



# 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, December 10, 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](http://www.navajocountyaz.gov)

**WATCH THE MEETING LIVE AT:** [www.navajocountyaz.gov/660](http://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.bucklelev@navajocountyaz.gov](mailto:melissa.bucklelev@navajocountyaz.gov). If further accommodation is needed, please contact the Clerk of the Board's office, at (928) 524-4053 twenty-four (24) hours prior to the Board Meeting, so accommodation can be arranged.

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

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

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

1. **CONSENT AGENDA:** These items are considered to be routine or administrative in nature and will be approved in a single motion. A Board member may request for any item to be removed from the consent agenda and considered on the regular agenda:
  - a. Minutes: November 12, 2024, Regular BOS Meeting and November 15, 2024, Special BOS Meeting
  - b. Constable Reports: Snowflake Precinct #3, October 2024; Kayenta Precinct #4, September & October 2024; and Pinetop-Lakeside Precinct #6, October 2024
  - c. Acknowledge receipt of the complete real property Assessment Roll of Navajo County for the Tax Year 2025 and direct the Clerk to accept it for filing, pursuant to A.R.S. § 42-15153
  - d. Annual Cost Allocation billing according to ARS 11-251.06 (A) (5)

- e. Presiding Judge of the Superior Court appointments for Justice of the Peace Pro Tempore and Juvenile Hearing Officers to serve in the calendar year 2025
- f. Appointment of Michael Penrod as judge pro tempore to serve in the Superior Court in Navajo County for a term beginning January 1, 2025, and ending June 30, 2025
- g. Letter of Endorsement to Wecom, LLC d/b/a Wecom Fiber for the Broadband Equity, Access and Deployment (BEAD) program
- h. Contract No. B23-02-015, Task 1 Pavement Management Program, Contract Amendment No. 1
- i. Amendment No. 1 to the Website Development, Hosting and Maintenance Contract #B22-08-016 extending the Contract Term one (1) additional year and increasing the annual billable rates
- j. Amendment No. 1 to the Professional Real Estate Services Contract #B23-09-027 extending the Contract Term one (1) additional year
- k. Certification of the E-12 Request for Release of Funds for the Joseph City Pedestrian Improvement Project
- l. Intergovernmental Agreement between Navajo County Sheriff's Office and Snowflake Taylor Police Department to improve and expand its dispatching radio and communication coverage and capabilities by installing new radio equipment on the radio site and shelter located at the Snowflake Water Tanks
- m. Third amendment /addendum to existing agreement between Smith Bagley Inc. dba CellularOne of Northeast Arizona and Navajo County to activate a location to the existing agreement
- n. Agreement between Navajo County and the Arizona Department of Homeland Security for cybersecurity products to assist in protecting the Navajo County network
- o. Task Agreement Number 36 to the Memorandum of Agreement between the Bureau of Indian Affairs Department of Transportation- Navajo Region and Navajo County for the continued funding support of two Navajo County Road Maintenance Equipment Operator
- p. Contracts signed by County Manager pursuant to Board of Supervisors Resolution: Contract Amendment Number 2 for Professional Services Agreement with Painted Sky for the Full House Lane Culvert Design; Contract Amendment Number 1 for Professional Services for the On-Call Traffic Engineering Services; and Professional Services Contract with Speedie & Associates, LLC for Construction Materials Testing & Special Inspections, Code Enforcement Facility

- q. Amendment No. 4 to Contract with eX2 for the Design, Construction, Maintenance and Marketing of Fiber Optic Infrastructure to expand the scope of work and increase the contract amount to design and construct the infrastructure needed to connect thirteen (13) county-owned facilities to the middle-mile backbone
  - r. Approval and Acceptance of a Special Use Permit from the United States Department of Agriculture Forest Service for the County to use or occupy National Forest System lands in the Apache-Sitgreaves National Forests for the construction, operation and maintenance of the Broadband Infrastructure Development Project
  - s. Sympathy Letters: Supervisor Alberto Peshlakai (BOS)
  - t. Approval of Personnel Policy Update for Travel Policy
  - u. FY25 Budget Amendments for the General Fund
2. **NAVAJO COUNTY JAIL 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. Award of Contract B24-10-014 for the Navajo County Jail Residential Substance Abuse Treatment Program to Wexford Health Services, Inc.
3. **PUBLIC WORKS:**
- a. **NAVAJO COUNTY FLOOD CONTROL 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. Contracts signed by County Manager pursuant to Board of Supervisors Resolution: Agreement between Navajo County Flood Control District and Ironside Engineering & Development, Inc. for Consulting and Professional Services for Pond Road Drainage Improvements and Contract for Professional Services with Kimley-Horn and Associates Inc., for Woodruff Drainage Evaluation Phase 2
4. **EMPLOYEE RECOGNITION:**
- a. Presentation: Navajo County recognizes the following employees for their excellence in personal performance, far exceeding organization expectations for the month of November: Julius Ohlson (Facilities Management) and Brandon Andrews (Public Works)  
**Presented By:** Lea Petersen

5. **BOARD OF SUPERVISORS:**

- a. Recognition and Presentation to our outgoing elected officials  
**Presented By:** Chairman Jason Whiting

6. **ADMINISTRATIVE SERVICES:**

- a. Recognition and Presentation to the Honorable Dale Nielson, Navajo County Superior Court Presiding Judge, on his retirement.  
**Presented By:** Eric Scott and Judge Ruechel

- b. Presentation to Joel Ruechel on his Retirement from Navajo County after 40+ Years of Service  
**Presented By:** Eric Scott and Brad Carlyon

- c. Personnel Service Awards: Congratulations to the following employees for their continued service to Navajo County: **Clark Edwards** (Superior Court) 5 years; **Jeremy Young** (Planning and Zoning) 5 years; **Donald Plunkett** (Clerk of Superior Court) 5 years; **Natalie Johnson** (Jail Operations) 5 years; **Jerald Whipple** (Public Works) 5 years; **Sonni Maestas** (Clerk of Superior Court) 5 years; **Randy McNeil** (Public Works) 5 years; **Robin Tutterrow-Wong** (Probation) 5 years; **Daryl Seymore** (BOS/Administration) 5 years; **Tiffany Hendrickson-Mellor** (Superior Court) 5 years; **Brooke Richards** (County Attorney) 5 years; **Leah Thomas** (BOS/Administration) 10 years; **Robert Ober** (Public Works) 10 years; **Bogusz Zajac** (Sheriff) 10 years; **Tonlynn Wiles** (Jail Operations) 10 years; **Rae Lynn Atencio** (Show Low Justice Court) 10 years; **Jason Whiting** (BOS/Administration) 10 years; and **Rhonda Hatch** (Assessor) 20 years.  
**Presented By:** Eric Scott

7. **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. Opioid Settlement Grant Funding Agreement between Navajo County and Hushabye Nursery
  2. Opioid Settlement Grant Funding Agreement between Navajo County and Friends of Navajo County Anti-Drug Coalition Inc. (AKA NEXUS Drug Coalition)
  3. Memorandum of Understanding between Navajo County and Navajo County Public Health Services District for Opioid Settlement Funding for the "We Can Save Lives" Naloxone distribution and data collection project

4. Memorandum of Understanding between Navajo County and Navajo County Attorney's Office outlining terms and conditions to fund Opioid Town Hall Project with Opioid Settlement Funding
  5. Memorandum of Understanding between Navajo County and the Navajo County Sheriff's Office (NCSO) outlining the terms and conditions of Opioid Settlement Funding for the Re-Entry Project
  6. Memorandum of Understanding between Navajo County and Show Low Police Department outlining the terms of Opioid Settlement Funding disbursement
  7. 2024 Emergency Management Performance Grant (EMPG) award to Navajo County Emergency Management
- b. **REGULAR AGENDA:**
1. Presentation recognizing the 2024 Public Health Employee of the Year, **Cheryl Waters**.  
**Presented By:** Janelle Linn and Bencita Bowman
8. **PLANNING & DEVELOPMENT SERVICES:**
- a. **PUBLIC HEARING:** Consideration and possible adoption of **Resolution Number 47-2024**, approving/denying a Special Use Permit to allow for the construction and operation of a 199' self-support lattice tower and associated facilities, located north of Winslow.  
**Presented By:** Katherine Wright
  - b. **PUBLIC HEARING:** Consideration and possible adoption of **Resolution Number 48-2024**, approving/denying a Special Use Permit to allow for the construction of an event barn, and operation as an event venue for groups of up to 125 people on approximately 5.02 acres in the Pinedale area.  
**Presented By:** Tyler Richards
9. **COUNTY BUSINESS UPDATE:** Report from County Manager, County Attorney and Board members.
10. **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.
11. **ADJOURN**

Posted: 2:20 p.m. By: MWB

*Melissa W. Buckley*

Melissa W. Buckley - Clerk of the Board



**Board of Supervisors Regular**

**1. a.**

**Meeting Date:** 12/10/2024

**Title:** Draft Minutes

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

**Department:** Board of Supervisors

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**Motion before the Board:**

Minutes: November 12, 2024, Regular BOS Meeting and November 15, 2024, Special BOS Meeting

**Background:**

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**Attachments**

11.12.24 DRAFT BOS Minutes

11.15.24 DRAFT Special Meeting Minutes

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**Form Review**

Form Started By: Leah Thomas  
Final Approval Date: 11/07/2024

Started On: 11/07/2024 01:33 PM

**DRAFT**  
**NAVAJO COUNTY BOARD OF SUPERVISORS' MINUTES**  
**Tuesday, November 12, 2024**

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

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

**9:03 a.m. Call To Order:** Invocation and Pledge of Allegiance was led by **Supervisor Daryl Seymore.**

**CONSENT AGENDA:**

- a. *Minutes: October 22, 2024, Regular Meeting and October 22, 2024, Executive Session*
- b. *Clerk of Superior Court Report: October 2024*
- c. *Justice Court Reports: Holbrook Precinct #1, Winslow Precinct #2, Snowflake Precinct #3, Kayenta Precinct #4, Show Low Precinct #5, Pinetop-Lakeside Precinct #6, October 2024*
- d. *Amendment Number 4 to Wilson & Company Professional Services Contract for the Joseph City Pedestrian Improvements Project*
- e. *FY25 Arizona Attorney General's Office's Victims' Rights program grant agreement in the amount of \$26,800.00 To support the direct costs of implementing victims' rights laws*
- f. *Fiscal Year 2025 Fund Transfers*
- 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. *2025 Board of Supervisors Meeting Schedule*
- i. *County Manager Bryan Layton Contract*
- j. *Letter of Support for ZenniHome Manufacturing Development & Expansion for the allocation of New Markets Tax Credits and Letter of Support to Arizona Public Service for Support for the AZ Grid Resilience Grant Program:*  
**Supervisor Whitesinger made a motion** to authorize the Chairman to sign the items in the consent agenda; motion seconded by **Supervisor Seymore.** Motion passed 3-0 with **Vice-Chair Benally** and **Supervisor Peshlakai** being absent.



**Supervisor Seymore made a motion** to enter into the Navajo County Jail District Board of Directors Session, motion seconded by **Supervisor Whitesinger**. Motion passed 3-0 with **Vice-Chair Benally** and **Supervisor Peshlakai** being absent.

**NAVAJO COUNTY JAIL DISTRICT:** *Board of Directors Session:*

**CONSENT AGENDA:**

1. *Award of Contract B24-09-010 Inmate Commissary & Resident Banking Services to Summit Food Service, LLC effective January 13, 2025:*  
**Supervisor Seymore made a motion** to authorize the Chairman to sign the items in the consent agenda; motion seconded by **Supervisor Whitesinger**. Motion passed 3-0 with **Vice-Chair Benally** and **Supervisor Peshlakai** being absent.

**Supervisor Whitesinger made a motion** to leave the Navajo County Jail District Board of Directors Session and enter into the Navajo County Public Health Services District Board of Directors Session, motion seconded by **Supervisor Seymore**. Motion passed 3-0 with **Vice-Chair Benally** and **Supervisor Peshlakai** being absent.

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

**CONSENT AGENDA:**

1. *Intergovernmental Agreement CTR070152 Amendment 1 between the Arizona Department of Health Services and Navajo County Public Health Services District to provide the community with education and naloxone to combat the opioid epidemic:*  
**Supervisor Whitesinger made a motion** to authorize the Chairman to sign the items in the consent agenda; motion seconded by **Supervisor Seymore**. Motion passed 3-0 with **Vice-Chair Benally** and **Supervisor Peshlakai** being absent.

**Supervisor Seymore made a motion** to return to regular session, motion seconded by **Supervisor Whitesinger**. Motion passed 3-0 with **Vice-Chair Benally** and **Supervisor Peshlakai** being absent.

9:06 a.m. **Vice-Chair Fern Benally** present.

**ADMINISTRATIVE SERVICES:**

a. *Presentation to Jalyn Gerlich on her Retirement from Navajo County after 9 Years of Service:*

Eric Scott stated that Jalyn Gerlich has served as the Superintendent for over nine years. He indicated that she is a dedicated public servant, that she is always thinking about her employees and is a great individual.

Bryan Layton spoke about Ms. Gerlich's patience while helping him navigate the complexities of the school finances when he first came to Navajo County. He talked about her contributions to the probation department, specifically the juveniles, indicating that she helped keep at-risk students enrolled and up to date with their academics through the Accommodation School District. He expressed his gratitude to Ms. Gerlich for her partnership and dedication to the communities.

Jalyn Gerlich thanked the Veterans, noting that she came from a military background. She expressed her gratitude to her staff and to her Chief Deputy Margarita Mike for their dedication and hard work. She thanked Lannie Gillespie for her work on the consortium side across two counties. She shared her appreciation to the late Bill Bennett for the work that he established with the schools. She thanked her family for the support during her thirty-nine years in education and indicated that she had the opportunity to work with people from age three to adult. She stated that her role has always been a learning experience and encouraged others to learn something new every day.

**Supervisor Whitesinger** wished Ms. Gerlich the best in her retirement and spoke about how much she's learned from her over the years. She spoke about the shooting that occurred at the County, indicating that she was a steady leadership during that difficult time. She spoke about the value of the Consortium and its role in providing essential professional services, such as speech therapy, across the rural communities, where access to such services can be limited. She thanked Ms. Gerlich for her contributions and wished her the very best in her retirement.

**Supervisor Seymore** thanked Ms. Gerlich for her exceptional work, particularly in supporting new business managers in school districts, noting that many of the new managers are unfamiliar with financial processes, and that Ms. Gerlich played a crucial role in ensuring that tasks like payroll were handled efficiently, even in rural areas. He thanked her for her hard work and dedication.

**Vice-Chair Benally** thanked Ms. Gerlich for her service to Navajo County. She indicated that her guidance and dedication to rural students, indicating that she appreciates the great work she's done.

**Chairman Whiting** thanked Ms. Gerlich for her service, indicating that she has earned the opportunity to enjoy time with her family in this next phase of life. He stated that while she will be missed in Navajo County, her leadership and contributions have been deeply appreciated.

Mr. Scott presented Ms. Gerlich with a vase in honor of her retirement and with a blanket from Margarita Mike.

b. *Presentation to Donna Hurstrom on her Retirement from Navajo County after 17+ Years of Service:*

Eric Scott recognized Donna Hurstrom for her service of over seventeen years. He spoke about his time working with Ms. Hurstrom. He shared his appreciation to Ms. Hurstrom, noting that she is a great listener who gives her full attention during conversations and responds with knowledge and confidence. He wished her the best in her retirement.

Michael Sample, Recorder, spoke about the time that he has worked with Ms. Hurstrom. He stated that one of the best decisions he made was asking Ms. Hurstrom to be his Chief Deputy, noting that she is an amazing, hardworking leader, that works well with staff and other departments across the county. Mr. Sample expresses his gratitude for their years of collaboration, acknowledging that Ms. Hurstrom will be greatly missed, and he wished her the best as she enjoys her retirement with family, especially her grandkids.

Donna Hurstrom expressed her gratitude to the Board. She spoke about her positive experience working for Navajo County, noting that the county has been a fantastic employer and that she appreciates having the opportunity to work in multiple departments with dedicated colleagues. She spoke of the hardworking staff across the county and the friendships she's formed. She stated that she is looking forward to spending more time with her grandkids. She shared her appreciation for all the support and teamwork she's experienced during her career.

**Supervisor Seymore** thanked Ms. Hurstrom for her seventeen years of service, noting that she is a team player. He spoke about Ms. Hurstrom being one of the first people he worked with when he became a supervisor, indicating that he appreciates her guidance and support during that time. He expressed his gratitude for her contributions and stated that she will be greatly missed.

**Supervisor Whitesinger** shared her appreciation to Ms. Hurstrom, indicating that she is kindhearted and a genuine person. She thanked her for her long tenure with the county and for sharing her positive energy. She wished her the very best in her retirement.

**Vice-Chair Benally** thanked Ms. Hurstrom for her service to Navajo County and wished her well in her retirement. She spoke about the positive impact she made during her time with the county and express appreciation for her contributions.

**Chairman Whiting** thanked Ms. Hurstrom for her hard work in the Recorder's Office as well as her time working with the Board. He indicated that she will be missed but that he is grateful for the chance to continue seeing her and her family. He wished her the best in her retirement and thanked her for the great service she provided.

Eric Scott presented Ms. Hurstrom with a vase in honor of her retirement.

#### ***PUBLIC WORKS:***

**Supervisor Seymore made a motion** to enter into the Navajo County Flood Control District Board of Directors Session, motion seconded by **Supervisor Whitesinger**. Motion passed 4-0, with **Supervisor Peshlakai** being absent.

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

**REGULAR AGENDA:**

a. **PUBLIC HEARING:** *Consideration and Adoption of the Amended Flood Damage Prevention Ordinance, Ordinance Number FCD 01-16:*

Donald Perkins spoke about Navajo County's participation in the National Flood Insurance Program (NFIP), which is a voluntary program that allows citizens to purchase flood insurance underwritten by NFIP. He indicated that as part of this program, the county is required to adopt and periodically update a Flood Damage Prevention Ordinance to remain in compliance with federal, FEMA, and state, Arizona Department of Water Resources, regulations. He stated that the Navajo County Flood Control Team has made necessary updates to the ordinance to ensure it aligns with current federal and state requirements. He indicated that once approved, the updated ordinance will be submitted to the Arizona Department of Water Resources, which will act as a liaison between the state and FEMA.

**Chairman Whiting** opened the Public Hearing. There being no comments the Public Hearing was closed.

**Chairman Whiting** thanked Mr. Perkins and his team for staying on top of this. He indicated that the program provides a solution for those who may struggle to find private flood insurance, offering them an important option. He thanked the team for their effort in ensuring compliance with the program, making it possible for residents to have access to flood insurance coverage.

**Supervisor Whitesinger made a motion** to adopt the Amended Flood Damage Prevention Ordinance, Ordinance Number FCD 01-16, motion seconded by **Supervisor Seymore**. Motion passed 4-0, with **Supervisor Peshlakai** being absent.

**Supervisor Seymore made a motion** to return to regular session, motion seconded by **Supervisor Whitesinger**. Motion passed 4-0, with **Supervisor Peshlakai** being absent.

**PLANNING & DEVELOPMENT SERVICES:**

a. **PUBLIC HEARING:** *Consideration and possible adoption of **Resolution Number 44-2024**, 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:*

A presentation was shown. Cody Cooper stated that this item was tabled in September and noted that the original PowerPoint presentation was available for reference if needed. He indicated that the Board had requested additional information from both staff and the applicant, which was provided, and the public was invited to submit further input. He stated that the information

requested from staff was regarding the completion of the application, specifically, whether the photo simulations for the project were adequate and if the site was suitable. He indicated that it is his understanding that the applicant will provide information regarding the suitability of the site. He spoke about the photo simulations that were taken, noting that the ordinance mandates photo simulations from the five nearest residences and from the nearest major thoroughfare, and that the photos were taken from the East Concho Highway and from the five closest homes. He indicated that staff determined that the applicant had met the simulation requirements and did not feel it was necessary to take photos from every 15-20 feet apart, as it provided nothing contextually that would be helpful. He indicated that he could review the previous PowerPoint if the Board would like.

A presentation was shown. Reg Destry, representing SBA Communications, provided some follow-up on the questions raised at the September meeting regarding the proposed communications tower. He outlined the steps taken to address the concerns that were raised as follows. He stated that as to the mailbox relocation he reached out to Snowflake Post Office for a few weeks to explore the possibility of relocating mailboxes to benefit concerned residents and that Regina Mueller advised it was determined that moving the mailboxes was not feasible due to logistical challenges, including the impact on the rural mail carrier's route contract and the inconvenience it would cause to many residents who rely on those boxes. He stated, as to the traffic data, he contacted Public Works and the Arizona Department of Transportation for traffic data, and that ADOT had recently conducted a traffic study on Snowflake Concho Highway, which showed an average of 850 vehicles per day traveling each direction. He indicated that the data is considered an accurate reflection of traffic conditions for the area. He stated that the request regarding appraisals to assess potential property value impacts was challenging due to limited comparable data in the area. He indicated that local appraisers noted the unique characteristics of homes near the proposed site, which made it difficult to conduct a meaningful before-and-after property value comparison. He stated that most opposition to the site was based on anecdotal claims due to there being no data to gather. He indicated that he reached out to Taylor Snowflake Fire and Medical, as well as the Sheriff's Department, to assess public safety needs. He stated that while the Fire and Medical team does not use Verizon services, they expressed interest in better coverage in the area and that the Sheriff's Department expressed strong support for the tower, recognizing its potential to improve coverage for local residents and first responders, noting that they provided a letter of support for the project. He stated that Steve Kennedy will provide data regarding the drive testing and coverage analysis conducted for Verizon and other carriers in the area.

**Supervisor Seymore** inquired if the Sheriff's Department and appraisers had been informed about the unique characteristics of the homes near the proposed site.

Mr. Destry confirmed that both parties were aware.

A presentation was shown. Steven Kennedy, a Radio Frequency (RF)

Engineering Consultant with 35 years of experience in the wireless industry, stated that he has built out many sites and networks. He stated that the RF Design Analysis is to justify the need for a new coverage site, noting that Coverage ensures that a mobile phone can communicate with the site's transceiver without issues like dropped calls or poor quality and that capacity refers to the ability of the network to handle data and calls without congestion. He indicated that the goal is to improve coverage and capacity in rural areas along East Concho Highway to Snowflake, noting that currently these areas suffer from poor coverage and capacity, preventing mobile phones from utilizing higher data throughput. He spoke about the statistics indicating that 96% of Americans own a cell phone, 57% rely solely on cell phones, and 84% of 911 calls are made via mobile devices. He stated that the existing Verizon tower and nearby sites are too far apart, leading to poor coverage and capacity in the area. He indicated that multiple third-party crowdsourced data shows significant coverage gaps. He spoke about the RSRP (Received Signal Reference Power) modeling shows that current coverage is inadequate, with areas marked as "marginal" or "low/no service", and indicated that a new site will enhance coverage, providing better indoor, in-vehicle, and on-street service. Mr. Kennedy spoke about the Drive Test Data, indicating that a professional drive test was conducted using industry-standard equipment, scanners and mobile phones, and that the drive test confirmed that the area experiences poor service, with less than 1 Mbps throughput, which is below the broadband threshold. He spoke about the coverage for the different providers, noting that Verizon coverage falls off quickly after Snowflake, providing only marginal to low/no service; AT&T had poor coverage in the area, with signal strength dropping in key zones; and that Cellular One's poor coverage is noted in the area, especially to the east and south. He indicated that online maps often show coverage in areas that don't accurately reflect actual service quality, noting that the maps have disclaimers about possible inaccuracies and environmental factors that affect real-world performance. He indicated that the new site is critical for improving coverage in this area, that the drive test confirms a significant service gap, with throughput levels below 1 Mbps and that approval of the proposed site is essential to address these coverage issues.

**Supervisor Seymore** inquired if the conclusion about the need for a new site, based on the specific data collected, would apply to other areas in the county or state, such as during a drive to Phoenix or in other locations with poor reception.

Mr. Kennedy indicated that he personally experienced poor service between Phoenix and Payson early in the morning, which aligns with areas showing service gaps in the analysis. This suggests that similar conclusions about the need for new sites could be made in other areas with comparable reception problems.

**Supervisor Seymore** indicated that there are several dead spots in places like Show Low, Arizona, where Verizon has not addressed service issues. He stated that the lack of service in the area being discussed isn't an isolated case and that there are likely other parts of the county experiencing similar or greater

cell phone service challenges and might have a more significant need for coverage improvement based on the population affected.

**Chairman Whiting** opened the Public Hearing.

Anna Parascando, voiced her concerns about the proposed tower, noting that she lives a half mile from the proposed site. She indicated that the representative for the tower stood to benefit financially, while local residents like herself would face negative impacts. She stated that the area already has good cell service, as she works from home with no issues, and believes the tower is unnecessary. She raised concerns about the tower's proximity to homes, potential decreases in property value, and the loss of scenic views, which were key to her decision to build her retirement home. She also expressed health concerns about wireless radiation, noting that the FCC has not updated its research on the subject since 1996. She requested that the Board deny the tower application.

Kerry Dunn expressed concerns about the proposed cell tower, noting that he has worked for in EI community for over 13 years and that approximately 80% of his customers are in that community. He indicated that the tower's construction would result in a significant loss of business for him. He read a statement from a community member, that was unable to attend in person, who indicated that the tower's construction would decrease the value of his property, making it difficult to sell for a fair price. He requested that the reports filed by SBA be rejected due to being deceptive for failing to account for coverage improvements from two other towers already approved and misleadingly omitting the fact that 911 calls receive priority. He urged the Board to deny the project.

Kevin Dunn strongly opposed the proposed cell tower, noting concerns about its impact on property values and the community. He indicated that there are no significant signal issues in the area, countering the need for the tower. He projected a 30-40% decrease in property values, particularly for homes with specialty construction and spoke about the neighborhood's history as a safe haven for individuals with immune deficiencies, warning that the tower would destroy this appeal. He addressed the lack of consideration for health risks associated with cell towers and noted that local businesses, including the Country Store and Snowflake Tire, have no interest in the tower. He indicated that the tower would have devastating effects on long-time residents.

Karen Perrin addressed concerns about the proposed cell tower, referencing a 2001 zoning change for the White Antelope section of Concho Highway and noted that the resolution excluded environmentally questionable uses that would be allowed in CR zoning. She stated that the cell tower would be inadmissible under the intent of this resolution, as the area near the tower would be inherently unsafe. She indicated that the ordinance requires proof that existing wireless facilities are inadequate before approving new towers. Karen stated that the Black Mesa Tower, approved in June of the previous year, was meant to provide coverage to the area. She requested that the Board to deny the tower application.

Susan Molloy expressed concern that the tower would seriously impact her

neighborhood, which is home to individuals with disabilities and health issues, including herself. She warned that the tower would degrade property values and obstruct access to vital public and commercial services. She indicated that while certain actions may be legal, they can still have severe negative consequences for residents. She requested that the Board consider the impacts and deny the tower application.

Deborah Schmeltzer shared her opposition to the proposed cell tower, stating that the Telecommunications Act was heavily influenced by wireless corporations and lobbied through the government, despite the known health risks associated with wireless technology. She stated that SBA and Verizon had failed to prove a coverage gap, making the tower unnecessary. She spoke about the negative impact on the special needs community in the area, which includes medically and legally disabled residents. She requested that the Board prioritize public health, safety, and welfare and suggested that fiber cable might be a better, more reliable long-term solution. She indicated that if the tower is approved, the county should refund taxes to disabled residents in the affected neighborhood.

Melinda Wilson expressed her opposition to the proposed cell tower, noting its potential negative impact on residents who are highly sensitive to electromagnetic fields (EMFs) and radio frequencies. She shared that 20 people considering moving to the area have written letters to the Board stating they would not relocate if the tower is built. She read quotes from potential future residents, emphasizing that the presence of a cell tower would disqualify the area as a safe place for those with chemical and electrical sensitivities. She indicated that the White Antelope community is a specialized, government-funded housing development designed to shield against EMFs, and the construction of the tower would undermine its purpose. She noted that there has been a long waiting list for this housing, which is specifically intended for individuals with these sensitivities.

Gary Gumbel shared his personal experience of living with electrical sensitivity. He explained that after seeking medical advice, he was told there was no treatment for his condition, and the only solution was to avoid electrical exposure. He spoke about the importance of maintaining distance from electrical sources to stay safe, and referenced a website run by Melinda Hahn, which connects people seeking electrically safe living environments. He indicated that if the proposed cell tower is built it would make the homes in that area unsafe for individuals with electrical sensitivities. He stated that such a development would prevent these homes from being listed in the safe housing directory.

JoAnne Guderian stated that she sells real estate in the area and opposed the proposed cell tower, agreeing with Kevin Dunn that property values will significantly decrease if the tower is built, particularly for those with health issues who rely on the area's safe environment. She shared a personal story about hosting a woman named Millie, who had been living in her car due to extreme sensitivity to EMF and mold, noting that her health improved in the area. She spoke about the importance of considering the well-being of



residents who are affected by environmental illnesses. She stated that 35% of the homes in the area are specially built for people with such sensitivities, and a drop in property values would negatively impact the entire community. Carla Marr shared her opposition to the project, noting her concerns about its impact on her property and health. She stated that if the tower had been in place when she was house hunting, she would not have purchased her home, as she values the peaceful, natural surroundings. She spoke about the outdated data used by the FCC to support the tower's approval, noting that health risks associated with EMF exposure were not well understood when the Telecommunications Act was passed, and the data has not been updated since. She stated that she experiences good cell service at her location, countering claims about service gaps, and emphasized that as someone with autoimmune issues, she would consider relocating if the tower is approved.

9:35 a.m. **Supervisor Peshlakai** present.

Scott Killingsworth (appearing remotely) reviewed data showing a significant price difference between homes in the area built for those with environmental sensitivities and those built for the general market, noting that between 2017 and 2022, homes for sensitive individuals sold for an average of \$235 per square foot, while comparable non-sensitive homes sold for \$127 per square foot. He argued that the unique, specialty-built homes in their community command higher prices, and the proposed tower would drastically reduce the desirability of the area, leading to a decrease in property values. He indicated that Verizon has been approved for new towers at Black Mesa and Snowflake Heights, which he believes renders the proposed tower unnecessary, as these towers will likely cover the area.

Dianna Suslo (appearing remotely) requested that the Board deny the proposed cell tower application for several reasons. She highlighted strong community opposition, with 20 letters from residents stating they would not buy properties if the tower is built, predicting a 30-40% decrease in property values. She indicated that there is no proven need for additional coverage, as existing towers at Black Mesa and Snowflake Heights can be strengthened to provide reliable service. She spoke about the lack of proper adherence to requirements in the application, including the failure to submit necessary safety documents and electrical drawings. She requested that the Board prioritize the wellbeing of the Snowflake community and protect property values, character, and public safety.

Nina Beety (appearing remotely) indicated that the proposed White Antelope Wireless Communication Facility is a civil rights and disability rights issue. She requested that the Board deny the project, as it would discriminate against individuals in a protected class under state and federal laws. She indicated that the Telecommunications Act does not override civil rights protections and that the facility would block disabled individuals' access to their specially constructed, publicly funded homes and essential services, such as mailboxes. She spoke about the Americans with Disabilities Act, Fair Housing Act, and Arizona laws, claiming that approving the tower would effectively "redline" the area and discriminate against disabled residents.

Sharone Goldman (appearing remotely) asked the Board to deny the cell tower application at the intersection of Concho Highway and White Antelope, emphasizing that while Verizon is a large corporation, the proposed tower is not critical to its operations, indicating that with a customer base of 114 million, Verizon's need for a tower in Snowflake, a small rural community, is minimal. She indicated that approving the tower would significantly harm property values, potentially causing a loss of up to 20% in this unique community. She stated that Verizon has alternative solutions, such as strengthening existing towers and utilizing shared infrastructure, which would meet Snowflake's needs without impacting residents' quality of life and financial security.

Naomi Larson (appearing remotely) stated that she lives three miles from the proposed cell tower site and expressed concern for herself and other senior citizens in the community. She stated that many of the residents, due to their sensitivities, are unable to transition to assisted living facilities or nursing homes, and the loss of their homes would be devastating. She indicated that the tower could force residents to face homelessness or become a burden on family members. She requested that the Board to deny the cell tower permit, noting the severe emotional and practical consequences for vulnerable community members.

Vicki Cuscino stated that she represents a couple of statewide disability organizations, a couple of residents living in the community, as well as operates a center for people with disabilities in Southern Arizona. She shared her concerns for the residents of the community with disabilities, especially those living in specially constructed homes funded with public money, noting that the homes are tailored for individuals with electrical sensitivities and environmental illnesses. She indicated that approving the proposed cell tower would jeopardize a safe haven for these vulnerable individuals, some of whom are unable to relocate due to a lack of accessible housing options. She spoke about a 2020 court ruling that criticized the FCC for not updating its 1996 regulations on wireless radiation and its failure to consider non-cancerous harm. She requested that the Board deny the application to protect the safety and accessibility of the community.

There being no additional comments the Public Hearing was closed.

**Supervisor Seymore** thanked the public for their respectful participation and the research shared during the meeting. He spoke about the factors influencing his decision, including the importance of civil rights and the Disability Act, which should prevent telecommunications from overriding the protections. He spoke about the potential economic impact on the community, as well as the health and safety concerns for residents with immune deficiencies, noting that the state and federal government, as well as the county, should work together to provide a safe haven for the community. He indicated that he doesn't have an understanding and that he hasn't researched the existing regulations and whether these could restrict the cell tower or electronic devices that would affect their wellbeing and safety. He noted that the Black Mesa tower has not been completed and that the Snowflake Heights tower has not been improved, indicating that it may be premature to approve this tower. He stated that based

on those things he is having a hard time voting in favor of the application.

**Chairman Whiting** requested that Brad Carlyon, County Attorney, address the legal issues that were raised, including ADA.

Brad Carlyon indicated that while he does not believe this is a civil rights issue, he does recognize potential concerns under the Americans with Disabilities Act (ADA). He stated that there are four key areas that the board must address for a proper appellate review, which include ensuring the decision is not based on discrimination, confirming whether the individuals seeking ADA protection qualify under the statute, determining if denying the cell tower is a reasonable and necessary accommodation, and assessing whether granting this relief would fundamentally alter the county's comprehensive plan or zoning ordinance. He stated that if the Board is not prepared to address those at this time, they could have staff address them and bring back a report of the four areas. He spoke about receiving over 200 pages of documentation with insufficient time to review them thoroughly, noting he had only about eight hours to evaluate the material.

**Supervisor Whitesinger** stated that she is in agreement with Supervisor Seymour, noting the unique needs of the community, particularly those with disabilities, who have moved to the area specifically for its environment. She indicated that this is a distinctive situation that should be carefully considered when making a decision. She proposed tabling the decision to allow for further consideration of the four key points mentioned by Mr. Carlyon, particularly in regard to potential litigation, indicating that that they are things that need to be considered when making a decision.

**Vice-Chair Benally** spoke about concerns about varying reception levels for different cell phones in the area, indicating that one individual stated that they drive through there all the time without loss of reception. She indicated that there is another tower planned that may address coverage gaps. She suggested holding off on the decision for further consideration.

**Chairman Whiting** thanked the public for their input, acknowledging the concerns raised by both supporters and opponents of the proposed cell tower. He spoke about the landowner's rights to develop their property and the concerns of neighboring property owners, particularly those who have invested in homes designed for a specific lifestyle. He talked about the lack of protection for the residents, given that they do not own all the surrounding land, which could lead to future conflicts. He indicated that they may need to review and possibly look at an ordinance that could provide better protections for residents' quality of life. He inquired if there are any additional legal considerations the board should be aware of beyond what has already been discussed.

Mr. Carlyon stated that if the Board plans to table the issue and direct staff to address the four key issues required under the ADA, they will work with Brandt Clark and himself to ensure everything is covered.

**Chairman Whiting** stated that before this comes back before the Board, he would like to see if there is a tool or mechanisms that could allow for a favorable outcome, noting that it may take longer since they are in the process of the 10-year review.

Mr. Carlyon indicated that the Board can direct staff to look at amending the zoning ordinance, either as part of current examinations or separately, to address issues related to people with disabilities or similar concerns.

**Chairman Whiting** directed staff to look into amending the ordinance. He requested that Mr. Cooper explain the “shot clock” for the deadline to make a decision.

Mr. Cooper stated that the application must be decided by November 28, 2024, to comply with the FCC's 150-day shot clock requirement and that if no decision is made by that date, the Telecommunications Act mandates that the application will be automatically approved without action from the board.

A discussion was held regarding the decision-making timeframe and the process if the board votes to deny the application.

The board requested legal input from Mr. Carlyon, asking for clarification on the legal aspects of the situation.

Mr. Carlyon indicated that the Board would need to make a motion to approve or deny the application, with a part of the motion directing staff to issue written findings of fact based on the testimony and statements made during the meeting, and that part of the motion would need to include the Chairman being authorized to sign the findings.

**Supervisor Seymore made a motion** to adopt **Resolution Number 44-2024**, 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 and direct staff to prepare a written statement regarding the findings of fact and delegate the Chairman to review and sign the statement prior to November 28, 2024.

Mr. Carlyon asked that the Board make a determination on several key points regarding the proposed cell tower, including whether there will be a substantial gap in services within the area, whether the applicants have proven that this is the least intrusive method to address service gaps, if the tower could have a significant impact on property values, that staff was directed to address Americans with Disabilities Act (ADA) issues and that there has been a determination that one or more individuals in the area fall within the protected class under the ADA and that their request to not have a tower in the area is a reasonable and necessary accommodation given their disabilities.

A discussion was held regarding the information that will need to be provided.

Motion was seconded by **Supervisor Whitesinger**. Vote unanimous approving the motion.

The Board recessed at 11:20 a.m.

The Board reconvened at 11:30 a.m., with all Supervisors being present.

The Board moved to agenda item 7c BOE.

- b. ***PUBLIC HEARING: Consideration and possible adoption of Resolution Number 45-2024, approving/denying a Final Plat to allow for a 20-lot single-***

*family residential subdivision, in the Lakeside area:*

A presentation was shown. Cody Cooper stated that the proposed project involves a parcel of just over 24 acres currently zoned for commercial residential use, that it would feature 20 single-family residential lots, some private roads internal to the subdivision, private gated access that would come off of SR 260, and a proposed open space area for riparian wildlife, covering just under 16 acres. He noted that there are some public utility and drainage easements indicated on the plat. He stated that the property borders the Pinetop Lakeside area and includes floodplain and floodway at the rear. He indicated that the proposed layout has been reviewed, that the project has been under consideration for about a year and that the applicant has met all requirements, including the financial assurances required by state law. He stated that staff recommends approval of the final plat, subject to a 24-month period within which the applicant must begin and complete the necessary work for the project. He further stated that no public comments, either in favor or against, have been received.

**Chairman Whiting** opened the Public Hearing. There being no comments the Public Hearing was closed.

Jon Ottis, Applicant/Developer, introduced himself and shared his commitment to creating a sensitive and responsible development, noting that as a 10-year resident of Lakeside, he has a deep respect for the local wildlife and trees, and he has made efforts to ensure the development aligns with these values. He stated that the subdivision will have an HOA and CC&Rs to maintain the community, including street upkeep. He indicated that the development will not be gated, that the open space area will remain undeveloped, with no biking trails, lighting, or construction allowed and that residents can enjoy the space, but it will be kept in its natural state for wildlife.

Mr. Ottis answered questions of the Board indicating that the homes will each be 1,500 square feet livable under roof, that all 20 homes sites will be built by the developer to ensure consistency and avoid potential issues with individual homeowners and that the development will be built for cash, that there are two homes up with plans to start two more homes soon and build more as the market allows. He stated that there will be a 10-foot-tall brown split-face block fence, with four-inch metal blocks and a two-inch gateway in the middle and that at the corners of each lot, the fence will have a more decorative design with pressed wood stained to match the aesthetic. He indicated that the decision to use a less expensive option was made to save costs, as a fully block fence would have been too expensive due to soil issues requiring deeper foundations. He stated that the HOA will be responsible for the maintenance of the fence.

**Supervisor Seymore made a motion** to adopt **Resolution Number 45-2024**, approving a Final Plat to allow for a 20-lot single-family residential subdivision, in the Lakeside area and that the CC&R'S be recorded with the project, motion seconded by **Supervisor Whitesinger**. Vote

unanimous approving the motion.

- c. **PUBLIC HEARING:** *Consideration and possible adoption of Resolution 46-24, approving/denying a request by Stellar Red Hills Solar, LLC, for a Special Use Permit to allow for the construction and operation of a 1,000MW solar power generation facility, as well as a 1,000MW, 4-hour, battery energy storage system (BESS), and associated facilities on approximately 9,213 acres of land located 3.5 miles northwest of Snowflake, Arizona:*

A presentation was shown. Cody Cooper stated that this property is located about 5.5 miles northwest of Snowflake, Arizona, covering 15 parcels totaling approximately 9,213 acres, that the zoning is primarily RU 20, with mixed ownership from several companies, including Aztec Land and Cattle Company, Flake Ranch LLC, Langley Enzi Ranches LLC, and the Arizona State Land Department. He indicated that the proposed project involves the installation of solar modules and racking systems, which are typical, a 34.5-kilovolt collection line, an onsite substation, a gen-tie line connecting to SRP Sugarloaf Substation, a battery energy storage system, with a capacity to store up to 1,000 megawatts of electricity for up to 4 hours, an O&M building, and associated infrastructure, including a 7-foot fence with barbed wire. Mr. Cooper reviewed the process for these types of projects which consist of a conceptual meeting with the Planning and Zoning staff, a pre-application meeting, discussion of the application with relevant county departments and outside agencies such as Game and Fish and the Fire Marshal's Office, community outreach, full submittal of the package with any corrections requested at the pre-application meeting, the Planning and Zoning Commission Hearing and then it goes to Board of Supervisors. He stated that one of the outside agencies is the utility companies and that the request for procurement from utility companies for the project does not necessarily occur immediately after or in parallel with the Board of Supervisors' approval, but that the process is separate and may take place either simultaneously or at a later stage in the project. He indicated that if the project is approved by the Board of Supervisors it will go to the Corporation Commission for a Certificate of Environmental Compatibility, that requires some open houses as well as hearings that are separate for that agency. He further indicated that follow that there's the utility interconnection agreement and power purchase agreement and that after all of those steps are completed, they come back to show the completeness of the conditions applied to their project and move forward with building permits and construction of the project. He stated that bonding will be required for decommissioning to ensure no public funds are needed.

He stated that this project has been reviewed and has been found to be in compliance with the comprehensive plan and zoning ordinance and that there have been inclusions for cultural studies as well as environmental resources. He indicated that staff has received one letter in favor and no objections. He stated that staff recommends approval of the Special Use Permit for the generation facility, subject to 14 conditions, which were outlined in the staff report.

Thomas Galvin, on behalf of Stellar Renewable, expressed gratitude to staff for their extensive work and collaboration throughout the project. He acknowledged the thorough submittal process, which involved fulfilling numerous requirements, and highlighted the project's compliance with the comprehensive plan and zoning codes. He also noted the unanimous approval from the Planning and Zoning Commission and stated that no significant changes have occurred since that approval. He stated that the project is still in progress, with further work required with utilities and site planning. He thanked the landowner for their support.

**Chairman Whiting** opened the Public Hearing.

Celia Laughlin withdrew her request to speak on this item.

Revone Bauwens stated that she is a 22-year military veteran. She indicated that she is in support of the solar battery project in Navajo County. She spoke about her background in science and math education and her personal experience with solar energy, living in a solar-powered home. She commended the county for its commitment to alternative energy and noted the positive impact of the Inflation Reduction Act, which brings federal funds to support clean energy in the county. She addressed concerns about opposition to the project and the attitudes and those who claim to know what Indigenous people want in the county. She expressed concern about a statement from an opposing group that mentioned religious views and criticized the Board of Supervisors, calling it an imposition of religious and political beliefs on issues that should be based on science and facts. She requested that the Board make decisions grounded in science, logic, and the best interests of all citizens, rather than personal political or religious beliefs.

Belinda Quog expressed her opposition to the proposed solar farm, indicating they were not notified about how to submit comments. She stated that while small-scale solar and wind technologies for rooftops and backyards are beneficial, large-scale solar and wind farms cause irreversible harm to the environment and surrounding communities. She indicated that these projects are outdated, environmentally damaging, and driven by corporate greed. She requested that the Board to deny the special use permit, warning that approving the project would leave a permanent scar on the region, which future generations would despise. She addressed concerns about a potential conflict of interest involving Chairman Whiting, who serves on the Board of Real AZ, a company involved in bringing large-scale projects like this solar farm to Navajo County. She stated that they want answers and transparency regarding any financial ties between Chairman Whiting, Real AZ, and its affiliated entities.

Gaylan Flake, a fourth-generation rancher from the Flake family, expressed concerns about the proposed solar farm that would impact five sections of their family ranch, which has been in operation for over 100 years. He indicated that the ranch relies on vital water sources within these sections, and losing access to them would disrupt their operation and threaten its long-term sustainability. He stated that the ranch also provides crucial habitat for a large herd of elk, and the solar project would force them to relocate, increasing

conflict between wildlife and agriculture operations. He addressed the environmental risks, including soil erosion due to the loss of native vegetation, which would affect not only their land but neighboring properties as well. He indicated that the project is dividing the community, affecting only a few landowners at a time, and allowing large corporations to profit from local lands without regard for the heritage and way of life of the families who have lived there for generations. He indicated that this project would cause long-term harm to both the land and community if the project proceeds. There being no additional comments the Public Hearing was closed.

Cody Cooper answer questions of the Board, indicating that there is public engagement opportunities during the community outreach which is targeted to neighboring properties near the project, the Planning and Zoning Commission, an email and phone line for direct public comments, the Board of Supervisors Meeting and the process for the Certificate of Environmental Compatibility that has public input through the external agencies. He indicated that additionally, if the project is approved, it will still undergo a public process at the Corporation Commission, especially if the utility companies accept the project through a Request for Procurement. He noted that the County does not control utility purchases or select energy types; those decisions are made by private utilities within the bounds of the law.

**Chairman Whiting** clarified that he has never been paid for his involvement with Real AZ. He explained that Real AZ is an economic development organization that supports businesses considering the area, facilitate conversations, and directs them to the appropriate resources. He emphasized that his involvement is voluntary and aimed at serving the community, not for financial gain. **Chairman Whiting** stated that the private landowner has the constitutional right to use their land as they see fit. He clarified that the county's role is to determine if the proposed project meets the county's ordinances, not to be involved in private business agreements or negotiations between the landowner and the business. He indicated that the Corporation Commission plays a role in deciding whether a utility will purchase and sell the power. He confirmed that the recommendation was that the project meets the ordinance requirements.

**Supervisor Seymore** indicated that this area has been known for its natural resources, particularly wind and solar power, long before the current Board. He stated that the county had made a decision to allow these types of projects and has supported several such projects and their economic impact, including job creation. He indicated that there is rarely opposition to solar power generation stations. He noted that staff is working on reclamation plans for when these projects reach the end of their useful life, ensuring that the land can be restored to its original state as closely as possible.

**Chairman Whiting** spoke about concerns with the conflict between landowners' private property rights and the impact on ranchers, particularly those who lease land for their operations. He indicated that ranchers often do not own the land they use, which limits their control, and raised concerns about the effect on



generational ranchers if land is repurposed for projects like solar. He indicated that it's not clear whether the government should intervene in how private land is used. He stated that it's his understanding, with solar projects, ranchers would need to move their cattle off the land, while there may be a trail for the cattle to pass through, they would not be able to remain on the land used for the solar farm, but that with wind projects, ranchers can continue to use the land for grazing or other purposes, as wind farms allow for shared use of the land. Mr. Cooper stated that solar projects typically require a large amount of land, which prevents grazing, however, many solar projects do provide grazing corridors and migration corridors for wildlife, and that wind projects have a much smaller footprint, with limited concrete usage, allowing for multi-use of the land, including grazing on a larger scale.

**Supervisor Seymore made a motion** to adopt **Resolution 46-24**, approving a request by Stellar Red Hills Solar, LLC, for a Special Use Permit to allow for the construction and operation of a 1,000MW solar power generation facility, as well as a 1,000MW, 4-hour, battery energy storage system (BESS), and associated facilities on approximately 9,213 acres of land located 3.5 miles northwest of Snowflake, Arizona, motion seconded by **Supervisor Whitesinger**. Vote unanimous approving the motion.

The Board moved to Item 8, County Business Update.

**Supervisor Whitesinger made a motion** to enter into the Board of Equalization, motion seconded by **Supervisor Seymore**. Vote unanimous approving the motion.

7. **BOARD OF EQUALIZATION:**

- a. **10:00 AM Discussion and action regarding Petition for Review of Notice of Change APN 206-42-084; Swearing in of Assessor, Appraisers and Petitioners:**Melissa

Laurie Velde, Appraiser, stated that the property is located within the Pine Crest RV Resort, that it's a 385 square foot park model, built in 2013, with residential yard improvements for the land value includes electrical, water, sewage hookups, a 120 square foot storage shed and a 527 square foot covered wood porch, built in 2024. She indicated that it has a full cash value of \$114,737, with a limited property value of \$79,932 and that the residential yard improvements have a full cash value of \$82,542 and a limited property value of \$47,736. She stated that the park model has a full cash value of \$32,196 with a limited property value of \$32,196 and that the land value is included in the residential yard improvements and remains unchanged at \$16,250. She reviewed the appeal submitted by the property owner, noting that their cost breakdown for the covered wood porch is \$44,522 and that they believe the full cash value for the residential yard improvements should be \$65,000. She stated that the Assessor's data shows that the full cash value for the 2024 tax roll was \$33,997, and for the

2025 tax roll, it is \$82,542, a difference of \$48,544. She indicated that the limited property value for the 2024 tax roll was \$27,364 and for the 2025 tax roll is \$47,736, a difference of \$20,372, which is less than half of the owner's stated cost. She stated that the Assessor recommends keeping the full cash value at the current value, as the limited property value is calculated in accordance with Arizona Revised Statutes 42-13301.

**Supervisor Seymore made a motion** to deny the application and approve the Assessor's recommendation that the full cash value remain as the current value, motion seconded by **Supervisor Whitesinger**. Vote unanimous approving the motion.

The Board moved to Item 7d

- b. **11:30 AM Discussion and action regarding Petition for Review of Notice of Change APN 212-43-064; Swearing in of Assessor, Appraisers and Petitioners:**Melvin

Mr. West addressed his concerns with the significant increase in his property assessment, which almost doubled from the previous year, questioning how such a large increase could happen in one year. He spoke about several issues with the property, including damage from washed out dirt and cinders during a rainstorm, the foundation settling, and damage caused by a storm to the shingles and carport. He spoke about a site map sent by Planning and Zoning, which shows that he owns a 50x165 feet piece of property and inquired would like to buy it from him. Cammy

hat the property owner applied for the freeze in 2019, which locked the limited value for three years, that he reapplied 2022, which extended the freeze for 2022, 2023, and 2024, but that he did not reapply for 2025, so the freeze was removed, and the property was subject to six years' worth of increases, not just one year. She stated that multiple notices were sent, including a letter on February 7, 2024, asking the owner to refile, another letter on August 2, 2024, with Urgent Final Notice in red and a letter in September 2024 notifying him that the freeze had been removed. She indicated that despite these efforts, the owner did not respond, and that the Senior Valuation Protection Freeze was not continued, noting that per Arizona law, the freeze must be reapplied for every three years. She stated that the only change in the property value is the removal of the freeze, which caused the limited value to increase significantly, but that the full cash value remains unchanged. She stated that the Assessor's Office doesn't have authority to waive the paperwork requirement, as it is based on constitutional and statutory rules.Mr.

all of the required paperwork. He indicated that he wished he could have found the documents which would have saved him from the property value increase. He inquired if the County would be interested in purchasing the 50x165-foot strip of their property that extends into McNeil Street.

**Chairman Whiting** stated that they will not be able to address the request to purchase the property today. He noted that the Petitioner indicated that he had issues with completing the required paperwork.Ms.

**Supervisor Whitesinger** inquired about the application process.Ms.

ion Protection Freeze, noting that they are required to reapply every three years and that if they fail to reapply, they will be subject to the current, unfrozen value. She stated that he can reapply now, that it will freeze at the value and remain frozen as long as he completes the paperwork.

**Vice-Chair Benally** inquired if this would remain unfrozen between September and when the Petitioner can reapply in February. Ms.

the Senior Valuation Protection Freeze. She indicated that without reapplication, the property value will continue to increase in line with similar properties, just like everyone else's, and will not benefit from the freeze unless the senior freeze is requested again.

**Supervisor Whitesinger made a motion** to follow the recommendation of the Assessor, motion seconded by **Supervisor Seymore**. Vote unanimous approving the motion.

The Board moved to Item 7a.

- c. **11:45 AM Discussion and action regarding Petition for Review of Notice of Change APN 103-01-020; Swearing in of Assessor, Appraisers and Petitioners:**Cammy

O'Haco, Petitioner were sworn in by Melissa Buckley, Clerk of the Board. Jana e deed was recorded, and according to Arizona law, the new owner must file a new application to maintain this agricultural valuation. She stated that the application was not received, so the parcel was revalued based on market value. She further stated that at this time they are requesting that the application be denied, but with the stipulation that if the new owner files the application by June 1st, the property will receive the agricultural reduction in value. Mr. O'Haco stated that he agrees.

**Supervisor Peshlakai made a motion** to deny the application at this time, with a stipulation that if the new owner files the application by June 1, 2025, the property will receive the agricultural reduction in value, motion seconded by **Supervisor Whitesinger**. Vote unanimous approving the motion.

The Board moved to Item 7b.

- d. *Consideration of Stipulations between the County Assessor and Petitioners on Petitions for Review of Notice of Change; Swearing in of Assessor, Appraisers and Petitioners:*Cammy

As to Parcel 202-67-002 the Assessor's Office and Petitioner, Lunt, reached a stipulation that the full cash value be set at \$398,065 with a limited value of \$230,211.As

As to Parcel 202-05-088A the Assessor's Office and the Petitioner, Augusta Ranch 50, LLC, have reached a stipulation that the full cash value be set at \$516,092 with a limited property value of \$298,468.As

Sirott, have reached a stipulation that the full cash value be set at \$526,280 with a limited value of \$304,361.As

**Supervisor Whitesinger made a motion** to approve the stipulations, motion seconded by **Supervisor Peshlakai**. Vote unanimous approving the motion.

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

The Board returned to Item 6b.

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

**Supervisor Seymore** wished Melissa Buckley a Happy Birthday.

**CALL TO THE PUBLIC:**Celia

s for defrauding investors. She indicated that there is public distrust of Blue Earth, and stated that the wind turbines are ugly, that the energy emissions harm nearby residents, and that they cause environmental damage to wildlife.

Donna Shurwin spoke about concerns with shortcomings in the election process, particularly regarding staffing at polling sites, noting that according to ARS 16-531 polling sites should be equally staffed by representatives from the two major parties. She talked about an observation of discrepancies at the White River poll, where there were 17 Democrats and only 2 Republicans. She addressed issues with the lack of advertising for poll workers, indicating she didn't see anything in local. She spoke about a situation where Republicans who had completed the training were not called to work, even though the day before the election there were still staffing shortages. She stated that she hopes that a follow-up survey will be sent out to poll workers, like was done for the Primary Election. She shared an incident where two friends were unable to get confirmation on their assignments for the Pinon polling center, despite multiple attempts to contact the office, and were ultimately told they would not be hired due to having too many issues in Pinon when they worked during the Primary Election. Jerry's report after the election and that despite being told it would be a serious issue, he noted that similar problems occurred during the primary election, with missing reports and signatures at multiple polling places. He shared his frustration that these issues were not addressed and that the election results were certified despite these discrepancies. He stated that he hopes that with the election of new county officials, these problems will be corrected, leading to more transparent, fair, and timely elections in the future.

**Supervisor Seymore** stated that several states, including Arizona, were still counting ballots, noting that due to close races in our races nothing was declared. He requested that staff look into the irregularities, follow-up with the committees and possibly make adjustment where they are able going forward so the elections can continue to improve. He expressed gratitude to the citizens who voted, those who worked in the polls, as well as those who commented at today's meeting.

**ADJOURN:** 12:49 p.m. meeting adjourned.

**1:05 p.m. WORK**

*: Pursuant to ARS § 38-431.02 and ARS § 38-431(3), notice is hereby given to the members of the Navajo County Board of Supervisors and to the Public that a quorum of the Board of Supervisors may be present for a work session immediately following the Board of Supervisors Agenda in the Board Chambers where no official action will be taken*

a. *Winter Weather Conditions Preparedness:*

Bryan Layton stated that staff has put a lot of work into clarifying and standardizing the process for transportation partnerships, to help supervisors be successful with these projects. He indicated that they often get questions about handling winter weather emergencies and non-emergencies, so they have asked staff to provide an overview of the processes they follow, in order to help the

supervisors feel confident in responding to these types of situations and knowing who to contact. **Catrina**

about the differences between emergencies and disasters, emphasizing that large-scale events typically fall under disaster management. She indicated that various governing agencies, including towns, counties, recognized tribes, state, and federal agencies, can declare an emergency. She introduced **Sharon Sandwell**, with the Navajo Nation. **Ms.**

ment and the focus on preparing local chapters and county partners. She stated that local chapters cannot declare an emergency but can call on governing agencies to initiate the process. She spoke about the importance of partnerships and coordination with private partners, tribes, state, and federal entities. She explained the role of the Commission on Emergency Management in declaring emergencies for the Navajo Nation. **Ms.**

uding technical assistance and resource deployment. She outlined the local area of responsibility for winter weather emergencies, including law enforcement, public health, and infrastructure. **Madhav**

**Ms. Jenkins** and **Ms. Sandwell** spoke about the importance of partnerships and coordination with various agencies to manage winter weather emergencies effectively. **Ms.**

**Rochelle** addressed the process for handling non-emergency weather-related requests, including coordination with government relations and public works. She spoke about the importance of having staff and resources available to respond to non-emergency requests. She addressed the role of her office in coordinating with non-government agencies to support non-emergency requests. She spoke about the availability of district HURF funds and the discretionary use of these funds for non-emergency requests. **The Vice-Chair Benally** requested that a change be made to the operators being through BIA.

**Supervisor Peshlakai** inquired of **Ms. Sandwell** about some detour signs due to the congestion and road damage.

b. *Planning & Development Update: Cody*

A discussion was held regarding the projects needing to be close to transmission lines, including projects on tribal lands and the regulations that are required on and off tribal land. **Mr.**

**Chairman Whiting** inquired if projects that are on state land have to go through the local jurisdiction. **Brandt**

**Mr. Larisch** and **Mr. Cooper** spoke about setback requirements and zoning overlays. They spoke about the next steps for the Comprehensive Plan, including the timeline, public comment period, noting that it's scheduled to go before the Planning and Zoning Commission on December 12, 2024, and then be on the Board's agenda January 14, 2025. They spoke about the importance of having a comprehensive plan to support the growth of renewable energy in the county. **A**

A discussion was held regarding having a designated specific energy corridor. **Mr.**, noting that really, there are only a few pockets where there's undeveloped that could be proposed on private land, but that they would not all be accepted.

**Chairman Whiting** shared his concerns about the areas near the forest, as those seem to be generating a lot of pushback from the public due to the visual impact and suggested exploring the possibility of designating certain areas as off-limits or creating buffer zones to avoid development in those sensitive areas. A possibility of designating certain areas as off-limits or creating buffer zones to avoid development in those sensitive areas, though they acknowledged the potential legal risks of such an approach. Mr.

A discussion was held on finding ways to balance the public's concerns about visual impacts while respecting the limitations of the county's jurisdiction over state and federal lands.

c. *Board Policies and Procedures:*

Melissa Buckley spoke about the Board Policies and Procedures, noting that she has received the feedback that was submitted and has incorporated it into the document. She reviewed the additions to the documents, including the election of the Chair/Vice-Chair and the terms for those positions. Ms.

Public being moved to the end of the agenda, the new Call to the Public forms that show if the person's topic is related to an agenda item or not, noting that if it is on the agenda it will be heard during that item. She indicated that if everyone is good with it, she would like to put it on the December 10, 2024, Consent Agenda.

**Supervisor Seymore** inquired about information regarding Public Hearings on agenda items. Ms.

that it could be added. The

Ms. Buckley stated that she will make the changes indicated within the document and send it out for one final review.

**Supervisor Seymore** and Bryan Layton thanked Ms. Buckley for the work done on this.

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

**DATED: December 10, 2024**

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

**NAVAJO COUNTY BOARD OF SUPERVISORS' MINUTES**  
**Tuesday, November 15, 2024**

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

Staff Brad Carlyon, County Attorney; Rayleen Richards, Elections Director;  
Attendance: Michael Sample, Recorder (all appearing virtually); Leah Thomas,  
Deputy Clerk of the Board

**9:02 a.m. Call To Order:** Chairman Whiting called the meeting to order.

**ELECTIONS:**

- a. *Consideration and approval of the Official Canvass of the results of the November 5, 2024, General Election :*

**9:03 a.m. Supervisor Dawnafe Whitesinger** present.

Rayleen Richards thanked her staff for all of the work that they do. She thanked the Republican and Democratic Party Chairs their hard work in securing poll workers. She expressed her gratitude to the Board for their support. Ms. Richards stated that there is one change to the canvass that was posted related to the Whiteriver School District, which Navajo County and Gila County share. She indicated that she received Gila County's final results after the canvass had already been posted, and that the change will be reflected in the official canvass that will be recorded. She requested approval of the canvass as presented.

**Chairman Whiting** thanked Ms. Richards for the presentation and for the update to the results that includes Gila County's information. **Supervisor Seymore** inquired if they feel that everyone's vote was counted that was cast. Ms. Richards stated yes.

**Supervisor Peshlakai made a motion** to approve the Official Canvass of the results of the November 5, 2024, General Election, motion seconded by **Vice-Chair Benally**. Vote unanimous approving the motion.

**ADJOURN:** 9:07 a.m. meeting adjourned.

**APPROVED:**

**DATED: December 10, 2024**

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



**ATTEST:**

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

DRAFT



**Board of Supervisors Regular**

**1. c.**

**Meeting Date:** 12/10/2024

**Title:** Assessment Roll of Navajo County for the tax year 2025

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

**Department:** Board of Supervisors

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**Motion before the Board:**

Acknowledge receipt of the complete real property Assessment Roll of Navajo County for the Tax Year 2025 and direct the Clerk to accept it for filing, pursuant to A.R.S. § 42-15153

**Background:**

42-15153. Completion and delivery of property lists and assessment roll; use of lists by administrative appeals bodies

A. On or before December 20 of each year, the county assessor shall complete the assessment roll and attach the assessor's certificate to the roll with a cross-index of all property listed in the roll, showing the ownership of the property and all assessment lists from which the roll was compiled.

B. The assessor shall deliver the lists and certified roll to the clerk of the board of supervisors who shall file them in the clerk's office.

C. The county board of equalization and the state board of equalization may use the lists for any lawful purpose.

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**Attachments**

2025 Certified Roll

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Clerk of the Board	Melissa Buckley	12/05/2017 08:50 AM
Assessor	Melissa Buckley	12/05/2018 02:04 PM
Assessor	Cammy Darris	12/03/2019 10:03 AM
Form Started By: Donna Hurstrom		Started On: 12/04/2017 08:59 AM
Final Approval Date: 12/03/2024		



# Navajo County Assessor's Office

**ASSESSOR**

Chief Deputy

**CAMMY DARRIS**

December 2, 2024

Melissa Buckley, Clerk of the Board of Supervisors  
Navajo County  
100 E Code Talkers Drive  
Holbrook, AZ 86025

RE: Certification

Melissa,

The Navajo County Assessor's Office has completed the assessment of all parcels of real estate in Navajo County.

Detailed information, ownership, full cash values and supporting data are contained in the files of this office. These records and the information thereon were prepared by the employees of the Navajo County Assessor's Office and are available to the Board of Supervisors and the public upon request, in accordance with A.R.S. §42-15153.

I hereby certify that, to the best of my information and belief, the above-cited information represents the complete real property assessment roll of Navajo County for the tax year 2025. I hereby transfer control of the assessment roll, in the Assessor's office to the Board of Supervisors in accordance with A.R.S. §42-15153.

We will continue to crosscheck the information on the assessment roll. If any discrepancies, omissions, or modifications are discovered, if any changes are necessary resulting from court cases or other factors said changes will be made to the roll.

Sincerely,

Cammy Darris  
Navajo County Assessor



**Board of Supervisors Regular**

**1. d.**

**Meeting Date:** 12/10/2024

**Title:** FY24/25 Special Districts Cost Allocation

**Submitted For:** Jayson Vowell, Finance Director      **Submitted By:** Jackie Walker, Accountant

**Department:** Administrative Services      **Division:** Finance

---

**Motion before the Board:**

Annual Cost Allocation billing according to ARS 11-251.06 (A) (5)

**Background:**

Upon approval, each special district will be invoiced for their Cost Allocation. A cost study was prepared by the consulting firm MGT Consulting Group. This report was based on their FY23/24 Cost Allocation Plan, on suggested invoicing costs for the new year for each special district. This annual billing is according to ARS 11-251.06 (A) (5).

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**Attachments**

FY25 Cost Allocation Fees

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Finance Director	Jayson Vowell	11/26/2024 09:08 AM
Form Started By: Jackie Walker		Started On: 11/05/2024 01:12 PM
Final Approval Date: 11/26/2024		

DISTRICT	BOS	Co Manager	CLERK	FINANCE	ASSESSOR	RECORDER	IT	TREASURER	CNTYWIDE	CNTYATY	LESSDISC	Revised FY25 TOTAL
Joseph City Fire District			\$ 15.00	\$ 27.00	\$ 104.00			\$ 1,248.00				\$ 1,394.00
Pinetop Fire District			\$ 146.00	\$ 251.00	\$ 984.00			\$ 5,101.00				\$ 6,482.00
Heber-Overgaard Fire District			\$ 160.00	\$ 274.00	\$ 1,074.00			\$ 5,597.00				\$ 7,105.00
Clay Springs-Pinedale Fire District			\$ 33.00	\$ 56.00	\$ 221.00			\$ 1,941.00				\$ 2,251.00
Woodruff Fire District			\$ 3.00	\$ 6.00	\$ 22.00			\$ 236.00				\$ 267.00
Sun Valley Volunteer Fire District			\$ 119.00	\$ 206.00	\$ 805.00			\$ 4,537.00			\$ (567.00)	\$ 5,100.00
McLaws Road Fire District			\$ 5.00	\$ 9.00	\$ 36.00			\$ 187.00				\$ 237.00
Timber Mesa Fire & Medical District *			\$ 528.00	\$ 909.00	\$ 3,557.00			\$ 18,400.00			\$ (2,768.00)	\$ 20,626.00
Silver Creek Flood Protection District	\$ 990.00		\$ 89.00	\$ 153.00	\$ 600.00			\$ 3,141.00			\$ (1,052.00)	\$ 3,921.00
Woodruff Irrigation District			\$ 3.00	\$ 6.00	\$ 22.00			\$ 222.00				\$ 253.00
Silver Creek County Road Improvement District	\$ 1,002.00	\$ 25.00	\$ 12.00	\$ 1,331.00			\$ 6.00	\$ 9.00	\$ 7.00	\$ 10.00	\$ (1,778.50)	\$ 623.50
Victory Heights Road Maintenance District	\$ 1,555.00	\$ 95.00	\$ 46.00	\$ 1,103.00			\$ 23.00	\$ 20.00	\$ 27.00	\$ 43.00	\$ (912.00)	\$ 2,000.00
Timberland Acres Special Road District #1	\$ 990.00							\$ 110.00			\$ (302.00)	\$ 798.00
Joseph City Lighting District	\$ 1,077.00	\$ 179.00	\$ 87.00	\$ 1,896.00			\$ 43.00	\$ 50.00	\$ 51.00	\$ 82.00	\$ (3,465.00)	\$ -
Joseph City Domestic Wter Improvement District			\$ 15.00	\$ 26.00	\$ 104.00			\$ 534.00				\$ 679.00
Pinetop-Lakeside Sanitary District			\$ 227.00	\$ 391.00	\$ 1,531.00			\$ 7,895.00			\$ (1,428.50)	\$ 8,615.50
Heber-Overgaard Sanitary District			\$ 159.00	\$ 274.00	\$ 1,075.00			\$ 5,540.00			\$ (1,008.00)	\$ 6,040.00
White Mountain Lake Special Road District #2			\$ 39.00	\$ 67.00	\$ 260.00			\$ 1,601.00				\$ 1,967.00
Porter Mountain Domestic Water Improvement District	\$ 990.00		\$ 3.00	\$ 6.00	\$ 22.00			\$ 112.00			\$ (184.00)	\$ 949.00
White Mountain Lakes County Recreation Improvement District	\$ 1,390.00	\$ 824.00	\$ 401.00	\$ 2,502.00			\$ 196.00	\$ 273.00	\$ 233.00	\$ 377.00	\$ (1,623.00)	\$ 4,573.00
Fawn Brook Domestic Wastewater Improvement District	\$ 990.00		\$ 2.00	\$ 4.00	\$ 17.00			\$ 87.00				\$ 1,100.00
	\$ 8,984.00	\$ 1,123.00	\$ 2,092.00	\$ 9,497.00	\$ 10,434.00	\$ -	\$ 268.00	\$ 56,841.00	\$ 318.00	\$ 512.00	\$ (15,088.00)	\$ 74,981.00



**Board of Supervisors Regular**

**1. e.**

**Meeting Date:** 12/10/2024

**Title:** Appointment of Justices of the Peace Pro Tempore and Juvenile Hearing Officers for 2025

**Submitted By:** Lu Ann Garbini, Court Administrator

**Department:** Superior Court

---

**Motion before the Board:**

Presiding Judge of the Superior Court appointments for Justice of the Peace Pro Tempore and Juvenile Hearing Officers to serve in the calendar year 2025

**Background:**

Pursuant to A.R.S. §22-121A and §8-323A, the presiding judge of the superior court in a county may appoint justice of the peace pro tempore and juvenile hearing officers subject to the approval of the board of supervisors.

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**Fiscal Impact**

**Fiscal Year:** year 2025

**Budgeted Y/N:** Y

**Amount Requested:** 0

**Fiscal Impact:**

Included in the approved budget.

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**Attachments**

Juvenile Hearing Officer

pro tempore limited

pro tempore

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**Form Review**

**Inbox**

Court Administrator (Originator)

Form Started By: Lu Ann Garbini

Final Approval Date: 11/04/2024

**Reviewed By**

Lu Ann Garbini

**Date**

11/04/2024 04:22 PM

Started On: 11/04/2024 03:32 PM



SUPERIOR COURT of the STATE OF ARIZONA

County of Navajo



Dale P. Nielson, Presiding Judge

IN RE THE MATTER OF:

)

ADMINISTRATIVE ORDER

)

NUMBER 2024-009

APPOINTMENT OF  
JUVENILE HEARING OFFICERS

)

)

)

Pursuant to A.R.S. §8-323A & B, the presiding judge, with the approval of the board of supervisors, may appoint justices of the peace to serve as juvenile hearing officers.

**IT IS ORDERED** Justices of the Peace B.J. Little, Lewis Hunter, Scott Tipton, Robert Higgins, Krista Wilkinson, Susie Nelson and Justices of the Peace Pro Tempore Kathy Swietanski, Rae Lynn Atencio, Jessica Ruddy, Tiffany Hendrickson, Yvonne Hunt, Anna Lesperance and Pam Turley are hereby appointed as juvenile hearing officers. The above-named shall not be paid any compensation beyond that already provided pursuant to law.

A juvenile hearing officer may process, adjudicate and dispose of all cases that are not classified as felonies and in which a juvenile who is under eighteen years of age on the date of the alleged offense is charged with violating any law relating to the following:

1. Any provision of title 28 not declared to be a felony.
2. The purchase, possession or consumption of spirituous liquor by a juvenile.
3. Boating or game and fish.
4. Curfew.
5. Truancy.
6. The damage or disfigurement of property by graffiti or the purchase or possession of materials with the intent to use the materials for graffiti.
7. The purchase or possession of tobacco.
8. Any city, town, or political subdivision ordinance.
9. Interference with judicial proceeding involving disobeying or resisting the lawful order, process or other mandate of a juvenile hearing officer or failure to appear related to any offense in A.R.S. §8-323.
10. A civil violation involving the possession and personal use of marijuana, marijuana products and marijuana paraphernalia.

The term of these appointments shall be from January 1, 2025, through December 31, 2025.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Dale P. Nielson, Presiding Judge



SUPERIOR COURT of the STATE OF ARIZONA

County of Navajo



Dale P. Nielson, Presiding Judge

IN RE THE MATTER OF: ) ADMINISTRATIVE ORDER )  
 ) )  
 NUMBER 2024-008 ) )  
 APPOINTMENT OF ) )  
 JUSTICE OF THE PEACE PRO TEMPORE ) )  
 \_\_\_\_\_ ) )

Pursuant to A.R.S. §22-121, the presiding Judge of the superior court in a county may appoint a justice of the peace pro tempore subject to the approval of the board of supervisors.

Whereas the following named person meets the requirements of A.R.S. §22-122,

**IT IS ORDERED** that Jessica Ruddy is hereby appointed as Justices of the Peace Pro Tempore for the Navajo County Justice Courts.

**IT IS FURTHER ORDERED** that Jessica Ruddy may only perform the following duties until completion of the required New Judge Orientation: Initial Appearances, Protective Orders and performing marriages outside of Court hours.

The judicial powers and duties of the justice of the peace pro tempore shall be the same as a duly elected justice of the peace in these assigned duties pursuant to A.R.S. §22-121.C after successful completion of New Judge Orientation. The Salary shall be paid by the county wherein the justice of the peace pro tempore is assigned pursuant to A.R.S. §22-123.

The term of these appointments shall be from January 1, 2025, through December 31, 2025.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Dale P. Nielson, Presiding Judge





SUPERIOR COURT of the STATE OF ARIZONA

County of Navajo



Dale P. Nielson, Presiding Judge

IN RE THE MATTER OF: ) ADMINISTRATIVE ORDER )  
 )  
 NUMBER 2024-007 )  
 APPOINTMENT OF )  
 JUSTICES OF THE PEACE PRO TEMPORE )  
 )

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Pursuant to A.R.S. §22-121, the presiding Judge of the superior court in a county may appoint a justice of the peace pro tempore subject to the approval of the board of supervisors.

Whereas the following named persons meet the requirements of A.R.S. §22-122.

**IT IS ORDERED** that Kathy Swietanski, Rae Lynn Atencio, Tiffany Hendrickson, Yvonne Hunt, Anna Lesperance and Pam Turley, are hereby appointed as Justices of the Peace Pro Tempore for the Navajo County Justice Courts.

The judicial powers and duties of the justice of the peace pro tempore shall be the same as a duly elected justice of the peace pursuant to A.R.S. §22-121C. The Salary shall be paid by the county wherein the justice of the peace pro tempore is assigned pursuant to A.R.S. §22-123.

The term of these appointments shall be from January 1, 2025, through December 31, 2025.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Dale P. Nielson, Presiding Judge



**Board of Supervisors Regular**

**1. f.**

**Meeting Date:** 12/10/2024

**Title:** Appointment of Michael Penrod judge pro tempore

**Submitted By:** Lu Ann Garbini, Court Administrator

**Department:** Superior Court

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**Motion before the Board:**

Appointment of Michael Penrod as judge pro tempore to serve in the Superior Court in Navajo County for a term beginning January 1, 2025, and ending June 30, 2025

**Background:**

Pursuant to Arizona Revised Statute §12-141, upon request of the presiding judge of the superior court in any county the chief justice of the state supreme court may appoint judges pro tempore of the superior court for such county in the manner provided by this article and subject to the approval of the board of supervisors of the county.

---

**Fiscal Impact**

**Fiscal Year:** FY2025

**Budgeted Y/N:** Y

**Amount Requested:**

**Fiscal Impact:**

Funding was approved in the FY2025 budget for Jon Saline. Michael Penrod will replace Jon Saline when he begins office as an elected Judge beginning January 2025.

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**Attachments**

Penrod Appointment Request

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**Form Review**

**Inbox**

Court Administrator (Originator)

Form Started By: Lu Ann Garbini

Final Approval Date: 11/25/2024

**Reviewed By**

Lu Ann Garbini

**Date**

11/25/2024 12:24 PM

Started On: 10/27/2024 01:16 PM



**SUPERIOR COURT of the STATE OF ARIZONA**

**COUNTY OF NAVAJO**

**Dale P. Nielson, Presiding Judge**



October 28, 2024

Chief Justice Ann A. Scott Timmer  
Arizona Supreme Court  
1501 W. Washington  
Phoenix, AZ 85007-3231

Chief Justice Ann A. Scott Timmer,

Our current Superior Court Judge Pro Tempore will begin his term as an elected Judge in Navajo County January 2025.

Consequently, I am respectfully requesting an expedited appointment of Michael Penrod, SBN **xxxxx** as Superior Court Judge Pro Tempore.

Michael Penrod meets the qualifications for appointment as required in A.R.S. §12-142. He will perform Pro Tempore duties in addition to serving as our IV-D Family Law Commissioner.

The Board of Supervisors approval for appointment will be forthcoming.

Funding for this position is derived through Navajo County general funds and IV-D Family Law funding for the commissioner role.

Thank you for your consideration.

Sincerely,

Dale P. Nielson  
Presiding Judge



**Board of Supervisors Regular**

**1. g.**

**Meeting Date:** 12/10/2024

**Title:** BEAD Letter of Endorsement, Request for Solicitations No. B24-04-018

**Submitted For:** Grant Evans, Capital Projects Manager

**Submitted By:** Jeanine Carruthers, Deputy Director Administration

**Department:** Administrative Services

---

**Motion before the Board:**

Letter of Endorsement to Wecom, LLC d/b/a Wecom Fiber for the Broadband Equity, Access and Deployment (BEAD) program

**Background:**

The Arizona Commerce Authority (ACA) is including local government letters of support in the scoring criteria for their upcoming competitive process to select the best Internet Service Provider's (ISP's) to receive BEAD funds to build and provide broadband services to the unserved and underserved residents of Arizona. Navajo County, along with the Cities of Show Low, Holbrook, Winslow, and the Towns of Pinetop-Lakeside, Snowflake, Taylor and Northland Pioneer College formed a BEAD Task force for the purpose of assuring county-wide regional success of this program. Navajo County, on behalf of the Task force, conducted this solicitation open to all ISP's to present why their firm should be considered as the preferred ISP to build and provide service within Navajo County. The successful ISP or ISP's most aligned with the County and Task force vision and best prepared to successfully deliver on the BEAD program would receive a letter of endorsement for their BEAD application(s) to the ACA.

Sealed proposals were received by the Board of Supervisors Office at the Navajo County Governmental Center, Holbrook, Arizona until 3:00 p.m., M.S.T, May 22, 2024. No proposals were accepted after 3:00 p.m. The proposals were publicly opened and read aloud at 3:15 p.m. Four proposals were received and evaluated per the criteria set forth in the request for solicitations. Interviews were conducted with all four firms. The Evaluation Committee is recommending our strongest and sole endorsement of Solicitation B24-04-018 BEAD Endorsement Letter to the highest ranked firm, Wecom, LLC d/b/a Wecom Fiber.

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**Attachments**

Letter of Endorsement

Evaluation Results

BEAD Support Ltr Cities.Townss

BEAD Support Ltr Winslow

BEAD Support Ltr NPC

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Jason Moore	Jason Moore	11/26/2024 01:30 PM
Clerk of the Board	Melissa Buckley	12/02/2024 03:17 PM
Form Started By: Jeanine Carruthers		Started On: 11/04/2024 01:03 PM

Final Approval Date: 12/02/2024



# NAVAJO COUNTY

## Board of Supervisors

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

*"We are Navajo County"*

November 14, 2024

Arizona Commerce Authority  
ATTN: Sandip Bhowmick  
100 N. 7th Avenue, Suite 400  
Phoenix, AZ 85007

Subject: Broadband Equity, Access, and Deployment (BEAD) Letter of endorsement

Dear Director Bhowmick,

Thank you for the opportunity to provide a letter of endorsement for consideration in your upcoming competitive process to select the best Internet Service Provider (ISP) to receive BEAD funds to build and provide broadband services to the unserved and underserved residents of Navajo County. Navajo County, along with the Cities of Show Low, Holbrook, Winslow, and the Towns of Pinetop Lakeside, Snowflake, Taylor and Northland Pioneer College formed a BEAD Task force for the purpose of assuring county-wide regional success of this program. Navajo County, on behalf of the Task force, conducted a Request for Information (RFI) open to all ISPs to present why their firm should be considered as the preferred ISP to build and provide service within Navajo County. After completing this competitive process, we are pleased to provide our strongest and sole endorsement to Wecom Fiber.

Wecom Fiber is well positioned to fulfill the BEAD goal to ensure Equity in closing the digital divide within Navajo County. Wecom Fiber demonstrated a commitment to first build to unserved and underserved properties with up to 95 % coverage with fiber. They demonstrated a whole County approach which is critical to the success in our rural County. They demonstrated strong financial backing with a team of people who are committed, specifically, to building and expanding Broadband nationwide. Wecom Fiber spent considerable time and effort interacting locally within our County to learn and understand the County's needs. This local knowledge, along with a strong proven team is impressive. We are confident that Wecom Fiber is dedicated to assuring success in Northern AZ, as they have demonstrated through their commitment to neighboring counties of Coconino and Mohave.

Of all the submitted proposals, WECOM Fiber's aligned best with the County, Towns and Cities' vision and is therefore receiving our **sole** and joint letter of support. (Please note, separate letters from NPC and the City of Holbrook are also attached.)

Sandip, we wish you and the entire team the very best as you move forward with these important and challenging selection processes. We trust that your team will put significant value in our

• 928.524.4053 • Fax: 928.524.4239 • P.O. Box 668 • Holbrook, AZ 86025 •

regional and unqualified support for the firm of Wecom Fiber to be the best ISP to build and deliver Broadband services within Navajo County.

Thank you again for this opportunity and please feel free to reach out to either Grant Evans or Glenn Kephart if you have any questions or need additional information. As always, we remain a supportive partner and are grateful for your work

Respectfully,

Jason E. Whiting, Chairman  
Navajo County Board of Supervisors

Roberta Cano, Mayor  
City of Winslow

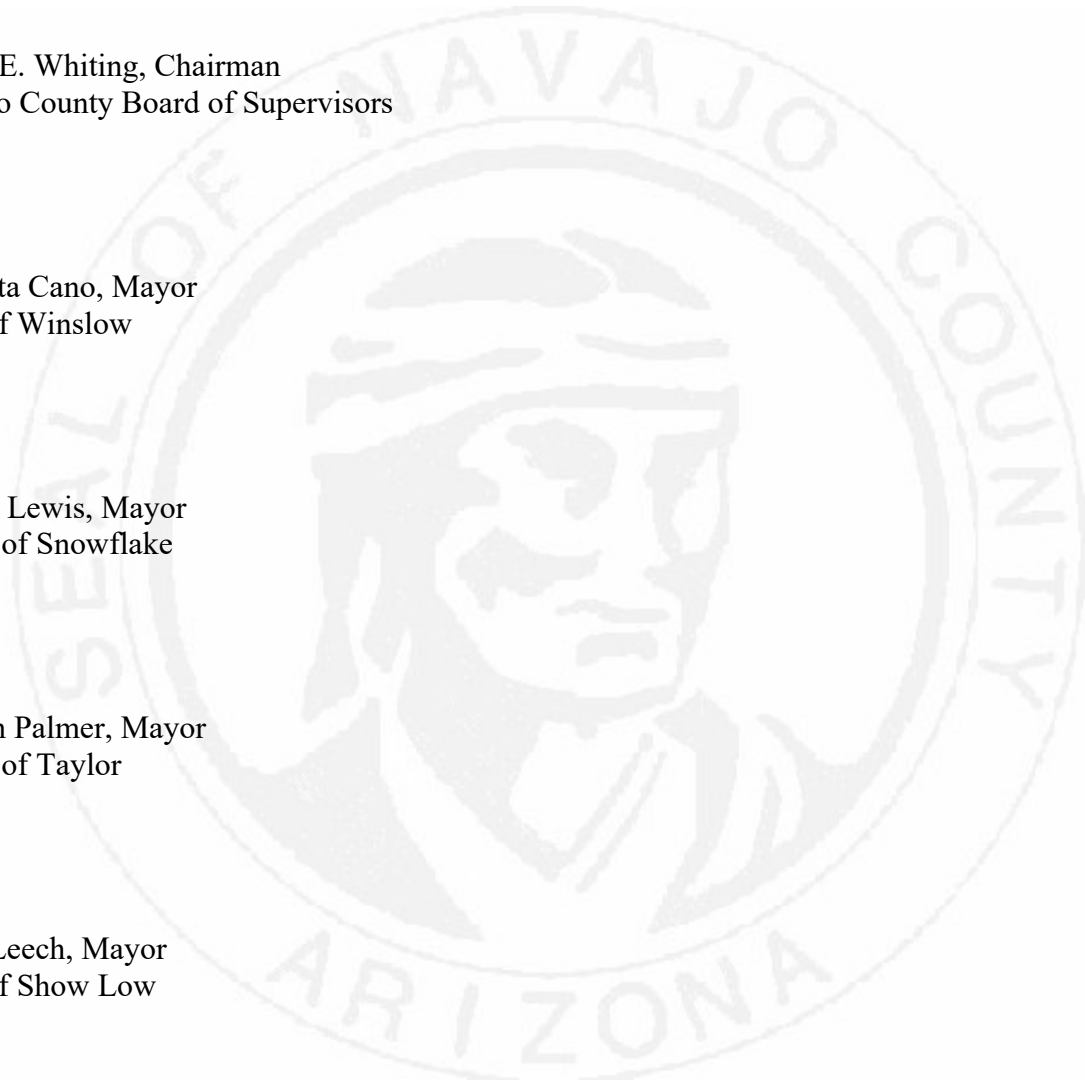
Byron Lewis, Mayor  
Town of Snowflake

Shawn Palmer, Mayor  
Town of Taylor

John Leech, Mayor  
City of Show Low

Stephanie Irwin, Mayor  
Town of Pinetop-Lakeside

#  
#  
#



**RFQ B23-09-029 BROADBAND EQUITY ACCESS AND DEPLOYMENT (BEAD) CHALLENGE  
EVALUATION SUMMARY**

SUBMITTAL RECEIVED FROM:	Commnet Wireless, LLC 400 Northridge Road, #1100 Atlanta, GA 30350					Conexon Connect 2001 Grand Blvd, #700 Kansas City, MO 64108					Frontier Communications Parent, Inc. (Citizens Telecommunications of White Mountains)					Wecom, LLC 2332 Kingman Ave Kingman, AZ 86401				
EVALUATORS	Eval. No. 1	Eval. No. 2	Eval. No. 3	Eval No. 4	Eval No. 5	Eval. No. 1	Eval. No. 2	Eval. No. 3	Eval No. 4	Eval No. 5	Eval. No. 1	Eval. No. 2	Eval. No. 3	Eval No. 4	Eval No. 5	Eval. No. 1	Eval. No. 2	Eval. No. 3	Eval No. 4	Eval No. 5
<b>A. Introductions (5 Minutes)</b>																				
<b>B. ISP Presentation (15-minutes) Max 20 Points</b> 1. Present an overview of proposed service intended to be built with the BEAD program. Detail specific areas to be covered and include discussion of areas not covered, if any.	8	12	12	0	10	18	16	16	15	15	12	15	14	14	12	20	18	18	20	18
<b>C. Questions and Answers (30-minutes)</b>																				
1. Do you intend to submit proposals for all areas within Navajo County? (Max 10 Points)	8	10	6	8	8	10	10	9	9	10	4	2	7	0	2	10	10	9	10	10
2. Have you identified any areas or neighborhoods where fiber will not be feasible? And is so, how do you intend to serve those neighborhoods? (Max 10 Points)	5	6	7	0	6	8	6	8	6	7	4	6	8	4	5	8	10	9	8	9
3. Can you please provide your projected estimated cost for each area and your intended match percentage? (Max 10 Points)	5	4	7	2	3	7	6	7	0	5	6	8	7	7	8	7	7	8	7	8
4. How do you plan to get the middle mile and backhaul capacity and redundancy needed to meet all BEAD requirements for residents and CAI's? (Max 10 Points)	8	7	8	8	7	10	6	8	8	9	4	6	7	0	6	9	8	9	9	9
5. Do you plan to build to any areas not eligible for BEAD funding? (Max 15 Points)	8	7	8	7	8	12	11	12	12	13	6	5	12	7	6	12	13	13	14	13
6. Please identify any contiguous areas in other Counties that you may be competing for and explain how this may be of value to Navajo County. (Max 10 Points)	5	7	7	7	7	8	7	8	8	7	2	6	7	0	3	8	7	9	9	10
7. BEAD requires ISP's to maintain service and infrastructure for a minimum of eight years. Please share why Navajo County should have confidence you will succeed in achieving long term success in providing high quality service. (Max 15 Points)	7	10	9	0	7	10	11	11	10	12	10	9	10	7	7	14	14	14	14	15
<b>Totals</b>	54	63	64	32	56	83	73	79	68	78	48	57	72	39	49	88	87	89	91	92
<b>GRAND TOTAL</b>	269					381					265					447				





# NAVAJO COUNTY

## Board of Supervisors

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

*"We are Navajo County"*

---

November 14, 2024

Arizona Commerce Authority  
ATTN: Sandip Bhowmick  
100 N. 7th Avenue, Suite 400  
Phoenix, AZ 85007

Subject: Broadband Equity, Access, and Deployment (BEAD) Letter of endorsement

Dear Director Bhowmick,

Thank you for the opportunity to provide a letter of endorsement for consideration in your upcoming competitive process to select the best Internet Service Provider (ISP) to receive BEAD funds to build and provide broadband services to the unserved and underserved residents of Navajo County. Navajo County, along with the Cities of Show Low, Holbrook, Winslow, and the Towns of Pinetop Lakeside, Snowflake, Taylor and Northland Pioneer College formed a BEAD Task force for the purpose of assuring county-wide regional success of this program. Navajo County, on behalf of the Task force, conducted a Request for Information (RFI) open to all ISPs to present why their firm should be considered as the preferred ISP to build and provide service within Navajo County. After completing this competitive process, we are pleased to provide our strongest and sole endorsement to Wecom Fiber.

Wecom Fiber is well positioned to fulfill the BEAD goal to ensure Equity in closing the digital divide within Navajo County. Wecom Fiber demonstrated a commitment to first build to unserved and underserved properties with up to 95 % coverage with fiber. They demonstrated a whole County approach which is critical to the success in our rural County. They demonstrated strong financial backing with a team of people who are committed, specifically, to building and expanding Broadband nationwide. Wecom Fiber spent considerable time and effort interacting locally within our County to learn and understand the County's needs. This local knowledge, along with a strong proven team is impressive. We are confident that Wecom Fiber is dedicated to assuring success in Northern AZ, as they have demonstrated through their commitment to neighboring counties of Coconino and Mohave.

Of all the submitted proposals, WECOM Fiber's aligned best with the County, Towns and Cities' vision and is therefore receiving our **sole** and joint letter of support. (Please note, separate letters from NPC and the City of Holbrook are also attached.)

Sandip, we wish you and the entire team the very best as you move forward with these important and challenging selection processes. We trust that your team will put significant value in our regional and unqualified support for the firm of Wecom Fiber to be the best ISP to build and deliver Broadband services within Navajo County.

Thank you again for this opportunity and please feel free to reach out to either Grant Evans or Glenn Kephart if you have any questions or need additional information. As always, we remain a supportive partner and are grateful for your work

---


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Respectfully,

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Navajo County Board of Supervisors

  
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City of Winslow

Byron Lewis, Mayor  
Town of Snowflake

Shawn Palmer, Mayor  
Town of Taylor

John Leech, Mayor  
City of Show Low

Stephanie Irwin, Mayor  
Town of Pinetop-Lakeside

Respectfully,

Jason E. Whiting, Chairman  
Navajo County Board of Supervisors

Roberta Cano, Mayor  
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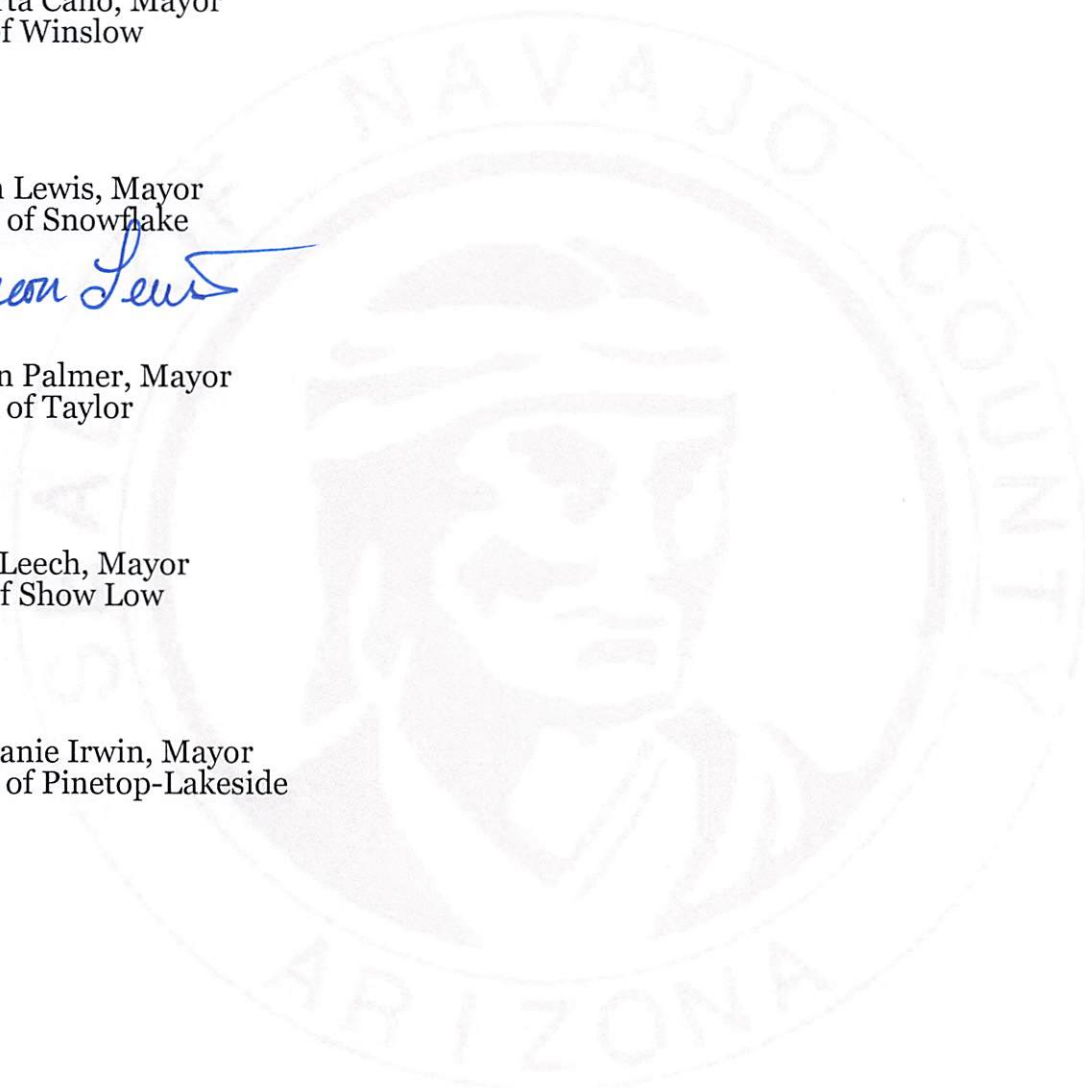
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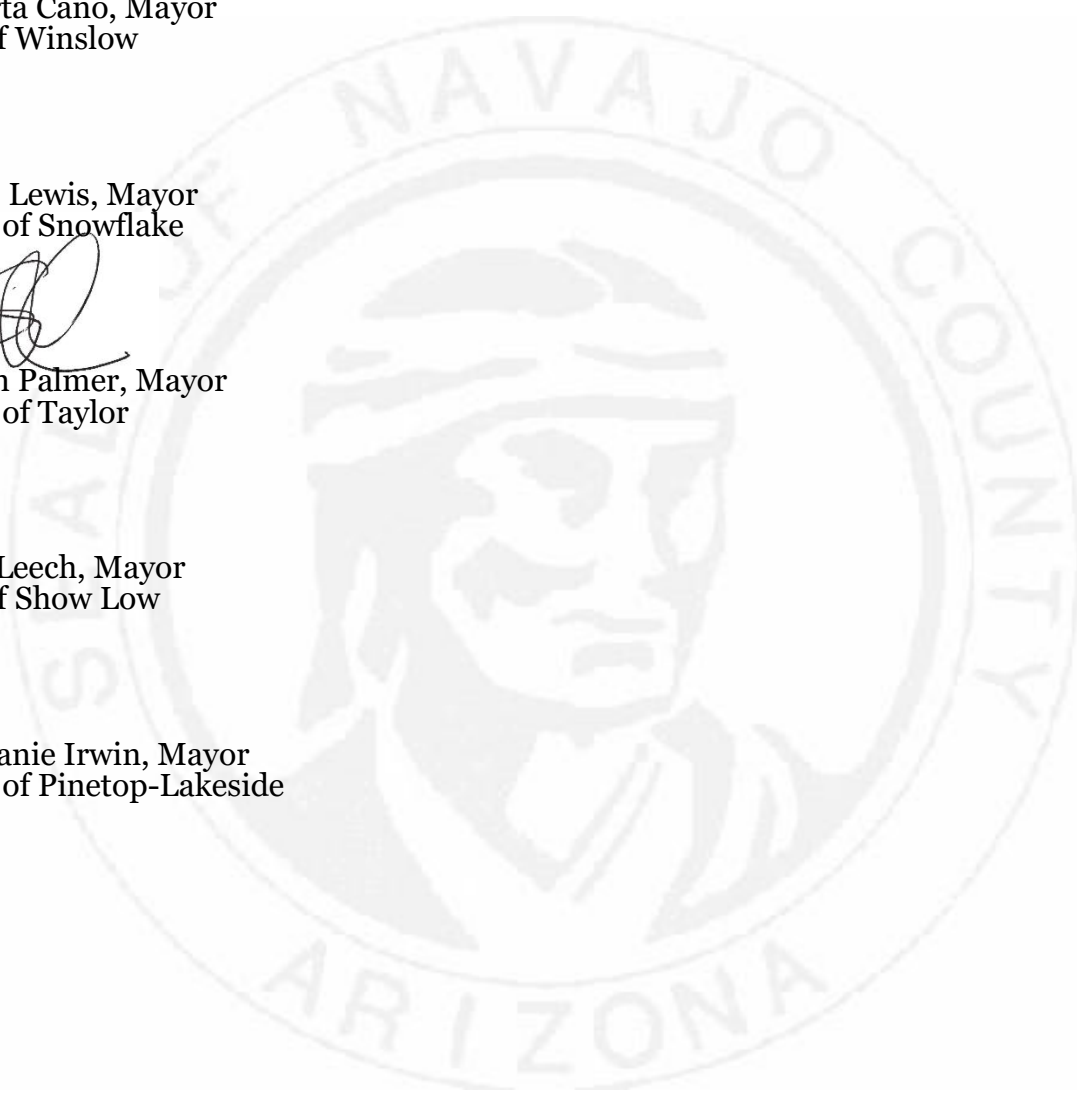
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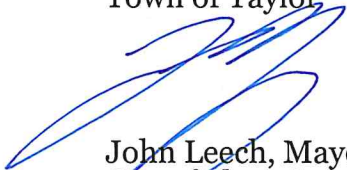
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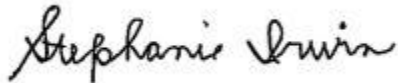
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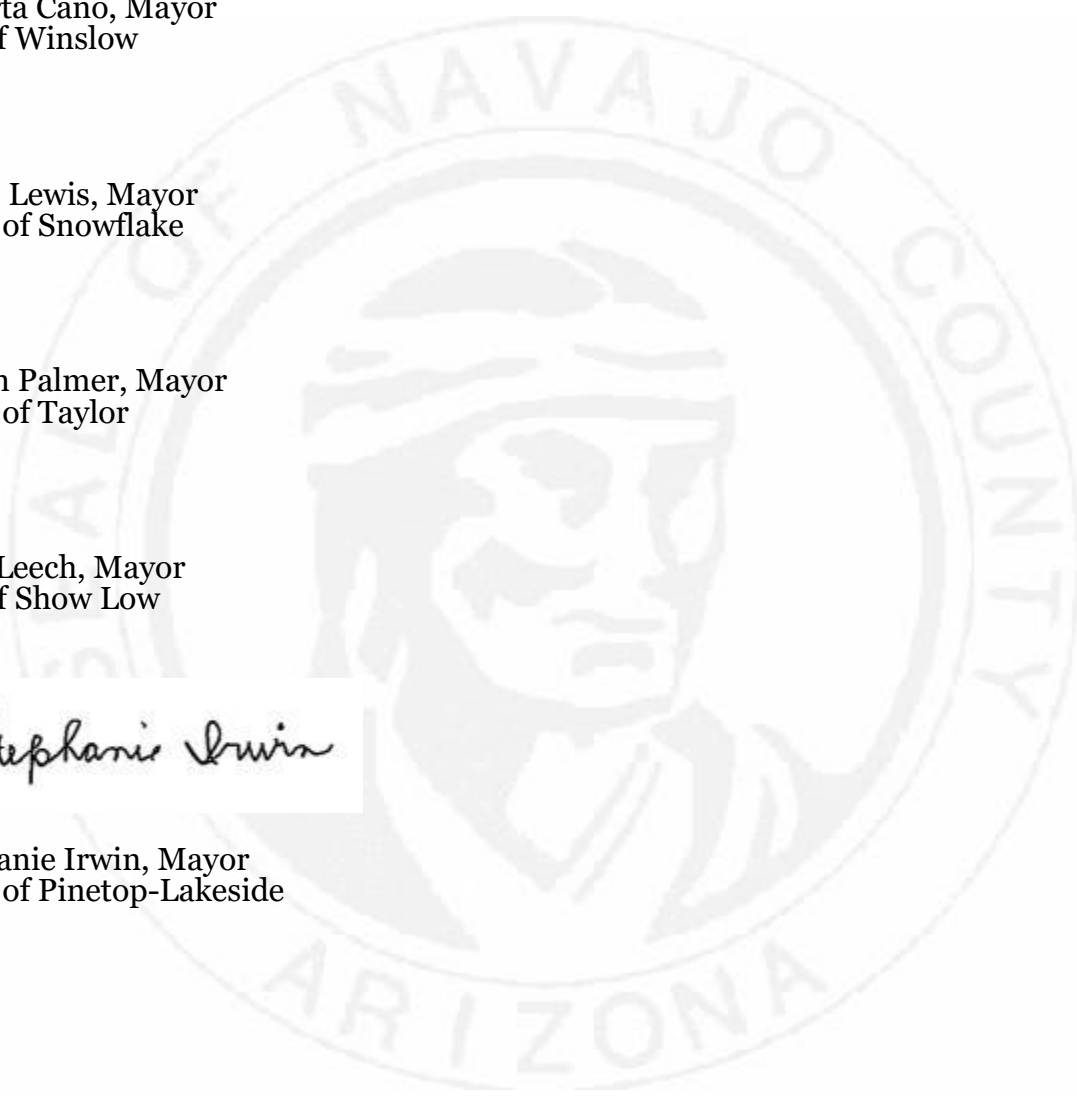
Byron Lewis, Mayor  
Town of Snowflake

Shawn Palmer, Mayor  
Town of Taylor

John Leech, Mayor  
City of Show Low

A handwritten signature in black ink that reads "Stephanie Irwin". The signature is written in a cursive style and is positioned over a white rectangular background.

Stephanie Irwin, Mayor  
Town of Pinetop-Lakeside





# NAVAJO COUNTY

## Board of Supervisors

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

*"We are Navajo County"*

November 14, 2024

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City of Show Low

Stephanie Irwin, Mayor  
Town of Pinetop-Lakeside





**Northland Pioneer College**  
Office of the President

**EXPANDING MINDS • TRANSFORMING LIVES**

**Subject:** Broadband Equity, Access, and Deployment (BEAD) Letter of Endorsement

Dear Director Bhowmick,

Northland Pioneer College (NPC) appreciates the opportunity to provide a letter of endorsement for your consideration in the upcoming competitive process to select the best Internet Service Provider (ISP) to receive BEAD funds to build and provide broadband services to the unserved and underserved residents of Navajo County, which includes the Cities of Show Low, Holbrook, Winslow and the Towns of Pinetop Lakeside, Snowflake, Taylor, and NPC.

This effort is of particular importance for our college students, many of whom experience a lack of adequate internet coverage in order to do online college work, which creates hardships and impediments to successful completion of their academic goals. I appointed a college representative to participate on the Task force to vet ISP candidates, but due to a personal emergency he was unable to participate in the vetting and final recommendation meeting.

However, NPC is placing its trust in the thorough work the Task force did in vetting the ISP candidates and in making its final, unanimous recommendation of using Wecom fiber. I personally believe this will be a welcome and significant step in increasing broadband equity, access and deployment of services which will benefit our students and their families throughout Navajo County.

Sincerely,

Mike Solomonson, Ph.D.  
Interim President  
Northland Pioneer College  
Painted Desert Campus—Holbrook, AZ



**Board of Supervisors Regular**

**1. h.**

**Meeting Date:** 12/10/2024

**Title:** Contract No. B23-02-015, Task 1 Pavement Management Program, Contract Amendment No. 1

**Submitted For:** Madhav Mundle, Public Works Director

**Submitted By:** Jeanine Carruthers, Deputy Director Administration

**Department:** Public Works

---

**Motion before the Board:**

Contract No. B23-02-015, Task 1 Pavement Management Program, Contract Amendment No. 1

**Background:**

Amendment No. 1 to Contract B23-02-015, Task 1 Pavement Management Program is to provide additional documentation and reporting of the counties existing pavement condition. Additional scope of work (SOW) includes: evaluating and processing pavement management strategies. This amendment will increase the contract an additional not to exceed \$21,866.66 for a total contract price of \$155,771.55.

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**Attachments**

Contract Amendment No 1

---

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Brandt Clark	Brandt Clark	11/14/2024 02:29 PM
Public Works Director	Madhav Mundle	11/15/2024 09:05 AM
Form Started By: Jeanine Carruthers		Started On: 11/07/2024 12:41 PM
Final Approval Date: 11/15/2024		



# Navajo County Public Works

## **CONTRACT AMENDMENT NO. 1 CONTRACT FOR PROFESSIONAL SERVICES**

“Contract No. B23-02-015, Task 1 Pavement Management Program Project”

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

- Services:** The services are hereby amended to include additional services for the Task 1 Contract Modification #1 – Pavement Program Management as described in the Scope of Work for the Proposed Task 1 Contract Modification #1 dated November 7, 2024, and those additional items set forth in the Consultant’s cost proposal dated November 7, 2024.
- Payment:** The contract price is hereby amended for the additional sum of a not-to-exceed twenty-one thousand eight hundred sixty-six dollars and sixty-six cents (\$21,866.66), for a total contract price of not-to-exceed one hundred fifty-five thousand seven hundred seventy-one dollars and fifty-five cents (\$155,771.55).

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

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

Olivier Mirza, Sr. Project Manager  
HDR Engineering, Inc.  
20 E. Thomas Road, Suite 2500  
Phoenix, AZ 85012-3118

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 10 <sup>th</sup> day of December 2024, at Holbrook, Arizona.
<hr/> Signature <span style="float: right;">Date</span> <hr/> Typed/Printed Name and Title	<hr/> Chairman, Navajo County Board of Supervisors



November 7, 2024, 2024

Mr. Madhav Mundle, PE  
Public Works Director  
Navajo County  
Public Works Department  
100 W. Public Works Drive, P.O. BOX 668  
Holbrook, AZ 86025

RE: Cost Proposal for Public Works Department  
Navajo County Engineering Consultant  
Task 1 Contract Modification #1 – Pavement Program Management  
Contract No. B23-02-015

Dear Mr. Mundle,

Thank you for the opportunity to submit this cost proposal for the above-referenced project. For this project modification HDR will evaluate a 10-year Pavement Management Program for Navajo County per the attached Scope of Work. The attached cost proposal includes IMS subconsultant fee for developing a report for the existing pavement condition. HDR Engineering anticipates completing this project and providing the required deliverables as outlined in the scope of work for a not-to-exceed fee of \$21,866.66. Should you have questions regarding this cost proposal, please call Olivier Mirza, P.E. (602.522.7700 office, 602.245.3522 cell).

We look forward to working with you on this task order.

Sincerely,  
HDR Engineering, Inc.

Aaron Meilleur, PE  
Senior Vice President/Area Manager

  
Olivier Mirza (Nov 7, 2024 08:52 MST)

Olivier Mirza, PE  
Senior Project Manager

Attachments: Cost Proposal, Scope of Work

**NAVAJO COUNTY PUBLIC WORKS DEPARTMENT  
HOLBROOK, AZ**

**SCOPE**

**For**

**NAVAJO COUNTY ENGINEERING CONSULTANT (B 23-02-15)  
TASK 1 Contract Modification #1 – PAVEMENT PROGRAM MANGEMENT**

**HDR Engineering, Inc.  
November 7, 2024**

The purpose of this task change order is to provide additional documentation and reporting of the counties existing pavement condition. Additional scope of work (SOW) includes: a) evaluating and processing pavement management strategies; c) automate GIS information updates.

**SCOPE OF WORK**

**Task 1.0 Project Management:** This work includes processing this change order, monitoring the budget, overseeing project progress, and submitting monthly status reports and invoices to the NC Public Works Department Project Manager for the additional work associated with this change order.

**Task 2.0 Meetings:** This work involves attending meetings, provide meetings agendas and document meeting minutes. It is anticipated that a total of 2 additional meetings will be needed for this project as detailed in the included estimate. It is assumed all meetings will be conducted virtually and no in-person meetings are required.

**Task 3.0 Pavement Evaluation Report:** IMS will provide a report documenting the field investigation procedure and the existing pavement overall condition. HDR will evaluate the ability of creating a 10-year pavement management program. The program will spread the cost equally along the 10-years.

**Task 4.0 Cost Estimating:** N/A.

**Task 5.0 Geographic Information System (GIS):** N/A.

**Task 6.0 Quality Control/Quality Assurance:** The work will include reviewing the added deliverables.

**Tentative Schedule:** This schedule is based on starting work on receipt of notice to proceed (NTP).

- |   |                                  |
|---|----------------------------------|
| - IMS existing pavement condition report: | November 1 <sup>st</sup> , 2024  |
| - Pavement Management Excel Sheet:        | November 1 <sup>st</sup> , 2024  |
| - Final Pavement Management Excel Sheet:  | December 13 <sup>th</sup> , 2024 |

HDR Engineering, Inc.  
 Contract No. (B23-02-015)

Navajo County Engineering Consultant  
 Task #1: Pavement Management Program

Date: 11/072024  
 New Contract: Y  
 Contract Mod: 1

**Derivation of Cost Proposal Summary**

**Direct Labor:**

Classification	Hours	Hourly Rate	Labor Cost
Project Manger	28	\$ 255.32	\$7,148.96
Senior Engineer	17	\$ 299.90	\$5,098.30
Lead Engineer	32	\$ 198.48	\$6,351.36
Engineer	0	\$ 188.40	\$0.00
Senior Planner	0	-	\$0.00
Senior Estimator	0	\$ 93.08	\$0.00
Senior GIS Analyst	0	\$ 161.17	\$0.00
Senior GIS Technician	0	\$ 108.53	\$0.00
Admin	4	\$ 129.43	\$517.72
Principle	1	\$ 350.32	\$350.32
	82	Total Labor =	\$19,466.66


**Direct Expenses:**

Mileage @ \$0.66/mile	\$0.00
Report Printing	\$0.00
	Total Expenses = \$0.00

**Outside Services and Consultants**

FIRM	COST	METHOD OF COMPENSATION
IMS	\$2,400.00	Lump Sum

Total Lump Sum Cost = \$21,866.66

  
 Aaron Meilleur, PE  
 Senior Vice President/Area Manager

Nov 7, 2024  
 Date





**Board of Supervisors Regular**

**1. i.**

**Meeting Date:** 12/10/2024

**Title:** Website Development, Hosting and Maintenance Contract #B22-08-016 Amendment No. 1

**Submitted For:** Kolton Root, Sr. Procurement Officer

**Submitted By:** Kolton Root, Sr. Procurement Officer

**Department:** Information Technology

---

**Motion before the Board:**

Amendment No. 1 to the Website Development, Hosting and Maintenance Contract #B22-08-016 extending the Contract Term one (1) additional year and increasing the annual billable rates

**Background:**

On December 13, 2022, the Board of Supervisors approved the contract with CivicPlus, LLC. for Website Development, Hosting and Maintenance Contract #B22-08-016. This contract features an initial term of 2 years, and has worked well for Navajo County. Upon written mutual consent, Navajo County may renew the contract in annual increments. This would be the first renewal. In accordance with the Contract Documents, annual renewals after the initial term are subject to a 3% annual increase. The vendor has submitted to Navajo County a formal quote for year 3 of service, which staff has reviewed and recommends approval.

---

**Fiscal Impact**

**Fiscal Year:** 2025

**Budgeted Y/N:** Y

**Amount Requested:**

**Fiscal Impact:**

Funds are budgeted in the FY 2025 budget.

---

**Attachments**

Amendment No. 1

Mutual Consent

---

**Form Review**

**Inbox**

Jeanine Carruthers  
Brandt Clark  
Information Technology Director  
Form Started By: Kolton Root  
Final Approval Date: 11/26/2024

**Reviewed By**

Jeanine Carruthers  
Brandt Clark  
Ken Dewitt

**Date**

11/21/2024 01:19 PM  
11/21/2024 01:23 PM  
11/26/2024 03:49 PM  
Started On: 11/21/2024 12:21 PM







# NAVAJO COUNTY

"Proudly Serving, Continuously Improving"

## ATTACHMENT A



### RENEWAL ESTIMATE

DATE: November 20, 2024

REMITTANCE ADDRESS  
(FOR PAYMENTS ONLY)  
CivicPlus  
PO Box 1572  
Manhattan, KS 66505

Mailing Address:  
CivicPlus  
302 S 4th St  
Manhattan, KS 66502

P 888-228-2233 ext 291  
F 785-587-8951

This estimate is provided to you as a best faith approximation of the annual fees for your next renewal period. It is subject to change based on contract amendments and any activity that occurs before the start of your next renewal period. A formal invoice will be sent per contractual terms.

Description	Qty	Amount
48 Month Redesign Annual	1.00	\$ 2,869.99
Annual - CivicEngage Central Renewal	1.00	\$ 4,948.33
CivicEngage AudioEye Managed Annual Fee Renewal	1.00	\$ 10,815.00
Website : Platform IdP Integration Annual Fee Renewal	1.00	\$ 1,459.51
DNS Hosting for .GOV Annual Fee Renewal	1.00	\$ 69.53
Hosting & Renewal Annual Fee	1.00	\$ 925.15
CP PayAnnual Fee Renewal	1.00	\$ 1,545.00
Website Platinum Hosting & Security Renewal	1.00	\$ 4,866.75
Premium Department Header Annual Fee	1.00	\$ 811.64
SSL Management CivicPlus Provided Renewal	1.00	\$ 69.53
<b>TOTAL</b>		<b>\$ 28,380.41</b>

THANK YOU FOR YOUR BUSINESS!

ESTIMATE

## Kolton Root

---

**From:** Tom Franklin  
**Sent:** Monday, November 18, 2024 3:52 PM  
**To:** Kolton Root; Clifton Foster  
**Cc:** Jeanine Carruthers; Ken Dewitt  
**Subject:** RE: Renewal of Website Development, Hosting & Maintenance (Civic Plus, LLC.) Contract - B22-08-016

Kolton,  
I apologize, I meant to follow up with you. Yes, we would like to proceed with contract renewal with CivicPlus for year 3.

Thanks,  
Tom

---

**From:** Kolton Root [REDACTED]  
**Sent:** Monday, November 18, 2024 3:20 PM  
**To:** Tom Franklin [REDACTED] Clifton Foster [REDACTED]  
**Cc:** Jeanine Carruthers [REDACTED] Ken Dewitt [REDACTED]  
**Subject:** RE: Renewal of Website Development, Hosting & Maintenance (Civic Plus, LLC.) Contract - B22-08-016

Good afternoon team,

I wanted to follow up on the below request. Has a determination been made?

Thank you,

**KOLTON ROOT**  
Sr Procurement Officer  
Navajo County | Public Works

---

**From:** Kolton Root  
**Sent:** Friday, November 8, 2024 12:58 PM  
**To:** Tom Franklin [REDACTED] Clifton Foster [REDACTED]  
**Cc:** Jeanine Carruthers [REDACTED] Ken Dewitt [REDACTED]  
**Subject:** Renewal of Website Development, Hosting & Maintenance (Civic Plus, LLC.) Contract - B22-08-016

Good afternoon gentlemen,

The subject referenced contract is set to expire on **January 3, 2025**.

The contract allows for renewals and states that, "Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 3% annual increase beginning in year 3 of service." The annual recurring services for year 2 were quoted at \$27,554.30, which puts us at approximately \$28,380.93 for year 3.

Please let me know if you would like to proceed forward with renewing the contract with Civic Plus, LLC.

Thank you,

**KOLTON ROOT**  
Sr Procurement Officer

## Kolton Root

---

**From:** Tyler Martin [REDACTED]  
**Sent:** Wednesday, November 20, 2024 2:11 PM  
**To:** Clay Fielding; Kolton Root  
**Subject:** RE: Contract Renewal Quote - Navajo County, Arizona  
**Attachments:** Navajo County AZ CivicEngage Renewal.pdf

**Caution: This email originated from outside of Navajo County.**

Hey team—

Attached here is the renewal estimate. Let me know if you need anything else!

Thank you,

**Tyler Martin**

Client Success Manager • **CivicPlus**

[CivicPlus.com](https://www.civicplus.com)

---

**From:** Clay Fielding [REDACTED]  
**Sent:** Wednesday, November 20, 2024 2:54 PM  
**To:** Kolton Root [REDACTED]  
**Cc:** Tyler Martin [REDACTED]  
**Subject:** RE: Contract Renewal Quote - Navajo County, Arizona

Hi Kolton,

It's great to connect with you! As Solomon mentioned, I'm the account manager working with Navajo County and your primary contact at CivicPlus. Tyler and I collaborate closely on your account, and while our roles differ, please don't hesitate to reach out to either of us with any questions about your account, CivicPlus solutions, or the county's goals.

I've spoken with Tyler, and he'll be providing a renewal estimate as soon as possible. In the meantime, let us know how else we can assist you and Navajo County.

Best regards,

**Clay Fielding**

Enterprise Account Manager • **CivicPlus**

P: [REDACTED]  
[civicplus.com](https://www.civicplus.com) | [Let's have a conversation - book a meeting here](#)

---

 **CIVICPLUS**

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**From:** Kolton Root [REDACTED]  
**Sent:** Wednesday, November 20, 2024 2:01 PM



**Board of Supervisors Regular**

**1. j.**

**Meeting Date:** 12/10/2024

**Title:** Professional Real Estate Services Contract #B23-09-027 Amendment No. 1

**Submitted For:** Bryan Layton, County Manager

**Submitted By:** Kolton Root, Sr. Procurement Officer

**Department:** Administrative Services

---

**Motion before the Board:**

Amendment No. 1 to the Professional Real Estate Services Contract #B23-09-027 extending the Contract Term one (1) additional year

**Background:**

On January 9, 2024, the Board of Supervisors approved the contract with Jeffery Millett, SEI Real Estate Professionals for Professional Real Estate Services Contract #B23-09-027. This contract features an initial term of 1 year, and has worked well for Navajo County. Upon written mutual consent, Navajo County may renew the contract up to 4 additional one-year terms. This would be the first renewal. Both Navajo County and the vendor are agreeable to renewing the contract, and staff recommends approval.

---

**Attachments**

Amendment 1

Mutual Consent

---

**Form Review**

**Inbox**

Brandt Clark

Clerk of the Board

Form Started By: Kolton Root

Final Approval Date: 12/02/2024

**Reviewed By**

Brandt Clark

Melissa Buckley

**Date**

11/27/2024 12:09 PM

12/02/2024 03:17 PM

Started On: 11/26/2024 09:48 AM



## Kolton Root

---

**From:** Bryan Layton  
**Sent:** Tuesday, November 26, 2024 8:47 AM  
**To:** Kolton Root  
**Subject:** Re: Professional Real Estate Services Contract Renewal - B23-09-027

Yes let's proceed to renew - thank you!

Bryan Layton  
County Manager  
Navajo County

---

**From:** Kolton Root [REDACTED]  
**Sent:** Monday, November 25, 2024 12:49:12 PM  
**To:** Bryan Layton [REDACTED]  
**Subject:** RE: Professional Real Estate Services Contract Renewal - B23-09-027

Hi Bryan,

I'm sorry to bug you. I missed this contract expiration in earlier review, and am trying to get it on the December Board of Supervisors meeting should a renewal be desired. The deadline for submitting agenda items is this week.

Can you kindly let me know if this contract should be renewed, or if there is someone else who would make that determination? Thank you very much.

Respectfully,

**KOLTON ROOT**  
Sr Procurement Officer  
Navajo County | Public Works

---

**From:** Kolton Root  
**Sent:** Friday, November 22, 2024 10:15 AM  
**To:** Bryan Layton [REDACTED]  
**Subject:** Professional Real Estate Services Contract Renewal - B23-09-027

Good morning Bryan,

The subject-referenced contract with Jeffery Millett, SEI Real Estate Professionals is set to term on 1/8/25.

Upon mutual consent, the contract allows for up to (4) one-year renewals. Would you like this contract to renew for another year?

Thanks,

**KOLTON ROOT**  
Sr Procurement Officer  
Navajo County | Public Works

[REDACTED]  
P.O. Box 668 (Mail) | 100 West Public Works Drive

## Kolton Root

---

**From:** Jeff Millett [REDACTED]  
**Sent:** Tuesday, November 26, 2024 12:32 PM  
**To:** Kolton Root  
**Subject:** Re: Renewal of Professional Real Estate Services Contract #B23-09-027

**Caution: This email originated from outside of Navajo County.**

Kolton, thank you for reaching out to me today! Yes, I look forward to continuing my working relationship with Navajo County.

---  
Jeff Millett  
[REDACTED]

On 2024-11-26 09:39, Kolton Root wrote:

Good morning Jeff,

It was great speaking with you earlier! To confirm, you would like to extend the subject-referenced contract for another year? The renewal term would be 1/9/25-1/8/26 with all other terms and conditions remaining the same. Please advise.

Thank you again,

**KOLTON ROOT**  
Sr Procurement Officer  
Navajo County | Public Works

[REDACTED] Works Drive  
Holbrook, AZ 86025  
Teamwork – Accountability – Integrity – Excellence – Innovation







**Board of Supervisors Regular**

**1. k.**

**Meeting Date:** 12/10/2024

**Title:** Joseph City Sidewalk Development Grant

**Submitted For:** Madhav Mundle, Public Works Director

**Submitted By:** Stevie Studer, Account Specialist

**Department:** Public Works

---

**Motion before the Board:**

Certification of the E-12 Request for Release of Funds for the Joseph City Pedestrian Improvement 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) needs the E-12 Form to be signed by the Certifying Officer of the Responsible Entity prior to the release of any funding. By signing this document, it will allow the release of the funds.

---

**Attachments**

E-12 Request for Release of Funds and Certification

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Brandt Clark	Brandt Clark	11/25/2024 10:41 AM
Public Works Director	Madhav Mundle	11/25/2024 12:13 PM
Form Started By: Stevie Studer		Started On: 11/21/2024 09:27 AM
Final Approval Date: 11/25/2024		



**E-12 Request for Release of Funds and Certification**  
 (HUD Form 7015.15/ OMB No. 2506-0087 exp. 03/31/2020)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

**Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)**

1. Program Title(s) Number (Optional) Joseph City Street Improvements - Navajo County 100-25	2. HUD/State Identification Number 86-6004791	3. Recipient Identification 86-6000541
4. OMB Catalog Number(s) (CFDA #) 14.228	5. Name and Address of Responsible Entity Navajo County Public Works Attn: Will Flake PO Box 668 Holbrook, AZ 86025	
6. For information about this request, contact (name and phone number) Stevie Studer (928)524-4100		
7. HUD or State Agency and office unit to receive request The State of Arizona, Arizona Department of Housing	8. Name and address of Recipient (if different than Responsible Entity) Navajo County Attn: Jeanine Carruthers PO Box 668 Holbrook, AZ 86025	

**The recipient(s) of assistance under the program listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following:**

9. Program Activity(ies)Project Name(s) Joseph City Street Improvements	10. Location (Street address, city, county state) Joseph City, Arizona
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11. Program Activity/Project Description

Joseph City Street Improvements. The project work involves improvements, such as sidewalks, multi-use paths and crossings, to make walking and bicycling to school safer and easier for students in Joseph City, a rural unincorporated community. The improvements will be ADA accessible.



**Part 2. Environmental Certification (to be completed by Responsible Entity)**

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the Responsible Entity, certify that:

1. The Responsible Entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the Project(s) named above.
2. The Responsible Entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal  did  did not require the preparation and dissemination of an environmental impact statement.
5. The Responsible Entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the Responsible Entity will advise the recipient (if different from the Responsible Entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated Certifying Official of the Responsible Entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the Responsible Entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as Certifying Officer of the Responsible Entity.

Signature of Certifying Officer of the Responsible Entity	Title of Certifying Officer Chairman, Board of Supervisors
X	Date Signed 12/10/2024
Address of Certifying Officer Navajo County Board of Supervisors P.O. Box 668 Holbrook, AZ 86025	

**Part 3. To be completed when the Recipient is not the Responsible Entity**

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient	Title of Authorized Officer
X	Date Signed

**WARNING:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; U.S.C. 3729, 3802)

PREVIOUS EDITIONS ARE OBSOLETE





**Board of Supervisors Regular**

**1.1.**

**Meeting Date:** 12/10/2024

**Title:** IGA between Navajo County Sheriff's Office and Snowflake Taylor Police Department

**Submitted For:** David Clouse, Sheriff

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

**Department:** Sheriff

---

**Motion before the Board:**

Intergovernmental Agreement between Navajo County Sheriff's Office and Snowflake Taylor Police Department to improve and expand its dispatching radio and communication coverage and capabilities by installing new radio equipment on the radio site and shelter located at the Snowflake Water Tanks

**Background:**

The Navajo County Sheriff's Office wishes to improve and expand its dispatching radio and communication coverage and capabilities by installing new radio equipment on the radio site and shelter located at the Snowflake Water Tanks. Snowflake Taylor Police Department has agreed to lease the space within the shelter and at the site at the rate of \$75 per month, or \$900 per year. The term of this IGA shall be from January 1st 2025 to December 31, 2025, renewable from year to year for an indefinite number of renewal terms.

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**Attachments**

STPD and NCSO IGA

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Brandt Clark	Brandt Clark	11/25/2024 10:42 AM
Kimberly Willis (Originator)	Kimberly Willis	12/02/2024 08:56 AM
Form Started By: Kimberley Willis		Started On: 11/22/2024 04:44 PM
Final Approval Date: 12/02/2024		

**INTERGOVERNMENTAL AGREEMENT between  
NAVAJO COUNTY SHERIFF’S OFFICE and  
SNOWFLAKE TAYLOR POLICE DEPARTMENT**

INTERGOVERNMENTAL AGREEMENT (“IGA”) made as of January 1<sup>st</sup>, 2025 (the “Effective Date”) between Navajo County Sheriff’s Office (NCSO), a political subdivision of the County of Navajo (COUNTY) in the State of Arizona, and the Snowflake Taylor Police Department (STPD), a political subdivision of the City of Snowflake (CITY) within the County of Navajo, in the state of Arizona.

WHEREAS the parties are authorized by ARS 11-951 et seq. to enter into intergovernmental agreements for joint and cooperative action; and

WHEREAS NCSO and STPD have authority pursuant to A.R.S. §11-441 to establish and regulate law enforcement within their respective jurisdictions and to prescribe their powers and duties within those jurisdictions; and

WHEREAS NCSO operates a 9-1-1 Public Safety Answering Point (PSAP) Center and is responsible for answering 9-1-1 emergency telephone calls and is responsible for dispatching calls for service to first responders with the use of radio equipment in and throughout the COUNTY, and carries out twenty-four (24) hour dispatch services in that regard; and

WHEREAS NCSO wishes to improve and expand its dispatching radio and communication coverage and capabilities by installing new radio equipment in and around the COUNTY for the purposes of dispatching first responders; and

WHEREAS CITY and STPD owns and operates a radio antenna site and shelter located at 81 S 1<sup>st</sup> St W in Snowflake, Arizona, on Parcel 202-18-004; and

WHEREAS both NCSO and STPD are willing parties to enter into this agreement to allow NCSO to install radio equipment on the radio site and shelter, and are both willing to enter the terms and conditions set forth herein; and

NOW, THEREFORE, NCSO and STPD mutually agree as follows:

1. **STPD Responsibilities:**

- a. STPD agrees to allow NCSO, or its designee, to access the site to perform on-site installations, maintenance, upgrades, changes, etc. in and around the shelter and on the radio antenna site, only as it relates to equipment owned and operated by NCSO, unless otherwise agreed with STPD.
- b. STPD agrees to not tamper or interfere with any equipment owned and operated by NCSO in and around the shelter and/or on the radio site, unless otherwise agreed by NCSO.
- c. STPD agrees to mutually work with NCSO for maintaining and improving the site and equipment.
- d. STPD shall notify NCSO as soon as practicable of any on-site installations, maintenance, upgrades, changes, etc. related to the radio site and/or shelter and equipment therein.

2. **NCSO Responsibilities:**

- a. NCSO shall notify STPD immediately of any on-site installations, maintenance, upgrades, changes, etc. related to the radio site and/or shelter and will provide detailed description and information to STPD related to the work being done.
- b. NCSO agrees to not tamper or interfere with any equipment owned and operated by STPD in and around the shelter and/or on the radio site, unless otherwise agreed by STPD.
- c. NCSO agrees that any on-site installations, maintenance, upgrades, changes, etc. performed by NCSO, or it's designee, will only be related to equipment in and around the shelter or on the radio site that is owned and operated by STPD, unless otherwise agreed by STPD.
- d. NCSO agrees to mutually work with STPD for maintaining and improving the site.
- e. NCSO agrees to provide a certificate of insurance for this site and IGA.

3. **Fees associated with agreement:**

- a. NCSO will lease from STPD, space within the shelter and at the site at the rate of **\$75.00** per month equal to **\$900.00** per year.
- b. This fee shall be paid annually within 14 days of the Effective Date, and after a renewal is agreed upon. Payment will be for the upcoming year and not for the past year.
- c. Payment from NCSO will be paid directly to STPD.
- d. Each party is responsible for the cost and expense of its own equipment.
- e. Should there be some type of unexpected cost or expense related to the maintenance or improvement of the site, NCSO and STPD will mutually work together to come to an agreement to determine expenses.

4. **Initial Term / Renewal:**

- a. The initial term of this IGA shall be one year from the Effective Date, ending December 31, 2025. NCSO and STPD anticipate that this will be a long-term relationship and that this IGA will be renewed from year-to-year for an indefinite number of renewal terms.
- b. During the 90-day period preceding each anniversary of the Effective Date, authorized representatives of NCSO and STPD shall meet in good faith to negotiate any adjustment or change to this IGA. If no adjustment or change is made, then the IGA will be renewed automatically with the existing terms and conditions of the prior year. A new IGA will not be required to be created.
- c. If parties choose to reach an agreement for any adjustment or change to the IGA, then a new IGA shall be written. The new IGA will be completed no later than 30 days prior to the Effective Date.

5. **Termination or Non-renewal:**

- a. Either party may choose to terminate this IGA by providing written notice to the other party at least 120 days before the Effective Date. In the event of termination, parties shall fully cooperate with one another to ensure a smooth transition takes place and is completed by the Effective Date.



- b. Either party may choose to not renew this IGA by providing written notice to the other party at least 30 days before the Effective Date. In the event of non-renewal, parties shall afford one another an additional 60 days after the Effective Date to fully cooperate with one another to ensure a smooth transition takes place and is completed by the new termination date.

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

**Navajo County:**

**City of Snowflake:**

\_\_\_\_\_  
Chair of Board (Printed)

BRIAN RICHARDS  
City Manager (Printed)

\_\_\_\_\_  
Signature

[Handwritten Signature]  
Signature

\_\_\_\_\_  
Date

11-18-24  
Date

**Navajo County Attest:**

**Snowflake Taylor Police Department Attest:**

DAVID CLOUSE  
Sheriff (Printed)

Robert Martin  
Police Chief (Printed)

[Handwritten Signature]  
Signature

Robert Martin  
Signature

11/21/2024  
Date

11/18/2024  
Date



**Board of Supervisors Regular**

**1. m.**

**Meeting Date:** 12/10/2024

**Title:** Third Amendment to Services Agreement with Smith Bagley Inc dba CellularOne

**Submitted For:** David Clouse, Sheriff

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

**Department:** Sheriff

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**Motion before the Board:**

Third amendment /addendum to existing agreement between Smith Bagley Inc. dba CellularOne of Northeast Arizona and Navajo County to activate a location to the existing agreement

**Background:**

Smith Bagley Inc. dba CellularOne of Northeast Arizona and Navajo County are parties to an agreement dated 4/14/2020 for network, connectivity, and tower space services pertaining to multiple sites across Navajo County. The Navajo County Sheriff's Office wishes to activate a location, being the Snowflake Water Tanks, to the existing agreement. Activating the Snowflake Water Tanks site will help to improve communications coverage. Monthly recurring costs of \$50 will be added to the current plan as well as a non-recurring charge of \$3,600 which will be due on the service date of this agreement. The term of this amendment shall be for 5 years, commencing on January 1, 2025, and terminating on December 30, 2030.

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**Attachments**

Addendum to Smith Bagley

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Brandt Clark	Brandt Clark	11/27/2024 12:06 PM
Kimberly Willis (Originator)	Kimberly Willis	12/02/2024 08:56 AM
Form Started By: Kimberley Willis		Started On: 11/22/2024 03:41 PM
Final Approval Date: 12/02/2024		

### **THIRD AMENDMENT TO SERVICES AGREEMENT**

THIS THIRD AMENDMENT ("Third Amendment") to that certain Services Agreement executed on April 14, 2020 ("Service Agreement"), and the First Amendment thereto, entered into October 25, 2022, and the Second Amendment thereto, entered into May 1, 2024 by and between **Smith Bagley, Inc., d/b/a Cellular One of North East Arizona**, a District of Columbia Corporation ("Service Provider"), and **Navajo County, Arizona** a government entity ("Client"), collectively referred to herein as "the Parties".

#### **RECITALS**

WHEREAS, Service Provider and Client are Parties to that certain Service Agreement dated April 14, 2020 (the "Services Agreement"); and

WHEREAS, the Parties executed the First Amendment to the Service Agreement ("First Amendment") on October 25, 2022; and

WHEREAS, the Parties executed the Second Amendment to the Service Agreement ("Second Amendment") on May 1, 2024

WHEREAS, Client wishes to add Client's several antennas ("New Equipment") to existing Service Provider towers located in the County, and to operate said New Equipment using 10 Mbps backhaul circuits to add to its WAN; and

WHEREAS, Service Provider has the ability to provide services per Arizona State Contract CTR049876, Solicitation No: BPM001597. All services provided, will be supplied per the Arizona State Contract CTR049876, Solicitation No: BPM001597.

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Client agree as follows:

- 1) The Parties agree that the Recitals set forth above shall be deemed to have been incorporated into these Covenants and shall become a part of the Agreement of the Parties.
- 2) Section 2 "Effective Date" is deleted in its entirety and is replaced with the following:

The Effective Date of this Third Amendment to the Agreement shall be January 1, 2025.

3) To Section 3.1 shall be added the following location:

<b>Location Site Names</b>	<b>Address or Longitude &amp; Latitude</b>	<b>Bandwidth</b>	<b>Monthly Recurring Cost (MRC)</b>
Snowflake Water Tanks	Latitude: 34°29'51.09"N Longitude: 110° 4'55.23"W	10 Mbps	\$ 50

4) Service Provider and Client agree and acknowledge that Section 7. A. "Billing and Payment" is deleted in its entirety and is replaced with the following:

A. Monthly Recurring Charges ("MRC"). Client shall pay Service Provider total MRC in the amount of five thousand one hundred and twenty-five dollars (\$5,125.00) each month inclusive of taxes and fees, each month throughout the term of this Agreement pursuant to the terms set forth in Sections 6 and 7 of the Agreement.

B. Non-Recurring Charges ("NRC"). In addition to the MRC, Client shall pay Service Provider new NRC in the amount of three thousand six hundred dollars (\$3,600.00), which shall be due at the Service Date of this Agreement.

5) Section 6. "Term" is deleted and replaced in its entirety and replaced with the following:

A. **Initial Term.** The Initial Term of this Third Amendment shall be for five (5) years, and shall commence at the "Effective Date", January 1, 2025 and terminate on December 30, 2030 at 11:59 P.M.

6) In the event the language of this Third Amendment conflicts or is inconsistent with the terms of the Services Agreement, then in that event the terms of this Third Amendment shall prevail.

7) This Third Amendment may be executed in two or more counterparts, each of which together shall be an original and all of which together shall constitute one and the same instrument. In the event that any signature is delivered by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page where an original thereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have entered into this Third Amendment as of the last date written below.

**SERVICE PROVIDER:**

Smith Bagley, Inc., dba Cellular One of  
North East Arizona

**CLIENT:**

**Navajo County**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Board of Supervisors Regular**

**1. n.**

**Meeting Date:** 12/10/2024

**Title:** State Security Agreement

**Submitted For:** Ken Dewitt, Information Technology Director

**Submitted By:** Ken Dewitt, Information Technology Director

**Department:** Information Technology

---

**Motion before the Board:**

Agreement between Navajo County and the Arizona Department of Homeland Security for cybersecurity products to assist in protecting the Navajo County network

**Background:**

The State is providing Navajo County cybersecurity products to assist in protecting the County's network.

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**Fiscal Impact**

**Fiscal Year:** 2024-2025

**Budgeted Y/N:**

**Amount Requested:**

**Fiscal Impact:**

No fiscal impact

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**Attachments**

State Security Agreement

---

**Form Review**

**Inbox**

Information Technology Director (Originator)

Form Started By: Ken Dewitt

Final Approval Date: 11/12/2024

**Reviewed By**

Ken Dewitt

**Date**

11/12/2024 12:10 PM

Started On: 11/12/2024 11:56 AM

Agreement  
Between  
The State of Arizona Department of Homeland Security  
And  
Navajo County Government (each, a "Party")

Recitals:

- a. State of Arizona Department of Homeland Security (hereinafter "AZDOHS") is an agency of the State of Arizona and operating pursuant to Title 41 of the Arizona Revised Statutes.
- b. Navajo County Government (hereinafter "Navajo County") is a political subdivision of the State of Arizona.
- c. AZDOHS, pursuant to Arizona Revised Statutes (hereinafter "ARS") 41-4282, is responsible for the State of Arizona's enterprise cyber security strategy, manages the Statewide Cyber Readiness Program (hereinafter "Program"), and possesses certain skills, tactics, techniques and procedures and other Confidential Information pertaining to certain cyber readiness operations and the administration thereof as further defined in this Agreement (hereinafter, "Agreement"), which AZDOHS desires to share with Navajo County and/or use to aid Navajo County and its cyber operations, pursuant to the direction of the Governor of the State of Arizona. AZDOHS selects, procures, and funds one or more cyber readiness products which may change over time depending on the evolution of cyber security requirements (hereinafter "Products") offered through the Program. AZDOHS desires to assist Navajo County in Navajo County's use of one or more of the Products, as outlined in this Agreement, which will benefit Navajo County's cyber operations.
- d. Navajo County has opted to participate in the Program, to deploy and operationalize one or more of the Products, and desires to work with AZDOHS and is seeking assistance from AZDOHS regarding skills, tactics, techniques, and procedures pertaining to the Products, as outlined in this Agreement, which also will benefit AZDOHS.

Based upon the mutual promises contained in this Agreement, the Parties hereby agree to be bound as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby made terms of this Agreement.
2. Definitions.
  - a. **Disclosing Party.** A Party to this Agreement, including directors, officers, employees, agents or representatives (collectively, "Representatives"), that discloses Confidential Information to the Receiving Party.
  - b. **Receiving Party.** A Party to this Agreement, including its Representatives, that receives Confidential Information from the Disclosing Party.
  - c. **Transaction.** Any interaction between the Parties undertaken pursuant to this Agreement regarding a specific cybersecurity event or incident, or the sharing of information about those events.
  - d. **Confidential Information.** Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. Confidential Information is any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including but not limited to:

i. Information relating to the Program, which if made available to a third-party, would have the potential to enable persons or entities who are not parties to this Agreement to weaken, undermine or penetrate any of the Parties' cyber security measures whether or not such cyber security measures are a part of the Program, including but not limited to the skills, tactics, techniques and procedures associated with the Program;

ii. Information relating to the Products, which if made available to a third-party, would have the potential to enable persons or entities who are not parties to this Agreement to weaken, undermine or any of the Parties' cyber security measures whether or not such cyber security measures are a part of the Program, including but not limited to information obtained from or through a governmental or private entity providing one or more Products to the Parties to this Agreement and including but not limited to proprietary information belonging to such governmental or private entity.

iii. Any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method, which if made available to a third-party, would have the potential to enable persons or entities who are not parties to this Agreement to weaken, undermine or penetrate any of the Parties' cyber security measures whether or not such cyber security measures are a part of the Program;

iv. Any concepts, reports, data, know-how, tactics, techniques, procedures, works-in progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets, which if made available to a third-party, would have the potential to enable persons or entities who are not parties to this Agreement to weaken, undermine or penetrate any of the Parties' cyber security measures whether or not such cyber security measures are a part of the Program;

v. Any internal data, user id's, passwords, configuration settings, infrastructure design, non-public employee information, personal identifiable information, or any other data maintained by a Disclosing Party to fulfill any of its functions, which if made available to a third-party, would have the potential to enable persons or entities who are not parties to this Agreement to weaken, undermine or penetrate any of the Parties' cyber security measures whether or not such cyber security measures are a part of the Program; and

vi. Any other information that should reasonably be recognized as confidential information of the Disclosing Party, which if made available to a third-party, would have the potential to enable persons or entities who are not parties to this Agreement to weaken, undermine or penetrate any of the Parties' cyber security measures whether or not such cyber security measures are a part of the Program.

3. Purpose. The purpose of this Agreement is to establish policies and procedures under which AZDOHS will provide Products to Navajo County and assist Navajo County with its participation in the Program. In furtherance of this purpose, the Parties further agree:

a. That the Products will be provided to Navajo County as a hosted solution in a multi-customer environment. AZDOHS personnel will have administrative access to the Product(s) to provide deployment and operational support to Navajo County.

b. That AZDOHS personnel with administrative access to the Product(s) will protect administrative credentials against unauthorized use and access by employing protection measures in compliance with State of Arizona Statewide Information Security Policies, Standards, and Procedures (available at <https://azdohs.gov/information-security-policies-standards-and-procedures>). Documentation of this will be provided by AZDOHS to Navajo County upon request.



c. That any Products and Product licenses and support provided by AZDOHS other than in response to a request under the Arizona Mutual Aid Compact will be funded by AZDOHS and shall be provided to Navajo County at no cost to Navajo County and with no requirement for reimbursement from Navajo County.

4. Scope of Products and Assistance. Navajo County and AZDOHS intend to work together, and AZDOHS will provide Products, Product licenses, and related assistance to Navajo County as set forth in Exhibit A to this Agreement. The Parties further agree that:

a. Additional exhibits or modifications and amendments to Exhibit A may be executed in the future. Any such changes will be made in accordance with Section 13 of this Agreement.

b. Navajo County shall not request, and AZDOHS shall not provide, any services not in compliance with all State and Federal laws regulating the access to, and utilization of, cyber information.

c. Navajo County and AZDOHS understand that AZDOHS will only access and/or make changes to the Products offered to Navajo County and/or Product modifications which impact the Navajo County with prior notification.

d. The Parties acknowledge that both Parties' records are subject to Arizona public records law and agree that in the event that either Party receives a public records request, subpoena, or other request or demand for records relating to the matters addressed in this Agreement, (1) the Party receiving the public records request, subpoena, or other request or demand for such records shall immediately notify the other Party and provide the other Party with a copy of the public records request, subpoena, or other request or demand for such records; and (2) the Parties shall communicate and cooperate with each other in responding to and/or resisting the public records request, subpoena, or other request or demand for such records, except that each Party shall retain the right to assert its own independent position on whether a record or portion of a record should or should not be produced. The Parties further agree:

i. AZDOHS may review alerts, statistical data, and other data collected to support the Program.

ii. Navajo County agrees that AZDOHS may report summary Program metric data to State executive leadership for the purposes of demonstrating the effectiveness and completeness of implementation of the Program.

iii. Navajo County agrees that AZDOHS may report aggregated and anonymized information (including but not limited to threat intelligence and technical indicators) to other AZDOHS strategic partners for the purposes of information sharing and furthering the mission of AZDOHS and the Program.

e. Navajo County will permit AZDOHS personnel access to Navajo County's systems and information as AZDOHS deems necessary. AZDOHS agrees to access Navajo County's systems only with prior notification to Navajo County and solely for serving the purposes of the Program.

5. Obligations Specific to Navajo County. Navajo County understands and acknowledges that participation in the Program is voluntary. The Parties agree that Navajo County will:

a. Assign primary technical and executive Points of Contacts ("POCs") for coordination with AZDOHS regarding all Products, Product licenses, and related assistance as set forth in this Agreement. The Navajo County's technical POCs will coordinate with AZDOHS for Navajo County's participation in the Program including but not limited to deployment and operation of the Products. Navajo County shall report to AZDOHS any change in the POCs' identity or the POCs' contact information in a timely manner.

- b. Utilize Products and the Program to reduce Navajo County’s cybersecurity risk, and reasonably collaborate with AZDOHS and other participating agencies to improve the Program.
- c. Make consistent progress with deployment of the Products and licenses and will maintain regular and open communications with AZDOHS as appropriate. Failure to communicate with AZDOHS is grounds for AZDOHS to reallocate Navajo County’s Product licenses to other Program participants.
- d. Participate in surveys and provide feedback to AZDOHS to improve the Program.
- e. Comply with all end user license agreements required by the Product manufacturers.
- f. Agree that any additional add-on options for Products, not already available under the Product portfolio, must be approved by the Arizona State and Local Cybersecurity Program Planning Committee (hereinafter “Committee”). The Committee will include representatives from Arizona local governments, tribal governments, and K-12 public school districts. The mission of the Committee will be to ensure greatest value for the Program participating agencies, approve annual purchases, authorize changes to the portfolio of services offered, oversee operations, and suggest improvements to the Program. The Navajo County is solely responsible for the funding, procurement, and implementation of all such add-on options.
- g. Be permitted to disclose the following items to any person at any time:
  - i. The fact that Navajo County has entered into this Agreement and the details of this Agreement.
  - ii. A description of Navajo County’s participation in the Program as stated in this Agreement.

6. Obligations Specific to AZDOHS. AZDOHS, under direction of the Governor of the State of Arizona, has the mission to assist Arizona local governments, tribal governments, and K12 public school districts to reduce cybersecurity risk and to reduce the impact of cyber-attacks. AZDOHS accomplishes this mission, in part, through the Program. Accordingly, the Parties agree that AZDOHS will:

- a. Establish a governance program for the Program, to be overseen by the Committee.
- b. Make efforts to maintain current, and identify future, funding sources to continue purchasing and maintaining the Program and Products.
- c. If funding is discontinued, AZDOHS will make efforts to ensure Navajo County has time to plan for a transition of cybersecurity services.
- d. Conduct all procurements relating to the subject matter of this Agreement unless otherwise provided in Section 5(f).
- e. Communicate to Navajo County all significant changes to the Program that could affect Navajo County.
- f. Acknowledge that data created by or transferred to Navajo County’s Product environment is owned by Navajo County. AZDOHS will provide Navajo County’s data to Navajo County upon termination of this Agreement and participation in the Program as feasible.
- g. Communicate system changes to the Product to the Committee and to Navajo County 48 hours prior to the change being made, with exception that in the event of an emergency, AZDOHS will make efforts to communicate, but will make emergency changes without prior communication if AZDOHS determines this is necessary.

h. Communicate changes to Navajo County's Product environment and related information to Navajo County 48 hours prior to the change being made, with exception that in the event of an emergency, AZDOHS will make efforts to communicate, but will make emergency changes without prior communication if AZDOHS determines this is necessary.

i. Notify Navajo County in writing promptly upon the discovery of a system breach or other unauthorized access and/or change to Navajo County's Products, but in no case later than 48 hours after discovery of a breach or other unauthorized access.

j. Make efforts to assist Navajo County with its regulatory compliance requirements in relation to the Products.

7. Use of Confidential Information. A Receiving Party agrees to use Confidential Information solely in connection with the Program and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party.

8. Disclosure of Confidential Information. A Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will:

a. Except as provided in Sections 4(d) and 5(g) of this Agreement, limit disclosure of any Confidential Information to only those within its control (i) who have executed a Non-Disclosure Agreement protecting Confidential Information to at least the same extent as this Agreement and (ii) who have a need to know such Confidential Information in connection with the relationship between the Parties under this Agreement. Each Non-Disclosure Agreement between a Party to this Agreement and a third-party shall include language providing that (a) the Party to this Agreement signing a Non-Disclosure Agreement with a third-party shall immediately provide a copy of that Non-Disclosure Agreement to the other Party to this Agreement, and (b) either Party to this Agreement shall have the right to enforce that Non-Disclosure Agreement with that third-party.

b. Advise its personnel and representatives of the confidential nature of Confidential Information and of the obligations set forth in this Agreement.

c. Be under no obligation with respect to any information:

i. Which is, at the time of disclosure, available to the general public; or which at a later date becomes available to the general public through no fault of Receiving Party, but only after that later date;

ii. Which Receiving Party can demonstrate was in its possession before receipt of the information from Disclosing Party, which can be proven by written records or other competent evidence;

iii. Which was developed independently by Receiving Party without reference to the information provided by Disclosing Party;

iv. Which is disclosed to Receiving Party without restriction on disclosure by a third-party who has the lawful right to disclose such information;

v. Which is required to be disclosed pursuant to any applicable law or regulation, or pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or similar method, except as provided in Section 4(d) of this Agreement.

9. Return of Confidential Information. Receiving Party shall immediately return and redeliver to the other Party all tangible material embodying Confidential Information received hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of:

- a. The completion or termination of the dealings between the Parties contemplated hereunder;
- b. The termination of this Agreement; or,
- c. At such time as the Disclosing Party may so request.

Provided however that the Receiving Party may retain such of its records as is necessary to enable it to comply with its record retention obligations and policies.

10. Notice of Breach. Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or its Representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

11. Limitation of Agreement. The Parties agree that neither Party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. This Agreement does not create a joint venture or partnership between the Parties.

12. Term. This Agreement shall commence on the date of the last signature herein below, and shall end ten (10) years from such date, unless terminated or extended as set forth in Section 14 of this Agreement.

13. Modifications to this Agreement. Any amendments or changes to this Agreement, including but not limited to amendments or changes to Exhibit A hereto, must be in writing and signed by authorized representatives of both Parties.

14. Termination. Either Party may terminate this Agreement by giving 30 days written notice to the other Party. Such termination notice period shall not commence until receipt of the written notice by the other Party. Access to systems will not be terminated by either Party without prior agreement of both Parties.

15. Disclaimer of Liability. In no event shall the State of Arizona, AZDOHS, the Program or their employees, members, agents, servants, independent contractors or suppliers be liable to Navajo County or any third parties affected by the actions taken by AZDOHS pursuant to this Agreement for any damages of any kind whatsoever, including, but without limitation, damages for loss of profits, business interruption, loss of information, disclosure of confidential or private information, or other losses, including pecuniary loss arising out of training conducted pursuant to this Agreement or for special, indirect, consequential, incidental, or punitive damages however caused, and regardless of the theory of liability.

16. Warranty. Each Party warrants that it has the right to make the disclosures called for under this Agreement. NO OTHER WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER. The Parties acknowledge that although they shall each endeavor to include in Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the Parties understand that no representation or warranty as to the accuracy or completeness of Confidential Information is being made by either Party as the Disclosing Party. Neither Party hereto shall have any liability to the other Party or to the other Party's Representatives resulting from any use of

Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

17. Severability. In the event that any provision or Section herein is held invalid or unenforceable, the remaining provisions and Sections shall remain in full force and effect.

18. No Indemnification. Neither Party shall indemnify or hold harmless the other Party.

19. Funding. Every obligation of AZDOHS under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the Legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by AZDOHS or Navajo County at the end of the period for which funds are available. No liability shall accrue to AZDOHS or any other agency of the State of Arizona in the event this provision is exercised, and neither AZDOHS nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

20. Conflict of Interest. The requirements of ARS § 38-511 apply to this Agreement. Either Party may 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 that Party is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of the other Party with respect to the subject matter of this Agreement.

21. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Arizona, without regard to its conflict of laws provisions.

22. Dispute Resolution. The Parties 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 ARS § 12-1518, except as may be required by other applicable statutes.

23. Forum. The forum for any dispute arising out of this Agreement shall be Maricopa County, Arizona.

24. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any other written or oral agreement between the Parties with respect to the subject matter of this Agreement.

25. Rule of Construction. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement.

26. Further Actions. Each Party hereby agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

27. Compliance with All Applicable Law. The Parties agree to comply with all federal, state or local laws, rules or regulations applicable to the subject matter of this Agreement.

28. Independent Status. The Parties are independent contractors, and nothing contained in this Agreement creates a relationship of partnership, joint venture, agency, or employment between the Parties or any of their employees, officers, agents, or contractors.

29. Execution. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute a single instrument. A signature on a counterpart may be made by facsimile or otherwise electronically transmitted, and such signature shall have the same force and effect as an original signature. Further, this Agreement may be retained in any electronic format, and all electronic copies thereof shall likewise be deemed to be an original and shall have the same force and effect as an original copy of this Agreement.

30. No Third-party Beneficiaries. This Agreement will inure exclusively to the benefit of and be binding upon AZDOHS and Navajo County as the only parties to this Agreement, and to their respective successors, assigns, executors and legal representatives. Except as expressly provided in this Agreement, nothing in this Agreement confers on any person other than the Parties hereto or their respective successors and assigns, any rights, remedies, obligations, or liabilities.

31. Separate Responsibility. Except as expressly provided in this Agreement, each Party agrees that, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other Party and the results thereof. In the event that either Party becomes aware of any claim made by or expected from a claimant against a Party to this Agreement, which claim relates to the subject matter of this Agreement, that Party will immediately notify the other Party, and the Parties will share all information regarding such matter and cooperate with each other in addressing the matter.

32. Waiver. Any failure by either Party to enforce the other Party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. It is expressly agreed that in the execution of this Agreement, no Party waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

33. Assignment. Neither Party may directly or indirectly assign or transfer its rights and/or obligations under this Agreement by operation of law or otherwise without the prior written consent of the other Party.

34. Force majeure. The Parties shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

35. Publicity. No Party shall use or mention in any publicity, advertising, promotional materials or news release the name or service mark(s) of the other Party without the prior written consent of that Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Arizona Department of Homeland Security

Navajo County Government

\_\_\_\_\_ Signature

\_\_\_\_\_ Signature

\_\_\_\_\_ Name

\_\_\_\_\_ Name

\_\_\_\_\_ Title

\_\_\_\_\_ Title

\_\_\_\_\_ Date

\_\_\_\_\_ Date

10966925.2

Agreement  
Between  
The State of Arizona Department of Homeland Security  
And  
Navajo County Government (also referred to as “Navajo County”)

EXHIBIT A

Products provided by AZDOHS to Navajo County under this Exhibit A are as follows:

<b>Products</b>	<b>Description</b>
<b>Advanced Endpoint Protection / Endpoint Detection &amp; Response</b>	<p>Advanced Endpoint Protection (AEP) is next-generation antivirus protection that leverages artificial intelligence and machine learning to identify malware before it executes.</p> <p>Endpoint Detection and Response (EDR), also referred to as endpoint detection and threat response (EDTR), is an endpoint security solution that continuously monitors end-user devices to detect and respond to cyber threats like ransomware and malware.</p>
<b>Anti-Phishing / Security Awareness Training</b>	<p>Anti-phishing training provides employees with examples of how to spot phishing attempts and suspicious emails requesting sensitive information from users or infecting systems with malware. This includes sending emails to employees with fake links, mimicking real phishing attempts from outside threats. Employees who click on simulated links will be prompted to complete security awareness training.</p> <p>Security Awareness Training (SAT) features user-friendly online training courses that cover the latest cybersecurity best practices to educate employees on how to keep data and devices safe.</p>
<b>Converged Endpoint Management</b>	<p>Converged Endpoint Management (XEM) platforms provide unrivaled access to real-time asset visibility and the ability to patch at scale with certainty (including devices that are on or off-network or VPN). XEM brings IT Operations, Security, and Risk Management teams together – with a single platform for complete visibility, control, and trust in IT decision-making.</p>
<b>Multi-Factor Authentication</b>	<p>Multi-Factor Authentication (MFA) is a security system that requires more than one method of authentication to verify a user's identity for a login or other transaction. Categories for authentication may include knowledge (something a user knows), possession (something a user has), and inherence (something a user is). MFA provides an extra layer of security to prevent unauthorized access to systems.</p>
<b>Web Application Firewall</b>	<p>Web Application Firewall (WAF) is an application firewall for HTTP applications. It applies a set of policies to help protect web applications from common web exploits that could affect an application's availability and compromise data.</p>

10724554.2





**Board of Supervisors Regular**

**1. o.**

**Meeting Date:** 12/10/2024

**Title:** Task Agreement No. 36 - Equipment Operators

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

**Department:** Board of Supervisors

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**Motion before the Board:**

Task Agreement Number 36 to the Memorandum of Agreement between the Bureau of Indian Affairs Department of Transportation- Navajo Region and Navajo County for the continued funding support of two Navajo County Road Maintenance Equipment Operator

**Background:**

The County and the Bureau of Indian Affairs Department of Transportation have had a successful partnership this past year through a Task Agreement where the County provides the funds to hire a heavy equipment operator for the Navajo Nation within District 2. The operator continues to significantly assist BIA with road maintenance repairs within the Navajo Nation Communities, especially the local public routes that have been neglected for some time. Renewing this agreement will allow the continuation of funding for an operator to provide road maintenance / blading assistance to BIA-Navajo Region Inventory routes through December 31, 2025.

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**Fiscal Impact**

**Fiscal Year:** 2025

**Budgeted Y/N:** Y

**Amount Requested:** 60,000

**Fiscal Impact:**

\$60,000 allocated from District 2 Special Roads HURF

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**Attachments**

Task Agreement 36 Equipment Operator

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Jeanine Carruthers	Jeanine Carruthers	12/03/2024 10:22 AM
Brandt Clark	Brandt Clark	12/03/2024 02:13 PM
Public Works Director	Madhav Mundle	12/03/2024 02:19 PM
Form Started By: Leah Thomas		Started On: 12/06/2023 03:15 PM
Final Approval Date: 12/03/2024		

Task Agreement No 36  
Bureau of Indian Affairs Navajo Region – Division of Transportation  
Navajo County Road Maintenance Equipment Operator

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The Navajo County Board of Supervisors, by motion duly passed at the Board's regular meeting on December 10, 2024, has approved the expenditure of up to \$60,000.00 in (X) Special Project Road Funds, or ( ) Highway User Revenue Funds to be used for the funding of District 2 Navajo County Road Maintenance Equipment Operator, for road maintenance activities on BIA public roads, which are located on the Navajo Indian Reservation within BIA Chinle, Western, and Fort Defiance Agency, in Navajo County. The funds shall be used to support the road maintenance crew and fuel purchase that are or may become available to the Bureau for road maintenance purposes on the BIA public roads in that portion of the Navajo Reservation, within Navajo County's Supervisorial District No. 2. Such duties may include, but are not limited, to: operating a motor grader, backhoe, end loader, or truck; installing road signs; mowing vegetation; repairing cattle guards and guardrails; cleaning, repairing, or installing drainage structures; repairing right-of-way fences; patching and crack sealing pavement, placing gravel to alleviate a safety hazard when directed by BIA supervisor; and performing similar road maintenance activities.

The BIA warrants and represents that the employee(s) funded, and the fuel purchased with the Allocated Funds will be used primarily for maintenance activities on roads within District 2 of Navajo County. BIA understands that Navajo County will be responsible for hiring and paying the Equipment Operators. The applicants will undergo hiring process by Navajo County's criteria and be chosen by the reviewers' determination. The County will determine the salary and benefits that the employee(s) will be receiving. Once the employee(s) are hired, the BIA will provide maintenance activities whenever employee(s) are working on BIA public roads. Navajo County will be responsible for all personnel issues in accordance with the County personnel policies. Navajo County will provide a motor grader to be utilized while BIA will furnish any additional equipment needed for the employee(s). The County will be responsible for routine maintenance checkups on the motor grader it provides. The employee(s) shall be utilized until December 31, 2025, and then shall no longer be available for road maintenance activities pursuant to this Agreement.

**TERMINATION OF TASK AGREEMENT:** This Task Agreement may be terminated at any time by mutual written consent, or by the County, with or without cause, upon giving thirty (30) days written notice. The County, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the County shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the County before the effective date of termination.

**ACCEPTED AND APPROVED:**

**NAVAJO COUNTY**

By \_\_\_\_\_ Date \_\_\_\_\_  
Chairman, Board of Supervisors

**APPROVED AS TO FORM AND AUTHORITY**

By \_\_\_\_\_ Date \_\_\_\_\_  
Deputy County Attorney

**BUREAU OF INDIAN AFFAIRS**

By \_\_\_\_\_ Date \_\_\_\_\_  
Acting Branch Chief of Transportation



**Board of Supervisors Regular**

**1. p.**

**Meeting Date:** 12/10/2024

**Title:** Painted Sky Full House Lane Culvert Design; Kimley Horn On-Call Traffic Engineering Services; Speedie & Associates Construction Materials

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

**Department:** Board of Supervisors

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**Motion before the Board:**

Contracts signed by County Manager pursuant to Board of Supervisors Resolution: Contract Amendment Number 2 for Professional Services Agreement with Painted Sky for the Full House Lane Culvert Design; Contract Amendment Number 1 for Professional Services for the On-Call Traffic Engineering Services; and Professional Services Contract with Speedie & Associates, LLC for Construction Materials Testing & Special Inspections, Code Enforcement Facility

**Background:**

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**Attachments**

Full House Lane Culvert Design  
On Call Traffic Engineering Services  
Code Enforcement Facility

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**Form Review**

Form Started By: Melissa Buckley  
Final Approval Date: 11/25/2024

Started On: 11/25/2024 02:20 PM



# Navajo County Public Works

## **CONTRACT AMENDMENT NO. 2 CONTRACT FOR PROFESSIONAL SERVICES “Full House Lane Culvert Design”**


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

- Term and Renewal:** The above contract is hereby mutually extended, January 6, 2025 through January 5, 2026, unless terminated, canceled or extended as otherwise provided in the contract.

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

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

Doug Brimhall, PE  
Painted Sky Engineering & Survey, LLC  
176 N. Main Street  
Snowflake, Arizona 85937

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 10 <sup>th</sup> day of December 2024, at Holbrook, Arizona.
_____ Signature	 _____ Bryan Layton, County Manager
_____ Date	_____ Navajo County
_____ Typed/Printed Name and Title	



# Navajo County Public Works

## **CONTRACT AMENDMENT NO. 1 CONTRACT FOR PROFESSIONAL SERVICES “On-Call Traffic Engineering Services”**

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

- Term and Renewal:** The above contract is hereby mutually extended, December 8 2024 through March 7th, 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 this amendment to the address listed below, attention Kathleen Outland, as soon as possible.

Michael Grandy, P.E.  
Kimley-Horn  
1001 W. Southern Avenue, Suite 131  
Mesa, AZ 85210

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 10 <sup>th</sup> day of December 2024, at Holbrook, Arizona.
_____ Signature	_____ Bryan Layton, County Manager
_____ Date	_____ Typed/Printed Name and Title



## **CONTRACT FOR PROFESSIONAL SERVICES**

**AGREEMENT** made as of November 12, 2024, between Navajo County ("County") and Speedie & Associates, LLC. ("Consultant").

**WHEREAS**, County requires certain professional services for Construction Materials Testing & Special Inspections, Code Enforcement Facility ("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 October 2, 2024, and those additional items set forth in the Consultant's schedule and fee proposal dated October 2, 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 twenty-one thousand eight hundred forty-five dollars (\$21,845.00) 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: Shaun M. Kulish, G.I.T., Regional Project Manager  
Speedie & Associates, LLC.  
2026 N. 3<sup>rd</sup> Street  
Flagstaff, AZ 86004

To Navajo County: Kolton Root, Senior Procurement Officer  
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

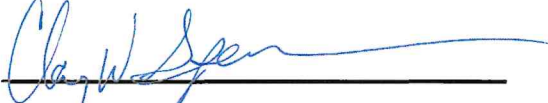
ATTEST:

\_\_\_\_\_  
Melissa W. Buckley, Clerk of the Board

Approved As to Form:

\_\_\_\_\_  
Brandt Clark, Deputy County Attorney

**Consultant**

By 

Title: Northern Arizona Regional Manager

A UES Company

October 2, 2024

Mr. Grant Evans  
Navajo County Engineering Department  
P.O. Box 668  
Holbrook, AZ 86025

**RE: Proposal For Construction Materials Testing & Special Inspections  
Code Enforcement Facility  
1121 Pinedale Rd  
Taylor, AZ  
Proposal No. 89337TS**

Dear Mr. Evans:

We hereby submit our proposal to perform construction materials testing services for the referenced project. All work will be carried out under the overall supervision of a registered Professional Engineer in the state of Arizona.

Speedie & Associates is completely staffed and equipped to provide the necessary testing for this project. We participate in and are accredited by AMRL and CCRL Laboratory Inspection and Reference Sample Programs, as well as being an ADOT referee laboratory. Our technicians participate in the ACI, ATTI and NICET certification programs. Speedie and Associates meets or exceeds all requirements contained within ASTM E329, C1077, and C1093.

We will provide, as scheduled by the responsible party, such personnel and equipment as necessary to observe or test work performed. All scheduled construction materials testing shall be performed on an on-call basis. Our personnel will perform all tests and specimen preparation and will prepare a report for the tasks performed for each day spent at the site. These reports, together with all test data, will be transmitted on a timely basis to those parties designated by the client.

We have provided a budget estimate of **\$21,845.00** for the amount of work required for this project based on our experience on similar projects. It should be noted, however, that we have no control over the contractor's construction methods and work schedule, and actual charges may vary. Hourly rates are billed portal-to-portal from our Show Low Laboratory.

Any additional office support and other services **provided at your specific request** will be billed per our standard Fee and Rate Schedule and Schedule of Fees for Laboratory Testing. Rates on Sundays and holidays will be increased by 35 percent. Invoices will be submitted on a monthly basis for work completed, to be paid within 30 days.

**A UES Company**

We appreciate the opportunity to submit this proposal for your consideration. If our unit rates and standard terms and conditions as attached are satisfactory, please sign the proposal, initial the standard terms and conditions and return it for our records. We look forward to working with the members of the construction team on this project.

**Respectfully Submitted,  
Speedie & Associates, LLC**



**Shaun M. Kulish, G.I.T.  
White Mountain Region Project Manager**

**Attachments: Cost Summary; Fees & Rates; Terms & Conditions**

APPROVED AND ACCEPTED

For: Navajo County

By: [Signature] County Manager

Date: 11-18-24

PROJECT ESTIMATE SUMMARY - Construction Materials Testing

Project Name: Code Enforcement Facility

Proposal No.: 89337TS

Date: 10/2/2024

**Project Specifics:**

Field Technician Hourly Rate	\$70.00
Special Inspection Hourly Rate	\$100.00
Trip Charge	\$20.00
Sample Pickup	\$125.00

**LABOR TOTALS**

	Rate	Qty	Total Cost
14 Travel (Trip Charges)	\$20.00	68	\$1,360.00
27 Sample Pick-up	\$125.00	16	\$2,000.00
35 Field Density Testing	\$70.00	90	\$6,300.00
38 Structural Special Inspection	\$100.00	22	\$2,200.00
31 Caisson/Footing Excavation Inspection	\$100.00	0	\$0.00
41-45 Concrete/Grout/Mortar Testing	\$70.00	76	\$5,320.00

Labor Subtotal \$17,180.00

**LABORATORY TESTING**

101 Sieve Analysis	\$80.00	3	\$240.00
103 Plasticity Index	\$80.00	3	\$240.00
105 Proctor	\$150.00	4	\$600.00
140 Specific Gravity	\$90.00	2	\$180.00
503 Mortar - Compressive Strength	\$120.00	0	\$0.00
505 Grout - Compressive Strength	\$80.00	5	\$400.00
506 Concrete - Compressive Strength	\$100.00	18	\$1,800.00
301 Extraction/Gradation	\$235.00	1	\$235.00
303 Marshall	\$150.00	1	\$150.00
306 Rice - Theoretical Unit Weight	\$180.00	1	\$180.00
Other Lab Tests	\$0.00	0	\$0.00

Laboratory Subtotal \$4,025.00

**ADDITIONAL SERVICES**

EIFS Inspection:	\$100.00	0	\$0.00
Termiticide Sampling	\$100.00	0	\$0.00
Floor Flatness surface analysis	\$100.00	0	\$0.00
Slab Moisture Detection	\$100.00	0	\$0.00
Sprayed-On Fireproofing	\$100.00	0	\$0.00
Roofing Inspection	\$100.00	0	\$0.00

Additional Services Subtotal \$0.00

**PROFESSIONAL SERVICES**

1 Principal - Engineer	\$180.00	0	\$0.00
2 Project Manager	\$140.00	2	\$280.00
3 Project Engineer/Geologist	\$120.00	1	\$120.00
10 Administrative	\$60.00	4	\$240.00

Professional Services Subtotal \$640.00

**Estimated Project Total \$21,845.00**



A UES Company

### ENGINEERING SERVICES 2024 Fee and Rate Schedule

Fees for services will be based upon the time worked on the project at the following rates:

Title	Rate Per Hour
Principal	\$ 180.00
Project Manager	140.00
Sr. Geologist/Engineer	140.00
Special Inspector (Architectural)	120.00
Project Engineer/Geologist	120.00
Environmental Specialist	100.00
Special Inspector (Structural/Geotechnical)	100.00
Staff Engineer/Geologist	100.00
Sr. Engineering Technician	90.00
Draftsman	75.00
Materials Testing Technician	70.00
Clerical/Administrative	60.00

Trip Charges are assessed to cover vehicle and equipment expenses. Trip charges are based on project distance from nearest office. Zero to 20 miles-\$20/trip; 21 to 60 miles-\$60/trip; 61 to100-\$100/trip; 101-150 miles-\$150/trip.

#### REIMBURSABLE EXPENSES

Light Truck Mileage Rate: \$0.67 per mile

The following items are reimbursable to the extent of actual expenses plus 25%:

1. Transportation, lodging and subsistence for out of town travel
2. Special mailings and shipping charges
3. Special materials and equipment unique to the project
4. Duplication or reprinting/copying reports

#### TEST BORINGS AND FIELD INVESTIGATIONS

On projects requiring test borings, test pits, or other explorations, the services of reputable contractors to perform such work shall be obtained.

#### SUBCONTRACTORS/SUBCONSULTANTS CHARGES

Any charges for subcontractors/subconsultants are subject to a 25% handling fee if invoiced by Speedie & Associates or such charges can be directly paid by the CLIENT.

#### SPECIAL RATES

The following rates may be subject to a 35% increase:

- Overtime – time over 8 hours per weekday and on Saturday
- Sunday and Holidays
- Rush orders

#### MINIMUM CHARGES

A three-hour minimum is charged for field testing and inspection services.

#### EXPERT WITNESS

Deposition and testimony; 4-hour minimum, \$250.00 per hour.

***The following Terms and Conditions are included and hereto made a part of this agreement.***



## GENERAL CONDITIONS

### SECTION 1: RESPONSIBILITIES

**1.1** SPEEDIE & ASSOCIATES, LLC a UES Company (S&A/UES) is responsible for providing the services described under the Scope of Services.

**1.2** The Client is responsible for providing S&A/UES with a clear understanding of the project's nature and scope. The Client shall supply S&A/UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow S&A/UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

**1.3** The Client acknowledges that S&A/UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for S&A/UES's provision of the services so described, unless otherwise agreed upon by both parties in writing.

### SECTION 2: STANDARD OF CARE

**2.1** Services performed by S&A/UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of S&A/UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made by S&A/UES hereunder.

**2.2** Execution and delivery of this Agreement by S&A/UES is not a representation that S&A/UES has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide S&A/UES with all information necessary for S&A/UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to S&A/UES that may affect the quality or sufficiency of the services so described.

### SECTION 3: SITE ACCESS AND SITE CONDITIONS

**3.1** Client will grant or obtain free access to the site for all equipment and personnel necessary for S&A/UES to perform the work set forth in this Agreement. The Client will notify any possessors of the project site that Client has granted S&A/UES free access to the site. S&A/UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Scope of Services.

**3.2** The Client is responsible for the accuracy of locations for all subterranean structures and utilities. S&A/UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against S&A/UES, and agrees to defend, indemnify, and hold S&A/UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate S&A/UES for any time spent or expenses incurred by S&A/UES in defense of any such claim with compensation to be based upon S&A/UES's prevailing fee schedule and expense reimbursement policy.

### SECTION 4: BILLING AND PAYMENT

**4.1** S&A/UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.

**4.2** Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.

**4.3** If S&A/UES incurs any expenses to collect overdue billings on invoices, the sums paid by S&A/UES for reasonable attorneys' fees, court costs, S&A/UES's time, S&A/UES's expenses, and interest will be due and owing by the Client.

## **SECTION 5: OWNERSHIP AND USE OF DOCUMENTS**

**5.1** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by S&A/UES, as instruments of service, shall remain the property of S&A/UES. Neither Client nor any other entity shall change or modify S&A/UES's instruments of service.

**5.2** Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.

**5.3** S&A/UES will retain all pertinent records relating to the services performed for a period of "five years or such longer period" of time required by applicable accrediting agency, unless specified in the scope of services following submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasonable time and manner.

**5.4** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by S&A/UES, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of S&A/UES. Client is the only entity to which S&A/UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

## **SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS**

**6.1** Client represents that a reasonable effort has been made to inform S&A/UES of known or suspected hazardous materials on or near the project site.

**6.2** Under this agreement, the term hazardous materials includes hazardous materials, hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other material defined by the U.S. EPA as a hazardous material.

**6.3** Hazardous materials may exist at a site where there is no reason to believe they are present. The discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The discovery of unanticipated hazardous materials may make it necessary for S&A/UES to take immediate measures to protect health and safety. Client agrees to compensate S&A/UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

**6.4** S&A/UES will notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agencies. Client will hold S&A/UES harmless for all consequences of disclosures made by S&A/UES which are required by governing law. In the event the project site is not owned by Client, it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

**6.5** Notwithstanding any other provision of this Agreement to the contrary, Client waives any claim against S&A/UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save S&A/UES harmless from any claim, liability, and/or defense costs for injury or loss arising from S&A/UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by S&A/UES which are found to be contaminated.

## SECTION 7: RISK ALLOCATION

**7.1** Subject to the balance of this Section 7.1, Client agrees that S&A/UES's liabilities, losses, damages, fees, costs and expenses (including attorneys' fees)(collectively, "**Liability**") arising from any claim on account of any breach of contract, error, omission, or professional negligence will be limited to a sum not to exceed \$50,000 or S&A/UES's fee, whichever is greater (the "**Liability Cap**"). If Client prefers to have a higher Liability Cap, S&A/UES agrees to increase the Liability Cap to \$1,000,000.00 upon Client's written request at the time of accepting S&A/UES's proposal, provided that Client agrees to pay an additional consideration of one percent of the total fee, or \$1,000.00, whichever is greater. If Client prefers a \$2,000,000.00 Liability Cap, S&A/UES agrees to increase the Liability Cap to \$2,000,000.00 upon Client's written request at the time of accepting S&A/UES's proposal, provided that Client agrees to pay an additional consideration of one percent of the total fee, or \$2,000.00, whichever is greater. The additional charge for the higher Liability Cap is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

**7.2** Client shall not be liable to S&A/UES, and S&A/UES shall not be liable to Client for any punitive, incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or S&A/UES, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including intentional torts and negligence), statutory, or any other cause of action.

**7.3** As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to Liability.

## SECTION 8: INSURANCE

**8.1** S&A/UES represents that it and its agents, staff, and consultants employed or retained by S&A/UES, is and are protected by workers' compensation insurance, and that S&A/UES has such coverage under public liability and property damage insurance policies which S&A/UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, S&A/UES agrees to indemnify and save Client harmless from and all Liabilities arising from negligent acts by S&A/UES, its agents, staff, and consultants employed by it. S&A/UES shall not be responsible for Liabilities beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save S&A/UES harmless from all Liabilities arising from acts by Client, Client's agents, staff, and others employed by Client.

**8.2** Under no circumstances will S&A/UES indemnify Client from or for Client's own actions, negligence, or breaches of contract.

**8.3** To the extent that damages are covered by property insurance, Client and S&A/UES waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

## SECTION 9: DISPUTE RESOLUTION

**9.1** All claims, disputes, and other matters in controversy between S&A/UES and Client arising out of or in any way related to this Agreement shall be submitted to mediation before and as a condition precedent to seeking other remedies provided by law.

**9.2** If a dispute arises and that dispute is not resolved by mediation, then: (a) the claim will be brought in the state or federal courts having jurisdiction where the S&A/UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable out of pocket fees, costs and expenses incurred by such party, including court costs, attorneys' fees, expert witness fees, and other claim related expenses.

## **SECTION 10: TERMINATION**

**10.1** This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, S&A/UES shall be paid for services performed to the termination notice date plus reasonable out of pocket termination expenses incurred or paid by S&A/UES in connection with such termination and the winding down of its operations.

**10.2** In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this Agreement, S&A/UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct out of pocket costs incurred or paid by S&A/UES in completing such analyses, records, and reports.

## **SECTION 11: REVIEWS, SPECIAL INSPECTIONS, TESTING AND OBSERVATIONS**

**11.1** Plan review and building inspections are performed for the purpose of observing compliance with applicable building codes. Construction materials testing ("CMT") and Special Inspections are performed to document compliance of certain materials or components with applicable testing standards. S&A/UES's performance of plan reviews, Special inspections, building inspections, or CMT, or S&A/UES's presence on the site of Client's project while performing any of the foregoing activities, is not a representation or warranty by S&A/UES that Client's project is free of errors in either design or construction.

**11.2** If S&A/UES is retained to provide construction monitoring or observation, S&A/UES will report to Client any observed work which, in S&A/UES's opinion, does not conform to the plans and specifications provided to S&A/UES. S&A/UES shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of S&A/UES, or S&A/UES's site representative, can be construed as modifying any agreement between Client and others. Client acknowledges that S&A/UES's performance of construction monitoring or observation is not a representation or warranty by S&A/UES that Client's project is free of errors in either design or construction.

**11.3** Neither the activities of S&A/UES pursuant to this Agreement, nor the presence of S&A/UES or its employees, representatives, or subcontractors on the project site, shall be construed to impose upon S&A/UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety conditions at the project site. Client acknowledges that Client or its contractor is solely responsible for project jobsite safety.

**11.4** Client is responsible for scheduling all inspections and CMT activities of S&A/UES. All testing and inspection services will be performed on a will-call basis. S&A/UES will not be responsible for tests and inspections that are not performed due to Client's failure to schedule S&A/UES's services on the project, or for any claims or damages arising from tests and inspections that are not scheduled or performed.

**11.5** If the Client desires more extensive or full-time project observation to help reduce the risk of problems arising during construction, the Client shall request such services as "Additional Services" in accordance with the terms of this agreement. Should the Client, for any reason, choose not to have S&A/UES provide construction or field observation during the implementation of S&A/UES's specifications or recommendations, or should the Client unduly restrict S&A/UES's assignment of observation personnel, Client shall, to the fullest extent permitted by law, waive any claim against S&A/UES, and indemnify, defend, and hold S&A/UES harmless from any claim or liability for injury or loss arising from field problems allegedly caused by findings, conclusions, recommendations, plans or specifications developed by S&A/UES. The Client also shall compensate S&A/UES for any time spent or expenses incurred by S&A/UES in defense of any such claim. Such compensation shall be based upon S&A/UES's standard fee and rate schedule.

## **SECTION 12: ENVIRONMENTAL ASSESSMENTS**

**12.1** Client acknowledges that an Environmental Site Assessment (“ESA”) is conducted solely to permit S&A/UES to render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and S&A/UES cannot know or state for a fact that a site is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if S&A/UES states that reportable quantities of regulated contaminants are not present, Client acknowledges that it still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

## **SECTION 13: SAMPLE DISPOSAL**

**13.1** Non-Hazardous Samples — Test samples are substantially altered during testing and disposed of immediately upon completion. Drilling samples are disposed of thirty (30) days after submission of our report. If requested in writing, samples can be held after thirty (30) days for an additional storage fee or returned to the Client.

**13.2** Hazardous Samples — If toxic or hazardous substances are involved, S&A/UES will return such samples to the Client. Or using a manifest signed by the Client, S&A/UES will have such samples transported to a location selected by the Client for final disposal. The Client agrees to pay all costs for storage, transport, and disposal of samples. The Client recognizes and agrees that S&A/UES is acting as a bailee and at no time assumes title to samples involving hazardous or toxic materials.

## **SECTION 14: SUBSURFACE EXPLORATIONS**

**14.1** Client acknowledges that subsurface conditions may vary from those observed at locations where borings, surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by S&A/UES will be based solely on information available to S&A/UES at the time of service. S&A/UES is responsible for those data, interpretations, and recommendations but will not be responsible for other parties’ interpretations or use of the information developed or provided by S&A/UES.

**14.2** Subsurface explorations may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated. S&A/UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurface explorations may be an essential element of S&A/UES’s services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against S&A/UES, and indemnify, defend, and hold S&A/UES harmless from any claim or Liability arising from cross-contamination allegedly caused by S&A/UES’s subsurface explorations. In addition, Client agrees to compensate S&A/UES for any time spent or expenses incurred by S&A/UES in defense of any such claim with compensation to be based upon S&A/UES’s prevailing fee schedule and expense reimbursement policy.

## **SECTION 15: SOLICITATION OF EMPLOYEES**

**15.1** Client agrees not to solicit for hire any of S&A/UES’s employees with which Client had contact during the term of this Agreement for a one-year period following the expiration date or termination date of this Agreement (the “Post-Term Period”) except through S&A/UES. If Client hires any such S&A/UES employee during the Post-Term Period, Client shall within five business days following written demand therefore from S&A/UES, pay S&A/UES an amount equal to one-half of the employee’s then effective annualized salary, as liquidated damages. Further, Client acknowledges that the liquidated damages, stated above, are reasonable under the circumstances.

## **SECTION 16: ASSIGNS**

**16.1** Neither Client nor S&A/UES may assign this Agreement or assign or delegate any of its rights or obligations hereunder without the prior written consent of the other party.

**SECTION 17: GOVERNING LAW AND SURVIVAL**

**17.1** This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the S&A/UES office performing the services hereunder is located.

**17.2** If any of the provisions of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

**SECTION 18: INTEGRATION CLAUSE**

**18.1** This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly set forth herein.

**18.2** This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

**SECTION 19: WAIVER OF JURY TRIAL**

**19.1** To the extent permitted by applicable law, Client and S&A/UES hereby waive trial by jury in any action arising out of or related to this Agreement.

**CLIENT APPROVAL**

S&A/UES offers the Client the Proposal as listed above. Client may accept S&A/UES's offer by signing in the space provided below and returning a signed copy to S&A/UES. Such notification may be faxed or by emailing the signed general conditions. In the event the Client authorizes work without returning a signed copy, the Client agrees to be bound by the general conditions as stated herein. The proposal presented has been read, understood, and accepted by the Client effective as of the date that the executed proposal is returned to S&A/UES.

EXECUTED BY CLIENT'S AUTHORIZED REPRESENTATIVE: \_\_\_\_\_ (signature)

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date Accepted: \_\_\_\_\_

Client Business Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**ACCOUNTS PAYABLE INFORMATION**

A/P Contact Name: \_\_\_\_\_

A/P Contact Telephone: \_\_\_\_\_ \*A/P Contact E-Mail: \_\_\_\_\_

\* A/P Contact E-Mail must be provided before the S&A/UES can proceed with its proposed services



**Board of Supervisors Regular**

**1. q.**

**Meeting Date:** 12/10/2024

**Title:** Contract Amendment No. 4 eX2 for the Design, Construction, Maintenance and Marketing of Fiber Optic Infrastructure

**Submitted For:** Grant Evans, Capital Projects Manager

**Submitted By:** Grant Evans, Capital Projects Manager

**Department:** Public Works

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**Motion before the Board:**

Amendment No. 4 to Contract with eX2 for the Design, Construction, Maintenance and Marketing of Fiber Optic Infrastructure to expand the scope of work and increase the contract amount to design and construct the infrastructure needed to connect thirteen (13) county-owned facilities to the middle-mile backbone

**Background:**

On February 28, 2023, the Board approved a Contract with eX2 Technology, LLC (eX2) for the Design, Construction, Maintenance and Marketing of Fiber Optic Infrastructure. This contract amendment is in the form of a change order - change order number 7.

The original contract scope included the design and construction of fiber laterals to (13) county-owned facilities. The extent of the scope for this work included building fiber optic infrastructure leading off the middle mile to a predetermined, logical termination point near the edge of each county property. Change order #7 provides for the design and construction of extending said fiber infrastructure from the edge of the property into the communication rooms in the (13) facilities. By completing these connections into each of the buildings' communications rooms, the facilities will have their final physical connections to the network that are needed to leverage and utilize the high speed, high capacity middle mile.

Staff has negotiated change order number 7 with eX2 and believes it is fair and reasonable.

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**Fiscal Impact**

**Fiscal Year:** FY 25

**Budgeted Y/N:** Y

**Amount Requested:** 463,570.21

**Fiscal Impact:**

Funds are budgeted in the General Fund.

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**Attachments**

Change Order #7

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**Form Review**

**Inbox**

Jason Moore

**Reviewed By**

Grant Evans

**Date**

11/26/2024 04:24 PM

Jason Moore  
Brandt Clark  
Public Works Director  
Form Started By: Grant Evans  
Final Approval Date: 11/27/2024

Jason Moore  
Melissa Buckley  
Madhav Mundle

11/27/2024 11:14 AM  
11/27/2024 12:30 PM  
11/27/2024 03:07 PM  
Started On: 11/26/2024 02:24 PM



CHANGE ORDER			
<b>Change Order/Request No.:</b>	007	<b>Date of Issuance:</b>	October 28, 2024
<b>Contractor:</b>	EX2 Technology, LLC	<b>Date of Agreement:</b>	March 1, 2023
<b>Contract For:</b>	The Design, Construction, Maintenance and Marketing of Fiber Optic Infrastructure		

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

This CO will have, in detail, revisions to the Contract whether in changing, adding or removing items and/or language from the contract.

Except as amended herein, all other terms and conditions shall remain in full force and effect.

1. Schedule 2.1, Scope of Work

Contractor will design and construct thirteen (13) drop fiber LC type connections from the edge of property handhole into the buildings and terminate into a new fiber patch panel with LC connectors provided by Contractor and located in the building’s equipment room in the existing available rack space at each County facility identified in *Attachment 1* and *Attachment 1, Figure 1*. Splicing to the backbone is included in the original contract. Attachment 1, Figure 1 will be developed by Contractor and provided to the County for review prior to any splicing of the laterals

Contractor will also design, engineer and install a 1.25” conduit with a 24-strand fiber connection from the edge of property handhole into thirteen (13) locations identified in *Attachment 2*. In the building, Contractor will route the fiber to the communications room and terminate to a new patch provided by Contractor to be installed in existing available rack space. Contractor has physically surveyed each site for constructability.

2. Schedule 3.1, REV 1 (CO 005, 5/31/2024) System Price

Add Item 10 to System Price as follows:

10. Drop Installation, Splicing and Termination	Value
100 E Code Talkers Dr., Holbrook	\$ 35,634.64
145 S Main St., Snowflake	\$ 31,784.70
600 N 9 <sup>th</sup> Place, Show Low	\$ 41,944.58
2188 W Country Club Dr., Heber-Overgaard	\$ 37,052.19
1892 S Pine Lake, Pinetop	\$ 33,549.73
117 E Buffalo, Holbrook	\$ 30,143.07
121 W Buffalo, Holbrook	\$ 30,143.07
137 W Arizona St., Holbrook	\$ 29,448.10
404 E Hopi, Holbrook	\$ 29,795.59
1121 Pinedale, Taylor	\$ 41,025.54
411 E Duece of Clubs, Show Low	\$ 42,067.99
1100 E Thorton Rd., Show Low	\$ 39,260.50
251 Penrod Rd., Show Low	\$ 41,720.51
<b>Total</b>	<b>\$463,570.21</b>

Price includes labor, materials and appropriate state taxes.

Total estimated cost of this Change Order is **\$463,570.21**

3. Schedule 5.2, Progress Schedule

Activity	Duration
*Order Materials	16-week lead time
Construct Building Drops	3-5 Months

The Schedule for this CO will be mutually agreed upon between the County, Contractor, and Contractor's Subcontractor. It will be structured to align with the project's specific requirements and deadlines with the understanding that the work may be limited by the responsiveness of applicable municipalities in the target areas.

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

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**Contractor: EX2 Technology, LLC**

**County: Navajo County, Arizona**

**By:** \_\_\_\_\_  
*(Signature)*

**By:** \_\_\_\_\_  
*(Signature)*

**Name:** Jay Jorgensen

**Name:** \_\_\_\_\_

**Title:** COO

**Title:** \_\_\_\_\_

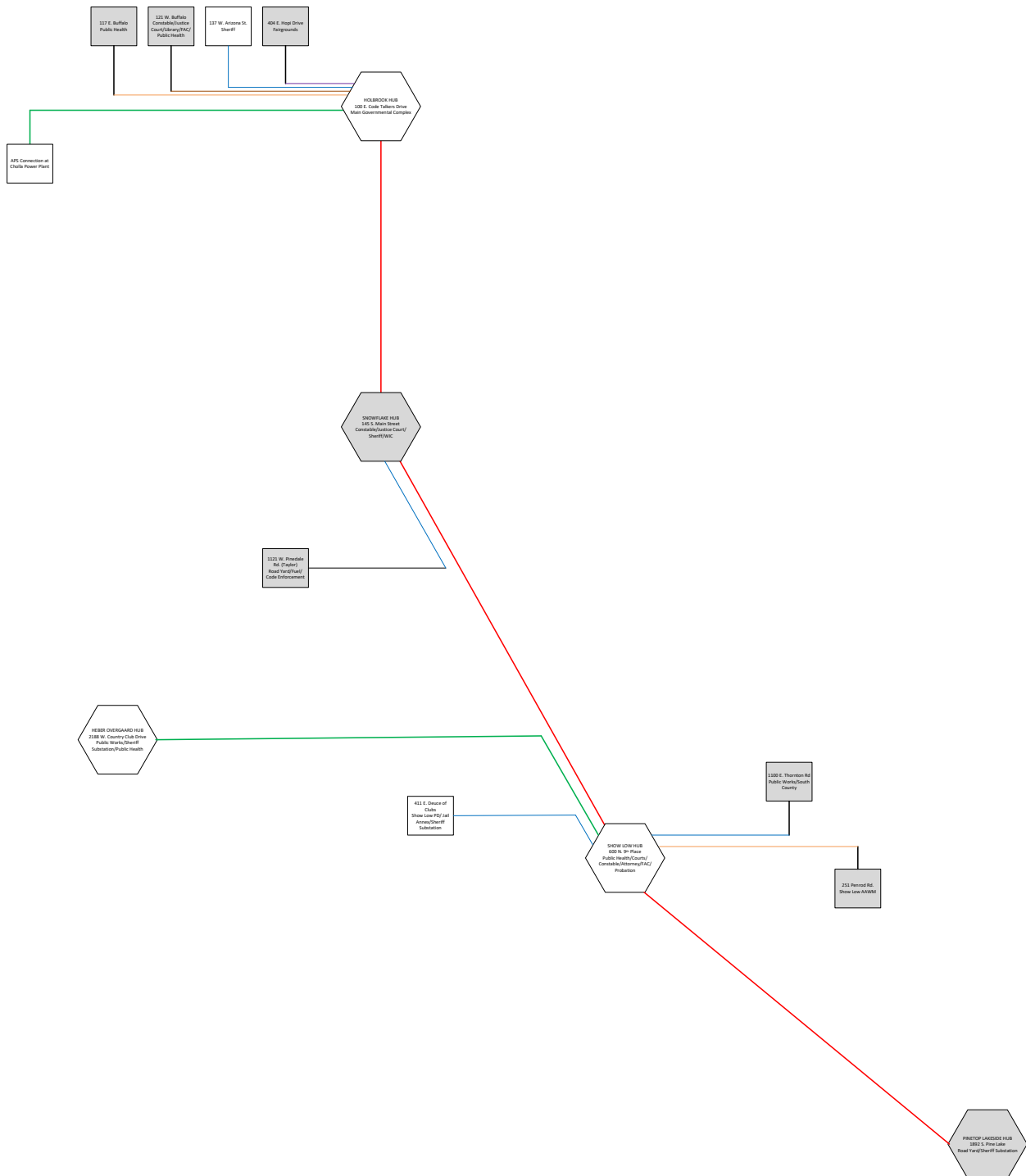
**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Attachment 1  
Drop Fiber Connection (13) Locations**

HUB Sites	EDGE Sites
100 E Code Talkers Dr. Holbrook Hub	117 E Buffalo Holbrook (Public Health)
145 S Main St. Snowflake Hub	121 W Buffalo Holbrook (Justice Court)
600 N 9 <sup>th</sup> Place Show Low Hub	137 W Arizona St. Holbrook (Sheriff)
2188 W Country Club Dr. Heber-Overgaard Hub	404 E Hopi Holbrook (Fairgrounds)
1892 S Pine Lake Pinetop Hub	1121 Pinedale Snowflake (Road Yard)
	411 E Duece of Clubs Show Low (Police Department)
	1100 E Thorton Rd. Show Low (Public Works)
	251 Penrod Rd. Show Low (AAWM)

# Attachment 1, Figure 1 Drop Fiber Connection Location Diagram



**Attachment 2  
Drop Construction (13) Locations**

Site Address	Description	Work Description
100 E Code Talkers Dr., Holbrook	Holbrook Hub (Main Governmental Complex)	Install 1.25" duct with 24-fiber strand. New building entry and terminate to new patch panel (LC connector provided by Contractor) in existing rack.
145 S Main St., Snowflake	Snowflake Hub (Constable, Justice Court)	Install 1.25" duct with 24-fiber strand. New building entry and terminate to new patch panel (LC connector provided by Contractor) in existing rack.
600 N 9th Place, Show Low	Show Low Hub (Public Health, Courts)	Install 1.25" duct with 24-fiber strand. New building entry and terminate to new patch panel (LC connector provided by Contractor) in existing rack.
2188 W Country Club Dr., Heber-Overgaard	Heber Hub (Public Works, Sheriff)	Install 1.25" duct with 24-fiber strand. New building entry and terminate to new patch panel (LC connector provided by Contractor) in existing rack.
1892 S Pine Lake, Pinetop	Pinetop Hub (Road yard)	Install 1.25" duct with 24-fiber strand. New building entry and terminate to new patch panel (LC connector provided by Contractor) in existing rack.
117 E Buffalo, Holbrook	Holbrook Public Health	Install 1.25" duct with 24-fiber strand. New building entry and terminate to new patch panel (LC connector provided by Contractor) in existing rack.
121 W Buffalo, Holbrook	Holbrook Constable, Justice Court	Install 1.25" duct with 24-fiber strand. New building entry and terminate to new patch panel (LC connector provided by Contractor) in existing rack.
137 W Arizona St., Holbrook	Holbrook Sheriff	Install 1.25" duct with 24-fiber strand. New building entry and terminate to new patch panel (LC connector provided by Contractor) in existing rack.
404 E Hopi, Holbrook	Holbrook Fairgrounds	Install 1.25" duct with 24-fiber strand. New building entry and terminate to new patch panel (LC connector provided by Contractor) in existing rack.
1121 Pinedale, Taylor	Taylor Road Yard	Install 1.25" duct with 24-fiber strand. New building entry and terminate to new patch panel (LC connector provided by Contractor) in existing rack.
411 E Duece of Clubs, Show Low	Show Low PD, Jail Annex	Install 1.25" duct with 24-fiber strand. New building entry and terminate to new patch panel (LC connector provided by Contractor) in existing rack.
1100 E Thorton Rd., Show Low	Show Low Public Works	Install 1.25" duct with 24-fiber strand. New building entry and terminate to new patch panel (LC connector provided by Contractor) in existing rack.
251 Penrod Rd., Show Low	Show Low AAWM	Install 1.25" duct with 24-fiber strand. New building entry and terminate to new patch panel (LC connector provided by Contractor) in existing rack.



**Board of Supervisors Regular**

**1. r.**

**Meeting Date:** 12/10/2024

**Title:** Special Use Permit from USDA Forest Service for Broadband Project

**Submitted For:** Grant Evans, Capital Projects Manager

**Submitted By:** Grant Evans, Capital Projects Manager

**Department:** Public Works

**Motion before the Board:**

Approval and Acceptance of a Special Use Permit from the United States Department of Agriculture Forest Service for the County to use or occupy National Forest System lands in the Apache-Sitgreaves National Forests for the construction, operation and maintenance of the Broadband Infrastructure Development Project

**Background:**

The County's Broadband Infrastructure Development Project includes the construction of over 100 miles of middle mile fiber optic infrastructure. The project alignment follows existing major transportation corridors in Navajo County, including Arizona State Highway 77, State Highway 260 and Lone Pine Dam Road. Approximately 22.8 miles of the project that is to be constructed along these three transportation corridors will pass through United States Forest Service lands. In order to traverse these Forest Service lands, the County must secure this Special Use Permit from the Forest Service. The term of the Special Use Permit is 30 years. There is a modest annual land use fee associated with this permit as well as a one-time construction monitoring fee.

**Fiscal Impact**

**Fiscal Year:** FY 25

**Budgeted Y/N:** Y

**Amount Requested:** \$1,106.76

**Fiscal Impact:**

**Attachments**

Offer Letter

Special Use Permit

Invoices

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Jason Moore	Jason Moore	11/27/2024 11:14 AM
Brandt Clark	Brandt Clark	11/27/2024 12:15 PM
Public Works Director	Madhav Mundle	11/27/2024 12:19 PM
Form Started By: Grant Evans		Started On: 11/27/2024 07:06 AM
Final Approval Date: 11/27/2024		



**File Code:** 2720

**Date:** November 19, 2024

Jason E. Whiting, Chairman  
Navajo County Board of Supervisors  
PO Box 668  
Holbrook, AZ 86025

Dear Jason E. Whiting:

On February 12, 2024, a decision was signed to accept Navajo County Board of Supervisor's (NCBS) request for a Forest Service special uses authorization (Permit) on the Apache-Sitgreaves National Forests (A-S), Lakeside and Black Mesa Ranger Districts. The permit request is for a new authorization to build, maintain, and operate a middle mile fiber optic infrastructure within existing Arizona Department of Transportation and Navajo County rights-of-ways; state route 260, 77, 60, and Lone Pine Dam Road. This permit covers 27.64 acres, 22.8 miles (120,384 feet) in length, and 10 feet in width, with 5 feet each side of conduit centerline. At this time, I would like to offer NCBS their permit.

I have enclosed NCBS's offered permit and operating plan, along with the initial land use fee and monitoring cost recovery bills. Please review the permit, operating plan, and bills. If NCBS accepts the permit and operating plan, **please (wet) sign/date, the permit and operating plan**, and return to Michelle Steele, Realty Specialist, via mail at the address in the letterhead or via email (Scanned Documents).

Once the permit and operating plan is signed and the bills paid, I will then execute the signed permit and operating plan and send you executed originals. NCBS will then be authorized to construct their new fiber optic lines.

If you have any questions about the enclosed permit, please contact A-S Realty Specialist, Michelle Steele (928) 333-6391 or via email at [michelle.steele@usda.gov](mailto:michelle.steele@usda.gov). Thank you for your cooperation, and for your interest in the A-S.

Sincerely,

ROBERT LEVER  
Forest Supervisor

Enclosures: Permit, Operating Plan, Bill for Collection

cc: Charles Denton, Lakeside District Ranger, Mathew Bullmore, Black Mesa District Ranger





**Authorization ID:** LAK24001  
**Contact Name:** NAVAJO COUNTY BOARD OF SUPERVISORS  
**Expiration Date:** 12/31/2054  
**Use Code:** 823

FS-2700-4 (09/2020)  
OMB 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE  
SPECIAL USE PERMIT  
Authority:  
FEDERAL LAND POLICY AND MGMT ACT, AS AMENDED October 21, 1976**

**NAVAJO COUNTY BOARD OF SUPERVISORS** of P.O. BOX 668 100 E. CARTER DRIVE HOLBROOK AZ 86025 (hereinafter "the holder") is authorized to use or occupy National Forest System lands in the Apache-Sitgreaves National Forests within the Black Mesa Ranger District and Lakeside Ranger District units of the National Forest System, subject to the terms of this special use permit (the permit).

This permit covers 27.64 acres or 22.8 miles ("the permit area") more particularly located within the following legal description, as shown on the map attached as Appendix A. This and any other appendices to this permit are hereby incorporated into this permit.

GILA AND SALT RIVER MERIDIAN, Navajo County, Arizona

**Black Mesa Ranger District**

T. 11 N., R. 17 E., secs., 1 and 2;  
T. 11 N., R. 18 E., secs., 5, 6, 8, 9, 10, 11, and 12;  
T. 11 N., R. 19 E., secs., 7, 8, 9, 10, 15, and 24;  
T. 12 N., R. 17 E., secs., 32, 34, and 35.

**Lakeside Ranger District**

T. 9 N., R. 22 E., sec., 23;  
T. 10 N., R. 21 E., secs., 9,10,11, and 14;  
T. 10 N., R. 20 E., sec., 2;  
T. 11 N., R. 20 E., secs., 29, 30, 32, 33, 34, and 35;  
T. 11 N., R. 21 E., secs., 1, 13, 14, 15, 21, 22, 27, 28, and 34;  
T. 11 N., R. 22 E., sec., 18.

This permit is issued for the purpose of:

Construction, Operation, and Maintenance of a 120,384 feet-length by 10-feet-wide fiber optic corridor. The fiber optic corridor will be located within Arizona State Highway 77 & 260 and National Forest System road No. 134 (Lone Pine Dam Road) rights-of-ways. The holder will operate and maintain 22.8 miles of two 1-1/4" buried conduits, 1.) 288-count fiber and 2.) spare duct for commercialization. See Appendix A for vicinity and township map; and Appendix B for Operating Plan, attached to and made part of this permit. As-Built Plans are required to be issued and attached to this permit once construction is complete and subleasing of excess capacity to others is not authorized unless additional prior written approval is obtained from the Forest Service.

**I. GENERAL TERMS**

**A. AUTHORITY.** This permit is issued pursuant to the **FEDERAL LAND POLICY AND MGMT ACT, AS AMENDED October 21, 1976**, and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

**B. AUTHORIZED OFFICER.** The authorized officer is the Forest or Grassland Supervisor, a District Ranger, or the Station, Institute, or Area Director with delegated authority pursuant to Forest Service Manual 2700.

**C. TERM.** This permit shall expire at midnight on **12/31/2054**. Expiration of this permit shall not require notice, a decision document, or any environmental analysis or other documentation from the date of issuance.

**D. CONTINUATION OF USE AND OCCUPANCY.** This permit is not renewable. Prior to expiration of this permit, the holder may apply for a new permit for the use and occupancy authorized by this permit. Applications for a new permit must be submitted at least 6 months prior to expiration of this permit. Issuance of a new permit is at the sole discretion of the authorized officer. At a minimum, before issuing a new permit, the authorized officer shall ensure that (1) the use and occupancy to be authorized by the new permit is consistent with the standards and guidelines in the applicable land management plan; (2) the type of use and occupancy to be authorized by the new permit is the same as the type of use and occupancy authorized by this permit; and (3) the holder is in compliance with all the terms of this permit. The authorized officer may prescribe new terms when a new permit is issued.

**E. AMENDMENT.** This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, directive, the applicable forest land and resource management plan, or projects and activities implementing the land management plan pursuant to 36 CFR Part 218.

**F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS.** In exercising the rights and privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

**G. NON-EXCLUSIVE USE.** The use or occupancy authorized by this permit is not exclusive. The Forest Service reserves the right of access to the permit area, including a continuing right of physical entry to the permit area and the authorized facilities and improvements for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation. The Forest Service reserves the right to allow others to use the permit area in any way that is not inconsistent with the holder's rights and privileges under this permit, after consultation with all parties involved. Except for any restrictions that the holder and the authorized officer agree are necessary to protect the installation and operation of authorized temporary improvements, the lands and waters covered by this permit shall remain open to the public for all lawful purposes.

**H. ASSIGNABILITY.** This permit is not assignable or transferable.

**I. CHANGE IN CONTROL OF THE BUSINESS ENTITY.**

1. Notification of Change in Control. The holder shall notify the authorized officer when a change in control of the business entity that holds this permit is planned.

(a). In the case of a corporation, control is an interest, beneficial or otherwise, of sufficient outstanding voting securities or capital of the business so as to permit the exercise of managerial authority over the actions and operations of the corporation or election of a majority of the board of directors of the corporation.

(b). In the case of a partnership, limited partnership, joint venture, or individual entrepreneurship, control is a beneficial ownership of or interest in the entity or its capital so as to permit the exercise of managerial authority over the actions and operations of the entity.

(c). In other circumstances, control is any arrangement under which a third party has the ability to exercise management authority over the actions or operations of the business.

2. Effect of Change in Control. Any change in control of the business entity as defined in paragraph 1 of this clause shall result in termination of this permit. The party acquiring control must submit an application for a special use permit. The Forest Service is not obligated to issue a new permit to the party who acquires control. The authorized officer shall determine whether the applicant meets the requirements established by applicable federal regulations.

**J. CONVEYANCE OF LANDS COVERED BY THIS PERMIT.** The authorized officer shall give the holder at least 90 days prior written notice of any pending conveyance of the lands covered by this permit. With the holder's consent, the Forest Service may convey the lands covered by this permit without reserving the right-of-way granted by this permit. If the holder does not consent to conveyance without reservation of the right-of-way, the Forest Service may convey the lands covered by this permit only if the lands are subject to the right-of-way granted by this permit.

## **II. IMPROVEMENTS**

**A. LIMITATIONS ON USE.** Nothing in this permit gives or implies permission to build or maintain any structure or facility or to conduct any activity, unless specifically authorized by this permit. Any use not specifically authorized by this permit must be proposed in accordance with 36 CFR 251.54 or 251.61. Approval of such a proposed use through issuance of a new permit or permit amendment is at the sole discretion of the authorized officer.

**B. DRAWINGS.** All drawings for development, layout, construction, reconstruction, or alteration of improvements in the permit area, as well as revisions to those drawings, must be prepared by a professional engineer, architect, landscape architect, or other qualified professional acceptable to the authorized officer. These drawings and drawing revisions must have written approval from the authorized officer before they are implemented. The authorized officer may require the holder to furnish as-built drawings, maps, or surveys upon completion of the work.

**C. CONSTRUCTION.** Any construction authorized by this permit shall commence by **December 1, 2024** and shall be completed by **December 31, 2025**.

## **III. OPERATIONS**

**A. PERIOD OF USE.** Use or occupancy of the permit area shall be exercised at least 365 days each year.

**B. CONDITION OF OPERATIONS.** The holder shall maintain the authorized improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this permit. Standards are subject to periodic change by the authorized officer when deemed necessary to meet statutory, regulatory, or policy requirements or to protect national forest resources.

**C. USE OF NATIONAL FOREST SYSTEM ROADS AND NATIONAL FOREST SYSTEM TRAILS.** The holder's use of National Forest System roads and National Forest System trails shall comply with applicable requirements in 36 CFR Part 212, Subpart A; 36 CFR Part 261, Subpart A; and orders issued under 36 CFR Part 261, Subpart B. Motor vehicle use shall be consistent with designations made under 36 CFR Part 212, Subpart B, unless specifically provided otherwise in the operating plan. Over-snow vehicle use shall be consistent with designations made under 36 CFR Part 212, Subpart C, unless specifically provided otherwise in the operating plan.

**D. MONITORING BY THE FOREST SERVICE.** The Forest Service shall monitor the holder's operations and reserves the right to inspect the permit area and authorized facilities and improvements at any time for compliance with the terms of this permit. The holder shall comply with inspection requirements deemed appropriate by the authorized officer. The holder's obligations under this permit are not contingent upon any duty of the Forest Service to inspect the permit area or authorized facilities or improvements. A failure by the Forest Service or other governmental officials to inspect is not a justification for noncompliance with any of the terms of this permit.

**E. CUTTING, DISPOSAL, AND PLANTING OF VEGETATION.** This permit does not authorize the cutting of trees, brush, shrubs, and other plants ("vegetation"). Vegetation may be cut, destroyed, or trimmed only after the authorized officer or the authorized officer's designated representative has approved in writing and marked or otherwise identified what may be cut, destroyed, or trimmed. The holder shall notify the authorized officer when

approved cutting, destruction, or trimming of vegetation has been completed. The Forest Service shall determine in advance of felling the method of disposal of trees felled in the permit area that meet utilization standards. Disposal may be by sale or without charge per 36 CFR Part 223, as may be most advantageous to the United States. Debris from felling that does not meet utilization standards shall also be disposed of according to methods determined by the Forest Service. Planting of vegetation in the permit area must have prior written approval from the authorized officer.

#### **IV. RIGHTS AND LIABILITIES**

**A. LEGAL EFFECT OF THE PERMIT.** This permit, which is revocable and terminable, is not a contract or a lease, but rather a federal license. The benefits and requirements conferred by this authorization are reviewable solely under the procedures set forth in 36 CFR 214 and 5 U.S.C. 704. This permit does not constitute a contract for purposes of the Contract Disputes Act, 41 U.S.C. 601. The permit is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.

**B. VALID EXISTING RIGHTS.** This permit is subject to all valid existing rights. Valid existing rights include those derived under mining and mineral leasing laws of the United States. The United States is not liable to the holder for the exercise of any such right.

**C. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS.** The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit.

**D. NO WARRANTY OF ACCESS, SITE SUITABILITY, OR SERVICES.** This permit authorizes the use and occupancy of National Forest System lands by the holder for the purposes identified in this permit. The Forest Service does not make any express or implied warranty of access to the permit area, of the suitability of the permit area for the authorized uses, or for the furnishing of road or trail maintenance, water, fire protection services, search and rescue services, or any other services by a government agency, utility, association, or individual.

**E. RISK OF LOSS.** The holder assumes all risk of loss to the authorized improvements and all risk of loss of use and occupancy of the permit area, in whole or in part, due to public health and safety or environmental hazards. Loss to the authorized improvements and of use and occupancy of the permit area may result from but is not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), environmental contamination, avalanches, rising waters, winds, falling limbs or trees, and other forces of nature. If any authorized improvements are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, this permit shall terminate. If the authorized officer determines that the permit area cannot be safely occupied due to a public health or safety or environmental hazard, this permit shall terminate. Termination under this clause shall not give rise to any claim for damages, including lost profits and the value of the improvements, by the holder against the Forest Service.

**F. DAMAGE TO UNITED STATES PROPERTY.** The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States that are associated with the use and occupancy authorized by this permit. Damage includes but is not limited to destruction of or damage to National Forest System lands, fire suppression costs, and destruction of or damage to federally owned improvements.

1. The holder shall be liable for all injury, loss, or damage, including fire suppression costs, prevention and control of the spread of invasive species, and the costs of rehabilitation or restoration of natural resources, resulting from the holder's use and occupancy of the permit area. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs. Such costs may be deducted from a performance bond required under clause IV.J.

2. The holder shall be liable for damage to all roads and trails of the United States caused by use of the holder or the holder's heirs, assignees, agents, employees, or contractors to the same extent as provided under clause IV.F.1, except that liability shall not include reasonable and ordinary wear and tear.

**G. HEALTH AND SAFETY.** The holder shall take all measures necessary to protect the health and safety of all persons affected by the use and occupancy authorized by this permit. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any physical or mechanical procedure, activity, event, or condition existing or occurring in connection with the authorized use and occupancy during the term of this permit that causes or threatens to cause a hazard to the health or safety of the public or the holder's employees, agents, or contractors. The holder shall as soon as practicable notify the authorized officer of all serious accidents that occur in connection with these procedures, activities, events, or conditions. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations of the holder for hazardous conditions or compliance with health and safety standards.

#### **H. ENVIRONMENTAL PROTECTION**

1. Compliance with Environmental Laws. The holder shall in connection with the use and occupancy authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., the Oil Pollution Act, as amended, 33

U.S.C. 2701 et seq., the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 et seq., and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq.

2. Definition of Hazardous Material. For purposes of clause IV.H and section V, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of CERCLA, 42 U.S.C. 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.

3. Oil Discharges and Release of Hazardous Materials. The holder shall immediately notify all appropriate response authorities, including the National Response Center and the authorized officer or the authorized officer's designated representative, of any oil discharge or of the release of a hazardous material in the permit area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153 and 40 CFR Part 302. For the purposes of this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The holder shall immediately notify the authorized officer or the authorized officer's designated representative of any release or threatened release of any hazardous material in or near the permit area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.

4. Remediation of Release of Hazardous Materials. The holder shall remediate any release, threat of release, or discharge of hazardous materials that occurs in connection with the holder's activities in the permit area, including activities conducted by the holder's agents, employees, or contractors and regardless of whether those activities are authorized under this permit. The holder shall perform remediation in accordance with applicable law immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this permit, the holder shall deliver the site to the Forest Service in compliance with all applicable laws and regulations and free and clear of contamination.

**I. INDEMNIFICATION OF THE UNITED STATES.** The holder shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use or occupancy authorized by this permit. This indemnification provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assignees, agents, employees, or contractors in connection with the use and occupancy authorized by this permit which result in (1) violations of any laws and regulations which are now or which may in the future become applicable; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous materials, pollutant, contaminant, oil in any form, or petroleum product into the

environment. The authorized officer may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in combination with or as an alternative to monetary indemnification.

**J. BONDING.** The authorized officer may require the holder to furnish a surety bond or other security for any of the obligations imposed by the terms of this permit or any applicable law, regulation, or order.

**K. INSURANCE.** The holder shall furnish proof of insurance, such as a certificate of insurance, to the authorized officer prior to issuance of this permit and each year thereafter that this permit is in effect. The Forest Service reserves the right to review the insurance policy and require any changes needed to ensure adequate coverage of the United States in connection with the authorized use and occupancy. The holder shall send an authenticated copy of any insurance policy obtained pursuant to this clause to the authorized officer immediately upon issuance of the policy. Any insurance policies obtained by the holder pursuant to this clause shall include the United States as an additional insured in an endorsement to the policy, and the additional insured provision shall provide for insurance coverage for the United States as required under this clause and to the extent of the full limits of insurance available to the holder. The holder shall give 30 days prior written notice to the authorized officer of cancellation of or any modification to the insurance policy. The certificate of insurance, the authenticated copy of the insurance policy, and written notice of cancellation or modification of insurance policies should be sent to **Apache-Sitgreaves National Forests, 30 S. Chiricahua, Springerville, AZ 85938.** Minimum amounts of coverage and other insurance requirements are subject to change at the sole discretion of the authorized officer on the anniversary date of this permit.

1. The holder shall have in force liability insurance covering losses, associated with the use or occupancy authorized by this permit arising from personal injury or death and third-party property damage in the minimum amount of **\$1,000,000** as a combined single limit per occurrence.

2. Depending on the holder's operations, the Forest Service may require the holder to demonstrate the availability of funds to address any release or threatened release of hazardous materials that may occur in connection with the holder's use or occupancy. Any requirements imposed would be established on a case-by-case basis by the authorized officer based on the degree of environmental risk from the holder's operations. The storage and use of normal maintenance supplies in nominal amounts generally would not trigger financial assurance requirements.

**L. HEALTH AND SAFETY.** The holder shall take all measures necessary to protect the health and safety of all persons affected by the use and occupancy authorized by this permit. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any physical or mechanical procedure, activity, event, or condition existing or occurring in connection with the authorized use and occupancy during the term of this permit that causes or threatens to cause a hazard to the health or safety of the public or the holder's employees, agents, or contractors. The holder shall as soon as practicable notify the authorized officer of all serious accidents that occur in connection with these procedures, activities, events, or conditions. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations of the holder for hazardous conditions or compliance with health and safety standards.

#### **M. ENVIRONMENTAL PROTECTION**

1. **Compliance with Environmental Laws.** The holder shall in connection with the use and occupancy authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., the Oil Pollution Act, as amended, 33 U.S.C. 2701 et seq., the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 et seq., and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq.

2. **Definition of Hazardous Material.** For purposes of clause IV.G and section V, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. 9601 (33); (c) any petroleum product or its derivative, including fuel oil, and waste

oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.

3. Oil Discharges and Release of Hazardous Materials. The holder shall immediately notify all appropriate response authorities, including the National Response Center and the authorized officer or the authorized officer's designated representative, of any oil discharge or of the release of a hazardous material in the permit area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153 and 40 CFR Part 302. For the purposes of this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The holder shall immediately notify the authorized officer or the authorized officer's designated representative of any release or threatened release of any hazardous material in or near the permit area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.

4. Remediation of Release of Hazardous Materials. The holder shall remediate any release, threat of release, or discharge of hazardous materials that occurs in connection with the holder's activities in the permit area, including activities conducted by the holder's agents, employees, or contractors and regardless of whether those activities are authorized under this permit. The holder shall perform remediation in accordance with applicable law immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the remediation to the satisfaction of the authorized officer and at no expense to the Forest Service. Upon revocation or termination of this permit, the holder shall deliver the site to the Forest Service in compliance with all applicable laws and regulations and free and clear of contamination.

## **V. RESOURCE PROTECTION**

**A. WATER POLLUTION**. No waste or by-product shall be discharged into water in connection with the use and occupancy authorized by this permit except in full compliance with all applicable federal, state, and local environmental and other laws. Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters or channels leading into water except in full compliance with all applicable federal, state, and local environmental and other laws.

**B. SCENIC VALUES**. The holder shall protect the scenic values of the permit area and the adjacent land to the greatest extent possible during construction, operation, and maintenance of the authorized improvements.

**C. VANDALISM**. The holder shall take reasonable measures to prevent and discourage vandalism and disorderly conduct and when necessary shall contact the appropriate law enforcement officer.

### **D. PESTICIDE USE**

1. Authorized Officer Concurrence. Pesticides may not be used outside of buildings in the permit area to control pests, including undesirable woody and herbaceous vegetation (including aquatic plants), insects, birds, rodents, or fish without prior written concurrence of the authorized officer. Only those products registered or otherwise authorized by the U.S. Environmental Protection Agency and appropriate State authority for the specific purpose planned shall be authorized for use within areas on National Forest System lands.

2. Pesticide-Use Proposal. Requests for concurrence of any planned uses of pesticides shall be provided in advance using the Pesticide-Use Proposal (form FS-2100-2). Annually the holder shall, on the due date established by the authorized officer, submit requests for any new, or continued, pesticide usage. The Pesticide-Use Proposal shall cover a 12-month period of planned use. The Pesticide-Use Proposal shall be submitted at least 60 days in advance of pesticide application. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time a Pesticide-Use Proposal was submitted.

3. Safety Plan. Before applying pesticides in the permit area, the holder shall submit to the authorized officer a safety plan that includes, at a minimum, a precise statement of the treatment objectives; a description of the equipment, materials, and supplies to be used, including pesticide formulation, quantities, and application

methods; a description of the lines of responsibility for project planning, project monitoring, and after-action review; a description of any necessary interagency coordination; a copy of the current Pesticide-Use Proposal for the permit; a description of the process by which treatment effectiveness will be determined; and a spill plan, communications plan, security plan, and when required by applicable local requirements, a provision for prior notification to sensitive individuals.

4. Reporting. By September 30th annually, the holder shall submit to the authorized officer a written report of each pesticide application project completed during the previous 12-month period. The report shall contain information pertaining to the pesticide application projects as requested by the authorized officer.

5. Labeling, Laws, and Regulations. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers. No pesticide waste, excess materials, or containers shall be disposed of in any area administered by the Forest Service.

**E. ARCHAEOLOGICAL AND PALEONTOLOGICAL DISCOVERIES**. The holder shall immediately notify the authorized officer of all antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered in connection with the use and occupancy authorized by this permit. The holder shall leave these discoveries intact and in place until otherwise directed by the authorized officer.

**F. NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION ACT (NAGPRA)**. In accordance with 25 U.S.C.3002(d) and 43 CFR 10.4, if the holder inadvertently discovers human remains, funerary objects, sacred objects, or objects of cultural patrimony on National Forest System lands, the holder shall immediately cease work in the area of the discovery and shall leave the discoveries intact and in place. The holder shall follow the applicable NAGPRA protocols for the undertaking provided in the NAGPRA plan of action or the NAGPRA comprehensive agreement; if there are no such agreed-upon protocols, the holder shall as soon as practicable notify the authorized officer of the discovery and shall follow up with written confirmation of the discovery. The activity that resulted in the inadvertent discovery may not resume until 30 days after the authorized officer certifies receipt of the written confirmation, if resumption of the activity is otherwise lawful, or at any time if a NAGPRA plan of action has been executed by the Forest Service following tribal consultation and any preconditions have been met.

**G. PROTECTION OF THREATENED AND ENDANGERED SPECIES, SENSITIVE SPECIES, AND SPECIES OF CONSERVATION CONCERN AND THEIR HABITAT.**

1. Threatened and Endangered Species and Their Habitat. The location of sites within the permit area needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA) of 1973, 16 U.S.C. 1531 et seq., as amended, or within designated critical habitat shall be shown on a map in an appendix to this permit and may be shown on the ground. The holder shall take any protective and mitigation measures specified by the authorized officer as necessary and appropriate to avoid or reduce effects on listed species or designated critical habitat affected by the authorized use and occupancy. Discovery by the holder or the Forest Service of other sites within the permit area containing threatened or endangered species or designated critical habitat not shown on the map in the appendix shall be promptly reported to the other party and shall be added to the map.

2. Sensitive Species and Species of Conservation Concern and Their Habitat. The location of sites within the permit area needing special measures for protection of plants or animals designated by the Regional Forester as sensitive species or as species of conservation concern pursuant to FSM 2670 shall be shown on a map in an appendix to this permit and may be shown on the ground. The holder shall take any protective and mitigation measures specified by the authorized officer as necessary and appropriate to avoid or reduce effects on sensitive species or species of conservation concern or their habitat affected by the authorized use and occupancy. Discovery by the holder or the Forest Service of other sites within the permit area containing sensitive species or species of conservation concern or their habitat not shown on the map in the appendix shall be promptly reported to the other party and shall be added to the map.

**H. CONSENT TO STORE HAZARDOUS MATERIALS**. The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include, or in the case of approval provided after this permit is issued, shall be amended to include specific terms addressing the storage of hazardous



materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill or release prevention and control plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

## **VI. LAND USE FEE AND DEBT COLLECTION**

**A. LAND USE FEES.** Per 42 U.S.C. 15925, the holder shall pay in advance an annual land use fee as determined in accordance with the Per Acre Rent Schedule established by 43 CFR 2806.20. The initial annual land use fee shall be prorated if less than 6 months in the calendar year remain on the date this permit is issued. Otherwise, the holder shall pay the entire initial annual land use fee. The holder is exempt from a land use fee pursuant to 36 CFR 251.57 and Forest Service Handbook 2709.11, Chapter 30.

**B. MODIFICATION OF THE LAND USE FEE.** The land use fee may be revised whenever necessary to reflect the market value of the authorized use or occupancy or when the fee system used to calculate the land use fee is modified or replaced.

### **C. LAND USE FEE PAYMENTS.**

1. Crediting of Payments. Payments shall be credited on the date received by the deposit facility, except that if a payment is received on a non-workday, the payment shall not be credited until the next workday.

2. Disputed Land Use Fees. Land use fees are due and payable by the due date. Disputed land use fees, other than land use fees recalculated pursuant to an audit, must be paid in full. Adjustments will be made if dictated by an administrative appeal decision, a court decision, or settlement terms.

#### 3. Late Payments

(a) Interest. Pursuant to 31 U.S.C. 3717 et seq., interest shall be charged on any land use fee amount not paid within 30 days from the date it became due. The rate of interest assessed shall be the higher of the Prompt Payment Act rate or the rate of the current value of funds to the United States Treasury (i.e., the Treasury tax and loan account rate), as prescribed and published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Interest on the principal shall accrue from the date the land use fee is due.

(b) Administrative Costs. If the account becomes delinquent, administrative costs to cover processing and handling the delinquency shall be assessed.

(c) Penalties. A penalty of 6% per annum shall be assessed on the total amount that is more than 90 days delinquent and shall accrue from the same date on which interest charges begin to accrue.

(d) Termination for Nonpayment. This permit shall terminate if the holder fails to pay any land use fee, interest, or any other charges within 90 calendar days of the due date. The holder shall remain responsible for the delinquent charges.

4. Administrative Offset and Credit Reporting. Delinquent land use fees and other charges associated with this permit shall be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. and common law. Delinquencies are subject to any or all of the following:

(a) Administrative offset of payments due the holder from the Forest Service.

(b) If in excess of 90 days, referral to the United States Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711(g)(1).

(c) Offset by the Secretary of the Treasury of any amount due the holder, as provided by 31 U.S.C. 3720 et seq.

(d) Disclosure to consumer or commercial credit reporting agencies.

## **VII. REVOCATION, SUSPENSION, AND TERMINATION**

### **A. REVOCATION AND SUSPENSION.**

1. The authorized officer may revoke or suspend this permit in whole or in part:
  - (a) For noncompliance with federal, state, or local law;
  - (b) For noncompliance with the terms of this permit;
  - (c) For abandonment or other failure of the holder to exercise the privileges granted; or
  - (d) At the discretion of the authorized officer, for specific and compelling reasons in the public interest.
2. The authorized officer may revoke this permit at the request of the holder. Revocation at the request of the holder must be agreed to in writing by the authorized officer. As a condition of revocation of this permit at the request of the holder, the authorized officer has discretion to impose any terms deemed appropriate as provided for in this permit.
3. Prior to revocation or suspension, other than revocation at the request of the holder under clause VII.A.2 and immediate suspension under clause VII.B, the authorized officer shall give the holder written notice of the grounds for revocation or suspension and a reasonable period, typically not to exceed 90 days, to cure any noncompliance.

**B. IMMEDIATE SUSPENSION.** The authorized officer may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing. The holder may request an on-site review with the authorized officer's supervisor of the adverse conditions prompting the suspension. The authorized officer's supervisor shall grant this request within 48 hours. Following the on-site review, the authorized officer's superior shall promptly affirm, modify, or cancel the suspension.

**C. APPEALS AND REMEDIES.** Written decisions by the authorized officer relating to administration of this permit are subject to administrative appeal pursuant to 36 CFR Part 214, as amended. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

**D. TERMINATION.** This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Examples include but are not limited to expiration of the permit by its terms on a specified date and, in the case of a permit issued to a business entity, termination upon change of control of the business entity. Termination of this permit shall not require notice, a decision document, or any environmental analysis or other documentation. Termination of this permit is not subject to administrative appeal and shall not give rise to any claim for damages by the holder against the Forest Service.

**E. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT ISSUANCE OF A NEW PERMIT.** Upon revocation or termination of this permit without issuance of a new permit, the holder shall remove all structures and improvements, except those owned by the United States, within a reasonable period prescribed by the authorized officer and shall restore the site to the satisfaction of the authorized officer. If the holder fails to remove all structures and improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all costs associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

**F. CONTINUATION OF OBLIGATIONS AND LIABILITIES BEYOND TERMINATION OR REVOCATION.** Notwithstanding the termination or revocation of this permit, its terms shall remain in effect and shall be binding on the holder and the holder's personal representative, successors, and assignees until all the holder's obligations and liabilities accruing before or as a result of termination or revocation of this permit have been satisfied.

## **VIII. MISCELLANEOUS PROVISIONS**

- A. MEMBERS OF CONGRESS.** No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.
- B. CURRENT ADDRESSES.** The holder and the Forest Service shall keep each other informed of current mailing addresses, including those necessary for billing and payment of land use fees.
- C. SUPERSEDED AUTHORIZATION.** This permit supersedes a special use authorization designated N/A.
- D. SUPERIOR CLAUSES.** If there is a conflict between any of the preceding printed clauses and any of the following clauses, the preceding printed clauses shall control.
- E. ACCESS TO RECORDS.** For purposes of administering this permit (including ascertaining that the correct land use fee was paid), the holder shall make all accounting books and supporting records for the authorized operations, as well as those of lessees operating in the permit area, available for review by the Forest Service or other federal agencies authorized to review Forest Service activities. Review of accounting books and supporting records shall be made at dates convenient to the holder and reviewers. Financial information shall be kept confidential to the extent permitted by law. The holder shall retain these records and keep them available for review for 5 years after they were generated, unless otherwise approved by the authorized officer in writing.
- F. LEASING OF THE HOLDER'S COMMUNICATIONS USE CONDUIT.** Leasing of the holder's communications use conduit for the installation of fiber optic cable to any third party or parties must have prior written approval from the authorized officer, and the third party or parties each must obtain a separate special use permit from the Forest Service for the installation of fiber optic cable. The Forest Service reserves the right to disapprove the holder's requests to lease communications use conduit. Upon approval for leasing of the holder's communications use conduit, the holder shall pay in advance a single, annual land use fee for leasing communications use conduit, regardless of the holder's eligibility for a land use fee waiver or exemption and regardless of the number of third parties, in accordance with the linear right-of-way fee schedule in Forest Service Handbook 2709.11, Chapter 30. Determine the single, additional annual land use fee for leasing communications use conduit using the length of the authorized linear right-of-way and a width of 10 feet. The authorized officer may request any information from the holder deemed necessary for proper administration of the leased communications use conduit.
- G. LEASING OF THE HOLDER'S/LESSEE'S FIBER OPTIC CABLE.** Leasing of the holder's communications use conduit for the installation of fiber optic cable to any third party or parties must have prior written approval from the authorized officer, and the third party or parties each must obtain a separate special use permit from the Forest Service for the installation of fiber optic cable. The Forest Service reserves the right to disapprove the holder's requests to lease communications use conduit. Upon approval for leasing of the holder's communications use conduit, the holder shall pay in advance a single, annual land use fee for leasing communications use conduit, regardless of the holder's eligibility for a land use fee waiver or exemption and regardless of the number of third parties, in accordance with the linear right-of-way fee schedule in Forest Service Handbook 2709.11, Chapter 30. Determine the single, additional annual land use fee for leasing communications use conduit using the length of the authorized linear right-of-way and a width of 10 feet. The authorized officer may request any information from the holder deemed necessary for proper administration of the leased communications use conduit.
- H. NOXIOUS WEED AND EXOTIC PLANT PREVENTION AND CONTROL.** The holder shall be responsible for the prevention and control of noxious weeds and exotic plants arising from the authorized use. For purposes of this clause, noxious weeds and exotic plants include those species recognized as such by Federal, State, or local agency. The holder shall follow prevention and control measures required by Federal, State, or local agency. When determined to be necessary by the Authorized Officer, the holder shall develop a plan for noxious weed and exotic plant prevention and control. These plans must have prior written approval from the Authorized Officer and, upon approval, shall be attached to this permit as an appendix.

**I. RELOCATION OF IMPROVEMENTS.** This permit is granted with the express understanding that if future location of federally owned improvements or road rights-of-way requires relocation of the holder's improvements, the relocation will be conducted by and at the expense of the holder within a reasonable period specified by the authorized officer.

**J. MINIMUM WAGE REQUIREMENT.** Executive Order 14026, *Increasing the Minimum Wage for Contractors*, and its implementing regulations, including the federal contractor minimum wage clause at 29 CFR Part 23, Appendix A, are incorporated by reference into this authorization as if fully set forth in this authorization.

**K. PAID SICK LEAVE REQUIREMENT.** Executive Order 13706, *Establishing Paid Sick Leave for Federal Contractors*, and its implementing regulations, including the federal contractor paid sick leave clause at 29 CFR Part 13, Appendix A, are incorporated by reference into this authorization as if fully set forth in the authorization

**THIS PERMIT IS ACCEPTED SUBJECT TO ALL ITS TERMS.**

**BEFORE THIS PERMIT IS ISSUED TO AN ENTITY, DOCUMENTATION MUST BE PROVIDED TO THE AUTHORIZED OFFICER OF THE AUTHORITY OF THE SIGNATORY FOR THE ENTITY TO BIND IT TO THE TERMS OF THIS PERMIT.**

ACCEPTED:

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**JASON E. WHITING**  
Chairman  
Navajo County Board of Supervisors

Date

APPROVED:

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**ROBERT LEVER**  
Forest Supervisor  
Apache – Sitgreaves National Forests  
USDA Forest Service

Date

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond, to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. Response to this collection of information is mandatory. The authority to collect the information is the Organic Administration Act, 16 U.S.C. 551. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.



Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English, request in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail;

U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250- 9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

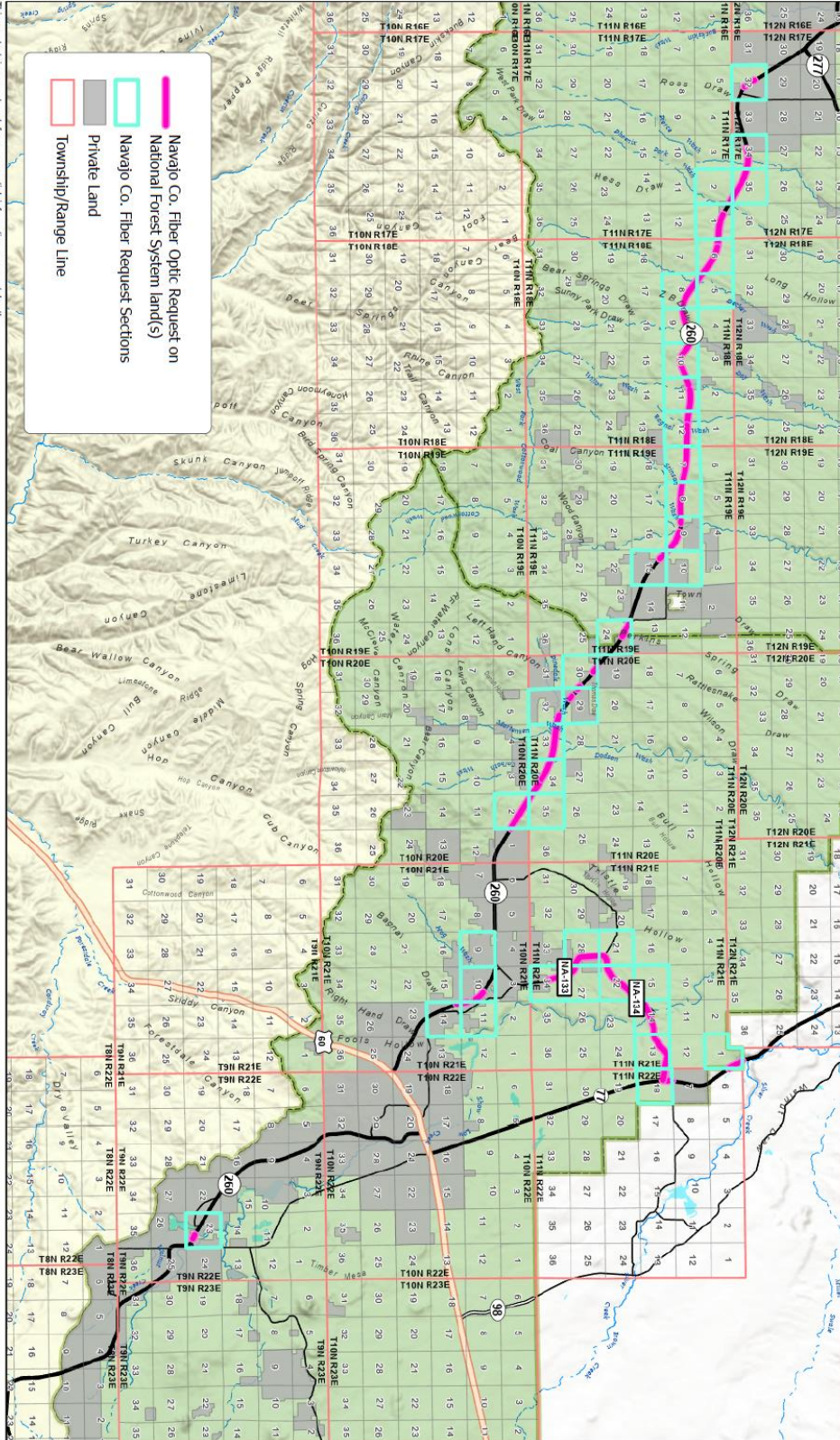
# APPENDIX A NAVAJO COUNTY FIBER OPTIC PROJECT TOWNSHIP AND VICINITY MAPS

**Forest Service**  
U.S. DEPARTMENT OF AGRICULTURE

**Navajo County Fiber Optic**

Southwestern Region | Apache-Sitgreaves National Forests | Black Mesa & Lakeside RD



This product is reproduced from geospatial information prepared by the USDA Forest Service. Geospatial information and GIS product accuracy may vary. Using GIS products for purposes other than those for which they were created may yield inaccurate or misleading results. USDA Forest Service reserves the right to correct, update, modify or replace GIS products without notification.

USDA is an equal opportunity provider, employer and lender.  
11/17/2024

**Legend:**


- Navajo Co. Fiber Optic Request on National Forest System land(s)
- Navajo Co. Fiber Request Sections
- Private Land
- Township/Range Line

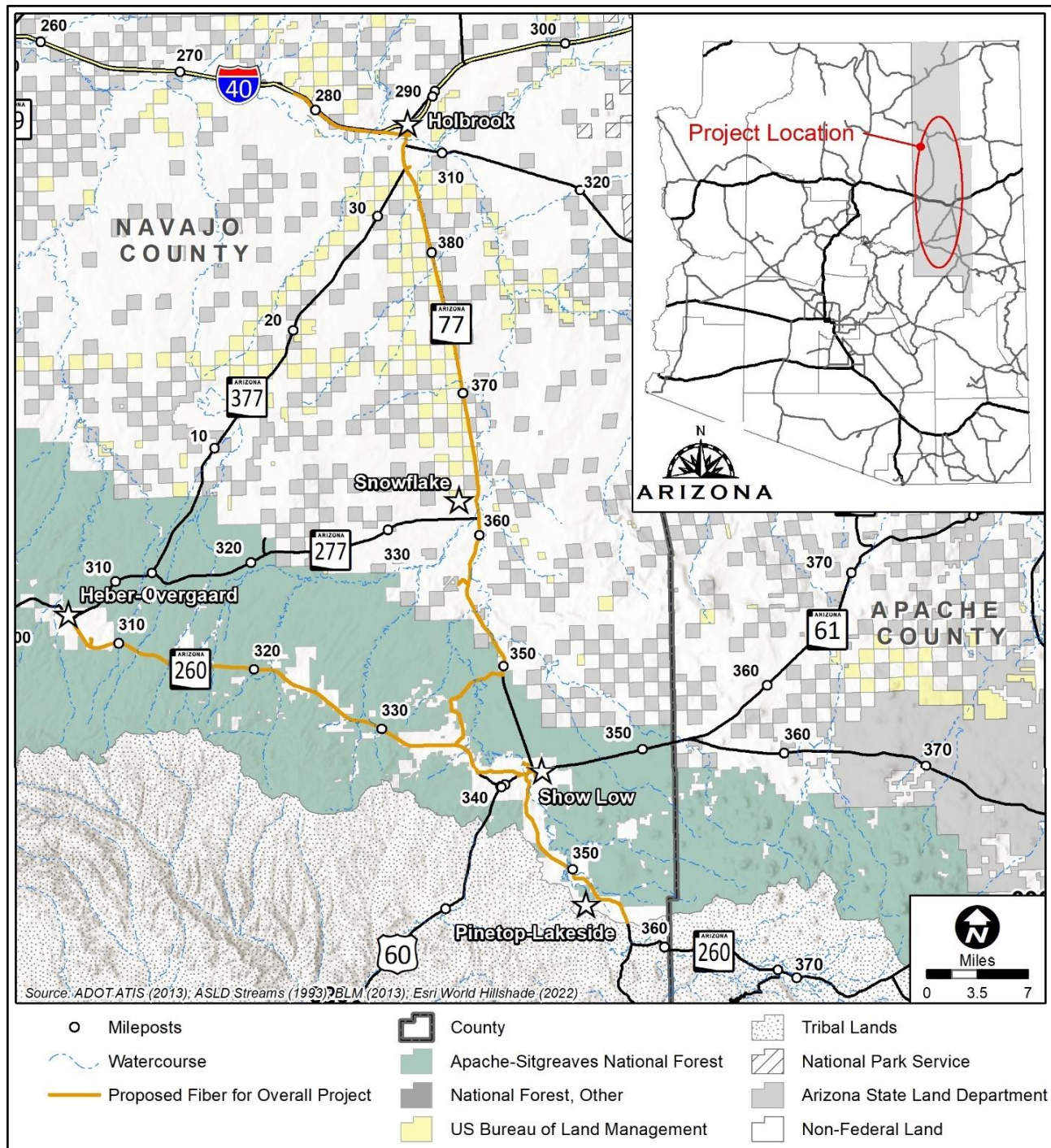
**Scale:**

0 2 1/2 5 10 Miles

- Apache-Sitgreaves NFS
- Ranger District Boundary
- Indian Reservation
- Private Land

**Arizona Navajo County**





## **APPENDIX B NAVAJO COUNTY FIBER OPTIC OPERATING PLAN**

Navajo County plans to construct a new middle mile fiber-optic network along major highway corridors in Navajo County. A portion of this 107-mile project will pass through National Forest System lands. The construction will take place within existing ADOT and County Road rights-of-ways. The length of the project on National Forest System land is approximately 22.8 miles. As requested by Forest Service staff, this letter outlines the details of how the project will be constructed and provides detailed information about construction methods, techniques and equipment.

The project will utilize the static plow and directional bore methods for the majority of the construction. All waterways and all concrete and asphalt surfaces will be bored. As mentioned, the fiber will be placed entirely within existing road rights-of-way. Best management practices will be followed to prevent and minimize erosion and sediment runoff. The workspace will be restored to its existing conditions. There will be no grading, tree cutting or disturbance of root systems.

Typical situations encountered during the project:

**Static plowing of main duct** – The majority of duct placement will be using a cable plow. This method is common in the industry and uses a knife or plow on the back of a machine to slit the ground. The conduit (2-HDPE SDR 11-1.25") is spooled off a reel mounted on the front of the machine, travels through the center of the knife, and exits the back near the bottom of the knife. After the conduit is in place, the cable is then installed within the conduit.

The machine is typically a steel tracked machine; however, rubber tracks are available if required. In harder pack soils, there may be an additional machine towing the plow to lessen the chance of the tracks from spinning. The cable is placed at a minimum depth of thirty-six inches. Erosion control methods used include a vehicle following directly behind the plow to pack both sides of the small heaves created by the knife as it passes through the soil ripping the slit for the conduit placement. This usually takes place within an hour of the placement. When the placement causes additional surface disturbance (tracks spinning, ruts, or hooking a large rock), the disturbance area is back dragged with a backhoe or other vehicles capable of dragging the area involved. The area is then reseeded with a seed mix mirroring the existing vegetation. When in a wetland area, a wetland mix is used. When in a sloped area, different methods may be used such as mulching, or non-channel erosion mat. When near a ditch or waterway, additional methods such as ditch checks or silt fence may be used. Static plow construction method can expect from 2,000' to 3,000' of production per day.

**Directional boring** – Directional Boring Machines are normally rubber tracked. Waterways and paved surfaces are directional bored. Waterway bores are setback ample distance from the waterway to prevent any sediment from the bore pits from migrating into the stream. For example, being setback far enough to avoid bore pits from being in a sloped area near the waterway. The directional boring machine can begin and end without a pit being dug and can extend to lengths of over one thousand feet depending on the machine size. The machine drills under waterways and other obstructions that will not allow cable plowing. Minimum depths of 36" are maintained as the drill head sends a signal to a hand-held unit that tells depth and location. Frack outs (bentonite fluids coming to the surface during the boring operation) within a stream are highly unusual. The machine is capable of considerable depth and typically uses this capability to maintain additional depths to minimize the chance of a frack out. If frack outs were to occur, boring would stop immediately, and any bentonite slurry would be cleaned up immediately. If in a flowing stream, a determination would immediately be made as to whether any bentonite recovery would be practical. If by chance, a large amount was released, the appropriate authority would be contacted immediately to determine what should be done. All bentonite near entry and exit of the bore head is recovered immediately, usually with a shovel and bucket. The HDPE conduit(s) are pulled back through the bore and left in place.



When the plow crew arrives, they stop the plowing operation and leave the conduit ends above ground. The plow crew then restarts the plow operations on the other side of the stream/road leaving the conduit ends above ground. Prior to the installation of cable within the conduits a crew will dig a small pit and connect the conduit ends together on both sides of the stream/ road. These pits are then backfilled back with the native soil. Erosion control methods would be applied, as described above. These pits are typically twelve square feet and are considered a temporary disturbance. Soil is returned to the pit. There can be unforeseen or incidental bore pits throughout the project. Directional boring construction can expect an average of 400' to 600' of production per day, depending on the size of the machine.

**Machine Digging** – The trenching operation will only be used, as required when the project encounters cultural sites requiring machine digging and monitoring. The method of construction used for areas in, and around cultural sites will be machine dug with a mini excavator utilizing a 2' wide (or less) bucket to allow for monitoring. After the monitoring is completed, the soil removed will be returned to the excavation trench and compacted back to the original grade.

**Crossing existing facilities** – All existing utilities are located (3) days prior to construction. Then the construction contractor, along with the on-site inspector, determine whether there will be a need to cross any of these existing utilities. If crossing the existing utilities is required, the utilities are then exposed to determine depth. The desired method would be with a vacuum truck. This truck, as it sounds, uses high pressure water to loosen the soil and then vacuums the water and soil into the truck. The hole is usually 6-8 inches in diameter and has minimal impacts on the surrounding area. The topsoil will be excavated by hand and left near the hole and then will be placed back on top of an inert substrate, such as sand, used to refill the hole. The soil within the truck is then disposed of at an authorized upland area. If the existing utility is shallow and depth cannot be maintained the plow crew will cut the conduit(s) with enough slack to pass under the utility. After the utility is exposed, the plowing operation can resume. This too is considered a temporary disturbance.

**Cable Installation** – After all the duct is in place for a particular segment of construction the cable is then installed. Equipment used in this operation includes a small blowing unit, reel trailer and (2) pickup trucks. The process of installation is blowing the cable through the conduit using high pressure air. The cable can be blown from handhole to handhole, which are generally 2,000' to 3,000' apart. The blowing operation is set up to begin at the middle of the run (depending on the reel length and handhole spacing) and blow the cable to the end of the run in one direction. At that point, the blowing operation continues until the appropriate amount of slack is deposited in each of the handholes. After the first half of the operation is complete the cable remaining on the reel is removed and stored on the ground in a figure 8 configuration. The blowing unit is then turned around and blows the remaining cable to the opposite end handhole, blowing the appropriate amount of slack into the handholes. A blowing crew can expect to get a 20,000' reel in place and all slack installed in one day.

**Project Disturbance**

Entire project temporary disturbance calculations:

Description	Quantity	Footprint (ft 2)	Total Area (acres)
Bore Pits	158	12	0.044

Entire project permanent disturbance calculations:

Description	Quantity	Footprint (ft 2)	Total Area (acres)
Handholes	77	15	0.027

**Total project disturbance calculations (temporary and permanent):**

<b>Description</b>	<b>Total Area (acres)</b>
Total Plow Rip*	<b>1.015</b>
Total Temporary Disturbance	<b>0.044</b>
Total Permanent Disturbance	<b>0.027</b>
<b>Total Disturbance</b>	<b>1.086</b>

\*The Plow width of the disturbance is approximately one foot. With 22.8 approximate miles of projected length on National Forest System land, minus the bored length of 83,200 feet, computes to 44,206 linear feet of disturbance.

**EQUIPMENT USED DURING CONSTRUCTION**

**D8 bulldozer with blade removed and plow and front reel carrier attached-steel track:**  
Operating weight 87,733 pounds; Length 128.3"; Width 9'.

**Vacuum excavator:**  
Operating weight 14,659 pounds-full of water, Length 245", Width 95.8", Water Capacity is 410 gallons

**24/40 Horizontal Drill-rubber track:**  
Weight 21,750 pounds; Width 89" Length 241"

**Yanmar V 10 Mini Excavator-rubber track:**  
Weight 2,700 pounds; Width 3' 2"; Length 9'

**Yanmar V 35 Mini Excavator:**  
Weight 8,146 Pounds; Width 5'7"; Length 15.6"

**Miscellaneous equipment used during construction**

Pickup trucks, general hauling of small equipment and personnel dually pickup trucks, used to pull the vacuum excavator. Air compressors, pulled by pickup trucks. Reel trailers, pulled by pickup trucks. Flatbed trailers, pulled by pickup trucks. Water truck if needed for the drilling operation.

**Apache-Sitgreaves National Forests Requirements/Mitigations:**

**eX2 Responsibilities:**

- Plants protected under the Arizona Native Plant Law will be impacted by this project; therefore, the Arizona Department of Agriculture will be notified a minimum of 60 calendar days prior to the start of land clearing activities to determine native plant salvage needs.
- If any active bird nests found on Apache-Sitgreaves cannot be avoided by vegetation clearing or construction activities, eX2 will contact the appropriate Apache-Sitgreaves biologist to evaluate the situation.
- eX2 will reroute their proposed fiber optic alignment such that all work would be limited to the previously disturbed roadway prism, adjacent to and within 10' of the corresponding roadway edge.

- To facilitate the avoidance of cultural deposits, AZTEC Engineering Group, Inc. will flag a buffered site boundary prior to construction.
- Maps and spatial data depicting these sensitive areas will be provided to construction personnel in advance of ground disturbances.
- To maintain No Adverse Effect status, if previously unreported cultural resources are encountered during ground-disturbing activities, all work must immediately cease within 100' and reported to Apache-Sitgreaves Forest Archaeological Staff for disposition, in consultation with the State Historic Preservation Office.

**Contractor Responsibilities:**

- Fiber lines that are planned to cross Show Low Creek, Dodson/Mortenson Wash, and Cottonwood Wash will avoid impacts to the waterways utilizing directionally boring beneath them.
- If vegetation clearing will occur during the migratory bird breeding season (March 1- August 31), the contractor shall avoid any active bird nests. If the active nests cannot be avoided, the contractor shall notify the County or eX2 (928-524-4110 or 315-559-0130) to evaluate the situation. During the non-breeding season (September 1- February 28) vegetation removal is not subject to this restriction.
- If trenches are anticipated to be left open overnight, escape ramps shall be placed in the open trenches. Escape ramps shall consist of short lateral trenches or wooden planks sloping to the surface. Open trenches shall be inspected, and animals shall be removed prior to backfilling.
- If fueling or servicing equipment is required, it will not occur around stream channels.
- Excavated soil piles will not be left on site after construction.
- To prevent the introduction of invasive species seeds, all earthmoving and hauling equipment shall be washed prior to entering the construction site and the contractor shall inspect all construction equipment and remove all attached debris, including plant parts, soil and mud, prior to the equipment entering the construction site.
- A reseeding mix of Sideoats Grama and Western Wheatgrass will be utilized.
- To prevent invasive species seeds from leaving the site, the contractor shall inspect all construction and hauling equipment and remove all debris, including plant parts, soil and mud, prior to leaving the construction site.
- Ensure all work and staging areas are within the rights-of-ways, since there are known weeds that occur in the rights-of-ways.
- All tree removal will comply with fuel mitigations to prevent any insect or disease concerns.
- Project intersects with Apache-Sitgreaves Maverick OHV Motorized trail at three locations. There will be no staging of material or equipment at these locations.

- Fuel Mitigations: If vegetation clearing is needed. The following Apache-Sitgreaves methods will be followed:
  1. Complete Removal of cut material
  2. Chipping/masticating of material and spreading it out with areas less than 6" chipped material for depth.
  3. Lop and scatter material down to less than 2' high with no continuous slash covering itself.

ACCEPTED:

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**JASON E. WHITING**  
Chairman  
Navajo County Board of Supervisors

**Date**

APPROVED:

---

**ROBERT LEVER**  
Forest Supervisor  
Apache – Sitgreaves National Forests  
USDA Forest Service

**Date**

**USDA FOREST SERVICE  
BILL FOR COLLECTION**

TO ENSURE PROPER CREDIT PLEASE HAVE YOUR BILL AVAILABLE AND CHOOSE ONE OF THE FOLLOWING PAYMENT OPTIONS:

- PAY ONLINE AT:** www.fs.usda.gov/billpay
- PAY BY MAIL:** Please include the top part of this bill with your payment. Also include the bill number and payer code, items 4 & 5 at right, on your check or money order. Do not send cash. Make your payment for the exact amount due and make it payable to USDA Forest Service. See address at right.
- PAY AT MOST FOREST SERVICE OFFICES:** Bring a copy of your bill. Call your local Forest Service office for details.

PAY BY MAIL ADDRESS:  
USDA FOREST SERVICE  
C/O US BANK  
P. O. BOX 6200-09  
PORTLAND, OR 97228-6200

**AMOUNT DUE: \$1,007.00**

AMOUNT ENCLOSED: \$ \_\_\_\_\_

TO: NAVAJO COUNTY BOARD OF SUPERVISORS  
P.O. BOX 668  
100 E. CARTER DRIVE  
HOLBROOK, AZ 86025 UNITED STATES

2. NET AMOUNT DUE: \$1,007.00  
3. DUE DATE: 12/30/2024  
4. BILL NUMBER: BF030107AF030  
5. PAYER CODE: 0003316065

6. AGREEMENT NO: -- TEAR HERE --  
8. REMARKS:  
FAILURE TO PAY FEES BY DUE DATE CONSTITUTES NON-COMPLIANCE WITH AUTHORIZATION.

7. DESCRIPTION:  
9. PRINCIPAL: \$1,007.00  
10. INTEREST:  
11. ADMINISTRATIVE COSTS:  
12. PENALTY:  
13. AMOUNT DUE: \$1,007.00  
14. ADJ. + CREDIT: \$.00  
15. NET AMOUNT DUE: \$1,007.00

NOTE:  
PLEASE SEND ALL CORRESPONDENCE, INQUIRIES, AND CHANGE OF ADDRESS TO:

APACHE-SITGREAVES NATIONAL FORESTS (928) 368-2100  
LAKESIDE RANGER DISTRICT  
2022 WEST WHITE MOUNTAIN BLVD.  
LAKESIDE, AZ 85929

Failure to include both the bill number and payer code with your payment will delay posting and may delay your ability to use the National Forest. Failure to make payment by the due date may result in the assessment of interest, administrative fees and/or penalty charges. In accordance with your authorization or the debt collection act of 1982, as amended, postmarks are not honored.

DATE/PERIOD	DESCRIPTION	AMOUNT
To	2720 SPECIAL USES LAK24001 LAKESIDE RANGER DISTRICT	\$1,007.00

COMMENTS: Monitoring for Navajo County Fiber Optic for 1 time a week for 32 weeks

**FOR OFFICIAL USE ONLY**

16. ORG	17. JOB	18. AMOUNT
0301	URMN0125	\$1,007.00

**USDA FOREST SERVICE  
BILL FOR COLLECTION**

TO ENSURE PROPER CREDIT PLEASE HAVE YOUR BILL AVAILABLE AND CHOOSE ONE OF THE FOLLOWING PAYMENT OPTIONS:

- . PAY ONLINE AT:** www.fs.usda.gov/billpay
- . PAY BY MAIL:** Please include the top part of this bill with your payment. Also include the bill number and payer code, items 4 & 5 at right, on your check or money order. Do not send cash. Make your payment for the exact amount due and make it payable to USDA Forest Service. See address at right.
- . PAY AT MOST FOREST SERVICE OFFICES:** Bring a copy of your bill. Call your local Forest Service office for details.

PAY BY MAIL ADDRESS:  
USDA FOREST SERVICE  
C/O US BANK  
P. O. BOX 6200-09  
PORTLAND, OR 97228-6200

**AMOUNT DUE: \$99.76**  
AMOUNT ENCLOSED: \$ \_\_\_\_\_

TO: NAVAJO COUNTY BOARD OF SUPERVISORS  
P.O. BOX 668  
100 E. CARTER DRIVE  
HOLBROOK, AZ 86025 UNITED STATES

2. NET AMOUNT DUE: \$99.76  
3. DUE DATE: 01/01/2025  
4. BILL NUMBER: BF030107AF031  
5. PAYER CODE: 0003316065

6. AGREEMENT NO: -- TEAR HERE --  
8. REMARKS:  
FAILURE TO PAY FEES BY DUE DATE CONSTITUTES NON-COMPLIANCE WITH AUTHORIZATION.

7. DESCRIPTION:  
9. PRINCIPAL: \$99.76  
10. INTEREST:  
11. ADMINISTRATIVE COSTS:  
12. PENALTY:  
13. AMOUNT DUE: \$99.76  
14. ADJ. + CREDIT: \$.00  
15. NET AMOUNT DUE: \$99.76

NOTE:  
PLEASE SEND ALL CORRESPONDENCE, INQUIRIES, AND CHANGE OF ADDRESS TO:

APACHE-SITGREAVES NATIONAL FORESTS (928) 368-2100  
LAKESIDE RANGER DISTRICT  
2022 WEST WHITE MOUNTAIN BLVD.  
LAKESIDE, AZ 85929

Failure to include both the bill number and payer code with your payment will delay posting and may delay your ability to use the National Forest. Failure to make payment by the due date may result in the assessment of interest, administrative fees and/or penalty charges. In accordance with your authorization or the debt collection act of 1982, as amended, postmarks are not honored.

DATE/PERIOD	DESCRIPTION	AMOUNT
12/01/2024 To 12/31/2024	2720 SPECIAL USES LAK24001 LAKESIDE RANGER DISTRICT 823 FIBER OPTICAL CABLE	\$99.76

COMMENTS: Navajo County, AZ is exempt and intends to lease the fiber optic cable to a third party entities.

**FOR OFFICIAL USE ONLY**

16. ORG	17. JOB	18. AMOUNT
0301	D3028F25	\$99.76



**Board of Supervisors Regular**

**1. s.**

**Meeting Date:** 12/10/2024

**Title:** Sympathy Letters

**Submitted By:** Christine Dunlap, Executive Secretary

**Department:** Board of Supervisors

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**Motion before the Board:**

Sympathy Letters: Supervisor Alberto Peshlakai (BOS)

**Background:**

Sympathy Letters

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**Form Review**

**Inbox**

Clerk of the Board

Form Started By: Christine Dunlap

Final Approval Date: 11/25/2024

**Reviewed By**

Melissa Buckley

**Date**

11/25/2024 04:50 PM

Started On: 11/08/2024 12:16 PM



**Board of Supervisors Regular**

**1. t.**

**Meeting Date:** 12/10/2024

**Title:** Personnel Policy Update - Travel Policy

**Submitted By:** Eric Scott, HR Director

**Department:** Administrative Services

**Division:** Human Resources

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**Motion before the Board:**

Approval of Personnel Policy Update for Travel Policy

**Background:**

This update outlines meal rates for same day travel, and better clarifies the process. Our process will align with the Arizona State policy and direct employees to their website for details.

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**Attachments**

Same Day Travel Policy Update

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Brandt Clark	Brandt Clark	12/04/2024 10:23 AM
Clerk of the Board	Melissa Buckley	12/04/2024 10:28 AM
Form Started By: Eric Scott		Started On: 11/05/2024 04:54 PM
Final Approval Date: 12/04/2024		



D. Meals provided while traveling without an overnight stay is taxable for reimbursements. Meals provided while on travel status with an overnight stay is not taxable.

1. Receipts are not required for per diem meal reimbursements. See 6.10.C for maximum meal rates. If a county credit card is used for meals, itemized receipts are required and payment is the amount actually spent for a meal, not to exceed the maximum per diem rate. If an employee chooses to submit receipts with the Employee Travel Form, the receipts must be itemized, the meals are subject to the breakfast, lunch & dinner rates and only for actual costs incurred.

2. First & Last Day Travel – Meals will be limited to 75% of the daily per diem rate on the first and last day of the employee’s travel status **when traveling includes an overnight stay.**

**3. Same Day Travel – When travel does not involve an overnight stay, Navajo County policy follows Arizona State policy.** The policy can be found at the link in section 6.10 of this manual. **Click on “Travel Policy & Reimbursement Rates”, Go to “50 Travel”; click on “Section 95: Maximum mileage, lodging, meal, parking and incidental expense reimbursement rates”.** Section 7 outlines Single and Extended day meal reimbursement limits for travel not involving an overnight stay.



**Board of Supervisors Regular**

**1. u.**

**Meeting Date:** 12/10/2024

**Title:** FY25 Budget Amendment - General Fund

**Submitted For:** Jayson Vowell, Finance Director

**Submitted By:** Jayson Vowell, Finance Director

**Department:** Administrative Services

**Division:** Finance

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**Motion before the Board:**

FY25 Budget Amendments for the General Fund

**Background:**

Budget amendments for reorganization between the Assesor and Information Technology Department; also recognizing additional funding available from the State for reimbursements for Elections Department.

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**Attachments**

FY25 Budget Amendment - GF

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**Form Review**

**Inbox**

Finance Director

Form Started By: Jayson Vowell

Final Approval Date: 12/05/2024

**Reviewed By**

Jayson Vowell

**Date**

12/05/2024 08:47 AM

Started On: 12/05/2024 08:39 AM

<b>Account</b>	<b>FY25 Adopted Budget</b>	<b>Budget Amendment</b>	<b>FY25 Amended Budget</b>
110101.011.401.10	1,103,543	(67,000)	1,036,543
110101.012.401.10	1,015,454	67,000	1,082,454
110101.004.436.00	100,000	220,000	320,000
110101.018.436.00	18,400,000	(220,000)	18,180,000
	<u>20,618,997</u>	-	<u>20,618,997</u>



**Board of Supervisors Regular**

**2. a. 1.**

**Meeting Date:** 12/10/2024

**Title:** Navajo County Jail Residential Substance Abuse Treatment Program No. B24-10-014

**Submitted For:** Lea Petersen, Deputy Commander

**Submitted By:** Kolton Root, Sr. Procurement Officer

**Department:** Navajo County Jail District

---

**Motion before the Board:**

Award of Contract B24-10-014 for the Navajo County Jail Residential Substance Abuse Treatment Program to Wexford Health Services, Inc.

**Background:**

The Navajo County Sheriff's Office (NCSO) received a grant from the Arizona Criminal Justice Commission dedicated to developing a residential substance use treatment program within the Navajo County Jail that reduces recidivism, improves outcomes for individuals re-entering the community, and addresses substance use challenges experienced by individuals experiencing incarceration. To support NCSO jail operations, the grant aims to connect recently incarcerated individuals whom relevant assessments have identified as needing behavioral health interventions for substance use disorders with services offered through a qualified vendor.

The selected vendor under this contract will provide behavioral health services relevant to an in-custody substance abuse treatment program for inmates of the Navajo County Sheriff's Office Jail for a one (1) year period effective when agreement is executed. The Vendor will have staff physically present in the jail, with the ability to coordinate treatment services during regular business hours. Using a multidisciplinary approach to substance use disorders, the Vendor will provide site administration and site staff to implement an in-custody treatment program. The term of this contract will be one (1) year, with the option to renew up to four (4) additional years as grant funding allows.

Sealed proposals were received by the Board of Supervisors at the Navajo County Governmental Center, Holbrook, Arizona until 3:00 pm (MST) November 20, 2024. No proposals were accepted after 3:00 pm. The proposals were publicly opened and read aloud at 3:15 pm. Two proposals were received and evaluated per the criteria set forth in the request for qualifications. The evaluation committee is recommending the award of Contract No. B24-10-014 Navajo County Jail Residential Substance Abuse Treatment Program to Wexford Health Services, Inc. as the highest ranking responsible, responsive bidder.

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**Attachments**

Evaluation Summary

Offer & Acceptance Form

Contract

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**Form Review**

**Inbox**

Brandt Clark

**Reviewed By**

Brandt Clark

**Date**

11/27/2024 12:05 PM

Form Started By: Kolton Root  
Final Approval Date: 11/27/2024

Started On: 11/21/2024 03:56 PM

## EVALUATION SUMMARY

Navajo County Jail Residential Substance Abuse Treatment Program, #B24-10-014

SUBMITTAL RECEIVED FROM:	WEXFORD HEALTH				MANAGEMENT & TRAINING CORP.			
EVALUATORS	Eval. No. 1	Eval. No. 2	Eval No. 3	Eval No. 4	Eval. No. 1	Eval. No. 2	Eval No. 3	Eval No. 4
<b>I. Organizational &amp; Personnel Qualifications (Maximum 20 Points)</b> A. The following sections shall be considered in this area of evaluation. 1. General responsibilities and requirements of the: <ol style="list-style-type: none"> <li>i. Vendor</li> <li>ii. Vendor's Staffing                             <ol style="list-style-type: none"> <li>a. Including staff credentials and diversity</li> <li>b. Staff experience working with criminal offenders and specific counseling areas</li> </ol> </li> <li>iii. Vendor's Proposed Management</li> <li>iv. Performance Standards:                             <ol style="list-style-type: none"> <li>a. How is programmatic success measured?</li> </ol> </li> <li>v. General Responsibilities and Requirements of the Department</li> <li>vi. Format for Submittal of Proposal</li> </ol>	15	17	17	15	14	17	16	14
<b>2. Project Approach (Maximum 45 Points)</b> The narrative portion and the materials presented in the response to this Request for Qualifications shall be submitted in the same order as requested and must contain, at minimum, the following: <ol style="list-style-type: none"> <li>1. How will the Vendor meet stated objectives herein as related to residential substance abuse treatment programming?</li> <li>2. Vendor's ability to address and deliver evidence-based methodology, including:                             <ol style="list-style-type: none"> <li>i. Program model/curricula and proof of evidence-based or best practices</li> <li>ii. Outcome measures and demonstrated effectiveness</li> <li>iii. Quality treatment and program discharge/aftercare planning</li> <li>iv. Collaboration with Detention staff and jail release coordinators</li> <li>v. Vendor will provide a sample treatment agenda for a patient enrolled in a 90-day substance abuse treatment program.</li> </ol> </li> <li>3. How will the Vendor's provision of the services identified herein support a mutually positive business partnership with the County?</li> <li>4. Vendor should submit an organizational chart outlining all staff designated to service this contract at inception. Information should include the individual's name, title, business address, contact telephone numbers, fax number, and email address.</li> </ol>	45	45	44	45	40	40	37	40
<b>3. Project Experience (Maximum 35 Points)</b> A. Vendor will supply sufficient information to support it is in good standing and financially stable with sufficient resources to provide services for the term of the contract, if awarded, including available extensions for a total of five (5) years. B. The Vendor will have demonstrated recruiting capabilities for hiring and training of all staff required to provide substance abuse treatment services to Navajo County. C. Contractor should submit applicable references with correctional facilities as follows: <ol style="list-style-type: none"> <li>1. Three (3) current references who are satisfied with the services being provided to them by the Vendor.</li> <li>2. Two (2) past references that chose to terminate services with the Vendor due to performance within the last five (5) years.</li> <li>3. At minimum, each reference provided by the Vendor should contain the following information:                             <ol style="list-style-type: none"> <li>i. Name and address of the organization</li> <li>ii. Contact person (name) and title for the organization</li> <li>iii. Contact person (name) and title who is the primary manager over the facilities</li> <li>iv. Telephone numbers (including area codes) and email addresses (if available) for each contact person listed</li> <li>v. Dates a contract was in effect for each facility listed</li> <li>vi. Brief summary comparing the referenced facilities to Navajo County's facilities</li> </ol> </li> </ol>	35	35	35	35	20	26	30	36
<b>SUBTOTALS:</b>	95	97	96	95	74	83	83	90
<b>GRAND TOTAL:</b>	383				330			

**ATTACHMENT E - 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 Qualifications which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Wexford Health Sources, Inc.  
Company Name

Ms. Wendelyn Pekich, VP, Marketing  
Name

501 Holiday Drive, Suite 300  
Address

(412) 937-8590, extension 296  
Phone

Pittsburgh, PA 15220  
City State Zip

(412) 921-2105  
Fax

  
Signature of Person Authorized to Sign

Sales@WexfordHealth.com  
E-Mail

John M. Froehlich  
Printed Name

Senior VP & Chief Financial Officer  
Title

**ACCEPTANCE OF OFFER**

The offer is hereby accepted.

The Vendor is now bound to provide the materials or services listed in **Navajo County Jail Residential Substance Abuse Treatment Program** 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



## **CONTRACT FOR PROFESSIONAL SERVICES**

**AGREEMENT** made as of December 10, 2024, between Navajo County ("County") and Wexford Health Services, Inc. ("Consultant").

**WHEREAS**, County requires certain professional services for Navajo County Jail Residential Substance Abuse Treatment Program, Contract No. B24-10-014 ("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 in the Request for Qualifications No. B24-10-014, Consultant's proposal dated November 15, 2024, and Phase 1 pricing set forth in the Consultant's Price Proposal received November 27, 2024, in a competent and professional manner to the satisfaction of County.
2. **Contract Documents.** The Contract Documents comprise this Contract, Request for Qualifications No. B24-10-014, Proposal Submittal dated November 15, 2024, Consultant's Price Proposal received November 27, 2024, and addenda thereto, if any. If any incorporated term is inconsistent with the Contract, this Contract shall control.
3. **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.
4. **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.



5. **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 9, 10, 11, 13, 16, 19, 22 and 23. Consultant is responsible for full performance of this Agreement regardless of whether subcontractors are used.
6. **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.
7. **Payment.** County shall pay to Consultant a not-to-exceed sum of one hundred sixty-three thousand fifty-four dollars and eight cents (\$163,054.08) for Phase 1 of consultant's Price Proposal 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.
8. **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 13. No compensation shall be paid for any rejected work until such issues have been resolved.
9. **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.
10. **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.
11. **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.
12. **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.

13. **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 25. 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.
14. **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.

15. **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 7. 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.
16. **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 13.
17. **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.
18. **Non-Collusion.** The provisions of A.R.S. § 38-511 are incorporated herein by this reference.
19. **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.
20. **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.
21. **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.
22. **Prohibition of Boycott of Israel:** Contractor certifies that neither it nor its subcontractors are currently or will be engaged in, for the duration of this Contract

engage in, a boycott of Israel as defined by A.R.S. § 35-393 et seq. Violation of this certification may result in an action by the County up to and including termination of the Contract.

23. **Written Certification Pursuant to A.R.S. §35-394:** Pursuant to A.R.S. § 35-394, Contractor certifies that it is not currently using, and agrees for the duration of this Agreement to not use (1) the forced labor of ethnic Uyghurs in the People’s Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and (3) any contractors, subcontractors, or suppliers that use the forced labor of ethnic Uyghurs in the People’s Republic of China. The Subrecipient further acknowledges and agrees that (1) if the Subrecipient becomes aware during the term of this Agreement that it is not in compliance with this certification that the Subrecipient will notify the County within five (5) business days after becoming aware of the noncompliance; and (2) if the Subrecipient does not provide the County with a written certification that the Subrecipient has remedied the noncompliance within one hundred eighty (180) after giving notice thereof, the same shall constitute a material breach of this Agreement, which shall then terminate automatically, except that if the Agreement termination date occurs before the end of the remedy period, this Agreement terminates on the Agreement’s termination date. The County retains the legal right to inspect the records of the Contractor and all Subcontractors to ensure compliance with this certification for the duration of this Agreement
24. **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.
25. **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: John M. Froehlic, Senior VP & Chief Financial Officer  
Wexford Health Sources, Inc.  
501 Holiday Drive, Suite 300  
Pittsburgh, PA 15220

To Navajo County: Kolton Root, Senior Procurement Officer  
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 \_\_\_\_\_  
Chairman, Navajo County Board of  
Supervisors

ATTEST:

\_\_\_\_\_  
Melissa W. Buckley, Clerk of the Board

Approved As to Form:

\_\_\_\_\_  
Brandt Clark, Deputy County Attorney

**Consultant**

By \_\_\_\_\_

Title: \_\_\_\_\_



**Board of Supervisors Regular**

**3. a. 1. a.**

**Meeting Date:** 12/10/2024

**Title:** Contract Ironside Engineering & Development Inc. for Pond Road Drainage Improvements Project & Kimley Horne for Woodruff Drainage

**Submitted By:** Christine Dunlap, Executive Secretary

**Department:** Public Works

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**Motion before the Board:**

Contracts signed by County Manager pursuant to Board of Supervisors Resolution: Agreement between Navajo County Flood Control District and Ironside Engineering & Development, Inc. for Consulting and Professional Services for Pond Road Drainage Improvements and Contract for Professional Services with Kimley-Horn and Associations Inc., for Woodruff Drainage Evaluation Phase 2

**Background:**

Agreement between Navajo County Flood Control District and Ironside Engineering & Development, Inc. for Consulting and Professional Services for Pond Road Drainage Improvements.  
Agreement between Navajo County Flood Control District and Kimley-Horn and Associations Inc., for Woodruff Drainage Evaluation Phase 2.

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**Attachments**

Ironside 2024 Pond Road Drainage Improvement Contract  
Kimley Horn Woodruff

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**Form Review**

**Inbox**

Clerk of the Board

Form Started By: Christine Dunlap

Final Approval Date: 11/25/2024

**Reviewed By**

Melissa Buckley

**Date**

11/25/2024 04:50 PM

Started On: 11/13/2024 12:05 PM



## **CONTRACT FOR PROFESSIONAL SERVICES**

**AGREEMENT** made as of November 12, 2024 between Navajo County Flood Control District ("District") and Ironside Engineering & Development, Inc. ("Consultant").

**WHEREAS**, District requires certain professional services for Pond Road Drainage Improvements ("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 November 7, 2024 and those additional items set forth in the Consultant's schedule and fee proposal dated November 7, 2024 in a competent and professional manner to the satisfaction of District. The Scope of Work and the Consultant's schedule and fee proposal are attached hereto and by this reference incorporated herein. If any incorporated term is inconsistent with the Agreement, this Agreement shall control.
2. **Consultant's Expertise.** Consultant warrants that it has the ability, authority, capacity and professional expertise to perform this Agreement. Consultant shall provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed hereunder. Consultant shall assign specific individuals to key positions. Once assigned to work under this Agreement, key personnel shall not be removed or replaced without District's prior written approval.
3. **Independent Contractor.** Consultant acknowledges that it is an independent contractor. Neither party is or shall purport to be an agent, employee, partner, joint venturer or associate of the other. An employee or agent of one party shall not be deemed an employer or agent of the other party for any purpose. Taxes or Social Security contributions will not be withheld from any payment by District, and Consultant shall be solely responsible for such matters.



4. **Subcontracts.** Consultant shall not enter into any subcontract with respect to any of the work to be performed hereunder without District's prior written approval. All subcontracts shall comply with applicable federal and state laws and regulations and shall impose on the subcontractor substantially the same obligations as are imposed on Consultant by this Agreement with respect to those matters covered by Sections 8, 9, 10, 12, 15 and 18. Consultant is responsible for full performance of this Agreement regardless of whether subcontractors are used.
5. **Time for Completion.** Consultant's services will be provided in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project, and in accordance with an agreed upon schedule for the performance of the Services hereunder. Time limits established by a schedule approved by District shall not, except for reasonable cause, be exceeded by District or Consultant. The Schedule shall be adjusted, if necessary, as the Project proceeds. The date for final performance shall be extended by the number of days that performance is delayed by governmental approval or review procedures or other causes beyond Consultant's reasonable control, as jointly confirmed in writing by the parties' representatives.
6. **Payment.** District shall pay to Consultant a not-to-exceed sum of eighteen thousand eight hundred dollars (\$18,800.00) as payment in full for all services rendered by Consultant pursuant to this Agreement. Payments shall be made within 30 days of District's receipt of Consultant's monthly invoices. Each invoice shall detail the work performed during the billing period.
7. **Defects in Work.** District may reject any work product that fails to meet customary professional standards or Project specifications. Consultant agrees to promptly remedy all such deficiencies. The parties shall make a good faith effort to resolve any controversy or claim through informal negotiation as set forth in Section 12. No compensation shall be paid for any rejected work until such issues have been resolved.
8. **Insurance Requirements.**
  - A. Consultant shall maintain in effect, at all times during the term of this Agreement, insurance adequate to protect District and its agents, representatives, officers, officials and employees against such losses as set forth below. Consultant shall provide District with a current Certificate of Insurance or a certified copy of the insurance policy naming District as an additional insured (except for Errors and Omissions / Professional Liability coverage).
  - B. The following types and amounts of insurance are required as minimums:

Worker's Compensation	Statutory
Professional Liability	\$1,000,000 each occurrence and annual aggregate
Consultant's Protective Bodily Injury	\$1,000,000 each occurrence and annual aggregate
Consultant's Protective Personal Property	\$1,000,000 each occurrence and annual aggregate
Automobile Bodily Injury and Property Damage	\$1,000,000 each occurrence and annual aggregate
Valuable Papers	\$100,000

Standard minimum deductibles are allowed. Any deductibles are the responsibility of Consultant. Consultant shall immediately inform District of any cancellation of insurance or any decrease in the amount of coverage at least 30 days before such action takes place. A violation of this provision may be treated as a material breach by District. Consultant shall notify District upon any termination of its regular professional liability coverage and shall obtain tail coverage for a minimum of five years from the termination date.

- C. Consultant acknowledges that the amounts of insurance coverage stated above shall not limit its liability under this Agreement.
9. **Indemnity.** To the fullest extent allowable by law, Consultant shall defend, indemnify and hold harmless District and its representatives, officers, officials and employees (the "Indemnitees") from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the costs of appellate proceedings) relating to, arising out of or resulting from Consultant's negligent acts, errors, mistakes or omissions in the performance of this Agreement. Consultant's duty to defend, hold harmless and indemnify the Indemnitees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Agreement (including those by any person for whose negligent acts, errors, mistakes or omissions Consultant may be liable) to the extent of Consultant's negligence or fault. The amount and type of insurance coverage requirements set forth above shall not limit the scope of the indemnity in this paragraph.
  10. **Records.** Consultant shall retain, and shall require each subcontractor to retain, all books, accounts, reports, files and other records relating to this Agreement for a period of five years after completion of the work. All such documents shall be subject to inspection and audit by District upon reasonable notice during normal business hours. A legible copy of any or all such documents shall be produced by Consultant at the request and expense of District.
  11. **Non-Assignment.** Consultant shall not assign any right or interest in this Agreement

without District's prior written approval, nor shall Consultant delegate any duty hereunder without District's prior written approval.

12. **Negotiation of Disputes.** The parties shall make a good faith effort to resolve any claim or controversy or claim through informal negotiation. Notice of any claim or controversy shall be provided in writing, with supporting documentation, to the recipient designated in Section 21. The recipient shall have seven calendar days to prepare and deliver a written response. If the parties fail to resolve the disputes within a reasonable period of not less than ten days, either party may pursue available legal remedies.
  
13. **Suspension and Termination by District:**
  - A. **Suspension.** District may, without cause, order Consultant in writing to suspend, delay or interrupt its performance in whole or part. An adjustment shall be made to the completion date and for any increase in the cost of performance resulting from the suspension, delay or interruption. No adjustment shall be made to the extent that performance is or would have been suspended, delayed or interrupted by another cause for which Consultant is responsible.
  
  - B. **Termination for Cause.** District may terminate this Agreement for cause if Consultant refuses or fails to supply enough properly skilled workers to perform this Agreement; fails to make required payments to subcontractors; disregards laws, ordinances, rules, regulations or orders of a public authority having jurisdiction; or otherwise commits a material breach of this Agreement. When any of the foregoing causes exist, District shall give Consultant written notice and a ten-day opportunity to cure the default. If the default remains uncured, District may (without prejudice to any other rights or remedies it may have) terminate this Agreement and finish the work or cause it to be finished. If the unpaid balance of the Agreement exceeds the cost of finishing the work (including any expenses incurred by District as a result of Consultant's default), Consultant shall be entitled to payment for its performance up to the amount of such excess. If the cost of finishing the work exceeds the unpaid balance, Consultant shall pay the difference to District.
  
  - C. **Termination for Convenience.** District, by written notice to Consultant, may terminate this Agreement in whole or part when in the sole discretion of District it is in District's best interests to do so. Consultant shall be paid for all material, equipment and services provided, as well as reasonable termination expenses and a reasonable allowance for profit and overhead, provided that such payments, exclusive of termination expenses, shall not exceed the total amount payable pursuant to Section 6 less any payments previously made to Consultant. Consultant shall not be entitled to profit and overhead on material, equipment and services which were not provided.
  
  - D. **Consultant's Responsibilities.** Upon receipt of a termination notice, Consultant shall (a) promptly discontinue all services (unless the notice directs otherwise),

and (b) deliver or otherwise make available to District copies of all data, design calculations, drawings, specifications, reports, estimates, summaries and other information and materials developed or accumulated by Consultant in performing this Agreement.

14. **Termination by Consultant.** Consultant may terminate this Agreement upon written notice to District if performance is made impossible for a period of 30 consecutive calendar days for any of the following reasons through no act or fault of Consultant or its agents, employees or subcontractors: issuance of an order by a court or other public authority having jurisdiction; an act of government, such as a declaration of national emergency; or a natural disaster or other Act of God. Consultant may also terminate this Agreement upon written notice and a ten-day opportunity to cure if District fails to make any payment within the time set forth in Section 6. Consultant may also terminate this Agreement upon written notice if suspensions, delays or interruptions by District equal in the aggregate more than 100% of the total number of days scheduled for completion.
15. **Governing Law.** This Agreement shall be governed by the law of the State of Arizona. Any suit arising out of this Agreement shall be brought in the state courts of Arizona (with venue in Navajo County) or the federal District of Arizona, but only after informal negotiation pursuant to Section 12.
16. **Incorporation of Applicable Laws.** Every provision of law required by statute or regulation to be in this Agreement will be read and enforced as though included herein. Each party shall promptly notify the other upon discovery that any such provision has been omitted.
17. **Non-Collusion.** The provisions of A.R.S. § 38-511 are incorporated herein by this reference.
18. **One-Year Limitation on Actions.** No action shall be maintained by Consultant on any claim based upon or arising out of this Agreement unless such action is commenced within one year after District's final payment hereunder.
19. **Term.** This Contract for Professional Service is valid for one (1) year from the date the agreement was made between the two parties. Upon mutual agreement between the parties, this contract may be renewed up to four (4) additional one-year terms.
20. **Entire Agreement.** This Agreement and those documents incorporated by reference represent the entire understanding between the parties. No amendment shall be effective unless executed by both parties with the same formality as this Agreement. Provided, however, that the District's project manager is authorized to modify the Scope of Work, in writing, with the concurrence of Consultant so long as the project is not changed substantially or significant additional compensation is not required.

21. **Severability.** The provisions of this Agreement are severable. Any provision held to be invalid or unenforceable shall not affect the validity or enforceability of any other provision.

22. **Notices.** All notices, invoices and payments shall be in writing and may be given by personal delivery or certified mail. The designated recipients are as follows:

To Consultant: Bruce J. Ironside, PE, RLS, President  
Ironside Engineering & Development, Inc.  
P.O. Box 1358  
Show Low, AZ 85902

To Navajo County: Kolton Root, Senior Procurement Officer  
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 Flood Control District**

By  \_\_\_\_\_  
Bryan Layton, County Manager

ATTEST:

\_\_\_\_\_  
Melissa W. Buckley, Clerk of the Board

**Professional Services**  
By:  \_\_\_\_\_  
Title: PRESIDENT

**AUTHORIZATION OF SERVICES**

**Navajo County**

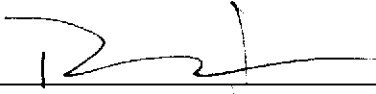
**Pond Road Drainage Improvements**

November 7, 2024

- 1. Scope of Work.** The Consultant shall provide the professional consulting services to provide improvement plans and hydrologic and hydraulic drainage memo for the proposed improvement and realignment of the existing storm drain culverts near Pond Road in Navajo County based on the preliminary schematics prepared by Ironside Engineering, as further described in Exhibit A of this Authorization of Services.
- 2. Basis of Fee.** As outlined in Exhibit B, the Consultant fee shall Not Exceed \$18,800.
- 3. Additional Services.** The fee for any additional services required by the Owner will be computed either on a negotiated lump sum or upon actual hours and expenses incurred by the Consultant.
- 4. Payments.** The Consultant will be paid by the Owner on a basis of monthly requisitions for payment.
- 5. General Conditions.** The Consultant agrees to perform its services hereunder in character, sequence, and timing as directed by the Navajo County and in accordance with the Scope of Services, Exhibit A.
- 6. Subcontracts.** The Consultant is authorized by the Owner to subcontract specific items of work if requested by the Owner, hereinafter referred to as Subconsultants. At the time additional subcontracted services are anticipated, the Consultant shall notify the Owner of the nature of such services and identify the proposed subcontracting firm.
- 7. Completion Date.** The Consultant agrees to perform its services hereunder in character, sequence, and timing as shall be coordinated by Navajo County and in accordance with the Scope of Work.

**FOR THE CONSULTANT:**

Ironside Engineering & Development, Inc.

By:   
Bruce J. Ironside, PE, RLS  
President

Date: 11.12.24

**FOR THE CLIENT:**

Navajo County

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attached and Incorporated by Reference:

- Exhibit A – Scope of Services
- Exhibit B – Fee Summary
- Exhibit C – Fee Schedule



## **EXHIBIT A – Scope of Services**

### **Navajo County Pond Road Drainage Improvements November 7, 2024**

**The Consultant** will be responsible for accomplishing professional services required for the preparation of a drainage memo and improvement plans for the proposed storm drain and detention improvements.

#### **I. VERIFICATION OF RIGHT-OF-WAY AND TOPOGRAPHIC SURVEY**

The right-of-way and property boundaries will be verified to the extent required to determine the extents of Pond Road, Forest Ave, and the existing alley, and APN 212-04-071. The existing field topographic survey in the area of the proposed improvements will be verified and the existing “bluestaked” utilities will be located and added to the mapping for the project.

#### **II. MEETINGS & COORDINATION**

Consultant will coordinate with Navajo County regarding project goals and scope. Included is consultation with utility companies as required to determine locations of existing utilities and to discuss potential impacts based on proposed improvements.

#### **III. DRAINAGE MEMO**

A Drainage Memo will be provided in accordance with Navajo County criteria based on the preliminary work conducted to support the hydraulic design for this project anticipated to include the development of a detention basin and upsized storm drain network. The inlet and outlet locations of the proposed storm drain improvements are proposed to be located in approximately the same locations as the existing storm drain facility

#### **IV. 60% IMPROVEMENT PLANS**

Consultant will prepare a 20-scale plan & profile view drawing of the proposed detention basin and storm drain culvert. Detention basin will be located within parcel APN 212-04-071 and the proposed storm drain is proposed to be located with the right-of-way of Forest Ave and the existing alley as shown in the preliminary exhibit prepared by Ironside Engineering. A preliminary cost estimated will be included.

#### **V. 100% IMPROVEMENT PLANS**

Consultant will incorporate revisions per County comments from the 60% plan set and prepare finalized 20-scale plan & profile view drawings of the proposed detention basin and storm drain culvert. Detention basin will be located within parcel APN 212-04-071 and the proposed storm drain is proposed to be located with the right-of-way of Forest Ave and the existing alley as shown in the preliminary exhibit prepared by Ironside Engineering. The plans will include Engineer’s notes that provide project specific specifications necessary for the project not covered by MAG related to the construction materials and construction process for the project. An estimated quantities table will also be provided on the plan sheet. An updated preliminary cost estimated will be included.



**VI. EXCLUSIONS**

1. Payment for review fees or other similar charges
2. Utility design
3. Landscape design
4. Construction staking and administration
5. Legal descriptions for drainage easements, temporary construction easements, or similar
6. Coordination with adjacent property owners





**EXHIBIT B - Fee Summary**

**Navajo County  
Pond Road Drainage Improvements  
November 7, 2024**

For, and in consideration of, the services to be rendered by the Consultant, the Owner shall pay the Consultant the fees based on the following Not to Exceed amounts.

**COMPENSATION**

<b>I.</b>	<b>VERIFICATION OF R/W AND TOPOGRAPHIC SURVEY</b> Time & Materials Estimated Not to Exceed .....	\$6,300.00
<b>II.</b>	<b>MEETINGS &amp; COORDINATION</b> Time & Materials Estimated Not to Exceed .....	\$1,000.00
<b>III.</b>	<b>DRAINAGE MEMO</b> A Lump Sum Fee of .....	\$2,800.00
<b>IV.</b>	<b>60% IMPROVEMENT PLANS</b> A Lump Sum Fee of .....	\$6,500.00
<b>V.</b>	<b>100% IMPROVEMENT PLANS</b> A Lump Sum Fee of .....	\$2,200.00
<b>TOTAL ESTIMATED FEE: .....</b>		<b>\$18,800.00</b>



## EXHIBIT C – Fee Schedule

<b>Personnel</b>	<b>Rate/hour*</b>
Principal	\$185
Engineering Project Manager	\$155
RLS	\$145
Designer	\$125
Senior CAD Designer	\$140
CAD Drafter	\$100
Construction Observer	\$ 90
Survey Crew	\$165
Survey Technician	\$100
Clerical	\$ 55

\*All hourly rates include taxes, reimbursable expenses and other costs such as travel and per diem

**OUTSIDE CONSULTANTS – CLIENT AUTHORIZED**

Cost + 10%



## **CONTRACT FOR PROFESSIONAL SERVICES**

**AGREEMENT** made as of November 21, 2024, between Navajo County Flood Control District ("District") and Kimley-Horn and Associates, Inc. ("Consultant").

**WHEREAS**, District requires certain professional services for Woodruff Drainage Evaluation Phase 2 ("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 November 20, 2024, and those additional items set forth in the Consultant's schedule and fee proposal dated November 20, 2024, in a competent and professional manner to the satisfaction of District. The Scope of Work and the Consultant's schedule and fee proposal are attached hereto and by this reference incorporated herein. If any incorporated term is inconsistent with the Agreement, this Agreement shall control.
2. **Consultant's Expertise.** Consultant warrants that it has the ability, authority, capacity and professional expertise to perform this Agreement. Consultant shall provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed hereunder. Consultant shall assign specific individuals to key positions. Once assigned to work under this Agreement, key personnel shall not be removed or replaced without District's prior written approval.
3. **Independent Contractor.** Consultant acknowledges that it is an independent contractor. Neither party is or shall purport to be an agent, employee, partner, joint venturer or associate of the other. An employee or agent of one party shall not be deemed an employer or agent of the other party for any purpose. Taxes or Social Security contributions will not be withheld from any payment by District, and Consultant shall be solely responsible for such matters.

4. **Subcontracts.** Consultant shall not enter into any subcontract with respect to any of the work to be performed hereunder without District's prior written approval. All subcontracts shall comply with applicable federal and state laws and regulations and shall impose on the subcontractor substantially the same obligations as are imposed on Consultant by this Agreement with respect to those matters covered by Sections 8, 9, 10, 12, 15 and 18. Consultant is responsible for full performance of this Agreement regardless of whether subcontractors are used.
5. **Time for Completion.** Consultant's services will be provided in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project, and in accordance with an agreed upon schedule for the performance of the Services hereunder. Time limits established by a schedule approved by District shall not, except for reasonable cause, be exceeded by District or Consultant. The Schedule shall be adjusted, if necessary, as the Project proceeds. The date for final performance shall be extended by the number of days that performance is delayed by governmental approval or review procedures or other causes beyond Consultant's reasonable control, as jointly confirmed in writing by the parties' representatives.
6. **Payment.** District shall pay to Consultant a not-to-exceed sum of eleven thousand five hundred eighty dollars (\$11,580.00) as payment in full for all services rendered by Consultant pursuant to this Agreement. Payments shall be made within 30 days of District's receipt of Consultant's monthly invoices. Each invoice shall detail the work performed during the billing period.
7. **Defects in Work.** District may reject any work product that fails to meet customary professional standards or Project specifications. Consultant agrees to promptly remedy all such deficiencies. The parties shall make a good faith effort to resolve any controversy or claim through informal negotiation as set forth in Section 12. No compensation shall be paid for any rejected work until such issues have been resolved.
8. **Insurance Requirements.**
  - A. Consultant shall maintain in effect, at all times during the term of this Agreement, insurance adequate to protect District and its agents, representatives, officers, officials and employees against such losses as set forth below. Consultant shall provide District with a current Certificate of Insurance or a certified copy of the insurance policy naming District as an additional insured (except for Errors and Omissions / Professional Liability coverage).
  - B. The following types and amounts of insurance are required as minimums:

Worker's	Compensation	Statutory	
Professional	Liability	\$1,000,000	each occurrence and annual aggregate
Consultant's Protective	Bodily Injury	\$1,000,000	each occurrence and annual aggregate
Consultant's Protective	Personal Property	\$1,000,000	each occurrence and annual aggregate
Automobile	Bodily Injury and Property Damage	\$1,000,000	each occurrence and annual aggregate
Valuable	Papers	\$100,000	

Standard minimum deductibles are allowed. Any deductibles are the responsibility of Consultant. Consultant shall immediately inform District of any cancellation of insurance or any decrease in the amount of coverage at least 30 days before such action takes place. A violation of this provision may be treated as a material breach by District. Consultant shall notify District upon any termination of its regular professional liability coverage and shall obtain tail coverage for a minimum of five years from the termination date.

C. Consultant acknowledges that the amounts of insurance coverage stated above shall not limit its liability under this Agreement.

9. **Indemnity.** To the fullest extent allowable by law, Consultant shall defend, indemnify and hold harmless District and its representatives, officers, officials and employees (the "Indemnitees") from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the costs of appellate proceedings) relating to, arising out of or resulting from Consultant's negligent acts, errors, mistakes or omissions in the performance of this Agreement. Consultant's duty to defend, hold harmless and indemnify the Indemnitees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Agreement (including those by any person for whose negligent acts, errors, mistakes or omissions Consultant may be liable) to the extent of Consultant's negligence or fault. The amount and type of insurance coverage requirements set forth above shall not limit the scope of the indemnity in this paragraph.

10. **Records.** Consultant shall retain, and shall require each subcontractor to retain, all books, accounts, reports, files and other records relating to this Agreement for a period of five years after completion of the work. All such documents shall be subject to inspection and audit by District upon reasonable notice during normal business hours. A legible copy of any or all such documents shall be produced by Consultant at the request and expense of District.
11. **Non-Assignment.** Consultant shall not assign any right or interest in this Agreement without District's prior written approval, nor shall Consultant delegate any duty hereunder without District's prior written approval.
12. **Negotiation of Disputes.** The parties shall make a good faith effort to resolve any claim or controversy or claim through informal negotiation. Notice of any claim or controversy shall be provided in writing, with supporting documentation, to the recipient designated in Section 21. The recipient shall have seven calendar days to prepare and deliver a written response. If the parties fail to resolve the disputes within a reasonable period of not less than ten days, either party may pursue available legal remedies.
13. **Suspension and Termination by District:**
  - A. **Suspension.** District may, without cause, order Consultant in writing to suspend, delay or interrupt its performance in whole or part. An adjustment shall be made to the completion date and for any increase in the cost of performance resulting from the suspension, delay or interruption. No adjustment shall be made to the extent that performance is or would have been suspended, delayed or interrupted by another cause for which Consultant is responsible.
  - B. **Termination for Cause.** District may terminate this Agreement for cause if Consultant refuses or fails to supply enough properly skilled workers to perform this Agreement; fails to make required payments to subcontractors; disregards laws, ordinances, rules, regulations or orders of a public authority having jurisdiction; or otherwise commits a material breach of this Agreement. When any of the foregoing causes exist, District shall give Consultant written notice and a ten-day opportunity to cure the default. If the default remains uncured, District may (without prejudice to any other rights or remedies it may have) terminate this Agreement and finish the work or cause it to be finished. If the unpaid balance of the Agreement exceeds the cost of finishing the work (including any expenses incurred by District as a result of Consultant's default), Consultant shall be entitled to payment for its performance up to the amount of such excess. If the cost of finishing the work exceeds the unpaid balance, Consultant shall pay the difference to District.
  - C. **Termination for Convenience.** District, by written notice to Consultant, may terminate this Agreement in whole or part when in the sole discretion of District it is in District's best interests to do so. Consultant shall be paid for all material, equipment and services provided, as well as reasonable termination expenses

and a reasonable allowance for profit and overhead, provided that such payments, exclusive of termination expenses, shall not exceed the total amount payable pursuant to Section 6 less any payments previously made to Consultant. Consultant shall not be entitled to profit and overhead on material, equipment and services which were not provided.

- D. Consultant's Responsibilities.** Upon receipt of a termination notice, Consultant shall (a) promptly discontinue all services (unless the notice directs otherwise), and (b) deliver or otherwise make available to District copies of all data, design calculations, drawings, specifications, reports, estimates, summaries and other information and materials developed or accumulated by Consultant in performing this Agreement.
14. **Termination by Consultant.** Consultant may terminate this Agreement upon written notice to District if performance is made impossible for a period of 30 consecutive calendar days for any of the following reasons through no act or fault of Consultant or its agents, employees or subcontractors: issuance of an order by a court or other public authority having jurisdiction; an act of government, such as a declaration of national emergency; or a natural disaster or other Act of God. Consultant may also terminate this Agreement upon written notice and a ten-day opportunity to cure if District fails to make any payment within the time set forth in Section 6. Consultant may also terminate this Agreement upon written notice if suspensions, delays or interruptions by District equal in the aggregate more than 100% of the total number of days scheduled for completion.
15. **Governing Law.** This Agreement shall be governed by the law of the State of Arizona. Any suit arising out of this Agreement shall be brought in the state courts of Arizona (with venue in Navajo County) or the federal District of Arizona, but only after informal negotiation pursuant to Section 12.
16. **Incorporation of Applicable Laws.** Every provision of law required by statute or regulation to be in this Agreement will be read and enforced as though included herein. Each party shall promptly notify the other upon discovery that any such provision has been omitted.
17. **Non-Collusion.** The provisions of A.R.S. § 38-511 are incorporated herein by this reference.
18. **One-Year Limitation on Actions.** No action shall be maintained by Consultant on any claim based upon or arising out of this Agreement unless such action is commenced within one year after District's final payment hereunder.
19. **Term.** This Contract for Professional Service is valid for one (1) year from the date the agreement was made between the two parties. Upon mutual agreement between the parties, this contract may be renewed up to four (4) additional one-year terms.
20. **Entire Agreement.** This Agreement and those documents incorporated by

reference represent the entire understanding between the parties. No amendment shall be effective unless executed by both parties with the same formality as this Agreement. Provided, however, that the District's project manager is authorized to modify the Scope of Work, in writing, with the concurrence of Consultant so long as the project is not changed substantially or significant additional compensation is not required.

21. **Severability.** The provisions of this Agreement are severable. Any provision held to be invalid or unenforceable shall not affect the validity or enforceability of any other provision.

22. **Notices.** All notices, invoices and payments shall be in writing and may be given by personal delivery or certified mail. The designated recipients are as follows:

To Consultant: Geoff Brownell, P.E., CFM  
Kimley-Horn and Associates, Inc.  
1661 E Camelback Road, Suite 400  
Phoenix, AZ 85016

To Navajo County: Jeanine Carruthers  
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 Flood Control District**

By  \_\_\_\_\_  
Bryan Layton, County Manager

ATTEST:

\_\_\_\_\_  
Melissa W. Buckley, Clerk of the Board

**Professional Services**

By: \_\_\_\_\_

Title: \_\_\_\_\_





**Board of Supervisors Regular**

**4. a.**

**Meeting Date:** 12/10/2024

**Title:** Care Committee

**Submitted For:** Lea Petersen, Deputy Commander

**Submitted By:** Lea Petersen, Deputy Commander

**Department:** Sheriff

**Presented By:** Lea Petersen

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**Subject:**

Presentation: Navajo County recognizes the following employees for their excellence in personal performance, far exceeding organization expectations for the month of November: Julius Ohlson (Facilities Management) and Brandon Andrews (Public Works)

**Background:**

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**Attachments**

Employee Recognition PPT

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Kimberly Willis	Kimberley Willis	11/22/2024 04:39 PM
Clerk of the Board	Melissa Buckley	11/25/2024 04:50 PM
Form Started By: Lea Petersen		Started On: 11/08/2024 12:42 PM
Final Approval Date: 11/25/2024		



Employee Recognition

Julius Ohlson  
Facilities



- **Teamwork:**

I always see Julius working on different projects with all the members of the maintenance crew. He seems to show others what he knows and is willing to learn from others as well; creating a team that is cohesive and can work together on anything

- **Accountability:**

Julius takes a lot of pride in his work and have heard him say on a few occasions that it bothers him when others take shortcuts because it compromises the integrity of the work.

- **Integrity:**

I don't ever see Julius being followed by or watched by a supervisor which to me, means that he is trusted and can be relied on to do what is right when nobody is looking. It says a lot about an employee's integrity to have such free reign from your boss.

- **Excellence:**

Julius is always willing to help, even when the job at hand is one that none of us wants to do. He often goes above and beyond and stays past regular work hours to finish the task he is working on, rather than leaving it for the next person.

- **Innovation:**

Julius is a real problem solver when it comes to projects and is very county budget friendly with his thriftiness and resourcefulness to repurpose things.



Brandon Andrews  
Public Works

- **Teamwork:**

Brandon epitomizes the essence of a Team Player. In every interaction I've had with him, he consistently strives to improve things. He possesses a keen eye for detail and readily offers assistance without needing to be prompted. Regardless of the circumstances, I am confident that he will step in to lend a hand whenever asked

- **Accountability:**

Brandon maintains a strong sense of accountability, ensuring that every task is completed accurately and to perfection, regardless of its nature.

- **Integrity:**

Brandon demonstrates integrity through his respect for others, sincere concern for their well-being, and by keeping his commitments.

- Excellence:

Brandon excels in every task he undertakes. For instance, at the Broadband Breaking ceremony, he arrived at the fairgrounds ready to assist. He steamed tablecloths and contributed to the decoration of the venue. He cleaned tables and chairs, arranging them meticulously. Additionally, he helped transport ice and troubleshoot the sound system. His behind-the-scenes contributions played a vital role in the success of the Broadband Breaking Ceremony.

- Innovation:

Brandon is a valuable asset to the county in everything he undertakes. I can say for certain that he is consistently lending a helping hand to others in various ways.





**Thank you.**

**Presented by:**

**C.A.R.E. Committee**

***Happy Holidays***



**Board of Supervisors Regular**

**5. a.**

**Meeting Date:** 12/10/2024

**Title:** Presentation to our outgoing elected officials

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

**Department:** Board of Supervisors

**Presented By:** Chairman Jason Whiting

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**Subject:**

Recognition and Presentation to our outgoing elected officials

**Background:**

Mike Sample – 04/18/2020 – 12/31/2024

Cammy Darris – 01/16/1996 – 12/31/2024

Kari Lopez – 11/27/2016 – 12/31/2024

Dale Nielson – 06/07/2010 – 12/31/2024

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**Form Review**

Form Started By: Melissa Buckley

Started On: 12/03/2024 09:08 AM

Final Approval Date: 12/03/2024



**Board of Supervisors Regular**

**6. a.**

**Meeting Date:** 12/10/2024

**Title:** Recognition of Honorable Dale Nielson, Presiding Judge, on his retirement

**Submitted By:** Lu Ann Garbini, Court Administrator

**Department:** Superior Court

**Presented By:** Eric Scott and Judge Ruechel

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**Subject:**

Recognition and Presentation to the Honorable Dale Nielson, Navajo County Superior Court Presiding Judge, on his retirement.

**Background:**

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**Form Review**

**Inbox**

Court Administrator (Originator)

Clerk of the Board

Form Started By: Lu Ann Garbini

Final Approval Date: 11/25/2024

**Reviewed By**

Lu Ann Garbini

Melissa Buckley

**Date**

11/18/2024 02:06 PM

11/25/2024 04:50 PM

Started On: 11/18/2024 01:57 PM



**Board of Supervisors Regular**

**6. b.**

**Meeting Date:** 12/10/2024

**Title:** Presentation to Joel Ruechel on his Retirement from Navajo County after 40+ Years of Service

**Submitted By:** Eric Scott, HR Director

**Department:** Administrative Services

**Division:** Human Resources

**Presented By:** Eric Scott and Brad Carlyon

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**Subject:**

Presentation to Joel Ruechel on his Retirement from Navajo County after 40+ Years of Service

**Background:**

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**Form Review**

**Inbox**

Clerk of the Board

Form Started By: Eric Scott

Final Approval Date: 11/25/2024

**Reviewed By**

Melissa Buckley

**Date**

11/25/2024 04:50 PM

Started On: 10/16/2024 09:39 AM



**Board of Supervisors Regular**

6. c.

**Meeting Date:** 12/10/2024

**Title:** Personnel Service Awards - October-December 2024

**Submitted For:** Eric Scott, HR Director

**Submitted By:** Crystal Castillo, Executive Secretary

**Department:** Administrative Services

**Division:** Human Resources

**Presented By:** Eric Scott

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**Subject:**

Personnel Service Awards: Congratulations to the following employees for their continued service to Navajo County: **Clark Edwards** (Superior Court) 5 years; **Jeremy Young** (Planning and Zoning) 5 years; **Donald Plunkett** (Clerk of Superior Court) 5 years; **Natalie Johnson** (Jail Operations) 5 years; **Jerald Whipple** (Public Works) 5 years; **Sonni Maestas** (Clerk of Superior Court) 5 years; **Randy McNeil** (Public Works) 5 years; **Robin Tutterrow-Wong** (Probation) 5 years; **Daryl Seymore** (BOS/Administration) 5 years; **Tiffany Hendrickson-Mellor** (Superior Court) 5 years; **Brooke Richards** (County Attorney) 5 years; **Leah Thomas** (BOS/Administration) 10 years; **Robert Ober** (Public Works) 10 years; **Bogusz Zajac** (Sheriff) 10 years; **Tonlynn Wiles** (Jail Operations) 10 years; **Rae Lynn Atencio** (Show Low Justice Court) 10 years; **Jason Whiting** (BOS/Administration) 10 years; and **Rhonda Hatch** (Assessor) 20 years.

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**Form Review**

**Inbox**

Human Resources Director

Clerk of the Board

Form Started By: Crystal Castillo

Final Approval Date: 11/25/2024

**Reviewed By**

Eric Scott

Melissa Buckley

**Date**

11/18/2024 12:47 PM

11/25/2024 04:50 PM

Started On: 11/06/2024 02:29 PM



**Board of Supervisors Regular**

**7. a. 1.**

**Meeting Date:** 12/10/2024

**Title:** OPIOID FUNDING AGREEMENT HUSHABYE NURSERY FISCAL YEAR 2024-2025

**Submitted For:** Janelle Linn, Health Director

**Submitted By:** Janelle Linn, Health Director

**Department:** NC Public Health Services District

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**Motion before the Board:**

Opioid Settlement Grant Funding Agreement between Navajo County and Hushabye Nursery

**Background:**

Funding agreement laying out terms to fund Hushabye Nursery with a one-time \$50,000 payment from Opioid Settlement Funding for their project proposal that was brought before the board and passed at the 10-22-2024 meeting.

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**Attachments**

HUSHABYE NURSERY

Hushabye Nursery Treatment & Wrap Around Services Proposal

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Jason Moore	Jason Moore	11/06/2024 11:36 AM
Health Director	Janelle Linn	11/06/2024 03:03 PM
Form Started By: Janelle Linn		Started On: 11/06/2024 11:13 AM
Final Approval Date: 11/06/2024		

**OPIOID SETTLEMENT GRANT FUNDING AGREEMENT  
BETWEEN  
NAVAJO COUNTY AND HUSHABYE NURSERY  
FISCAL YEAR 2024-2025**

This Opioid Settlement Grant Contract (hereinafter referred to as “this Contract”), is made and entered into by and between Navajo County, a political subdivision of the State of Arizona (hereinafter referred to as the “COUNTY”), and HUSHABYE NURSERY, a Domestic non-profit corporation (hereinafter referred to as “HUSHABYE NURSERY” or “HBN”). COUNTY and HUSHABYE NURSERY may each be referred to individually as a “Party” and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, COUNTY is a political subdivision of the State of Arizona, and pursuant to A.R.S. § 11-201, Navajo County may enter into contracts as necessary for the exercise of its powers; and,

**WHEREAS**,; HUSHABYE NURSERY is a Domestic non-profit corporation with a vision and purpose of doing the following:

- **Supporting mothers and families:** HBN offers a safe and inclusive space for mothers, families, and caregivers from pregnancy through childhood. This includes providing Opioid Use/Substance Use Disorder (OUD/SUD) medically assisted treatment, mental health services, parenting classes, education and housing referrals.
- **Treating NAS:** HBN’s short-term medical care helps infants recover from Neonatal Abstinence Syndrome (NAS) in a therapeutic environment.
- **Building resilience:** Hushabye Nursery works to empower families and build a support system that fosters hope and a positive future.
- **Reducing stigma:** They actively educate the community to dispel negative stereotypes surrounding substance use disorder and NAS.

; and,

**WHEREAS**, COUNTY has received settlement funds through the One Arizona Distribution of Opioid Settlement Funds Agreement (“Settlement”) which are to be spent on Opioid Abatement Strategies as set out in Exhibit A of the Settlement and attached hereto as Attachment “A”; and

**WHEREAS**, COUNTY desires to enter into this Contract with HUSHABYE NURSERY to fulfill the Opioid Abatement Strategies using Settlement funds.

**NOW THEREFORE**, the Parties enter into this agreement upon the terms and conditions set out below.

1. **CONTRACT TYPE.** This Contract shall be a one-year contract.

**2. TERM.** This Contract shall be for funding for the 2024-2025 fiscal year. This Contract may only be extended by mutual written agreement of the Parties and only if appropriate funding, as determined by the County, is available.

**3. TERMINATION.**

**3.1 TERMINATION WITHOUT CAUSE OR FOR CONVENIENCE** – Each Party shall have the right to terminate this Contract without cause or for its convenience with ninety (90) days written notice specifying the termination date.

**3.2 TERMINATION FOR DEFAULT** – COUNTY reserves the right to terminate this Contract, in whole or in part, due to the failure of HUSHABYE NURSERY to comply with any material obligation, term or condition of this Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing this Contract. In the event COUNTY terminates this Contract, in whole or in part, as provided in this paragraph, COUNTY may procure, upon such terms and in such manner as deemed appropriate, services or materials, similar to those terminated, and HUSHABYE NURSERY shall be liable to COUNTY for any excess costs incurred by the COUNTY in obtaining such similar services or materials.

**3.3 CANCELLATION FOR CONFLICT OF INTEREST** – This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

**3.4 NON-APPROPRIATION OF FUNDS.** The Parties recognize and acknowledge that that Navajo County is a governmental entity and this Agreement's validity is based upon the availability of opioid settlement funding. In the event such funds are not available for the performance of a Party's obligations under this Agreement, then Navajo County shall notify HBN in writing of any such non-allocation of funds at the earliest possible date, and this Agreement shall automatically expire without penalty to either Party. If Navajo County's allocation of settlement payments are reduced, then the scope of this Agreement may be reduced, if appropriate and agreed in writing by the Parties, or this Agreement may be cancelled without further duty or obligation.

**3.5 FORCE MAJEURE** - Except for the duty to pay earned wages/contracted prices for goods or services actually provided, neither Party shall be liable in any manner for any delay or failure that last longer than thirty (30) days to perform its obligations under this Contract arising out of or caused, directly or indirectly, by circumstances beyond such Party's reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; pandemics; epidemics; viral or communicable disease outbreaks; quarantines; riots; power failures; computer failure and any such circumstances beyond a Party's reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software), or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental emergency action; changes to applicable laws and regulations; or inability to obtain labor, material, equipment or transportation. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after



the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and, if practicable, (b) use commercially reasonable efforts to remove any such causes and resume performance under this Contract.

**3.7 CONTINUATION OF PERFORMANCE THROUGH TERMINATION** – Upon receipt of a notice of termination or cancellation and until the effective date of the notice of termination or cancellation, HUSHABYE NURSERY shall perform work consistent with the requirements of this Contract and, if applicable, in accordance with a written transition plan approved by COUNTY. If this Contract is terminated in part, HUSHABYE NURSERY shall continue to perform in accordance with the terms and conditions of this Contract to the extent not terminated. After receiving the notice of termination, HUSHABYE NURSERY shall immediately notify all of its subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, HUSHABYE NURSERY and subcontractors shall stop all work.

**3.8 DISPOSITION OF PROPERTY** – Upon termination of this Contract, all property of COUNTY and all materials paid for by COUNTY shall be delivered to COUNTY upon demand.

**4. HUSHABYE NURSERY REPRESENTATIONS, WARRANTIES, AND OBLIGATIONS.**

**4.1** HUSHABYE NURSERY agrees to allow COUNTY to monitor and oversee HUSHABYE NURSERY's use of Settlement funds and other activities related to the proposal HBN submitted to the County in applying for the settlement funds, and the terms of that proposal are included herein by reference, in order to ensure that the activities comply with the regulatory and auditing requirements and the terms and conditions of the Settlement.

**4.2** COUNTY, in COUNTY's sole and absolute discretion, may require HUSHABYE NURSERY to provide records and documentation to COUNTY during the term of this Contract and after expiration or termination of this Contract. HUSHABYE NURSERY shall comply with requests from COUNTY for records and documentation within two (2) business days. All records and documentation submitted by HUSHABYE NURSERY to COUNTY must be accurate, thorough, and acceptable to COUNTY, in COUNTY's sole and absolute discretion.

**4.3** HUSHABYE NURSERY agrees at all times, both during and after expiration or termination of this Contract, to maintain and preserve its records in a manner consistent, and in compliance, with all applicable laws and regulations.

**4.4** All of HUSHABYE NURSERY's representations, warranties, and obligations under this Section shall survive expiration or termination of this Contract.

**4.5 Annual Reports:** Contractor shall submit an annual written report to comply with the One Arizona Settlement Funds Agreement reporting responsibilities.

**4.6 Financial and Compliance Audits for Non-Profit Corporations.** HUSHABYE NURSERY is a nonprofit corporation as defined in A.R.S. § 10-3140 and shall comply with the following financial and compliance audit requirements as required by A.R.S. § 11-624:

a. If HUSHABYE NURSERY receives in excess of \$100,000 (one hundred thousand dollars) in county assistance in any fiscal year it shall file for each such fiscal year at the corporation's expense with the board of supervisors either audited financial statements prepared in accordance with federal single audit regulations or financial statements prepared in accordance with generally accepted accounting principles and audited by an independent certified public accountant.

b. If HUSHABYE NURSERY receives \$50,000 (fifty thousand dollars) to \$100,000 (one hundred thousand dollars) in county assistance in any fiscal year it shall file biennially at the corporation's expense with the board of supervisors either an audited annual financial statement for the most recently completed even-numbered year prepared in accordance with federal single audit regulations or a financial statement for the most recently completed even-numbered year prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant.

c. If HUSHABYE NURSERY receives less than (\$50,000) fifty thousand dollars in county assistance in any fiscal year it shall comply with contract requirements concerning financial and compliance audits contained in contract agreements governing such programs.

d. For purposes of this section fiscal year means the Navajo County Fiscal year beginning July 1st and ending the following June 30th.

## **5. COUNTY OBLIGATIONS.**

**5.1** COUNTY will have up to sixty (60) days after the execution of this document to provide payment for the goods and services provided under HBN's proposal to the County. In no event shall total payments under this contract exceed \$50,003.43. In the event of contract renewals for subsequent fiscal years, the parties may negotiate an amount not to exceed a 5% increase from one fiscal year to the next.

**6. INSURANCE REQUIREMENTS.** HUSHABYE NURSERY and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the HUSHABYE NURSERY, its agents, representatives, employees, volunteers, or subcontractors.

**6.1** The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

**6.2** If HUSHABYE NURSERY maintains broader coverage and/or higher limits than the minimums contained herein, Navajo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by HUSHABYE NURSERY. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage, which are applicable to a given loss, shall be available to Navajo County.

**6.3** Navajo County in no way warrants that the minimum limits contained herein are sufficient to protect HUSHABYE NURSERY from liabilities that might arise out of the performance of the work under this Contract by HUSHABYE NURSERY, its agents, representatives, employees, or subcontractors. HUSHABYE NURSERY is free to purchase such additional insurance as may be determined necessary.

**6.4** MINIMUM SCOPE AND LIMITS OF INSURANCE – HUSHABYE NURSERY shall provide coverage with limits of liability not less than those stated below:

**6.4.1** Commercial General Liability – Occurrence Form

**6.4.2** Policy shall include bodily injury, property damage, ongoing and completed operations, and broad form contractual liability with minimum limits as follows:

General Aggregate \$2,000,000

Products –Complete Operations Aggregate \$1,000,000

Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

**6.4.3** The policy shall be endorsed to include the following additional insured language: “The County of Navajo shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, HUSHABYE NURSERY.”

**6.4.4** Commercial General Liability Additional Insured Endorsement shall include HUSHABYE NURSERY’s ongoing and completed operations.

**6.4.5** Policy shall contain a waiver of subrogation endorsement, as required by this Contract, in favor of the County of Navajo and its departments, agencies, officers, officials, agents, employees, and volunteers for losses arising from work performed by or on behalf of HUSHABYE NURSERY.

**6.4.6** HUSHABYE NURSERY’s subcontractors shall be subject to the same minimum requirements identified above. HUSHABYE NURSERY shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificate of insurance and endorsements for each subcontractor.

**7. WORKER’S COMPENSATION AND EMPLOYERS’ LIABILITY –**  
HUSHABYE NURSERY shall provide Workers’ Compensation Statutory Employers’ Liability with minimum limits as follows:

Each Accident \$1,000,000  
Disease – Each Employee \$1,000,000  
Disease – Policy Limit \$1,000,000

**7.5.1** HUSHABYE NURSERY's Policy shall contain a waiver of subrogation endorsement, as required by this Contract, in favor of the County of Navajo and its departments, agencies, officers, officials, agents, employees, and volunteers for losses arising from work performed by or on behalf of HUSHABYE NURSERY.

**7.5.2** This requirement shall not apply to HUSHABYE NURSERY or subcontractor thereof that is exempt under A.R.S. § 23-901, and when HUSHABYE NURSERY or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

**7.5.3** HUSHABYE NURSERY's subcontractors shall be subject to the same minimum requirements identified in this section. HUSHABYE NURSERY shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor.

**8. ADDITIONAL INSURANCE REQUIREMENTS** – HUSHABYE NURSERY's policies shall include, or be endorsed to include: HUSHABYE NURSERY's insurance coverage shall be primary insurance and include HUSHABYE NURSERY's ongoing and completed operations and any insurance carried by the County of Navajo shall be excess and non-contributory with respect to all other available sources.

**9. NOTICE OF CANCELLATION** – For each insurance policy required by the insurance provisions of this Contract, HUSHABYE NURSERY shall provide to Navajo County, within two (2) business days of receipt, a notice if a policy is suspended, voided, canceled, reduced in coverage, or endorsed to lower limits.

**10. ACCEPTABILITY OF INSURERS** – Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than A- VIII. Navajo County in no way warrants that the above required minimum insurer rating is sufficient to protect HUSHABYE NURSERY from potential insurer insolvency.

**11. VERIFICATION OF COVERAGE** – HUSHABYE NURSERY shall furnish Navajo County with certificates of insurance (ACORD) form or equivalent approved by Navajo County, if requested. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

**12. INDEMNIFICATION.** To the fullest extent permitted by law, HUSHABYE NURSERY (as "Indemnitor") hereby agrees to defend, indemnify, and hold harmless Navajo County and its departments, agencies, officers, officials, agents, employees, and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims,

actions, liabilities, damages, losses, or expenses (including, but not limited to, court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused as a direct or indirect result of any acts or omissions of HUSHABYE NURSERY or any of its owners, officers, directors, agents, employees, or subcontractors, regardless of whether or not such Claims are caused in part by a Party indemnified hereunder. This indemnity includes, but is not limited to, any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such HUSHABYE NURSERY to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is agreed that HUSHABYE NURSERY will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. HUSHABYE NURSERY shall not be obligated to defend Indemnitee against any Claims or indemnify Indemnitee resulting solely from the negligence or willful misconduct of Indemnitee and not in any way resulting from any act or omission of HUSHABYE NURSERY or anyone directly or indirectly employed by HUSHABYE NURSERY or anyone for whose acts HUSHABYE NURSERY may be liable. HUSHABYE NURSERY agrees to waive all rights of subrogation against Navajo County, its departments, agencies, officers, officials, agents, employees, and volunteers for losses arising from the work performed by HUSHABYE NURSERY for Navajo County. This indemnification shall survive the termination of this Contract. Any insurance, its limits, amount and type required herein to be maintained by HUSHABYE NURSERY shall in no way be construed as limiting the scope of this Indemnity.

**13. NOTICES.** All notices required or permitted to be given under the terms of this Contract shall be in writing, and shall be effective upon hand delivery, deposit with a reputable overnight courier such as FedEx for overnight delivery or three (3) business days after deposit with the U.S. Mail via certified or registered mail, postage prepaid, return receipt requested with a courtesy copy via e-mail as follows:

If to COUNTY to:

Navajo County  
Attn: Clerk of the Board  
(Melissa Buckley or Successor)  
P.O. Box 668  
Holbrook, AZ 86025  
E-mail: [melissa.buckley@navajocountyaz.gov](mailto:melissa.buckley@navajocountyaz.gov)

If to HUSHABYE NURSERY to:

Hushabye Nursery  
3003 E. McDowell Road  
Phoenix, AZ 85008

E-mail: \_\_\_\_\_ (to be filled in my contractor)

The Parties shall have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other Party.

**14. RELATIONSHIP OF PARTIES.** Nothing contained in this Contract shall be deemed or construed as creating a joint venture, partnership, agency, employment, or fiduciary relationship between the Parties. The Parties' employees shall not be considered employees of the other Party, and neither Party's personnel will, by virtue of this Contract, be entitled nor eligible, by reason of this Contract, to participate in any benefits or privileges given or extended by the other Party to its employees. Neither Party shall be liable for any debts, accounts, obligations nor be responsible for other liabilities whatsoever of the other, including (without limitation) the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

**15. THIRD PARTIES.** Nothing in this Contract shall be deemed to create any right in any person not a Party hereto. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against Contractor or COUNTY. This Contract is not intended to benefit any third party.

**16. IMPLIED CONTRACT TERMS.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated herein.

**17. ASSIGNMENT.** No Party to this Contract may assign any of its rights or responsibilities under this Contract, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of the other Parties. No Party may delegate any performance under this Contract, except with the prior written consent of the other Parties. Any purported assignment of rights or delegation of performance in violation of this section is void.

**18. WAIVER.** A Party's failure or neglect to enforce any term, covenant, condition, right, or duty in this Contract is neither a waiver of any term, covenant condition, right, or duty, nor is it deemed to be a waiver of that Party's rights or remedies under this Contract. A waiver or extension is only effective if it is in writing and signed by the Party granting it. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy. One or more waivers by a Party of any term, covenant, condition, right, or duty in this Contract shall not be construed as a waiver of a subsequent default or breach of the same covenant, term, condition, right, or duty.

**19. HEADINGS AND CONSTRUCTION OF AGREEMENT.** In construing this Contract, all headings and titles are for the convenience of the Parties and for organizational purposes only and shall not be considered in interpreting the meaning of any provision in this Contract or considered a part of this Contract. Whenever required by the context, each number shall include the plural, each gender shall include all genders, and unless the context otherwise requires, the word "person" shall include corporation, firm, or association.

**20. FAIR MEANING.** This Contract shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning, as a whole, as if both Parties had prepared it.

**21. COMPLIANCE WITH LAW.** The Parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this Contract, including environmental laws.

**22. LEGAL ARIZONA WORKERS ACT COMPLIANCE.** The Parties hereby warrant that they will at all times during the term of this Contract 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, and the Parties shall have the right to terminate this Contract 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 who performs work pursuant to this Contract to verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.

**23. CONTRACTING; PROCUREMENT; INVESTMENT; PROHIBITIONS. HUSHABYE NURSERY hereby provides a written certification that HUSHABYE NURSERY is not currently engaged in and agrees for the duration of this Contract to not engage in, a boycott of Israel.**

**24. NON-DISCRIMINATION AND CIVIL RIGHTS COMPLIANCE.** The Parties shall comply with all applicable state executive orders, including State Executive Order 2009-09, and federal and state laws, rules and regulations, including the legal requirements relating to nondiscrimination and nondiscriminatory use of federal and state funds, and which mandate, in part, that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. Entities receiving federal financial assistance shall not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department’s implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department’s implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94- 135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin, or disability.

**25. GOVERNING LAW AND VENUE.** This Contract shall be governed by, and construed and enforced, in accordance with the laws of the State of Arizona. Any action or claim arising from, under, or pursuant to this Contract shall be brought in the courts, state or federal, within the State

of Arizona, and the Parties expressly waive the right to bring any legal action or claim in any other court. The Parties hereby consent to venue in Navajo County for all purposes in connection with any action or proceeding commenced between the Parties hereto in connection with or arising from this Contract. Any changes in the governing laws, rules, and regulations that do not materially affect HUSHABYE NURSERY's obligations under this Contract during the Term of this Contract will apply but will not require an Amendment.

**26. MATERIAL CHANGE IN LAW OR REGULATION.**In the event of adoption of legislation, regulations, or instructions or the initiation of an enforcement action by a governmental agency, any of which materially affects the legality of this Contract or the relationship among the Parties hereto, either Party may propose amendments to this Contract to bring this Contract into conformity with such laws. If COUNTY and HUSHABYE NURSERY are unable to reach agreement on the renegotiation of this Contract within thirty (30) days of the initiation of negotiations, then either Party may terminate this Contract upon written notice to the other Party.

**27. SEVERABILITY/UNENFORCEABLE PROVISIONS.** In the event that any of the provisions of this Contract are held to be unenforceable or invalid, the validity and enforceability of the remaining provisions shall not be affected and effect shall be given to the intent manifested by the provisions held enforceable and valid. If any of the provisions of this Contract are inapplicable to a person or circumstance, the same provisions shall remain applicable to all other persons and circumstances.

**28. RETENTION AND INSPECTION OF RECORDS.** Each Party shall make, and shall contractually require each subcontractor to make, all books, accounts, reports, files, and other records, whether in written or electronic form, relating to the performance of this Contract open to inspection and audit at reasonable times during regular business hours. Each Party shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files, and other records relating to the performance of this Contract for a period of at least six (6) years after termination of this Contract, or in accordance with the Arizona's Prescription Drug Overdose Prevention Program IGA, whichever is longer.

**29. SURVIVAL.** The representations, warranties, obligations, and conditions in Sections 4 and 20 shall survive the expiration or termination of this Contract.

**30. ALTERNATIVE DISPUTE RESOLUTION.** Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.

**31. WAIVER OF JURY TRIAL.** The Parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Contract.

**32. PAROL EVIDENCE.** This Contract is intended by the Parties as a final and complete expression of their agreement. No course of prior dealings between the Parties and no usage of the trade shall supplement or explain any terms used in this Contract.



**33. ENTIRE AGREEMENT.** This Contract contains the entire, integrated agreement of the Parties and there are no oral agreements, understandings, or representations relied upon by the Parties. This Contract supersedes all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to this Contract must be in writing and signed by all Parties.

**34. COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when 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. The Parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, and to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Signatures sent by electronic means (facsimile, scanned and sent via e-mail, or signed by electronic signature service where legally permitted) shall be deemed original signatures. The Parties expressly waive any objection to the admissibility of this Contract on the grounds that it is an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature. Each Party may sign any number of copies of this Contract, and each signed copy shall be deemed to be an original, but all of them together shall represent one and the same agreement.

**29. LEGAL AGREEMENT.** This Contract is an important, binding legal document, and each Party warrants it has had an opportunity to consult with an attorney about the terms set forth herein. Each Party acknowledges that it understands the meaning of all terms contained herein and agrees to their application and enforceability. Each Party acknowledges and represents that it is duly organized, validly existing, and in good standing, and has the right, power, and authority to enter into this Contract and bind itself hereto through the person set forth as signatory for the Party below. The person signing this Contract represents and warrants that he or she is duly authorized and has the legal capacity to execute this Contract.

~ Signature Page Follows ~

**APPROVALS**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Contract to be executed by duly authorized officials and have affixed their signatures to this Contract on the date written below.

**COUNTY:** Navajo County, a political subdivision of the State of Arizona

\_\_\_\_\_  
Chair  
Navajo County Board of Supervisors

**ATTEST:**

Date:

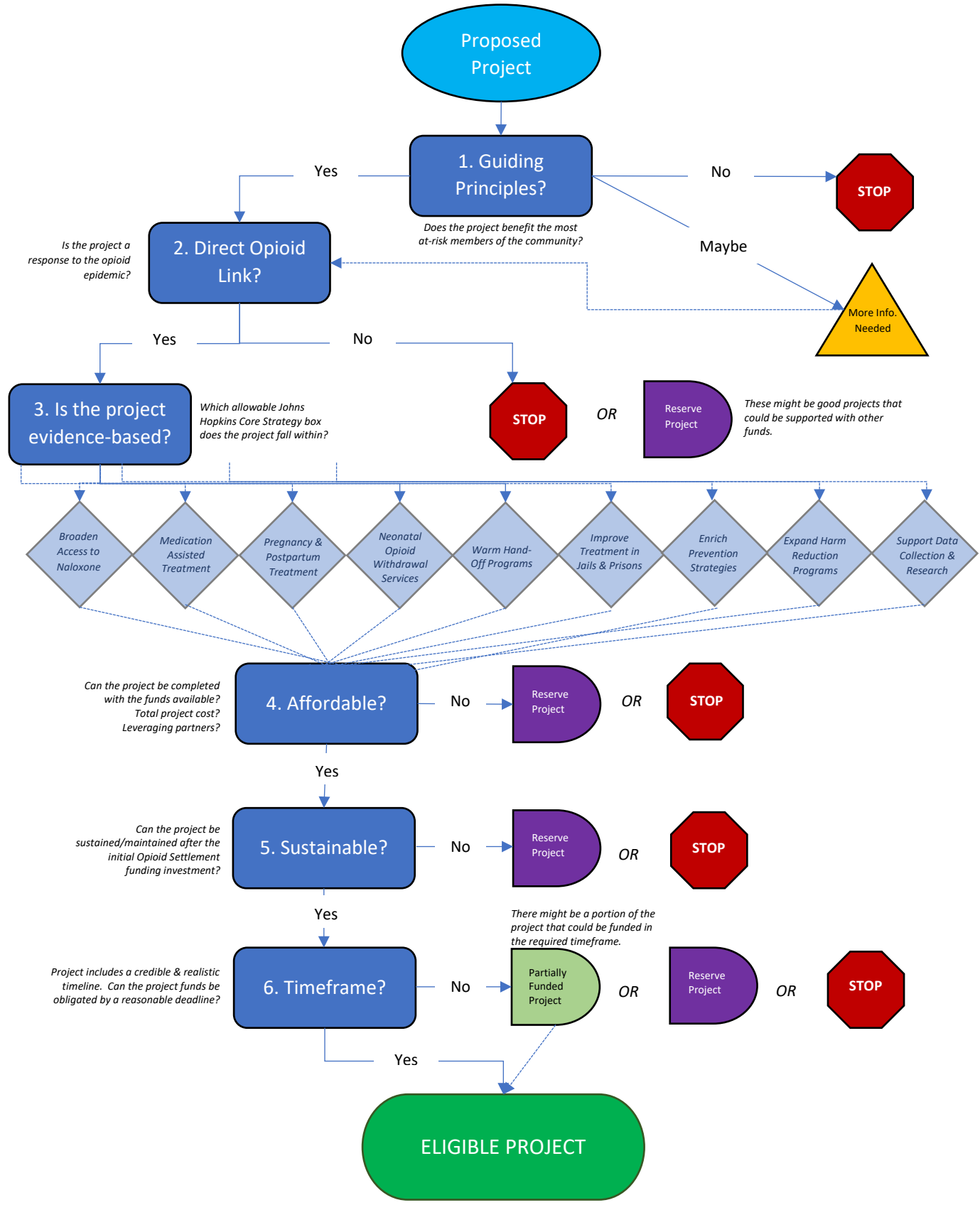
\_\_\_\_\_  
Melissa Buckley, Clerk of the Board  
Navajo County Board of Supervisors

**CONTRACTOR:** Hushabye Nursery

\_\_\_\_\_  
Authorized Representative

# Opioid Settlement Agreement Funding Project Vetting Process Map

This document is intended to be a guide in helping determine if a proposed project should be funded with Opioid Settlement Agreement dollars.



These projects should be recommended to the BOS for final approval.

Approved by the Board of Supervisors:

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## Proposed Opioid Settlement Agreement Funding Project Information Form

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### Navajo County Guiding Principles

*Opioid Settlement Agreement funding is a limited opportunity to invest in the quality of life and to enhance opportunities by funding transformational projects and programs to improve the health of those directly impacted by the opioid epidemic in Navajo County.*

- Goals: *Identify and remove barriers that limit positive and healthy prevention & recovery in our communities*
- Guiding Principles
  - ✓ *Spend money to save lives*
    - *Supplement rather than supplant existing funding*
    - *Don't spend all the money at once or on one initiative*
    - *Report to the public where the money is being spent & measures to determine success*
  - ✓ *Use evidence to guide spending*
    - *Direct funds to programs supported by evidence*
    - *Remove policies that may block adoption of programs that work*
    - *Build data collection capacity*
  - ✓ *Invest in youth prevention*
    - *Direct funds to evidence-based or evidence-informed interventions*
  - ✓ *Focus on racial equality*
    - *Invest in communities affected by discriminatory policies*
    - *Support diversion from arrest & incarceration*
    - *Fund anti-stigma campaigns*
    - *Involve community members in solutions, including those with lived experience*
  - ✓ *Develop a fair & transparent process for deciding where to spend the funding*
    - *Determine areas of greatest need*
    - *Receive input from groups that touch different parts of the epidemic to develop the plan*
    - *Ensure representation that reflects the diversity of affected communities when allocating funds*

### Proposed Opioid Settlement Agreement Funding Project Information

Organization Proposing Project: Hushabye Nursery

Project Contact Person: Tara Sundem Executive Director

Contact Phone: 480-486-6065

Contact Email: tara.sundem@hushabyenursery.org

Please provide a description of the project and stakeholders that would be involved:

[Please see narrative answers in attachment](#)

1. How does the project support the County's Guiding Principles? Does the project benefit the population most impacted in Navajo County Community?
  
2. Does the project have a direct link to addressing the opioid crisis? Is it a response to the impacts of the epidemic? Explain how.

Approved by the Board of Supervisors:

3. Which allowable expense box might the project fit into? (check any that may apply and provide explanation)

- |  |   |
|--|---|
| <input type="checkbox"/> Broaden Access to Nalaxone                          | <input type="checkbox"/> Improve Treatment in Jails & Prisons |
| <input type="checkbox"/> Increase use of Medication Assisted Treatment       | <input type="checkbox"/> Enrich Prevention Strategies         |
| <input type="checkbox"/> Provide Pregnancy/Postpartum Treatment/Support      | <input type="checkbox"/> Expand Harm Reduction Programs       |
| <input type="checkbox"/> Expand Neonatal Opioid Withdrawal Syndrome Services | <input type="checkbox"/> Support Data Collection & Research   |
| <input type="checkbox"/> Fund Warm Hand-Off Programs & Recovery Services     |   |

Comments to explain how project proposal aligns with one or more core strategies:

4. How much is the project expected to cost? How much is being requested from Opioid Settlement Agreement funds for the project? Are there any other entities, organizations or grants that could help fund the project?
5. Are there any other entities, organizations or grants that could help fund the **ongoing** costs? How could the project be sustained (funded) after the initial opioid settlement agreement funding investment?
6. Is the project evidence-based or evidence-informed? Please detail the evidence-based/informed practices the project will utilize to establish an effective process, as well as detail project evaluation to measure effectiveness.
7. How long would it take to complete the project? *A project timeline, complete with reasonable deadline, should be submitted with the proposal.*

This support would sustain a portion of the project for a 12-month cycle. Please see below for a project plan timeline.

See attached Project Timeline

Approved by the Board of Supervisors:

**From:** [Betsy Ganz](#)  
**To:** [Melissa Buckley](#)  
**Subject:** RE: EXTRE: Hushabye Nursery Grant Request-\$50,000-Navajo County Opioid Settlement Agreement Funding  
**Date:** Saturday, June 1, 2024 9:03:07 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image006.png](#)

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**Caution: This email originated from outside of Navajo County.**

Thank you , Melissa!

I wanted to let you know we were notified late yesterday afternoon that Mohave County had awarded Hushabye Nursery \$50,000 (25%) for this program. I submitted our request to you without knowing the outcome of the Mohave County request (we received notice last week of 25% support from Yavapai County and that information was included as an additional funder for this project), but wanted to share with you as soon as we were notified.

Very Gratefully,

Betsy Ganz  
Hushabye Nursery  
[www.hushabyenursery.org](http://www.hushabyenursery.org)

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**From:** Melissa Buckley <Melissa.Buckley@navajocountyaz.gov>  
**Sent:** Friday, May 31, 2024 8:09 AM  
**To:** Betsy Ganz <betsy.ganz@hushabyenursery.org>  
**Subject:** EXTRE: Hushabye Nursery Grant Request-\$50,000-Navajo County Opioid Settlement Agreement Funding

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you this has been received.

*Thank you,*

Melissa W. Buckley, MMC

Clerk of the Board  
Navajo County, AZ



**Email:** [melissa.buckley@navajocountyaz.gov](mailto:melissa.buckley@navajocountyaz.gov)

**Web:** [www.navajocountyaz.gov](http://www.navajocountyaz.gov) **Address:** 100 East Code Talkers Drive, Holbrook, AZ 86025

**Teamwork | Accountability | Integrity | Excellence | Innovation**

*To ensure compliance with the Open Meeting Law, recipients of this message should not forward it to other members of the Board. Members of the Board may reply to this message, but they should not send a copy of their reply to other members.*

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**From:** Betsy Ganz <[betsy.ganz@hushabyenursery.org](mailto:betsy.ganz@hushabyenursery.org)>

**Sent:** Friday, May 31, 2024 7:25 AM

**To:** Melissa Buckley <[Melissa.Buckley@navajocountyaz.gov](mailto:Melissa.Buckley@navajocountyaz.gov)>

**Subject:** Hushabye Nursery Grant Request-\$50,000-Navajo County Opioid Settlement Agreement Funding

You don't often get email from [betsy.ganz@hushabyenursery.org](mailto:betsy.ganz@hushabyenursery.org). [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

Hi Melissa,

Thank you for the opportunity to submit our Hushabye Nursery program Mending Mamas to Navajo County for Opioid Settlement Agreement Funding.

Hushabye Nursery is thankful for the opportunity to partner with you in this important work.

Very Gratefully,

Betsy Ganz

Hushabye Nursery

Fund Development

602-361-5808

[www.hushabyenursery.org](http://www.hushabyenursery.org)

# **Hushabye Nursery- Mending Mamas**

## **SUD/ODU Outreach, Treatment and NAS Care for Infants**

### **Navajo County Project Timeline**

**June 2024-** Reestablish Project Goals and Measures (KPIs); Weekly Servicing Review using KPI performance goals (ongoing through project)

**July 2024** Outreach, existing MOUs, identify, confirm and establish new partner collaborations

**Aug 2024-** 90-day Assessment/Improvement- Nichole, Janelle, Alicia, Cyndi- HBN Team

**Sept 2024** -Weekly servicing reviews

**Oct 2024-** Weekly servicing reviews

**Nov 2024-** 90-day Assessment/Improvement (6-month review)- Nicole, Janelle, Alicia, Cyndi

**Dec 2024-** Weekly servicing reviews

**Jan 2025-** Weekly servicing reviews/2024 Assessment

**Feb 2025-** 2024 Recommendations/90 day Assessment/Improvement- Nicole, Janelle, Alicia, Cyndi

**Mar 2025-** Final Grant reporting and recommendations for improvements- Hushabye Team

**Apr 2025-** Weekly servicing reviews

**May 2025-** 90-Day Assessment

**June 2025-** Annual Assessment Final Grant reporting Preparation

[www.hushabyenursery.org](http://www.hushabyenursery.org)



# Hushabye Nursery- Mending Mamas

## SUD/ODD Outreach, Treatment and NAS Care for Infants

### 1. How does the project support the County's Guiding Principles?

The goals of the Guiding Principles of Navajo County and the mission statement of Hushabye Nursery (HBN) deeply align; to improve the health of those directly impacted by the opioid epidemic in Navajo County and to provide comprehensive and compassionate care to newborns affected by Neonatal Abstinence Syndrome (NAS) and their families. Here are the key aspects of the mission of Hushabye Nursery:

- **Supporting mothers and families:** HBN offers a safe and inclusive space for mothers, families, and caregivers from pregnancy through childhood. This includes providing Opioid Use/Substance Use Disorder (OUD/SUD) medically assisted treatment, mental health services, parenting classes, education and housing referrals.
- **Treating NAS:** HBN's short-term medical care helps infants recover from NAS in a therapeutic environment.
- **Building resilience:** Hushabye Nursery works to empower families and build a support system that fosters hope and a positive future.
- **Reducing stigma:** They actively educate the community to dispel negative stereotypes surrounding substance use disorder and NAS.

Hushabye Nursery aims to improve the lives of children and families struggling with NAS in Navajo County by providing holistic care and promoting long-term well-being.

Hushabye Nursery was able to open a 12-bed residential detoxification nursery on November 15, 2020, with the objectives of caring for infants suffering from NAS and providing intensive family services to their caregivers as part of Arizona's response to the opioid crisis. Hushabye Nursery is licensed with the Arizona Department of Health as a Level 1 Sub-Acute Facility and is accredited through CARF International. Hushabye Nursery's integrated, comprehensive approach is the FIRST and ONLY of its type in Arizona and only the third in the nation. After three years of residential clinical treatment for almost 800 babies served, Hushabye Nursery has touched but a fraction of the babies in need of our care.

## **Does the project benefit the population most impacted in Navajo County Community?**

Hushabye Nursery's primary objective of this request is to meet all Navajo County moms experiencing substance use disorder prenatally to provide life-saving NAS care for their infants and to provide compassionate behavioral health care and equal access to coordinated care resources. Better access to services through Hushabye Nursery will improve SDOH (Social Determinants of Health) for Navajo County infants, moms, families and caregivers through Navajo County hospitals navigation and enhanced community referrals through a trauma informed lens.

Navajo County has seen a significant rise in opioid-related issues. Hospital visits due to opioids quadrupled between 2008 and 2017, and the county has a higher rate of opioid-related deaths than both the state and national averages. According to the Navajo County 2019 Overdose Fatality Report, 45% of the fatalities reported mental health issues and 53% were women.

Hushabye Nursery seeks to reach out to Navajo County moms struggling with OUD prenatally so they may receive NAS services and wraparound maternal mental health services and support services for the family and caregivers in Navajo County. HBN will identify sources in the Navajo County community who are working in the OUD/SUD space to identify moms who need our help. HBN will be speaking at the 50<sup>th</sup> Annual Rural Health Conference in Flagstaff June 4-5 and will connect with additional providers in the rural community space to address health disparities and access to NAS care and SUD/OUD treatment. Additionally Hushabye Nursery has connected with Community Medical Services in Show Low, Community Bridges, and Summit Health Regional Medical Center (Brenda, Lunt, Susie Salvo-Wendt, Nancy Mitchell) Navajo County Justice Department/Adult Probation (Jason Cash) Hope Inc. Arizona Horizons, Peer Support Organization (Becca King, COO), Navajo County COPE Program (County Overdose Prevention and Engagement-Dawn Wilson) Care 1<sup>st</sup>-Vicky Cons, Director of Behavioral Health Services, Northland Therapy Services, Dyan Roosma, Healthy Families Program Manager Navajo County and Gina Cornwell, Program Supervisor for Winslow/Holbrook. HBN anticipated referrals to increase within Navajo County through the implementation of this proposed project.

## **2. Does the project have a direct link to addressing the opioid crisis? Is it a response to the impacts of the epidemic? Explain how.**

Yes. Hushabye Nursery treats infants with Neonatal Abstinence Syndrome (NAS) and provides treatment (MAT), Behavioral health counseling and referrals for all our moms who experience OUD/SUD.

The US National Institute for Mental Health states mental health disorders can contribute to opioid use disorder (OUD) and substance use disorder (SUD). People with a mental disorder

(e.g., anxiety, depression, PTSD) may use drugs to self-medicate. Arizona drug use among pregnant women skyrocketed by 80% from 2015 to 2019. All Hushabye moms struggle with OUD/SUD and face incredible stigma: From a lack of understanding that opioid use disorder is a brain disease, to perceptions that their dangerous choices are of free will. Such fragmentation exacerbates their inherent fear, lack of trust, and origin mental health issues. Ninety-six percent (96%) of Hushabye mothers meet the federal guidelines for poverty. Sixty-nine percent (69%) have a history of domestic violence, fifty-one percent (51%) experience sexual violence, and over thirteen percent (13%) have been victims of human sex trafficking. Race/Ethnicity: 35% Hispanic/Latino; 20% Caucasian; 20% Declined Answer; 7% African American; 7% Multi-Racial; 5% American Indian/Alaskan Native; 6% Other.

**3. Which allowable expense box might the project fit into? (check any that may apply and provide explanation)**

- Broaden Access to Nalaxone
- Increase use of Medication Assisted Treatment
- Provide Pregnancy/Postpartum Treatment/Support
- Expand Neonatal Opioid Withdrawal Syndrome Services
- Fund Warm Hand-Off Programs & Recovery Services
- Improve Treatment in Jails & Prisons
- Enrich Prevention Strategies
- Expand Harm Reduction Programs
- Support Data Collection & Research

**Comments to explain how project proposal aligns with one or more core strategies:**

**This Hushabye Nursery project (Mending Mamas) meets the abatement strategy as outlined in Exhibit A of the One Arizona Opioids Settlement Funds Agreement:**

Hushabye Nursery directly provides care to infants suffering from substance withdrawal (Neonatal Abstinence Syndrome). HBN empowers moms, families and caregivers with wraparound behavioral health and counseling support services that address, prevention, harm reduction, safe parenting, Treatment and recovery from OUD/SUD.

Hushabye Nursery directly provides Section A at varying levels; Section B; Directly or through referral: Section C: 1,6,9,10,12,14,16 (balance is referred); Section D- Hushabye supports families through the justice court process in navigating Department of Child Safety (DCS) cases (not listed but would fall under Section D) Section E- All services ;referral for E-2; Referral or Direct Involvement- Sections G,H, I,J,K,L (Research-Impact Reporting)

Hushabye Nursery is a SAMSA grant awardee of the Recovery Innovation Challenge Grant

**4. How much is the project expected to cost? How much is being requested from Opioid Settlement Agreement funds for the project? Are there any other entities, organizations or grants that could help fund the project?**

Total cost for the Mending Mamas project is \$200,000 . **Hushabye Nursery is respectfully requesting \$50,000 of support from Navajo County-** approximately 25% of the project. Hushabye Nursery has requested funding from Mohave County and Yavapai County for this program. Hushabye Nursery has received a pledge of \$50,000 from Yavapai County so far and the Mohave County award is pending. The balance of funds would be generated through fee for services. This work will help to serve approximately 350 moms, their babies and caregivers (if mom is absent postpartum).

**5. Are there any other entities, organizations or grants that could help fund the ongoing costs? How could the project be sustained (funded) after the initial opioid settlement agreement funding investment?**

Hushabye Nursery believes that we can secure continued county funding and philanthropic support for this program because of the dire need to reach moms in SUD/ODU crises in every county, who need compassionate, trauma informed care to reduce stigma and shame. HBN will enhance fundraising efforts to philanthropic foundations and individual donors. HBN just hired a

Development Manager/PR Lead to reach out to new partners in mission and in philanthropy. HBN Has been encouraged to find the philanthropic community recognizing the urgency to help moms in crisis. HBN has been awarded grants by Federal, State and County agencies along with local philanthropic foundations including The Parsons Foundation, Thunderbirds Foundation, Diane and Bruce Halle Foundation, Del E. Webb Foundation and BHHS Legacy Foundation. Individual donors support Hushabye Nursery and Hushabye Nursery also receives a portion of revenue from fees for services.

Hushabye Nursery has engaged Grey Media to enhance awareness and visibility of Hushabye in the state of Arizona. Hushabye also employs a Social Media Manager to strategically boost paid postings to potential mothers, families, and caregivers needing our services. Additionally, Hushabye Nursery has systematically conducted social media geo-coding to target location-specific areas of high substance abuse. These strategies will be increased for Navajo County to encourage direct reach back from potential clients and to increase awareness and visibility of Hushabye Services to additional potential referral sources.

**6. Is the project evidence-based or evidence-informed? Please detail the evidence-based/informed practices the project will utilize to establish an effective process, as well as detail project evaluation to measure effectiveness.**

Hushabye Nursery's care model provides the ideal setting for the family centered Eat, Sleep, and Console (ESC) best practice, evidence-based care protocol for infants experiencing Neonatal Abstinence Syndrome (NAS). Hushabye Nursery is licensed with the Arizona Department of Health as a Level 1 Sub-Acute facility and is accredited through CARF International. Hushabye Nursery is the only NAS facility in the country to provide compassionate wraparound support services to families and caregivers of infants experiencing Neonatal Abstinence Syndrome.

Through the HOPPE program, Hushabye Nursery provides prenatal and postpartum education through its Hushabye Opioid Pregnancy Preparation and Empowerment program (HOPPE). We serve the entire family system impacted by substance use and trauma by providing mental health support, parenting support resources, peer-to-peer support, and rigorous and compassionate case management to families to ensure that the infants are discharged to empowered, loving caregivers.

Intake	Determines eligibility	Hushabye, LCSW, during intake
Adverse Childhood Experiences Survey (Evidence-based practice)	Assesses exposure to trauma and adverse experiences. Provides insight for Family Coach and participant to address issues.	Hushabye, LCSW, within 14 days of admission.
Ages and Stages Questionnaire, III (ASQ-3)	The ASQ-3 pinpoints developmental progress in children between one month and 5.5 years of age.	Hushabye, LCSW, 4-6 weeks post-natal.
Protective Factors Survey	The FRIENDS National Resource Center for Child Abuse Prevention has developed the Protective Factors Survey and performed validity testing on the tool.	Hushabye, LCSW administered to parents 60-day intervals.

The Project evaluation will include, but not be limited to Intake forms, ACES Survey, Ages and Stages Questionnaire, and the Protective Factors Survey.

Hushabye Nursery has continued to successfully meet goals and timelines on projects independently and with collaborating agencies and municipalities on grant servicing, direct-service delivery and wrap around support services. Hushabye has invested in management tools that ensure organizational capacity through implementation of the KPI (Key Performance Indicator) system of measurement. KPI tracking is a management tool that tracks progress towards an agency’s specific program goals. KPIs help Hushabye Nursery understand how well they’re performing against their objectives. By monitoring KPIs, we can identify areas for improvement and make data-driven decisions. KPIs are the critical, high-level indicators, while metrics can be any measurable data point that contributes to a KPI (Alicia Bernal, our Data Analyst will provide metrics for programming in this grant request.). Leadership measures KPI of staff and programs on an ongoing basis.

**7. How long would it take to complete the project?**

This support would sustain a portion of the project for a 12-month cycle.

Please see below and attached for a project plan timeline.

## **Navajo County Project Plan Timeline**

**June 2024-** Reestablish Project Goals and Measures (KPIs); Weekly Servicing Review using KPI performance goals (ongoing through project)

**July 2024** Outreach, existing MOUs, identify, confirm and establish new partner collaborations

**Aug 2024-** 90-day Assessment/Improvement- Nichole, Janelle, Alicia, Cyndi- HBN Team

**Sept 2024** -Weekly servicing reviews

**Oct 2024-** Weekly servicing reviews

**Nov 2024-** 90-day Assessment/Improvement (6 month review)- Nicole, Janelle, Alicia, Cyndi

**Dec 2024-** Weekly servicing reviews

**Jan 2025-** Weekly servicing reviews

**Feb 2025-** Year End/90 day Assessment/Improvement- Nicole, Janelle, Alicia, Cyndi

**Mar 2025-** Final Grant reporting and recommendations for improvements- Hushabye Team

**Apr 2025-** Weekly servicing reviews

**May 2025-** 90-Day Assessment

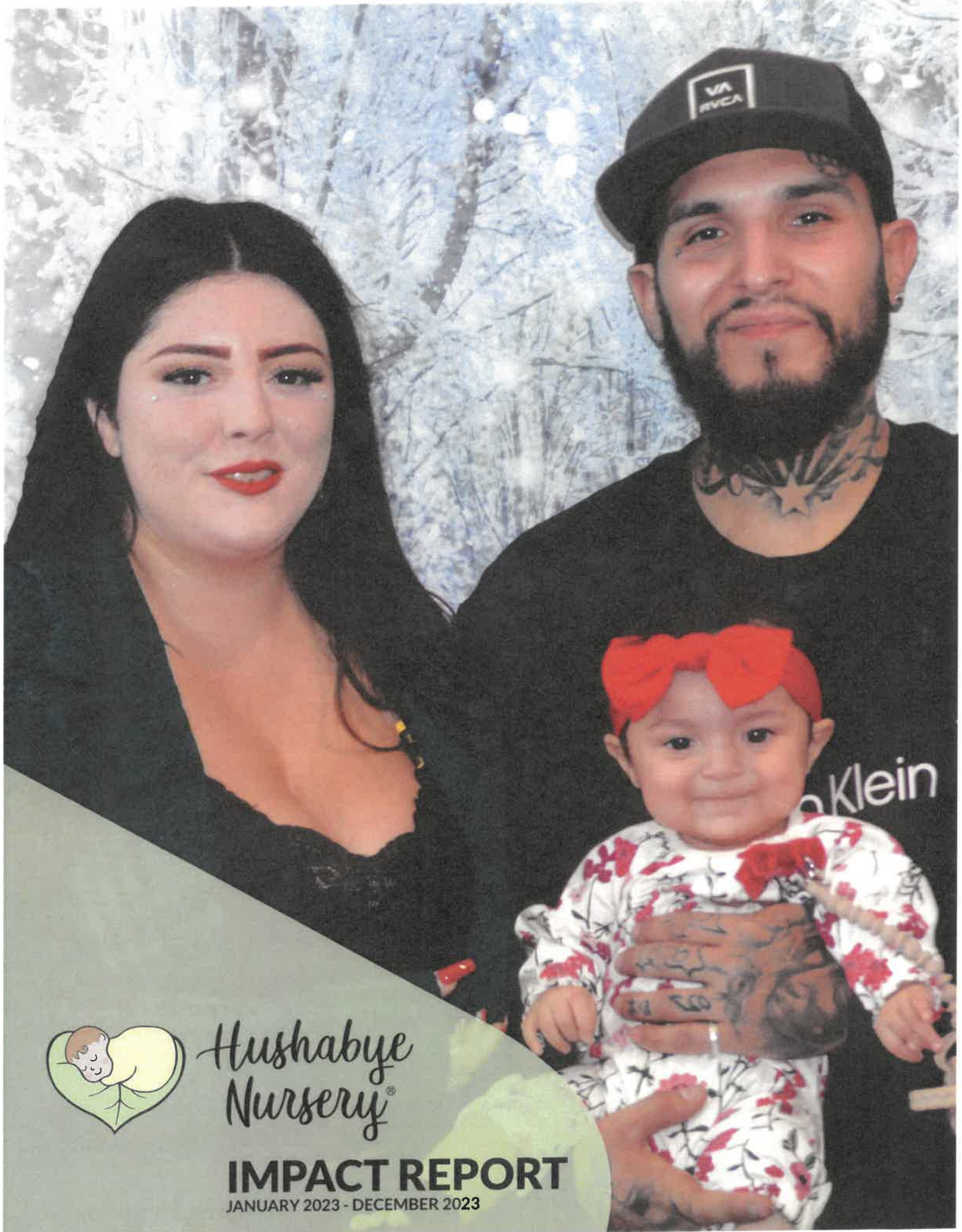
**June 2025-** Annual Assessment Final Grant reporting Preparation

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Data Analyst will provide metrics for programming in this grant request). Leadership measures KPI of staff and programs on an ongoing basis.

**Please see attached Budget template and Budget narrative in PDF**





Hushabye  
Nursery®

**IMPACT REPORT**

JANUARY 2023 - DECEMBER 2023



Hushabye  
Nursery®

# IMPACT REPORT

JANUARY 2023 - DECEMBER 2023

**We offer compassionate, evidence-based care that positively changes lives.**

Opioid Use Disorder (OUD) during pregnancy has been linked to serious negative health outcomes for pregnant women and developing babies including preterm birth, stillbirth, maternal mortality, and Neonatal Abstinence Syndrome (NAS).

Hushabye Nursery is working to improve systems to help ensure that every newborn experiencing NAS, and their family experiencing OUD, receive the right care at the right price for better overall health outcomes.

## Reduced Length of Stay

Average NICU stay is

**22 DAYS**

in Current Standard of Care

Average Hushabye Nursery stay is

**9 DAYS**

Our innovative care model for treatment of NAS infants significantly decreases length of stay.



## Dramatic Decrease in Cost

Average NICU cost is

**\$44,824**

Average Hushabye Nursery cost is

**\$11,659**

The financial savings to the health care industry could be substantial as a majority of newborns with NAS are insured by Medicaid.



## COMMUNITY REFERRALS

Hushabye Nursery helps families navigate the health care maze as well as other critical systems and social services. We made

**2,283**

referrals to community partners.

Infants Breastfeeding **26%**



## Decreased Usage of Morphine

Hushabye Nursery's integrated, family-centered, trauma-informed care model provides the ideal setting for implementation of the Eat, Sleep, Console method that minimizes the need for pharmacologic support.



## We Served

**724**  
**PARENTS**  
(Outpatient) and

**268**  
**INFANTS**  
(Inpatient)

### 90 DAY FOLLOW UP

**80%**  
Decrease in substance use.

**77%**  
Increase in patient safety.

**75%**  
Increase in parenting knowledge.

### CLIENT SATISFACTION

**99%**  
Would recommend the program to someone they cared about.

**99%**  
Felt safe.



Since Opening November 2020

**1656 PARENTS | 695 INFANTS**



## High Success Rate in Working With Mothers Prenatally



"I will be forever grateful for Hushabye. My recovery was something I wasn't sure existed. I am happy and healthy and so is my family. Hushabye is like my extended family as well. Thank you guys!"  
- Hushabye Momma



# Exhibit B – Navajo County

Line-Item Budget including Total Funding Narrative

Name	Item	Amt	%	
Alicia Bernal	Reporting	54,912.00	5.00%	3,550.00
Cyndi Simmons	Reporting	90,000.00	5.00%	4,500.00
Janelle Jones	Public Relations / Develop Mgr.	70,000.00	24.00%	16,800.00
Nicole Thomas	Rn Case Mgmt	91,520.00	23.60%	21,600.00
	Total Personnel	306,432.00		46,450.00
	Fringe		7.65%	3,553.43
	Subtotal			50,003.43
	Indirect		0%	-
	<b>Total</b>			<b>50,003.43</b>

**Budget Notes:**

Janelle Jones- 24% FTE- Community outreach and partner agency referral engagement to identify moms experiencing SUD prenatally and within the hospital/health systems

Nicole Thomas- 23.6% FTE -RN Case management Intake Coordination, first touch for new outreach referrals

Alicia Bernal/Cyndi Simmons -5% FTE- Program Outcomes-Impact and accountability

Hushabye Nursery is requesting approximately 25% of funding for this program from Navajo County. Hushabye Nursery has received \$50,000 from Yavapai County and requested \$50,000 from Mohave County to increase outreach outside of Maricopa County. Hushabye Nursery projects additional funding will come from private philanthropy and fee for services.



**Board of Supervisors Regular**

**7. a. 2.**

**Meeting Date:** 12/10/2024

**Title:** Agreement Between Navajo County and NEXUS Drug Coalition - Opioid Settlement Funding

**Submitted For:** Janelle Linn, Health Director

**Submitted By:** Janelle Linn, Health Director

**Department:** NC Public Health Services District

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**Motion before the Board:**

Opioid Settlement Grant Funding Agreement between Navajo County and Friends of Navajo County Anti-Drug Coalition Inc. (AKA NEXUS Drug Coalition)

**Background:**

Funding agreement laying out terms to fund Friends of Navajo County Anti-Drug Coalition Inc. (AKA NEXUS Drug Coalition) with a one-time \$50,000 payment from Opioid Settlement Funding for their project proposal that was brought before the board and passed at the 10-22-2024 meeting.

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**Attachments**

Opioid Settlement Funding Agreement Navajo Co and NEXUS  
NEXUS Proect Proposal

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Jason Moore		11/26/2024 09:11 AM
Health Director	Janelle Linn	11/26/2024 09:12 AM
Health Director	Janelle Linn	12/02/2024 01:11 PM
Form Started By: Janelle Linn		Started On: 11/06/2024 01:48 PM
Final Approval Date: 12/02/2024		

**OPIOID SETTLEMENT GRANT FUNDING AGREEMENT  
BETWEEN  
FRIENDS OF NAVAJO COUNTY ANTI-DRUG COALITION INC.  
FISCAL YEAR 2024-2025**

This Opioid Settlement Grant Contract (hereinafter referred to as “this Contract”), is made and entered into by and between Navajo County, a political subdivision of the State of Arizona (hereinafter referred to as the “COUNTY”), and FRIENDS OF NAVAJO COUNTY ANTI-DRUG COALITION INC. also known as NEXUS DRUG COALITION, a Domestic non-profit corporation (hereinafter referred to as “NEXUS” or ). COUNTY and NEXUS may each be referred to individually as a “Party” and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, COUNTY is a political subdivision of the State of Arizona, and pursuant to A.R.S. § 11-201, Navajo County may enter into contracts as necessary for the exercise of its powers; and,

**WHEREAS**,; NEXUS is a Domestic non-profit corporation with a vision and purpose of doing the following:

- **Strengthening Prevention:** NEXUS offers a working upstream, focused prevention approach by providing education to empower students and youth with tools and understanding to prevent and address challenges with healthy coping mechanisms.
- **Engaging Partners:** NEXUS’s objective to strengthen existing and build future relationships to develop and improve community resources surrounding prevention.
- **Building resilience:** Provide education and tools to improve resilience among youth and provide them with education and resources to reduce substance use.

and,

**WHEREAS**, COUNTY has received settlement funds through the One Arizona Distribution of Opioid Settlement Funds Agreement (“Settlement”) which are to be spent on Opioid Abatement Strategies as set out in Exhibit A of the Settlement and attached hereto as Attachment “A”; and

**WHEREAS**, COUNTY desires to enter into this Contract with NEXUS to fulfill the Opioid Abatement Strategies using Settlement funds.

**NOW THEREFORE**, the Parties enter into this agreement upon the terms and conditions set out below.

1. **CONTRACT TYPE.** This Contract shall be a one-year contract.
2. **TERM.** This Contract shall be for funding for the 2024-2025 fiscal year. This Contract may only be extended by mutual written agreement of the Parties and only if appropriate funding, as determined by the County, is available.

### **3. TERMINATION.**

**3.1 TERMINATION WITHOUT CAUSE OR FOR CONVENIENCE** – Each Party shall have the right to terminate this Contract without cause or for its convenience with ninety (90) days written notice specifying the termination date.

**3.2 TERMINATION FOR DEFAULT** – COUNTY reserves the right to terminate this Contract, in whole or in part, due to the failure of NEXUS to comply with any material obligation, term or condition of this Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing this Contract. In the event COUNTY terminates this Contract, in whole or in part, as provided in this paragraph, COUNTY may procure, upon such terms and in such manner as deemed appropriate, services or materials, similar to those terminated, and NEXUS shall be liable to COUNTY for any excess costs incurred by the COUNTY in obtaining such similar services or materials.

**3.3 CANCELLATION FOR CONFLICT OF INTEREST** – This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

**3.4 NON-APPROPRIATION OF FUNDS.** The Parties recognize and acknowledge that that Navajo County is a governmental entity and this Agreement's validity is based upon the availability of opioid settlement funding. In the event such funds are not available for the performance of a Party's obligations under this Agreement, then Navajo County shall notify NEXUS in writing of any such non-allocation of funds at the earliest possible date, and this Agreement shall automatically expire without penalty to either Party. If Navajo County's allocation of settlement payments are reduced, then the scope of this Agreement may be reduced, if appropriate and agreed in writing by the Parties, or this Agreement may be cancelled without further duty or obligation.

**3.5 FORCE MAJEURE** - Except for the duty to pay earned wages/contracted prices for goods or services actually provided, neither Party shall be liable in any manner for any delay or failure that last longer than thirty (30) days to perform its obligations under this Contract arising out of or caused, directly or indirectly, by circumstances beyond such Party's reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; pandemics; epidemics; viral or communicable disease outbreaks; quarantines; riots; power failures; computer failure and any such circumstances beyond a Party's reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software), or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental emergency action; changes to applicable laws and regulations; or inability to obtain labor, material, equipment or transportation. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and, if practicable, (b) use commercially reasonable efforts to remove any such causes and resume performance

under this Contract.

**3.7 CONTINUATION OF PERFORMANCE THROUGH TERMINATION** – Upon receipt of a notice of termination or cancellation and until the effective date of the notice of termination or cancellation, NEXUS shall perform work consistent with the requirements of this Contract and, if applicable, in accordance with a written transition plan approved by COUNTY. If this Contract is terminated in part, NEXUS shall continue to perform in accordance with the terms and conditions of this Contract to the extent not terminated. After receiving the notice of termination, NEXUS shall immediately notify all of its subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, NEXUS and subcontractors shall stop all work.

**3.8 DISPOSITION OF PROPERTY** – Upon termination of this Contract, all property of COUNTY and all materials paid for by COUNTY shall be delivered to COUNTY upon demand.

#### **4. NEXUS REPRESENTATIONS, WARRANTIES, AND OBLIGATIONS.**

**4.1** NEXUS agrees to allow COUNTY to monitor and oversee NEXUS 's use of Settlement funds and other activities related to the proposal NEXUS submitted to the County in applying for the settlement funds, and the terms of that proposal are included herein by reference, in order to ensure that the activities comply with the regulatory and auditing requirements and the terms and conditions of the Settlement.

**4.2** COUNTY, in COUNTY's sole and absolute discretion, may require NEXUS to provide records and documentation to COUNTY during the term of this Contract and after expiration or termination of this Contract. NEXUS shall comply with requests from COUNTY for records and documentation within two (2) business days. All records and documentation submitted by NEXUS to COUNTY must be accurate, thorough, and acceptable to COUNTY, in COUNTY' sole and absolute discretion.

**4.3** NEXUS agrees at all times, both during and after expiration or termination of this Contract, to maintain and preserve its records in a manner consistent, and in compliance, with all applicable laws and regulations.

**4.4** All of NEXUS's representations, warranties, and obligations under this Section shall survive expiration or termination of this Contract.

**4.5** Annual Reports: Contractor shall submit an annual written report to comply with the One Arizona Settlement Funds Agreement reporting responsibilities.

**4.6** Financial and Compliance Audits for Non-Profit Corporations. NEXUS is a nonprofit corporation as defined in A.R.S. § 10-3140 and shall comply with the following financial and compliance audit requirements as required by A.R.S. § 11-624:



- a. If NEXUS receives in excess of \$100,000 (one hundred thousand dollars) in county assistance in any fiscal year it shall file for each such fiscal year at the corporation's expense with the board of supervisors either audited financial statements prepared in accordance with federal single audit regulations or financial statements prepared in accordance with generally accepted accounting principles and audited by an independent certified public accountant.
- b. If NEXUS receives \$50,000 (fifty thousand dollars) to \$100,000 (one hundred thousand dollars) in county assistance in any fiscal year it shall file biennially at the corporation's expense with the board of supervisors either an audited annual financial statement for the most recently completed even-numbered year prepared in accordance with federal single audit regulations or a financial statement for the most recently completed even-numbered year prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant.
- c. If NEXUS receives less than (\$50,000) fifty thousand dollars in county assistance in any fiscal year it shall comply with contract requirements concerning financial and compliance audits contained in contract agreements governing such programs.
- d. For purposes of this section fiscal year means the Navajo County Fiscal year beginning July 1st and ending the following June 30th.

## **5. COUNTY OBLIGATIONS.**

**5.1** COUNTY will have up to sixty (60) days after the execution of this document to provide payment for the goods and services provided under NEXUS's proposal to the County. In no event shall total payments under this contract exceed \$50,003.43. In the event of contract renewals for subsequent fiscal years, the parties may negotiate an amount not to exceed a 5% increase from one fiscal year to the next.

**6. INSURANCE REQUIREMENTS.** NEXUS and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the NEXUS, its agents, representatives, employees, volunteers, or subcontractors.

**6.1** The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

**6.2** If NEXUS maintains broader coverage and/or higher limits than the minimums contained herein, Navajo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by NEXUS. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage, which are applicable to a given loss, shall be available to Navajo County.

**6.3** Navajo County in no way warrants that the minimum limits contained herein are sufficient to protect NEXUS from liabilities that might arise out of the performance of the work under this Contract by NEXUS, its agents,

representatives, employees, or subcontractors. NEXUS is free to purchase such additional insurance as may be determined necessary.

**6.4 MINIMUM SCOPE AND LIMITS OF INSURANCE** – NEXUS shall provide coverage with limits of liability not less than those stated below:

**6.4.1 Commercial General Liability – Occurrence Form**

**6.4.2** Policy shall include bodily injury, property damage, ongoing and completed operations, and broad form contractual liability with minimum limits as follows:

General Aggregate \$2,000,000

Products –Complete Operations Aggregate \$1,000,000

Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

**6.4.3** The policy shall be endorsed to include the following additional insured language: “The County of Navajo shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, NEXUS.”

**6.4.4 Commercial General Liability Additional Insured Endorsement** shall include NEXUS ‘s ongoing and completed operations.

**6.4.5** Policy shall contain a waiver of subrogation endorsement, as required by this Contract, in favor of the County of Navajo and its departments, agencies, officers, officials, agents, employees, and volunteers for losses arising from work performed by or on behalf of NEXUS.

**6.4.6** NEXUS ‘s subcontractors shall be subject to the same minimum requirements identified above. NEXUS shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificate of insurance and endorsements for each subcontractor.

**7. WORKER’S COMPENSATION AND EMPLOYERS’ LIABILITY** – NEXUS shall provide Workers’ Compensation Statutory Employers’ Liability with minimum limits as follows:

Each Accident \$1,000,000

Disease – Each Employee \$1,000,000

Disease – Policy Limit \$1,000,000

**7.5.1** NEXUS’s Policy shall contain a waiver of subrogation endorsement, as required by this Contract, in favor of the County of Navajo and its departments, agencies, officers, officials, agents, employees, and volunteers for losses arising from work performed by or on behalf of NEXUS.

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

**7.5.3** NEXUS's subcontractors shall be subject to the same minimum requirements identified in this section. NEXUS shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor.

**8. ADDITIONAL INSURANCE REQUIREMENTS** – NEXUS's policies shall include, or be endorsed to include: NEXUS's insurance coverage shall be primary insurance and include NEXUS's ongoing and completed operations and any insurance carried by the County of Navajo shall be excess and non-contributory with respect to all other available sources.

**9. NOTICE OF CANCELLATION** – For each insurance policy required by the insurance provisions of this Contract, NEXUS shall provide to Navajo County, within two (2) business days of receipt, a notice if a policy is suspended, voided, canceled, reduced in coverage, or endorsed to lower limits.

**10. ACCEPTABILITY OF INSURERS** – Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than A- VIII. Navajo County in no way warrants that the above required minimum insurer rating is sufficient to protect NEXUS from potential insurer insolvency.

**11. VERIFICATION OF COVERAGE** – NEXUS shall furnish Navajo County with certificates of insurance (ACORD) form or equivalent approved by Navajo County, if requested. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

**12. INDEMNIFICATION.** To the fullest extent permitted by law, NEXUS (as "Indemnitor") hereby agrees to defend, indemnify, and hold harmless Navajo County and its departments, agencies, officers, officials, agents, employees, and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including, but not limited to, court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused as a direct or indirect result of any acts or omissions of NEXUS or any of its owners, officers, directors, agents, employees, or subcontractors, regardless of whether or not such Claims are caused in part by a Party indemnified hereunder. This indemnity includes, but is not limited to, any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such NEXUS to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is agreed that NEXUS will be

responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. NEXUS shall not be obligated to defend Indemnitee against any Claims or indemnify Indemnitee resulting solely from the negligence or willful misconduct of Indemnitee and not in any way resulting from any act or omission of NEXUS or anyone directly or indirectly employed by NEXUS or anyone for whose acts NEXUS may be liable. NEXUS agrees to waive all rights of subrogation against Navajo County, its departments, agencies, officers, officials, agents, employees, and volunteers for losses arising from the work performed by NEXUS for Navajo County. This indemnification shall survive the termination of this Contract. Any insurance, its limits, amount and type required herein to be maintained by NEXUS shall in no way be construed as limiting the scope of this Indemnity.

**13. NOTICES.** All notices required or permitted to be given under the terms of this Contract shall be in writing, and shall be effective upon hand delivery, deposit with a reputable overnight courier such as FedEx for overnight delivery or three (3) business days after deposit with the U.S. Mail via certified or registered mail, postage prepaid, return receipt requested with a courtesy copy via e-mail as follows:

If to COUNTY to:

Navajo County  
Attn: Clerk of Board  
(Melissa Buckley or Successor)  
P.O. Box 668  
Holbrook, AZ 86025  
E-mail: [melissa.buckley@navajocountyaz.gov](mailto:melissa.buckley@navajocountyaz.gov)

If to NEXUS to:

Friends of Navajo County Anti-Drug Coalition Inc.  
PO Box 948  
Taylor, AZ 85939

E-mail: \_\_\_\_\_ (to be filled in by contractor)

The Parties shall have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other Party.

**14. RELATIONSHIP OF PARTIES.** Nothing contained in this Contract shall be deemed or construed as creating a joint venture, partnership, agency, employment, or fiduciary relationship between the Parties. The Parties' employees shall not be considered employees of the other Party, and neither Party's personnel will, by virtue of this Contract, be entitled nor eligible, by reason of this Contract, to participate in any benefits or privileges given or extended by the other Party to its employees. Neither Party shall be liable for any debts, accounts, obligations nor be

responsible for other liabilities whatsoever of the other, including (without limitation) the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

**15. THIRD PARTIES.** Nothing in this Contract shall be deemed to create any right in any person not a Party hereto. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against Contractor or COUNTY. This Contract is not intended to benefit any third party.

**16. IMPLIED CONTRACT TERMS.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated herein.

**17. ASSIGNMENT.** No Party to this Contract may assign any of its rights or responsibilities under this Contract, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of the other Parties. No Party may delegate any performance under this Contract, except with the prior written consent of the other Parties. Any purported assignment of rights or delegation of performance in violation of this section is void.

**18. WAIVER.** A Party's failure or neglect to enforce any term, covenant, condition, right, or duty in this Contract is neither a waiver of any term, covenant condition, right, or duty, nor is it deemed to be a waiver of that Party's rights or remedies under this Contract. A waiver or extension is only effective if it is in writing and signed by the Party granting it. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy. One or more waivers by a Party of any term, covenant, condition, right, or duty in this Contract shall not be construed as a waiver of a subsequent default or breach of the same covenant, term, condition, right, or duty.

**19. HEADINGS AND CONSTRUCTION OF AGREEMENT.** In construing this Contract, all headings and titles are for the convenience of the Parties and for organizational purposes only and shall not be considered in interpreting the meaning of any provision in this Contract or considered a part of this Contract. Whenever required by the context, each number shall include the plural, each gender shall include all genders, and unless the context otherwise requires, the word "person" shall include corporation, firm, or association.

**20. FAIR MEANING.** This Contract shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

**21. COMPLIANCE WITH LAW.** The Parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this Contract, including environmental laws.

**22. LEGAL ARIZONA WORKERS ACT COMPLIANCE.** The Parties hereby warrant that they will at all times during the term of this Contract 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, and the Parties shall have the right to terminate this Contract 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 who performs work pursuant to this Contract to verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.

**23. CONTRACTING; PROCUREMENT; INVESTMENT; PROHIBITIONS. NEXUS hereby provides a written certification that NEXUS is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of Israel.**

**24. NON-DISCRIMINATION AND CIVIL RIGHTS COMPLIANCE.** The Parties shall comply with all applicable state executive orders, including State Executive Order 2009-09, and federal and state laws, rules and regulations, including the legal requirements relating to nondiscrimination and nondiscriminatory use of federal and state funds, and which mandate, in part, that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. Entities receiving federal financial assistance shall not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin, or disability.

**25. GOVERNING LAW AND VENUE.** This Contract shall be governed by, and construed and enforced, in accordance with the laws of the State of Arizona. Any action or claim arising from, under, or pursuant to this Contract shall be brought in the courts, state or federal, within the State of Arizona, and the Parties expressly waive the right to bring any legal action or claim in any other court. The Parties hereby consent to venue in Navajo County for all purposes in connection with any action or proceeding commenced between the Parties hereto in connection with or arising from this Contract. Any changes in the governing laws, rules, and regulations that do not materially affect NEXUS's obligations under this Contract during the Term of this Contract will apply but will not require an Amendment.

**26. MATERIAL CHANGE IN LAW OR REGULATION.** In the event of adoption of legislation, regulations, or instructions or the initiation of an enforcement action by a governmental agency, any of which materially affects the legality of this Contract or the relationship among the Parties hereto, either Party may propose amendments to this Contract to bring this Contract into conformity with such laws. If COUNTY and NEXUS are unable to reach

agreement on the renegotiation of this Contract within thirty (30) days of the initiation of negotiations, then either Party may terminate this Contract upon written notice to the other Party.

**27. SEVERABILITY/UNENFORCEABLE PROVISIONS.** In the event that any of the provisions of this Contract are held to be unenforceable or invalid, the validity and enforceability of the remaining provisions shall not be affected and effect shall be given to the intent manifested by the provisions held enforceable and valid. If any of the provisions of this Contract are inapplicable to a person or circumstance, the same provisions shall remain applicable to all other persons and circumstances.

**28. RETENTION AND INSPECTION OF RECORDS.** Each Party shall make, and shall contractually require each subcontractor to make, all books, accounts, reports, files, and other records, whether in written or electronic form, relating to the performance of this Contract open to inspection and audit at reasonable times during regular business hours. Each Party shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files, and other records relating to the performance of this Contract for a period of at least six (6) years after termination of this Contract, or in accordance with the Arizona's Prescription Drug Overdose Prevention Program IGA, whichever is longer.

**29. SURVIVAL.** The representations, warranties, obligations, and conditions in Sections 4 and 20 shall survive the expiration or termination of this Contract.

**30. ALTERNATIVE DISPUTE RESOLUTION.** Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.

**31. WAIVER OF JURY TRIAL.** The Parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Contract.

**32. PAROL EVIDENCE.** This Contract is intended by the Parties as a final and complete expression of their agreement. No course of prior dealings between the Parties and no usage of the trade shall supplement or explain any terms used in this Contract.

**33. ENTIRE AGREEMENT.** This Contract contains the entire, integrated agreement of the Parties and there are no oral agreements, understandings, or representations relied upon by the Parties. This Contract supersedes all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to this Contract must be in writing and signed by all Parties.

**34. COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when 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. The Parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, and to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Signatures

sent by electronic means (facsimile, scanned and sent via e-mail, or signed by electronic signature service where legally permitted) shall be deemed original signatures. The Parties expressly waive any objection to the admissibility of this Contract on the grounds that it is an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature. Each Party may sign any number of copies of this Contract, and each signed copy shall be deemed to be an original, but all of them together shall represent one and the same agreement.

**29. LEGAL AGREEMENT.** This Contract is an important, binding legal document, and each Party warrants it has had an opportunity to consult with an attorney about the terms set forth herein. Each Party acknowledges that it understands the meaning of all terms contained herein and agrees to their application and enforceability. Each Party acknowledges and represents that it is duly organized, validly existing, and in good standing, and has the right, power, and authority to enter into this Contract and bind itself hereto through the person set forth as signatory for the Party below. The person signing this Contract represents and warrants that he or she is duly authorized and has the legal capacity to execute this Contract.

~ **Signature Page Follows** ~



**APPROVALS**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Contract to be executed by duly authorized officials and have affixed their signatures to this Contract on the date written below.

**COUNTY:** Navajo County, a political subdivision of the State of Arizona

\_\_\_\_\_  
Chair  
Navajo County Board of Supervisors

**ATTEST:**

Date:

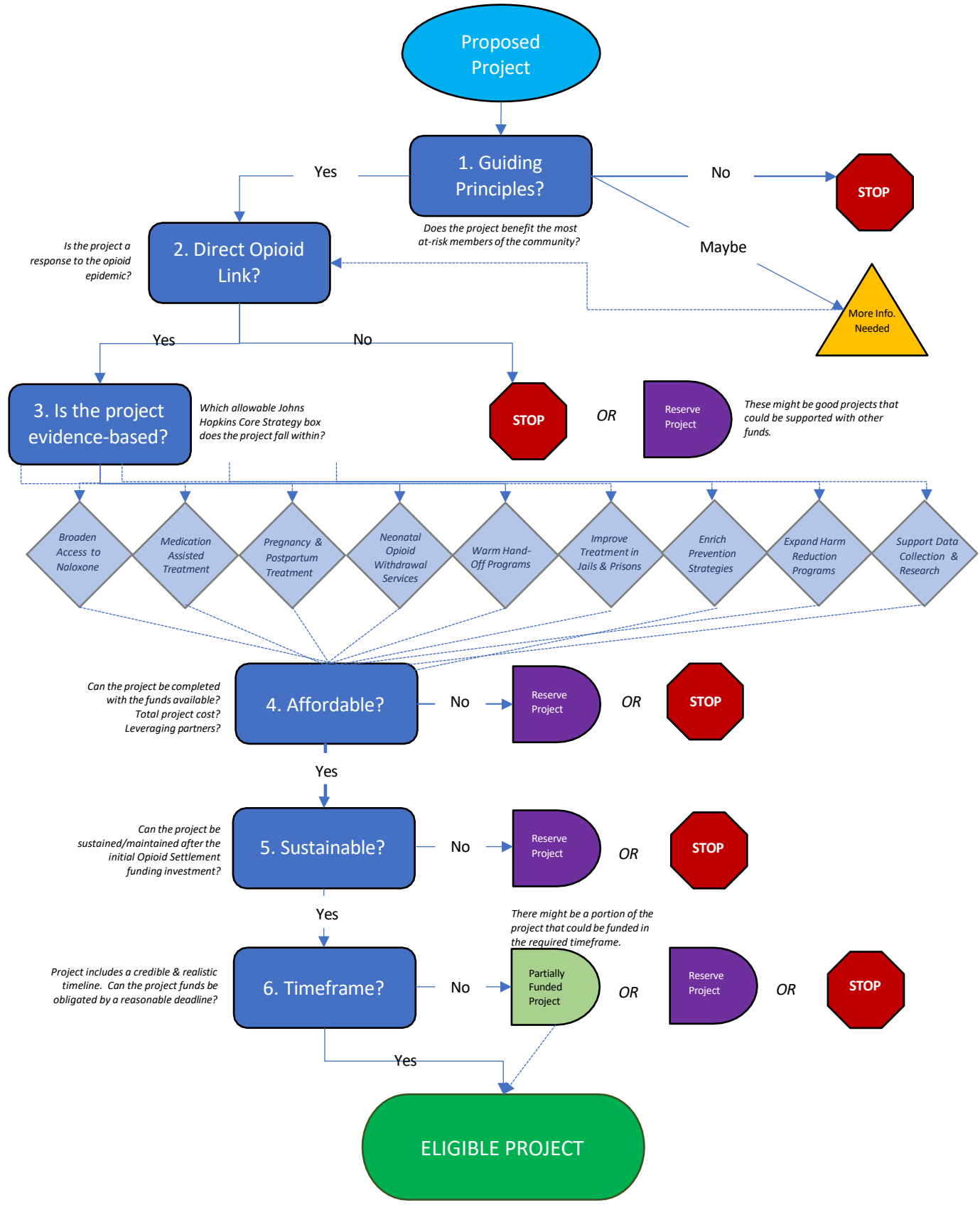
\_\_\_\_\_  
Melissa Buckley, Clerk of the Board  
Navajo County Board of Supervisors

**CONTRACTOR:** Nexus Drug Coalition

\_\_\_\_\_  
Authorized Representative

# Opioid Settlement Agreement Funding Project Vetting Process Map

This document is intended to be a guide in helping determine if a proposed project should be funded with Opioid Settlement Agreement dollars.



These projects should be recommended to the BOS for final approval.

Approved by the Board of Supervisors:

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## Proposed Opioid Settlement Agreement Funding Project Information Form

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### Navajo County Guiding Principles

Opioid Settlement Agreement funding is a limited opportunity to invest in the quality of life and to enhance opportunities by funding transformational projects and programs to improve the health of those directly impacted by the opioid epidemic in Navajo County.

- Goals: Identify and remove barriers that limit positive and healthy prevention & recovery in our communities
- Guiding Principles
  - ✓ Spend money to save lives
    - Supplement rather than supplant existing funding
    - Don't spend all the money at once or on one initiative
    - Report to the public where the money is being spent & measures to determine success
  - ✓ Use evidence to guide spending
    - Direct funds to programs supported by evidence
    - Remove policies that may block adoption of programs that work
    - Build data collection capacity
  - ✓ Invest in youth prevention
    - Direct funds to evidence-based or evidence-informed interventions
  - ✓ Focus on racial equality
    - Invest in communities affected by discriminatory policies
    - Support diversion from arrest & incarceration
    - Fund anti-stigma campaigns
    - Involve community members in solutions, including those with lived experience
  - ✓ Develop a fair & transparent process for deciding where to spend the funding
    - Determine areas of greatest need
    - Receive input from groups that touch different parts of the epidemic to develop the plan
    - Ensure representation that reflects the diversity of affected communities when allocating funds

Approved by the Board of Supervisors:

## Proposed Opioid Settlement Agreement Funding Project Information

**Organization Proposing Project:** Friends of Navajo County Anti-Drug Coalition, DBA Nexus Coalition for Drug Prevention

**Project Contact Person:** Vicky Solomon

**Contact Phone:** 928.243.2014

**Contact Email:** vicky@nexuscoalition.org

### **Please provide a description of the project and stakeholders that would be involved:**

Nexus Coalition for Drug Prevention (Nexus) is the primary substance use prevention coalition in Navajo County and offers the sole school-based drug prevention education programs. The coalition takes a proactive approach to providing individuals with the knowledge and skills necessary to prevent potential issues and overcome challenges. The goal of our project is to empower youth to make informed decisions, cultivate healthy behaviors, and positively influence their lives and communities.

The name of our project is ***Strengthening Prevention to Reduce Opioid Use Disorder in Navajo County***. Our approach is to work upstream, focusing on prevention by providing education that empowers students with the tools and understanding to prevent and address challenges they may face. Nexus will start by incorporating two of SAMHSA's Strategies and Programs to Prevent Substance Use, offering information and prevention education. Nexus has extensive experience in implementing the Strategic Prevention Framework model and utilizes the seven strategies for community-level change. This project will establish the necessary infrastructure to promote prevention and enhance overall wellbeing, while also gaining support from various community sectors to bolster these grassroots efforts.

The following strategies outline how this will be accomplished:

#### **Strategy 1: Engaging Partners in Raising Awareness of Prevention Education**

This grant will facilitate collaboration with local organizations to create a joint campaign that promotes each other's prevention initiatives. Progress towards achieving this strategy will be monitored through meeting notes and the execution of an outreach plan that incorporates anti-stigma campaigns and naloxone education, targeting rural areas in the county and ensuring cultural sensitivity.

On the Navajo Nation, we have established trusted relationships with the Youth Wellness Program at Indian Health Care Center, Tiisyaakin Residential Hall in Holbrook, Dilkon Community School, Indian Wells Elementary School, and Eagledancer Youth & Family Services. Other key community partners that we will engage with include Navajo County Public Health, AZ Youth Partnership, AZ Complete Care, Navajo County Sheriff's Department, Navajo County CASA, AZHIDTA, National Guard (DDRO) and the National Alliance for Mental Illness (NAMI). These agencies will be part of the team and will help inform the outreach plan.

#### **Strategy 2: Developing Skills for Making Healthy Choices**

The data from the Arizona Youth Survey demonstrates that Nexus efforts have been effective in reducing youth substance use. Lifetime alcohol use in the coalition's target service area decreased by 37.6% between 2018 and 2022. Part of this success can be attributed to educational classes. This proposal aims to expand school-based

## Proposed Opioid Settlement Agreement Funding Project Information

education to lower grades, enhancing youth resiliency in making healthy choices and preventing the onset of substance use.

School-based education will include offering a variety of curricula in Northern Navajo County. Educational partners include schools in Dilkon, Indian Wells, and Holbrook. Additionally, youth will be recruited to provide feedback on the classes, identify areas for improvement, and recommend other activities that will support students' healthy choices.

### **1. How does the project support the County's Guiding Principles? Does the project benefit the population most impacted in Navajo County Community?**

This project focuses on the County's Guiding Principle: **Invest in youth prevention**. The curricula that will be offered to the schools are either evidence-based or evidence-informed, aligning with the principle's description to direct funds to evidence-based or evidence-informed interventions. Each school will choose the program that best fits their needs and grade level for implementing the lessons.

We believe that awareness of opioid issues is dangerously low in our community, leaving youth, parents, and caregivers vulnerable to being blindsided by this recent wave of the opioid epidemic. Between 2022 and 2023, the Arizona Department of Health Services (ADHS) reported a 29% increase in fentanyl overdoses. In 2023, fentanyl was involved in 73.6% of verified non-fatal opioid overdose events with 3.5% occurring in the 0-17 age bracket. They also determined that 97.5% of opioid deaths were from Rx/Synthetic drugs which includes synthetic opioids such as fentanyl. According to the ADHS opioid dashboard, from 2017 to 2024, eleven percent of opioid deaths in Navajo County were in the 18 to 24 age range. We also know that there have been overdose deaths for county youth under the age of 18 that are not in the database. The increase in illicit fentanyl coming across the Arizona border is a likely driver of teen drug overdoses in our state and county. Given the immediate dangers of illicit opioids for youth and the rise in opioid-related deaths among youth and young adults, the need to continue implementing strategies to prevent use among our youth is essential.

In addition to youth prevention, activities will also focus on increasing access to naloxone. When working in schools, Nexus staff will provide information on naloxone education availability and connect the school with training resources. This will ensure that naloxone is readily available on campuses, potentially saving lives. Nexus will also collaborate with schools interested in enhancing prevention efforts through initiatives like the Communities That Care program.

### **2. Does the project have a direct link to addressing the opioid crisis? Is it a response to the impacts of the epidemic? Explain how.**

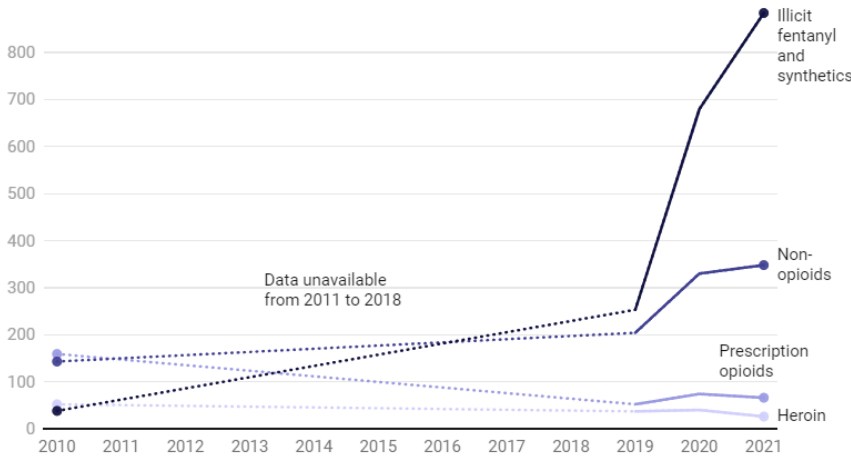
Nexus believes it is crucial to take a proactive prevention approach to address the impact of the opioid epidemic, especially among our older elementary students. According to the 2022 Navajo County Arizona Youth Survey (AYS), 59.9% of 8<sup>th</sup>, 10<sup>th</sup> and 12<sup>th</sup> graders in the county had not heard of fentanyl. Drug networks use popular social media platforms like TikTok, Instagram and Snapchat to market illegal fentanyl to youth. The AYS also found that 11% of our students believed it was easy to get the drug, which is 10.8% higher than their counterparts in the state. This potent synthetic opioid is designed to resemble candy and is aimed at children and young people. Those who have never used drugs may unknowingly consume something so deadly.

## Proposed Opioid Settlement Agreement Funding Project Information

Shockingly, 82.9% had not discussed the dangers of fentanyl with a parent or guardian. Despite the opioid crisis being in the headlines for three decades, it continues to impact our youth as shown in the graph.

### Illicit fentanyl drastically killed more teens after 2019

Adolescents between 14 and 18 drug overdose deaths, 2010-2021



\*Non-opioids\* category includes benzodiazepines, cocaine and methamphetamine.

Chart: Jasmine Ye Han/K-12 Dive • Source: Journal of the American Medical Association • Get the data • Created with Datawrapper

Nexus recognizes the importance of supporting and enhancing students’ resiliency, self-reliance, coping skills and positive relationships so that they feel empowered to resist offers of drugs and alcohol and seek help when needed. Over the past five years, we have collaborated with schools to incorporate trauma-informed practices, utilize evidence based/evidence informed curricula, organize supportive pro-social events, and involve parents in activities alongside their children. Additionally, we have offered classes for at risk youth through Teen Court. These classes have proven beneficial in shifting away from punitive measures for students struggling with addiction or facing academic and behavioral challenges, particularly when addiction is a family issue.

### 3. Which allowable expense box might the project fit into? (check any that may apply and provide explanation)

**Broaden Access to Naloxone**

- Increase use of Medication Assisted Treatment
- Provide Pregnancy/Postpartum Treatment/Support
- Expand Neonatal Opioid Withdrawal Syndrome Services
- Fund Warm Hand-Off Programs & Recovery Services
- Improve Treatment in Jails & Prisons

**XX Enrich Prevention Strategies** – funds will be used to provide school-based education and outreach prevention messaging

- Expand Harm Reduction Programs

**XX Support Data Collection & Research** – all activities will include and evaluation component and support data collection.

### Comments to explain how project proposal aligns with one or more core strategies:

## Proposed Opioid Settlement Agreement Funding Project Information

Our approach is to work upstream by providing education that empowers students with the tools and understanding needed to prevent and mitigate various challenges they may encounter. Nexus will start by integrating two of SAMHSA's Strategies and Programs to Prevent Substance Use, offering information and prevention education. This project will establish the infrastructure to support prevention and promote positive wellbeing while also gaining community support from multiple sectors to endorse these grassroots efforts.

### **Strategy 1: Engaging Partners in Raising Awareness of Prevention Education**

Nexus collaborates with numerous organizations throughout the county. By utilizing these established relationships, we aim to strengthen partnerships to promote prevention messaging as well as Naloxone education and distribution. This work supports the guiding principle of Broaden Access to Naloxone.

Activities will include:

- Within the first year of the grant, Nexus plans to team up with 12 organizations to develop a campaign that supports each other's prevention initiatives. Progress will be assessed based on meeting documentation and the implementation of an outreach plan.
- By the end of the first year of the grant, new prevention and Naloxone education messages will be disseminated to 10,000 Navajo County residents. This progress will be measured through media reach and analytics.

### **Strategy 2: Developing Skills for Making Healthy Choices**

One study discussed how school-based prevention programs can be one of the most effective strategies for reducing substance use among young people. With that in mind, Nexus will offer a variety of curricula for schools to choose from including A Little SPOT, BTAPS, Ask/Listen/Learn, Keep a Clear Mind, and/or Botvin LifeSkills. Data gathered from retrospective surveys will help achieve the goal of collecting research data. Working with schools will also allow for encouraging the schools to participate in the biennial Arizona Youth Survey. This data will also assist with tracking youth responses to questions about opioids, risk and protective factors, and youth resiliency. These activities support two of the application's core strategies: Enrich Prevention Strategies and Support Data Collection & Research.

Activities will result in:

- By the end of the 2024-25 school year, 180 students will have participated in evidence based or evidence informed presentations resulting in an increase in skills for resolving problems with their peers as measured by retrospective surveys.
- By the end of the 2024-25 school year, 180 students will have participated in evidence based or evidence informed presentations resulting in an increase in skills for making healthy choices as measured by retrospective surveys.

#### **4. How much is the project expected to cost? How much is being requested from Opioid Settlement Agreement funds for the project?**

To implement this project in schools that currently do not receive prevention education in Navajo County, the annual cost will be \$110,000. This budget will cover staff salaries, benefits, travel expenses, program supplies, media resources, and support from the fiscal agent. Nexus is seeking \$50,000 from the Opioid Settlement Agreement to focus on the northern region of Navajo County.

## Proposed Opioid Settlement Agreement Funding Project Information

### 5. Are there any other entities, organizations or grants that could help fund the project?

The Friends of Navajo County Anti-Drug Coalition, a 501(c)3 organization, was established in April 2008. This group provides support to the Nexus Coalition for Drug Prevention and operates a fundraising committee. The Nexus infrastructure is designed to handle various funding sources, and the coalition has effectively managed private, state, and federal grants in the past.

Nexus has submitted an application for specific matching grant funds for youth prevention education which is expected to be approved this summer. Additionally, we will seek smaller foundation funding to further support our prevention efforts. Our previous fundraisers have been successful and will contribute to funding the project.

### 6. Is the project evidence-based or evidence-informed? Please detail the evidence-based/informed practices the project will utilize to establish an effective process, as well as detail project evaluation to measure effectiveness.

School based education, delivered by coalition staff, will integrate evidence-based programs including Botvin LifeSkills and/or Keep A Clear Mind (KACM). Botvin's provides youth with life skills and substance use prevention education that has been proven to increase their ability to handle stress, develop critical life skills, improve resistance skills, and reduce substance use. The curriculum addresses various drug prevention efforts related to marijuana, underage drinking, and opioids, as well as social skill development and resiliency-building. This program was chosen for its effectiveness in reducing youth use of the target substances, being trauma-informed, and its success in building resiliency among youth. The KACM curriculum is a parent-child, take-home program in drug education that is implemented through the child's classroom teacher. It has been field-tested and rigorously evaluated in grades 4, 5, and 6. Work with schools will include peer education, family engagement, and alternatives to suspension.

Evidence informed curriculum choices include A Little SPOT, BTAPS, and/or Ask/Listen/Learn. *A Little SPOT* is a social-emotional learning program for elementary school students. The program teaches students to name their emotions with colors ("spots"), recognize and acknowledge their emotions when they arise, and then down-regulate and choose how to respond. The One Tree Learning Institute's BTAPS (Belief, Trust, Adaptability, Persistence, Strength) program is the application of resiliency practices that manage stress. The focus is on evidence-based practices and systems of resilience. Ask, Listen, Learn is aimed at grades 4 to 8 with the goal of reducing underage drinking/substance use and increasing conversations between youth and their parents/caregivers.

#### **Outcomes**

The project outcomes will focus on increasing protective factors, reducing risk factors, and building resiliency in youth and community members. Nexus will collaborate with our external evaluator and key external partners to collect data demonstrating progress and effectiveness in achieving project outcomes.

Short-term outcomes for a 12-month action plan include:

1. Increased collaboration with key stakeholders across the service area.



## Proposed Opioid Settlement Agreement Funding Project Information

2. Increased community awareness of prevention, stigma, resiliency, and risk and protective factors related to youth substance use, including fentanyl.
3. An increase in naloxone education opportunities.

Data will be collected through meeting documentation, media analytics, and naloxone education retrospective surveys.

Anticipated Intermediate Outcomes for a 12-month action plan include:

1. A decrease in youth accessing opioids from home, family, and social settings.
2. An increase in youth perception of the risks associated with fentanyl and opioids.
3. An increase in the frequency and quality of parent-child conversations.
4. An increase in youth coping skills and resiliency.

At the coalition level, the fiscal agent maintains a survey library that is utilized by coalition staff. Nexus administers retrospective surveys related to educational sessions such as the delivery of evidence-based programs like Botvin LifeSkills, and unique multi-session skill building programs like BTAPS. The surveys are processed by the evaluator and outcome data is provided through a monthly report to the Executive Director. This data provides measurements to assess whether performance measures related to individual goals and objectives are being achieved.

For output performance measures related to the strategies, each coalition staff member documents all activities monthly in an ACCESS database. Information documented includes funding source, date, staff person, location, activity, duration of activity, number of participants, brochures distributed and a brief narrative about a positive outcome. This information documents fidelity and performance against goals and objectives. Demographics are also collected for each activity. For continuous quality improvement, the evaluator provides a monthly summary report of all activities and survey results to the coalition to ensure the accuracy of the reporting.

Additionally, the evaluator meets with the coalition team to review output and outcome performance against project goals and objectives. Discussions take place about whether performance measures are on track to being met, brainstorming occurs, and a revised plan of action is identified if there is a need for program quality improvement. This ensures that evaluation activities are aligned with program activities.

7. How long would it take to complete the project? *A project timeline, complete with reasonable deadline, should be submitted with the proposal.*

This project is designed for one year with the possibility of updating and expanding activities in future years. The following Nexus project activities will be implemented and are marked by quarterly timelines following the state's fiscal year: Q1 (July-Sept); Q2 (Oct-Dec); Q3 (Jan-March); and Q4 (April-June).

### **Timeline      Person responsible and Activity**

#### **Strategy 1: Engaging Partners in Raising Awareness of Prevention Education**

Q1      Nexus Executive Director (ED): meets with community partners to garner buy-in, develop a Team, and begin plans for a campaign that supports each other's prevention initiatives.

## **Proposed Opioid Settlement Agreement Funding Project Information**

Q1 ED & Administrator: meet with media partners, outline the Team's media plan, request in-kind media matches, and develop new outreach materials as needed.

Q2 ED & Administrator: schedule, promote, and assist with community Team prevention outreach.

Q2, Q3, Q4 ED & Administrator: convene Team members and facilitate meetings; implement all phases of outreach plan; document results.

Q2, Q3, Q4 All Nexus staff: promote prevention messaging and provide educational outreach materials.

### **Strategy 2: Developing Skills for Making Healthy Choices**

Q1 ED posts for and hires a Prevention Specialist. Training is conducted for this staff member. Meet with staff and evaluator to calendar project activities and needs including survey instruments.

Q1 ED & Specialist: reach out to school administrators; secure sites.

Q1 ED, Specialist & Administrator: schedule presentations, work on calendar of school classes, design flyers, and order curricula.

Q1 to Q4 Specialist & Administrator: work with schools to schedule ongoing curricula / classes.

Q2, Q3, Q4 Specialist: Delivers curricula/classes and collects surveys-through May.

Q2, Q3, Q4 All Staff: complete all data documentation for presentations and classes; send documents to the evaluator; review results and adjust tasks as needed. The Evaluator provides survey assessments and coalition reports.

### **Both strategies**

Q1 to Q4 All staff & evaluator: document on-going progress for grant reports from media outreach activities and classroom education.

Q1 to Q4 ED works with the evaluator to ensure completed surveys are tallied and reviewed. The ED submits grant reports.



**Board of Supervisors Regular**

**7. a. 3.**

**Meeting Date:** 12/10/2024

**Title:** MOU Between NC Public Health and Navajo County BOS - Opioid Settlement Funding

**Submitted For:** Janelle Linn, Health Director

**Submitted By:** Janelle Linn, Health Director

**Department:** NC Public Health Services District

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**Motion before the Board:**

Memorandum of Understanding between Navajo County and Navajo County Public Health Services District for Opioid Settlement Funding for the "We Can Save Lives" Naloxone distribution and data collection project

**Background:**

Funding agreement outlining terms and conditions to fund Navajo County Public Health Services District with \$100,000 annually for a three-year period (total not to exceed \$300,00) payment from Opioid Settlement Funding for their project proposal that was brought before the board and passed at the 10-22-2024 meeting.

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**Attachments**

MOU Between Navajo County and NCPHSD Opioid Settlement Funding  
NCPHSD Naloxone Distribution and Data Collection Project Proposal

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Jason Moore	Jason Moore	11/26/2024 09:23 AM
Health Director	Janelle Linn	12/02/2024 01:53 PM
Form Started By: Janelle Linn		Started On: 11/06/2024 02:31 PM
Final Approval Date: 12/02/2024		

**Memorandum of Understanding  
Between the Navajo County Board of Supervisors and the Navajo County  
Public Health Services District**

This Memorandum of Understanding (MOU) is made and entered into by and between the Navajo County Board of Supervisors “hereinafter referred to as “County”\_ and the Navajo County Public Health Services District (hereinafter referred to as "NCPHSD")

**Background**

WHEREAS, County is a political subdivision of the State of Arizona, and pursuant to A.R.S. § 11-201, Navajo County may enter into contracts as necessary for the exercise of its powers; and,

WHEREAS, the NCPHSD is a special taxing district organized under Title 48 of the Arizona Code, with one of its primary missions to promote public health within Navajo County; and

WHEREAS, County has received settlement funds through the One Arizona Distribution of Opioid Settlement Funds Agreement (“Settlement”) which are to be spent on opioid abatement strategies as set out in “Exhibit A” of the One Arizona Agreement which can be found here:

<https://static1.squarespace.com/static/6462aca0912c6c433ed7b5cd/t/6462b9312389006b605d9dbc/1684191537934/One+AZ+Agmt+-+Ex+A+%28Approved+Purposes%29.pdf>; and

WHEREAS, County desires to enter into this Memorandum of Understanding with NCPHSD to fulfill the opioid abatement strategies using settlement funding

NOW THEREFORE, the parties enter into this MOU upon the terms and conditions set forth below.

**Term**

This MOU and cooperative arrangement will be for the period of July 1,

2024, through June 30, 2027, and may be extended annually by mutual written agreement based on appropriate funding.

County reserves the right to terminate this MOU, in whole or in part, due to the failure of NCPHSD's failure to comply with any material obligation, term or condition in this MOU, or to make satisfactory progress in performing its obligations under this MOU.

### **Funding**

County will provide NCPHSD funding for three years in the amount of \$100,000 per fiscal year commencing with the 2024-2025 fiscal year, with the total amount of the initial three-year period not to exceed \$300,000.

### **Obligations of NCPHSD**

The NCPHSD shall use all program funding for the purposes consistent with its proposal approved by the Board of Supervisors, most specifically "WE Can Save Lives!", which is an NCPHSD program seeking the "Widespread Effective Community Administration of Naloxone." The NCPHSD shall take all necessary step to ensure that settlement funding is used in a manner consistent with the opioid abatement strategies set forth in the One Arizona Agreement.

### **NCPHSD's Representations, Warranties, and Obligations**

NCPHSD agrees to allow County to monitor and oversee NCPHSD's use of Settlement funds and other activities related to the program the County has agreed to fund in order to ensure that the activities comply with the regulatory and auditing requirements and the terms and conditions of the Settlement.

County, in County's sole and absolute discretion, may require NCPHSD to provide records and documentation to County during the term of this MOU and after expiration or termination of this MOU. NCPHSD shall comply with requests from County for records and documentation within two (2) business days. All records and documentation submitted by NCPHSD to County must be accurate, thorough, and acceptable to County, in County's sole and absolute discretion.

NCPHSD agrees at all times, both during and after expiration or termination

of the MOU, to maintain and preserve its records in a manner consistent, and in compliance, with all applicable laws and regulations.

NCPHSD shall submit, at the end of three years, a written report addressed to the Navajo County Board of Supervisors reporting on the progress made in performing the proposal's program goals and the positive impacts and accomplishments the program is making in the community.

NCPHSD is not allowed to take any administrative or indirect fees for the management of settlement monies, not shall it co-mingle the use of settlement proceeds with any other source of public funds. Any unspent settlement monies at the end of the term of this MOU must be returned for re-distribution by County.

### **County Obligations**

County will have up to sixty (60) days to process payments to NCPHSD for approved invoices for goods and services provided for in the project proposal. In no event shall total payments under this MOU exceed \$300,000.

### **Notices**

All notices required or permitted to be given under this MOU shall be in writing via first class U.S. mail and email as follows:

If to County:

Navajo County  
Attn: County Manager  
(Bryan Layton or Successor)  
P.O. Box 668  
Holbrook, AZ 86025  
E-mail: [bryan.layton@navajocountyaz.gov](mailto:bryan.layton@navajocountyaz.gov)

If to NCPHSD

Navajo County Public Health Services District  
Attn: Director  
(Janelle Linn or Successor)  
P.O. Box 668  
Holbrook, AZ 86025  
E-mail: [ava.linn@navajocountyaz.gov](mailto:ava.linn@navajocountyaz.gov)

### **Third Parties**

Nothing in this MOU shall be deemed to create any right in any person not a Party hereto. Nothing contained in this MOU shall create a contractual relationship with or a cause of action in favor of a third party against NCPHSD or COUNTY. This MOU is not intended to benefit any third party.

### **Assignment**

No Party to this MOU may assign any of its rights or responsibilities under this MOU, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of the other Parties. No Party may delegate any performance under this MOU, except with the prior written consent of the other Parties. Any purported assignment of rights or delegation of performance in violation of this section is void.

### **Waiver**

A Party's failure or neglect to enforce any term, covenant, condition, right, or duty in this MOU is neither a waiver of any term, covenant condition, right, or duty, nor is it deemed to be a waiver of that Party's rights or remedies under this MOU. A waiver or extension is only effective if it is in writing and signed by the Party granting it. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy. One or more waivers by a Party of any term, covenant, condition, right, or duty in this MOU shall not be construed as a waiver of a subsequent default or breach of the same covenant, term, condition, right, or duty.

### **Compliance with Law**

The Parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this MOU, including environmental laws

### **Amendment**

This MOU may be amended or supplemented in writing by mutual consent of both parties.

### **Joint Legal Representation**

The Navajo County Board of Supervisors and the Navajo County Public Health Services District are both represented by the Navajo County Attorney's Office. Both parties to this MOU have been advised about and understand the advantages and disadvantages of joint legal representation. Some of the disadvantages include the possibility of conflicts of interest between the

County and the NCPHSD, negative impacts upon attorney-client privilege, etc. Navajo County Board of Supervisors and the NCPHSD, having been advised of the risks and benefits of joint representation, agree to waive any conflict of interest the County Attorney's Office may have and agree to joint legal representation in connection with this Agreement.

**APPROVALS**

**IN WITNESS WHEREOF**, the Parties hereto have caused this MOU to be executed by their duly authorized officials and have affixed their signatures to this MOU on the date written below.

**COUNTY:** Navajo County through the Navajo County Board of Supervisors, a political subdivision of the State of Arizona

\_\_\_\_\_  
Jason Whiting, Chair  
Navajo County Board of Supervisors  
Date: \_\_\_\_\_

**ATTEST:**  
\_\_\_\_\_  
Melissa Buckley, Clerk of the Board  
Date: \_\_\_\_\_

**NCPHSD:** Through the Navajo County Board of Supervisors, sitting as the Board of the NCPHSD:

\_\_\_\_\_  
Jason Whiting, Chair  
Date: \_\_\_\_\_

\_\_\_\_\_  
Janelle Linn  
NCPHSD Director  
Date: \_\_\_\_\_



## **Proposed Opioid Settlement Agreement Funding Project Information**

**Organization Proposing Project:** Navajo County Public Health Services District

**Project Contact Person:** Amy Stradling and Alyssa Lemmon

**Contact Phone:** (928) 532-6050

**Contact Email:** [amy.stradling@navajocountyaz.gov](mailto:amy.stradling@navajocountyaz.gov) and [alyssa.lemmon@navajocountyaz.gov](mailto:alyssa.lemmon@navajocountyaz.gov)

### **Please provide a description of the project and stakeholders that would be involved:**

WE CAN Save Lives!

(Widespread Effective Community Administration of Naloxone)

Navajo County Public Health Services District (NCPHSD) seeks funding to address the opioid epidemic and Navajo County's high substance use. We aim to achieve this through a multi-strategy approach of increasing naloxone administration and education, enhancing partnerships, implementing and enhancing policy, and building and incorporating data collection tools with the Navajo County Community Naloxone Initiative.

NCPHSD is currently the hub of naloxone distribution through a grant from the Arizona Department of Health Services (ADHS). We have been working hard to get naloxone into the hands of those most likely to experience or witness an opioid overdose. However, our funding for this has drastically decreased, so we are unable to address the needs of our community adequately. Funding through the opioid settlement funds would provide an opportunity for us to improve and build on the work we have done.

The WE CAN Save Lives! initiative would entail developing a data collection system to track and enhance our naloxone distribution. Additionally, this data collection would enable us to create and maintain a naloxone dashboard for community members to obtain resources and education on naloxone and overdose prevention. This would provide the opportunity for collaboration and partnerships with healthcare, community-based, and other organizations with shared goals of addressing the opioid epidemic.

The 2023 Navajo County Community Health Needs Assessment (<https://www.navajocountyaz.gov/DocumentCenter/View/1989>) and resulting 2023 Navajo County Community Health Improvement Plan (<https://www.navajocountyaz.gov/DocumentCenter/View/1990>) identified Substance Use Disorder (SUD) as a health priority for residents of Navajo County. NCPHSD has been building a multidisciplinary workgroup to address this, and this funding would enable us to provide better assistance to this work. The initial strategy selected by the workgroup is to *Increase Naloxone Administration*. NCPHSD, acting as co-chair and advisor to the SUD workgroup, serves as the state-appointed center for community-level distribution, tracking, and evaluation of the effectiveness of naloxone in the county. We hope to include key stakeholders in the SUD Workgroup, such as law enforcement, first responders and their Naloxone Leave Behind Program, Navajo County Detention Center and their warm-handoffs, Summit Healthcare, the RE:center, Hope Inc. and their peer navigators, Navajo County WIC program, Hushabye Nursery, to name a few. Funding would help

enhance these partnerships and ensure that community engagement is the foundation of our efforts to address the opioid overdose crisis.

WE CAN Save Lives! Goals:

1. Increase naloxone administration.
2. Enhance partnerships that improve coordinated approaches to community education on Naloxone distribution.
3. Implement and enhance policies that act as roadblocks to program success.
4. Build and implement data collection and dissemination tools.

**1) How does the project support the County's Guiding Principles? Does the project benefit the population most impacted in Navajo County Community?**

With the financial assistance of Opioid Settlement Funds, NCPHSD will maintain the guiding principles:

- A. Spend money to save lives.
  - a. Supplement the state-funded supply of naloxone to Navajo County by ensuring data supports the methods of naloxone distribution in the county.
  - b. Develop a baseline data tool (of naloxone distribution, use, and success), collect data throughout the project's timeline, and evaluate data to determine the effectiveness of naloxone activities in the reduction of opioid-related deaths.
  - c. Increase media messaging and education about naloxone, including the development and implementation of a community dashboard (locate naloxone distribution sites, amounts of naloxone distributed, and effectiveness of distribution).
- B. Use evidence to guide spending.
  - a. According to the Johns Hopkins *Primer on Spending Funds from the Opioid Litigation*, increasing access to naloxone is reported to be one of the core strategies outlined by the litigation settlements. Increased community distribution of naloxone is associated with fewer overdose deaths.
  - b. One main goal of this project is to collect and evaluate community naloxone services, creating evidence to support continued community naloxone distribution and use for saving lives in Navajo County.
- C. Focus on racial equity.
  - a. Coordinate with the multidisciplinary Substance Use Workgroup, which includes people with lived experience and tribal representation.
  - b. Enhance partnerships with local groups that work in and support minority communities that have experienced higher rates of opioid use and death.
  - c. This project includes the use of stigma-reducing education and media messaging (multiple areas of education) through a variety of methods, including a community dashboard/website.
- D. Develop a fair & transparent process for deciding where to spend the funding.
  - a. Include all demographics (sex, age, ethnicity, housing status, incarceration history, mental health/SUD history, etc.) and towns/localities in the data

collection and evaluation to identify areas/groups with the highest risk for opioid overdose and current gaps in naloxone services.

- b. Consult and coordinate with the SUD Workgroup (which includes treatment providers, people with lived experience, housing professionals, tribal members, law enforcement, and EMS) to develop and implement the project.
- c. Coordinate with Tribal leadership.
- d. Solicit community input throughout data collection.

**2) Does the project have a direct link to addressing the opioid crisis? Is it a response to the impacts of the epidemic? Explain how?**

According to the ADHS Opioid Overdose Dashboard, in 2022, 30 deaths in Navajo County were attributed to opioids, 33% among American Indians. In 2023, there were 40 overdose deaths in Navajo County due to opioids, or 36.8 per 100,000 population. Of those deaths, 55% were individuals who identified as American Indian.

(<https://www.azdhs.gov/opioid/dashboards/index.php#overdose-deaths>). John Hopkins reports around 40% of overdose deaths happen with someone else present (<https://opioidprinciples.jhsph.edu/wp-content/uploads/2022/04/Primer-on-Spending-Funds.pdf>).

Naloxone is a competitive opioid-receptor antagonist that temporarily reverses the effects of an opioid overdose when administered promptly and in an appropriate dose. By blocking opioids from binding to opioid receptors, naloxone reverses the opioid-induced suppressed respiration, which can cause death. All of the currently available FDA-approved formulations of naloxone can be used by laypersons outside healthcare settings (Sharpless, 2019, <https://www.fda.gov/news-events/press-announcements/statement-continued-efforts-increase-availability-all-forms-naloxone-help-reduce-opioid-overdose>).

By increasing the education, dissemination, and use of naloxone among community members, especially among high-risk populations, death due to opioid overdose can be reduced. Effective distribution and use of naloxone among community members can decrease the devastating effects of the opioid epidemic in Navajo County. This project proposal seeks to establish this efficacy through data collection and evaluation, partnership enhancement, policy improvement, and media messaging.

**3) Which allowable expense box might the project fit into? (check any that may apply and provide explanation)**

- Broaden Access to Naloxone**
- Increase use of Medication Assisted Treatment**
- Provide Pregnancy/Postpartum Treatment/Support**
- Expand Neonatal Opioid Withdrawal Syndrome Services**
- Fund Warm Hand-Off Programs & Recovery Services**
- Improve Treatment in Jails & Prisons**

**Enrich Prevention Strategies**

**Expand Harm Reduction Programs**

**Support Data Collection & Research**

Broaden Access to Naloxone: We will implement an application and request form to encourage more entities to become a naloxone distribution site. NCPHSD will act as the hub, tracking distribution sites and incorporating them into the marketing and mapping so community members are aware of where they can obtain naloxone.

Provide Pregnancy/Postpartum Treatment/Support: We will partner with Summit Healthcare, Navajo County's Women, Infant, and Children (WIC) program, and Hushabye Nursery to help reach expecting and postpartum women and link them to SUD services to improve birth outcomes.

Expand Neonatal Opioid Withdrawal Syndrome Services: We will partner with the SUD workgroup, local birthing hospitals, OBGYNs, and Hushabye Nursery to increase earlier points of intervention and link families to resources.

Improve Treatment in Jails & Prisons: We will continue to work with the Navajo County Detention Center, advocating for enhanced evidence-based strategies to help reduce recidivism rates. This work will include peer support specialists in the jail who can provide a warm hand-off to peers outside of the jail, providing "Care Kits" with resources, including naloxone, at discharge to every inmate.

Expand Harm Reduction Programs: We will prioritize increasing programs such as the "Naloxone Leave Behind Program" with local public safety and EMS entities.

**4) How much is the project expected to cost? How much is being requested from Opioid Settlement Agreement funds for the project? Are there any other entities, organizations or grants that could help fund the project?**

NCPHSD is requesting a total of \$300,000 over a three-year timeframe from the Opioid Settlement Agreement Funds to support the Navajo County Community Naloxone Initiative. These funds would be used to expand our current opioid program, maximize the Substance Use Disorder Workgroup, and develop and maintain data collection, tracking, and dissemination tools in an effort to increase naloxone education, distribution, and partnerships. Anticipated costs include but are not limited to educational materials, program supplies, data software for tracking and analysis, and the creation and cost of a dashboard.

NCPHSD currently receives funding from ADHS to oversee and implement the Overdose Fatality Team and address overdose deaths through a systemic approach. However, our funding was cut by 2/3 this year. We now only receive approximately \$80,000 to implement strategies to address the opioid crisis, which is not enough to effectively make a difference in the lives of our community members.

**5) Are there any other entities, organizations or grants that could help fund the ongoing costs? How could the project be sustained (funded) after the initial opioid settlement agreement funding investment?**

This funding will help us establish additional naloxone distribution sites with trained professionals throughout the county who can continue providing education and naloxone beyond this funding. As a coordinated effort, the SUD Workgroup will continue to explore funding streams to support combatting SUD. Some of our partnering entities also receive grant funding to combat the opioid epidemic, such as the RE:center, Hope Inc., and Summit Healthcare. We will work together on a multi-sectoral approach to ensure sustainable data collection and evidence-based community initiatives continue.

**6) Is the project evidence-based or evidence-informed? Please detail the evidence-based practices the project will utilize to establish an effective process, as well as detail project evaluation to measure effectiveness.**

Naloxone distribution and use is an evidence-based practice shown to reduce the number of overdose deaths (<https://www.lac.org/resource/evidence-based-strategies-for-abatement-of-harms-from-the-o>). The project's data collection and dashboard components will be based on the evidence-informed work being conducted by Pima County Health Department's Community Mental Health & Addiction Division (<https://pimahelpline.org/naloxone/>).

Our project will utilize the SMART goal format, and the health district epidemiologist will advise and evaluate it.

Data to be collected at the start and end to evaluate the effectiveness (not exhaustive):

- community's knowledge of naloxone
- # of naloxone distributed (to community members, jail, other agencies)
- use of naloxone for reversal (by community members, jail, other agencies)
- opioid-related overdose deaths (OFR #s)
- # of sites distributing naloxone
- policies around naloxone use
- evaluate website traffic once established

**7) How long would it take to complete the project? A project timeline, complete with reasonable deadline, should be submitted with the proposal.**

We are estimating this as a three-year project: (Please see timeline on following page)

## BY END OF YEAR 1

Develop and implement community naloxone training.

Create and implement a survey geared to PWUD to identify barriers to naloxone.

Identify policy barriers impacting entities to carry, use, or administer naloxone.

Establish and enhance baseline data regarding naloxone education and distribution.

Determine current law enforcement and EMS entities participating in a Naloxone Leave Behind Program.

## BY END OF YEAR 2

Increase media messaging campaigns and events, increasing awareness and access to naloxone.

Provide technical assistance addressing policy change, eliminating barriers to participating in naloxone programs.

Increase educational and naloxone distribution sites for ease of access to naloxone.

## BY END OF YEAR 3

Analyze and disseminate program evaluation and impacts.

Finalize sustainability plan.

Create and implement a data dashboard that maps naloxone distribution sites, local resources for PWUD and their families, and reversal information.

Analyze data.



**Board of Supervisors Regular**

**7. a. 4.**

**Meeting Date:** 12/10/2024

**Title:** MOU Between Navajo County and Navajo County Attorney's Office

**Submitted For:** Janelle Linn, Health Director

**Submitted By:** Janelle Linn, Health Director

**Department:** NC Public Health Services District

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**Motion before the Board:**

Memorandum of Understanding between Navajo County and Navajo County Attorney's Office outlining terms and conditions to fund Opioid Town Hall Project with Opioid Settlement Funding

**Background:**

Event occurred in spring of 2024 and these funds will reimburse a portion of the associated expenses. Board approved funding project at 10-22-24 board meeting. This is the formal MOU outlining terms and conditions.

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**Attachments**

MOU County Attorney

NC Attorney's Office Opioid Town Hall Project Proposal

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Jason Moore	Janelle Linn	11/06/2024 03:29 PM
Health Director	Janelle Linn	11/06/2024 03:36 PM
Jason Moore		11/26/2024 09:31 AM
Health Director	Janelle Linn	12/02/2024 01:30 PM
Form Started By: Janelle Linn		Started On: 11/06/2024 03:04 PM
Final Approval Date: 12/02/2024		

**Memorandum of Understanding  
Between the Navajo County Board of Supervisors and the Navajo County  
Attorney's Office**

This Memorandum of Understanding (MOU) is made and entered into by and between the Navajo County Board of Supervisors "hereinafter referred to as "County" and the Navajo County Attorney's Office (hereinafter referred to as "NC ATTORNEY'S OFFICE")

**Background**

WHEREAS, County is a political subdivision of the State of Arizona, and pursuant to A.R.S. § 11-201, Navajo County may enter into contracts as necessary for the exercise of its powers; and,

WHEREAS, the NC ATTORNEY'S OFFICE is a government entity, with one of its missions to address the Opioid Epidemic within Navajo County; and

WHEREAS, County has received settlement funds through the One Arizona Distribution of Opioid Settlement Funds Agreement ("Settlement") which are to be spent on opioid abatement strategies as set out in "Exhibit A" of the One Arizona Agreement which can be found here:

<https://static1.squarespace.com/static/6462aca0912c6c433ed7b5cd/t/6462b9312389006b605d9dbc/1684191537934/One+AZ+Agmt+-+Ex+A+%28Approved+Purposes%29.pdf>; and

WHEREAS County desires to enter into this Memorandum of Understanding with NC ATTORNEY'S OFFICE to fulfill the opioid abatement strategies using settlement funding

NOW THEREFORE, the parties enter into this MOU upon the terms and conditions set forth below.

**Term**

This MOU and cooperative arrangement will be for the period of July 1,



County reserves the right to terminate this MOU, in whole or in part, due to the failure of NC ATTORNEY'S OFFICE's failure to comply with any material obligation, term or condition in this MOU, or to make satisfactory progress in performing its obligations under this MOU.

### **Funding**

County will provide NC ATTORNEY'S OFFICE a one-time payment in the amount of \$2,500.

### **Obligations of NC ATTORNEY'S OFFICE**

The NC ATTORNEY'S OFFICE shall use all program funding for the purposes consistent with its proposal approved by the Board of Supervisors, most specifically toward reimbursing Substance Use Disorder Town Hall Meeting expenses, which is an event sponsored and hosted by NC ATTORNEY'S OFFICE to support data collection and gain stakeholder perspective and information. The NC ATTORNEY'S OFFICE shall take all necessary step to ensure that settlement funding is used in a manner consistent with the opioid abatement strategies set forth in the One Arizona Agreement.

### **NC ATTORNEY'S OFFICE's Representations, Warranties, and Obligations**

NC ATTORNEY'S OFFICE agrees to allow County to monitor and oversee NC ATTORNEY'S OFFICE's use of Settlement funds and other activities related to the program the County has agreed to fund in order to ensure that the activities comply with the regulatory and auditing requirements and the terms and conditions of the Settlement.

County, in County's sole and absolute discretion, may require NC ATTORNEY'S OFFICE to provide records and documentation to County during the term of this MOU and after expiration of termination of this MOU. NC ATTORNEY'S OFFICE shall comply with requests from County for records and documentation within two (2) business days. All records and documentation submitted by NC ATTORNEY'S OFFICE to County must be accurate, thorough, and acceptable to County, in County's sole and absolute discretion.

NC ATTORNEY'S OFFICE agrees at all times, both during and after expiration or termination of the MOU, to maintain and preserve its records in a manner consistent, and in compliance, with all applicable laws and regulations.

NC ATTORNEY'S OFFICE shall submit, at the end of three years, a written report addressed to the Navajo County Board of Supervisors reporting on the progress made in performing the proposal's program goals and the positive impacts and accomplishments the program is making in the community.

NC ATTORNEY'S OFFICE is not allowed to take any administrative or indirect fees for the management of settlement monies, nor shall it co-mingle the use of settlement proceeds with any other source of public funds. Any unspent settlement monies at the end of the term of this MOU must be returned for re-distribution by County.

### **County Obligations**

County will have up to sixty (60) days to process payments to NC ATTORNEY'S OFFICE for approved invoices for goods and services provided for in the project proposal. In no event shall total payments under this MOU exceed \$2,500.

### **Notices**

All notices required or permitted to be given under this MOU shall be in writing via first class U.S. mail and email as follows:

If to County:

Navajo County  
Attn: County Manager  
(Bryan Layton or Successor)  
P.O. Box 668  
Holbrook, AZ 86025  
E-mail: [bryan.layton@navajocountyaz.gov](mailto:bryan.layton@navajocountyaz.gov)

If to NC ATTORNEY'S OFFICE

Navajo County Attorney's Office  
Attn: Grants Coordinator  
(Lynda Young or Successor)  
P.O. Box 668  
Holbrook, AZ 86025

### **Third Parties**

Nothing in this MOU shall be deemed to create any right in any person not a Party hereto. Nothing contained in this MOU shall create a contractual relationship with or a cause of action in favor of a third party against NC ATTORNEY'S OFFICE or COUNTY. This MOU is not intended to benefit any third party.

### **Assignment**

No Party to this MOU may assign any of its rights or responsibilities under this MOU, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of the other Parties. No Party may delegate any performance under this MOU, except with the prior written consent of the other Parties. Any purported assignment of rights or delegation of performance in violation of this section is void.

### **Waiver**

A Party's failure or neglect to enforce any term, covenant, condition, right, or duty in this MOU is neither a waiver of any term, covenant condition, right, or duty, nor is it deemed to be a waiver of that Party's rights or remedies under this MOU. A waiver or extension is only effective if it is in writing and signed by the Party granting it. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy. One or more waivers by a Party of any term, covenant, condition, right, or duty in this MOU shall not be construed as a waiver of a subsequent default or breach of the same covenant, term, condition, right, or duty.

### **Compliance with Law**

The Parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this MOU, including environmental laws

### **Amendment**

This MOU may be amended or supplemented in writing by mutual consent of both parties.

### **Joint Legal Representation**

The Navajo County Board of Supervisors and the Navajo County Attorney's Office are both represented by the Navajo County Attorney's Office. Both parties to this MOU have been advised about and understand the advantages and disadvantages of joint legal representation. Some of the disadvantages include the possibility of conflicts of interest between the County and the NC ATTORNEY'S OFFICE, negative impacts upon attorney-client privilege, etc. Navajo County Board of Supervisors and the NC ATTORNEY'S OFFICE, having been advised of the risks and benefits of joint representation, agree to waive any conflict of interest the County Attorney's Office may have and agree to joint legal representation in connection with this Agreement.

### APPROVALS

**IN WITNESS WHEREOF**, the Parties hereto have caused this MOU to be executed by their duly authorized officials and have affixed their signatures to this MOU on the date written below.

**COUNTY:** Navajo County through the Navajo County Board of Supervisors, a political subdivision of the State of Arizona

\_\_\_\_\_  
Date: \_\_\_\_\_  
Jason Whiting, Chair  
Navajo County Board of Supervisors

**ATTEST:**  
\_\_\_\_\_  
Date: \_\_\_\_\_  
Melissa Buckley, Clerk of the Board

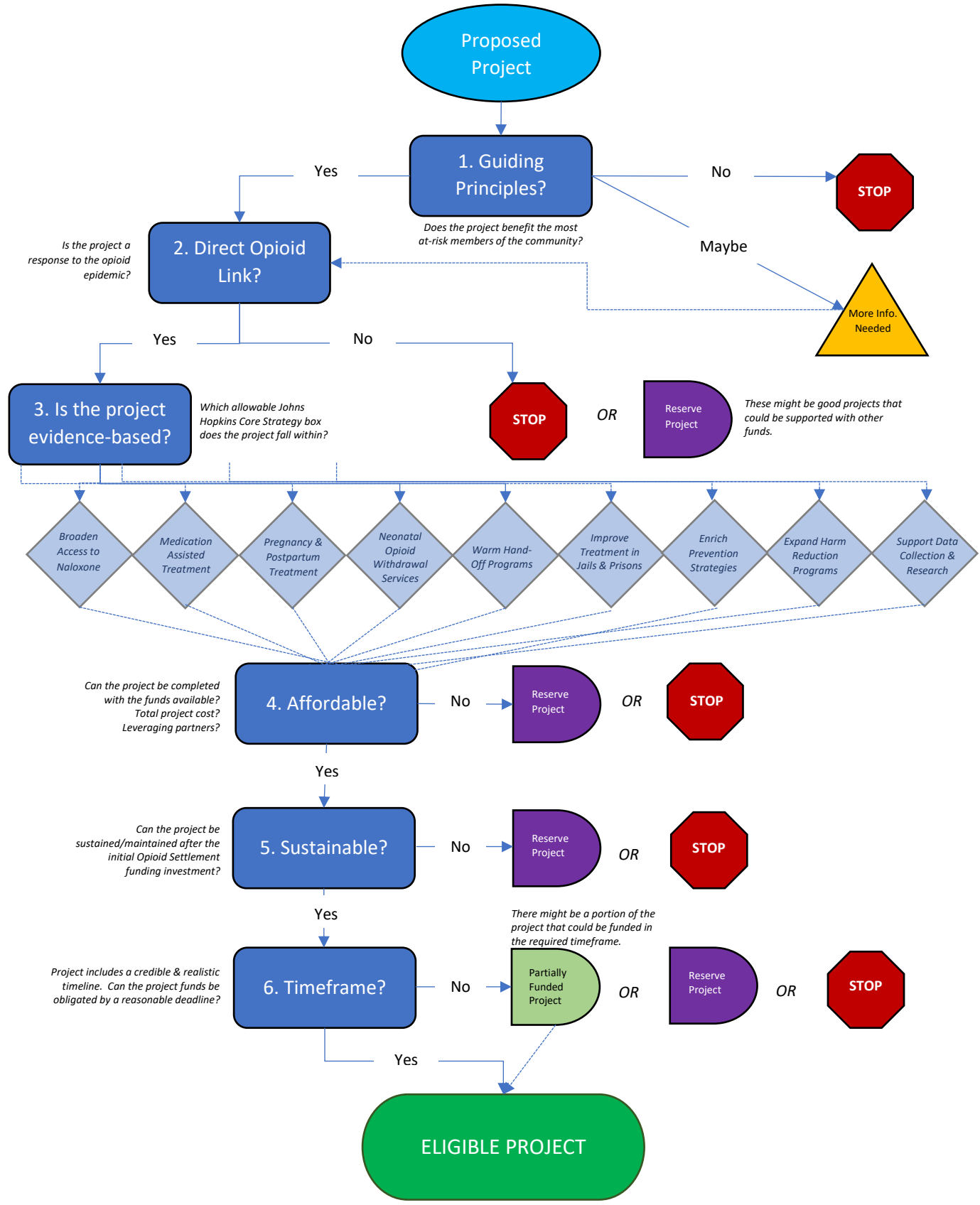
NC Attorney's Office: Through the Navajo County Board of Supervisors, sitting as the Board of the NC Attorney's Office:

\_\_\_\_\_  
Date: \_\_\_\_\_  
Jason Whiting, Chair

\_\_\_\_\_  
Date: \_\_\_\_\_  
Brad Carlyon  
County Attorney

# Opioid Settlement Agreement Funding Project Vetting Process Map

This document is intended to be a guide in helping determine if a proposed project should be funded with Opioid Settlement Agreement dollars.



These projects should be recommended to the BOS for final approval.

Approved by the Board of Supervisors:

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## Proposed Opioid Settlement Agreement Funding Project Information Form

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### Navajo County Guiding Principles

Opioid Settlement Agreement funding is a limited opportunity to invest in the quality of life and to enhance opportunities by funding transformational projects and programs to improve the health of those directly impacted by the opioid epidemic in Navajo County.

- Goals: Identify and remove barriers that limit positive and healthy prevention & recovery in our communities
- Guiding Principles
  - ✓ Spend money to save lives
    - Supplement rather than supplant existing funding
    - Don't spend all the money at once or on one initiative
    - Report to the public where the money is being spent & measures to determine success
  - ✓ Use evidence to guide spending
    - Direct funds to programs supported by evidence
    - Remove policies that may block adoption of programs that work
    - Build data collection capacity
  - ✓ Invest in youth prevention
    - Direct funds to evidence-based or evidence-informed interventions
  - ✓ Focus on racial equality
    - Invest in communities affected by discriminatory policies
    - Support diversion from arrest & incarceration
    - Fund anti-stigma campaigns
    - Involve community members in solutions, including those with lived experience
  - ✓ Develop a fair & transparent process for deciding where to spend the funding
    - Determine areas of greatest need
    - Receive input from groups that touch different parts of the epidemic to develop the plan
    - Ensure representation that reflects the diversity of affected communities when allocating funds

### Proposed Opioid Settlement Agreement Funding Project Information

Organization Proposing Project: Navajo County Attorney's Office

Project Contact Person: Lynda Young

Contact Phone: 928-524-4421

Contact Email: lynda.young@navajocountyaz.gov

Please provide a description of the project and stakeholders that would be involved:

1. How does the project support the County's Guiding Principles? Does the project benefit the population most impacted in Navajo County Community? *This request aligns with the "Support Data Collection and Research" guiding principle. We are proposing an Arizona Town Hall meeting, open to the public and community stakeholders to address the criminal justice system in Navajo County. The Navajo County population will benefit from this activity, as we will implement best practices based on the information/results of the Town Hall.*

Approved by the Board of Supervisors:

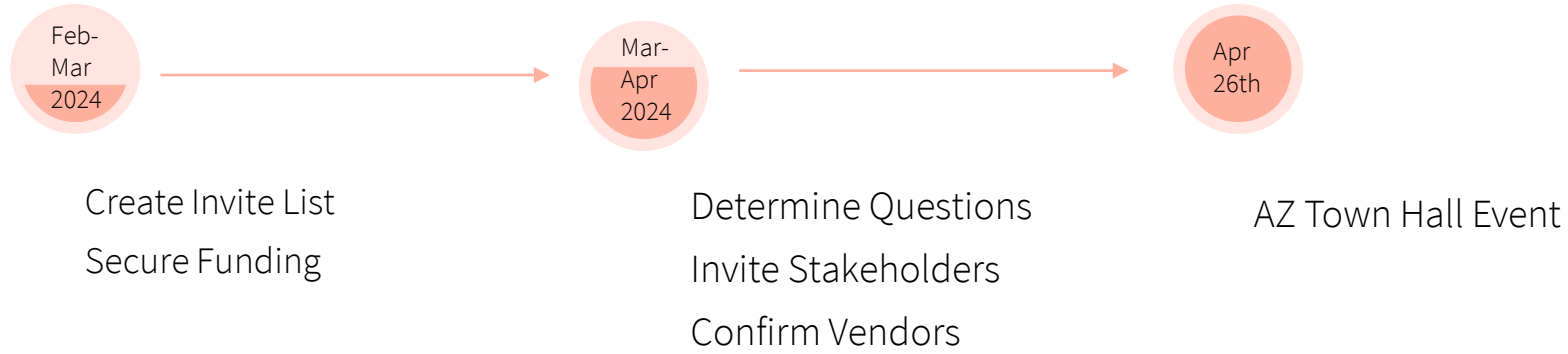
2. Does the project have a direct link to addressing the opioid crisis? Is it a response to the impacts of the epidemic? Explain how. As opioids have a direct impact to criminal behavior, this Arizona Town Hall will discuss the role opioids play. Someone addicted to opioids struggle to hold a job, which means money is an issue. Without money, someone addicted to opioids is likely to commit a crime (shoplifting, theft, etc.) to fund their addiction. Those that are heavily addicted to opioids could be one dose away from death, which coincidentally, could make the crimes being committed more often and more desperate. Data we glean from this event will aid us in determining if our strategies are effective or need to be modified.
3. Which allowable expense box might the project fit into? (check any that may apply and provide explanation)

- |  |  |
|--|--|
| <input type="checkbox"/> Broaden Access to Nalaxone                          | <input type="checkbox"/> Improve Treatment in Jails & Prisons          |
| <input type="checkbox"/> Increase use of Medication Assisted Treatment       | <input type="checkbox"/> Enrich Prevention Strategies                  |
| <input type="checkbox"/> Provide Pregnancy/Postpartum Treatment/Support      | <input type="checkbox"/> Expand Harm Reduction Programs                |
| <input type="checkbox"/> Expand Neonatal Opioid Withdrawal Syndrome Services | <input checked="" type="checkbox"/> Support Data Collection & Research |
| <input type="checkbox"/> Fund Warm Hand-Off Programs & Recovery Services     |  |

Comments to explain how project proposal aligns with one or more core strategies:

4. How much is the project expected to cost? Our anticipated costs to bring the Arizona Town Hall to Navajo County is approximately \$15,000.00. How much is being requested from Opioid Settlement Agreement funds for the project? We are requesting \$2,500 from Opioid Settlement Agreement funds. Are there any other entities, organizations or grants that could help fund the project? We have secured \$10,000 from Blue Cross Blue Shield of Arizona. We've also secured \$2,500 from Arizona Complete Health.
5. Are there any other entities, organizations or grants that could help fund the **ongoing** costs? - This program ask is a one-time event, so there will be no ongoing costs. How could the project be sustained (funded) after the initial opioid settlement agreement funding investment? – N/A
6. Is the project evidence-based or evidence-informed? - This project is evidence-informed. Please detail the evidence-based/informed practices the project will utilize to establish an effective process, as well as detail project evaluation to measure effectiveness. – This project will follow the practice of using evidence to inform decision making. We will invite community stakeholders and members of the public to present evidence based on what works, what works well, what doesn't work well and what needs to be changed. Information can be in the form of research, professional expertise and those that speak from experience.
7. How long would it take to complete the project? A project timeline, complete with reasonable deadline, should be submitted with the proposal. – The event will be a 4-hour work session, in which 4 questions will be asked, answered and discussed. Information received will be reproduced back to us in the form of a Recommendations Report within 90 days of the event. See attached project timeline.

Approved by the Board of Supervisors:







**Board of Supervisors Regular**

**7. a. 5.**

**Meeting Date:** 12/10/2024

**Title:** MOU Navajo County and NC Sheriff's Office - Opioid Settlement Funding for Re-Entry Project

**Submitted For:** Janelle Linn, Health Director

**Submitted By:** Janelle Linn, Health Director

**Department:** NC Public Health Services District

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**Motion before the Board:**

Memorandum of Understanding between Navajo County and the Navajo County Sheriff's Office (NCSO) outlining the terms and conditions of Opioid Settlement Funding for the Re-Entry Project

**Background:**

The project was approved by the Navajo County Board of Supervisors to be funded at the 10-22-24 board meeting. This MOU is the formal document outlining the terms and conditions of the funding agreement for the NCSO's proposed Re-Entry Project.

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**Attachments**

Opioid Settlement Funding Agreement Between Navajo Co and NCSO  
NCSO Re-Entry Project Proposal

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Jason Moore		11/26/2024 09:35 AM
Health Director	Janelle Linn	12/02/2024 01:39 PM
Jason Moore	Jason Moore	12/02/2024 02:22 PM
Form Started By: Janelle Linn		Started On: 11/06/2024 05:28 PM
Final Approval Date: 12/02/2024		

**Memorandum of Understanding  
Between the Navajo County Board of Supervisors and the Navajo County  
Sheriff's Office**

This Memorandum of Understanding (MOU) is made and entered into by and between the Navajo County Board of Supervisors “hereinafter referred to as “County”\_ and the Navajo County Sheriff’s Office (hereinafter referred to as "NCSO")

**Background**

WHEREAS, County is a political subdivision of the State of Arizona, and pursuant to A.R.S. § 11-201, Navajo County may enter into contracts as necessary for the exercise of its powers; and,

WHEREAS, the NCSO is a government entity, with one of its primary missions to utilize evidence-based and evidence-informed approaches improve outcomes for individuals experiencing substance use disorder who encounter the criminal justice system within Navajo County; and

WHEREAS, County has received settlement funds through the One Arizona Distribution of Opioid Settlement Funds Agreement (“Settlement”) which are to be spent on opioid abatement strategies as set out in “Exhibit A” of the One Arizona Agreement which can be found here:

<https://static1.squarespace.com/static/6462aca0912c6c433ed7b5cd/t/6462b9312389006b605d9dbc/1684191537934/One+AZ+Agmt+-+Ex+A+%28Approved+Purposes%29.pdf>; and

WHEREAS, County desires to enter into this Memorandum of Understanding with NCSO to fulfill the opioid abatement strategies using settlement funding

NOW THEREFORE, the parties enter into this MOU upon the terms and conditions set forth below.

## **Term**

This MOU and cooperative arrangement will be for the period of July 1, 2024, through June 30, 2027, and may be extended annually by mutual written agreement based on appropriate funding.

County reserves the right to terminate this MOU, in whole or in part, due to the failure of NCSO's failure to comply with any material obligation, term or condition in this MOU, or to make satisfactory progress in performing its obligations under this MOU.

## **Funding**

County will provide NCSO funding for three years in the amount of \$125,000 per fiscal year commencing with the 2024-2025 fiscal year, with the total amount of the initial three-year period not to exceed \$375,000.

## **Obligations of NCSO**

The NCSO shall use all program funding for the purposes consistent with its proposal approved by the Board of Supervisors, most specifically by creating a system of programs that are for those who are placed into custody to improve their outcomes stemming from substance use through MAT/MOUD, in-custody substance abuse treatment, therapy and other re-entry supports and wrap-around services. The NCSO shall take all necessary step to ensure that settlement funding is used in a manner consistent with the opioid abatement strategies set forth in the One Arizona Agreement.

## **NCSO's Representations, Warranties, and Obligations**

NCSO agrees to allow County to monitor and oversee NCSO's use of Settlement funds and other activities related to the program the County has agreed to fund in order to ensure that the activities comply with the regulatory and auditing requirements and the terms and conditions of the Settlement.

County, in County's sole and absolute discretion, may require NCSO to provide records and documentation to County during the term of this MOU and after expiration of termination of this MOU. NCSO shall comply with requests from County for records and documentation within two (2) business days. All

records and documentation submitted by NCSO to County must be accurate, thorough, and acceptable to County, in County's sole and absolute discretion.

NCSO agrees at all times, both during and after expiration or termination of the MOU, to maintain and preserve its records in a manner consistent, and in compliance, with all applicable laws and regulations.

NCSO shall submit, at the end of three years, a written report addressed to the Navajo County Board of Supervisors reporting on the progress made in performing the proposal's program goals and the positive impacts and accomplishments the program is making in the community.

NCSO is not allowed to take any administrative or indirect fees for the management of settlement monies, not shall it co-mingle the use of settlement proceeds with any other source of public funds. Any unspent settlement monies at the end of the term of this MOU must be returned for re-distribution by County.

### **County Obligations**

County will have up to sixty (60) days to process payments to NCSO for approved invoices for goods and services provided for in the project proposal. In no event shall total payments under this MOU exceed \$375,000.

### **Notices**

All notices required or permitted to be given under this MOU shall be in writing via first class U.S. mail and email as follows:

If to County:

Navajo County  
Attn: County Manager  
(Bryan Layton or Successor)  
P.O. Box 668  
Holbrook, AZ 86025  
E-mail: [bryan.layton@navajocountyaz.gov](mailto:bryan.layton@navajocountyaz.gov)

If to NCSO

Navajo County Sheriff's Office  
Attn: Navajo County Sheriff  
(David Clouse or Successor)  
P.O. Box 668  
Holbrook, AZ 86025

### **Third Parties**

Nothing in this MOU shall be deemed to create any right in any person not a Party hereto. Nothing contained in this MOU shall create a contractual relationship with or a cause of action in favor of a third party against NCSO or COUNTY. This MOU is not intended to benefit any third party.

### **Assignment**

No Party to this MOU may assign any of its rights or responsibilities under this MOU, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of the other Parties. No Party may delegate any performance under this MOU, except with the prior written consent of the other Parties. Any purported assignment of rights or delegation of performance in violation of this section is void.

### **Waiver**

A Party's failure or neglect to enforce any term, covenant, condition, right, or duty in this MOU is neither a waiver of any term, covenant condition, right, or duty, nor is it deemed to be a waiver of that Party's rights or remedies under this MOU. A waiver or extension is only effective if it is in writing and signed by the Party granting it. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy. One or more waivers by a Party of any term, covenant, condition, right, or duty in this MOU shall not be construed as a waiver of a subsequent default or breach of the same covenant, term, condition, right, or duty.

### **Compliance with Law**

The Parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this MOU, including environmental laws

### **Amendment**

This MOU may be amended or supplemented in writing by mutual consent of both parties.

### **Joint Legal Representation**

The Navajo County Board of Supervisors and the Navajo County Sheriff's Office are both represented by the Navajo County Attorney's Office. Both parties to this MOU have been advised about and understand the advantages and disadvantages of joint legal representation. Some of the disadvantages include the possibility of conflicts of interest between the County and the NCSO, negative impacts upon attorney-client privilege, etc. Navajo County Board of Supervisors and the NCSO, having been advised of the risks and benefits of joint representation, agree to waive any conflict of interest the County Sheriff's Office may have and agree to joint legal representation in connection with this Agreement.

### APPROVALS

**IN WITNESS WHEREOF**, the Parties hereto have caused this MOU to be executed by their duly authorized officials and have affixed their signatures to this MOU on the date written below.

**COUNTY:** Navajo County through the Navajo County Board of Supervisors, a political subdivision of the State of Arizona

\_\_\_\_\_  
Jason Whiting, Chair  
Navajo County Board of Supervisors  
Date: \_\_\_\_\_

**ATTEST:**  
\_\_\_\_\_  
Melissa Buckley, Clerk of the Board  
Date: \_\_\_\_\_

**NCSO:** Through the Navajo County Board of Supervisors, sitting as the Board of the NCSO:

\_\_\_\_\_  
Jason Whiting, Chair  
Date: \_\_\_\_\_

\_\_\_\_\_  
David Clouse, Sheriff  
Date: \_\_\_\_\_



1. How does the project support the County's Guiding Principles? Does the project benefit the population most impacted in Navajo County Community?

The Navajo County Sheriff's Office is committed to providing critical care and services to those who have been most affected by opioid epidemic by creating a system of programs that care for those who are placed into custody by.

First identifying at intake those who have used the substance prior to arrest.

Second stabilize once in custody by providing a robust MAT/MOUD program.

Third continue to build on treatment by utilizing an in-custody substance abuse treatment program using both one on one and group therapy.

Fourth utilize navigators and release coordinators to work with inmates to connect with community resources and stakeholders to provide continuity of care and services upon release from custody.

The majority of those who are affected by the opioid epidemic at some point will have contact with law enforcement, we are most suited to identify and treat those who are the most at risk from their addiction. Our program provides direct connection with community resources and programs to assist with recovery and sobriety.

2. Does this project have a direct link to addressing the opioid crisis? Is it a response to the impacts of the epidemic?

The program is a comprehensive plan that begins at the front door (reception/intake) by identifying those currently using and need to be stabilized by medication (MAT/MOUD). MOUD provided to individuals with opioid use disorders provides significant benefit for those who are in custody. Research shows the use of MOUD reduces recidivism, drug overdose deaths upon re entry. Once stabilized we look to treatment, providing an evidence-based treatment plan that provides recovery, life skills and re-entry services to individuals. We also incorporate a peer-based model, which is based on sound psychological principles that have been tested on addiction settings and is grounded in values of local communities of recovery.

This proposal is a peer based recovery program that will allow us to provide recovery orientated services in custody with limited resources utilizing peer based counselors. Recovery treatment services will include;

- Identifying needs and goals (treatment Planning.
- Facilitating groups.
- Increasing practical knowledge of addiction.
- Coaching.



- Role modeling.
- One on one counseling.
- R-entry Planning.
- Crisis intervention.

Release and re-entry are the last component of door to door program services. Back door (release) working with our local addiction stakeholders to ensure our program was congruent to programs offered by their services, we would be able to transition offenders from an in-custody treatment plan to either a residential or outpatient service once released. This would allow for our Peer mentors and re-entry coordinators to do a warm handoff increasing the viability of successful reintroduction to community from custody.

3. Which allowable expense might the project fit into?

- Increase use of Medication Assisted Treatment
  - Provide MAT and MOUD to arrestees that meet program requirements.
- Improve treatment in jails.
  - Implement a comprehensive treatment program service that works with stabilizing, treating and providing congruent treatment services upon release.
- Fund warm hand-off programs and recovery services.
  - By utilizing peer mentor and re-entry coordinators to develop release plans.
  - Develop programs that can be continued upon release with either inpatient or outpatient services.
- Enrich prevention strategies.
  - Programs services will work with local community stakeholders to develop specific services that meet the needs of community residents based on resources available.
- Expand harm reduction programs.
  - Programs services will work with local community stakeholders to develop specific services that meet the needs of community residents based on resources available.
- Support data collection and research.
  - Utilizing peer mentors and coordinators, track available data collection and share results with community stake holders to provide real time





**David M. Clouse**  
Sheriff

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

community data that serves to drive new and innovative program initiatives.

4. How much is the project expected to cost? How much is being requested from Opioid Settlement Agreement funds for the project? Are there any other entities, organizations or grants that could help fund the project?

Cost – 1<sup>st</sup> year \$1,000,000

Annually - \$756,000

Requesting Approximately \$125,000 annually for the next 3 years.

We are currently seeking other grant funding opportunities through BJA, and the Office of the Arizona Attorney General's Office to fulfill the remainder of the cost for the program.

5. Are there other entities, organizations or grants that could help fund the ongoing costs? How could the project be sustained after the initial opioid settlement agreement funding investment?

We are currently seeking other grant funding opportunities through BJA, and the Office of the Arizona Attorney General's Office to fulfill the remainder of the cost for the program.

The Sheriff's Office through the Arizona Sheriff's Association is seeking legislative support to make funding of these programs permanent allocations from the state budget to offset county funding liability.

6. Is the project evidence based or evidence informed? Please detail the evidence based/informed practices the project will utilize to establish an effective process, as well as detailed project evaluation to measure effectiveness.

The program is evidence informed; they are intended to inspire hope in individuals that recovery from addiction is not only possible but probable. The services are designed to promote empowerment, self-determination, understanding, coping skills and resiliency through teaching and mentoring that allows individuals with severe and persistent substance use disorders to learn how to achieve recovery and provides them tools to cope with stressors of everyday life while in recovery.



**David M. Clouse**  
Sheriff

**Holbrook (928) 524-4450**  
**[www.navajocountyaz.gov](http://www.navajocountyaz.gov)**

By using peer mentors, we bring real life coaching specialists who have their own story of recovery and utilize their own experience to help those by promoting recovery-oriented environments.

7. How long would it take to complete the project?

The program implemented would not have a completion date. The program is designed to be on going, based on funding availability.



**Board of Supervisors Regular**

**7. a. 6.**

**Meeting Date:** 12/10/2024

**Title:** MOU Between Navajo County and Show Low Police Department

**Submitted For:** Janelle Linn, Health Director

**Submitted By:** Janelle Linn, Health Director

**Department:** NC Public Health Services District

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**Motion before the Board:**

Memorandum of Understanding between Navajo County and Show Low Police Department outlining the terms of Opioid Settlement Funding dispersement

**Background:**

Funding agreement laying out terms to fund Show Low Police Department (SLPD) with a one-time \$23,550 payment from Opioid Settlement Funding for their project proposal that was brought before the board and passed at the 10-22-2024 meeting.

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**Attachments**

Opioid Settlement Funding MOU Between NC and SLPD

SLPD Opioid Settlement Project Proposal

SLPD Project Addendum

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Jason Moore	Jason Moore	12/02/2024 02:22 PM
Health Director (Originator)	Janelle Linn	12/02/2024 02:29 PM
Form Started By: Janelle Linn		Started On: 11/20/2024 11:42 AM
Final Approval Date: 12/02/2024		

**Memorandum of Understanding  
Between the Navajo County Board of Supervisors and the City of Show Low  
Police Department**

This Memorandum of Understanding (MOU) is made and entered into by and between the Navajo County Board of Supervisors “hereinafter referred to as “County”\_ and the City of Show Low Police Department (hereinafter referred to as "SLPD")

**Background**

WHEREAS, County is a political subdivision of the State of Arizona, and pursuant to A.R.S. § 11-201, Navajo County may enter into contracts as necessary for the exercise of its powers; and,

WHEREAS, the SLPD is a law enforcement entity with a primary responsibility to respond to 911 calls in a manner that saves lives, and recognizes the need for additional training and equipment to best respond to calls related to opioid overdose; and

WHEREAS, County has received settlement funds through the One Arizona Distribution of Opioid Settlement Funds Agreement (“Settlement”) which are to be spent on opioid abatement strategies as set out in “Exhibit A” of the One Arizona Agreement which can be found here:

<https://static1.squarespace.com/static/6462aca0912c6c433ed7b5cd/t/6462b9312389006b605d9dbc/1684191537934/One+AZ+Agmt+-+Ex+A+%28Approved+Purposes%29.pdf>; and

WHEREAS, County desires to enter into this Memorandum of Understanding with SLPD to fulfill the opioid abatement strategies using settlement funding

NOW THEREFORE, the parties enter into this MOU upon the terms and conditions set forth below.

## **Term**

This MOU and cooperative arrangement will be for the period of July 1, 2024, through June 30, 2025..

County reserves the right to terminate this MOU, in whole or in part, due to the failure of SLPD's failure to comply with any material obligation, term or condition in this MOU, or to make satisfactory progress in performing its obligations under this MOU.

## **Funding**

County will provide SLPD one-time funding in the amount of \$23,550.

## **Obligations of SLPD**

The SLPD shall use all program funding for the purposes consistent with its proposal approved by the Board of Supervisors, most specifically toward EMD certification of dispatch staff, computers, and a console with the intent to better respond to 911 calls associated with opioid overdose to save lives and improve outcomes. The SLPD shall take all necessary step to ensure that settlement funding is used in a manner consistent with the opioid abatement strategies set forth in the One Arizona Agreement.

## **SLPD's Representations, Warranties, and Obligations**

SLPD agrees to allow County to monitor and oversee SLPD's use of Settlement funds and other activities related to the program the County has agreed to fund in order to ensure that the activities comply with the regulatory and auditing requirements and the terms and conditions of the Settlement.

County, in County's sole and absolute discretion, may require SLPD to provide records and documentation to County during the term of this MOU and after expiration of termination of this MOU. SLPD shall comply with requests from County for records and documentation within two (2) business days. All records and documentation submitted by SLPD to County must be accurate, thorough, and acceptable to County, in County's sole and absolute discretion.

SLPD agrees at all times, both during and after expiration or termination of the MOU, to maintain and preserve its records in a manner consistent, and in

compliance, with all applicable laws and regulations.

SLPD shall submit, at the end of three years, a written report addressed to the Navajo County Board of Supervisors reporting on the progress made in performing the proposal's program goals and the positive impacts and accomplishments the program is making in the community.

SLPD is not allowed to take any administrative or indirect fees for the management of settlement monies, not shall it co-mingle the use of settlement proceeds with any other source of public funds. Any unspent settlement monies at the end of the term of this MOU must be returned for re-distribution by County.

### **County Obligations**

County will have up to sixty (60) days to process payments to SLPD for approved invoices for goods and services provided for in the project proposal. In no event shall total payments under this MOU exceed \$23,550.

### **Notices**

All notices required or permitted to be given under this MOU shall be in writing via first class U.S. mail and email as follows:

If to County:

Navajo County  
Attn: County Manager  
(Bryan Layton or Successor)  
P.O. Box 668  
Holbrook, AZ 86025  
E-mail: [bryan.layton@navajocountyaz.gov](mailto:bryan.layton@navajocountyaz.gov)

If to SLPD

City of Show Low Police Department  
Attn:  
(Catherine Salazar or Successor)  
E-mail: [csalazar@showlowaz.gov](mailto:csalazar@showlowaz.gov)

### **Third Parties**

Nothing in this MOU shall be deemed to create any right in any person not a Party hereto. Nothing contained in this MOU shall create a contractual relationship with or a cause of action in favor of a third party against SLPD or

**Assignment**

No Party to this MOU may assign any of its rights or responsibilities under this MOU, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of the other Parties. No Party may delegate any performance under this MOU, except with the prior written consent of the other Parties. Any purported assignment of rights or delegation of performance in violation of this section is void.

**Waiver**

A Party’s failure or neglect to enforce any term, covenant, condition, right, or duty in this MOU is neither a waiver of any term, covenant condition, right, or duty, nor is it deemed to be a waiver of that Party’s rights or remedies under this MOU. A waiver or extension is only effective if it is in writing and signed by the Party granting it. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy. One or more waivers by a Party of any term, covenant, condition, right, or duty in this MOU shall not be construed as a waiver of a subsequent default or breach of the same covenant, term, condition, right, or duty.

**Compliance with Law**

The Parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this MOU, including environmental laws

**Amendment**

This MOU may be amended or supplemented in writing by mutual consent of both parties.

**APPROVALS**

**IN WITNESS WHEREOF**, the Parties hereto have caused this MOU to be executed by their duly authorized officials and have affixed their signatures to this MOU on the date written below.

**COUNTY:** Navajo County through the Navajo County Board of Supervisors, a political subdivision of the State of Arizona

\_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Melissa Buckley, Clerk of the Board

Date: \_\_\_\_\_

**SLPD:** Show Low Police Department through City of Show Low, a municipality in the state of Arizona.

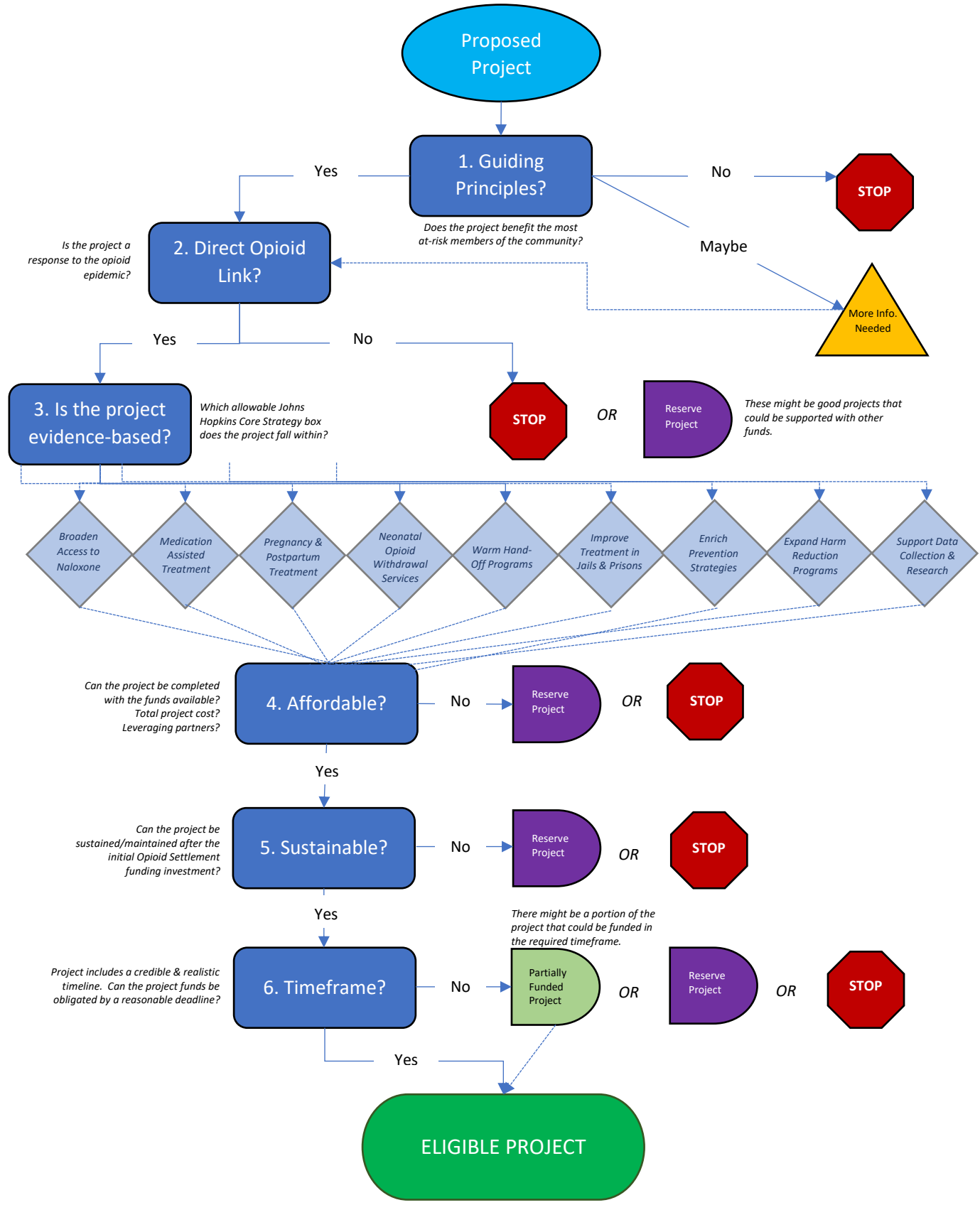
\_\_\_\_\_  
Brad Provost, Chief of Police

Date: \_\_\_\_\_



# Opioid Settlement Agreement Funding Project Vetting Process Map

This document is intended to be a guide in helping determine if a proposed project should be funded with Opioid Settlement Agreement dollars.



Approved by the Board of Supervisors:

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## Proposed Opioid Settlement Agreement Funding Project Information Form

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### Navajo County Guiding Principles

*Opioid Settlement Agreement funding is a limited opportunity to invest in the quality of life and to enhance opportunities by funding transformational projects and programs to improve the health of those directly impacted by the opioid epidemic in Navajo County.*

- Goals: *Identify and remove barriers that limit positive and healthy prevention & recovery in our communities*
- Guiding Principles
  - ✓ *Spend money to save lives*
    - *Supplement rather than supplant existing funding*
    - *Don't spend all the money at once or on one initiative*
    - *Report to the public where the money is being spent & measures to determine success*
  - ✓ *Use evidence to guide spending*
    - *Direct funds to programs supported by evidence*
    - *Remove policies that may block adoption of programs that work*
    - *Build data collection capacity*
  - ✓ *Invest in youth prevention*
    - *Direct funds to evidence-based or evidence-informed interventions*
  - ✓ *Focus on racial equality*
    - *Invest in communities affected by discriminatory policies*
    - *Support diversion from arrest & incarceration*
    - *Fund anti-stigma campaigns*
    - *Involve community members in solutions, including those with lived experience*
  - ✓ *Develop a fair & transparent process for deciding where to spend the funding*
    - *Determine areas of greatest need*
    - *Receive input from groups that touch different parts of the epidemic to develop the plan*
    - *Ensure representation that reflects the diversity of affected communities when allocating funds*

### Proposed Opioid Settlement Agreement Funding Project Information

Organization Proposing Project: Show Low Police Department

Project Contact Person: Catherine Salazar

Contact Phone: 928-537-5091 ext 245

Contact Email: csalazar@showlowaz.gov

Please provide a description of the project and stakeholders that would be involved:

1. How does the project support the County's Guiding Principles? Does the project benefit the population most impacted in Navajo County Community?
  - a. By having our 911 dispatchers Emergency Medical Dispatch (EMD) certified, they can provide immediate first aid assistance to those who are either overdosing, or those who are with someone who is overdosing or has overdosed on any medication or drug, including opioids. The questions they are trained to ask have been reviewed and approved by medical professionals.

Approved by the Board of Supervisors:

- b. The project covers almost all of southern Navajo County for EMS/EMD services, as the Show Low Regional Communications Division dispatches for five different Fire/EMS departments.
2. Does the project have a direct link to addressing the opioid crisis? Is it a response to the impacts of the epidemic? Explain how.
- a. EMD certified dispatchers are trained to recognize the signs of an overdose, and they are trained to ask if the caller has access to Naloxone (Narcan). They are also trained to ask specific questions such as, How many doses do they have, How many doses did they give. By being the first line of contact in an overdose emergency, the dispatcher’s questions and instructions give the victim a better chance of survival.
3. Which allowable expense box might the project fit into? (check any that may apply and provide explanation)
- Broaden Access to Naloxone
  - Increase use of Medication Assisted Treatment
  - Provide Pregnancy/Postpartum Treatment/Support
  - Expand Neonatal Opioid Withdrawal Syndrome Services
  - Fund Warm Hand-Off Programs & Recovery Services
  - Improve Treatment in Jails & Prisons
  - Enrich Prevention Strategies
  - Expand Harm Reduction Programs
  - Support Data Collection & Research

Comments to explain how project proposal aligns with one or more core strategies:

4. How much is the project expected to cost? How much is being requested from Opioid Settlement Agreement funds for the project? Are there any other entities, organizations or grants that could help fund the project?
- a. EMD certification through an International Academies of Emergency Dispatch approved program is \$500 per dispatcher for a new certification. Recertification is \$50 per year per dispatcher. We certify approximately three new dispatchers a year at a cost of \$1,500, plus recertify approximately 14 dispatchers per year at a cost of \$700. This would be an annual cost of \$2,200.
  - b. Show Low Regional Communications is adding a 6<sup>th</sup> console when we move into our new center later this year. The cost to add the EMD program to this 6<sup>th</sup> console is \$12,350.
  - c. In order to comply with national guidelines, three “Toughbook” laptops are needed. These laptops will have our CAD (computer-aided dispatch) program installed on them. In the event of a bail-out emergency, the dispatchers would be able to move to a different location, plug in the Toughbook laptops, and be able to use our CAD to continue dispatching operations. These laptops are \$3,000 each, for a total of \$9,000.
5. Are there any other entities, organizations or grants that could help fund the **ongoing** costs? How could the project be sustained (funded) after the initial opioid settlement agreement funding investment?
- a. The expenses to obtain and maintain additional EMD certifications for our 911 dispatchers will be included in future annual budgets, and they are shared by our stakeholders – the eight agencies for whom we provide dispatch services.
6. Is the project evidence-based or evidence-informed? Please detail the evidence-based/informed practices the project will utilize to establish an effective process, as well as detail project evaluation to measure effectiveness.

Approved by the Board of Supervisors:

- a. Giving first aid instructions and instructions as to how to administer Naloxone saves lives, and HIDTA has created a database called "ODMAP" which tracks overdose cases, age and gender of the victim, whether the victim was taken to the hospital, which drug/s are suspected, and whether Naloxone was administered. Having our dispatchers EMD certified provides the basis of evidence in the success rate of Naloxone administered on scene prior to the arrival of first responders.
7. How long would it take to complete the project? *A project timeline, complete with reasonable deadline, should be submitted with the proposal.*
- a. Emergency Medical Dispatch certification is ongoing. Show Low PD Communications hires approximately three new dispatchers a year at a cost of \$500 each for initial certification, and our staffing numbers are 14 dispatchers, which are \$50 per year to recertify.
  - b. The cost for adding the EMD program to the new 6<sup>th</sup> console is a one-time cost. However, our Communications Division is anticipating continued growth with the potential to add at least 3 additional consoles in the future.

Approved by the Board of Supervisors:



**Brad Provost**  
**Chief of Police**



**411 E. Deuce of Clubs**  
**Show Low, Arizona 85901**

August 9, 2024

To Whom it May Concern,

This Addendum will provide clarification to information provided by the Show Low Police Department as part of their application for Proposed Opioid Settlement Agreement Funding Project Information for the Navajo County Opioid Settlement Steering Committee.

On August 8<sup>th</sup>, 2024, the Navajo County Opioid Settlement Steering Committee met to review applications submitted for project funding from the Navajo County Opioid Settlement. During the meeting, the Steering Committee reviewed an application submitted by the Show Low Police Department requesting funding from the Opioid Settlement to purchase Emergency Medical Dispatching (EMD) licensing, fees associated with EMD certifications, and three (laptops) for the EMD program. The Steering Committee requested further information on application questions 4 & 5, which will be answered below:

4. How much is the project expected to cost? How much is being requested from Opioid Settlement Agreement funds for the project? Are there any other entities, organizations or grants that could help fund the project?

- a) The program is expected to cost \$23,550. This includes:
  - \$2,200 for EMD certification through an International Academies of Emergency Dispatch approved program (\$1,500 for three new certifications and \$700 for 14 dispatchers to recertify in EMD).
  - \$12,350 for a new EMD program to be added to a new 6<sup>th</sup> console in the Show Low Regional Communications Center.
  - \$9,000 for three new Toughbook laptops. In order to comply with national guidelines, three Toughbook laptops are needed to have Computer-Aided Dispatch (CAD) installed in the event of a bail-out emergency. This would allow dispatchers to move to other locations and continue dispatching with minimal interruption in services to first responders.
- b) The Show Low Police Department is requesting \$23,550 from Opioid Settlement Agreement funds for the project.
- c) There are no other known entities, organizations or grants that could help fund the project.

5. Are there any other entities, organizations or grants that could help fund the **ongoing** costs? How could the project be sustained (funded) after the initial opioid settlement agreement funding investment?

a) Yes, there are other entities and organizations that could help fund the ongoing costs. If funds were provided to get the programs started for the 6<sup>th</sup> console, the regional partners (3 police departments and 5 fire departments) would help fund ongoing costs, which would be part of their annual budgeting process.

b) The project would be sustained after the initial opioid settlement agreement funding investment by the regional partners serviced by the Regional Communications Center (3 police departments and 5 fire departments) through their annual budgeting process.

As mentioned in the original application for funds, by having our 911 dispatchers certified in EMD, they can provide immediate first aid assistance to those who are overdosing on opioids or to those who are with someone overdosing on opioids. This immediate medical assistance will help save lives.

Please feel free to reach out to me directly for additional information at (928) 537-5091; extension 233 or [gwestover@showlowaz.gov](mailto:gwestover@showlowaz.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Westover" followed by the number "1171".

Greg Westover  
Operational Support Commander



**Board of Supervisors Regular**

**7. a. 7.**

**Meeting Date:** 12/10/2024

**Title:** 2024 Emergency Management Performance Grant Award (EMPG)

**Submitted For:** Catrina Jenkins, EMP Director

**Submitted By:** Catrina Jenkins, EMP Director

**Department:** NC Public Health Services District **Division:** Emergency Management

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**Motion before the Board:**

2024 Emergency Management Performance Grant (EMPG) award to Navajo County Emergency Management

**Background:**

Navajo County Emergency Management and Preparedness continues to request annual grant funding through the Emergency Management Performance Grant. Navajo County EM will utilize these funds to foster community preparedness and resilience for all citizens, stakeholders and staff. These grant dollars support the Ready Navajo County alert system, several plans including the Emergency Operations Plan, Continuity of Government and Continuity of Operations Plan, as well as the training and exercises that support response partners, employees and volunteers throughout the region. This year NCEM will continue to focus on employee safety and preparedness as we work together with other county departments to continue to improve plans, information and work toward internal exercises.

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**Fiscal Impact**

**Fiscal Year:** 2024-25

**Budgeted Y/N:** Y

**Amount Requested:** \$271,634.2

**Fiscal Impact:**

Grant requires 50% non-federal match.

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**Attachments**

2024 EMPG Agreement

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**Form Review**

**Inbox**

Health Director

Form Started By: Catrina Jenkins

Final Approval Date: 11/26/2024

**Reviewed By**

Janelle Linn

**Date**

11/26/2024 09:12 AM

Started On: 11/12/2024 03:24 PM

**SUBRECIPIENT AGREEMENT BETWEEN**

**Navajo County, UEI# FH3HTA8K5456**

**AND**

**The Arizona Department of Emergency and Military Affairs  
FOR**

**The Emergency Management Performance Grant - EMF-2024-EP-05013**

WHEREAS, A.R.S. § 26-305 – 306 charges the Arizona Department of Emergency and Military Affairs (DEMA) with the responsibility of administering funds.

THEREFORE, it is agreed that DEM A shall provide funding to **Navajo County** (“Subrecipient”) under Assistance Listings # 97.042 under the terms of this Subrecipient Agreement.

1. **PURPOSE OF AGREEMENT** - The purpose of this Agreement is to specify the rights and responsibilities of DEM A in administering the distribution of Emergency Management Performance Grant (EMPG) funds to Subrecipient, and to specify the rights and responsibilities of Subrecipient as the recipient of these funds.
2. **TERM OF AGREEMENT, TERMINATION AND AMENDMENTS** - This Agreement shall become effective on July 1, 2024, and shall terminate on June 30, 2025. The rights and responsibilities of DEM A and Subrecipient as described herein will survive termination of this agreement.
3. **DESCRIPTION OF SERVICES, SUPPLIES AND EQUIPMENT** - Subrecipient shall use the funds provided under this Agreement solely for the purposes for which these funds have been provided, as documented by the Subrecipient’s grant application as approved by DEM A, a copy of which is available in the EM Grants Manager system.
  - a. The FY 2024 EMPG covers eligible costs from July 1, 2024 - June 30, 2025 (the “Agreement Period”). The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the Agreement Period. Allowable costs are defined in the FY 2024 EMPG Notice of Funding Opportunity (EMPG NOFO) the AZDEMA EMPG Local Programmatic Guidance and by this Agreement.
  - b. All EMPG funded personnel must complete training requirements for the National Incident Management System (NIMS) as stated in the EMPG NOFO, and Subrecipient must provide DEM A with written proof of completion for each individual as soon as that individual’s training is completed. All EMPG funded personnel must also participate in no less than three emergency management focused exercises run by either Subrecipient or DEM A during the Agreement Period.
  - c. Finance & Administration - Subrecipient shall provide DEM A with complete documentation of all expenditures of funds provided under this Agreement as soon as such documentation becomes available to Subrecipient. Subrecipient shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving funds under this Agreement. DEM A does not manage or take responsibility for the Subrecipient’s projects, and monitors projects (with regard to program eligibility and other requirements) only in order to protect the State's interests.



- i. The FY 2024 EMPG program has a 50% cost match (cash or in-kind) requirement, pursuant to sections 611(j) and 613(a) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (Pub. L. No. 93-288), as amended, (42 U.S.C. 5121 et seq.). Federal funds cannot exceed 50% of eligible costs. Unless otherwise authorized by law, federal funds cannot be matched with other federal funds. All funds received by Subrecipient through DEMA under this Agreement are agreed to be federal matching funds; Subrecipient shall be solely responsible for providing the other 50% (cash or in-kind) in order to obtain these federal matching funds.
- ii. The Federal Emergency Management Agency (FEMA) administers cost matching requirements in accordance with 2 C.F.R. 200.306, and Subrecipient contributions must meet the standards of 2 C.F.R. 200.306 and all other applicable federal law.

4. **MANNER OF FINANCING** - DEMA shall:

- a. Provide the Subrecipient with 50% of the costs expended for approved services, supplies and equipment identified in the approved application, up to **\$135,816.78**. Subrecipient will use the funds provided by DEMA and the matching contribution made by the Subrecipient to acquire the services, supplies and equipment identified in part III of this Agreement.
- b. Payment made by DEMA to Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment or other form of contribution, consisting of applicable, accurate and complete documentation, as determined by DEMA in its sole discretion. A list of acceptable documentation is in the Arizona Local Programmatic Guidance<sup>1</sup>.

5. **FISCAL RESPONSIBILITY** - For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by DEMA, the State, or Federal government, Subrecipient shall reimburse said funds to DEMA immediately.

6. **FINANCIAL AUDIT/PROGRAMATIC MONITORING** - Subrecipient shall comply with A.R.S. 35-214 and 35-215.

- a. Pursuant to 2 C.F.R. 200.501, if Subrecipient expends \$750,000 or more from all federal funding sources during the fiscal year, Subrecipient shall submit an organization-wide financial and compliance audit report per Subpart F of 2 C.F.R. Part 200. Failure to comply with any requirements imposed as a result of an audit will suspend the release of federal funds by DEMA to Subrecipient until Subrecipient has met all such requirements.
- b. Subrecipient will be monitored periodically by DEMA, both programmatic and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring may involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program, and may identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by

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<sup>1</sup> The Arizona Local Programmatic Guidance can be found at <https://az.emgrants.com/>.

DEMA, and shall provide access to all personnel, documents, and other records as may be requested from time to time by DEMA. Subrecipient also shall comply with all requests of DEMA that DEMA deems necessary to ensure the Subrecipient's compliance with their obligations under this Agreement, including but not limited to circumstances in which DEMA is required or requested to provide information or records to FEMA or to any state or federal auditor; in such event, Subrecipient shall cooperate with DEMA and shall provide DEMA with all information and records necessary for DEMA to comply with any such request or requirement.

7. **APPLICABLE FEDERAL REGULATIONS** - Subrecipient must comply with all applicable Arizona and Federal law, whether or not specifically cited or referenced in this Agreement, and including but not limited to, as applicable, (1) 2 C.F.R. 200.0 through 200.345 (general provisions and requirements); (2) 200.400 through 200.475 (cost principles); (3) 200.500 through 200.521 (audit requirements); (4) the Appendices to 2 C.F.R. Part 200; and (5) 2 C.F.R. 3002.10.
8. **OTHER APPLICABLE REQUIRED STANDARDS** - In addition to complying with all applicable Federal and Arizona statutes and regulations, Subrecipient shall:
  - a. Comply with the EMPG NOFO;
  - b. Utilize equipment that appears on the U.S. Department of Homeland Security Authorized Equipment List.<sup>2</sup>
  - c. Prepare, retain, and be prepared to produce for examination by DEMA and/or FEMA, all records of all activities relating to this Agreement, to the extent necessary to comply with the requirements set forth in Subpart F-Audit Requirements, 2 CFR Chapter II, Audits of States, Local Governments, and Non-Profit Organizations
  - d. Comply with National Incident Management System (NIMS) Implementation initiatives as outlined in the EMPG NOFO;
  - e. Comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including but not limited to: the National Environmental Policy Act (NEPA; 42 U.S.C. 4321 through 4347); the National Historic Preservation Act (NHPA; 54 U.S.C. 300101 through 304112, and 305501 through 307108); the Endangered Species Act (ESA; 7 U.S.C. 136; and 16 U.S.C. 1531 through 1544), and Executive Orders on Floodplains (11988). Wetlands (11990) and Environmental Justice for Low Income & Minority Populations (12898) Subrecipient shall not undertake any project having the potential to impact EHP resources without express prior written approval obtained through DEMA.
    - i. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Subrecipient must complete the EHP Assessment Questionnaire form and provide the supporting documentation to include diagrams and photos. The EMPG Program Coordinator will review the

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<sup>2</sup> <https://www.fema.gov/authorized-equipment-list>  
<https://www.whitehouse.gov/omb/information-for-agencies/circulars/#numerical>  
<https://www.fema.gov/executive-order-11988-floodplain-management> ,

<sup>3</sup> <https://www.fema.gov/executive-order-12898-environmental-justice-low-income-minority-populations-1994>  
<https://www.fema.gov/executive-order-11990-protection-wetlands-1977>  
<https://gao.az.gov/publications/saam>

documents and forward to FEMA-Environmental Office. Any subsequent change to the project scope of work will require re-evaluation for compliance with these EHP requirements. If ground-disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient must immediately cease construction in that area and notify DEMA and the appropriate State Historic Preservation Office. Procurement and construction activities shall not be initiated prior to the full EHP review being completed by FEMA Office of Environmental and Historic Preservation.

9. **CONSULTANTS/TRAINERS/TRAINING PROVIDERS** - Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and the total cost of services performed. Consultant/trainer/training-provider costs must be within the prevailing rates and must be obtained in compliance with the procurement rules applicable under Arizona law to the Subrecipient and 2 C.F.R. 200.317 through 200.326.
10. **CONTRACTORS/SUBCONTRACTORS** - Subrecipient may enter into written subcontract(s) for performance of certain of its functions under this Agreement in accordance with terms established under Arizona and Federal law. Subrecipient agrees and understands that no subcontract that Subrecipient enters into with respect to performance under this Agreement shall in any way relieve Subrecipient of any responsibilities for performance of its duties. Subrecipient shall give DEMA immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against Subrecipient by any subcontractor or vendor with respect to any work on any project funded in whole or in part under this Agreement.
11. **PERSONNEL AND TRAVEL COSTS** - All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the Subrecipient's policies and procedures and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the Subrecipient; and will be reimbursed at the most restrictive allowability and rates. At no time will Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration in the SAAM.
12. **PROCUREMENT** - Subrecipient shall comply with all its own procurement rules/policies, all Federal procurement rules/policies (including but not limited to those outlined in this section VII of this Agreement), and all Arizona State procurement code provisions and rules. The intent is that all procurement contracts be awarded competitively, and the Subrecipient shall not enter into any noncompetitive (sole or single source) procurement unless express prior written approval is granted by DEMA.
13. **TRAINING AND EXERCISE** - Subrecipient agrees that any grant funds used for training and exercise must comply with the EMPG NOFO. All training must be approved through the DEMA/Arizona Department of Homeland Security training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit for exercise design, development and scheduling. Subrecipient further agrees to:
  - a. Submit the HSEEP Toolkit Exercise Summary to DEMA with all Exercise Reimbursement Requests within 90 days of completion of the exercise in question;

- b. Post all exercises, documentation and After-Action Reports/Improvement Plans (AAR/IP) via the HSEEP Toolkit within 90 days of completion of the exercise in question; and
- c. Within 90 days of completion of an exercise, or as prescribed by the most recent HSEEP guidance, the Subrecipient shall email the AAR/IP into the HSEEP Inbox ([HSEEP@fema.dhs.gov](mailto:HSEEP@fema.dhs.gov)), upload a copy of the AAR/IP to EM Grants Manager and the DEMA Exercise Officer at [exercises@azdema.gov](mailto:exercises@azdema.gov).

14. **NONSUPPLANTING AGREEMENT** - Subrecipient shall not use funds obtained under this Agreement to supplant State or Local funds or other resources that would otherwise have been made available for any program/project funded in whole or in part under this Agreement. Further, if a position created by this grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, Subrecipient must stop charging this grant for the new position. Upon filling the vacancy, Subrecipient may resume charging for the grant position.

15. **COMPLIANCE WITH STATE AND FEDERAL LAWS REGARDING IMMIGRATION-**

Subrecipient warrants its compliance with:

- a. All State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. 23-214 and 41-4401.
- b. A breach of a warranty by Subrecipient regarding compliance with State or Federal immigration laws or regulations shall be deemed a material breach of this Agreement and Subrecipient may result in action by DEMA up to and including termination of this Agreement.
- c. DEMA retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that Subrecipient is complying with the warranty under paragraph (a) above.

16. **PROPERTY CONTROL** - Effective control and accountability must be maintained by Subrecipient for all equipment and supplies acquired by Subrecipient under this Agreement. Subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the EMPG NOFO, the grant application as approved, and the C.F.R. Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a. Equipment acquired by Subrecipient with funds obtained in whole or in part under this Agreement shall be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by funds obtained in whole or in part under this Agreement. Theft, destruction, or loss of such property shall be reported to DEMA immediately.
- b. Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$300 or more, and does not become a fixture or lose its identity as a component of other equipment or plant.
- c. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one

year. If the Capital Asset current value is equal to or greater than \$5,000 at the end of life or required project activities is discontinued, Subrecipient must request and receive authorization from DEMA prior to disposition.

- d. A Property Control Form shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. Subrecipient shall provide DEMA a copy of the Property Control Form at the end of period of performance or no more than 90 calendar days after the end of the Agreement. The Property Control Form shall be updated and a copy provided to DEMA no more than 45 calendar days after equipment disposition. Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- e. A physical inventory of the Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.

17. **DEBARMENT CERTIFICATION** - Subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions”<sup>4</sup>.

18. **FUNDS MANAGEMENT** - Subrecipient must maintain funds received under this Agreement in a separate account and cannot mix these funds with funds from other sources. Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits (2 CFR 200.302). Subrecipient must maintain adequate business systems to comply with Federal requirements.

19. **REPORTING REQUIREMENTS** - Regular reports by Subrecipient shall include:

- a. Programmatic Reports - Subrecipient shall provide quarterly programmatic reports to DEMA within 30 working days of the last day of the quarter in which services are provided. So that the report contains such information as deemed necessary by DEMA, Subrecipient shall use the EM Grants Manager system reporting tool.
- b. .
  - i. If a project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report must be marked as “final.” Quarterly programmatic reports shall be submitted to DEMA through the EM Grants Manager system until the entire scope of the Grant is completed.
  - ii. Upon request of DEMA, Subrecipient must provide DEMA any information necessary to meet any state or federal reporting requirements.
  - iii. Quarterly Programmatic reports are due:

Quarter	Period	Due
1	July 1 – September 30	October 30
2	October 1 – December 31	January 30
3	January 1- March 31	April 30
4	April 1 – June 30	July 30

<sup>4</sup> [https://www.dhs.gov/sites/default/files/2023-12/2023\\_1130\\_dhs\\_standard\\_terms\\_and\\_conditions\\_fy24.pdf](https://www.dhs.gov/sites/default/files/2023-12/2023_1130_dhs_standard_terms_and_conditions_fy24.pdf)

- c. Financial Reimbursements - Subrecipient shall provide DEMA with quarterly requests for reimbursement. Requests for reimbursements shall be submitted with the Reimbursement Form provided in the EM Grants Manager system.
  - i. Subrecipient shall submit to DEMA a final request for reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than 90 calendar days after the completion of all work funded in whole or in part by the Agreement. Requests for reimbursement received by DEMA later than the 90 days will not be paid. The final reimbursement request as submitted shall be marked "final" by Subrecipient.
  - ii. DEMA requires that all requests for reimbursement be submitted via the EM Grants Manager system.
  - iii. DEMA reserves the right to request and/or require any supporting documentation and/or information DEMA believes necessary in order to process requests for reimbursements. Subrecipient shall promptly provide DEMA with all such documents and/or information.
  - iv. Quarterly Financial Expenditure reports are due:

Quarter	Period	Due
1	July 1 – September 30	October 30
2	October 1 – December 31	January 30
3	January 1- March 31	April 30
4	April 1 – June 30	September 30

- v. All reports shall be submitted by Subrecipient through the EM Grants Manager system as described in Part 46, NOTICES, of this Agreement.

- 20. **ASSIGNMENT AND DELEGATION** - Subrecipient may not assign any rights hereunder without the express, prior written agreement of both parties.
- 21. **AMENDMENTS** - Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of Subrecipient and DEMA.
  - a. Any such amendment shall specify:
    - i. An effective date;
    - ii. Increases or decreases in the amount of Subrecipient’s compensation if applicable;
    - iii. Be titled as an “Amendment;”
    - iv. Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.
- 22. **AGREEMENT RENEWAL** - This Agreement shall not bind nor purport to bind DEMA for any contractual commitment in excess of the original Agreement period, which may not be changed except by a writing signed by all parties hereto in conformity with Paragraph 21, AMENDMENTS.
- 23. **RIGHT TO ASSURANCE** - If DEMA in good faith has reason to believe that Subrecipient does not intend to or is unable to perform or continue performing under this Agreement,

DEMA may demand in writing that Subrecipient give a written assurance of intent and ability to perform. If Subrecipient fails to provide written assurance within the number of days specified in the demand, DEMA at its option may terminate this Agreement.

24. **CANCELLATION FOR CONFLICT OF INTEREST** - DEMA may, by written notice to Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from DEMA, unless the notice specifies a later time.
25. **THIRD PARTY ANTITRUST VIOLATIONS** - Subrecipient hereby 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 Subrecipient toward fulfillment of this Agreement.
26. **AVAILABILITY OF FUNDS** - Every payment obligation of DEMA under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. 35-154. If the funds are not allocated and available for the continuance of this Agreement, DEMA may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to DEMA in the event this provision is exercised, and DEMA shall not be obligated or liable for any future payments or for any damages as a result of termination under this part 18, including purchases and/or contracts entered into by Subrecipient in the execution of this Agreement.
27. **FORCE MAJEURE** - If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.
28. **PARTIAL INVALIDITY** - Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.
29. **ARBITRATION** - In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within 30 calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to DEMA) relating to this Agreement shall be resolved through the administrative claims process. In the event A.R.S. 12-1518 applies, the parties shall proceed with arbitration as provided in that statute. The parties agree that proper venue for any litigation shall be in Maricopa County, Arizona.
30. **GOVERNING LAW AND CONTRACT INTERPRETATION**
  - a. This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

- b. This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
  - c. Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.
31. **ENTIRE AGREEMENT** - This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Part 30 of this Agreement. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.
32. **RESTRICTIONS ON LOBBYING** - Subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.
33. **LICENSING** - Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.
34. **NON-DISCRIMINATION** - Subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), A.R.S. title 41, Chapter 9, Article 4 (A.R.S. 41-1461 et seq.), and Arizona Executive Order 2009-09.
35. **SECTARIAN REQUESTS** - Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.
36. **ADVERTISING AND PROMOTION OF AGREEMENT** - Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of DEMA.
37. **CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS** - Any television public service announcement that is produced or funded in whole or in part by Subrecipient shall include closed captioning of the verbal content of such announcement.
38. **INDEMNIFICATION** - To the extent permitted by law, each party (as indemnitor) agrees 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) (hereinafter collectively referred to as claims) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, and are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.



39. **TERMINATION** –

- a. All parties reserve the right to terminate the Agreement in whole or in part due to the failure of Subrecipient or DEMA to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The party wishing to terminate this Agreement shall provide the other party with a written 30-day advance notice of the termination and the reasons for it.
- b. If Subrecipient chooses to terminate this Agreement before the grant deliverables have been met then DEMA reserves the right to collect from Subrecipient all funds distributed by DEMA under this Agreement to Subrecipient.
- c. DEMA may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. Subrecipient shall be liable to DEMA for any excess costs incurred by DEMA in procuring materials or services in substitution for those due from Subrecipient.

40. **CONTINUATION OF PERFORMANCE THROUGH TERMINATION** - Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

41. **COUNTERPARTS** - This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.

42. **AUTHORITY TO EXECUTE THIS AGREEMENT** - Each individual executing this Agreement on behalf of Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

43. **SPECIAL CONDITIONS** - Subrecipient acknowledges that U.S. Department of Homeland Security-Federal Emergency Management Agency and DEMA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:

- a. the copyright in any work developed under an award to DEMA or this sub-award to Subrecipient; and
- b. Any rights of copyright which the Subrecipient purchases ownership with Federal support. Subrecipient shall consult with DEMA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

44. **RECORD RETENTION** - The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. 35-214 and 35-215. All records shall be subject to inspection and audit by the State of Arizona at reasonable times.

45. **ADDITIONAL TERMS AND CONDITIONS** - The Subrecipients agrees to comply with the additional Terms and Conditions as described in the 2024 DHS Standard Terms and Conditions.<sup>i 5</sup>

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<sup>5</sup> [https://www.dhs.gov/sites/default/files/2023-12/2023\\_1130\\_dhs\\_standard\\_terms\\_and\\_conditions\\_fy24.pdf](https://www.dhs.gov/sites/default/files/2023-12/2023_1130_dhs_standard_terms_and_conditions_fy24.pdf)

46. **NOTICES** - Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses and through EM Grants Manager:

Arizona Department of Emergency & Military Affairs  
5636 E. McDowell Road  
Phoenix, AZ 85008

Navajo County  
P. O. Box 668  
Holbrook, AZ 86025

Subrecipient shall address all programmatic questions and reimbursement notices relative to this Agreement to the appropriate DEMA staff through the EM Grants Manager system:

**Programmatic Grant Coordinator**

Diane Fernandez  
[diane.fernandez@azdema.gov](mailto:diane.fernandez@azdema.gov)  
(602) 464-6268

**IN WITNESS WHEREOF**

The parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF**

Navajo County

**FOR AND BEHALF OF**

Arizona Dept of Emergency & Military Affairs,  
Division of Emergency Management

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Gabriel Lavine, Director

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**Board of Supervisors Regular**

**7. b. 1.**

**Meeting Date:** 12/10/2024

**Title:** Recognition of 2024 Public Health Employee of the Year

**Submitted For:** Janelle Linn, Health Director

**Submitted By:** Janelle Linn, Health Director

**Department:** NC Public Health Services District

**Presented By:** Janelle Linn and Bencita Bowman

---

**Subject:**

Presentation recognizing the 2024 Public Health Employee of the Year, **Cheryl Waters**.

**Background:**

Public Health selects an Employee of the Year for the department. Cheryl Waters was selected as our 2024 Public Health Employee of the Year.

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Brandt Clark	Melissa Buckley	11/27/2024 12:26 PM
Health Director	Janelle Linn	12/02/2024 01:05 PM
Form Started By: Janelle Linn		Started On: 11/20/2024 12:05 PM
Final Approval Date: 12/02/2024		



**Board of Supervisors Regular**

**8. a.**

**Meeting Date:** 12/10/2024

**Title:** SUP 24-009 HENLEY WIRELESS COMMUNICATION FACILITY, DISTRICT II

**Submitted By:** Katherine Wright, Planner II

**Department:** Planning & Development Services

**Presented By:** Katherine Wright

---

**Motion before the Board:**

**PUBLIC HEARING:** Consideration and possible adoption of **Resolution Number 47-2024**, approving/denying a Special Use Permit to allow for the construction and operation of a 199' self-support lattice tower and associated facilities, located north of Winslow.

**Background:**

APN#: 103-22-027, T19N, R16E, S07 of the GSRM. Owner: Gene Hancock. Agent: John Katsiris.

This proposal would allow for one (1) 199' self-support lattice wireless communication tower and associated facilities on a 372.64-acre parcel. The proposal would be an appropriate usage within the Navajo County Zoning Ordinance, if approved for a Special Use Permit.

The proposed project is a 199' self-support lattice wireless communication tower and its associated facilities. This tower will be located at least 199' away from all property lines on APN# 103-22-027. The tower and all associated equipment will be in a 50' x 50' area, surrounded by an 8' high chain link fence, with associated utility and access easements.

**Recommendation:**

Navajo County Planning and Development Services Staff recommend approval of the Special Use Permit, subject to the conditions listed in the Staff Report.

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**Attachments**

Application

Staff Report

Presentation

Reso. Approval

Reso. Deny

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**Form Review**

**Inbox**

Brandt Clark

Form Started By: Katherine Wright

Final Approval Date: 12/02/2024

**Reviewed By**

Brandt Clark

**Date**

11/27/2024 12:03 PM

Started On: 11/19/2024 11:35 AM

# **SPECIAL USE PERMIT APPLICATION**



## **NAVAJO COUNTY, ARIZONA PUBLIC WORKS DEPARTMENT PLANNING & ZONING**

**P.O. Box 668 ▪ 100 East Code Talkers Drive ▪ Holbrook, AZ 86025**

**Phone: (928) 524-4100 ▪ Fax: (928) 524-4122**

[www.navajocountyaz.gov](http://www.navajocountyaz.gov)

(Revised June 15, 2011)



# NAVAJO COUNTY PUBLIC WORKS DEPARTMENT

## PLANNING & ZONING

Post Office Box 668 - 100 East Code Talkers Drive

Holbrook, Arizona 86025

(928) 524-4100 FAX (928) 524-4122

[www.navajocountyaz.gov](http://www.navajocountyaz.gov)

## SPECIAL USE PERMIT APPLICATION

(also to be used for an Amendment to an approved/existing Special Use Permit)

### SITE & PROPOSAL INFORMATION:

PROJECT NAME: \_\_\_\_\_

PROPOSED USE OF PROPERTY: \_\_\_\_\_

SPECIAL USE CATEGORY: \_\_\_\_\_

LOCATION (include nearest town/community): \_\_\_\_\_

GENERAL DIRECTIONS TO PARCEL: \_\_\_\_\_

ADDRESS (if known): \_\_\_\_\_

PROPERTY SIZE: \_\_\_\_\_ acres; \_\_\_\_\_ square feet

LEGAL DESCRIPTION: Township \_\_\_\_\_ North, Range \_\_\_\_\_ East, Section(s) \_\_\_\_\_

ASSESSOR PARCEL NO.: \_\_\_\_\_

SUBDIVISION NAME: \_\_\_\_\_ LOT #: \_\_\_\_\_

PRESENT USE OF PROPERTY: \_\_\_\_\_

CURRENT ZONING: \_\_\_\_\_

PROPOSED ZONING: \_\_\_\_\_

### OWNER & CONTACT INFORMATION:

OWNER'S NAME: \_\_\_\_\_

OWNER PHONE NO.: \_\_\_\_\_ FAX #: \_\_\_\_\_

OWNER EMAIL ADDRESS: \_\_\_\_\_

OWNER MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: AZ ZIP CODE: 86047

DATE OF OWNERSHIP: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

COMPANY NAME: Pinnacle Consulting, Inc.

CONTACT PHONE NO.: \_\_\_\_\_ FAX #: (480) 664-9850

CONTACT EMAIL ADDRESS: \_\_\_\_\_

CONTACT MAILING ADDRESS: 1426 N Marvin St, Ste 101

CITY: Gilbert STATE: AZ ZIP CODE: 85233

**OWNER'S AFFIDAVIT:**

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

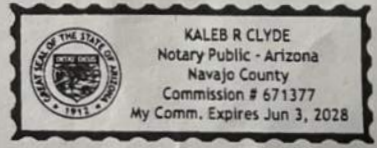
[Signature]  
Owner's Signature

STATE OF Arizona )  
COUNTY OF Navajo ) SS

Sworn and subscribed before me on this 29 Day of August, 2024

[Signature]  
Notary Public

06/03/2028  
My Commission Expires



**For Staff use only:**

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_  
Submittal Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Fee: \_\_\_\_\_  
Case #: \_\_\_\_\_  
Planning Commission: \_\_\_\_\_ Action: \_\_\_\_\_  
Board of Supervisors: \_\_\_\_\_ Action: \_\_\_\_\_  
Notes / Stipulations: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





Pinnacle Consulting Inc.  
1426 North Marvin Street, Suite 101  
Gilbert, AZ 85233

August 16<sup>th</sup>, 2024

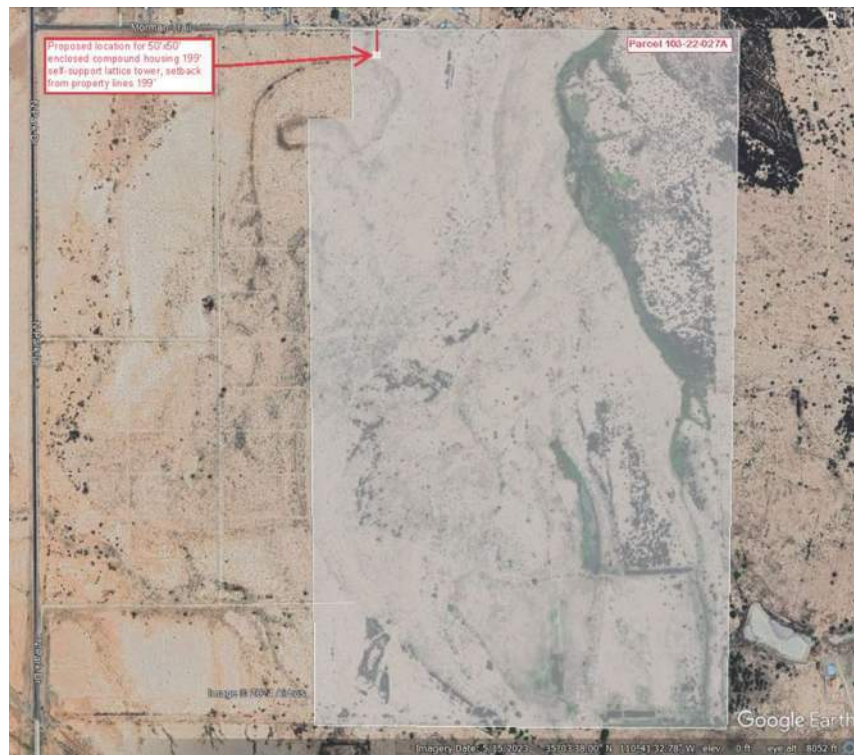
Navajo County Planning and Development Services Department  
100 West Public Works Drive  
Holbrook, AZ 86025

PROJECT NARRATIVE

PROJECT NAME: AZ11-173 Henley / AZ3 Winslow West 5 Mtn Rd

APPLICANT: Sun State Towers, on behalf of Verizon Wireless

REQUEST: Approval of Special Use Permit  
For a New Wireless Communication Facility



Best regards,

**Graham Chapman**  
**Site Acquisition Specialist II**

1426 N Marvin St, Suite 101  
Gilbert, AZ 85233

M: (650) 815-5267

O: (480) 664-9588 ext. 255

F: (480) 664-9850

E: [graham.chapman@pinnacleco.net](mailto:graham.chapman@pinnacleco.net)

## Reasons for the Propose Special Use Permit & Benefits to the Area

We are proposing to place a wireless telecommunication facility monopole at parcel 103-22-027 in Winslow because we want to provide better cellular coverage and capacity to mobile users in the surrounding area.

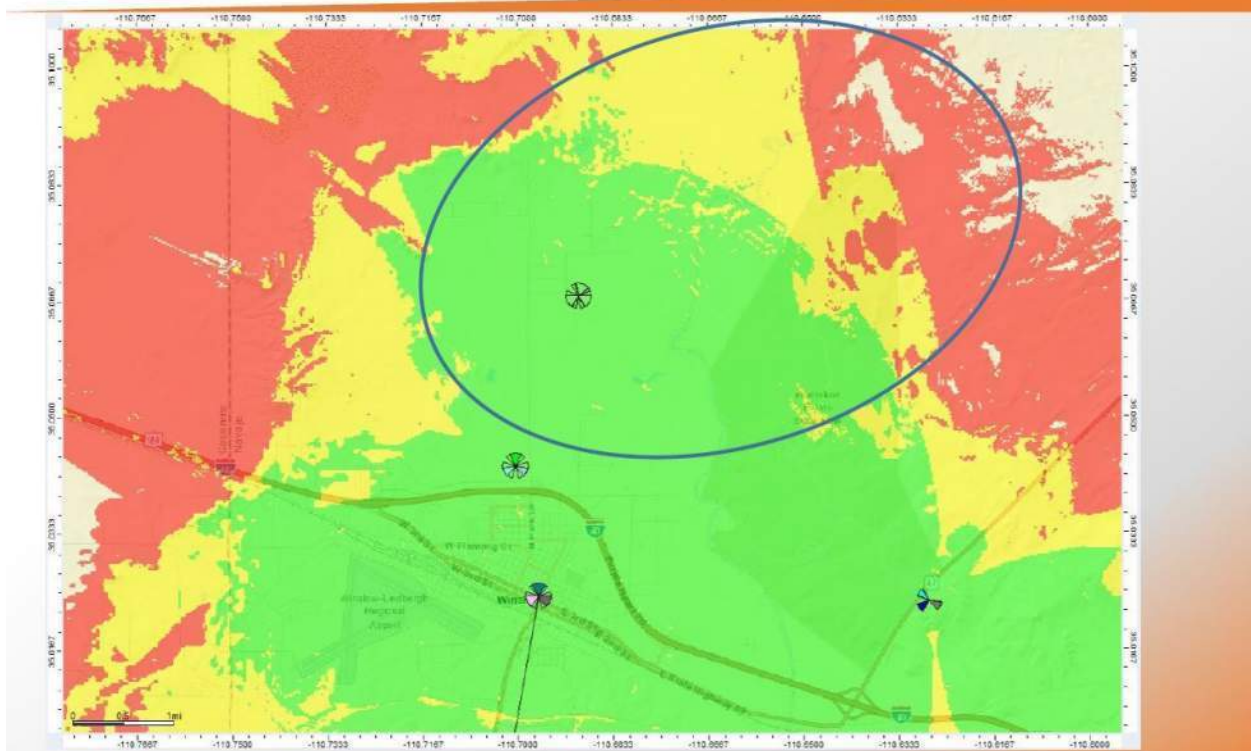
Currently, there is a severe lack of service in the northern side of Winslow around the proposed site, and mobile phones are reporting low-quality connections for both indoor and outdoor service. This is critical to fix, because 96% of Americans own a cellular phone and 57% of American homes rely exclusively on cellular phones.

In addition, there are homes in this northern area that do not have the benefit of being located closer to the cell towers in southern Winslow. When 84% or more of 9-1-1 emergency calls are made from wireless devices, it is a critical issue to fix, especially for homeowners without this infrastructure.

If we place our facility at the requested parcel, we can fill in a huge gap of cellular coverage and capacity that the community has been dealing with for a long time. On the following page are coverage maps prepared by a registered radio-frequency engineer that show the current coverage in the area and the proposed increased coverage if we are able to place our facility.

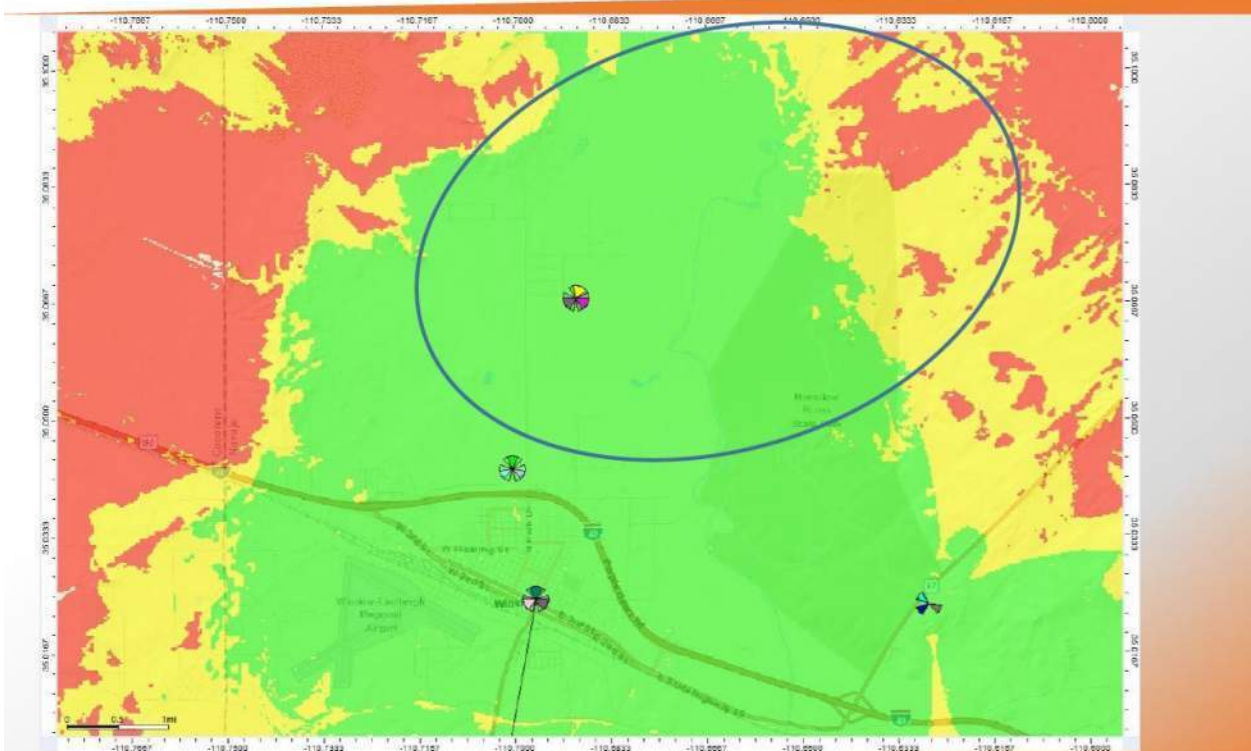
# RSRP - Current Coverage

LEGEND	
	Indoor $\geq$ -85 dbm
	In-Vehicle $\geq$ -95 dbm
	On-Street $\geq$ -106 dbm



# RSRP - Proposed Coverage

LEGEND	
	Indoor $\geq$ -85 dbm
	In-Vehicle $\geq$ -95 dbm
	On-Street $\geq$ -106 dbm



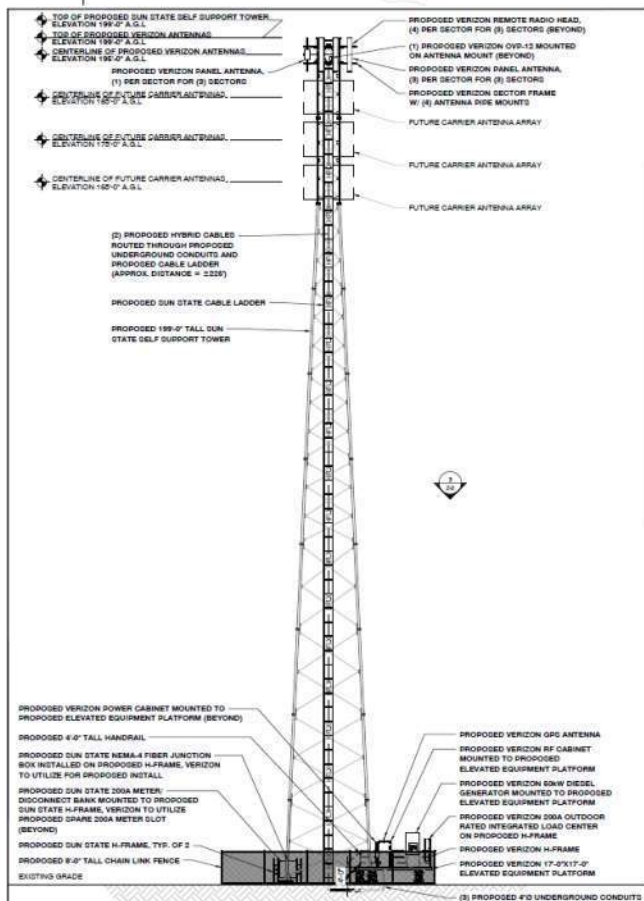
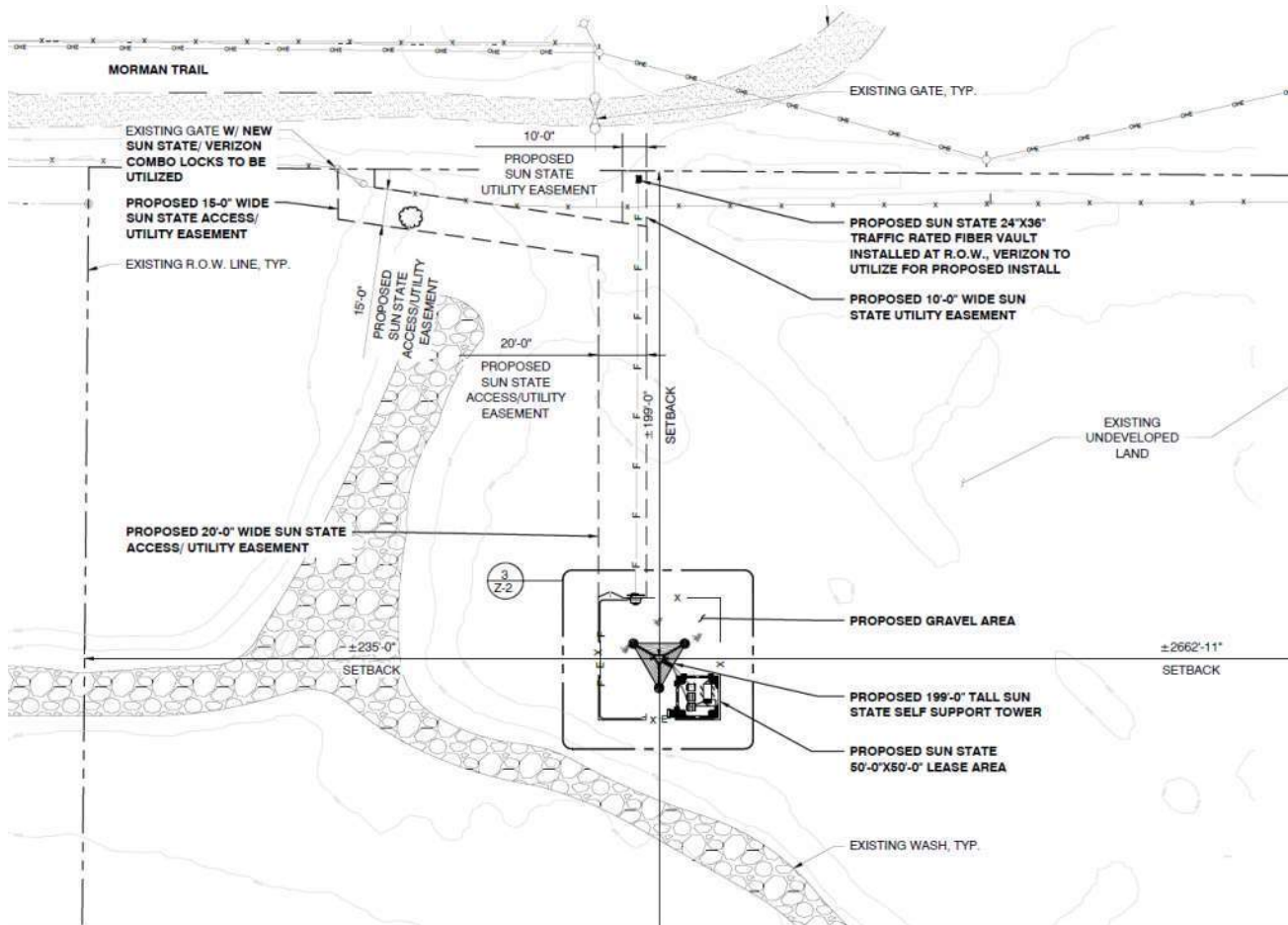
## Explanation of Proposed Use

Our proposal is to place a facility in the empty undeveloped land of 1454 McHood Road, Winslow, AZ 86047 in a 50'x50' ground-space area. Given the lack of trees or development in the area, and given comments in the previous pre-application meetings, we are going to propose a traditional self-support lattice tower.

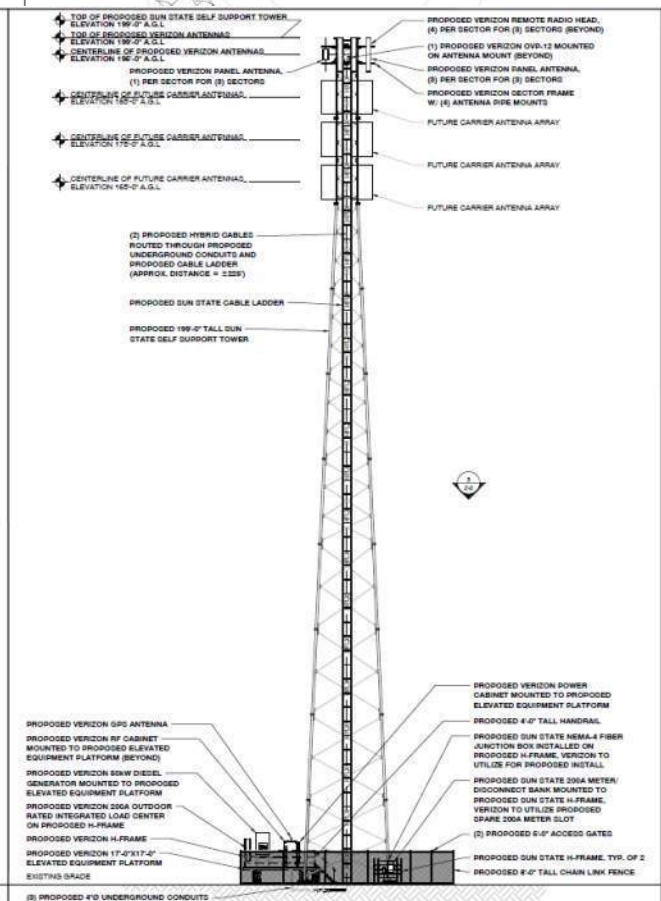
Our exact scope of work is as follows:

- Install proposed 199'-0" Sun State Towers self-support lattice tower
- Install proposed 50'x50'x8'-0" tall chain link fence compound
- Install proposed outdoor power cabinet
- Install proposed outdoor RF cabinet
- Install proposed 50kW diesel generator
- Install [3] proposed H-frames
- Install proposed electrical service
- Install proposed telco service
- Install [12] proposed antennas
- Install [12] proposed remote radio heads
- Install [1] proposed OVP-12
- Install [2] proposed hybrid cables

On the following page are images from our site plan that illustrate and explain our proposed use on a more technical and visual level.



NEW SOUTH ELEVATION



NEW NORTH ELEVATION

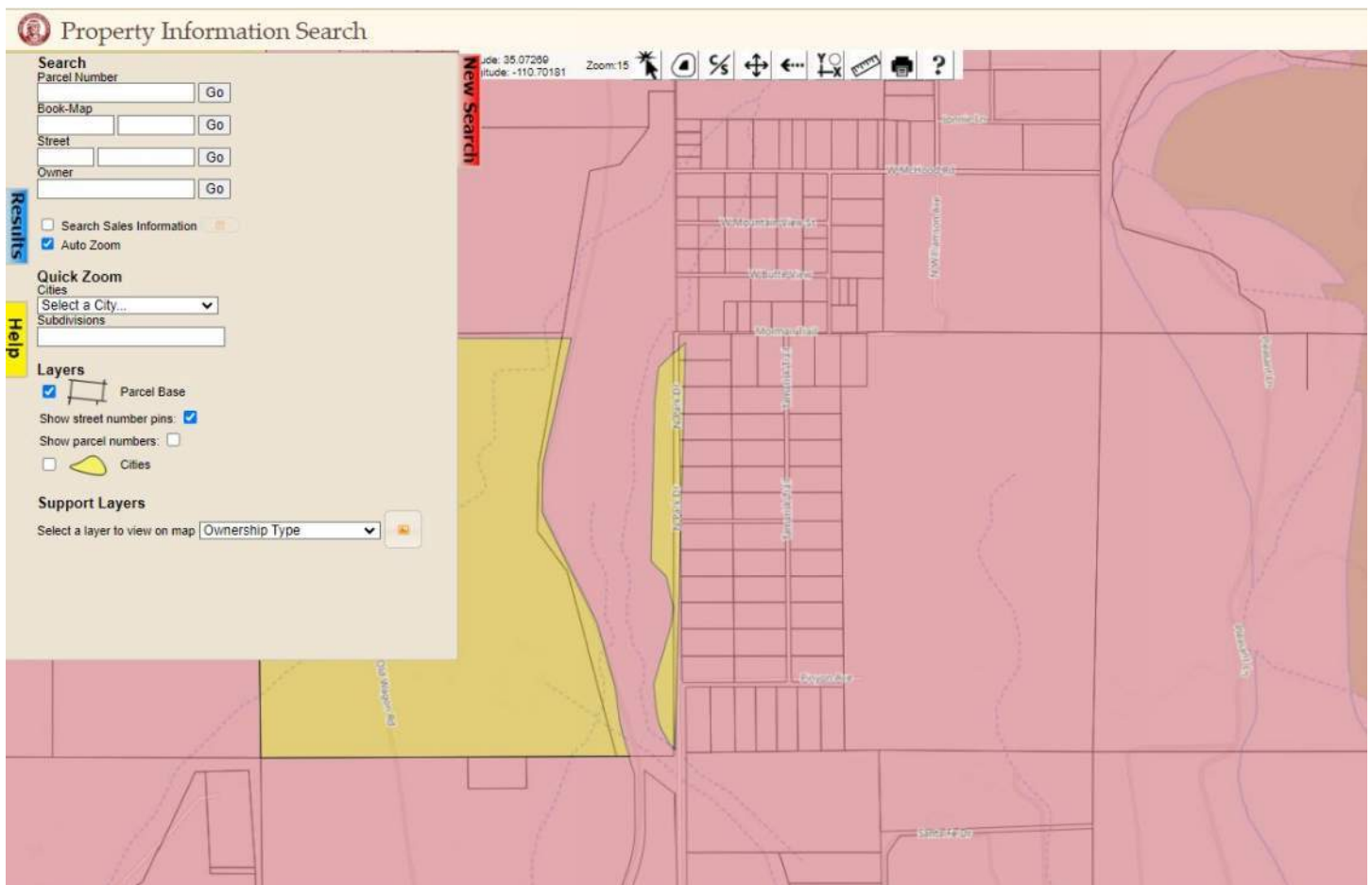


## Compatibility of Proposed Use with Adjacent Uses & Character of the Area

Our proposed parcel (103-22-027) is currently an empty, undeveloped parcel, and the property is zoned as “A-General” but assessed as non-residential. Many of the surrounding properties in the vicinity are also all zoned as A-General but serve and are assessed as homes with large square footage and large open spaces.

The purpose of A-General zoning is “to provide for all the unincorporated area of the County . . . and . . . Uses permitted in the "A-General Zone", include farm and non-farm residential uses, farms, recreational, institutional, commercial and industrial uses as specifically listed in this Article. Other uses may be permitted as Special Uses under Article 20.”

While our use will require a Special Use Permit, it is going to be a commercial use that would be allowed in the A-General zoning designation. It is also a use that will benefit all the other allowable uses in that area (farm, non-farm, recreational, institutional, commercial, etc.) because wireless capacity helps all of those uses in different ways. Furthermore, even though it is a rural area, the lack of trees or woody areas being a part of the character of the area make our proposal for a traditional lattice tower a rational proposal.





# SUN STATE TOWERS


## AZ11-173 HENLEY / AZ3 WINSLOW WEST 5 MTN RD

APN: 103-22-027

N/A

### WINSLOW, AZ 86047 NAVAJO COUNTY

PREPARED FOR



**SUN STATE  
TOWERS**  
1426 NORTH MARVIN STREET #101  
GILBERT, AZ 85233  
PHONE: 480-664-9588 - FAX 480-664-9850

CARRIER



6955 W. MORELOS PL., CHANDLER, AZ 85226.  
PHONE: (480) 777-4360  
FAX: (480) 777-4391

A&E CONSULTING FIRM & SITE ACQUISITION



**PINNACLE  
CONSULTING, INC.**  
Site Acquisition | Engineering | Construction  
1426 NORTH MARVIN STREET # 101  
GILBERT, AZ 85233

PROJECT NO:	AZ11-173 HENLEY
DRAWN BY:	CS
CHECKED BY:	KF

REV	DATE	DESCRIPTION	BY
0	07/11/24	FINAL ZONING	CS

**FINAL  
FOR ZONING  
ONLY**

AZ11-173 HENLEY /  
AZ3 WINSLOW WEST 5  
MTN RD  
N/A  
WINSLOW, AZ 86047  
NAVAJO COUNTY

SHEET TITLE  
**PROJECT INFORMATION**

SHEET NUMBER  
**T-1**

**SITE DIRECTIONS**

DEPART 1426 N. MARVIN ST. #101, GILBERT, AZ 85223. TURN LEFT ONTO N MARVIN ST. N MARVIN ST TURNS SLIGHTLY LEFT AND BECOMES W MELODY AVE. TURN RIGHT ONTO N HORNE ST. TURN LEFT ONTO E SOUTHERN AVE. TURN RIGHT ONTO S MESA DR. TURN LEFT ONTO E MCKELLIPS RD. TURN RIGHT ONTO AZ-87 N/N COUNTRY CLUB DR. AT THE TRAFFIC CIRCLE, TAKE THE 2ND EXIT ONTO AZ-87 S. AT THE TRAFFIC CIRCLE, TAKE THE 2ND EXIT ONTO AZ-260 W/AZ-87 N. CONTINUE STRAIGHT TO STAY ON AZ-260 W/AZ-87 N. TURN LEFT ONTO E 3RD ST/OLD HWY 66. TURN RIGHT ONTO N BERRY AVE. CONTINUE ONTO N PARK DR. TURN RIGHT ONTO MORMAN TRAIL. DESTINATION WILL BE ON THE RIGHT.

**PROJECT DESCRIPTION**

**SCOPE OF WORK**

- INSTALL PROPOSED 199'-0" SUN STATE TOWERS SELF SUPPORT TOWER
- INSTALL PROPOSED 50'-0"x50'-0"x8'-0" TALL CHAIN LINK FENCE
- INSTALL PROPOSED 17'-0"x17'-0" ELEVATED EQUIPMENT PLATFORM
- INSTALL PROPOSED OUTDOOR POWER CABINET
- INSTALL PROPOSED OUTDOOR RF CABINET
- INSTALL PROPOSED 50KW DIESEL GENERATOR
- INSTALL [3] PROPOSED H-FRAMES
- INSTALL PROPOSED ELECTRICAL SERVICE
- INSTALL PROPOSED TELCO SERVICE
- INSTALL [12] PROPOSED ANTENNAS
- INSTALL [12] PROPOSED REMOTE RADIO HEADS
- INSTALL [1] PROPOSED OVP-12
- INSTALL [2] PROPOSED 6X12 HYBRID CABLES

**CONTACT INFORMATION**

SUN STATE TOWERS  
1426 N. MARVIN STREET #101  
GILBERT, AZ 85233  
CONTACT: CHAD WARD  
PHONE: [480] 664-9588 EXT. 214

**PROPERTY OWNER:**  
SJJ LAND AND CATTLE CO LLC  
1433 FRENCH RD.  
WINSLOW, AZ 86047-2879

**CARRIER:**  
VERIZON WIRELESS  
6955 W. MORELOS PL.  
CHANDLER, AZ 85226  
CONTACT: OCTAVIO RAMIREZ  
PHONE: [915] 525-2157

**TOWER OWNER:**  
SUN STATE TOWERS  
1426 N. MARVIN STREET #101  
GILBERT, AZ 85233  
CONTACT: CHAD WARD  
PHONE: [480] 664-9588 EXT. 214

**SITE ACQUISITION:**  
PINNACLE CONSULTING, INC.  
1426 N. MARVIN STREET #101  
GILBERT, AZ 85233  
CONTACT: MICHELLE JOHNSON  
PHONE: (480) 664-9588 ext. 230

**ENGINEERING FIRM:**  
PINNACLE CONSULTING, INC.  
1426 N. MARVIN STREET #101  
GILBERT, AZ 85233  
ENGINEER: KYLE FORTIN, PE  
PHONE: [623] 217-4235

**PROJECT DATA**

**ZONING:** A-GENERAL  
**PARCEL #:** 103-22-027  
**USE:** UNMANNED COMMUNICATIONS  
**NEW LEASE AREA:** 2500 SQ. FT.  
**JURISDICTION:** NAVAJO COUNTY  
**GOVERNING CODES:** 2018 IBC, 2018 IFC, 2018 IMC, 2017 NEC

ALL BUILDING CODES LISTED ABOVE SHALL INCLUDE AMENDMENTS BY THE GOVERNING JURISDICTION

**GENERAL NOTES**

1. THIS WIRELESS TELECOMMUNICATIONS FACILITY WILL MEET THE HEALTH AND SAFETY STANDARDS FOR ELECTROMAGNETIC FIELD EMISSIONS AS ESTABLISHED BY THE FEDERAL COMMUNICATIONS COMMISSION OR ANY SUCCESSOR THEREOF, AND ANY OTHER FEDERAL OR STATE AGENCY.
2. THIS WIRELESS TELECOMMUNICATIONS FACILITY WILL MEET THE REGULATIONS OF THE FEDERAL COMMUNICATIONS COMMISSION REGARDING PHYSICAL AND ELECTROMAGNETIC INTERFERENCE.
3. LIGHTING OR SIGNS WILL BE PROVIDED ONLY AS REQUIRED BY FEDERAL OR STATE AGENCIES.
4. DEVELOPMENT AND CONSTRUCTION OF THIS PROJECT WILL COMPLY WITH ALL APPLICABLE CODES AND ORDINANCES.
5. EXISTING PARKING IS NOT AFFECTED BY THIS PROJECT.
6. THIS PROJECT DOES NOT INCLUDE WATER OR SEWER.
7. THIS PROJECT INCLUDES C-BAND INSTALLATION.



**SHEET INDEX**

T-1	PROJECT INFORMATION
LS-1	SITE SURVEY
LS-2	SITE SURVEY
Z-1	SITE PLAN
Z-2	ENLARGED SITE PLAN AND ANTENNA PLAN
Z-3	ELEVATIONS
Z-4	ELEVATIONS

**COORDINATES**

**TOWER COORDINATES:**

LATITUDE 35.0673347° 35° 4' 2.405" N [NAD83]  
LONGITUDE -110.6892755° -110° 41' 21.392" W [NAD83]  
GROUND ELEVATION 4833.5' [NAVD88]

**FIBER MMP (MEET ME POINT) COORDINATES:**

LATITUDE 35.0678722° 35° 4' 4.340" N [NAD83]  
LONGITUDE -110.6893072° -110° 41' 21.506" W [NAD83]

**APPROVALS**

[RF]: \_\_\_\_\_ DATE: \_\_\_\_\_

[CONST.]: \_\_\_\_\_ DATE: \_\_\_\_\_

[RE]: \_\_\_\_\_ DATE: \_\_\_\_\_

LANDLORD: \_\_\_\_\_ DATE: \_\_\_\_\_



## LESSOR'S LEGAL DESCRIPTION

AN INTEREST IN LAND, SAID INTEREST BEING OVER A PORTION OF THE FOLLOWING DESCRIBED PARENT PARCEL:

SECTION 7, TOWNSHIP 19 NORTH, RANGE 16 EAST OF THE GILA AND SALT RIVER MERIDIAN, NAVAJO COUNTY, ARIZONA;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO NAVAJO COUNTY, ARIZONA, IN INSTRUMENT RECORDED IN DOCKET 534, PAGE 70,

DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 4, SECTION 7, TOWNSHIP 19 NORTH, RANGE 16 EAST OF THE GILA AND SALT RIVER MERIDIAN, NAVAJO COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 7;

THENCE NORTH 0°51'20" WEST ALONG THE WEST LINE THEREOF, A DISTANCE OF 772.33 FEET;

THENCE NORTH 89°28'46" EAST, A DISTANCE OF 157.57 FEET;

THENCE SOUTH 0°31'14" EAST, A DISTANCE OF 744.40 FEET;

THENCE SOUTH 56°43'39" EAST, A DISTANCE OF 48.36 FEET TO THE SOUTH LINE OF SAID SECTION 7;

THENCE SOUTH 89°10'40" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 193.25 FEET TO THE POINT OF BEGINNING; AND

EXCEPT LOTS 1 THROUGH 47 INCLUSIVE, COTTONWOOD RANCH, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 14 OF PLATS, PAGES 16 AND 17, NAVAJO COUNTY, ARIZONA.

EXCEPT ALL OIL, GAS AND GASEOUS SUBSTANCES (WHETHER HYDROCARBON OR OTHERWISE AND INCLUDING WITHOUT LIMITATION GEO-THERMAL STEAM) AND ALL MINERALS OF EVERY KIND UNDERLYING OR APPURTENANT TO SAID LAND AS RESERVED IN DEED RECORDED IN DOCKET 575, PAGE 138 AND IN DOCKET 626, PAGE 5, RECORDS OF NAVAJO COUNTY, ARIZONA.

AND BEING THE SAME PROPERTY CONVEYED TO SJJ LAND AND CATTLE CO. L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY FROM HATCH FAMILY LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP BY SPECIAL WARRANTY DEED DATED JANUARY 30, 2007 AND RECORDED FEBRUARY 12, 2007 IN INSTRUMENT NO. 2007-04015.

## LEASE AREA LEGAL DESCRIPTION

A PORTION OF THE NORTH HALF OF SECTION 7, TOWNSHIP 19 NORTH, RANGE 16 EAST OF THE GILA AND SALT RIVER MERIDIAN, NAVAJO COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3" BRASS CAP MARKING THE NORTHWEST CORNER OF SAID SECTION 7 FROM WHICH A FOUND 2" ALUMINUM CAP MARKING THE NORTHWEST CORNER OF SECTION 6 BEARS NORTH 00° 05' 18" WEST, 5368.28 FEET;

THENCE SOUTH 89° 36' 26" EAST, ALONG THE NORTH LINE OF SAID SECTION 7, 2546.84 FEET;

THENCE SOUTH 00° 00' 00" EAST, 7.47 FEET;

THENCE SOUTH 81° 53' 07" EAST, 112.53 FEET;

THENCE SOUTH 00° 00' 00" EAST, 151.45 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 90° 00' 00" EAST, 30.00 FEET;

THENCE SOUTH 00° 00' 00" EAST, 50.00 FEET;

THENCE NORTH 90° 00' 00" WEST, 50.00 FEET;

THENCE NORTH 00° 00' 00" EAST, 50.00 FEET;

THENCE NORTH 90° 00' 00" EAST, 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 2,500 SQUARE FEET.

## ACCESS/UTILITY EASEMENT LEGAL DESCRIPTION

A PORTION OF THE NORTH HALF OF SECTION 7, TOWNSHIP 19 NORTH, RANGE 16 EAST OF THE GILA AND SALT RIVER MERIDIAN, NAVAJO COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3" BRASS CAP MARKING THE NORTHWEST CORNER OF SAID SECTION 7 FROM WHICH A FOUND 2" ALUMINUM CAP MARKING THE NORTHWEST CORNER OF SECTION 6 BEARS NORTH 00° 05' 18" WEST, 5368.28 FEET;

THENCE SOUTH 89° 36' 26" EAST, ALONG THE NORTH LINE OF SAID SECTION 7, 2531.84 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89° 36' 26" EAST, 15.00 FEET;

THENCE SOUTH 00° 00' 00" EAST, 7.47 FEET;

THENCE SOUTH 81° 53' 07" EAST, 112.53 FEET;

THENCE SOUTH 00° 00' 00" EAST, 151.45 FEET;

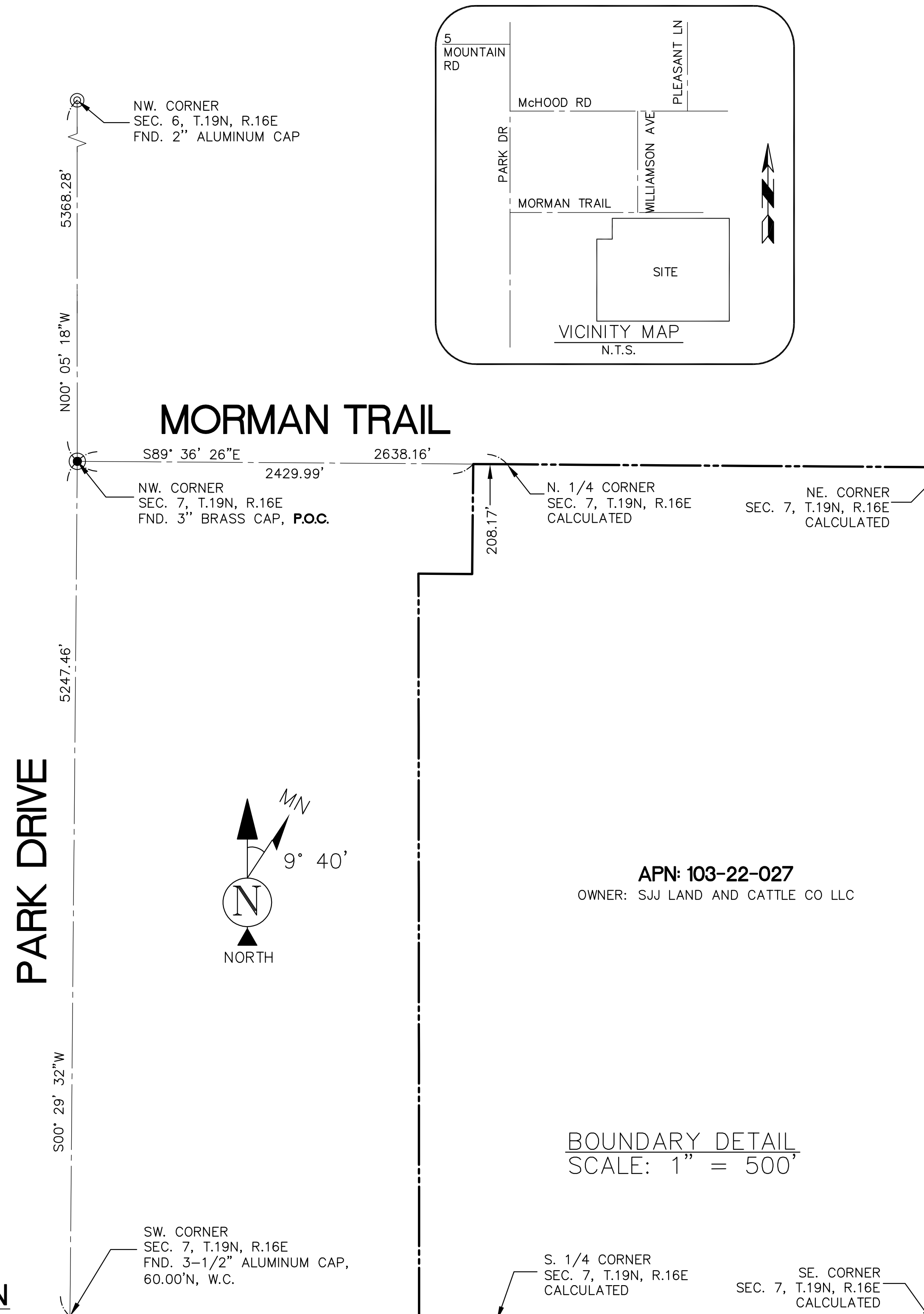
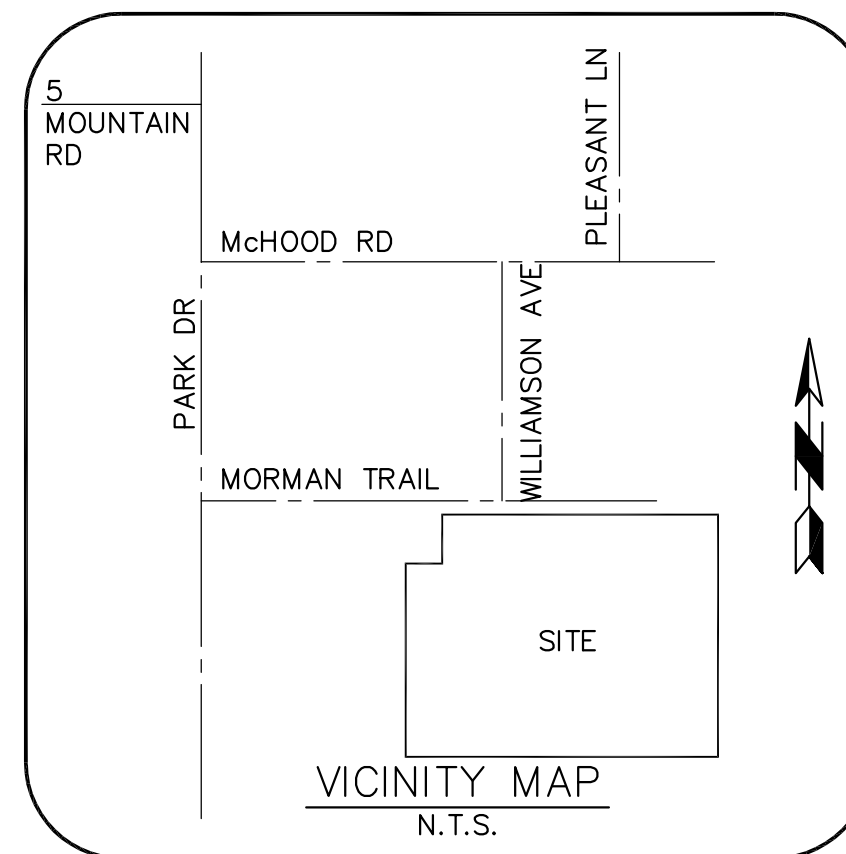
THENCE NORTH 90° 00' 00" WEST, 20.00 FEET;

THENCE NORTH 00° 00' 00" EAST, 139.15 FEET;

THENCE NORTH 81° 53' 07" WEST, 107.48 FEET;

THENCE NORTH 00° 00' 00" EAST, 20.58 FEET TO THE POINT OF BEGINNING.

CONTAINS 4,766 SQUARE FEET.



## BASIS OF BEARING

BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM ARIZONA STATE PLANE ZONE EAST, DETERMINED BY GPS OBSERVATIONS.

## SURVEY DATE

THE FIELD SURVEY FOR THE PROJECT WAS COMPLETED ON 06/18/2024.

## UTILITY EASEMENT LEGAL DESCRIPTION

A 10.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF THE NORTH HALF OF SECTION 7, TOWNSHIP 19 NORTH, RANGE 16 EAST OF THE GILA AND SALT RIVER MERIDIAN, NAVAJO COUNTY, ARIZONA, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND 3" BRASS CAP MARKING THE NORTHWEST CORNER OF SAID SECTION 7 FROM WHICH A FOUND 2" ALUMINUM CAP MARKING THE NORTHWEST CORNER OF SECTION 6 BEARS NORTH 00° 05' 18" WEST, 5368.28 FEET;

THENCE SOUTH 89° 36' 26" EAST, ALONG THE NORTH LINE OF SAID SECTION 7, 2546.84 FEET;

THENCE SOUTH 00° 00' 00" EAST, 7.47 FEET;

THENCE SOUTH 81° 53' 07" EAST, 107.48 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00° 00' 00" EAST, 21.91 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 7 AND TO THE POINT OF TERMINUS.

CONTAINS 219 SQUARE FEET.

## NOTES

- ALL TITLE INFORMATION IS BASED UPON A COMMITMENT FOR TITLE INSURANCE PREPARED BY FIDELITY NATIONAL TITLE INSURANCE CO, ORDER NO.: 50000005957 EFFECTIVE DATE: 05/23/24.
- SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE.
- THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY AND IS NOT INTENDED TO VERIFY OWNERSHIP.
- SURVEYOR DOES NOT GUARANTEE THE LOCATION, EXISTENCE, SIZE OR DEPTH OF ANY PUBLIC OR PRIVATE UTILITY. 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.

## FLOODZONE

THIS IS TO CERTIFY THAT THE ABOVE SUBJECT PROPERTY LIES WITHIN SPECIAL FLOOD HAZARD ZONE 'AE' AS DESIGNATED ON THE FIRM FLOOD INSURANCE RATE MAP, MAP NUMBER 04017C304F, DATED MARCH 1, 2016.

## BENCHMARK

ELEVATIONS SHOWN HEREON ARE REPRESENTED IN NAVD88 ESTABLISHED FROM GPS DERIVED ORTHOMETRIC HEIGHTS, APPLYING GEOID 12A SEPARATIONS.

## TITLE REPORT SCHEDULE "B" ITEMS

- EASEMENT FOR CANAL OR CANALS OR PIPELINE OR PIPELINES FOR THE PURPOSE OF CONVEYING WATER AS SET FORTH IN BOOK 1 OF N.A.R.E., PAGE 66, AND IN BOOK 1 OF N.A.R.E., PAGE 69, AND IN BOOK 1 OF N.A.R.E., PAGE 71. **(BLANKET IN NATURE-NOT PLOTTABLE)**
- EASEMENT FOR DAM AND RESERVOIR, KNOWN AS 'KETCHUM DAM' AND ALL DITCHES, LATERALS AND CONDUIT ASSOCIATION THEREWITH AS SET FORTH IN BOOK 2 OF N.A.R.E., PAGE 3. **(BLANKET IN NATURE-NOT PLOTTABLE)**
- INGRESS, EGRESS, UTILITIES AND DRAINAGE EASEMENT IN FAVOR OF WINSLOW RANCH, L.L.C. SET FORTH IN INSTRUMENT RECORDED ON JANUARY 2, 2007 IN INSTRUMENT NO. 2007-00049. **(BLANKET IN NATURE-NOT PLOTTABLE)**
- BORROW PIT DRAINAGE, GRADING, AND INGRESS, EGRESS EASEMENT IN FAVOR OF WINSLOW RANCH, L.L.C. SET FORTH IN INSTRUMENT RECORDED ON JANUARY 2, 2007 IN INSTRUMENT NO. 2007-00050. **(DOES NOT AFFECT LEASE PREMISES)**
- RESOLUTION NO. 58-10 RECORDED ON NOVEMBER 24, 2010 IN INSTRUMENT NO. 2010-20118. **(DOES NOT AFFECT LEASE PREMISES)**
- DEED OF TRUST FROM SJJ LAND AND CATTLE CO. L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, GRANTOR(S), TO TRANSNATION TITLE INSURANCE COMPANY, A CORPORATION, TRUSTEE(S), IN FAVOR OF HATCH FAMILY LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP, DATED JANUARY 25, 2007, AND RECORDED FEBRUARY 12, 2007 IN INSTRUMENT NO. 2007-04016, IN THE ORIGINAL AMOUNT OF \$42,000.00. **(BLANKET IN NATURE)**



**SUN STATE  
TOWERS**

1426 NORTH MARVIN STREET #101  
GILBERT, AZ 85233  
PHONE: 480-664-9588 - FAX: 480-664-9850

SITE NAME:

AZ11-173  
HENLEY

SITE ADDRESS:

APN: 103-22-027  
WINSLOW, AZ 86047

## SUBMITTALS

NO.	BY	DATE	SUBMITTAL
1	MG	06/21/24	SUBMITTAL 1
2	MG	07/11/24	FINAL SUBMITTAL



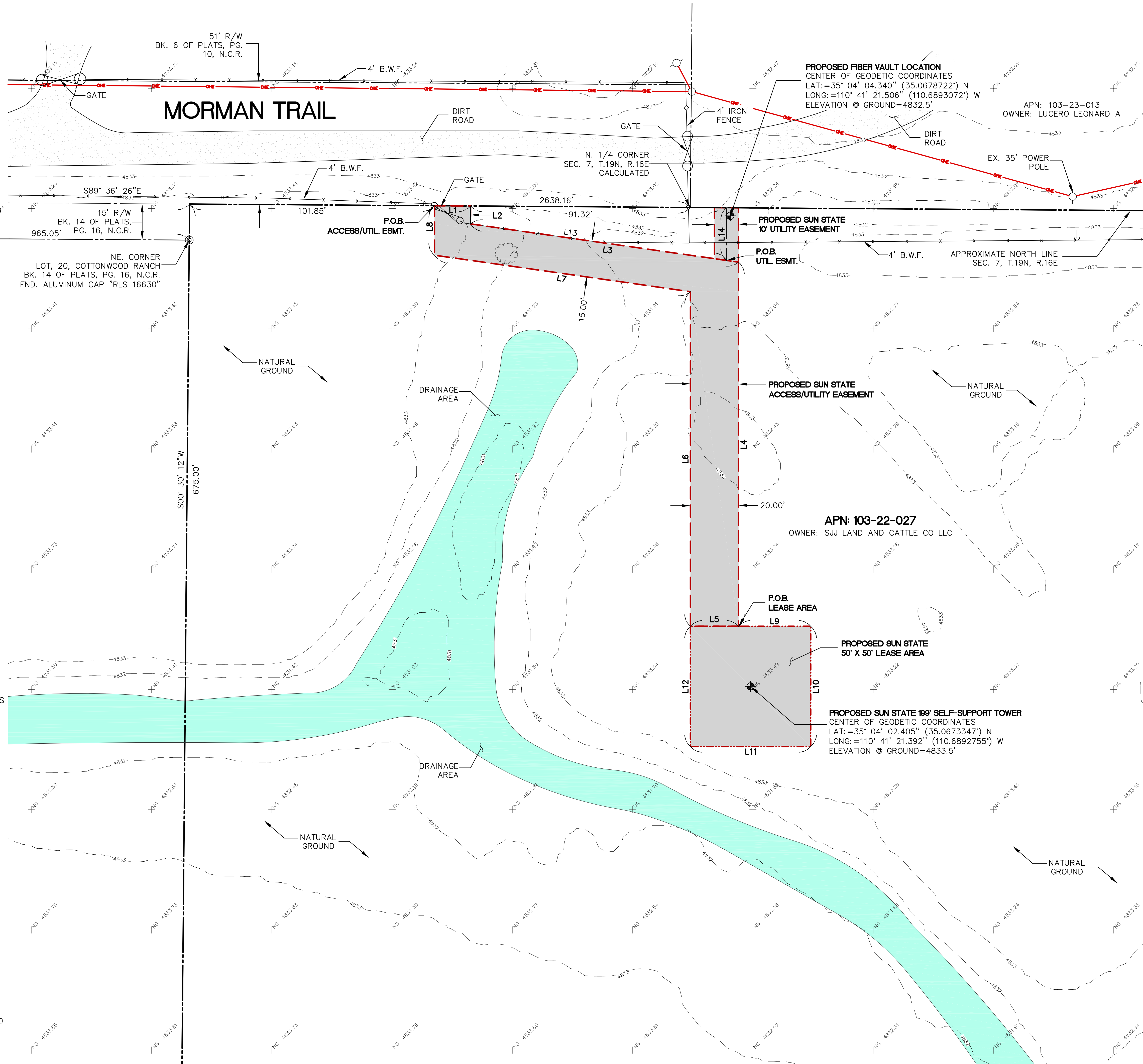
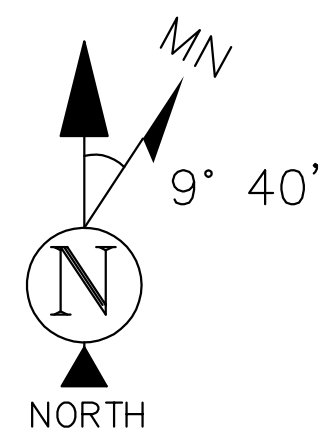
24654 N. LAKE PLEASANT PKWY #103-163  
PEORIA, AZ 85383  
P. 480-440-1748  
F. 623-777-1782  
www.terramarksurveying.com



SITE SURVEY

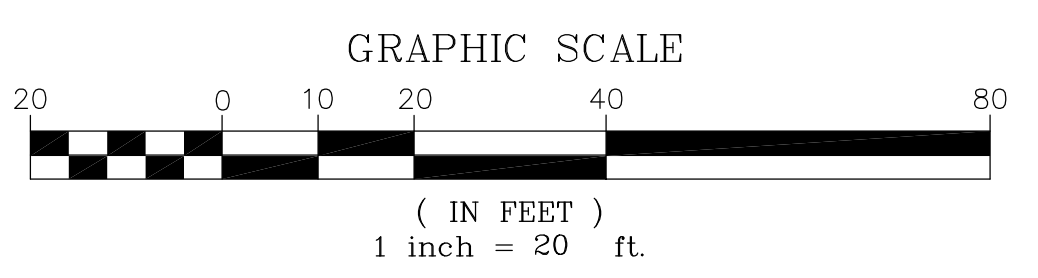
JOB NO:	FIELD BY:	DRAWN BY:
1403179	MG	MG

SHEET NO.:	SHEET NAME:
1 OF 2	LS-1



LINE TABLE		
LINE	LENGTH	BEARING
L1	15.00'	S89° 36' 26"E
L2	7.47'	S0° 00' 00"E
L3	112.53'	S81° 53' 07"E
L4	151.45'	S0° 00' 00"E
L5	20.00'	N90° 00' 00"W
L6	139.15'	N0° 00' 00"E
L7	107.48'	N81° 53' 07"W
L8	20.58'	N0° 00' 00"E
L9	30.00'	N90° 00' 00"E
L10	50.00'	S0° 00' 00"E
L11	50.00'	N90° 00' 00"W
L12	50.00'	N0° 00' 00"E
L13	107.48'	S81° 53' 07"E
L14	21.91'	N0° 00' 00"E

- LEGEND**
- FOUND BRASS CAP FLUSH
  - FOUND 1/2" REBAR
  - FOUND ALUMINUM CAP FLUSH
  - POWER POLE
  - DOWN GUY
  - TREE (TYP)
  - BREAKLINE
  - POSITION OF GEODETIC COORDINATES
  - P.O.B. POINT OF BEGINNING
  - P.O.C. POINT OF COMMENCEMENT
  - FND FOUND
  - EX EXISTING
  - NG NATURAL GRADE
  - B.W.F. BARB WIRE FENCE
  - R/W RIGHT-OF-WAY
  - BOUNDARY LINE
  - ADJOINING BOUNDARY LINE
  - EASEMENT LINE
  - CENTERLINE/SECTION LINE
  - LEASE LINE
  - TIE-LINE
  - BARB WIRE FENCE
  - IRON FENCE
  - O/H ELECTRIC LINE
  - DIRT ROAD



**SUN STATE TOWERS**  
 1426 NORTH MARVIN STREET #101  
 GILBERT, AZ 85233  
 PHONE: 480-664-9588 - FAX: 480-664-9850

SITE NAME:  
**AZ11-173 HENLEY**

SITE ADDRESS:  
 APN: 103-22-027  
 WINSLOW, AZ 86047

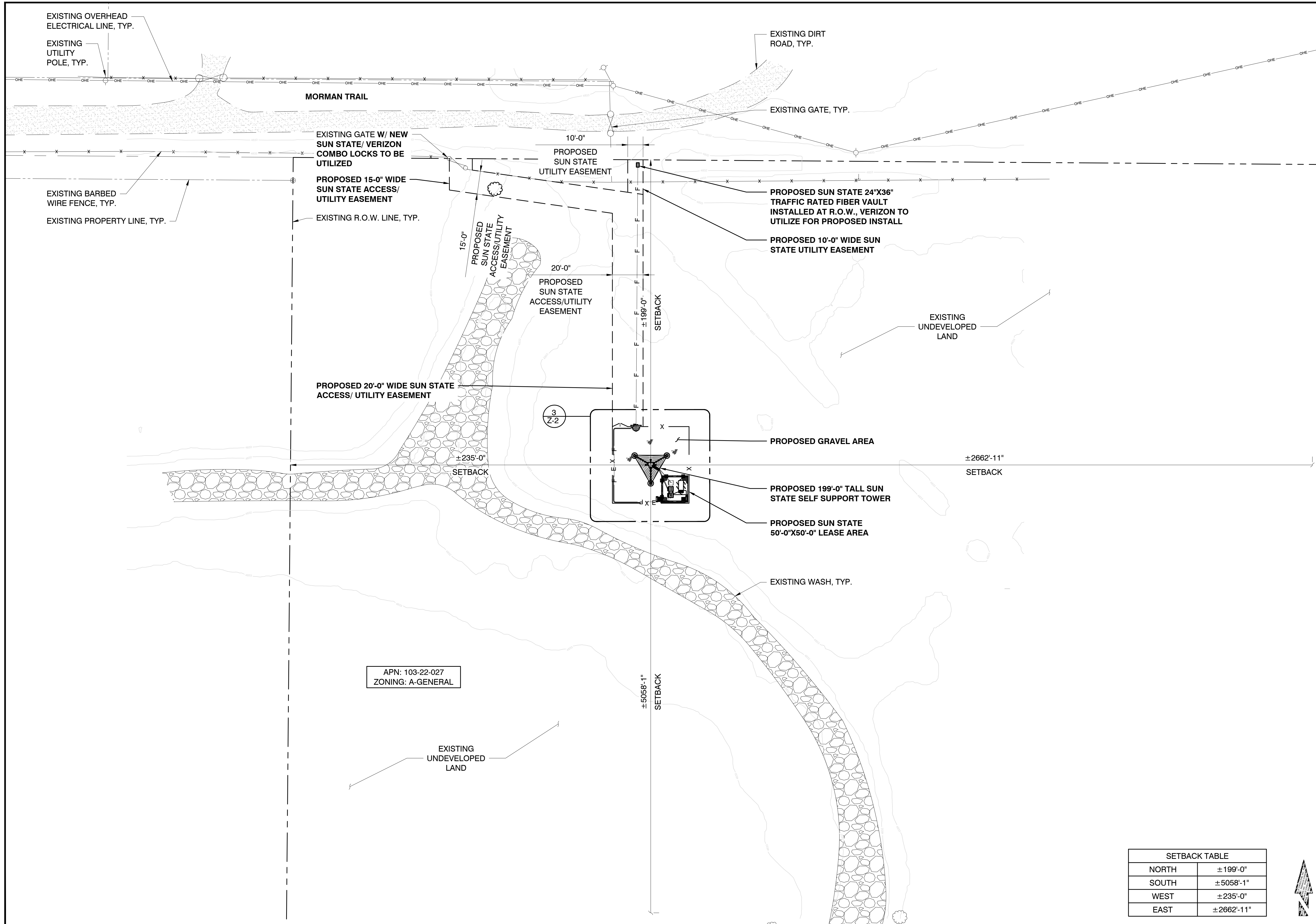
SUBMITTALS			
NO.	BY	DATE	SUBMITTAL
1	MG	06/21/24	SUBMITTAL 1
2	MG	07/11/24	FINAL SUBMITTAL

**TERRAMARK LAND SURVEYING**  
 24654 N. LAKE PLEASANT PKWY #103-163  
 PEORIA, AZ 85383  
 P. 480-440-1748  
 F. 623-777-1782  
 www.terramarksurveying.com

**SITE SURVEY**

JOB NO: 1403179	FIELD BY: MG	DRAWN BY: MG
--------------------	-----------------	-----------------

SHEET NO.: 2 OF 2	SHEET NAME: LS-2
----------------------	---------------------



PREPARED FOR  
**SUN STATE TOWERS**  
 1426 NORTH MARVIN STREET #101  
 GILBERT, AZ 85233  
 PHONE: 480-664-9588 - FAX 480-664-9850

CARRIER  
**verizon**  
 6955 W. MORELOS PL., CHANDLER, AZ 85226.  
 PHONE: (480) 777-4360  
 FAX: (480) 777-4391

A&E CONSULTING FIRM & SITE ACQUISITION  
**PINNACLE CONSULTING, INC**  
 Site Acquisition | Engineering | Construction  
 1426 NORTH MARVIN STREET # 101  
 GILBERT, AZ 85233

PROJECT NO: AZ11-173 HENLEY  
 DRAWN BY: CS  
 CHECKED BY: KF

REV	DATE	DESCRIPTION	BY
0	07/11/24	FINAL ZONING	CS

**FINAL FOR ZONING ONLY**

AZ11-173 HENLEY / AZ3 WINSLOW WEST 5 MTN RD  
 N/A  
 WINSLOW, AZ 86047  
 NAVAJO COUNTY

SHEET TITLE  
**SITE PLAN**

SHEET NUMBER  
**Z-1**

NORTH	± 199'-0"
SOUTH	± 5058'-1"
WEST	± 235'-0"
EAST	± 2662'-11"

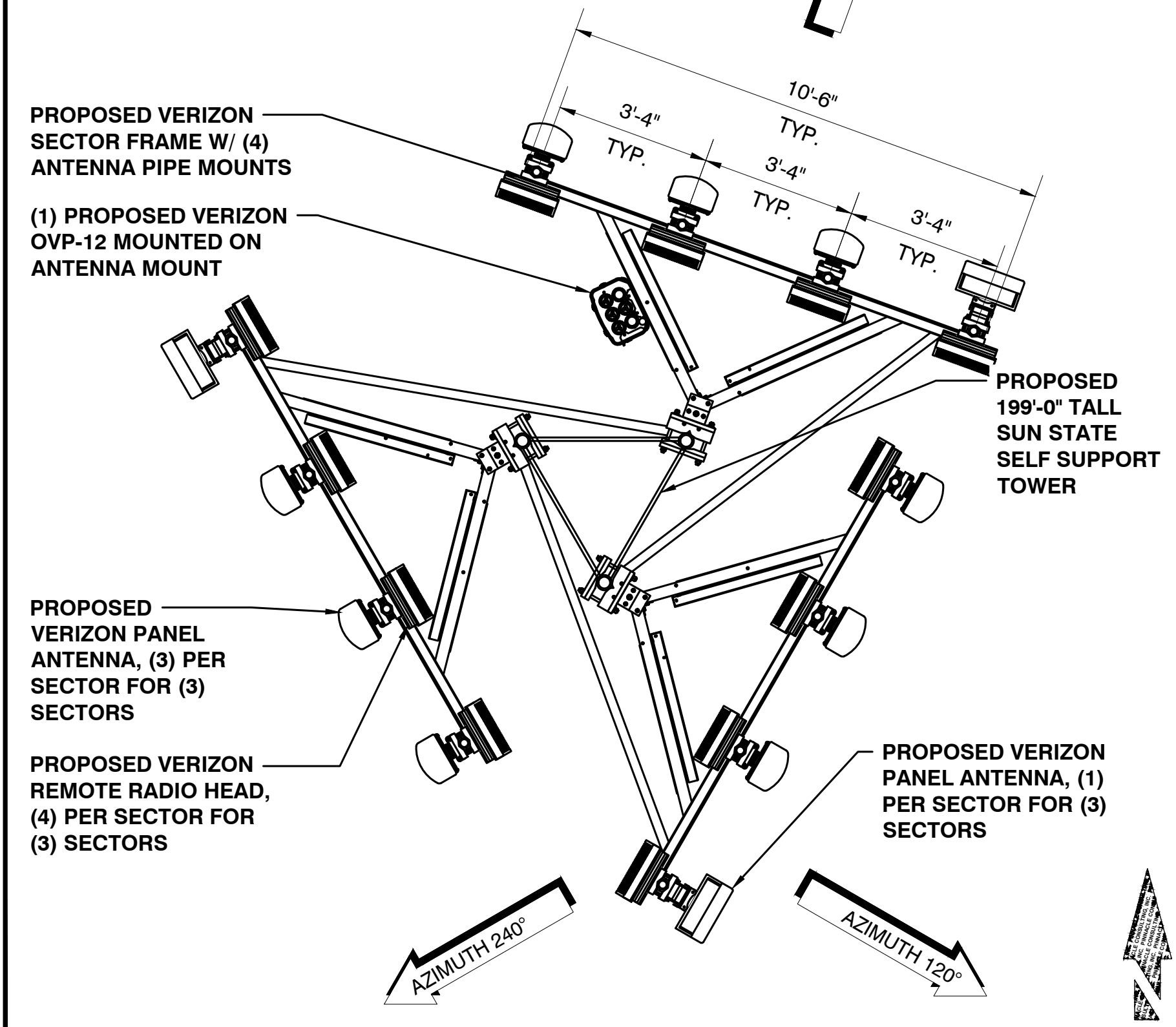
24"x36" SCALE: 1" = 30'  
 11"x17" SCALE: 1" = 60'  
 30' 15' 0' 30'

**SITE PLAN**

NEW HYBRID CABLE SCHEDULE					
SECTOR	AZIMUTH	LENGTH	QTY.	SIZE	TYPE
ALPHA	20°	±225'	2	1 1/4"Ø	HYBRIFLEX CABLE
BETA	120°	-	-	-	-
GAMMA	240°	-	-	-	-

**CABLING DETAIL**

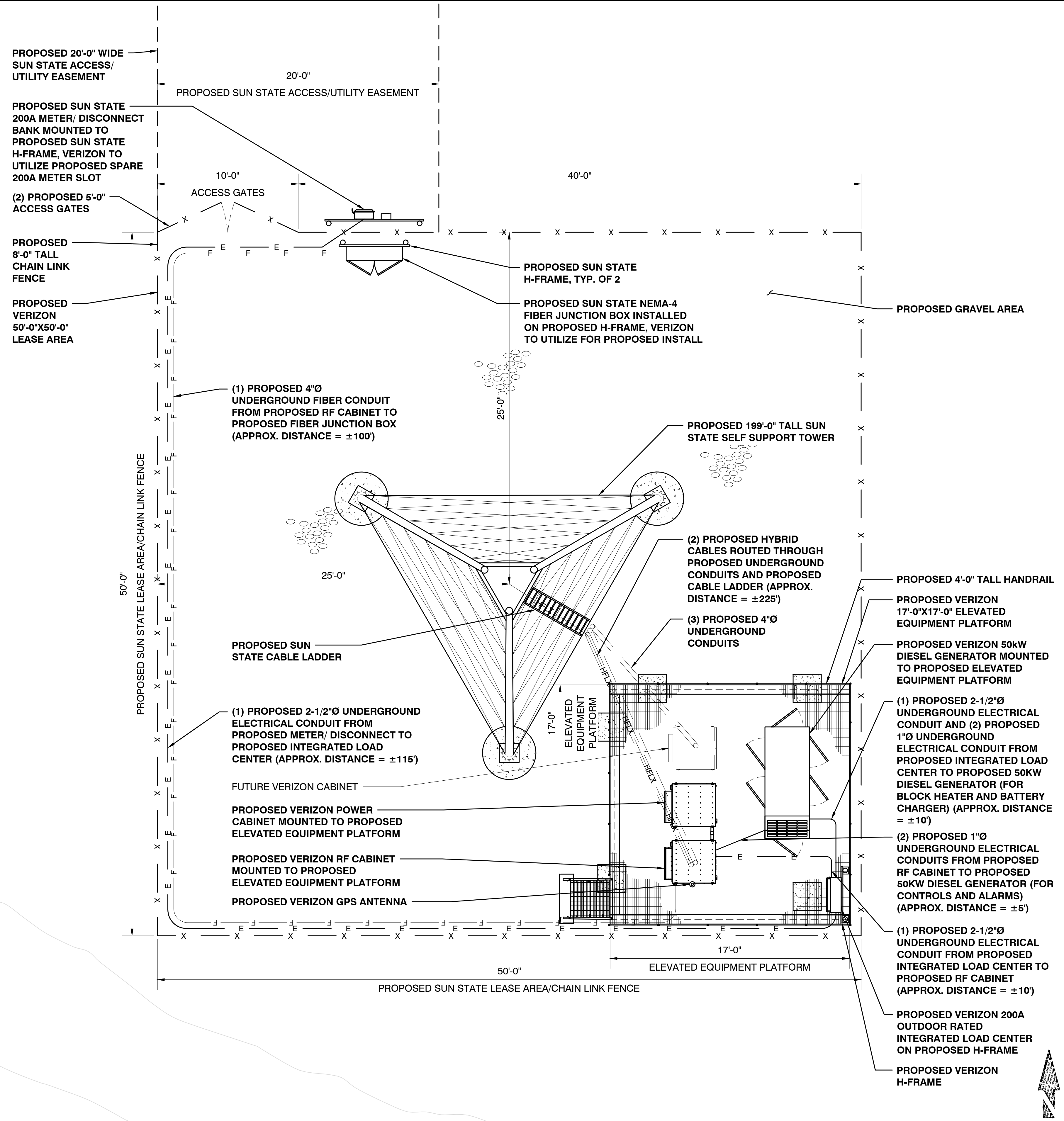
- \*NOTE:
- ALL AZIMUTHS SHOWN ARE RELATIVE TO TRUE NORTH, UNLESS NOTED OTHERWISE
  - IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO VERIFY AZIMUTHS DEPICTED HEREIN WITH RF DEPARTMENT PRIOR TO INSTALLING ANTENNAS



**ANTENNA PLAN**

24"x36" SCALE: 3/8" = 1'-0"  
11"x17" SCALE: 3/16" = 1'-0"

**1**



**2 ENLARGED SITE PLAN**

24"x36" SCALE: 1/4" = 1'-0"  
11"x17" SCALE: 1/8" = 1'-0"

**3**

PREPARED FOR

**SUN STATE TOWERS**  
1426 NORTH MARVIN STREET #101  
GILBERT, AZ 85233  
PHONE: 480-664-9588 - FAX 480-664-9850

CARRIER

6955 W. MORELOS PL., CHANDLER, AZ 85226.  
PHONE: (480) 777-4360  
FAX: (480) 777-4391

A&E CONSULTING FIRM & SITE ACQUISITION

**PINNACLE CONSULTING, INC.**  
Site Acquisition | Engineering | Construction  
1426 NORTH MARVIN STREET # 101  
GILBERT, AZ 85233

PROJECT NO:	AZ11-173 HENLEY
DRAWN BY:	CS
CHECKED BY:	KF

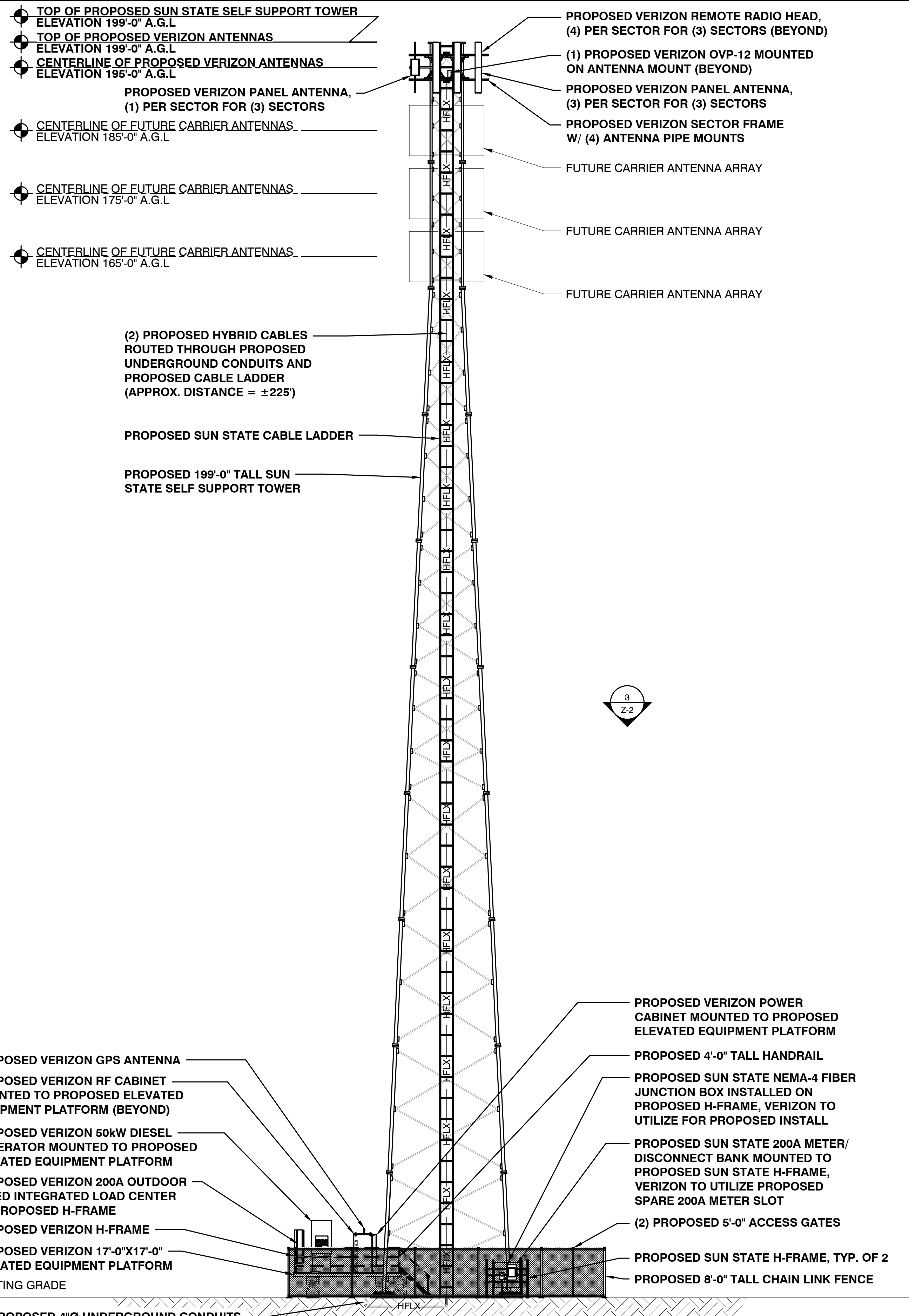
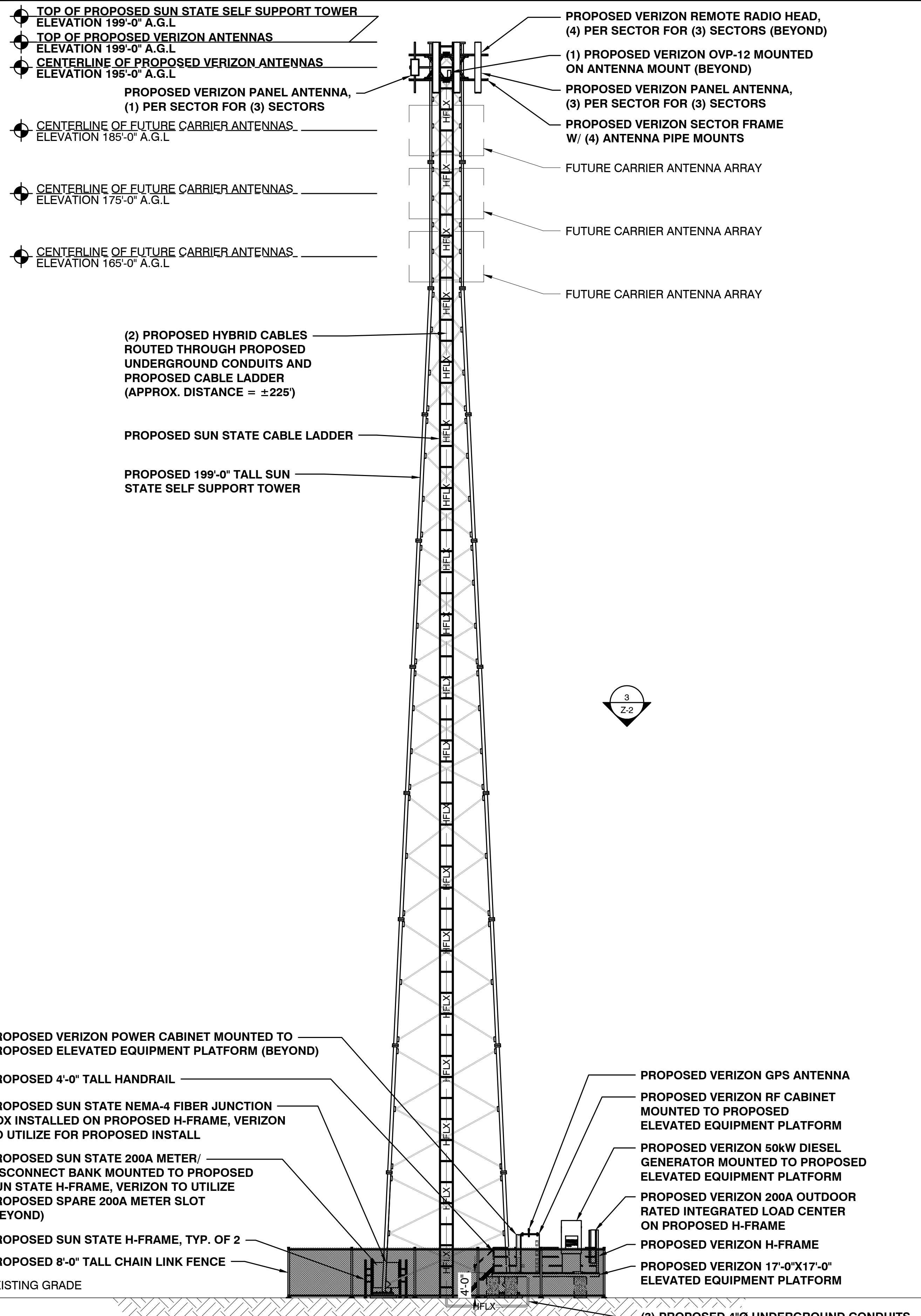
REV	DATE	DESCRIPTION	BY
0	07/11/24	FINAL ZONING	CS

**FINAL FOR ZONING ONLY**

AZ11-173 HENLEY / AZ3 WINSLOW WEST 5 MTN RD  
N/A  
WINSLOW, AZ 86047  
NAVAJO COUNTY

SHEET TITLE  
**ENLARGED SITE PLAN AND ANTENNA PLAN**

SHEET NUMBER  
**Z-2**



**NEW SOUTH ELEVATION**

24"x36" SCALE: 3/32" = 1'-0"  
11"x17" SCALE: 3/64" = 1'-0"


1

**NEW NORTH ELEVATION**

24"x36" SCALE: 3/32" = 1'-0"  
11"x17" SCALE: 3/64" = 1'-0"

2

PREPARED FOR



**SUN STATE  
TOWERS**  
1426 NORTH MARVIN STREET #101  
GILBERT, AZ 85233  
PHONE: 480-664-9588 - FAX 480-664-9850

CARRIER



6955 W. MORELOS PL., CHANDLER, AZ 85226.  
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A&E CONSULTING FIRM & SITE ACQUISITION



**PINNACLE  
CONSULTING, INC.**  
Site Acquisition | Engineering | Construction  
1426 NORTH MARVIN STREET # 101  
GILBERT, AZ 85233

PROJECT NO:	AZ11-173 HENLEY
DRAWN BY:	CS
CHECKED BY:	KF

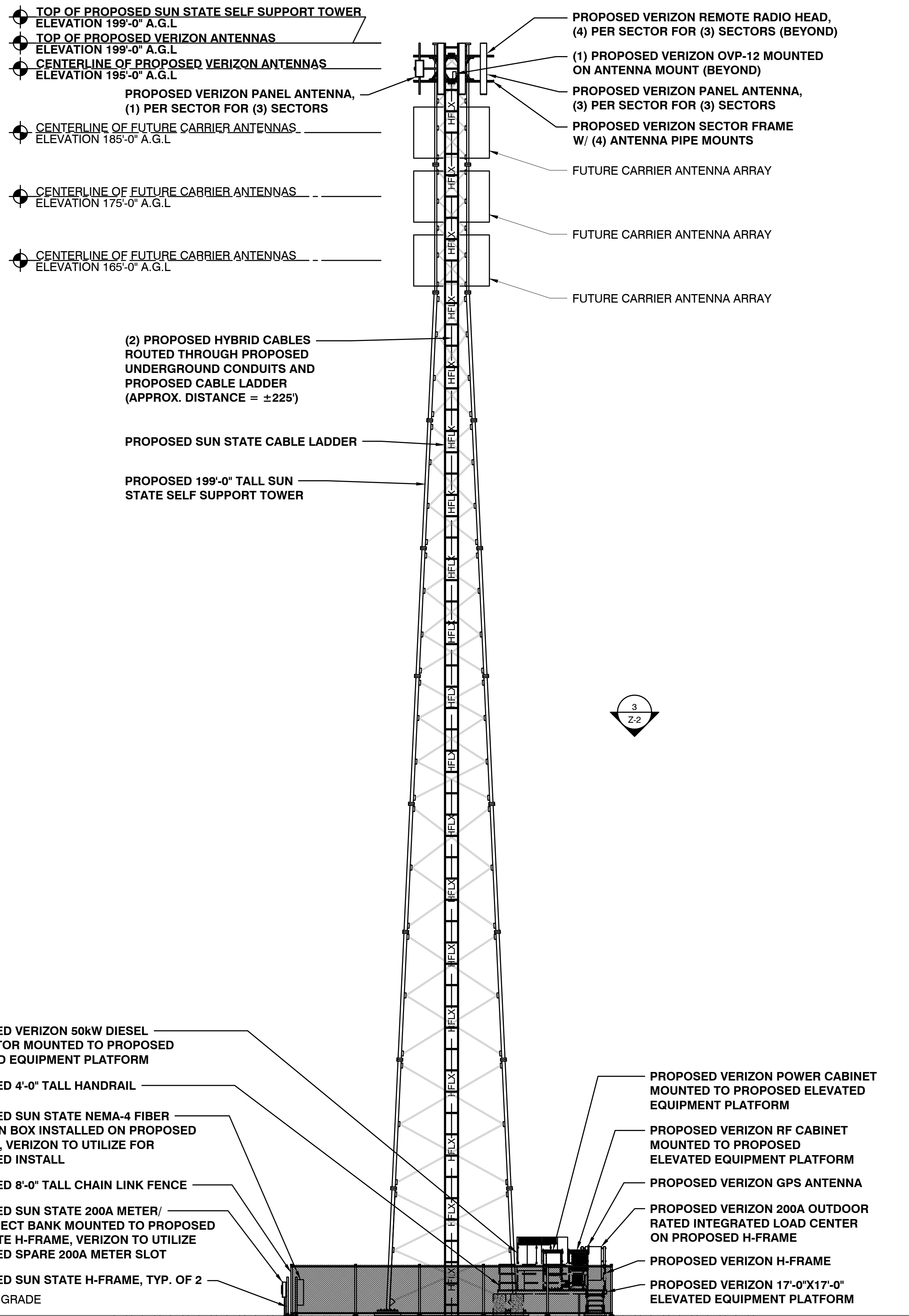
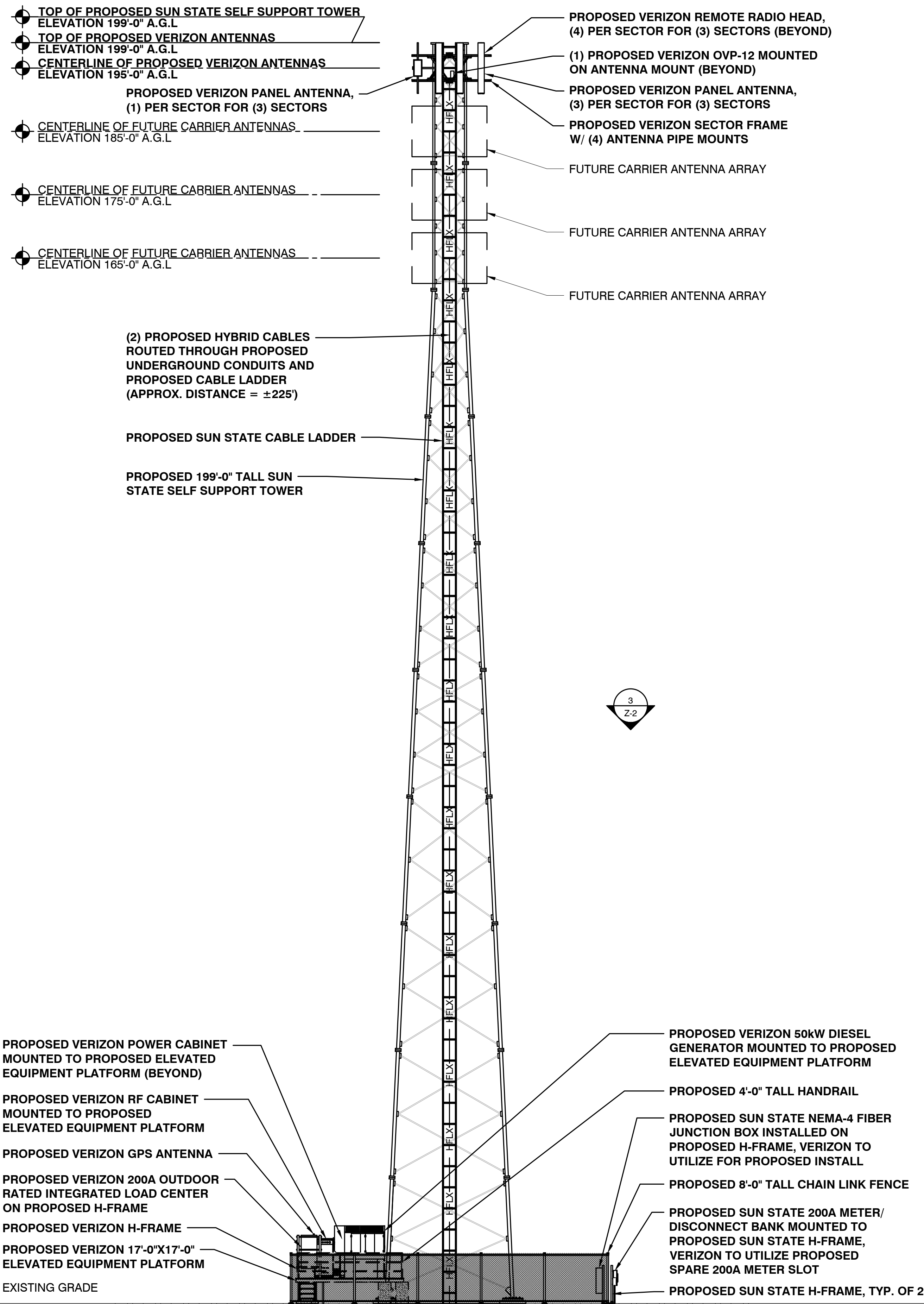
REV	DATE	DESCRIPTION	BY
0	07/11/24	FINAL ZONING	CS

**FINAL  
FOR ZONING  
ONLY**

AZ11-173 HENLEY /  
AZ3 WINSLOW WEST 5  
MTN RD  
N/A  
WINSLOW, AZ 86047  
NAVAJO COUNTY

SHEET TITLE  
**ELEVATIONS**

SHEET NUMBER  
**Z-3**



**NEW EAST ELEVATION**

24"x36" SCALE: 3/32" = 1'-0"  
11"x17" SCALE: 3/64" = 1'-0"


**1**

**NEW WEST ELEVATION**

24"x36" SCALE: 3/32" = 1'-0"  
11"x17" SCALE: 3/64" = 1'-0"


**2**

PREPARED FOR



**SUN STATE  
TOWERS**  
1426 NORTH MARVIN STREET #101  
GILBERT, AZ 85233  
PHONE: 480-664-9588 - FAX 480-664-9850

CARRIER



6955 W. MORELOS PL., CHANDLER, AZ 85226.  
PHONE: (480) 777-4360  
FAX: (480) 777-4391

A&E CONSULTING FIRM & SITE ACQUISITION



**PINNACLE  
CONSULTING, INC.**  
Site Acquisition | Engineering | Construction  
1426 NORTH MARVIN STREET # 101  
GILBERT, AZ 85233

PROJECT NO:	AZ11-173 HENLEY
DRAWN BY:	CS
CHECKED BY:	KF

REV	DATE	DESCRIPTION	BY
0	07/11/24	FINAL ZONING	CS

**FINAL  
FOR ZONING  
ONLY**

AZ11-173 HENLEY /  
AZ3 WINSLOW WEST 5  
MTN RD  
N/A  
WINSLOW, AZ 86047  
NAVAJO COUNTY

SHEET TITLE  
**ELEVATIONS**

SHEET NUMBER  
**Z-4**

**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

<b>Call Sign</b> KNKA272	<b>File Number</b> 0008937657
<b>Radio Service</b> CL - Cellular	
<b>Market Numer</b> CMA086	<b>Channel Block</b> B
<b>Sub-Market Designator</b> 0	

**FCC Registration Number (FRN):** 0003290673

<b>Market Name</b> Albuquerque, NM
---------------------------------------

<b>Grant Date</b> 04-14-2015	<b>Effective Date</b> 01-09-2020	<b>Expiration Date</b> 05-15-2025	<b>Five Yr Build-Out Date</b>	<b>Print Date</b>
---------------------------------	-------------------------------------	--------------------------------------	-------------------------------	-------------------

**Site Information:**

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
1	35-13-00.1 N	106-27-09.0 W	3230.9	42.7	1011621

**Address:** 10 TRAMWAY LOOP NE

**City:** ALBUQUERQUE **County:** BERNALILLO **State:** NM **Construction Deadline:**

**Antenna: 4**

<b>Maximum Transmitting ERP in Watts:</b> 140.820								
Azimuth(from true north)	<b>0</b>	<b>45</b>	<b>90</b>	<b>135</b>	<b>180</b>	<b>225</b>	<b>270</b>	<b>315</b>
<b>Antenna Height AAT (meters)</b>	1240.500	1242.700	1103.000	884.700	1000.200	1515.700	1585.000	1490.000
<b>Transmitting ERP (watts)</b>	0.270	1.020	1.100	1.000	0.250	0.100	0.100	0.100

**Antenna: 5**

<b>Maximum Transmitting ERP in Watts:</b> 140.820								
Azimuth(from true north)	<b>0</b>	<b>45</b>	<b>90</b>	<b>135</b>	<b>180</b>	<b>225</b>	<b>270</b>	<b>315</b>
<b>Antenna Height AAT (meters)</b>	1240.400	1242.700	1103.000	884.600	1000.200	1515.700	1584.900	1490.000
<b>Transmitting ERP (watts)</b>	0.200	0.100	0.100	0.100	0.100	0.100	0.100	1.030

**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.

Licensee Name: CELLCO PARTNERSHIP

Call Sign: KNKA272

File Number: 0008937657

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
2	35-04-07.3 N	106-33-09.0 W	1646.2	48.7	1003224

Address: Uptown Site 500 VIRGINIA ST SE

City: ALBUQUERQUE County: BERNALILLO State: NM Construction Deadline:

Antenna: 6

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	11.400	-326.300	-204.000	-168.300	37.700	100.800	121.200	119.800
Transmitting ERP (watts)	60.590	90.870	14.370	0.380	0.210	0.210	0.210	4.450

Antenna: 7

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	37.300	-300.400	-178.100	-142.400	63.600	126.700	147.200	145.700
Transmitting ERP (watts)	0.520	1.060	44.000	225.640	187.680	29.070	1.180	0.520

Antenna: 8

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	11.400	-326.300	-204.000	-168.300	37.700	100.800	121.200	119.800
Transmitting ERP (watts)	0.820	0.130	0.130	0.130	0.520	19.870	62.850	19.870

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
3	35-06-01.2 N	106-30-57.1 W	1709.9	20.8	

Address: 1713 Juan Tabo Blvd. NE

City: Albuquerque County: BERNALILLO State: NM Construction Deadline:

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)	-41.600	-575.900	-446.000	-214.600	47.700	124.600	170.200	146.100
Transmitting ERP (watts)	6.050	5.500	5.460	0.670	0.100	0.100	0.390	4.450

Antenna: 5

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	-41.600	-575.900	-446.000	-214.600	47.700	124.600	170.200	146.100
Transmitting ERP (watts)	0.120	1.510	14.760	35.400	27.480	6.150	0.550	0.100

Antenna: 6

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	-41.600	-575.900	-446.000	-214.600	47.700	124.600	170.200	146.100
Transmitting ERP (watts)	1.370	0.100	0.100	0.100	1.890	5.020	4.180	4.840



Licensee Name: CELLCO PARTNERSHIP

Call Sign: KNKA272

File Number: 0008937657

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
4	35-13-56.1 N	106-39-12.1 W	1603.3	47.2	

Address: 1565 STEPHANIE RD. SE,

City: RIO RANCHO County: SANDOVAL State: NM Construction Deadline:

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)	-28.300	107.200	-77.300	49.700	130.400	-9.600	-71.700	-89.100
Transmitting ERP (watts)	22.490	56.500	47.000	11.270	1.050	0.120	0.210	2.150

Antenna: 5

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	-28.300	107.200	-77.300	49.700	130.400	-9.600	-71.700	-89.100
Transmitting ERP (watts)	0.100	0.100	0.100	0.210	4.980	16.480	0.290	0.100

Antenna: 6

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	-28.300	107.200	-77.300	49.700	130.400	-9.600	-71.700	-89.100
Transmitting ERP (watts)	53.700	5.130	0.410	0.300	2.820	29.510	117.490	141.250

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
5	35-23-04.0 N	106-27-28.0 W	1572.8	80.2	1002821

Address: 3.45 MI SW OF

City: SAN FELIPE PUEBLO County: SANDOVAL State: NM Construction Deadline:

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)	-35.500	14.300	-69.900	-164.600	-338.400	89.800	31.800	-110.500
Transmitting ERP (watts)	38.380	206.100	319.200	159.980	24.780	2.210	0.640	3.270

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)	-31.700	18.100	-66.100	-160.800	-334.600	93.600	35.600	-106.700
Transmitting ERP (watts)	117.760	117.760	117.760	117.760	117.760	117.760	117.760	117.760

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
6	35-07-22.2 N	106-21-36.1 W	2152.5	26.6	

Address: 212 Sangre De Cristo Circle

City: CEDAR CREST County: BERNALILLO State: NM 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)	81.000	55.500	84.500	26.900	10.200	221.300	-30.100	-359.100
Transmitting ERP (watts)	97.520	73.300	24.780	2.460	1.910	7.590	44.470	94.210

Licensee Name: CELLCO PARTNERSHIP

Call Sign: KNKA272

File Number: 0008937657

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
7	34-58-14.2 N	106-39-25.1 W	1536.5	48.8	

Address: 8226 BROADWAY SE

City: ALBUQUERQUE County: BERNALILLO State: NM Construction Deadline:

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)	73.200	-34.000	-69.700	-40.000	37.100	58.000	-11.300	17.800
Transmitting ERP (watts)	89.760	46.040	4.100	0.180	0.180	0.180	5.050	48.200

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)	73.200	-34.000	-69.700	-40.000	37.100	58.000	-11.300	17.800
Transmitting ERP (watts)	0.110	0.110	0.210	1.830	55.170	1.490	0.190	0.110

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
8	35-17-42.1 N	106-33-22.1 W	1536.5	47.0	

Address: 100 Calle Industrial Road

City: Bernalillo County: SANDOVAL State: NM Construction Deadline:

Antenna: 6

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	-50.900	-20.000	-258.300	-767.800	-45.400	37.400	-68.500	-91.700
Transmitting ERP (watts)	105.740	118.640	42.100	4.020	0.280	0.260	2.780	28.460

Antenna: 7

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	-50.900	-20.000	-258.300	-767.800	-45.400	37.400	-68.500	-91.700
Transmitting ERP (watts)	0.200	2.020	12.430	22.390	18.570	6.420	0.900	0.100

Antenna: 8

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	-50.900	-20.000	-258.300	-767.800	-45.400	37.400	-68.500	-91.700
Transmitting ERP (watts)	15.530	1.750	0.530	2.050	17.010	68.010	84.590	61.050

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
10	35-05-16.2 N	106-35-22.1 W	1613.6	15.9	

Address: 5005 LOMAS BLVD

City: ALBUQUERQUE County: BERNALILLO State: NM 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)	64.500	-167.600	-301.200	-77.100	21.100	107.900	75.000	81.300
Transmitting ERP (watts)	21.950	22.710	11.530	1.760	0.140	0.100	1.120	8.110

Licensee Name: CELLCO PARTNERSHIP

Call Sign: KNKA272

File Number: 0008937657

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
10	35-05-16.2 N	106-35-22.1 W	1613.6	15.9	

Address: 5005 LOMAS BLVD

City: ALBUQUERQUE County: BERNALILLO State: NM 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)	64.500	-167.600	-301.200	-77.100	21.100	107.900	75.000	81.300
Transmitting ERP (watts)	0.550	5.440	33.510	60.380	50.080	17.310	2.430	0.280

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)	64.500	-167.600	-301.200	-77.100	21.100	107.900	75.000	81.300
Transmitting ERP (watts)	2.750	0.170	0.100	0.230	3.790	15.720	19.110	14.200

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
11	35-05-42.1 N	106-34-08.4 W	1607.8	16.7	

Address: 1803 LOUISIANA ST NE

City: ALBUQUERQUE County: BERNALILLO State: NM 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)	11.700	-309.300	-414.000	-156.000	3.900	73.300	76.900	78.300
Transmitting ERP (watts)	76.430	89.790	28.400	2.260	0.200	0.200	0.820	17.150

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)	11.700	-309.300	-414.000	-156.000	3.900	73.300	76.900	78.300
Transmitting ERP (watts)	0.860	8.510	52.400	94.400	78.310	27.070	3.790	0.440

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
14	35-06-55.9 N	106-43-28.5 W	1572.6	19.8	

Address: Ladera Site 3000 Todos Santos Street NW

City: Albuquerque County: BERNALILLO State: NM Construction Deadline: 10-18-2012

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)	-72.800	64.700	31.800	48.100	58.200	-133.400	-180.400	-182.200
Transmitting ERP (watts)	194.870	48.950	0.890	0.390	0.390	0.390	2.400	53.670

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)	-72.800	64.000	31.800	48.100	58.200	-133.400	-180.400	-182.200
Transmitting ERP (watts)	0.360	0.360	0.680	22.420	178.110	21.410	0.410	0.360

Licensee Name: CELLCO PARTNERSHIP

Call Sign: KNKA272

File Number: 0008937657

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
14	35-06-55.9 N	106-43-28.5 W	1572.6	19.8	

Address: Ladera Site 3000 Todos Santos Street NW

City: Albuquerque County: BERNALILLO State: NM Construction Deadline: 10-18-2012

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)	-72.800	64.000	31.800	48.100	58.200	-133.400	-180.400	-182.200
Transmitting ERP (watts)	4.910	0.760	0.760	0.760	18.240	166.330	381.040	144.870

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
15	35-00-09.0 N	106-36-57.3 W	1614.6	34.1	1272428

Address: 5420 Watson Drive SE

City: Albuquerque County: BERNALILLO State: NM Construction Deadline: 04-29-2011

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)	61.500	-25.500	-83.900	-18.900	44.600	115.400	83.700	106.500
Transmitting ERP (watts)	106.030	26.630	0.480	0.310	0.310	0.310	1.300	29.200

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)	61.500	-25.500	-83.900	-18.900	44.600	115.400	83.700	106.500
Transmitting ERP (watts)	0.440	4.900	128.920	182.110	19.970	0.500	0.440	0.440

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)	61.500	-25.500	-83.900	-18.900	44.600	115.400	83.700	106.500
Transmitting ERP (watts)	0.440	0.440	0.440	0.440	19.970	195.130	123.120	5.760

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
16	35-04-07.2 N	106-30-38.1 W	1693.8	19.5	

Address: Balloon Site 12470 Central Ave SE

City: Albuquerque County: BERNALILLO State: NM Construction Deadline: 06-21-2012

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)	-65.000	-678.600	-258.800	-315.200	15.400	89.900	137.900	124.600
Transmitting ERP (watts)	192.460	341.460	45.740	1.490	0.790	0.790	0.790	12.280

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)	-65.000	-678.600	-258.800	-315.200	15.400	89.900	137.900	124.600
Transmitting ERP (watts)	0.640	0.940	27.820	249.700	180.890	12.310	0.870	0.640

Licensee Name: CELLCO PARTNERSHIP

Call Sign: KNKA272

File Number: 0008937657

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
17	35-06-32.3 N	106-29-53.6 W	1772.7	12.2	

Address: Harley Site 12512 Menaul Blvd NE  
City: Albuquerque County: BERNALILLO State: NM Construction Deadline: 08-03-2012

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)	-187.800	-625.800	-478.300	-259.900	37.000	163.400	209.200	169.700
Transmitting ERP (watts)	408.660	102.650	7.440	0.820	0.820	0.820	3.030	105.040

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)	-187.800	-625.800	-478.300	-259.900	37.000	163.400	209.200	169.700
Transmitting ERP (watts)	20.020	123.410	257.850	126.290	12.340	0.510	0.730	1.700

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)	-187.800	-625.800	-478.300	-259.900	37.000	163.400	209.200	169.700
Transmitting ERP (watts)	0.200	0.200	0.760	26.260	102.170	25.660	1.860	0.200

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
18	35-03-49.9 N	106-27-00.7 W	1814.0	9.3	

Address: Carnuel Site 98 E Old Hwy 66  
City: Tijeras County: BERNALILLO State: NM Construction Deadline: 10-18-2012

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)	-549.800	-351.000	-289.700	-372.200	-90.100	125.400	171.100	97.000
Transmitting ERP (watts)	114.900	30.220	0.780	0.230	0.230	0.230	0.380	33.140

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)	-549.800	-351.000	-289.700	-372.200	-90.100	125.400	171.100	97.000
Transmitting ERP (watts)	0.140	12.330	42.750	11.250	0.290	0.100	0.100	0.100

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)	-549.800	-351.000	-289.700	-372.200	-90.100	125.400	171.100	97.000
Transmitting ERP (watts)	0.780	0.230	0.230	0.230	0.380	33.140	114.900	30.220

Licensee Name: CELLCO PARTNERSHIP

Call Sign: KNKA272

File Number: 0008937657

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
19	35-11-36.8 N	106-43-02.3 W	1640.7	22.9	1280190

Address: (Essex site) 6101 Paradise Boulevard Northwest

City: Albuquerque County: BERNALILLO State: NM Construction Deadline: 11-07-2013

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)	-54.700	70.300	91.000	119.800	97.700	-92.400	-117.100	-120.000
Transmitting ERP (watts)	251.190	10.000	0.850	0.850	0.850	0.850	10.470	158.490

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)	-57.700	70.300	91.000	119.800	97.700	-92.400	-117.100	-120.000
Transmitting ERP (watts)	0.850	0.850	0.850	14.130	218.780	186.210	6.460	0.850

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)	-54.700	70.000	91.000	119.800	97.700	-92.400	-117.100	-120.000
Transmitting ERP (watts)	12.410	1.330	0.860	1.210	13.661	133.020	334.120	156.280

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
20	35-38-29.2 N	106-19-50.6 W	1694.9	36.6	

Address: (Cochiti) 82 Dam Crest Road

City: Pena Blanca County: SANDOVAL State: NM 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)	-176.100	-184.300	-223.500	31.300	110.700	50.400	-150.400	-238.300
Transmitting ERP (watts)	44.770	339.650	427.590	87.300	4.380	0.960	0.960	0.960

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)	-176.100	-184.300	-223.500	31.300	110.700	50.400	-150.400	-238.300
Transmitting ERP (watts)	0.960	0.960	3.400	109.910	447.740	309.700	38.110	2.190

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)	-176.100	-184.300	-223.500	31.300	110.700	50.400	-150.400	-238.300
Transmitting ERP (watts)	178.250	15.890	0.960	0.960	0.960	15.520	214.300	468.850

Licensee Name: CELLCO PARTNERSHIP

Call Sign: KNKA272

File Number: 0008937657

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
21	35-00-47.9 N	106-43-15.3 W	1508.3	21.0	

Address: (Rio Bravo Coors) 3107 Love Road SW

City: Albuquerque County: BERNALILLO State: NM Construction Deadline: 05-07-2014

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)	-35.100	3.100	-39.700	-30.000	7.700	-123.900	-178.200	-194.600
Transmitting ERP (watts)	0.520	19.410	207.010	170.610	9.950	0.890	0.520	0.520

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)	-35.100	3.100	-39.700	-30.000	7.700	-123.900	-178.200	-194.600
Transmitting ERP (watts)	0.520	0.520	0.520	1.340	53.090	260.020	86.700	2.820

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)	-35.100	3.100	-39.700	-30.000	7.700	-123.900	-178.200	-194.600
Transmitting ERP (watts)	242.100	34.430	1.400	0.520	0.520	0.520	5.380	121.620

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
22	35-04-36.0 N	106-24-35.0 W	1892.8	18.9	

Address: (Tijeras) 340 E Old Highway 66 East

City: Albuquerque County: BERNALILLO State: NM Construction Deadline: 05-07-2014

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)	-755.800	-190.700	-210.600	-303.900	-212.800	68.900	125.400	-142.300
Transmitting ERP (watts)	0.700	0.700	0.700	0.730	17.820	234.910	261.760	20.550

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)	-755.800	-190.700	-210.600	-303.900	-212.800	68.900	125.400	-142.300
Transmitting ERP (watts)	8.830	159.550	323.530	43.240	1.410	0.700	0.700	0.700

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
23	35-03-11.1 N	106-21-06.3 W	2367.4	46.0	

Address: (Cedro Peak) On Cedro Peak, Cibola National Forest

City: Tijeras County: BERNALILLO State: NM Construction Deadline: 09-19-2014

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)	294.100	249.600	241.400	155.300	144.000	396.800	502.600	71.100
Transmitting ERP (watts)	77.420	72.740	15.170	0.880	0.470	0.470	2.170	22.380

Licensee Name: CELLCO PARTNERSHIP

Call Sign: KNKA272

File Number: 0008937657

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
23	35-03-11.1 N	106-21-06.3 W	2367.4	46.0	

Address: (Cedro Peak) On Cedro Peak, Cibola National Forest

City: Tijeras County: BERNALILLO State: NM Construction Deadline: 09-19-2014

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)	294.100	249.600	241.400	155.300	144.000	396.800	502.600	71.100
Transmitting ERP (watts)	0.190	0.700	9.080	56.090	79.970	26.600	2.100	0.190

Control Points:

Control Pt. No. 2

Address: 500 West Dove Rd.

City: Southlake County: State: TX Telephone Number: (800)264-6620

Waivers/Conditions:

NONE



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Federal Communications Commission  
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: RURAL CELLULAR CORPORATION

ATTN: REGULATORY  
RURAL CELLULAR CORPORATION  
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING  
ALPHARETTA, GA 30022

Call Sign KNKN332	File Number 0009139415
Radio Service CL - Cellular	
Market Numer CMA608	Channel Block A
Sub-Market Designator 0	

FCC Registration Number (FRN): 0003715919

Market Name Oregon 3 - Umatilla
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Grant Date 09-01-2020	Effective Date 09-01-2020	Expiration Date 10-01-2030	Five Yr Build-Out Date	Print Date 09-01-2020
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Site Information:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
1	45-26-14.5 N	118-05-33.8 W	1862.3	35.3	

Address: ON TOP OF MT. EMILY, 12.9 KM NORTH OF  
City: LA GRANDE County: UNION State: OR 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)	639.000	986.000	957.900	1059.900	947.000	696.000	630.200	575.200	
Transmitting ERP (watts)	186.230	147.930	190.570	144.560	17.380	7.410	34.680	177.850	

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)	639.000	986.000	957.900	1059.900	947.000	696.000	630.200	575.200	
Transmitting ERP (watts)	17.380	7.410	34.680	177.850	186.230	147.930	190.570	144.560	

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.

Licensee Name:RURAL CELLULAR CORPORATION

Call Sign: KNKN332

File Number: 0009139415

Print Date: 09-01-2020

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
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2	45-48-03.5 N	118-22-45.9 W			
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Address: ON WESTON MTN., 3.2 KM SOUTH EAST OF

City: WESTON County: UMATILLA State: OR Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts:	216.000								
Azimuth(from true north)	0	45	90	135	180	225	270	315	
Antenna Height AAT (meters)	473.300	243.800	-149.400	-48.200	131.700	306.600	385.200	384.900	
Transmitting ERP (watts)	110.200	110.200	110.200	110.200	110.200	110.200	110.200	110.200	

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
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3	45-35-07.5 N	118-35-00.9 W			
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Address: ON CABBAGE HILL 0.3 MILES WEST OF FORK IN US-80N 11.3 MILES SOUTHEAST OF

City: PENDLETON County: UMATILLA State: OR Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts:	378.400								
Azimuth(from true north)	0	45	90	135	180	225	270	315	
Antenna Height AAT (meters)	591.900	365.500	94.500	50.300	296.900	357.800	615.700	654.400	
Transmitting ERP (watts)	97.700	97.700	97.700	97.700	97.700	97.700	97.700	97.700	

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
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4	44-45-57.5 N	117-52-57.8 W			
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Address: 4.0 KM WSW OF

City: BAKER County: BAKER State: OR Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts:	207.400								
Azimuth(from true north)	0	45	90	135	180	225	270	315	
Antenna Height AAT (meters)	441.100	428.300	271.000	313.700	251.800	66.500	-428.000	314.900	
Transmitting ERP (watts)	158.500	158.500	158.500	158.500	158.500	158.500	158.500	158.500	

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
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5	45-58-49.0 N	119-17-46.0 W	359.7	48.2	1032876
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Address: SILLUSI BUTTE 6.4 KM NNE

City: PLYMOUTH County: BENTON State: WA 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)	-40.800	27.100	128.000	264.000	262.700	263.300	195.700	65.800	
Transmitting ERP (watts)	146.900	146.900	146.900	146.900	146.900	146.900	146.900	146.900	

Licensee Name:RURAL CELLULAR CORPORATION

Call Sign: KNKN332

File Number: 0009139415

Print Date: 09-01-2020

Control Points:

Control Pt. No. 2

Address: 500 West Dove Road

City: Southlake County: TARRANT State: TX Telephone Number:(800)264-6620

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Waivers/Conditions:

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.

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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

<b>Call Sign</b> KNKR219	<b>File Number</b> 0008937657
<b>Radio Service</b> CL - Cellular	
<b>Market Numer</b> CMA086	<b>Channel Block</b> B
<b>Sub-Market Designator</b> 0	

**FCC Registration Number (FRN):** 0003290673

<b>Market Name</b> Albuquerque, NM
---------------------------------------

<b>Grant Date</b> 04-12-2016	<b>Effective Date</b> 01-09-2020	<b>Expiration Date</b> 05-14-2026	<b>Five Yr Build-Out Date</b>	<b>Print Date</b>
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**Site Information:**

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
4	35-01-48.8 N	106-58-27.2 W	1681.0	33.7	

**Address:** Volcano (aka Beacon Hill) Site ATOP BEACON HILL; 1/4 MILE (0.4 KM) NORTH OF I-4

**City:** LAGUNA INDIAN RESERV **County:** BERNALILLO **State:** NM **Construction Deadline:**

**Antenna: 1**

<b>Maximum Transmitting ERP in Watts:</b> 140.820								
Azimuth(from true north)	0	45	90	135	180	225	270	315
<b>Antenna Height AAT (meters)</b>	41.600	11.900	-3.000	64.600	93.300	62.700	-8.100	-15.300
<b>Transmitting ERP (watts)</b>	399.040	81.470	4.080	0.890	0.890	0.910	41.790	316.970

**Antenna: 2**

<b>Maximum Transmitting ERP in Watts:</b> 140.820								
Azimuth(from true north)	0	45	90	135	180	225	270	315
<b>Antenna Height AAT (meters)</b>	41.100	11.900	-3.000	64.600	93.300	62.700	-8.100	-15.300
<b>Transmitting ERP (watts)</b>	3.170	102.570	417.850	289.080	35.560	2.050	0.890	0.890

**Antenna: 3**

<b>Maximum Transmitting ERP in Watts:</b> 140.820								
Azimuth(from true north)	0	45	90	135	180	225	270	315
<b>Antenna Height AAT (meters)</b>	41.600	11.900	-3.000	64.600	93.300	62.700	-8.100	-15.300
<b>Transmitting ERP (watts)</b>	2.050	0.890	0.890	3.170	102.570	417.850	289.080	35.560

**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.

Licensee Name: CELLCO PARTNERSHIP

Call Sign: KNKR219

File Number: 0008937657

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
6	36-02-00.2 N	107-00-34.3 W	2298.8	39.3	

Address: Cuba Atop Mesa de Cuba SanteFe

City: Cuba County: SANDOVAL State: NM Construction Deadline: 04-27-2011

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)	128.300	-28.800	-116.400	166.100	214.200	215.500	156.600	113.100
Transmitting ERP (watts)	311.610	410.780	87.820	2.060	0.920	0.920	1.640	47.160

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)	128.300	-28.800	-116.400	166.100	214.200	215.500	156.600	113.100
Transmitting ERP (watts)	0.920	4.940	105.590	410.780	297.590	29.760	0.920	0.920

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)	128.300	-28.800	-116.400	166.100	214.200	215.500	156.600	113.100
Transmitting ERP (watts)	87.820	2.060	0.920	0.920	1.640	47.160	311.610	410.780

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
8	35-41-47.6 N	106-51-34.8 W	2755.7	24.7	

Address: Pajarito Peak

City: San Ysidro County: SANDOVAL State: NM Construction Deadline: 09-09-2012

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	443.800	737.700	792.500	798.400	920.800	842.000	738.400
Transmitting ERP (watts)	48.260	225.740	236.380	54.150	2.650	0.580	0.640	2.160

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	443.800	737.700	792.500	798.400	920.800	842.000	738.400
Transmitting ERP (watts)	0.580	0.580	2.640	50.040	117.190	107.150	34.570	1.440

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	443.800	737.700	792.500	798.400	920.800	842.000	738.400
Transmitting ERP (watts)	72.340	8.620	0.630	0.840	0.790	18.750	101.070	119.100

Control Points:

Control Pt. No. 2

Address: 500 W. Dove Rd.

City: Southlake County: TARRANT State: TX Telephone Number: (800)264-6620

**Licensee Name:** CELLCO PARTNERSHIP

**Call Sign:** KNKR219

**File Number:** 0008937657

**Print Date:**

**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

<b>Call Sign</b> KNLH655	<b>File Number</b> 0008937657
<b>Radio Service</b> CW - PCS Broadband	

**FCC Registration Number (FRN):** 0003290673

<b>Grant Date</b> 06-02-2017	<b>Effective Date</b> 01-09-2020	<b>Expiration Date</b> 06-26-2027	<b>Print Date</b> 01-28-2020
<b>Market Number</b> BTA008	<b>Channel Block</b> E	<b>Sub-Market Designator</b> 7	
<b>Market Name</b> Albuquerque, NM			
<b>1st Build-out Date</b> 06-26-2002	<b>2nd Build-out Date</b>	<b>3rd Build-out Date</b>	<b>4th Build-out Date</b>

**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.

**Licensee Name:** CELLCO PARTNERSHIP

**Call Sign:** KNLH655

**File Number:** 0008937657

**Print Date:** 01-28-2020

**700 MHz Relicensed Area Information:**

<b>Market</b>	<b>Market Name</b>	<b>Buildout Deadline</b>	<b>Buildout Notification</b>	<b>Status</b>
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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 WQGB218	File Number 0009781947
Radio Service AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0003290673

Grant Date 01-10-2022	Effective Date 01-10-2022	Expiration Date 11-29-2036	Print Date 01-11-2022
Market Number BEA156	Channel Block B	Sub-Market Designator 0	
Market Name Albuquerque, NM-AZ			
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:  
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.

Licensee Name:CELLCO PARTNERSHIP

Call Sign: WQGB218

File Number: 0009781947

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: LICENSING MANAGER  
CELLCO PARTNERSHIP  
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING  
ALPHARETTA, GA 30022

Call Sign WQGT887	File Number 0009932072
Radio Service AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0003290673

Grant Date 04-26-2022	Effective Date 04-26-2022	Expiration Date 04-16-2037	Print Date 04-26-2022
Market Number BEA156	Channel Block C	Sub-Market Designator 0	
Market Name Albuquerque, NM-AZ			
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:  
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.

Licensee Name:CELLCO PARTNERSHIP

Call Sign: WQGT887

File Number: 0009932072

Print Date: 04-26-2022

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 WQVP225	File Number
Radio Service AT - AWS-3 (1695-1710 MHz, 1755-1780 MHz, and 2155-2180 MHz)	

FCC Registration Number (FRN): 0003290673

Grant Date 04-08-2015	Effective Date 11-01-2016	Expiration Date 04-08-2027	Print Date
Market Number BEA156	Channel Block J	Sub-Market Designator 0	
Market Name Albuquerque, NM-AZ			
1st Build-out Date 04-08-2021	2nd Build-out Date 04-08-2027	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

NONE

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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Licensee Name:CELLCO PARTNERSHIP

Call Sign: WQVP225

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 WRNF369	File Number
Radio Service PM - 3.7 GHz Service	

FCC Registration Number (FRN): 0003290673

Grant Date 07-23-2021	Effective Date 07-23-2021	Expiration Date 07-23-2036	Print Date
Market Number PEA075	Channel Block A1	Sub-Market Designator 0	
Market Name Albuquerque, NM			
1st Build-out Date 07-23-2029	2nd Build-out Date 07-23-2033	3rd Build-out Date	4th Build-out Date

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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Licensee Name:CELLCO PARTNERSHIP

Call Sign: WRNF369

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 WRNF370	File Number
Radio Service PM - 3.7 GHz Service	

FCC Registration Number (FRN): 0003290673

Grant Date 07-23-2021	Effective Date 07-23-2021	Expiration Date 07-23-2036	Print Date
Market Number PEA075	Channel Block A2	Sub-Market Designator 0	
Market Name Albuquerque, NM			
1st Build-out Date 07-23-2029	2nd Build-out Date 07-23-2033	3rd Build-out Date	4th Build-out Date

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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Licensee Name:CELLCO PARTNERSHIP

Call Sign: WRNF370

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 WRNF371	File Number
Radio Service PM - 3.7 GHz Service	

FCC Registration Number (FRN): 0003290673

Grant Date 07-23-2021	Effective Date 07-23-2021	Expiration Date 07-23-2036	Print Date
Market Number PEA075	Channel Block A3	Sub-Market Designator 0	
Market Name Albuquerque, NM			
1st Build-out Date 07-23-2029	2nd Build-out Date 07-23-2033	3rd Build-out Date	4th Build-out Date

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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Licensee Name:CELLCO PARTNERSHIP

Call Sign: WRNF371

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 WRNF372	File Number
Radio Service PM - 3.7 GHz Service	

FCC Registration Number (FRN): 0003290673

Grant Date 07-23-2021	Effective Date 07-23-2021	Expiration Date 07-23-2036	Print Date
Market Number PEA075	Channel Block A4	Sub-Market Designator 0	
Market Name Albuquerque, NM			
1st Build-out Date 07-23-2029	2nd Build-out Date 07-23-2033	3rd Build-out Date	4th Build-out Date

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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Licensee Name:CELLCO PARTNERSHIP

Call Sign: WRNF372

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 WRNF373	File Number
Radio Service PM - 3.7 GHz Service	

FCC Registration Number (FRN): 0003290673

Grant Date 07-23-2021	Effective Date 07-23-2021	Expiration Date 07-23-2036	Print Date
Market Number PEA075	Channel Block A5	Sub-Market Designator 0	
Market Name Albuquerque, NM			
1st Build-out Date 07-23-2029	2nd Build-out Date 07-23-2033	3rd Build-out Date	4th Build-out Date

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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Licensee Name:CELLCO PARTNERSHIP

Call Sign: WRNF373

File Number:

Print Date:

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
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Reference Copy



Site Name: Henley  
Site Number: AZ11-173

### LEASE AGREEMENT

THIS LEASE AGREEMENT ("*Prime Lease*") is made effective as of the date of the latter signature hereof (the "*Execution Date*") and is by and between Landlord and Sun State Towers.

### RECITALS

- A. WHEREAS, Landlord is the owner of that certain parcel of land (the "*Property*") located in the County of Navajo, State of Arizona, as more particularly described on Exhibit A;
- B. WHEREAS, Landlord desires to lease to Sun State Towers a portion of the Property (the "*Compound*"), together with easements for ingress and egress and the installation and maintenance of utilities (the "*Easement*" and together with the Compound, the "*Site*") as legally described on Exhibit B and as generally depicted on Exhibit D (the "*Site Plan*"); and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of all of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Business and Defined Terms.** For the purposes of this Prime Lease, the following capitalized terms have the meanings set forth in this paragraph 1.

- (a) ***Sun State Towers:*** Sun State Towers IV, LLC,  
a Delaware limited liability company
- (b) ***Notice Address of Sun State Towers:*** Sun State Towers IV, LLC  
1426 North Marvin Street #101  
Gilbert, AZ 85233  
Attn: Land Management
- (c) ***Landlord:*** SJJ Land and Cattle Co., LLC, an Arizona  
limited liability company
- (d) ***Notice Address of Landlord:*** SJJ Land and Cattle Co., LLC  
1433 French Road  
Winslow, AZ 86047
- (e) ***Initial Option Period:*** Twelve (12) months
- (f) ***Renewal Option Period:*** Twelve (12) months
- (g) ***Option Period:*** The Initial Option Period and any Renewal Option Period(s)
- (h) ***Option Consideration (Initial Option Period):*** [REDACTED]
- (i) ***Option Extension Consideration (Renewal Option Period(s)):*** [REDACTED]

Site Name: Henley  
Site Number: AZ11-173

(j) **Commencement Date:** The date specified in the written notice by Sun State Towers to Landlord exercising the Option constitutes the Commencement Date of the Term.

(k) **Initial Term:** Ten (10) years, commencing on the Commencement Date and continuing until midnight of the day immediately prior to the tenth (10<sup>th</sup>) anniversary of the Commencement Date.

(l) **Renewal Terms:** Each of the four (4) successive periods of ten (10) years each, with the first Renewal Term commencing upon the expiration of the Initial Term and each subsequent Renewal Term commencing upon the expiration of the immediately preceding Renewal Term.

(m) **Term:** The Initial Term with any and all Renewal Terms.

(n) **Rent:** [REDACTED]

(o) **Increase Amount:** In year two (2) of the Initial Term, and every year thereafter, including throughout any Renewal Terms exercised, the yearly Rent will increase by [REDACTED] over the Rent paid during the previous year.

## 2. Option to Lease.

(a) Grant of Option. Landlord hereby gives and grants to Sun State Towers and its assigns, an exclusive and irrevocable option to lease the Site during the Initial Option Period (the "**Option**").

(b) Extension of Option. The Initial Option Period will automatically be extended for each Renewal Option Period unless Sun State Towers provides Landlord written notice of its intent not to extend the Option.

(c) Consideration for Option. Option Consideration is due and payable in full within thirty (30) days of the Execution Date and Sun State Towers will pay Landlord any Option Extension Consideration within thirty (30) days of the commencement of any Renewal Option Period.

(d) Option Period Inspections and Investigations.

(i) During the Option Period, Landlord will provide Sun State Towers with any keys or access codes necessary for access to the Property.

(ii) During the Option Period, Sun State Towers and its officers, agents, employees and independent contractors may enter upon the Property to perform or cause to be performed test borings of the soil, environmental audits, engineering studies and to conduct a metes and bounds survey of the Site and/or the Property (the "**Survey**"), provided that Sun State Towers will not unreasonably interfere with Landlord's use of the Property in conducting these activities. At Sun State Towers discretion, the legal description of the Site as shown on the Survey may replace Exhibit B of this Prime Lease and be added as Exhibit B of the Memorandum of Lease.

(iii) Sun State Towers may not begin any construction activities on the Site during the Option Period other than those activities described in, or related to, this paragraph 2(d).

Site Name: Henley  
Site Number: AZ11-173

(e) Exercise of Option. Sun State Towers may, in its sole discretion, exercise the Option by delivery of written notice to Landlord at any time during the Option Period. If Sun State Towers exercises the Option, then Landlord will lease the Site to Sun State Towers subject to the terms and conditions of this Prime Lease. If Sun State Towers does not exercise the Option, this Prime Lease will terminate.

**3. Term.**

(a) Initial Term. The Initial Term is as provided in paragraph 1(k).

(b) Renewal Terms. Sun State Towers will have the right to extend this Prime Lease for each of the Renewal Terms. Each Renewal Term will be on the same terms and conditions provided in this Prime Lease except that Rent will escalate as provided in paragraph 4(b). This Prime Lease will automatically be renewed for each successive Renewal Term unless Sun State Towers notifies Landlord in writing of Sun State Towers' intention not to renew the Prime Lease at any time prior to the expiration of the Initial Term or the Renewal Term which is then in effect.

**4. Consideration.**

(a) Sun State Towers will pay its first installment of Rent within sixty (60) days of the Commencement Date. Thereafter, Rent is due and payable in advance on the first day of each calendar month to Landlord at Landlord's Notice Address. Rent will be prorated for any partial months, including, the month in which the Commencement Date occurs.

(b) On the first (1<sup>st</sup>) anniversary of the Commencement Date, and every year thereafter, including throughout any Renewal Terms exercised, the Rent will increase by the Increase Amount.

(c) In the event Sun State Towers makes an overpayment of Rent or any other fees or charges to Landlord during the Term of this Prime Lease, Sun State Towers may, but will not be required, to treat any such overpayment amount as prepaid Rent and apply such amount as a credit against future Rent due to Landlord.

(d) Sun State Towers will not be required to remit the payment of Rent to more than two (2) recipients at any given time.

**5. Use.**

(a) Sun State Towers will be permitted to use the Site for the purpose of constructing, maintaining, removing, replacing, securing, and operating a communications facility and uses incidental thereto, including, but not limited to, the construction or installation and maintenance of a telecommunications tower (the "**Tower**"), structural tower base(s), guy anchors, guy wires, communications equipment, one or more buildings or equipment cabinets, equipment, radio transmitting and receiving antennas, personal property and related improvements and facilities on the Compound (collectively, the "**Tower Facilities**"), to facilitate the use of the Site as a site for the transmission and receipt of communication signals including, but not limited to, voice, data and internet transmissions and for any other uses which are incidental to the transmission and receipt of communication signals of any kind and frequency (the "**Intended Use**"). The Intended Use shall include Sun State's ability to install utilities (including, but not limited to, electricity and electric power

Site Name: Henley  
Site Number: AZ11-173

sources or creation of any kind, fiber optic lines, cable lines, and any cabling or transmission conduits of any kind or type) in, on, and to the Site. The Intended Use shall also include the Sun State's right to access, ingress, and egress the Site at its sole discretion 24 hours a day, seven (7) days a week, 365 days a year.

(b) Sun State Towers, at its sole discretion, will have the right, without prior notice or the consent of Landlord, to license or sublease all or a portion of the Site or the Tower Facilities to other parties (each, a "*Collocator*" and collectively, the "*Collimators*"). The Collimators will be entitled to modify the Tower Facilities and to erect additional improvements on the Compound, including, but not limited to antennas, dishes, cabling, additional buildings or shelters ancillary to the Intended Use. The Collimators will be entitled to all rights of ingress and egress to the Site and the right to install utilities on, in, and to the Site that Sun State Towers has under this Prime Lease, and shall have all rights and inclusions of the Site's Intended Use described herein including, but not limited to, the use of any easement described below and on the same terms as Sun State Towers, and to all other rights set forth herein.

(c) The parties agree that should Sun State Towers desire to lease additional ground space to accommodate an additional Collocator, Landlord will lease space to Sun State Towers at the then current rent per square foot rental rate.

## **6. Tower Facilities.**

(a) Sun State Towers will have the right, at Sun State Towers sole cost and expense, to erect the Tower Facilities which will be the exclusive property of Sun State Towers throughout the Term as well as upon the expiration or termination of this Prime Lease.

(b) Landlord grants Sun State a non-exclusive easement in, over, across and through the Property, as more particularly described and/or depicted on Exhibit B, and other real property owned by Landlord contiguous to the Site as may be reasonably required for construction, installation, maintenance, and operation of the Tower Facilities including: (i) access to the Site for construction machinery and equipment, (ii) storage of construction materials and equipment during construction of the Tower Facilities, and (iii) use of a staging area for construction, installation and removal of equipment.

(c) Sun State Towers may, at its sole expense, use any and all appropriate means of restricting access to the Compound or the Tower Facilities, including, without limitation, construction of a fence and may install and maintain identifying signs or other signs required by any governmental authority on or about the Site, including any access road to the Site.

(d) Sun State Towers will maintain the Compound, including the Tower Facilities, in a reasonable condition throughout the Term. Sun State Towers is not responsible for reasonable wear and tear or damage from casualty and condemnation. Landlord grants Sun State the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed all tree limbs which may interfere with or fall upon the Tower Facilities or the Site.

(e) Sun State Towers (and any Collimators — which are collectively referred to herein as "*Sun State*") may replace and augment Sun State's equipment or portions thereof and add or modify the frequencies upon which such equipment operates as needed to meet Sun State's business objectives,

Site Name: Henley  
Site Number: AZ11-173

whether such equipment or frequencies are specified or not on any attachments to the applicable site lease supplement with a respective Collocator. Sun State shall be permitted to make "*Equipment Modifications*" (as defined below) without incurring any increase in the then current Rent, and without Landlord's approval thereof conditioned upon any extension of the remaining Term or other change to the terms and conditions of any such supplement (including the terms and conditions of this Prime Lease). For purposes of this Prime Lease, "*Equipment Modifications*" means removal of Sun State's equipment installed at the Site, (collectively, the "*Old Equipment*"), and replacing the same with new equipment (collectively, the "*Replacement Equipment*").

(f) Sun State Towers will remove or cause to be removed all of the above-ground portions of the Tower Facilities within one hundred eighty (180) days following the expiration or termination of this Prime Lease.

#### 7. Utilities.

(a) Sun State will have the right to install utilities, at Sun State Towers expense, and to improve present utilities on the Property and the Site. Sun State will have the right to permanently place utilities on (or to bring utilities across or under) the Site to service the Compound and the Tower Facilities.

(b) If utilities necessary to serve the equipment of Sun State cannot be located within the Site, Landlord agrees to allow the installation of utilities on the Property or other real property owned by Landlord without requiring additional compensation from Sun State. Landlord will, upon Sun State Towers' request, execute a separate recordable written easement or lease to the utility company providing such service evidencing this right.

(c) Sun State may install backup generator(s).

#### 8. Access.

(a) In the event that the Site loses access to a public right of way during the Term, Landlord and Sun State Towers will amend this Prime Lease, at no imposed cost to either Party, to provide access to a public way by: (i) amending the location of the Easement; or (ii) granting an additional easement to Sun State.

(b) To the extent damage (including wear and tear caused by normal usage) to the Easement or any other route contemplated hereunder intended to provide Sun State with access to the Site and the Tower Facilities is caused by Landlord or Landlord's tenants, licensees, invitees or agents, Landlord will repair the damage at its own expense.

(c) Landlord will maintain access to the Compound from a public way in a free and open condition so that no interference is caused to Sun State by Landlord or lessees, licensees, invitees or agents of Landlord. In the event that Sun State's access to the Compound is impeded or denied by Landlord or Landlord's lessees, licensees, invitees or agents, in addition to any and all rights and remedies set forth in this Prime Lease, Sun State shall have the right to pursue any and all rights and remedies that it may have at law or in equity.

Site Name: Henley  
Site Number: AZ11-173

**9. Representations and Warranties of Landlord.** Landlord represents and warrants to Sun State and Sun State's successors and assigns:

(a) Landlord has the full right, power, and authority to execute this Prime Lease;

(b) There are no pending or threatened administrative actions, including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against Landlord or which may otherwise affect the Property;

(c) The Property is not presently subject to an option, lease or other contract which may adversely affect Landlord's ability to fulfill its obligations under this Prime Lease, and the execution of this Prime Lease by Landlord will not cause a breach or an event of default of any other agreement to which Landlord is a Party. Landlord agrees that it will not grant an option or enter into any contract or agreement which will have any adverse effect on the Intended Use or Sun State's rights under this Prime Lease;

(d) No licenses, rights of use, covenants, restrictions, easements, servitudes, subdivision rules or regulations, or any other encumbrances relating to the Property prohibit or will interfere with the Intended Use;

(e) Landlord has good and marketable fee simple title to the Site, the Property and any other property across which Landlord may grant an easement to Sun State, free and clear of all liens and encumbrances. Landlord covenants that Sun State will have the quiet enjoyment of the Compound during the term of this Prime Lease. If Landlord fails to keep the Site free and clear of any liens and encumbrances, Sun State Towers will have the right, but not the obligation, to satisfy any such lien or encumbrance and to deduct the full amount paid by Sun State Towers on Landlord's behalf from future installments of Rent;

(f) Sun State will at all times during this Prime Lease enjoy ingress, egress, and access from the Site twenty four (24) hours a day, seven (7) days a week, three hundred sixty five (365) days a year, to an open and improved public road which is adequate to service the Site and the Tower Facilities; and

(g) These representations and warranties of Landlord survive the termination or expiration of this Prime Lease.

**10. Interference.** Landlord will not use, nor will Landlord permit its tenants, licensees, invitees or agents to use any portion of the Property in any way which interferes with the Intended Use, including, but not limited to, any use on the Property or surrounding property that causes electronic or physical obstruction or degradation of the communications signals from the Tower Facilities ("**Interference**"). Interference will be deemed a material breach of this Prime Lease by Landlord and Landlord will have the responsibility to terminate Interference immediately upon written notice from Sun State Towers. Notwithstanding anything in this Prime Lease to the contrary, if the Interference does not cease or is not rectified as soon as possible, but in no event longer than 24 hours after Sun State Towers written notice to Landlord, Landlord acknowledges that continuing Interference will cause irreparable injury to Sun State, and Sun State Towers will have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin the Interference.

Site Name: Henley  
Site Number: AZ11-173

**11. Termination.** This Prime Lease may be terminated, without any penalty or further liability upon written notice as follows:

(a) By either Party upon a default of any covenant or term of this Prime Lease by the other Party which is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties in law or equity); provided, that if the defaulting Party commences efforts to cure the default within such period and diligently pursues such cure, the non-defaulting Party may not terminate this Prime Lease as a result of that default.

(b) Upon thirty (30) days' written notice by Sun State Towers to Landlord if Sun State Towers is unable to obtain, maintain, renew or reinstate any agreement, easement, permit, certificates, license, variance, zoning approval, or any other approval which may be required from any federal, state or local authority necessary to the construction and operation of the Tower Facilities or to the Intended Use (collectively, the "**Approvals**"); or

(c) Upon thirty (30) days' written notice from Sun State Towers to Landlord if the Site is or becomes unsuitable, in Sun State Towers' sole, but reasonable judgment for use as a wireless communications facility by Sun State or by Sun State's licensee(s) or sublessee(s).

(d) In the event of termination by Sun State Towers or Landlord pursuant to this provision, Sun State shall be relieved of all further liability hereunder.

**12. Taxes.**

(a) Sun State Towers will pay any personal property taxes assessed on or attributable to the Tower Facilities. Sun State Towers will reimburse Landlord for any increase to Landlord's real property taxes that are directly attributable to Sun State Towers' Site and/or Tower Facilities upon receipt of the following: (1) a copy of Landlord's tax bill; (2) proof of payment; and (3) written documentation from the assessor of the amount attributable to Sun State Towers. Sun State Towers shall have no obligation to reimburse Landlord for any taxes paid by Landlord unless Landlord requests reimbursement within twelve (12) months of the date said taxes were originally due. Additionally, as a condition precedent to Landlord having the right to receive reimbursement, Landlord shall, within three (3) days of receipt of any notice from the taxing authority of any assessment or reassessment, provide Sun State Towers with a copy of said notice. Sun State Towers shall have the right to appeal any assessment or reassessment relating to the Site or Tower Facilities and Landlord shall either (i) designate Sun State Towers as its attorney-in-fact as required to effect standing with the taxing authority, or (ii) join Sun State Towers in its appeal.

(b) Landlord will pay when due all real property taxes, rental taxes and all other fees and assessments attributable to the Property, the Compound, the Easement and the anticipated use thereof. If Landlord fails to pay when due any such taxes affecting the Property or the Site, Sun State Towers will have the right, but not the obligation, to pay such taxes and either: (i) deduct the full amount of the taxes paid by Sun State Towers on Landlord's behalf from future installments of Rent, or (ii) collect such taxes by any lawful means.

**13. Environmental Compliance.**

(a) Landlord represents and warrants that:

Site Name: Henley  
Site Number: AZ11-173

(i) No Hazardous Materials have been used, generated, stored or disposed of, on, under or about the Property in violation of any applicable law, regulation or administrative order (collectively, "*Environmental Laws*") by either Landlord or to Landlord's knowledge, any third party; and

(ii) To Landlord's knowledge, no third party been permitted to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Property in violation of any Environmental Laws.

(b) Landlord will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Property in violation of any Environmental Laws.

(c) Sun State Towers agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Site in violation of any applicable laws, regulations or administrative orders.

(d) The term "*Hazardous Material(s)*" means any: material, substance, chemical or waste, including, but not limited to, contaminants, oils, asbestos, PCBs, or any other hazardous substances or wastes, as defined by federal, state or local environmental laws, regulations or administrative orders or other materials the removal of which is required or the maintenance of which is prohibited or regulated by any federal, state or local government authority having jurisdiction over the Property.

#### **14. Indemnification.**

(a) General.

(i) Landlord, its heirs, grantees, successors, and assigns will exonerate, hold harmless, indemnify, and defend Sun State from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of: (A) any injury to or death of any person; (B) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the acts or omissions of Landlord, or Landlord's principals, employees, invitees, agents or independent contractors; or (C) any breach of any representation or warranty made by Landlord in this Prime Lease.

(ii) Sun State Towers, its grantees, successors, and assigns will exonerate, hold harmless, indemnify, and defend Landlord from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of: (A) any injury to or death of any person; (B) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the negligent acts or omissions of Sun State Towers, or Sun State Towers' employees, agents or independent contractors; or (C) any breach of any representation or warranty made by Sun State Towers in this Prime Lease.

(b) Environmental Matters.



Site Name: Henley  
Site Number: AZ11-173

(i) Landlord, its heirs, grantees, successors, and assigns will indemnify, defend, reimburse and hold harmless Sun State from and against any and all damages arising from the presence of Hazardous Materials upon, about or beneath the Property or migrating to or from the Property or arising in any manner whatsoever out of the violation of any Environmental Laws, which conditions exist or existed prior to or at the time of the execution of this Prime Lease or which may occur at any time in the future through no fault of Sun State Towers. Notwithstanding the obligation of Landlord to indemnify Sun State pursuant to this Prime Lease, Landlord will, upon demand of Sun State Towers, and at Landlord's sole cost and expense, promptly take all actions to remediate the Property which are required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the Site, which remediation is necessitated from the presence upon, about or beneath the Property of a Hazardous Material. Such actions include but not be limited to the investigation of the environmental condition of the Property, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or actions necessary to restore the Property to the condition existing prior to the introduction of such Hazardous Material upon, about or beneath the Property notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.

(ii) Sun State Towers, its grantees, successors, and assigns will indemnify, defend, reimburse and hold harmless Landlord from and against environmental damages caused by the presence of Hazardous Materials on the Compound in violation of any Environmental Laws and arising solely as the result of Sun State Towers' activities after the execution of this Prime Lease.

(iii) Landlord be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Site or Property, unless such conditions or concerns are caused by the specific activities of Sun State Towers in the Site.

(iv) In the event that abatement of Hazardous Materials is required in connection with the construction of the Site, Landlord shall take responsibility as generator of the waste resulting from the abatement and shall cooperate with any necessary abatement procedures, including signing all necessary documents and manifest required for abatement.

## **15. Casualty.**

In the event of damage by fire or other casualty to the Site or Property that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Sun State's operations at the Site for more than forty-five (45) days, then Sun State may, at any time following such fire or other casualty, provided Landlord has not completed the restoration required to permit Sun State to resume its operation at the Site, terminate this Prime Lease upon fifteen (15) days prior written notice to Landlord. Any such notice of termination shall cause this Prime Lease to expire with the same force

Site Name: Henley  
Site Number: AZ11-173

and effect as though the date set forth in such notice were the date originally set as the expiration date of this Prime Lease and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Prime Lease. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which Sun State's use of the Site is impaired.

**16. Right of First Refusal; Sale of Property.**

(a) During the Term, prior to selling the Site or any portion of or interest in the Site, including but not limited to a leasehold interest or easement, or otherwise transfer Landlord's interest in Rent, and prior to assigning the Rent or any portion of Rent to a third party, Landlord shall notify Sun State Towers in writing of the sale price and terms offered by a third party (the "*Offer*"), together with a copy of the Offer. Sun State Towers will have the right of first refusal to purchase the real property interest in the Site or Rent or portion of Rent being sold by Landlord to such third party on the same financial terms of the Offer. Sun State Towers will exercise its right of first refusal within sixty (60) days of receipt of Landlord's notice and if Sun State Towers does not provide notice within sixty (60) days, Sun State Towers will be deemed to have not exercised its right of first refusal. If Sun State Towers does not exercise its right of first refusal, paragraph 16(b) of this Prime Lease will control the terms of the sale.

(b) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Prime Lease; and (ii) if the sale does not include the assignment of Landlord's full interest in this Prime Lease the purchaser must agree to perform, without requiring compensation from Sun State, any obligation of the Landlord under this Prime Lease, including Landlord's obligation to cooperate with Sun State as provided hereunder, which obligation Landlord would no longer have the legal right or ability to perform following the sale without requiring compensation from Sun State to be paid to such purchaser.

**17. Assignment.**

(a) Any sublease, license or assignment of this Prime Lease that is entered into by Landlord or Sun State Towers is subject to the provisions of this Prime Lease.

(b) Landlord may assign this Prime Lease in its entirety to any third party in conjunction with a sale of the Property in accordance with paragraph 16 of this Prime Lease. Landlord will not otherwise assign less than Landlord's full interest in this Prime Lease without the prior written consent of Sun State Towers.

(c) Sun State Towers may assign this Prime Lease without prior notice to or the consent of Landlord. Upon assignment, Sun State Towers shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Prime Lease and all obligations hereunder.

(d) Sun State Towers may mortgage or grant a security interest in this Prime Lease and the Tower Facilities, and may assign this Prime Lease and the Tower Facilities to any such mortgagees or holders of security interests including their successors and assigns (collectively, "*Secured Parties*"). If requested by Sun State Towers, Landlord will execute such consent to such financing as may reasonably be required by Secured Parties. In addition, if requested by Sun State Towers, Landlord

Site Name: Henley  
Site Number: AZ11-173

agrees to notify Sun State Towers and Sun State Towers Secured Parties simultaneously of any default by Sun State Towers and to give Secured Parties the same right to cure any default as Sun State Towers. If a termination, disaffirmance or rejection of the Prime Lease by Sun State Towers pursuant to any laws (including any bankruptcy or insolvency laws) occurs, or if Landlord will terminate this Prime Lease for any reason, Landlord will give to Secured Parties prompt notice thereof and Secured Parties will have the right to enter upon the Compound during a 30-day period commencing upon Secured Parties' receipt of such notice for the purpose of removing any Tower Facilities. Landlord acknowledges that Secured Parties are third-party beneficiaries of this Prime Lease.

**18. Condemnation.** In the event of any condemnation of all or any portion of the Property, and as a result of such condemnation, Sun State Towers, in Sun State Towers' sole discretion, is unable to use the Site for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt Sun State Towers' operations at the Site for more than forty-five (45) days, Sun State Towers may, at Sun State Towers' option, to be exercised in writing within fifteen (15) days after Landlord shall have given Sun State Towers written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession), terminate this Prime Lease effective as of the date the condemning authority takes such possession. Sun State Towers shall be entitled to and shall receive and retain that part of the award or price paid by the condemning authority which is attributable to the improvements, fixtures, conduits, antennas, equipment; and all other things of Sun State Towers situated on the Site or the Property which cannot be removed, as well as Sun State Towers' relocation costs, damages and losses, and the loss of its leasehold interest (collectively, "**Losses**"). In addition, Sun State Towers may on its own behalf make a claim for its Losses in any condemnation proceeding involving the Site. Any such notice of termination shall cause this Prime Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Prime Lease and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to each other under this Prime Lease. If Sun State Towers does not terminate this Prime Lease in accordance with the foregoing, this Prime Lease shall remain in full force and effect as to the portion of the Site remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Site taken bears to the total rentable area of the Site. In the event that this Prime Lease is not terminated by reason of such condemnation, Landlord shall promptly repair any damage to the Site caused by such condemning authority. In the event this Prime Lease is not terminated, Sun State Towers shall also be entitled to an award for its Losses.

**19. Insurance.**

(a) Sun State Towers will purchase and maintain in full force and effect throughout the Option Period and the Term such general liability and property damage policies as Sun State Towers may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of \$1,000,000.00.

(b) Landlord will purchase and maintain in full force and effect throughout the Option Period and the Term such general liability and property damage policies as Landlord may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of \$1,000,000.00.

Site Name: Henley  
Site Number: AZ11-173

**20. Waiver of Damages.**

(a) In the event that Sun State Towers does not exercise its Option: (i) Landlord's sole compensation and damages will be fixed and liquidated to the sums paid by Sun State Towers to Landlord as consideration for the Option; and (ii) Landlord expressly waives any other remedies it may have for a breach of this Prime Lease including specific performance and damages for breach of contract.

(b) Neither Landlord nor Sun State will be responsible or liable to the other Party for any loss or damage arising from any claim to the extent attributable to any acts of omissions of other licensees or tower users occupying the Tower Facilities or vandalism or for any structural or power failures or destruction or damage to the Tower Facilities except to the extent caused by the negligence or willful misconduct of such Party.

(c) EXCEPT WITH RESPECT TO INDEMNIFICATION OF THIRD PARTY CLAIMS UNDER THIS PRIME LEASE OR A VIOLATION OF LAW, IN NO EVENT SHALL EITHER LANDLORD OR SUN STATE BE LIABLE TO THE OTHER, THE OTHER'S EMPLOYEES, SUBCONTRACTORS, AND/OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, RELIANCE, PUNITIVE/EXEMPLARY OR TREBLE DAMAGES, LOSS OF FINANCING, LOSS OF REVENUE, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR LOST PROFITS, OR INTERRUPTION OR LOSS OF USE OF SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, AND WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS PRIME LEASE INCLUDING ANY SUPPLEMENT HEREUNDER OR THE PERFORMANCE OR BREACH HEREOF OR THEREOF.

**21. Confidentiality.** Notwithstanding anything to the contrary contained in this Prime Lease, Landlord agrees and acknowledges that all of the terms of this Prime Lease and any information furnished to Landlord by Sun State Towers in connection therewith are confidential. Landlord shall not disclose any such terms or information without Sun State Tower's prior written consent, except (i) to Landlord's attorney, accountant, lender and/or a prospective fee simple purchaser of Landlord's Property, provided that such party agrees to adhere to the terms and provisions of this section, or (ii) as otherwise required by law. The terms and provisions of this section shall survive the execution and delivery of this Prime Lease.

**22. Subordination Agreements.**

(a) If the Site is encumbered by a mortgage or deed of trust, within thirty (30) days of receipt of a written request from Sun State Towers, Landlord agrees to execute and obtain the execution by its lender of a non-disturbance and attornment agreement in the form provided by Sun State Towers, to the effect that Sun State and Sun State's sublessees and licensees will not be disturbed in their occupancy and use of the Site by any foreclosure or to provide information regarding the mortgage to Sun State Towers.

(b) Should a subordination, non-disturbance and attornment agreement be requested by Landlord or a lender working with Landlord on a loan to be secured by the Property and entered into

Site Name: Henley  
Site Number: AZ11-173

subsequent to the Execution Date, Sun State Towers will use good faith efforts to provide Landlord or Landlord's lender with Sun State Towers form subordination, non-disturbance and attornment agreement executed by Sun State Towers within thirty (30) days of such request.

**23. Recording.** Landlord agrees to execute a Memorandum of this Prime Lease which Sun State Towers may record with the appropriate officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term of rent payments.

**24. Notices.** All notices or demands by or from Sun State Towers to Landlord, or Landlord to Sun State Towers, required under this Prime Lease will be in writing and sent (United States mail postage pre-paid, certified with return receipt requested or by reputable national overnight carrier service, transmit prepaid) to the other Party at the addresses set forth in paragraph 1 of this Prime Lease or to such other addresses as the parties may, from time to time, designate consistent with this paragraph 24, with such new notice address being effective thirty (30) days after receipt by the other Party. Notices will be deemed to have been given upon either receipt or rejection.

**25. Further Acts.**

(a) Within fifteen (15) days after receipt of a written request from Sun State Towers, Landlord will execute any document necessary or useful to protect Sun State's rights under this Prime Lease or to facilitate the Intended Use including documents related to title, zoning and other Approvals, and will otherwise cooperate with Sun State in its exercise of its rights under this Prime Lease.

(b) In the event that Landlord fails to execute any such document(s), as required by paragraph 25(a) above, within fifteen (15) days following receipt of a written request from Sun State Towers, such document(s) will be deemed consented to and approved by Landlord, and, in addition to any and all rights and remedies set forth in this Prime Lease, Sun State shall additionally have the right to pursue any and all rights and remedies that it may have at law or in equity.

**26. Memorandum of Lease.** Simultaneously with the execution of this Prime Lease, the parties will enter into the Memorandum of Lease attached to this Prime Lease as Exhibit C which Sun State Towers may record in the public records of the county of the Property. Landlord acknowledges and agrees that after Landlord signs the Memorandum of Lease but before Sun State Towers records the Memorandum of Lease, Sun State Towers may add both: (a) a reference to the recording granting Landlord its interest in the Property; (b) a legal description of the Property as Exhibit A to the Memorandum of Lease, and (c) a legal description of the Site as Exhibit B to the Memorandum of Lease. Landlord agrees to execute and return to Sun State Towers a recordable amendment to the Memorandum of Lease in form supplied by Sun State Towers if: (i) the information included in the Memorandum of Lease changes, or (ii) if it becomes clear that such information is incorrect or incomplete or if this Prime Lease is otherwise amended.

**27. Miscellaneous.**

(a) This Prime Lease runs with the Property and is binding upon and will inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

(b) Sun State Towers may, at Sun State Towers' sole cost and expense, procure an abstract of title, a commitment to issue a policy of title insurance, or an owner's policy of title insurance with

Site Name: Henley  
Site Number: AZ11-173

respect to Sun State Towers' leasehold interest in the Property (collectively "*Title Coverage*"). Landlord agrees to furnish to Sun State Towers, within ten (10) days after request, such customary title affidavits and other documentation as reasonably requested or required by the title company in connection with Sun State Towers' Title Coverage.

(c) Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

(d) The substantially prevailing Party in any litigation arising hereunder is entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(e) Each Party agrees to furnish to the other, within thirty (30) days after request, such estoppel information as the other may reasonably request.

(f) This Prime Lease constitutes the entire agreement and understanding of Landlord and Sun State Towers with respect to the subject matter of this Prime Lease, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not stated in this Prime Lease. Any amendments to this Prime Lease must be in writing and executed and delivered by Landlord and Sun State Towers.

(g) If either Landlord or Sun State Towers is represented by a real estate broker in this transaction, that Party is fully responsible for any fees due such broker and will hold the other Party harmless from any claims for commission by such broker.

(h) The Prime Lease will be construed in accordance with the laws of the state in which the Site is situated.

(i) Landlord recognizes that this Prime Lease is a lease of real property under which Sun State, in addition to all rights and privileges it receives herein, is entitled to all rights and protections under 11 U.S.C. § 365(h), as amended from time to time.

(j) If any term of the Prime Lease is found to be void or invalid, the remainder of this Prime Lease will continue in full force and effect.

(k) With respect to Sun State Towers' acquisition of Title Coverage, Landlord will cooperate by promptly executing any documentation required by the title insurance company.

(l) This Prime Lease may be executed in two (2) or more counterparts, all of which are considered one and the same agreement and become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

(m) Landlord will not, during the Option Period or the Term, enter into any other lease, license, or other agreement for the same or similar purpose as the Intended Use, on or adjacent to the Property.

Site Name: Henley  
Site Number: AZ11-173

(n) Failure or delay on the part of either Party to exercise any right, power or privilege hereunder will not operate as a waiver thereof and waiver of breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach.

(o) The parties agree that irreparable damage would occur if any of the provisions of this Prime Lease were not performed in accordance with their specified terms or were otherwise breached. Therefore, the parties agree the parties will be entitled to an injunction(s) in any court in the state in which the Site is located to prevent breaches of the provisions of this Prime Lease and to enforce specifically the terms and provisions of the Prime Lease, this being in addition to any other remedy to which the parties are entitled at law or in equity.

(p) Each Party executing this Prime Lease acknowledges that it has full power and authority to do so and that the person executing on its behalf has the authority to bind the Party.

(q) The parties agree that a scanned or electronically reproduced copy or image of this Prime Lease will be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence hereof notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Prime Lease and without the requirement that the unavailability of such original, executed counterpart of this Prime Lease first be proven.

[SIGNATURES APPEAR ON NEXT PAGE]

Site Name: Henley  
Site Number: AZ11-173

IN WITNESS WHEREOF, Landlord and Sun State Towers have each executed this Prime Lease as of the respective dates written below.

**LANDLORD:**

**SJJ LAND AND CATTLE CO., LLC**, an Arizona limited liability company

By: SJJ LAND and Cattle Co LLC  
Name: [Signature]  
Title: Member  
Date: July 17, 2024

STATE OF Az

COUNTY OF Navajo

Before me, Lorraine Lucero Gonzales, the undersigned, a Notary Public for the State, personally appeared Gene E Henrick, who is the \_\_\_\_\_ of SJJ Land and Cattle Co., LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official stamp or seal, this 17 day of July, 2024.

[Affix Notary Seal]

Lorraine Lucero Gonzales  
Notary Public  
My commission expires:  
10-1-2026





Site Name: Henley  
Site Number: AZ11-173

**SUN STATE TOWERS:**

**SUN STATE TOWERS IV, LLC,**  
a Delaware limited liability company

By: 

Name: Chad A. Ward

Title: CEO

Date: 7/13/24

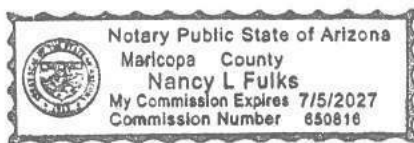
STATE OF ARIZONA

COUNTY OF MARICOPA

Before me, NANCY L. FULKS the undersigned, a Notary Public for the State, personally appeared Chad A. Ward, who is the CEO of SUN STATE TOWERS IV, LLC, a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official stamp or seal, this 18<sup>th</sup> day of JULY, 2024.

[Affix Notary Seal]



  
Notary Public

My commission expires:

July 5, 2027

Site Name: Henley  
Site Number: AZ11-173

### **EXHIBITS**

The following exhibits are attached to this Prime Lease and incorporated into this Prime Lease:

- Exhibit A Description of Property
- Exhibit B Description of Site
- Exhibit C Memorandum of Lease
- Exhibit D Site Plan

Site Name: Henley  
Site Number: AZ11-173

**EXHIBIT A**  
**DESCRIPTION OF PROPERTY**

LANDLORD PROPERTY LEGAL DESCRIPTION:

An interest in land, said interest being over a portion of the following described parent parcel:

Section 7, Township 19 North, Range 16 East of the Gila and Salt River Meridian, Navajo County, Arizona;

EXCEPTING therefrom that portion conveyed to Navajo County, Arizona, in instrument recorded in Docket 534, page 70, described as follows:

That portion of Lot 4, Section 7, Township 19 North, Range 16 East of the Gila and Salt River Meridian, Navajo County, Arizona, described as follows:

BEGINNING at the Southwest corner of Section 7;  
thence North 0°51'20" West along the West line thereof, a distance of 772.33 feet;  
thence North 89°28'46" East, a distance of 157.57 feet;  
thence South 0°31'14" East, a distance of 744.40 feet;  
thence South 56°43'39" East a distance of 48.36 feet to the South line of said Section 7;  
thence South 89°10'40" West along said South line, a distance of 193.25 feet to the Point of Beginning; and

EXCEPT Lots 1 through 47 inclusive, COTTONWOOD RANCH, according to the Plat thereof recorded in Book 14 of Plats, pages 16 and 17, Navajo County, Arizona.

EXCEPT all oil, gas and gaseous substances (whether hydrocarbon or otherwise and including without limitation geo-thermal steam) and all minerals of every kind underlying or appurtenant to said land as reserved in Deed recorded in Docket 575, page 138 and in Docket 626, page 5, records of Navajo County, Arizona.

AND BEING the same property conveyed to SJJ Land and Cattle Co. L.L.C., an Arizona Limited Liability Company from Hatch Family Limited Partnership, an Arizona limited partnership by Special Warranty Deed dated January 30, 2007 and recorded February 12, 2007 in Instrument No. 2007-04015.

Site Name: Henley  
Site Number: AZ11-173

**EXHIBIT B**

DESCRIPTION OF SITE

SUN STATE TOWERS LEASE AREA LEGAL DESCRIPTION:

TO BE ADDED VIA AMENDMENT LATER

Site Name: Henley  
Site Number: AZ11-173

**EXHIBIT B CON'T**

DESCRIPTION OF SITE

SUN STATE TOWERS ACCESS / UTILITY EASEMENT LEGAL DESCRIPTION:

TO BE ADDED VIA AMENDMENT LATER

Site Name: Henley  
Site Number: AZ11-173

**EXHIBIT B CON'T**

DESCRIPTION OF SITE

SUN STATE TOWERS UTILITY EASEMENT LEGAL DESCRIPTION:

TO BE ADDED VIA AMENDMENT LATER

Site Name: Henley  
Site Number: AZ11-173

**EXHIBIT C**

MEMORANDUM OF LEASE

*[see following pages]*

Prepared by and Return To:  
Sun State Towers IV, LLC  
1426 North Marvin Street #101  
Gilbert, AZ 85233  
Site # AZ11-173  
Site Name: Henley  
Tax Parcel No.: 103-22-027

### Memorandum of Lease Agreement

**THIS MEMORANDUM OF LEASE AGREEMENT** ("*Memorandum*") is executed this 18<sup>th</sup> day of JULY, 2024, by and between SJJ LAND AND CATTLE CO., LLC an Arizona limited liability company, with a mailing address of 1433 French Road, Winslow, AZ 86047 ("*Landlord*") and SUN STATE TOWERS IV, LLC, a Delaware limited liability company, with a mailing address of 1426 North Marvin Street #101, Gilbert, AZ 85233 ("*Sun State Towers*") and evidences that on the 18<sup>th</sup> day of JULY, 2024, a Lease Agreement ("*Agreement*") was entered into by and between Landlord and Sun State Towers.

1. **Option.** The initial term of the Option is twelve (12) months from the date of the Agreement. This Option can be extended by Sun State Towers for one (1) additional period of twelve (12) months and for such other periods as the Landlord and Sun State Towers mutually agree.

2. **Property.** Landlord owns certain real property described in Exhibit A ("*Property*"). Subject to the terms of the Agreement, Landlord has granted to Sun State Towers an option to lease a portion of the Property ("*Compound*") and to acquire certain easements for ingress, egress and utilities for the benefit of Sun State Towers and Sun State Towers' sublessees and invitees ("*Easements*" and collectively with the Compound, the "*Site*", as shown on Exhibit B), a license to use certain other portions of the Property and a right of first refusal to purchase the Site and/or the Property.

3. **Lease.** Should Sun State Towers exercise its Option, the Agreement will constitute a lease of the Site. The initial term of the lease will be for ten (10) years commencing upon the date Sun State Towers specifies in a written notice to Landlord. The Agreement will automatically renew for four (4) additional periods of ten (10) years each, unless Sun State Towers notifies Landlord of its decision not to renew the Agreement.



4. **Notices.** All notices, requests, demands, and other communications to Landlord or Sun State Towers will be made at the following addresses:

**Landlord:** SJJ Land and Cattle Co., LLC  
1433 French Road  
Winslow, AZ 86047

**Sun State Towers:** Sun State Towers IV, LLC  
1426 North Marvin Street #101  
Gilbert, AZ 85233  
Attn: Land Management

5. **Construction of Memorandum.** This Memorandum is not a complete summary of the terms and conditions contained in the Agreement. Provisions in the Memorandum will not be used in interpreting the Agreement provisions. In the event of a conflict between this Memorandum and the Agreement, the Agreement will control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set forth above.

**LANDLORD:**

**SJJ LAND AND CATTLE CO., LLC** an Arizona limited liability company

By: SJJ LAND and CATTLE CO LLC

Name: [Signature]

Title: Member

Date: July 17, 2024

STATE OF AZ

COUNTY OF Navajo

Before me, Lorraine Lucero Gonzalez the undersigned, a Notary Public for the State, personally appeared Scott E Hamrick, who is the Member of SJJ Land and Cattle Co., LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official stamp or seal, this 17 day of July, 2024.

[Affix Notary Seal]

Lorraine Lucero Gonzalez

Notary Public

My commission expires:

10-1-2026



**SUN STATE TOWERS:**

SUN STATE TOWERS IV, LLC,  
a Delaware limited liability company

By: 

Name: Chad A. Ward

Title: CEO

Date: 7/18/24

STATE OF ARIZONA

COUNTY OF MARICOPA

Before me, NANCY L. FULKS the undersigned, a Notary Public for the State, personally appeared Chad A. Ward, who is the CEO of SUN STATE TOWERS IV, LLC, a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official stamp or seal, this 18<sup>th</sup> day of JULY, 2024.

[Affix Notary Seal]



  
Notary Public

My commission expires:

July 5, 2027

**EXHIBIT A**  
**DESCRIPTION OF PROPERTY**

An interest in land, said interest being over a portion of the following described parent parcel:

Section 7, Township 19 North, Range 16 East of the Gila and Salt River Meridian, Navajo County, Arizona:

EXCEPTING therefrom that portion conveyed to Navajo County, Arizona, in instrument recorded in Docket 534, page 70, described as follows:

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BEGINNING at the Southwest corner of Section 7;  
thence North 0°51'20" West along the West line thereof, a distance of 772.33 feet;  
thence North 89°28'46" East, a distance of 157.57 feet;  
thence South 0°31'14" East, a distance of 744.40 feet;  
thence South 56°43'39" East, a distance of 48.36 feet to the South line of said Section 7;  
thence South 89°10'40" West along said South line, a distance of 193.25 feet to the Point of Beginning; and

EXCEPT Lots 1 through 47 inclusive, COTTONWOOD RANCH, according to the Plat thereof recorded in Book 14 of Plats, pages 16 and 17, Navajo County, Arizona.

EXCEPT all oil, gas and gaseous substances (whether hydrocarbon or otherwise and including without limitation geo-thermal steam) and all minerals of every kind underlying or appurtenant to said land as reserved in Deed recorded in Docket 575, page 138 and in Docket 626, page 5, records of Navajo County, Arizona.

AND BEING the same property conveyed to SJJ Land and Cattle Co. L.L.C., an Arizona Limited Liability Company from Hatch Family Limited Partnership, an Arizona limited partnership by Special Warranty Deed dated January 30, 2007 and recorded February 12, 2007 in Instrument No. 2007-04015.

**EXHIBIT B**

DESCRIPTION OF SITE

SUN STATE TOWERS LEASE AREA LEGAL DESCRIPTION:

TO BE ADDED VIA AMENDMENT LATER

**EXHIBIT B CON'T**  
DESCRIPTION OF SITE

SUN STATE TOWERS ACCESS / UTILITY EASEMENT LEGAL DESCRIPTION:

TO BE ADDED VIA AMENDMENT LATER

**EXHIBIT B CON'T**  
DESCRIPTION OF SITE

SUN STATE TOWERS UTILITY EASEMENT LEGAL DESCRIPTION:

TO BE ADDED VIA AMENDMENT LATER

**EXHIBIT D**

**SITE PLAN**

*[see following pages]*

TO BE ADDED VIA AMENDMENT LATER



2007-04015

Page 1 of 3

Requested By: TRANSNATION TITLE  
NAVAJO COUNTY RECORDER - LAURETTE JUSTMAN  
02-12-2007 04:50 PM Recording Fee \$14.00

**RECORDING REQUESTED BY**  
Transnation Title Insurance Company  
**AND WHEN RECORDED MAIL TO:**  
**SJJ LAND AND CATTLE CO. L.L.C.**  
1433 FRENCH ROAD  
WINSLOW, AZ 86047

ESCROW NO.: 01586886 - 153 - JBB 1/2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### Special Warranty Deed

For the consideration of Ten Dollars, and other valuable considerations, I or we,

**Hatch Family Limited Partnership, an Arizona Limited Partnership**  
do/does hereby convey to

**SJJ Land and Cattle Co. L.L.C., an Arizona Limited Liability Company**

the following real property situated in Navajo County, Arizona:

See Exhibit A attached hereto and made a part hereof.

**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.

And the Grantor hereby binds itself and its successors to warrant and defend the title, against all acts of the Grantor herein, and no other, subject to the matters set forth.

Dated: January 30, 2007

**SELLER:**

Hatch Family Limited Partnership,  
an Arizona Limited Partnership  
by Nothing Nowhere, Inc., an Arizona corporation  
(its general partner)

  
by: Dennis Ryan Hatch, President

NOTICE OF PUBLIC DOCUMENT

Escrow No.: 01586886 - 153 - JBB

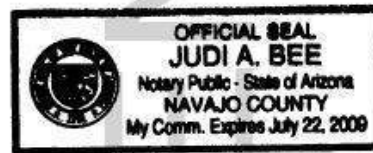
State of Arizona }  
County of Navajo } SS:

On 1-30, 2007 before me personally appeared Dennis Ryan Hatch, the President of Nothing Nowhere, Inc., an Arizona corporation as general partner of Hatch Family Limited Partnership, an Arizona partnership, 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 in his or her authorized capacity (ies)

(Seal)

Commission Expires: 7-22-09

  
Notary Public



UNOFFICIAL DOCUMENT

Exhibit A

Section 7, Township 19 North, Range 16 East of the Gila and Salt River Meridian, Navajo County, Arizona;

EXCEPTING therefrom that portion conveyed to Navajo County, Arizona, in instrument recorded in Docket 534, page 70, described as follows:

That portion of Lot 4, Section 7, Township 19 North, Range 16 East of the Gila and Salt River Meridian, Navajo County, Arizona, described as follows:

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EXCEPT all oil, gas and gaseous substances (whether hydrocarbon or otherwise and including without limitation geo-thermal steam) and all minerals of every kind underlying or appurtenant to said land as reserved in Deed recorded in Docket 575, page 138 and in Docket 626, page 5, records of Navajo County, Arizona.

Pinnacle Consulting Inc.  
 1426 North Marvin Street, Suite 101  
 Gilbert, AZ 85233

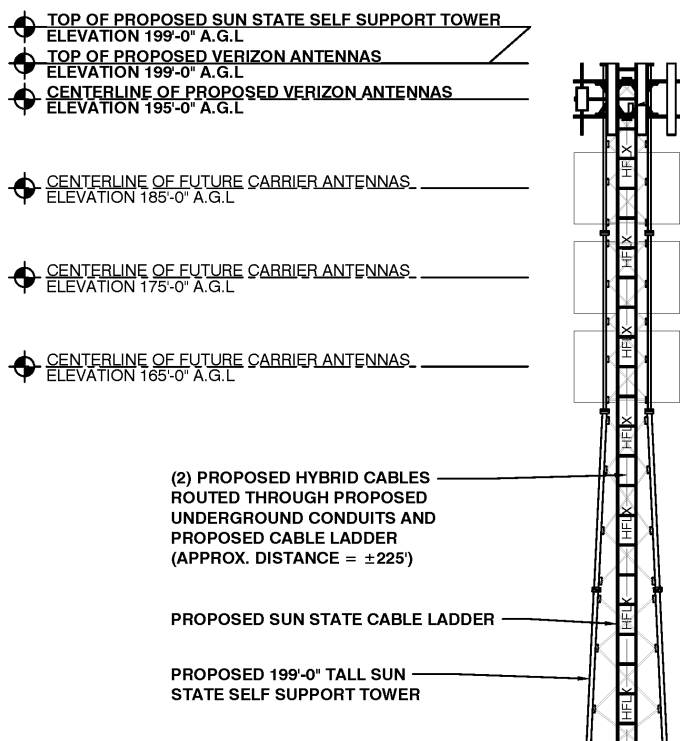
August 16<sup>th</sup>, 2024

Navajo County Planning and Development Services Department  
 100 West Public Works Drive  
 Holbrook, AZ 86025

**RE: Special Use Permit Application for Wireless Facility Project for “AZ11-173 Henley / AZ3 Winslow West 5 Mtn Rd”**

Dear Navajo County Planning & Development Services Department,

Per your new code regarding Wireless Communication Facilities, special use permit applicants shall submit as part of the zoning submittal, *“Certification of whether the applicant is applying for collocation treatment, and how many carriers could be accommodated on the facility with adequate signal coverage”*



This document will serve as our confirmation that this Sun State Towers facility will not only accommodate Verizon Wireless equipment as the anchor carrier at a 195' RAD center, but will also accommodate co-location requests from at least three (3) future carriers at centerlines of 185 feet, 175 feet, and 165 feet, as referenced in the diagram above

Best regards,

Graham Chapman, Site Acquisition Specialist  
 480-664-9588 ext. 255

Project AZ11-173 Henley / AZ3 Winslow West

Evidence of Community Meeting prior to Zoning Submittal

(per TXT-1 22-003, Amendment to Article 25 – Establishment of Rules & Regulations for the Siting of Wireless Communication Facilities)

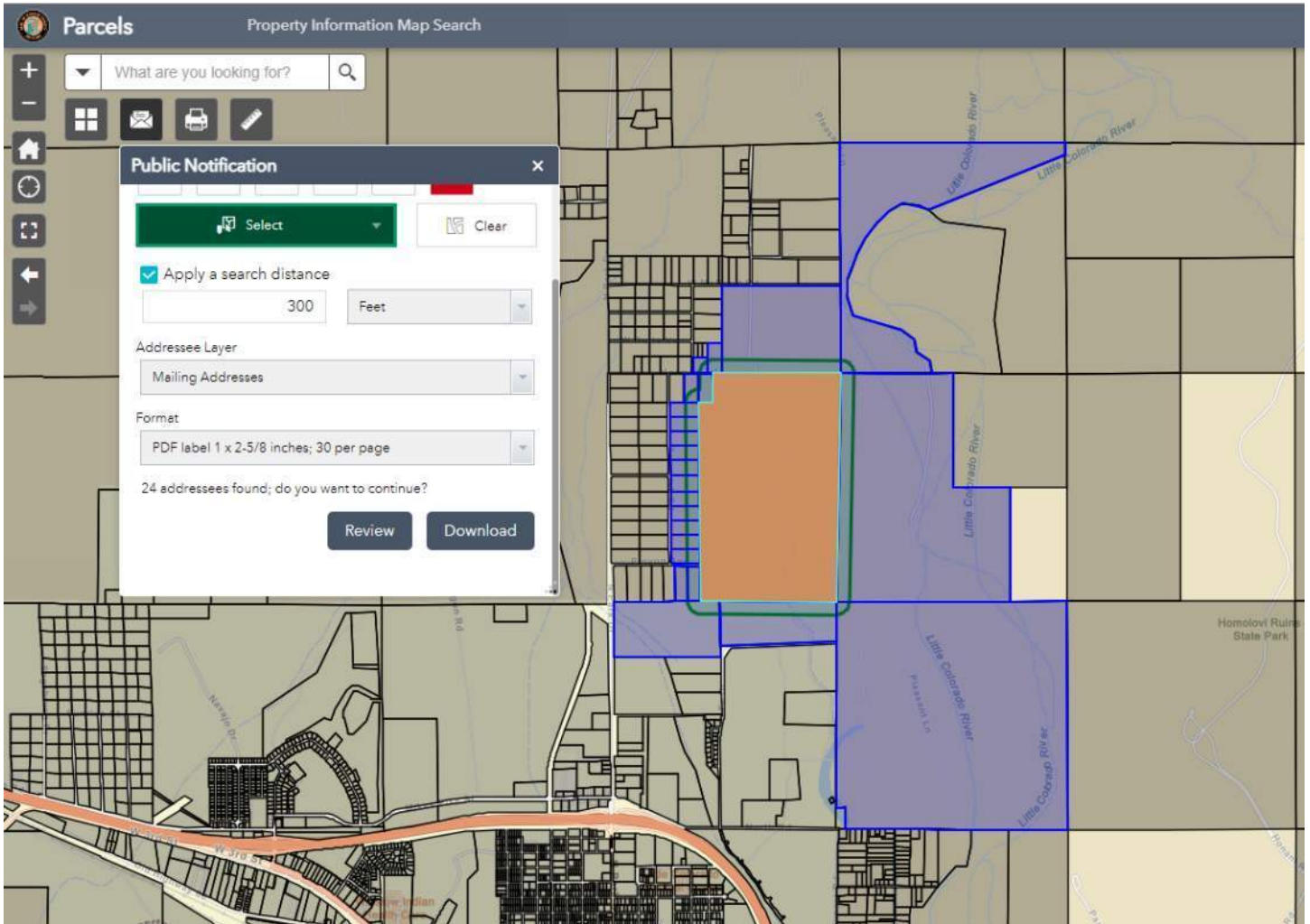
Contents:

- ✓ Buffer Map
- ✓ Generated Mailing List per Buffer Map
- ✓ Mailing Notice that Was Sent Out
- ✓ PowerPoint Presentation
- ✓ Attendance Sheet
- ✓ Minutes

**Graham Chapman**  
**Site Acquisition Specialist II**  
1426 N Marvin St, Suite 101  
Gilbert, AZ 85233  
M: (650) 815-5267  
O: (480) 664-9588 ext. 255  
F: (480) 664-9850  
E: [graham.chapman@pinnacleco.net](mailto:graham.chapman@pinnacleco.net)



# Buffer Map



## Generated Mailing List (per Buffer Map)

Excel 300' AoN -103-22-027.csv [Open in Excel](#) [Download](#) [Save to OneDrive](#)

File **Home** Insert Share Page Layout Formulas Data Review View Automate Help Draw

Font settings: 12, Bold, Italic, Underline, Paragraph, Styles, Language, Currency

Formulas: Wrap, Merge

Cell: A1

	A	B	C	D
1	APN:	Name:	Address:	City/State/Zip:
2	103-24-020F	Burbank Danny I & Lita (Jt)	P.O. Box 371	Kykotsmovi, AZ 86039-0371
3	103-22-006 & 021	Chevelon Butte Limited Partnership	P.O. Box Ax	Winslow, AZ 860471547
4	103-22-013	H & M Enterprises Inc	P.O. Box 591	Tempe, AZ 85280-0591
5	103-57-019, 020, 021, 022, 023, 024, 025, 026, 027, 028, 029, 030, 031, 032, & 033	Hatch Family Limited Partnership	1106 N Minnatonka	Winslow, AZ 860479502
6	103-24-020G	Kelly Virginia J	7002 Morman Trl	Winslow, AZ 86047-9601
7	103-23-013	Lucero Leonard A	P.O. Box 368	Holbrook, AZ 860250368
8	103-22-007	Newman Terrance C & Debbie Trustees	5518 N Brinson Ln	Prescott Valley, AZ 863140025
9	103-22-027	Sjj Land And Cattle Co Llc	1433 French Rd	Winslow, AZ 86047-2879
10	103-69-001	Winslow City Of	21 N Williamson Ave	Winslow, AZ 86047-3700
11				
12				
13				
14				
15				



August 6<sup>th</sup>, 2024

RE: Neighborhood meeting for new proposed Wireless Facility (AZ11-173 Henley / AZ3 Winslow W)  
Near the cross streets of Morman Trail and Williamson Ave  
Coordinates: Latitude 35.0673347°, Longitude -110.6892755°

Dear Neighbor,

You are receiving this letter because according to the Navajo County Assessors records, you are a property owner located in the area surrounding a property that will be home to a new Wireless Communication Facility.

This proposed facility is needed to help fill a gap in wireless coverage in the area and will allow for increased access to advanced wireless voice and data service.

Pinnacle Consulting, Inc. will hold a neighborhood meeting online via Zoom on Thursday, August 22nd at 6pm to 7pm, for the purpose of providing information concerning the proposed construction of a new Wireless Communication Facility.

Join Zoom Meeting

<https://zoom.us/j/93607657522?pwd=EUq8O2BFvhNiY0t9VjW947abZE9Yip.1>

Meeting ID: 936 0765 7522

Passcode: 286369

At the meeting I will discuss the proposed Wireless Communication Facility, as well as show photo simulations of the proposed tower, and will be available to answer any questions you may have.

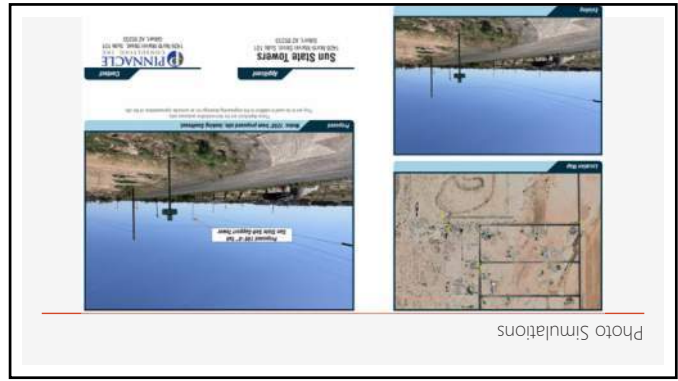
If you have questions concerning this matter but are unable to attend or would like a direct link invite to the zoom meeting, please contact Graham Chapman, Site Acquisition Specialist at [graham.chapman@pinnacleco.net](mailto:graham.chapman@pinnacleco.net) or 480-664-9588 ext. 255.

Sincerely,

**Graham Chapman**  
**Site Acquisition Specialist II**  
1426 N Marvin St, Suite 101  
Gilbert, AZ 85233  
O: (480) 664-9588 ext. 255  
F: (480) 664-9850  
E: [graham.chapman@pinnacleco.net](mailto:graham.chapman@pinnacleco.net)



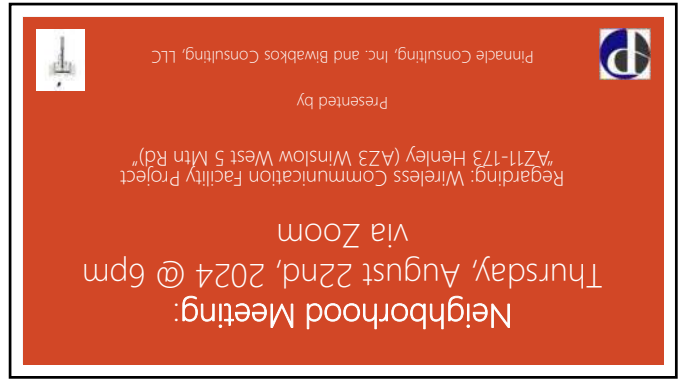
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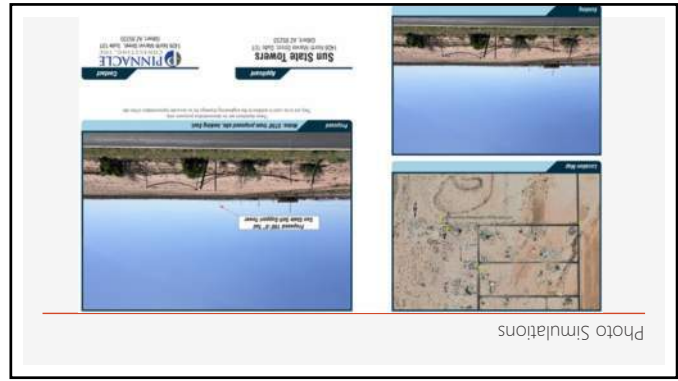
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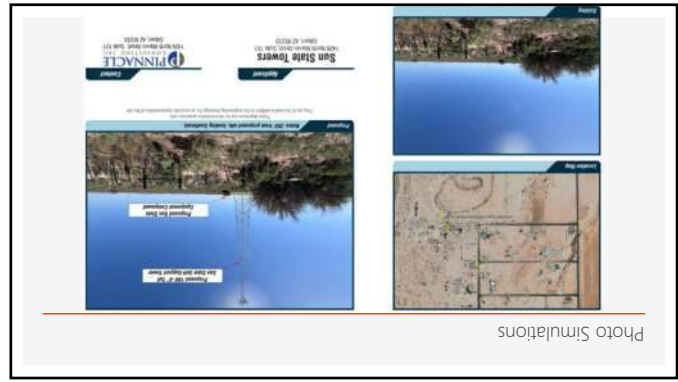
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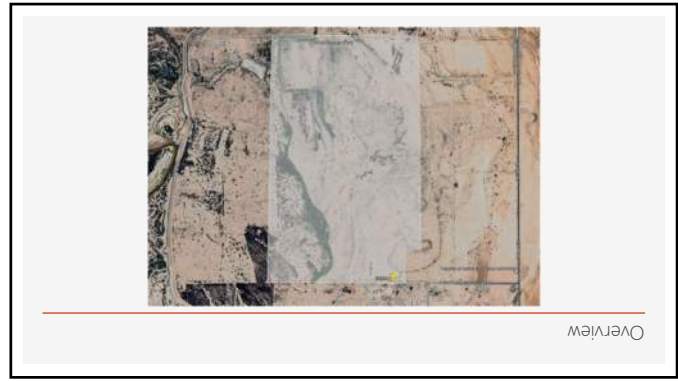
6



4



2



Real Estate Valuation

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From Morning Consult:  
[https://www.verizon.com/about/sites/default/files/2021-05/Homebuyers%20Internet\\_0.pdf](https://www.verizon.com/about/sites/default/files/2021-05/Homebuyers%20Internet_0.pdf)

From the National Association of Realtors:  
<https://magazine.realtor/daily-news/2021/05/14/5g-network-availability-becomes-major-selling-point-for-homes>

7

Why We Chose *This* Location

---

- 1 Deemed necessary due to lack of capacity in the area
- 2 More people are moving to suburban rural areas but are lacking coverage, and there is a lack of availability to co-locate on existing towers/utility poles (Verizon needs equipment at 195' to service community effectively, no local options)
- 3 Specific location chosen as not to impede on local business operations.

8

Health & Safety of Wireless Facilities

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The Federal Communications Commission (FCC) has information about the safety of RF Emissions:  
<http://www.fcc.gov/oet/rfsafety/ef-faqs.html>

The American Cancer Society (ACS) has conducted several studies you can find them here:  
<http://www.cancer.org/cancer/cancercauses/othercarcinogens/athome/cellular-phone-towers>

9

Federal Telecommunications Act of 1996

---

This is a federal law requiring jurisdictions to authorize requests for wireless facilities in a "reasonable period of time"

The jurisdiction (Navajo County) has 150-days to process our application once submitted

If they fail to act within that time-frame, we can file suit for "failure to act" under section 332(c)(7)(B)(v) within 30-days after that limit has been reached

10

Questions/Comments/Concerns?

Thank you for your time, and you can forward all follow up questions or concerns to Graham Chapman at [graham.chapman@pinnacleco.net](mailto:graham.chapman@pinnacleco.net)

11



## Minutes from 8/22/2024 Community Meeting

- Graham Chapman started the meeting promptly at 6pm
- The presentation went until about 6:08pm.
- The only other attendee was David Coolidge, Town Manager for the Town of Winslow. He had no questions or concerns, and was excited to get new infrastructure in that area of Winslow.

Pinnacle Consulting Inc.  
1426 North Marvin Street, Suite 101  
Gilbert, AZ 85233

August 16<sup>th</sup>, 2024

Navajo County Planning and Development Services Department  
100 West Public Works Drive  
Holbrook, AZ 86025

**RE: Special Use Permit Application for Wireless Facility Project for “AZ11-173 Henley / AZ3 Winslow West 5 Mtn Rd”**

Dear Navajo County Planning & Development Services Department,

Per your new code regarding Wireless Communication Facilities, special use permit applicants shall submit as part of the zoning submittal, *“Certification that no Navajo County or municipal owned site, or existing wireless facility reasonably meets the needs of the applicant, listing all such sites within five (5) miles of the proposed site and the reason each is not physically adequate for reasonable commercial coverage, or not economically feasible for location”*



The image above is a search ring of all wireless facility sites within a 5-mile radius of our proposed location. As you can see, there are only 4 other facilities listed in the search ring, but these facilities already have Verizon Wireless equipment on them to serve the needs of the southern, more-developed areas of Winslow. Adding more equipment on those other towers would not adequately address the needs of the rural community to the north we are proposing to place our tower in.

Best regards,

---

Graham Chapman, Site Acquisition Specialist  
480-664-9588 ext. 255

# Site: AZ11-173 Henley / AZ3 Winslow West 5 Mtn Rd

Address: N/A ~ Winslow, AZ 86047

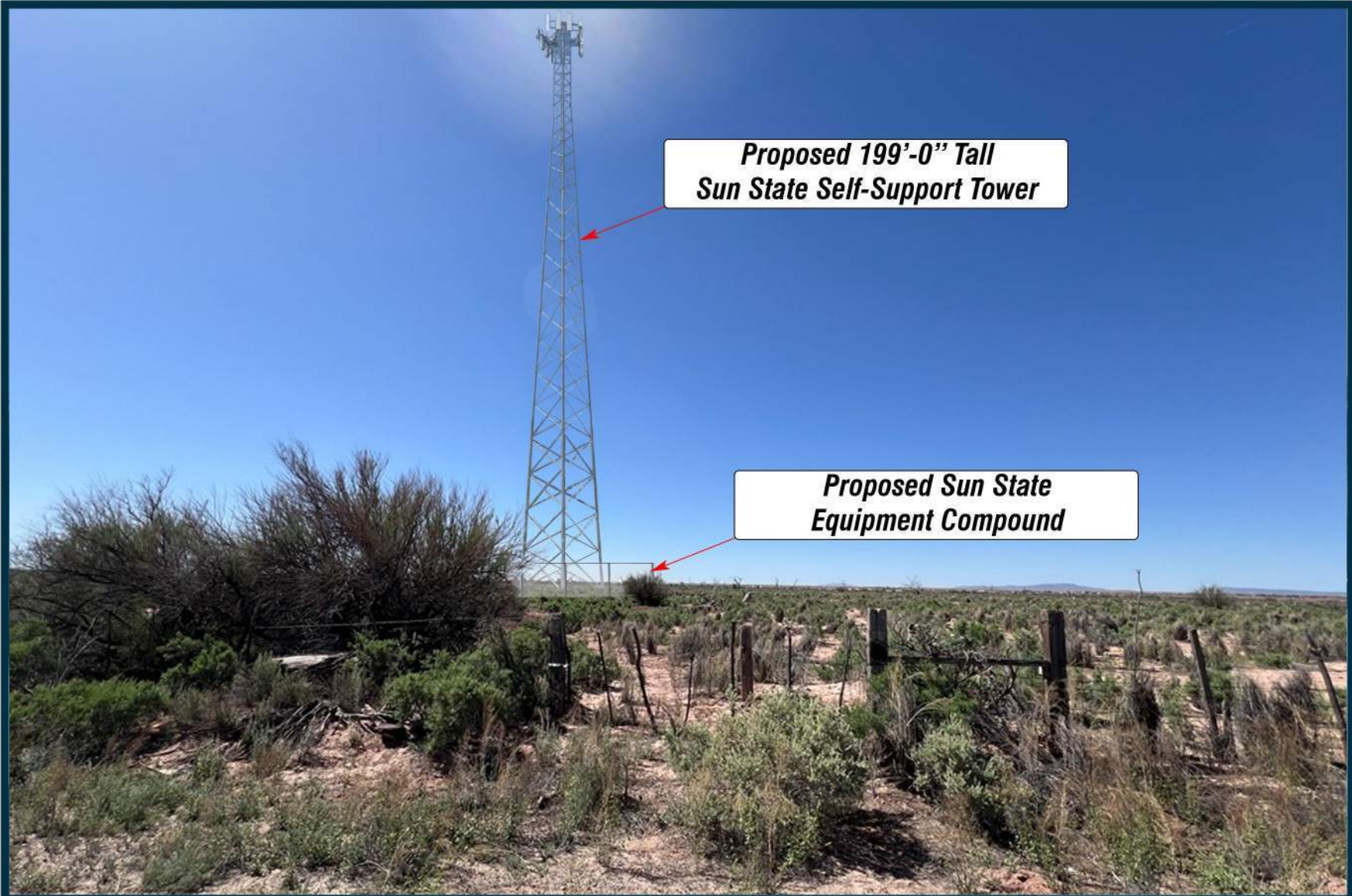


07/11/2024

View 1



Location Map



Proposed

Notes: 265' from proposed site, looking Southeast.

These depictions are for demonstrative purposes only. They are to be used in addition to the engineering drawings for an accurate representation of the site



Existing

Applicant

**Sun State Towers**  
1426 North Marvin Street, Suite 101  
Gilbert, AZ 85233

Contact

**PINNACLE**  
CONSULTING, INC  
1426 North Marvin Street, Suite 101  
Gilbert, AZ 85233

# Site: AZ11-173 Henley / AZ3 Winslow West 5 Mtn Rd

Address: N/A ~ Winslow, AZ 86047



07/11/2024

View 2



Location Map



Proposed 199'-0" Tall Sun State Self-Support Tower

Proposed

Notes: 1250' from proposed site, looking Southeast.

These depictions are for demonstrative purposes only. They are to be used in addition to the engineering drawings for an accurate representation of the site



Existing

Applicant

**Sun State Towers**  
1426 North Marvin Street, Suite 101  
Gilbert, AZ 85233

Contact

**PINNACLE**  
CONSULTING, INC  
1426 North Marvin Street, Suite 101  
Gilbert, AZ 85233

# Site: AZ11-173 Henley / AZ3 Winslow West 5 Mtn Rd

Address: N/A ~ Winslow, AZ 86047



07/11/2024

View 3



Location Map



**Proposed 199'-0" Tall  
Sun State Self-Support Tower**

Proposed

Notes: 2730' from proposed site, looking East.

These depictions are for demonstrative purposes only.  
They are to be used in addition to the engineering drawings for an accurate representation of the site



Existing

**Applicant**

**Sun State Towers**  
1426 North Marvin Street, Suite 101  
Gilbert, AZ 85233

**Contact**



**PINNACLE**  
CONSULTING, INC  
1426 North Marvin Street, Suite 101  
Gilbert, AZ 85233

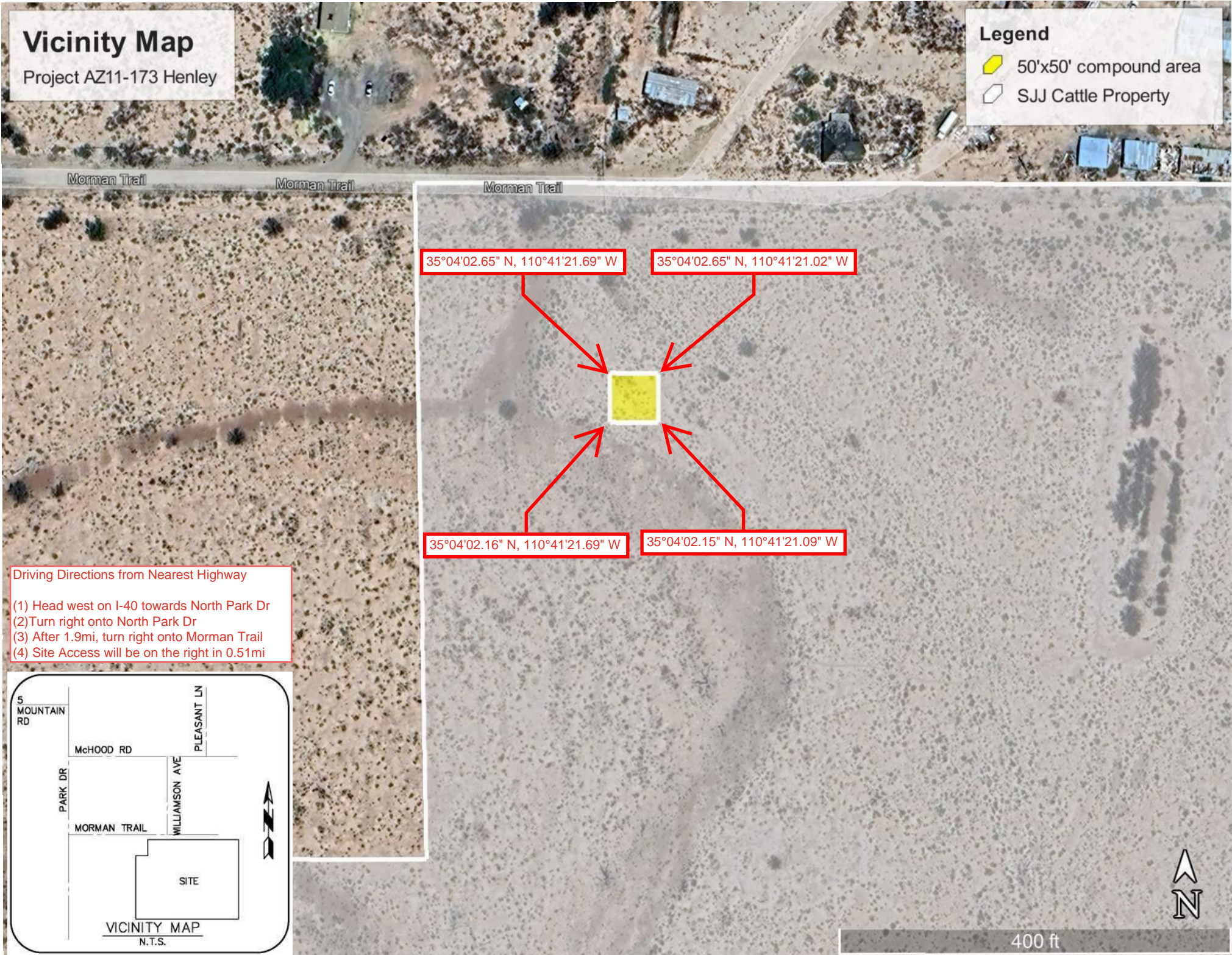


# Vicinity Map

Project AZ11-173 Henley

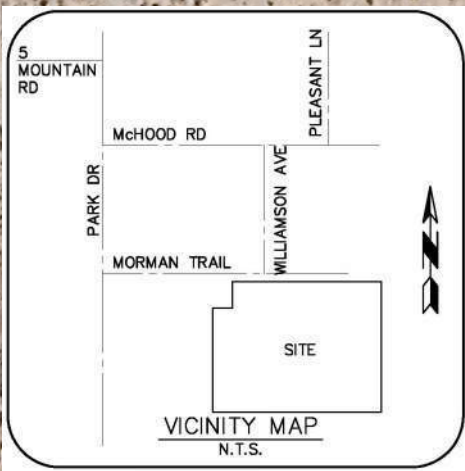
## Legend

-  50'x50' compound area
-  SJJ Cattle Property



### Driving Directions from Nearest Highway

- (1) Head west on I-40 towards North Park Dr
- (2) Turn right onto North Park Dr
- (3) After 1.9mi, turn right onto Morman Trail
- (4) Site Access will be on the right in 0.51mi



400 ft



PLANNING & DEVELOPMENT  
SERVICES

STAFF REPORT

BOARD OF SUPERVISORS

**Hearing Date:** December 10<sup>th</sup>, 2024

**Case No:** SUP 24-009

**Action:** Special Use Permit

**Applicant/Owner:** Pinnacle Consulting, Inc./Gene Hancock

**Project Name:** HENLEY 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 unanimously voted to recommend approval of this Special Use Permit, subject to the conditions of this Staff Report.

**Location:** The property is located north of Winslow, on APN# 103-22-027.

**Size:** One (1) parcel totaling 372.64 acres.

**Supervisor District:** II.

**Zoning:** A-General.

**Property Owners:** Gene Hancock.

**Applicant:** Pinnacle Consulting, Inc.

**Representative:** John Katsiris.

REQUEST DESCRIPTION:

Consideration of a request by Pinnacle Consulting, Inc. for a Special Use Permit to allow for the construction and operation of a 199' self-support lattice wireless telecommunication facility tower and associated facilities, located north of Winslow. **APN#:** 103-22-027, T19N, R16E, S07 of the GSRM. **Owner:** Gene Hancock. **Agent:** John Katsiris.

**GENERAL CHARACTER OF NEIGHBORHOOD:**

The subject property is located north of Winslow. Adjoining this property to the south is the Winslow Wastewater Plant and vacant municipal land. To the west of this property is vacant RU-5 land. To the east of this property is A-General zoned property with two homes.

**BACKGROUND/HISTORY:**

This proposal would allow for one (1) 199' self-support lattice wireless communication tower and associated facilities on a 372.64-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 199' self-support lattice wireless communication tower and its associated facilities. This tower will be located at least 199' away from all property lines on APN# 103-22-027. The tower and all associated equipment will be in a 50'x 50' area, surrounded by an 8' high chain link fence, with associated utility and access easements.

**ZONING DISTRICT:**

**ARTICLE 3 – (A-GENERAL) – GENERAL ZONING DISTRICT**

**Section 301 – Purpose**

The main purpose of this A-General Zone is to provide for all the unincorporated area of the County, except land within the boundary of a reservation and outside the authority of Navajo County not otherwise designated for some other specific zone, to be included in the "A-General Zone", by this Ordinance. No subdividing shall be conducted or approved in the "A-General Zone", without prior re-zoning of the land so intended. Uses permitted in the "A-General Zone", include farm and non-farm residential uses, farms, recreational, institutional, commercial and industrial uses as specifically listed in this Article. Other uses may be permitted as Special Uses under Article 20.

**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 199’ from all property lines, which meets 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 has received zero (0) public comment for the project as of November 25<sup>th</sup>, 2024.

**FINDINGS OF FACT:**

**1. The item has been properly noticed and posted in compliance with Arizona Revised Statutes and Article 29.**

This item is set to be posted in the November 27<sup>th</sup>, 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 A-General 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, as well as the Navajo County Planning and Zoning Commission, recommend approval of the Special Use Permit, subject to the following conditions:

1. This Special Use Permit shall permit 1 (one) self-support lattice wireless communication tower, not to exceed 199 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 self-support lattice tower, as indicated in the supplied plans. The owner of the tower shall maintain the tower and 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<sup>th</sup>) anniversary of the 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  
12-10-2024 9:00 AM

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PLANNING AND ZONING COMMISSION  
AGENDA ITEM

SUP 24-009: HENLEY  
WIRELESS COMMUNICATION  
FACILITY

Consideration of a request by Pinnacle Consulting, Inc. for a Special Use Permit to allow for the construction and operation of a 199' self-support lattice communication tower and associated facilities, located north of Winslow. APN#: 103-22-027, T19N, R16E, S07 of the GSRM. Owner: Gene Hancock. Agent: John Katsiris

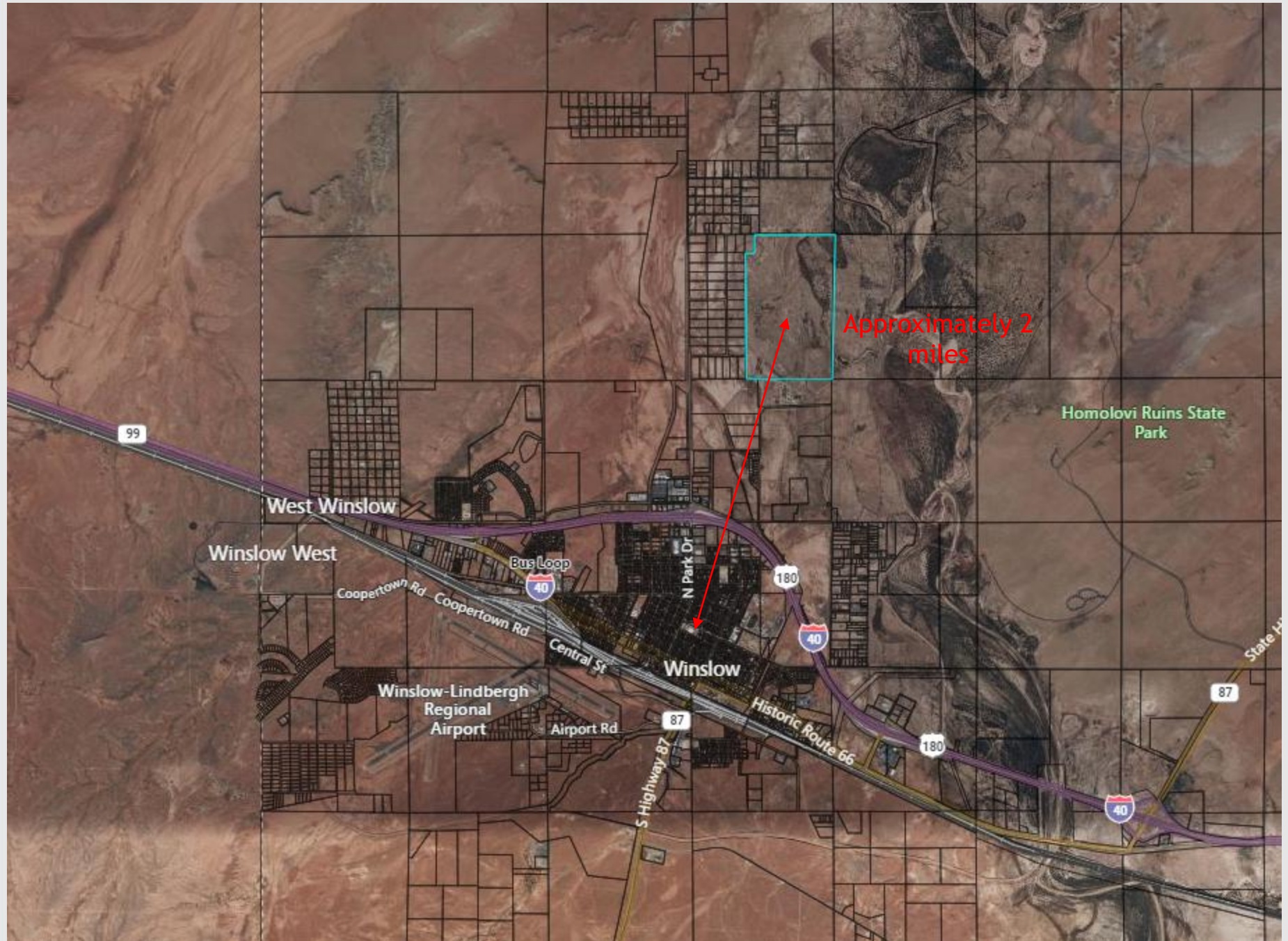
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# PROJECT SUMMARY

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- Area – APN # 103-22-027
- Parcel Size – 372.64 acres
- Zoning: A-General
- Owner: Gene Hancock
- Project Components
  - One 199' self-support lattice communication tower and associated facilities
  - Located at least 199' from all property boundaries
  - Located within 50' x 50' lease area
  - Surrounded by 8' chain link fence

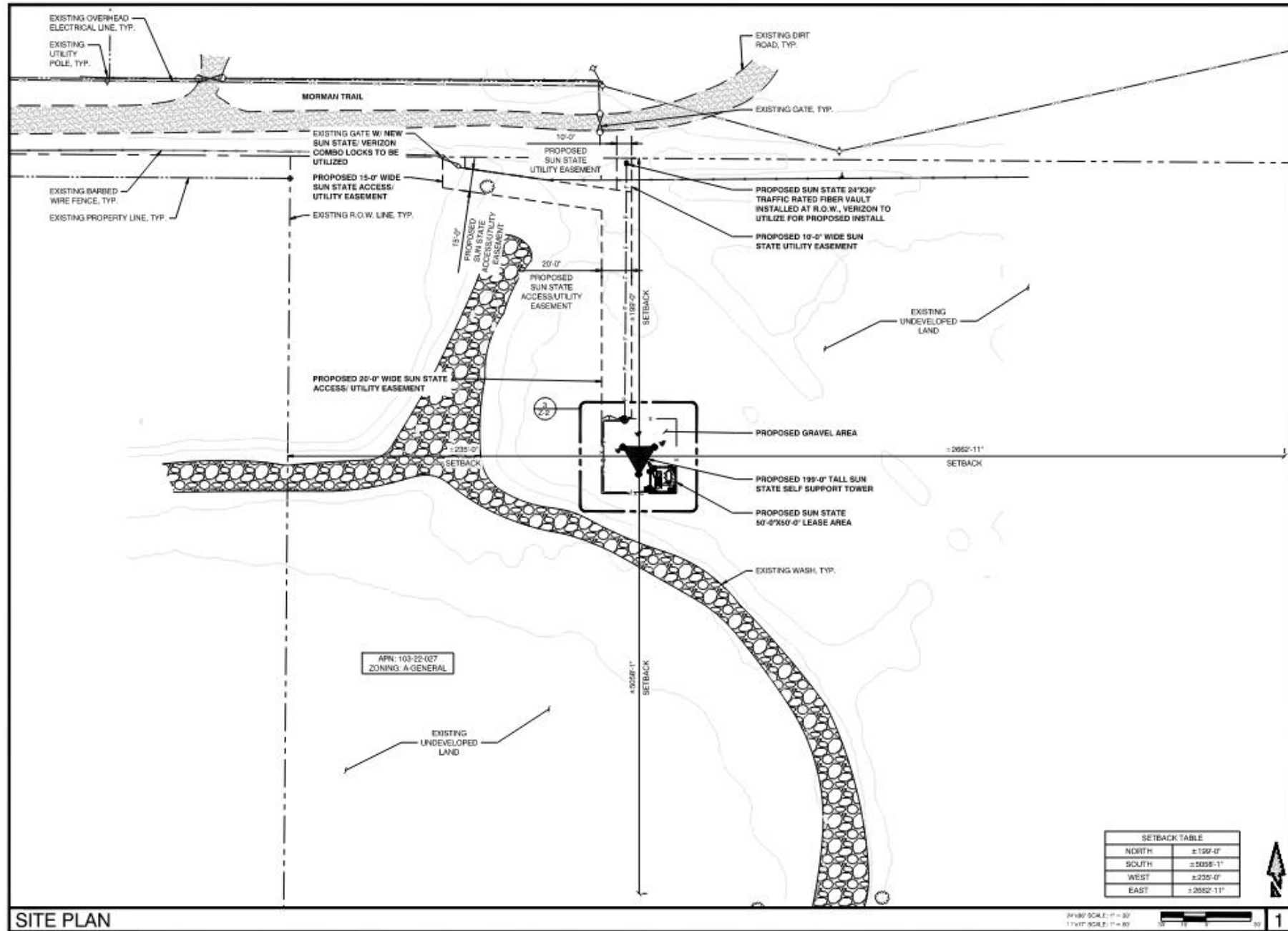
# VICINITY MAP



# AERIAL



# SITE PLAN



SITE PLAN

SETBACK TABLE	
NORTH	± 100'-0"
SOUTH	± 50'-0"
WEST	± 235'-0"
EAST	± 2852'-11"

FINISH SCALE: 1" = 30'  
 1" X 1" SCALE: 1" = 60'



PREPARED FOR: **S 6**  
**SUN STATE TOWERS**  
 1528 NORTH HAVENLY STREET #101  
 GILBERT, AZ 85233  
 PHONE: 480-504-5558 - FAX: 480-504-0859

CARRIER: **verizon**  
 8550 W. MORNINGSIDE, CHANDLER, AZ 85226  
 PHONE: 480-377-4300  
 FAX: 480-377-4380

AEC CONSULTING FIRM & SITE ACQUISITION:  
**PINNACLE CONSULTING INC.**  
 Site Acquisition | Engineering | Construction  
 1528 NORTH HAVENLY STREET #101  
 GILBERT, AZ 85233

PROJECT NO: AZ11-173-HENLEY  
 DRAWN BY: CS  
 CHECKED BY: MT

REV	DATE	DESCRIPTION	BY
0	07/1/24	FINAL DRAWING	CS

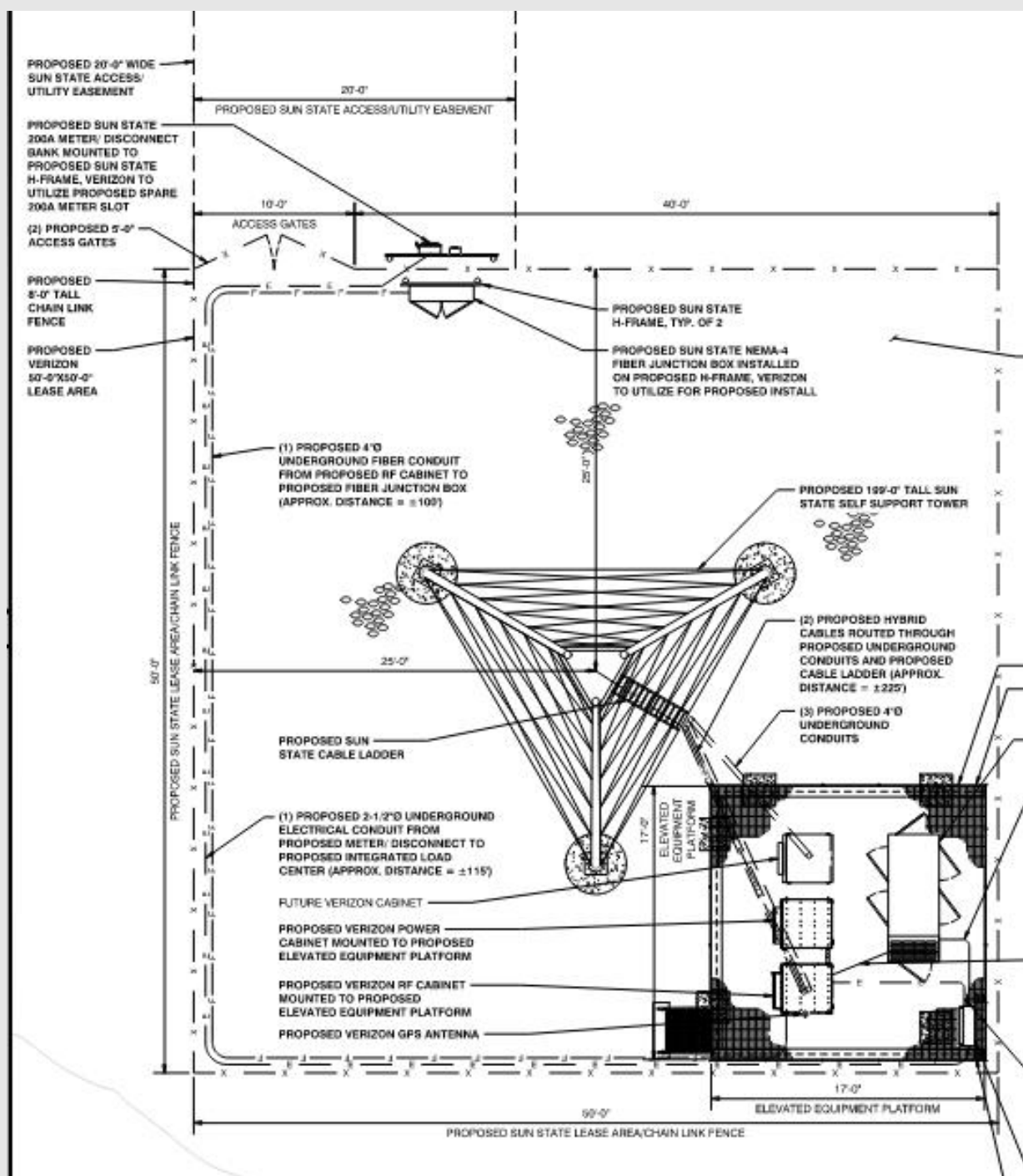
**FINAL FOR ZONING ONLY**

AZ11-173 HENLEY / AZ3 WINSLOW WEST 5 MTN RD  
 N/A  
 WINSLOW, AZ 85177  
 MARICOPA COUNTY

SHEET TITLE: **SITE PLAN**

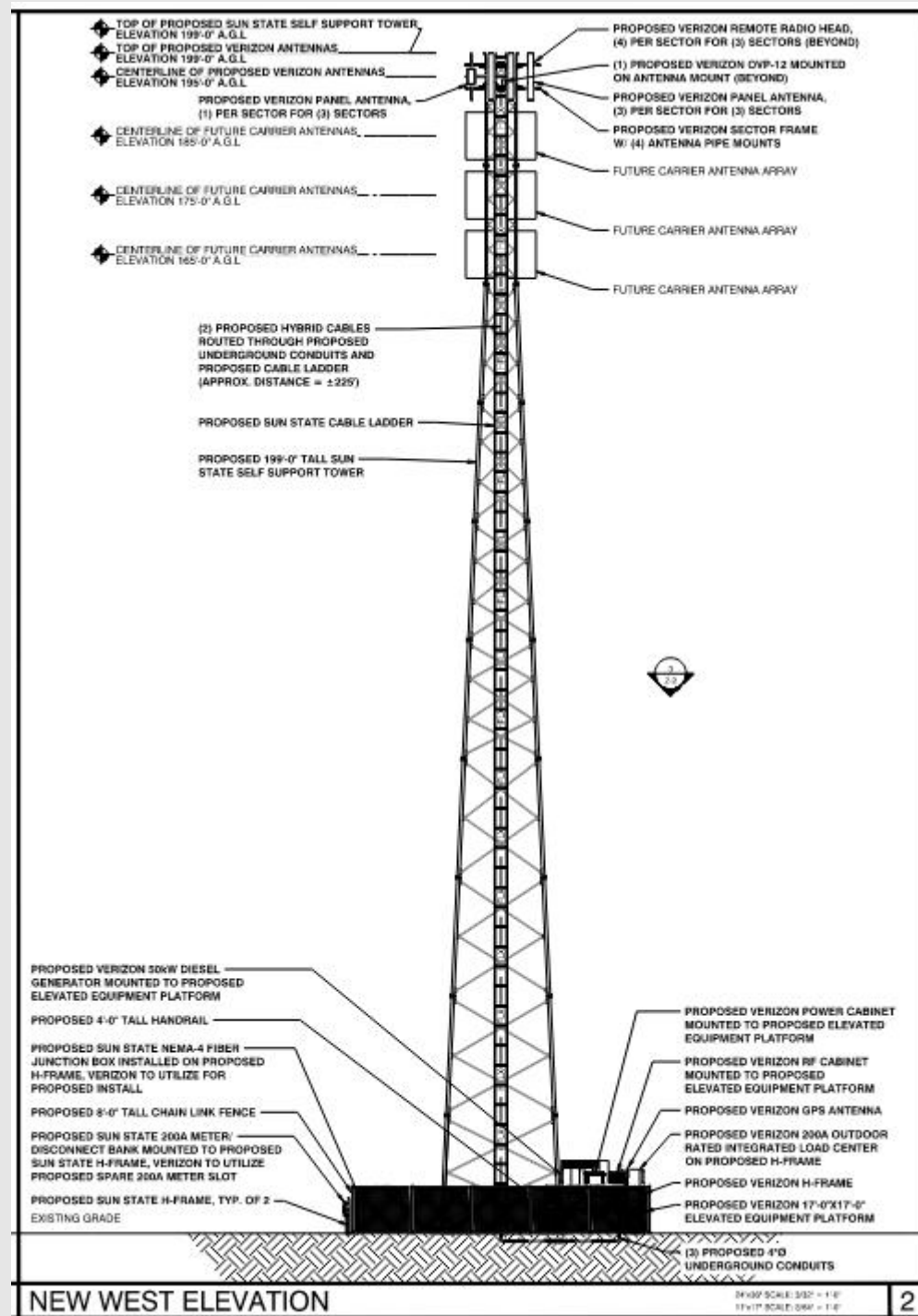
SHEET NUMBER: **Z-1**

# SITE PLAN

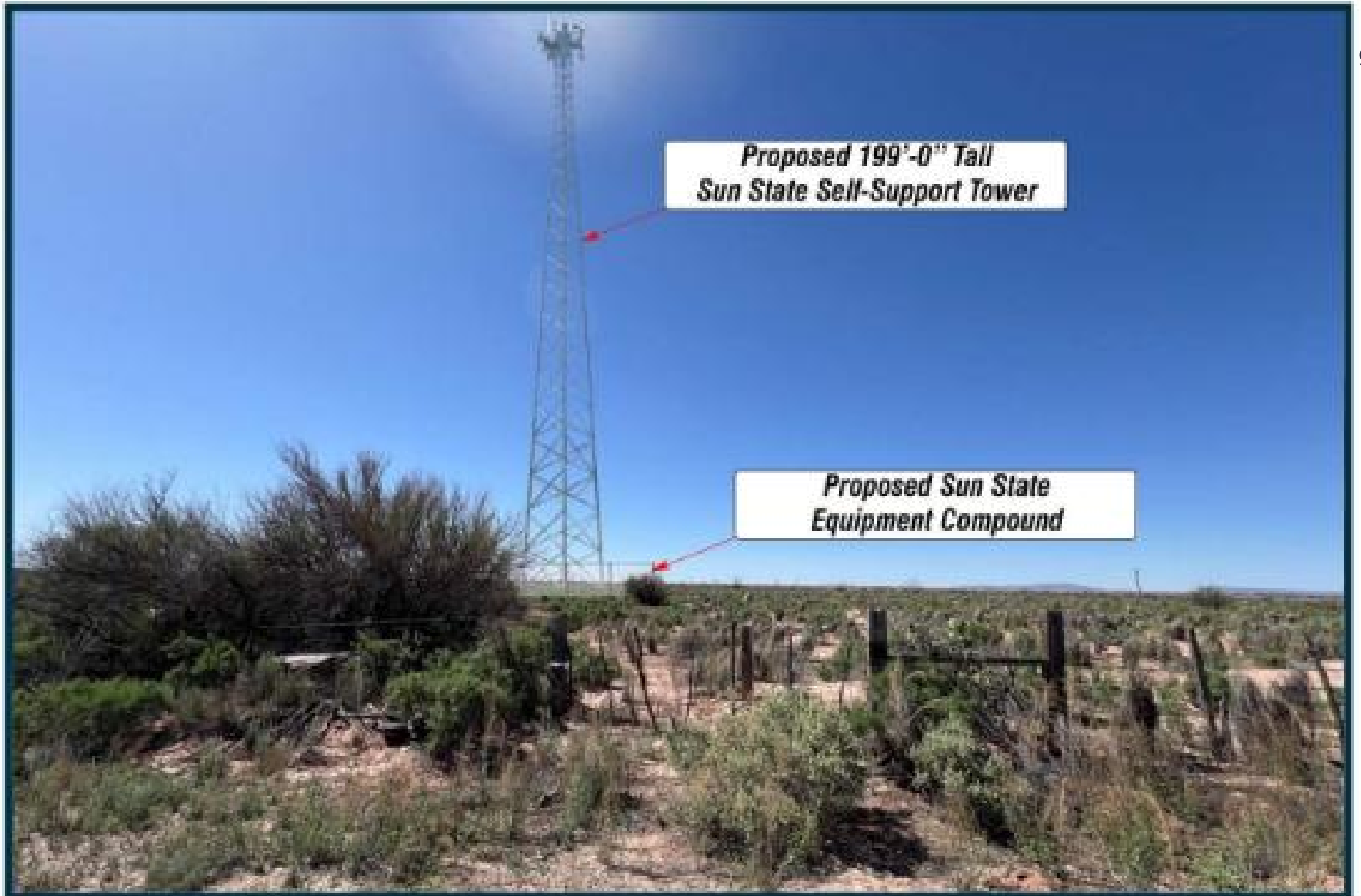




# ELEVATION



# PHOTO SIM



***Proposed 199'-0" Tall  
Sun State Self-Support Tower***

***Proposed Sun State  
Equipment Compound***

***Proposed***      ***Notes: 265' from proposed site, looking Southeast.***

These depictions are for demonstrative purposes only.  
They are to be used in addition to the engineering drawings for an accurate representation of the site

# RECOMMENDATION

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Navajo County Planning and Development Services Staff recommend approval of the Special Use Permit for Henley Wireless Communication Facility, subject to 13 conditions:

1. SUP shall permit 1 self-support lattice wireless communication tower, not to exceed 199ft 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 a self-support lattice tower, 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.
9. Notify Navajo County of abandonment, should it occur.



## RESOLUTION \_\_\_\_-24

### **A RESOLUTION OF THE NAVAJO COUNTY BOARD OF SUPERVISORS APPROVING A SPECIAL USE PERMIT FOR HENLEY WIRELESS COMMUNICATION FACILITY.**

**WHEREAS**, an application for a Special Use Permit was duly filed on September 6, 2024 by Graham Chapman to allow for the construction of a one-hundred ninety-nine foot (199') self-support lattice wireless communication tower and associated facilities on a 372.64 acre parcel, located to the north of the Winslow area; and

**WHEREAS**, the application concerns the following real property in Navajo County: APN # 103-22-027, Township 19N, Range 16E, Section 07 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 November 21, 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) self-support lattice wireless communication tower, not to exceed 199 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 self-support lattice tower, as indicated in the supplied plans. The owner of the tower shall maintain the tower and 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<sup>th</sup>) anniversary of the 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 10<sup>th</sup> day of December, 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 HENLEY WIRELESS COMMUNICATION FACILITY.**

**WHEREAS**, an application for a Special Use Permit was duly filed on September 6, 2024, by Graham Chapman to allow for the construction of a one hundred ninety-nine foot (199') self-support lattice wireless communication tower and associated facilities on a 372.64 acre parcel, located north of the Winslow area; and

**WHEREAS**, the application concerns the following real property in Navajo County: APN # 103-22-027, Township 19 North, Range 16 East, Section 07 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 November 21, 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 10<sup>th</sup> day of December 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**

**8. b.**

**Meeting Date:** 12/10/2024

**Title:** SUP 24-008: WHITE WHALE PROPERTIES LLC EVENT VENUE SUP, DISTRICT IV

**Submitted By:** Tyler Richards, Planner I

**Department:** Planning & Development Services

**Presented By:** Tyler Richards

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**Motion before the Board:**

**PUBLIC HEARING:** Consideration and possible adoption of **Resolution Number 48-2024**, approving/denying a Special Use Permit to allow for the construction of an event barn, and operation as an event venue for groups of up to 125 people on approximately 5.02 acres in the Pinedale area.

**Background:**

**APN#:** 409-01-008C, T10N, R20E, S20 of the GSRM. **Owner:** White Whale Properties, LLC. **Agent:** Zachary Markham.

Presently, the residence on the parcel is being utilized as a short-term rental. The applicant is seeking a Special Use Permit to expand the usage to include a barn to be utilized as an event venue.

The applicant has indicated the proposed project will have the following:

- Events to be held on the front lawn of the residence.
- Construction of a 62'x72' event barn, located in the southeast corner of the parcel for indoor events.
- Parking for groups of up to 125 people.

**Recommendation:**

Navajo County Planning and Development Services Staff recommend approval of the Special Use Permit, subject to the conditions listed in the Staff Report. The Navajo County Planning and Zoning Commission voted to recommend approval of the Special Use Permit, subject to the conditions listed in the Staff Report.

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**Attachments**

Staff Report

Presentation

Reso. Approval

Reso. Deny

Application

Public Comments

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**Form Review**

**Inbox**

Brandt Clark

Form Started By: Tyler Richards

**Reviewed By**

Brandt Clark

**Date**

11/27/2024 12:11 PM

Started On: 11/25/2024 02:53 PM

Final Approval Date: 12/02/2024





PLANNING & DEVELOPMENT  
SERVICES

STAFF REPORT

BOARD OF SUPERVISORS

**Hearing Date:** December 10<sup>th</sup>, 2024

**Case No:** SUP 24-008

**Action:** Special Use Permit

**Applicant/Owner:** Zachary Markham/White Whale Properties, LLC

**Project Name:** White Whale Properties LLC Event Venue SUP

EXECUTIVE SUMMARY

**Recommendation:** Staff recommends approval of the Special Use Permit. The Navajo County Planning and Zoning Commission voted to recommend approval of this SUP at the November 21<sup>st</sup>, 2024 hearing.

**Location:** The property is located south of Pinedale, along Aurelio Way and Rim Drive, on APN# 409-01-008C

**Size:** 5.02 acres

**Supervisor District:** IV

**Zoning:** A-General

**Property Owners:** White Whale Properties, LLC

**Applicant:** Zachary Markham

**Representative:** Zachary Markham

REQUEST DESCRIPTION:

A request for a Special Use Permit to allow for the construction of an event barn, and operation as an event venue for groups of up to 125 people on approximately 5.02 acres of land, located to the south of Pinedale, along Aurelio Way and Rim Drive.

GENERAL CHARACTER OF NEIGHBORHOOD:

The subject property sits about 3.7 miles south from the center of Pinedale, Arizona. Directly to the north and east of this property lie residential properties, as well as vacant land. The subdivision known as, "Pinedale Estates" lies directly to the west and southwest of this parcel. Directly south of this parcel is vacant land. Beyond the residential, vacant, and subdivided parcels is United States Forest Service land, which surrounds the area.

**BACKGROUND/HISTORY:**

Presently, the residence on the parcel is being utilized as a short-term rental. The applicant is seeking a Special Use Permit to expand the usage to include a barn to be utilized as an event venue.

**PROJECT DESCRIPTION:**

The applicant has indicated the proposed project will have the following:

- Events to be held on the front lawn of the residence.
- Construction of a 62'x72' event barn, located in the southeast corner of the parcel for indoor events.
- Parking for groups of up to 125 people.

**ZONING DISTRICTS:**

**Current:**

**ARTICLE 3 – (A-GENERAL) – GENERAL ZONING DISTRICT**

**Section 301 – Purpose.**

The main purpose of this A-General Zone is to provide for all the unincorporated area of the County, except land within the boundary of a reservation and outside the authority of Navajo County not otherwise designated for some other specific zone, to be included in the "A-General Zone", by this Ordinance. No subdividing shall be conducted or approved in the "A-General Zone", without prior re-zoning of the land so intended. Uses permitted in the "A-General Zone", include farm and non-farm residential uses, farms, recreational, institutional, commercial and industrial uses as specifically listed in this Article. Other uses may be permitted as Special Uses under Article 20.

**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.

17. Guest ranches, providing the guest ranch is under unified ownership and management.

31. Resort hotels, provided that there are not outside entrances for business purposes.

**COMPREHENSIVE PLAN/AREA PLAN:**

**Comprehensive Plan**

**Land Use Element**

**Goal 6: Maintain compatible land use patterns while encouraging development.**

Policy 6-C: Require paved or other appropriately surfaced access to commercial and industrial uses.

- This property is located just off Rim Drive, with access along Aurelio Way. Rim Drive is a gravel, county-maintained roadway. The applicant has provided a Traffic Impact Statement which stated there should be a minimal impact to Rim Road.

**Goal 7: Facilitate commercial and industrial development, including business and technology uses, where appropriate, to increase employment opportunities.**

Policy 7-D: Encourage small, specialty enterprises that support recreation and tourist activities near the National Forest, the Petrified Forest National Park, the Homolovi State Park, and the Native American Reservations.

- Event venues are considered specialty enterprises, and the proposed project is located within the Apache-Sitgreaves National Forest and Recreation Area.

**Goal 8: Reduce the danger from fire for all residents living in a wildland urban interface or near a National Forest boundary.**

Policy 8-C: Discourage high-density development in areas where fire protection and other emergency services are not readily available.

- The proposed property is located within the jurisdiction of Clay Springs-Pinedale Volunteer Fire Department, and this Department has provided a will-serve letter for this proposal.

Policy 8-E: Continue the review by the Fire Districts in the approval of subdivisions and development projects within their respective jurisdictions.

- The Clay Springs-Pinedale Volunteer Fire Department has reviewed this proposal and has provided a will-serve letter for the property.

## **Circulation Element**

### **Goal 4: Provide for safe travel and access to property.**

Policy 4-B: Continue working with developers and property owners to achieve safe and legal access for all properties.

- The applicant has access from Aurelio Way, off Rim Road, and has provided a Traffic Impact Statement to ensure safe access to the property.

### **Analysis:**

The request for a Special Use Permit meets several goals and policies of the Navajo County Comprehensive Plan, as noted above. The Navajo County Comprehensive Plan encourages small, specialty enterprises that support tourism and recreation near the National Forest, which this project would provide. It has appropriate access from Aurelio Way, along Rim Drive, and the applicant has provided a Traffic Impact Statement indicating minimal impacts to Rim Drive. Lastly, the Clay-Springs Volunteer Fire Department has reviewed this proposal and provided a will-serve letter for emergency services.

As of November 25th, 2024, Planning and Development Services Staff have received comments from sixty-two (62) individuals regarding this project, with eight (8) in support, and the remainder in opposition. Many of the comments have been received through email and letters, which may contain duplicate opposition concerns. All comments, including the duplicates, are included in the accompanying comment package. The concerns mainly revolve around issues such as noise pollution, light pollution, fires, and reckless driving along Rim Road and the surrounding area. The proponents for this project cite the location, applicant reputation, and positive impact on surrounding community,

### **FINDINGS OF FACT:**

#### **1. The item has been properly noticed and posted in compliance with Arizona Revised Statutes and Article 29.**

This item is scheduled to be posted in the November 27<sup>th</sup>, 2024, edition of The Holbrook Tribune. Postcards were mailed to neighbors within 300 feet of the property and the subject property was posted with public hearing notices.

#### **2. The proposal is in compliance with the Comprehensive Plan.**

The proposed project meets multiple 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 A-General zoning district, subject to the acquisition of a Special Use Permit.

**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 is compatible with nearby uses, which are primarily single-family residential lots, or vacant land.

**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.**

There should be minimal adverse effects on public health, safety, and general welfare of properties in the vicinity of the proposed use.

**PUBLIC WORKS AND OTHER COUNTY DEPARTMENT’S COMMENTS:**

**COUNTY ATTORNEY:**

Initial: B.C. Date:

**ENGINEERING AND TRAFFIC:**

Initial: W.B. Date:

**DRAINAGE & FLOOD CONTROL:**

Initial: W.B. Date:

**PLANNING AND DEVELOPMENT:**

Initial: C.C. Date:

**PLANNING AND DEVELOPMENT SERVICES RECOMMENDATION:**

The Navajo County Planning and Zoning Commission voted to recommend approval. Navajo County Planning and Development Services Staff recommend approval of the Special Use Permit, subject to the following conditions:

1. The applicant shall obtain any required Navajo County permits, including, but not limited to building, sewer connection, grading, drainage, and sign permits.
2. No building or structure shall be occupied prior to complete compliance with all

appropriate Building Division requirements.

3. All lighting on the property shall be shielded to reflect downward, be motion-activated, and be in conformance with the Navajo County Lighting Ordinance.
4. 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.
5. A Grading and Drainage Plan shall be submitted and approved prior to any construction
6. Events shall only occur between the months of April to October, every calendar year.
7. Outdoor events shall only occur between the hours of 12:00PM and 10:00PM.
8. Any events that produce loud music shall occur only within the existing buildings, or proposed event barn. Those events producing loud music shall not occur outdoors.
9. Adequate parking areas are required on the subject property. All parking shall be provided on the subject property. Public rights-of-way shall be kept open and traversable at all times, to ensure there shall be no interference with public travel. No parking shall be allowed in the right-of-way.
10. Events shall not exceed the stated capacity of 125 individuals.
11. A Final Traffic Study shall be approved by Public Works prior to any construction or utilization of the privileges granted by this Special Use Permit.
12. 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.
13. 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.
14. 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.



**NAVAJO COUNTY**

# **BOARD OF SUPERVISORS**

**Public Meeting  
12-10-2024 9:00AM**

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**BOARD OF SUPERVISORS AGENDA ITEM**

# **SUP 24-008: WHITE WHALE PROPERTIES, LLC, EVENT VENUE**

**Consideration of request by Zachary Markham to allow for the construction of an event barn, and operation as an event venue for groups up to 125 people on approximately 5.02 acres in the Pinedale area. APN#: 409-01-008C, T10N, R20E, S20 of the GSRM. Owner: White Whale Properties, LLC. Agent: Zachary Markham**

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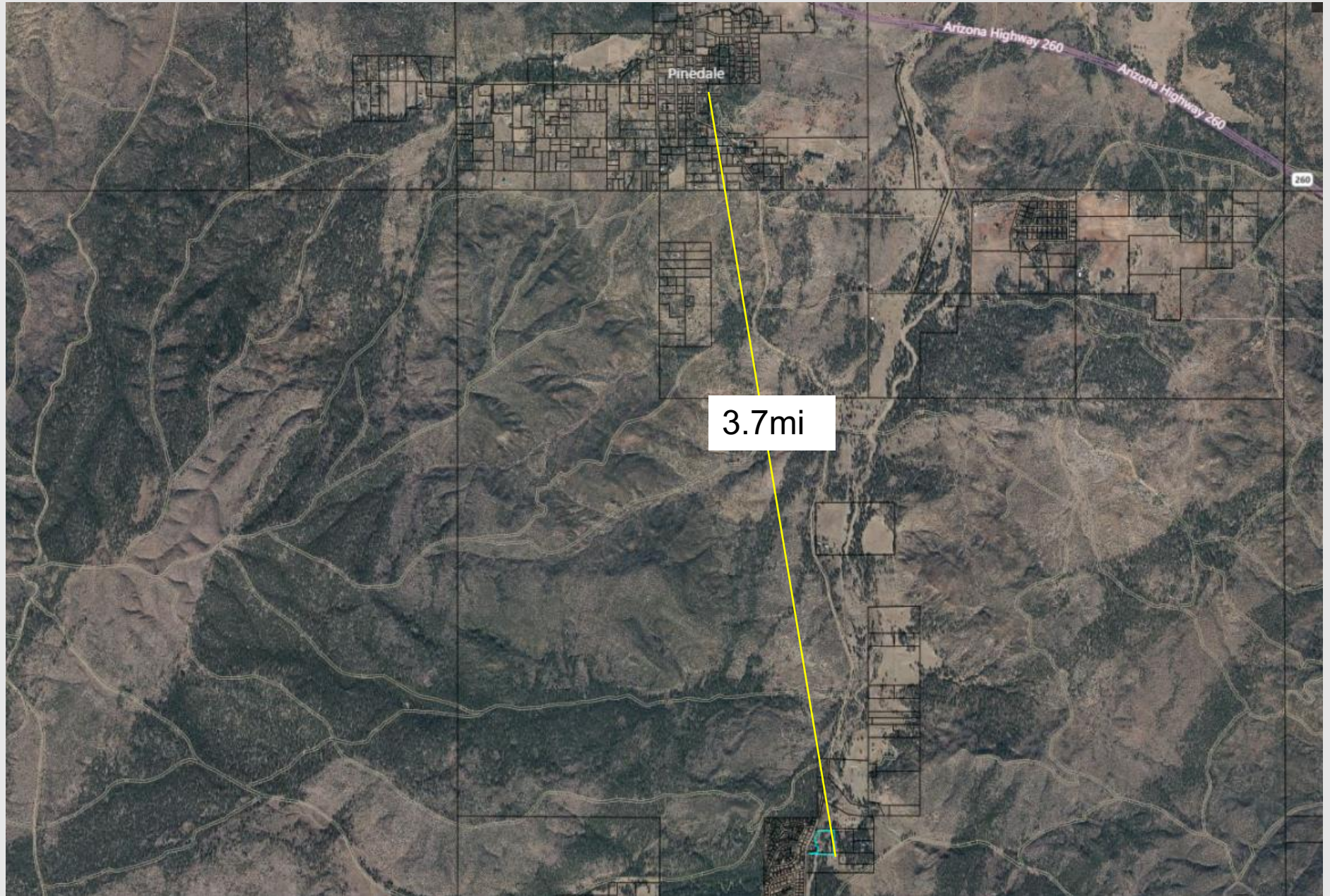


# PROJECT SUMMARY

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- **Area – APN# 409-01-008C**
- **Parcel Size – 5.02 acres**
- **Zoning – A-General**
- **Owner – White Whale Properties, LLC**
- **Project Description**
  - **Events to be held on the front lawn of residence.**
  - **Construction of a 62'x72' event barn, located in the southeast corner of the parcel for indoor events.**
  - **Parking for groups of up to 125 people.**

# VICINITY MAP



SUP 24-008

# PARCE L VIEW



# SITE PLAN



# RECOMMENDATION

**Navajo County Planning and Development Services Staff, and the Navajo County Planning and Zoning Commission recommend approval of the Special Use Permit for White Whale LLC, Event Venue, subject to 14 conditions:**

1. The applicant shall obtain any required Navajo County permits, including, but not limited to building, sewer connection, grading, drainage, and sign permits.
2. No building or structure shall be occupied prior to complete compliance with all appropriate Building Division requirements.
3. All lighting on the property shall be shielded to reflect downward, be motion-activated, and be in conformance with the Navajo County Lighting Ordinance.
4. 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.
5. A Grading and Drainage Plan shall be submitted and approved prior to any construction
6. Events shall only occur between the months of April to October, every calendar year.
7. Outdoor events shall only occur between the hours of 12:00PM and 10:00PM.
8. Any events that produce loud music shall occur only within the existing buildings, or proposed event barn. Those events producing loud music shall not occur outdoors.
9. Adequate parking areas are required on the subject property. All parking shall be provided on the subject property. Public rights-of-way shall be kept open and traversable at all times, to ensure there shall be no interference with public travel. No parking shall be allowed in the right-of-way.
10. Events shall not exceed the stated capacity of 125 individuals.
11. A Final Traffic Study shall be approved by Public Works prior to any construction or utilization of the privileges granted by this Special Use Permit.
12. 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.
13. 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



**RESOLUTION \_\_\_\_-24**

**A RESOLUTION OF THE NAVAJO COUNTY BOARD OF SUPERVISORS APPROVING A SPECIAL USE PERMIT FOR WHITE WHALE PROPERTIES, LLC, EVENT VENUE.**

**WHEREAS**, an application for a Special Use Permit was duly filed on August 12<sup>th</sup>, 2024 by Zachary Markham to allow for the construction of an event barn, and operation as an event venue for groups of up to 125 people on approximately 5.02 acres of land, located south of Pinedale, Arizona; and

**WHEREAS**, the application concerns the following real property in Navajo County: APN # 409-01-008C, T10N, R20E, S20 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 November 21<sup>st</sup>, 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. The applicant shall obtain any required Navajo County permits, including, but not limited to building, sewer connection, grading, drainage, and sign permits.
2. No building or structure shall be occupied prior to complete compliance with all appropriate Building Division requirements.
3. All lighting on the property shall be shielded to reflect downward, be motion-activated, and be in conformance with the Navajo County Lighting Ordinance.
4. 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.
5. A Grading and Drainage Plan shall be submitted and approved prior to any construction
6. Events shall only occur between the months of April to October, every calendar year.
7. Outdoor events shall only occur between the hours of 12:00PM and 10:00PM.

8. Any events that produce loud music shall occur only within the existing buildings, or proposed event barn. Those events producing loud music shall not occur outdoors.
9. Adequate parking areas are required on the subject property. All parking shall be provided on the subject property. Public rights-of-way shall be kept open and traversable at all times, to ensure there shall be no interference with public travel. No parking shall be allowed in the right-of-way.
10. Events shall not exceed the stated capacity of 125 individuals.
11. A Final Traffic Study shall be approved by Public Works prior to any construction or utilization of the privileges granted by this Special Use Permit.
12. 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.
13. 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.
14. This Special Use Permit and the subject site shall be reviewed and inspected by Planning and Development Staff on the fifth (5<sup>th</sup>) 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 10<sup>th</sup> day of December 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 FOR WHITE WHALE PROPERTIES, LLC, EVENT VENUE.**

**WHEREAS**, an application for a Special Use Permit was duly filed on August 12<sup>th</sup>, 2024, by Zachary Markham to allow for the construction of an event barn, and operation as an event venue for groups of up to 125 people on approximately 5.02 acres of land, located south of Pinedale, Arizona; and

**WHEREAS**, the application concerns the following real property in Navajo County: APN # 409-01-008C, T10N, R20E, S20 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 November 21<sup>st</sup>, 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 10<sup>th</sup> day of December, 2024.

**NAVAJO COUNTY BOARD OF SUPERVISORS**

By \_\_\_\_\_  
Jason Whiting, Chairman of the Board

ATTEST:

\_\_\_\_\_  
Melissa W. Buckley, Clerk of the Board



White Whale Properties dba Rock Creek Arizona

Zachary Markham

5557 Aurelio Way, Show Low, AZ 85901

July 15, 2024

Cody Cooper

Planning Manager

Planning and Development Services

100 W. Public Works Dr., Holbrook, AZ 86025

RE: Parcel #40901-02

To whom it may concern:

Per our conversations, I am writing to formalize my request to review zoning and potential use of my property located at 5557 Aurelio Way, Show Low, AZ 85901. This property is currently primarily utilized as a vacation rental. We plan on this to be its continued primary use. Due to the frequent requests we receive, we'd like to add on a special use permit to allow for this property to be an event venue to host weddings, corporate events, and large gatherings for groups under 125 people.

The property in question is 5 acres. It's currently zoned as (A-General).

If the special use permit is approved, our plan is to allow for events to be held on the front lawn of the property (primarily wedding ceremonies) that have minimal noise and follow all relevant noise ordinance guidelines. We would also construct a 64' X 72' event barn in the southeast corner of the property that would allow for indoor events that could accommodate up to 125 people and also ensure that noise is contained inside and not a nuisance to the community. (See reference 1)

Of concern and consideration:

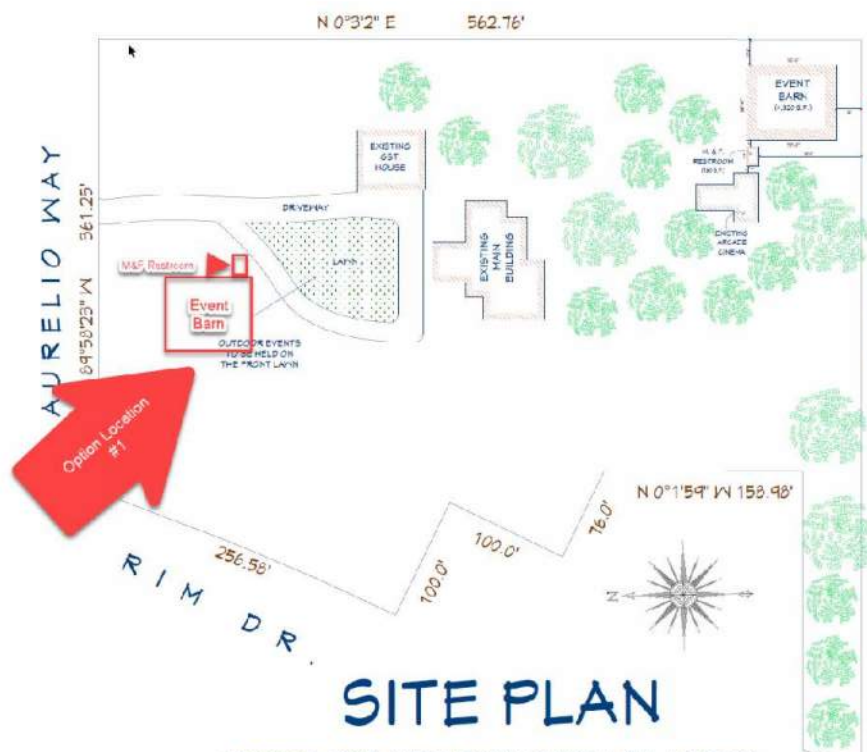
1. Zoning – After speaking with the Navajo County zoning department, it appears that the best way to pursue this correct zoning is to obtain a special use permit.
2. Parking – As mentioned previously, the property is 5 acres and has ample parking for up to 125 people. We have marked on a map the areas for parking to accommodate up to this amount.
3. Traffic – As seen in our traffic statement that's been professionally conducted by Ironside Engineering, traffic impact to the local Pinedale community would be minimal.
4. Event Season – These events which are primarily weddings are generally requested between the months of April and October. The events/weddings would typically run from early afternoon around 1:00 until around 10:00 pm.

I look forward to discussing this with you further. We feel this is a great way to add value to the county, which would provide an economic lift to the local community.

Sincerely,

Zachary Markham

Reference 1



**SCOPE OF WORK**

- 4,320 S.F. PROPOSED EVENT BARN
- 160 S.F. MALE & FEMALE RESTROOM

VICINITY MAP SCALE: N.T.S.



**SITE PLAN**

ADDRESS: 5557 AURELIO WAY SHOW LOW, AZ 85901  
 LOT SIZE: 5.02 ACRES, A.P. NO.: 409-01-008C  
 SCALE: 1/32" = 1'-0"

PROJECT: EVENT BARN  
 SHEET # **A-101**  
 DATE: 6/6/2024  
 SCALE:  
 AC NOTED  
 SHEET #

CLIENT: WHITE HIMALAYAN PROPERTIES  
 LOCATION: 5557 AURELIO WAY, SHOW LOW, AZ 85901

DESIGNED BY: BRIGHTPATH DESIGNS  
 DRAWN BY: BRIGHTPATH DESIGNS  
 CHECKED BY: BRIGHTPATH DESIGNS  
 APPROVED BY: BRIGHTPATH DESIGNS

**BRIGHTPATH DESIGNS**  
 1000 N. 10TH AVENUE, SUITE 100, PHOENIX, AZ 85016  
 PH: 602.491.1111  
 WWW.BRIGHTPATHDESIGNS.COM

Paper size: Arch D; 24 x 36

Reference 2

Parking – All illustrated in this rendering are in the rear of the property. There is still ample parking in the front driveway if needed.



Site Plan



# Clay Springs-Pinedale Volunteer Fire Department

Robert M. Garvin, Fire Chief

clayspringspinedalefire@frontiernet.net

facebook.com/clayspringspinedalefire

Phone (928) 739-4394

Fax (928) 739-4394

Cell 928-205-5327

P. O. Box 1267

Pinedale, AZ 85934-1267

To; Navajo County and Zachary Markham  
From Robert Garvin Fire Chief  
Re Zachary Markham 5557 Aurelio Way  
In Pinedale Estates 85934

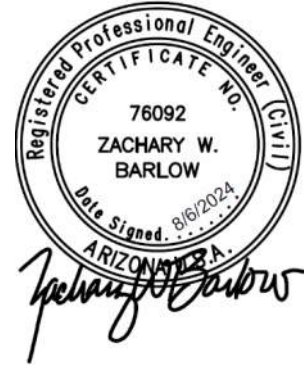
*This is a reference to the address above. I have reviewed the plan of the use of the property as a wedding Venue during wedding seasons, from April to October, with the promise of the host to let us know of the larger events in advance. If you have any questions, please let me know*

Chief Robert Garvin



**MEMO**

**Date:** August 6, 2024  
**To:** Will Flake, PE  
County Engineer, Navajo County  
**From:** Zach Barlow, PhD, PE  
Ironsides Engineering and Development



**Subject: Traffic Memo for SUP Application for Special Event Facility on APN 409-01-008C, Navajo County AZ**

This traffic memorandum has been prepared at the request of Navajo County to accompany the application for a Special Use Permit (SUP) for a proposed wedding/special event venue on APN 409-01-008C. More specifically, based on discussions with Navajo County staff, this memorandum will estimate and summarize the anticipated trips generated by the use of this subject property as a wedding/special event venue.

**Subject Property & Site Access**

The subject property is a 5.0± parcel located adjacent to the Pinedale Estates subdivision approximately 4.5 miles South of the community of Pinedale and AZ Route 260. The site is currently developed with a single-family residential structure and a detached guest house. The site is currently accessed off of Aurelio Way, a private roadway. Aurelio Way is a dead-end street with the only access onto Rim Drive, a Navajo County maintained road. It is assumed for this memorandum that all traffic accessing the proposed venue will be loaded on/off of Rim Drive at the intersection of Rim Drive and Aurelio Way.

**Proposed Land Use Characteristics**

Based on information provided by the Owner, the proposed land use for this application is using the subject property as an indoor/outdoor venue for hosting weddings for up to a maximum of 125 guests, with an average of around 70 expected per event. The venue is proposed to operate seasonally from April through October, with an expected average of 2 wedding events per month being hosted at the site. The proposed site will be configured with approximately 25 parking spaces for event guests. Overflow parking areas may be available as well to provide an estimated total maximum of 40 parking spaces.

**Site Trip Generation Estimate**

Typically, estimated of vehicle trips projected to be generated by a site are made using the nationally published trip generation rates for land use codes in the Institute of Transportation Engineer’s (ITE’s) *Trip Generation Manual*. However, due to the unique land use of the proposed wedding venue, no corresponding land use is provided in the Trip Generation Manual. Therefore, this memo provides estimates for trip generation based on the characteristics of the wedding venue provided by the applicant.

**Table 1** provides the trip generation estimated. This table presents the estimated averages as the number of wedding attendees/guests will vary by event. The number of trips by vendors and private guest vehicles for the wedding party/immediate family will likely vary as well.

**Table 1:** Summary of Venue Trip Generation Estimates

Guest Description	Average Event Day Trip Estimate							
	Persons	Person Trips		Persons/Vehicle	Vehicles Used	Vehicle Trips		
		In	Out			In	Out	
Owners/Managers	2	4	4	2	1	2	2	
Wedding Party Guests	8	8	8	2	4	4	4	
Wedding Guests	70	70	70	2.5	28	28	28	
Vendors	10	10	10	2	5	5	5	
Average Event Day Trips						39	39	
<b>Total Event Day Vehicle-Trips (In &amp; Out)</b>							<b>78</b>	
<b>OVERALL AVERAGE DAILY TRIPS</b>								
Average Annual Event Days						14		
Average Annual Non-Event Days						351		
Average Non-Event Day Owner Vehicle Trips						4		
Average Event Day Vehicle Trips						78		
<b>*Overall Annual Average Daily Trips</b>						<b>6.8</b>		
<b>*Overall Seasonal (April-October) Average Daily Trips</b>						<b>9.7</b>		

\*includes event and non-event days in period

This table summarizes the average anticipated trips generated on each event day. The overall annual and seasonal daily average, as also shown in **Table 1**, are substantially



lower than this event day average given there are proposed to be more non-event days than event days.

### **Summary**

Since no traffic counts were available for Rim Rd at the project location, this analysis is limited to estimating the additional trips resulting from the subject property's use as a wedding venue. As shown in **Table 1**, the estimated average event day trips generated is 78 total trips. Taking into account the non-event days, the seasonal average daily trips is estimated to be only 9.7 trips and the annual average daily trips is estimated to be only 6.8 trips. Therefore, this proposed event venue is estimated to have minimal impact on Rim Drive based on the estimated average annual and seasonal daily trips generated.

# Citizen Review Plan Report

Proposed Special Use Permit

White Whale Properties dba Rock Creek Arizona

APN 409-01-008C

In compliance with Section 2907 – Citizen Review, we make this notice to meet compliance with the requirements of section 2907 and respectfully submit the following summary;

Attachments include:

- Address lists used for invitations
- Sign-in Sheet from the meeting held
- Copies of the invitations sent out
- Copy of the tentative plan

An invitation to a community meeting was sent to all listed owners and agencies on July 20<sup>th</sup>, 2024, providing relevant information and directions to the meeting site planned for August 5<sup>th</sup>, 2024.

The letter of notice was drafted and submitted to Cody Cooper. Mr. Cooper replied the same day approving of the letter. We then sent the letter to the list provided by Cody Cooper to all properties located within three hundred feet.

10 people showed up to the community meeting. Some individuals left early and did not participate through the entirety of the meeting. The meeting was held on-site where all interested parties were free to exchange information and discuss intentions, along with opportunities for attendees to voice concerns or questions. We presented a large print of our proposed site plan. The meeting lasted approximately 1 hour. The list of attendees is attached.

A list of people who attended is attached. Some of the conversation has been paraphrased or condensed from the community meeting.

**Q: Betty Carmer - She called into the county requesting that I call her. This conversation was all done via phone. Betty expressed concern over noise and particularly mentioned she didn't like the tenants that were crossing her property lines. She specifically mentioned groups that have rented the property as a short-term rental. She specifically said there was a group of Girl Scouts making noise as an example. She also mentioned that due to a lack of fence between our properties, people don't know where the boundaries are and she doesn't want to put up any trespassing signs. She specifically said she would not support the special use permit.**

*A: Betty, first of all, I apologize if anybody has walked onto your property that is never our intention and we let all of our guests know to stay within the boundaries of our property. I also understand if noise is a concern, and we have ideas to mitigate the noise but it seems like you're referring to noise coming from nightly rental guests who are on the property. (At this point she told me she didn't want to talk anymore, and she needed to leave to the library then hung up.) [One thing to point out here is that there is another property down the road that does a lot of boy/girl scout troop camp retreats. I think she is confusing us with them.]*

**Q: Pat Mead – Why do you need a special use permit? What are your occupancy and stay limits? What are your plans to stop the noise? How would you enforce the need to stay indoors?**

*A: That's an interesting question. We felt there was a lot of vagueness around our zoning being A General. It allows for a lot of things from churches to golf courses to all sorts of random things. Ultimately, we want to be good neighbors, go through the proper channels, and talk through this with our neighbors to be on the same page. So, we spoke to the county and felt it was in our best interest to obtain a special use permit. For lodging, as a short-term rental, nobody can rent the property for more than 30 days and the maximum occupancy is 28 people. These are our self-imposed restrictions as there are no set occupancy restrictions from the county on short-term rentals. What we have done for larger groups is refer them to the neighbor behind us who also has a short-term rental property and since our backyards connect, they can walk between the properties and be together that way. We plan on placing signage inside the property reminding guests to keep loud noises indoors and that loud gatherings need to be moved inside by 10:00. We already send this messaging to them before their arrival and it is listed as a rule in the guest welcome book. We also plan on hiring someone local during the events to help monitor noise and activity level to ensure the rules are being followed.*

**Q: Michele Harrel – How would you address loud noise in the evening? From anything ranging from camps to guests to weddings.**

*A: We can't exactly control groups 100% of the time if they are outside making noise. We already have protocols in place with our neighbor, Tim, who will let us know if a group is being especially loud or out of control and we will message the group and let them know they need to quiet down. If the group doesn't respond to my message, I ask Tim to go over and speak with the group in person and tell them they need to quiet down. As mentioned before, we will be putting up more signage in obvious areas for guests to see that will remind them to keep noise levels to a minimum. This question more so seems to be directed at noise from guests that have stayed at our property versus what we're proposing to be an event venue which we answered a lot of how we plan to control noise from events as part of this proposal from Pat's previous question. While we understand we want to address the noise issue, and we don't want anyone being a nuisance to the community, groups are allowed to come here and stay at our property and enjoy the outdoors which may mean that they will make some noise. At the end of the day, we want to be good neighbors and I'm willing to give out my personal phone number if someone feels like the noise is getting out of control they can message me directly and I will address it with the guests. If needed, we'd also be open to installing noise monitoring sensors that would alert us for noise above a predetermined decibel threshold. I'm open to all ideas of that nature that could help.*

**Q: Steve Marzullo – What will you do about noise if your neighbor Tim isn't around?**

*A: For any event that is done at our property we will make sure there is someone we hire on-site that will be in charge of monitoring noise and activity to make sure it stays indoors and in control.*

**Q: Pat Mead – Has the policy been in place already with Tim going over to tell the guests to quiet down if it gets noisy? If so, we believe there have been some groups that should have been shut down.**

*A: Yes it has been in place and I apologize if you feel there were certain guests that should have been shut down. As mentioned before, I'll give my personal phone number out if needed moving forward. I can tell you that we're getting better at this and we've had multiple groups reach out asking to do weddings at our property and we've told them no because we need to figure out our permits and processes to make sure we're good neighbors.*

**Q: Lisa Kaiser – Do you have cameras on the property?**

*A: Yes we have multiple cameras that watch over the entire property and record everything going on.*

**Q: Lisa Kaiser – I have an issue with people on their ATV's racing and going up and down. Somebody cut my gate on the 4<sup>th</sup> of July. Guests don't care about fire restrictions and things when offroading.**

*A: While we definitely are sorry about what happened to you, this seems like a general issue with people visiting the Pinedale area on ATV's. We do not rent out offroad vehicles to our guests nor do we ever plan to.*

**Q: Bob - On our drive going from the national forest it's like a race track on the weekends there are underage kids, no registration. If you have Alcohol at events it will cause even greater issues. I'm worried about a fatal accident.**

*A: This issue could be real with anyone camping, visiting, or coming to an event. I would like to note that as part of our plan with this permit to host events at our property, we would require the host to purchase event insurance which would put liability on them for any issues that occurred during the course of the event. We would also be happy to remind those reserving the event that they are responsible for all guest actions and to monitor anybody who would want to mix alcohol and driving an offroad vehicle.*

**Q: Steve Marzullo - The other aspect of the offroad vehicles is that they don't stay on the trails and the grass is dry and the fire danger is enormous. That's a major concern.**

*A: We understand the issue of forest fires is very real in this area and this issue you're mentioning is the exact same for anybody visiting Pinedale driving offroad vehicles. We don't foresee our special use permit increasing this issue any more than is already present.*

**Q: Pat Mead – ATV's the dirt roads are like an oval track. He's saying too many driving on the roads. A lot of dust and dirt.**

*A: This is the same issue as previously mentioned that we don't foresee this issue being any larger with this special use permit being granted as anybody can come to Pinedale and ride quads. Most events would be weddings and we don't foresee people coming to weddings with offroad vehicles.*

**Q: Timothy Shockey – I have a comment about this property being rented as an Airbnb it has had very minimal usage of ATV's and offroad vehicles. Rock Creek Ranch has been very respectful for not allowing renters do this type of thing. Most of this traffic is groups camping and from somewhere else.**

*A: Thanks Tim. We try our best!*

**Q: Steve Marzullo – Do you ask about registration, OHV, insurance, and license plate to access the national forest and ride offroad vehicles?**

*A: As we're not attempting to rent vehicles, we don't feel like this is something we're in place to do. We would be happy to send an automated message to guests reminding them*

*to follow all applicable laws in regard to offroad vehicles. Once again, we don't feel that this issue impacts our special use permit as this is a completely separate issue.*

**Q: Pat Mead – I'd rather you not have any events or weddings out here. I'm on the board of the HOA for Pinedale Estates. Many people moved out here for the peace and quiet and I feel that people are coming out to change everything to suit their needs and not to keep the peace and quiet I feel like it's a bad change because it wrecks the peace. I think you're nice people but I don't want the noise.**

*A: Our goal is to have a maximum of 125 people and by following all the proposals we've previously mentioned we feel that the noise issues will be less than ever before. In fact, most requests we get at our property are for groups wanting to have a wedding that is around 40-60 people. So, we feel that only allowing ceremonies and minimal noise-type events outside and requesting louder events to move inside will solve issues that would disturb the peace and quiet.*

**Q: Steve Marzullo - If you have a venue of 120 people, where are they all going to park?**

*A: That's a good question. As part of submitting for this permit, we conducted a traffic study with a local engineering firm. They proved that the impact of traffic for this amount of guests would be minimal. Also, we submitted a map of our property which showed ample parking of up to 25 cars at our property. We have a large parcel of land which could accommodate a lot more than 25 parking spots as well.*

**Q: Did the traffic study include people leaving under the influence of alcohol and with black cows crossing the road? There is a major concern for new people coming in and not understanding the roads and concerns that arise.**

*A: That was not covered in the traffic study.*

**Q: Michele Harrel – What do you tell visitors about fire restrictions?**

*A: We have automated messaging that lets guests know they need to pay attention to fire restrictions and follow all restrictions. Our neighbor, Tim, is an ex-firefighter and always lets us know if there is a fire restriction in place and we relay that message to guests. He also monitors the guests outside to see if they're trying to start fires when they shouldn't. This has never happened with one of our guests. For the purpose of the special use permit, we would have the individual that we hire monitor for fire activity at events and ensure that no fires are started if there are restrictions.*

**Q: Michele Harrel – What is being proposed to be said on the special use permit?**

*A: We are proposing to allow up to 125 guests and to build an indoor venue which would allow for events. Once it's submitted all details should be provided by the county.*

**Q: Steve Marzullo – Would you be open to restricting the venue to 75 people?**

*A: At the end of the day, we're open to working with all the neighbors and assessing what works best for the community within reason. We understand some people will just say "Don't make it a venue at all" but we feel like we can do so responsibly and are open to feedback.*

**Q: Pat Mead – I have a concern about counting how many guests actually arrive and what if they exceed the maximum amount? It seems like you should have a deposit that they would lose if they did something like this.**

*A: The person we will have on-site monitoring will count and not allow for the maximum amount of guests to be exceeded. The deposit is a great point and on the event venue contract we have drafted we will require a deposit that would be forfeited if the rules are broken.*

**Q: Steve Marzullo – I have a question about a limited water supply and what effect this would have on the water supply? Would you consider using a port-a-potty for water supply concerns?**

*A: If needed we would bring in port-a-potty to address water supply concerns. We would of course hire a licensed general contractor to build the event venue and we would follow all necessary permitting and inspections to ensure it could handle the water demands. The new venue would include a couple of bathrooms, a sink, and possibly a hose. I don't believe the increase in water usage would be substantial.*

**Q: Pat Mead – What are the next steps in the process?**

*A: We will be submitting all required documents to the county for review and then follow their next steps.*

**Q: Michele Harrel – How does this benefit the community?**

*A: Economically we feel like it would be a huge win. As mentioned earlier, we already get large groups that request to book our cabin and we refer their overflow of guests to other cabins nearby. We help other cabin owners fill otherwise vacant rental nights. We also would do our best to hire local workers who would help set up and monitor the venue on event days. We would also plan on having a list of local vendors that could be used for events. This would include anything from florists to bakers, caterers, and more. We would also be using local handymen, contractors, and more that would help in the construction and ongoing maintenance of the venue. We would also be happy to offer the venue as a service to the community from time to time if they wanted a larger meeting venue and would love to contribute in that way to the community.*

**Q: Michele Harrel – I would like to see if you can give back to the fire department and community center through donations and things of that nature.**

*A: While we're 100% in support of the fire department and community center, we wouldn't be setting up a "quid pro quo" as part of the fees for the venue. We would be happy to donate from time to time on our own accord though.*

**Q: Pat Mead - What would make the refund of the deposit not available?**

*A: We would need to make a list of items that would forfeit the deposit but we'd be happy to explore that further if needed.*

**Q: Michele Harrel – What would happen to the deposit if forfeited?**

*A: We would retain it.*

**Q: Michele Harrel – How would you monitor noise from both the house and across the road?**

*A: As mentioned before, we'd have somebody monitoring the events and we'd be open to exploring noise-monitoring devices as well. As for across the road, we would be monitoring the noise at our property which should in turn lessen the noise from across the road.*

**Q: Michele Harrel – Could you explain your venue location and where it would be at?**

*A: We have a site plan you can look at and shows the two proposed locations we'd do it at.*

In general, the meeting was well received and many of the issues raised were not in reference to the actual property as an event venue. We had to redirect the conversation multiple times from talking points that did not apply to the special use permit request.

This concludes our citizen review report.

Thank you for your consideration and direction.

Zachary Markham, Owner

White Whale Properties LLC

480-773-1855



**Address List used provided by county for mailing of postcard to properties within 300'**

409-12-113A	Fuller Terry L & Marshanna L	4148 E Brae Voe Way	San Tan Valley, AZ 85140-3157
409-12-052A	Bedal Charles D & Carol S	21619 S 140Th St	Chandler, AZ 85286-9312
409-01-009B	Pinedale House li Llc	7541 N Invergordon Rd	Paradise Valley, AZ 85253-3122
409-12-051	Otis Thomas B	45332 W Desert Garden Rd	Maricopa, AZ 85139-9178
409-12-056A	Harrel Ronald W & Michele A	Po Box 1093	Pinedale, AZ 85934-1093
409-12-110	Fuller Terry L & Marshanna L	4148 E Brae Voe Way	San Tan Valley, AZ 85140-3157
409-01-010C	Mackean Dan	5350 N Flint Ave	Tucson, AZ 85704-1610
409-01-007B	Stinson Dennis R & Catherine J	Po Box 1037	Pinedale, AZ 85934
409-12-109	Fuller Terry L & Marshanna L	4148 E Brae Voe Way	San Tan Valley, AZ 85140-3157
409-12-108A	Finance Now Llc	1141 N Peppertree Dr	Gilbert, AZ 85234-4955
409-12-055	Stewart Lori B Living Trust	Po Box 1112	Pinedale, AZ 85934-1112
409-12-050	Mead Charles P & Dana A	Po Box 1112	Pinedale, AZ 85934-1112
409-12-114	Morris Michael	3879 E Sandwick Dr	San Tan Valley, AZ 85140-5058
409-12-061	Knapman Bill Trustee	Po Box 4150	Show Low, AZ 85902-4150
409-01-008C	White Whale Properties Llc	3374 E Vallejo Ct	Gilbert, AZ 85298-8978
409-12-111	Fuller Terry L & Marshanna L	4148 E Brae Voe Way	San Tan Valley, AZ 85140-3157
409-12-060	Roberts Paul V & Sheila A	Po Box 1016	Pinedale, AZ 85934-1016
409-12-106	Morris Lareece	4148 E Brae Voe Way	San Tan Valley, AZ 85140-3157
409-01-009A	Pinedale House li Llc	7541 N Invergordon Rd	Paradise Valley, AZ 85253-3122
409-12-222C	Fulcomer Jerry E & Elizabeth K	640 S 4Th Ave	Tucson, AZ 85701-2716
409-12-117A	Culp Steven M & Jamysu P	2244 W Kiowa Cir	Mesa, AZ 85202-6447
409-12-053A	Adams Kumen G & Nancy	Po Box 1244	Pinedale, AZ 85934-1244
409-01-008E	Shockey Timothy & Janine	Po Box 956	Pinedale, AZ 85934
409-12-115	Dewarf Ronald A Jr	285 W Yeager Ln	Lakeside, AZ 85929-6645
409-01-011	United States Forest Service	General Delivery	Washington, DC 20090-9999
409-12-058	Macias Jennifer & Daniel	4147 E Meadow Creek Way	San Tan Valley, AZ 85140-3147

## Postcard Sent out to properties within 300'

Greetings,

We are Zachary and Erica Markham, and we own the property at 5557 Aurelio Way Show Low, AZ 85901 here in Pinedale. We currently use our property as a vacation rental for nightly guests as well as using it as our own personal cabin when time allows.

We'd like to talk to you about a special use permit that we've requested from Navajo County. Due to the frequent requests we receive to allow weddings at our property, we're hoping to obtain the correct permitting to allow events at our property.

We have proposed a plan to the county for events and weddings and we've made sure to keep the community in mind to make sure the noise levels are kept to a minimum and that the events are within certain occupancy and time parameters.

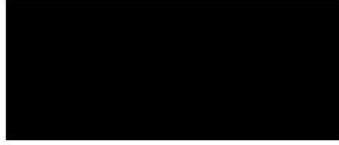
We believe this special use permit will positively impact the community. Weddings will bring many families that will be looking for additional lodging in the area. Many (and possibly your property) in Pinedale are rented out nightly. Also, we will be investing more money into our property to make it even more appealing to those who drive by and see it.

If you would like to know more about our plans and the permit we've requested we're hosting a neighborhood community meeting on the front lawn at our property on Monday, August 5th, 2024.

Meeting Location – 5557 Aurelio Way Show Low, AZ 85901  
Day and Time – Monday, August 5th, 8:30 am – 9:00 am (or until all questions are answered)

Thank you for your consideration and we look forward to talking with you!

Zachary & Erica Markham  
White Whale Properties dba Rock Creek Arizona



Postage  
Due



Site Plan



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**BRIGHTPATH DESIGNS**

CLIENT: WHITE WHALE PROPERTIES  
 PROJECT: EVENT BARN  
 LOCATION: 5557 AURELIO WAY, SHOW LOW, AZ 85901

DATE: 6/8/2024  
 SCALE: AS NOTED  
 SHEET #: **A-101**

SUBJECT	DATE	DESCRIPTION

## Kristyn Saunders

---

**From:** Cody Cooper  
**Sent:** Wednesday, October 9, 2024 3:00 PM  
**To:** 'Zachary Markham'  
**Cc:** Kristyn Saunders  
**Subject:** RE: Hearing

That will work. Thank you.

**Cody Cooper, AICP**  
**Planning Manager**  
*[We are Navajo County](#)*



---

**From:** Zachary Markham <markham827@gmail.com>  
**Sent:** Wednesday, October 9, 2024 2:58 PM  
**To:** Cody Cooper <cody.cooper@navajocountyaz.gov>  
**Cc:** Kristyn Saunders <kristyn.saunders@navajocountyaz.gov>  
**Subject:** Re: Hearing

**Caution: This email originated from outside of Navajo County.**

Hey Cody,

Will this work?

I Zachary Markham on behalf of White Whale Properties LLC send this message to withdraw from the hearing on October 17th.

Thanks,

On Wed, Oct 9, 2024 at 2:53 PM Cody Cooper <[cody.cooper@navajocountyaz.gov](mailto:cody.cooper@navajocountyaz.gov)> wrote:

Hello Zachary,

I am very sorry to hear that. I hope you and your family all stay safe. In order to reschedule, we would need something official from you stating that you have withdrawn from next week's hearing, so that we are able to put the withdrawal on the agenda. We would then, at a later date, need communications indicating you would like to move forward with a future hearing. Please let me know if you have any questions.

Thank you,

Cody Cooper, AICP

Planning Manager

*We are Navajo County*



---

**From:** Zachary Markham <[markham827@gmail.com](mailto:markham827@gmail.com)>

**Sent:** Wednesday, October 9, 2024 6:49 AM

**To:** Kristyn Saunders <[kristyn.saunders@navajocountyaz.gov](mailto:kristyn.saunders@navajocountyaz.gov)>; Cody Cooper <[cody.cooper@navajocountyaz.gov](mailto:cody.cooper@navajocountyaz.gov)>

**Subject:** Hearing

**Caution: This email originated from outside of Navajo County.**

Hey Guys,

I've ended up with a last-second emergency due to Hurricane Milton and I'm supposed to go out to Florida next week to help some family and check on a property we have. I'm in a bit of a bind and wouldn't be able to make next week's hearing. Is it possible to get my hearing rescheduled to the November meeting?

--

Zachary Markham

480-773-1855

--

Zachary Markham

480-773-1855

## Tyler Richards

---

**From:** Michele Harrel <micheleharrel@aol.com>  
**Sent:** Monday, August 5, 2024 7:57 AM  
**To:** Planning  
**Subject:** RE: Permit application for 5557 Aurelio Way, Attn: Michael "Mischa" Larisch

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

Some people who received this message don't often get email from micheleharrel@aol.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

Dear Mr. Larisch,

I am writing in regards to a postcard I received from the property owners of they say 5557 Aurelio Way, Show Low, AZ 85901 in Pinedale. I had initially called and left a message with Navajo County Planning to find out who I needed to speak with and how to go about opposing a special use permit that the property owners, Zachary & Erica Markham (White Whale Properties dba Rock Creek Arizona) said that they've requested from the county. A Kristin (not sure how she spells her name as she wouldn't tell me, only that it's difficult) from planning & zoning returned my call and told me that they had not applied for a permit and that they had to have this neighbor meeting first. I feel like I was lied to as a neighbor spoke with someone else who confirmed that they indeed had applied for the permit.

That being said, I plan on attending the meeting the property owners have scheduled for this morning and don't have time right now to express all my objections, nevertheless, let it be known that I strongly oppose any permit or zoning changes allowing weddings or other events at said property. This is a quiet, beautiful, secluded residential area that people, including my family, purchased here to enjoy those qualities. We appreciate the sounds of nature and the peacefulness of the area we live in. However, the people who own the property--directly across the road from us--want to turn this area into a commercial party zone with a resort/event center. We have already experienced blaring music & yelling with the current use as a vacation rental, not just during the night when we and many of the residents here are trying to sleep, but also during the day. There have already been events: at least one wedding and two day camps.

There is absolutely no benefit for me and my family, only for the property owners who would benefit financially, if this permit were to be approved, which it should not be and must not be. I can't imagine that you or anyone involved in deciding if this permit or any zoning changes should be approved would want it approved if you were in our position.

Thank you.

Sincerely,  
Michele Harrel

5542 Forest Dr. South  
Pinedale, AZ 85934





## Tyler Richards

---

**From:** Cindy Hughes <cmhughes@me.com>  
**Sent:** Friday, August 2, 2024 2:07 PM  
**To:** Cody Cooper  
**Subject:** Pinedale Estates

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

[You don't often get email from cmhughes@me.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

Caution: This email originated from outside of Navajo County.

Hi Cody,

My name is Cindy Hughes, my husband Mark and I moved to Pinedale Estates 4 1/2 years ago. We retired, left Las Vegas and live here full time. We enjoy our forest. The animals. The peacefulness!  
As of late I have noticed much more traffic on our 5 mile dirt road to the post office. Cars I don't recognize and cars definitely exceeding the speed limit. We have open range here, I am now worried I'll see an elk, cow, deer or hiker struck. We have already experienced very loud music and screaming through the night and into the morning. A corporation that intends to conduct such a business so near neighboring homes is nothing short of selfish and greedy. They cannot tell me otherwise.

Please consider us as you proceed with this matter.

Thank you for your time and God bless.

Cindy Hughes  
702 400-1205

## Tyler Richards

---

**From:** scrappyd@citlink.net  
**Sent:** Friday, August 2, 2024 10:26 PM  
**To:** Cody Cooper  
**Subject:** Fw: Letter regarding 5557 Aurelio Way Show Low AZ

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

You don't often get email from scrappyd@citlink.net. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

----- Forwarded Message -----

**From:** scrappyd@citlink.net <scrappyd@citlink.net>  
**To:** cody.cooper@navajocountyaz.com <cody.cooper@navajocountyaz.com>  
**Sent:** Friday, August 2, 2024 at 12:59:03 PM PDT  
**Subject:** Letter regarding 5557 Aurelio Way Show Low AZ

I hope this is the right place to send this letter. Please respond if it is not or pass it on to the correct entity. Thank you.

### Navajo County Planning & Zoning

PO Box 668

Holbrook, AZ 86025

Dana Mead

PO Box 1112

Pinedale, AZ 85934

To Whom it May Concern,

I am writing in regard to the property listed at 5557 Aurelio Way, Show Low, AZ 85901 also known as White Whale Properties Travel Platform listed at Travel White Whale.com and also known as Rock Creek Ranch Arizona listed at Airbnb.com.

This property is directly across the street from our home of 29+ years. My husband and I moved and built our home here to be in a quiet and serene area. Most of the neighbors in the subdivision of 200 + lots did their due diligence before purchasing and found this quiet place for (mostly) retirees to spend their final years in a peaceful place out of the city.

This Commercial business now threatens to impact our neighborhood and is asking for a special permit from Navajo County to allow weddings and events at the property. There have already been numerous events at this property with large groups, DJs blasting loud music outside, and temporary lights keeping the forest shining into the wee hours of the night. The property is lower than ours and it forms a natural outdoor amphitheater which makes it sound like they are on our front porch!

It is also 4 and ½ miles on a dirt road to reach this property. The County does its best to maintain this road but if the traffic increases because of the Commercial Property having events here the road will become quickly impassable. Or this will put added pressure on the County to maintain much more frequently.

There are also concerns about fire. We have been through forest fires before and the people in our subdivision are aware that our deed restrictions do not allow open fires...period. How do we keep large groups at weddings and events from starting outdoor fires especially when obviously these events involve alcohol consumption. We have a very old well water system with no outside fire hydrants available at this time. One small fire that gets-out of control and our homes are gone.

These are some of my concerns and I know I speak for many of our neighbors as well. We appeal to you to deny this special use permit and any future variances that may be applied for, for the sake of the serenity, welfare, and safety of our little community and our surrounding neighbors.

Thank you for your attention and consideration in this matter.

Dana Mead

928 739 4104

5540 Forest Drive N.

Pinedale Estates

Pinedale, AZ 85934

## Tyler Richards

---

**From:** Bob Watson <wildwingff@yahoo.com>  
**Sent:** Wednesday, August 7, 2024 11:40 AM  
**To:** Planning  
**Subject:** Special Use Permit  
**Attachments:** Planning-Navajo County.jpg

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Some people who received this message don't often get email from wildwingff@yahoo.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

Please see attached letter of opposition for Special Use Permit at 5557 Aurelio Way Pinedale, AZ 85934

Thank You,

Robert & Patricia Watson  
Wildwingff@yahoo.com

PO Box 1033  
573 Rim Drive  
Pinedale, AZ 85934  
July 26, 2024

To Navajo County Zoning Commissioner

As a very nearby property owner, I oppose the granting of any dispensation to allow weddings or large events at property 409-01-008C. I am 222-C.

The current operation of the beautifully appointed house gives me a preview of how disruptive greater leniency would be. Of course, the owners are not present when there are renters. We notice loud music, adults screaming at each other or their children. At two times recently, their guests have been on my property. I did not choose to confront twenty teenagers.

You may choose to invest and better your property. Please don't spoil mine.

I have a prior appointment August 5, 2024 with the Navajo County Library District so I will not attend the meeting that the owners have planned.

Thank you.

Sincerely,



Elizabeth Fulcomer

## Tyler Richards

---

**From:** Carri Marzullo <merrycarri@hotmail.com>  
**Sent:** Thursday, August 8, 2024 10:53 AM  
**To:** Planning  
**Cc:** George Amador  
**Subject:** Re: Rock Creek Ranch special use permit. Hard copy to follow via USPS

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

Some people who received this message don't often get email from merrycarri@hotmail.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

It has come to my attention that you may not be able to open the Rock Creek Ranch special use permit document. Therefore I have included it in totality in this email.

Please feel free to email me if you have any questions or problems.

Dear Navajo county planning board members,

I wanted to share with you some concerns I have about White Whale Properties dba Rock Creek Ranch in Pinedale, Arizona's request for a special use permit for events and weddings.

As you know, Pinedale and Pinedale Estates are small, rural, residential communities bordered by Apache Sitgraves National Forest.

Currently the 5 miles of Pinedale Road and Rim Drive from Highway 260 to the forest border ( 4 miles of which are unpaved) are maintained by Navajo County. Road Supervisor George Amador has done an excellent job in maintaining these roads but an influx of 125 people on a regular basis not including construction crews etc will make it very difficult to maintain these roads. And what about the chance of accidents with the cattle that roam our roads, most of which are black and very difficult to see at night?

Another concern I have is the possibility of fire hazard. How can we be certain that large groups of visitors will adhere to Forest restrictions such as no smoking outside of their vehicles or enclosed building, or where will they park their vehicles where there is no tall, dry grass? Will the Clay Springs/Pinedale Fire Department be able to handle this increased fire danger and/ or emergency medical situations?

Another concern is the shortage of water. Currently Pinedale Estates and the properties directly across the wash - this includes Rock Creek Ranch -operate on a very old Domestic Water Improvement District (DWID). Water shortages have occurred in the past especially on weekends when visitors and/or part-time residents increase the water usage. Will there be enough water for large groups? It's very doubtful.

As you know Navajo County is a very large county with a limited number of sheriff deputies. How long would it take law enforcement to arrive should a law enforcement situation occur?

In conclusion, I asked you to seriously consider the points I've raised and deny the special use permit for White Whale Properties dba Rock Creek Ranch in Pinedale, Arizona.

Thank you for your consideration.

Sincerely,

Steve and Carri Marzullo  
5523 Deer Run Road  
Pinedale Estates, Arizona 85934  
928-242-9245 or merrycarri@hotmail.com

cc: George Amador

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---

**From:** Carri Marzullo <merrycarri@hotmail.com>  
**Sent:** Wednesday, August 7, 2024 9:29:45 PM  
**To:** planning@navajocountyaz.gov <planning@navajocountyaz.gov>  
**Cc:** george.amador@navajocountyaz.gov <george.amador@navajocountyaz.gov>  
**Subject:** Rock Creek Ranch special use permit. Hard copy to follow via USPS

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## Tyler Richards

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**From:** Kayla Kennedy <kaylakennedy027@gmail.com>  
**Sent:** Saturday, August 10, 2024 5:31 PM  
**To:** Planning  
**Subject:** Urgent plea for help

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

[Some people who received this message don't often get email from kaylakennedy027@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

Caution: This email originated from outside of Navajo County.

Hello, my name is Kayla and I live in Pinedale Estates directly across from the address 5557 Aurelio Way, Pinedale AZ.

It has come to my attention that this property is trying to obtain permits allow weddings and events at their property.

As someone who lives in this community, that idea makes me absolutely sick to my stomach. And I hope and pray that this permitting will not move forward.

This is a small, quiet, serene community in the forest with loads of wildlife and dedicated residents.

Having an event center in this small community will ABSOLUTELY RUIN the value.

It will ruin the dirt roads, the well being of the wildlife, the serenity of the forest, draw unwanted crowds in, a fire hazard, a hazard with people partying and lack of law enforcement, and worst of all the unbelievable noise level it will bring. There's no way this owner can control "a minimum noise level" when they're not even here, there's huge groups of people partying, probably intoxicated, music blaring, and endless other noise. Whether it's inside or not. The noise is amplified and echos as it is right now and I cannot imagine how unbelievable loud and bothersome it can become. Instead of hearing the wind, the animals, and calm the forest brings it will bring pure chaos.

I am writing you today to PLEASE ask you for help in this matter and protect this beloved community from an owner looking to destroy it in so many ways and is driven by selfishness and greed. It is devastating to the people who live here and care about their community.

Don't let this be destroyed by one owner seeking permits. We don't need the traffic, we don't need the noise, attention, and ALL the bad accompanies by this.

Respectfully,

Kayla

Dear Navajo county planning board members,

I wanted to share with you some concerns I have about White Whale Properties dba Rock Creek Ranch in Pinedale, Arizona's request for a special use permit for events and weddings.

As you know, Pinedale and Pinedale Estates are small, rural, residential communities bordered by Apache Sitgraves National Forest.

Currently the 5 miles of Pinedale Road and Rim Drive from Highway 260 to the forest border ( 4 miles of which are unpaved) are maintained by Navajo County. Road Supervisor George Amador has done an excellent job in maintaining these roads but an influx of 125 people on a regular basis not including construction crews etc will make it very difficult to maintain these roads. And what about the chance of accidents with the cattle that roam our roads, most of which are black and very difficult to see at night?

Another concern I have is the possibility of fire hazard. How can we be certain that large groups of visitors will adhere to Forest restrictions such as no smoking outside of their vehicles or enclosed building, or where will they park their vehicles where there is no tall, dry grass? Will the Clay Springs/Pinedale Fire Department be able to handle this increased fire danger and/ or emergency medical situations?

Another concern is the shortage of water. Currently Pinedale Estates and the properties directly across the wash - this includes Rock Creek Ranch -operate on a very old Domestic Water Improvement District (DWID). Water shortages have occurred in the past especially on weekends when visitors and/or part-time residents increase the water usage. Will there be enough water for large groups? It's very doubtful.

As you know Navajo County is a very large county with a limited number of sheriff deputies. How long would it take law enforcement to arrive should a law enforcement situation occur?

In conclusion, I asked you to seriously consider the points I've raised and deny the special use permit for White Whale Properties dba Rock Creek Ranch in Pinedale, Arizona.

Thank you for your consideration.

Sincerely,

Steve and Carri Marzullo  
5523 Deer Run Road  
Pinedale Estates, Arizona 85934  
928-242-9245 or [merrycarri@hotmail.com](mailto:merrycarri@hotmail.com)

cc: George Amador

## Tyler Richards

---

**From:** Theresa Franklin <tfranklindesigns@gmail.com>  
**Sent:** Wednesday, August 7, 2024 6:54 PM  
**To:** pinedaleinedaleestatespoa@gmail.com; George Amador; Planning; Stephanie Irwin; Blake Anderson  
**Subject:** Rock Creek Ranch Special Use Permit for Wedding Venue Opposition Letter  
**Attachments:** Rock Creek Ranch Special Use Permit Response.pdf

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

Some people who received this message don't often get email from tfranklindesigns@gmail.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

To Whom it may concern:

Please see our attached letter as our response to the request for the property owners of 5557 Aurelio Way, Show Low to receive a Special Use Permit for weddings in our community.

Thank you,

Robert and Theresa Franklin  
5533 Deer Run  
Pinedale Estates

## Tyler Richards

---

**From:** Greg Shepherd <ge-lcs@outlook.com>  
**Sent:** Thursday, August 8, 2024 11:49 PM  
**To:** Planning  
**Subject:** Special Use permit Zachary and Erica Merkham

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

Some people who received this message don't often get email from ge-lcs@outlook.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

Planning Navajo County

PO Box 668

Holbrook, AZ 86025

Aug. 08, 2024

It has been brought to my attention that Zachary and Erica Merkham who own property at 5557 Aurelito Way DBA Rock Creek Ranch Arizona have approached the county for permission or applied for a special use permit to allow for weddings and large events on their property near Pinedale Estates, Navajo County AZ

For the record we oppose this requested permit use for the following reasons:

My home is approximately 1/2 mile from the requested permit location. Several weeks ago (maybe a little longer) there was a wedding party (or some formal dress gathering) at that location on a weekend. At my home I could hear loud music playing, loud voices, shouting and the occasional vehicle starting and driving rapidly away. In general, substantial amount and level of noise uncommon to our neighborhood.

I purchased my home In Pinedale Estates after retiring from 26 years of service with the Coolidge Police Department, during which time I was also privileged to serve with the Medical Services Division as an EMT and the volunteer Fire Department as a firefighter. Some of the worst calls for service originated from such large gatherings and you should know as well as I do if alcohol is also allowed on property, either served by the proprietor or brought by the guests (be honest it will be there somehow) the odds of some sort of conflict expands exponentially. I've been there done that, and it can rapidly get way out of hand. Since we do not have residential law enforcement services in this part of the county it could lead to serious injuries or even death should that happen. **It is a public safety hazard to approve this request.**

In addition to this enormous risk, I'm sure you are aware that our location in a heavily forested area as a true risk to fire danger. Our brave fire fighters and forest service workers barely kept our community from destruction by the Rodeo-Chediski Fire, an incident we wish to never face again.

Our community does not have fire hydrants at this time and ample water to individually address a large fire is not available and could lead to the loss of many homes.

We have dirt roads in the community managed by the county and forest service and frankly not graded often enough so the roads are rough and bumpy. While generally clear from debris except wild life, we have all heard of fires started by a hot Catalytic converter, dragging trailer chains and general carelessness by non-forest minded city dwellers who may be attending such events. They just don't know how easy it is to start a divesting fire!

As I stated before, this is my retirement home and community. The bright lights, music, sometimes large influx of people and traffic truly disrupt the serenity and calmness of my home and our community. During summer months we already have an influx of visitors in the area to get a break from the heat of the valley. All good and fine especially if they are staying with residents and have been made aware of noise control, trash disposal, vehicle speed and personal property issues. But often party goers are just not aware of the problem that they create, here today gone tomorrow. ATV and off road vehicle traffic increases during this time as well and frequently operated by underage not licensed drivers. Having a large event venue in the area creates a multitude of potential hazards.

Mr. Markham states he believes having a large event venue here would have a large impact on the area, and I agree it will, **but it would be mostly negative**, dangerous, and imposing on the residents that came here for the joy of a quiet peaceful life. Not to mention the impact on wildlife in the area, I occasionally have deer grazing on the grass in my yard, several visits from wild horses passing through the area not to mention a free range cow cutting through my lot every once in a while. All joys of a rural life and all could be destroyed by simply granting this permit! Please deny the request

Respectfully submitted for your consideration,

Greg and Lana Shepherd

PO Box 1265

Pinedale, AZ 85934

E-mail: GE-LCS @ outlook.com

Contact for further comment if you wish

## Tyler Richards

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**From:** Yakorevsky, Eleonora <Eleonora.Yakorevsky@tep.com>  
**Sent:** Tuesday, August 20, 2024 1:21 PM  
**To:** Planning  
**Cc:** Ella Yakorevsky  
**Subject:** Objection Letter  
**Attachments:** Objection Letter to Navajo County Planning and Zoning.pdf

Some people who received this message don't often get email from eleonora.yakorevsky@tep.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

To Whom It May Concern at Navajo County Planning and Zoning,

Attached please find an Objection Letter to grant a special use permit to the owners of 5557 Aurelio Way located across from our neighborhood.

The main concerns for your consideration are the fire danger that will be increased with the events participants under the influence of the alcohol using open fires, while our water system is very old and has no outside fire hydrants.

Another consideration is a dirt road condition that is barely holding up as is and will be impacted even more if this permit is granted.

Please deny this special use permit and any future variances that may affect the safety and welfare of our community.

Respectfully,

*Ella Yakorevsky,  
513 Summit Drive  
Pinedale Estates,  
Pinedale, AZ 85934  
(520) 904-6951*

## Tyler Richards

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**From:** Steve Culp <steveculp1@gmail.com>  
**Sent:** Tuesday, August 20, 2024 12:37 PM  
**To:** Planning  
**Subject:** Opposition to special use permits in Pinedale

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Some people who received this message don't often get email from steveculp1@gmail.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

Dear Navajo County Planning and Zoning,

I am writing to formally oppose a special use permit request from the property at 5557 Aurelio Way. They are also known as "Rock Creek Ranch".

My wife and I fell in love with Pinedale the moment we saw it. Although both of us are Arizona natives, neither one of us had ever heard of Pinedale...which was exactly the point. We were looking for a quiet, peaceful community, and places like Show Low and Payson were already too big for our tastes. If we wanted to live in a city, we'd just stay in "The Valley"! We were/are more than willing to put up with some inconveniences like unpaved roads, well water, septic systems and the like, to be nestled in the forest along with some peace and tranquility.

Now, only .2 (2/10th) of a mile away, an AirB'n'B -that already exists- is wanting to expand. They already host loud and dusty parties there on a regular basis. Just this past weekend, they were having a celebratory party (probably a wedding) and it was plenty loud, dusty and traffic-inducing the way it was. It was not too obnoxious or out-of-hand, but we also can't imagine what a larger function would be like. It was already plenty big and loud...and was probably only (guessing) 30 people.

We would also like to mention that this particular property involves driving over 4 miles of unpaved road that is serviced by Navajo County (not part of the main, paved part of Pinedale). It is already hard and costly enough for the County to keep up with the grating and needed maintenance of this road (Rim Rd./Rim Dr.) The extra traffic involved with a larger venue such as this would certainly make matters worse.

These are only some of our concerns, and we know that we speak for full-time neighbors of ours as well. Please deny this special use permit, and any others that are submitted in the near future. Turning our charming little community into a place where commercial, for-profit event centers are welcome and easily obtained defeats the whole purpose of a cozy little Country home.  
Thank you for your time.

Sincerely,  
Steve and Jamy Culp  
556 Rim Dr.  
Pinedale, AZ 85934

Navajo County Planning & Zoning

PO Box 668

Holbrook, AZ 86025

Navajo County Planning and Zoning,

I am writing regarding the property listed at 5557 Aurelio Way, Pinedale Estates, also known as White Whale Properties Travel Platform listed at Travel White Whale.com and also known as Rock Creek Ranch Arizona listed at Airbnb.com.

This property is directly across the street from our quiet neighborhood.

This commercial business now threatens to impact our neighborhood and is asking for a special permit from Navajo County to allow weddings and events at the property. There have already been numerous events at this property with large groups, DJs blasting loud music outside, and temporary lights keeping the forest shining into the wee hours of the night. The property is in a little valley and it forms a natural outdoor amphitheater which makes it sound like they are on our front porch!

It is also 4 and ½ miles on a dirt road to reach this property. Navajo County does its best to maintain this road, but if the traffic increases because of the commercial property having events here the road will become quickly impassable, or this will put added pressure on the County to maintain much more frequently.

There are also concerns about fire. We have been through forest fires before, and the people in our subdivision are aware that our deed restrictions do not allow open fires...period. We have no way to keep large groups at weddings and events from starting outdoor fires, especially when obviously these events typically involve alcohol consumption. We have a very old well water system with no outside fire hydrants available at this time. If one small fire gets out of control then our homes are likely gone.

These are some of my concerns and I know I speak for many of our neighbors as well. **We appeal to you to deny this special use permit and any future variances that may be applied for**, for the sake of the serenity, welfare, and safety of our little community and our surrounding neighbors.

Thank you for your attention and consideration in this matter.

Sincerely,

*Colleen M. Kulpa*

Address: 5526 N Forest Dr.

Pinedale AZ 85934  
(Pinedale Estates)

mailing address:  
2784 W. Rudasill Rd  
Tucson, AZ 85741



August 6, 2024

Planning-Navajo County  
P. O. Box 668  
Holbrook, Arizona 86025

Attn: Cory Cooper

We are writing to express our strong opposition to the proposed "Special Use Permit" for the property at 5557 Aurelio Way in Pinedale, AZ to allow Weddings and Large Events on this residential property. We believe this project would be detrimental to the impact on our small rural community.

First and foremost, the water well for our community is already strained where some days we have no water at all. Zachary and Erica Markham, owners of this residence would like events on this property to allow up to 120 people with the main house having six bathrooms.

Pinedale's road is unpaved and is already a challenge to drive on most days and with the increased traffic congestion would make it even worse. Grading of the road is infrequent and much of the road has a washboard surface.

The noise pollution coming from that home already being used as an Air b&b is so loud that our windows vibrate from their loud music.

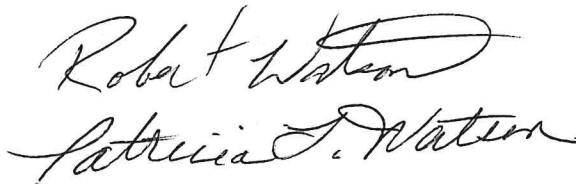
Residents of Pinedale moved to this rural community for peace and quiet from the big cities of Arizona and to enjoy nature and wildlife. The Markham's do not live at this residence but reside in Alaska during the summer and Gilbert the rest of the year. Our wildhorses have already been chased off by kids on ATV's some of them being under of the age of 10 with small children as their passengers with zero adult supervision. These children don't care if you are walking with your pet, child or grandchild on the road as they seem to think they are in the country and can do whatever they please and then leave.

We are 4 miles south of Pinedale itself where this event place would be built and there is no law enforcement here that drives down our road to see what is going on in our neighborhood.

With 120 people they want to have on this residential property there will be drunks and rowdy groups doing whatever they want to our forest and community because they don't care...they don't live here.

In conclusion, we strongly urge you to not let this large business move into our rural community. We believe it is simply not the right fit for this area. A huge event center is simply not in keeping with the character of our community.

Thank You,  
Robert & Patricia Watson  
P. O. Box 1083  
Pinedale, AZ 85934

Handwritten signatures of Robert and Patricia Watson. The signature for Robert is written in a cursive style, and the signature for Patricia is also in cursive, appearing below Robert's.

August 17, 2024 cm

Dear Navajo county planning board members,

I wanted to share with you some concerns I have about White Whale Properties dba Rock Creek Ranch in Pinedale, Arizona's request for a special use permit for events and weddings.

As you know, Pinedale and Pinedale Estates are small, rural, residential communities bordered by Apache Sitgraves National Forest.

Currently the 5 miles of Pinedale Road and Rim Drive from Highway 260 to the forest border ( 4 miles of which are unpaved) are maintained by Navajo County. Road Supervisor George Amador has done an excellent job in maintaining these roads but an influx of 125 people on a regular basis not including construction crews etc will make it very difficult to maintain these roads. And what about the chance of accidents with the cattle that roam our roads, most of which are black and very difficult to see at night?

Another concern I have is the possibility of fire hazard. How can we be certain that large groups of visitors will adhere to Forest restrictions such as no smoking outside of their vehicles or enclosed building, or where will they park their vehicles where there is no tall, dry grass? Will the Clay Springs/Pinedale Fire Department be able to handle this increased fire danger and/ or emergency medical situations?

Another concern is the shortage of water. Currently Pinedale Estates and the properties directly across the wash - this includes Rock Creek Ranch -operate on a very old Domestic Water Improvement District (DWID). Water shortages have occurred in the past especially on weekends when visitors and/or part-time residents increase the water usage. Will there be enough water for large groups? It's very doubtful.

As you know Navajo County is a very large county with a limited number of sheriff deputies. How long would it take law enforcement to arrive should a law enforcement situation occur?

In conclusion, I asked you to seriously consider the points I've raised and deny the special use permit for White Whale Properties dba Rock Creek Ranch in Pinedale, Arizona.

Thank you for your consideration.

Sincerely,

  
Steve and Carri Marzullo

5523 Deer Run Road

Pinedale Estates, Arizona 85934

928-242-9245 or [merrycarri@hotmail.com](mailto:merrycarri@hotmail.com)

cc: George Amador

Planning Navajo County  
PO Box 668  
Holbrook, AZ 86025

Aug. 08, 2024

It has been brought to my attention that Zachary and Erica Merkhham who own property at 5557 Aurelito Way DBA Rock Creek Ranch Arizona have approached the county for permission or applied for a special use permit to allow for weddings and large events on their property near Pinedale Estates, Navajo County AZ

For the record we oppose this requested permit use for the following reasons:

My home is approximately 1/2 mile from the requested permit location. Several weeks ago (maybe a little longer) there was a wedding party (or some formal dress gathering) at that location on a weekend. At my home I could hear loud music playing, loud voices, shouting and the occasional vehicle starting and driving rapidly away. In general, substantial amount and level of noise uncommon to our neighborhood.

I purchased my home In Pinedale Estates after retiring from 26 years of service with the Coolidge Police Department, during which time I was also privileged to serve with the Medical Services Division as an EMT and the volunteer Fire Department as a firefighter. Some of the worst calls for service originated from such large gatherings and you should know as well as I do if alcohol is also allowed on property, either served by the proprietor or brought by the guests (be honest it will be there somehow) the odds of some sort of conflict expands exponentially. I've been there done that, and it can rapidly get way out of hand. Since we do not have residential law enforcement services in this part of the county it could lead to serious injuries or even death should that happen. **It is a public safety hazard to approve this request.**

In addition to this enormous risk, I'm sure you are aware that our location in a heavily forested area as a true risk to fire danger. Our brave fire fighters and forest service workers barely kept our community from destruction by the Rodeo-Chediski Fire, an incident we wish to never face again.

Our community does not have fire hydrants at this time and ample water to individually address a large fire is not available and could lead to the loss of many homes.

We have dirt roads in the community managed by the county and forest service and frankly not graded often enough so the roads are rough and bumpy. While generally clear from debris except wild life, we have all heard of fires started by a hot Catalytic converter, dragging trailer chains and general carelessness by non-forest minded city dwellers who may be attending such events. They just don't know how easy it is to start a divesting fire!

As I stated before, this is my retirement home and community. The bright lights, music, sometimes large influx of people and traffic truly disrupt the serenity and calmness of my home and our community. During summer months we already have an influx of visitors in the area to get a break from the heat of the valley. All good and fine especially if they are staying with residents and have been made aware of noise control, trash disposal, vehicle speed and personal property issues. But often party goers are just not aware of the problem that they create, here today gone tomorrow. ATV and off road vehicle traffic increases during this time as well and frequently operated by underage not licensed drivers. Having a large event venue in the area creates a multitude of potential hazards.

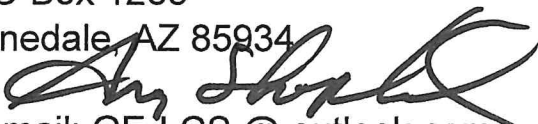
Mr. Markham states he believes having a large event venue here would have a large impact on the area, and I agree it will, **but it would be mostly negative**, dangerous, and imposing on the residents that came here for the joy of a quiet peaceful life. Not to mention the impact on wildlife in the area, I occasionally have deer grazing on the grass in my yard, several visits from wild horses passing through the area not to mention a free range cow cutting through my lot every once in a while. All joys of a rural life and all could be destroyed by simply granting this permit! Please deny the request

Respectfully submitted for your consideration,

Greg and Lana Shepherd

PO Box 1265

Pinedale, AZ 85934



E-mail: GE-LCS @ outlook.com

Contact for further comment if you wish

August 2, 2024

To Whom it May Concern,

My name is Martha Stine and I am the oldest member of Pinedale Estates. I am 92 years old and have lived here for 40 years. My (deceased) husband and I built our home in 1984. We were one of the first couples to build a home in this beautiful, quiet subdivision.

It has come to my attention that Zachary and Erica Markham of White Whale Properties DBA Rock Creek Ranch Arizona are applying for a special use permit allowing weddings and events on their property with plans to expand.

I would like to respectfully object to this special permit. This change certainly would affect all the property owners in Pinedale Estates and not in a positive way.

Our homeowners know that we have deed restrictions and for the most part abide by our current restrictions. In the event of a problem, we have an HOA that will represent us if needed. Who would oversee large events to ensure our safety? Fires get out of control in minutes, and we do not have a large well water storage or any fire hydrants in the Pinedale Estates subdivision.

Our dirt road cannot take much more traffic than we currently have for our residents. Adding more traffic for big events can only be a headache for us and for the County who have difficulty keeping our dirt road maintained already.

Then there is the noise level that big events and weddings have on our peaceful community, as well as bringing many strangers out here. Our Sheriffs Dept. is already spread thin and is almost never able to be present out here.

I hope you will consider the current residents wishes and deny their request to make this a commercial enterprise next to our quiet neighborhood.

Thank you so much,

Martha Stine

A handwritten signature in black ink that reads "Martha Stine". The signature is written in a cursive, flowing style.

Navajo County Planning & Zoning

PO Box 668

Holbrook, AZ 86025

Dana Mead

PO Box 1112

Pinedale, AZ 85934

To Whom it May Concern,

I am writing in regard to the property listed at 5557 Aurelio Way, Show Low, AZ 85901 also known as White Whale Properties Travel Platform listed at Travel White Whale.com and also known as Rock Creek Ranch Arizona listed at Airbnb.com.

This property is directly across the street from our home of 29+ years. My husband and I moved and built our home here to be in a quiet and serene area. Most of the neighbors in the subdivision of 200 + lots did their due diligence before purchasing and found this quiet place for (mostly) retirees to spend their final years in a peaceful place out of the city.

This Commercial business now threatens to impact our neighborhood and is asking for a special permit from Navajo County to allow weddings and events at the property. There have already been numerous events at this property with large groups, DJs blasting loud music outside, and temporary lights keeping the forest shining into the wee hours of the night. The property is lower than ours and it forms a natural outdoor amphitheater which makes it sound like they are on our front porch!

It is also 4 and ½ miles on a dirt road to reach this property. The County does its best to maintain this road but if the traffic increases because of the Commercial Property having events here the road will become quickly

impassable. Or this will put added pressure on the County to maintain much more frequently.

There are also concerns about fire. We have been through forest fires before and the people in our subdivision are aware that our deed restrictions do not allow open fires...period. How do we keep large groups at weddings and events from starting outdoor fires especially when obviously these events involve alcohol consumption. We have a very old well water system with no outside fire hydrants available at this time. One small fire that gets-out of control and our homes are gone.

These are some of my concerns and I know I speak for many of our neighbors as well. We appeal to you to deny this special use permit and any future variances that may be applied for, for the sake of the serenity, welfare, and safety of our little community and our surrounding neighbors.

Thank you for your attention and consideration in this matter.

Dana Mead

928 739 4104

5540 Forest Drive N.

Pinedale Estates

Pinedale, AZ 85934

A handwritten signature in black ink, appearing to read "Dana Mead", written over the printed name.

## Tyler Richards

---

**From:** Linda <lindy17@cox.net>  
**Sent:** Thursday, August 22, 2024 3:54 PM  
**To:** Planning  
**Subject:** Objection for White whale Properties/Rock Creek Ranch Permit/Zachary and Erica Markham  
**Attachments:** Pinedale letter.docx

Some people who received this message don't often get email from lindy17@cox.net. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

To : Navajo County Planning Dept.

Regarding: a Travel Resort bordering Pinedale estates /White Whale Properties/Rock Creek Ranch/Zachary and Erica Markham

This is in response to a special use permit for 5557 Aurelio Way with owners Zachary and Erica Markham. We live across the street in Pinedale Estates.

For common sense reasons we oppose the special use permit. The reasons are:

- **ROAD:** There is over 5 miles of gravel road with no marked traffic lanes. Problems of wash-boarding, slippery when wet, sliding and fishtailing on the loose gravel making this road dangerous for those who do not frequent this area. Especially those who are impaired. Guests in the area also let unlicensed young drivers use recreational vehicles. Drivers use both sides of the road to compensate for rough roads and slide off the road into ditches. The road conditions endanger themselves and others.
- **FREE RANGE:** The 5 miles I am talking about is also an open range with watering facilities that are by the road. There is above normal wildlife especially elk and deer. Many of the cattle are black which makes them almost impossible to see at night and many have calves. People not accustomed to this fact don't know the danger and unpredictability of these animals.
- **POLICE, FIRE, AND MEDICAL EMERGENCY:** There are no police to call on when participants get noisy. There is no authorities to stop ATVs with "young" drivers using Pinedale Estate roads as driver training roads/raceways. These ATV drivers go around, then around and around again—there are few other roads for them to play



on. They also take shortcuts through properties. This raises dust, noise and danger to walkers/hikers. There are no water hydrants in this area for fire fighters to use.

- WATER: Pinedale Estates has a limited amount of water. The higher up you go the less the water pressure is. We also have a quality water issue that they are trying to solve. Before getting a permit, the water issue needs to be addressed.

The saying “don’t listen to what they are saying but pay attention to what they are doing.” This facility has already had large parties. They have not controlled the crowd. They have not shut down the party at an appropriate time. The ATVs are everywhere. Pinedale Estates has established a quiet peaceful setting. What we have had is dust, noise, and dangerous driving.

We appreciate your attention to this matter.

Kirk and Linda Lewis

To : Navajo County Planning Dept.

Regarding: a Travel Resort bordering Pinedale estates

This is in response to a special use permit for 5557 Aurelio Way with owners Zachary and Erica Markham. We live across the street in Pinedale Estates.

For common sense reasons we oppose the special use permit. The reasons are:

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- **FREE RANGE:** The 5 miles I am talking about is also an open range with watering facilities that are by the road. There is above normal wildlife especially elk and deer. Many of the cattle are black which makes them almost impossible to see at night and many have calves. People not accustomed to this fact don't know the danger and unpredictability of these animals.
- **POLICE, FIRE, AND MEDICAL EMERGENCY:** There are no police to call on when participants get noisy. There is no authorities to stop ATVs with "young" drivers using Pinedale Estate roads as driver training roads/raceways. These ATV drivers go around, then around and around again—there are few other roads for them to play on. They also take shortcuts through properties. This raises dust, noise and danger to walkers/hikers. There are no water hydrants in this area for fire fighters to use.
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that they are trying to solve. Before getting a permit, the water issue needs to be addressed.

The saying “don’t listen to what they are saying but pay attention to what they are doing.” This facility has already had large parties. They have not controlled the crowd. They have not shut down the party at an appropriate time. The ATVs are everywhere. Pinedale Estates has established a quiet peaceful setting. What we have had is dust, noise, and dangerous driving.

We appreciate your attention to this matter.

Kirk and Linda Lewis

Navajo County Planning & Zoning  
PO Box 668  
Holbrook, AZ 86025

Navajo County Planning and Zoning,

I am writing regarding the property listed at 5557 Aurelio Way, Pinedale Estates, also known as White Whale Properties Travel Platform listed at Travel White Whale.com and also known as Rock Creek Ranch Arizona listed at Airbnb.com.

This property is directly across the street from our quiet neighborhood.

This commercial business now threatens to impact our neighborhood and is asking for a special permit from Navajo County to allow weddings and events at the property. There have already been numerous events at this property with large groups, DJs blasting loud music outside, and temporary lights keeping the forest shining into the wee hours of the night. ~~The property is in a little valley and it forms a natural outdoor amphitheater which makes it sound like they are on our front porch!~~


It is also 4 and ½ miles on a dirt road to reach this property. Navajo County does its best to maintain this road, but if the traffic increases because of the commercial property having events here the road will become quickly impassable, or this will put added pressure on the County to maintain much more frequently.

There are also concerns about fire. We have been through forest fires before, and the people in our subdivision are aware that our deed restrictions do not allow open fires...period. We have no way to keep large groups at weddings and events from starting outdoor fires, especially when obviously these events typically involve alcohol consumption. We have a very old well water system with no outside fire hydrants available at this time. If one small fire gets out of control then our homes are likely gone.

These are some of my concerns and I know I speak for many of our neighbors as well. **We appeal to you to deny this special use permit and any future variances that may be applied for**, for the sake of the serenity, welfare, and safety of our little community and our surrounding neighbors.

Thank you for your attention and consideration in this matter.

Sincerely,

  
Mark W. Hughes

Address: 5523 Quail Run

Pinedale, AZ. 85934

P.O. Box 1048

Navajo County Planning & Zoning  
PO Box 668  
Holbrook, AZ 86025

Navajo County Planning and Zoning,

I am writing regarding the property listed at 5557 Aurelio Way, Pinedale Estates, also known as White Whale Properties Travel Platform listed at Travel White Whale.com and also known as Rock Creek Ranch Arizona listed at Airbnb.com.

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It is also 4 and ½ miles on a dirt road to reach this property. Navajo County does its best to maintain this road, but if the traffic increases because of the commercial property having events here the road will become quickly impassable, or this will put added pressure on the County to maintain much more frequently.

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These are some of my concerns and I know I speak for many of our neighbors as well. **We appeal to you to deny this special use permit and any future variances that may be applied for**, for the sake of the serenity, welfare, and safety of our little community and our surrounding neighbors.

Thank you for your attention and consideration in this matter.

Sincerely,

*Carol S. Bedal*

*Charles W. Bedal*

Address: 591 Ridge Dr. East  
Pinedale Estates, AZ  
85934

## Tyler Richards

---

**From:** Mary FEDERICO <mif23@msn.com>  
**Sent:** Wednesday, August 28, 2024 3:33 PM  
**To:** Planning  
**Subject:** Don't want permit for 5557 Aurelio Way!

Some people who received this message don't often get email from mif23@msn.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

**We are writing you to let you know that we are apposed to letting these people have a permit to be able to have**

**Large parties, weddings, air B& B rentals, etc!**

**We have property @ 5518 Quail Run which is just down the road from the ones requesting the permit, and we strongly feel this would bother the animals we have around the area!! We love to sit outside and watch them coming around the area! It's where they live, ALSO!**

**We love our quiet neighborhood and never have to worry about loud noise, loud music, loud voices to bother all of us! This is why we purchased our property for this reason....it is or HAS been a very serene area to enjoy the**

**Atmosphere and the animals that we share in Pinedale Estates.**

**We are sure this would be very upsetting to all who live in our beautiful, quiet, serene area and we hope you will receive many requests from others (many) who enjoy the quiet and beautiful Pinedale Estates, and want to keep as it has been.**

**We plead to you, to take everyone's feelings into account and let us all keep the serenity we have enjoyed since**

**Making the choice to buy here and live here!**

**Your understanding of how strongly we feel about this and taking into consideration our concerns, would be greatly appreciated.**

**Thanking you in advance,  
Gil & Mary Federico**

Navajo County Planning & Zoning

PO Box 668

Holbrook, AZ 86025

Navajo County Planning and Zoning,

I am writing regarding the property listed at 5557 Aurelio Way, Pinedale Estates, also known as White Whale Properties Travel Platform listed at Travel White Whale.com and also known as Rock Creek Ranch Arizona listed at Airbnb.com.

This property is directly across the street from our quiet neighborhood.

This commercial business now threatens to impact our neighborhood and is asking for a special permit from Navajo County to allow weddings and events at the property. There have already been numerous events at this property with large groups, DJs blasting loud music outside, and temporary lights keeping the forest shining into the wee hours of the night. The property is in a little valley and it forms a natural outdoor amphitheater which makes it sound like they are on our front porch!

It is also 4 and ½ miles on a dirt road to reach this property. Navajo County does its best to maintain this road, but if the traffic increases because of the commercial property having events here the road will become quickly impassable, or this will put added pressure on the County to maintain much more frequently.

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Thank you for your attention and consideration in this matter.

Sincerely,



Address: 5530 Forest Dr S  
Pinedale AZ 85934

Navajo County Planning & Zoning  
PO Box 668  
Holbrook, AZ 86025

Navajo County Planning and Zoning,

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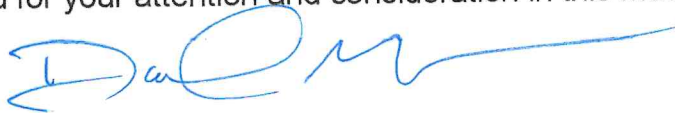
It is also 4 and ½ miles on a dirt road to reach this property. Navajo County does its best to maintain this road, but if the traffic increases because of the commercial property having events here the road will become quickly impassable, or this will put added pressure on the County to maintain much more frequently.

There are also concerns about fire. We have been through forest fires before, and the people in our subdivision are aware that our deed restrictions do not allow open fires...period. We have no way to keep large groups at weddings and events from starting outdoor fires, especially when obviously these events typically involve alcohol consumption. We have a very old well water system with no outside fire hydrants available at this time. If one small fire gets out of control then our homes are likely gone.

These are some of my concerns and I know I speak for many of our neighbors as well. **We appeal to you to deny this special use permit and any future variances that may be applied for**, for the sake of the serenity, welfare, and safety of our little community and our surrounding neighbors.

Thank you for your attention and consideration in this matter.

Sincerely,



Address: 5557 Rim Rd  
Pinedale, AZ 85934

MAIL: 4147 E Meadow Creek Way  
San Tan Valley, AZ 85140



Navajo County Planning & Zoning

PO Box 668

Holbrook, AZ 86025

Navajo County Planning and Zoning,

I am writing regarding the property listed at 5557 Aurelio Way, Pinedale Estates, also known as White Whale Properties Travel Platform listed at Travel White Whale.com and also known as Rock Creek Ranch Arizona listed at Airbnb.com.

This property is directly across the street from our quiet neighborhood.

This commercial business now threatens to impact our neighborhood and is asking for a special permit from Navajo County to allow weddings and events at the property. There have already been numerous events at this property with large groups, DJs blasting loud music outside, and temporary lights keeping the forest shining into the wee hours of the night. The property is in a little valley and it forms a natural outdoor amphitheater which makes it sound like they are on our front porch!

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Thank you for your attention and consideration in this matter.

Sincerely,

*Sabrina Houle*  
Sabrina Houle

Address: 5520 Forest Dr N

Pinedale, AZ  
85934

Navajo County Planning & Zoning

PO Box 668

Holbrook, AZ 86025

Navajo County Planning and Zoning,

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Thank you for your attention and consideration in this matter.

Sincerely,

Address: 577 Ridge DR West  
Pinedale Estates

Navajo County Planning & Zoning

PO Box 668

Holbrook, AZ 86025

Navajo County Planning and Zoning,

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Thank you for your attention and consideration in this matter.

Sincerely,

*Thomas A Beale (Lot 88)*

Address: 6238 W. Sierra St  
Glendale, Az 85304

Navajo County Planning & Zoning  
PO Box 668  
Holbrook, AZ 86025

Navajo County Planning and Zoning,

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Thank you for your attention and consideration in this matter.

Sincerely,

STELE MAZZULLO 

Address: PO Box 958 OR  
5523 Deer Run Road  
Pinedale, AZ 85934

Navajo County Planning & Zoning

PO Box 668

Holbrook, AZ 86025

Navajo County Planning and Zoning,

I am writing regarding the property listed at 5557 Aurelio Way, Pinedale Estates, also known as White Whale Properties Travel Platform listed at Travel White Whale.com and also known as Rock Creek Ranch Arizona listed at Airbnb.com.

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Thank you for your attention and consideration in this matter.

Sincerely,

Gary + Beverly Van Horn  
Horn

Address: 5522 BlueJay

Pinedale, AZ 85934-1202

8-22-24

P.O. Box 1202

Pinedale, AZ 85934-1202

## Tyler Richards

---

**From:** Nichole Hendricks <nhendricks.woot@gmail.com>  
**Sent:** Thursday, August 29, 2024 1:19 PM  
**To:** Planning  
**Subject:** Letter of Objection  
**Attachments:** To the Navajo County Planning Department.docx

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Some people who received this message don't often get email from nhendricks.woot@gmail.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

To Whom it May Concern:

Please view the attached letter of objection to 5557 Aurelio Way (White Whale Properties - Rock Creek Ranch AZ) in Pinedale Estates AZ.

Thank you for your time,

Nichole Hendricks & Shawn Brantley

## Tyler Richards

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**From:** Kathryn Odland <kpf108@gmail.com>  
**Sent:** Tuesday, August 27, 2024 10:17 AM  
**To:** Planning  
**Subject:** [SUSPECTED SPAM] Support for Special Use Permit Application White Whale Properties  
– 5557 Aurelio Way

Some people who received this message don't often get email from kpf108@gmail.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

Good Afternoon County Planner's Office,

I hope this message finds you well. My name is Kathryn Odland, and I am the owner of the property located at 561 Rim Dr., which is adjacent to 5557 Aurelio Way, Show Low 85901, where White Whale Properties is seeking a Special Use Permit.

I am writing to express my full support for their application. It is my understanding that this permit will allow them to enhance their property in a way that facilitates the creation of memorable experiences. Events and weddings bring families together and build community. Events and weddings also support local small businesses and the local economy.

Given the positive impact this project is expected to have, both in terms of community engagement and the enrichment of our local area, I wholeheartedly support the approval of their Special Use Permit application.

Thank you for considering my support. If you require any further information or would like to discuss this matter in more detail, please feel free to contact me.

I would greatly appreciate it if you could confirm receipt of this email.

Best regards,

Kathryn Odland  
Owner, 561 Rim Dr.  
480-907-4884

[Kpf108@gmail.com](mailto:kpf108@gmail.com)

To the Navajo County Planning Department.

We are filing a letter of objection against Zachary and Erica Markham who own the property at 5557 Aurelio Way also known as White Whale Properties; Doing business as Rock Creek Ranch Arizona. It has come to our attention that they have requested a special use permit to allow large events and weddings on their property. We have several issues with this as they have already held weddings on the property without any permits and the experience was less than desirable.

The first issue we would like to address is the noise level. We live approximately a quarter of a mile from White Whale Properties (Rock Creek Ranch Arizona), the last two events that were held at their property we could hear the noise inside of our house at 522 Elk Dr. This is completely unacceptable, and shows a lack of respect to the community. The noise level will have a negative effect on property values as no one wants to live next to a venue like this. There have been safety issues surrounding spooked livestock due to the noise level produced by Zachary and Erica Markham's large party venue. Our neighbor was in a stall with a horse, at the property next to the venue, when the PA system cracked off and spooked the horse, putting our neighbor's life at risk. This is dangerous for the livestock and community members. The noise level will definitely have an adverse effect on wildlife and livestock in the area, as well as the increase of traffic.

The next issue is the dirt road that we must travel to get home, it cannot take an increase in traffic. Rim Rd is already poorly maintained and an increase in traffic will make it much worse than it already is. Our neighborhood roads are rarely maintained and this increase in traffic will cause further damages and more potential safety issues. The forest access roads are already in rough condition, and further wear and tear could pose issues should the forest service need to access parts of the forest to maintain, preserve and possibly put fires out in our National Forest. The current infrastructure of this community cannot sustain the level of increased traffic and population this venue will bring, therefore more county resources will be needed.

We are also concerned about the large parties that they are planning to have at the venue. Large crowds tend to get out of control especially when alcohol or drugs are involved, and we do not have law enforcement in this community. We would need to contact the Sheriff's Office and it would take them a substantial amount of time to reach us. There are many elderly community members living here full-time that are at risk in the event these parties get out of control, as this venue is not a monitored site. There have already been party goers at this venue who have trespassed on private property and have messed with community members' livestock and pets. The large crowds that Zachary and Erica Markham would like to invite to our community will also increase the fire danger due to irresponsibility of their party goers. We do not have fire hydrants in our community, and our water system is old and limited so the smallest fire could get out of control before anything could be done to put it out. The large crowds, increase in traffic, and the ridiculous noise level will most certainly have an adverse effect on the wildlife, community members, as well as the free range cattle in the forest.



We are already dealing with underage children operating unlicensed ATVs and quads in an irresponsible manner, this venue is going to make that problem even worse. The residents of our community walk the neighborhood roads with leashed pets, small children, and strollers. This behavior is highly dangerous for us, our neighbors, and our friends. It is also illegal to operate an unlicensed vehicle on a county road especially when it's a minor with no driver's license. This will also increase the risk of traffic accidents for residents that are using these roads for our daily business such as commuting to and from work. These are legitimate safety concerns that cannot be ignored.

This venue will be highly invasive to the residents of our community. Zachary and Erica Markham claim it will be a benefit to the community, however that could not be further from the truth. This will be a burden imposed on an entire community by Zachary and Erica Markham who will not have to endure the burden they imposed for the sole purpose of making a profit. We moved out here, like the rest of the community members, because this community is quiet, serene and abundant with wildlife. It is absolutely unacceptable and shows a complete lack of integrity for this to be taken away from an entire community by Zachary and Erica Markham. This community's greatest asset and wonder is the National Forest, peace and wildlife which is now in danger of being devastated and taken away from the residents and those who seek to enjoy our beautiful National Forest. The history, tradition and way of life out here is being severely threatened by Zachary and Erica Markham, who fail to understand the burden they are about to impose on an entire community, that they will not have to endure themselves as they do not live here. Even their listing on Zillow and in their letter invitation to a meeting (that only few and select community members received) they list their address as Show Low and not Pinedale, which adds insult to injury regarding their blatant ignorance, lack of consideration, devaluation and disrespect to this community (Exhibit A).

The Markhams have already, and continued to help themselves to our community, our way of life and limited resources with zero consideration. We adamantly object to this party venue and any special use permits that the Matkhams have or will request.

Feel free to contact us.

Nichole Hendricks  
Ph# (928) 369-6573  
Email [nhendricks.woot@gmail.com](mailto:nhendricks.woot@gmail.com)



Shawn Brantley  
Ph# (928) 358-3868  
Email [brantleyshawn717@gmail.com](mailto:brantleyshawn717@gmail.com)



meetings,

Exhibit A

We are Zachary and Erica Markham, and we own the property at 5557 Aurelio Way Show Low, AZ 85901 here in Pinedale. We currently use our property as a vacation rental for nightly guests as well as using it as our own personal cabin when time allows.

We'd like to talk to you about a special use permit that we've requested from Navajo County. Due to the frequent requests we receive to allow weddings at our property, we're hoping to obtain the correct permitting to allow events at our property.

We have proposed a plan to the county for events and weddings and we've made sure to keep the community in mind to make sure the noise levels are kept to a minimum and that the events are within certain occupancy and time parameters.

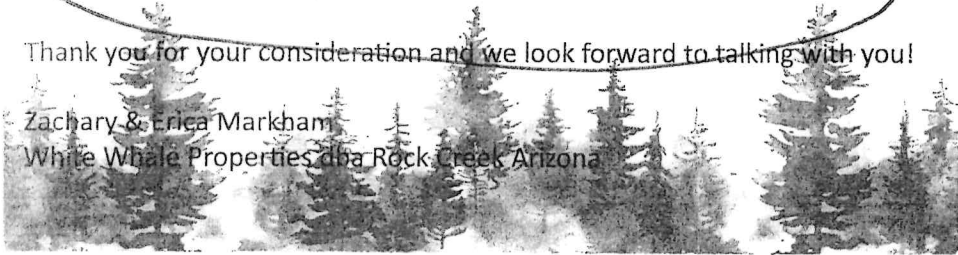
We believe this special use permit will positively impact the community. Weddings will bring many families that will be looking for additional lodging in the area. Many (and possibly your property) in Pinedale are rented out nightly. Also, we will be investing more money into our property to make it even more appealing to those who drive by and see it.

If you would like to know more about our plans and the permit we've requested we're hosting a neighborhood community meeting on the front lawn at our property on Monday, August 5th, 2024.

Meeting Location – 5557 Aurelio Way Show Low, AZ 85901  
Day and Time – Monday, August 5th, 8:30 am – 9:00 am (or until all questions are answered)

Thank you for your consideration and we look forward to talking with you!

Zachary & Erica Markham  
White Whale Properties dba Rock Creek Arizona



To the Navajo County Planning Department.

We are filing a letter of objection against Zachary and Erica Markham who own the property at 5557 Aurelio Way also known as White Whale Properties; Doing business as Rock Creek Ranch Arizona. It has come to our attention that they have requested a special use permit to allow large events and weddings on their property. We have several issues with this as they have already held weddings on the property without any permits and the experience was less than desirable.

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Nichole Hendricks  
Ph# (928) 369-6573  
Email [nhendricks.woot@gmail.com](mailto:nhendricks.woot@gmail.com)



Shawn Brantley  
Ph# (928) 358-3868  
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We have proposed a plan to the county for events and weddings and we've made sure to keep the community in mind to make sure the noise levels are kept to a minimum and that the events are within certain occupancy and time parameters.

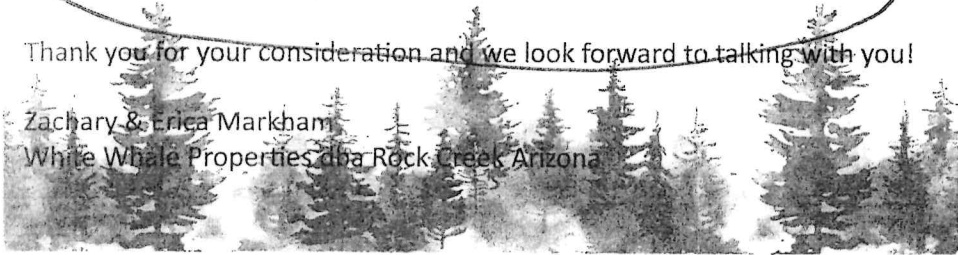
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If you would like to know more about our plans and the permit we've requested we're hosting a neighborhood community meeting on the front lawn at our property on Monday, August 5th, 2024.

Meeting Location – 5557 Aurelio Way Show Low, AZ 85901  
Day and Time – Monday, August 5th, 8:30 am – 9:00 am (or until all questions are answered)

Thank you for your consideration and we look forward to talking with you!

Zachary & Erica Markham  
White Whale Properties dba Rock Creek Arizona



Navajo County Planning and Zoning  
PO Box 668  
Holbrook, Arizona 86025

*August 26, 2024*  
Navajo County Planning and Zoning,

I am writing to you because of our concern of a business license being applied for at the location of 5557 Aurelio Way. This commercial enterprise would be located within a residential neighborhood of Pinedale Estates and adjacent to the National Forest.

Please allow me to state my concerns as to why this business license should not be approved. Once you turn south off the 260 and onto Pinedale Road, you will notice important entities. Pinedale Road is a Two lane road that is small in width. You will also notice that the speed limit is 25 mph. Lastly, you have to travel thru a narrow bridge that is the only cover bridge in the State of Arizona per Arizona Highways Magazine.

After the bridge you will drive through Pinedale proper, which is totally residential ,with children playing and riding their bikes on the same and only paved Road in the area. After traveling on this road for about 2 miles, this paved road turns into a dirt road, Rim Road.. This dirt road with all of it's ruts, hills, turns, as well as cars billowing dust continues at a speed limit of 25 mph for the next 4 miles. By the way, this dirt road has been road graded only once since April 2024. This dirt road then goes thru designated camp sites, Pinedale Estates, past Aurelio Way, and proceeds into the National Forrest. In this area there also are young children playing and riding their bikes in the roadway. Oh, and when it rains, the road becomes one continuous avenue of sloppy mud.

Hopefully you can tell that a business located at 5557 Aurelia Way is not conducive to the area. I strongly doubt that any patron to business at this location will adhere to 25 mph speed limit. The possibility that the road would be maintained on a weekly basis is questionable. That an event business serving alcohol to patrons who then have to drive on this dirt will do so in a safe manner is extremely questionable and precarious. If nothing else, the Sheriff's department would have to maintain a presence throughout the roadway distance for the safety of the patrons as well as the affected communities.

In view of this request, maybe it would be best if personnel of Navajo County Planning and Zoning drove from 260 onto Pinedale Road thru the covered bridge, down the road past the community of Pinedale, onto the dirt road, past the campground, and thru Pinedale Estates to 5557 Aurelia Way while maintaining a 25 mile per hour speed limit. In fact, one should do this twice. Once sober and then one time after consuming alcohol at an event.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Rukasin", with a date "8/26/24" written below it.

Mike Rukasin  
563 S. Spruce Drive  
Pinedale, Arizona 85934  
[tucpine@gmail.com](mailto:tucpine@gmail.com)  
928-739-0081

Navajo County Planning & Zoning  
PO Box 668  
Holbrook, AZ 86025

Navajo County Planning & Zoning,

I am writing regarding the property listed at 5557 Aurelio Way, Pinedale Estates, also known as White Whale Properties Travel Platform listed at Travel White Whale.com and also known as Rock Creek Ranch Arizona listed at Airbnb.com

The above-named property is directly across the street from our quiet residential neighborhood. This commercial business now threatens to impact our neighborhood and is asking for a special permit from Navajo County to expand to allow weddings and events at the property. **I am writing to appeal to you to DENY this special use permit and any future variances that may be applied for**, for the welfare and safety of our little community.

The members of our HOA are aware of deed restrictions regarding open fires. This property is adjacent to our HOA, but not part of it. There is no way for us to prevent large groups and events from starting outdoor fires, whether purposefully or accidental. Our well water system is old and not equipped to fight fires. One small fire that gets out of control could easily destroy all of our homes. (We know this personally as our house is on property that was burned in the Rodeo-Chedeski fire of 2002.) The nearest volunteer fire station is over 4 miles away, and another 7 miles further to the next one capable of helping us with an out-of-control fire. There are no fire hydrants and no easy way to get water out here in this case.

Another concern I have is regarding our water system specifically. In the 9 plus years that we have lived here, there have been frequent water outages and other issues with the old well system. Our water company is working hard to alleviate these issues, make repairs, and find a new well site, however the current system CANNOT handle doubling the water use. As it stands, our house on the hill loses water pressure in the summertime and on weekends when more residents are around. Adding large groups using more water at the other end of the neighborhood will mean we potentially have NO water for washing dishes or flushing toilets.

As a mother, I also have added safety concerns. My young children and I frequently walk, run, and bike around our neighborhood. The massive increase in traffic could mean more accidents to the families and pets that like to enjoy the streets of our quiet neighborhood. White Whale Properties advertises itself as ATV friendly, but they don't monitor the drivers of those vehicles, who are already frequently speeding through our streets and around blind curves near the property.

While I am certain that owners Zachary and Erika Markham have rental policies in place for their guests, they are not around to personally enforce those policies during those times. Multiple events that have already taken place have had excessive noise, bright lights, and minors on ATVs speeding around unsupervised. Many of my neighbors also share these concerns.



---

More people coming out to our neighborhood more frequently will also put extra traffic on our minimally maintained dirt roads. The county road maintenance will need to come out more often to keep the 4.5 miles of dirt road passable for our residents.

I appeal to you to please keep our quiet neighborhood a residential one, and not turn it into a commercial business area. **Please DENY any special use permits or future variances** that would put extra strain on our already taxed neighborhood resources.

Thank you for your consideration in this matter.

Sincerely,

Julie Mead

## Tyler Richards

---

**From:** t <tjborden67@gmail.com>  
**Sent:** Sunday, September 8, 2024 1:28 PM  
**To:** Planning  
**Subject:** Objection letter  
**Attachments:** nav zoning 001.jpg

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Some people who received this message don't often get email from tjborden67@gmail.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

To whom it may concern,

Attached is an objection letter regarding the property listed at 5557 Aurelio Way Pinedale Estates. We 100% disagree with any developments that will destroy the serenity of the surrounding areas around this property. We recently purchased property at 5518 Forest Road North Road in Pinedale estates to build our retirement dream cabin and retire in a quiet serene area. This development and any other development of this type will destroy the ambiance of our neighborhood. We strongly insist your county department refuse any permits requesting this type of development in our community.

Regards,

Tracy J. Borden

Laura B. Borden

## Tyler Richards

---

**From:** Armando Gonzalez <agonz31@outlook.com>  
**Sent:** Sunday, September 8, 2024 5:27 PM  
**To:** Planning  
**Cc:** Lidia3024@gmail.com  
**Subject:** Rock Creek Ranch- objection letter .

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Some people who received this message don't often get email from agonz31@outlook.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

Hello, my name is Armando gonzalez . I am the homeowner at 544 Rim Dr., Pinedale, AZ. I am writing this objection email to state that I object and do not support the request for permit to conduct wedding and large events at the property located at 5557 Aurelio way aka white whale properties . If their permit gets approved, it would greatly affect the safety at our home due to traffic, congestion, and speeding drivers from intoxicated individuals attending these events. It would also disturb the peace and enjoyment of the community at Pinedale estates therefore, I am writing this objection .

Please feel free to reach me at 480-332-0895 thank you.

Get [Outlook for iOS](#)

Navajo County Planning & Zoning  
PO Box 668  
Holbrook, AZ 86025

Navajo County Planning and Zoning,

I am writing regarding the property listed at 5557 Aurelio Way, Pinedale Estates, also known as White Whale Properties Travel Platform listed at Travel White Whale.com and also known as Rock Creek Ranch Arizona listed at Airbnb.com.

This property is directly across the street from our quiet neighborhood.

This commercial business now threatens to impact our neighborhood and is asking for a special permit from Navajo County to allow weddings and events at the property. There have already been numerous events at this property with large groups, DJs blasting loud music outside, and temporary lights keeping the forest shining into the wee hours of the night. The property is in a little valley and it forms a natural outdoor amphitheater which makes it sound like they are on our front porch!

It is also 4 and ½ miles on a dirt road to reach this property. Navajo County does its best to maintain this road, but if the traffic increases because of the commercial property having events here the road will become quickly impassable, or this will put added pressure on the County to maintain much more frequently.

There are also concerns about fire. We have been through forest fires before, and the people in our subdivision are aware that our deed restrictions do not allow open fires... period. We have no way to keep large groups at weddings and events from starting outdoor fires, especially when obviously these events typically involve alcohol consumption. We have a very old well water system with no outside fire hydrants available at this time. If one small fire gets out of control then our homes are likely gone.

These are some of my concerns and I know I speak for many of our neighbors as well. **We appeal to you to deny this special use permit and any future variances that may be applied for**, for the sake of the serenity, welfare, and safety of our little community and our surrounding neighbors.

Thank you for your attention and consideration in this matter.

Sincerely,

*Garrett & Regina Feils*

Address: 563 Ridge Dr. West Pinedale, AZ

Lot 15 & Lot 216

Mailing address  
5258 N. Greenway Cr.  
Mesa, AZ 85205

Navajo County Planning & Zoning

PO Box 668

Holbrook, AZ 86025

Navajo County Planning and Zoning,

I am writing regarding the property listed at 5557 Aurelio Way, Pinedale Estates, also known as White Whale Properties Travel Platform listed at Travel White Whale.com and also known as Rock Creek Ranch Arizona listed at Airbnb.com.

This property is directly across the street from our quiet neighborhood.

This Commercial business now threatens to impact our neighborhood and is asking for a special permit from Navajo County to allow weddings and events at the property. There have already been numerous events at this property with large groups, DJs blasting loud music outside, and temporary lights keeping the forest shining into the wee hours of the night. The property is in a little valley and it forms a natural outdoor amphitheater which makes it sound like they are on our front porch!

It is also 4 and ½ miles on a dirt road to reach this property. The County does its best to maintain this road but if the traffic increases because of the Commercial Property having events here the road will become quickly impassable, or this will put added pressure on the County to maintain much more frequently.

There are also concerns about fire. We have been through forest fires before and the people in our subdivision are aware that our deed restrictions do not allow open fires...period. We have no way to keep large groups at weddings and events from starting outdoor fires, especially when obviously these events involve alcohol consumption. We have a very old well water system with no outside fire hydrants available at this time. If one small fire gets out of control and our homes are gone.

These are some of my concerns and I know I speak for many of our neighbors as well.

**We appeal to you to deny this special use permit and any future variances that may be applied for,** for the sake of the serenity, welfare, and safety of our little community and our surrounding neighbors.

Thank you for your attention and consideration in this matter.

Sincerely,

*Thomas D Otis*  
4542 FOREST DR N.  
PINEDALE ESTATES AZ

## Tyler Richards

---

**From:** David Norton <david-norton@outlook.com>  
**Sent:** Wednesday, September 11, 2024 8:34 PM  
**To:** Planning  
**Subject:** Hearing Comments for 9/26/2024

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

Some people who received this message don't often get email from david-norton@outlook.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

To whom it may concern,

I'm writing in regards to the hearing notice dated for September 26th, 2024 regarding SUP 24-008 White Whale Properties LLC Event Venue Sup District IV. APN#: 409-01-008C, T10N, R20E, S20 of the GSRM. Owner White Whale Properties LLC. Agent: Zachary Markham.

I would like to express my objections and concerns to allow a commercial enterprise of this type to exist in Pinedale and its immediate surroundings. I believe this would be a significant disruption to the peace and living conditions of those in the area. Zoning should be restricted to single family residences.

Pinedale is a small community with one main road through town. The majority of the road into Pinedale Estates is a dirt road that is not maintained frequently enough as is. Residential homes exist along that single dirt road. Allowing for a commercial event venue that would increase traffic would bring noise and dust to those in the community. Additionally, the increased traffic may impact the drivability of the dirt road.

People have bought homes in the Pinedale area to escape the noise and commercial traffic that exists in larger, surrounding areas, including Heber, Lindon, and Show Low. These other towns have areas zoned for commercial venues. White Whale Properties should find a location for their business that is already zoned and conducive for their business, rather than expect an existing community to be disrupted, inconvenienced, and subjected to noise, traffic, and dust.

Noise from the venue is also a concern. Sound carries far in the open country, and a barn would not be able to insulate noise from impacting the homes in the area.

Regards,

Dave Norton  
480-930-0329

## Tyler Richards

---

**From:** Leah Thomas  
**Sent:** Thursday, September 12, 2024 2:43 PM  
**To:** Cody Cooper; Mischa Larisch  
**Subject:** FW: Shared Voicemail (Board of Supervisors)  
**Attachments:** audio.mp3

Hi Cody & Mischa,

This message is for Planning & Development.

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



---

**From:** [V]ELIZABETH FULCO <+19282281836>  
**Sent:** Thursday, September 12, 2024 10:05 AM  
**To:** BOS Group VM <bos.groupvm@Navajo.onmicrosoft.com>  
**Subject:** Shared Voicemail (Board of Supervisors)

**Caution: This email originated from outside of Navajo County.**

You received a voice mail from [\[V\]ELIZABETH FULCO](#).

## Tyler Richards

---

**From:** Greg Shepherd <ge-lcs@outlook.com>  
**Sent:** Saturday, September 14, 2024 10:21 AM  
**To:** Planning  
**Cc:** Greg Shepherd  
**Subject:** Fw: Special Use permit Zachary and Erica Merkhham

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

Some people who received this message don't often get email from ge-lcs@outlook.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

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**This is a copy (updated a little) of the letter I previously sent but did not have the date and agenda item number.**

### **Hearing Date: September 26th. Agenda # SUP 24-008**

Planning Navajo County

PO Box 668

Holbrook, AZ 86025

Aug. 08, 2024

It has been brought to my attention that Zachary and Erica Merkhham who own property at 5557 Aurelito Way DBA Rock Creek Ranch Arizona have approached the county for permission or applied for a special use permit to allow for weddings and large events on their property near Pinedale Estates, Navajo County AZ

For the record we oppose this requested permit use for the following reasons:

My home is approximately 1/2 mile from the requested permit location. Several weeks ago (maybe a little longer) there was a wedding party (or some formal dress gathering) at that location on a weekend. At my home I could hear loud music playing, loud voices, shouting and the occasional vehicle starting and driving rapidly away. In general, substantial amount and level of noise uncommon to our neighborhood.

I purchased my home In Pinedale Estates after retiring from 26 years of service with the Coolidge Police Department, during which time I was also privileged to serve with the Medical Services Division as an EMT and the volunteer Fire Department as a firefighter. Some of the worst calls for service originated from such large gatherings and you should know as well as I do if alcohol is also allowed on property, either served by the proprietor or brought by the guests (be honest it will be there somehow hidden in vehicles or vest flasks if nothing else) the odds of some sort of conflict expands exponentially. I've been there done that, and it can rapidly get way out of hand. Since we do not have residential law enforcement services in this part of the county it could lead to serious injuries or even death should that happen. **It is a public safety hazard to approve this request.**



In addition to this enormous risk, I'm sure you are aware that our location in a heavily forested area as a true risk to fire danger. Our brave fire fighters and forest service workers barely kept our community from destruction by the Rodeo-Chediski Fire, an incident we wish to never face again.

Our community does not have fire hydrants at this time and ample water to individually address a large fire is not available and could lead to the loss of many homes.

We have dirt roads in the community managed by the county and forest service and frankly not graded often enough so the roads are rough and bumpy. While generally clear from debris except wild life, we have all heard of fires started by a hot Catalytic converter, dragging trailer chains and general carelessness by non-forest minded city dwellers who may be attending such events. They just don't know how easy it is to start a divesting fire!

As I stated before, this is my retirement home and community. The bright lights, music, sometimes large influx of people and traffic truly disrupt the serenity and calmness of my home and our community. During summer months we already have an influx of visitors in the area to get a break from the heat of the valley. All good and fine especially if they are staying with residents and have been made aware of noise control, trash disposal, vehicle speed and personal property issues. But often party goers are just not aware of the problem that they create, here today gone tomorrow. ATV and off road vehicle traffic increases during this time as well and frequently operated by underage not licensed drivers. Having a large event venue in the area creates a multitude of potential hazards.

Mr. Markham states he believes having a large event venue here would have a large impact on the area, and I agree it will, **but it would be mostly negative, dangerous, and imposing on the residents** that came here for the joy of a quiet peaceful life. Not to mention the impact on wildlife in the area, I occasionally have deer grazing on the grass in my yard, several visits from wild horses passing through the area not to mention a free range cow cutting through my lot every once in a while. All joys of a rural life and all could be destroyed by simply granting this permit! Please deny the request

Respectfully submitted for your consideration,

Greg and Lana Shepherd

PO Box 1265

Pinedale, AZ 85934

E-mail: GE-LCS @ outlook.com

Contact for further comment if you wish

## Tyler Richards

---

**From:** eazypickn@aol.com  
**Sent:** Friday, September 13, 2024 6:14 PM  
**To:** Planning  
**Subject:** Planning and Zoning meeting 9-26-2024

Some people who received this message don't often get email from eazypickn@aol.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

My name is Marianne Ellertson. My phone number is 480 458-7115.  
This letter is written for the concerns of:

Item number APN# 409-01-008C,T10N, R20E, S20 of the GSRM

On September 26, 2024 there will be a meeting held for SUP24-008 White Whale Properties LLC Event Venue SUP, District IV. There are many concerns about this property getting more development to host more people. The community well is already over burdened and often times we are without any water. Water is a precious resource that we can't be without for long periods of time. The guests at the purposed venue would most likely be outraged to pay for an event that was without water. Having more people using the well water adds burden to the residents of Pinedale.

If there were ever a fire on the Event Venue property or anywhere in Pinedale or Pinedale Estates it would be a disaster. There aren't fire hydrants and the area is serviced by a volunteer fire department. The likeliness of fire increases when celebrations are being held. Often times people are intoxicated and more careless during a celebratory gathering. Also, it not uncommon for people to use fireworks/sparklers or other lit items as a form of festivity. Even a flick off of a cigarette could cause a fire in the dry climate.

Having more people traveling the Pinedale Road will also burden the road. Several miles of the road are dirt. Part of it is cinders. Dust, pot holes and noise will increase. The road will have to accommodate the guests, the entertainment and the cater. There are free range cattle in the entire area of Pinedale. They randomly cross the road. Safety for the cattle and the unaware drivers should be taken into consideration.

Most of the residences that I have spoken to bought in Pinedale Estates to separate themselves from noise, traffic, light and loud music. Pinedale Estates offered tranquility, wildlife and simplicity. Some of this would be lost with more entertainment development. Another concern is that if this is approved than other property owners might want to develop their property as income property. It would further strain the water supply, impact the road and possibly frighten the wildlife away. More lights, traffic and noise would scare the wild turkey, deer, bears, woodpeckers, blue jays, squirrels and all other wildlife that use Pinedale as their home.

We also battle the off road traffic. White Whale Properties website mentions that the property is seconds away from the national forests. They encourage ATV use. To get to the forest you must travel thru our neighborhood on the county maintained road. The residents walk these same roads. Having unaware/inexperienced ATV drivers on the neighborhood road does not sound like a good combination.

Thank you for taking the time to hear my concerns for why I oppose further development of The Event Venue in Pinedale,

Sincerely,  
Marianne Ellertson

## Tyler Richards

---

**From:** noreply@civicplus.com  
**Sent:** Wednesday, September 18, 2024 2:52 PM  
**To:** PublicWorksPlanningWebMail  
**Subject:** Online Form Submittal: Contact Navajo County

**Caution: This email originated from outside of Navajo County.**

### Contact Navajo County

Select Department or Function      Planning Division

First Name      Paul

Last Name      Loberg

Phone      4802624014

Email      paul@lobergbuilders.com

Comments      I would like to formally state my opposition to APN#409-01-008C (White Whale Properties LLC) for the construction of a 125+-person event venue in quiet residential area with a dirt road in the middle of the national forest. The road are already in rough shape, and the water supply is an issue. The Air bnb outside Pinedale Estates already is loud with racing cars. I live in the farset corner of Pinedale estates and can hear the parties at the Airbnb's like they are in my front yard.

Attachment 1      *Field not completed.*

Attachment 2      *Field not completed.*

Attachment 3      *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

## Kristyn Saunders

---

**From:** noreply@civicplus.com  
**Sent:** Wednesday, September 18, 2024 2:52 PM  
**To:** PublicWorksPlanningWebMail  
**Subject:** Online Form Submittal: Contact Navajo County

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Caution: This email originated from outside of Navajo County.**

### Contact Navajo County

Select Department or Function	Planning Division
First Name	Paul
Last Name	Loberg
Phone	4802624014
Email	paul@lobergbuilders.com
Comments	I would like to formally state my opposition to APN#409-01-008C (White Whale Properties LLC) for the construction of a 125+-person event venue in quiet residential area with a dirt road in the middle of the national forest. The road are already in rough shape, and the water supply is an issue. The Air bnb outside Pinedale Estates already is loud with racing cars. I live in the farset corner of Pinedale estates and can hear the parties at the Airbnb's like they are in my front yard.
Attachment 1	<i>Field not completed.</i>
Attachment 2	<i>Field not completed.</i>
Attachment 3	<i>Field not completed.</i>

Email not displaying correctly? [View it in your browser.](#)

## Tyler Richards

---

**From:** Laura Shumway <musicmomof5@gmail.com>  
**Sent:** Thursday, September 19, 2024 1:51 PM  
**To:** Planning  
**Subject:** SUP 24-008 White Whale Properties Llc Event Venue SUP 9/19/2024

Some people who received this message don't often get email from musicmomof5@gmail.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

Laura Shumway  
635 Petersen Lane  
Pinedale, AZ 85934  
[musicmomof5@gmail.com](mailto:musicmomof5@gmail.com)  
September 19, 2024

Navajo County Planning and Zoning Board

Dear Members of the County Planning and Zoning Board,

I am writing to express my strong opposition to the proposed event venue in our residential neighborhood in the forest. Many residents, including myself, chose to live here for the peace and tranquility that our surroundings provide. The introduction of an event venue would fundamentally alter the character of our community and disrupt the serene environment that drew us here in the first place.

The increase in traffic that would accompany events at this venue is a major concern. Our neighborhood is serviced by primitive roads that were not designed to handle heavy or frequent traffic. The additional vehicles would not only create congestion but could also pose significant safety risks for residents, especially children and pets. Furthermore, the potential for noise pollution during events would be detrimental to our quality of life.

We value the natural beauty and quietude of our forest community, and we believe that preserving this environment is vital for the well-being of all residents. The establishment of an event venue contradicts the very essence of what makes our neighborhood special.

I urge the board to consider the long-term impact this proposal would have on our community and to prioritize the preservation of our peaceful residential area.

Thank you for your attention to this matter.

Sincerely,

Laura Shumway  
(928) 243-0212

## Tyler Richards

---

**From:** Theresa Franklin <tfranklindesigns@gmail.com>  
**Sent:** Sunday, September 22, 2024 8:52 PM  
**To:** Planning  
**Subject:** SUP 24-008 White Whale Properties, LLC Event Venue SUP, District 4  
**Attachments:** Planning - Navajo County SUP 24-008 White Whale properties, LLC Event Venue SUP - District 4.pdf

Some people who received this message don't often get email from tfranklindesigns@gmail.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

Please see our attached letter in response to the SUP request by White Whale Properties, LLC for the Event Venue.

Thank you,

Robert and Theresa Franklin

## Tyler Richards

---

**From:** Robert Baldwin <robertbaldwin9@gmail.com>  
**Sent:** Monday, September 23, 2024 8:28 AM  
**To:** Planning  
**Subject:** Venue Approval, Pinedale, AZ  
**Attachments:** Pinedale Development.jpg

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

Some people who received this message don't often get email from robertbaldwin9@gmail.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

To whom it may concern,

In support of the community interest and concern for unbridled growth, provisions for personal space, noise control, and oversight by the NCSO for the potential for unruly behavior and activities, I am against the proposed venue addition to the subject proposal.

I am a resident of Navajo County in the city of Show Low and see the addition as continued and unnecessary expansion of facilities already provided for in adjacent areas ( e.g. Fool Hollow pavilions ) that are currently equipped to provide facilities to include bathrooms and parking without impact to a small community.

Thank-you for your consideration,

Robert

Robert Baldwin  
2451 S. Silver Oak Ave.  
Show Low, AZ 85901  
Hm: (928) 251-0583  
Cell: (310) 713-9124



## Tyler Richards

---

**From:** Nichole Hendricks <nhendricks.woot@gmail.com>  
**Sent:** Monday, September 23, 2024 9:32 AM  
**To:** Planning  
**Subject:** SUP 24-008 White Whale Properties, LLC Event Venue SUP, District 4  
**Attachments:** To the Navajo County Planning Department.docx

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Some people who received this message don't often get email from nhendricks.woot@gmail.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

To Whom it May Concern:

SUP 24-008 White Whale Properties, LLC Event Venue SUP, District 4:

Please view the attached letter of objection to 5557 Aurelio Way (White Whale Properties - Rock Creek Ranch AZ) in Pinedale Estates AZ.

Thank you for your time,  
Nichole Hendricks & Shawn Brantley

## Tyler Richards

---

**From:** winechez228@aol.com  
**Sent:** Monday, September 23, 2024 2:33 PM  
**To:** Planning  
**Subject:** Pinedale Estates / White Whale Properties DBA Rock Creek Ranch  
**Attachments:** pinedale 1.pdf

Some people who received this message don't often get email from winechez228@aol.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

Attached is a letter for the hearing Thursday August 26th 2024. Special Use Permit  
White Whale Properties DBA Rock Creek Ranch  
Thank you  
Susan Schwartzkopf

## Tyler Richards

---

**From:** winechez228@aol.com  
**Sent:** Monday, September 23, 2024 2:35 PM  
**To:** Planning  
**Subject:** White Whale Properties DBA Rock Creek Ranch  
**Attachments:** pinedale 2.pdf

Some people who received this message don't often get email from winechez228@aol.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

Attached is a letter for the hearing Thursday August 26th 2024. Special Use Permit  
White Whale Properties DBA Rock Creek Ranch  
Thank you  
Marc Schwartzkopf

September 22, 2024

Attention: Planning – Navajo County

Email: [Planning@navajocountyaz.gov](mailto:Planning@navajocountyaz.gov)

Mail: PO Box 668, Holbrook, AZ 86025

Re: SUP 24-008 White Whale Properties, LLC Event Venue SUP, District 4

Call me Ishmael, the White Whale has returned to wreak havoc on Pinedale Estates. White Whale Properties is seeking a special permit to create a wedding and event business on their property. The residents of Pinedale Estates purchased their home for peace and solitude. It is 20 minutes to the closest gas station or convenience market, much of the distance is a dirt road. We have ongoing water shortages, the country struggles to keep the dirt road in acceptable condition, power outages common, wildfire an ever-present concern. Creating a commercial venue that imports 125 people and provides no value to the existing residential community should be stopped. No special use permit should be provided.

This neighbor has already besieged our peaceful evenings by numerous events, blasting music, temporary lights, partying and loud disruptive behavior. Then the partygoers fill the day racing ATVs at exceptional speeds through a neighborhood with a 25-mph limit. They are currently terrible residents, seeking to become even more offensive. Who will manage the behavior of 125 inebriated party goers? All this so they can make money while destroying the way of life and culture of Pinedale Estates. The whole community is in a basin/valley surrounded by rock hills. It is a natural amphitheater amplifying sound throughout the neighborhood.

Pinedale Estates CCRs has a no open flame rule. This proposed commercial enterprise, while not in Pinedale Estates, but across the street, allows fires. How many wildfires are created by thoughtless, unconcerned flatlanders seeking to use the forest as their personal party destination? White Whale is seeking to personally profit by destroying the lifestyle of every resident that purchased a home here.

Importing up to 125 people, who have no respect for our way of life, into a community of ~ 80 homes for commercial gain is preposterous. This is a bad idea. Our peace, our water, our roads, perhaps even our lives are in the crosshairs of this commercial venture. Will White Whale replace the homes they destroy should one of the 125 revelers let a bonfire go unattended?

Please say NO to this SUP!

Respectfully,

Robert (Robin) and Theresa Franklin  
Deer Run, Pinedale Estates

## Kristyn Saunders

---

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**Sent:** Sunday, September 22, 2024 8:52 PM  
**To:** Planning  
**Subject:** SUP 24-008 White Whale Properties, LLC Event Venue SUP, District 4  
**Attachments:** Planning - Navajo County SUP 24-008 White Whale properties, LLC Event Venue SUP - District 4.pdf

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Thank you,

Robert and Theresa Franklin

## Kristyn Saunders

---

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**To:** Planning  
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**Follow Up Flag:** Flag for follow up  
**Flag Status:** Completed

Some people who received this message don't often get email from robertbaldwin9@gmail.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

To whom it may concern,

In support of the community interest and concern for unbridled growth, provisions for personal space, noise control, and oversight by the NCSO for the potential for unruly behavior and activities, I am against the proposed venue addition to the subject proposal.

I am a resident of Navajo County in the city of Show Low and see the addition as continued and unnecessary expansion of facilities already provided for in adjacent areas ( e.g. Fool Hollow pavilions ) that are currently equipped to provide facilities to include bathrooms and parking without impact to a small community.

Thank-you for your consideration,

Robert

Robert Baldwin  
2451 S. Silver Oak Ave.  
Show Low, AZ 85901  
Hm: (928) 251-0583  
Cell: (310) 713-9124

# PUBLIC HEARING NOTICE

Notice is hereby given that the Navajo County Planning & Zoning Commission will hold a public hearing on Thursday, the 26<sup>th</sup> of September, at 6:00 p.m. At the Navajo County Board of Supervisors Chambers, 100 E. Code Talkers Drive, Holbrook, Arizona to consider the following:

**SUP 24-008 WHITE WHALE PROPERTIES LLC**  
**EVENT VENUE SUP, DISTRICT IV:** Consideration of request by Zachary Markham to allow for the construction of an event barn, and operation as an event venue for groups up to 125 people on approximately 5.02 acres in the Pinedale area.  
**APN#:** 409-01-008C, T10N, R20E, S20 of the GSRM. **Owner:** White Whale Properties, LLC.  
**Agent:** Zachary Markham.

Navajo County Public Works / Planning & Development Services  
(928) 535-7155

<https://navajocountyaz.gov/Departments/Planning-and-Development-Services>

The Navajo County Planning and Zoning Commission will hold a meeting on Thursday, **September 26th, 2024**, in the Supervisors' Chamber in the Navajo County Governmental Complex, Holbrook, Arizona. One or more Commissioners may attend telephonically. This meeting will be available for live view on the Navajo County Website at [www.navajocountyaz.gov/660](http://www.navajocountyaz.gov/660).

**All public comments will need to be made in-person, during the meeting, or in writing, 24 hours prior to the meeting.**

**If you would like to provide written comments, please take the following actions:**

1. Email Planning at [planning@navajocountyaz.gov](mailto:planning@navajocountyaz.gov) or call and leave a message at 928-535-7155.
2. Identify the Planning and Zoning Commission meeting date, the agenda item number and title.
3. State your Name and telephone number.
4. Comments or questions should be sent by **September 25th, 2024, by 6:00 pm** for the **September 26th, 2024**, Commission meeting.

## Kristyn Saunders

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**From:** Nichole Hendricks <nhendricks.woot@gmail.com>  
**Sent:** Monday, September 23, 2024 9:32 AM  
**To:** Planning  
**Subject:** SUP 24-008 White Whale Properties, LLC Event Venue SUP, District 4  
**Attachments:** To the Navajo County Planning Department.docx

Some people who received this message don't often get email from nhendricks.woot@gmail.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

To Whom it May Concern:

SUP 24-008 White Whale Properties, LLC Event Venue SUP, District 4:

Please view the attached letter of objection to 5557 Aurelio Way (White Whale Properties - Rock Creek Ranch AZ) in Pinedale Estates AZ.

Thank you for your time,  
Nichole Hendricks & Shawn Brantley



## Kristyn Saunders

---

**From:** Nichole Hendricks <nhendricks.woot@gmail.com>  
**Sent:** Monday, September 23, 2024 9:32 AM  
**To:** Planning  
**Subject:** SUP 24-008 White Whale Properties, LLC Event Venue SUP, District 4  
**Attachments:** To the Navajo County Planning Department.docx

Some people who received this message don't often get email from nhendricks.woot@gmail.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

To Whom it May Concern:

SUP 24-008 White Whale Properties, LLC Event Venue SUP, District 4:

Please view the attached letter of objection to 5557 Aurelio Way (White Whale Properties - Rock Creek Ranch AZ) in Pinedale Estates AZ.

Thank you for your time,  
Nichole Hendricks & Shawn Brantley

Agenda Number and Title: SUP 24-008 White Whale Properties, LLC Event Venue SUP, District 4

To the Navajo County Planning Department:

We are filing a letter of objection against Zachary and Erica Markham who own the property at 5557 Aurelio Way also known as White Whale Properties; Doing business as Rock Creek Ranch Arizona. It has come to our attention that they have requested a special use permit to allow large events and weddings on their property. We have several issues with this as they have already held weddings on the property without any permits and the experience was less than desirable.

The first issue we would like to address is the noise level. We live approximately a quarter of a mile from White Whale Properties (Rock Creek Ranch Arizona), the last two events that were held at their property we could hear the noise inside of our house at 522 Elk Dr. This is completely unacceptable, and shows a lack of respect to the community. The noise level will have a negative effect on property values as no one wants to live next to a venue like this. There have been safety issues surrounding spooked livestock due to the noise level produced by Zachary and Erica Markham's large party venue. Our neighbor was in a stall with a horse, at the property next to the venue, when the PA system cracked off and spooked the horse, putting our neighbor's life at risk. This is dangerous for the livestock and community members. The noise level will definitely have an adverse effect on wildlife and livestock in the area, as well as the increase of traffic.

The next issue is the dirt road that we must travel to get home, it cannot take an increase in traffic. Rim Rd is already poorly maintained and an increase in traffic will make it much worse than it already is. Our neighborhood roads are rarely maintained and this increase in traffic will cause further damages and more potential safety issues. The forest access roads are already in rough condition, and further wear and tear could pose issues should the forest service need to access parts of the forest to maintain, preserve and possibly put fires out in our National Forest. The current infrastructure of this community cannot sustain the level of increased traffic and population this venue will bring, therefore more county resources will be needed.

We are also concerned about the large parties that they are planning to have at the venue. Large crowds tend to get out of control especially when alcohol or drugs are involved, and we do not have law enforcement in this community. We would need to contact the Sheriff's Office and it would take them a substantial amount of time to reach us. There are many elderly community members living here full-time that are at risk in the event these parties get out of control, as this venue is not a monitored site. There have already been party goers at this venue who have trespassed on private property and have messed with community members' livestock and pets. The large crowds that Zachary and Erica Markham would like to invite to our community will also increase the fire danger due to irresponsibility of their party goers. We do not have fire hydrants in our community, and our water system is old and limited so the smallest fire could get out of control before anything could be done to put it out. The large crowds,

increase in traffic, and the ridiculous noise level will most certainly have an adverse effect on the wildlife, community members, as well as the free range cattle in the forest.

We are already dealing with underage children operating unlicensed ATVs and quads in an irresponsible manner, this venue is going to make that problem even worse. The residents of our community walk the neighborhood roads with leashed pets, small children, and strollers. This behavior is highly dangerous for us, our neighbors, and our friends. It is also illegal to operate an unlicensed vehicle on a county road especially when it's a minor with no driver's license. This will also increase the risk of traffic accidents for residents that are using these roads for our daily business such as commuting to and from work. These are legitimate safety concerns that cannot be ignored.

This venue will be highly invasive to the residents of our community. Zachary and Erica Markham claim it will be a benefit to the community, however that could not be further from the truth. This will be a burden imposed on an entire community by Zachary and Erica Markham who will not have to endure the burden they imposed for the sole purpose of making a profit. We moved out here, like the rest of the community members, because this community is quiet, serene and abundant with wildlife. It is absolutely unacceptable and shows a complete lack of integrity for this to be taken away from an entire community by Zachary and Erica Markham. This community's greatest asset and wonder is the National Forest, peace and wildlife which is now in danger of being devastated and taken away from the residents and those who seek to enjoy our beautiful National Forest. The history, tradition and way of life out here is being severely threatened by Zachary and Erica Markham, who fail to understand the burden they are about to impose on an entire community, that they will not have to endure themselves as they do not live here. Even their listing on Zillow and in their letter invitation to a meeting (that only few and select community members received) they list their address as Show Low and not Pinedale, which adds insult to injury regarding their blatant ignorance, lack of consideration, devaluation and disrespect to this community (Exhibit A).

The Markhams have already, and continued to help themselves to our community, our way of life and limited resources with zero consideration. We adamantly object to this party venue and any special use permits that the Matkhams have or will request.

Feel free to contact us.

Nichole Hendricks

Ph# (928) 369-6573

Email [nhendricks.woot@gmail.com](mailto:nhendricks.woot@gmail.com)

Shawn Brantley

Ph# (928) 358-3868

Email [brantleyshawn717@gmail.com](mailto:brantleyshawn717@gmail.com)

## Kristyn Saunders

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**From:** winechez228@aol.com  
**Sent:** Monday, September 23, 2024 2:33 PM  
**To:** Planning  
**Subject:** Pinedale Estates / White Whale Properties DBA Rock Creek Ranch  
**Attachments:** pinedale 1.pdf

Some people who received this message don't often get email from winechez228@aol.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

Attached is a letter for the hearing Thursday August 26th 2024. Special Use Permit  
White Whale Properties DBA Rock Creek Ranch  
Thank you  
Susan Schwartzkopf

Navajo County Planning & Zoning

PO Box 668

Holbrook, AZ 86025

Navajo County Planning and Zoning,

I am writing regarding the property listed at 5557 Aurelio Way, Pinedale Estates, also known as White Whale Properties Travel Platform listed at Travel White Whale.com and also known as Rock Creek Ranch Arizona listed at Airbnb.com.

This property is directly across the street from our quiet neighborhood.

This commercial business now threatens to impact our neighborhood and is asking for a special permit from Navajo County to allow weddings and events at the property. There have already been numerous events at this property with large groups, DJs blasting loud music outside, and temporary lights keeping the forest shining into the wee hours of the night. The property is in a little valley and it forms a natural outdoor amphitheater which makes it sound like they are on our front porch!

It is also 4 and ½ miles on a dirt road to reach this property. Navajo County does its best to maintain this road, but if the traffic increases because of the commercial property having events here the road will become quickly impassable, or this will put added pressure on the County to maintain much more frequently.

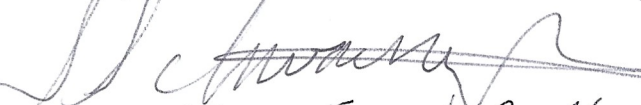
There are also concerns about fire. We have been through forest fires before, and the people in our subdivision are aware that our deed restrictions do not allow open fires...period. We have no way to keep large groups at weddings and events from starting outdoor fires, especially when obviously these events typically involve alcohol consumption. We have a very old well water system with no outside fire hydrants available at this time. If one small fire gets out of control then our homes are likely gone.

These are some of my concerns and I know I speak for many of our neighbors as well. **We appeal to you to deny this special use permit and any future variances that may be applied for**, for the sake of the serenity, welfare, and safety of our little community and our surrounding neighbors.

Thank you for your attention and consideration in this matter.

Sincerely,

Susan Schwartzkopf



Address: 5533 Forest Dr N

Pinedale Az 85934

Pinedale Estates

## Kristyn Saunders

---

**From:** winechez228@aol.com  
**Sent:** Monday, September 23, 2024 2:35 PM  
**To:** Planning  
**Subject:** White Whale Properties DBA Rock Creek Ranch  
**Attachments:** pinedale 2.pdf

Some people who received this message don't often get email from winechez228@aol.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

Attached is a letter for the hearing Thursday August 26th 2024. Special Use Permit  
White Whale Properties DBA Rock Creek Ranch  
Thank you  
Marc Schwartzkopf

Navajo County Planning & Zoning

PO Box 668

Holbrook, AZ 86025

Navajo County Planning and Zoning,

I am writing regarding the property listed at 5557 Aurelio Way, Pinedale Estates, also known as White Whale Properties Travel Platform listed at Travel White Whale.com and also known as Rock Creek Ranch Arizona listed at Airbnb.com.

This property is directly across the street from our quiet neighborhood.

This commercial business now threatens to impact our neighborhood and is asking for a special permit from Navajo County to allow weddings and events at the property. There have already been numerous events at this property with large groups, DJs blasting loud music outside, and temporary lights keeping ~~the forest shining into the wee hours of the night. The property is in a little valley and it forms a natural~~ outdoor amphitheater which makes it sound like they are on our front porch!

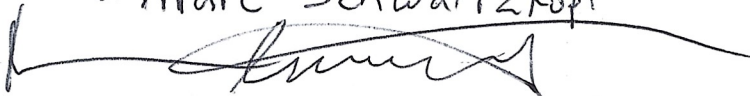
It is also 4 and ½ miles on a dirt road to reach this property. Navajo County does its best to maintain this road, but if the traffic increases because of the commercial property having events here the road will become quickly impassable, or this will put added pressure on the County to maintain much more frequently.

There are also concerns about fire. We have been through forest fires before, and the people in our subdivision are aware that our deed restrictions do not allow open fires...period. We have no way to keep large groups at weddings and events from starting outdoor fires, especially when obviously these events typically involve alcohol consumption. We have a very old well water system with no outside fire hydrants available at this time. If one small fire gets out of control then our homes are likely gone.

These are some of my concerns and I know I speak for many of our neighbors as well. **We appeal to you to deny this special use permit and any future variances that may be applied for, for the sake of the serenity, welfare, and safety of our little community and our surrounding neighbors.**

Thank you for your attention and consideration in this matter.

Sincerely, Marc Schwartzkopf



Address: 5533 Forest Dr North

Pinedale AZ 85934

Pinedale Estates

## Kristyn Saunders

---

**From:** elizabeth fulcomer <readto2me@yahoo.com>  
**Sent:** Monday, September 23, 2024 8:23 PM  
**To:** Planning; Jerry Fulcomer  
**Subject:** SUP 24-008 WHITE WHALE PROPERTIES LLC EVENT VENUE

**Caution: This email originated from outside of Navajo County.**

WHITE WHALE PROPERTY 409-01-008C . My property is 222-C.

I oppose granting any change to their current zoning adjustment for the following reasons:

Current guests do not respect that they are on my property. Should I have to confront 20 teenagers? Their guests are picking fruit from my property.

Who is supervising these people?

Loud music even at 4 a.m.

125 people equals at least 60 additional cars on a dirt road. Additional traffic.

125 people equals at least 125 toilet flushes. Our water supply is limited.

Their septic system is too close to the well for Pinedale Estates Water District well.

What permits does the property owner have now to allow for large parties with loud guests.?

Elizabeth Fulcomer  
573 Rim Drive  
Pinedale, AZ 85934

Mail to PO Box 1033





**elizabeth fulcomer**

To: elizabeth fulcomer >

12:42 PM



## Guests two



## Kristyn Saunders

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**From:** Betty <readto2me@yahoo.com>  
**Sent:** Monday, September 23, 2024 8:40 PM  
**To:** Planning  
**Subject:** SUP 24-008WHITE WHALE PROPERTIES

[Some people who received this message don't often get email from readto2me@yahoo.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

Caution: This email originated from outside of Navajo County.

APN#409-01-008I oppose

1:08 PM Mon Sep 23



**elizabeth fulcomer**

To: elizabeth fulcomer >

12:42 PM

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**Guests two**



## Kristyn Saunders

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**From:** JIM SCHUMACHER <desertskygroup@msn.com>  
**Sent:** Tuesday, September 24, 2024 9:01 AM  
**To:** Planning  
**Subject:** SUP 24-008 White Whale Properties, LLC

Some people who received this message don't often get email from desertkygroup@msn.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

Dear Sir/Madam,

The above-mentioned property owner White Whale Properties LLC Event Venue SUP, 24-008, District 4 has applied for a special use permit at their address 5557 Aurelio Way. Owned by White Whale Properties DBA Rock Creek Ranch AZ. They seem to want to build an event venue for large outdoor events. This is on what is now a residential zoned property and as such there are certain noise restrictions in place. It is my fear that those restrictions will not exist with a zoning change. To make such a drastic change from what is there now to a large commercial enterprise is way too much of a stretch and way too much of a negative impact on surrounding neighbors especially those in Pinedale Estates, In fact the reason for the zoning ordinances is to tamp down just this sort of overbearing and unreasonable land use.

The noise and the traffic flow would be unreasonable.

So, I as a property owner in Pinedale Estates, ask that you please respect our desire to maintain a QUIET home in the mountains and do not allow this special use permit to be issued.

## Kristyn Saunders

---

**From:** Jenny Gaddie <jlogad@gmail.com>  
**Sent:** Tuesday, September 24, 2024 11:02 AM  
**To:** Planning  
**Subject:** Planning & Zoning meeting Sup 24-008 Sept. 26, 2024 6 p.m.  
**Attachments:** Planning - Navajo County.pdf

Some people who received this message don't often get email from jlogad@gmail.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

I am attaching a letter for the Planning and Zoning Meeting Sup 24-008 for Thursday Sept. 26, 2024 at 6 p.m. at the Navajo County offices. Thank you, Janiece Gaddie

Navajo County Planning & Zoning  
PO Box 668  
Holbrook, AZ 86025

Sup 24-008  
White Whale Properties,  
LLC Event Venue Sup, District 4

Navajo County Planning and Zoning,

I am writing regarding the property listed at 5557 Aurelio Way, Pinedale Estates, also known as White Whale Properties Travel Platform listed at Travel White Whale.com and also known as Rock Creek Ranch Arizona listed at Airbnb.com.

This property is directly across the street from our quiet neighborhood.

This commercial business now threatens to impact our neighborhood and is asking for a special permit from Navajo County to allow weddings and events at the property. There have already been numerous events at this property with large groups, DJs blasting loud music outside, and temporary lights keeping the forest shining into the wee hours of the night. The property is in a little valley and it forms a natural outdoor amphitheater which makes it sound like they are on our front porch!

It is also 4 and ½ miles on a dirt road to reach this property. Navajo County does its best to maintain this road, but if the traffic increases because of the commercial property having events here the road will become quickly impassable, or this will put added pressure on the County to maintain much more frequently.

There are also concerns about fire. We have been through forest fires before, and the people in our subdivision are aware that our deed restrictions do not allow open fires...period. We have no way to keep large groups at weddings and events from starting outdoor fires, especially when obviously these events typically involve alcohol consumption. We have a very old well water system with no outside fire hydrants available at this time. If one small fire gets out of control then our homes are likely gone.

These are some of my concerns and I know I speak for many of our neighbors as well. **We appeal to you to deny this special use permit and any future variances that may be applied for**, for the sake of the serenity, welfare, and safety of our little community and our surrounding neighbors.

Thank you for your attention and consideration in this matter.

Sincerely, 

Address: 512 Rim Drive  
Pinedale, Az 85934

## Kristyn Saunders

---

**From:** Yakorevsky, Eleonora <Eleonora.Yakorevsky@tep.com>  
**Sent:** Tuesday, September 24, 2024 12:45 PM  
**To:** Planning  
**Cc:** Ella Yakorevsky  
**Subject:** SUP 24-008 White Whale Properties, LLC event Venue SUP, District 4 - Objection Letter  
**Attachments:** Objection Letter to Navajo County Planning and Zoning.pdf

Some people who received this message don't often get email from eleonora.yakorevsky@tep.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

To Whom It May Concern at Navajo County Planning and Zoning,

Attached please find an Objection Letter to grant a special use permit to the owners of 5557 Aurelio Way located across from our neighborhood.

The main concerns for your consideration are the fire danger that will be increased with the events participants under the influence of the alcohol using open fires, while our water system is very old and has no outside fire hydrants.

Another consideration is a dirt road condition that is barely holding up as is and will be impacted even more if this permit is granted.

Please deny this special use permit and any future variances that may affect the safety and welfare of our community.

Respectfully,

*Ella Yakorevsky,  
513 Summit Drive  
Pinedale Estates,  
Pinedale, AZ 85934  
(520) 904-6951*



Navajo County Planning & Zoning  
PO Box 668  
Holbrook, AZ 86025

**Agenda number and title:**  
**SUP 24-008 White Whale Properties,**  
**LLC Event Venue SUP, District 4**

Navajo County Planning and Zoning,

I am writing regarding the property listed at 5557 Aurelio Way, Pinedale Estates, also known as White Whale Properties Travel Platform listed at Travel White Whale.com and also known as Rock Creek Ranch Arizona listed at Airbnb.com.

This property is directly across the street from our quiet neighborhood.

This commercial business now threatens to impact our neighborhood and is asking for a special permit from Navajo County to allow weddings and events at the property. There have already been numerous events at this property with large groups, DJs blasting loud music outside, and temporary lights keeping the forest shining into the wee hours of the night. The property is in a little valley and it forms a natural outdoor amphitheater which makes it sound like they are on our front porch!

It is also 4 and ½ miles on a dirt road to reach this property. Navajo County does its best to maintain this road, but if the traffic increases because of the commercial property having events here the road will become quickly impassable, or this will put added pressure on the County to maintain much more frequently.

There are also concerns about fire. We have been through forest fires before, and the people in our subdivision are aware that our deed restrictions do not allow open fires...period. We have no way to keep large groups at weddings and events from starting outdoor fires, especially when obviously these events typically involve alcohol consumption. We have a very old well water system with no outside fire hydrants available at this time. If one small fire gets out of control then our homes are likely gone.

These are some of my concerns and I know I speak for many of our neighbors as well. **We appeal to you to deny this special use permit and any future variances that may be applied for**, for the sake of the serenity, welfare, and safety of our little community and our surrounding neighbors.

Thank you for your attention and consideration in this matter.

Sincerely,

*ELLA YAKOREVSKY*

Address: 513 Summit Dr.

Pinedale Estates

Pinedale, AZ 85934

## Kristyn Saunders

---

**From:** Lew Moyer <lew\_moyer@yahoo.com>  
**Sent:** Tuesday, September 24, 2024 2:59 PM  
**To:** Planning  
**Cc:** Lew Moyer  
**Subject:** AGENDA: SUP-008 WHITE WHALE PROPERTIES, LLC EVENT VENUE SUP, DISTRICT 4  
**Attachments:** Navajo County Planning & Zoning.docx

Some people who received this message don't often get email from lew\_moyer@yahoo.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

Navajo County Planning and Zoning

Dear Sirs: I am writing in regards to a commercial venture across the street/creek from my recreational property located in Pinedale Estates.

Navajo County Planning & Zoning

PO Box 668

Holbrook, Arizona 86025

Navajo County Planning and Zoning:

**Re: Agenda SUP 24-908 White Whale Properties, LLC Event Venue SUP, District 4**

I am writing regarding the property at 5557 Aurelio Way, Pinedale Estates, known as White Whale Properties Travel Platform, Travel White Whale.Com., in Pinedale Estates. It is also known as Rock Creek Ranch Arizona, listed at Airbnb.Com.

This property is directly across the street from our quiet neighborhood in Pinedale Estates.

The commercial business is asking for a special permit from Navajo County to allow weddings and events at the property. There have already been numerous events at this property with large groups, DJ's blasting loud music outside, and temporary lights keeping the forest lit-up well into the late evening hours. The property is in a little valley that forms a natural outdoor amphitheater which makes it sound like they are on our front lawn. It is also 4 1/2 miles down a dirt Forest Service road to reach this property. Navajo county does its best to maintain this road, but if the traffic increases because of the commercial property holding events, the road will quickly become very wash boardy

and impassable in bad weather. This will put added financial pressure on the county to maintain the road to a higher level, and more frequently.

There are also concerns about fire. We have been through forest fires in the past, I cite both Rodeo Chediski and the Cottonwood Wash fires, our property deed restrictions do not allow open fires...Period. We have no way to keep larger groups at weddings and events from starting outdoor fires. We have a very old well water system with no outside fire hydrants available at this time. If one small fire gets out of control then our homes are at risk. I would also add that frequently people that use these type of venues may come out to do a baby reveal whereby they are shooting at an explosive powder that is colored either pink or blue. These have been known to cause fires at many locations. I would also add that the supply of water available in the local area is very deep and is a limited amount. I think that this type of commercial endeavor is not suitable for the available groundwater.

I speak for many of my neighbors as well. **We appeal to you to deny this special use permit and any future variances that may be applied for.** The welfare and safety of our little community and our surrounding neighbors depend on your good judgement.

Thank you for your attention and consideration in this matter.

Sincerely,

Lewis Moyer

Address: \_8331 E Clarendon Ave\_\_\_\_\_

\_Scottsdale, AZ 85251\_\_\_\_\_

Navajo County Planning & Zoning  
PO Box 668  
Holbrook, Arizona 86025

Navajo County Planning and Zoning:

**Re: Agenda SUP 24-908 White Whale Properties, LLC Event Venue SUP, District 4**

I am writing regarding the property at 5557 Aurelio Way, Pinedale Estates, known as White Whale Properties Travel Platform , Travel White Whale.Com., in Pinedale Estates. It is also known as Rock Creek Ranch Arizona, listed at Airbnb.Com.

This property is directly across the street from our quiet neighborhood in Pinedale Estates.

The commercial business is asking for a special permit from Navajo County to allow weddings and events at the property. There have already been numerous events at this property with large groups, DJ's blasting loud music outside, and temporary lights keeping the forest lit-up well into the late evening hours. The property is in a little valley that forms a natural outdoor amphitheater which makes it sound like they are on our front lawn. It is also 4 1/2 miles down a dirt Forest Service road to reach this property. Navajo county does its best to maintain this road, but if the traffic increases because of the commercial property holding events, the road will quickly become very wash boardy and impassable in bad weather. This will put added financial pressure on the county to maintain the road to a higher level, and more frequently.

There are also concerns about fire. We have been through forest fires in the past, I cite both Rodeo Chediski and the Cottonwood Wash fires, our property deed restrictions do not allow open fires...Period. We have no way to keep larger groups at weddings and events from starting outdoor fires. We have a very old well water system with no outside fire hydrants available at this time. If one small fire gets out of control then our homes are at risk. I would also add that frequently people that use these type of venues may come out to do a baby reveal whereby they are shooting at an explosive powder that is colored either pink or blue. These have been known to cause fires at many locations. I would also add that the supply of water available in the local area is very deep and is a limited amount. I think that this type of commercial endeavor is not suitable for the available groundwater.

I speak for many of my neighbors as well. **We appeal to you to deny this special use permit and any future variances that may be applied for.** The welfare and safety of our little community and our surrounding neighbors depend on your good judgement.

Thank you for your attention and consideration in this matter.

Sincerely,  
Lewis Moyer

Address: 8331 E Clarendon Ave

Scottsdale, AZ 85251

## Tyler Richards

---

**From:** BITA <catwhoaman@yahoo.com>  
**Sent:** Tuesday, September 24, 2024 4:02 PM  
**To:** Planning  
**Subject:** Sup 24-008 White Whale Properties LLC

Some people who received this message don't often get email from catwhoaman@yahoo.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

Gentlemen:

As a current full-time resident of Pinedale, I write in opposition to *another* “event center” in this small community.

My husband and I were part of the community committee who founded Pinedale Heritage Inc. years ago because we agreed that we all needed a community center for events. The Community Center that we currently have - has been adequate for our “events” for many years.

We purchased this property 50 years ago *specifically because* it was in this private, quiet, small community and we would like it to **stay** small, private and quiet!

Sincerely,

Bitia Phillips  
Parcel # 205-24-013A  
480-540-8310

[Sent from Yahoo Mail for iPad](#)

## Kristyn Saunders

---

**From:** Carri Marzullo <merrycarri@hotmail.com>  
**Sent:** Tuesday, September 24, 2024 4:00 PM  
**To:** Planning  
**Subject:** SUP 24-008 White Whale Properties, LLC Event Venue SUP, District 4

Some people who received this message don't often get email from merrycarri@hotmail.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

August 23, 2024

Dear Navajo County Planning Board members,

I wanted to share with you some concerns I have about White Whale Properties dba Rock Creek Ranch in Pinedale, Arizona's request for a special use permit for events and weddings.

As you know, Pinedale and Pinedale Estates are small, rural, residential communities bordered by Apache Sitgraves National Forest.

Currently the 5 miles of Pinedale Road and Rim Drive from Highway 260 to the forest border ( 4 miles of which are unpaved) are maintained by Navajo County. Road Supervisor George Amador has done an excellent job in maintaining these roads but an influx of 125 people on a regular basis not including construction crews etc will make it very difficult to maintain these roads. And what about the chance of accidents with the cattle that roam our roads, most of which are black and very difficult to see at night?

Another concern I have is the possibility of fire hazard. How can we be certain that large groups of visitors will adhere to Forest restrictions such as no smoking outside of their vehicles or enclosed building, or where will they park their vehicles where there is no tall, dry grass? Will the Clay Springs/Pinedale Fire Department be able to handle this increased fire danger and/ or emergency medical situations?

Another concern is the shortage of water. Currently Pinedale Estates and the properties directly across the wash - this includes Rock Creek Ranch -operate on a very old Domestic Water Improvement District (DWID). Water shortages have occurred in the past especially on weekends when visitors and/or part-time residents increase the water usage. Will there be enough water for large groups? It's very doubtful.

As you know Navajo County is a very large county with a limited number of sheriff deputies. How long would it take law enforcement to arrive should a law enforcement situation occur?

In conclusion, I asked you to seriously consider the points I've raised and deny the special use permit for White Whale Properties dba Rock Creek Ranch in Pinedale, Arizona.

Thank you for your consideration.

Sincerely,

Steve and Carri Marzullo

5523 Deer Run Road  
Pinedale Estates, Arizona 85934  
928-242-9245 or merry carri@hotmail.com

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## Kristyn Saunders

---

**From:** Jen Frisby <j.frisby@hotmail.com>  
**Sent:** Tuesday, September 24, 2024 5:13 PM  
**To:** Planning  
**Subject:** Re: SUP 24-008 White Whale Properties LLC

Some people who received this message don't often get email from j.frisby@hotmail.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

Good evening,

I am writing to you to state my opposition to the addition of another event center in Pinedale.

My parents have been residents of this small community since the mid 1970's and I have spent a lifetime of summers and have endless memories of quality time spent with family and friends up there. We used to ride our horses all over and have such fond memories of the beautiful community, especially about how small, quiet and safe it was. I live in Scottsdale and enjoy traveling to Pinedale to get away from the hustle and bustle of city life. A precious gift that Pinedale provides our family is that it is *still* that small, quiet, safe community that I've always known, loved, and can escape away to. I want it to stay that way for my future grandchildren to enjoy.

Again, as a member of a family who owns property in Pinedale, I oppose the addition of another event center. The existing Community Center provides more than sufficient means for events.

Kind regards,  
Jennifer Frisby  
Daughter of Donald and Bitia Phillips

Sent from my iPhone





## Kristyn Saunders

---

**From:** Kimberly Kohl <kohlk98@outlook.com>  
**Sent:** Tuesday, September 24, 2024 7:34 PM  
**To:** Planning  
**Subject:** Public Comment for the 9/26, 6pm hearing for SUP 24-008 White Whale Properties Event Venue

Some people who received this message don't often get email from kohlk98@outlook.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

Please see my written comment below for the 9/26, 6pm hearing for SUP 24-008 White Whale Properties Event Venue.

I do not think the Event Barn near Pinedale and Pinedale Estates should be approved for the following reasons:

1. Public safety. There is not enough police or fire presence in the area, and they could not respond quickly to emergencies and fires. This is an already dried out, high fire risk area with only one road in and one road out for the residents. I am also worried about the possibility of fireworks being fired off at the event barn, and the extreme fire danger this would cause.
2. The dirt road that goes from Pinedale to Pinedale Estates is already a rough primitive road that is easily impacted by weather and traffic. Having a big increase in cars going down that road will accelerate the deterioration of the road and increase the county's maintenance costs for the road. The increase in traffic on that dirt road that goes right past homes will also create noise and lower the air quality for the families that live along that road. The increased traffic will cause more dust to be kicked up into the air.
3. Pinedale Estates is a residential area and businesses with a lot of foot traffic should not be allowed to operate in or adjacent to Pinedale Estates. The property owners in Pinedale Estates, including my family, bought land and built houses out there to be out in the quiet, peacefulness of nature, not to be next to a large event venue.

Thank you,  
Kimberly Kohl

## Tyler Richards

---

**From:** C Stockton <collettestocktongc@gmail.com>  
**Sent:** Wednesday, September 25, 2024 12:22 PM  
**To:** Planning  
**Subject:** Pinedale re: 9/26/24 meeting

Some people who received this message don't often get email from collettestocktongc@gmail.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

Navajo County

PO Box 668

Holbrook, AZ 8

Navajo County

I am writing reg

Whale Propertie

Ranch Arizona

Navajo County Planning & Zoning  
PO Box 668  
Holbrook, AZ 86025

AGENDA #  
SUP 24-008 WHITE WHALE  
PROPERTIES, LLC EVENT VENUE SUP DISTY

Navajo County Planning and Zoning,

I am writing regarding the property listed at 5557 Aurelio Way, Pinedale Estates, also known as White Whale Properties Travel Platform listed at Travel White Whale.com and also known as Rock Creek Ranch Arizona listed at Airbnb.com.

This property is directly across the street from our quiet neighborhood.

This commercial business now threatens to impact our neighborhood and is asking for a special permit from Navajo County to allow weddings and events at the property. There have already been numerous events at this property with large groups, DJs blasting loud music outside, and temporary lights keeping the forest shining into the wee hours of the night. The property is in a little valley and it forms a natural outdoor amphitheater which makes it sound like they are on our front porch!

It is also 4 and 1/2 miles on a dirt road to reach this property. Navajo County does its best to maintain this road, but if the traffic increases because of the commercial property having events here the road will become quickly impassable, or this will put added pressure on the County to maintain much more frequently.

There are also concerns about fire. We have been through forest fires before, and the people in our subdivision are aware that our deed restrictions do not allow open fires...period. We have no way to keep large groups at weddings and events from starting outdoor fires, especially when obviously these events typically involve alcohol consumption. We have a very old well water system with no outside fire hydrants available at this time. If one small fire gets out of control then our homes are likely gone.

These are some of my concerns and I know I speak for many of our neighbors as well. **We appeal to you to deny this special use permit and any future variances that may be applied for**, for the sake of the serenity, welfare, and safety of our little community and our surrounding neighbors.

Thank you for your attention and consideration in this matter.

Sincerely, 

Address: 570 Rim Dr  
Pinedale AZ 85934

PO Box 668

Holbrook, AZ 86025

Navajo County Planning and Zoning,

I am writing regarding the property listed at 5557 Aurelio Way, Pinedale Estates, also known as White Whale Properties Travel Platform listed at Travel White Whale.com and also known as Rock Creek Ranch Arizona listed at Airbnb.com.

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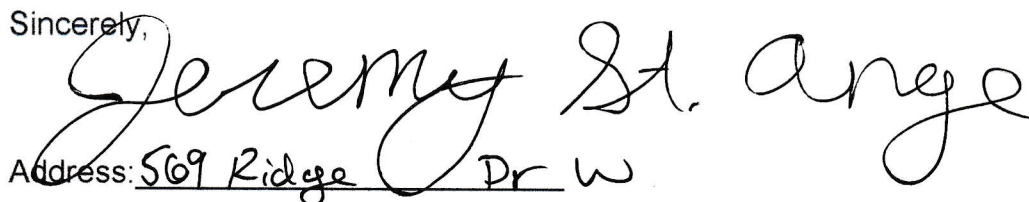
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Thank you for your attention and consideration in this matter.

Sincerely,

Jeremy St. Ange

Address: 569 Ridge Dr W

Pinedale, AZ 85934

## Tyler Richards

---

**From:** Michele Harrel <micheleharrel@aol.com>  
**Sent:** Wednesday, September 25, 2024 4:30 PM  
**To:** Planning  
**Subject:** RE: SEPT. 26, 2024 MEETING, RE: SUP 24-008 WHITE WHALE PROPERTIES LLC EVENT VENUE SUP, DISTRICT IV

Some people who received this message don't often get email from micheleharrel@aol.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

Re: September 26, 2024 Planning & Zoning Commission meeting

Re: SUP 24-008 WHITE WHALE PROPERTIES LLC EVENT VENUE SUP, DISTRICT IV

Dear Navajo County Planning and Zoning Commission,

We are writing to express our strong opposition to the proposed zoning change within our community at APN# 409-01-008C. As concerned residents, who live directly across from the property, there are several serious issues with granting the request to construct and operate a commercial venue in our otherwise peaceful residential neighborhood. This letter aims to address the potential negative impacts on the lives of the current residents and to highlight the implications of the proposed zoning change on our water system, roads, property values, property taxes, quality of life, public safety, and the overall well-being of our community.

Introducing commercial activities into our safe and secluded, peaceful, beautiful residential community teeming with wildlife will bring an influx of strangers into the area and people wandering the neighborhood. It would also drive off wildlife. Statistics prove an increase in population/people/traffic leads to an increase in crime & accidents. We protest this increase. There would be an increase in people speeding through residential areas. Since people often drink at special events, there would be an increase in drivers under the influence, endangering children and pets and others who enjoy walking or biking our roads, as well as those driving. As crime and accidents increase, our homeowners & auto insurance rates will go up as they are based on zip code. These are not things any area resident should have to endure.

Another concern regarding introducing commercial activities into our rural residential community is the fact that law enforcement and other first responders are not in close proximity. We and the property under consideration for rezoning or a special use permit, are four miles from the volunteer Pinedale Fire Station, and there are no fire hydrants closer. With large groups of people, and if drinking is involved, as is often the case with weddings & parties, carelessness with fire increases, making the risk of loss from fire to our community, wildlife, and the surrounding forest greater. In addition, many non-locals are unaware of or disregard fire restrictions, further endangering the area. This neighborhood has already experienced a local

fire six years ago, as well as the devastation of the Rodeo-Chediski Fire. Another fire is something we want to avoid.

Being five miles from the highway and approximately 20 miles to a town or city, it would take law enforcement a considerable amount of time to arrive on scene if there was a disturbance, problem or emergency. And should there be an increased presence of law enforcement in the area, we are concerned that our property taxes would increase. This is something that can be avoided by rejecting the proposed request.

Introducing commercial activities into our residential neighborhood would require increased road maintenance on the four miles of dirt road residents must travel to our homes due to increased traffic. Large events means a greater number of vehicles on a regular basis, which will surely damage our dirt county-maintained road, making it more difficult for local residents to traverse and harder on our vehicles, increasing our costs. We are also concerned that our property taxes will increase if the county does provide more road maintenance. These are not benefits to our community.

Introducing commercial activities, with groups of 125 extra people, using the water from our Pinedale Estates Domestic Water Improvement District (the DWID)--which Pinedale Estates residents and Pinedale Estates Property Owners Association spent years establishing--will tax our water system. The DWID, its board, & our water purveyor have spent much time and resources to bring our system and water output to its current level, but we sometimes still have water outages and sometimes barely a trickle. We are concerned that our water system is unable to handle the extra load that a commercial event venue would bring. We are also concerned that the proposed event center's septic would flow downstream into our new well water, a well that has taken years and money to locate due to contamination in the many spots of the area's water table. Spot zoning a property for commercial use in our residential area will hurt the residents' water supply. This is unacceptable.

And then there is the noise issue, which has already been a problem at the White Whale Properties seeking permission for an event venue. There has already been whooping and yelling and banging at all hours of the night. There has been amplified music late at night, which carries throughout Pinedale Estates, the subdivision across the road from said property. While the barn might dampen the noise a little, people will not always be inside, and the number of people allowed would increase over fivefold, making the amount of noise generated that much greater. Many residents work and cannot afford to have their sleep disturbed by people partying loudly. Now when there are events at White Whale's "Rock Creek" property, not only do we have to keep our windows closed to slightly lessen the noise, but also as a measure of security when we go to bed. Being we rely on the cool, fresh, mountain, outside air to cool our home, this makes it unpleasantly hot for sleeping. Again, this is a serene residential community, not a commercial party zone.

Allowing a commercial event venue into our otherwise residential neighborhood raises serious concerns regarding the negative impact on property values. People buy & move here to get



away from the crowds and for the quiet. A commercial use property would likely cause our property values to decrease as others seeking a quiet neighborhood would have to look elsewhere, and has the potential to drive out current residents—if they could afford to move.

Some local residents used all their money to move here after retiring to enjoy the rest of life. Others bought to raise their families in a quiet, secluded neighborhood surrounded by nature. Most of us made sacrifices to be here, and make sacrifices to live here. There would be no benefit to our neighborhood, only to the property owners if the zoning request is approved. The property owners have a right to pursue their dream, but not at the expense of the neighboring residents' dreams. There's the saying, "Location, location, location." Well, they picked the wrong location to have an event business.

If White Whale Properties' request for a commercial event venue is approved, the dynamic of our community would change from a quiet residential area to a commercial party/event zone which would disturb the local residents & wildlife; ruin our quality of life; increase traffic; tax our water system; possibly pollute our water source; cause more damage to the road; cause more potential hazards & crime; likely cause our property values to decrease; and likely cause our property taxes to increase.

If you were to live, or do live, in a quiet secluded community in the forest, would you want what they are requesting in your neighborhood? We imagine you would do everything in your power to stop it.

We urge you to seriously consider our concerns and make decisions that will preserve the integrity and well-being of our community and reject the request regarding APN# 409-01008C.

Thank you for your attention to this matter.

Sincerely,  
Ron & Michele Harrel

## Tyler Richards

---

**From:** GRETCHEN SCHABER <yagi7@aol.com>  
**Sent:** Wednesday, September 25, 2024 4:35 PM  
**To:** Planning  
**Cc:** customerservices@secured.yalert.com  
**Subject:** "CONCERNS REGARDING REZONING REQUESTS: ZC 24-002 & TP 24-002:"

Some people who received this message don't often get email from yagi7@aol.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

Dear P&Z Commission, Attached is a note regarding my objections to the proposed rezoning in tomorrow's meeting (09/26/2024) ZC 24-002 Lawrence Zone Change, District IV, and TP 24-002 Jackelope Trails Subdivision, District IV.

I plan on attending the meeting, but wanted to send this in advance as well.

Thank you, Gretchen Schaber Fuller

Open my shared note:



CONCERNS REGARDING REZONING  
REQUESTS: ZC 24-002 & TP 24-002:  
Notes

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CONCERNS REGARDING REZONING  
REQUESTS: ZC 24-002 & TP 24-002:  
Notes

**From:** Michele Harrel <micheleharrel@aol.com>  
**Sent:** Wednesday, September 25, 2024 4:30 PM  
**To:** Planning  
**Subject:** RE: SEPT. 26, 2024 MEETING, RE: SUP 24-008 WHITE WHALE PROPERTIES LLC  
EVENT VENUE SUP, DISTRICT IV

Some people who received this message don't often get email from [micheleharrel@aol.com](mailto:micheleharrel@aol.com). [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

Re: September 26, 2024 Planning & Zoning Commission meeting

Re: SUP 24-008 WHITE WHALE PROPERTIES LLC EVENT VENUE SUP, DISTRICT IV

Dear Navajo County Planning and Zoning Commission,

We are writing to express our strong opposition to the proposed zoning change within our community at APN# 409-01-008C. As concerned residents, who live directly across from the property, there are several serious issues with granting the request to construct and operate a commercial venue in our otherwise peaceful residential neighborhood. This letter aims to address the potential negative impacts on the lives of the current residents and to highlight the implications of the proposed zoning change on our water system, roads, property values, property taxes, quality of life, public safety, and the overall well-being of our community.

Introducing commercial activities into our safe and secluded, peaceful, beautiful residential community teeming with wildlife will bring an influx of strangers into the area and people wandering the neighborhood. It would also drive off wildlife. Statistics prove an increase in population/people/traffic leads to an increase in crime & accidents. We protest this increase. There would be an increase in people speeding through residential areas. Since people often drink at special events, there would be an increase in drivers under the influence, endangering children and pets and others who enjoy walking or biking our roads, as well as those driving. As crime and accidents increase, our homeowners & auto insurance rates will go up as they are based on zip code. These are not things any area resident should have to endure.

Another concern regarding introducing commercial activities into our rural residential community is the fact that law enforcement and other first responders are not in close proximity. We and the property under consideration for rezoning or

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And then there is the noise issue, which has already been a problem at the White Whale Properties seeking permission for an event venue. There has already been

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If you were to live, or do live, in a quiet secluded community in the forest, would you want what they are requesting in your neighborhood? We imagine you would do everything in your power to stop it.

We urge you to seriously consider our concerns and make decisions that will preserve the integrity and well-being of our community and reject the request regarding APN# 409-01008C.

Thank you for your attention to this matter.

Sincerely,  
Ron & Michele Harrel

## Tyler Richards

---

**From:** Jeremy St. Ange <jstange20@gmail.com>  
**Sent:** Wednesday, September 25, 2024 3:27 PM  
**To:** Planning  
**Subject:** Re: SUP 24-008 White Whale Properties, LLC Event Venue SUP, District 4  
**Attachments:** IMG\_20240925\_0001.pdf

Some people who received this message don't often get email from jstange20@gmail.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

Navajo County Planning and Zoning,

Regarding agenda number and title: "SUP 24-008 White Whale Properties, LLC Event Venue SUP, District  
"

In addition to the attached letter of concerns I share with my neighbors, I would also like to add some personal thoughts about this issue.

I volunteer with the Clay Springs-Pinedale Volunteer Fire District and have personally responded to a few head-on collisions on highway 260, exclusively caused by drunk drivers. Being an celebratory event venue it can be safely presumed that alcohol will be consumed during these events. There are no lodgings in the area to support 150 guests. They will have to drive out of Pinedale to at least Heber or Show Low, both about 25 miles, or further to their lodgings. Folks who visit our small community from out of town already drive on Rim Dr (dirt road connecting Pinedale to Pinedale Estates neighborhood) aggressively, not to mention the type of driving behavior you see on highway 260. Letting these owners build this venue will exacerbate the issue, putting our community at risk of drunk drivers. As a husband and a father of a one and a half year old little girl, I am greatly concerned about this planned venue and the impact on my family and community's safety.

Further, the owners of this property do not live on the property nor do they live near it as they live in the Phoenix metro area. This is not a problem savefor the fact they are trying to turn this property into a commercial enterprise beyond the usual rental/AirBnb one would expect. The attached letter describes why our local area's infrastructure cannot support commercial enterprises without significant investment from the county which is not on the table, as far as we know. Letting these owners convert their property to a commercial enterprise would bring negative externalities on the community they would not be subject to, being non-residents. It would be a different story if these were owners who lived in our community day to day, year to year, were invested in the community and, for lack of a better term, had some skin in the game. This is not a "Mom and Pop" situation where a couple wanted to share their beautiful property. This is a situation where outside investors are trying to commercialize a quiet residential community to maximize their profits and experience none of the negative externalities that will come from their enterprise.

For the above reasons concerning my family's safety and the negative externalities impacting our community, I humbly ask you to deny this special use permit and any further variants that will undoubtedly follow.



Thank you for your time reading and considering my family's concerns,

Sincerely,

Jeremy St. Ange  
(928) 940-6255  
569 Ridge Dr W  
Pinedale, AZ 85934

**From:** Jeremy St. Ange <jstange20@gmail.com>  
**Sent:** Wednesday, September 25, 2024 3:27 PM  
**To:** Planning  
**Subject:** Re: SUP 24-008 White Whale Properties, LLC Event Venue SUP, District 4  
**Attachments:** [IMG\\_20240925\\_0001.pdf](#)

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**Caution: This email originated from outside of Navajo County.**

Navajo County Planning and Zoning,

Regarding agenda number and title: "SUP 24-008 White Whale Properties, LLC Event Venue SUP, District "

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For the above reasons concerning my family's safety and the negative externalities impacting our community, I humbly ask you to deny this special use permit and any further variants that will undoubtedly follow.

Thank you for your time reading and considering my family's concerns,

Sincerely,

Jeremy St. Ange  
(928) 940-6255  
569 Ridge Dr W  
Pinedale, AZ 85934

## Kristyn Saunders

---

**From:** Kathryn Odland <kpf108@gmail.com>  
**Sent:** Tuesday, August 27, 2024 10:17 AM  
**To:** Planning  
**Subject:** [SUSPECTED SPAM] Support for Special Use Permit Application White Whale Properties – 5557 Aurelio Way

**Categories:** Green category

Some people who received this message don't often get email from kpf108@gmail.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

Good Afternoon County Planner's Office,

I hope this message finds you well. My name is Kathryn Odland, and I am the owner of the property located at 561 Rim Dr., which is adjacent to 5557 Aurelio Way, Show Low 85901, where White Whale Properties is seeking a Special Use Permit.

I am writing to express my full support for their application. It is my understanding that this permit will allow them to enhance their property in a way that facilitates the creation of memorable experiences. Events and weddings bring families together and build community. Events and weddings also support local small businesses and the local economy.

Given the positive impact this project is expected to have, both in terms of community engagement and the enrichment of our local area, I wholeheartedly support the approval of their Special Use Permit application.

Thank you for considering my support. If you require any further information or would like to discuss this matter in more detail, please feel free to contact me.

I would greatly appreciate it if you could confirm receipt of this email.

Best regards,

Kathryn Odland  
Owner, 561 Rim Dr.  
480-907-4884

[kpf108@gmail.com](mailto:kpf108@gmail.com)

## Tyler Richards

---

**From:** jan benson <janbenson04@gmail.com>  
**Sent:** Monday, September 23, 2024 4:33 PM  
**To:** Planning  
**Subject:** [SUSPECTED SPAM] White whale properties

Some people who received this message don't often get email from janbenson04@gmail.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

I am writing regarding the property listed at 5557 Aurelio Way, Pinedale Estates, also known as white whale properties travel platform listed at TRAVEL white [whale.com](http://whale.com) and also known as rock Creekrancharizona listed at [airbnb.com](http://airbnb.com).

This property is directly across the street from our quiet neighborhood.

The commercial business now threatens to impact our neighborhood and is asking for a special permit from Navajo county to allow weddings and events at the property. There have already been numerous advances at this property with large groups, DJs blasting loud music outside, and temporary lights, keeping the forest shining into the wee hours of the height. The property is in a little valley and it forms a natural outdoor amphitheater, which makes it sound like they are on our front porch. It is also 4 1/2 miles on a dirt road to reach this property. Navajo county does its best to maintain this road, but if the traffic increases because of the commercial property having events here the road will become quickly impossible, or this will put added pressure on the county to maintain much more frequently.

There are also concerns about fire. We have been through forest fires before, and the people in our subdivision are aware that our deed restrictions do not allow open fires.....period. We have no way to keep large groups at weddings and events from starting outdoor fires, especially when obviously these events typically involve alcohol consumption. We have a very old well water system with no outside fire hydrants available at this time. If one small fire gets out of control then our homes are likely gone. These are some of my concerns, and I know I speak for many of our neighbors as well. We appeal to you to deny this special use permit, and any future variances that may be applied for, for the sake of the serenity, welfare, and safety of our little community and our surrounding neighbors. Thank you for your attention and consideration in this matter

Sincerely

Cremin Benson  
5528 Deer Run  
Pinedale Estates  
Pinedale, Arizona

**From:** jan benson <janbenson04@gmail.com>  
**Sent:** Monday, September 23, 2024 4:33 PM  
**To:** Planning  
**Subject:** [SUSPECTED SPAM] White whale properties

Some people who received this message don't often get email from [janbenson04@gmail.com](mailto:janbenson04@gmail.com). [Learn why this is important](#)

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Sincerely

Cremin Benson  
5528 Deer Run  
Pinedale Estates  
Pinedale, Arizona

**From:** LD Phillips <ldphillips2020@gmail.com>  
**Sent:** Wednesday, September 25, 2024 5:11 PM  
**To:** Planning  
**Cc:** LD Phillips  
**Subject:** White Whale Properties LLC -Pinedale, AZ 24-008

Some people who received this message don't often get email from [ldphillips2020@gmail.com](mailto:ldphillips2020@gmail.com). [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

To Whom It May Concern:

I have been a part of the Pinedale community since the mid-1970's, riding my horses, hiking, bicycling and making friends with neighbors and members of the Forest Service. One of the many reasons I have enjoyed Pinedale is due to the fact that it is a small, quaint, cohesive little town. I truly believe that adding another Event Center, when there is already a perfectly fine community gathering venue at Pinedale Library property will tear at the soulful, friendly fabric of the long-time residents of a small town life experience.

I was recently in Snowflake/Taylor and I couldn't believe all of the sounds of gun shots and the loud ruckus carrying on by the people who have moved into that community. It would be a complete disgrace to invite that type of behavior from loud, obnoxious, disrespectful people anywhere near Pinedale. Therefore, I strongly disapprove of adding another Event Center to the Pinedale community, the only town in the state of AZ with a nostalgic covered bridge (the bridge in Holbrook doesn't compare).

Respectfully,

Leesa Phillips  
[5455 Herd Street](#)  
[Pinedale, AZ 85934](#)

## Tyler Richards

---

**From:** Cody B. Smith <codybsmith5@gmail.com>  
**Sent:** Friday, October 4, 2024 9:37 AM  
**To:** Planning  
**Subject:** Re: SUP 24-008 White Whale Properties; 8/17/24

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

Some people who received this message don't often get email from codybsmith5@gmail.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

\*for the meeting on 10/17/24. Thank you!

On Fri, Oct 4, 2024, 09:33 Cody B. Smith <[codybsmith5@gmail.com](mailto:codybsmith5@gmail.com)> wrote:

Hello,

My name is Cody Smith and I'm emailing regarding the following topic on 8/17/24: SUP 24-008 White Whale Properties LLC Event Venue SUP District IV.

My phone number is (480) 202-9427.

I am supportive of approving the location as an event venue. While I don't currently live in the area, it has been an area of the state that I have been visiting frequently for many decades. I love it there, as I know many people do. I think having this venue for weddings and other events would be a great addition to the community.

Having events here would support local business, and it would provide a beautiful location for both residents and visitors. In addition, major life events like weddings would create stronger ties to this specific community that would last a lifetime--I know my wife and I value visiting the spot where we were married largely because of the sentimental connection, not just its intrinsic value as a vacation spot.

The location has adequate space for event guests, and would be well set up to host. The small business owners looking to establish this venue are responsible and tasteful in their approach, and I know they would take their stewardship in the community seriously.

Thank you for your consideration, and I look forward to continuing to visit for many decades to come.

Best Regards,  
Cody Smith  
(480) 202-9427



## Tyler Richards

---

**From:** Hannah Jane <jane.hannah0998@gmail.com>  
**Sent:** Friday, October 4, 2024 10:03 AM  
**To:** Planning  
**Subject:** SUP 24-008 WHITE WHALE PROPERTIES LLC EVENT VENUE SUP

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

Some people who received this message don't often get email from jane.hannah0998@gmail.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

Good morning!

My name is Hannah Jane, my phone number is  
(480) 532-7118

I am sending this email concerning the White Whale Properties LLC Event Venue Sup, District IV. I am in support of the venue being approved. I have personally been in the area several time to visit family and have attended as a babysitter and guest to this location. It is beautiful and I have met the owners and they are respectful and love the area and care about creating a safe environment for guests and neighbors. I believe this would be a great opportunity to help the community. I hope to have more opportunities to not only work but visit this venue. Thank you for your time!

-Hannah Jane

## Tyler Richards

---

**From:** Tanner Davies <tanner@nativegridsolar.com>  
**Sent:** Friday, October 4, 2024 2:37 PM  
**To:** Planning  
**Subject:** [SUSPECTED SPAM] SUP 24-008 White Whale Properties LLC Event Venue SUP, District IV

Some people who received this message don't often get email from tanner@nativegridsolar.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

Hello,

This is Tanner Davies. I have the hope to have my family reunions here at this property. My families' roots are here and we couldn't be more thrilled to be able to all unite together and feel this place would be perfect for that. I hope my input helps this memory come into fruition. Thank you

Tanner Davies  
480-258-7450

**From:** Cody B. Smith <codybsmith5@gmail.com>  
**Sent:** Friday, October 4, 2024 9:37 AM  
**To:** Planning  
**Subject:** Re: SUP 24-008 White Whale Properties; 8/17/24

Some people who received this message don't often get email from [codybsmith5@gmail.com](mailto:codybsmith5@gmail.com). [Learn why this is important](#)

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\*for the meeting on 10/17/24. Thank you!

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Thank you for your consideration, and I look forward to continuing to visit for many decades to come.

Best Regards,  
Cody Smith  
(480) 202-9427

**From:** Hannah Jane <jane.hannah0998@gmail.com>  
**Sent:** Friday, October 4, 2024 10:03 AM  
**To:** Planning  
**Subject:** SUP 24-008 WHITE WHALE PROPERTIES LLC EVENT VENUE SUP

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-Hannah Jane

**From:** Tanner Davies <tanner@nativegridsolar.com>  
**Sent:** Friday, October 4, 2024 2:37 PM  
**To:** Planning  
**Subject:** [SUSPECTED SPAM] SUP 24-008 White Whale Properties LLC Event Venue  
SUP, District IV

Some people who received this message don't often get email from [tanner@nativegridsolar.com](mailto:tanner@nativegridsolar.com). [Learn why this is important](#)

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Hello,

This is Tanner Davies. I have the hope to have my family reunions here at this property. My families' roots are here and we couldn't be more thrilled to be able to all unite together and feel this place would be perfect for that. I hope my input helps this memory come into fruition. Thank you

Tanner Davies  
480-258-7450

## Tyler Richards

---

**From:** Dana Chamberlin <danalynn18@yahoo.com>  
**Sent:** Monday, October 7, 2024 5:09 PM  
**To:** Planning  
**Subject:** Opposition for SUP 24-008 for White Whale Properties

Some people who received this message don't often get email from danalynn18@yahoo.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

Dear Navajo County Planning and Zoning,

I am writing with regards to the SUP 24-008 for White Whale Properties LLC located at 5557 Aurelio Way in Pinedale Estates.

I purchased my Pinedale Estates property just over a year ago because of the peaceful nature of the area, and the quiet of the surrounding National Forest. Unfortunately, the subject property is directly across the street from our formerly quiet neighborhood. On the weekends when I sit outside on my porch or leave the windows of my home open to enjoy the fresh air and sounds of nature, I am regularly impacted by short-term renters in the subject property, who currently host large groups/events with DJs blasting loud music and light displays outdoors very late into the nights. I fear this will get much worse if you approve the SUP to allow the addition of the event barn. This commercial business, which is neither tourism or recreation related to the National Forest, as the staff report implies, threatens to impact our neighborhood with additional noise and disruption.

Additionally, as a traffic engineer for a local municipality in the Valley, I can say that the Traffic Memo is woefully lacking. Existing traffic counts should have been obtained on Rim Road and the trip generation compared to existing volumes to see the percentage increase. To say that there is minimal impact without this additional information is irresponsible at best. If a land use is not in the Trip Generation Manual, the municipality typically requires similar venues to be counted to obtain an accurate trip count. Lastly, I saw nothing in the application (other than the Traffic Memo) to indicate that the events would be limited to 2 per month from April to October, or 12 per year. This seems highly unlikely. Fact is that the trip generation is fairly useless without context.

Lastly, there are also concerns about fires. How will the County ensure that event-goers follow the deed restrictions not to allow open fires? Will the County be monitoring each of the event? This is a concern and legitimate threat to homes in the area and to the National Forest.

On behalf of the County residents that live in this area that you are representing, **I ask you, the Planning and Zoning Commission, to deny the requested SUP 24-008 for White Whale Properties. *If you are unwilling to do that, I urge you to at least stipulate: (1) that they are not to operate in the months of November to March; and (2) that they are not to exceed 12 event days per year.*** This is what their Traffic Memo states, so it would just be ensuring that the information they provided in this application is adhered to and ensuring that the existing neighborhood gets some of the relaxation and peace that they bought their properties to enjoy.

Please let us continue to enjoy the serenity and safety of the Navajo County that we love!

Thank you for your time and consideration.

Sincerely,

Dana Alvidrez

5534 Forest Drive North,

Pinedale, AZ 85934

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**Sent:** Monday, October 7, 2024 5:09 PM  
**To:** Planning  
**Subject:** Opposition for SUP 24-008 for White Whale Properties

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Thank you for your time and consideration.

Sincerely,

Dana Alvidrez

5534 Forest Drive North,

Pinedale, AZ 85934

## Kristyn Saunders

---

**From:** Dana Chamberlin <danalynn18@yahoo.com>  
**Sent:** Monday, October 7, 2024 5:09 PM  
**To:** Planning  
**Subject:** Opposition for SUP 24-008 for White Whale Properties

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Thank you for your time and consideration.

Sincerely,

Dana Alvidrez

5534 Forest Drive North,

Pinedale, AZ 85934

## Tyler Richards

---

**From:** brent moyapainting.com <brent@moyapainting.com>  
**Sent:** Tuesday, October 15, 2024 4:03 PM  
**To:** Planning  
**Subject:** SUP24-008 White Whale Properties, LLC EVENT Venue SUP, District 4

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

Some people who received this message don't often get email from brent@moyapainting.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

To Whom It may concern:

I am not in favor of having an event Venue in our quiet neighborhood.  
It will bring Noise, Traffic, dust, and loud Music,  
And keep us up at night  
Please don't give them the permit.

Thanks

Brent Moya  
President  
Moya Painting Inc  
602-329-9622



**Moya Painting**

Best Family-Owned Painting Contractor  
Greater Phoenix

**BUILD**



Construction & Engineering  
Awards 2020

## Tyler Richards

---

**From:** brent moyapainting.com <brent@moyapainting.com>  
**Sent:** Tuesday, October 15, 2024 4:11 PM  
**To:** Planning  
**Subject:** SUP24-008 White Whale Properties,LLC Event Venue SUP, District 4  
**Attachments:** White Whale prop.pdf

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

Some people who received this message don't often get email from brent@moyapainting.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

Brent Moya  
President  
Moya Painting Inc  
602-329-9622



**Moya Painting**

Best Family-Owned Painting Contractor  
Greater Phoenix



## Tyler Richards

---

**From:** David Norton <david-norton@outlook.com>  
**Sent:** Thursday, November 7, 2024 12:44 AM  
**To:** Planning  
**Subject:** Public Hearing Notice Objection

Some people who received this message don't often get email from david-norton@outlook.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

County Representative,

I'm emailing you regarding the public hearing to be held on Thursday November 21st, 2024 at 6:00 PM for the agenda item for SUP 24-008 WHITE WHALE PROPERTIES LLC EVENT VENUE SUP, DISTRICT IV.

I have a home in Pinedale, AZ. I am opposed to changing the zoning to allow commercial event venues in this part of Pinedale. This is a quiet, residential community along a dirt road. There are two primary objection that I have. First, the traffic in and out along a single dirt road in which many residential homes are located will create noise and dust for the residents. Second, the noise which will often be at night in a quite forrest area next to homes.

Please do not approve the zoning request.

David Norton  
480-930-0329

**From:** David Norton <david-norton@outlook.com>  
**Sent:** Thursday, November 7, 2024 12:44 AM  
**To:** Planning  
**Subject:** Public Hearing Notice Objection

Some people who received this message don't often get email from [david-norton@outlook.com](mailto:david-norton@outlook.com). [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

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Please do not approve the zoning request.

David Norton  
480-930-0329

## Tyler Richards

---

**From:** Wade Warden <eaglesnest1119@gmail.com>  
**Sent:** Thursday, November 7, 2024 10:35 AM  
**To:** Planning  
**Subject:** SUP 24-008 White Whale Properties

**Caution: This email originated from outside of Navajo County.**

I am a full time resident of Pinedale Estates, it is my understanding that Rock Creek 5571 Aurelio has filed for a large events permit. this property is already a problem with Noise Violations (some lasting until 3 or 4 AM), as well as Speeding and age violations in Off road vehicles. this is a RESIDENTIAL Area!!!!, the people renting this do not care about anyone that lives here, they are only here to PARTY and tear up the trails, they do not follow the rules or guidelines posted on website. !!! It is already out of hand and any permit allowing large parties will be worse for all Residence in Pinedale Estates  
We are Strongly Opposed to this !!!

Wade & Barbara Warden  
551 Elk Dr.  
Pinedale AZ 85934  
520-631-0232



## Tyler Richards

---

**From:** scrappyd@citlink.net  
**Sent:** Thursday, November 7, 2024 6:57 PM  
**To:** Planning  
**Subject:** Regarding special use permit request for White WHALE Properties 5557 Aurelio Way Show Low AZ 85901

Some people who received this message don't often get email from scrappyd@citlink.net. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

Navajo County Planning and Zoning  
PO Box 668  
Holbrook, AZ 86025

SUP 24-008 White Whale Properties  
LLC Event Venue SUP, District IV  
November 21, 2024

Dana Mead  
PO Box 1112  
Pinedale, AZ 85934  
928 739 4104

To Whom it May Concern,

I am writing in regard to the property listed at 5557 Aurelio Way, Show Low, AZ 85901 also known as White Whale Properties Travel Platform listed at travel White Whale.com also known as Rock Creek Ranch Arizona listed on Alrbnb.com.

This property is directly across the street from our home of 29+ years. My husband and I moved and built our home here to be in a quiet and serene area. Most of the neighbors in the subdivision of 200 + lots did their due diligence before purchasing and found this quiet place where (mostly) retirees desired to spend their final years in a peaceful place out of the city.

This commercial business has already negatively impacted our neighborhood and is requesting a special permit from Navajo County to allow larger weddings and events at the property. It has been a nightmare this past summer. Almost every weekend as well as weekdays- being screamed at by New Agers on the loud speakers doing some kind of religious ceremony (I Guess) in the morning hours and we were blasted with loud music, (seriously how many times do you have to hear "Shes a Brick House" played over and over on a loud speaker? drunk people squealing and unruly laughter outside until almost midnight some nights. The forest is also ablaze will strings of bright white lights into the wee hours of the night most every night. This property is lower than ours forming a natural amphitheater which makes it sound like they are on our front porch!

It is also 4 1/2 miles on a dirt road to reach this property. The road was worse than I ever remember it. I have lived here almost 30 years. The extra traffic left the road so bumpy that you could barely keep your vehicle on the road and on our challenging corners had to slow down to 10 miles an hour. Any more traffic load will make it impassable.

There are many fire concerns with these larger groups of partiers! The Estates residents are aware that our deed restrictions restrict all open fires.....period. How do we monitor smoking and outdoor fires for these 125 event goers with a portion of them being inebriated? This is a serious concern, we had a difficult time evacuating our small community during the Rodeo Chediski fire- how will we evacuate another 125 people? Also we share our well with White Whale Properties which was a family residence when we annexed them on to our community well. It is a very old well system with two small holding tanks and no fire hydrants of any sort! We barely have enough water for our small community at this time and have had several water outages this past summer- that is too many more people for our dilapidated water system.

Then there are the four wheelers that they have been bringing with them. Obviously the guests cannot read road signs. I estimate that the flying 4 wheelers run down Rim road 50 or more miles an hour! It is insane- on those weekends you don't dare take a walk with your dog or grandkids on Rim road because you will get run over by the crazy people staying at White Whale Properties. And if that isn't bad enough some of the 4 wheeler people have giant speakers on their vehicles so we can be blasted with heavy metal music all day while they tear up and down the road.

There are many more concerns but we will let our voices be heard at the November 21st meeting!

We appeal to you to deny this special use permit and any future permits or variances that may be applied for, for the sake of the serenity, welfare and safety of our little community and our surrounding neighbors.

Thank you again for your attention and concern in this matter.

Dana Mead  
9287394104  
Forest Drive  
Pinedale Estates

**From:** scrappyd@citlink.net  
**Sent:** Thursday, November 7, 2024 6:57 PM  
**To:** Planning  
**Subject:** Regarding special use permit request for White WHALE Properties 5557 Aurelio Way Show Low AZ 85901

Some people who received this message don't often get email from [scrappyd@citlink.net](mailto:scrappyd@citlink.net). [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

Navajo County Planning and Zoning  
PO Box 668  
Holbrook, AZ 86025

SUP 24-008 White Whale Properties  
LLC Event Venue SUP, District IV  
November 21, 2024

Dana Mead  
PO Box 1112  
Pinedale, AZ 85934  
928 739 4104

To Whom it May Concern,

I am writing in regard to the property listed at 5557 Aurelio Way, Show Low, AZ 85901 also known as White Whale Properties Travel Platform listed at travel White Whale.com also known as Rock Creek Ranch Arizona listed on Alrbnb.com.

This property is directly across the street from our home of 29+ years. My husband and I moved and built our home here to be in a quiet and serene area. Most of the neighbors in the subdivision of 200 + lots did their due diligence before purchasing and found this quiet place where (mostly) retirees desired to spend their final years in a peaceful place out of the city.

This commercial business has already negatively impacted our neighborhood and is requesting a special permit from Navajo County to allow larger weddings and events at the property. It has been a nightmare this past summer. Almost every weekend as well as weekdays- being screamed at by New Agers on the loud speakers doing some kind of religious ceremony (I Guess) in the morning hours and we were blasted with loud music, (seriously how many times do you have to hear "Shes a Brick House" played over and over on a loud speaker? drunk people squealing and unruly laughter outside until almost midnight some nights. The forest is also ablaze will strings of bright white lights into the wee hours of the night most every night. This property is lower than ours forming a natural amphitheater which makes it sound like they are on our front porch!

It is also 4 1/2 miles on a dirt road to reach this property. The road was worse than I ever remember it. I have lived here almost 30 years. The extra traffic left the road so bumpy that you could barely keep your vehicle on the road and on our challenging corners had to slow down to 10 miles an hour. Any more traffic load will make it impassable.

There are many fire concerns with these larger groups of partiers! The Estates residents are aware that our deed restrictions restrict all open fires.....period. How do we monitor smoking and outdoor fires for these 125 event goers with a portion of them being inebriated? This is a serious concern, we had a difficult time evacuating our small community during the Rodeo Chediski fire- how will we evacuate another 125 people? Also we share our well with White Whale Properties which was a family residence

when we annexed them on to our community well. It is a very old well system with two small holding tanks and no fire hydrants of any sort! We barely have enough water for our small community at this time and have had several water outages this past summer- that is too many more people for our dilapidated water system.

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There are many more concerns but we will let our voices be heard at the November 21st meeting!

We appeal to you to deny this special use permit and any future permits or variances that may be applied for, for the sake of the serenity, welfare and safety of our little community and our surrounding neighbors.

Thank you again for your attention and concern in this matter.

Dana Mead  
9287394104  
Forest Drive  
Pinedale Estates

**From:** David Norton <david-norton@outlook.com>  
**Sent:** Wednesday, September 11, 2024 8:34 PM  
**To:** Planning  
**Subject:** Hearing Comments for 9/26/2024

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

Some people who received this message don't often get email from [david-norton@outlook.com](mailto:david-norton@outlook.com). [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

To whom it may concern,

I'm writing in regards to the hearing notice dated for September 26th, 2024 regarding SUP 24-008 White Whale Properties LLC Event Venue Sup District IV. APN#: 409-01-008C, T10N, R20E, S20 of the GSRM. Owner White Whale Properties LLC. Agent: Zachary Markham.

I would like to express my objections and concerns to allow a commercial enterprise of this type to exist in Pinedale and its immediate surroundings. I believe this would be a significant disruption to the peace and living conditions of those in the area. Zoning should be restricted to single family residences.

Pinedale is a small community with one main road through town. The majority of the road into Pinedale Estates is a dirt road that is not maintained frequently enough as is. Residential homes exist along that single dirt road. Allowing for a commercial event venue that would increase traffic would bring noise and dust to those in the community. Additionally, the increased traffic may impact the drivability of the dirt road.

People have bought homes in the Pinedale area to escape the noise and commercial traffic that exists in larger, surrounding areas, including Heber, Lindon, and Show Low. These other towns have areas zoned for commercial venues. White Whale Properties should find a location for their business that is already zoned and conducive for their business, rather than expect an existing community to be disrupted, inconvenienced, and subjected to noise, traffic, and dust.

Noise from the venue is also a concern. Sound carries far in the open country, and a barn would not be able to insulate noise from impacting the homes in the area.

Regards,

Dave Norton  
480-930-0329

## Tyler Richards

---

**From:** Natalie Norton <nattynorton@yahoo.com>  
**Sent:** Thursday, November 7, 2024 10:24 PM  
**To:** Planning  
**Subject:** zoning meeting

Some people who received this message don't often get email from nattynorton@yahoo.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

To Whom It May Concern:

I am writing concerning SUP 24-008 White Whale Properties LLC Event Venue SUP, District IV. I object to changing the zoning that would allow a event venue in our residential area. The dirt roads are not adequate to support an event venue. In addition to the increased traffic, the venue would cause unnecessary noise in the area.

I am a homeowner in Pinedale.

Thank you for your time,  
Natalie Norton  
480-274-4593

**From:** Natalie Norton <nattynorton@yahoo.com>  
**Sent:** Thursday, November 7, 2024 10:24 PM  
**To:** Planning  
**Subject:** zoning meeting

Some people who received this message don't often get email from [nattynorton@yahoo.com](mailto:nattynorton@yahoo.com). [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

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I am writing concerning SUP 24-008 White Whale Properties LLC Event Venue SUP, District IV. I object to changing the zoning that would allow a event venue in our residential area. The dirt roads are not adequate to support an event venue. In addition to the increased traffic, the venue would cause unnecessary noise in the area.

I am a homeowner in Pinedale.

Thank you for your time,  
Natalie Norton  
480-274-4593

## Tyler Richards

---

**From:** Robert Baldwin <robertbaldwin9@gmail.com>  
**Sent:** Friday, November 8, 2024 8:59 AM  
**To:** Planning  
**Subject:** Opposed to Petition SUP24-008  
**Attachments:** 465784001\_10226005418668743\_6569509005076464752\_n.jpg

Some people who received this message don't often get email from robertbaldwin9@gmail.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

TWIMC,

As a NC resident and concerned citizen, I am in opposition to the subject proposal also referenced on the enclosure.

Thank-you,

Robert

Robert Baldwin  
2451 S. Silver Oak Ave.  
Show Low, AZ 85901  
Hm: (928) 251-0583  
Cell: (310) 713-9124



**From:** Robert Baldwin <robertbaldwin9@gmail.com>  
**Sent:** Friday, November 8, 2024 8:59 AM  
**To:** Planning  
**Subject:** Opposed to Petition SUP24-008  
**Attachments:** [465784001\\_10226005418668743\\_6569509005076464752\\_n.jpg](#)

Some people who received this message don't often get email from [robertbaldwin9@gmail.com](mailto:robertbaldwin9@gmail.com). [Learn why this is important](#)

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As a NC resident and concerned citizen, I am in opposition to the subject proposal also referenced on the enclosure.

Thank-you,

Robert

Robert Baldwin  
2451 S. Silver Oak Ave.  
Show Low, AZ 85901  
Hm: (928) 251-0583  
Cell: (310) 713-9124

## Tyler Richards

---

**From:** LD Phillips <ldphillips2020@gmail.com>  
**Sent:** Saturday, November 9, 2024 12:21 PM  
**To:** Planning  
**Subject:** Re: White Whale Properties LLC -Pinedale, AZ 24-008

Some people who received this message don't often get email from ldphillips2020@gmail.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

[Ldphillips2020@gmail.com](mailto:ldphillips2020@gmail.com)

On Wed, Sep 25, 2024, 5:10 PM LD Phillips <[ldphillips2020@gmail.com](mailto:ldphillips2020@gmail.com)> wrote:

To Whom It May Concern:

I have been a part of the Pinedale community since the mid-1970's, riding my horses, hiking, bicycling and making friends with neighbors and members of the Forest Service. One of the many reasons I have enjoyed Pinedale is due to the fact that it is a small, quaint, cohesive little town. I truly believe that adding another Event Center, when there is already a perfectly fine community gathering venue at Pinedale Library property will tear at the soulful, friendly fabric of the long-time residents of a small town life experience.

I was recently in Snowflake/Taylor and I couldn't believe all of the sounds of gun shots and the loud ruckus carrying on by the people who have moved into that community. It would be a complete disgrace to invite that type of behavior from loud, obnoxious, disrespectful people anywhere near Pinedale. Therefore, I strongly disapprove of adding another Event Center to the Pinedale community, the only town in the state of AZ with a nostalgic covered bridge (the bridge in Holbrook doesn't compare).

Respectfully,

Leesa Phillips  
[5455 Herd Street](#)  
[Pinedale, AZ 85934](#)

**From:** LD Phillips <ldphillips2020@gmail.com>  
**Sent:** Saturday, November 9, 2024 12:21 PM  
**To:** Planning  
**Subject:** Re: White Whale Properties LLC -Pinedale, AZ 24-008

Some people who received this message don't often get email from [ldphillips2020@gmail.com](mailto:ldphillips2020@gmail.com). [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

[Ldphillips2020@gmail.com](mailto:Ldphillips2020@gmail.com)

On Wed, Sep 25, 2024, 5:10 PM LD Phillips <[ldphillips2020@gmail.com](mailto:ldphillips2020@gmail.com)> wrote:

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Respectfully,

Leesa Phillips  
[5455 Herd Street](#)  
[Pinedale, AZ 85934](#)

## Tyler Richards

---

**From:** Chuck Bedal <cdbedal@yahoo.com>  
**Sent:** Saturday, November 9, 2024 3:15 PM  
**To:** Planning  
**Subject:** SUP 24-008 WHITE WHALE PROPERTIES LLC EVENT VENUE SUP, DISTRICT IV

Some people who received this message don't often get email from cdbedal@yahoo.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

Dear Sirs:

Today we received a 3rd notice of White Whale Properties wanting to turn what was Gary Hunter's property into an event venue for groups up to 125 people and that equals Lots Of Noise. Rim Road separates Pinedale Estates on the west side from Gary Hunter's former property on the east side of Rim Road.

Pinedale Estates is a bedroom community. Some are retired and those that do work, work in Show Low. We live here because it is peaceful and quiet. We do see deer often and we also see bears once in awhile. The nearest post office is four miles away. There are no stores, we do our shopping in Show Low or Snowflake. Most of all we enjoy the peace and quiet of the area. During the past five years we have heard one siren. Navajo County clears the snow off the dirt road when it snows. We can look out our bedroom window and see the house Gary Hunter built on the property in question.

Sincerely,

Chuck & Carol Bedal  
591 Ridge Drive East  
PO Box 1205  
Pinedale, AZ

**From:** Chuck Bedal <cdbedal@yahoo.com>  
**Sent:** Saturday, November 9, 2024 3:15 PM  
**To:** Planning  
**Subject:** SUP 24-008 WHITE WHALE PROPERTIES LLC EVENT VENUE SUP, DISTRICT IV

Some people who received this message don't often get email from [cdbedal@yahoo.com](mailto:cdbedal@yahoo.com). [Learn why this is important](#)

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Sincerely,

Chuck & Carol Bedal  
591 Ridge Drive East  
PO Box 1205  
Pinedale, AZ

## Tyler Richards

---

**From:** Kayla Kennedy <kaylakennedy027@gmail.com>  
**Sent:** Sunday, November 10, 2024 5:18 PM  
**To:** Planning  
**Subject:** CONSIDERATION

[Some people who received this message don't often get email from kaylakennedy027@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

Caution: This email originated from outside of Navajo County.

To whom this may concern,

I am writing this email in regards to the property owned by Zachary Markham in Pinedale AZ.

This is my objection to an event center at this property.

The constant music, yelling, commotion, and pure chaos is making this making this community unbearable to live in and ruining it's quiet, serene, forest like qualities that make it so special.

If you are reading this please consider if you would be ok with living by a home that's has chaos always coming from it. Would you want to sit on your porch and hear screaming and music? Would you want to come from work to the constant sound disturbances?

Please consider this when making this decision and consider all the people that live full time in this community.

Thank you so much,

And if you would like videos of these occurrences I would be happy to send those as well.

Kayla

## Tyler Richards

---

**From:** Kayla Kennedy <kaylakennedy027@gmail.com>  
**Sent:** Sunday, November 10, 2024 5:22 PM  
**To:** Planning  
**Subject:** VIDEO OF NOISE DISTURBANCE  
**Attachments:** Video.mov

[Some people who received this message don't often get email from kaylakennedy027@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

Caution: This email originated from outside of Navajo County.

Attached is a video of the property owned by Zachary Markham and one of his many parties and many people causing a major noise disruption in this community

## Tyler Richards

---

**From:** Carri Marzullo <merrycarri@hotmail.com>  
**Sent:** Monday, November 11, 2024 3:21 PM  
**To:** Planning  
**Subject:** SUP 24-008 White Whale Properties LLC Event Venue SUP, District 4.

Some people who received this message don't often get email from merrycarri@hotmail.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

November 11, 2024

Dear Navajo County Planning Board members,

I wanted to share with you some concerns I have about the request for a special use permit for events and weddings submitted by White Whale Properties LLC Event Venue dba Rock Creek Ranch in Pinedale, Arizona. Reference SUP 24-008 White Whale Properties LLC Event Venue SUP, District 4. This matter will come before the Planning Board meeting on Thursday, November 21, 2024.

As you know, Pinedale and Pinedale Estates are small, rural, residential communities bordered by Apache Sitgreaves National Forest.

Currently the 5 miles of Pinedale Road and Rim Drive from Highway 260 to the forest border (4 miles of which are gravel) are maintained by Navajo County and Road Supervisor George Amador has done an excellent job in maintaining these roads but an influx of 125 people on a regular basis, in addition to construction crews, wood cutters and hunters will make it very difficult to maintain these roads and increase the costs of maintenance. Another concern is the chance of accidents with the cattle that roam our roads, most of which are black and very difficult to see at night?

Another concern I have is the possibility of fire hazard. How can we be certain that large groups of visitors will adhere to forest restrictions such as no smoking outside of their vehicles or enclosed building, or where will they park their vehicles where there is no tall, dry grass? Will the Clay Springs/Pinedale Fire Department be able to handle this increased fire danger and/ or emergency medical situations?

Another concern is the shortage of water. Currently Pinedale Estates and the properties directly across the wash - this includes Rock Creek Ranch -operate on a very old Domestic Water Improvement District (DWID). Water shortages have occurred in the past especially on weekends when visitors and/or part-time residents increase the water usage. Will there be enough water for large groups? It's very doubtful.

As you know Navajo County is a very large county with a limited number of sheriff deputies. How long would it take law enforcement to arrive should a law enforcement situation occur?

Lastly we are concerned about sewage effluent as their septic system will border the wash where our community well is located.



In conclusion, I ask you to seriously consider the points I've raised and deny the special use permit for White Whale Properties, LLC Event Venue, dba Rock Creek Ranch in Pinedale, Arizona.

Thank you for your consideration.

Sincerely,

Steve and Carri Marzullo  
5523 Deer Run Road  
Pinedale Estates, Arizona 85934  
928-242-9245 or merrycarri@hotmail.com

***Just thinking...***

***If a blind person hears me, could they tell I'm a Christian?***

***If a deaf person sees me, could they see Christ living through me?***

**From:** Carri Marzullo <merrycarri@hotmail.com>  
**Sent:** Monday, November 11, 2024 3:21 PM  
**To:** Planning  
**Subject:** SUP 24-008 White Whale Properties LLC Event Venue SUP, District 4.

Some people who received this message don't often get email from [merrycarri@hotmail.com](mailto:merrycarri@hotmail.com). [Learn why this is important](#)

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November 11, 2024

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5523 Deer Run Road  
Pinedale Estates, Arizona 85934  
928-242-9245 or [merrycarri@hotmail.com](mailto:merrycarri@hotmail.com)

***Just thinking...***

***If a blind person hears me, could they tell I'm a Christian?***

***If a deaf person sees me, could they see Christ living through me?***

## Tyler Richards

---

**From:** Gary Simmons <gsandns1971@yahoo.com>  
**Sent:** Tuesday, November 12, 2024 8:04 AM  
**To:** Planning  
**Subject:** White whale properties

Some people who received this message don't often get email from gsandns1971@yahoo.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

We bought our home in Pinedale Arizona because it was a quiet community. We do not want to have commercial ventures approved for pinedale. This is regards to White Whale Properties building there event center. Please do not approve it. Gary and NaDene Simmons

[Sent from Yahoo Mail for iPad](#)

**From:** Gary Simmons <gsandns1971@yahoo.com>  
**Sent:** Tuesday, November 12, 2024 8:04 AM  
**To:** Planning  
**Subject:** White whale properties

Some people who received this message don't often get email from [gsandns1971@yahoo.com](mailto:gsandns1971@yahoo.com). [Learn why this is important](#)

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[Sent from Yahoo Mail for iPad](#)

## Tyler Richards

---

**From:** Mitch anderson <mitchanderson907@gmail.com>  
**Sent:** Tuesday, November 12, 2024 1:47 PM  
**To:** Planning  
**Subject:** Public Hearing White Whale properties SUP 24-008

Some people who received this message don't often get email from mitchanderson907@gmail.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

To whom it may concern,

My name is Mitchell Anderson

I wanted to submit a response to public hearing for SUP 24-008. I have stayed at this property several times with my family and I love the location. It's a great place to get our family out of the city. I know Zachary Markham very well on a personal level and know he cares about his guests and community. I feel he only has the best interest of everyone when he wants to share this beautiful space with the people he knows best.

Thanks,  
Mitchell Anderson

**From:** Mitch anderson <mitchanderson907@gmail.com>  
**Sent:** Tuesday, November 12, 2024 1:47 PM  
**To:** Planning  
**Subject:** Public Hearing White Whale properties SUP 24-008

Some people who received this message don't often get email from [mitchanderson907@gmail.com](mailto:mitchanderson907@gmail.com). [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

To whom it may concern,

My name is Mitchell Anderson

I wanted to submit a response to public hearing for SUP 24-008. I have stayed at this property several times with my family and I love the location. It's a great place to get our family out of the city. I know Zachary Markham very well on a personal level and know he cares about his guests and community. I feel he only has the best interest of everyone when he wants to share this beautiful space with the people he knows best.

Thanks,  
Mitchell Anderson

## Tyler Richards

---

**From:** Josh Hansen <joshibob160@gmail.com>  
**Sent:** Tuesday, November 12, 2024 2:09 PM  
**To:** Planning  
**Subject:** Hearing Date: 11/21/2024 SUP 24-008 White Whale Properties LLC Event Venue SUP, District IV

Some people who received this message don't often get email from joshibob160@gmail.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

To whom it may concern,

I have visited the property (APN 409-01-008C) as a guest and I feel that the proposed permit for the construction of an event venue would greatly enhance the community and make a positive impact on the local economy. An event venue will promote economic activity and will bring people to the county to support the county's economic activity as a whole.

Zachary Markham is a great host and cares about his neighbors and community. When I visited, the property was beautiful and very well maintained. The proposed development would continue to enhance not just the property itself but the values to the properties in direct proximity.

It is my comment and opinion that the board should approve the permit for the construction of the event barn.

Best,

Josh Hansen  
480-338-1469



**From:** Josh Hansen <joshsbob160@gmail.com>  
**Sent:** Tuesday, November 12, 2024 2:09 PM  
**To:** Planning  
**Subject:** Hearing Date: 11/21/2024 SUP 24-008 White Whale Properties LLC Event Venue SUP, District IV

Some people who received this message don't often get email from [joshsbob160@gmail.com](mailto:joshsbob160@gmail.com). [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

To whom it may concern,  
I have visited the property (APN 409-01-008C) as a guest and I feel that the proposed permit for the construction of an event venue would greatly enhance the community and make a positive impact on the local economy. An event venue will promote economic activity and will bring people to the county to support the county's economic activity as a whole.

Zachary Markham is a great host and cares about his neighbors and community. When I visited, the property was beautiful and very well maintained. The proposed development would continue to enhance not just the property itself but the values to the properties in direct proximity.

It is my comment and opinion that the board should approve the permit for the construction of the event barn.

Best,

Josh Hansen  
480-338-1469

## Tyler Richards

---

**From:** Karrie DeVore <Karrie@fidelisins.com>  
**Sent:** Tuesday, November 12, 2024 2:36 PM  
**To:** Planning  
**Subject:** Zachary Markham /White Whale Properties LLC

Some people who received this message don't often get email from karrie@fidelisins.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

Good afternoon!

I wanted to reach out to you personally to give feedback about the proposed public hearing for White Whale Properties LLC Event Venue Sup, District IV. I would love to see this approved. Not only will the ability to host weddings and special events be of great value to the community, but I think it's important that you know the owner's intent to do only good in the community. Providing a beautiful setting for small weddings and special occasions is an important wish for the community that Zachary Markham is hoping to bring forward.

I may have a unique perspective, as I have witnessed Zachary Markham's business acumen not only as an employee of Fidelis for the last 2+ years, but previously as a leader in an adjacent business working with his direct and indirect employees and also witnessing his generosity outside of business. I know Zach and his family to be deeply committed to preserving and supporting Navajo County, both personally and in business.

I hope you find this helpful and support the approval of the event barn proposed by Zachary Markham /White Whale Properties LLC. You are welcome to contact me directly if I may be of further help. Thank you.



# PUBLIC HEARING NOTICE

Notice is hereby given that the Navajo County Planning & Zoning Commission will hold a public hearing on **Thursday, the 21st of November, at 6:00 p.m.** At the Navajo County Board of Supervisors' Chambers, 100 E. Code Talkers Drive, Holbrook, Arizona, to consider the following:

**SUP 24-008 WHITE WHALE PROPERTIES LLC EVENT VENUE SUP, DISTRICT IV:**  
Consideration of request by Zachary Markham to allow for the construction of an event barn, and operation as an event venue for groups up to 125 people on approximately 5.02 acres in the Pinedale area. APN#: 409-01-008C, T10N, R20E, S20 of the GSRM. Owner: White Whale Properties, LLC. Agent: Zachary Markham.

Navajo County Public Works / Planning & Development Services  
(908) 535-7155

<https://www.navajocountyaz.gov/268/Planning-Development-Services>

The Navajo County Planning and Zoning Commission will hold a meeting on **Thursday, October 21st, 2024**, in the Supervisors' Chamber in the Navajo County Governmental Center, Holbrook, Arizona. One or more Commissioners may attend telephonically. This meeting will be available to live view on the Navajo County Website at [www.navajocountyaz.gov/659](http://www.navajocountyaz.gov/659).

All public comments will need to be made in-person, during the meeting, or in writing, 24 hours prior to the meeting.

If you would like to provide written comments, please take the following actions:

1. Email Planning at [planning@navajocountyaz.gov](mailto:planning@navajocountyaz.gov) or call and leave a message at 908-535-7155.
2. Identify the Planning and Zoning Commission meeting date, the agenda item number and title.
3. State your name and telephone number.
4. Comments or questions should be sent by **November 20th, 2024, by 6:00 pm** to the **November 21st, 2024, Commission meeting.**



**Karrie DeVore**  
Director of Sales & Partnerships

☎ 480.750.2331

Text: 602.214.8922

✉ [karrie@fidelisins.com](mailto:karrie@fidelisins.com)

🌐 [fidelisagents.com](http://fidelisagents.com) • [fidelisins.com](http://fidelisins.com)

📍 1757 E Baseline Rd., Ste. 141 • Gilbert, AZ 85233



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**From:** Karrie DeVore <Karrie@fidelisins.com>  
**Sent:** Tuesday, November 12, 2024 2:36 PM  
**To:** Planning  
**Subject:** Zachary Markham /White Whale Properties LLC

Some people who received this message don't often get email from [karrie@fidelisins.com](mailto:karrie@fidelisins.com). [Learn why this is important](#)

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Good afternoon!

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I hope you find this helpful and support the approval of the event barn proposed by Zachary Markham /White Whale Properties LLC. You are welcome to contact me directly if I may be of further help. Thank you.



**Karrie DeVore**  
Director of Sales & Partnerships

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## Tyler Richards

---

**From:** Monica Johnston <monica@fidelisins.com>  
**Sent:** Tuesday, November 12, 2024 2:54 PM  
**To:** Planning  
**Subject:** SUP 24-008 White Whale Properties LLC Event Venue SUP, District IV

Some people who received this message don't often get email from monica@fidelisins.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

Meeting Date: November 21, 2024

Agenda Item: SUP 24-008 White Whale Properties LLC Event Venue SUP, District IV

Name: Monica Johnston

Phone Number: 480-272-5753

When considering the request made by Zachary Markham, I highly recommend that you **allow** him to construct the event barn.

The event barn will be a huge asset to the community both directly and indirectly.

The economic growth and opportunities it will provide for the community would bless so many people! In times like this, we cannot and should not deny any opportunity that would help so many people provide for themselves and their families.

Thank you for your consideration,  
Monica Johnston

This email message and any files transmitted with it may contain confidential material and are intended only for those persons or entities to which it is addressed. If you have received this email message and information in error, please contact the sender and delete all copies that you have received.

**From:** Monica Johnston <monica@fidelisins.com>  
**Sent:** Tuesday, November 12, 2024 2:54 PM  
**To:** Planning  
**Subject:** SUP 24-008 White Whale Properties LLC Event Venue SUP, District IV

Some people who received this message don't often get email from [monica@fidelisins.com](mailto:monica@fidelisins.com). [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

Meeting Date: November 21, 2024

Agenda Item: SUP 24-008 White Whale Properties LLC Event Venue SUP, District IV

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## Tyler Richards

---

**From:** beeduh@gmail.com  
**Sent:** Wednesday, November 13, 2024 12:49 PM  
**To:** Planning  
**Subject:** SUP 24-008 White Whale LLC

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Some people who received this message don't often get email from beeduh@gmail.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

Gentlemen:

As a current full-time resident of Pinedale, I write in opposition to *another* “event center” in this small community.

My husband and I were part of the community committee who founded Pinedale Heritage Inc. years ago because we agreed that we all needed a community center for events. The Community Center that we currently have - has been adequate for our “events” for many years.

We purchased this property 50 years ago *specifically because* it was in this private, quiet, small community and we would like it to **stay** small, private and quiet!

Sincerely,

Bitia Phillips  
Parcel # 205-24-013A  
480-540-8310

[Sent from Yahoo Mail for iPad](#)

**From:** beeduh@gmail.com  
**Sent:** Wednesday, November 13, 2024 12:49 PM  
**To:** Planning  
**Subject:** SUP 24-008 White Whale LLC

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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Sincerely,

Bitá Phillips  
Parcel # 205-24-013A  
480-540-8310

[Sent from Yahoo Mail for iPad](#)

## Kristyn Saunders

---

**From:** scrappyd@citlink.net  
**Sent:** Wednesday, November 13, 2024 7:23 PM  
**To:** Planning  
**Subject:** Objection to White Whale Properties Special Permit Request

Some people who received this message don't often get email from scrappyd@citlink.net. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

SUP 24-800 White Whale Properties LLC Event Venue SUP, District IV

Planning and Zoning Meeting November 21,2024

I am writing in objection to the Special Permit Request by White Whale Properties also known as Rock Creek Ranch. We own the property right across the road from WWP.

My husband and I are full time missionaries on the Hopi Reservation in Kykotsmovi Village, AZ. We are not young and if you know anything about Native American Ministry, then you know that it is hard, exhausting and emotionally draining work.

We purchased our home in Pinedale Estates to provide a respite and some relief from the trauma that surrounds us constantly on the reservation. We drive to the Estates at least twice a month to spend a few days resting, recuperating and enjoying basic necessities such as a flush toilet, and a washer and dryer.

This commercial travel resort has already changed our peaceful surroundings into frequent chaos. On the reservation we are constantly bombarded by the devastating effects of alcoholism every day. We came here to escape the turmoil and now find loud partiers - loud music - crazy laughter - bright lights into the late hours of the evening. What we need to get away from is now in our front yard.

It seems unfair for a commercial business to be permitted to change the entire character of this area with absolutely no benefit to anyone in this community and certainly not a benefit to us.

We ask you to deny this special use permit request and any other expansion requests in the future; for the sake of this community and for the sake of the children we minister to. At our advancing ages we desperately need our times of rest in order to continue to minister to our Native American Hopi People.

Very Sincerely,

Pastor Harry and Lori Nutumya

## Tyler Richards

---

**From:** scrappyd@citlink.net  
**Sent:** Wednesday, November 13, 2024 7:23 PM  
**To:** Planning  
**Subject:** Objection to White Whale Properties Special Permit Request

Some people who received this message don't often get email from scrappyd@citlink.net. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

SUP 24-800 White Whale Properties LLC Event Venue SUP, District IV

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Very Sincerely,

Pastor Harry and Lori Nutumya

## Tyler Richards

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**From:** corina corrado <ccorrado77@gmail.com>  
**Sent:** Wednesday, November 13, 2024 12:33 PM  
**To:** Planning  
**Subject:** SUP 24-008 White Whale Properties LLC Event Venue SUP, District IV

Some people who received this message don't often get email from ccorrado77@gmail.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

Hi my name is Corina Corrado. My phone number is 661-666-0132. There is a meeting date set for November 21, 2024. I wanted to send this email in regards to Zachary Markham's permit for the event barn. Zachary is an amazing host and truly cares about his neighbors and community. Not only would this be a great benefit to the community, it would also help with economic growth! There are just so many benefits to having this event barn built!

Thank you for your time!

- Corina Corrado

**From:** corina corrado <ccorrado77@gmail.com>  
**Sent:** Wednesday, November 13, 2024 12:33 PM  
**To:** Planning  
**Subject:** SUP 24-008 White Whale Properties LLC Event Venue SUP, District IV

Some people who received this message don't often get email from [ccorrado77@gmail.com](mailto:ccorrado77@gmail.com). [Learn why this is important](#)

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Thank you for your time!

- Corina Corrado

## Tyler Richards

---

**From:** Theresa Franklin <tfranklindesigns@gmail.com>  
**Sent:** Sunday, November 17, 2024 6:55 PM  
**To:** Planning  
**Subject:** SUP 24-008 White Whale Properties, LLC Event Venue SUP, District IV  
**Attachments:** Planning - Navajo County SUP 24-008 White Whale properties, LLC Event Venue SUP - District IV.pdf

Some people who received this message don't often get email from tfranklindesigns@gmail.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

Please see our attached letter in opposition to the SUP request by White Whale Properties, LLC for the Event Venue.

Thank you,

Robert and Theresa Franklin

**From:** Theresa Franklin <tfranklindesigns@gmail.com>  
**Sent:** Sunday, November 17, 2024 6:55 PM  
**To:** Planning  
**Subject:** SUP 24-008 White Whale Properties, LLC Event Venue SUP, District IV  
**Attachments:** [Planning - Navajo County SUP 24-008 White Whale properties, LLC Event Venue SUP - District IV.pdf](#)

Some people who received this message don't often get email from [tfranklindesigns@gmail.com](mailto:tfranklindesigns@gmail.com). [Learn why this is important](#)

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Please see our attached letter in opposition to the SUP request by White Whale Properties, LLC for the Event Venue.

Thank you,  
Robert and Theresa Franklin



## Tyler Richards

---

**From:** Michele Harrel <micheleharrel@aol.com>  
**Sent:** Tuesday, November 19, 2024 11:44 AM  
**To:** Planning  
**Subject:** UPDATE - RE: NOV. 21, 2024 MEETING, RE: SUP 24-008 WHITE WHALE PROPERTIES LLC EVENT VENUE SUP, DISTRICT IV

Some people who received this message don't often get email from micheleharrel@aol.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

Re: November 21, 2024 Planning & Zoning Commission meeting

Re: SUP 24-008 WHITE WHALE PROPERTIES LLC EVENT VENUE SUP, DISTRICT IV

To Navajo County Planning and Zoning Commission:

First, I want to address the Navajo County Public Works Department Planning & Development Staff Report, Planning and Zoning Commission for this request. Having found no category for the construction of an event barn and operation of an event venue under A-General Zone, I looked at what categories might be approved for a Special Use Permit. Again, I found nothing allowing commercial event barns or event venues. The Report refers to Zoning Ordinance, Article 20, Section 2001 numbers 17. Guest Ranches, and 20. Resort Hotels. However, the special use permit is being requested for a commercial event barn and event venue, not a guest ranch and not a resort hotel. Even if the property owners were applying for a special use permit as a guest ranch or a resort hotel, the property does not qualify.\*

Second, I want to address the community informational meeting that the property owners held on August 5, 2024. I attended it. They told us they had to record it for the county. I don't know if any of you listened to it, but after reading their "paraphrased" brief summary, I can attest that the summary is inaccurate at times. This includes attributing my name to a comment someone else made and that I would NOT make. And their summary response is not the verbal response they gave. I know some of my actual questions were not worded as I asked them, some being prompted for clarification of statements the owners made during the meeting. I don't appreciate someone taking the liberty to misrepresent/misquote me, especially in a document that is for the public record. Also, the responses the owners wrote in their summary were often more than a paraphrase, but changed to, apparently, portray themselves and their endeavor in a better light. Not all the questions/comments were included, nor was the statement that he made to those in attendance that going forward, they will not allow amplified sound. Not only do they continue to advertise on their website that they offer packages that include a PA system, but the very next Saturday, and many times since, there has been very loud amplified music, etc.

They told us that they were unaware of some of the large events that had taken place, but many of us wonder how that could be since they not only have cameras everywhere, but they have Tim, the neighbor whose house is directly behind the rental houses, and who is also their caretaker and who they referred to several times as being the one who monitors the property, particularly for noise and fires.

They said they had no idea what to expect at the meeting, then later, that they expected the questions being asked.

They stated that they want to be good neighbors, but apparently hadn't met most of us prior to the meeting even though at the time of the meeting, they had owned the property for going on two years.

They said that they want to be considerate, and could reduce, at their discretion and considering input from the community, the number of people allowed, even if a permit were granted for 125. However, they intend to go forward with the plan even though almost all the neighbors oppose it.

They were unaware of our water situation and hadn't given it thought, apparently since that wasn't something the county required. Some people offered them suggestions, and the summary response made it sound as though these issues were things they had already considered and had an answer for.

They mentioned a traffic study that showed minimal impact on the road travelled to get here. We live in reality, not some paid survey/study, and see the effects on the road after a busy weekend. They are not minimal.

They stated that they are only required to have parking for 25 vehicles. That's unrealistic to assume that, on average, five people would be riding to their property for an event in each vehicle.

They said that they would look into noise-measuring devices--for on their property, as well as across the road, etc. as the noise issue was brought up several times and they were advised that residents of Pinedale Estates and the neighboring properties hear the music and noise amplified from what it is on their property due to it being like a natural amphitheater. However, their summary notes state, "As for across the road, we would be monitoring the noise at our property which should in turn lessen the noise from across the road."

On the postcard invitation to the meeting, they mentioned that they believe their proposed event venue will benefit the community, but when questioned how, and told that I don't feel benefitted, they mentioned that they send overflow business to a neighboring large vacation rental, and can do the same for other such rentals. I believe there's only one or two, small cabins, in the neighborhood. That only benefits a few other real estate investors. It does not benefit the neighborhood.

Also, they say they want to hire local bakers, florists, caterers, etc. She mentioned being sure there are teenagers they could hire to help with tables and chairs. The neighborhood in which White Whale Properties' Rock Creek Ranch operates has no teenagers, but primarily older people and a couple of families with very young children. There is a baker and a general contractor, both who oppose the special use permit. Apparently, they are unaware of the dynamics of the neighborhood. An event venue could benefit a few area residents. It would not benefit the neighborhood community.

Sincerely,  
Michele Harrel

**AND**

Re: November 21, 2024 Planning & Zoning Commission meeting

Re: SUP 24-008 WHITE WHALE PROPERTIES LLC EVENT VENUE SUP, DISTRICT IV

Dear Navajo County Planning and Zoning Commission,

We are writing to express our strong opposition to the proposed zoning change within our community at APN# 409-01-008C. As concerned residents, who live directly across from the property, there are several serious issues with granting the request to construct and operate a commercial venue in our otherwise peaceful residential neighborhood. This letter aims to address the potential negative impacts on the lives of the current residents and to highlight the implications of the proposed zoning change/special use permit on our water system, roads,

property values, property taxes, quality of life, public safety, and the overall well-being of our community.

Introducing commercial activities into our safe and secluded, peaceful, beautiful residential community teeming with wildlife will bring an influx of strangers into the area and people wandering the neighborhood. It would also drive off wildlife. Statistics prove an increase in population/people/traffic leads to an increase in crime & accidents. We protest this increase. There would be an increase in people speeding through residential areas. Since people often drink at special events, there would be an increase in drivers under the influence, endangering children and pets and others who enjoy walking or biking our roads, as well as those driving. As crime and accidents increase, our homeowners & auto insurance rates will go up as they are based on zip code. These are not things any area resident should have to endure.

Another concern regarding introducing commercial activities into our rural residential community is the fact that law enforcement and other first responders are not in close proximity. We and the property under consideration for rezoning or a special use permit, are four miles from the volunteer Pinedale Fire Station, and there are no fire hydrants closer. With large groups of people, and if drinking is involved, as is often the case with weddings & parties, carelessness with fire increases, making the risk of loss from fire to our community, wildlife, and the surrounding forest greater. In addition, many non-locals are unaware of or disregard fire restrictions, further endangering the area. This neighborhood has already experienced a local fire six years ago, as well as the devastation of the Rodeo-Chediski Fire. Another fire is something we want to avoid.

Being five miles from the highway and approximately 20 miles to a town or city, it would take law enforcement a considerable amount of time to arrive on scene if there was a disturbance, problem or emergency. And should there be an increased presence of law enforcement in the area, we are concerned that our property taxes would increase. This is something that can be avoided by rejecting the proposed request.

Introducing commercial activities into our residential neighborhood would require increased road maintenance on the four miles of dirt road residents must travel to our homes due to increased traffic. Large events means a greater number of vehicles on a regular basis, which will surely damage our dirt county-maintained road, making it more difficult for local residents to traverse and harder on our vehicles, increasing our costs. We are also concerned that our property taxes will increase if the county does provide more road maintenance. These are not benefits to our community.

Introducing commercial activities, with groups of 125 extra people, using the water from our Pinedale Estates Domestic Water Improvement District (the DWID)--which Pinedale Estates residents and Pinedale Estates Property Owners Association spent years establishing--will tax our water system. The DWID, its board, & our water purveyor have spent much time and resources to bring our system and water output to its current level to provide for the current residents, and it is still a work in progress. We are concerned that our water system is unable to handle the extra

demand from a commercial event venue. We are also concerned that the proposed event center's septic would flow downstream into our new well water, a well that has taken years and money to locate due to contamination in many areas of the water table. Spot zoning a property for commercial use in our residential area will hurt the residents' water supply. This is unacceptable.

And then there is the noise issue, which has already been a problem at the White Whale Properties seeking permission for an event venue. There has already been whooping and yelling and banging at all hours of the night. There has been amplified music late at night, which carries throughout Pinedale Estates, the subdivision across the road from said property. While the barn might dampen the noise a little, people will not always be inside, and the number of people allowed would increase over fivefold, making the amount of noise generated that much greater. Many residents work and cannot afford to have their sleep disturbed by people partying loudly. Now when there are events at White Whale's "Rock Creek" property, not only do we have to keep our windows closed to slightly lessen the noise, but also as a measure of security when we go to bed. Being we rely on the cool, fresh, mountain, outside air to cool our home, this makes it unpleasantly hot for sleeping. Again, this is a serene, safe, residential community, not a commercial party zone.

Allowing a commercial event venue into our otherwise residential neighborhood raises serious concerns regarding the negative impact on property values. People buy & move here to get away from the crowds and for the quiet. A commercial use property would likely cause our property values to decrease as others seeking a quiet residential neighborhood would have to look elsewhere, and has the potential to drive out current residents—if they could afford to move.

Some local residents used all their money to move here after retiring to enjoy the rest of life. Others bought to raise their families in a quiet, secluded neighborhood surrounded by nature. Most of us made sacrifices to be here, and make sacrifices to live here. There would be no benefit to our neighborhood, only to the property owners if the zoning request is approved. The property owners have a right to pursue their dream, but not at the expense of the neighboring residents' dreams. There's the saying, "Location, location, location." Well, they picked the wrong location to have an event business.

If White Whale Properties' request for a commercial event venue is approved, the dynamic of our community would change from a quiet residential area to a commercial party/event zone which would disturb the local residents & wildlife; ruin our quality of life; increase traffic; tax our water system; possibly pollute our water source; cause more damage to the road; cause more potential hazards & crime; likely cause our property values to decrease; and likely cause our property taxes to increase.

If you were to live, or do live, in a quiet secluded community in the forest, would you want what they are requesting in your neighborhood? We imagine you would do everything in your power to stop it.

We urge you to seriously consider our concerns and make decisions that will preserve the integrity and well-being of our community and reject the request regarding APN# 409-01008C.

Thank you for your attention to this matter.

Sincerely,  
Ron & Michele Harrel

\*<https://www.azleg.gov/ars/42/13551.htm>,  
"42-13551. Definition of guest ranch

For the purposes of this article, "guest ranch" means real property and improvements to property being used as a guest ranch that meets all of the following:

1. Consists of at least one thousand contiguous acres that are any of the following:
  - (a) Private property adjacent to the headquarters.
  - (b) Leased property adjacent to the headquarters. For the purposes of this subdivision, the lease agreement may be for private or public real property and must be in writing and include riding rights.
  - (c) Public land that is subject to a riding permit.
2. Provides recreational activities that include horseback riding, hiking, biking or a working cattle ranch experience for guests.
3. Has an organized and supervised horse program on the property with a horse herd that consists of a number of horses that is equal to or greater than the total number of guest accommodations during the operating season in which guests are present.
4. Uses at least one permanent structure that has running water, sewage disposal and a kitchen.
5. Provides guests with three meals each day as part of the guest ranch's primary package, commonly referred to as the "American plan".
6. Includes the word "ranch" or "rancho" in the guest ranch's name."

'First, cases decided by courts over the years have produced legal definitions of importance to Arizona innkeepers. A "hotel" has been described as "a building held out to the public as a place where all transient persons who come will be received and entertained as guests for compensation and it opens its facilities to the public as a whole rather than limited accessibility to a well-defined private group.'" 4

(<https://www.azlta.com/wp-content/uploads/2014/01/2014-AZ-Law-Manual-Rev-Jul-2014.pdf>)

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## Tyler Richards

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**From:** Kathryn Odland <kpf108@gmail.com>  
**Sent:** Thursday, November 21, 2024 3:08 PM  
**To:** Planning; Katherine Wright  
**Subject:** Support for Special Use Permit Application White Whale Properties – 5557 Aurelio Way

You don't often get email from kpf108@gmail.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

**Good Afternoon County Planner's Office,**

**I hope this message finds you well. My name is Kathryn Odland, and I am the owner of the property located at 561 Rim Dr., which is adjacent to 5557 Aurelio Way, Show Low 85901, where White Whale Properties is seeking a Special Use Permit.**

**I had all intentions to attend the hearing tonight in person. However, I have come down with a terrible flu and in addition to not being well enough to attend, I am sure it is best that I don't attend in person so as to not spread this flu. I understand the importance of being present in person, yet I am hopeful that given my health this letter can be taken as if I were in person as that was my intention.**

**I am writing to express my full support for White Whale Properties' application. It is my understanding that this permit will allow them to enhance their property in a way that facilitates the creation of memorable experiences. Events and weddings bring families together and build community. Events and weddings also support local small businesses and the local economy. Having an event venue with this special use permit would increase guests staying at all local rental properties, helping the local economy and enabling many to enjoy the national forest.**

**Given the positive impact this project is expected to have, both in terms of community engagement and the enrichment of our local area, I wholeheartedly support the approval of their Special Use Permit application.**

**Additionally, as a direct neighbor, I have always felt that White Whale Properties and Zach have been very respectful to us and other neighbors. Their property is well maintained, and they are a great addition to the community.**

**Further, I feel strongly that people should maintain freedom with their properties. White Whale Properties should have the ability to have weddings as other events. Further, they have a plan to do so being respectful to the neighbors and community. It is very important that we do not lose freedoms especially when there is a plan to contain noise and be respectful to the neighborhood.**

**Thank you for considering my support. If you require any further information or would like to discuss this matter in more detail, please feel free to contact me.**

**I would greatly appreciate it if you could confirm receipt of this email.**

Kindly,

Kathryn Odland

## Tyler Richards

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**From:** Makenzie Sharp <sharpmakenzie@gmail.com>  
**Sent:** Thursday, November 14, 2024 9:44 PM  
**To:** Planning  
**Subject:** Agenda Item: SUP 24-008 White Whale Properties LLC Event Venue SUP, District IV

Some people who received this message don't often get email from sharpmakenzie@gmail.com. [Learn why this is important](#)

**Caution: This email originated from outside of Navajo County.**

Meeting Date: November 21, 2024  
Agenda Item: SUP 24-008 White Whale Properties LLC Event Venue SUP, District IV  
Name: Makenzie Sharp  
Phone Number: 860-937-4156

Hello,

I saw the hearing notice and wanted to send a quick note about Zach's property. First, I love the area and know that y'all will choose what's best for your area. Personally, I think that an event venue would be a fantastic economic decision for the community -- Zach is an amazing host who cares about his neighbors and community (he talks all the time about how much he loves it up there), and I know he would take this additional responsibility very seriously. He and his wife would ensure that their venue looks amazing to both attract consumers and create a positive spillover effect for the community. I know they would also ensure that neighbors and guests are treated with the utmost respect. Having stayed at the property and explored the community, I can confidently say that a venue like this would be a benefit to the community and its visitors.

Please let me know if you have questions about any of my comments.

Thank you,  
Makenzie Sharp



**From:** Makenzie Sharp <sharpmakenzie@gmail.com>  
**Sent:** Thursday, November 14, 2024 9:44 PM  
**To:** Planning  
**Subject:** Agenda Item: SUP 24-008 White Whale Properties LLC Event Venue SUP, District IV

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