protocols for local suicide mortality review teams, this includes the onboarding of new program staff.

7.3 Bring together local community agencies in a formal process to systematically review and share information on suicide events for persons over the age of eighteen (18) years old, identify risk factors in those deaths, and provide prevention recommendations. Program tasks below apply to all county reviews and include but are not limited to:

7.3.1 The County Contractor shall for the Suicide Mortality Review Program:

7.3.1.1 Attend scheduled training sessions with ADHS on Suicide Mortality Review Policies and Procedures.

7.3.1.2 With guidance from ADHS Suicide Mortality Program Manager, establish a local Suicide Mortality Review team roster and submit to ADHS for review, including times when team member(s) vacate or are new to the local Suicide Mortality Review Team.

7.3.1.3 Provide orientation to all members and consultants which include, at a minimum, the following topics:

7.3.1.3.1 Instruction regarding confidentiality.

7.3.1.3.2 Overview of Senate Bill that establishes the local Suicide Mortality Review team.

7.3.1.3.3 Use of the data forms.

7.3.1.3.4 Public access to team information.

7.3.1.3.5 Responsibilities and limitations of team membership; Process and goals of fatality review.

7.3.1.3.6 The promotion of culturally diverse and competent approaches in case reviews, using Suicide Mortality Review materials provided by the State Team.

7.3.1.3.7 The promotion of culturally diverse and competent approaches in case reviews.

7.3.1.3.8 Review materials provided by the State Team.

7.3.1.4 Establish procedures for accessing the following records related to the circumstances surrounding suicide:

7.3.1.4.1 Death Certificates.

7.3.1.4.2 Birth Certificates.

7.3.1.4.3 Law enforcement Reports.

7.3.1.4.4 Medical Examiner's Reports.

7.3.1.4.5 Medical Records.

7.3.1.4.6 Child Protective Services' Reports.

7.3.1.4.7 Other Records, as needed.

7.3.1.5 Establish procedures to track fatalities requiring review by the Local Team and completion of Reviews.

7.3.1.6 Prepare quarterly and/ or annual reports and data for the ADHS Suicide Mortality Review Program, cases reviewed, and obstacles to completion of reviews.

7.3.1.7 Convene team meetings, at a frequency sufficient to review all fatalities within the identified scope of work. If the State Suicide Mortality Review Team will be reviewing

records for your jurisdiction, you shall send a representative when the review is conducted.

7.3.1.8 Enter data for each case reviewed using ADHS Suicide Mortality Review Data Collection Tool to include demographic and prevention recommendation data. Data for cases shall be entered by an employee of the County Contractor following completion of each case review meeting and shall be submitted to the Suicide Mortality Review Program Manager on a quarterly basis.

7.3.1.9 Conduct an annual analysis on the incidences and causes of suicides in the local community during the preceding fiscal year.

7.3.2 For the Suicide Mortality Review Program, ADHS will:

7.3.2.1 Establish a State Suicide Mortality Review Team.

7.3.2.2 Provide a Policies and Procedure Manual, and update as necessary.

7.3.2.3 Develop standards and protocols for local suicide mortality review teams and provide training and technical assistance to these teams.

7.3.2.4 Provide a Quarterly and/ or Annual Reporting Template.

7.3.2.5 Provide a Suicide Mortality Data Collection Tool.

7.3.2.6 Provide supporting documentation requirements for quarterly payment.

7.3.2.7 Provide Quarterly Meetings for contractors to:

7.3.2.7.1 Provide training and technical assistance on the suicide mortality review process.

7.3.2.7.2 Provide access to technical assistance and guidance from ADHS staff, Local Health Department peers/mentors and subject matter experts related to the strategy for which the County has received funding

Exhibit F

SUPPORTING DOCUMENTATION

Please provide documentation that supports the work that you have outlined on your Action Plan and quarterly reports. Note: Supporting Documentation will be due in the second (2nd) and fourth (4th) quarters. The following are approved types of supporting documentation that can be submitted. Counties are expected to keep supporting documentation on hand for all quarters and to provide to ADHS upon request. This information can also be found on the new Quarterly Report and Supporting Documentation Template.

Required Documentation:

For each program of the IGA, provide documentation of evidence of work performed. **Approved** examples are below by program:

Tobacco

Youth Prevention: Anti-Tobacco Coalition: The following are acceptable submissions for documentation of work completed.

- Recruitment: Copies of flyers pertaining to events for recruitment and expanding youth membership, as submission of coalition roster form,
- Youth Coalition Action Plan: Copy of the coalition action plan developed by the youth members.
- Coalition Meetings: Copies of meeting agenda along with a sign-in sheet of those attending the meeting.
- Peer to Peer Education/Community Education: The Office of Tobacco has created the following event form for partners to fill out and submit for each of their coalition events: Youth Coalition Event Form. The coalition can also include pictures from events.
- Presentation to Community Leadership (Board of Supervisors, City Councils, or any other governing body): Partners can utilize the Youth Coalition Event Form for this activity as well.

AGO/FDA Inspection Recruitment & Arizona Retail Tobacco Training:

- The number of recruitment events held: Date of event, youth recruited, completed paperwork submitted.
- Dates of inspections and how many youths participated in inspections.
- ARTT: Copy of flyer advertising training, dates of training and sign-in sheet for attendees. Evaluation forms sent to Tracy Lenartz.

Cessation: ASHLine Outreach/Group Cessation Meetings- The following documents are acceptable submission for documentation of work.

- ASHLine Outreach: The County shall provide a copy of ASHLine Cessation Referral report covering the documentation period. ASHLine & County Partners will develop a report that partners can utilize to track referrals for cessation for their county. This report, once developed, will be sent to county partners for their utilization in monitoring location referrals and for contract reporting and documentation.
- County Partners Cessation Referral Trainings and Presentations: The Office of Tobacco has created the following form for partners to fill out and submit for each of cessation referral training and presentations: County Cessation Training & Presentation Form.
- Group Cessation Meetings: Copy of flyers regarding meetings, date(s) of meetings, number of participants in training, name are not required due to HIPPA. Are any of the participants enrolled in group classes as well as ASHLine.

Priority Population Initiative:

If a task group/work group is created to address the chosen population please provide the following information:

- Copies of meeting agenda along with sign-in sheet.
- Action plan or work plan for addressing issues with the work group.
- Evaluation Plan that will assess the success/status of the goal.

Health in Arizona Policy Initiative (HAPI)

- Sign-in sheet for a training, meeting or wellness activity (should include date, time, and name of training/meeting, etc.); Event flyer or meeting/training agendas (should include date, time and name of training/ meeting, etc.); activity log (should include date, time, name of training/meeting/activity and a brief description of each, etc.)
- Certificate of Completion.
- Documentation of participation in coalition/advisory boards, etc. such as an agenda, minutes from the meeting, membership letter.
- Final Reports of activity.
- Photographs (i.e. proof of water station installation), please note that if you send pictures of individuals, you must have consent to use the picture of the individual.
- Pre and post survey results of participants in self-management programs.
- Attendance/participation sheet for chronic disease self-management programs.
- Communication plan or materials used for any public awareness campaigns.
- Reporting of process or intermediate performance measures related to the activity within the strategic area(s);
- Partner list or partner meeting agendas.
- Completed Assessments.
- Developed Action Plans for implementation.

Teen Pregnancy Prevention (TPP)

- Certificates of Completion.
- Parent nights/health fairs: Flier signed by authorized representative of event and/or County Program Supervisor
- Instead of submitting attendance records as proof of services performed, counties shall submit the ***TPP Verification of Curriculum Delivery Form***. The Teen Pregnancy Prevention Program Manager will access the delivery of curriculum form to verify the classes provided are reflective of the narrative in the quarterly reports.
- ***Teen Pregnancy Prevention Work Summary Report Form*** (for COVID-19 reassignments.
  Please Note: If TPP staff has been reassigned, make sure to include a separate ***Labor Activity Report*** and ***General Ledger***, clearly indicating a breakdown of FTE percentages applied to TPP State Lottery dollars and another funding source.

See below for further clarification:

- TPP Lottery funds cannot be used to pay for staff temporarily reassigned to the COVID-19 emergency response. However, TPP staff can be reassigned for COVID-19 related activities by using another funding source. Within the TPP Action Plan and Quarterly Narrative Reports, counties should indicate whether service activities have been provided and include any updates. If TPP services have not been provided, note the following, “Services have not been conducted within the period of (insert dates). TPP staff have been temporarily reassigned to COVID-19 activities using a different funding source.” If staff have been partially assigned to TPP and COVID-19 activities, include the FTE breakdown in the quarterly report as well.

- For CERs, provide Year to Date expenses of what was actually incurred; do not bill for the full fixed price amount. When submitting supporting documentation, during Quarters two (2) and four (4) **only**, submit the corresponding Labor Activity Reports and General Ledgers as supporting documentation to illustrate what the TPP staff have been working on.

Teen Pregnancy Prevention (TPP) Youth Mental Health First Aid Initiative

- Participant sign-in sheet (if in person) that includes organization's name, date, and name of the educator, or
- "Chat Box" sign-in sheet (if virtual) that includes the organization's name, date, and name of the educator. Please note: Stipends can only be billed for training(s) conducted during the quarter.

Child Fatality Review (CFR)

- A sign in sheet and agenda for all review meetings.
- A listing of the number of CFR cases identified by ADHS and the number reviewed by your county. This information can be submitted on the HPHC IGA Child Fatality Review Supporting Documentation Form.

Suicide Mortality Review

- A sign in sheet and agenda for all review meetings.
- Annual Report.

Price Sheet

Healthy People Healthy Communities

ACTION PLAN

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Upon approval of the following Action Plans: Tobacco Prop 200 = $8,370.00 Chronic Disease Prop 303 = $226.00 WIC Lottery = $7,700.00 Teen Pregnancy = $34,903.00	EA	1	$51,199.00	$51,199.00

TOBACCO PROGRAM

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Upon completion of tasks for each specific service strategy after approval of quarterly reports. See SOW for Specific Service Strategies (i.e. Prevention, Cessation, Secondhand Smoke, Enforcement)	QTR	4	$39,758.00	$159,032.00

HEALTH IN ARIZONA POLICY INITIATIVE PROGRAM

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Upon completion of tasks for each specific service strategy after approval of quarterly reports. See SOW for Specific Service Strategies (i.e. Alzheimer's, Chronic Pulmonary Disease, Hypertension, Self-Management, Procurement, Healthy Community Design, School Health, Worksite Wellness, and Clinical Care) Funding Per Quarter includes: Chronic Disease Prop 303 = $3,432.00 WIC Lottery = $8,075.00	QTR	4	$11,507.00	$46,028.00

CHILD FATALITY REVIEW PROGRAM

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Upon completion of tasks for each specific service strategy after approval of quarterly reports. See SOW for Specific Service Strategies.	QTR	4	$3,750.00	$15,000.00

TEEN PREGNANCY PREVENTION PROGRAM

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Upon completion of tasks for each specific service strategy after approval of quarterly reports. See SOW for Specific Service Strategies.	QTR	4	$34,903.00	$139,612.00

TEEN PREGNANCY PREVENTION PROGRAM – YOUTH MENTAL HEALTH FIRST AID INITIATIVE

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	MAX NUMBER OF UNITS PER YEAR	UNIT RATE	TOTAL
Upon completion of tasks for each specific service strategy after approval of quarterly reports See SOW for Specific Service Strategies	Training	3	$2,000.00	$6,000.00

SUICIDE MORTALITY REVIEW PROGRAM

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Upon completion of tasks for each specific service strategy after approval of quarterly reports. See SOW for Specific Service Strategies	QTR	4	$6,250.00	$25,000.00

TOTAL

ITEM/SERVICE DESCRIPTION	TOTAL
ANNUAL TOTAL (NOT TO EXCEED)	**$441,871.00**

Board of Supervisors Regular **2. b. 1.**

Meeting Date: 09/24/2024
Title: CDC Public Health Associate recognition
Submitted For: Janelle Linn, Health Director
Submitted By: Rochelle Spencer, Deputy Health Director
Department: NC Public Health Services District
Presented By: Janelle Linn

Subject:

Presentation to recognize our CDC Public Health Associates

Background:

Navajo County Public Health Services District would like to recognize our CDC Public Health Associates for their two years of service to Navajo County. Kiana Davis and Kelsey Nies started their internship with NCPHSD in October 2022 and supported our WIC and Environmental Health programs. Both have demonstrated exceptional service and exceeded our district's project expectations. Aside from their regular job duties, they were able to participate in our CHA and CHIP development, data analysis, and participating in the CHIP workgroups, to name a few. We are very grateful for their service and wish them the best in their future endeavors.

Form Review

Inbox	Reviewed By	Date
Clerk of the Board	Melissa Buckley	08/23/2024 04:02 PM
Health Director	Janelle Linn	08/26/2024 08:24 AM

Form Started By: Rochelle Spencer Started On: 08/21/2024 01:59 PM
Final Approval Date: 08/26/2024

Board of Supervisors Regular **3. a.**

Meeting Date: 09/24/2024

Title: Presentation to Mark Lamb on his Retirement from Navajo County after 8+ Years of Service

Submitted By: Eric Scott, HR Director

Department: Administrative Services **Division:** Human Resources

Presented By: Eric Scott and Madhav Mundle

Subject:

Presentation to Mark Lamb on his Retirement from Navajo County after 8+ Years of Service

Background:

Form Review

Inbox	Reviewed By	Date
Clerk of the Board	Melissa Buckley	09/12/2024 01:34 PM
Form Started By: Eric Scott		Started On: 09/05/2024 09:43 AM
Final Approval Date: 09/12/2024		

Board of Supervisors Regular **3. b.**

Meeting Date: 09/24/2024

Title: Personnel Service Awards - July-September 2024

Submitted By: Crystal Castillo, Executive Secretary

Department: Administrative Services **Division:** Human Resources

Presented By: Eric Scott

Subject:

Personnel Service Awards: Congratulations to the following employees for their continued service to Navajo County: **Clark Edwards** (Superior Court) 5 years; **Patty Graham** (Pinetop Justice Court) 5 years; **Nathan Ostertag** (Sheriff) 5 years; **James Allen Shreeve** (Sheriff) 5 years; **Olivia Todd** (Treasurer) 5 years; **Paul Dobell** (Information Technology) 5 years; **Octavia Thompson** (Health District) 5 years; **Erika Chavez** (Sheriff) 5 years; **Nikki Olson** (Health District) 5 years; **Garrison Yazzie** (Jail Operations) 5 Years; **Scott Mauff** (Public Works) 5 Years; **Jessica Freeman** (Jail Operations) 5 Years; **Michael Tyler** (Facilities Management) 10 Years; **Katelyn Butler** (Sheriff) 10 Years; **Wylie Williams** (Sheriff) 15 Years; **Tony Peterson** (Clerk of Superior Court) 15 Years; **Maria Nevarez** (Probation) 20 Years; **Sheena Valdez** (Probation) 25 Years; **Randall Whipple** (Public Works) 35 Years; and **Joel Ruechel** (County Attorney) 40 Years.

Form Review

Inbox	Reviewed By	Date
Clerk of the Board	Melissa Buckley	09/12/2024 01:34 PM
Form Started By: Crystal Castillo		Started On: 09/09/2024 08:23 AM
Final Approval Date: 09/12/2024		

Board of Supervisors Regular **4. a.**

Meeting Date: 09/24/2024
Title: APAAC Award Recognition – Deputy County Attorney Martin Roes
Submitted For: Brad Carlyon, County Attorney
Submitted By: Melissa Buckley, Clerk of the Board of Supervisors
Department: County Attorney
Presented By: Brad Carlyon

Subject:

Presentation to Deputy County Attorney, Martin Roes, who received the APAAC Juvenile Prosecutor of the Year Award from the Arizona Prosecuting Attorneys' Advisory Council

Background:

"The Navajo County Attorney's Office is leanly staffed, like many rural counties, and employs only one primary juvenile prosecutor, Martin Roes, who joined the office in 2020. In 2023, the juvenile desk saw a major uptick of cases – an increase of 100 cases over 2022. Despite a year distinguished by a particularly arduous caseload, Martin demonstrated laser focus on individual cases, along with a remarkable aptitude for taking a balanced and nuanced approach to cases that considers the best interests of the juvenile, the goal of rehabilitation, and the need for public safety. In his few years on the juvenile desk, and particularly in the exponentially busy 2023, Martin has displayed a commendable understanding of and respect for the long-standing consequences of juvenile prosecution on the community, victims, and juvenile defendants. He stands as a strong example for the juvenile justice community."

Form Review

Inbox	Reviewed By	Date
County Attorney	Brad Carlyon	09/12/2024 07:55 PM
Form Started By: Melissa Buckley		Started On: 09/12/2024 09:40 AM
Final Approval Date: 09/12/2024		

Board of Supervisors Regular **5. a.**

Meeting Date: 09/24/2024

Title: Public Safety Interoperability Communications Project Continuation and Expansion

Submitted For: David Clouse, Sheriff

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

Department: Sheriff

Presented By: Sheriff David Clouse

Motion before the Board:

Consideration of an award from the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance in the amount of $2,307,000 for the continuation and expansion of the Navajo County Sheriff's Office Public Safety Interoperability Communication Project.

Background:

Navajo County Sherriff's Office (NCSO) has been awarded $2,307,000 from FY 2024 Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program. The project's budget consists of an additional 100 portable and mobile L3 Harris radios, radio tower equipment for 8 sites, 2 more Compact Rapid Deployables along with the Starlink broadband monthly associated fees (48 months), and ESRI/ArcGis Mapping and Geovalidating licensing required to utilize Motorola Flex software's option for the mapping/geolocation, providing exact location of deputies at all times. This project began in early 2022 with funding provided by ARPA. It has been able to continue with additional funding awarded through DEMA and will be able to come to fruition with the award of the Byrne Discretionary Community Project Grant.

Recommendation:

The Navajo County Sheriff's Office recommends acceptance and approval of the awarded funds for the continuance of this project.

Attachments

Byrne Discretionary Grant Award

Byrne Discretionary Grant Presentation

Form Review

Inbox	Reviewed By	Date
Brandt Clark	Brandt Clark	09/16/2024 08:39 AM
Kimberly Willis (Originator)	Kimberley Willis	09/16/2024 09:37 AM
Form Started By: Kimberley Willis		Started On: 09/12/2024 02:35 PM
Final Approval Date: 09/16/2024		

Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	COUNTY OF NAVAJO 100 E CODE TALKERS DR
City, State and Zip:	HOLBROOK, AZ 86025
Recipient UEI:	FH3HTA8K5456

Project Title: Public Safety Interoperability Communication Project (Phase II)	**Award Number:** 15PBJA-24-GG-00215-BRND

Solicitation Title: BJA FY24 Invited to Apply- Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program

Federal Award Amount: $2,307,000.00	**Federal Award Date:** 8/15/24

Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant

Opportunity Category: D
Assistance Listing:
16.753 - Congressionally Recommended Awards

Project Period Start Date: 3/9/24	**Project Period End Date:** 9/30/26
Budget Period Start Date: 3/9/24	**Budget Period End Date**: 9/30/26

Project Description:
The Navajo County Sheriff's Office (NCSO) has taken a proactive approach to bridging gaps and expanding public safety communication abilities throughout the county. The NCSO has worked diligently on planning and developing a regional communications system that integrates law enforcement and other first responder agencies together within the region and throughout the State of Arizona. The system is designed to link federal, state, county, municipal, and tribal agencies together. This funding will further enhance and expand the regional interoperability communications system via the following activities: (1) Harris Mobile and Portable Radios: this will standardize the mobile and portable radios that personnel use. NCSO is transitioning to FirstNet, as well as, the other public safety agencies in and around the county; (2) Radio Tower Equipment: the NCSO is currently operating with five radio tower sites that are spread across the county. The county is currently in the process of adding three additional sites by June 2023. The additional eight sites being requested will completely cover the county will little to no gaps in traditional radio coverage; (3) FirstNet Mini Compact Rapid Deployable (CRD) Cell Towers: the FirstNet Mini CRD+Satellite Broadband can be quickly deployed on any Sheriff's vehicle and taken to a scene in a remote area of the county to provide a cellular signal. This device will work with satellite backhaul and will allow incident command posts and all employees working the incident to have wireless communications and mobile services; and (4) ESRI and ArcGIS: the ESRI and ArcGIS licensing will allow NCSO to utilize the mapping features in the Motorola Flex software, as well as, the body worn cameras that will help members of the agency, including dispatch, to know exactly where the deputies are based on their geolocation from vehicles, radios, and body worn cameras.

Award Letter

August 15, 2024

Dear JAYSON VOWELL,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by COUNTY OF NAVAJO for an award under the funding opportunity entitled 2024 BJA FY24 Invited to Apply- Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program. The approved award amount is $2,307,000.
Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen
Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits

discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Additional Information Required

NEPA Letter

The scope or location or the proposed project is such that it may not qualify for a categorical exclusion as contained in Appendix D to Part 61 of Title 28 of the Code of Federal Regulations. As such, prior to initiation of the project, the grantee may need to complete an Environmental Assessment (EA) and/or an Environmental Impact Statement (EIS).

Additional information is needed to determine if any of the following activities will be conducted as a result of this award, whether under the Office of Justice Programs federal action or a related third party action:

(1) New construction

(2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species

(3) A renovation that will change the basic prior use of a facility or significantly change its size

(4) Research and technology whose anticipated and future application could be expected to have an effect on the environment

(5) Implementation of a program involving the use of chemicals (including the

identification, seizure, or closure of clandestine methamphetamine laboratories)

For more information about NEPA requirements, including which projects may qualify for categorical exclusions, and the preparation of an environmental review documents, please see

https://bja.ojp.gov/national-environmental-policy-act-nepa-guidance.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for the Bureau of Justice Assistance.

NEPA Coordinator

First Name	Middle Name	Last Name
Orbin		Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
COUNTY OF NAVAJO

UEI
FH3HTA8K5456

Street 1
100 E CODE TALKERS DR

Street 2

City
HOLBROOK

State/U.S. Territory
Arizona

Zip/Postal Code
86025

Country
United States

County/Parish

Province

Award Details

Federal Award Date
8/15/24

Award Type
Initial

Award Number
15PBJA-24-GG-00215-BRND

Supplement Number
00

Federal Award Amount
$2,307,000.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.753	Congressionally Recommended Awards

Statutory Authority

Department of Justice Appropriations Act, 2024 (Pub. L. No. 118-42, 138 Stat. 25, 146-47)

[ ]
I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2024 BJA FY24 Invited to Apply- Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program

Awarding Agency

OJP

Program Office

BJA

Application Number

GRANT14141994

Grant Manager Name

Meredith Healey

Phone Number

202-445-9753

E-mail Address

Meredith.Healey@usdoj.gov

Project Title

Public Safety Interoperability Communication Project (Phase II)

Performance Period Start Date

03/09/2024

Performance Period End Date

09/30/2026

Budget Period Start Date

03/09/2024

Budget Period End Date

09/30/2026

Project Description

The Navajo County Sheriff's Office (NCSO) has taken a proactive approach to bridging gaps and expanding public safety communication abilities throughout the county. The NCSO has worked diligently on planning and developing a regional communications system that integrates law enforcement and other first responder agencies together within the region and throughout the State of Arizona. The system is designed to link federal, state, county, municipal, and tribal agencies together. This funding will further enhance and expand the regional interoperability communications system via the following activities: (1) Harris Mobile and Portable Radios: this will standardize the mobile and portable radios that personnel use. NCSO is transitioning to FirstNet, as well as, the other public safety agencies in and around the county; (2) Radio Tower Equipment: the NCSO is currently operating with five radio tower sites that are spread across the county. The county is currently in the process of adding three additional sites by June 2023. The additional eight sites being requested will completely cover the county will little to no gaps in traditional radio coverage; (3) FirstNet Mini Compact Rapid Deployable (CRD) Cell Towers: the FirstNet Mini CRD+Satellite Broadband can be quickly deployed on any Sheriff's vehicle and taken to a scene in a remote area of the county to provide a cellular signal. This device will work with satellite backhaul and will allow incident command posts and all employees working the incident to have wireless communications and mobile services; and (4) ESRI and ArcGIS: the ESRI and ArcGIS licensing will allow NCSO to utilize the mapping features in the Motorola Flex software, as well as, the body worn cameras that will help members of the agency, including dispatch, to know exactly where the deputies are based on their geolocation from vehicles, radios, and body worn cameras.

[ ]
I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

Year 1	Total
Personnel	
$0	$0
Fringe Benefits	
$0	$0
Travel	
$0	$0
Equipment	
$1,470,000	$1,470,000
Supplies	
$0	$0
Construction	
$0	$0
SubAwards	
$0	$0
Procurement Contracts	
$822,600	$822,600
Other Costs	
$14,400	$14,400
Total Direct Costs	
$2,307,000	$2,307,000

Indirect Costs

$0 $0

Total Project Costs

$2,307,000 $2,307,000

Spacer

Federal

Non-Federal

Year1

$2,307,000

$0

Spacer

$2,307,000

$0

Budget Totals

	Total	Percentage
Total Project Cost	$2,307,000	
Federal Funds	$2,307,000	100.00~symbolPlaceholder~
Non-Federal Amount	$0	0.00~symbolPlaceholder~
Match Amount	$0	0.00~symbolPlaceholder~
Program Income	$ 0	

0.00~symbolPlaceholder~

Empty Space

Budget Category
Personnel
Fringe Benefits
Travel
Equipment

Supplies
Construction
SubAwards
Procurement Contracts
Other Costs
Indirect Costs

[ ]
I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Meaningful access requirement for individuals with limited English proficiency

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

2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

3

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions

regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

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

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

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

4

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

5

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

6

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

7

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements.

8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

9

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

10

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

11

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

13

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

14

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

15

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

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

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

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

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

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

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

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website

(https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

16

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

17

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

18

Restrictions and certifications regarding non-disclosure agreements and related matters

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

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

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

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

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

a. it represents that--

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

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

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

19

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

21

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

22

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period

of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

23

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

24

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

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

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

25

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

26

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of

PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

28

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, “Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety,” OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient (“subgrantee”) at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the “controlled equipment” list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

30

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for

authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

31

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

32

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

33

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient’s Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at https://justicegrants.usdoj.gov/training/training-entity-management.

34

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35

Body-worn cameras, policies and procedures

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

36

Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

37

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

38

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

39

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

40

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

41

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection

requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

42

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

43

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

44

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

45

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

46

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https:/ / it.ojp.gov/ gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

47

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment’s protection against unreasonable searches and seizures and the First Amendment’s freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

48

The recipient agrees that it will submit quarterly financial status reports (the SF 425 Federal Financial Report) to OJP in JustGrants, no later than the deadlines set out in the DOJ Financial Guide and the JustGrants guidance (typically 30 days after the end of each calendar quarter). Delinquent reports may lead to funds being frozen and other remedies.

49

The recipient shall submit semiannual performance reports. Performance reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at https://justgrants.usdoj.gov

50

As of the first day of the period of performance for the award, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum, all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)).

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

51

Limit on use of grant funds for grantees' employees' salaries

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

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

52

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

53

The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

Environmental Assessment (EA): The recipient agrees and understands that funded activities (whether conducted by the recipient or subrecipients or contractors) may require the preparation of an EA as defined by the Council on Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500. An EA is a concise public document that briefly provides sufficient analysis for determining whether to prepare an environmental impact statement (EIS) or a finding of no significant impact for the proposed activity. If in completing an EA for a proposed activity, potential adverse environmental impacts are identified, the EA will serve as a vehicle for developing either alternative approaches or mitigation measures for avoiding or

reducing the identified adverse environmental impacts.

Modifications: Throughout the term of this award, the recipient agrees that for any activity that is the subject of a completed EA, it will inform BJA of-- (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until BJA, with the assistance of the recipient, has determined whether the proposed change or activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under a BJA-conducted environmental impact review process.

54

The recipient is authorized to incur obligations, expend, and draw down funds in an amount not to exceed 25% of the total amount of the award. None of these funds may be used to acquire chemicals, or implement a project involving the use of chemicals such as testing of evidence, or implement a major renovation or construction project, while this condition remains on the award. The recipient is not authorized to incur any additional obligations, or make any additional expenditures or drawdowns until the program office has verified that the recipient has submitted all necessary documentation required to comply with Department of Justice Environmental Impact Review Procedures found at 28 CFR Part 61, Appendix D, OJP has reviewed and approved the documentation, and an Award Condition Modification (ACM) has been issued removing this condition.

[ ]
I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time

Acting Assistant Attorney General	Brent J. Cohen	8/12/24 9:25 AM

Authorized Representative

Entity Acceptance

Title of Authorized Entity Official
Finance Director

Signed Date And Time
—

2024 BYRNE DISCRETIONARY GRANT

NAVAJO COUNTY - INTEROPERABILITY EXPANSION PROJECT

AWARDED FUNDS: $2.3 MILLION

In 2023, a request was made through Arizona Senator's Sinema and Kelly offices for additional funding to help supplement funds for the Navajo County Interoperability Communication Project. Earlier this year, we received word of being awarded $2.3 million dollars from that request.

This funding will cover costs of purchasing multi-band radios that will be used to outfit county service departments, and to be able to purchase more radio and interoperability communications equipment, and geo location equipment, for first responders across Navajo County.

ARIZONA SENATOR
MARK KELLY

Kelly & Sinema Deliver Over $10 Million to Strengthen Public Safety in Communities Across Arizona

Following the Senators' request, $10,081,000 in federal grants awarded to support Arizona's local law enforcement

Arizona Senators Mark Kelly and Kyrsten Sinema announced the Department of Justice has finalized major federal investments coming to Arizona to support law enforcement. These investments were secured by Kelly and Sinema earlier this year as a part of the Fiscal Year 2024 bipartisan federal appropriations legislation to support law enforcement and public safety priorities and projects across Arizona.

"As the son of two police officers, I know well that public safety suffers when law enforcement and first responders don't have the tools they need," **said Kelly.** "These grants will provide vitally needed resources for police departments throughout Arizona and help improve law enforcement capacity in our rural and tribal communities."

"Arizona's law enforcement officers bravely risk their lives every day to keep us safe. I'm proud to bring these federal investments to Arizona–supporting projects and priorities for safer and healthier communities," **said Sinema.**

Project Name	Project Recipient	City	Award Amount
Body Cameras and Crime Response	Bisbee Police Department	Bisbee	$210,000
Police Negotiation Response Vehicle	City of Peoria	Peoria	$103,000
SWAT Team Response Vehicle	La Paz County Sheriff's Office	Parker	$305,000
Public Safety Interoperability Communication Project (Phase II)	Navajo County	Holbrook	$2,307,000
Pima County Adult Detention Complex	Pima County Sheriff's Department	Tucson	$458,000
Public Safety Dispatch Center	Town of Florence	Florence	$1,230,000
Pima County Wireless Integrated Network Radio Replacement Project	Pima County	Pima County	$3,520,000
Critical Incident Management Resources	Town of Queen Creek	Queen Creek	$1,948,000

###

For Immediate Release: September 16, 2024
CONTACT: Press@Kelly.Senate.Gov
Follow U.S. Senator Mark Kelly on Twitter, Facebook, and YouTube

Mobile and Portable Radios

- **100 Mobile and Portable Radios - $1.4 Million**
  - These radios will benefit other departments in Navajo County.
    - Sheriff's Office Command Post
    - Animal Control and Medical Examiner's Office
    - Constables
    - Probation Department
    - Code Enforcement
    - Emergency Management

Radio Tower Site Equipment

- **8 radio sites repeater equipment - $753,600**
  - This equipment will be for new sites and Multi-Channel redundancy at existing sites.
    - Repeaters
    - Antennas
    - Battery Backups and Generators
    - FCC Licensing
    - Filters & Amplifiers

FIRSTNET COMPACT RAPID DEPLOYABLE (CRD) DEVICES AND BACKHAUL

- **2 CRD DEVICES - $84,400**
  - THESE DEVICES CAN BE DEPLOYED DURING EMERGENCY SITUATIONS WHERE CELL TOWERS ARE RENDERED INOPERABLE. SATELLITE FEED SIGNAL CAN CREATE CELLULAR SIGNAL FOR 1-TO-2-MILE RANGE.
    - USED WITH COMMAND POSTS
    - REMOTE AREAS
    - EMERGENCY MANAGEMENT
    - AGENCY ASSIST PURPOSES
    - LARGE SCALE EVENTS SUCH AS 4TH OF JULY, COUNTY FAIR, ETC.

GEOLOCATION CAD FEATURES AND UPDATES

- **COMPUTER AIDED DISPATCH (CAD) LOCATION FEATURES - $69,000**
  - THESE SERVICES MAKE IT POSSIBLE TO IDENTIFY DEPUTY LOCATIONS DURING EMERGENCIES AND IMPLEMENT FASTEST ROUTING SERVICES FOR SAFER AND QUICKER RESPONSE TIMES TO THE PUBLIC.
    - 9-1-1 NENA STANDARDS COMPLIANCE
    - ACCREDITATION COMPLIANCE
    - INTERFACES WITH ANY GEO-LOCATION DEVICES WORN BY DEPUTIES
      - BODY CAMERA
      - RADIO
      - MDC
      - VEHICLE

Board of Supervisors Regular **6. a**

Meeting Date: 09/24/2024
Title: Parcel Fabric RFP No. B24-06-005
Submitted For: Ken Dewitt, Information Technology Director
Submitted By: Jeanine Carruthers, Deputy Director Administration
Department: Information Technology
Presented By: Ken Dewitt

Motion before the Board:

Consideration of award of contract #B24-06-005 Parcel Fabric to Bruce Harris & Associates, Incorporated to provide professional parcel mapping services for Parcel Fabric.

Background:

This contract will provide professional parcel mapping services for Parcel Fabric.

Sealed proposals were received by the Board of Supervisors at the Navajo County Government Cente Holbrook, Arizona until 4:00 p.m. M.S.T., July 17, 2024. No proposals were accepted after 4:00 p.m. M.S.T.. The proposals were publicly opened and read aloud at 4:15 p.m. Three proposals were received and evaluated per the criteria set forth in the Request for Proposal.

Recommendation:

The Evaluation Committee is recommending awarding of Contract B24-06-005 Parcel Fabric to Bruc Harris & Associates, Inc.

Fiscal Impact

Fiscal Year: FY2025
Budgeted Y/N: Y
Amount Requested: 806118.00
Fiscal Impact:

Attachments

Contract
Offer and Acceptance Form
Evaluation Summary

Form Review

Inbox	Reviewed By	Date
Jason Moore	Melissa Buckley	09/18/2024 02:31 PM

a.

r,

e

Information Technology Director	Ken Dewitt	09/18/2024 02:33 PM
Jason Moore	Jason Moore	09/18/2024 03:25 PM
Form Started By: Jeanine Carruthers		Started On: 08/30/2024 11:53 AM
Final Approval Date: 09/18/2024		

CONTRACT

THIS CONTRACT is made and entered into as of September 24, 2024 (the "Effective Date") by and between Navajo County ("County") and Bruce Harris & Associates, Inc. ("Contractor").

1. **SCOPE OF WORK:** Contractor shall furnish any and all materials, equipment and labor required for performing all work for **Parcel Fabric, Contract, #B24-06-005,** in accordance with the Contract Documents, in a workmanlike manner to the satisfaction of the County.

2. **CONTRACT DOCUMENTS:** The Contract Documents comprise this Contract and the Request for Proposals, Proposal and Cost Breakdown (Option 1 only) Submittal dated July 17, 2024, and addenda thereto, if any. If there is any conflict in the documents, this Contract shall control over all others.

3. **NO LIENS / TIME FOR COMPLETION:** Contractor shall furnish all materials, equipment and labor in accordance with the Contract Documents free and clear of all claims, liens and charges whatsoever, within the time, or times, stated in the Proposal.

4. **CANCELLATION:** This Contract is subject to cancellation pursuant to A.R.S. § 38-511 (concerning conflicts of interest).

5. **PAYMENTS:** County shall pay to Contractor a not-to-exceed sum of eight hundred sixty thousand one hundred eighteen dollars ($860,118.00) as payment in full for all services rendered by Contractor pursuant to this Agreement. Payment shall be made on the basis of Option 1 in the Cost Breakdown Proposal **for Contract # B24-06-005**. The Cost Breakdown Proposal is attached hereto and by this reference incorporated herein. Payments shall be made within 30 days of County's receipt of Contractor's monthly invoices. Each invoice shall detail the work performed during the billing period. Invoice amounts in percent of Project cost shall not exceed the percentage of completion of the Project as approved by County.

6. **CERTIFICATIONS**:

   A. Pursuant to A.R.S. § 41-4401, Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations relating to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Contractor's or any subcontractor's breach of this warranty shall be deemed a material breach of the Contract and may result in termination of the Contract by County. County may randomly inspect the books and records of Contractor and its subcontractors to verify compliance with this warranty. Contractor and its subcontractors warrant to keep their books and records open for random inspection by County during normal business hours.

B. Pursuant to A.R.S. § 35-393.01, Contractor warrants and certifies that is it not currently engaged in, and agrees for the duration of the contract to not engage in a boycott of goods or services from Israel.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Contract as of the Effective Date.

NAVAJO COUNTY

By _____
Chairman, Board of Supervisors

Attest:

_____
Clerk of the Board

CONTRACTOR

_____
Company

By _____

_____
Print Name

_____
Title

Cost Breakdown

BHA's cost to provide the work and services identified in this proposal is:

Option 1 - Cadastral Symbols and Annotation Included	
Phase/Item	**Cost**
Phase 1 – Project Initiation	$1,906
Phase 2 – GIS Data Model Creation	$2,884
Phase 3 - Data Conversion	$835,199*
Training and Project Management	$20,129
Total	**$860,118**

* All costs are based upon Navajo County providing all source data including subdivision plat scans, surveys, deeds (as requested), etc..

~~Option 2 - Cadastral Symbols and Annotation Not Included~~	
~~**Phase/Item**~~	~~**Cost**~~
~~Phase 1 – Project Initiation~~	~~$1,906~~
~~Phase 2 – GIS Data Model Creation~~	~~$2,884~~
~~Phase 3 - Data Conversion~~	~~$710,887*~~
~~Training and Project Management~~	~~$20,129~~
~~**Total**~~	~~**$735,806**~~

~~* All costs are based upon Navajo County providing all source data including subdivision plat scans, surveys, deeds (as requested), etc..~~

ATTACHMENT D - OFFER AND ACCEPTANCE

TO NAVAJO COUNTY:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and addendums in the Request for Proposals which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Bruce Harris & Associates, Inc.	Colin Russell
Company Name	Name
21 N. River St.	(630) 761-0951
Address	Phone
Batavia, IL 60510	N/A
City State Zip	Fax
	colin@bruceharris.com
Signature of Person Authorized to Sign	E-Mail
Colin Russell	
Printed Name	
Vice President	
Title	

ACCEPTANCE OF OFFER

The offer is hereby accepted.

The Vendor is now bound to provide the materials or services listed in **Parcel Fabric, RFP No. B24-06-005** including all terms, conditions, specifications, addenda's, etc., and the Vendor's Offer as accepted by Navajo County.

The Vendor has been cautioned not to commence any billable work or to provide any material or service under this contract until Vendor receives this signed sheet, or written notice to proceed.

Awarded this____ day of _____20_____

_____

AUTHORIZED SIGNATURE

RFP B24-06-005 PARCEL FABRIC
EVALUATION SUMMARY

Submittal Received From:	ProWest & Associates					Avineon, Inc.					Bruce Harris & Associates, Inc.				
Evaluator	**1**	**2**	**3**	**4**	**5**	**1**	**2**	**3**	**4**	**5**	**1**	**2**	**3**	**4**	**5**
RELEVANT EXPERIENCE (Max. 20 points) 1) Provide information about the firm, including size, areas of expertise, and years in business. 2) Provide descriptions of similar projects the firm has completed in the past, including outcomes, timelines, and references. 3) Provide profiles of key team members who would be involved in the project, including their roles and qualifications.	10	12	16	15	18	16	15	15	15	20	20	10	18	16	16
PROPOSED APPROACH (Max. 60 points) Provide a preliminary approach to the project.	40	35	45	45	51	53	30	40	35	43	58	35	50	40	48
REFERENCES (Max. 10 points) Provide three references of similar projects.	10	7	8	5	10	9	7	8	5	7	10	5	8	5	10
COST BREAKDOWN (Max. 10 points) Submit a not-to-exceed cost for your firm to compete the scope of work.	2	5	6	2	6	10	3	8	1	3	8	6	7	5	8
Total	62	59	75	67	85	88	55	71	56	73	96	56	83	66	82
Grand Totals	**348**					**343**					**383**				

Board of Supervisors Regular **7. a.**

Meeting Date: 09/24/2024

Title: Liquor License - Jonathan M. Neterer - MJ's Hideaway- District IV

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 Jonathan M. Neterer for MJ's Hideaway located at 1896 Silver Lake Boulevard, Show Low, AZ

Background:

We received a liquor license application from Jonathan M. Neterer for MJ's Hideaway, for a New 012 Restaurant 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 Recommendations

Form Review

Inbox	Reviewed By	Date
Clerk of the Board	Melissa Buckley	09/04/2024 09:45 AM
Form Started By: Leah Thomas		Started On: 08/28/2024 09:50 AM
Final Approval Date: 09/04/2024		

State of Arizona
Department of Liquor Licenses and Control

Created 08/09/2024 @ 08:05:13 AM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	MJ'S HIDEAWAY		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	1896 SILVER LAKE BOULEVARD SHOW LOW, AZ 85901 USA		
Mailing Address:	118 W VERDE DRIVE BOX #551 TAYLOR , AZ 85937 USA		
Phone:	(480)818-1343		
Alt. Phone:			
Email:	MJSHIDEAWAY2024@GMAIL.COM		

AGENT

Name:	JONATHAN M NETERER
Gender:	Male
Correspondence Address:	118 W VERDE DRIVE BOX #551 TAYLOR , AZ 85937 USA
Phone:	(480)818-1346
Alt. Phone:	
Email:	MJSHIDEAWAY2024@GMAIL.COM

OWNER

60th Day 10-8-24

105th Day 11-22-24

Name:	MJ'S HIDEAWAY LLC
Contact Name:	JONATHAN M NETERER
Type:	LIMITED LIABILITY COMPANY
AZ CC File Number:	23677642 State of Incorporation: AZ
Incorporation Date:	05/06/2024
Correspondence Address:	118 W VERDE DRIVE BOX #551 TAYLOR , AZ 85937 USA
Phone:	(480)818-1343
Alt. Phone:	
Email:	MJSHIDEAWAY2024@GMAIL.COM

Officers / Stockholders

Name:	Title:	% Interest:
MARY JO NETERER	Member	50.00
JONATHAN M NETERER	Member	50.00

MJ'S HIDEAWAY LLC - Member

Name:	MARY JO NETERER
Gender:	Female
Correspondence Address:	118 W VERDE DRIVE BOX #551 TAYLOR , AZ 85937 USA
Phone:	(480)818-1343
Alt. Phone:	
Email:	MJSHIDEAWAY2024@GMAIL.COM

MJ'S HIDEAWAY LLC - Member

Name:	JONATHAN M NETERER
Gender:	Male
Correspondence Address:	118 W VERDE DRIVE BOX #551 TAYLOR , AZ 85937 USA
Phone:	(480)818-1343
Alt. Phone:	
Email:	MJSHIDEAWAY2024@GMAIL.COM

APPLICATION INFORMATION

Application Number:	303351
Application Type:	New Application
Created Date:	07/30/2024

QUESTIONS & ANSWERS

012 Restaurant

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.
   16 September 2024
2) Are you one of the following? Please indicate below.
   Property Tenant
   Subtenant
   Property Owner
   Property Purchaser
   Property Management Company
   Property Purchaser
3) Is there a penalty if lease is not fulfilled?
   No
4) Is the Business located within the incorporated limits of the city or town of which it is located?
   No
   If no, in what City, Town, County or Tribal/Indian Community is this business located?
   Navajo County
5) What is the total money borrowed for the business not including the lease?
   Please list each amount owed to lenders/individuals.
   $197,000 - National Bank of Arizona
6) Are there walk-up or drive-through windows on the premises?
   No
7) Does the establishment have a patio?
   Yes
   Is the patio contiguous or non-contiguous (within 30 feet)?
   Contiguous
8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   No
9) What type of business will this license be used for?
   Full service restaurant NAICS: 722511

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
DIAGRAM/FLOOR PLAN	Diagram of Premises.pdf	07/30/2024
DIAGRAM/FLOOR PLAN	Satellite View Sandi's Hideaway.pdf	07/30/2024
MENU	Menu.pdf	07/30/2024
MENU	Liquor Beer Menu.pdf	07/30/2024
RESTAURANT OPERATION PLAN	Operation Plan.pdf	07/30/2024
INTERIM PERMIT NOTARY PAGE	Current Liquor License - Sandi's Hideaway.pdf	07/30/2024
MISCELLANEOUS	Basic Alcohol Training Certificate - John Neterer.pdf	07/30/2024
MISCELLANEOUS	Management Alcohol Training Certificate - John Neterer.pdf	07/30/2024
MISCELLANEOUS	Basic Alcohol Training Certificate - Mary Neterer.pdf	07/30/2024
MISCELLANEOUS	Management Alcohol Training Certificate - Mary Neterer.pdf	07/30/2024
MISCELLANEOUS	Alien Status Form - Mary Neterer.pdf	07/30/2024

MISCELLANEOUS	Alien Status Form - John Neterer.pdf	07/30/2024
MISCELLANEOUS	License - Jonathan and Mary Neterer.pdf	07/30/2024
RECORDS REQUIRED FOR AUDIT	Records for Audit Checklist - MJ's Hideaway.pdf	07/30/2024
QUESTIONNAIRE	Personal Information Questionnaire - Mary J. Neterer.pdf	07/30/2024
QUESTIONNAIRE	Personal Information Questionnaire - Jonathan M. Neterer.pdf	07/30/2024
INTERIM PERMIT NOTARY PAGE	Section 5 - Interim Permit.pdf	08/02/2024
QUESTIONNAIRE	Fingerprint Verification - Mary.pdf	08/02/2024
QUESTIONNAIRE	Fingerprint Verification - Jonathan.pdf	08/02/2024
QUESTIONNAIRE	Fingerprints - Jonathan & Mary Neterer.pdf	08/02/2024

State of Arizona
Department of Liquor Licenses and Control

Created 08/09/2024 @ 08:07:14 AM

Local Governing Body Report

LICENSE

Number:	INP090029338	Type:	INP INTERIM PERMIT
Name:	MJ'S HIDEAWAY		
State:	Active		
Issue Date:	08/09/2024	Expiration Date:	11/22/2024
Original Issue Date:	08/09/2024		
Location:	1896 SILVER LAKE BOULEVARD SHOW LOW, AZ 85901 USA		
Mailing Address:	118 W VERDE DRIVE BOX #551 TAYLOR , AZ 85937 USA		
Phone:	(480)818-1343		
Alt. Phone:			
Email:	MJSHIDEAWAY2024@GMAIL.COM		

AGENT

Name:	JONATHAN M NETERER
Gender:	Male
Correspondence Address:	118 W VERDE DRIVE BOX #551 TAYLOR , AZ 85937 USA
Phone:	(480)818-1346
Alt. Phone:	
Email:	MJSHIDEAWAY2024@GMAIL.COM

OWNER

Name:	MJ'S HIDEAWAY LLC
Contact Name:	JONATHAN M NETERER
Type:	LIMITED LIABILITY COMPANY
AZ CC File Number:	23677642 State of Incorporation: AZ
Incorporation Date:	05/06/2024
Correspondence Address:	118 W VERDE DRIVE BOX #551 TAYLOR , AZ 85937 USA
Phone:	(480)818-1343
Alt. Phone:	
Email:	MJSHIDEAWAY2024@GMAIL.COM

Officers / Stockholders

Name:	Title:	% Interest:
MARY JO NETERER	Member	50.00
JONATHAN M NETERER	Member	50.00

MJ'S HIDEAWAY LLC - Member

Name:	MARY JO NETERER
Gender:	Female
Correspondence Address:	118 W VERDE DRIVE BOX #551 TAYLOR , AZ 85937 USA
Phone:	(480)818-1343
Alt. Phone:	
Email:	MJSHIDEAWAY2024@GMAIL.COM

MJ'S HIDEAWAY LLC - Member

Name:	JONATHAN M NETERER
Gender:	Male
Correspondence Address:	118 W VERDE DRIVE BOX #551 TAYLOR , AZ 85937 USA
Phone:	(480)818-1343
Alt. Phone:	
Email:	MJSHIDEAWAY2024@GMAIL.COM

APPLICATION INFORMATION

Application Number: 304104
Application Type: New Application
Created Date: 08/02/2024

QUESTIONS & ANSWERS

INP Interim Permit

1) Enter License Number currently at location 01209000 6711

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

SECTION 5 Interim Permit

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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 location: 012090006711 2. Is the license currently in use? ☑ Yes ☐ No

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) Sandi Kay May hereby declare that I am the Current Owner, Agent, or Controlling Person on the stated license and location.

Sign in front of Notary: Sandi Kay May
(Current Agent/Individual as listed on the license certificate)

State of Arizona

County of Navajo

Signed before me on this 31 day of July, 2024.

Notary Signature Elizabeth Whittier

My commission expires on 9/23/2024

ELIZABETH WHITTIER
Notary Public - Arizona
Navajo County
Commission # 587386
My Comm. Expires Sep 23, 2024

Notary Seal

SECTION 6 Background Check

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

1. If the applicant is an entity, and not an individual, answer questions 1a-b.

a) Date Incorporated/Organized: 05/06/2024 State where Incorporated/Organized: Arizona

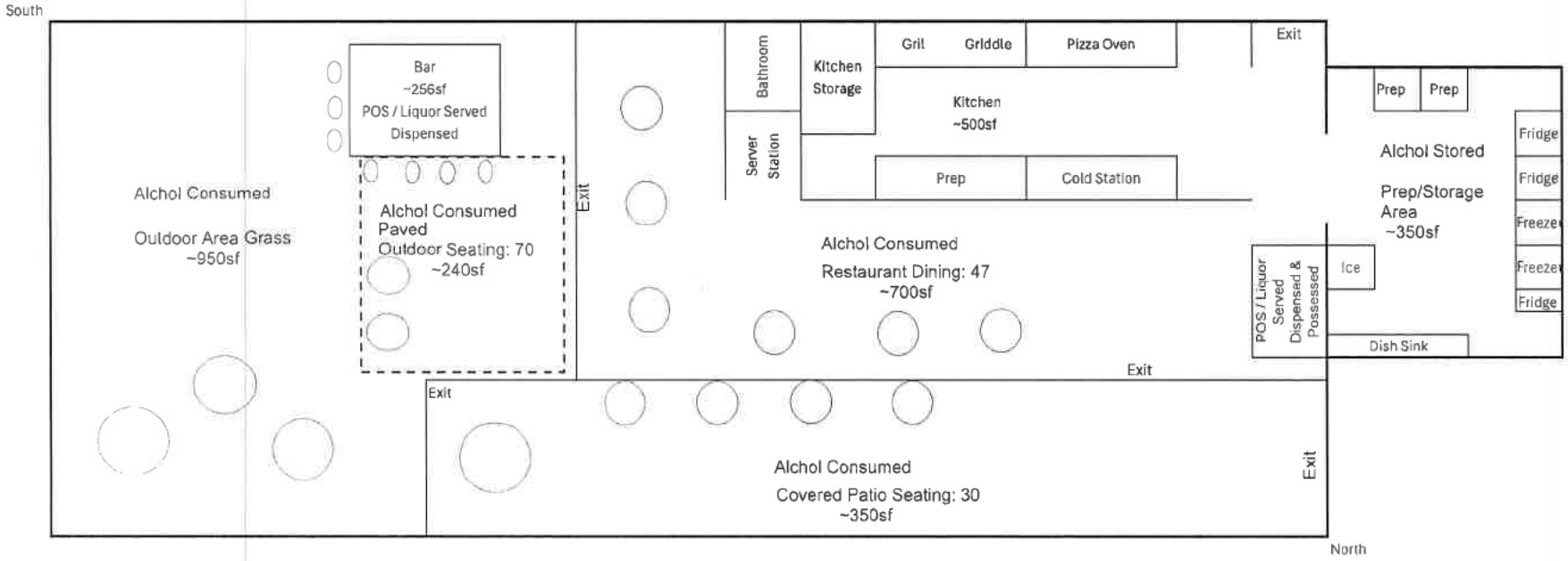
b) AZ Corporation or AZ L.L.C. Entity No: 23677642 Approval Date: 05/06/2024

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
Neterer, Jonathan M.			~~Owner~~ Member	50	118 W. Verde Dr Box 551,	Taylor,	AZ	85937
Neterer, Mary J.			~~Owner~~ Member	50	118 W. Verde Dr Box 551,	Taylor,	AZ	85937

(Attach additional sheet if necessary)

Individuals requiring ADA accommodations please call (602)542-2999


South
Bar
~256sf
POS / Liquor Served
Dispensed
Alchol Consumed
Ouldoor Area Grass
~950sf
Alchol Consumed
Paved
Outdoor Seating: 70
~240sf
Exit
Bathroom
Server
Station
Kitchen
Storage
Grit
Griddle
Pizza Oven
Kitchen
~500sf
Prep
Cold Station
Exit
Alchol Consumed
Restaurant Dining: 47
~700sf
Exit
Exit
Alchol Consumed
Covered Patio Seating: 30
~350sf
Exit
Prep
Prep
Alchol Stored
Prep/Storage
Area
~350sf
Fridge
Fridge
Freeze
Freeze
Fridge
POS / Liquor
Served
Dispensed &
Possessed
Ice
Dish Sink
North

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RESTAURANT/HOTEL/MOTEL OPERATION PLAN

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

1. Name of restaurant (Please print): MJ's Hideaway

2. Must indicate the equipment below by Make, Model, and Capacity:

LIST ONLY THE FOLLOWING - NO ATTACHMENTS	
Grill	Charbroil, Gas Countertop Radiant, 24"
Oven	Blodgett 2-Door Pizza Oven
Freezer	Multiple 2-Door
Refrigerator	Multiple, 2-Door/3-Door
Sink	Multiple bar/kitchen sinks
Dish Washing Facilities	Regency SS Sink, 72"
Food Preparation Counter (Dimensions)	Multiple Steelton, 24"x48"
Other	

3. Attach a copy of your FULL menu with pricing **INCLUDING NON-ALCOHOLIC BEVERAGES**

4. What percentage of your public premises is used primarily for restaurant dining?

(**Do not include kitchen, bar, hi-top tables, or game area.**) 21 %

5. Does your restaurant have a bar area that is distinct and separate from the dining area? ☑ YES ☐ No

(**If yes, what percentage of the public floor space does this area cover?**) 7 %

6. List the **seating capacity** for:

a) Restaurant dining area of your premises: [50]

(DO NOT INCLUDE PATIO SEATING)

b) Bar area [+ 7]

TOTAL [= 57]

Individuals requiring ADA accommodations please call (602)542-2999

7. What type of dinnerware is primarily used in your restaurant? ☐ Reusable ☐ Disposable ☑ Both

8. Does your restaurant contain any **games**, **televisions**, or **any other entertainment?** ☑ YES ☐ No

If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

3 - TV's

9. Do you have live entertainment or dancing? ☑ YES ☐ No

If yes, what type and how often (example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

1x a month - Live music

10. List number of employees for each position:

Position	How many
Cooks	1
Bartenders	2
Hostesses	
Managers	1
Servers	4
Other ( )	
Other ( )	
Other ( )	

I, (Print Full Name) Jonathan M. Neterer, 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.

Applicant Signature: _____

Sandi's Hideaway

Dine-In or Carry-Out

1896 Silver Lake Blvd
White Mountain Lake, AZ

928-532-7499

Menu, Prices, & Hours subject to change without notice

Summer Hours

Mondays_____Closed
Tuesday_____3pm-8pm
Wednesdays_____3pm-8pm
Thursdays_____3pm-8pm
Fridays_____12pm-9pm
Saturdays_____12pm-9pm
Sundays_____12pm-8pm

Veteran and Senior (65) Discount every Thursday. 20% off all food items.
Alcoholic beverages not included

Note: Kitchen takes last order 30 minutes prior to close.

Appetizers

Small basket____$9 | Large Basket____$13
Sample Platter (Choose Four)_____Lg$16
Fried Mushrooms | Fried Zucchini Slices
Onion Rings | Mozzarella Sticks | French Fries
Fried Green Beans | Fried Pickles
Jalpeno Poppers

My Girlfriend "Isn't" Hungry_____$9
Handful of fries, onion rings and 1 chicken strip.

Chicken Strips with Fries_____Sm$10 | Lg$14

Pizza Fries_____Sm$9 | Lg$13
Fries topped with marinara, mozzarella cheese, and your choice of 3 toppings.

Salads

Side salads_____$5.00
Greens, mozzarella cheese, and tomatoes.

Salad Supreme_____$11
Mixed greens, mushrooms, bell peppers, red onion, black olives, mozzarella cheese, and heirloom tomatoes.
Add chicken, bacon or ham_____$1.50

Kiddos Menu

All Kids Menu Items Are Just $8!

Kraft Mac and Cheese
Grilled Cheese with Fries
PB&J with Fries
Ham & Cheese Sandwich with Fries

Sandwiches

French fries and a pickle spear included.
Add fried onion rings, fried zucchini,
Mushrooms___$2.50
Add Cheese___$1.50

Grilled Cheese (Cheddar, Mozzarella, or Jack)_____$9
Add ham or green chili_____$2.50

The Boxcar_____Sm$11 | Lg$13
Sandi's secret recipe. Slow roasted beef, Dijon mustard, and house-made Giardiniera mix on a slightly toasted hoagie.

Grilled Chicken Sandwich_____$12
Grilled chicken breast, lettuce, tomato, and mayo on a large bun.

Rueben_____$14
Corned beef, sauerkraut, thousand island, and Swiss on rye.

Daily Specials

Check out our specials board

Wednesday Wings
Half Dozen___$10 | Dozen____$16
Sauces: Med, Hot, Honey Mustard, Honey BBQ, Salt & Pepper, BBQ, Garlic and Parmesan, Lemon Pepper

Fish Fryday:
Choice of Breaded, Naked, or Grilled
1 piece fish dinner_____$12.95
2 piece fish dinner_____$14.95
3 piece fish dinner_____$16.95
Comes with Fries, Coleslaw, Lemon, and Tartar Sauce

Specialty Pizzas

Dough Handmade Daily and Hand Tossed
Personal (8")____$11 | Sm (10")____$15
Med (12")_____$19 | Lg (16")___$23

Sandi's Supreme -
Pepperoni, ham, sausage, mushroom, red onion, green bell pepper, black olives, house marinara, and mozzarella.

BBQ Chicken - Jason's Favorite! -
Sweet Baby Rays BBQ Sauce, chicken, red onion, and mozzarella. Try it with bacon! Also available with Buffalo sauce instead of BBQ.

Naked Garden -
Garlic butter sauce, light mozzarella, heirloom tomatoes, fresh basil, and red onions.

I'm Trying to Be Healthy, OK?! -
Mushroom, green bell pepper, red onions, garlic, tomatoes, ricotta, black olive, fresh basil, house marinara, and mozzarella.

Blanca -
House-made Alfredo sauce, mozzarella, chicken breast, sun-dried tomatoes, onions, and fresh basil.

Pesto is the Besto! -
House-made pesto, mozzarella, red onions, heirloom tomatoes, and chicken breast.

Custom Pizzas

Personal___$10 | Sm____$13
Med____$16 | Lg___$18
Build Your Own-includes sauce and cheese, your choice of thin, medium or thick crust.
Gluten-free crust available in 10" size only add_____$2.
Toppings Additional (See list and prices below)

Toppings

Premium Toppings
Sm__$.75 | Med__$.90 | Lg__$1.15 each
Anchovies, Bacon, Chicken, Extra Cheese, Ham, Hamburger, Mushrooms, Pepperoni, Sausage, Ricotta

Standard Topping
Sm__$.40 | Med__$.65 | Lg__$.90 each
Black Olives, Fresh Basil, Green Bell Peppers, Hatch Green Chile, Jalapenos, Pineapple, Red Onions, Tomatoes,Sliced Garlic, Sundried Tomatoes

Calzones

Sm_____$13 | Lg__$16
To add more toppings see the "Toppings" menu above. Add toppings___$.75 each
Made with ricotta, mozzarella, house marinara, and your choice of three pizza toppings.
Try one with BBQ, Buffalo, or Alfredo Sauce!

Hamburgers

Half-pound locally sourced Angus beef from X-Diamond Ranch.
All burgers include fries or tater tots and a pickle spear.

Substitute onion rings, zucchini, or fried mushrooms for fries_____$2.25

Add sautéed mushrooms, caramelized onions, green chiles, or avocado to any burger____$2.25 each

The Standard_____$13
Half-pound patty, lettuce, tomato, onion, and mayo.
Add cheese: (American, Cheddar, Swiss, Pepper Jack)_____$1.25

Sweet Heat_____$15
Half-pound patty, BBQ sauce, jalapeno bacon, onion ring bits, and Pepper Jack cheese.

Fungus Among Us!_____$15
Half-pound patty, sautéed mushrooms, Swiss cheese, and chipotle mayo.

Californian_____$15
Half-pound patty, avocado, Cheddar cheese, tomato, bacon, and mayo.

Warning: Consuming raw or undercooked meats, poultry, seafood, or eggs may increase your risk of foodborne illness.

Sandi's Hideaway

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Liquor Menu (Tax Included)

Drink Mixers add $1.00

BOURBON/WHISKEY

Whiskey (Well)	$5.25
Black Velvet Canadian	$5.25
Seagrams 7 Crown/VO	$5.75
Skrewball	$5.75
Southern Comfort	$5.50
Benchmark Bourbon	$5.50
Pendelton Canadian Whiskey	$6.50
Fireball	$7.25
Canadian Club	$7.30
George Dickel No 8.	$7.30
Jack Daniels Black	$7.30
Jack Daniels Single Barrel Select	$8.25
Jim Beam	$7.30
Johnnie Walker	$7.30
Tullamore Dew	$7.30
Jameson Irish Whiskey	$7.75
Crown Royal	$8.00
Marker's Mark	$8.25

RUM

Rum (Well)	$5.25
Captain Morgan's Spiced	$5.75
Parrot Bay Rum	$5.75
Coconut Rum	$5.75
Kraken Spiced	$6.25
Mount Gay	$6.25
Bacardi 4yr. Old Anejo	$6.75
Don Q 151	$6.75

TEQUILA

Tequila (Well)	$5.25
Jose Cuervo Gold/Silver	$6.00
1800 Tequila	$6.50
Jose Cuervo Reposado/Plata	$7.30
Hornitos Tequila Reposado	$7.75
Patron Silver	$9.25

GIN & VODKA

Gin (Well)	$5.25
Seagrams Gin	$5.25
Tanqueray Gin	$7.30
Hendricks Gin	$7.75
Vodka (Well)	$5.25
Smirnoff Vodka	$5.25
Finlandia Vodka	$5.25
Skyy Vodka	$5.25
Absolut Vodka	$6.30
Tito's Handmade Vodka	$6.30

SCOTCH/BRANDY/COGNAC

Scotch (Well)	$5.25
Copper & Kings Brandy	$8.50
Remy Martin Cognac	$8.75
Drambuie	$8.25
Grand Marinier	$8.25
Cointreau	$8.75
Hennessy Black Cognac	$9.25
Laphroaig Single Malt Scotch	$9.75
Balvenie Rum Cask Scotch	$15.30

DRINKS

Arnold Palmer Spiked Tea	$5.50
Margarita	$7.25
Black/White Russian	$7.75
Bloody Mary	$6.65
Double Well	$8.75
High Noon Cocktail - 12 oz can	$8.90
Long Island Iced Tea	$12.75
Irish Car Bomb	$12.75

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Sandi's Hideaway

Beer, Wine, and Cordials Menu (Tax Included)

BEER/Seltzer

805 Ale	$5.50
Ace Cider	$4.50
Angry Orchard	$5.00
Blue Moon Belgian White	$5.00
Bucket o Beer (Coronitas)	$11.50
Draft 805/Coors Lt. 12oz	$4.25/$3.15
Draft 805/Coors Lt. 16oz	$5.05/$3.75
Draft 805/Coors Lt. 32oz	$8.90/$10.15
Draft 805/Coors Lt. 48oz	$13.60/$10.15
Draft 805/Coors Lt. 60oz	$15.75/$11.65
Bud Light	$3.50
Budweiser	$3.50
Busch (12oz)	$3.00
Busch Light (12oz)	$3.00
Busch NA	$3.00
Coors Banquet/Stubby	$3.50
Coors Light	$3.50
Corona Extra	$5.50
Dos Equis	$5.00
Four Peaks Seasonal	$5.50
Grand Canyon Amber Seasonal	$5.50
Guinness	$5.50
Heineken	$5.50
Kilt Lifter	$5.50
Leinenkugles Seasonal	$4.50
Lagunita's Little Sumpin'	$3.50
MGD	$3.50
Michelob Amber Bock	$4.50
Michelob Ultra	$4.40
Miller High Life	$3.50
Miller Lite	$3.50
Modelo	$5.50
O'Doul's NA	$3.50
Pacifico	$5.50
Red Bridge Gluten Free	$4.50
Rolling Rock	$3.50
Sam Adams	$5.50
Stella Artois	$5.50
Tower Station IPA (16oz)	$8.50
Truly Seltzer	$4.50
Voodoo Ranger	$6.00
White Claw	$4.50

WINE

Stella Rosa Cans	$4.00
Vella - Chablis, Cabernet Sauvignon, Chardonnay, Merlot, White Zin	$4.00
Woodbridge - White Zin	$4.00
Confetti Swett Pink	$4.50
Fetzer - Chardonnay, Merlot, Pinot Grigio, Pinot Noir	$5.00
Yellow Tail - Chardonnay, Merlot	$5.00
Middle Sister Moscatto	$5.50
Conundrum Red	$5.75
Smoking Loon Sav Blanc	$6.00
Torresella Pino Grigo	$6.00

CORDIALS & THINGS

Bailey's Irish Cream	$7.75
Blue Curacao	$3.75
Coffee Liqueur	$7.25
DeKuyper Crème De Cocoa	$5.00
DeKuyper Crème De Menthe	$5.00
De Kuyper Raspberry Liqueur	$5.00
Dorda Double Chocolate Liqueur	$6.75
Frangelico	$5.25
Disaronna Amaretto	$9.75
Jagermeister	$7.75
Kahlua	$7.75
Peach Schnapps	$4.25
Peppermint Schnapps	$4.25
Whipped Cream Vodka	$6.25

N/A DRINKS

Coffee	$2.75
Hot Cocoa	$2.75
Iced Tea	$2.25
Kid's Juice	$1.75
Lemonade	$2.75
Red Bull 8oz	$2.95
Soda	$2.50

Coke, Diet Coke, Dr. Pepper, Sprite, Pepsi, Diet Pepsi, Mountain Dew, Root Beer

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RECORDS REQUIRED FOR AUDIT

RESTAURANT/HOTEL/MOTEL

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

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine Compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. Name of restaurant (Please print): MJ's Hideaway
2. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
3. A list of ***all*** food and liquor vendors
4. The restaurant menu used during the audit period
5. A price list for alcoholic beverages during the audit period
6. Mark-up figures on food and alcoholic products during the audit period
7. A recent, ***accurate*** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
8. Monthly Inventory Figures - beginning and ending figures for food and liquor
9. Chart of accounts (copy)
10. Financial Statements-Income Statements-Balance Sheets

11. **General Ledger**

    A. Sales Journals/Monthly Sales Schedules
        1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
        2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
        3) Dated Guest Checks
        4) Coupons/Specials/Discounts
        5) Any other evidence to support income from food and liquor sales

    B. Cash Receipts/Disbursement Journals
        1) Daily Bank Deposit Slips
        2) Bank Statements and canceled checks

12. **Tax Records**

    A. Transaction Privilege Sales, Use and Severance Tax Return (copies)

    B. Income Tax Return - city, state and federal (copies)

    C. Any supporting books, records, schedules or documents used in preparation of tax returns

Individuals requiring ADA accommodations please call (602)542-2999

13. **Payroll Records**

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A. Copies of all reports required by the State and Federal Government

B. Employee Log (A.R.S. §4-119)

C. Employee time cards (actual document used to sign in and out each work day)

D. Payroll records for all employees showing hours worked each week and hourly wages

14. **Off-site Catering Records** (must be complete and separate from restaurant records)

A. All documents which support the income derived from the sale of food off the license premises.

B. All documents which support purchases made for food to be sold off the licensed premises.

C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).

A.R.S. §4-210(A)7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(G)

For the purpose of this section:

1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food
2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any under any other license that has been issued for the premises pursuant to this article.

I, (Print Full Name) Jonathan M. Neterer **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.**

Applicant Signature: _____

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

DLLC USE ONLY

Fee:	
Job #:	303351
Date Accepted:	8-2-24
CSR:	Mayra

805-572

Personal Information Questionnaire

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.

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A $22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C).

SECTION - 1 INDIVIDUAL INFORMATION

☑ AGENT ☑ CONTROLLING PERSON ☐ MANAGER

1. Name: Neterer, Jonathan M.
   Last First Middle
2. Social Security #: [redacted] (NOT a public record) Birth Date [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: AZ
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 12 / 28 / 2007
6. Email address: mjshideaway2024@gmail.com
7. Home Address: 118 W. Verde Dr. Box 551, Taylor, AZ 85937
8. Daytime phone #: (480) 818-1343 Alternative phone #:

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: 99-2884127
2. Business Name (doing business as): MJ's Hideaway
3. Business Address: 1896 Silver Lake Blvd, Show Low, AZ 85901

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☑Agent ☑Controlling Person ☐Manager

Name of persons who will be handling the day to day operations: Jonathan M. Neterer

---

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☐ No ☑

2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑

3. 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 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑

4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets)
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*
   Yes ☐ No ☑

5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☑

I, (Print Full Name) Jonathan M. Neterer **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: _____ **Date:** 30 July 2024

'24 AUG 5 PM 1:40 AZDLLC

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 #:	303351
Date Accepted:	8-2-2024
CSR:	Clayn

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	**Name of Applicant:**
30 July 24	Jonathan M. Netherton
Name of Fingerprint Technician: Tammy Goolsby	
Fingerprint technician's Signature: Tammy Goolsby	
Fingerprint technician's Agency/company Name: CPD	**Phone Number:** 931 526-2126

Type of Photo ID Provided (check one):

☒ **Driver's License** ☐ **Passport** ☐ **Other (Please specify)**

Individuals requiring ADA accommodations please call (602) 542-2999

'24 8 8 Liqr. Dept PM 3:55

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) Neterer, Jonathan M.

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 Taylor State AZ **COUNTRY** USA

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

2) Name of document: Arizona Driver License

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

Individuals requiring ADA accommodations please call (602)542-2999

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS OR ALIEN STATUS

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.

SECTION III – QUALIFIED ALIEN DECLARATION

Applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

Name of document provided

Qualified Alien Status (8 U.S.C.§§ 1621(a)(1),-1641(b) and (c))

- ☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- ☐ 2. An alien who is granted asylum under Section 208 of the INA.
- ☐ 3. A refugee admitted to the United States under Section 207 of the INA.
- ☐ 4 An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- ☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- ☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- ☐ . An alien who is a Cuban/Haitian entrant.
- ☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non-immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

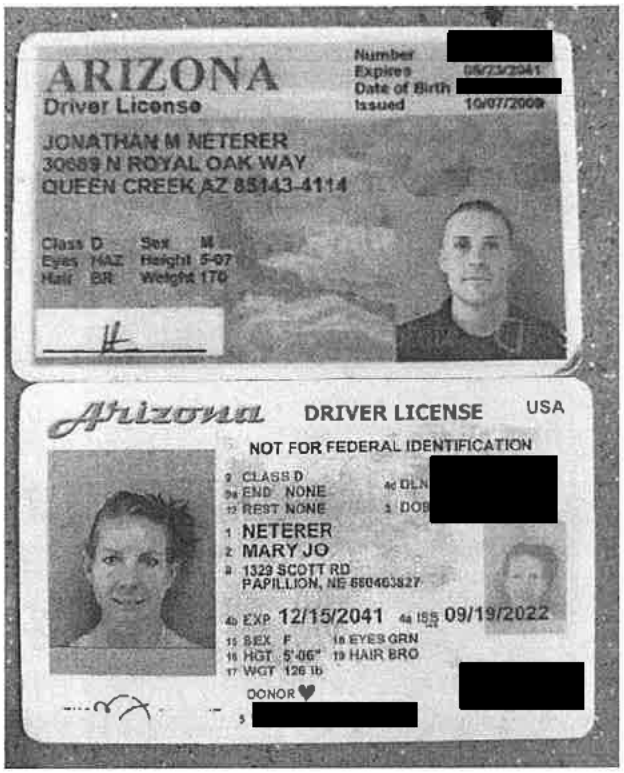
10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C § 1621(c)(2)(A) and (C)

11. A nonimmigrant whose visa for entry is related to employment in the United States, or
12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *etseq.*];
13. A foreign national not physically present in the United States.
14. ***Otherwise Lawfully Present***
15. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. §

Jonathan M. Neterer		30 July 2024
Print Name	**Signature**	**Date**


ARIZONA
Driver License
Number [redacted]
Expires 05/23/2041
Date of Birth [redacted]
Issued 10/07/2009
JONATHAN M NETERER
30689 N ROYAL OAK WAY
QUEEN CREEK AZ 85143-4114
Class D Sex M
Eyes HAZ Height 5-07
Hair BR Weight 170
Arizona DRIVER LICENSE USA
NOT FOR FEDERAL IDENTIFICATION
9 CLASS D
9a END NONE
12 REST NONE
4c DLN [redacted]
3 DOB [redacted]
1 NETERER
2 MARY JO
8 1329 SCOTT RD
PAPILLION, NE 680463827
4b EXP 12/15/2041
4a ISS 09/19/2022
15 SEX F
16 EYES GRN
18 HGT 5'06"
19 HAIR BRO
17 WGT 126 lb
DONOR
5 [redacted]

Number [redacted]
Expires 05/23/2041
Issued 10/07/2009
Class D Operator
Endorsements M Motorcycle
Restrictions NONE
CLASS: D-Operator
ENDORSEMENTS: None
RESTRICTIONS: None
Rev 02/14/2014
You Must Report a Change of Address Within 10 Days
[redacted]

☐ On-sale
☐ Off-sale
☒ On- and off-sale

Certificate of Completion
For
Title 4 **BASIC** Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Jonathan Neterer
Full Name (please print)

Signature

07/26/2024
Training Completion Date

07/26/2027
Certificate Expiration Date
(three years from completion date)

Training Provider Information

ABC – Arizona Business Council for Alcohol Education
Company Name

8155 North 24th Avenue, Suite A; Phoenix, Arizona 85021
Mailing Address

(602) 285-1396
Daytime Contact Phone Number

I, Jesus Altamirano, certify that the above named individual did successfully complete
Instructor Name (please print)
Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Instructor Signature

07 / 26 / 2024
Day / Mo / Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In-state Farm Winery (series 13)		Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

ABCA-112 REV. 11/16

RECEIVED
2024 AUG 13 PM 2:53

Certificate of Completion
For
Title 4 **MANAGEMENT** Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Jonathan Neterer
Full Name (please print)

Signature

07/26/2024
Training Completion Date

07/26/2027
Certificate Expiration Date
(three years from completion date)

Training Provider Information

ABC – Arizona Business Council for Alcohol Education
Company Name

8155 North 24th Avenue, Suite A; Phoenix, Arizona 85021
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(602) 285-1396
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Instructor Signature

07 / 26 / 2024
Day Mo Year

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ABCA-121 REV. 06/18

Rec'd 8 Aug Liq. Dept PM 3:56

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

24 AUG 26 P1:56 Liq. Dept

DLLC USE ONLY

Fee:	
Job #:	303351
Date Accepted:	8-27-24
CSR:	Clay

805-592

Personal Information Questionnaire

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.

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A $22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

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A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☑ CONTROLLING PERSON ☑ MANAGER

1. Name: Neterer, Mary J0
   Last First Middle
2. Social Security #: [redacted] Birth Date: [redacted]
   (NOT a public record) (NOT a public record)
3. Driver's License #: [redacted] State Issued: AZ
   (NOT a public record)
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: [redacted]
6. Email address: mjshideaway2024@gmail.com
7. Home Address: 118 W. Verde Dr. Box 551, Taylor, AZ 85937
8. Daytime phone #: (480) 818-1343 Alternative phone #:

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: 99-2884127
2. Business Name (doing business as): MJ's Hideaway
3. Business Address: 1896 Silver Lake Blvd, Show Low, AZ 85901

Individuals requiring ADA accommodations please call (602)542-2999

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐Agent ☑Controlling Person ☑Manager

Name of persons who will be handling the day to day operations: Mary J. Neterer

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☐ No ☑

2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑

3. 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 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑

4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) Yes ☐ No ☑
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*

5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☑

I, (Print Full Name) Mary J. Neterer **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: _____ **Date:** 30 July 2024

'24 AUG 5 PM 1:40 AZDLLC

FINGERPRINT VERIFICATION FORM

DLLC USE ONLY

Job#	303351
Date Accepted:	8.5.24
CSR:	Clay

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

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	**Name of Applicant:**
30 July 24	Mary J. Notarver
Name of Fingerprint Technician: Tammy Goolsby	
Fingerprint technician's Signature: Tammy Goolsby	
Fingerprint technician's Agency/company Name: CPD	**Phone Number:** 931-526-2126

Type of Photo ID Provided (check one):

☑ **Driver's License** ☐ **Passport** ☐ **Other (Please specify)**

Individuals requiring ADA accommodations please call (602) 542-2999

☐ On-sale
☐ Off-sale
☒ On- and off-sale

Certificate of Completion
For
Title 4 **BASIC** Liquor Law Training

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A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Mary Neterer
Full Name (please print)

Signature

07/27/2024
Training Completion Date

07/27/2027
Certificate Expiration Date
(three years from completion date)

Training Provider Information

ABC – Arizona Business Council for Alcohol Education
Company Name

8155 North 24th Avenue, Suite A; Phoenix, Arizona 85021
Mailing Address

(602) 285-1396
Daytime Contact Phone Number

I, Jesus Altamirano, certify that the above named individual did successfully complete
Instructor Name (please print)
Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Instructor Signature

27 / 07 / 2024
Day / Mo / Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
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ABCA-112 REV. 11/16

Certificate of Completion
For
Title 4 **MANAGEMENT** Liquor Law Training

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A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Mary Neterer
Full Name (please print)

Signature

07/27/2024
Training Completion Date

07/27/2027
Certificate Expiration Date
(three years from completion date)

Training Provider Information

ABC – Arizona Business Council for Alcohol Education
Company Name

8155 North 24th Avenue, Suite A; Phoenix, Arizona 85021
Mailing Address

(602) 285-1396
Daytime Contact Phone Number

I, Jesus Altamirano, certify that the above named individual did successfully complete
Instructor Name (please print)
Title 4 MANAGEMENT Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Instructor Signature

27 / 07 / 2024
Day / Mo / Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In-state Farm Winery (series 13)		Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

ABCA-121 REV. 06/18

'24 8 8 Liq. Dept. 9:55

DATE: August 13, 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 August 30 2024,** to this office. Your help in expediting the County's part of the approval process is much appreciated.

SERIES: 012 Restaurant

APPLICANT NAME: Jonathan M. Neterer

BUSINESS NAME: MJ'S Hideaway

BUSINESS LOCATION: 1896 Silver Lake Blvd., Show Low, AZ 85901

PARCEL NUMBER: 304-19-289

ZONING:

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

Comments:

New owner was contacted and obtained a permit.

DATE: August 14, 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 August 30 2024,** to this office. Your help in expediting the County's part of the approval process is much appreciated.

SERIES: 012 Restaurant

APPLICANT NAME: Jonathan M. Neterer

BUSINESS NAME: MJ'S Hideaway

BUSINESS LOCATION: 1896 Silver Lake Blvd., Show Low, AZ 85901

PARCEL NUMBER: 304-19-289

ZONING: Commercial-Residential (C-R)

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

Comments: The zoning of this property is Commercial-Residential, which is appropriate for bars and restaurants.

NAVAJO COUNTY

Board of Supervisors

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

"We are Navajo County"

DATE: August 13, 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 August 30 2024,** to this office. Your help in expediting the County's part of the approval process is much appreciated.

SERIES: 012 Restaurant

APPLICANT NAME: Jonathan M. Neterer

BUSINESS NAME: MJ'S Hideaway

BUSINESS LOCATION: 1896 Silver Lake Blvd., Show Low, AZ 85901

PARCEL NUMBER: 304-19-289

ZONING:

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

Comments:

Property taxes on parcel # 304-19-289 are current.

Kari Lopez
Navajo County Treasurer

Leah Thomas

From: Kirby Coppedge
Sent: Tuesday, August 13, 2024 10:18 AM
To: Leah Thomas
Subject: RE: Liquor License Application for MJ's Hideaway

The sheriff's office has no issue with this application.

From: Leah Thomas <Leah.Thomas@navajocountyaz.gov>
Sent: Tuesday, August 13, 2024 8:45 AM
To: Cody Cooper <cody.cooper@navajocountyaz.gov>; Kari Lopez <Kari.Lopez@navajocountyaz.gov>; Kathryn Mathewson <kathryn.mathewson@navajocountyaz.gov>; Kirby Coppedge <kirby.coppedge@navajocountyaz.gov>
Subject: Liquor License Application for MJ's Hideaway

Good Morning!

Please review and submit your Departments position no later than August 30, 2024.

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 **8. a.**

Meeting Date: 09/24/2024
Title: Indigent Burial Lien
Submitted For: Pam Phillips, Public Fiduciary
Submitted By: Heather Bacon, PF Estate Manager
Department: Public Fiduciary
Presented By: Pam Phillips

Motion before the Board:

Consideration of imposing a lien on the real property of John Phillip Borne, located in Navajo County, in the amount of $1,463.40, to recover the costs to the County associated with the expenses of his indigent burial.

Background:

On May 07, 2024, the Public Fiduciary received an Indigent Burial Application from Owen's Mortuary regarding decedent John Phillip Borne. The application was approved, and Navajo County paid for the cost of cremation and the shipping cost of cremains to Mr. Borne's son.

The Public Fiduciary requested that a lien be imposed on the real property of John Phillip Borne, to recover the costs incurred by the County for burial pursuant to A.R.S. 36-831(G). The total amount of the lien is $1,463.40. This reflects the sum of burial costs for the County including, $1,037.00 for cremation, $296.25 for Public Fiduciary expenses, and $130.15 for shipping cost of cremains to Mr. Borne's son at his residence in New York state.

Recommendation:

Staff recommends approval of Navajo County imposing a lien in the amount of $1,463.40 on the real property of John Phillip Borne.

Attachments

Cremation Cost
Shipping Cost
PF Expenses
Lien

Form Review

Inbox	Reviewed By	Date
Jason Moore		09/09/2024 09:45 AM
Public Fiduciary	Heather Bacon	09/09/2024 09:54 AM
Jason Moore	Pam Phillips	09/09/2024 11:19 AM

Public Fiduciary	Melissa Buckley	09/12/2024 01:05 PM
Jason Moore	Jason Moore	09/12/2024 01:13 PM

Form Started By: Heather Bacon Started On: 09/04/2024 03:45 PM

Final Approval Date: 09/12/2024

Owens Livingston Mortuary

409 First Avenue
Holbrook, AZ 86025
(928) 524-3823

320 North 9th Street
Show Low, AZ 85902
(928) 537-2141

White Mountain Crematory
320 N. 9th St.
Show Low, AZ 85901

84 East 19 South
Snowflake, AZ 85937
(928) 536-5896

STATEMENT OF FUNERAL GOODS AND SERVICES SELECTED

Charges are only for those items that you select or that are required. If we are required by law or by a cemetery or crematory to use any items, we will explain the reasons below. If you selected a funeral that may require embalming, such as a funeral with viewing, you may have to pay for embalming. You do not have to pay for embalming you did not approve, if you selected arrangements such as direct cremation or immediate burial. If we charged for embalming, we will explain why below.

A.R.S. Section 32-1373 (B) "NOTICE" This establishment offers for sale caskets & outer burial containers which may be used at your option. However, except for state health requirements, pursuant to (A.R.S. Section 36-136) state law does not require that you purchase or use a casket or outer container.

FUNERAL SERVICES FOR: John Borne — DATE OF DEATH: 4/30/2024 — DATE OF FUNERAL SERVICES: N/A

A. CHARGE FOR SERVICES SELECTED:

1. PROFESSIONAL SERVICES
   - Services of Funeral Director/Staff ..... $ Inc
   - Embalming ..... $ —
   - Thermal Bacterial Stabilization ..... $ Inc
   - Other Preparation of Body ..... $ —
   - Funeral Ceremony/Church ..... $ —
   - Weekend/Holiday Service ..... $ —
   - Graveside Services ..... $ —
   - Marker Setting Fee ..... $ —
   - Forwarding of Cremains ..... $ —
   - Final Update ..... $ —
2. FACILITIES AND EQUIPMENT
   - Use of Facilities
     - for Viewing/Visiting ..... $ —
     - for Funeral Ceremony ..... $ —
     - for Reception ..... $ —
   - Cemetery Equipment ..... $ —
   - Shelter of Remains ..... $ Inc
   - Crematory ..... $ Inc
3. AUTOMOTIVE EQUIPMENT
   - Transfer of Remains to Funeral Home ..... $ Inc
   - Funeral Hearse ..... $ —
   - Service/Utility Vehicle for Flowers, etc ..... $ Inc
   - Secure Death Certificate ..... $ Inc
   - Additional Transportation Fee ..... $ —

B. CHARGE FOR MERCHANDISE SELECTED:

- Casket or Other Receptacle ..... $ Inc
- Outer Burial Container ..... $ Inc
- Marker ..... $
- Vase/Urn ..... $
- Clothing ..... $
- Register Book(s) ..... $
- Acknowledgment Cards ..... $
- Memory Folders ..... $
- Jewelry ..... $
- _____ $

TOTAL MERCHANDISE SELECTED ..... $

C. SPECIAL CHARGES:

Forwarding of Remains to: _____ (FUNERAL HOME/MORTUARY) ..... $

Receiving of Remains from: _____ (FUNERAL HOME/MORTUARY) ..... $

- Immediate Burial ..... $
- Direct Cremation ..... Public Fid. ..... $ 1037.00

TOTAL OF SPECIAL CHARGES ..... $

D. CASH ADVANCED

We charge you for our services in obtaining:

- Sales Tax ..... $
- Cemetery Fees ..... $
- Medical Examiner Cremation Authorization Fee ..... $
- Transportation ..... $
- Arizona Disposition Filing Fee ..... $
- _____ $
- Clergy Honorarium ..... $
- Certified Copies of Death Certificate 3 only ..... $ 0
- Out of Town Mortuary Fees ..... $
- _____ $ 1

TOTAL CASH ADVANCED ..... $

SUMMARY OF CHARGES

- A. Services ..... $ Inc
- B. Merchandise ..... $ Inc
- C. Special Charges ..... $ 1037 —
- D. Cash Advanced ..... $ —

TOTAL OF ALL SELECTIONS ..... $ 1037 —

PAID AT TIME OF ARRANGEMENTS ..... $ —

BALANCE DUE ..... $ 1037

Reason for embalming N/A

If any law, cemetery, or crematory requirements have required the purchase of any of the items listed above, the law or requirements are explained below.

Crematory requires combustable Container for Cremation

1. We, the undersigned hereby authorize OWENS LIVINGSTON MORTUARIES, owned by Livingston Family Funeral Services, LLC, to direct the funeral of John Borne and to provide their professional services, facilities, equipment and such merchandise as we have selected. We agree to reasonable charges for such other items and services as may be ordered. The deceased will be held, embalmed or cremated at the location(s) of Owens Livingston Mortuaries as indicated by a ✓ above, or at _____

2. TERMS: This is a *CASH TRANSACTION*, due in full on or before (DATE OF SERVICE) NCF
Should payment not be made according to the Terms and Conditions set forth in this Agreement, I/we agree to pay interest at the rate of twenty-four percent (24%) per annum on the delinquent balance from the initial date of service/sale until the default is satisfied. I/we agree to pay a collection fee of thirty-five percent (35%) of the entire outstanding balance if my/our account is placed with a licensed collection agency. I/we agree to pay all costs from court actions including, but not limited to attorney fees, process server fees and court filing fees initiated as a result of default. All legal action will be adjudicated in Navajo County Superior Court, Holbrook, Arizona. I/we further agree to pay a $25.00 returned check fee if my/our check is returned.

3. Exclusion of Warranty-"The only warranties express or implied, granted in connection with the goods sold with this funeral service, are the express written warranties, if any, extended by the manufacturers thereof. No other warranties or warranties of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE are extended by the Funeral Director."

We agree to provide the service and furnish the merchandise as indicated above, **Owens Livingston Mortuaries.**

By Mandy Holt (FUNERAL HOME REPRESENTATIVE) F.D. # _____ Date 5-8-24 Time 1:53 Pm

I, or we, accept and approve and jointly and severally hereby acknowledge that the foregoing statement has been read to me/us and I/we hereby acknowledge receipt of completed copy. I/we assume responsibility for payment, and agree to terms of payment described above. The liability hereby assumed is in addition to the liability imposed by law upon the estate and others shall not constitute a release thereof. We acknowledge receipt of: ( ) General Price List, ( ) Casket Price List, ( ) Outer Burial Container Price List.

Alina Phillips (PURCHASER)
SS# NAVAJO CO. PUBLIC FIDUCIARY DOB
Print Name
Address
City State Zip Code
Home Phone Work Phone

(PURCHASER)
SS# DOB
Print Name
Address
City State Zip Code
Home Phone Work Phone

UNITED STATES POSTAL SERVICE.

HOLBROOK
100 W ERIE ST
HOLBROOK, AZ 86025-9998
(800)275-8777

06/20/2024 11:15 AM

Product	Qty	Unit Price	Price
PM Express 2-Day	1		$130.15
Auburn, NY 13021			
Weight: 9 lb 9.6 oz			
Signature Waiver			
Scheduled Delivery Date			
Sat 06/22/2024 06:00 PM			
Money Back Guarantee			
Tracking #:			
9509 1104 0022 4172 2528 95			
Insurance			$0.00
Up to $100.00 included			
Cremated Remains			$0.00
Total			$130.15

Grand Total: $130.15

Credit Card Remit $130.15
Card Name: VISA
Account #: XXXXXXXXXXXX2858
Approval #: 012361
Transaction #: 013
AID: A0000000031010 Chip
AL: VISA CREDIT
PIN: Not Required

Save this receipt as evidence of insurance. For information on filing an insurance claim go to https://www.usps.com/help/claims.htm or call 1-800-222-1811

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

Preview your Mail
Track your Packages
Sign up for FREE @
https://informeddelivery.usps.com

All sales final on stamps and postage.
Refunds for guaranteed services only.
Thank you for your business.

Tell us about your experience.
Go to: https://postalexperience.com/Pos
or scan this code with your mobile device,

or call 1-800-410-7420.

Brandon Borne
re: estate of
John P. Borne,
deceased

Navajo County Public Fiduciary

INVOICE

John Borne, Deceased

01/01/1950 To 12/31/2049

Date	Description	Qty	Price	Amount
Correspondence				
05/13/2024	Mandy sent new application.	0.10	$75.00	$7.50
		0.10		**$7.50**
Email				
04/30/2024	Email Correspondence w/Mandy from Owens.	0.05	$75.00	$3.75
05/06/2024	Email Correspondence w/Owens	0.05	$75.00	$3.75
05/07/2024	Email Correspondence w/Owens	0.10	$75.00	$7.50
05/16/2024	Email to County Manager; Calls from OLM, Brandon	0.10	$75.00	$7.50
		0.30		**$22.50**
Phone				
04/29/2024	Rec'd IB app for John Borne via fax.	0.10	$75.00	$7.50
05/06/2024	Spoke to Lindsey at Maricopa County Decedent Services.	0.25	$75.00	$18.75
05/06/2024	TC to Brandon, LMTCMB; TC from Trista/Brandon re: notarized signatures	0.10	$75.00	$7.50
05/07/2024	Rec'd vm from Lindsey:	0.05	$75.00	$3.75
05/08/2024	TC from Mandy @ OLM re: cremation contract	0.10	$75.00	$7.50
05/16/2024	TC to Brandon, LMTCM/TC from Bandon wanting to p/u cremains	0.10	$75.00	$7.50
05/16/2024	Rec'd call from Health District employee in Show Low.	0.05	$75.00	$3.75
05/16/2024	VM from Brandon Borne	0.05	$75.00	$3.75
05/16/2024	VM from Trista O'Hara	0.05	$75.00	$3.75
05/23/2024	TC from Trista O'Hara	0.05	$75.00	$3.75
		0.90		**$67.50**
Referral/Investigation				
05/06/2024	Initial Referral & Investigation Action/open IB case			$75.00
05/07/2024	Initial Referral & Investigation Action for IB case	0.15	$75.00	$11.25
		0.15		**$86.25**
Research/Investigation				
05/07/2024	Reviewed app and conducted research on Accurint	1.50	$75.00	$112.50
		1.50		**$112.50**
			Total:	**$296.25**

Previous Balance:	**$0.00**
Paid Amount:	**$0.00**
New Amount Due:	**$296.25**

After recording return to: Jason S. Moore
Navajo County Attorney's Office
P.O. Box 668
Holbrook, AZ 86025

INDIGENT BURIAL LIEN PURSUANT TO A.R.S. 36-831(G)

Name of County Imposing Lien: **Navajo County**
Address of County Imposing Lien: **P.O. Box 668, Holbrook, AZ 86025**
Name of Authorized Official: **Navajo County Board of Supervisors**
Jason Whiting, Chairman

Name of Property Owner(s): **JOHN PHILLIP BORNE**
Date of Lien: **July 16, 2024**
Address of Debtor/Property Owner: **8457 Snowflake Circle**
County Where Property is Located: **NAVAJO**
Legal Description of Properties: Navajo County Parcel No. **304-29-130, more specifically described as:**

White Mountain Lakes #7 Lot 36 Blk 105
Book 9 of Plats, Page 26
Records of Navajo County, Arizona

Navajo County does hereby give notice of a indigent burial lien on the real property in Navajo County of John Phillip Borne as noted above associated with the expenses of his indigent burial, the costs to the County which were as follows:

1.) Cremation through Owens Mortuary: $1,037.00
2.) Public Fiduciary Expenses: $296.25
3.) Shipping Cost for Cremains to Brandon Borne: $130.15

TOTAL AMOUNT OF LIEN: $1,463.40

The name and address of the Property Owners are hereinbefore set forth as the same as appear on the records of the Navajo County Recorder

STATE OF ARIZONA)
)ss.
County of Navajo)

I, being first duly sworn, upon oath depose and say:

I, Jason Whiting, Chairman of the Navajo County Board of Supervisors, hereby certify that the Navajo County Board of Supervisors did impose a lien in the amount of $1,463.40 on the above-noted real property to recover the costs of the indigent burial of John Phillip Boren at its regular meeting held on July 16, 2024. Said burial expenses have been duly described by Navajo County Public Fiduciary Pamela Phillips and certified by her during the meeting as a true and correct accounting of the expenses.

DATED this _16TH day of _JULY, 2024 by:

_____
Jason Whiting
Chairman
Navajo County Board of Supervisors

SUBSCRIBED TO AND SWORN to before me this _____ day of _____, 2024.

_____
Notary Public

My Commission Expires: _____

Board of Supervisors Regular **9. a.**

Meeting Date: 09/24/2024

Title: FP-A 24-001 Cobblecreek Subdivision Final Plat Amendment, District IV

Submitted By: Cody Cooper, Planning Manager

Department: Planning & Development Services

Presented By: Cody Cooper

Motion before the Board:

PUBLIC HEARING: Consideration and possible adoption of **Resolution Number 39-2024**, approving/denying a Final Plat Amendment to allow for both the removal and addition of tracts, removal of pedestrian/equestrian easements, amending a waterline easement to a drainage easement, adding a private ingress, egress, and utility easement, and a lot line adjustment in the Cobblecreek Subdivision.

Background:

On June 17th, 1986, the Cobblecreek Subdivision received final approval and was recorded with Navajo County.

The original subdivider of this development, Lester Pearce, is proposing a number of amendments to the approved Final Plat. These amendments would include:

- Removing Tracts A, B, and C from the subdivision, in their entirety.
- Removing the pedestrian/equestrian access easements from Lots 9, 10, 26, and 27.
- Eliminating Tract D and allow the property from this Tract to be combined into Lots 37, 38, 43, and 44. A portion of Tract D would also be removed from the Final Plat and combined into APN # 205-24-001D.
- Changing the waterline easement between lots 36 and 37 into a drainage easement. With this change and addition, the existing drainage easement on lot 36 would be removed.
- Adjusting the lot line between lots 35 and 36, changing each parcel's size.
- Creating a private ingress/egress/utility easement along the southern twenty-four feet (24') of Lot 35.
- Eliminating Tract E and combine this property into Lot 31.
- Creating Tract F, which would include the roadways within the subdivision.

Recommendation:

Navajo County Planning and Development Services Staff recommend approval of the Final Plat Amendment.

Attachments

Staff Report
Reso. Approval
Reso. Denial
Application
Presentation

Form Review

Inbox	Reviewed By	Date
Brandt Clark	Cody Cooper	09/12/2024 05:54 PM
Brandt Clark	Brandt Clark	09/16/2024 08:40 AM

Form Started By: Cody Cooper Started On: 09/12/2024 05:38 PM
Final Approval Date: 09/16/2024

NAVAJO COUNTY PUBLIC WORKS DEPARTMENT
PLANNING & DEVELOPMENT

STAFF REPORT

BOARD OF SUPERVISORS

Hearing Date: **September 24th, 2024**

Case No: **FP-A 24-001**

Action: **Final Plat Amendment**

Applicant: **Lester Pearce**

Project Name: **Cobblecreek Final Plat Amendment**

EXECUTIVE SUMMARY

Recommendation: Staff recommends approval of the Final Plat Amendment.

Location: The properties being amended in the Final Plat are located in the Pinedale area, in the Cobblecreek Subdivision.

Size: Various

Supervisor District: IV

Zoning: SD (Special Development)

Property Owners: Various

Applicant: Lester Pearce

Representative: Lester Pearce

REQUEST DESCRIPTION:

A request for a for a Final Plat Amendment to allow for both the removal and addition of tracts, removal of pedestrian/equestrian easements, amending a waterline easement to a drainage easement, adding a private ingress, egress, and utility easement, and a lot line adjustment in the Cobblecreek Subdivision.

GENERAL CHARACTER OF NEIGHBORHOOD:

The Cobblecreek Subdivision is located in the Pinedale area, south of State Route 260 and east of Pinedale Road. Properties within this subdivision are single-family in nature.

BACKGROUND/HISTORY:

June 17th, 1986: The Cobblecreek Subdivision received final approval and was recorded with Navajo County.

PROJECT DESCRIPTION:

If approved, this proposal would amend the following within the Cobblecreek Subdivision:

- Remove Tracts A, B, and C from the subdivision, in their entirety.
- Remove the pedestrian/equestrian access easements from Lots 9, 10, 26, and 27.
- Eliminate Tract D and allow the property from this Tract to be combined into Lots 37, 38, 43, and 44. A portion of Tract D would also be removed from the Final Plat and combined into APN # 205-24-001D.
- Change the waterline easement between lots 36 and 37 into a drainage easement. With this change and addition, the existing drainage easement on lot 36 would be removed.
- Adjust the lot line between lots 35 and 36, changing each parcel's size.
- Create a private ingress/egress/utility easement along the southern twenty-four feet (24') of Lot 35.
- Eliminate Tract E and combine this property into Lot 31.
- Create Tract F, which would include the roadways within the subdivision.

ZONING DISTRICTS:

ARTICLE 17 – SPECIAL DEVELOPMENT ZONE

Section 1701 – Purpose.

1. The purpose of the Special Development zone is to provide for the development of subdivisions and other land use projects containing various dwelling types, necessary commercial centers, off street parking areas, open space areas for recreation, and to preserve a rural atmosphere.

COMPREHENSIVE PLAN:

There are no relevant goals or policies in the Navajo County Comprehensive Plan that relate to this Final Plat Amendment proposal.

Analysis:

This request for a Final Plat Amendment does not have any relevant goals or policies within the Navajo County Comprehensive Plan. As such, no analysis for compliance with this document can be made for this proposal.

Tracts A, B, C, D, and E were all originally approved for the following uses:

- Tract A – Special Development Commercial Area (Retained by Subdivider)
- Tract B – Recreation Area (Retained by Subdivider)

- Tract C – Park Area (Dedicated to Homeowner's Association)
- Tract D – Pedestrian/Equestrian Access Easement (Dedicated to Homeowner's Association)
- Tract E – Pedestrian/Equestrian Access Easement with possible future dedication as Right-of-Way (Dedicated to Homeowner's Assocation)

The applicant is looking to remove Tracts A, B, and C from this subdivision. If removed, these parcels would either need a Zone Change or Site Plan Review to approve any future development.

The applicant is also looking to eliminate Tract D. If eliminated, portions of this Tract would be combined into the adjacent parcels within the Cobblecreek Subdivision.

Elimination of Tract E within this subdivision would also be absorbed into a neighboring parcel, as is the case with Tract D.

This proposal also includes the addition of Tract F, which would further delineate the roadways within this subdivision. This creation of this Tract would not change anything regarding the existence and status of these roads.

The pedestrian/equestrian easement, which the applicant indicates is not utilized, would be removed. The change of the waterline easement would allow for the subject property owner to change the location of their drainage easement.

As of September 12th, 2024, Planning and Development Services Staff have not received any comments in favor of, nor against, the proposal.

FINDINGS OF FACT:

1. **The item has been properly noticed and posted in compliance with Arizona Revised Statutes and Article 29.**

   This item has been noticed and posted in compliance with Arizona Revised Statutes and Article 29 of the Navajo County Zoning Ordinance.

2. **The proposal is in compliance with the Comprehensive Plan.**

   There are no relevant goals or policies within the Comprehensive Plan that relate to this proposal.

3. **The proposed use is compatible with the current and likely future uses of properties in the vicinity of the proposed use.**

   This proposal will not change any compatibility with any uses in the vicinity of the proposal.

4. **The proposed use will have minimal adverse effects on the public health, safety, and general welfare of properties in the vicinity of the proposed use.**

   There should be minimal adverse effects on the public health, safety, and general welfare of properties in the vicinity of the proposal.

PUBLIC WORKS AND OTHER COUNTY DEPARTMENT'S COMMENTS:

COUNTY ATTORNEY:

Initial: B.C. Date:

ENGINEERING AND TRAFFIC:

Initial: W.F. Date:

DRAINAGE & FLOOD CONTROL:

Initial: D.P. Date:

PLANNING AND DEVELOPMENT:

Initial: C.C. Date:

PLANNING AND DEVELOPMENT SERVICES RECOMMENDATION:

Navajo County Planning and Development Services Staff recommend approval of the Final Plat Amendment.

RESOLUTION ____-24

A RESOLUTION OF THE NAVAJO COUNTY BOARD OF SUPERVISORS APPROVING A FINAL PLAT AMENDMENT FOR COBBLECREEK SUBDIVISION

WHEREAS, an application for a Final Plat Amendment was duly filed on March 29th, 2024, by Lester Pearce to allow for both the removal and addition of tracts, removal of pedestrian/equestrian easements, amending a waterline easement to a drainage easement, adding a private ingress, egress, and utility easement, and a lot line adjustment in the Cobblecreek Subdivision; and

WHEREAS, the application concerns the following property in Navajo County: A portion of Township 11N, Range 20E, S32 of the Gila and Salt River Base and Meridian, also known as the Cobblecreek Subdivision; and

WHEREAS, the Navajo County Board of Supervisors after considering the testimony and other evidence presented at the hearing, as well as the recommendations of Staff, found that the Final Plat Amendment is consistent with the public health, safety and general welfare and should be approved subject to the conditions set forth herein; and

NOW, THEREFORE BE IT RESOLVED the Board of Supervisors hereby approves the Final Plat Amendment.

PASSED AND ADOPTED by the Navajo County Board of Supervisors by a vote of _____ yeas and _____ nays on this 24th day of September, 2024.

NAVAJO COUNTY BOARD OF SUPERVISORS

By _____
Jason Whiting, Chairman of the Board

ATTEST:

_____
Melissa W. Buckley, Clerk of the Board

RESOLUTION ____-24

A RESOLUTION OF THE NAVAJO COUNTY BOARD OF SUPERVISORS DENYING A FINAL PLAT AMENDMENT FOR COBBLECREEK SUBDIVISION

WHEREAS, an application for a Final Plat Amendment was duly filed on March 29th, 2024, by Lester Pearce to allow for both the removal and addition of tracts, removal of pedestrian/equestrian easements, amending a waterline easement to a drainage easement, adding a private ingress, egress, and utility easement, and a lot line adjustment in the Cobblecreek Subdivision; and

WHEREAS, the application concerns the following property in Navajo County: A portion of Township 11N, Range 20E, S32 of the Gila and Salt River Base and Meridian, also known as the Cobblecreek Subdivision; and

WHEREAS, the Navajo County Board of Supervisors after considering the testimony and other evidence presented at the hearing, as well as the recommendations of Staff, found that the Final Plat Amendment is not consistent with the public health, safety and general welfare and should be denied; and

NOW, THEREFORE BE IT RESOLVED the Board of Supervisors hereby deny the Final Plat Amendment.

DENIED by the Navajo County Board of Supervisors by a vote of _____ yeas and _____ nays on this 24th day of September, 2024.

NAVAJO COUNTY BOARD OF SUPERVISORS

By _____
Jason Whiting, Chairman of the Board

ATTEST:

_____
Melissa W. Buckley, Clerk of the Board

NAVAJO COUNTY
PLANNING & DEVELOPMENT SERVICES
Post Office Box 668 - 100 W. Public Works Dr.
Holbrook, Arizona 86025
(928) 524-4100 FAX (928) 524-4122

FINAL PLAT AMENDMENT APPLICATION

OWNER INFORMATION:

OWNER'S NAME: Pearce Enterprises LLC

CONTACT PHONE NO.: 480-540-9777 E-MAIL: lester@lesterpearce.com

MAILING ADDRESS: 821 N. Country Plaza E.

CITY: Gilbert STATE: AZ. ZIP CODE: 85234

AGENT/POINT OF CONTACT INFORMATION:

CONTACT'S NAME: Lester Pearce

COMPANY NAME: Pearce Enterprises LLC

CONTACT PHONE NO.: 480-540-9777 E-MAIL: lester@lesterpearce

MAILING ADDRESS: 821 N. Country Plaza E.

CITY: Gilbert STATE: AZ ZIP CODE: 85234

SUBJECT PARCEL INFORMATION:

LEGAL DESCRIPTION: T 11 N – R 20 E, SECTION 32, ASSESSOR PARCEL NO.: Multiple

SUBDIVISION NAME: Cobblecreek LOT:

RURAL ADDRESS: Pinedale Road and Cobble Creek Drive AREA: 39.90 Acres

PARCEL SIZE: 0.43 Acres – 2.45 Acres DATE OF OWNERSHIP: Orignal subdivision 4/12/1996

PRESENT USE OF PROPERTY: Single Family Residences

PROPOSED USE OF PROPERTY: Single Family Residences

CURRENT ZONING: (Please check appropriate Zoning Classification)

☐ A-Gen	☐ RU-20	☐ RU-10	☐ RU-5	☐ RU-1	☐ R1-43	☐ R1-10
☐ R-2	☐ R-3	☐ C-R	☐ I-1	☐ I-2	☒ Special Development	

REQUESTED DEVELOPMENT ZONING:

☒ Residential ☐ Commercial ☐ Industrial ☐ Mixed

CALCULATED FEE: $2,225.00 ($1000.00 plus $25 per lot, unit or tract.)

OWNER'S AFFIDAVIT:

I, (print name) LESTER N. PEARCE, being duly sworn, depose and say that I am an owner of the property involved in this application and that the information herewith submitted is true and correct to the best of my knowledge.

Lester N Pearce
Owner's Signature

STATE OF ARIZONA)
) SS
COUNTY OF Maricopa)

Sworn and subscribed before me on this 29th Day of March, 2024

RAY CALDERA
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 659532
Expires November 4, 2027

Notary Public

Nov. 04, 2027
My Commission Expires

FOR STAFF USE ONLY:

ACCEPTED BY: _____ DATE: _____

SUBMITTAL APPROVED: _____ DATE: _____

CASE NO.: FP-A_____ ACTION: ☐ GRANT ☐ DENY ☐ WITHDRAWN

NOTES / STIPULATIONS: _____

COBBLECREEK SUBDIVISION

PURPOSE OF AMENDMENTS:

1. REMOVE TRACTS A, B, AND C FROM THE SUBDIVISION.
2. REMOVE THE PEDESTRIAN/EQUESTRIAN ACCESS EASEMENTS FROM LOTS 9, 10, 26, AND 27.
3. ELIMINATE TRACT D AND HAVE THE PROPERTY ABSORBED INTO THE NORTHERLY SIDE OF LOTS 37, 38, 43, AND 44 AS SHOWN ON PLAT. THE PORTION OF TRACT D BEING WESTERLY OF LOT 44 WILL BE ABSORBED INTO PARCEL 205-24-001D.
4. CHANGE THE WATERLINE EASEMENT BETWEEN LOTS 36 AND 37 INTO A DRAINAGE EASEMENT. ELIMINATE DRAINAGE EASEMENT RUNNING EAST TO WEST ACROSS LOT 36.
5. CHANGE SIZES OF LOTS 35 AND 36 BY MOVING PROPERTY LINE BETWEEN THEM TO THE SOUTH.
6. CREATE A PRIVATE INGRESS/EGRESS AND UTILITY EASEMENT ALONG THE SOUTH 24' OF LOT 35.
7. ELIMINATE TRACT E AND ABSORB AREA INTO ADJACENT LOT 31 AS SHOWN ON PLAT.
8. CREATE TRACT F TO QUANTIFY THE ROADWAYS WITHIN THE SUBDIVISION AND FURTHER DELINEATE THE PUBLIC INGRESS/EGRESS AND PUBLIC UTILITY RIGHT OF WAY DEDICATED TO THE PUBLIC IN THE ORIGINAL PLAT.

AMENDED FINAL PLAT
COBBLECREEK SUBDIVISION

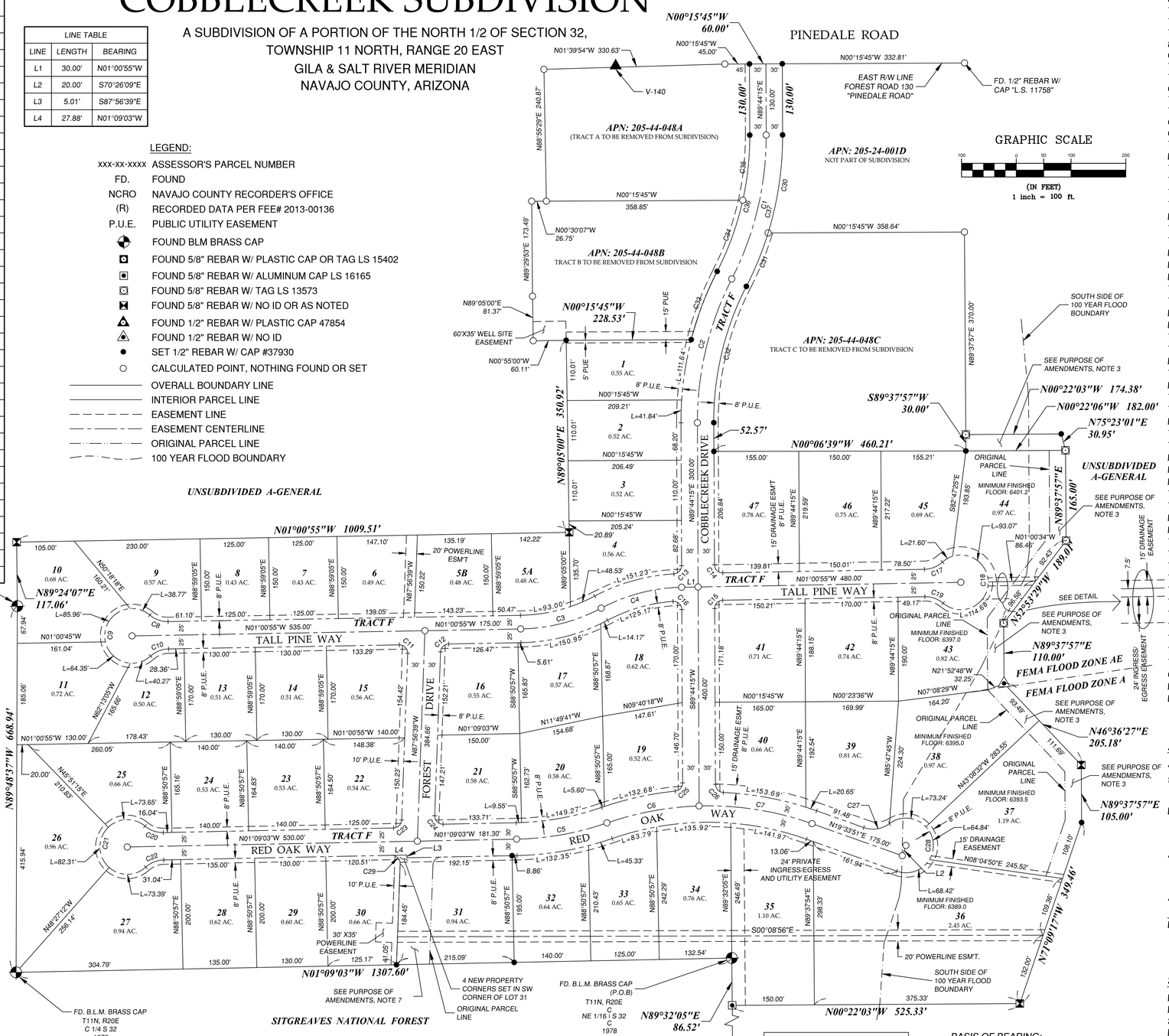
A SUBDIVISION OF A PORTION OF THE NORTH 1/2 OF SECTION 32,
TOWNSHIP 11 NORTH, RANGE 20 EAST
GILA & SALT RIVER MERIDIAN
NAVAJO COUNTY, ARIZONA

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	272.81'	570.00'	27°25'21"	N76°33'04"W	270.21'
C2	272.81'	570.00'	27°25'21"	S76°33'04"E	270.21'
C3	153.33'	325.00'	27°01'53"	N14°31'51"W	151.91'
C4	153.33'	325.00'	27°01'53"	S14°31'51"E	151.91'
C5	168.25'	535.00'	18°01'07"	N10°09'37"W	167.56'
C6	172.01'	565.00'	17°26'37"	S10°26'52"E	171.35'
C7	209.95'	565.00'	21°17'25"	S08°55'09"W	208.74'
C8	36.14'	50.00'	41°24'35"	N19°41'22"E	35.36'
C9	229.35'	50.00'	262°49'09"	N88°59'05"E	75.00'
C10	36.14'	50.00'	41°24'35"	S21°43'12"E	35.36'
C11	24.37'	15.00'	93°04'16"	S45°31'13"W	21.77'
C12	22.76'	15.00'	86°55'44"	S44°28'47"E	20.64'
C13	22.77'	15.00'	86°58'24"	N46°46'33"W	20.65'
C14	23.76'	15.00'	90°45'10"	N44°21'40"E	21.35'
C15	23.36'	15.00'	89°14'50"	S45°38'20"E	21.07'
C16	24.58'	15.00'	93°52'39"	S42°47'55"W	21.92'
C17	36.14'	50.00'	41°24'35"	N21°43'12"W	35.36'
C18	229.35'	50.00'	262°49'09"	S88°59'05"W	75.00'
C19	36.14'	50.00'	41°24'35"	S19°41'22"W	35.36'
C20	36.14'	50.00'	41°24'35"	N19°33'14"E	35.36'
C21	229.35'	50.00'	262°49'09"	N88°50'57"E	75.00'
C22	36.14'	50.00'	41°24'35"	S21°51'20"E	35.36'
C23	22.72'	15.00'	86°47'36"	N44°32'51"W	20.61'
C24	24.40'	15.00'	93°12'24"	N45°27'09"E	21.80'
C25	22.10'	15.00'	84°24'33"	N48°03'29"W	20.15'
C26	22.80'	15.00'	87°06'13"	N46°11'08"E	20.67'
C27	49.42'	50.00'	56°37'59"	N08°45'08"W	47.43'
C28	206.50'	50.00'	236°37'59"	S81°14'52"W	88.03'
C29	24.40'	15.00'	93°12'24"	N45°27'09"E	21.80'
C30	181.57'	600.00'	17°20'19"	N81°35'36"W	180.88'
C31	105.60'	600.00'	10°05'02"	N67°52'55"W	105.46'
C32	258.45'	540.00'	27°25'21"	S76°33'04"E	255.99'
C33	133.69'	600.00'	12°45'59"	S69°13'24"E	133.41'
C34	138.53'	540.00'	14°41'55"	N70°11'21"W	138.15'
C35	119.92'	540.00'	12°43'27"	N83°54'02"W	119.68'
C36	258.45'	540.00'	27°25'21"	N76°33'04"W	255.99'
C37	287.17'	600.00'	27°25'21"	N76°33'04"W	284.44'

LINE TABLE		
LINE	LENGTH	BEARING
L1	30.00'	N01°00'55"W
L2	20.00'	S70°26'09"E
L3	5.01'	S87°56'39"E
L4	27.88'	N01°09'03"W

LEGEND:

xxx-xx-xxxx	ASSESSOR'S PARCEL NUMBER
FD.	FOUND
NCRO	NAVAJO COUNTY RECORDER'S OFFICE
(R)	RECORDED DATA PER FEE# 2013-00136
P.U.E.	PUBLIC UTILITY EASEMENT
	FOUND BLM BRASS CAP
	FOUND 5/8" REBAR W/ PLASTIC CAP OR TAG LS 15402
	FOUND 5/8" REBAR W/ ALUMINUM CAP LS 16165
	FOUND 5/8" REBAR W/ TAG LS 13573
	FOUND 5/8" REBAR W/ NO ID OR AS NOTED
	FOUND 1/2" REBAR W/ PLASTIC CAP 47854
	FOUND 1/2" REBAR W/ NO ID
	SET 1/2" REBAR W/ CAP #37930
	CALCULATED POINT, NOTHING FOUND OR SET
	OVERALL BOUNDARY LINE
	INTERIOR PARCEL LINE
	EASEMENT LINE
	EASEMENT CENTERLINE
	ORIGINAL PARCEL LINE
	100 YEAR FLOOD BOUNDARY


PINEDALE ROAD
N00°15'45"W 60.00'
N00°15'45"W 45.00'
N01°39'54"W 330.63'
V-140
N00°15'45"W 332.81'
EAST R/W LINE FOREST ROAD 130 "PINEDALE ROAD"
FD. 1/2" REBAR W/ CAP "L.S. 11758"
APN: 205-44-048A
(TRACT A TO BE REMOVED FROM SUBDIVISION)
APN: 205-24-001D
NOT PART OF SUBDIVISION
GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.
N00°15'45"W 358.85'
N00°30'07"W 26.75'
APN: 205-44-048B
TRACT B TO BE REMOVED FROM SUBDIVISION
N00°15'45"W 358.64'
N89°05'00"E 81.37'
60'X35' WELL SITE EASEMENT
N00°15'45"W 228.53'
15' PUE
N00°55'00"W 60.11'
APN: 205-44-048C
TRACT C TO BE REMOVED FROM SUBDIVISION
SOUTH SIDE OF 100 YEAR FLOOD BOUNDARY
SEE PURPOSE OF AMENDMENTS, NOTE 3
N89°37'57"E 370.00'
N00°22'03"W 174.38'
N00°22'06"W 182.00'
N75°23'01"E 30.95'
S89°37'57"W 30.00'
N00°06'39"W 460.21'
52.57'
ORIGINAL PARCEL LINE
MINIMUM FINISHED FLOOR: 6401.2
UNSUBDIVIDED A-GENERAL
SEE PURPOSE OF AMENDMENTS, NOTE 3
N89°37'57"E 165.00'
N89°05'00"E 350.92'
COBBLECREEK DRIVE
1 0.55 AC.
2 0.52 AC.
3 0.52 AC.
4 0.56 AC.
5A 0.48 AC.
5B 0.48 AC.
6 0.49 AC.
7 0.43 AC.
8 0.43 AC.
9 0.57 AC.
10 0.68 AC.
11 0.72 AC.
12 0.50 AC.
13 0.51 AC.
14 0.51 AC.
15 0.56 AC.
16 0.55 AC.
17 0.57 AC.
18 0.62 AC.
19 0.52 AC.
20 0.58 AC.
21 0.58 AC.
22 0.54 AC.
23 0.53 AC.
24 0.53 AC.
25 0.66 AC.
26 0.96 AC.
27 0.94 AC.
28 0.62 AC.
29 0.60 AC.
30 0.66 AC.
31 0.94 AC.
32 0.64 AC.
33 0.65 AC.
34 0.76 AC.
35 1.10 AC.
36 2.45 AC.
37 1.19 AC.
38 0.97 AC.
39 0.81 AC.
40 0.66 AC.
41 0.71 AC.
42 0.74 AC.
43 0.82 AC.
44 0.97 AC.
45 0.69 AC.
46 0.75 AC.
47 0.78 AC.
N01°00'55"W 1009.51'
N89°24'07"E 117.06'
FD. B.L.M. BRASS CAP T11N, R20E C-E-W 1/4 S 32 1978
TALL PINE WAY
TRACT F
RED OAK WAY
FOREST DRIVE
OAK WAY
SITGREAVES NATIONAL FOREST N89°48'37"W 668.94'
N01°09'03"W 1307.60'
SEE PURPOSE OF AMENDMENTS, NOTE 7
4 NEW PROPERTY CORNERS SET IN SW CORNER OF LOT 31
ORIGINAL PARCEL LINE
30' X35' POWERLINE EASEMENT
20' POWERLINE ESM'T.
SOUTH SIDE OF 100 YEAR FLOOD BOUNDARY
N00°22'03"W 525.33'
N89°32'05"E 86.52'
FD. B.L.M. BRASS CAP (P.O.B) T11N, R20E C NE 1/16 S 32 1978
S89°32'05"W 1264.14'
FD. B.L.M. BRASS CAP T11N, R20E NE 1/16 S 32 1978
FD. B.L.M. BRASS CAP T11N, R20E C 1/4 S 32 1976
N60°18'18"E 162.21'
N48°27'12"W 256.14'
N45°15'15"E 210.85'
N22°17'05"W 185.66'
N89°29'53"E 173.49'
N88°55'29"E 240.87'
N09°40'18"W 147.61'
N11°49'41"W 154.68'
S00°08'56"E 298.33'
N71°09'17"W 349.46'
N53°53'29"W 189.01'
N43°08'32"W 283.55'
N19°33'51"E 175.00'
S82°47'29"E 193.85'
N89°44'15"E 219.59'
N89°50'57"E 206.84'
N89°32'05"E 248.49'
N89°37'54"E 298.33'
N89°47'45"W 224.30'
N89°44'15"E 192.54'
N89°50'57"E 242.29'
N89°44'15"E 217.22'
N89°44'15"E 188.15'
N89°44'15"E 190.00'
N89°50'57"E 168.87'
N89°50'57"E 165.03'
S89°44'15"W 400.00'
N89°50'57"E 165.00'
N89°50'57"E 210.43'
N89°50'57"E 195.00'
S88°50'57"W 162.73'
S88°50'57"W 165.83'
N88°59'05"E 168.83'
N88°59'05"E 164.50'
N88°59'05"E 165.16'
N88°59'05"E 170.00'
N88°59'05"E 150.00'
N87°56'39"W 384.66'
N87°56'39"W 150.22'
N87°56'39"W 154.42'
N87°56'39"W 152.21'
N87°56'39"W 147.21'
N87°56'39"W 150.23'
N88°59'05"E 200.00'
N88°50'57"E 200.00'
N88°50'57"E 184.45'
N88°50'57"E 165.16'
N88°50'57"E 164.83'
N88°50'57"E 164.50'
N88°50'57"E 165.00'
N88°50'57"E 165.00'
N88°50'57"E 200.00'
N88°50'57"E 195.00'
S88°50'57"W 165.83'
S88°50'57"W 168.87'
S89°44'15"W 400.00'
N89°44'15"E 188.15'
N89°44'15"E 190.00'
N89°44'15"E 192.54'
N89°47'45"W 224.30'
N89°37'57"E 370.00'
N89°37'57"E 165.00'
N89°37'57"E 110.00'
FEMA FLOOD ZONE AE
FEMA FLOOD ZONE A
N89°37'57"E 105.00'
N46°36'27"E 205.18'
N89°37'57"E 105.00'
N89°37'57"E 110.00'
N89°37'57"E 165.00'
N89°37'57"E 105.00'
N89°37'57"E 165.00'
N89°37'57"E 105.00'
N89°37'57"E 165.00'
N89°37'57"E 105

Cobblecreek Subdivision has been served and will continue to be served by Navopache Electric Cooperative for electrical services, Pinedale Domestic Water Improvement District for water services, and Frontier Communications for telephone and cable services. Residents in the subdivision use onsite septic systems approved through the county for sewage disposal. Residents in the subdivision use various vendors for propane and garbage collection. None of this will change with the amended final plat.

NAVAJO COUNTY

BOARD OF SUPERVISORS

Public Meeting

09-24-2024 • 9:00 AM

BOARD OF SUPERVISORS AGENDA ITEM

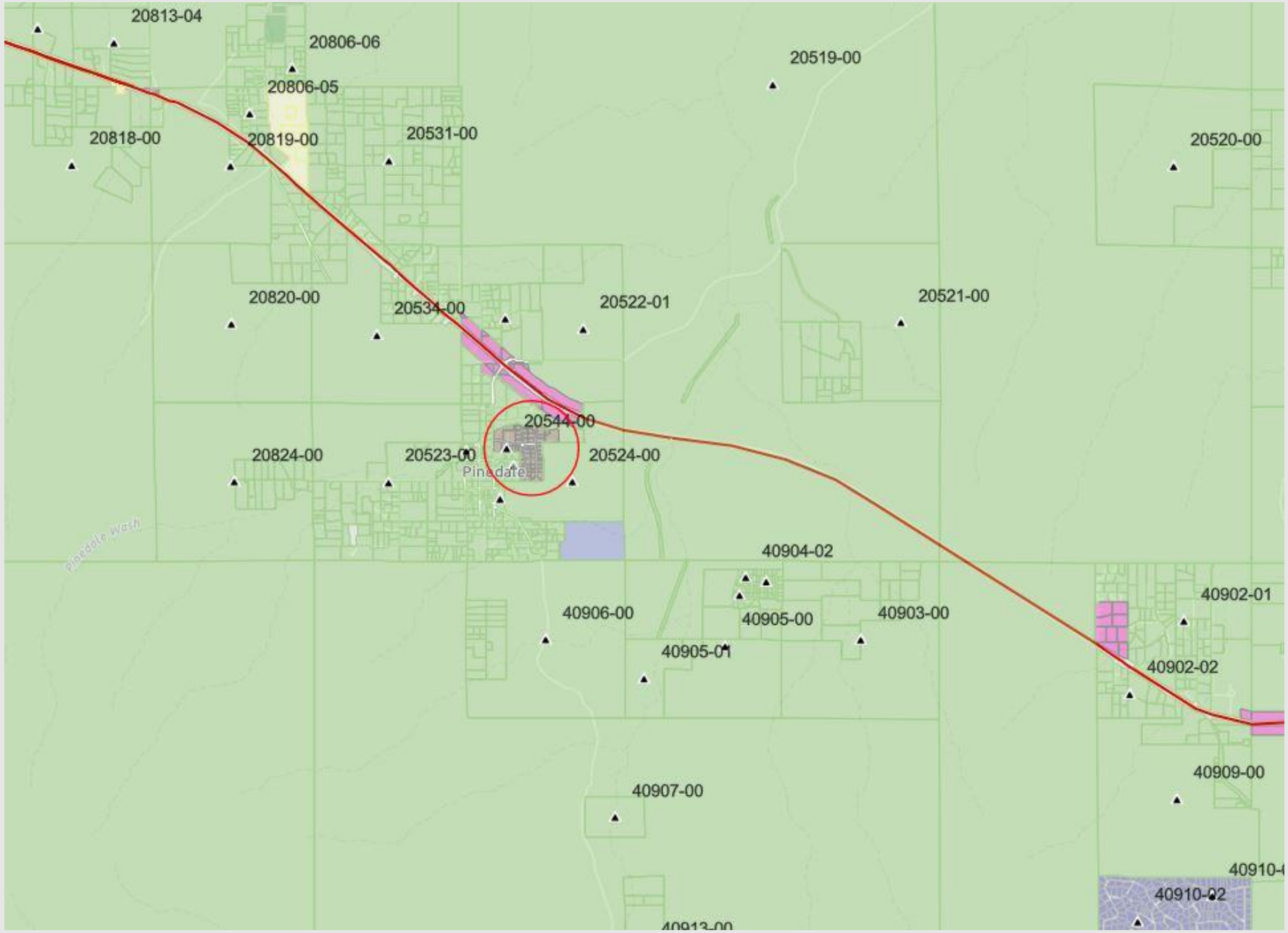
FP-A 24-001 COBBLECREEK SUBDIVISION

Consideration of a request for a for a Final Plat Amendment to allow for both the removal and addition of tracts, removal of pedestrian/equestrian easements, amending a waterline easement to a drainage easement, adding a private ingress, egress, and utility easement, and a lot line adjustment in the Cobblecreek Subdivision.

PROJECT SUMMARY

- Remove Tracts A, B, and C from the subdivision
- Remove the pedestrian/equestrian access easement from Lots 9, 10, 26, and 27
- Eliminate Tract D and allow Tract to be combined into Lots 37, 38, 43, and 44
  - A portion of Tract D would be removed from Plat and combined into APN # 205-24-001D
- Change the waterline easement between Lots 36 and 27 into a drainage easement.
  - This would allow existing drainage easement on Lot 36 to be removed.
- Adjust the lot line between Lots 35 and 36
- Eliminate Tract E and combine this into Lot 31
- Create Tract F, to include roadways within the subdivision.

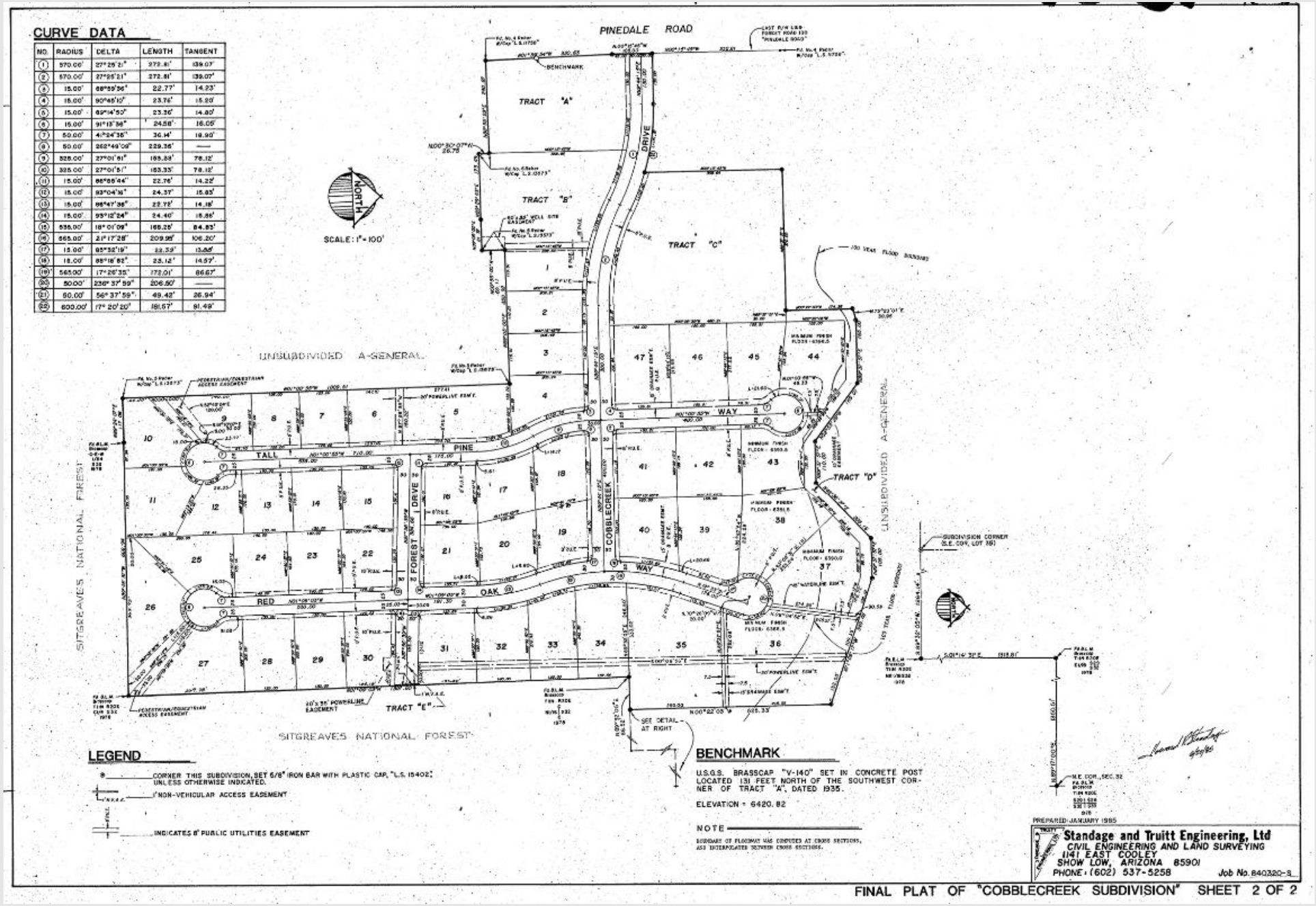
VICINITY MAP



AERIAL VIEW

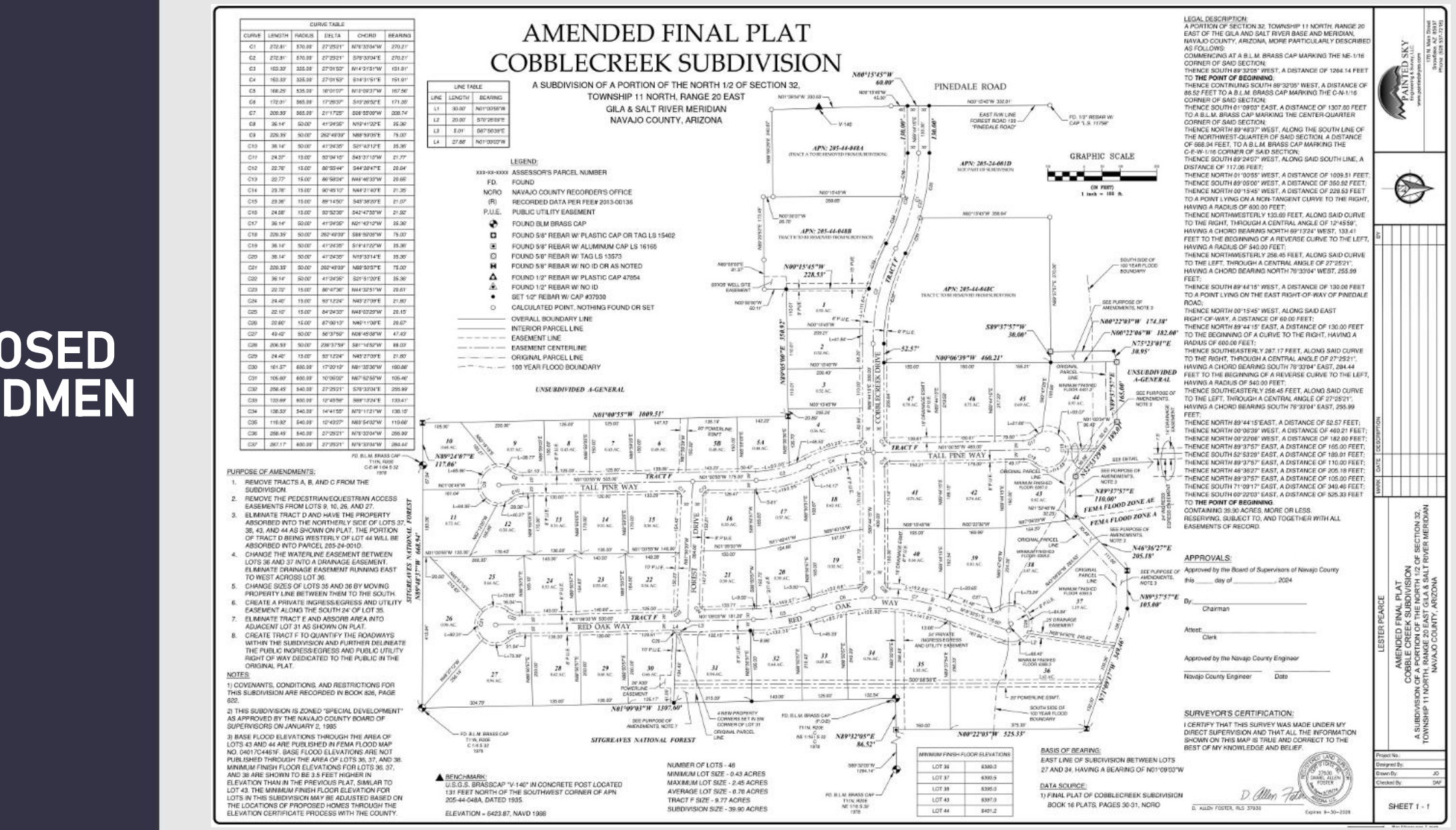
Pinedale Rd
Tall Pine Way
Red Oak Way
Cobble Creek Dr
Cobble Creek Dr
Red Oak Dr
Pinedale Rd
Tall Pine Way
Red Oak Way
Cottonwood Ln
Forest Rd
Pride Ln
Pride Ln
Pinedale Rd

ORIGIN AL PLAT



NO.	RADIUS	DELTA	LENGTH	TANGENT
(1)	570.00'	27°25'21"	272.81'	139.07'
(2)	570.00'	27°25'21"	272.81'	139.07'
(3)	15.00'	86°59'36"	22.77'	14.23'
(4)	15.00'	90°46'10"	23.76'	15.20'
(5)	15.00'	89°14'50"	23.36'	14.80'
(6)	15.00'	91°13'36"	24.58'	16.05'
(7)	50.00'	41°24'36"	36.14'	18.90'
(8)	50.00'	262°49'09"	229.36'	—
(9)	525.00'	27°01'51"	165.83'	78.12'
(10)	325.00'	27°01'51"	153.33'	78.12'
(11)	15.00'	86°56'44"	22.76'	14.22'
(12)	15.00'	93°04'16"	24.37'	15.83'
(13)	15.00'	86°47'36"	22.72'	14.18'
(14)	15.00'	93°12'24"	24.40'	15.86'
(15)	535.00'	18°01'09"	168.25'	84.83'
(16)	565.00'	21°17'28"	209.98'	106.20'
(17)	15.00'	85°32'19"	22.39'	13.86'
(18)	15.00'	88°18'52"	23.12'	14.57'
(19)	565.00'	17°26'35"	172.01'	86.67'
(20)	50.00'	236°37'59"	206.50'	—
(21)	50.00'	56°37'59"	49.42'	26.94'
(22)	600.00'	17°20'20"	181.67'	91.49'

PROPOSED AMENDMENT



AMENDED FINAL PLAT
COBBLECREEK SUBDIVISION

A SUBDIVISION OF A PORTION OF THE NORTH 1/2 OF SECTION 32,
TOWNSHIP 11 NORTH, RANGE 20 EAST
GILA & SALT RIVER MERIDIAN
NAVAJO COUNTY, ARIZONA

CURVE TABLE

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C4	153.33'	325.00'	27°01'52"	S14°31'51"E	151.91'
C5	166.25'	535.00'	18°01'07"	N18°09'37"W	165.56'
C6	172.01'	565.00'	17°26'35"	S53°26'52"E	171.35'
C7	209.33'	565.00'	21°13'25"	S08°55'09"W	208.14'
C8	36.14'	50.00'	41°24'05"	N19°41'22"E	35.36'
C9	229.35'	50.00'	262°49'39"	N88°59'05"E	75.00'
C10	36.14'	50.00'	41°24'05"	S21°43'12"E	35.36'
C11	24.37'	15.00'	93°04'15"	S45°37'10"W	21.77'
C12	22.70'	15.00'	86°43'44"	S44°39'47"E	20.64'
C13	22.77'	15.00'	86°58'04"	N46°46'33"W	20.66'
C14	23.76'	15.00'	90°45'10"	N44°21'40"E	21.35'
C15	23.36'	15.00'	89°14'50"	S45°38'20"E	21.07'
C16	24.88'	15.00'	95°52'30"	S42°47'55"W	21.92'
C17	36.14'	50.00'	41°24'05"	N21°43'12"W	35.36'
C18	229.35'	50.00'	262°49'39"	S88°59'05"W	75.00'
C19	36.14'	50.00'	41°24'05"	S19°41'22"W	35.36'
C20	36.14'	50.00'	41°24'05"	N19°33'14"E	35.36'
C21	229.35'	50.00'	262°49'39"	N88°59'05"E	75.00'
C22	36.14'	50.00'	41°24'05"	S21°51'20"E	35.36'
C23	22.72'	15.00'	86°47'36"	N44°32'51"W	20.61'
C24	24.40'	15.00'	93°12'24"	N45°27'09"E	21.80'
C25	22.10'	15.00'	84°24'33"	N48°03'29"W	20.15'
C26	22.60'	15.00'	87°09'13"	N46°11'09"E	20.67'
C27	49.42'	50.00'	56°37'59"	N08°45'36"W	47.43'
C28	206.53'	50.00'	236°37'59"	S81°14'52"W	89.03'
C29	24.40'	15.00'	93°12'24"	N45°27'09"E	21.80'
C30	161.37'	600.00'	17°20'12"	N81°35'30"W	160.80'
C31	105.60'	600.00'	10°05'02"	N67°52'55"W	105.46'
C32	258.45'	540.00'	27°25'21"	S76°33'04"E	255.99'
C33	133.69'	600.00'	12°45'56"	S88°13'24"E	133.41'
C34	135.53'	540.00'	14°41'55"	N70°11'21"W	135.15'
C35	119.92'	540.00'	12°43'27"	N83°54'32"W	119.66'
C36	258.45'	540.00'	27°25'21"	N76°33'04"W	255.99'
C37	267.17'	600.00'	27°25'21"	N76°33'04"W	264.64'

LINE TABLE

LINE	LENGTH	BEARING
L1	30.00'	N01°00'55"W
L2	20.00'	S76°26'58"E
L3	5.01'	S87°56'39"E
L4	27.66'	N01°09'03"W

LEGEND:

xxx-xx-xxxx	ASSESSOR'S PARCEL NUMBER
FD.	FOUND
NCRO	NAVAJO COUNTY RECORDER'S OFFICE
(R)	RECORDED DATA PER FEE# 2013-00136
P.U.E.	PUBLIC UTILITY EASEMENT
	FOUND BLM BRASS CAP
	FOUND 5/8" REBAR W/ PLASTIC CAP OR TAG LS 15402
	FOUND 5/8" REBAR W/ ALUMINUM CAP LS 16165
	FOUND 5/8" REBAR W/ TAG LS 13573
	FOUND 5/8" REBAR W/ NO ID OR AS NOTED
	FOUND 1/2" REBAR W/ PLASTIC CAP 47854
	FOUND 1/2" REBAR W/ NO ID
	SET 1/2" REBAR W/ CAP #37930
	CALCULATED POINT, NOTHING FOUND OR SET
	OVERALL BOUNDARY LINE
	INTERIOR PARCEL LINE
	EASEMENT LINE
	EASEMENT CENTERLINE
	ORIGINAL PARCEL LINE
	100 YEAR FLOOD BOUNDARY

PURPOSE OF AMENDMENTS:

1. REMOVE TRACTS A, B, AND C FROM THE SUBDIVISION.
2. REMOVE THE PEDESTRIAN/EQUESTRIAN ACCESS EASEMENTS FROM LOTS 9, 10, 26, AND 27.
3. ELIMINATE TRACT D AND HAVE THE PROPERTY ABSORBED INTO THE NORTHERLY SIDE OF LOTS 37, 38, 43, AND 44 AS SHOWN ON PLAT. THE PORTION OF TRACT D BEING WESTERLY OF LOT 44 WILL BE ABSORBED INTO PARCEL 205-24-001D.
4. CHANGE THE WATERLINE EASEMENT BETWEEN LOTS 36 AND 37 INTO A DRAINAGE EASEMENT. ELIMINATE DRAINAGE EASEMENT RUNNING EAST TO WEST ACROSS LOT 36.
5. CHANGE SIZES OF LOTS 35 AND 36 BY MOVING PROPERTY LINE BETWEEN THEM TO THE SOUTH.
6. CREATE A PRIVATE INGRESS/EGRESS AND UTILITY EASEMENT ALONG THE SOUTH 24' OF LOT 35.
7. ELIMINATE TRACT E AND ABSORB AREA INTO ADJACENT LOT 31 AS SHOWN ON PLAT.
8. CREATE TRACT F TO QUANTIFY THE ROADWAYS WITHIN THE SUBDIVISION AND FURTHER DELINEATE THE PUBLIC INGRESS/EGRESS AND PUBLIC UTILITY RIGHT OF WAY DEDICATED TO THE PUBLIC IN THE ORIGINAL PLAT.

NOTES:

1) COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THIS SUBDIVISION ARE RECORDED IN BOOK 826, PAGE 622.

2) THIS SUBDIVISION IS ZONED "SPECIAL DEVELOPMENT" AS APPROVED BY THE NAVAJO COUNTY BOARD OF SUPERVISORS ON JANUARY 2, 1985

3) BASE FLOOD ELEVATIONS THROUGH THE AREA OF LOTS 43 AND 44 ARE PUBLISHED IN FEMA FLOOD MAP NO. 04017C4461F. BASE FLOOD ELEVATIONS ARE NOT PUBLISHED THROUGH THE AREA OF LOTS 36, 37, AND 38. MINIMUM FINISH FLOOR ELEVATIONS FOR LOTS 36, 37, AND 38 ARE SHOWN TO BE 3.5 FEET HIGHER IN ELEVATION THAN IN THE PREVIOUS PLAT, SIMILAR TO LOT 43. THE MINIMUM FINISH FLOOR ELEVATION FOR LOTS IN THIS SUBDIVISION MAY BE ADJUSTED BASED ON THE LOCATIONS OF PROPOSED HOMES THROUGH THE ELEVATION CERTIFICATE PROCESS WITH THE COUNTY.

BENCHMARK:
U.S.G.S. BRASSCAP "V-140" IN CONCRETE POST LOCATED 131 FEET NORTH OF THE SOUTHWEST CORNER OF APN 205-44-048A, DATED 1935.
ELEVATION = 6423.87, NAVD 1988

NUMBER OF LOTS - 48
MINIMUM LOT SIZE - 0.43 ACRES
MAXIMUM LOT SIZE - 2.45 ACRES
AVERAGE LOT SIZE - 0.70 ACRES
TRACT F SIZE - 9.77 ACRES
SUBDIVISION SIZE - 39.90 ACRES

MINIMUM FINISH FLOOR ELEVATIONS

LOT 36	6389.0
LOT 37	6390.5
LOT 38	6395.0
LOT 43	6397.3
LOT 44	6401.2

LEGAL DESCRIPTION:
A PORTION OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 20 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, NAVAJO COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A B.L.M. BRASS CAP MARKING THE NE- 1/16 CORNER OF SAID SECTION;
THENCE SOUTH 89°32'05" WEST, A DISTANCE OF 1264.14 FEET TO **THE POINT OF BEGINNING**;
THENCE CONTINUING SOUTH 89°32'05" WEST, A DISTANCE OF 86.52 FEET TO A B.L.M. BRASS CAP MARKING THE C-N-1/16 CORNER OF SAID SECTION;
THENCE SOUTH 01°09'03" EAST, A DISTANCE OF 1307.60 FEET TO A B.L.M. BRASS CAP MARKING THE CENTER-QUARTER CORNER OF SAID SECTION;
THENCE NORTH 89°48'37" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST-QUARTER OF SAID SECTION, A DISTANCE OF 668.94 FEET, TO A B.L.M. BRASS CAP MARKING THE C-W-1/16 CORNER OF SAID SECTION;
THENCE SOUTH 89°24'07" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 117.06 FEET;
THENCE NORTH 01°00'55" WEST, A DISTANCE OF 1009.51 FEET;
THENCE SOUTH 89°05'00" WEST, A DISTANCE OF 350.52 FEET;
THENCE NORTH 00°15'45" WEST, A DISTANCE OF 229.53 FEET TO A POINT LYING ON A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 600.00 FEET;
THENCE NORTHWESTERLY 133.69 FEET, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 12°45'56", HAVING A CHORD BEARING NORTH 69°13'24" WEST, 133.41 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 540.00 FEET;
THENCE NORTHWESTERLY 258.45 FEET, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 27°25'21", HAVING A CHORD BEARING NORTH 76°33'04" WEST, 255.99 FEET;
THENCE SOUTH 89°44'15" WEST, A DISTANCE OF 130.00 FEET TO A POINT LYING ON THE EAST RIGHT-OF-WAY OF PINEDALE ROAD;
THENCE NORTH 00°15'45" WEST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 60.00 FEET;
THENCE NORTH 89°44'15" EAST, A DISTANCE OF 130.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 600.00 FEET;
THENCE SOUTHEASTERLY 287.17 FEET, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 27°25'21", HAVING A CHORD BEARING SOUTH 76°33'04" EAST, 284.44 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 540.00 FEET;
THENCE SOUTHEASTERLY 258.45 FEET, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 27°25'21", HAVING A CHORD BEARING SOUTH 76°33'04" EAST, 255.99 FEET;
THENCE NORTH 89°44'15"EAST, A DISTANCE OF 52.57 FEET;
THENCE NORTH 00°08'39" EAST, A DISTANCE OF 460.21 FEET;
THENCE NORTH 00°22'06" EAST, A DISTANCE OF 182.60 FEET;
THENCE NORTH 89°37'57" EAST, A DISTANCE OF 165.00 FEET;
THENCE SOUTH 52°53'29" EAST, A DISTANCE OF 189.01 FEET;
THENCE NORTH 89°37'57" EAST, A DISTANCE OF 110.00 FEET;
THENCE NORTH 46°36'27" EAST, A DISTANCE OF 205.18 FEET;
THENCE NORTH 89°37'57" EAST, A DISTANCE OF 105.00 FEET;
THENCE SOUTH 71°09'17" EAST, A DISTANCE OF 349.46 FEET;
THENCE SOUTH 00°22'03" EAST, A DISTANCE OF 525.33 FEET TO **THE POINT OF BEGINNING**.
CONTAINING 39.90 ACRES, MORE OR LESS.
RESERVING, SUBJECT TO, AND TOGETHER WITH ALL EASEMENTS OF RECORD.

APPROVALS:
Approved by the Board of Supervisors of Navajo County
this _____ day of _____, 2024
By: _____ Chairman
Attest: _____ Clerk

Approved by the Navajo County Engineer
_____ Navajo County Engineer _____ Date

SURVEYOR'S CERTIFICATION:
I CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECT SUPERVISION AND THAT ALL THE INFORMATION SHOWN ON THIS MAP IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

D. ALLEN FOSTER, RLS 37930 — Expires 9-30-2025

BASIS OF BEARING:
EAST LINE OF SUBDIVISION BETWEEN LOTS 27 AND 34, HAVING A BEARING OF N01°09'03"W

DATA SOURCE:
1) FINAL PLAT OF COBBLECREEK SUBDIVISION BOOK 16 PLATS, PAGES 30-31, NCRO

PAINTED SKY ENGINEERING & SURVEYING, LLC
170 N. Main Street, Snowflake, AZ 85937, Phone: 928 537-2183

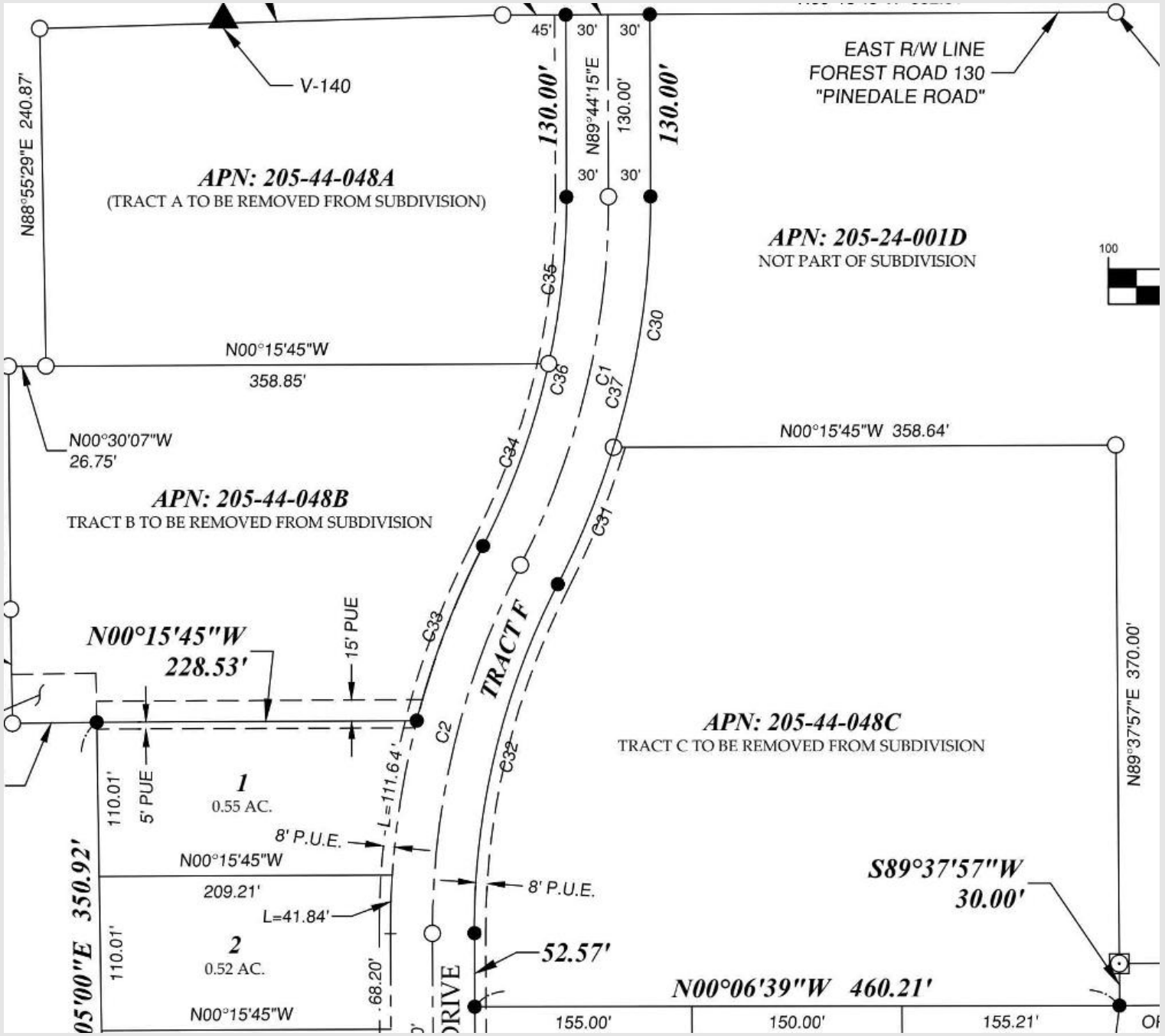
MARK	DATE	DESCRIPTION	BY

LESTER PEARCE
AMENDED FINAL PLAT
COBBLE CREEK SUBDIVISION
A SUBDIVISION OF A PORTION OF THE NORTH 1/2 OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 20 EAST GILA & SALT RIVER MERIDIAN
NAVAJO COUNTY, ARIZONA

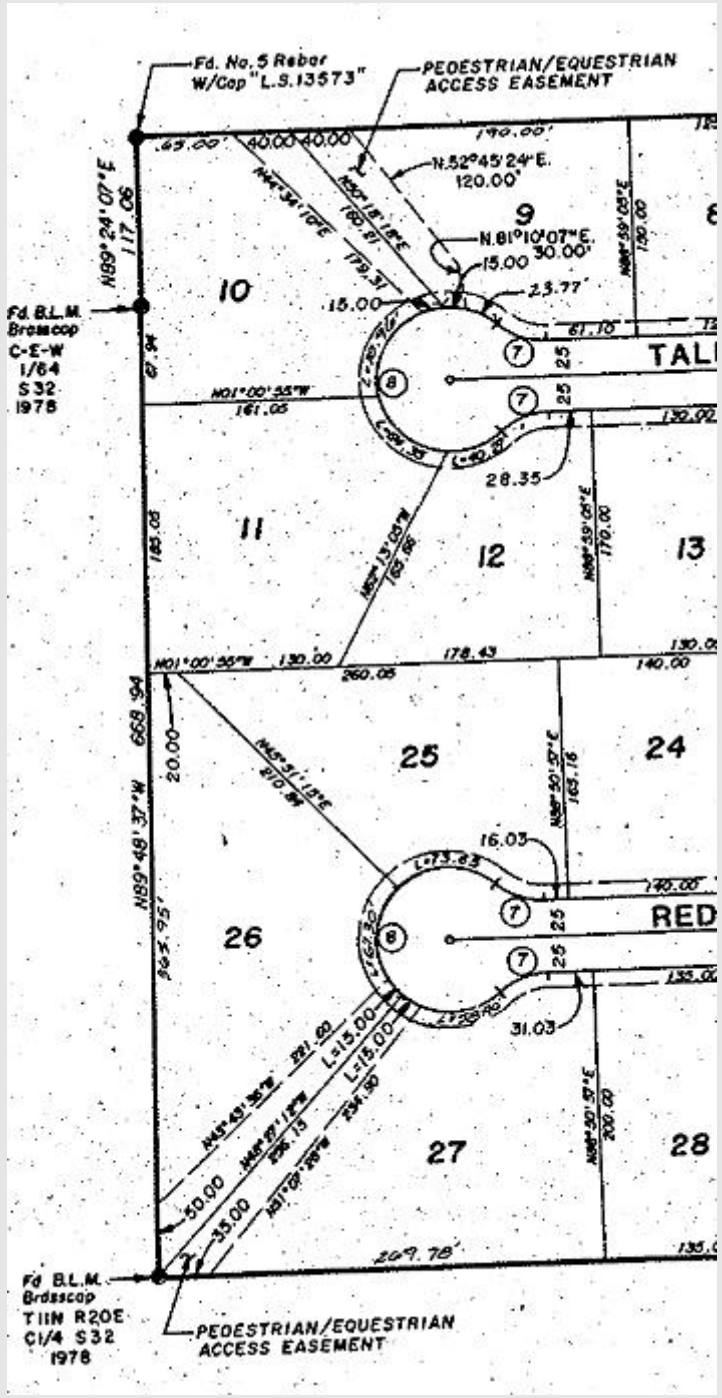
Project No.:	
Designed By:	
Drawn By:	JO
Checked By:	DAF

SHEET 1 - 1

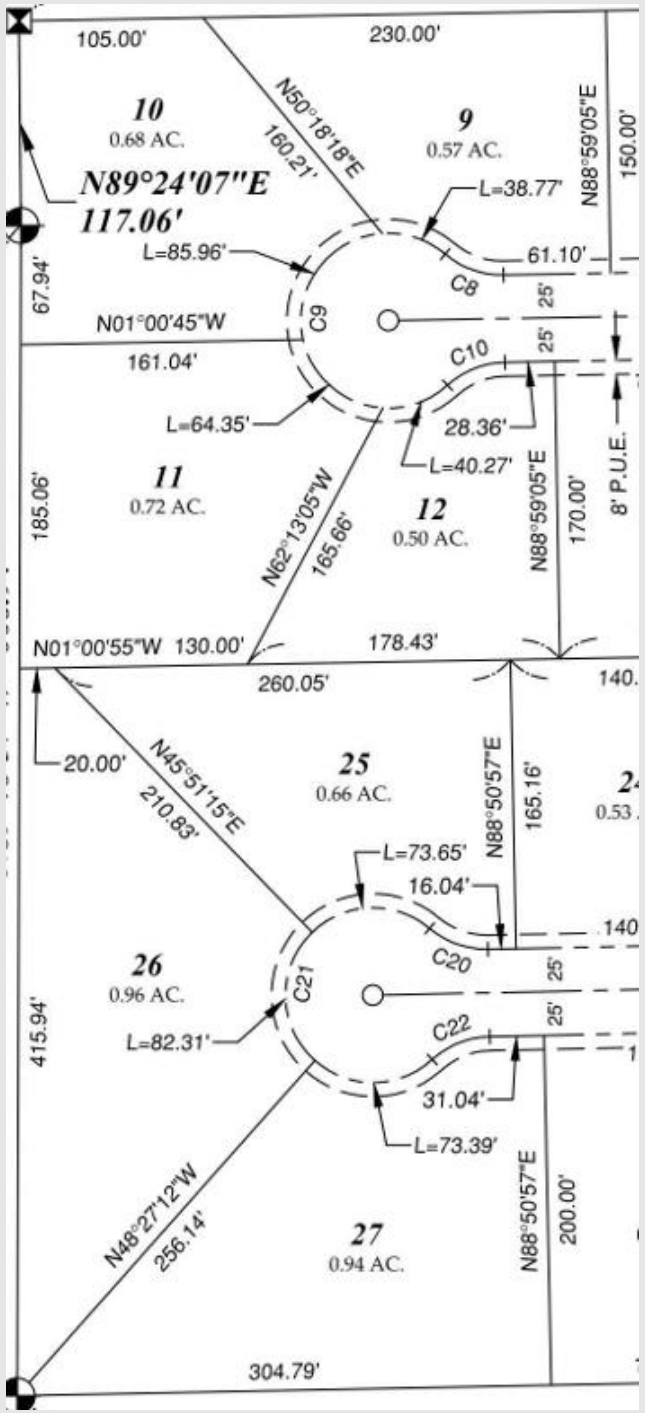
REMOVAL OF TRACTS A, B, & C



EXISTING PEDESTRIAN/ EQUESTRIAN ACCESS EASEMENT

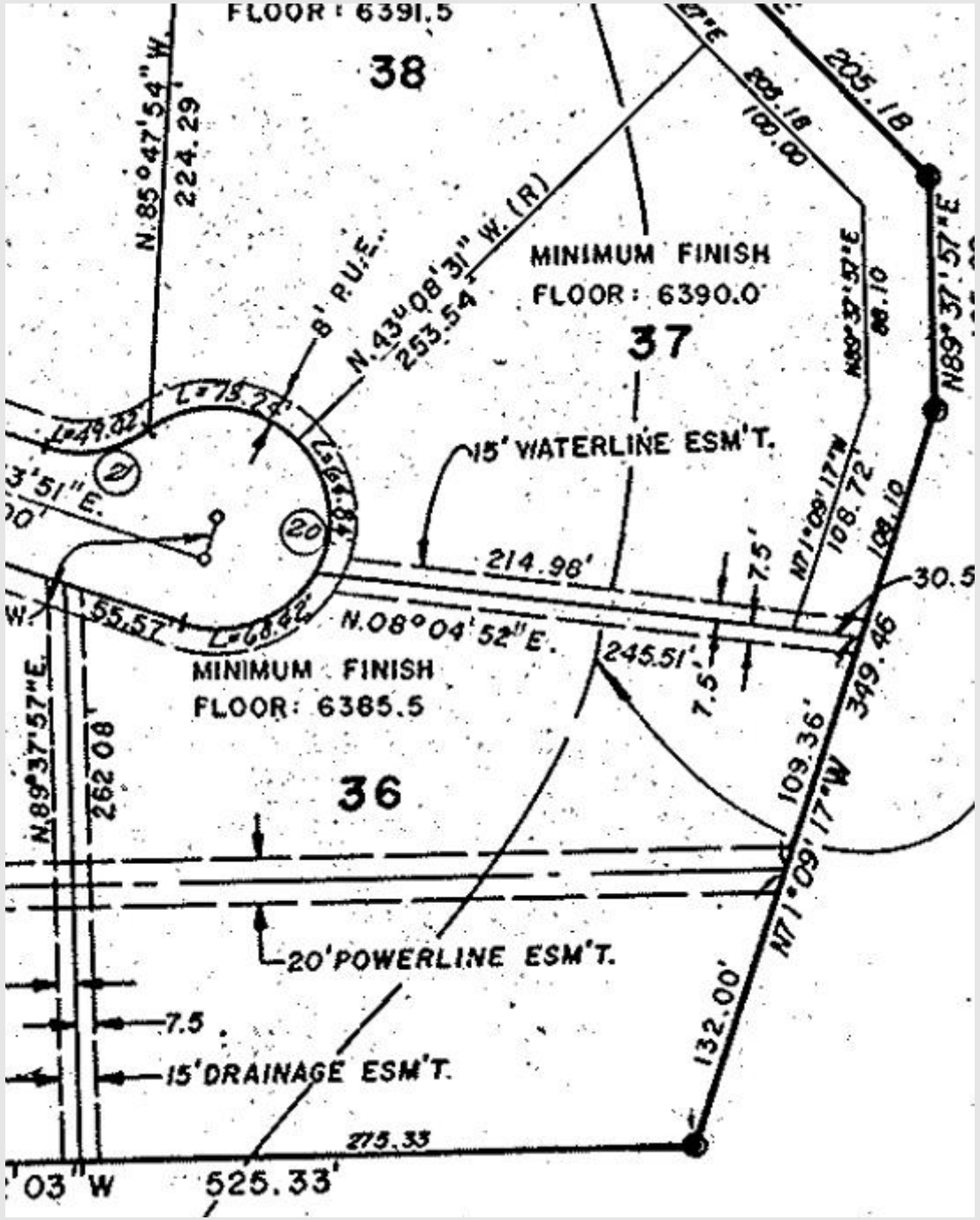


PEDESTRIAN/ EQUESTRIAN ACCESS EASEMENT REMOVAL

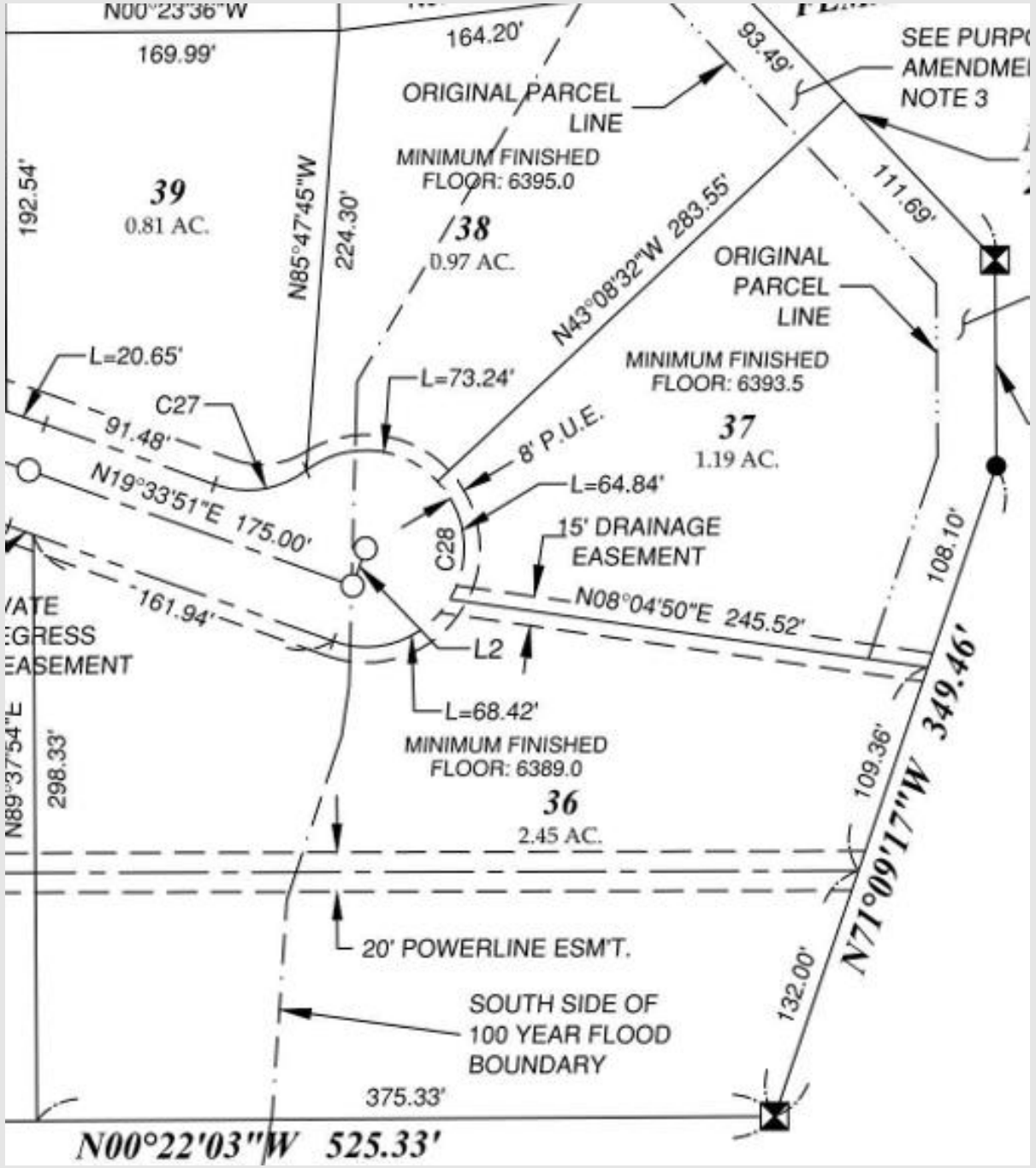


REMOVAL OF TRACT D

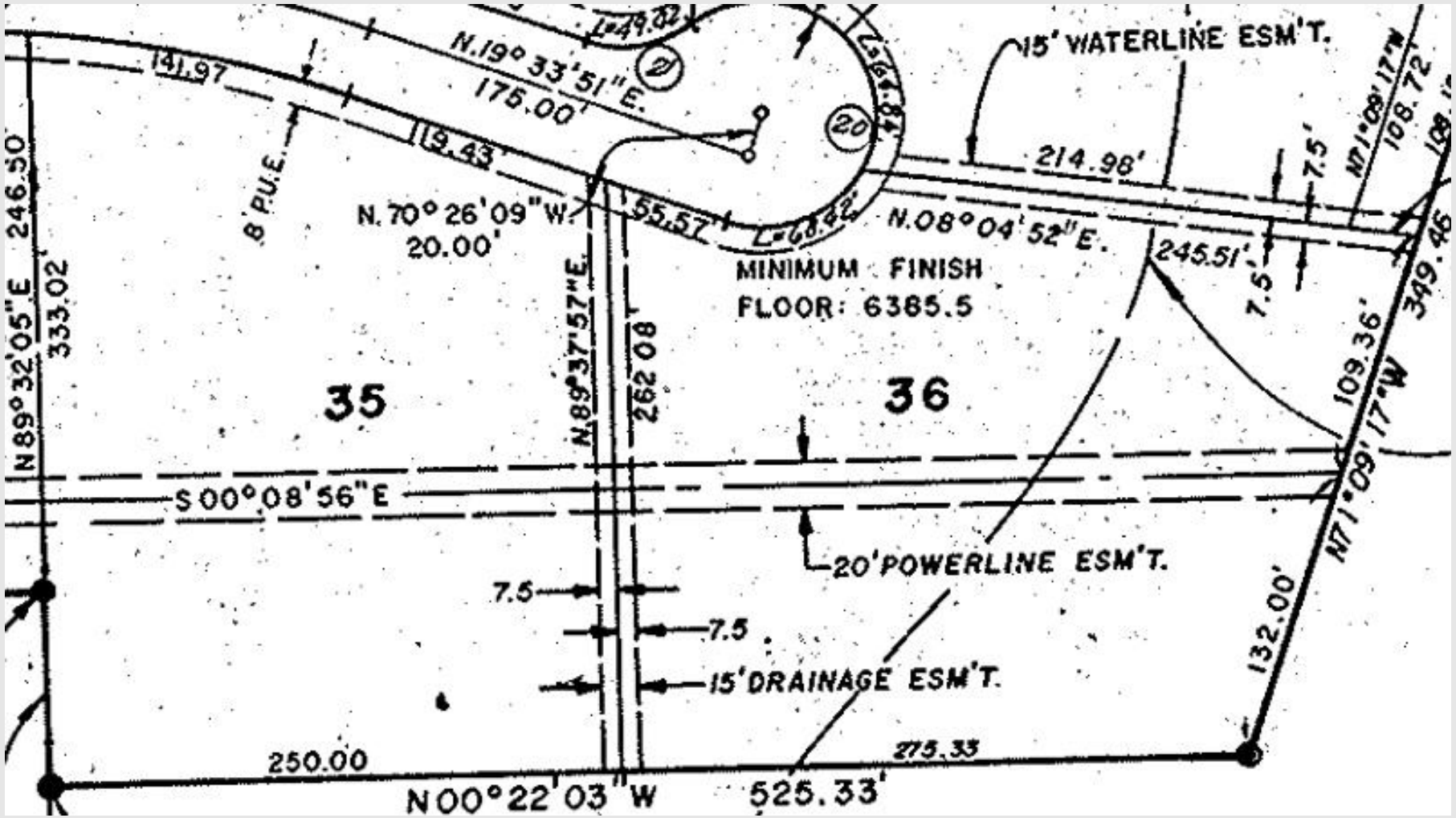
ORIGINAL WATERLINE AND DRAINAGE EASEMENTS



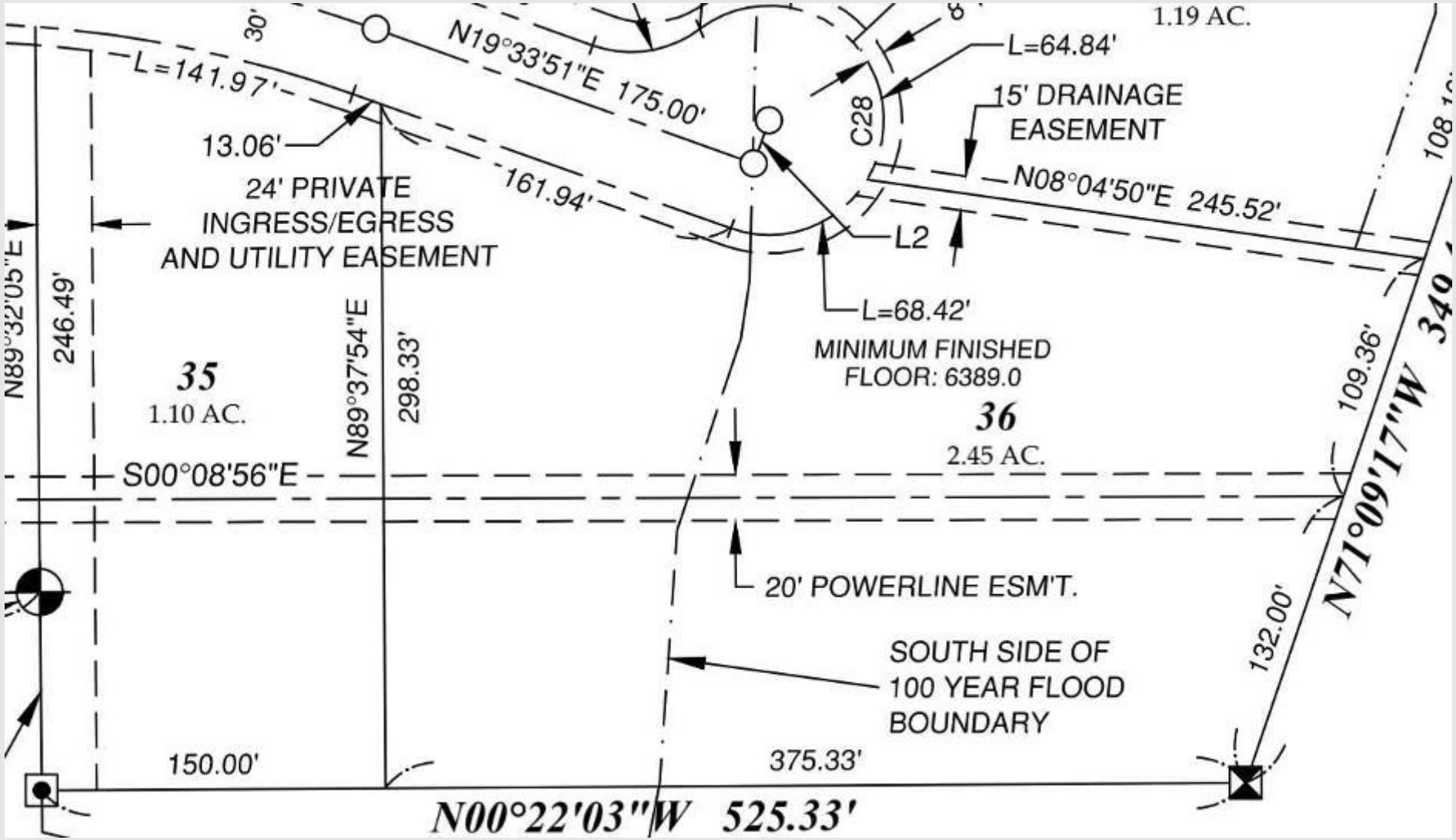
CHANGING WATERLINE EASEMENT TO DRAINAGE EASEMENT



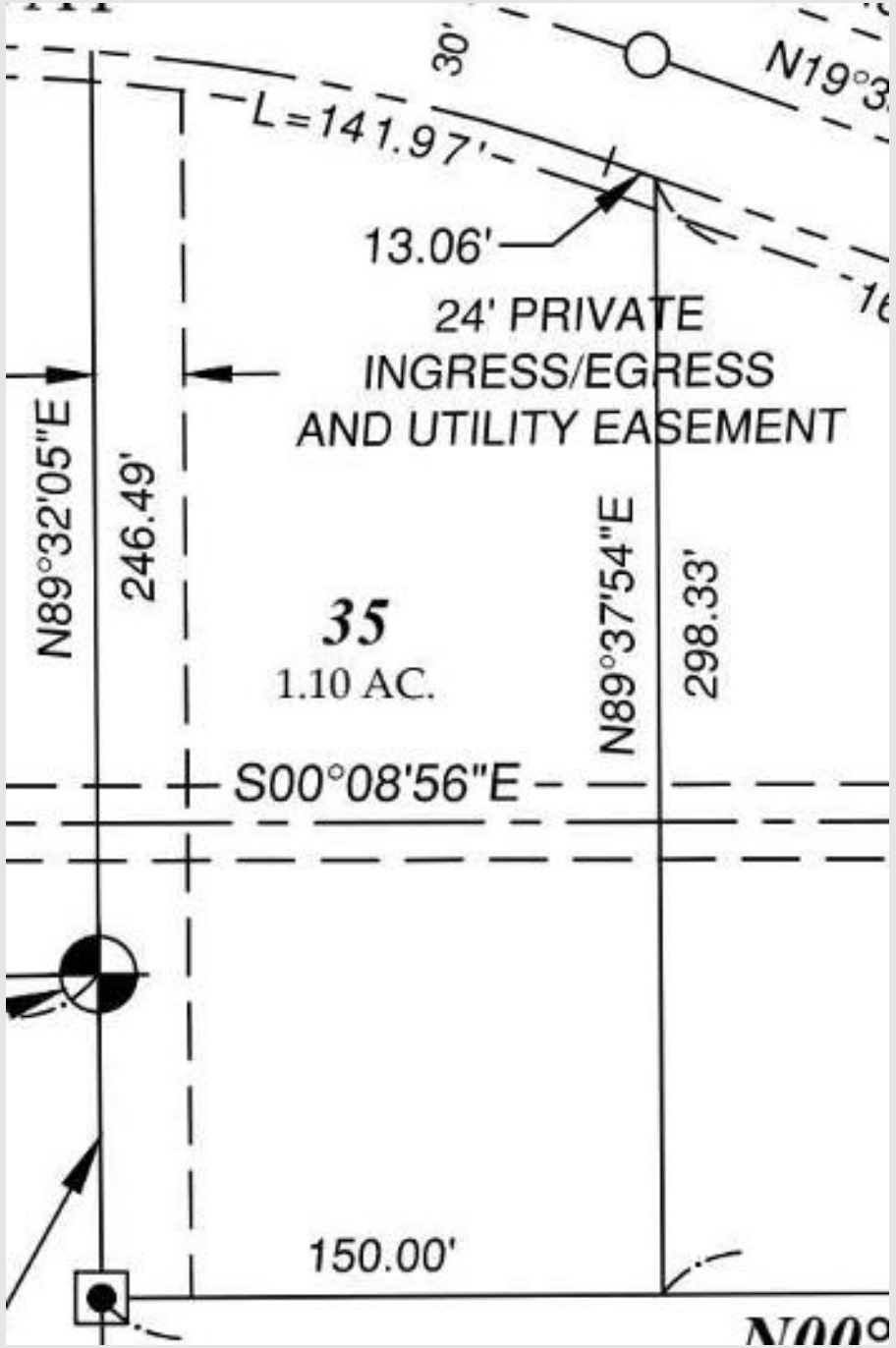
ORIGINAL LOTS 35 AND 36



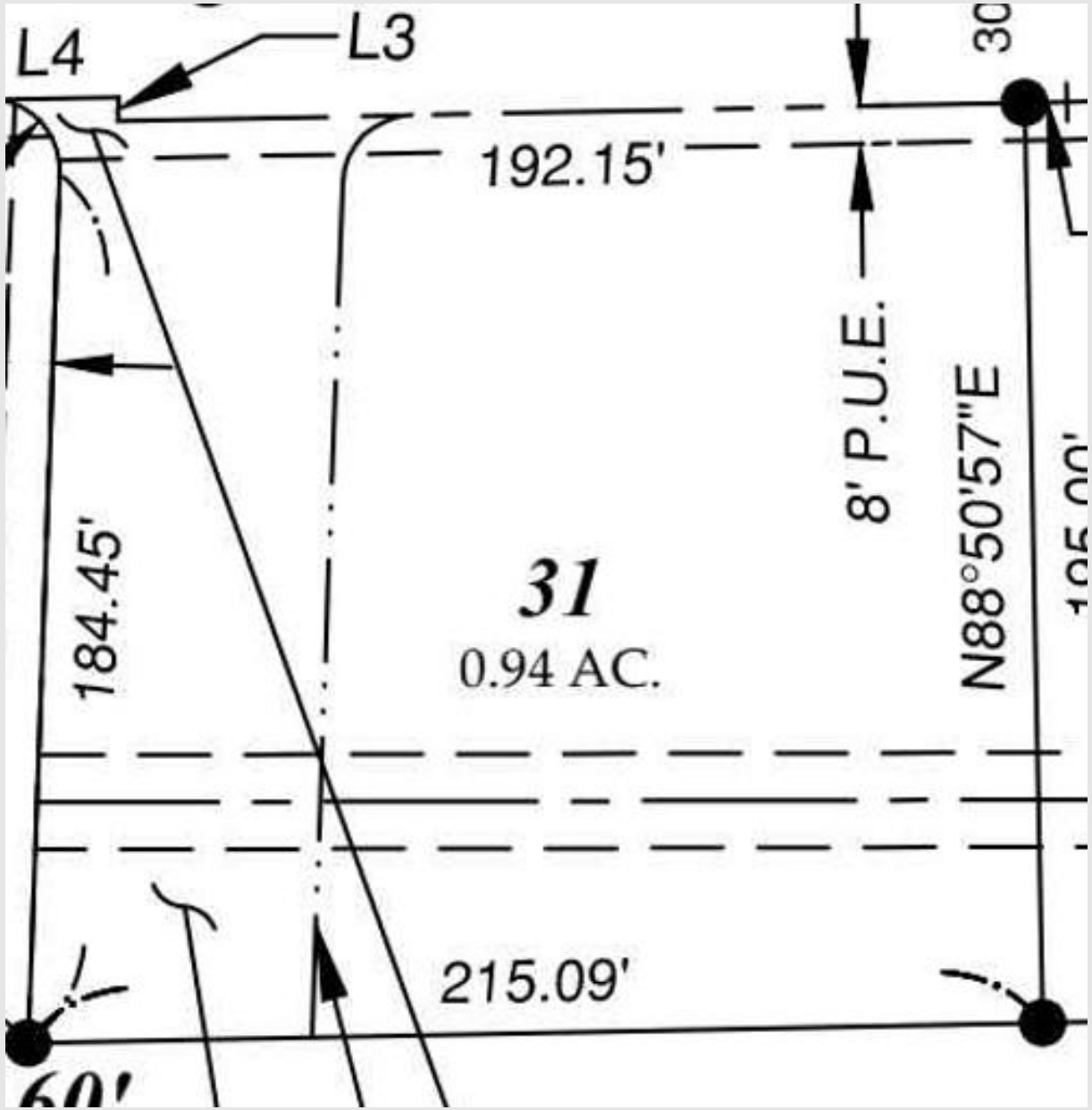
PROPOSED LOTS 35 AND 36



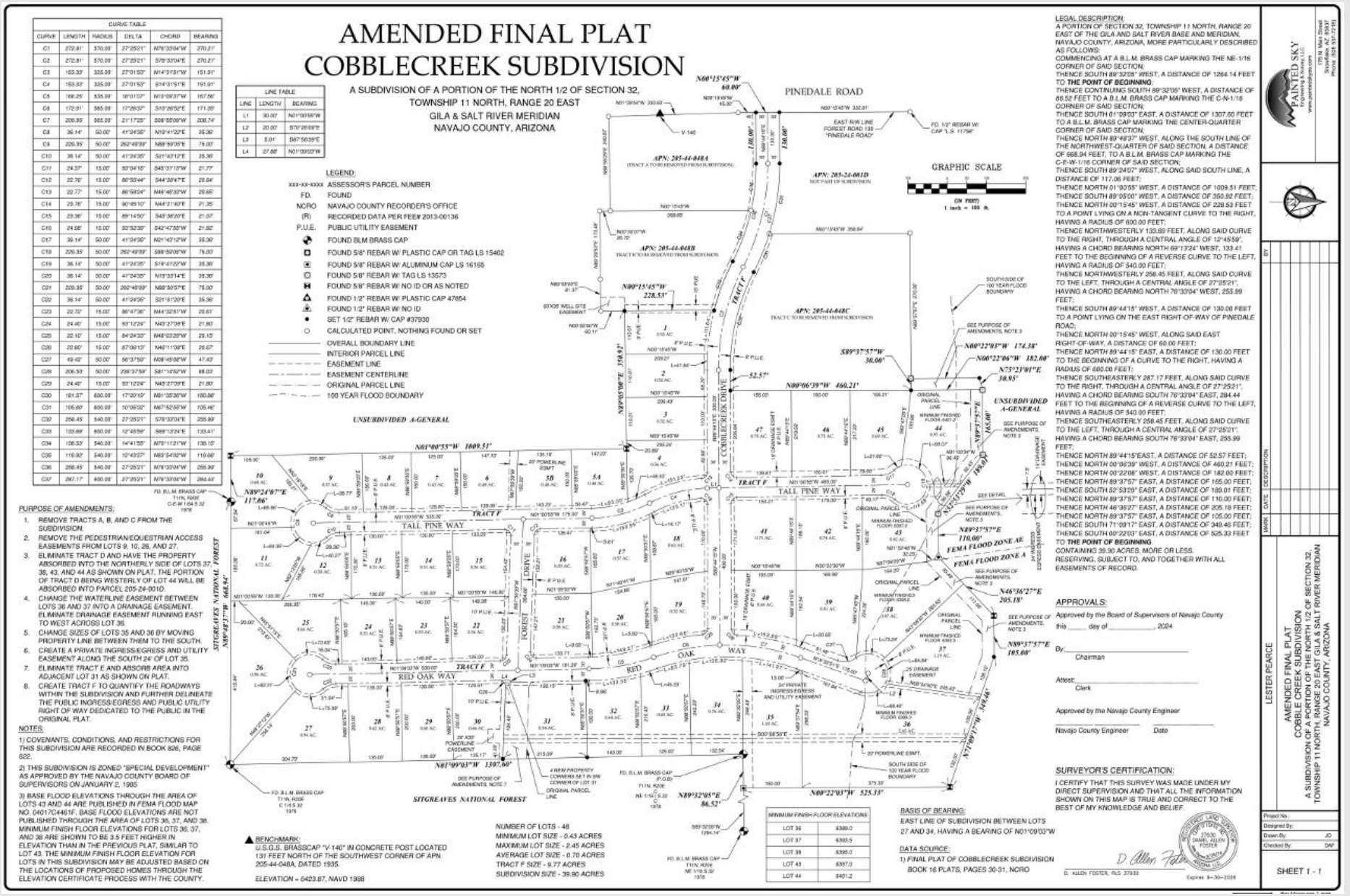
ADDING INGRESS/EGRESS/UTILITY TO LOT 35



ELIMINATING TRACT E



CREATING TRACT F



AMENDED FINAL PLAT
COBBLECREEK SUBDIVISION
A SUBDIVISION OF A PORTION OF THE NORTH 1/2 OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 20 EAST GILA & SALT RIVER MERIDIAN NAVAJO COUNTY, ARIZONA

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	272.81'	570.00'	27°25'21"	N76°33'04"W	270.21'
C2	272.81'	570.00'	27°25'21"	S76°33'04"E	270.21'
C3	153.33'	325.00'	27°01'53"	N14°13'51"W	151.91'
C4	153.33'	325.00'	27°01'53"	S14°13'51"E	151.91'
C5	166.25'	535.00'	18°01'07"	N18°09'37"W	165.56'
C6	172.01'	565.00'	17°26'30"	S18°26'52"E	171.35'
C7	208.39'	565.00'	21°17'25"	S08°55'09"W	208.74'
C8	36.14'	50.00'	41°24'35"	N19°41'22"E	35.36'
C9	229.35'	50.00'	262°49'09"	N88°59'05"E	75.00'
C10	36.14'	50.00'	41°24'35"	S21°43'13"E	35.36'
C11	24.37'	15.00'	93°04'15"	S43°37'13"W	21.77'
C12	22.70'	15.00'	86°43'44"	S44°28'47"E	20.64'
C13	22.77'	15.00'	86°58'04"	N46°46'33"W	20.65'
C14	23.76'	15.00'	90°45'10"	N44°21'40"E	21.35'
C15	23.36'	15.00'	89°14'50"	S45°38'20"E	21.07'
C16	24.58'	15.00'	93°52'30"	S42°47'55"W	21.92'
C17	36.14'	50.00'	41°24'35"	N21°43'13"W	35.36'
C18	229.35'	50.00'	262°49'09"	S88°59'05"W	75.00'
C19	36.14'	50.00'	41°24'35"	S19°41'22"W	35.36'
C20	36.14'	50.00'	41°24'35"	N15°33'14"E	35.36'
C21	229.35'	50.00'	262°49'09"	N88°59'57"E	75.00'
C22	36.14'	50.00'	41°24'35"	S21°51'20"E	35.36'
C23	22.72'	15.00'	86°47'36"	N44°32'51"W	20.61'
C24	24.46'	15.00'	93°12'24"	N45°27'09"E	21.83'
C25	22.10'	15.00'	84°24'33"	N46°03'25"W	20.15'
C26	22.60'	15.00'	87°06'13"	N40°11'09"E	20.67'
C27	49.42'	50.00'	56°37'59"	N08°45'08"W	47.43'
C28	206.53'	50.00'	236°37'59"	S81°14'52"W	89.03'
C29	24.46'	15.00'	93°12'24"	N45°27'09"E	21.83'
C30	161.37'	600.00'	17°20'13"	N81°35'30"W	160.80'
C31	105.80'	600.00'	10°06'02"	N67°52'58"W	105.66'
C32	256.45'	540.00'	27°25'21"	S76°33'04"E	255.99'
C33	133.69'	600.00'	12°45'56"	S88°13'24"E	133.41'
C34	136.53'	540.00'	14°41'55"	N75°11'21"W	136.15'
C35	116.92'	540.00'	12°43'27"	N83°54'02"W	116.68'
C36	256.45'	540.00'	27°25'21"	N76°33'04"W	255.99'
C37	267.17'	600.00'	27°25'21"	N76°33'04"W	264.64'

LINE TABLE

LINE	LENGTH	BEARING
L1	30.00'	N01°00'58"W
L2	20.00'	S70°26'58"E
L3	5.01'	S87°56'39"E
L4	27.88'	N01°03'03"W

LEGEND:
- XXX-XX-XXXX ASSESSOR'S PARCEL NUMBER
- FD. FOUND
- NCRO NAVAJO COUNTY RECORDER'S OFFICE
- (R) RECORDED DATA PER FEE# 2013-00136
- P.U.E. PUBLIC UTILITY EASEMENT
- FOUND BLM BRASS CAP
- FOUND 5/8" REBAR W/ PLASTIC CAP OR TAG LS 15402
- FOUND 5/8" REBAR W/ ALUMINUM CAP LS 16165
- FOUND 5/8" REBAR W/ TAG LS 13573
- FOUND 5/8" REBAR W/ NO ID OR AS NOTED
- FOUND 1/2" REBAR W/ PLASTIC CAP 47854
- FOUND 1/2" REBAR W/ NO ID
- SET 1/2" REBAR W/ CAP #37930
- CALCULATED POINT, NOTHING FOUND OR SET
- OVERALL BOUNDARY LINE
- INTERIOR PARCEL LINE
- EASEMENT LINE
- EASEMENT CENTERLINE
- ORIGINAL PARCEL LINE
- 100 YEAR FLOOD BOUNDARY

PURPOSE OF AMENDMENTS:
1. REMOVE TRACTS A, B, AND C FROM THE SUBDIVISION.
2. REMOVE THE PEDESTRIAN/EQUESTRIAN ACCESS EASEMENTS FROM LOTS 9, 10, 26, AND 27.
3. ELIMINATE TRACT D AND HAVE THE PROPERTY ABSORBED INTO THE NORTHERLY SIDE OF LOTS 37, 38, 43, AND 44 AS SHOWN ON PLAT. THE PORTION OF TRACT D BEING WESTERLY OF LOT 44 WILL BE ABSORBED INTO PARCEL 205-24-0010.
4. CHANGE THE WATERLINE EASEMENT BETWEEN LOTS 36 AND 37 INTO A DRAINAGE EASEMENT. ELIMINATE DRAINAGE EASEMENT RUNNING EAST TO WEST ACROSS LOT 36.
5. CHANGE SIZES OF LOTS 35 AND 36 BY MOVING PROPERTY LINE BETWEEN THEM TO THE SOUTH.
6. CREATE A PRIVATE INGRESS/EGRESS AND UTILITY EASEMENT ALONG THE SOUTH 24' OF LOT 35.
7. ELIMINATE TRACT E AND ABSORB AREA INTO ADJACENT LOT 31 AS SHOWN ON PLAT.
8. CREATE TRACT F TO QUANTIFY THE ROADWAYS WITHIN THE SUBDIVISION AND FURTHER DELINEATE THE PUBLIC INGRESS/EGRESS AND PUBLIC UTILITY RIGHT OF WAY DEDICATED TO THE PUBLIC IN THE ORIGINAL PLAT.

NOTES:
1) COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THIS SUBDIVISION ARE RECORDED IN BOOK 826, PAGE 622.
2) THIS SUBDIVISION IS ZONED "SPECIAL DEVELOPMENT" AS APPROVED BY THE NAVAJO COUNTY BOARD OF SUPERVISORS ON JANUARY 2, 1995
3) BASE FLOOD ELEVATIONS THROUGH THE AREA OF LOTS 43 AND 44 ARE PUBLISHED IN FEMA FLOOD MAP NO. 0401C0461F. BASE FLOOD ELEVATIONS ARE NOT PUBLISHED THROUGH THE AREA OF LOTS 36, 37, AND 38. MINIMUM FINISH FLOOR ELEVATIONS FOR LOTS 36, 37, AND 38 ARE SHOWN TO BE 3.5 FEET HIGHER IN ELEVATION THAN IN THE PREVIOUS PLAT, SIMILAR TO LOT 43. THE MINIMUM FINISH FLOOR ELEVATION FOR LOTS IN THIS SUBDIVISION MAY BE ADJUSTED BASED ON THE LOCATIONS OF PROPOSED HOMES THROUGH THE ELEVATION CERTIFICATE PRODESS WITH THE COUNTY.

▲ BENCHMARK:
U.S.G.S. BRASSCAP "V-140" IN CONCRETE POST LOCATED 131 FEET NORTH OF THE SOUTHWEST CORNER OF APN 205-44-048A, DATED 1935.
ELEVATION = 6423.87, NAVD 1988

NUMBER OF LOTS - 48
MINIMUM LOT SIZE - 0.43 ACRES
MAXIMUM LOT SIZE - 2.45 ACRES
AVERAGE LOT SIZE - 0.76 ACRES
TRACT F SIZE - 9.77 ACRES
SUBDIVISION SIZE - 39.90 ACRES

MINIMUM FINISH FLOOR ELEVATIONS	
LOT 36	6380.0
LOT 37	6393.5
LOT 38	6395.0
LOT 43	6397.0
LOT 44	6401.2

LEGAL DESCRIPTION:
A PORTION OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 20 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, NAVAJO COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A B.L.M. BRASS CAP MARKING THE NE-1/16 CORNER OF SAID SECTION;
THENCE SOUTH 89°32'05" WEST, A DISTANCE OF 1264.14 FEET TO **THE POINT OF BEGINNING**;
THENCE CONTINUING SOUTH 89°32'05" WEST, A DISTANCE OF 86.52 FEET TO A B.L.M. BRASS CAP MARKING THE C-N-1/16 CORNER OF SAID SECTION;
THENCE SOUTH 01°09'03" EAST, A DISTANCE OF 1307.60 FEET TO A B.L.M. BRASS CAP MARKING THE CENTER-QUARTER CORNER OF SAID SECTION;
THENCE NORTH 89°48'37" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST-QUARTER OF SAID SECTION, A DISTANCE OF 668.94 FEET, TO A B.L.M. BRASS CAP MARKING THE C-W-1/16 CORNER OF SAID SECTION;
THENCE SOUTH 89°24'07" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 117.06 FEET;
THENCE NORTH 01°00'55" WEST, A DISTANCE OF 1009.51 FEET;
THENCE SOUTH 89°03'00" WEST, A DISTANCE OF 350.52 FEET;
THENCE NORTH 00°15'45" WEST, A DISTANCE OF 228.53 FEET TO A POINT LYING ON A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 600.00 FEET;
THENCE NORTHWESTERLY 133.69 FEET, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 12°45'56", HAVING A CHORD BEARING NORTH 69°13'24" WEST, 133.41 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 540.00 FEET;
THENCE NORTHWESTERLY 256.45 FEET, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 27°25'21", HAVING A CHORD BEARING NORTH 76°33'04" WEST, 255.99 FEET;
THENCE SOUTH 89°44'15" WEST, A DISTANCE OF 130.00 FEET TO A POINT LYING ON THE EAST RIGHT-OF-WAY OF PINEDALE ROAD;
THENCE NORTH 00°15'45" WEST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 60.00 FEET;
THENCE NORTH 89°44'15" EAST, A DISTANCE OF 130.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 600.00 FEET;
THENCE SOUTHEASTERLY 287.17 FEET, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 27°25'21", HAVING A CHORD BEARING SOUTH 76°33'04" EAST, 284.44 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 540.00 FEET;
THENCE SOUTHEASTERLY 256.45 FEET, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 27°25'21", HAVING A CHORD BEARING SOUTH 76°33'04" EAST, 255.99 FEET;
THENCE NORTH 89°44'15" EAST, A DISTANCE OF 52.57 FEET;
THENCE NORTH 00°06'39" WEST, A DISTANCE OF 460.21 FEET;
THENCE NORTH 00°22'06" WEST, A DISTANCE OF 182.60 FEET;
THENCE NORTH 89°37'57" EAST, A DISTANCE OF 165.00 FEET;
THENCE SOUTH 52°53'29" EAST, A DISTANCE OF 189.01 FEET;
THENCE NORTH 89°37'57" EAST, A DISTANCE OF 110.00 FEET;
THENCE NORTH 46°36'27" EAST, A DISTANCE OF 205.18 FEET;
THENCE NORTH 89°37'57" EAST, A DISTANCE OF 105.00 FEET;
THENCE SOUTH 71°09'17" EAST, A DISTANCE OF 349.46 FEET;
THENCE SOUTH 00°22'03" EAST, A DISTANCE OF 525.33 FEET TO **THE POINT OF BEGINNING**.
CONTAINING 39.90 ACRES, MORE OR LESS.
RESERVING, SUBJECT TO, AND TOGETHER WITH ALL EASEMENTS OF RECORD.

APPROVALS:
Approved by the Board of Supervisors of Navajo County this ____ day of _____, 2024
By: _____ Chairman
Attest: _____ Clerk
Approved by the Navajo County Engineer
_____ Navajo County Engineer _____ Date

SURVEYOR'S CERTIFICATION:
I CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECT SUPERVISION AND THAT ALL THE INFORMATION SHOWN ON THIS MAP IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
D. ALLEN FOSTER, RLS 37930 Expires 9-30-2026

BASIS OF BEARING:
EAST LINE OF SUBDIVISION BETWEEN LOTS 27 AND 34, HAVING A BEARING OF N01°09'03"W

DATA SOURCE:
1) FINAL PLAT OF COBBLECREEK SUBDIVISION BOOK 16 PLATS, PAGES 30-31, NCRO

PAINTED SKY Engineering & Survey, LLC
1774 N. Main Street, Show Low, AZ 85901
www.paintedskyaz.com Phone: 928.537.2193

LESTER PEARCE
AMENDED FINAL PLAT
COBBLECREEK SUBDIVISION
A SUBDIVISION OF A PORTION OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 20 EAST GILA & SALT RIVER MERIDIAN
NAVAJO COUNTY, ARIZONA

Project No.:
Designed By:
Drawn By: JO
Checked By: DAF

SHEET 1 - 1

RECOMMENDATION

Planning and Development Services Staff recommend approval of this Final Plat Amendment.

Board of Supervisors Regular **9. b.**

Meeting Date: 09/24/2024

Title: SUP 24-006 SBA White Antelope Wireless Communication Facility, District III

Submitted By: Tyler Richards, Planner I

Department: Planning & Development Services

Presented By: Tyler Richards

Motion before the Board:

PUBLIC HEARING: Consideration and possible adoption of **Resolution Number 40-2024,** approving/denying a request by SBA Communications for a Special Use Permit to allow for the construction and operation of a 120' multi-carrier, monopole communication tower and associated facilities, located east of Snowflake.

Background:

APN#: 303-93-003, T13N, R22E, S01 of the GSRM. Owner: Willis Ranch LLC. Agent: Reg Destree.

Historically, the subject property and neighboring properties have been utilized for grazing purposes.

This proposal would allow for one (1) 120' monopole wireless communication tower and associated facilities on a 51.16-acre parcel. This tower will be located at least 191' away from all property lines on APN# 303-93-003. The tower and all associated equipment will be in a 100'x100' area, surrounded by an 8' high chain link fence, with associated utility and access easements. The proposal would be an appropriate usage within the Navajo County Zoning Ordinance, if approved for a Special Use Permit.

Recommendation:

Navajo County Planning and Development Services, as well as the Navajo County Planning and Zoning Commission, recommend approval of the Special Use Permit, subject to the conditions listed in the Staff Report.

Attachments

Staff Report

Presentation

Application and Site Plan

Reso. Approval

Reso. Deny

Form Review

Inbox	Reviewed By	Date
Brandt Clark	Brandt Clark	09/16/2024 08:06 AM

Form Started By: Tyler Richards Started On: 09/10/2024 09:50 AM

Final Approval Date: 09/16/2024

NAVAJO COUNTY PLANNING & DEVELOPMENT
DEPARTMENT

STAFF REPORT

BOARD OF SUPERVISORS

Hearing Date: **September 24th, 2024**

Case No: **SUP 24-006**

Action: **Special Use Permit**

Applicant/Owner: **SBA Communications/Willis Ranch LLC**

Project Name: **SBA WHITE ANTELOPE WIRELESS COMMUNICATION FACILITY**

EXECUTIVE SUMMARY

Recommendation: Staff recommends approval of the Special Use Permit, subject to the conditions of this Staff Report. The Navajo County Planning and Zoning Commission recommends approval of the Staff Report, subject to the conditions of this Staff Report.

Location: The property is located east of Snowflake, on APN# 303-93-003.

Size: One (1) parcel totaling 51.16 acres.

Supervisor District: III.

Zoning: Commercial-Residential (C-R).

Property Owners: Willis Ranch LLC.

Applicant: SBA Communications.

Representative: Reg Destree.

REQUEST DESCRIPTION:

Consideration of a request by SBA Communications for a Special Use Permit to allow for the construction and operation of a 120' multi-carrier, monopole communication tower and associated facilities, located east of Snowflake. **APN#:** 303-93-003, T13N, R22E, S01 of the GSRM. **Owner:** Willis Ranch LLC. **Agent:** Reg Destree.

GENERAL CHARACTER OF NEIGHBORHOOD:

The subject property is located east of Snowflake. Adjoining this property to the south is the E. Concho Highway. To the west and the north of this property is State Land. To the east and south of this property

are other vacant, Commercial-Residential (C-R) zoned properties.

BACKGROUND/HISTORY:

Historically, the subject property and neighboring properties have been utilized for grazing purposes.

This proposal would allow for one (1) 120' monopole wireless communication tower and associated facilities on a 51.16-acre parcel. The proposal would be an appropriate usage within the Navajo County Zoning Ordinance, if approved for a Special Use Permit.

PROJECT DESCRIPTION:

The proposed project is a 120' monopole wireless communication tower and its associated facilities. This tower will be located at least 191' away from all property lines on APN# 303-93-003. The tower and all associated equipment will be in a 100'x100' area, surrounded by an 8' high chain link fence, with associated utility and access easements.

ZONING DISTRICT:

ARTICLE 15 – (C-R) – COMMERCIAL-RESIDENTIAL ZONING DISTRICT

Section 1501 – Purpose

The principal purpose of this zoning district is to provide for shops and services in convenient locations to meet the daily needs of families in the immediate residential neighborhoods and wholesaling or distribution activities in locations where there is adequate access to major streets or highways. Principal uses permitted in this zoning district include retail and wholesale commerce, commercial entertainment, and some uses of a light manufacturing nature.

ZONING ORDINANCE:

Article 20 – Special Uses and Planned Unit Developments

Section 2001 – Special Uses

> The Board of Supervisors may permit as a Special Use the following uses in zoning districts from which they are otherwise prohibited by this Ordinance, unless any such use is further prohibited by this Article.
>
> > 34. Television, wireless towers, and radio transmitter towers and stations, subject to approval by Federal Regulatory Agencies.

Article 25 – General Provisions

Section 2521 – Wireless Communication Facilities

> The purpose of this Section is to establish rules and regulations for the siting of wireless

communication facilities. The goals of this Section are to provide for the development of wireless communication services County-wide by:

1. Considering public safety, health, and welfare.

2. Considering impact on adjacent properties.

3. Encouraging configuration which minimizes additional visual impact through proper siting, design, landscape, and camouflage techniques.

COMPREHENSIVE PLAN/AREA PLAN:

Comprehensive Plan

Land Use Element

Goal 6: **Maintain compatible land use patterns while encouraging free market development.**

Policy 6-B: Consider, if needed, providing for buffers between different land uses including, but not limited to, setbacks, walls or fences, and landscaping.

- The applicant has indicated they will set back their wireless communication tower a minimum of 191' from all property lines, which exceeds the requirements of the Navajo County Zoning Ordinance for facilities located on parcels that are not residentially designated. Additionally, the applicant has indicated they will construct an 8ft. chain link fence, acting as a buffer between the proposed tower and adjacent properties.

Goal 9: **Actively plan to accommodate growth in Navajo County in an appropriate manner.**

Policy 9-F: Encourage development/installation of technology improvements including, but not limited to, high speed Internet lines and other communications improvements in Navajo County.

- The applicant is proposing the addition of this wireless communication tower and associated facilities to improve rural broadband and overall connectivity.

Analysis:

The proposed special use meets all relevant goals and policies of the Navajo County Zoning Ordinance and the Navajo County Comprehensive Plan as described above. This project, and its submittal, meet all requirements of Section 2521 of the Navajo County Zoning Ordinance, which regulates wireless communication facilities.

Planning and Development Services Staff have received 14 public comments in opposition of this project as of September 10th, 2024.

FINDINGS OF FACT:

1. The item has been properly noticed and posted in compliance with Arizona Revised Statutes

and Article 29.

This item was posted in the September 4th, 2024, edition of the Holbrook Tribune. Postcards were mailed to neighbors within 300 feet of the property. The property was posted with public hearing notices, in accordance with the Navajo County Zoning Ordinance and Arizona Revised Statutes.

2. **The proposal is in compliance with the Comprehensive Plan.**

   The proposed project meets all applicable goals within Navajo County's Comprehensive Plan, as noted within this report.

3. **The proposed use is compatible with the permissible uses in the zoning district in which the property is located.**

   The proposed use is compatible with permissible uses within the Commercial-Residential zoning district.

4. **The proposed use is compatible with the current and likely future uses of properties in the vicinity of the proposed use.**

   The proposed use has been determined to be compatible with current and likely future uses per the Navajo County Zoning Ordinance.

5. **The proposed use will have minimal adverse effects on the public health, safety, and general welfare of properties in the vicinity of the proposed use.**

   Given the nature of the property and the zoning in the area, there should be minimal adverse effects on the public health, safety, and general welfare of properties in the vicinity of the proposed use.

PUBLIC WORKS AND OTHER COUNTY DEPARTMENTS' COMMENTS:

COUNTY ATTORNEY:
Initial: B.C. Date:

ENGINEERING AND TRAFFIC:
Initial: W.F. Date:

DRAINAGE & FLOOD CONTROL:
Initial: D.P. Date:

PLANNING AND DEVELOPMENT:
Initial: C.C. Date:

PLANNING AND DEVELOPMENT SERVICES RECOMMENDATION:

Navajo County Planning and Development Services Staff recommend approval of the Special Use Permit, subject to the following conditions. The Navajo County Planning and Zoning Commission recommends approval of the Special Use Permit, subject to the following conditions:

1. This Special Use Permit shall permit 1 (one) monopole wireless communication tower, not to exceed 120 feet in height, and accessory structures necessary for operation of the tower on the subject property.

2. The applicant shall obtain a Building Permit from Navajo County for such tower and facilities prior to commencing construction.

3. The applicant shall meet all State and Federal requirements concerning communication towers prior to any building permits being issued.

4. The tower shall be constructed as a monopole, as indicated in the supplied plans. The owner of the tower shall maintain the tower, antennae as necessary.

5. A fence of material acceptable to the Planning and Development Services Director shall be constructed to enclose the base of the tower and necessary accessory structures.

6. A Geotechnical Report for the Access Easement shall be submitted and approved.

7. The permitted Special Use shall be allowed to occur per the attached/approved site plan. Any expansion or change of the Special Use shall require an amendment to this permit.

8. If the permitted Special Use is not utilized within a twelve (12) month period, from the date of Board approval, this permit shall become null and void.

9. Should the operator decide to abandon the use of the tower, they shall notify Navajo County Planning and Development Services that the tower is no longer being utilized.

10. If the tower is no longer being utilized, the property owner shall cause, at their expense, the removal of all components of this tower within a 90-day period.

11. The owner shall provide reasonable cooperation to other public and private users who may be interested in collocation on this tower and shall consider such collocation upon commercially reasonable terms, unless such collocation is not technically feasible.

12. This Special Use Permit shall be personal to the permittee and applicable only to the specific use and to the specific property for which it is issued. Upon completion and final inspection by the Planning and Development Services Director (or designee) of any authorized structures, signifying that all zoning and site development requirements imposed in connection with the permit have been satisfied, the Special Use Permit shall thereafter be transferable and shall run with the land, whereupon the maintenance of special conditions imposed by the permit, as well as the compliance with other provisions of this title, shall be the responsibility of the property owner.

13. This Special Use Permit and the subject site shall be reviewed and inspected by Planning and Development Staff on the fifth (5^{th}) anniversary of Board of Supervisors approval and every five (5) years thereafter to ensure the site is being utilized as approved and is in compliance with all conditions contained herein. If the subject site is found to be out of compliance with these conditions, this Special Use Permit and its privileges may be revoked.

NAVAJO COUNTY

BOARD OF SUPERVISORS

Public Meeting
09-24-2024, 9:00AM

BOARD OF SUPERVISORS AGENDA ITEM

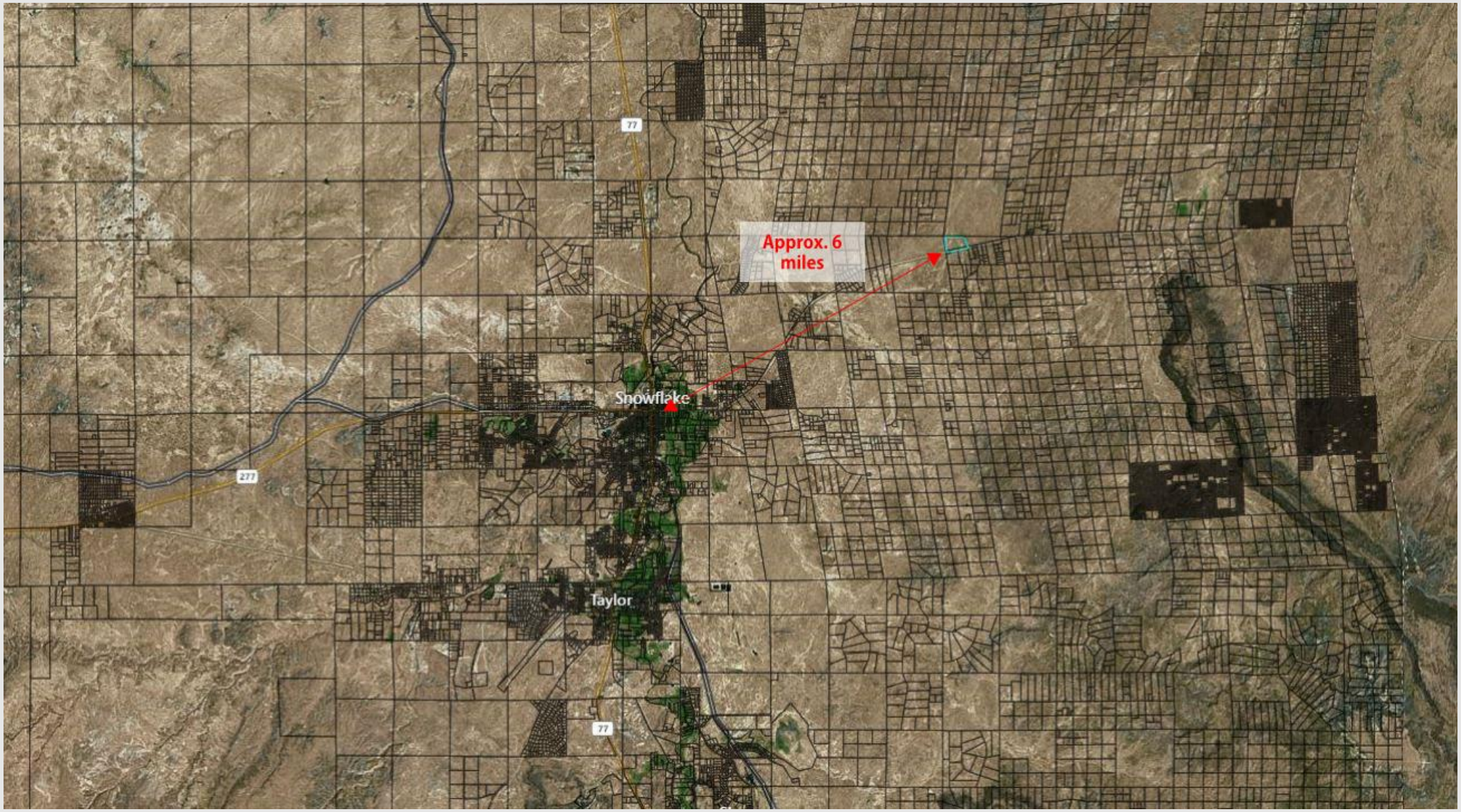
SUP 24-006: WHITE ANTELOPE WIRELESS COMMUNICATION FACILITY

Consideration of a request by SBA Communications for a Special Use Permit to allow for the construction and operation of a 120’ multi-carrier, monopole communication tower and associated facilities, located east of Snowflake. APN#: 303-93-003, T13N, R22E, S01 of the GSRM. Owner: Willis Ranch LLC. Agent: Reg Destree.

PROJECT SUMMARY

- Area – APN # 303-93-003
- Parcel Size – 51.16 acres
- Zoning: Commercial-Residential (C-R)
- Owner: Willis Ranch, LLC
- Project Components
  - One 120’ monopole wireless communication tower and associated facilities
  - Located at least 191’ from all property boundaries
  - Located within 100’x100’ lease area
  - Surrounded by 8’ chain link fence

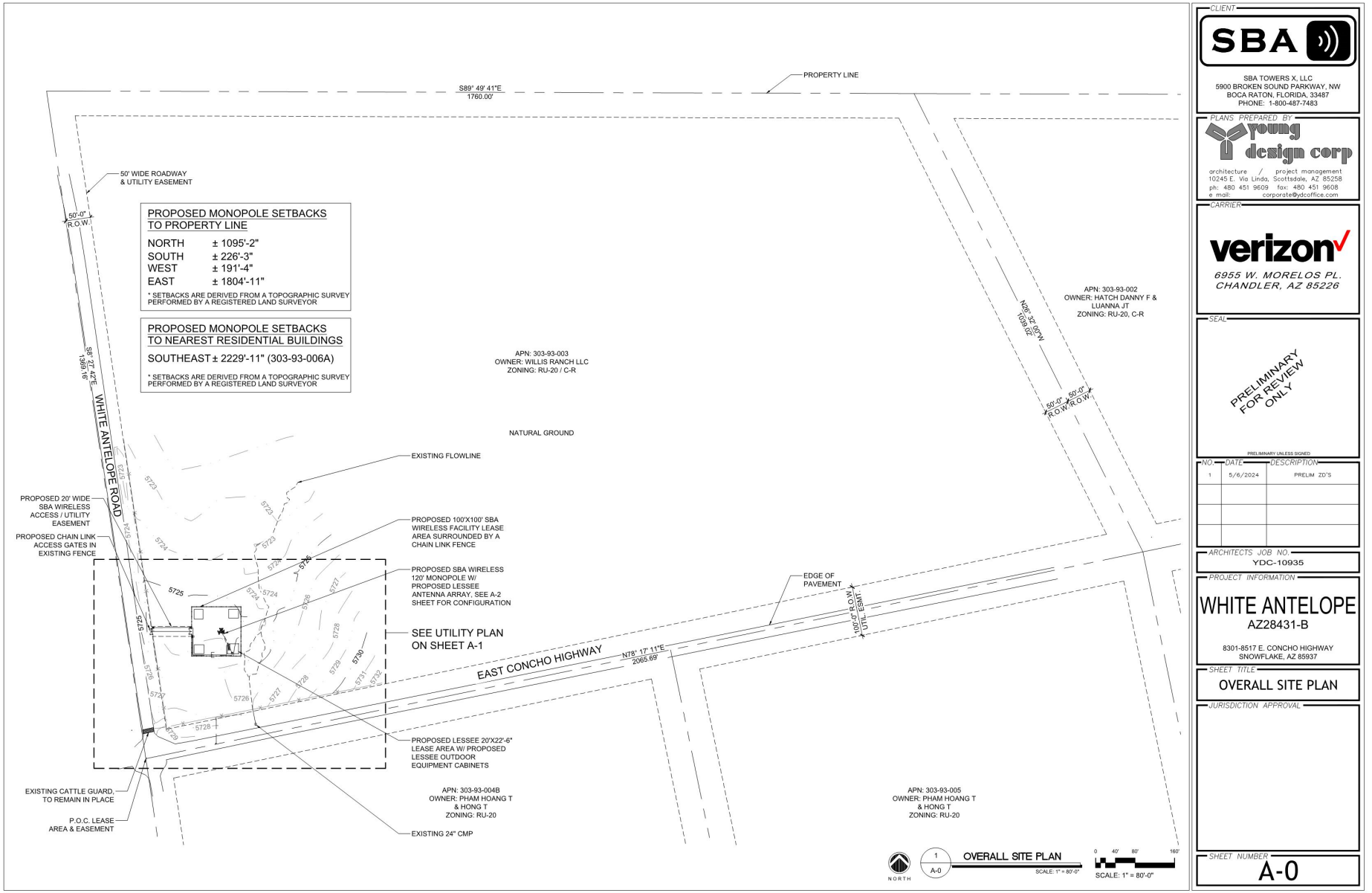
VICINITY MAP



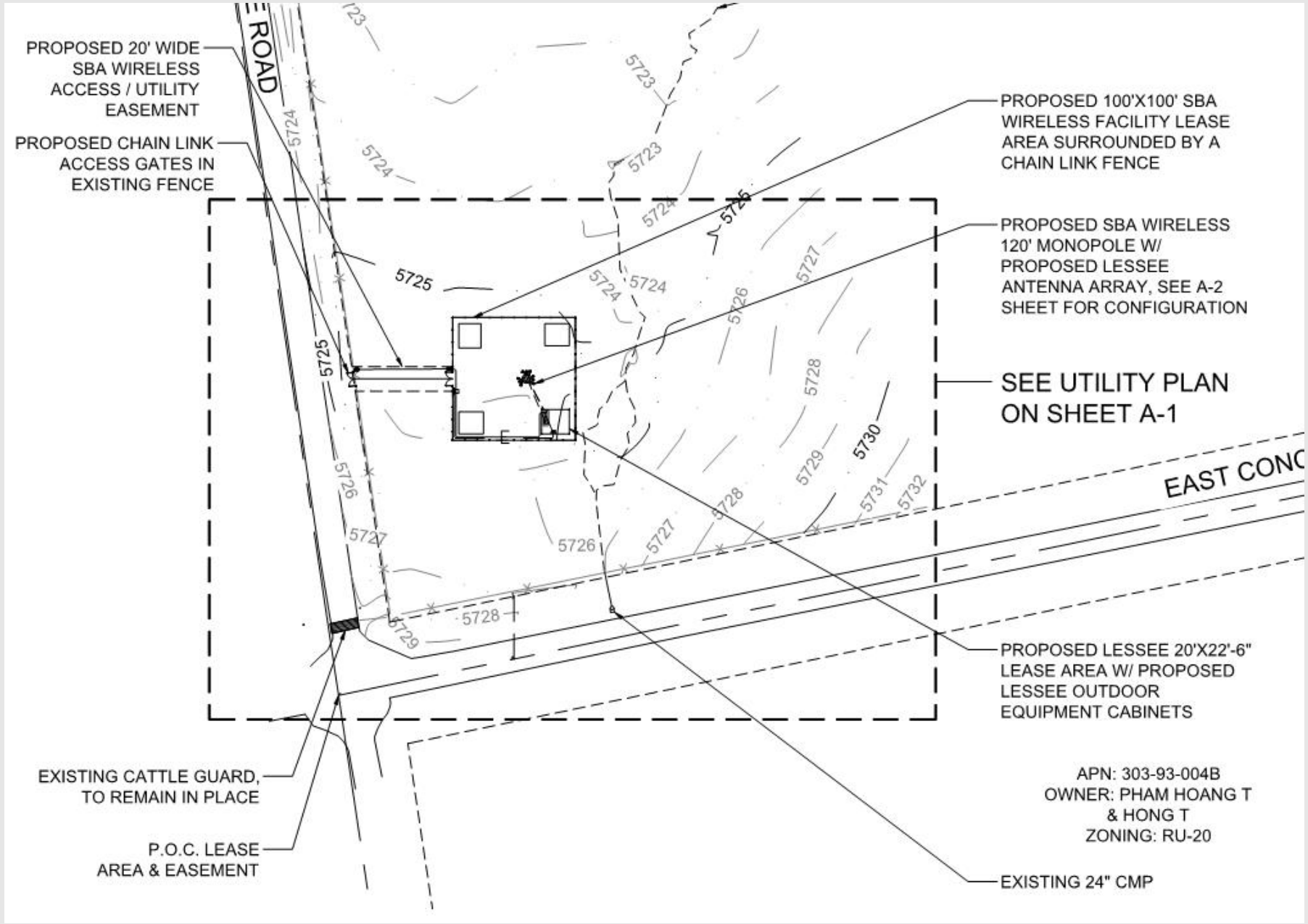
AERIAL

Antelope Dr
Antelope Dr
E Concho Hwy
E Concho Hwy
E Concho Hwy

SITE PLAN


PROPERTY LINE
S89° 49' 41"E
1760.00'
50' WIDE ROADWAY
& UTILITY EASEMENT
50'-0" R.O.W.
PROPOSED MONOPOLE SETBACKS TO PROPERTY LINE
NORTH ± 1095'-2"
SOUTH ± 226'-3"
WEST ± 191'-4"
EAST ± 1804'-11"
* SETBACKS ARE DERIVED FROM A TOPOGRAPHIC SURVEY PERFORMED BY A REGISTERED LAND SURVEYOR
PROPOSED MONOPOLE SETBACKS TO NEAREST RESIDENTIAL BUILDINGS
SOUTHEAST ± 2229'-11" (303-93-006A)
* SETBACKS ARE DERIVED FROM A TOPOGRAPHIC SURVEY PERFORMED BY A REGISTERED LAND SURVEYOR
APN: 303-93-003
OWNER: WILLIS RANCH LLC
ZONING: RU-20 / C-R
APN: 303-93-002
OWNER: HATCH DANNY F & LUANNA JT
ZONING: RU-20, C-R
N26° 22' 07"W
1038.02'
50'-0" R.O.W.
50'-0" R.O.W.
S8° 27' 42"E
1369.16'
WHITE ANTELOPE ROAD
NATURAL GROUND
EXISTING FLOWLINE
PROPOSED 20' WIDE SBA WIRELESS ACCESS / UTILITY EASEMENT
PROPOSED CHAIN LINK ACCESS GATES IN EXISTING FENCE
PROPOSED 100'X100' SBA WIRELESS FACILITY LEASE AREA SURROUNDED BY A CHAIN LINK FENCE
PROPOSED SBA WIRELESS 120' MONOPOLE W/ PROPOSED LESSEE ANTENNA ARRAY, SEE A-2 SHEET FOR CONFIGURATION
SEE UTILITY PLAN ON SHEET A-1
EDGE OF PAVEMENT
100'-0" R.O.W. UTIL. EASEMENT
EAST CONCHO HIGHWAY
N78° 17' 11"E
2065.69'
PROPOSED LESSEE 20'X22'-6" LEASE AREA W/ PROPOSED LESSEE OUTDOOR EQUIPMENT CABINETS
EXISTING CATTLE GUARD, TO REMAIN IN PLACE
P.O.C. LEASE AREA & EASEMENT
APN: 303-93-004B
OWNER: PHAM HOANG T & HONG T
ZONING: RU-20
EXISTING 24" CMP
APN: 303-93-005
OWNER: PHAM HOANG T & HONG T
ZONING: RU-20
NORTH
1 A-0 OVERALL SITE PLAN
SCALE: 1" = 80'-0"
0 40' 80' 160'
SCALE: 1" = 80'-0"
CLIENT
SBA
SBA TOWERS X, LLC
5900 BROKEN SOUND PARKWAY, NW
BOCA RATON, FLORIDA, 33487
PHONE: 1-800-487-7483
PLANS PREPARED BY
young design corp
architecture / project management
10245 E. Via Linda, Scottsdale, AZ 85258
ph: 480 451 9609 fax: 480 451 9608
e mail: corporate@ydcoffice.com
CARRIER
verizon
6955 W. MORELOS PL.
CHANDLER, AZ 85226
SEAL
PRELIMINARY FOR REVIEW ONLY
PRELIMINARY UNLESS SIGNED
NO. DATE DESCRIPTION
1 5/6/2024 PRELIM ZD'S
ARCHITECTS JOB NO.
YDC-10935
PROJECT INFORMATION
WHITE ANTELOPE
AZ28431-B
8301-8517 E. CONCHO HIGHWAY
SNOWFLAKE, AZ 85937
SHEET TITLE
OVERALL SITE PLAN
JURISDICTION APPROVAL
SHEET NUMBER
A-0

SITE PLAN


PROPOSED 20' WIDE SBA WIRELESS ACCESS / UTILITY EASEMENT
PROPOSED CHAIN LINK ACCESS GATES IN EXISTING FENCE
PROPOSED 100'X100' SBA WIRELESS FACILITY LEASE AREA SURROUNDED BY A CHAIN LINK FENCE
PROPOSED SBA WIRELESS 120' MONOPOLE W/ PROPOSED LESSEE ANTENNA ARRAY, SEE A-2 SHEET FOR CONFIGURATION
SEE UTILITY PLAN ON SHEET A-1
PROPOSED LESSEE 20'X22'-6" LEASE AREA W/ PROPOSED LESSEE OUTDOOR EQUIPMENT CABINETS
EXISTING CATTLE GUARD, TO REMAIN IN PLACE
P.O.C. LEASE AREA & EASEMENT
EXISTING 24" CMP
APN: 303-93-004B
OWNER: PHAM HOANG T & HONG T
ZONING: RU-20
EAST CONC
ROAD

ELEVATION

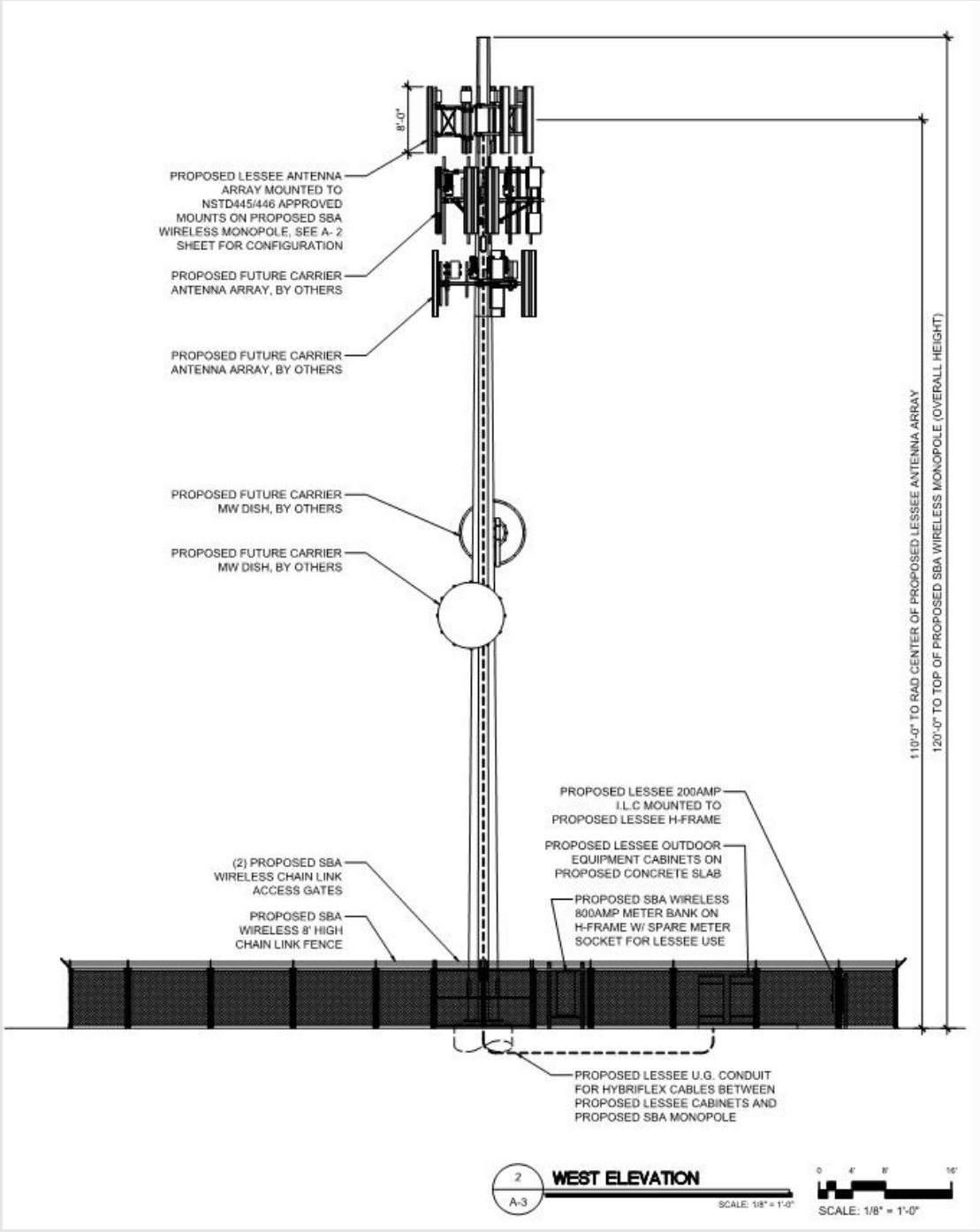

8'-0"
PROPOSED LESSEE ANTENNA ARRAY MOUNTED TO NSTD445/446 APPROVED MOUNTS ON PROPOSED SBA WIRELESS MONOPOLE, SEE A- 2 SHEET FOR CONFIGURATION
PROPOSED FUTURE CARRIER ANTENNA ARRAY, BY OTHERS
PROPOSED FUTURE CARRIER ANTENNA ARRAY, BY OTHERS
PROPOSED FUTURE CARRIER MW DISH, BY OTHERS
PROPOSED FUTURE CARRIER MW DISH, BY OTHERS
110'-0" TO RAD CENTER OF PROPOSED LESSEE ANTENNA ARRAY
120'-0" TO TOP OF PROPOSED SBA WIRELESS MONOPOLE (OVERALL HEIGHT)
PROPOSED LESSEE 200AMP I.L.C MOUNTED TO PROPOSED LESSEE H-FRAME
PROPOSED LESSEE OUTDOOR EQUIPMENT CABINETS ON PROPOSED CONCRETE SLAB
(2) PROPOSED SBA WIRELESS CHAIN LINK ACCESS GATES
PROPOSED SBA WIRELESS 800AMP METER BANK ON H-FRAME W/ SPARE METER SOCKET FOR LESSEE USE
PROPOSED SBA WIRELESS 8' HIGH CHAIN LINK FENCE
PROPOSED LESSEE U.G. CONDUIT FOR HYBRIFLEX CABLES BETWEEN PROPOSED LESSEE CABINETS AND PROPOSED SBA MONOPOLE
2
A-3
WEST ELEVATION
SCALE: 1/8" = 1'-0"
0 4' 8' 16'
SCALE: 1/8" = 1'-0"

PHOTO SIM

PROPOSED VIEW 1

SBA

young design corp
architecture project management

PHOTOSIMULATIONS PROVIDED BY YOUNG DESIGN CORP - 10245 E VIA LINDA #211 - SCOTTSDALE, AZ 85258

RECOMMENDATION

Navajo County Planning and Development Services Staff, as well as the Planning and Zoning Commission, recommend approval of the Special Use Permit for White Antelope Wireless Communication Facility, subject to 13 conditions:

1. SUP shall permit 1 monopole wireless communication tower, not to exceed 120ft in height, and accessory structures.
2. Applicant shall obtain Building Permit for tower and facilities before construction.
3. Applicant shall meet all State and Federal requirements for WCFs.
4. Tower shall be constructed as monopole, maintained by owner of tower.
5. A Fence of acceptable material shall be constructed.
6. A Geotechnical Report shall be submitted and approved.
7. SUP shall be allowed to occur per approved site plan. Any expansion/change of Special Use shall require amendment.
8. SUP to be utilized within 12 months.

NAVAJO COUNTY
PLANNING & DEVELOPMENT SERVICES

Post Office Box 668 - 100 W. Public Works Dr.
Holbrook, Arizona 86025
(928) 524-4100 FAX (928) 524-4122

SPECIAL USE PERMIT APPLICATION

OWNER INFORMATION:

OWNER'S NAME: Willis Ranch, LLC

CONTACT PHONE NO.: 928-243-8788 E-MAIL: willisranch17@gmail.com

MAILING ADDRESS: 205 E. Larson

CITY: Snowflake STATE: AZ ZIP CODE: 85937

AGENT/POINT OF CONTACT INFORMATION:

CONTACT'S NAME: Reg Destree

COMPANY NAME: Destree Development for SBA Communications

CONTACT PHONE NO.: (602) 349-6930 E-MAIL: destreedevelopment@gmail.com

MAILING ADDRESS: 22831 N. 21st St

CITY: Phoenix STATE: AZ ZIP CODE: 85024

SITE & PROPOSAL INFORMATION:

PROJECT NAME: SBA White Antelope

PRESENT USE OF PROPERTY: Grazing Land

PROPOSED USE OF PROPERTY: 120' Multi-carrier wireless monopole within a 100' x 100' chain link compound

LEGAL DESCRIPTION: T 13 N – R 22 E, SECTION 1, ASSESSOR PARCEL NO.: 30393003

SUBDIVISION NAME: Ranch of the White Mountain #8 LOT: 246

RURAL ADDRESS: 8454 E. Concho Hwy, Snowflake, AZ 85937 AREA: 6 miles NE of Snowflake

PARCEL SIZE: 51.16 Ac DATE OF OWNERSHIP: 1/4/22

CURRENT ZONING: (Please check appropriate Zoning Classification)

☐ A-Gen	☐ RU-20	☐ RU-10	☐ RU-5	☐ RU-1	☐ R1-43	☐ R1-10
☐ R-2	☐ R-3	☒ C-R	☐ I-1	☐ I-2	☐ Special Development	

PROPOSED ZONING:

☐ A-Gen	☐ RU-20	☐ RU-10	☐ RU-5	☐ RU-1	☐ R1-43	☐ R1-10
☐ R-2	☐ R-3	☒ C-R	☐ I-1	☐ I-2	☐ Special Development	

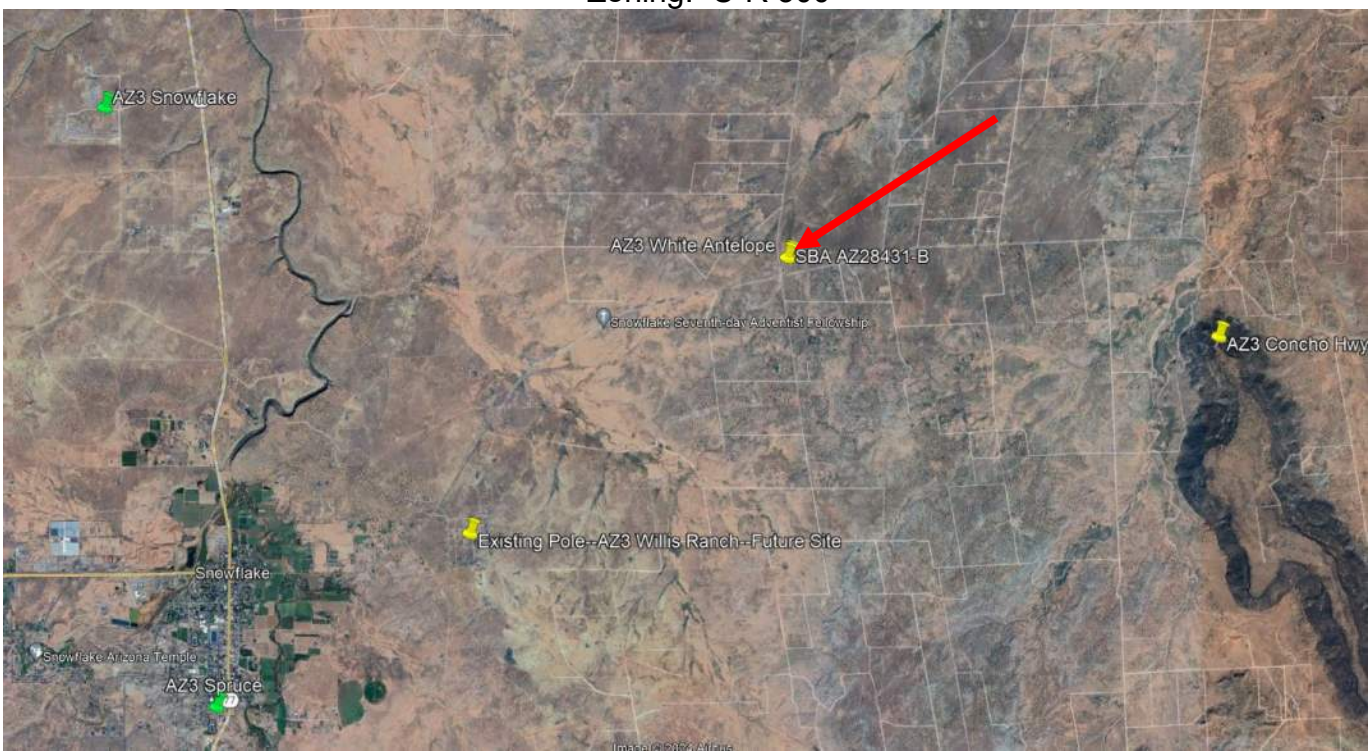
CALCULATED FEE: _____ ($600.00 plus $50 per acre.)

PROJECT NARRATIVE

FOR

SBA AZ28431-B White Antelope
120’ Multi-Carrier Communications Pole

8454 E. Concho Hwy
Snowflake, AZ 85937
APN: 303-93-003
Jurisdiction: Navajo County
Zoning: C-R 300



Green Pins denote existing Verizon sites. Yellow Pins denote sites under development.
Arrow Points to Proposed Site

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

June 28th, 2024

Purpose of Application

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

This proposal is for a new site along Snowflake-Concho Highway about 6 miles northeast of Snowflake. This site is meant to work in conjunction with the existing sites to the north of Snowflake, in Snowflake and sites under development by others east and southwest along Snowflake-Concho Highway. This is part of an overall plan to cover the entirety of the road from Snowflake to Concho.

This site is meant to ensure good in-building coverage for the homes in this area as well as offer coverage north along Antelope and east and southwest along Snowflake-Concho Highway.

While the anchor tenant will be Verizon Wireless, the structure is being developed to handle additional carriers if they choose to use it in the future. There are three other carriers operating in this market. There are currently towers 4 miles east and 4 miles southwest from this site and it is likely tenants on those towers would be future tenants on this site as they densify their networks.

The primary focus for coverage and capacity was in more densely populated areas and along major thoroughfares within the last 5-10 years. As areas such as this have become more populated and technologies have advanced, it is becoming necessary to build additional structures to accommodate coverage for residents, visitors and travelers in these areas. This area is becoming more populated and the road takes fairly heavy traffic. This site is almost exclusively a coverage site but will offer residents an excellent opportunity for high-capacity data at their homes.

A before and after coverage map has been included with this submittal to demonstrate the anticipated coverage improvements for Verizon Wireless. Verizon's plan consists of a site up on the ridgeline to the east, which was previously approved by the County, continued use of the site in Snowflake, and the site just north of town and future collocation on the monopole about 4 miles southwest of here, as capacity infill is needed.

SBA is requesting a Special Use Permit for a 120' tall multi-carrier wireless monopole within a 100' x 100' compound. There will be ground equipment within the compound. Access will come from White Antelope Road and power and fiber are also expected to come from the road.

Site Description

The subject parcel is over 50 acres with White Antelope Road along its western edge and Snowflake-Concho Hwy along its south. This parcel is owned by Willis Ranch and used for cattle grazing. The southern 300 feet of the property (along the Highway) is zoned C-R 300. This proposed site is within that area.

The compound is in the southwest corner of the parcel. The compound is set back to ensure the pole meets at least a 1:1 setback from property lines. There are no homes directly abutting this parcel and the nearest homes to this proposed location are about 2,200' to the east and southeast on the other side of Snowflake-Concho Highway.

This location on this parcel offers good access, availability of utilities and year-round access from maintained roads while maintaining a good separation from current rural residential uses and being very well situated to meet the carrier's coverage objectives.

Site History

Verizon Wireless has been working on providing coverage in Navajo County for many years. That often involves a few new sites each year. Now that 5G is being deployed to provide rural broadband coverage throughout much of Navajo County, Verizon has a need for several sites within the next year or two. Verizon approached several tower developers about different sites throughout the County. SBA is one of the two main tower developers and currently is looking at this site. The location in question is a targeted location requested by Verizon. As mentioned above it is equidistant to the two nearest sites and likely will be used by other carriers in the future as they further develop their networks.

The original proposed location by the carrier was actually just south of Snowflake-Concho Highway about 500'. That area is similar grazing land but that side of the highway is more developed with homes than the north side of the highway. Due to this we looked mainly on the north side of the highway. In an attempt to tie in with the commercial corridor we looked to stay fairly close to the road. We did check to make sure there was no County land in the area of this site as that would have become our target. The only governmentally-owned land we came across was AZ State Land. The private land being proposed is far more viable than State Land which is used for grazing and not allotted for Leasing.

This location was chosen and a Lease agreement was entered into with the landowners. The candidate was submitted to the carrier and they have approved this location. That was not surprising given the proximity to their original search location.

Description of Proposal

The proposed site development includes placement of panel antennas on a new 120' monopole. The panel antennas are used for coverage to communicate with phones and other devices. The 120' is meant to provide a site which meets the needs of Verizon but does leave additional space for at least two additional carriers to collocate in the future. Verizon's antennas are proposed at 110' on the pole to maximize integration with the two nearest existing sites as well as the site under development 4 miles to the east. The pole will be structurally capable of handling additional carriers and there is sufficient space in the compound for ground equipment for those carriers.

The proposed location is not centered in the parcel as we were looking to stay within the commercial corridor along the Highway. The pole is more than 1:1 from all property lines and the parcel is surrounded by grazing land to the north and east. The land is bordered by Snowflake-Concho Highway to the south with undeveloped land beyond that. The region's mailboxes are just to the west on White Antelope road with grazing land to the west beyond that. The closest home is 2,200' east of the site.

The 100' x 100' compound is located in the southwest portion of the property. The pole is a bit offset to the east in the compound to maximize setbacks. The pole exceeds a 1:1 setback from all property lines.

The Verizon radio equipment will be on a small outdoor platform or pad. The site will likely have an emergency back-up generator. The site has commercial power which will come from the existing power poles which cross White Antelope Road about 2,000' south of Snowflake-Concho Highway. It appears that fiber backhaul is available as well along the south side of the road.

The site will take about 60-90 days to construct, and once complete, will be visited approximately once per month for maintenance. This development is unoccupied and does not involve water or sewer.

There will not be any changes to existing watercourses or an impact on off-site discharge of rainwater. We've located the site to ensure it stays out of a drainage area on this property.

Citizen Participation Plan

As part of our overall development plan, we hosted a neighborhood meeting on site on the evening of June 13th from 5PM to 7PM.

Notice was sent to all property owners within 300' of the property and I also sent a copy of the letter to staff. I did not receive any feedback prior to the meeting. I had a few visitors at the meeting and they were all curious passers-by as this intersection is pretty busy and has the mailboxes for the area.

There were four people to whom I spoke. Three of them actually signed the sign-in sheet as they wanted to voice their support for improved coverage in the area. They were not neighbors that are directly adjacent but one did point to his house which was to the NW about a mile. The fourth person was in support but didn't sign the form.

If any feedback is received from the 10 notices I sent out I will let staff know. No feedback has been received as of the date of this Narrative.

Conclusion

This type of facility requires a Special Use Permit in Navajo County. This proposal meets the letter and intent of the Ordinance, including the recently adopted language. SBA is requesting a Special Use Permit. This site will benefit ranchers, residents, visitors and travelers in this area.

OWNER'S AFFIDAVIT:

I, (print name) LAMAR WILLIS, for WILLIS RANCH, LLC, being duly sworn, depose and say that I am an owner of the property involved in this application and that the information herewith submitted is true and correct to the best of my knowledge.

Lamar Willis
Owner's Signature

STATE OF ARIZONA)
) SS
COUNTY OF Navajo)

Sworn and subscribed before me on this 28th Day of June, 20 24

Matthew R Boone
Notary Public

MATTHEW R BOONE
Notary Public - Arizona
Navajo County
Commission # 591095
My Comm. Expires Oct 28, 2024

Oct 28, 2024
My Commission Expires

FOR STAFF USE ONLY:

ACCEPTED BY: _____ DATE: _____

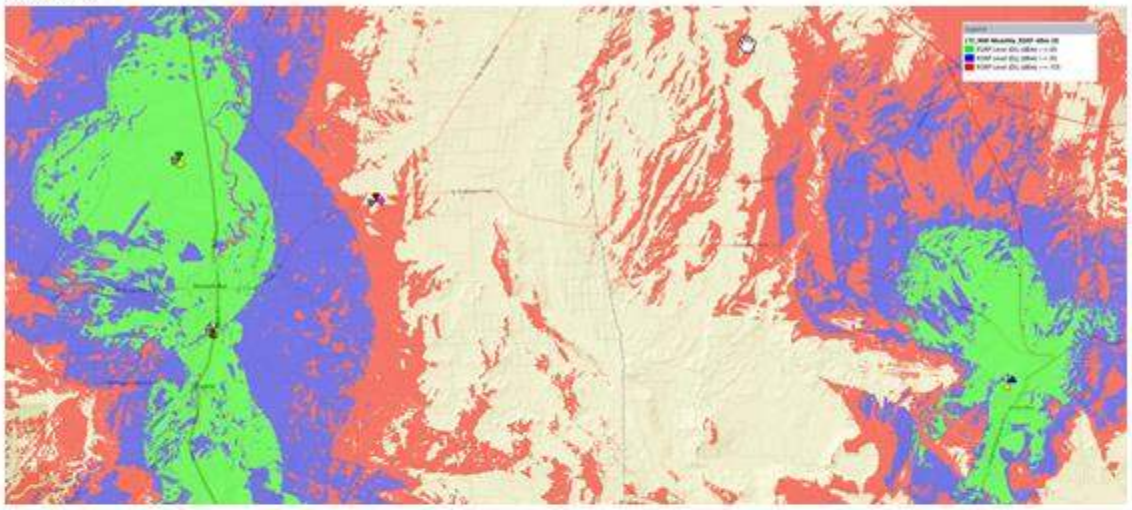
SUBMITTAL APPROVED: _____ DATE: _____

CASE NO.: SUP_____ ACTION: ☐ GRANT ☐ DENY ☐ WITHDRAWN

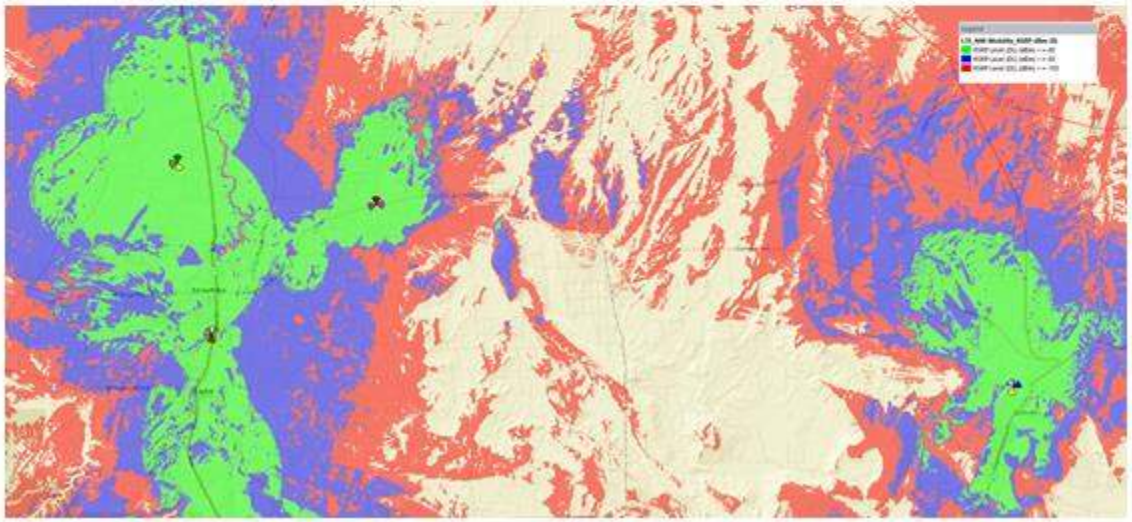
NOTES / STIPULATIONS: _____

AZ28431-B - White Antelope - Coverage Maps

Before



After



verizon

May 17, 2024
Navajo County
Planning and Development Services
100 Public Works Drive
Holbrook, AZ 86025

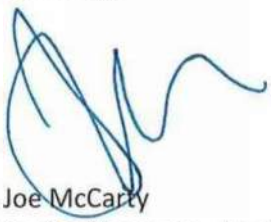
To whom it may concern,

This proposed Verizon tower, AZ3 White Antelope, is needed to improve wireless coverage and capacity in nearby communities and roadways. Due to the natural and man-made obstacles in this area, a minimum height of 125' is required for the RF signal to overcome those challenges.

Coverage is the need to expand wireless service into an area that either has no service or bad service. The request for service often comes from customers or emergency personnel. Expansion of service could mean improving the signal levels in a large apartment complex or new residential community. It could also mean providing new service along a newly built highway.

Capacity is the need for more wireless resources. Cell sites have a limited amount of resources to handle voice calls, data connections, and data volume. When these limits are reached, user experience quickly degrades. This could mean customers may no longer be able to make/receive calls nor be able to browse the internet. It could also mean that webpages will be very slow to download.

Sincerely,



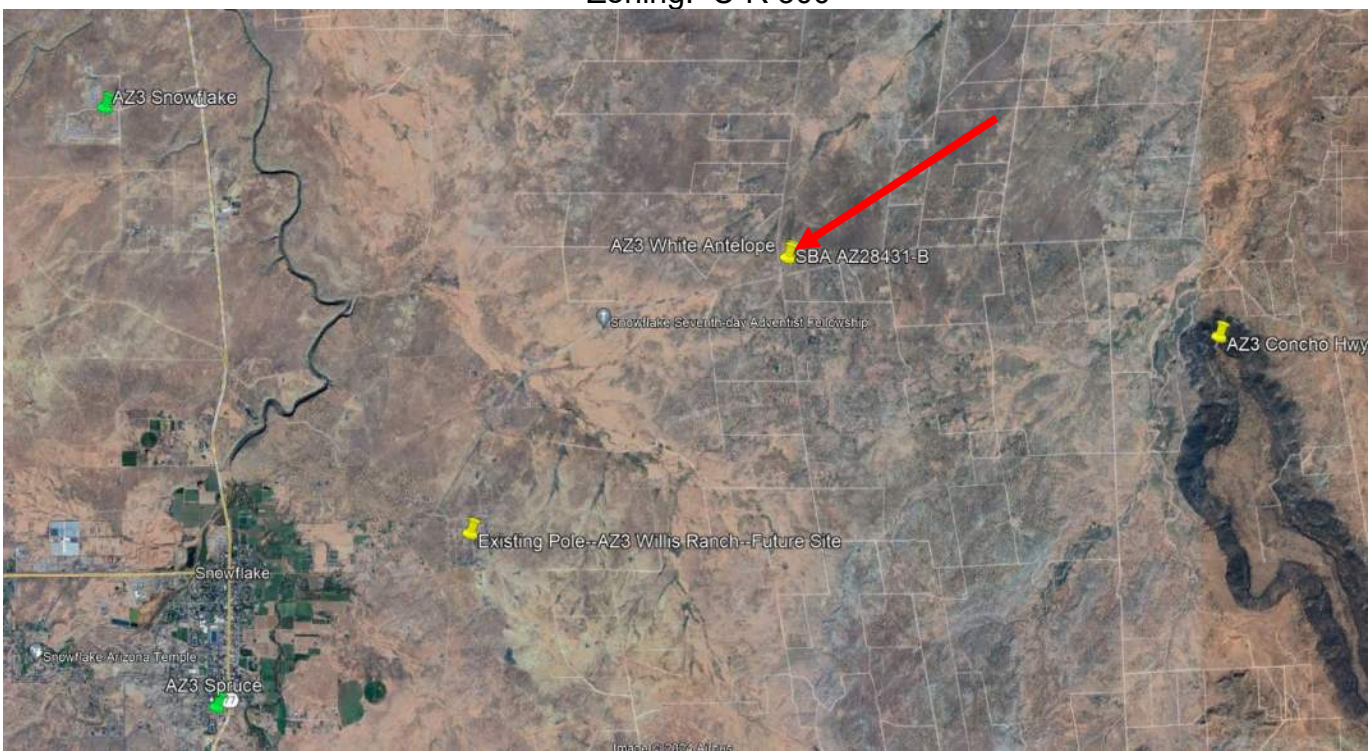
Joe McCarty
Senior Manager – Real Estate
Verizon - Southwest Network Engineering
6955 W Morelos Place
Chandler, AZ 85226

Neighborhood Meeting Notice—6/13 5:00-7:00PM on-site—Northeast Corner White Antelope Rd/Snowflake-Concho Hwy

FOR

SBA AZ28431-B White Antelope
120’ Multi-Carrier Communications Pole

8454 E. Concho Hwy
Snowflake, AZ 85937
APN: 303-93-003
Jurisdiction: Navajo County
Zoning: C-R 300



Green Pins denote existing Verizon sites. Yellow Pins denote sites under development.
Arrow Points to Proposed Site

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

May 15th, 2024

Purpose of Notice

SBA Communications is proposing to place a new 120' multi-carrier Wireless Facility (Monopole) on the property at 8454 E. Concho Highway. As part of the Citizen Participation process I will be holding a neighborhood meeting on site on June 13th from 5:00-7:00PM.

You are receiving this notice as you own property with a property line within 300' of the 50 acre subject parcel at 8454 E. Concho Highway.

If you are unable to attend but would like further information, feel free to reach out to me with any questions or comments.

Purpose of Application

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

This proposal is for a new site along Snowflake-Concho Highway about 6 miles northeast of Snowflake. This site is meant to work in conjunction with the existing sites to the north of Snowflake, in Snowflake and sites under development by others east and southwest along Snowflake-Concho Highway. This is part of an overall plan to cover the entirety of the road from Snowflake to Concho.

This site is meant to ensure good in-building coverage for the homes in this area as well as offer coverage north along Antelope and east and southwest along Snowflake-Concho Highway.

While the anchor tenant will be Verizon Wireless, the structure is being developed to handle additional carriers if they choose to use it in the future. There 3 other carriers active in this market. There are currently towers 4 miles east and 4 miles southwest from this site and it is likely tenants on those towers would be future tenants on this site as they densify their networks.

The primary focus for coverage and capacity was in more densely populated areas and along major thoroughfares within the last 5-10 years. As areas such as this have become more populated and technologies have advanced, it is becoming necessary to build additional structures to accommodate coverage for residents, visitors and travelers in these areas. This area is becoming more populated and the road takes fairly heavy traffic. This site is almost exclusively a coverage site but will offer residents an excellent opportunity for high-capacity data at their homes.

SBA is requesting a Special Use Permit for a 120' tall multi-carrier wireless monopole within a 100' x 100' compound. There will be ground equipment within the compound. Access will come from White Antelope Road and power and fiber are also expected to come from the road.

Site Description

The subject parcel is over 50 acres with White Antelope Road along its western edge and Snowflake-Concho Hwy along its south. This parcel is owned by Willis Ranch and used for cattle grazing. The southern 300 feet of the property (along the Highway) is zoned C-R 300. This proposed site is within that area.

The compound is in the southwest corner of the parcel. The compound is set back to ensure the pole meets at least a 1:1 setback from property lines. There are no homes directly abutting this parcel and

the nearest homes to this proposed location are about 2,200' to the east and southeast on the south side of Snowflake-Concho Highway.

This location on this parcel offers good access, availability of utilities and year-round access from maintained roads while maintaining a good separation from current rural residential uses and being very well situated to meet the carrier's coverage objectives.

Site History

Verizon Wireless has been working on providing coverage in Navajo County for many years. That often involves a few new sites each year. Now that 5G is being deployed to provide rural broadband coverage throughout much of Navajo County, Verizon has a need for several sites within the next year or two. Verizon approached several tower developers about different sites throughout the County. SBA is one of the two main tower developers and currently is looking at this site. The location in question is a targeted location requested by Verizon. As mentioned above, it is equidistant to the two nearest sites and likely will be used by other carriers in the future as they further develop their networks.

The original proposed location by the carrier was south of Snowflake-Concho Highway about 500'. That area is similar grazing land but that side of the highway is more developed with homes than the north side of the highway. Due to this, we looked mainly on the north side of the highway. In an attempt to tie in with the commercial corridor, we looked to stay fairly close to the road. We did check to make sure there was no County land in the area of this site, as that would have become our target. The only governmentally-owned land we came across was AZ State Land. The private land being proposed is far more viable than State Land which is used for grazing and not allotted for Leasing.

This location was chosen, and a Lease agreement was entered into with the landowners. The candidate was submitted to the carrier, and they have approved this location. That was not surprising given the proximity to their original search location.

Description of Proposal

The proposed site development includes placement of panel antennas on a new 120' monopole. The panel antennas are used for coverage to communicate with phones and other devices. The 120' is meant to provide a site which meets the needs of Verizon but does leave additional space for at least two additional carriers to collocate in the future. Verizon's antennas are proposed at 110' on the pole to maximize integration with the two nearest existing sites as well as the site under development 4 miles to the east. The pole will be structurally capable of handling additional carriers and there is sufficient space in the compound for ground equipment for those carriers.

The proposed location is not centered in the parcel as we were looking to stay within the commercial corridor along the Highway. The pole is more than 1:1 from all property lines and the parcel is surrounded by grazing land to the north and east. The land is bordered by Snowflake-Concho Highway to the south with undeveloped land beyond that. The region's mailboxes are just to the west on White Antelope road with grazing land to the west beyond that. The closest home is 2,200' east of the site.

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The site will take about 60-90 days to construct, and once complete, will be visited approximately once per month for maintenance. This development is unoccupied and does not involve water or sewer. There will not be any changes to existing watercourses or an impact on off-site discharge of rainwater. We've located the site to ensure it stays out of a drainage area on this property.

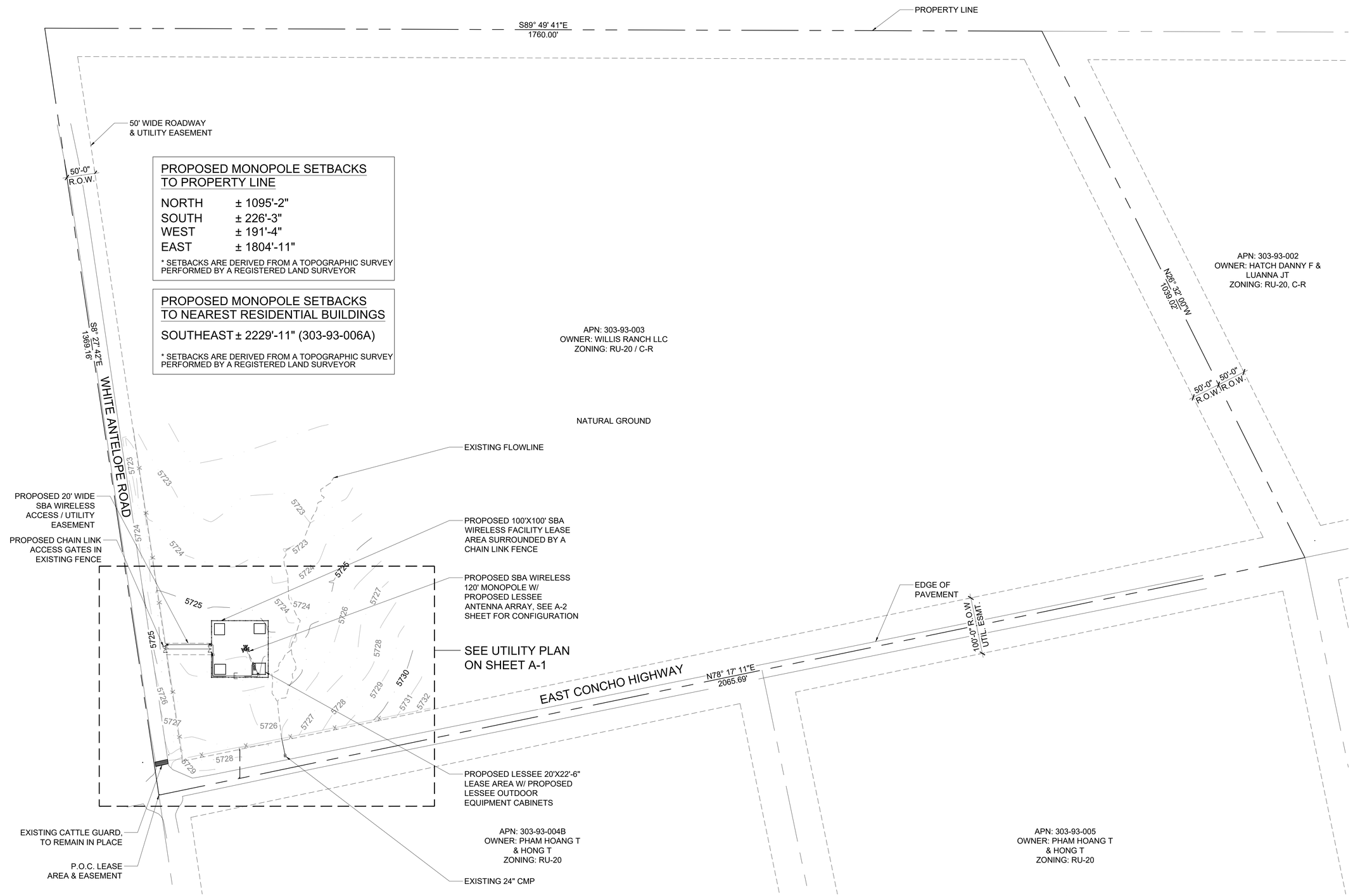
Citizen Participation Plan

I will be hosting this neighborhood meeting prior to final submission for our Special Use Permit. I plan on hosting that meeting at the site as there are not any public buildings nearby and the property is easily accessible.

I will provide feedback to staff after the meeting. I will also provide any feedback you have prior to the meeting.

Conclusion

This type of facility requires a Special Use Permit in Navajo County. This proposal meets the letter and intent of the Ordinance, including the recently adopted language. SBA is requesting a Special Use Permit. This site will benefit ranchers, other residents, visitors and travelers in this area.



CLIENT

SBA

SBA TOWERS X, LLC
5900 BROKEN SOUND PARKWAY, NW
BOCA RATON, FLORIDA, 33487
PHONE: 1-800-487-7483

PLANS PREPARED BY

young design corp
architecture / project management
10245 E. Via Linda, Scottsdale, AZ 85258
ph: 480 451 9609 fax: 480 451 9608
e mail: corporate@ydcoffice.com

CARRIER

verizon

6955 W. MORELOS PL.
CHANDLER, AZ 85226

SEAL

PRELIMINARY
FOR REVIEW
ONLY

PRELIMINARY UNLESS SIGNED

NO.	DATE	DESCRIPTION
1	5/6/2024	PRELIM ZD'S

ARCHITECTS JOB NO.
YDC-10935

PROJECT INFORMATION

WHITE ANTELOPE
AZ28431-B

8301-8517 E. CONCHO HIGHWAY
SNOWFLAKE, AZ 85937

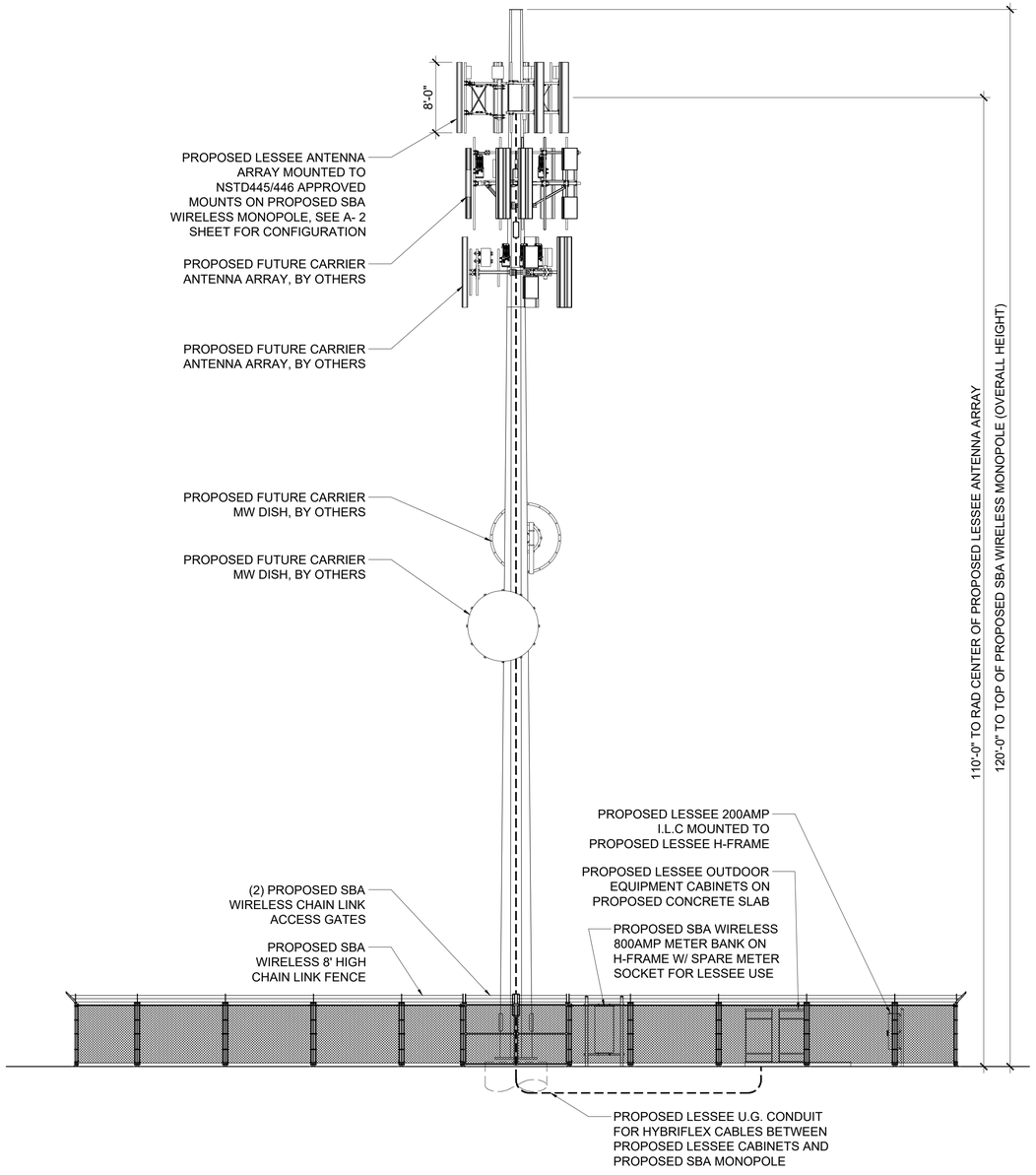
SHEET TITLE

OVERALL SITE PLAN

JURISDICTION APPROVAL

SHEET NUMBER

A-0

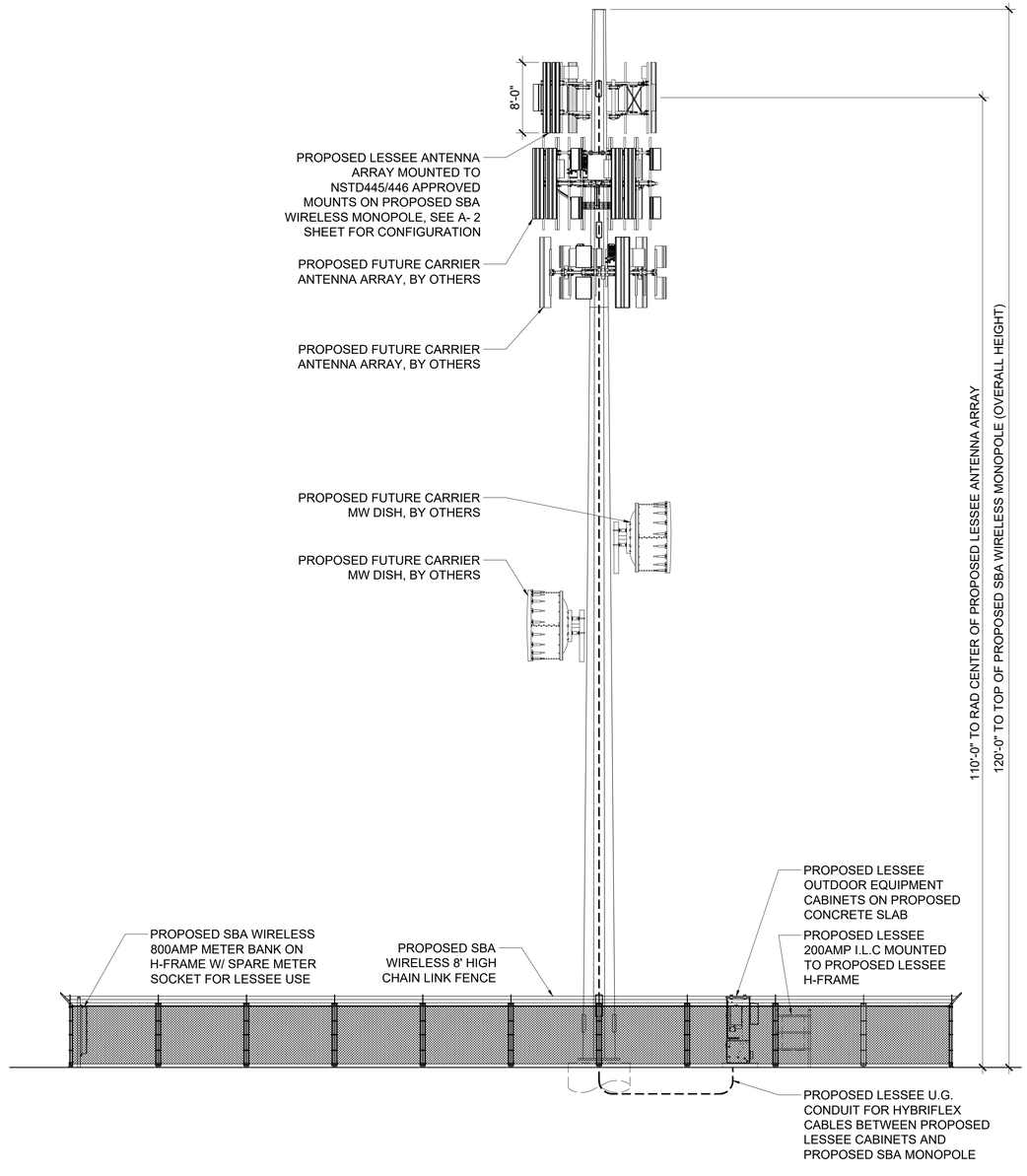


2 A-3 **WEST ELEVATION**

SCALE: 1/8" = 1'-0"

0 4' 8' 16'

SCALE: 1/8" = 1'-0"



1 A-3 **SOUTH ELEVATION**

SCALE: 1/8" = 1'-0"

0 4' 8' 16'

SCALE: 1/8" = 1'-0"

CLIENT

SBA

SBA TOWERS X, LLC
5900 BROKEN SOUND PARKWAY, NW
BOCA RATON, FLORIDA, 33487
PHONE: 1-800-487-7483

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CARRIER

verizon

6955 W. MORELOS PL.
CHANDLER, AZ 85226

SEAL

PRELIMINARY FOR REVIEW ONLY

PRELIMINARY UNLESS SIGNED

NO.	DATE	DESCRIPTION
1	5/6/2024	PRELIM ZD'S

ARCHITECTS JOB NO.

YDC-10935

PROJECT INFORMATION

WHITE ANTELOPE

AZ28431-B

8301-8517 E. CONCHO HIGHWAY
SNOWFLAKE, AZ 85937

SHEET TITLE

ELEVATIONS

JURISDICTION APPROVAL

SHEET NUMBER

A-3

MEETING SIGN-IN SHEET

Project:	SBA White Antelope Wireless Facility	**Meeting Date:**	6/13/24
Hosted by:	Reg Destree, Destree Development, LLC	**Place:**	On-Site

Name	Address	Phone/E-Mail	Comments
Joyce Alaca	4946 Buckskin Trl	Joy.Alexander@Gmail.com	Yes!!!
Kathleen Alexander	4946 Buckskin Trl.	kathleenalexander13@Gmail.com	yes
James Nevel	8303 Buckskin	JNevel64-6@gmail.com	YES

Arizona State Of	APN: 303-10-012	Po Box 668	Holbrook, AZ 860250668
Arizona State Of	APN: 303-01-602	Po Box 668	Holbrook, AZ 860250668
Stidham Ronald & Shannon (Cprs)	APN: 303-93-006A	8497 E Concho Hwy	Snowflake, AZ 859375954
Pham Hoang T & Hong T (Cprs)	APN: 303-93-005	30444 N 126Th Dr	Peoria, AZ 853835026
Village East Investments Llc	APN: 303-93-004D	Po Box 592	Snowflake, AZ 85937-0592
Brewer William T & Debra (Cprs)	APN: 303-93-004C	22 Paradise Ranch Rd	Bent, NM 883149712
Pham Hoang T & Hong T (Cprs)	APN: 303-93-004B	30444 N 126Th Dr	Peoria, AZ 853835026
Hamilton M Matthew & Karen A (Cprs)	APN: 303-93-004A	Po Box 356	Taylor, AZ 859390356
Willis Ranch Llc	APN: 303-93-003	205 E Larson	Snowflake, AZ 859376551
Hatch Danny F & Luanna Jt 1/2Hatch Ls Family Trust/	APN: 303-93-002	Po Box 127	Taylor, AZ 85939-0127
Cibella Margo M	APN: 303-87-008B	11638 N 68Th Pl	Scottsdale, AZ 852545142

SBA TOWERS X, LLC
5900 BROKEN SOUND PARKWAY, NW
BOCA RATON, FLORIDA, 33487
PHONE: 1-800-487-7483

SITE NUMBER: AZ28431-B
SITE NAME: WHITE ANTELOPE
ADDRESS: 8454 E. CONCHO HIGHWAY
SNOWFLAKE, AZ 85937

verizon

VZW SITE NAME #: AZ3 WHITE ANTELOPE RD
VZW PROJECT #: 16578869
MDG LOCATION CODE: 5000888148
VZW LOCATION CODE: 705055

SITE ACQUISITION
DESTREE DEVELOPMENT, LLC
22831 N. 21ST STREET
PHOENIX, AZ, 85024
PHONE: (602) 349-6930
CONTACT: REG DESTREE

ARCHITECT
YOUNG DESIGN CORP.
10245 E. VIA LINDA, SUITE 211
SCOTTSDALE, AZ, 85258
PHONE: (480) 451-9609
FAX: (480) 451-9608
CONTACT: MATTHEW YOUNG

PROPERTY OWNER
S.B.A. TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
PHONE: (561) 981-7466
CONTACT: CAROLINA GONZALEZ

LESSEE / COMPANY
VERIZON WIRELESS
6955 W. MORELOS PLACE
CHANDLER, AZ, 85226
PHONE: (480) 220-3298
CONTACT: JOHN TYKE

ZONING COMPLIANCE:

LOCAL JURISDICTION:	NAVAJO COUNTY
PROPERTY ID #:	303-93-003
ZONING:	RU-4
USE:	TELECOMMUNICATIONS FACILITY
PARENT PARCEL AREA:	2,228,666.07 S.F. (51.16 ACRES)
EXISTING LEASE AREA:	SBA (10,000 S.F.)
PROPOSED EQUIPMENT LEASE AREA:	LESSEE (450 S.F.)
PARKING REQ'D:	0
PARKING PROVIDED:	1

GENERAL COMPLIANCE:
HVAC USED ON THIS STRUCTURE IS NOT INTENDED FOR HUMAN COMFORT; ITS USE IS SOLELY FOR ELECTRONIC EQUIPMENT COOLING.

DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES.

PROVIDE STREET ADDRESS IDENTIFICATION PER MUNICIPAL REQUIREMENTS.
THE USE OF THIS SITE WILL GENERATE NO TRASH.
THIS PROJECT DOES NOT REQUIRE WATER OR SEWER
THIS PROJECT REQUIRES PERMANENT POWER & TELEPHONE CONNECTION

A.D.A. COMPLIANCE:
FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. LANDINGS AND EXITS SHALL COMPLY WITH THE APPLICABLE BUILDING CODE.

F.C.C. COMPLIANCE:
ALL PROPOSED ANTENNAS SHALL BE IN COMPLIANCE WITH ALL FEDERAL COMMUNICATIONS COMMISSION (FCC) REGULATIONS, INCLUDING THOSE PROTECTING THE PUBLIC HEALTH AND THOSE PROTECTING HISTORIC DISTRICTS.

PROJECT DESCRIPTION:
THE PROJECT CONSISTS OF THE INSTALLATION AND OPERATION OF ANTENNAS AND ASSOCIATED EQUIPMENT FOR COMPANY'S WIRELESS TELECOMMUNICATIONS NETWORK. FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION.

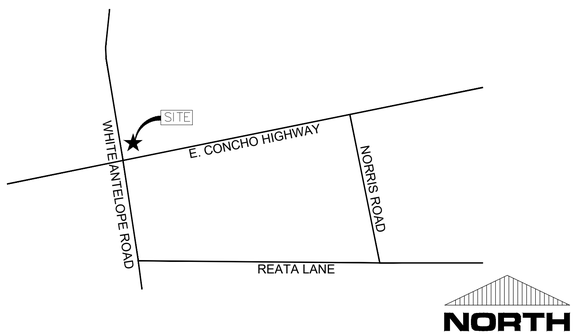
THIS FACILITY CONSISTS OF OUTDOOR EQUIPMENT CABINETS, TO HOUSE RADIO EQUIPMENT. NO HAZARDOUS MATERIAL WILL BE STORED WITHIN THE FACILITY.

ALL EXITS SHALL BE OPERABLE FROM THE INSIDE WITHOUT THE USE OF KEYS OR SPECIAL KNOWLEDGE. MANUALLY OPERATED EDGE OR SURFACE MOUNTED FLUSH BOLTS ARE PROHIBITED.

PROPOSED SBA WIRELESS 120' MONOPOLE
PROPOSED LESSEE ANTENNAS AND ASSOCIATED COAXIAL CABLES
PROPOSED LESSEE OVP ON ANTENNA MOUNT
PROPOSED LESSEE RRH'S
PROPOSED LESSEE SITEPRO VFA6-HD ANTENNA FRAME MOUNT (X3)
PROPOSED LESSEE OUTDOOR EQUIPMENT CABINET(S)

SITE PHOTO:

VICINITY MAP:



SITE COORDINATES:

LATITUDE	: 34° 33' 15.050" NORTH (NAD83)
LONGITUDE	: 109° 59' 16.370" WEST (NAD83)
ELEVATION	: 5725.8' A.M.S.L. (NAVD88)

MEET POINT VAULT COORDINATES:

LATITUDE	: 34° 33' 15.128" NORTH (NAD83)
LONGITUDE	: 109° 59' 18.020" WEST (NAD83)
ELEVATION	: 5726.0' A.M.S.L. (NAVD88)

SHEET INDEX:

T-1	TITLE SHEET, PROJECT INFO
LS-1	SURVEY BOUNDARY
LS-2	SURVEY DETAIL
T-1	TITLE SHEET
N-1	GENERAL NOTES
C-1	SITE PLAN
C-2	GRADING & EROSION CONTROL PLAN
C-3	SILT FENCE DETAILS
C-4	ACCESS ROAD DETAILS
A-0	OVERALL SITE PLAN
A-1	UTILITY PLAN
A-2	ENLARGED SITE PLAN
A-3	SITE ELEVATIONS

CLIENT
SBA
SBA TOWERS X, LLC
5900 BROKEN SOUND PARKWAY, NW
BOCA RATON, FLORIDA, 33487
PHONE: 1-800-487-7483

PLANS PREPARED BY

young design corp
architecture / project management
10245 E. Via Linda, Scottsdale, AZ 85258
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CARRIER
verizon
6955 W. MORELOS PL.
CHANDLER, AZ 85226

SEAL
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REGISTERED PROFESSIONAL ARCHITECT
19382
RONALD C. YOUNG
6/26/24
REGISTERED
ARIZONA U.S.A.

EXP. 12/31/25

THIS DOCUMENT CONTAINS AN ELECTRONIC SIGNATURE PURSUANT TO A.R.S. TITLE 41 AND TITLE 44. IT IS A VIOLATION FOR ANY PERSON, UNLESS UNDER THE DIRECT SUPERVISION OF THE REGISTRANT, TO MODIFY THIS DOCUMENT IN ANY WAY.

PRELIMINARY UNLESS SIGNED

NO.	DATE	DESCRIPTION
1	05/06/2024	PRELIM ZD'S
2	06/19/2024	G & D PLAN INCLUDED
3	06/26/2024	REV OVERALL POLE HEIGHT

ARCHITECTS JOB NO.
YDC-10935

PROJECT INFORMATION
WHITE ANTELOPE
AZ28431-B
8301-8517 E. CONCHO HIGHWAY
SNOWFLAKE, AZ 85937

SHEET TITLE
TITLE SHEET

JURISDICTION APPROVAL

SHEET NUMBER
T-1

FLOOD ZONE DESIGNATION

THE PROPOSED LEASE PREMISES SHOWN HEREON APPEAR TO BE WITHIN FLOOD ZONE "X" AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM MAP NO. 04017C4075E DATED 09/26/08.

FLOOD ZONE "X" IS DEFINED AS: AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN; DETERMINED TO BE OUTSIDE THE 1% AND 0.2% ANNUAL CHANCE FLOODPLAINS.

PROJECT META DATA

1. ELEVATIONS SHOWN HEREON ARE REPRESENTED IN *NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)* ESTABLISHED FROM GPS DERIVED ELLIPSOID HEIGHTS, APPLYING GEOID 18B SEPARATIONS CONSTRAINING TO NGS CORS STATIONS PROVIDED IN THE "ONLINE POSITIONING USER SERVICE" (OPUS) SOLUTION FOR THIS SPECIFIC SITE.
2. BEARINGS SHOWED HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM *ARIZONA STATE PLANE COORDINATE ZONE EAST*, DETERMINED BY GPS OBSERVATIONS.
3. FIELD WORK FOR THIS PROJECT WAS PERFORMED ON 02/13/24.

SURVEYOR NOTES

1. ALL TITLE INFORMATION IS BASED UPON A COMMITMENT FOR TITLE INSURANCE PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER NO.: 5000002991 EFFECTIVE DATE: 12/04/2023.
2. SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE.
3. THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.
4. SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/ OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

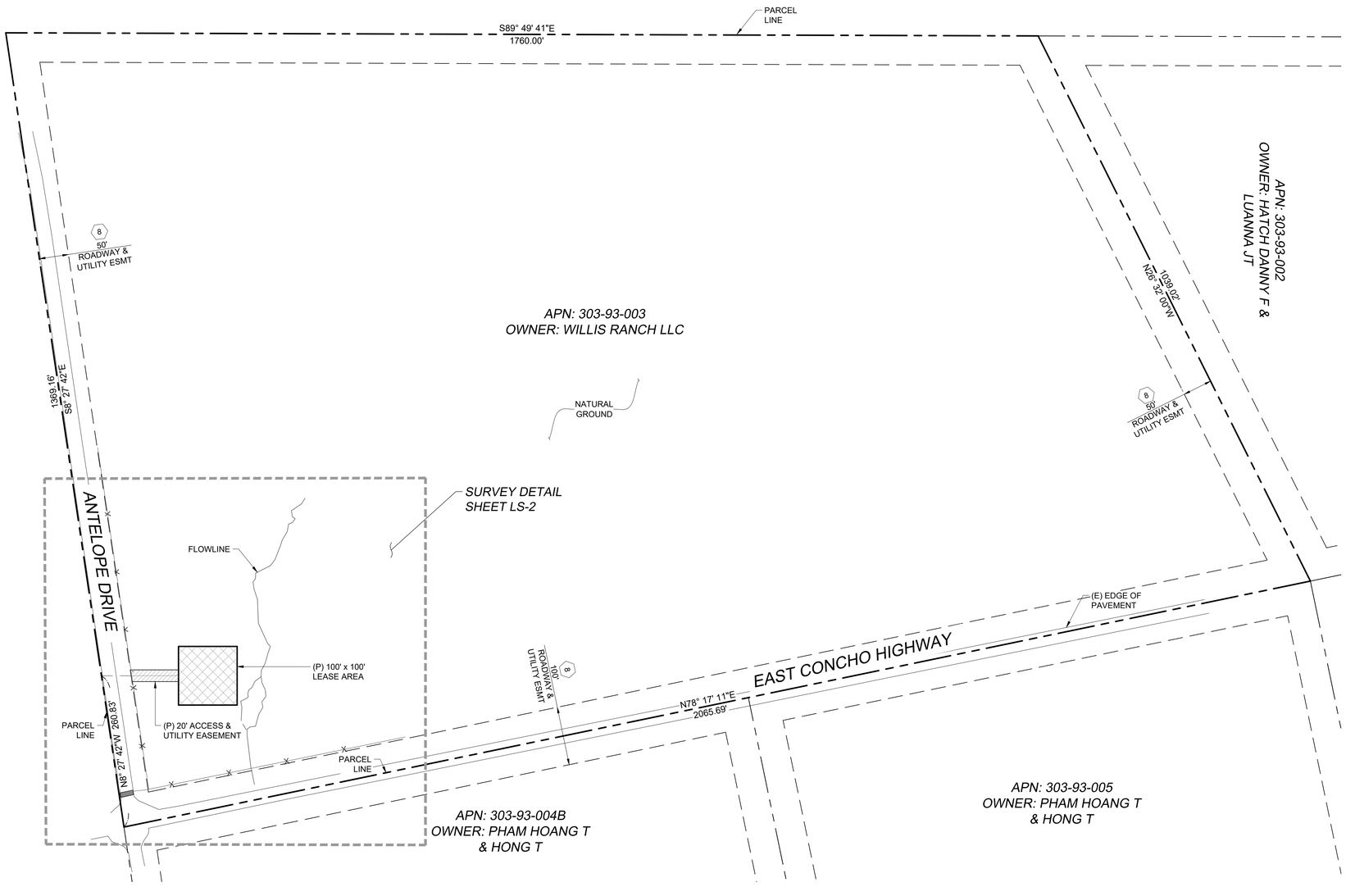
LESSOR'S LEGAL DESCRIPTION

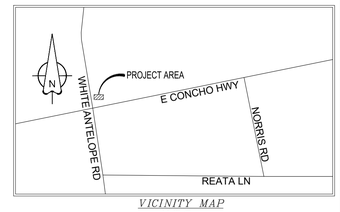
AN INTEREST IN LAND, SAID INTEREST BEING OVER A PORTION OF THE FOLLOWING DESCRIBED PARENT PARCEL:

RANCH OF THE WHITE MOUNTAINS, UNIT 8, LOT 246, NAVAJO COUNTY, ARIZONA. EXCEPTING ALL RIGHTS FOR ROCK QUARRY, AGGREGATE, MINERALS, OILS, COALS, GAS, HELIUM, URANIUM, POTASH, ANY HYDRO-CARBON SUBSTANCE AND ANY OTHER MINERALS, INCLUDING SURFACE ACCESS RIGHTS FOR EXPLORATION AND DEVELOPMENT.

AND BEING THE SAME PROPERTY CONVEYED TO WILLIS RANCH, LLC FROM HNZ HOLDING, LLC, A DELAWARE LIMITED LIABILITY COMPANY BY SPECIAL WARRANTY DEED DATED OCTOBER 15, 2021 AND RECORDED JANUARY 4, 2022 IN INSTRUMENT NO. 2022-00159.

TAX PARCEL NO. 303-93-003

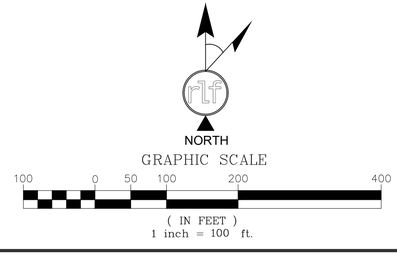




VICINITY MAP
N.T.S.

SCHEDULE B EXCEPTIONS

1. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I—REQUIREMENTS ARE MET. (NON-PLOTTABLE)
2. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. (NON-PLOTTABLE)
3. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. (NON-PLOTTABLE)
4. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS. (NON-PLOTTABLE)
5. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. (NON-PLOTTABLE)
6. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS. (NON-PLOTTABLE)
7. TAXES FOR THE YEAR 2024 AND SUBSEQUENT YEARS, A LIEN NOT YET DUE AND PAYABLE. (NOT A SURVEY MATTER)
8. MATTERS AS SHOWN AND NOTED ON PLAT RECORDED IN PLAT BOOK 2, PAGE 11. (AS SHOWN ON SURVEY)
9. EXCEPT THE COAL, OIL, GAS AND OTHER MINERALS UNDERLYING THE SURFACE OF SAID LAND AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL, OIL, GAS AND OTHER MINERALS; INCLUDING, BUT NOT LIMITED TO, EXPRESS OR IMPLIED EASEMENTS IN, OVER AND UNDER THAT ESTATE FOR THE ENTRY AND REMOVAL OF MINERALS. THIS POLICY SHOULD NOT BE CONSTRUED AS INSURING AGAINST LOSS OR DAMAGE RESULTING TO THE SURFACE OF THE LAND OR ANY IMPROVEMENTS THEREON CAUSED BY SURFACE ENTRY OR BY THE REMOVAL OF THE OIL, GAS, AND OTHER MINERALS LYING THEREUNDER. SEE INSTRUMENT RECORDED IN DEED BOOK 589, PAGE 56. (BLANKET IN NATURE)
10. EXCEPT THE COAL, OIL, GAS AND OTHER MINERALS UNDERLYING THE SURFACE OF SAID LAND AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL, OIL, GAS AND OTHER MINERALS; INCLUDING, BUT NOT LIMITED TO, EXPRESS OR IMPLIED EASEMENTS IN, OVER AND UNDER THAT ESTATE FOR THE ENTRY AND REMOVAL OF MINERALS. THIS POLICY SHOULD NOT BE CONSTRUED AS INSURING AGAINST LOSS OR DAMAGE RESULTING TO THE SURFACE OF THE LAND OR ANY IMPROVEMENTS THEREON CAUSED BY SURFACE ENTRY OR BY THE REMOVAL OF THE OIL, GAS, AND OTHER MINERALS LYING THEREUNDER. SEE INSTRUMENT RECORDED IN INSTRUMENT NO. 2002-13382. (BLANKET IN NATURE)
11. EXCEPT THE COAL, OIL, GAS AND OTHER MINERALS UNDERLYING THE SURFACE OF SAID LAND AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL, OIL, GAS AND OTHER MINERALS; INCLUDING, BUT NOT LIMITED TO, EXPRESS OR IMPLIED EASEMENTS IN, OVER AND UNDER THAT ESTATE FOR THE ENTRY AND REMOVAL OF MINERALS. THIS POLICY SHOULD NOT BE CONSTRUED AS INSURING AGAINST LOSS OR DAMAGE RESULTING TO THE SURFACE OF THE LAND OR ANY IMPROVEMENTS THEREON CAUSED BY SURFACE ENTRY OR BY THE REMOVAL OF THE OIL, GAS, AND OTHER MINERALS LYING THEREUNDER. SEE INSTRUMENT RECORDED IN INSTRUMENT NO. 2002-13383. (BLANKET IN NATURE)
12. EXCEPT THE COAL, OIL, GAS AND OTHER MINERALS UNDERLYING THE SURFACE OF SAID LAND AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL, OIL, GAS AND OTHER MINERALS; INCLUDING, BUT NOT LIMITED TO, EXPRESS OR IMPLIED EASEMENTS IN, OVER AND UNDER THAT ESTATE FOR THE ENTRY AND REMOVAL OF MINERALS. THIS POLICY SHOULD NOT BE CONSTRUED AS INSURING AGAINST LOSS OR DAMAGE RESULTING TO THE SURFACE OF THE LAND OR ANY IMPROVEMENTS THEREON CAUSED BY SURFACE ENTRY OR BY THE REMOVAL OF THE OIL, GAS, AND OTHER MINERALS LYING THEREUNDER. SEE INSTRUMENT RECORDED IN INSTRUMENT NO. 2010-12037. (BLANKET IN NATURE)



SBA TOWERS X, LLC
8051 CONGRESS AVENUE
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e mail: corp@ydcoffice.com

FIELD BY:	TG
DRAWN BY:	JMM
CHECKED BY:	RLF

REVISIONS

NO.	DATE	DESCRIPTION
4	05/09/24	REVISION
3	03/13/24	REVISION
2	02/28/24	FINAL
1	02/21/24	TOWER LOCATION
0	02/20/24	PRELIMINARY

RLF CONSULTING
LAND SURVEY • MAPPING SOLUTIONS
WWW.RLFCONSULTING.COM • 480-445-0150

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
44007
RYAN L FIDLER
ARIZONA U.S.A.

REUSE OF DOCUMENT
THE IDEAS & DESIGN INCORPORATED HEREON, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF RLF CONSULTING, LLC & IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT WRITTEN AUTHORIZATION OF RLF CONSULTING, LLC.

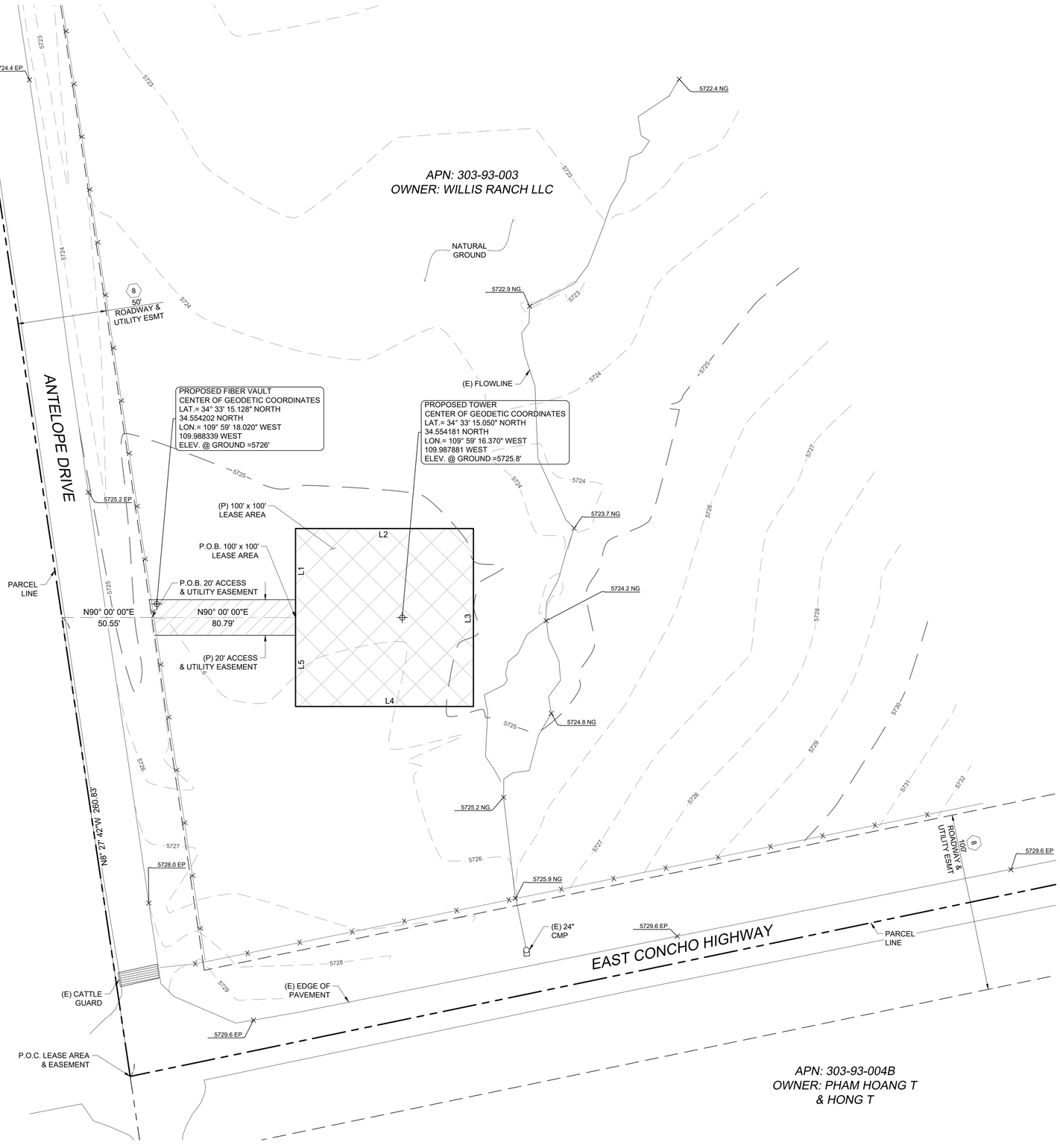
PROJECT No.
2400113

SITE NAME:
AZ28431-B WHITE ANTELOPE

SITE ADDRESS:
8454 E CONCHO HWY
SNOWFLAKE, AZ 85937

SHEET TITLE:
SURVEY BOUNDARY

SHEET NO.	REVISION:
LS-1	



LEGEND

- BRASS CAP FLUSH
- 5280.00 NG — SPOT ELEVATION
- 8 — SCHEDULE B HEX
- PROPERTY LINE
- PROPERTY LINE (OTHER)
- WIRE OR BARBED WIRE FENCE
- EASEMENT LINE

SBA 20' ACCESS & UTILITY EASEMENT DESCRIPTION

A TRACT OF LAND BEING A PORTION OF RANCH OF THE WHITE MOUNTAINS, UNIT 8, LOT 246, NAVAJO COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS,

A 20.00 FOOT STRIP OF LAND LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 246; THENCE NORTH 08°27'42"WEST ALONG THE WEST LINE OF SAID LOT 246, A DISTANCE OF 260.43; THENCE DEPARTING SAID WEST LINE NORTH 90°00'00" EAST, A DISTANCE OF 50.55 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 80.79 FEET TO THE POINT OF TERMINUS.

ALL SIDELINES OF DESCRIBED EASEMENT ARE TO BE SHORTENED OR LENGTHENED TO FORM ONE CONTIGUOUS PARCEL.

SBA 100' x 100' LEASE AREA DESCRIPTION

A TRACT OF LAND BEING A PORTION OF RANCH OF THE WHITE MOUNTAINS, UNIT 8, LOT 246, NAVAJO COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 246; THENCE NORTH 08°27'42"WEST ALONG THE WEST LINE OF SAID LOT 246, A DISTANCE OF 260.43; THENCE DEPARTING SAID WEST LINE NORTH 90°00'00" EAST, A DISTANCE OF 50.55 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 80.79 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 50.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 100.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 100.00 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 100.00 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 10000 SQUARE FEET OR 0.230 ACRES, MORE OR LESS.

LINE TABLE		
LINE	LENGTH	BEARING
L1	50.00	N0° 00' 00"E
L2	100.00	N90° 00' 00"E
L3	100.00	S0° 00' 00"E
L4	100.00	N90° 00' 00"W
L5	50.00	N0° 00' 00"E

NORTH

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

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ph: 480 451 9609 fax: 480 451 9608
e mail: corp@ydcoffice.com

FIELD BY:	TG
DRAWN BY:	JMM
CHECKED BY:	RLF

REVISIONS

NO.	DATE	DESCRIPTION
4	05/09/24	REVISION
3	03/13/24	REVISION
2	02/28/24	FINAL
1	02/21/24	TOWER LOCATION
0	02/20/24	PRELIMINARY

RLF CONSULTING
LAND SURVEY • MAPPING SOLUTIONS
WWW.RLFCONSULTING.COM • 480-445-9180

REGISTERED LAND SURVEYOR CERTIFICATE NO. 44007 RYAN L. FIDLER 04-18-2025 ARIZONA, U.S.A.

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PROJECT No.
2400113

SITE NAME:
AZ28431-B WHITE ANTELOPE

SITE ADDRESS:
8301-8517 E CONCHO HWY
SNOWFLAKE, AZ 85937

SHEET TITLE:
SURVEY DETAIL

SHEET NO.
LS-2

REVISION:

ROAD DESIGN DRAWINGS

SITE NUMBER:

AZ28431

SITE NAME:

WHITE ANTELOPE

SITE ADDRESS:

8301-8517 E CONCHO HWY
SNOWFLAKE, AZ 85937
(NAVAJO COUNTY)
N34°33'15.050", W109°59'16.370"

INDEX OF SHEETS

NO.	SHEET TITLE	REV
T-1	TITLE SHEET	0
N-1	GENERAL NOTES	0
C-1	SITE PLAN	0
C-2	SOIL AND EROSION CONTROL PLAN	0
C-3	SILT FENCE DETAILS	0
C-4	ACCESS ROAD DETAILS	0

PROJECT TEAM

PROJECT CONTACT:

NAME	SBA TOWERS X, LLC
ADDRESS	8051 CONGRESS AVE
CITY, STATE, ZIP	BOCA RATON, FL 33487
CONTACT	JULIANA MAHLMEISTER
PHONE	(800) 487-7483

CIVIL ENGINEER:

NAME	TOWER ENGINEERING PROFESSIONALS
ADDRESS	326 TRYON ROAD
CITY, STATE, ZIP	RALEIGH, NC 27603
CONTACT	DOUGLAS LAWRENCE, P.E.
PHONE	(919) 661-6351

SURVEYOR:

NAME	RLF CONSULTING
ADDRESS	2165 W PECOS RD #5
CITY, STATE, ZIP	CHANDLER, AZ 85224
CONTACT	STEVE WOOD, P.S.
PHONE	(480) 445-9189

PROPERTY OWNER:

NAME	WILLIS RANCH LLC
ADDRESS	205 E LARSON
CITY, STATE, ZIP	SNOWFLAKE, AZ 85937
CONTACT	UNKNOWN
PHONE	UNKNOWN

PLANS PREPARED FOR:

SBA

8051 CONGRESS AVENUE
BOCA RATON, FL 33487
(800) 487-7483

PROJECT INFORMATION:
SITE ID: AZ28431-B
SITE NAME: WHITE ANTELOPE
8454 E. CONCHO HIGHWAY
SNOWFLAKE, AZ 85937
(NAVAJO COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603
OFFICE: (919) 661-6351
www.tepgroup.net

PRELIMINARY
DO NOT USE FOR CONSTRUCTION

REV	DATE	ISSUED FOR:
0	06-17-24	PRELIMINARY

DRAWN BY: SAB | CHECKED BY: DAO

SHEET TITLE:

TITLE SHEET

SHEET NUMBER: **T-1**

REVISION: **0**

TEP#: 339435.964554

GENERAL NOTES:

1. ALL REFERENCES TO THE OWNER IN THESE DOCUMENTS SHALL BE CONSIDERED SBA TOWERS LLC OR ITS DESIGNATED REPRESENTATIVE.
2. ALL WORK PRESENTED ON THESE DRAWINGS MUST BE COMPLETED BY THE CONTRACTOR UNLESS NOTED OTHERWISE. THE CONTRACTOR MUST HAVE CONSIDERABLE EXPERIENCE IN PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE OF THIS ASSIGNMENT, THE CONTRACTOR IS ATTESTING THAT HE DOES HAVE SUFFICIENT EXPERIENCE AND ABILITY, THAT HE IS KNOWLEDGEABLE OF THE WORK TO BE PERFORMED AND THAT HE IS PROPERLY LICENSED AND PROPERLY REGISTERED TO DO THIS WORK IN THE STATE OF ARIZONA.
3. WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE ARIZONA BUILDING CODE, 2018 EDITION.
4. UNLESS SHOWN OR NOTED OTHERWISE ON THE CONTRACT DRAWINGS, OR IN THE SPECIFICATIONS, THE FOLLOWING NOTES SHALL APPLY TO THE MATERIALS LISTED HEREIN, AND TO THE PROCEDURES TO BE USED ON THIS PROJECT.
5. ALL HARDWARE ASSEMBLY MANUFACTURER'S INSTRUCTIONS SHALL BE FOLLOWED EXACTLY AND SHALL SUPERSEDE ANY CONFLICTING NOTES ENCLOSED HEREIN.
6. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE TO INSURE THE SAFETY OF THE STRUCTURE AND IT'S COMPONENT PARTS DURING ERECTION AND/OR FIELD MODIFICATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO, THE ADDITION OF TEMPORARY BRACING, GUYS OR TIE DOWNS THAT MAY BE NECESSARY. SUCH MATERIAL SHALL BE REMOVED AND SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER THE COMPLETION OF THE PROJECT.
7. ALL DIMENSIONS, ELEVATIONS, AND EXISTING CONDITIONS SHOWN ON THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO BEGINNING ANY MATERIALS ORDERING, FABRICATION OR CONSTRUCTION WORK ON THIS PROJECT. CONTRACTOR SHALL NOT SCALE CONTRACT DRAWINGS IN LIEU OF FIELD VERIFICATIONS. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND THE OWNER'S ENGINEER. THE DISCREPANCIES MUST BE RESOLVED BEFORE THE CONTRACTOR IS TO PROCEED WITH THE WORK. THE CONTRACT DOCUMENTS DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY THE OWNER AND/OR THE ENGINEER SHALL NOT INCLUDE INSPECTION OF THE PROTECTIVE MEASURES OR THE PROCEDURES.
8. ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ANY AND ALL SUBSTITUTIONS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER AND ENGINEER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBSTITUTED.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT THIS PROJECT AND RELATED WORK COMPLIES WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL SAFETY CODES AND REGULATIONS GOVERNING THIS WORK.
10. ACCESS TO THE PROPOSED WORK SITE MAY BE RESTRICTED. THE CONTRACTOR SHALL COORDINATE INTENDED CONSTRUCTION ACTIVITY, INCLUDING WORK SCHEDULE AND MATERIALS ACCESS, WITH THE RESIDENT LEASING AGENT FOR APPROVAL.
11. ALL PERMITS THAT MUST BE OBTAINED ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR WILL BE RESPONSIBLE FOR ABIDING BY ALL CONDITIONS AND REQUIREMENTS OF THE PERMITS.
12. IF APPLICABLE, ALL CONCRETE WORK SHALL COMPLY TO LOCAL CODES AND THE ACI 318-11, "BUILDING REQUIREMENTS FOR STRUCTURAL CONCRETE".
13. 24 HOURS PRIOR TO THE BEGINNING OF ANY CONSTRUCTION, THE CONTRACTOR MUST NOTIFY THE APPLICABLE JURISDICTIONAL (STATE, COUNTY OR CITY) ENGINEER.
14. ALL MATERIALS AND WORKMANSHIP SHALL BE WARRANTED FOR ONE YEAR FROM ACCEPTANCE DATE.
15. ALL TOWER DIMENSIONS SHALL BE VERIFIED WITH THE PLANS (LATEST REVISION) PRIOR TO COMMENCING CONSTRUCTION. NOTIFY THE ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE DISCOVERED. THE OWNER SHALL HAVE A SET OF APPROVED PLANS AVAILABLE AT THE SITE AT ALL TIMES WHILE WORK IS BEING PERFORMED. A DESIGNATED RESPONSIBLE EMPLOYEE SHALL BE AVAILABLE FOR CONTACT BY GOVERNING AGENCY INSPECTORS.
16. ALL TOWER MODIFICATION WORK SHALL BE IN ACCORDANCE WITH TIA-1019-A STANDARD FOR INSTALLATION, ALTERATION AND MAINTENANCE OF ANTENNA SUPPORTING STRUCTURES AND ANTENNAS.
17. NO HAZARDOUS MATERIALS IN REPORTABLE QUANTITIES WILL BE USED OR STORED ON-SITE.

GRADING NOTES:

1. PROPOSED CONTOURS AND SPOT ELEVATIONS ARE SHOWN AT TOP OF CRUSHED STONE, TOP OF FOUNDATION, OR TOP OF TOPSOIL. SEE DETAILS FOR THICKNESS OF CRUSHED STONE. MASS GRADED AREAS AND CRUSHED STONE SHALL BE FINISHED WITHIN 4" OF GRADES SHOWN. FOUNDATIONS SHALL BE FINISHED WITHIN 0.5" OF GRADES SHOWN.
2. ALL TREES, ROOTS, BRUSH, AND ORGANIC MATTER (TOPSOIL) SHALL BE REMOVED BEFORE BEGINNING FILL. FILL MATERIAL SHALL BE CLEAR SOIL CONTAINING NO ROCKS LARGER THAN 6".
3. FILLS SHALL BE FORMED OF SATISFACTORY MATERIAL PLACED IN SUCCESSIVE HORIZONTAL LAYERS OF NOT MORE THAN 6" IN LOOSE DEPTH FOR THE FULL WIDTH OF EACH STRIP. FILL SOIL SHALL BE PLACED AT A MOISTURE CONTENT THAT IS WITHIN (-1%) OR (+3%) POINTS OF THE OPTIMUM MOISTURE CONTENT AND TO (+95%) OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM 698 (STANDARD PROCTOR). THE UPPER 12" OF FILL SHALL BE COMPACTED TO 98%.
4. STANDARD PROCTOR TESTS (ASTM 698) SHALL BE DONE BY AN INDEPENDENT TESTING LABORATORY EMPLOYED BY THE CONTRACTOR. IN-PLACE DENSITY TESTS SHALL BE PERFORMED ON EACH LIFT TO ENSURE PROPER PLACEMENT OF FILL.
5. CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT FENCE AND OTHER TEMPORARY EROSION CONTROL MEASURES AFTER GRASS IS ESTABLISHED AND STABILIZED.

PLANS PREPARED FOR:

SBA

8051 CONGRESS AVENUE
BOCA RATON, FL 33487
(800) 487-7483

PROJECT INFORMATION:

SITE ID: AZ28431-B
SITE NAME: WHITE ANTELOPE
8454 E. CONCHO HIGHWAY
SNOWFLAKE, AZ 85937
(NAVAJO COUNTY)

PLANS PREPARED BY:

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RALEIGH, NC 27603
OFFICE: (919) 661-6351
www.tepgroup.net

PRELIMINARY
DO NOT USE FOR CONSTRUCTION

REV	DATE	ISSUED FOR:
0	06-17-24	PRELIMINARY

DRAWN BY: SAB | CHECKED BY: DAO

SHEET TITLE:

GENERAL NOTES

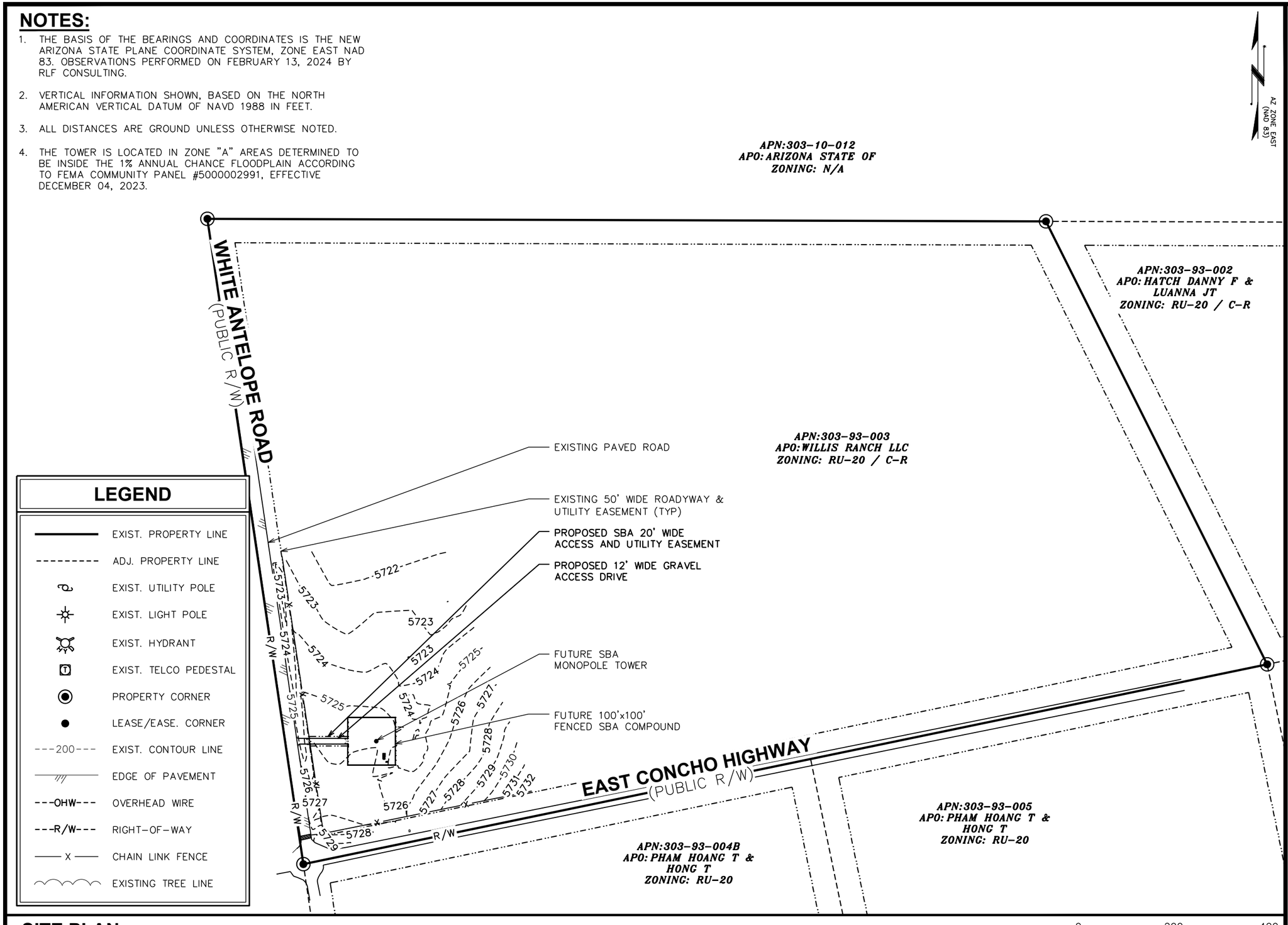
SHEET NUMBER: **N-1**

REVISION: **0**

TEP #: 339435.964554

NOTES:

1. THE BASIS OF THE BEARINGS AND COORDINATES IS THE NEW ARIZONA STATE PLANE COORDINATE SYSTEM, ZONE EAST NAD 83. OBSERVATIONS PERFORMED ON FEBRUARY 13, 2024 BY RLF CONSULTING.
2. VERTICAL INFORMATION SHOWN, BASED ON THE NORTH AMERICAN VERTICAL DATUM OF NAVD 1988 IN FEET.
3. ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED.
4. THE TOWER IS LOCATED IN ZONE "A" AREAS DETERMINED TO BE INSIDE THE 1% ANNUAL CHANCE FLOODPLAIN ACCORDING TO FEMA COMMUNITY PANEL #5000002991, EFFECTIVE DECEMBER 04, 2023.



LEGEND

- EXIST. PROPERTY LINE
- ADJ. PROPERTY LINE
- EXIST. UTILITY POLE
- EXIST. LIGHT POLE
- EXIST. HYDRANT
- EXIST. TELCO PEDESTAL
- PROPERTY CORNER
- LEASE/EASE. CORNER
- ---200--- EXIST. CONTOUR LINE
- EDGE OF PAVEMENT
- ---OHW--- OVERHEAD WIRE
- ---R/W--- RIGHT-OF-WAY
- —— X —— CHAIN LINK FENCE
- EXISTING TREE LINE

SITE PLAN

SCALE: 1" = 200'

0 200 400

SCALE IN FEET

PLANS PREPARED FOR:

SBA

8051 CONGRESS AVENUE
BOCA RATON, FL 33487
(800) 487-7483

PROJECT INFORMATION:

SITE ID: AZ28431-B
SITE NAME: WHITE ANTELOPE
8454 E. CONCHO HIGHWAY
SNOWFLAKE, AZ 85937
(NAVAJO COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603
OFFICE: (919) 661-6351
www.tepgroup.net

PRELIMINARY
DO NOT USE FOR CONSTRUCTION

REV	DATE	ISSUED FOR:
0	06-17-24	PRELIMINARY

DRAWN BY: SAB | CHECKED BY: DAO

SHEET TITLE:

SITE PLAN

SHEET NUMBER: **C-1**

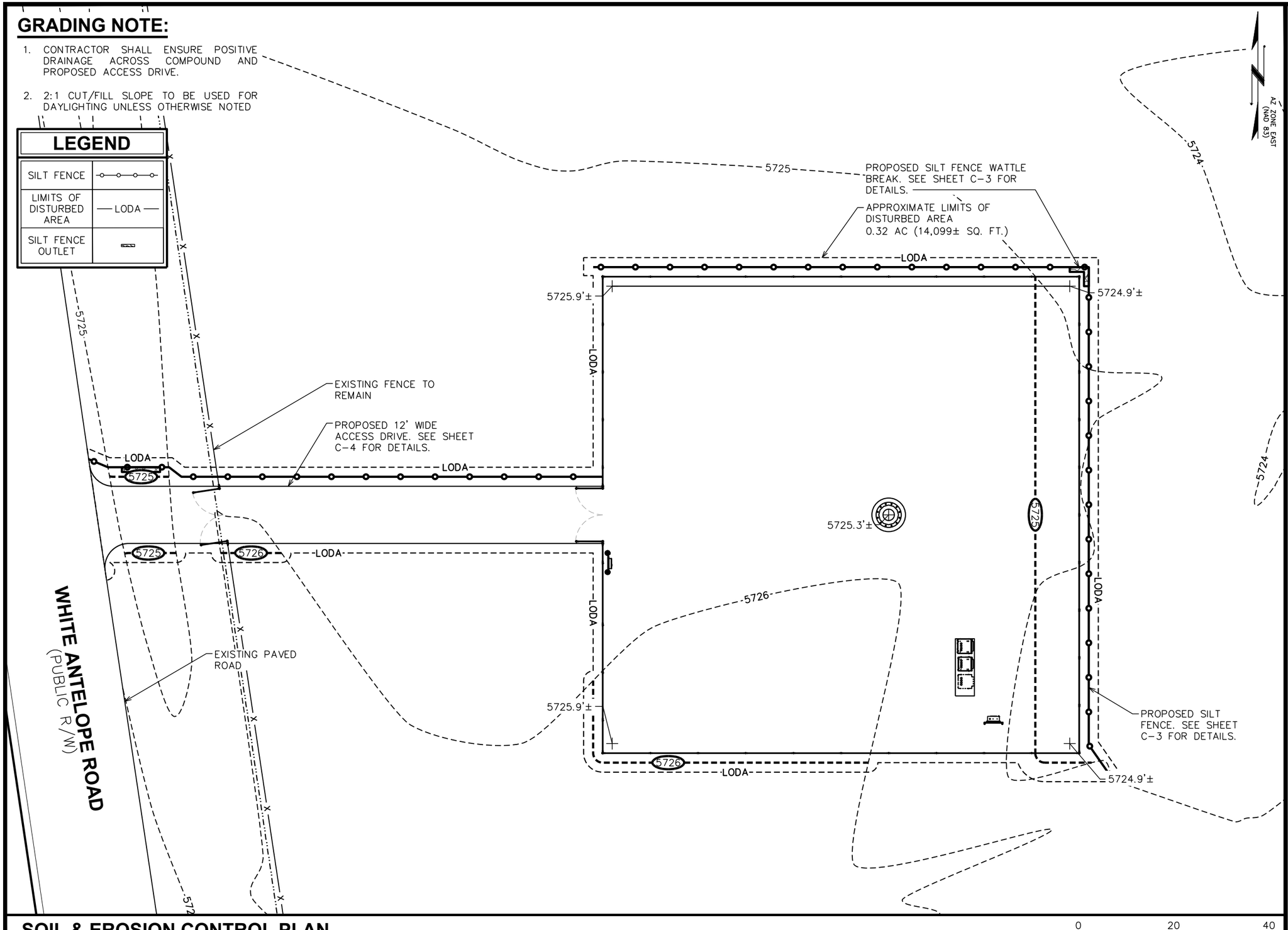
REVISION: **0**

TEP#: 339435.964554

GRADING NOTE:

1. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE ACROSS COMPOUND AND PROPOSED ACCESS DRIVE.
2. 2:1 CUT/FILL SLOPE TO BE USED FOR DAYLIGHTING UNLESS OTHERWISE NOTED

LEGEND	
SILT FENCE	
LIMITS OF DISTURBED AREA	— LODA —
SILT FENCE OUTLET	



SOIL & EROSION CONTROL PLAN

SCALE: 1" = 20'

0 20 40

SCALE IN FEET

PLANS PREPARED FOR:

SBA

8051 CONGRESS AVENUE
BOCA RATON, FL 33487
(800) 487-7483

PROJECT INFORMATION:

SITE ID: AZ28431-B
SITE NAME: WHITE ANTELOPE
8454 E. CONCHO HIGHWAY
SNOWFLAKE, AZ 85937
(NAVAJO COUNTY)

PLANS PREPARED BY:

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326 TRYON ROAD
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PRELIMINARY
DO NOT USE FOR CONSTRUCTION

REV	DATE	ISSUED FOR:
0	06-17-24	PRELIMINARY

DRAWN BY:	SAB	CHECKED BY:	DAO

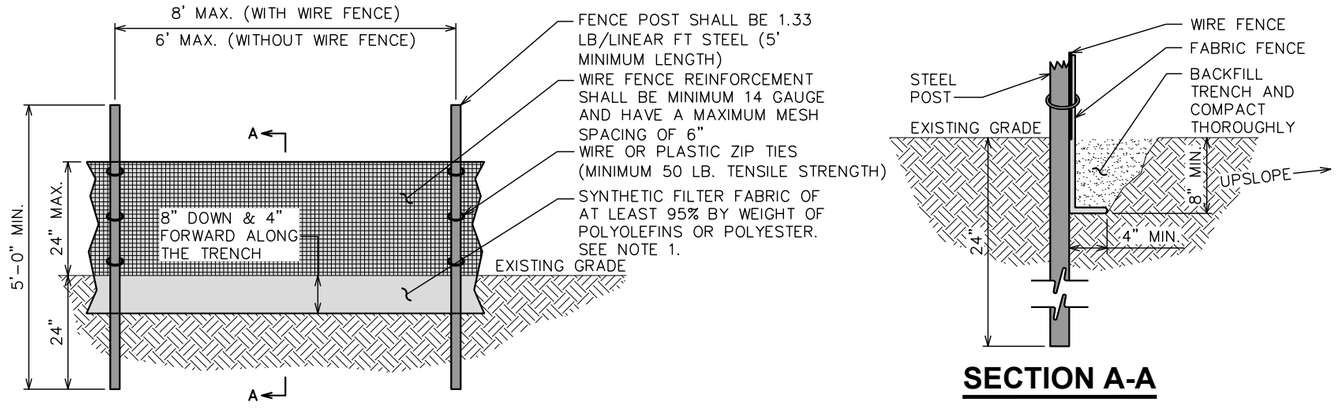
SHEET TITLE:

GRADING & EROSION CONTROL PLAN

SHEET NUMBER:	REVISION:
C-2	0
	TEP #: 339435.964554

NOTES:

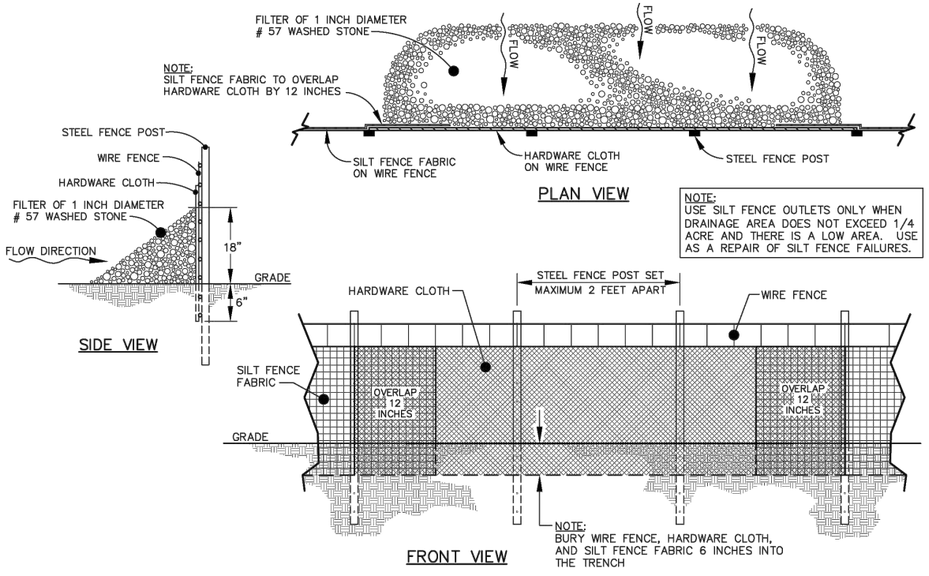
1. FILTER FABRIC SHALL CONFORM TO THE REQUIREMENTS LISTED IN ASTM D 6461.
2. ENDS OF INDIVIDUAL FILTER FABRIC SHALL BE SECURELY FASTENED AT A SUPPORT POST WITH 4 FEET MINIMUM OVERLAP TO THE NEXT POST.
3. PLACE 12 INCHES OF FABRIC ALONG THE BOTTOM AND SIDE OF THE TRENCH.
4. INSPECT SEDIMENT FENCE(S) AT LEAST ONCE A WEEK AND AFTER EACH RAINFALL.
5. REMOVE SEDIMENT DEPOSITS AS NECESSARY TO PROVIDE ADEQUATE STORAGE VOLUME FOR THE NEXT RAIN AND TO REDUCE PRESSURE ON THE FENCE.
6. AFTER CONSTRUCTION IS COMPLETE, THE CONTRACTOR SHALL REMOVE ALL FENCING MATERIALS AND UNSTABLE SEDIMENT DEPOSITS, BRING THE AREA TO GRADE AND PROPERLY STABILIZE THE SITE.



SILT FENCE DETAIL

SCALE: N.T.S.

SECTION A-A



STANDARD SILT FENCE OUTLET DETAIL

SCALE: N.T.S.

PLANS PREPARED FOR:

SBA

8051 CONGRESS AVENUE
BOCA RATON, FL 33487
(800) 487-7483

PROJECT INFORMATION:

SITE ID: AZ28431-B
SITE NAME: WHITE ANTELOPE
8454 E. CONCHO HIGHWAY
SNOWFLAKE, AZ 85937
(NAVAJO COUNTY)

PLANS PREPARED BY:

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PRELIMINARY
DO NOT USE FOR CONSTRUCTION

REV	DATE	ISSUED FOR:
0	06-17-24	PRELIMINARY

DRAWN BY: SAB | CHECKED BY: DAO

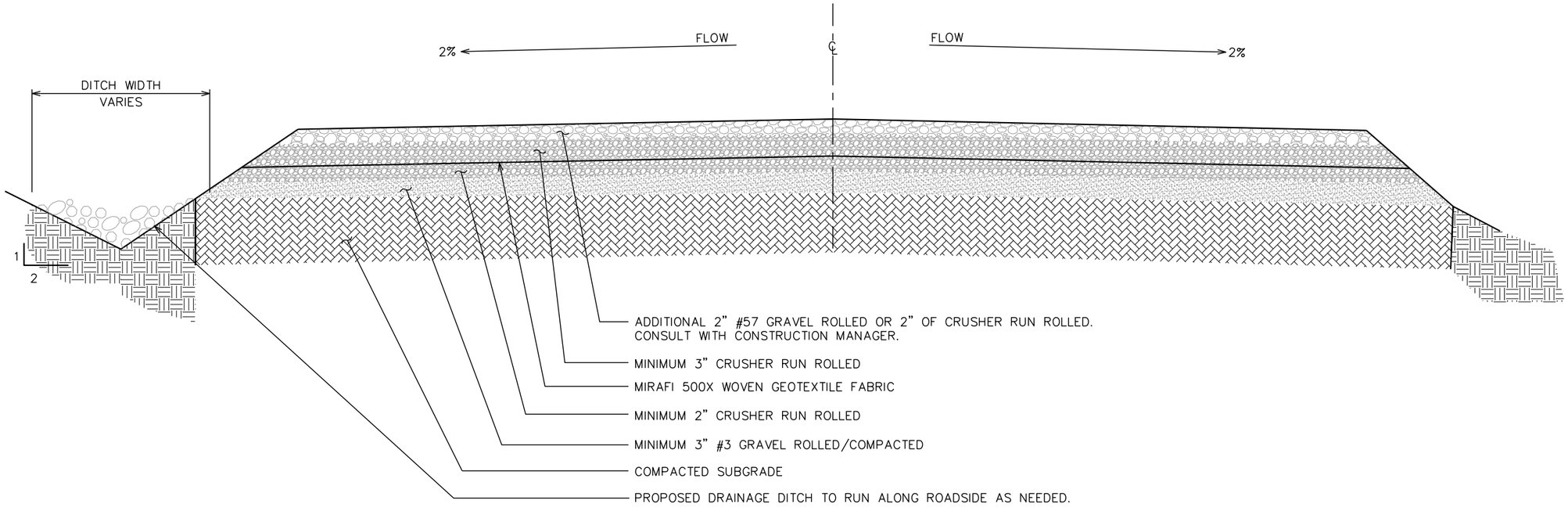
SHEET TITLE:

SILT FENCE DETAILS

SHEET NUMBER: **C-3**

REVISION: **0**

TEP #: 339435.964554



STANDARD ROAD SECTION

SCALE: N.T.S.

PLANS PREPARED FOR:

SBA

8051 CONGRESS AVENUE
BOCA RATON, FL 33487
(800) 487-7483

PROJECT INFORMATION:

SITE ID: AZ28431-B
SITE NAME: WHITE ANTELOPE
8454 E. CONCHO HIGHWAY
SNOWFLAKE, AZ 85937
(NAVAJO COUNTY)

PLANS PREPARED BY:

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326 TRYON ROAD
RALEIGH, NC 27603
OFFICE: (919) 661-6351
www.tepgroup.net

PRELIMINARY
DO NOT USE FOR CONSTRUCTION

REV	DATE	ISSUED FOR:
0	06-17-24	PRELIMINARY

DRAWN BY: SAB | CHECKED BY: DAO

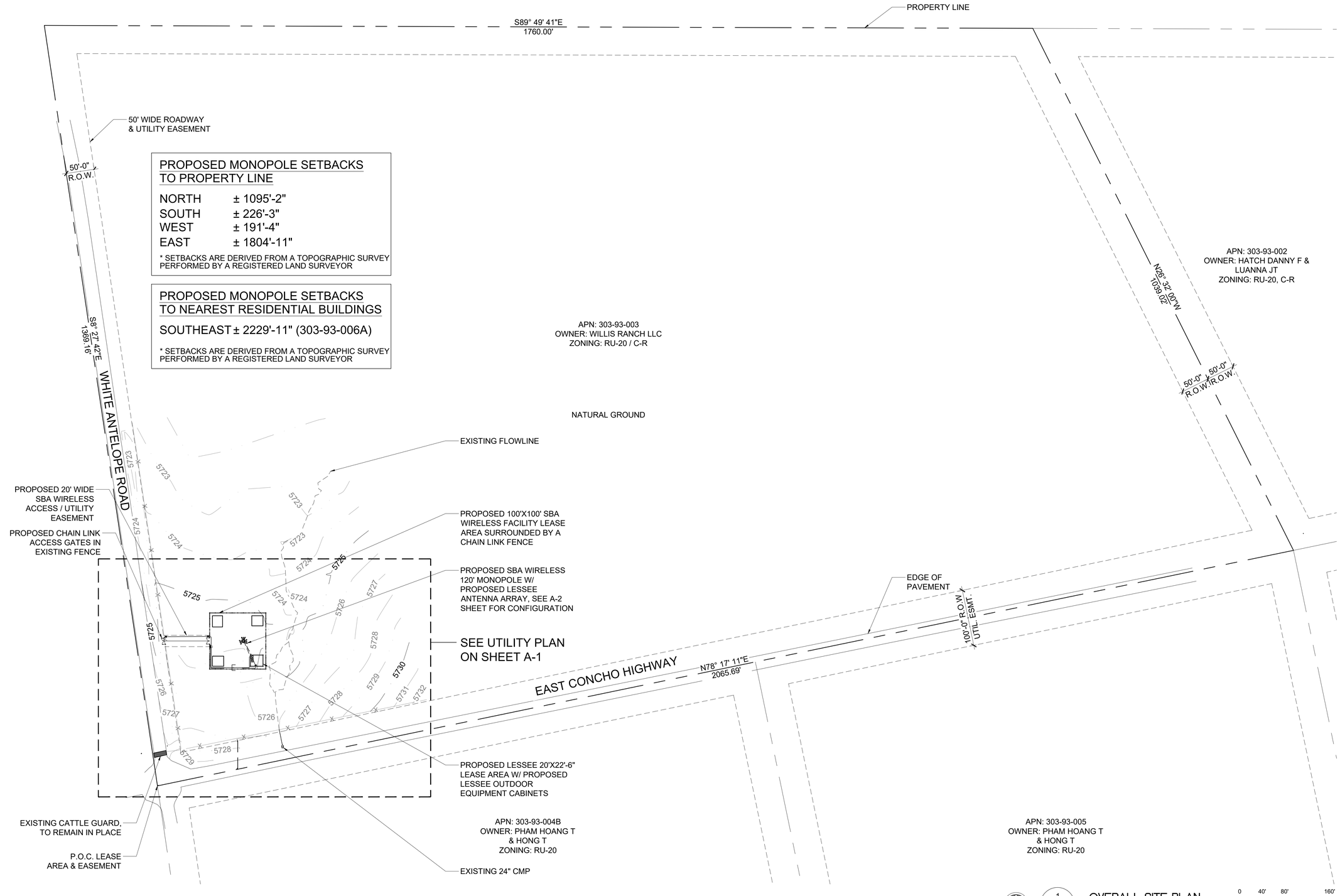
SHEET TITLE:

ACCESS ROAD DETAILS

SHEET NUMBER: **C-4**

REVISION: **0**

TEP #: 339435.964554



CLIENT

SBA

SBA TOWERS X, LLC
5900 BROKEN SOUND PARKWAY, NW
BOCA RATON, FLORIDA, 33487
PHONE: 1-800-487-7483

PLANS PREPARED BY

young design corp
architecture / project management
10245 E. Via Linda, Scottsdale, AZ 85258
ph: 480 451 9609 fax: 480 451 9608
e mail: corporate@ydcoffice.com

CARRIER

verizon

6955 W. MORELOS PL.
CHANDLER, AZ 85226

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19382
RONALD C. YOUNG
6/26/24
Registered
ARIZONA U.S.A.

EXP. 12/31/25

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NO.	DATE	DESCRIPTION
1	05/06/2024	PRELIM ZD'S
2	06/19/2024	G & D PLAN INCLUDED
3	06/26/2024	REV OVERALL POLE HEIGHT

ARCHITECTS JOB NO.

YDC-10935

PROJECT INFORMATION

WHITE ANTELOPE
AZ28431-B

8301-8517 E. CONCHO HIGHWAY
SNOWFLAKE, AZ 85937

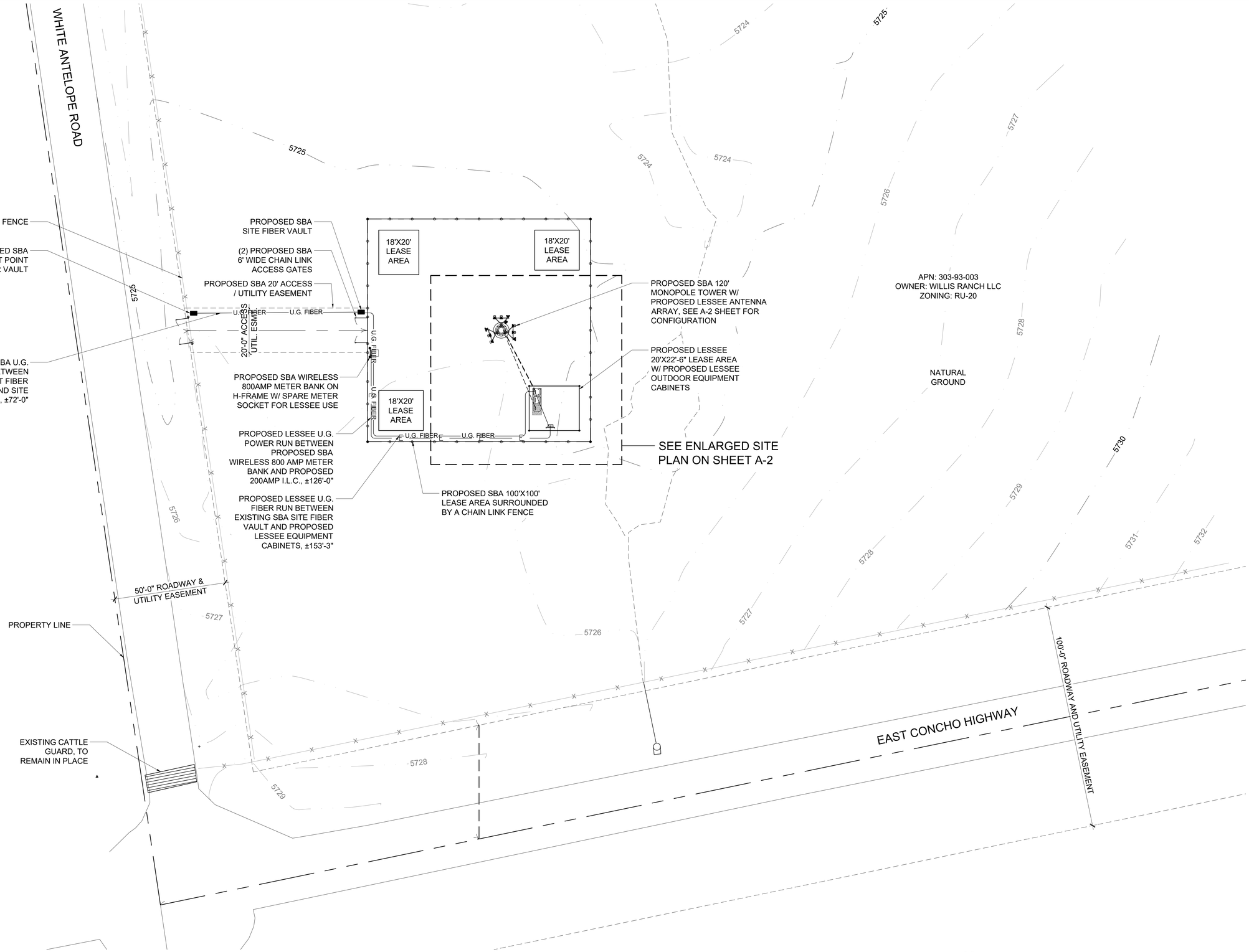
SHEET TITLE

OVERALL SITE PLAN

JURISDICTION APPROVAL

SHEET NUMBER

A-0



NORTH

1 / A-1 UTILITY PLAN

SCALE: 1" = 20'-0"

0 10' 20' 40'

SCALE: 1" = 20'-0"

CLIENT

SBA

SBA TOWERS X, LLC
5900 BROKEN SOUND PARKWAY, NW
BOCA RATON, FLORIDA, 33487
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ARCHITECTS JOB NO.

YDC-10935

PROJECT INFORMATION

WHITE ANTELOPE

AZ28431-B

8301-8517 E. CONCHO HIGHWAY
SNOWFLAKE, AZ 85937

SHEET TITLE

UTILITY PLAN

JURISDICTION APPROVAL

SHEET NUMBER

A-1

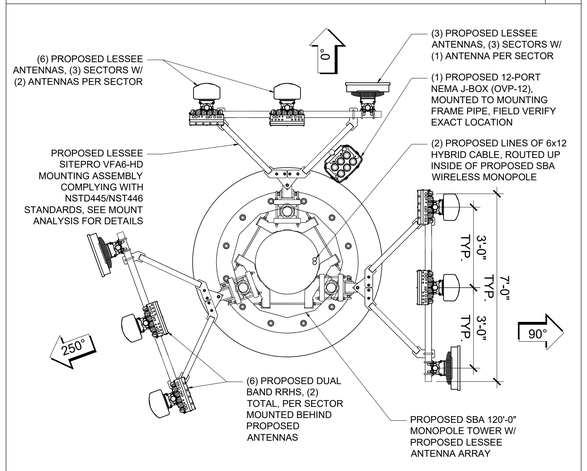
COAXIAL CABLE TABLE					
SECTOR	AZIMUTH	CTRLINE	NO.	SIZE	TYPE
ALPHA	0°	119'-0"	-	-	-
BETA	90°	119'-0"	-	-	-
GAMMA	250°	119'-0"	-	-	-
-	-	-	2	1 5/8"	6X12 HYBRID CABLE

NOTE:
ALL AZIMUTHS ARE SHOWN RELATIVE TO TRUE NORTH, UNLESS NOTED OTHERWISE

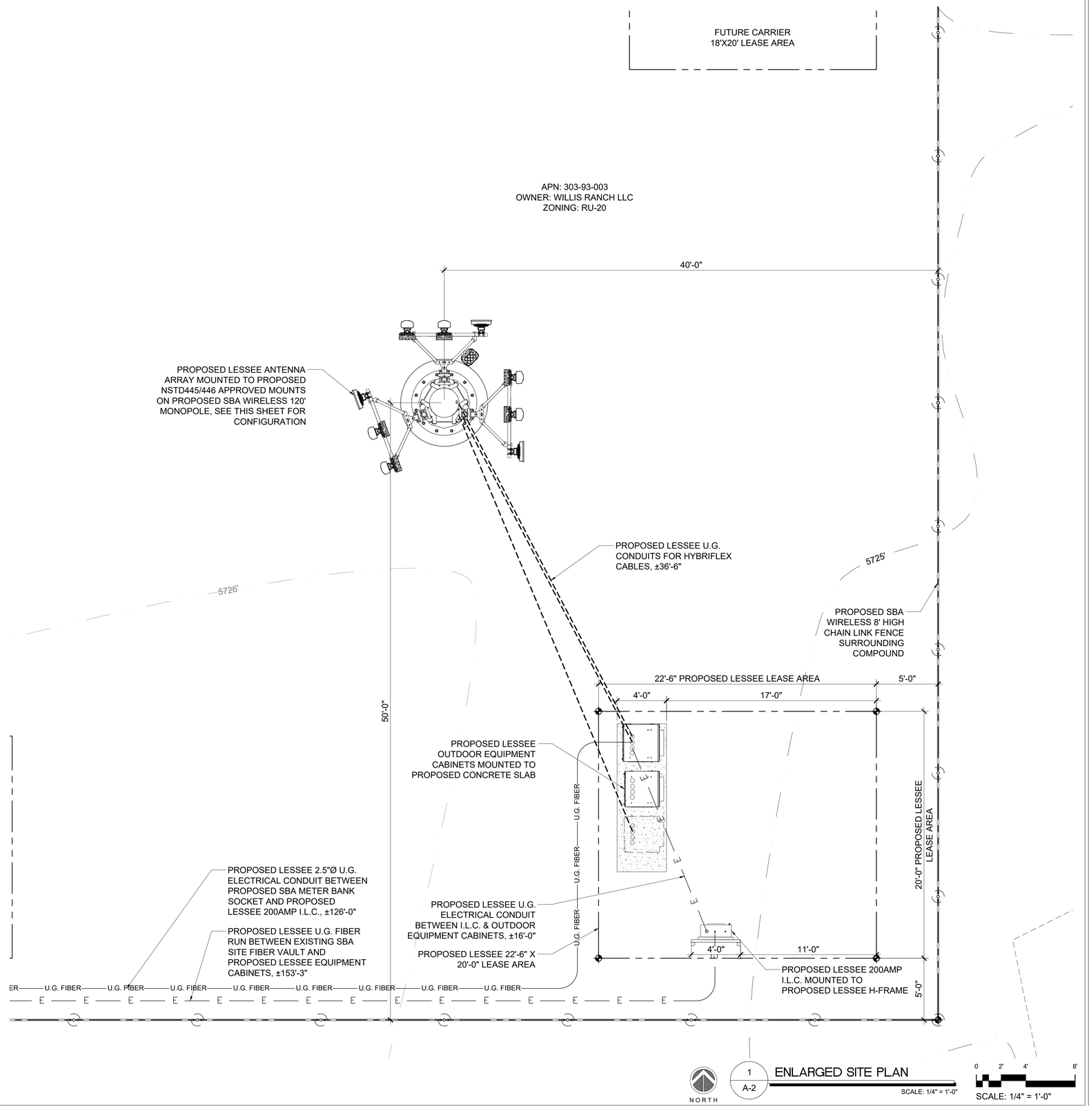
*IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO VERIFY AZIMUTHS DEPICTED HEREIN WITH RF DEPARTMENT PRIOR TO INSTALLING ANTENNAS.

COAX CABLE INFORMATION | 4

NOT USED | 3



ANTENNA CONFIGURATION @ 119' | 2



CLIENT

SBA

SBA TOWERS X, LLC
5900 BROKEN SOUND PARKWAY, NW
BOCA RATON, FLORIDA, 33487
PHONE: 1-800-487-7483

PLANS PREPARED BY

young design corp
architecture / project management
10245 E. Via Linda, Scottsdale, AZ 85258
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3	06/26/2024	REV OVERALL POLE HEIGHT

ARCHITECTS JOB NO.
YDC-10935

PROJECT INFORMATION

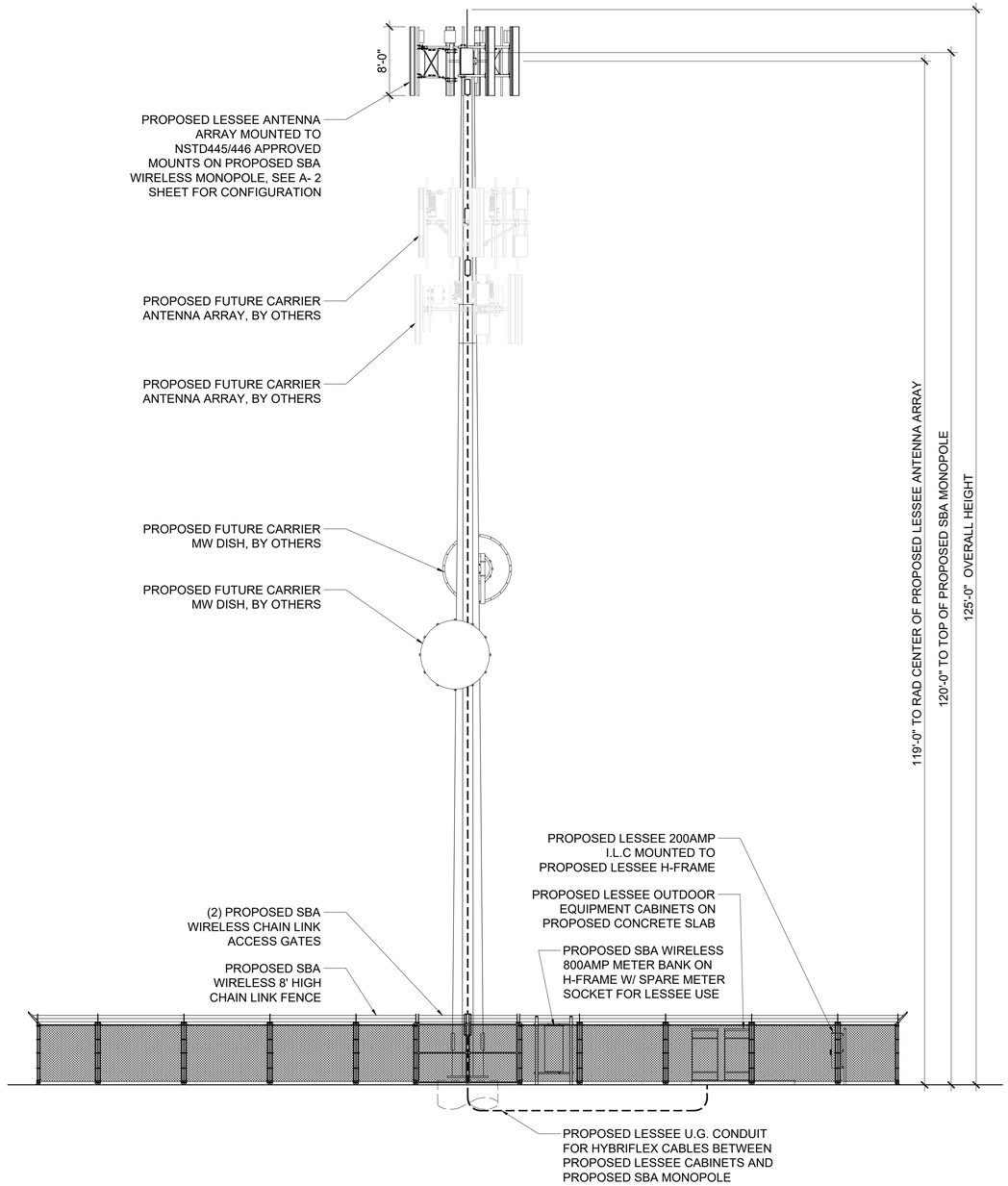
WHITE ANTELOPE
AZ28431-B

8301-8517 E. CONCHO HIGHWAY
SNOWFLAKE, AZ 85937

SHEET TITLE
ENLARGED SITE PLAN

JURISDICTION APPROVAL

SHEET NUMBER
A-2

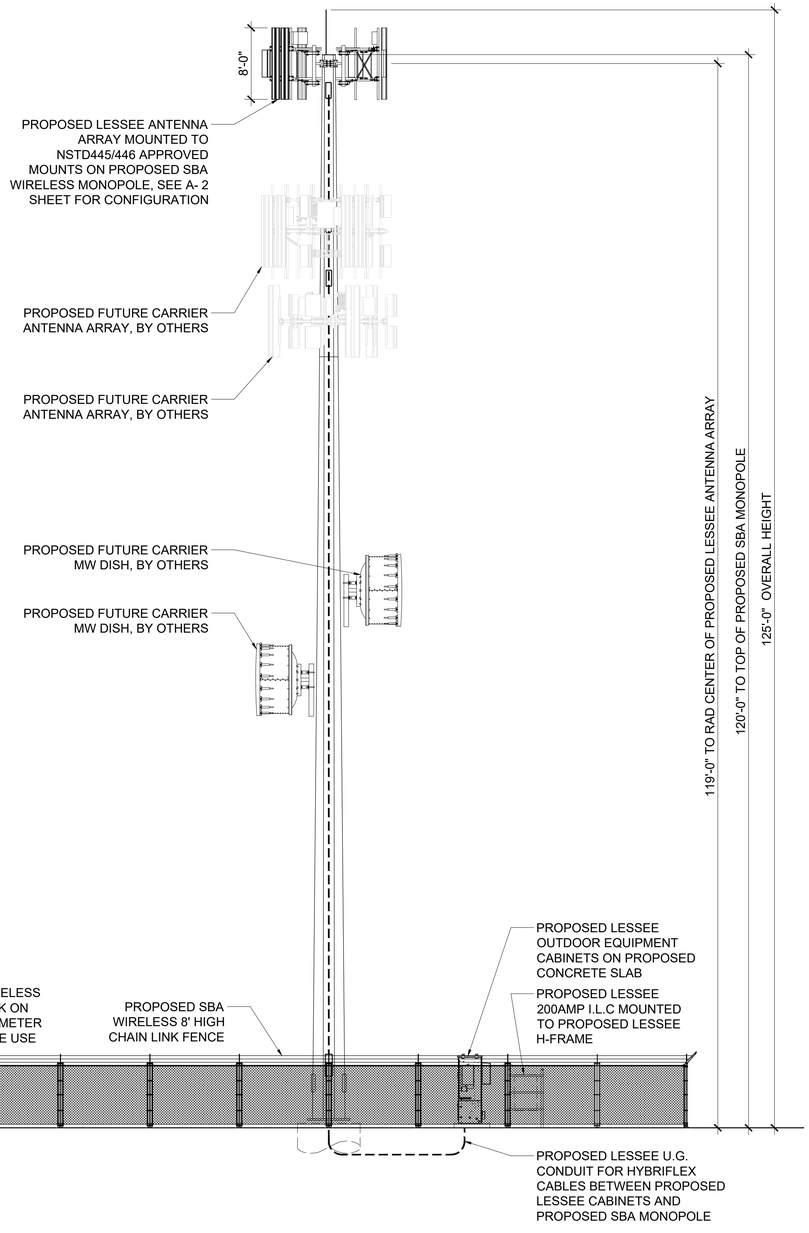


2 A-3 WEST ELEVATION

SCALE: 1/8" = 1'-0"

0 4' 8' 16'

SCALE: 1/8" = 1'-0"



1 A-3 SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

0 4' 8' 16'

SCALE: 1/8" = 1'-0"

CLIENT

SBA

SBA TOWERS X, LLC
5900 BROKEN SOUND PARKWAY, NW
BOCA RATON, FLORIDA, 33487
PHONE: 1-800-487-7483

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ARCHITECTS JOB NO.

YDC-10935

PROJECT INFORMATION

WHITE ANTELOPE

AZ28431-B

8301-8517 E. CONCHO HIGHWAY
SNOWFLAKE, AZ 85937

SHEET TITLE

ELEVATIONS

JURISDICTION APPROVAL

SHEET NUMBER

A-3

young design corp
architecture project management

PHOTOGRAPHIC SIMULATION

SBA

SITE LOCATION MAP

SITE NAME:	WHITE ANTELOPE AZ28431-B
SITE LOCATION:	8301-8517 E. CONCHO HW SNOWFLAKE, AZ 85937
DATE:	5/20/2024
APPLICANT:	SBA
CONTACT:	REG DESTREE 602-349-6930

2018 GOOGLE MAPS

The included Photograph Simulation(s) are intended for visual representations only. They are not to be used for Construction purposes. The materials represented within the included Photographic Simulation(s) are subject to change.

EXISTING VIEW 1

young design corp
architecture project management

PROPOSED VIEW 1

young design corp
architecture project management

2022-00159
Page 1 of 3
Requested By: Lamar Willis
Navajo County Recorder - Michael Sample
01-04-2022 10:18 AM Recording Fee $30.00

When recorded mail to
Willis Ranch, LLC
381 S. 1st. Street East
Snowflake, Arizona 85937

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations, HNZ Holding, LLC, a Delaware limited liability company, hereafter called the Grantor, hereby conveys to Willis Ranch, LLC, hereafter called the Grantee, the following real property situated in Navajo County, Arizona, together with all rights and privileges appurtenant thereto, to wit:

See Exhibit A attached hereto and made part hereof (the "Property")

Subject to current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

Grantee by its acceptance hereof acknowledges that Grantor has not made and does not make any representations, warranties or covenants, express or implied, concerning the value, physical condition or any other matter affecting or related to the Property or any improvements thereon (other than warranties of title as expressly provided and limited herein). By its acceptance hereof, Grantee expressly agrees that, to the maximum extent permitted by law, the Property and any improvements comprising a portion thereof are conveyed "AS IS" AND "WITH ALL FAULTS, LATENT AND OBVIOUS", and Grantor expressly disclaims, and by its acceptance hereof, Grantee acknowledges and accepts that Grantor has disclaimed, any and all representations, warranties or guarantees of any kind, oral or written, express or implied (except as to title as herein expressly provided and limited) concerning the Property.

And the Grantor binds itself and its successors to warrant the title as against its acts and none other, subject to the matters above set forth.

DATED October 15, 2021

HNZ HOLDING, LLC,
a Delaware limited liability company

By: _____
Todd Watson, authorized representative

State of TEXAS}
County of DALLAS} } ss.

The foregoing instrument was acknowledged before me this 15th day of October, 2021 by HNZ HOLDING, LLC, a Delaware Limited Liability Company, by Todd Watson, authorized representative.

ALMA MOSLEY
ID # 1108460-3
Notary Public, State of Texas
My Commission Expires
04/15/2022

_____
NOTARY PUBLIC
My commission expires:

EXHIBIT "A"

PARCEL 1 (APN 404-97-080 & 404-97-098)

Tracts 80 and 98 WOODRIDGE RANCH UNIT III, according to Book 5 of Land Surveys, Pages 2-4 records of Navajo County, Arizona

EXCEPTING all rights for rock quarry, aggregate, minerals, oils, coals, gas, helium, uranium, potash, any hydro-carbon substance and any other minerals, including surface access rights for exploration and development.

PARCEL 2 (404-97-131)

Tract 131 WOODRIDGE RANCH UNIT IV, according to Book 5 of Land Surveys, Pages 10-12 records of Navajo County, Arizona

EXCEPTING all rights for rock quarry, aggregate, minerals, oils, coals, gas, helium, uranium, potash, any hydro-carbon substance and any other minerals, including surface access rights for exploration and development.

PARCEL 3 (303-18-575A)

The Exception Parcel of Tract 575 of WOODRIDGE RANCH UINT XIII, according to Book 13 of Land Surveys, Pages 92-96, records of Navajo County, Arizona, in Section 31, T14N, R22E, of the Gila and Salt River Baseline & Meridian, Navajo County, Arizona.

EXCEPTING all rights for rock quarry, aggregate, minerals, oils, coals, gas, helium, uranium, potash, any hydro-carbon substance and any other minerals, including surface access rights for exploration and development.

PARCEL 4 (303-18-576A)

The Exception Parcel of Tract 576 of WOODRIDGE RANCH UINT XIII, according to Book 13 of Land Surveys, Pages 92-96, records of Navajo County, Arizona, in Section 31, T14N, R22E, of the Gila and Salt River Baseline & Meridian, Navajo County, Arizona.

EXCEPTING all rights for rock quarry, aggregate, minerals, oils, coals, gas, helium, uranium, potash, any hydro-carbon substance and any other minerals, including surface access rights for exploration and development.

PARCEL 5 (303-93-015A)

Ranch of the White Mountains, Unit 24, Exception to Lot 723 Navajo County, Arizona.

EXCEPTING all rights for rock quarry, aggregate, minerals, oils, coals, gas, helium, uranium, potash, any hydro-carbon substance and any other minerals, including surface access rights for exploration and development.

EXHIBIT "A" (continued)

PARCEL 6 (303-93-003)

Ranch of the White Mountains, Unit 8, Lot 246, Navajo County, Arizona.

EXCEPTING all rights for rock quarry, aggregate, minerals, oils, coals, gas, helium, uranium, potash, any hydro-carbon substance and any other minerals, including surface access rights for exploration and development.

OPTION & LAND LEASE

This Option and Land Lease, hereinafter referred to as "Lease", is made the last day executed below by and between **WILLIS RANCH, LLC,** an Arizona limited liability company, having an address of 205 E. Larson, Snowflake, Arizona 85937, hereinafter referred to as "Lessor", and **SBA TOWERS X, LLC,** a Delaware limited liability company, having an office at 8051 Congress Avenue, Boca Raton, Florida 33487-1307, hereinafter referred to as "Lessee."

1. The Option.

(a) For the sum of [redacted] (the "Option Fee"), to be paid to Lessor by Lessee upon execution of this Lease and other good and valuable consideration, Lessor hereby grants to Lessee the exclusive and irrevocable option for one (1) year from the date hereof (the "Initial Option Period"), to lease the Leased Space (as defined below) on the terms and conditions set forth below (the "Option"). The Option may be extended for an additional one (1) year period upon written notification to Lessor by Lessee accompanied by the payment of an additional [redacted] (the "Additional Option Fee"), delivered to Lessor prior to the end of the Initial Option Period. The Initial Option Period, as it may be extended, is referred to herein as the "Option Period."

(b) In the event the Additional Option Fee is not made and/or written notice not delivered by the due date for the same, then the Option will terminate and this Lease will terminate and Lessor will be entitled to retain all previously paid sums as full payment for the Option granted hereunder. However, if Lessor accepts any Additional Option Fee, Rent (as defined below), and/or written notice after the due date for the same, then Lessee's failure to make timely payment of the additional fee will be deemed waived and this Lease will be reinstated. Upon Lessee's exercise of the Option, Lessee shall be entitled to a credit for all Option Fees paid against Rent due under this Lease.

(c) During the Option Period, Lessee shall have the right to enter the Premises (as defined below) to conduct tests and studies, at Lessee's expense, to determine the suitability of the Leased Space for Lessee's intended use. The tests may include, without limitation, surveys, soil tests, environmental assessments and radio wave propagation measurements.

(d) Lessee may exercise the Option by delivery of written notice to Lessor in accordance with the Notice provision specified herein. Upon Lessee's exercise of the Option, the Initial Term (as defined below) shall commence.

2. Leased Space and Premises. Upon Lessee's exercise of the Option, Lessor shall lease, and hereby leases, to Lessee approximately 10,000 (100' x 100') square feet of space as depicted in Exhibit A attached hereto (the "Leased Space") within the property commonly known as 8454 Concho Highway, Town of Snowflake, County of Navajo, State of Arizona 85937, Property Parcel ID: 303-93-003 with the legal description set forth in Exhibit B attached hereto ("Premises"). Lessor also hereby grants to Lessee the right to survey the Leased Space at Lessee's cost. The Leased Space legal and access and utility easement set forth in the survey will replace Exhibit A as soon as it becomes available. In the event of any discrepancy between the description of the Leased Space contained herein and the survey, the survey will control. The Leased Space will be used to construct, support and operate (i) wireless communications facilities, including, but not limited to, communications towers or poles, antennas, cables, fiber, backhaul, hand holes, radios, batteries or any other energy storage equipment, generators, cabinets, prefabricated buildings, fences, posts, power connections that are necessary at the Lessee's discretion, and related structures and improvements (collectively, the "Structures"), including the uses as permitted and described in Section 11 of this Lease; (ii) data center facilities; (iii) solar panels; (iv) other forms of power or energy generation and storage; (v) any other commercial use that the Lessee or its subsidiaries or associated companies would like to develop according to their current or future corporate purpose; and (vi) any other use that has the prior written consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed. In the event Lessee chooses to erect a guyed tower, Lessor hereby grants appurtenant easements to Lessee (i) in, over and across the Premises for the purpose of anchoring, mounting and replacing the guy wires extending from Lessee's tower on the Leased Space, and (ii) in, over and across that portion of the Premises lying within twenty (20) feet from each guy wire anchor and from both sides of every guy wire for the purpose of maintaining and repairing such guy anchors and wires together with the right to clear all trees, undergrowth or other obstructions and to trim, cut and keep trimmed and cut all tree limbs, undergrowth, or other obstructions which may, in the reasonable opinion of Lessee, interfere with or fall upon Lessee's tower, any of the tower's guy anchors and wires or any of Lessee's other improvements on the Leased Space.

3. Term. The initial term of this Lease will be five (5) years (the "Initial Term") from the "Commencement Date" specified below (in no event shall this date be earlier than the date on which Lessee exercises the Option) and shall automatically renew for up to nine (9) additional terms of five (5) years each (each a "Renewal Term", collectively with the Initial Term referred to hereinafter as the "Term") unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding Renewal Term.

4. Rent. The rent for the Initial Term of this Lease will be [redacted] (the "Rent"), paid monthly in advance, which Lessee will pay to Lessor at the place as Lessor will designate to Lessee in writing. If the Initial Term or any Renewal Term does not begin on the first day or end on the last day of a month, the Rent for that partial month will be prorated by multiplying the monthly Rent by a fraction, the numerator of which is the number of days of the partial month included in the Initial Term or Renewal Term and the denominator of which is the total number of days in the full calendar month. Beginning with the second (2nd) year of this Lease and every year thereafter, the then current monthly rental fee will be increased by [redacted] Each such year shall commence on the corresponding anniversary of the Commencement Date (as defined below). Lessee is entitled to withhold payment of Rent until such time as Lessee receives a completed W-9 form from Lessor, setting forth the Federal tax identification number of Lessor or the person or entity to whom the Rent checks are to be made payable as directed in writing by Lessor. The parties acknowledge and agree that the foregoing is a reasonable requirement in order to allow Lessee to comply with applicable legal requirements.

5. Ingress and Egress. Lessor hereby grants to Lessee easements (the "Easements") for ingress, egress, regress and parking of vehicles (including trucks and heavy machinery) over the Premises adjacent to the Leased Space for construction, operation and maintenance of the Structures and other improvements on the Leased Space, and for installation, construction, operation and maintenance of underground and above ground electric, water, gas, sewer, telephone, telegraph, fiber, hand holes and vaults, data transmission, and power lines, in connection with its use of the Leased Space. The term of these

Easements will commence upon exercise of the Option and will continue until the last to occur of (i) expiration of the Initial Term or Renewal Term, or (ii) removal by Lessee of all of the Structures and any other of Lessee's improvements and property from the Leased Space after expiration of the Initial Term or Renewal Term. The location and configuration of the Easements will be agreed upon by the parties within ten (10) business days after the latter of Lessee's exercise of the Option, or Lessee's approval of the survey. The Easements shall be included in any recorded Memorandum (as hereinafter defined) of this Lease. In addition, at Lessee's request and expense, these Easements will be set forth in a separate easement agreement (the "Easement Agreement") which Lessor and Lessee agree to execute and which Lessee will have recorded as an encumbrance on the property of Lessor. In all events, the Easements and this Lease shall be binding upon all subsequent owners, successors and assigns of the Premises.

Lessee agrees that Lessor may, at Lessor's expense, relocate the above described Easements to another comparable location on the Premises provided that: (a) Lessee receives no less than sixty (60) days prior written notice thereof; (b) Lessee approves the proposed new location of the easements, which approval will not be unreasonably withheld or delayed; (c) Lessee's access and beneficial use and enjoyment of the Leased Space is not interrupted, obstructed or materially affected; and (d) the utility services to the Leased Space are not interrupted.

6. Title and Quiet Possession. Lessor represents and covenants that Lessor owns the Leased Space and the Premises (including the property that is subject to the Easements) in fee simple terms, free and clear of all liens, encumbrances and restrictions of every kind and nature, except for those as set forth below:

Name of Lien holder	Type of Lien
N/A	

Lessor represents and warrants that there are no matters affecting title that would prohibit, restrict or impair the leasing of the Leased Space, use or occupancy thereof, or the granting of the Easements in accordance with the terms and conditions of this Lease. Lessor represents and warrants to Lessee that Lessor has the full right, power and authority to enter into this Lease and that Lessee will have quiet and peaceful possession of the Leased Space and the Easements throughout the Term.

7. Subordination, Non-disturbance and Attornment.

(a) Lessee agrees that this Lease will be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Leased Space and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust; provided that, the holder of any such instrument agrees in writing that Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease and Lessee's obligation to perform the duties and obligations will not be in any way increased or its rights diminished by the provisions of this paragraph. Lessee agrees to attorn to the mortgagee, trustee, or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that, Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease. Lessee's obligations hereunder are conditioned upon receipt by Lessee, within ten (10) business days after Lessee's notice of its intent to exercise the Option, or within ten (10) business days after the date of creation of any future mortgages or deeds of trust, of a Subordination, Non-disturbance and Attornment Agreement in form reasonably acceptable to Lessee, from any holder of a mortgage, deed to secure debt, or deed of trust to which this Lease is, or will become, subordinate.

(b) Secured Parties. Lessee may from time to time grant to certain lenders selected by Lessee and its affiliates (the "Lenders") a lien on and security interest in Lessee's interest in this Lease and all assets and personal property of Lessee located on the Leased Space (the "Personal Property") as collateral security for the repayment of any indebtedness to the Lenders. Lessor hereby agrees to subordinate any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for rent, Lessor may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favor of the Lenders, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of Lessor's assets. Should Lender exercise any rights of Lessee under this Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in this Lease, Lessor agrees to accept such exercise of rights by Lenders as if same had been exercised by Lessee, and Lessor, by signing below, confirms its agreement with this provision. If there shall be a monetary default by Lessee under this Lease, Lessor shall accept the cure thereof by Lenders within fifteen (15) days after the expiration of any grace period provided to Lessee under this Lease to cure such default, prior to terminating the Lease. If there shall be a non-monetary default by Lessee under this Lease, Lessor shall accept the cure thereof by Lenders within thirty (30) days after the expiration of any grace period provided to Lessee under this Lease to cure such default, prior to terminating this Lease. This Lease may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lenders' interest therein or surrendered, terminated or cancelled, without the prior written consent of Lenders. If this Lease is terminated as a result of a Lessee default or is rejected in any bankruptcy proceeding, Lessor will enter into a new lease with Lenders or their designee on the same terms as this Lease within fifteen (15) days of Lenders' request made within thirty (30) days of notice of such termination or rejection, provided Lenders pay all past due amounts under this Lease. The foregoing is not applicable to normal expirations of the term of this Lease. In the event Lessor gives Lessee any notice of default under the terms of this Lease, Lessor shall simultaneously give a copy of such notice to Lender at an address to be supplied by Lessee. Lessee shall have the right to record a memorandum of the terms of this paragraph.

8. Governmental Approvals and Compliance. During the Term, Lessee will make reasonable efforts to comply with all applicable laws affecting Lessee's use or occupancy of the Leased Space, the breach of which might result in a penalty on Lessor or forfeiture of Lessor's title to the Leased Space. Lessee will not commit, or suffer to be committed, any waste on the Leased Space. During the Option Period and the Term Lessor agrees to fully cooperate with Lessee in order to obtain the necessary permits for construction and use of the Leased Space and its Structures and other improvements (including any modification(s) to the tower, other improvements or Leased Space or the addition(s) of equipment or sublessees to the tower, other improvements or Leased Space), including, but not limited to, zoning approvals/permits and building permits. Lessor further agrees during the Option Period and the Term, not to take any

action that may adversely affect Lessee's ability to obtain all of the necessary permits required for construction of the Structures and other improvements. Lessee will obtain any necessary governmental licenses or authorizations required for the construction and use of Lessee's intended Structures and other improvements on the Leased Space and will furnish copies of same to Lessor as same are issued. If and to the extent Lessee is at any time required to landscape or provide screening around the outside of the tower or Leased Space, Lessor hereby grants Lessee an easement ten (10) feet in width around the perimeter of and adjacent to the Leased Space in order to comply with such landscaping or screening requirements.

9. Assignment and Subleasing. Lessee may sublet all or part of the Leased Space or may assign or transfer this Lease in whole or in part without Lessor's consent. Upon such assignment, Lessee shall be relieved of all liabilities and obligations under this Lease. Lessor may not assign the Rent or this Lease or any rights hereunder, or grant any interest in any portion of the Premises, except in connection with conveyance of fee simple title to the Premises, without the prior written consent of Lessee, in Lessee's sole and absolute discretion. If Lessor enters into any arrangement to separate the equitable or financial benefit of this Lease, the Rent or any rights hereunder from the fee simple ownership of the Premises, the Rent shall be automatically reduced to One Dollar ($1.00) per year. In the event that Lessee from time to time subleases all or a portion of the Leased Space or as otherwise reasonably required by Lessee for work at the Leased Space, Lessor hereby grants to Lessee a temporary construction easement over such portion of the Premises as is reasonably necessary for such work. Following the completion of such work, Lessee shall, at Lessee's sole cost and expense, promptly repair any damage to the temporary easement area arising from Lessee's use thereof.

10. Notices. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Lease will be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and will be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Lessor:	Lamar Willis 205 E. Larson Lane Snowflake, AZ 85937 [redacted]
Rent Payable to:	Willis Ranch, LLC
To Lessee:	SBA TOWERS X, LLC 8051 Congress Avenue Boca Raton, FL 33487-1307 RE: AZ28431-B/White Antelope Attn: Site Administration Phone # - (561) 995-7670

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by the party as above provided. Simultaneously with any notice of default given to Lessee under the terms of this Lease, Lessor shall deliver a copy of such notice to Lender at an address to be provided by Lessee.

11. Lessee Improvements. Lessee has the right, at its sole discretion and expense, to make the improvements on the Leased Space as it may deem necessary or appropriate, including, but not limited to, any improvements necessary for the construction and operation of the Structures. Lessee will be responsible for the cost of any site preparation work necessary to prepare the Leased Space to support the Structures and other improvements. All of Lessee's improvements, including, but not limited to, the Structures and any other improvements, will remain the property of Lessee. The Structures and other improvements may be used for the transmission, reception and relay of communication signals and/or data, including, without limitation, radio frequency signals, power or energy generation and storage, and other uses deemed appropriate by Lessee. Upon termination of this Lease, Lessee will, to the extent reasonable, restore the Leased Space to its original condition at the commencement of this Lease, except for ordinary wear and tear and damages by the elements or damages over which Lessee had no control. Lessee and Lessor agree that it will not be reasonable to require Lessee to remove any improvements contemplated hereunder which are permanent in nature, including but not limited to foundations, footings, concrete, paving, gravel, vegetation and utilities.

Lessee shall not be required to replace any trees or other vegetation that were removed from the Leased Space, the Easements or the Premises during the construction, installation or maintenance of the Structures or any other improvements.

12. Insurance. Lessor - Lessor, at all times during the Term of this Lease, will maintain in full force a comprehensive public liability insurance policy covering all of their operations, activities, liabilities and obligations on the Premises, having limits not less than One Million Dollars ($1,000,000) which will name Lessee as an additional insured party. On or before the Commencement Date, Lessor will give Lessee a certificate of insurance evidencing that such insurance is in effect and shall be issued by an insurance company authorized to do business in the state in which the Premises are located and shall provide thirty (30) days prior written notice to the Lessee of any cancellation of such policy. Lessor shall deliver to Lessee a renewal certificate evidencing that such insurance is in effect within ten business days of Lessee's request for such insurance.

Lessee - Lessee, at all times during the Term of this Lease, will maintain in full force a comprehensive public liability insurance policy covering all of its operations, activities, liabilities and obligations on the Leased Space, having limits not less than One Million Dollars ($1,000,000). On or before the Commencement Date, Lessee will give Lessor a certificate of insurance evidencing that such insurance is in effect. Lessee shall deliver to Lessor a renewal certificate evidencing that such insurance is in effect within ten (10) business days of Lessor's request for such certificate. The insurance policy shall be issued by an insurance company authorized to do business in the state in which the Leased Space is located and Lessee shall provide thirty (30) days prior written notice to the Lessor of any cancellation of such policy. Any insurance required to be provided by Lessee may be provided by a blanket insurance policy covering the

Leased Space and other properties leased or owned by Lessee provided that such blanket insurance policy complies with all of the other requirements with respect to the type and amount of insurance.

13. Operating Expenses. Lessee will pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Leased Space and used by Lessee throughout the Term hereof, and all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Leased Space by Lessee and all activities conducted thereon by Lessee.

14. Taxes. Lessee will pay any personal property taxes assessed on, or any portion of the taxes attributable to the Structures or Lessee's other improvements. Lessor will pay when due all real property taxes and all other fees and assessments attributable to the Leased Space and the Premises. However, Lessee will pay any increase in real property taxes levied against the Leased Space which is directly attributable to Lessee's use of the Leased Space, including Lessee's improvements thereon, if the Lessor furnishes proof of such increase, including reasonable supporting documentation, to Lessee within one year of the tax payment due date.

15. Maintenance. Lessee will maintain the Leased Space in good condition and state of repair. Except insofar as Lessee is made responsible by this Lease, Lessor will maintain the Premises surrounding the Leased Space in good condition and state of repair.

16. Hold Harmless. Lessor will be held harmless by Lessee from any liability (including reimbursement of reasonable attorneys' fees and all costs) for damages to any person or any property in or upon the Leased Space at Lessee's invitation, or for damages to any person or property resulting from the actions of Lessee (including damages caused by or resulting from the existence of the Structures) on the Leased Space, unless the damages are caused by, or are the result of, the willful misconduct or negligence of Lessor or any of Lessor's agents, servants, employees, licensees or invitees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Leased Space by Lessee will be so installed, kept, stored or maintained at the risk of Lessee. Lessor will not be responsible for any loss or damage to equipment owned by Lessee which might result from tornadoes, lightning, wind storms, or other Acts of God; provided, however, Lessor will be responsible for, and agrees to hold Lessee harmless from any liability (including reimbursement of reasonable legal fees and all costs), for damages to any person or any property in or upon the Premises or Leased Space arising out of the willful misconduct or negligence of Lessor or any of Lessor's agents, servants, employees, licensees or invitees. Except for willful misconduct, Lessee will in no event be liable in damages for Lessor's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of the damages, and Lessor, and anyone claiming by or through Lessor, expressly waives all claims for the damages.

17. Termination Rights.

(a) Lessee may terminate this Lease, at its option, after giving Lessor not less than sixty (60) days prior written notice to cure, if: (i) any governmental agency denies a request by Lessee for a permit, license or approval which is required for Lessee to construct or operate the Structures or other improvements on the Leased Space or any such permit is either revoked or not renewed; (ii) Lessee determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems cannot reasonably be corrected, impair or restrict Lessee from using the Leased Space for Lessee's intended purpose; (iii) Lessee determines that it does not have acceptable and legally enforceable means of ingress and egress to and from the Leased Space; (iv) Lessor does not have legal or sufficient ownership of or title to the Leased Space or Premises or the authority to enter into this Lease; (v) utilities necessary for Lessee's contemplated use of the Leased Space are not available; (vi) the Leased Space is damaged or destroyed to an extent which prohibits or materially interferes with Lessee's use of the Leased Space or Lessee's equipment and attachments thereto; (vii) the Premises now or hereafter contains a Hazardous Material; (viii) Lessee is unable to obtain a Subordination, Non-disturbance and Attornment Agreement; (ix) a material default by Lessor occurs; (x) Lessor fails to perform any of the material covenants or provisions of this Lease or if any representation or warranty contained herein is found to be untrue; (xi) the Leased Space is the subject of a condemnation proceeding or taking by a governmental authority, or quasi-governmental authority with the power of condemnation, or if the Leased Space is transferred in lieu of condemnation (rent will be abated during the period of condemnation or taking); (xii) the use of the site will not sufficiently benefit Lessee economically or commercially; (xiii) if Lessee determines, in its sole discretion that it will not be viable to use the site for its intended purpose; or (xiv) if Lessee determines, in its sole discretion, that it will be unable to use the site for any reason. In the event of termination by Lessee or Lessor pursuant to this provision, Lessee will be relieved of all further liability hereunder. Any rental fees paid prior to the termination date will be retained by Lessor. In the event Lessor fails to perform its obligations under this Lease for any reason other than Lessee's breach, Lessee may pursue all remedies available at law and in equity. Lessor hereby acknowledges that Lessee will incur significant expenses in reliance on this Lease, and therefore agrees to pay Lessee for all consequential damages which Lessee will suffer as a result of Lessor's breach. In the event Lessor fails to comply with the terms of this Lease, Lessee may, in its sole and absolute discretion, cure any such default, and to the extent Lessee incures any expenses in connection with such cure (including but not limited to the amount of any real property taxes Lessee pays on behalf of Lessor), Lessor agrees to promptly reimburse Lessee for such expenses incurred and hereby grants Lessee a security interest and lien on the Premises, to secure Lessor's obligation to repay such amounts to Lessee. In addition, Lessee may offset the amount of any such expenses incurred against any rent payable hereunder.

(b) Lessor may only terminate this Lease, at its option, in the event of a material default by Lessee or Lessee's failure to pay Rent when due, which default or failure is not cured within sixty (60) days after Lessee's receipt of written notice of such default or failure. No such failure to cure a material default, however, will be deemed to exist if Lessee has commenced to cure such default within said period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a material default will be excused if due to causes beyond the reasonable control of Lessee.

18. Exclusivity. As part of Lessee's right to the undisturbed use and enjoyment of the Leased Space, Lessor shall not at any time during the Option Period or the Term of this Lease (i) use or suffer or permit another person to use any portion of the Premises or any adjacent parcel of land now or hereafter owned, leased or managed by Lessor for any of the uses permitted herein or other uses similar thereto, or (ii) grant any interest in or an option to acquire any interest

in any portion of the Premises that permits (either during the Option Period or the Term of this Lease) any of the uses permitted under this Lease or other uses similar thereto without the prior written consent of Lessee, in Lessee's sole discretion. The phrase "or other uses similar thereto" as used herein shall include, without limitation, the transmission, reception or relay of communications signals and/or data by way of small cells, distributed antenna systems, data centers, C-RAN or fiber, or the generation or storage of power or energy.

19. Binding on Successors. The covenants and conditions contained herein will apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto. Further, this Lease will run with the land and all subsequent purchasers will be subject to the terms and conditions specified herein.

20. Access to Leased Space/Premises. Lessee shall have at all times during the Term the right of access to and from the Leased Space and all utility installations servicing the Leased Space on a 24 hours per day/7 days per week basis, on foot or by motor vehicle, including trucks and heavy machinery (including the right to park such vehicles, trucks and machinery within the Easements and the Premises adjacent to the Leased Space and the Easements), for the installation and maintenance of utility wires, cables, conduits and pipes over, under and along the right-of-way extending from the nearest accessible public right-of-way.

21. Governing Law. The parties intend that this Lease and the relationship of the parties will be governed by the laws of the State in which the Leased Space is located.

22. Entire Lease. All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions will be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Lease will not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of this Lease.

23. Survey and Testing. Lessee will have the right during the Term of this Lease (and the Option Period, if applicable) to survey, soil test, and make any other investigations necessary to determine if the surface and subsurface of the Leased Space are suitable for construction and operation of the Structures and other improvements If Lessee, prior to completion of the Structures or other improvements determines that for any reason the surface or subsurface of the Leased Space is not suitable to construct and operate the Structures or other improvements, this Lease, upon written notice given to Lessor prior to completion of the Structures or other improvements will become null and void; provided that at Lessee's sole expense the Leased Space will be promptly restored to the extent contemplated by Section 11 above and provided further that Lessee will deliver copies of all soil tests and investigation reports to Lessor.

24. Oil, Gas and Mineral Rights. Lessor does not grant, lease, let or demise hereby, but expressly excepts and reserves here from all rights to oil, gas and other minerals in, on or under and that might be produced or mined from the Leased Space; provided, however, that no drilling or other activity will be undertaken on or beneath the surface of the Leased Space or Easements area to recover any oil, gas or minerals. This Lease is given and accepted subject to the terms and provisions of any valid oil, gas and mineral lease covering the Leased Space or any part thereof, now of record in the office of the County Clerk, provided, however, that any future oil, gas or mineral lease covering the above-described lands or any part thereof will be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Lessee under the terms of this Lease.

25. Hazardous Waste.

(a) The term "Hazardous Materials" will mean any substance, material, waste, gas or particulate matter which is regulated by the local governmental authority where the Leased Space is located, the State in which the Leased Space is located, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or restricted hazardous waste" under any provision of state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. '1251 et seq. (33 U.S.C. '1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. '6901 et seq. (42 U.S.C. '6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act. 42 U.S.C. '9601 et Seq. (42) U.S.C. '9601). The term "Environmental Laws" will mean all statutes specifically described in the foregoing sentence and all applicable federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

(b) Lessor represents and warrants that, to the best of Lessor's knowledge, (i) the Leased Space has not been used for the use, manufacturing, storage, discharge, release or disposal of hazardous waste, (ii) neither the Leased Space nor any part thereof is in breach of any Environmental Laws, (iii) there are no underground storage tanks located on or under the Leased Space, and (iv) the Leased Space is free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner breached during the Term of this Lease (a "Breach"), and if a Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, Lessor will promptly take any and all remedial and removal action as required by law to clean up the Leased Space, mitigate exposure to liability arising from, and keep the Leased Space free of any lien imposed pursuant to, any Environmental Laws as a result of a Breach.

(c) In addition, Lessor agrees to indemnify, defend and hold harmless Lessee, its officers, partners, successors and assigns from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, attorneys' fees, damages, liabilities, demands, interest, fines, penalties and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by Lessee and its grantees as a result of (a) any Breach, or (b) any matter, condition or state of fact involving Environmental Laws of Hazardous Materials which existed on or arose during the Term of this Lease and which failed to comply

with (i) the Environmental Laws then in effect or (ii) any existing common law theory based on nuisance or strict liability.

(d) Lessor represents and warrants to Lessee that Lessor has received no notice that the property or any part thereof is, and, to the best of its knowledge and belief, no part of the Premises is located within an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers or any other governmental body as being subject to special hazards.

(e) The covenants of this section will survive and be enforceable and will continue in full force and effect for the benefit of Lessee and its subsequent transferees, successors and assigns and will survive the Term of this Lease.

26. Mechanic's and Landlord's Liens. Lessee will not cause any mechanic's or materialman's lien to be placed on the Leased Space and Lessee agrees to indemnify, defend and hold harmless Lessor from any such lien from a party claiming by, through or under Lessee. Additionally, Lessor disclaims and waives any now existing or hereafter arising landlord's lien or other statutory or non-statutory lien or security interest in Lessee's and/or its sublessees' communication facilities, equipment, improvement, fixtures or other property.

27. Headings. The headings of sections and subsections are for convenient reference only and will not be deemed to limit, construe, affect, modify or alter the meaning of the sections or subsections.

28. Time of Essence. Time is of the essence of Lessor's and Lessee's obligations under this Lease.

29. Severability. If any section, subsection, term or provision of this Lease or the application thereof to any party or circumstance will, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term or provision of this Lease or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, will not be affected thereby and each remaining section, subsection, term or provision of this Lease will be valid or enforceable to the fullest extent permitted by law.

30. Real Estate Broker. Lessor represents and warrants that Lessor has not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finder's fee or other like compensation to anyone in connection with the lease of the Leased Space or the transaction contemplated by this Lease and Lessor agrees to indemnify and hold Lessee harmless from and against any such claims or costs, including attorneys' fees, incurred as a result of the transaction contemplated by this Lease.

31. Further Assurances. During the Option Period and Term of this Lease, each of the parties agree to do such further acts and things and to execute and deliver the additional agreements and instruments (including, without limitation, requests or applications relating to zoning or land use matters affecting the Structures or other improvements) as the other may reasonably require to consummate, evidence or confirm this Lease or any other agreement contained herein in the manner contemplated hereby. If Lessor fails to provide requested documentation within thirty (30) days of Lessee's request, or fails to provide any Non-Disturbance Agreement required in this Lease, Lessee may withhold and accrue the monthly rental until such time as all such documentation is received by Lessee.

32. Right to Register or Record. Lessee may request that Lessor execute a Memorandum of Option and Land Lease, Memorandum of Land Lease or Short Form of Lease (collectively a "Memo") for recording in the public records. Lessor agrees and authorizes Lessee to attach and/or insert a certified legal description of the Leased Space and Easements, once complete, to the Memo and record same in the public records.

33. Interpretation. Each party to this Lease and its counsel have reviewed and had the option to revise this Lease. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Lease or of any amendments or exhibits to this Lease.

34. Condemnation. Lessor shall fully advise Lessee in a timely manner of all condemnation proceedings or prospective condemnation proceedings in order that Lessee may fully protect and prosecute its rights and claims relating to the Leased Space. If the whole of the Leased Space shall be taken or condemned by, or transferred in lieu of condemnation to, any governmental or quasi governmental authority or agency with the power of condemnation during the Option Period or the Term of this Lease, Lessee shall be entitled to any award based upon its leasehold interest as set forth in this Lease, along with the value of all Lessee's improvements, including, but not limited to, the Structures and any other improvements and for all of Lessee's other personal property, trade fixtures, fixtures, moving expenses, business damages, business interruption, business dislocation, prepaid Rent or other losses or expenses as may be incurred. In the event only a portion of the Premises, which portion does not include the whole of the Leased Space, shall be taken or condemned by, or transferred in lieu of condemnation to any governmental or quasi-governmental authority or agency with the power of condemnation during the Option Period or the Term of this Lease, Lessee shall have the option to either: (1) terminate this Lease; or (2) continue in possession of the property pursuant to the terms of this Lease with a proportionate reduction in Rent equal to that portion, if any, of the Leased Space so taken, condemned or transferred in lieu of condemnation. In either event, Lessee shall be entitled to any award based upon its leasehold interest in the portion of the Premises condemned, taken or transferred in lieu of condemnation, along with the value of all Lessee's improvements, including, but not limited to, the Structures, and any other improvements and for all of Lessee's other personal property, trade fixtures, fixtures, moving expenses, business damages, business interruption, business dislocation, prepaid Rent or other losses or expenses as may be incurred. Nothing contained herein shall prohibit Lessee from making its own claims against any condemning authority for any losses or damages Lessee shall incur as a result of a condemnation, or sale in lieu of condemnation, of the whole or any portion of the Premises.

35. Right of First Refusal. If at any time during the Option Period or the Term of this Lease, Lessor receives a bona fide written offer from a third person (the "Offer") to sell, assign, convey, lease, factor or otherwise transfer or create any interest in the current or future Rent, this Lease, the Leased Space or the Premises, or any portion thereof, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer, with such notice giving Lessee the right to acquire the interest described in the Offer on the terms set forth in the Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice and terms to exercise Lessee's right of first refusal by notifying Lessor in writing. If Lessee has not exercised its right of first refusal in writing to Lessor within such thirty (30) day period, the terms of the Offer will be deemed

rejected. Any action taken by Lessor as part of a scheme or contrivance to circumvent the intent of this Section will cause the monthly Rent payable to Lessor or its successors or assigns to be reduced by fifty percent (50%) for all terms remaining under this Lease.

36. Prevailing Party. In the event that any dispute between the parties related to this Lease should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorney's fees and expenses.

37. Date of Lease. The parties acknowledge that certain obligations of Lessor and Lessee are to be performed within certain specified periods of time which are determined by reference to the date of execution of this Lease. The parties therefore agree that wherever the term "date of execution of this Lease," or words of similar import are used herein, they will mean the date upon which this Lease has been duly executed by Lessor and Lessee whichever is the later to so execute this Lease. The parties further agree to specify the date on which they execute this Lease beneath their respective signatures in the space provided and warrant and represent to the other that such a date is in fact the date on which each duly executed his or her name.

COMMENCEMENT DATE: The date that Lessee exercises its Option.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the last day and year specified below.

LESSOR: WILLIS RANCH, LLC,
an Arizona limited liability company

By: Lamar Willis
Lamar Willis, as Trustee of the Lamar and Robin Willis Family Trust dated January 13, 2011

Title: Managing Member of Willis Ranch, LLC

Date: 8 April 2024

Witness: Alicia Lujan

Print Name: Alicia Lujan

Witness: Lucy Crandell

Print Name: Lucy Crandell

STATE OF Arizona }
} **SS:**
COUNTY OF Navajo }

Notary Public:
I do hereby certify that **LAMAR WILLIS**, as Trustee of the Lamar and Robin Willis Family Trust dated January 13, 2011, who is personally known to me, or who has proved by sufficient evidence to be the person named herein, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 8th day of April, 2024.

Matthew R Boone
Notary Signature

LESSEE: SBA TOWERS X, LLC,
a Delaware limited liability company

By: _____
Alyssa Houlihan

Title: Vice President, Site Leasing

Date: 4/11/2024

Witness: _____

Print Name: Madison Fallmann

Witness: Wendy Carrick

Print Name: Wendy Carrick

STATE OF FLORIDA}
} **SS:**
COUNTY OF PALM BEACH}

Notary Public:
I hereby certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared **ALYSSA HOULIHAN**, as Vice President, Site Leasing of **SBA TOWERS X, LLC**, a Delaware limited liability company, by means of [X] physical presence or [ ] online notarization, to me known to be the person described in and who executed the foregoing instrument and who acknowledge before me that she executed the same in the capacity aforestated.

Witness my hand and seal this 11th day of April, 2024.

Cynthia R Blanco
Notary Signature

CYNTHIA ALLISON BLANCO
Notary Public - State of Florida
Commission # HH 095116
My Comm. Expires Feb 18, 2025
Bonded through National Notary Assn.

Site Name: White Antelope
Site No.: AZ28431-B

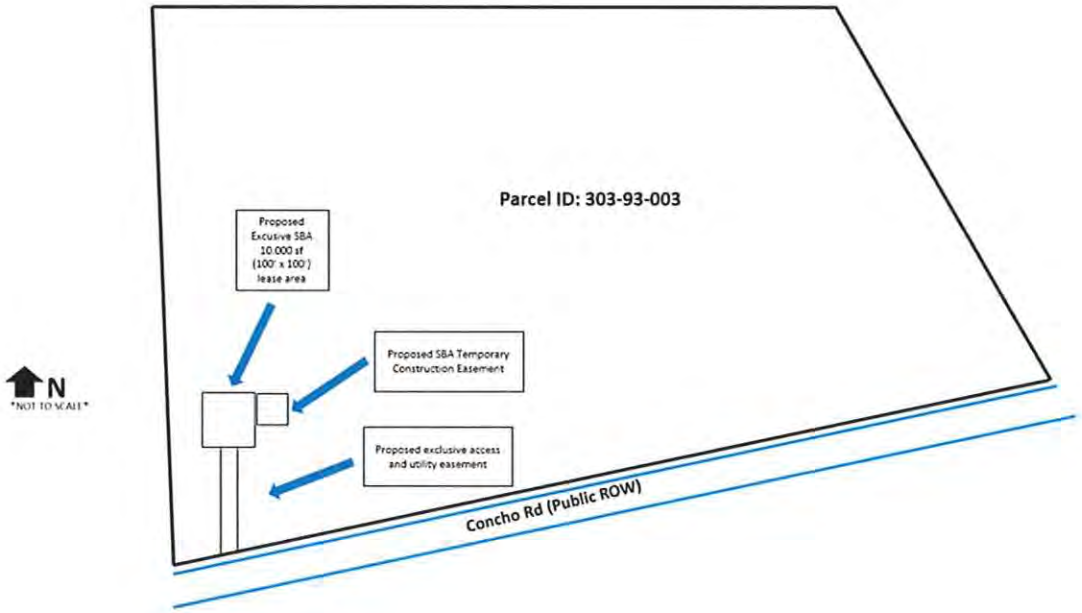
MATTHEW R BOONE
Notary Public - Arizona
Navajo County
Commission # 591095
My Comm. Expires Oct 28, 2024

SBA

EXHIBIT A

LEASED SPACE

The Leased Space shall consist of 10,000 (100' x 100') square feet of ground space along with easement rights for access to the Leased Space and parking by vehicle, trucks, heavy machinery or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Premises in the approximate locations as depicted below:



Initials: _____

Initials: _____

EXHIBIT B

LEGAL DESCRIPTION OF THE PREMISES

An interest in land, said interest being over a portion of the following described parent parcel:
Ranch of the White Mountains, Unit 8, Lot 246, Navajo County, Arizona.

EXCEPTING all rights for rock quarry, aggregate, minerals, oils, coals, gas, helium, uranium, potash, any hydro-carbon substance and any other minerals, including surface access rights for exploration and development.

AND BEING the same property conveyed to Willis Ranch, LLC from HNZ Holding, LLC, a Delaware limited liability company by Special Warranty Deed dated October 15, 2021 and recorded January 4, 2022 in Instrument No. 2022-00159.

Tax Parcel No. 303-93-003

Initials: _____

Initials: _____

REFERENCE COPY
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Federal Communications Commission
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

ATTN: REGULATORY
CELLCO PARTNERSHIP
5055 NORTH POINT PKWY, NP2NE ENGINEERING
ALPHARETTA, GA 30022

Call Sign	File Number
KNKN300	0009139111
Radio Service CL - Cellular	
Market Numer CMA320	**Channel Block** B
Sub-Market Designator 0	

FCC Registration Number (FRN): 0003290673

Market Name
Arizona 3 - Navajo

Grant Date	Effective Date	Expiration Date	Five Yr Build-Out Date	Print Date
03-02-2021	03-02-2021	10-01-2030		03-03-2021

Site Information:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
1	35-01-25.0 N	110-37-41.0 W	1512.4	106.7	1001732

Address: (Winslow) 3 MI E of Winslow
City: WINSLOW **County:** NAVAJO **State:** AZ **Construction Deadline:**

Antenna: 1
Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	134.700	26.800	106.800	119.300	74.400	79.600	115.200	138.800
Transmitting ERP (watts)	1.210	23.520	372.700	480.140	53.870	1.550	1.210	1.210

Antenna: 2
Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	134.700	26.800	106.800	119.300	74.400	79.600	115.200	138.800
Transmitting ERP (watts)	1.210	1.210	1.210	3.480	120.600	604.450	200.150	7.970

Antenna: 3
Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	134.700	26.800	106.800	119.300	74.400	79.600	115.200	138.800
Transmitting ERP (watts)	117.860	3.250	1.210	1.210	1.210	9.580	214.470	590.700

Conditions:
Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

FCC 601-C
March 2018

Reference Copy

Licensee Name: CELLCO PARTNERSHIP

Call Sign: KNKN300 **File Number:** 0009139111 **Print Date:** 03-03-2021

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
2	34-25-56.0 N	110-35-08.0 W	2000.4	76.8	1001738

Address: Heber Site Green Tank Hill

City: Heber **County:** NAVAJO **State:** AZ **Construction Deadline:**

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	109.900	125.500	93.800	26.900	-14.100	-35.800	-35.000	39.700
Transmitting ERP (watts)	48.260	401.430	241.890	14.580	0.920	0.920	0.920	1.160

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	109.900	125.500	93.800	26.900	-14.100	-35.800	-35.000	39.700
Transmitting ERP (watts)	0.920	1.030	34.170	349.630	290.810	21.560	0.920	0.920

Antenna: 4

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	109.900	125.500	93.800	26.900	-14.100	-35.800	-35.000	39.700
Transmitting ERP (watts)	12.690	0.650	0.650	0.650	17.120	159.810	326.300	152.620

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
3	34-12-22.0 N	109-56-34.0 W	2312.5	34.7	1011610

Address: 1.30 FS 223 East

City: Pinetop **County:** NAVAJO **State:** AZ **Construction Deadline:**

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	382.100	290.800	114.100	120.300	214.400	351.400	304.700	389.600
Transmitting ERP (watts)	70.010	70.010	70.010	70.010	70.010	70.010	70.010	70.010

Antenna: 2

Maximum Transmitting ERP in Watts: 70.000

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	387.600	302.200	129.100	125.800	214.400	343.800	301.900	383.700
Transmitting ERP (watts)	49.000	49.000	49.000	49.000	49.000	49.000	49.000	49.000

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	371.700	280.400	103.700	110.000	204.000	341.100	294.300	379.200
Transmitting ERP (watts)	2.080	1.660	1.440	1.320	1.320	1.660	1.660	3.230

Reference Copy

Licensee Name: CELLCO PARTNERSHIP

Call Sign: KNKN300 **File Number:** 0009139111 **Print Date:** 03-03-2021

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
4	35-40-16.0 N	109-12-30.0 W	2363.1	113.4	1001733

Address: Window Rock Site 7.5 MI W
City: WINDOW ROCK **County:** APACHE **State:** AZ **Construction Deadline:**

Antenna: 1
Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	74.200	187.100	334.400	317.800	170.300	195.300	228.400	194.600
Transmitting ERP (watts)	64.720	295.820	309.760	64.720	1.210	0.710	0.710	0.980

Antenna: 2
Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	74.200	187.100	334.400	317.800	170.300	195.300	228.400	194.600
Transmitting ERP (watts)	0.710	0.710	1.380	85.320	316.980	289.090	49.090	1.150

Antenna: 3
Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	74.200	187.100	334.400	317.800	170.300	195.300	228.400	194.600
Transmitting ERP (watts)	68.250	1.880	0.570	0.570	0.620	38.380	220.860	265.530

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
7	34-52-30.1 N	110-09-53.4 W			

Address: APPROXIMATELY 1 MILE SOUTHWEST OF HOLEBROOK
City: HOLEBROOK **County:** NAVAJO **State:** AZ **Construction Deadline:**

Antenna: 1
Maximum Transmitting ERP in Watts: 81.900

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	111.000	100.000	92.000	76.000	29.000	63.000	108.000	103.000
Transmitting ERP (watts)	163.000	163.000	163.000	163.000	163.000	163.000	163.000	163.000

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
8	35-15-47.1 N	109-09-03.3 W			

Address: 928 Allentown Road Southy
City: Houke **County:** APACHE **State:** AZ **Construction Deadline:**

Antenna: 1
Maximum Transmitting ERP in Watts: 99.100

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	29.000	137.000	29.000	29.000	75.000	166.000	207.000	115.000
Transmitting ERP (watts)	139.000	139.000	139.000	139.000	139.000	139.000	139.000	139.000

Reference Copy

Licensee Name: CELLCO PARTNERSHIP

Call Sign: KNKN300 **File Number:** 0009139111 **Print Date:** 03-03-2021

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
9	35-05-56.1 N	109-36-07.4 W	1731.3	131.7	

Address: 322.4 I-40 East

City: Chambers **County:** APACHE **State:** AZ **Construction Deadline:**

Antenna: 1

Maximum Transmitting ERP in Watts:

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	41.900	73.200	109.800	50.100	154.900	185.500	140.700	114.000
Transmitting ERP (watts)	138.700	138.700	138.700	138.700	138.700	138.700	138.700	138.700

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
10	34-06-36.3 N	109-34-27.2 W	3087.4	48.7	

Address: Atop of Green's Peak

City: Eagar **County:** APACHE **State:** AZ **Construction Deadline:** 11-14-2015

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	650.000	687.300	633.100	412.600	299.200	496.700	505.300	656.300
Transmitting ERP (watts)	40.680	283.380	513.290	228.750	20.480	1.030	1.030	3.640

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	650.000	687.300	633.100	412.600	299.200	496.700	505.300	656.300
Transmitting ERP (watts)	1.030	1.030	7.300	85.380	396.610	458.530	120.050	6.970

Antenna: 4

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	650.000	687.300	633.100	412.600	299.200	496.700	505.300	656.300
Transmitting ERP (watts)	176.740	26.690	1.350	0.510	1.000	9.000	79.680	243.970

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
11	33-49-35.7 N	109-09-54.4 W	2892.6	36.6	

Address: Forest Road 403H

City: ALPINE **County:** APACHE **State:** AZ **Construction Deadline:** 12-04-2000

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	329.100	258.400	540.500	538.700	497.700	393.700	312.200	206.500
Transmitting ERP (watts)	148.280	139.660	138.380	139.820	143.900	138.380	143.900	143.080

Reference Copy

Licensee Name: CELLCO PARTNERSHIP

Call Sign: KNKN300 **File Number:** 0009139111 **Print Date:** 03-03-2021

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
12	34-34-28.1 N	110-05-59.7 W	1739.4	152.4	1226713

Address: 1.24 Miles West of SR 77

City: Snowflake **County:** NAVAJO **State:** AZ **Construction Deadline:**

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	142.100	158.500	104.600	72.900	102.700	50.800	47.300	86.300
Transmitting ERP (watts)	199.530	104.710	15.490	0.790	0.400	0.760	14.450	100.000

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	142.100	158.500	104.600	72.900	102.700	50.800	47.300	86.300
Transmitting ERP (watts)	0.320	1.410	23.440	120.230	138.040	32.360	3.160	0.320

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	142.100	158.500	104.600	72.900	102.700	50.800	47.300	86.300
Transmitting ERP (watts)	4.070	0.320	0.320	1.170	18.200	107.150	144.540	41.690

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
14	34-27-54.9 N	109-37-41.6 W	1917.5	45.7	

Address: House 24, County Road N-5338

City: Concho **County:** APACHE **State:** AZ **Construction Deadline:** 06-12-2010

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	228.000	127.600	86.000	23.000	-14.100	6.300	132.900	223.700
Transmitting ERP (watts)	36.610	621.690	297.560	8.580	1.970	1.970	1.970	1.970

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	228.000	127.600	86.000	23.000	-14.100	6.300	132.900	223.700
Transmitting ERP (watts)	1.970	1.970	1.970	24.750	460.860	401.400	13.920	1.970

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	228.000	127.600	86.000	23.000	-14.100	6.300	132.900	223.700
Transmitting ERP (watts)	297.560	8.580	1.970	1.970	1.970	1.970	36.610	621.690

Reference Copy

Licensee Name: CELLCO PARTNERSHIP

Call Sign: KNKN300 **File Number:** 0009139111 **Print Date:** 03-03-2021

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
15	34-20-15.3 N	110-16-13.3 W	1990.3	54.9	

Address: (Clay Springs) 5176 Hwy 260
City: Clay Springs **County:** NAVAJO **State:** AZ **Construction Deadline:** 06-12-2010

Antenna: 1
Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	157.900	173.000	131.400	33.400	-44.300	-22.200	13.500	101.200
Transmitting ERP (watts)	274.310	721.510	6.280	1.990	1.990	1.990	1.990	1.990

Antenna: 2
Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	157.900	173.000	131.400	33.400	-44.300	-22.200	13.500	101.200
Transmitting ERP (watts)	1.380	1.380	8.250	611.430	83.240	5.530	1.400	1.980

Antenna: 3
Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	157.900	173.000	131.400	33.400	-44.300	-22.200	13.500	101.200
Transmitting ERP (watts)	7.730	1.780	2.050	1.380	3.110	4.600	378.740	222.000

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
16	34-07-06.4 N	109-54-17.3 W	2184.8	60.7	

Address: Ski Hi Road East of Buck Sprin Rd
City: Pinetop **County:** NAVAJO **State:** AZ **Construction Deadline:** 06-12-2010

Antenna: 1
Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	111.300	3.700	-115.100	12.000	182.000	213.400	240.300	188.100
Transmitting ERP (watts)	6.630	123.420	564.120	618.540	158.990	11.790	2.700	1.520

Antenna: 2
Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	111.300	3.700	-115.100	12.000	182.000	213.400	240.300	188.100
Transmitting ERP (watts)	1.520	2.930	25.420	202.770	473.230	324.590	68.640	6.170

Antenna: 3
Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	111.300	3.700	-115.100	12.000	182.000	213.400	240.300	188.100
Transmitting ERP (watts)	229.810	20.020	5.260	1.520	7.100	77.870	418.190	694.000

Reference Copy

Licensee Name: CELLCO PARTNERSHIP

Call Sign: KNKN300 **File Number:** 0009139111 **Print Date:** 03-03-2021

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
17	34-30-50.2 N	109-31-32.7 W	1930.4	47.2	

Address: North of SR 61 & West of US 180

City: St. Johns **County:** APACHE **State:** AZ **Construction Deadline:** 06-12-2010

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	245.900	247.400	212.700	161.300	84.400	60.100	209.300	261.100
Transmitting ERP (watts)	2.000	6.130	4.910	5.210	1.830	1.520	1.520	1.520

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	245.900	247.400	212.700	161.300	84.400	60.100	209.800	261.100
Transmitting ERP (watts)	1.990	1.990	1.990	1.990	25.110	954.710	91.170	3.160

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	245.900	247.400	212.700	161.300	84.400	60.100	209.300	261.100
Transmitting ERP (watts)	418.180	77.870	9.360	1.210	1.780	20.480	166.480	551.270

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
18	34-38-26.1 N	110-19-24.4 W	1844.6	91.4	1203622

Address: DRY LAKE RADIO SITE, 16 M, NW OF

City: SNOW FLAKE **County:** NAVAJO **State:** AZ **Construction Deadline:** 06-12-2010

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	142.000	151.300	127.700	101.300	71.500	94.100	108.600	106.100
Transmitting ERP (watts)	580.250	277.720	8.010	1.830	1.830	1.830	1.830	34.170

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	142.000	151.300	127.700	101.300	71.500	94.100	108.600	106.100
Transmitting ERP (watts)	6.510	167.340	782.730	45.040	1.830	1.830	1.830	1.830

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	142.000	151.300	127.700	101.300	71.500	94.100	108.600	106.100
Transmitting ERP (watts)	2.060	0.800	0.730	6.220	98.540	341.670	259.190	52.920

Reference Copy

Licensee Name: CELLCO PARTNERSHIP

Call Sign: KNKN300 **File Number:** 0009139111 **Print Date:** 03-03-2021

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
19	34-52-25.9 N	110-09-58.0 W	1589.0	106.7	1268081

Address: Sec 13, T17N, R20E, Holbrook Industrial Park

City: Holbrook **County:** NAVAJO **State:** AZ C**onstruction Deadline:** 03-29-2011

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	114.000	104.900	90.500	75.600	24.400	37.200	114.800	120.500
Transmitting ERP (watts)	166.480	551.270	418.180	77.870	9.360	1.210	1.780	20.480

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	114.000	104.900	90.500	75.600	24.400	37.200	114.800	120.500
Transmitting ERP (watts)	1.210	7.790	71.020	381.390	577.250	182.540	22.980	2.460

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	114.000	104.900	90.500	75.600	24.400	37.200	114.800	120.500
Transmitting ERP (watts)	151.830	17.040	1.590	1.210	8.940	89.410	427.920	551.270

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
20	34-54-26.2 N	109-13-29.3 W	1916.2	91.1	1271402

Address: Witch Well Lot 1 S1 T17N R29F

City: Sanders **County:** APACHE **State:** AZ C**onstruction Deadline:** 03-29-2011

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	74.800	28.300	60.700	105.400	145.600	191.100	71.700	28.100
Transmitting ERP (watts)	25.080	953.460	91.050	3.160	1.990	1.990	1.990	1.990

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	74.800	28.300	60.700	105.400	145.600	191.100	71.700	28.100
Transmitting ERP (watts)	1.990	1.990	1.990	25.080	953.460	91.050	3.160	1.990

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	74.800	28.300	60.700	105.400	145.600	191.100	71.700	28.100
Transmitting ERP (watts)	849.770	11.200	1.990	1.990	1.990	1.990	1.990	169.550

Control Points:

Control Pt. No. 2

Address: 500 West Dove Road

City: Southlake **County:** TARRANT **State:** TX **Telephone Number:** (800)264-6620

Reference Copy

Licensee Name: CELLCO PARTNERSHIP

Call Sign: KNKN300 **File Number:** 0009139111 **Print Date:** 03-03-2021

Waivers/Conditions:

NONE

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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

ATTN: REGULATORY
CELLCO PARTNERSHIP
5055 NORTH POINT PKWY, NP2NE ENGINEERING
ALPHARETTA, GA 30022

Call Sign	File Number
KNLH683	0008937657
Radio Service CW - PCS Broadband	

FCC Registration Number (FRN): 0003290673

Grant Date	Effective Date	Expiration Date	Print Date
06-02-2017	01-09-2020	06-26-2027	01-28-2020

Market Number	Channel Block	Sub-Market Designator
BTA347	D	0

Market Name
Phoenix, AZ

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date
06-26-2002			

Waivers/Conditions:

This authorization is subject to the condition that, in the event that systems using the same frequencies as granted herein are authorized in an adjacent foreign territory (Canada/United States), future coordination of any base station transmitters within 72 km (45 miles) of the United States/Canada border shall be required to eliminate any harmful interference to operations in the adjacent foreign territory and to ensure continuance of equal access to the frequencies by both countries.

This authorization is subject to the condition that the remaining balance of the winning bid amount will be paid in accordance with Part 1 of the Commission's rules, 47 C.F.R. Part 1.

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at http://wireless.fcc.gov/uls/index.htm?job=home and select License Search . Follow the instructions on how to search for license information.

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August 2021

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Licensee Name: CELLCO PARTNERSHIP

Call Sign: KNLH683 **File Number:** 0008937657 **Print Date:** 01-28-2020

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status

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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

ATTN: REGULATORY
CELLCO PARTNERSHIP
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Call Sign	File Number
WRNH943	
Radio Service PM - 3.7 GHz Service	

FCC Registration Number (FRN): 0003290673

Grant Date	Effective Date	Expiration Date	Print Date
07-23-2021	07-23-2021	07-23-2036	

Market Number	Channel Block	Sub-Market Designator
PEA328	B3	0

Market Name
Winslow, AZ

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date
07-23-2029	07-23-2033		

Waivers/Conditions:

This final license provides authorization during the full 15-year license term. Operation under this final license may begin on the earlier of (1) 12/5/2025 or (2) the date that the certification for accelerated relocation for this PEA is validated by the FCC pursuant to 47 CFR § 27.1412(g).

License is conditioned on compliance with all applicable FCC rules and regulations, including licensee making payments required by 47 C.F.R. §§ 27.1401- 27.1424 as described in FCC 20-22. See FCC 20-22, paras. 178-331.

Conditions:
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August 2021

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Licensee Name: CELLCO PARTNERSHIP

Call Sign: WRNH943 **File Number:** **Print Date:**

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status

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RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

ATTN: REGULATORY
CELLCO PARTNERSHIP
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Call Sign	File Number
WRNH942	
Radio Service PM - 3.7 GHz Service	

FCC Registration Number (FRN): 0003290673

Grant Date	Effective Date	Expiration Date	Print Date
07-23-2021	07-23-2021	07-23-2036	

Market Number	Channel Block	Sub-Market Designator
PEA328	B2	0

Market Name
Winslow, AZ

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date
07-23-2029	07-23-2033		

Waivers/Conditions:

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Licensee Name: CELLCO PARTNERSHIP

Call Sign: WRNH942 **File Number:** **Print Date:**

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status

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RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

ATTN: REGULATORY
CELLCO PARTNERSHIP
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Call Sign	File Number
WRNH941	
Radio Service PM - 3.7 GHz Service	

FCC Registration Number (FRN): 0003290673

Grant Date	Effective Date	Expiration Date	Print Date
07-23-2021	07-23-2021	07-23-2036	

Market Number	Channel Block	Sub-Market Designator
PEA328	B1	0

Market Name
Winslow, AZ

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date
07-23-2029	07-23-2033		

Waivers/Conditions:

This final license provides authorization during the full 15-year license term. Operation under this final license may begin on the earlier of (1) 12/5/2025 or (2) the date that the certification for accelerated relocation for this PEA is validated by the FCC pursuant to 47 CFR § 27.1412(g).

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August 2021

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Licensee Name: CELLCO PARTNERSHIP

Call Sign: WRNH941 **File Number:** **Print Date:**

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status

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RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

ATTN: REGULATORY
CELLCO PARTNERSHIP
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Call Sign	File Number
WRNH940	
Radio Service PM - 3.7 GHz Service	

FCC Registration Number (FRN): 0003290673

Grant Date	Effective Date	Expiration Date	Print Date
07-23-2021	07-23-2021	07-23-2036	

Market Number	Channel Block	Sub-Market Designator
PEA328	A5	0

Market Name
Winslow, AZ

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date
07-23-2029	07-23-2033		

Waivers/Conditions:

This final license provides authorization during the full 15-year license term. Operation under this final license may begin on the earlier of (1) 12/5/2025 or (2) the date that the certification for accelerated relocation for this PEA is validated by the FCC pursuant to 47 CFR § 27.1412(g).

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Conditions:
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August 2021

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Licensee Name: CELLCO PARTNERSHIP

Call Sign: WRNH940 **File Number:** **Print Date:**

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status

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RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

ATTN: REGULATORY
CELLCO PARTNERSHIP
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Call Sign	File Number
WRNH939	
Radio Service PM - 3.7 GHz Service	

FCC Registration Number (FRN): 0003290673

Grant Date	Effective Date	Expiration Date	Print Date
07-23-2021	07-23-2021	07-23-2036	

Market Number	Channel Block	Sub-Market Designator
PEA328	A4	0

Market Name
Winslow, AZ

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date
07-23-2029	07-23-2033		

Waivers/Conditions:

This final license provides authorization during the full 15-year license term. Operation under this final license may begin on the earlier of (1) 12/5/2025 or (2) the date that the certification for accelerated relocation for this PEA is validated by the FCC pursuant to 47 CFR § 27.1412(g).

License is conditioned on compliance with all applicable FCC rules and regulations, including licensee making payments required by 47 C.F.R. §§ 27.1401- 27.1424 as described in FCC 20-22. See FCC 20-22, paras. 178-331.

Conditions:
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Reference Copy

Licensee Name: CELLCO PARTNERSHIP

Call Sign: WRNH939 **File Number:** **Print Date:**

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status

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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

ATTN: REGULATORY
CELLCO PARTNERSHIP
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Call Sign	File Number
WRNH938	
Radio Service PM - 3.7 GHz Service	

FCC Registration Number (FRN): 0003290673

Grant Date	Effective Date	Expiration Date	Print Date
07-23-2021	07-23-2021	07-23-2036	

Market Number	Channel Block	Sub-Market Designator
PEA328	A3	0

Market Name
Winslow, AZ

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date
07-23-2029	07-23-2033		

Waivers/Conditions:

This final license provides authorization during the full 15-year license term. Operation under this final license may begin on the earlier of (1) 12/5/2025 or (2) the date that the certification for accelerated relocation for this PEA is validated by the FCC pursuant to 47 CFR § 27.1412(g).

License is conditioned on compliance with all applicable FCC rules and regulations, including licensee making payments required by 47 C.F.R. §§ 27.1401- 27.1424 as described in FCC 20-22. See FCC 20-22, paras. 178-331.

Conditions:
Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

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FCC 601-MB
August 2021

Reference Copy

Licensee Name: CELLCO PARTNERSHIP

Call Sign: WRNH938 **File Number:** **Print Date:**

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status

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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

ATTN: REGULATORY
CELLCO PARTNERSHIP
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Call Sign	File Number
WRNH937	
Radio Service PM - 3.7 GHz Service	

FCC Registration Number (FRN): 0003290673

Grant Date	Effective Date	Expiration Date	Print Date
07-23-2021	07-23-2021	07-23-2036	

Market Number	Channel Block	Sub-Market Designator
PEA328	A2	0

Market Name
Winslow, AZ

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date
07-23-2029	07-23-2033		

Waivers/Conditions:

This final license provides authorization during the full 15-year license term. Operation under this final license may begin on the earlier of (1) 12/5/2025 or (2) the date that the certification for accelerated relocation for this PEA is validated by the FCC pursuant to 47 CFR § 27.1412(g).

License is conditioned on compliance with all applicable FCC rules and regulations, including licensee making payments required by 47 C.F.R. §§ 27.1401- 27.1424 as described in FCC 20-22. See FCC 20-22, paras. 178-331.

Conditions:
Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

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FCC 601-MB
August 2021

Reference Copy

Licensee Name: CELLCO PARTNERSHIP

Call Sign: WRNH937 **File Number:** **Print Date:**

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status

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Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

ATTN: REGULATORY
CELLCO PARTNERSHIP
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Call Sign	File Number
WRNH936	
Radio Service PM - 3.7 GHz Service	

FCC Registration Number (FRN): 0003290673

Grant Date	Effective Date	Expiration Date	Print Date
07-23-2021	07-23-2021	07-23-2036	

Market Number	Channel Block	Sub-Market Designator
PEA328	A1	0

Market Name
Winslow, AZ

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date
07-23-2029	07-23-2033		

Waivers/Conditions:

This final license provides authorization during the full 15-year license term. Operation under this final license may begin on the earlier of (1) 12/5/2025 or (2) the date that the certification for accelerated relocation for this PEA is validated by the FCC pursuant to 47 CFR § 27.1412(g).

License is conditioned on compliance with all applicable FCC rules and regulations, including licensee making payments required by 47 C.F.R. §§ 27.1401- 27.1424 as described in FCC 20-22. See FCC 20-22, paras. 178-331.

Conditions:
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FCC 601-MB
August 2021

Reference Copy

Licensee Name: CELLCO PARTNERSHIP

Call Sign: WRNH936 **File Number:** **Print Date:**

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status

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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

CELLCO PARTNERSHIP
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Call Sign	File Number
WQPW446	0009790931
Radio Service AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0003290673

Grant Date	Effective Date	Expiration Date	Print Date
02-18-2022	02-18-2022	12-18-2036	02-19-2022

Market Number	Channel Block	Sub-Market Designator
REA005	E	35

Market Name
Central

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

This authorization is conditioned upon the licensee, prior to initiating operations from any base or fixed station, making reasonable efforts to coordinate frequency usage with known co-channel and adjacent channel incumbent federal users operating in the 1710-1755 MHz band whose facilities could be affected by the proposed operations. See, e.g., FCC and NTIA Coordination Procedures in the 1710-1755 MHz Band, Public Notice, FCC 06-50, WTB Docket No. 02-353, rel. April 20, 2006.

Special Condition for AU/name change (6/4/2016): Grant of the request to update licensee name is conditioned on it not reflecting an assignment or transfer of control (see Rule 1.948); if an assignment or transfer occurred without proper notification or FCC approval, the grant is void and the station is licensed under the prior name.

Conditions:
Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

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AWS operations must not cause harmful interference across the Canadian or Mexican Border. The authority granted herein is subject to future international agreements with Canada or Mexico, as applicable.

Reference Copy

Licensee Name: CELLCO PARTNERSHIP

Call Sign: WQPW446 **File Number:** 0009790931 **Print Date:** 02-19-2022

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status

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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

ATTN: REGULATORY
CELLCO PARTNERSHIP
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Call Sign	File Number
WQJQ693	

Radio Service
WU - 700 MHz Upper Band (Block C)

FCC Registration Number (FRN): 0003290673

Grant Date	Effective Date	Expiration Date	Print Date
01-10-2020	03-11-2020	06-13-2029	

Market Number	Channel Block	Sub-Market Designator
REA005	C	0

Market Name
Central

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date
06-13-2013	06-13-2019		

Waivers/Conditions:

If the facilities authorized herein are used to provide broadcast operations, whether exclusively or in combination with other services, the licensee must seek renewal of the license either within eight years from the commencement of the broadcast service or within the term of the license had the broadcast service not been provided, whichever period is shorter in length. See 47 CFR §27.13(b).

This authorization is conditioned upon compliance with section 27.16 of the Commission's rules

Conditions:
Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

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FCC 601-MB
August 2021

Reference Copy

Licensee Name: CELLCO PARTNERSHIP

Call Sign: WQJQ693 **File Number:** **Print Date:**

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status

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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

CELLCO PARTNERSHIP
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Call Sign	File Number
WQGL788	0009840822
Radio Service AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0003290673

Grant Date	Effective Date	Expiration Date	Print Date
02-22-2022	02-22-2022	02-27-2037	02-23-2022

Market Number	Channel Block	Sub-Market Designator
BEA154	C	0

Market Name
Flagstaff, AZ-UT

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

This authorization is conditioned upon the licensee, prior to initiating operations from any base or fixed station, making reasonable efforts to coordinate frequency usage with known co-channel and adjacent channel incumbent federal users operating in the 1710-1755 MHz band whose facilities could be affected by the proposed operations. See, e.g., FCC and NTIA Coordination Procedures in the 1710-1755 MHz Band, Public Notice, FCC 06-50, WTB Docket No. 02-353, rel. April 20, 2006.

Special Condition for AU/name change (6/4/2016): Grant of the request to update licensee name is conditioned on it not reflecting an assignment or transfer of control (see Rule 1.948); if an assignment or transfer occurred without proper notification or FCC approval, the grant is void and the station is licensed under the prior name.

Conditions:
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FCC 601-MB
August 2021

Reference Copy

Licensee Name: CELLCO PARTNERSHIP

Call Sign: WQGL788 **File Number:** 0009840822 **Print Date:** 02-23-2022

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status

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Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

CELLCO PARTNERSHIP
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Call Sign	File Number
WQGB216	0009781927
Radio Service AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0003290673

Grant Date	Effective Date	Expiration Date	Print Date
01-10-2022	01-10-2022	11-29-2036	01-11-2022

Market Number	Channel Block	Sub-Market Designator
BEA154	B	1

Market Name
Flagstaff, AZ-UT

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

This authorization is conditioned upon the licensee, prior to initiating operations from any base or fixed station, making reasonable efforts to coordinate frequency usage with known co-channel and adjacent channel incumbent federal users operating in the 1710-1755 MHz band whose facilities could be affected by the proposed operations. See, e.g., FCC and NTIA Coordination Procedures in the 1710-1755 MHz Band, Public Notice, FCC 06-50, WTB Docket No. 02-353, rel. April 20, 2006.

Conditions:

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FCC 601-MB
August 2021

Reference Copy

Licensee Name: CELLCO PARTNERSHIP

Call Sign: WQGB216 **File Number:** 0009781927 **Print Date:** 01-11-2022

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status

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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

ATTN: REGULATORY
CELLCO PARTNERSHIP
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Call Sign	File Number
WRNH944	
Radio Service PM - 3.7 GHz Service	

FCC Registration Number (FRN): 0003290673

Grant Date	Effective Date	Expiration Date	Print Date
07-23-2021	07-23-2021	07-23-2036	

Market Number	Channel Block	Sub-Market Designator
PEA328	B4	0

Market Name
Winslow, AZ

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date
07-23-2029	07-23-2033		

Waivers/Conditions:

This final license provides authorization during the full 15-year license term. Operation under this final license may begin on the earlier of (1) 12/5/2025 or (2) the date that the certification for accelerated relocation for this PEA is validated by the FCC pursuant to 47 CFR § 27.1412(g).

License is conditioned on compliance with all applicable FCC rules and regulations, including licensee making payments required by 47 C.F.R. §§ 27.1401- 27.1424 as described in FCC 20-22. See FCC 20-22, paras. 178-331.

Conditions:
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FCC 601-MB
August 2021

Reference Copy

Licensee Name: CELLCO PARTNERSHIP

Call Sign: WRNH944 **File Number:** **Print Date:**

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status

Reference Copy

RESOLUTION ____-24

A RESOLUTION OF THE NAVAJO COUNTY BOARD OF SUPERVISORS APPROVING A SPECIAL USE PERMIT FOR SBA WHITE ANTELOPE WIRELESS COMMUNICATION FACILITY.

WHEREAS, an application for a Special Use Permit was duly filed on July 1st, 2024 by Reg Destree to allow for the construction of a one-hundred and twenty foot (120') monopole wireless communication tower and associated facilities on a 51.16 acre parcel, located to the east of the Snowflake area; and

WHEREAS, the application concerns the following real property in Navajo County: APN # 303-93-003, T13N, R22E, S01 of the Gila and Salt River Base and Meridian; and

WHEREAS, the application was considered by the Navajo County Planning & Zoning Commission at a duly noticed public hearing on August 15th, 2024; and

WHEREAS, the Navajo County Board of Supervisors after considering the testimony and other evidence presented at the hearing, as well as the recommendations of Staff, found that the Special Use Permit is consistent with the public health, safety and general welfare and should be approved subject to the conditions set forth herein; and

NOW, THEREFORE BE IT RESOLVED the Board of Supervisors hereby approves the Special Use Permit, subject to the following conditions:

1. This Special Use Permit shall permit 1 (one) monopole wireless communication tower, not to exceed 120 feet in height, and accessory structures necessary for operation of the tower on the subject property.

2. The applicant shall obtain a Building Permit from Navajo County for such tower and facilities prior to commencing construction.

3. The applicant shall meet all State and Federal requirements concerning communication towers prior to any building permits being issued.

4. The tower shall be constructed as a monopole, as indicated in the supplied plans. The owner of the tower shall maintain the tower, antennae as necessary.

5. A fence of material acceptable to the Planning and Development Services Director shall be constructed to enclose the base of the tower and necessary accessory structures.

6. A Geotechnical Report for the Access Easement shall be submitted and approved.

7. The permitted Special Use shall be allowed to occur per the attached/approved site plan.

Any expansion or change of the Special Use shall require an amendment to this permit.

8. If the permitted Special Use is not utilized within a twelve (12) month period, from the date of Board approval, this permit shall become null and void.

9. Should the operator decide to abandon the use of the tower, they shall notify Navajo County Planning and Development Services that the tower is no longer being utilized.

10. If the tower is no longer being utilized, the property owner shall cause, at their expense, the removal of all components of this tower within a 90-day period.

11. The owner shall provide reasonable cooperation to other public and private users who may be interested in collocation on this tower and shall consider such collocation upon commercially reasonable terms, unless such collocation is not technically feasible.

12. This Special Use Permit shall be personal to the permittee and applicable only to the specific use and to the specific property for which it is issued. Upon completion and final inspection by the Planning and Development Services Director (or designee) of any authorized structures, signifying that all zoning and site development requirements imposed in connection with the permit have been satisfied, the Special Use Permit shall thereafter be transferable and shall run with the land, whereupon the maintenance of special conditions imposed by the permit, as well as the compliance with other provisions of this title, shall be the responsibility of the property owner.

13. This Special Use Permit and the subject site shall be reviewed and inspected by Planning and Development Staff on the fifth (5^{th}) anniversary of Board of Supervisors approval and every five (5) years thereafter to ensure the site is being utilized as approved and is in compliance with all conditions contained herein. If the subject site is found to be out of compliance with these conditions, this Special Use Permit and its privileges may be revoked.

PASSED AND ADOPTED by the Navajo County Board of Supervisors by a vote of _____ yeas and _____ nays on this 24th day of September, 2024.

NAVAJO COUNTY BOARD OF SUPERVISORS

ATTEST:

By _____
Jason Whiting, Chairman of the Board

_____
Melissa W. Buckley, Clerk of the Board

RESOLUTION ____-24

A RESOLUTION OF THE NAVAJO COUNTY BOARD OF SUPERVISORS DENYING A SPECIAL USE PERMIT FOR SBA WHITE ANTELOPE WIRELESS COMMUNICATION FACILITY.

WHEREAS, an application for a Special Use Permit was duly filed on July 1st, 2024, by Reg Destree to allow for the construction of a one hundred and twenty foot (120') monopole wireless communication tower and associated facilities on a 51.16 acre parcel, located east of the Snowflake area; and

WHEREAS, the application concerns the following real property in Navajo County: APN # 303-93-003, Township 13 North, Range 22 East, Section 01 of the of the Gila and Salt River Base and Meridian; and

WHEREAS, the application was considered by the Navajo County Planning & Zoning Commission at a duly noticed public hearing on August 15th, 2024; and

WHEREAS, the Navajo County Board of Supervisors after considering the testimony and other evidence presented at the hearing, as well as the recommendations of Staff, found that the Special Use Permit is not consistent with the public health, safety and general welfare and should be denied; and

NOW, THEREFORE BE IT RESOLVED the Board of Supervisors hereby deny the Special Use Permit.

DENIED by the Navajo County Board of Supervisors by a vote of _____ yeas and _____ nays on this 24th day of September 2024.

NAVAJO COUNTY BOARD OF SUPERVISORS

By _____
Jason Whiting, Chairman of the Board

ATTEST:

_____
Melissa W. Buckley, Clerk of the Board

Board of Supervisors Regular **10. a.**

Meeting Date: 09/24/2024
Title: Funding Agreement with Arizona Department of Housing
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 Agreement between the Arizona Department of Housing (ADOH) and Navajo County to receive $203,094.00 from Community Development Block Grant (CDBG) Program for the Joseph City sidewalk improvements construction project.

Background:

In January 2023, the County Board of Supervisors approved the Joseph City sidewalk improvements project for the use of the County's CDBG funds. ADOH serves as a pass-through agency by receiving CDBG funds from the U.S. Department of Housing and Urban Development (HUD) and distributing the funds to rural communities in the state. The CDBG grant provides partial funding for the construction project.

Upon execution of the funding agreement, the project team will implement a grant in compliance with the terms and conditions. Designated staff will be authorized to sign administrative documents related to the grant and sign payment requests related to the grant. The County will receive payments from ADOH on a reimbursement basis.

Recommendation:

Staff recommends approval.

Attachments

Funding Agreement

Form Review

Inbox	Reviewed By	Date
Brandt Clark	Brandt Clark	09/18/2024 09:21 AM
Public Works Director	Madhav Mundle	09/18/2024 10:06 AM
Form Started By: Jeanine Carruthers		Started On: 09/18/2024 08:25 AM
Final Approval Date: 09/18/2024		

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

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AGREEMENT NO. 100-25
TERMINATION DATE 5/1/2026

FUNDING AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING
AND
NAVAJO COUNTY
FOR
JOSEPH CITY STREET IMPROVEMENTS

This Funding Agreement is made by and between:

The **Arizona Department of Housing ("ADOH"),** located at, 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable funding source):

☒ Title I of the Housing and Community Development Act of 1974, as amended (Community Development Block Grant) ("**CDBG**").

☐ Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Program) ("**HOME**").

☐ A.R.S. § 41-3955 (State Housing Trust Fund) ("**HTF**").

☐ A.R.S. § 41-3957 (State Housing Program Fund) ("**HPF**").

☐ S.B. 1720 Homeless Shelter and Services Fund ("**HSSF**").

☐ The AIDS Housing Opportunity Act of 1992, as amended, 42 U.S.C. Section 12902 (Housing Opportunities for Persons with HIV/AIDS) ("**HOPWA**").

☐ Title IV Part 578 of the McKinney-Vento Homeless Assistance Act of 1987, as amended, 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (Continuum of Care) ("**COC**").

☐ Title I of the Housing and Economic Recovery Act of 2008, Section 1338 (Public Law 110-289). (National Housing Trust Fund) ("**NHTF**").

☐ Part A of the Energy and Conservation in Existing Buildings Act of 1976, as amended and 42 U.S.C. Section 6861 (Department of Energy Weatherization Assistance Program for Low Income Persons) ("**DOE WAP**").

☐ Title IV Energy Conservation and Production Act (ECPA), as amended; and 42 U.S.C. Section 6861, *et. seq.* including WAP regulations contained in 10 CFR 440, DOE Financial Assistance Rules at 2 CFR 200 and the Bipartisan Infrastructure Law (Infrastructure Investment and Jobs Act), Public Law 117-58. (**"DOE WAP BIL"**).

☐ H.R 2471, the Consolidated Appropriations Act, 2022 establishing the Weatherization Readiness Fund (**"DOE WRF"**).

☐ Low Income Energy Assistance Act of 1981, as amended, 42 U.S.C. Section 8621-8630, (Low Income Home Energy Assistance Program) ("**LIHEAP WAP**").

☐ Southwest Gas Corporation, Weatherization Assistance Program ("**SWG WAP**").

☐ Arizona Public Service, Weatherization Assistance Program ("**APS WAP**").

☐ Salt River Project, Weatherization Assistance Program ("**SRP WAP**").

☐ Section 8071 of the SUPPORT for Patients and Communities Act. Pub. L. 115-271, approved October 24, 2018 referred to as Recovery Housing Program ("**RHP")**

☐ Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan at 31 CFR Part 35 ("**SLFRF**" or "**SFRF**")

and

NAVAJO COUNTY

(Entity)

An Arizona County ("Recipient") UEI #FH3HTA8K5456, located at

100 Code Talkers Dr (PO Box 668)

Street

Holbrook, AZ 86025

City State Zip

In consideration of the mutual representations and obligations hereunder, ADOH and Recipient agree as follows:

Section 1. FUNDS PROVIDED

ADOH agrees to provide $203,094.00 in the following type of funds to Recipient in accordance with this Agreement. ADOH is entitled to change the funding sources as described in this section, in its sole discretion, so long as the total amount of funds to be disbursed is not affected thereby.

☒ **CDBG;** CFDA # 14.228, FAIN # B-23-DC-04-0001
Federal Fiscal Year 2024
$203,094.00

☐ **HOME**; CFDA # 14.239, FAIN # _____
Federal Fiscal Year _____
$_____

☐ **HTF**
State Fiscal Year _____
$_____

☐ **HPF**
State Fiscal Year _____
$_____

☐ **HSSF**
State Fiscal Year _____
$_____

☐ **HOPWA;** CFDA # 14.241, FAIN # _____
Federal Fiscal Year _____
$_____

☐ **COC;** CFDA # 14.267, FAIN # _____
Federal Fiscal Year _____
$_____

☐ **NHTF;** CFDA # 14.275, FAIN # _____
Federal Fiscal Year _____
$_____

☐ **DOE WAP;** CFDA # 81.042, FAIN # _____
Federal Fiscal Year _____
$_____

☐ **DOE WAP BIL;** CFDA # 81.042, FAIN # _____
Federal Fiscal Year _____
$_____

☐ **DOE WRF;** CFDA # 81.042, FAIN # _____
Federal Fiscal Year _____
$_____

☐ **LIHEAP WAP (through ISA with AzDES);** CFDA # 93.568, FAIN # _____
Federal Fiscal Year _____
$_____

☐ **SWG WAP**
State Fiscal Year _____
$_____

☐ **APS WAP**
State Fiscal Year _____
$_____

☐ **SRP WAP**
State Fiscal Year _____
$_____

☐ **RHP; CFDA #14.228, FAIN #** _____
State Fiscal Year _____
$_____

☐ **SFRF (through ISA with Office of the Governor); CFDA 21.027, FAIN #** _____
State Fiscal Year _____
$_____

Section 2. OTHER FUNDS

If applicable, Recipient agrees to secure funding other than that listed in **Section 1** for the completion of this Agreement as indicated in the ***Budget*** attached hereto as **Attachment C**. ADOH reserves the right to rescind some or all of the funding committed through this Agreement if other funding sources become unavailable.

Section 3. ACCEPTANCE OF FUNDS

Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within thirty (30) days of receipt unless Recipient receives a written waiver of this requirement by ADOH.

Section 4. DURATION

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until MAY 1, 2026 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW

Recipient shall carry out each activity in compliance with all applicable State and Federal laws, Federal regulations and other requirements including, but not limited to, the provisions indicated as marked below and hereby incorporated into this Agreement, as if fully set forth herein. Also incorporated into this Agreement as applicable, are the terms of any resolution authorizing Recipient's application for funds, which is attached hereto as **Attachment G,** ***Authorizing Resolution(s)*** and any ***Special Conditions of the Agreement*** attached hereto as **Attachment E.**

☒ **CDBG** funds require adherence to the following provisions as revised: (1) 24 CFR Part 570; (2) *Certification and Other Requirements Relating to Title I Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook*; (6) *CDBG Application Handbook*; (7) *CDBG Grant Administration Handbook;* and (8) *CDBG Procurement, Contracts and Acquisition Handbook* (collectively "the Incorporated Documents") as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.

☐ **HOME** funds require adherence to the following provisions as revised: (1) 24 CFR Part 92; (2) *Certification and Other Requirements Relating to Title II Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handboo*k; and (6) the *State Housing Fund Program Summary and Application Guide*.

☐ **HTF** funds require adherence to the *State Housing Fund Program Summary and Application Guide* as revised.

☐ **HPF** funds require adherence to the *Special Needs Housing Manual* as revised.

☐ **HSSF** funds require adherence to S.B. 1720 and the Notice of Funds Available issued for acceptance of applications for HSSF funding.

☐ **COC** funds require adherence to the following provisions as revised: (1) 24 CFR Part 578; and (2) the *Special Needs Housing Manual*.

☐ **HOPWA** funds require adherence to the following provisions as revised: (1) 24 CFR Part 574; and (2) the *Special Needs Housing Manual.*

☐ **NHTF** requires adherence to the following provisions as revised: (1) 24 CFR Parts 91 and 93, Housing Trust Fund Interim Rule; (2) the provisions contained in the *State of Arizona Consolidated Plan*; (3) *State Housing Fund Program Summary and Application Guide*; (4) State of Arizona Qualified Allocation Plan; and *(5) National Housing Trust Fund Allocation Plan.*

☐ **DOE WAP, DOE WAP BIL and DOE WRF** funds require adherence to the following provisions as revised: (1) 10 CFR Part 440 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (3) *Health and Safety Plan (HSD Plan)*; (4) *the Arizona Weatherization Policies and Procedures Handbook*; (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *DOE WPN 22-4 Quality Work Plan.*

☐ **LIHEAP WAP** funds require adherence to the following provisions: (1) 45 CFR Part 96 as revised; (2) *the Arizona Weatherization Assistance Program State Plan (State Plan);* (3) *Health and Safety Plan (HSD Plan);* (4) *the Arizona Weatherization Policies and Procedures Handbook;* (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *WAP Memorandum 15-10 Quality Management Plan.*

☐ **SWG WAP, APS WAP or SRP WAP** funds require adherence to the following provisions: (1) *the Arizona Weatherization Assistance Program State Plan (State Plan);* (2) *Health and Safety Plan (HSD Plan);* (3) *the Arizona Weatherization Policies and Procedures Handbook*; (4) *Arizona Weatherization Assistance Program Field Guide;* (5) *Standard Work Specifications*; and (6) *WAP Memorandum 15-10 Quality Management Plan.*

☐ **SFRF** funds require adherence to the terms and conditions of the State Fiscal Recovery Funds such that the following costs shall be paid to the Recipient for the protection of homeless individuals and homeless families in the time of the COVID-19 crisis through costs specifically outlined in the Scope of Work described in Section 6 below.

Section 6. SCOPE OF WORK

Recipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the *Scope of Work* hereby incorporated into this Agreement and described in Attachment A.

Revisions to Scope of Work. Recipient agrees to follow the procedures indicated as marked below regarding changes to the *Scope of Work*.

Revisions to the *Scope of Work* that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions to the *Scope of Work* require written amendment to this Agreement:

(a) The purpose of the project changes;
(b) The location of the project changes;
(c) A project activity is added, deleted or altered such that it becomes a different activity;
(d) The beneficiary of any activity changes;

(e) Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised *Scope of Work* attached;
(f) The ownership entity changes; and
(g) Any other changes that involve program requirements.

ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 7. REPORTS

Recipient shall be responsible for providing various reports of all activities related to this Agreement as identified below and as requested by ADOH or HUD. Recipient shall also provide to ADOH any additional written information requested by ADOH in a timely manner and within reasonable deadlines as shall be set by ADOH.

7.1 Performance Report. Recipient agrees to submit the ADOH *Performance Report* respective of the types of projects indicated below and attached as Attachment B.

☐ **HOME, NHTF, HTF** funded rental development projects ("Rental Projects") or **HPF** funded rapid rehousing projects: Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December).

☒ **HOME, HTF and CDBG** non-rental projects ("HOME, HTF and CDBG Non-Rental Projects"). Recipient must submit a *Monthly Progress Report* attached hereto as Attachment B. The Monthly Progress Report must be submitted to ADOH on the 15th of each month and address activities of the preceding one (1) month (i.e. the July report covers the month of June). Failure to submit timely Monthly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.

☐ **HSSF** funded assistance for persons who are homeless ("Homeless Shelter and Services Projects"). Recipient must submit a *Quarterly Performance Report* attached hereto as Attachment B. The Quarterly Progress Report follows the state fiscal year from July 1 through June 30 and must be submitted to ADOH on the 20th day of October, January, April and July and address activities of the preceding quarter (i.e. the October report covers the months of July through September).

☐ **HOPWA** funded rental assistance and services ("HOPWA Projects"). A Recipient of HOPWA awarded funding shall administer said program in the contract term as set

forth in Section 4 and submit one (1) *HUD Consolidated Annual Performance Evaluation Report (CAPER)* in accordance with the schedule set forth in Attachment B no later than sixty (60) days following the end of Fiscal Year date which is June 30th annually.

☐ **COC** funded assistance for persons who are homeless ("Homeless Projects"). ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in Section 4. Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December). Recipient shall submit *Annual Progress Report (APR)* data from HMIS to ADOH**,** no later than thirty (30) days following the contract termination date listed on Page 1 of the Agreement.

☐ **DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP WAP, SWG WAP, APS WAP and SRP WAP** funded projects ("Weatherization Projects"). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th (for the month of February, the last calendar day of the month) of each month and address activities of the preceding month (i.e. the January 30th report covers the month of December).

☐ **SFRF** funded projects ("SFRF Projects"). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th of each month and address activities of the preceding month (i.e. the April report covers the month of March).

7.2 Contract Closeout—Completion Reports and Post-Funding Audits. Recipient's obligation to ADOH under this Agreement shall not end until all closeout requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a Completion Report is due to ADOH within sixty (60) days of one (1) of the following occurrences:

(a) The funds have been expended;
(b) The Scope of Work has been completed;
(c) The contract period set forth in this Agreement has expired; or
(d) The Agreement has been otherwise terminated.

The Completion Report shall contain the information identified in the notice.

Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is administratively closed.

After the project is administratively closed, Recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH

determines that any project costs described in a post-funding audit are unjustified or describe ineligible activities, Recipient will be required to refund such monies back to ADOH.

Section 8. SCHEDULE OF COMPLETION

Recipient agrees to make progress with the *Scope of Work* in accordance with the *Schedule of Completion* hereby incorporated into this Agreement and described in Attachment B.

Revisions to the Schedule of Completion. Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion.

☐ **Rental Projects funded with HOME or HTF**. Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Bimonthly Performance Report,* attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☒ **Non-Rental Projects funded with HOME, HTF and CDBG.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Monthly Performance Report,* attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **Homeless Projects funded with HTF, HPF, HSSF or COC.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **Weatherization.** Projects funded with DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP, SWG WAP APS WAP and/or SRP WAP. Recipients will have twelve (12) months to complete the Scope of Work with no extensions. ADOH may, based on a

review of the progress of Recipient completed units and expenditures, move funds from a non or under-performing Recipient to a Recipient meeting or exceeding their performance goals. ADOH will review the performance of the Recipient on a monthly basis. The first re-allocation of funds if applicable would occur at approximately four (4) months with additional re-allocations made on an as needed basis.

☐ **SFRF Projects**. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 9. BUDGET

Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the Budget that is attached as Attachment C. Recipient further agrees that any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

Availability of funding under this Agreement is contingent on final review and approval of the Budget. Budgetary considerations for specific programs are described below:

☒ **CDBG Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the *Budget* require a contract amendment:

(a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds fifty percent (50%), unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
(b) Additional funding sources are added to the Project;
(c) Recipient is requesting a change to the grant terms.

☐ **HOME, HOPWA, HPF, NHTF and HTF Revisions to the Budget.** Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the *Budget* require a contract amendment:

(a) Additional funding sources are added to the project which require a project to be re-underwritten to determine gap;

(b) Recipient is requesting a change to the loan terms.

☐ **HSSF and SFRF Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs.

☐ **WEATHERIZATION Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs. Administration, Technical Assistance and Health and Safety line items cannot be increased unless the overall award of funds increases.

See Section 10 for changes that affect the Budget.

Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within fifteen (15) days of draw down) to cover subsequent requests for reimbursement and must return them to ADOH within thirty (30) days of receipt. Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within fifteen (15) days of draw down.

Section 10. AMENDMENTS AND MODIFICATIONS

ADOH may consent to amendment or modification of this Agreement upon written request of Recipient. All amendments or modifications to this Agreement shall be by mutual consent of the parties in writing.

Requests for amendments or modifications that result in changes to the Budget must be supported by a revised Budget that is otherwise consistent with Section 9.

ADOH will respond to the request for amendment or modification to this Agreement within fourteen (14) business days.

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

In accordance with 24 CFR 50 and 24 CFR 58 ("Environmental Review"), the environmental effects of each activity carried out with federal funds must be assessed. Local government entities are responsible for conducting environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for conducting Environmental Reviews before ADOH requests a release of funds from HUD. Completion of the Environmental Review Record ("ERR") is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds

are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

An option agreement (to purchase land) on a proposed site or property is allowable prior to the completion of the Environmental Review if the option agreement is contingent upon an ADOH or HUD authorization to use funds based on a completed ERR. The cost of the option must be a nominal portion of the purchase price.

Projects funded solely with Housing Trust Funds do not require an ERR but are required to meet the requirements of the State Historic Preservation Act by consulting with the State Historic Preservation Office (SHPO). For State Housing Funded projects, Phase I Environmental Assessments are required to be completed on properties for which new construction/change in use is proposed, regardless of whether federal or state funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH's release of funds or consultation with SHPO will not be reimbursed by ADOH.

Recipients who had committed or expended non-federal funds to begin a project before receiving the authorization from ADOH or HUD may still be eligible to use federal funds on the project under the following circumstances:

(a) Recipients started the project without the intention of using federal assistance (i.e. as evidenced by other anticipated funding, the original project budget, etc.);

(b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities (i.e. acquisition, construction, etc.). ADOH or HUD provides authorization to proceed based on the completed ERR.

☐ **WEATHERIZATION (DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP WAP).** DOE has made a final NEPA determination for all activities under this Funding Agreement that are listed in the State Plan formally approved by DOE and incorporated into this Funding Agreement. Recipients are responsible for compliance with Section 106 pursuant to 36 CFR Part 800.2 (c)(4).

Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

Recipient may use a portion of the funds provided hereunder to reimburse itself for exempt activities pursuant to 24 CFR 58.34(a)(1)-(11) such as architecture, engineering, testing and sampling of asbestos and capital needs assessments and environmental reviews.

☒ **CDBG.** If Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided hereunder to reimburse it or to pay for costs incurred in preparing the application. In

no event shall such compensation exceed eighteen percent (18%) of the total funding provided to Recipient by ADOH.

Section 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, COC, NHTF HOPWA, DOE WAP, DOE WAP BIL, DOE WRF and LIHEAP WAP funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the *Budget* in Attachment C. Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and outlined in 2 CFR 200 as applicable; 24 CFR Parts 44, 92 and 570 as applicable; and 10 CFR 440 and 600 as applicable.

Recipient may request funds only after the date of the executed Agreement and other legal documents as applicable, provided Recipient has satisfied ADOH funding contingencies and federal Environmental Review conditions. Requests for reimbursement must be made using the ADOH *Request for Payment* form hereby incorporated into this Agreement and attached as Attachment D. For construction projects, Release of Lien documents must be attached to the Request for Payment in amounts proportionate to contractor reimbursement requests.

Recipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may be otherwise reasonably required to permit ADOH to determine or confirm that any such expenditures are prudent and within the Scope of Work.

Recipient's right to incur expenses under this Agreement shall cease upon expiration of this Agreement. All requests for reimbursement on expenditures made prior to expiration of this Agreement must be requested within sixty (60) days after expiration. Unless expressly authorized by ADOH in writing, expenditures not requested within the sixty (60) day period after expiration of this Agreement shall be disallowed and all funds shall be reclaimed by ADOH.

Section 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME

14.1 Definitions. For purposes of this section, the following definitions shall apply:

"Funds Recouped by Recipient" means funds initially provided by ADOH to Recipient under this Agreement and any matching contributions that are recouped by

Recipient when: (1) the funds provided by ADOH under this Agreement or matching contributions or the proceeds of funds provided by ADOH (including, but not limited to, equipment or housing) do not continue to be used for an approved purpose or eligible activity, as described in applicable law or regulations, for the full period of affordability required by this Agreement; or (2) when a State-assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by this Agreement. Funds Recouped by Recipient are subject to all the requirements of Program Income described below with the exception that Recipient shall not use Funds Recouped by Recipient for administrative purposes. For this reason, Recipient must separately account for all Funds Recouped by Recipient.

"Interest" means any compensation paid or to be paid for the use or deposit of the funds provided by ADOH to Recipient under this Agreement.

"Program Income" means gross income received by Recipient directly generated from the use of funds provided by ADOH under this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided by ADOH under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided by ADOH under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with funds provided by ADOH under this Agreement; (2) gross income from the use or rental of real or personal property acquired by Recipient with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (3) payments of principal and interest on loans made using funds provided by ADOH under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided by ADOH under this Agreement or matching contributions; (5) proceeds from sale of obligations secured by loans made with funds provided by ADOH under this Agreement or matching contributions; (6) Interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by Recipient, that was constructed or improved with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (9) if the funds provided by ADOH under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided by ADOH under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.

14.2 Use of Program Income and Funds Recouped by Recipient.

Recipient is not authorized by ADOH to retain and reuse Program Income, Funds Recouped by Recipient or accrued Interest as described in the following paragraph(s) except as authorized by ADOH through a written agreement.

Recipient must return all Program Income, Funds Recouped by Recipient and Interest to ADOH within thirty (30) days of receipt.

Recipient must remit to ADOH any Program Income, Funds Recouped by Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within **thirty (30) days** of receipt by Recipient.

Section 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS

15.1 De-obligation. ADOH may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances: (1) Recipient has completed performance under the *Scope of Work* (Attachment A) without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) Recipient, with the consent of ADOH, cancelled or changed an activity required under the *Scope of Work* for reasons other than non-performance; or (5) Recipient receives Program Income that has not been included in the budget or set forth in the *Scope of Work;* and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program, ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.

15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accordance with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.

15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the *Scope of Work* (Attachment A) and the *Schedule of Completion* (Attachment B) or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.5 Reallocation of Recaptured Funds. ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.

15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment; however, in no case shall repayment or alternative terms be accomplished later than 180 days following the written determination of non-compliance by ADOH.

Section 16. REVERSION OF ASSETS

16.1 Funds Remaining at Expiration. Upon expiration of this Agreement, Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.

16.2 Real Property Acquired or Improved with CDBG Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to Recipient in the form of a loan) in excess of $25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by Recipient; or (2) not be used in accordance with 24 CFR Part 570.503(b)(8)(i), in which event Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24 CFR Part 570.503 (b)(8)(i).

16.3 Real Property Acquired or Improved with HOME Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of Conditions, Covenants and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

16.4 Real Property Acquired or Improved with State Housing Trust Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families

and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

ADOH shall monitor and evaluate Recipient to determine compliance with and performance under this Agreement. A summary of discrepancies noted by ADOH during monitoring visits will be specified in writing. Appropriate time for correction of discrepancies will be specified in the written report to Recipient. ADOH shall follow up on discrepancies to ensure that they have been corrected in a timely manner. The failure of ADOH to require timely performance of any provision of this Agreement shall in no way affect the right of ADOH thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as waiver of the provision itself.

ADOH shall provide reasonable technical assistance to assist Recipient to comply with program requirements for the provision of services under this Agreement. However, this in no way relieves Recipient of full responsibility for its acts or omissions in the performance of activities required by this Agreement.

Section 18. SUBCONTRACTING

Recipient shall not disburse any funds received under this Agreement without fully completed written agreements with subcontractors requiring they follow all provisions of this Agreement and a completed Environmental Review pursuant to Section 11 of this Agreement.

The use of subcontractors does not relieve Recipient of responsibility for ensuring the administration of the provided funds in accordance with all applicable program requirements. Recipient is responsible for determining the adequacy of performance under subcontractor agreements and procurement contracts and for taking appropriate action when performance issues arise.

Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the Schedule of Completion, attached hereto as Attachment B may result in contract termination, de-obligation of funds or recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

(a) Recipient fails to begin work on its Environmental Review pursuant to Section 11 within the sixty (60) calendar days from the date ADOH executes this Agreement;

(b) Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

ADOH will terminate any Agreement and recapture funds from the same Agreement in which Recipient does not commence any of the activities described in the *Scope of Work* (Attachment A) or fails to expend any funds in accordance with the *Budget* (Attachment C) within 180 calendar days from the full execution date of this Agreement. ADOH may in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement under Section 15.4 hereof and/or terminate this Agreement for cause pursuant to Section 20 of this Agreement.

Section 20. TERMINATION FOR CAUSE

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has failed to comply with the conditions hereof including, but not limited to the Scope of Work set forth in Attachment A, Schedule of Completion set forth in Attachment B and Budget set forth in Attachment C to this Agreement. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall recapture all funds allocated to Recipient under this Agreement pursuant to Section 15.4 hereof and obtain repayment of funds expended pursuant to Section 15.6, hereof.

Section 21. TERMINATION FOR CONVENIENCE

ADOH or Recipient may terminate this Agreement in whole or part (one (1) or more activities) if either party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to Recipient under this Agreement pursuant to Section 15 hereof.

Section 22. ENFORCEMENT

22.1 Remedies for Noncompliance. If Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;
(b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
(c) Wholly or partly suspend or terminate the award evidenced by this Agreement;
(d) Withhold further awards to Recipient's project funded by the award evidenced by this Agreement;
(e) Recapture funds and terminate contract;
(f) Withhold future ADOH grant awards from all sources; or
(g) Take other remedies that may be legally available.

22.2 Appealable Agency Action. Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.

22.3 Effects of suspension and termination. Costs incurred by Recipient resulting from obligations incurred by Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.

22.4 Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.

Section 23. CANCELLATION

Pursuant to A.R.S. § 38-511, ADOH may, within three (3) years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ADOH, at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or a consultant to any party of this Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when Recipient receives written notice of the cancellation unless the notice specifies a later time.

Section 24. RECORDS RETENTION

Pursuant to A.R.S. § 35-214, Recipient shall retain and require that its subcontractors retain for inspection and audit by ADOH, all books, accounts, reports, files including information regarding actual beneficiaries of the fund, and other records relating to the bidding and performance of this Agreement for a period of five (5) years following the date of the letter informing Recipient of the Administrative Closeout or termination.

☒ **CDBG funded projects only**: All CDBG records must be retained for at least three (3) years after the grant agreement close out between HUD and ADOH has been approved by HUD. ADOH will notify recipients of the records retention date of expiration for CDBG funded projects.

☐ **WEATHERIZATION projects only**: All records must be retained for at least three (3) years after the grant agreement close out between DOE or SWG and ADOH has been approved. ADOH will notify recipients of the records retention date of expiration for Weatherization projects.

Upon request by ADOH, Recipient shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General. The original records shall be available and produced for inspection and audit when required by ADOH or the Auditor General.

Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 2 CFR 200. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Recipient holding any liens or notes as a result of this funding, Recipient must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds or HSSF funds per S.B. 1720, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds, HTF and HSSF funds made available to ADOH for this purpose.

Section 26. AVAILABILITY OF FUNDS

Payments under this Agreement are subject to the availability of the federal funds provided to the ADOH for the HOME, CDBG, HOPWA, COC, NHTF, DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP and SFRF programs, the availability of state funds provided for the state HTF, HPF and HSSF Programs and the availability of private funds provided for the SWG WAP, APS WAP and SRP WAP programs. Every payment obligation of ADOH under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADOH at the end of the period for which funds are available. No liability shall accrue to ADOH in the event this provision is

exercised, and ADOH shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Section 27. APPLICABLE LAW AND ARBITRATION

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

Section 28. INDEMNIFICATION

Recipient shall indemnify, defend, and save harmless ADOH, the State of Arizona and its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind and description, including any attorney's fees and litigation expenses, 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, caused by, arising out of or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake or negligence of Recipient, its employees, agents, representatives or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims or Unemployment Disability Compensation claims of employees of Recipient or its subcontractors or claims under similar such laws or obligations. Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of ADOH, the State of Arizona or its employees.

Section 29. FEDERAL GOVERNMENT LIABILITY

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development ("HUD") and the U.S. Department of Energy (DOE) is not a party to this Agreement and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement.

Section 30. AUDIT

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 2 CFR 200. Recipient shall comply with A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply shall result in withholding of all present and future ADOH provided funds.

Section 31. AUDIT EXCEPTIONS

If federal or state audit exceptions are made relating to this Agreement, Recipient shall reimburse all costs incurred by the State of Arizona and ADOH associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney's fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature.

Immediately upon notification from ADOH, Recipient shall reimburse the amount of the audit exception and any other related costs directly to ADOH as specified by ADOH in the notification.

Section 32. UNALLOWABLE USE OF FUNDS

Recipient, its officers, employees and agents, shall not utilize any of the federal funds or HTF provided under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

Section 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS

No officer or employee of ADOH and no public official, employee or member of the governing body of Recipient who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

Recipient agrees to provide ADOH and its representatives access at any reasonable time to all participants and staff involved in this Agreement and to all records and reports involving this Agreement.

Section 35. IDENTIFICATION OF DOCUMENTS

All materials used for public outreach and for informational purposes as a part of this Agreement, other than documents exclusively for internal use by ADOH, shall identify the source of federal (CDBG, HOME, NHTF, COC, HOPWA, DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP WAP, SFRF) or state (HTF, HPF, HSSF) funds or private funds (APS, SRP, SWG) used as part of this Agreement as well as acknowledgement of support from ADOH.

Section 36. COPYRIGHT

Reports, maps or other documents produced in whole or in part under this Agreement are works for hire and shall not be the subject of any application for copyright by or on behalf of Recipient, by any employee or subcontractor of Recipient. Recipient shall advise ADOH or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Section 37. RIGHTS IN DATA

ADOH may duplicate, use and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

Section 38. FUNDING CONDITIONS

ADOH will make the funding assistance available to Recipient upon execution of this Agreement by the parties. The obligation and utilization of the funding assistance provided through this Agreement are subject to the proper observation of the requirements incorporated by reference. Recipient shall require any subcontracting entities to observe and follow all provisions of this Agreement.

Section 39. NON-DISCRIMINATION

(a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.

(b) Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002

(42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

Recipient assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Recipient toward fulfillment of this Agreement.

Section 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

(a) Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

(b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Recipient may be subject to penalties up to and including termination of this Agreement.

(c) The ADOH retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that Recipient or Recipient's subcontractor is complying with the warranty under paragraph (a).

Section 42. INSURANCE

During the contract period, Recipient shall purchase and maintain in full force the following insurance. All certifications of insurance must provide for a thirty (30) day notice to ADOH of cancellation, non-renewal or material change. Proof of insurance from Recipient shall be provided to ADOH prior to execution of this contract and periodic certifications must be furnished at the request of the Program Specialist.

Recipient and its subcontractors, at Recipient's and subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly

licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is completed satisfactorily and formally accepted; failure to do so may, at the sole discretion of ADOH, constitute a material breach of this Agreement.

Recipient's insurance shall be primary insurance as respects ADOH and any insurance or self-insurance maintained by ADOH shall not contribute to it.

Recipient shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty, which would affect coverage afforded under insurance policies to protect ADOH.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against ADOH, its agents, representatives, directors, officers and employees for any claims arising out of Recipient's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to ADOH under such policies. Recipient shall be solely responsible for the deductible and/or self-insured retention, and ADOH, at its option, may require Recipient to secure payment of such deductibles or self-insured retentions by a Surety Bond listing ADOH as the Obligee or co-Obligee or an irrevocable and unconditional letter of credit.

ADOH reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. ADOH shall not be obligated, however, to review same or to advise Recipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Recipient from, or be deemed a waiver of ADOH's right to insist on, strict fulfillment of Recipient's obligations under this Agreement.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Agreement, shall name ADOH, its agents, representatives, officers, directors, officials and employees as additionally insured.

42.1 Required Coverage

Commercial General Liability. Recipient shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a

$2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Recipient's operations and products and completed operations.

Automobile Liability. Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to Recipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of Recipient's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Worker's Compensation. Recipient shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Recipient's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit.

In case any work is subcontracted, Recipient will require the subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of Recipient.

42.2 Certificates of Insurance

Prior to commencing work or services under this Agreement, Recipient shall furnish ADOH with Certificates of Insurance, or formal endorsements as required by this Agreement, issued by Recipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policy(s) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Recipient's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of this Agreement, a renewal certificate must be sent to ADOH fifteen (15) days prior to the expiration date.

42.3 Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to ADOH.

☐ **42.4 Self Insurance**

The parties acknowledge that Recipient is self-insured and that such self-insurance satisfies the requirements of this Section 42.

Section 43. PRIVACY CONSIDERATIONS

Recipients of federal funds (for the purpose of this section "federal funds" means funding from the CDBG, HOME, HOPWA and COC programs; *see* Section 1, above) from ADOH warrant and represent that commencing from the effective date of this Agreement and until the latest expiration or termination date of any promissory note, deed of trust, declaration or other agreement that secures the federal funds that are the subject of this Agreement, Recipient and Recipient's contractors shall comply with the requirements of the federal Privacy Act, 5 U.S.C. § 552a. Recipient warrants and represents that it has read and understands the requirements of the Federal Privacy Act and requires the same of its contractors and subcontractors.

Section 44. NOTICES

When routine reports or correspondence is required to be sent to ADOH, it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).

When notice or correspondence is required to be sent to Recipient, it shall be addressed to:

NAVAJO COUNTY
Entity
KEN MARUYAMA, STRATEGIC INITIATIVES MANAGER
Attention (if applicable)
100 CODE TALKERS DR (PO BOX 668)
Mailing Address
HOLBROOK, AZ 86025
City State Zip

Section 45. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, Recipient agrees to register the project with *socialserve.com* and keep the project listed with *socialserve.com* for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

Section 46. ADOH SIGNAGE

For new construction and rehabilitation projects, Recipient must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of twenty-four (24) inches high by thirty-six (36) inches wide, include a minimum five (5) inch high ADOH logo and text printed at a minimum seventy-two (72) point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

Section 47. PHOTOGRAPHS

For new construction and rehabilitation projects, Recipient is required to provide to ADOH before and after photographs of the project in digital or film format.

Section 48. STATE OF ARIZONA

This Agreement shall be construed in accordance with the laws of the State of Arizona.

Section 49. WRITTEN CERTIFICATION UNDER A.R.S. § 35-393.01.

If the [Recipient] engages in for-profit activity and has ten (10) or more employees, and if this Agreement has a value of $100,000 or more, then the [Recipient] certifies it is not currently engaged in, and agrees for the durations of this Agreement, not to engage in a boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S C. § 4842 or a regulation issued pursuant to 50 U.S C. § 4842.

Section 50. A.R.S. § 1-501 Relating to Federal Programs

Notwithstanding any other state law and to the extent permitted by federal law, any person who applies for a federal public benefit that is administered by this state or a political subdivision of this state and that requires participants to be citizens of the United States, legal residents of the United States or otherwise lawfully present in the United States shall submit required documentation to the entity that administers the federal public benefit demonstrating lawful presence in the United States.

AGREED, effective as of the later date of the signatures of the duly authorized representatives subscribed below:

THE STATE OF ARIZONA, **ARIZONA DEPARTMENT OF HOUSING**	NAVAJO COUNTY, **RECIPIENT**
BY: _____	BY: _____
Joan Serviss Cabinet Executive Officer	Alberto Peshlakai
TITLE: Executive Deputy Director	TITLE: Chairman, Board of Supervisors
DATE: _____	DATE: _____

Attachment A
SCOPE OF WORK

Navajo County 100-25 – Joseph City Street Improvements

Activity #1 - Administration **$3,000 CDBG**

To carry out all required actions to administer activities funded from the **FY 2024 NACOG Regional Account for Navajo County.** Actions are to include requisite record keeping, reporting, monitoring and all other actions necessary to ensure compliance with CDBG Program requirements as identified in the 24 CFR 570.500 –570.614 and current Arizona Department of Housing Handbooks.

Activity #2 – Street Improvements **$200,094 CDBG**

CDBG funds will be used to construct street improvements to the unincorporated community of Joseph City in Navajo County, Arizona. Improvements will consist of construction of new ADA-compliant sidewalks, new curbs and gutters, multi-use paths, and crossings.

This activity will meet the Low to Moderate Income National Objective (LMA) and will benefit approximately 1,185 people of whom 625 (or 52.7%) are low-to-moderate income.

HUD Performance Measures

Objective: Suitable Living Environment

Outcome: Availability/Accessibility

Indicator(s): Number of people (LMI included) with improved access

Data Collection Methodology: Document the number of residents living in the service area who have improved access to street improvements.

Arizona Department of Housing

CDBG **ATTACHMENT B**

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION

Recipient	Navajo County	Date	
Contract No	100-25 Contract Period: from September 2024 to May 1, 2026	Revision	
Activity	Joseph City Street Improvements	Month	
Recipient Address	100 Code Talkers Dr PO Box 668	City	Holbrook
Contact Person	Ken Maruyama, Strategic Initiatives Manager	Zip Code	86025
Phone	928-524-4323 Email kenichi.maruyama@navajoco	County	Navajo
Program Specialist	Devon Mingey Email devon.mingey@azhousing.gov		

Indicate adherence to contract or schedule changes. Due by the 15th of each month.

Contract Schedule	Contract Date	Complete Yes/No	Modification Date
Execute ADOH Contract	9/15/2024		
Environmental Review Completed	10/15/2024		
Engineering and Design	3/1/2025		
Finalize Documents & Prepare Bid Package	4/1/2025		
Bid Opening	5/1/2025		
Award Contract	6/1/2025		
Construction begins	7/1/2025		
Construction Complete	3/1/2026		
Final Inspections	4/1/2026		
Project Complete - Contract Expires	5/1/2026		

Please provide: 1. a brief description of activities performed this period. Include occurrences that caused variation from schedule changes to plans, unforeseen circumstances, etc. Please be specific. 2. The date of submission of your last Request for Payment (RFP)
RFP's should be submitted at a minimum every 6 months to remain compliant with HUD activity expenditure guidelines.

Last RFP submitted on:	

Recipient Authorized Signature Date	Title

Arizona Department of Housing

CDBG **Attachment C**

Budget

Recipient	Navajo County			Date	
Contract No	100-25 Contract Period: from September 2024 to May 1, 2026			Revision No.	
Activity	Joseph City Street Improvements				
Recipient Address	100 Code Talkers Dr PO Box 668			City	Holbrook
Contact Person	Ken Maruyama, Strategic Initiatives Manager			Zip Code	86025
Phone	928-524-4323	Email	kenichi.maruyama@navajocountyaz	County	Navajo
Program Specialist	Devon Mingey	Email	devon.mingey@azhousing.gov		

a	c	d	e	f	g	h
Budget Line Item or Activity No.	CDBG FY23	Source Program Year	Source Program Year	Source Program Year	Source Program Year	TOTAL
Activity 1 - Admin	$ 3,000.00					
Activity 2 - Street Imps	$ 200,094.00					
Total	$ 203,094.00	$ -				$ 203,094.00

Arizona Department of Housing

CDBG (F-3) **Attachment D**

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2

Recipient	Navajo County			Date	
Contract No	100-25 Contract Period: from September 2024 to May 1, 2026			Pay Req. No	
Activity	Joseph City Street Improvements			Direct Wire Dep	Yes No
Recipient Address	100 Code Talkers Dr PO Box 668			City	Holbrook
Contact Person	Ken Maruyama, Strategic Initiatives Manager			ZIP	86025
Phone	928-524-4323	Email	kenichi.maruyama@navajocountyaz.gov	County	Navajo
Program Specialist	Devon Mingey	Email	devon.mingey@azhousing.gov		

Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Include copies of invoices, cashed checks, and other backup documentation. ORIGINAL SIGNATURES are required for processing.

a	b	c	d	e	f	g	h
Budget Line Item or Activity No.	IDIS Act No.	CDBG FY2024	CDBG FY2024	Total Amount Req. to Date	Balance in Account	Amount of this Request	New Balance
Act. 1 Administration	7135	$3,000.00			$ 3,000.00		$ 3,000.00
Act. 2 Project Specific	7136		$200,094.00		$ 200,094.00		$ 200,094.00
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
Total		$ 3,000.00	$ 200,094.00	$ -	$ 203,094.00	$ -	$ 203,094.00

Recipient Authorized Signature	Date	Title	

Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary.

Performance Reports		Current ☐	Not Current ☐	For ADOH Use Only		
ADOH Program Specialist Approval		Date		ADOH Program Administrator Approval	Date	

ATTACHMENT E

SPECIAL CONDITIONS

1. RECIPIENT agrees to comply with the Build America, Buy America Act (BABA) as outlined below:

a."On November 15, 2021, the Build America, Buy America Act (the Act) was enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58. The Act establishes a domestic content procurement preference, the Buy American Preference (BAP), for Federal programs that permit Federal financial assistance to be used for infrastructure projects. In Section 70912, the Act further defines a project to include "the construction, alteration, maintenance, or repair of infrastructure in the United States" and includes within the definition of infrastructure those items traditionally included along with buildings and real property. Starting May 14, 2022, new awards of Federal financial assistance (FFA) from a program for infrastructure, and any of those funds obligated by the grantee, are covered under the Build America, Buy America (BABA) provisions of the Act, 41 U.S.C. 8301 note. The waiver, published March 15, 2023, establishes a phased implementation schedule for application of the BAP to covered materials and HUD programs.

The BAP is applicable now to iron and steel used in covered CDBG projects, i.e. for projects using funds obligated on or after November 15, 2022. For CPD, the BAP will apply next to iron and steel used in covered Recovery Housing Program (RHP) projects for funding obligated on or after August 23, 2023.

Additional details on fulfilling the BABA requirements can be found at https://www.hud.gov/program_offices/general_counsel/BABA."

2. RECIPIENT agrees to expend no funds and enter into no construction contracts until the E-13 Authority To Use Grant Funds for Environmental Clearance is signed and received.

ATTACHMENT F

CERTIFICATION AND OTHER REQUIREMENTS RELATING TO TITLE I ASSISTANCE

The applicant hereby assures and certifies that:

1. It possesses legal authority to apply for Community Development Block Grant funds, and to execute the proposed program.
2. Prior to the submission of the application, the applicant's governing body has duly adopted or passed as an official act a resolution authorizing the submission of the application, including all understandings, assurances, statutes, regulations and orders contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. Its chief executive officer or other officer of the applicant approved by the State:
   a. Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.1(a) (3) and (a)(4), which further the purposes of NEPA insofar as the provisions of such Federal law apply to this program.
   b. Is authorized and consents on behalf of the applicant and him (her)self to accept the jurisdiction of the federal and State courts for the purpose of enforcement of his/her responsibilities as such an official.
4. It will comply with the provisions of Executive Order 11990, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.
5. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966, P.L. 93-291 (16 U.S.C. 469a-1, et.seq.).
6. It will administer and enforce the labor standard requirements of the Davis Bacon Act, as amended at 40 U.S.C. 276a-276a-5, and the Contract Work Hours and Safety Standards Act at 40 U.S.C. 327-333.
7. It will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.
8. It shall comply with the requirements of the 1992 Lead Based Paint Poisoning Prevention Act of 42 U.S.C. 4821-4846 (also Title X of the Housing and Community Development Act of 1992) and implementing regulations at 24 CFR Part 35.
9. It will comply with the provisions of 2 CFR part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards".
10. It will comply with the American Disabilities Act and Section 504 of the Rehabilitation Act, as amended.
11. It will comply with
    a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88- 352), and the regulations issued pursuant thereto (24 CFR Part 1).
    b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90- 284), as amended.

c. Section 109 of the Housing and Community Development Act of 1974.
d. Executive Order 11063 pertaining to equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
e. Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60).
f. Section 3 of the Housing and Urban Development Act of 1968, as amended.
g. Federal Fair Housing Act of 1988, P.L. 100-430.
h. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1973, 42. U.S.C. 6101-07, and the prohibitions against discrimination against persons with handicaps under Section 504 of the Rehabilitation Act of 1973, (P.L. 93-112), as amended, and the regulations at 24 CFR Part 8.
i. The requirements of the Architectural Barriers Act of 1966 at 42 U.S.C. 4151-415.

12. It will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations.
13. It will comply with applicable conflict of interest provisions, incorporate such in all contracts and establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
14. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
15. It will give representatives of the State, the Secretary of HUD, the Inspector General, and the General Accounting Office access to all books, accounts, records, reports, files and other papers, things, or property belonging to it or in use by it pertaining to the administration of State CDBG assistance.
16. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
17. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat., 975, approved December 31, 1973. Section 103 (a) required, on and after March 2, 1974.
18. It has AND WILL COMPLY WITH THE PROVISIONS OF THE STATE OF ARIZONA CITIZEN AND PUBLIC PARTICIPATION PLAN FOR THE STATE OF ARIZONA CDBG PROGRAM.
19. It has developed plans to minimize displacement of persons as a result of activities assisted in whole or in part with CDBG funds and to assist persons actually displaced as a result of such activities, and has provided information about such plans to the public.
20. It will not recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements **unless**:
    a. the CDBG funds are used to pay the proportion of the fee or assessment that is financed from other revenue sources, or:
    b. it will certify to the State in writing that it lacks sufficient CDBG funds to comply with (a) but that it will not assess properties owned by very low income persons.

21. It will provide all other funds/resources identified in the application, or any additional funds/resources necessary to complete the project as described in the application as submitted, or as may be later amended.
22. It will comply with 2 CFR 200, Subpart F – Audit Requirements; and if the grant is closed out prior to all funds having been audited, it shall refund to ADOH any costs disallowed as a result of any audit conducted after the date of grant closeout.
23. It hereby adopts and will enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and will enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
24. It will ensure that, to the best of the knowledge and belief of the undersigned:
    a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in the connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
    b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
    c. the undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

25. It shall comply with the provisions of Section 102 of the HUD Reform Act of 1989.
26. It shall ensure that efforts are made to recruit minority, disabled and woman owned businesses for its vendor/supplier lists.

2023-00896
Page 1 of 2
Navajo County Recorder - Michael Sample
Requested By: BOARD OF SUPERVISORS
01-25-2023 10:55 AM Recording Fee $0.00

RESOLUTION 01-2023

AUTHORIZATION TO SUBMIT APPLICATIONS
AND IMPLEMENT CDBG PROJECTS
RESOLUTION NO:

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NAVAJO COUNTY AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FY23 STATE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS, CERTIFYING THAT SAID APPLICATION MEETS THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE CDBG PROGRAM, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.

WHEREAS, Navajo County is desirous of undertaking community development activities; and

WHEREAS, the State of Arizona is administering the Community Development Block Grant Program; and

WHEREAS, the State CDBG Program requires that CDBG funds requested address one of the three Congressional mandated National Objectives; and

WHEREAS, the activities within these applications address the community's identified housing and community development needs, including the needs of low- and moderate-income persons; and

WHEREAS, an Applicant of State CDBG funds is required to comply with the program guidelines and Federal Statutes and regulations:

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of Navajo County authorize application to be made to the State of Arizona, Department of Housing for FY23 CDBG funds, and authorize the Chair of the Board to sign application and contract or grant documents for receipt and use of these funds for the activities listed on Exhibit A, and authorize the Board of Supervisors to take all actions necessary to implement and complete the activities submitted in said applications; and

THAT this application for State CDBG funds meets the requirements of low- and moderate-income benefit for activities justified as benefiting low- and moderate-income persons, aids in the prevention or elimination of slum and blight or addresses an urgent need which poses a threat to health; and

THAT, the County will comply with all State CDBG Program guidelines, Federal Statutes and regulations applicable to the State CDBG Program and the certifications contained in these applications.

Passed and adopted by the Board of Supervisors of Navajo County this 24th day of January 2023.

Alberto Peshlakai — *Chair*

ATTEST:
Melissa W. Buckley
Clerk of the Board

APPROVED AS TO FORM:
Brad Carlyon, County Attorney

Board of Supervisors Regular **10. b. 1. a.**

Meeting Date: 09/24/2024

Title: B21-07-022 Victory Heights Road Maintenance District Amendment No. 3

Submitted For: Madhav Mundle, Public Works Director

Submitted By: Alexandria Porras, Administrative Specialist

Department: Public Works

Motion before the Board:

Amendment Number 3 to the Victory Heights Road Maintenance District, Contract #B21-07-022 extending the contract for one additional year (September 14, 2024, to September 13, 2025) with no price increase

Background:

On August 21, 2006, the Victory Heights Road Maintenance District was formed by Resolution #68-06. On September 14, 2021, the Board of Directors approved a contract with C/C Paving for road maintenance and related improvements. This contract may be renewed up to four additional one-year terms with an increase up to 5% year to year. Both the district and contractor are in concurrence; therefore, we are recommending that the contact be extended one additional year (September 14, 2024 to September 13, 2025) with no increase.

Attachments

Amendment NO.3

Victory Heights Concurrence

Form Review

Inbox	Reviewed By	Date
Brandt Clark	Brandt Clark	09/11/2024 12:21 PM
Public Works Director	Madhav Mundle	09/11/2024 12:31 PM
Form Started By: Alexandria Porras		Started On: 09/11/2024 10:13 AM
Final Approval Date: 09/11/2024		

Navajo County Public Works Department

CONTRACT AMENDMENT NO. 3
VICTORY HEIGHTS ROAD MAINTENANCE DISTRICT
CONTRACT NO. B21-07-022

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 September 14, 2024 through September 13, 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.

Cameron Crandell
C/C Paving
1871 Rocky Lane
Show Low, AZ 85901

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. _____ Signature Date _____ Typed/Printed Name and Title	The above referenced Contract Amendment is hereby executed this 24th day of September 2024, at Holbrook, Arizona. _____ Chairman, Board of Directors

Navajo County - For Official Use Only

Alexandria Porras

From: John Walls <sjbarw@gmail.com>
Sent: Thursday, July 25, 2024 3:23 PM
To: Alexandria Porras
Subject: Re: Victory Heights Road Maintenance District Contract

Caution: This email originated from outside of Navajo County.

Hello Alexandria,
How many times can a contract be renewed? I am checking with the other members of the committee to see how they want to proceed.
Thank you

On Wed, Jul 24, 2024 at 10:38 AM Alexandria Porras <Alexandria.Porras@navajocountyaz.gov> wrote:

> Good morning,
>
> The Victory Heights Road Maintenance District contract will be expiring soon, and I would like to know if you would like to renew or rebid the contract?
>
> Let me know what you decide so I can get started on the contract.
>
> If you have any questions you may contact me at the phone number below.
>
> **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