



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, March 11, 2025

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

One or more supervisors may attend telephonically

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

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

All public comments will need to be made in person or in writing. Written comments will be received by the Clerk of the Board's office twenty-four (24) hours prior to the Board meeting, at melissa.buckley@navajocountyaz.gov. 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: February 25, 2025 BOS Meeting and February 26, 2025 BOS Special Meeting
 - b. Constable Reports: Show Low Precinct #5, February 2025
 - c. Amendment No. 1 to HDR Engineering, Inc. Contract B23-02-015, Task 3 Winslow Levee Survey, extending the contract term by 6 months
 - d. Amendment No. 2 to the Juvenile Diversion Program Contract #B23-01-003 extends the contract term through June 30, 2025
 - e. Contracts signed by County Manager pursuant to Board of Supervisors Resolution: Sentinel (Appendix A) to Master Service Agreement

- f. Appointment of Kasheena Susan Miles as Democrat Precinct Committee members for their respective precincts
 - g. Sympathy Letters: Alysa Boisvert (NCSO); Evelyn Marez (retired); Gloria Hatton (retired); and Danny Lewis (Public Works)
2. **NAVAJO COUNTY PUBLIC HEALTH SERVICES DISTRICT:** Board of Directors Session:
- a. **REGULAR AGENDA:**
 - 1. **PUBLIC HEARING:** Consideration of the amendment of Ordinance 01-19 Outdoor Fire Ordinance.
Presented By: Catrina Jenkins
3. **ADMINISTRATIVE SERVICES:**
- a. Consideration of award of contract number B24-12-013 Employee Benefits Consultant to The Mahoney Group.
Presented By: Eric Scott
4. **PUBLIC WORKS:**
- a. Consideration of award of contract #B25-01-010 Supply of Various Roadway Materials to Brimhall Sand, Rock & Building Materials Inc., WW Clyde Co., Perkins Aggregates, Inc., Perkins Cinders, Inc. and Schuck Development effective March 28, 2025.
Presented By: Madhav Mundle
 - b. **NAVAJO COUNTY FLOOD CONTROL DISTRICT:** Board of Directors Session:
 - 1. **REGULAR AGENDA:**
 - a. Consideration of an Intergovernmental Agreement with the Town of Taylor for their request for financial assistance for the Rail Road Grade drainage project in the amount of \$68,000.
Presented By: Will Flake
5. **ASSESSOR:**
- a. **EXECUTIVE SESSION:** pursuant to A.R.S. §38-431.03(A)(3) for the Board to receive legal advice from its attorney regarding hiring of outside legal counsel, specifically Jeffrey Messing and Jim Ball of the firm Ball, Santin & McLeran, P.L.C., to represent Navajo County in Walmart's tax appeal (TX-2024-000400) regarding the valuation of its property located in Taylor, Arizona.
Presented By: Jason Moore/Michael Montandon

- b. **RECONVENE:** Consideration of hiring of outside legal counsel, specifically Jeffrey Messing and Jim Ball of the firm Ball, Santin & McLeran, P.L.C., to represent Navajo County in Walmart's tax appeal (TX-2024-000400) regarding the valuation of its property located in Taylor, Arizona.

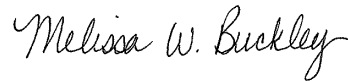
Presented By: Jason Moore/Michael Montandon

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

Dated: March 6, 2025

NAVAJO COUNTY BOARD OF SUPERVISORS

Posted: 9:05 a.m. By: MWB



Melissa W. Buckley - Clerk of the Board



Board of Supervisors Regular

1. a.

Meeting Date: 03/11/2025

Title: Draft Minutes

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

Department: Board of Supervisors

Motion before the Board:

Minutes: February 25, 2025 BOS Meeting and February 26, 2025 BOS Special Meeting

Background:

Attachments

2.25.2025 DRAFT Minutes

2.26.2025 DRAFT Minutes

Form Review

Form Started By: Leah Thomas

Started On: 02/24/2025 11:59 AM

Final Approval Date: 02/24/2025

NAVAJO COUNTY BOARD OF SUPERVISORS' MINUTES
Tuesday, February 25, 2025

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

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

9:01 a.m. Call To Order: Invocation and Pledge of Allegiance was led by **Supervisor Daryl Seymore**.

CONSENT AGENDA:

- a. *Minutes: February 11, 2025*
- b. *Clerk of Superior Court Report, January 2025*
- c. *Constable Reports: Snowflake Precinct #3, January 2025; Kayenta Precinct #4, January 2025; Show Low Precinct #5, December 2024 & January 2025; Pinetop-Lakeside Precinct #6, January 2025*
- d. *Justice Court Reports: Holbrook Precinct #1, Winslow Precinct #2, Snowflake Precinct #3, Kayenta Precinct #4, Show Low Precinct #5, Pinetop-Lakeside Precinct #6, January 2025*
- e. *Contracts signed by County Manager pursuant to Board of Supervisors Resolution: Addendum to the Administrative Services Agreement between Marpai Administrators, LLC and Navajo County*
- f. *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*
- g. *Certification of the E-2 Environmental Review Record, Documentation of Exemption for the Joseph City Pedestrian Improvement Project*
- h. *Appointment of Jodi Christine Poole as Republican Precinct Committeeman for their respective precincts*
- i. *Approval for the appointments of Sheryl Eaton, Juliet Austin, Sally R. Bitsuie, Angela Bradley Joe and Marcie Ann Greenberg as Democrat Precinct Committeemen for their respective precincts*
- j. *Adoption of **Resolution Number 05-25**, canceling the election on May 20, 2025, for White Mountain Lakes Special Road District #2 and appointing the candidate(s) or deeming the position vacant*
- k. *Approval and Acceptance of the FY25-26 ACJC National Criminal History Improvement Grant #NCHIP-24-26-006 for criminal history records and related information*

- I. *Sympathy Letter: Michael and Linda Sandoval:*
Supervisor Seymore made a motion to authorize the Chairman to sign the items in the consent agenda; motion seconded by **Supervisor Peshlakai**. Vote unanimous approving the motion.

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

NAVAJO COUNTY JAIL DISTRICT: Board of Directors Session:

CONSENT AGENDA:

1. *Amendment No. 3 extending Navajo County Jail Medical and Psychological Services Contract with Wexford Health Sources, Inc. for one additional year (March 8, 2025, through March 7, 2026), and modifying the scope of services and billable rates*
2. *Amendment No. 1 to the Navajo County Jail Residential Substance Abuse Treatment Program Contract #B24-10-014 replaces Phase 1 pricing with Phase 2 pricing:*

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

Supervisor Peshlakai 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**. Vote unanimous approving the motion.

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

CONSENT AGENDA:

1. *Memorandum of Understanding between Navajo County Public Health Services District (NCPHSD) and CAN Community Health, Inc. for Community HIV/STD testing:*
Supervisor Seymore made a motion to authorize the Chairman to sign the items in the consent agenda; motion seconded by **Vice-Chair Whitesinger**. Vote unanimous approving the motion.

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

BOARD OF SUPERVISORS:

- a. **PUBLIC HEARING:** *Consideration of a Liquor License for Phaedra Ann Snyder for Miss Bo's Mercantile located at 2377 Bison Ranch Trail, Overgaard, AZ:*

Melissa Buckley stated that the application as sent to the Sheriff's Office, Treasurer's Office, Health Department and Planning and Development and that all departments responded with approval. She indicated that the twenty-day posting has been completed as required. She stated that the applicant is present.

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

Supervisor Seymore noted that he did have a discussion with the Applicant prior to the meeting to get clarification regarding a portion of the application.

Supervisor Seymore made a motion to approve a Liquor License for Phaedra Ann Snyder for Miss Bo's Mercantile located at 2377 Bison Ranch Trail, Overgaard, AZ, motion seconded by **Vice-Chair Whitesinger**. Vote unanimous approving the motion.

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

Supervisor Seymore spoke about meeting with Superintendent of Schools, noting that they discussed putting together some "GO" buckets and getting NARCAN in the classrooms to help make safer environment. He spoke about the significance of the Easter holiday and the sacrifice that Christ made, indicating that we should start a new tradition by saying He has Risen like we say Merry Christmas. He stated that he hoped that we can become more Christ-like and be kind to everyone.

Vice-Chair Whitesinger reminded everyone about the White Mountain Wildfire Preparedness Expo on March 29, 2025, and invited everyone to attend.

Chairman Whiting thanked **Vice-Chair Whitesinger** for her leadership on the Wildfire Preparedness Expo. He indicated that the fire season is a concern for everyone and that the Expo will allow citizens to know how they can do their part.

CALL TO THE PUBLIC:

There was no call to the Public.

ADJOURN: 9:11 a.m. meeting adjourned.

APPROVED:

DATED: March 11, 2025

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

ATTEST:

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

DRAFT

NAVAJO COUNTY BOARD OF SUPERVISORS' MINUTES
Wednesday, February 26, 2025

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

Staff: Brad Carlyon, County Attorney (Virtual); Brandt Clark, Deputy County Attorney (Virtual);
Attendance: Melissa Buckley, Clerk of the Board; Catrina Jenkins, Emergency Management Manager

11:02 a.m. Call To Order: Chairman Whiting called the meeting to order.

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

- a. *Consideration of a Declaration of Emergency due to extreme fire danger and to enact Section 6 of the Navajo County Ordinance 01-19 Emergency Fire Restrictions, to enter into Stage 1 fire restrictions beginning Friday February 28, 2025 at 8:00 a.m. :*

Catrina Jenkins stated that the White Mountain Fire Coordination Group has been in discussions regarding the forest conditions and other indices, and that based on the current drought and wildfire risk, they would request an emergency be declared, that the Open Fire Ordinance be enacted and that Stage One restrictions be put in place effective Friday, February 28, 2025, at 8:00 a.m., which will allow everyone to get their processes in place.

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

Supervisor Seymore requested that Stage One Restrictions be defined.

Ms. Jenkins stated that Stage One Restrictions prohibit the building, maintaining, attending or use of fires, campfires or stoves, including charcoal, wood or such debris, except in areas designated for those devices, such as a designated campground or your backyard where it's cleared of all debris. She indicated that smoking in the open is not allowed; it's only allowed in an enclosed vehicle, parking lot or inside a building. She further indicated that it prohibits the use of consumer fireworks, as well as the use of tracer rounds ammunition or explosive targets. She stated that during restrictions all open burn permits are suspended, until the restrictions are lifted.

Supervisor Seymore made a motion to approve a Declaration of Emergency due to extreme fire danger and to enact Section 6 of the Navajo County Ordinance 01-19 Emergency Fire Restrictions, to enter into Stage 1 fire restrictions beginning Friday February 28, 2025 at 8:00 a.m., motion

seconded by **Supervisor Peshlakai**.

Supervisor Benally requested that the Declaration be read.

Ms. Jenkins read the proposed Declaration.

Vote unanimous approving the motion.

Vice-Chair Whitesinger made a motion to return to regular session, motion seconded by **Supervisor Benally**. Vote unanimous approving the motion.

ADJOURN: 11:11 a.m. meeting adjourned.

APPROVED:

DATED: March 11, 2025

Jason Whiting, Chairman
Navajo County Board of Supervisors

ATTEST:

Melissa W. Buckley, Clerk
Navajo County Board of Supervisors



Board of Supervisors Regular

1. c.

Meeting Date: 03/11/2025

Title: Task 3 Winslow Levee Survey No. B23-02-015 Amendment No. 1

Submitted For: Madhav Mundle, Public Works Director

Submitted By: Kolton Root, Sr. Procurement Officer

Department: Public Works

Motion before the Board:

Amendment No. 1 to HDR Engineering, Inc. Contract B23-02-015, Task 3 Winslow Levee Survey, extending the contract term by 6 months

Background:

On April 9, 2024, the Board of Supervisors approved HDR Engineering, Inc. contract B23-02-015, Task 3 Winslow Levee Survey. The Board subsequently approved a revised contract with minor modifications on May 14, 2024. Amendment No. 1 extends the contract term by 6 months to allow for the work to be completed. The contract sum is not modified.

Attachments

Amendment No. 1

Form Review

Inbox

Jeanine Carruthers
Brandt Clark
Public Works Director
Form Started By: Kolton Root
Final Approval Date: 02/26/2025

Reviewed By

Jeanine Carruthers
Brandt Clark
Madhav Mundle

Date

02/26/2025 02:22 PM
02/26/2025 03:06 PM
02/26/2025 03:47 PM
Started On: 02/25/2025 09:43 AM



“Contract No. B23-02-015, Task 3 Winslow Levee Survey”



Board of Supervisors Regular

1. d.

Meeting Date: 03/11/2025

Title: Juvenile Diversion Program No. B23-01-003 Amendment No. 2

Submitted For: Brad Carlyon, County Attorney

Submitted By: Kolton Root, Sr. Procurement Officer

Department: County Attorney

Motion before the Board:

Amendment No. 2 to the Juvenile Diversion Program Contract #B23-01-003 extends the contract term through June 30, 2025

Background:

On March 14, 2023, the Board of Supervisors awarded Contract B23-01-003 to Advent Financial Systems, LLC. for the Juvenile Diversion Program. This contract has worked well for Navajo County. The Juvenile Diversion Program contract may be renewed for up to four additional one-year periods or portions thereof. This would be the second renewal. Both parties are in agreement to extend the contract through June 30, 2025 and maintain the same terms. Staff recommends that the contract be extended from March 14, 2025, to June 30, 2025.

Attachments

Amendment No. 2

Consent - County Attorney's Office

Consent - Contractor

Form Review

Inbox

Jeanine Carruthers

Brandt Clark

County Attorney

Form Started By: Kolton Root

Final Approval Date: 02/27/2025

Reviewed By

Jeanine Carruthers

Brandt Clark

Brad Carlyon

Date

02/26/2025 04:28 PM

02/27/2025 09:16 AM

02/27/2025 11:14 AM

Started On: 02/25/2025 02:51 PM

Kolton Root

From: Lynda Young
Sent: Monday, February 3, 2025 1:11 PM
To: Kolton Root
Cc: Jeanine Carruthers; Jeanne Boyce
Subject: RE: Expire/Renew: Juvenile Diversion Program (Advent Financial Systems - Contract #B23-01-003)

Hi Kolton –

Yes, please renew the contract.

Lynda Young | Office Manager, County Attorney's Office

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100 East Code Talkers Drive

P. O. Box 668 | Holbrook AZ 86025

Phone [REDACTED] | Fax [REDACTED]

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

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From: Kolton Root [REDACTED]
Sent: Monday, February 3, 2025 1:01 PM
To: Lynda Young [REDACTED]
Cc: Jeanine Carruthers [REDACTED]
Subject: Expire/Renew: Juvenile Diversion Program (Advent Financial Systems - Contract #B23-01-003)

Good afternoon Lynda,

The subject-referenced contract is set to expire on March 13, 2025.

Should this be renewed for another year? The contract allows for up to (4) 1-year renewals, and this would be the second.

Thank you,

KOLTON ROOT

Sr. Procurement Officer

Navajo County | Public Works

[REDACTED] Direct

P.O. Box 668 (Mail) | 100 West Public Works Drive
Holbrook, AZ 86025

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RE: FW: Renewal Inquiry: Navajo County Juvenile Diversion Program Contract #B23-01-003

From Lynda Young [REDACTED]
Date Tue 2/25/2025 10:11 AM
To Kolton Root [REDACTED]
Cc Jeanne Boyce [REDACTED] Jeanine Carruthers [REDACTED]

Good Morning Kolton –

Advent has agreed to honor the same contract through June 30.

Lynda Young | Office Manager, County Attorney's Office

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100 East Code Talkers Drive

P. O. Box 668 | Holbrook AZ 86025

Phone [REDACTED] | Fax [REDACTED]

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From: Kolton Root [REDACTED]
Sent: Monday, February 24, 2025 3:40 PM
To: Lynda Young [REDACTED]
Cc: Jeanne Boyce [REDACTED] Jeanine Carruthers [REDACTED]
Subject: RE: FW: Renewal Inquiry: Navajo County Juvenile Diversion Program Contract #B23-01-003

Hi Lynda,

Thank you for the update. Please note that the deadline for agenda item submissions to the 3/11/25 BOS meeting is this Friday at noon.

Respectfully,

KOLTON ROOT

Sr. Procurement Officer

Navajo County | Public Works

From: Lynda Young [REDACTED]
Sent: Monday, February 24, 2025 1:23 PM
To: Kolton Root [REDACTED]
Cc: Jeanne Boyce [REDACTED] Jeanine Carruthers [REDACTED]
Subject: RE: FW: Renewal Inquiry: Navajo County Juvenile Diversion Program Contract #B23-01-003

Kolton –

We haven't received anything from Advent. I'll reach out to them.

Lynda Young | Office Manager, County Attorney's Office

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100 East Code Talkers Drive

P. O. Box 668 | Holbrook AZ 86025

Phone [REDACTED] | Fax [REDACTED]

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Board of Supervisors Regular

1. e.

Meeting Date: 03/11/2025

Title: Sentinel - Appendix A to Contract

Submitted For: Don Wells, IT Senior Network Engineer

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

Department: Information Technology

Motion before the Board:

Contracts signed by County Manager pursuant to Board of Supervisors Resolution: Sentinel (Appendix A) to Master Service Agreement

Background:

Sentinel Appendix A to Master Service Agreement

Attachments

Cisco Addendum A to Contract

Form Review

Form Started By: Leah Thomas
Final Approval Date: 02/24/2025

Started On: 02/24/2025 11:42 AM



Cisco Catalyst 9200 Switches

Contract # 019499

NCPA (TD Synnex) #01-170 (for Commodity Products) / Exp. 12/31/2026

Prepared for:

Navajo County

Don Wells
don.wells@navajocountyaz.gov

Prepared by:

Sentinel Technologies, Inc

Jacob Thiede
jthiede@sentinel.com

Appendix A

-

This Appendix A is governed by the Master Services Agreement by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and Navajo County with principal offices at Po Box 668 Holbrook, AZ 86025.

Hardware/Software Only

-

Hardware/Software only purchase of items listed in the Pricing Summary. No installation or professional services provided.

Hardware/Software

Product Description	Qty	Price	Ext. Price
Switch - C9200L-24P-4X-E - Wired - Gigabit Ethernet - 2GB RAM - 4GB Flash Memory - Routing Protocol RIP, OSPF, IS-IS - Power Supply - Enhanced Limited Lifetime Warranty	5	\$1,589.00	\$7,945.00
NORTH AMERICA AC TYPE A POWER CABLE	5	\$0.00	\$0.00
Catalyst 9200 Blank Stack Module	10	\$0.00	\$0.00
RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	5	\$0.00	\$0.00
12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	5	\$0.00	\$0.00
1RU CABLE MANAGEMENT GUIDES 9200 and 9300	5	\$0.00	\$0.00
NETWORK PLUG-N-PLAY CONNECT FOR ZERO-TOUCH DEVICE DEPLOYMENT	5	\$0.00	\$0.00
Config 5 Power Supply Blank	5	\$0.00	\$0.00
CATALYST 9200L 48-PORT POE+, 4 X 10G, NETWORK ESSENTIALS	3	\$2,743.00	\$8,229.00
NORTH AMERICA AC TYPE A POWER CABLE	3	\$0.00	\$0.00
Catalyst 9200 Blank Stack Module	6	\$0.00	\$0.00
RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	3	\$0.00	\$0.00
12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	3	\$0.00	\$0.00
1RU CABLE MANAGEMENT GUIDES 9200 and 9300	3	\$0.00	\$0.00
NETWORK PLUG-N-PLAY CONNECT FOR ZERO-TOUCH DEVICE DEPLOYMENT	3	\$0.00	\$0.00
Config 5 Power Supply Blank	3	\$0.00	\$0.00

Subtotal: \$16,174.00

Licenses

Product Description	Qty	Price	Ext. Price
<i>Solution Subscriptions</i> - Unless explicitly indicated otherwise within this contract, the below term for these subscription services will automatically renew, absent at least ninety (90) days' notice of cancelation by Customer before the start of the renewal term. For subscription services that do not automatically renew, Customer must provide Sentinel with at least ninety (90) days' notice of its intention to renew the services and shall hold Sentinel harmless from any service interruption to result from the cessation of services due to Customer's failure to provide timely notice as stated herein.			
Initial Term: 36 Months Requested Start Date: Upon Order Billing Model: Prepaid Renewal Term: Requote			
C9200L CISCO DNA ESSENTIALS, 24-PORT TERM LICENSE	5	\$0.00	\$0.00
Cisco Digital Network Architecture Essentials - Term License (3 years) - 24 ports - for P/N: C9200L-24P-4G-E-RF, C9200L-24P-4G-E-WS, C9200L-24P-4X-E-WS, C9200L-24PXG4XE-RF	5	\$425.00	\$2,125.00
C9200L NETWORK ESSENTIALS, 24-PORT LICENSE	5	\$0.00	\$0.00
C9200L CISCO DNA ESSENTIALS, 48-PORT TERM LICENSE	3	\$0.00	\$0.00
Cisco Digital Network Architecture Essentials - Term License (3 years) - 48 ports - for P/N: C9200L-48P-4X-E-WS, C9200L-48PXG-2Y-E, C9200L-48PXG-4X-E, C9200L-48T-4G-E-WS	3	\$780.00	\$2,340.00
C9200L NETWORK ESSENTIALS, 48-PORT LICENSE	3	\$0.00	\$0.00
Subtotal:			\$4,465.00

Support

Product Description	Qty	Price	Ext. Price
Initial Term: 36 Months Requested Start Date: Upon Order Billing Model: Prepaid Renewal Term: Requote			
SNTC-8X5XNBD Catalyst 9200L 24-port PoE+, 4 x 10G, Ne	5	\$928.00	\$4,640.00
SNTC-8X5XNBD Catalyst 9200L 48-port PoE+, 4 x 10G, Ne	3	\$1,565.00	\$4,695.00
Subtotal:			\$9,335.00



Cisco Catalyst 9200 Switches

Prepared by:

Sentinel Technologies, Inc

Jacob Thiede

jthiede@sentinel.com

Prepared for:

Navajo County

Po Box 668

Holbrook, AZ 86025

Don Wells

+19285244407

don.wells@navajocountyaz.gov

Contract Information:

Contract # 019499

Version: 3

Delivery Date: 02/18/2025

Expiration Date: 03/13/2025

Quote Summary

Description	Amount
Hardware/Software	\$16,174.00
Licenses	\$4,465.00
Support	\$9,335.00

Estimated Tax: **\$1,946.25**

Total: \$31,920.25

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Terms and Conditions

By signing below, Customer agrees that the products and services being purchased through this contract are subject to the Sentinel Technologies Terms and Conditions, as applicable, located at <https://sentinel.com/Terms-and-Conditions> unless expressly provided herein or otherwise addressed in a separate Agreement between the parties.

Invoice Terms

Hardware: Upon Shipment

Subscription/License: At the beginning of the contract - In Full

Payment Terms: Net 30

Sentinel Technologies, Inc

Navajo County

Signature:

Name:

Robert Lenartowicz

Title:

Chief Operating Officer

Date:

02/18/2025

Signature:

Name:

Bryan Layton

Title:

County Manager

Date:

2-18-2025



Board of Supervisors Regular

1. f.

Meeting Date: 03/11/2025

Title: DEM PC Appointment March 2025

Submitted By: Rayleen Richards, Elections Director

Department: Elections

Motion before the Board:

Appointment of Kasheena Susan Miles as Democrat Precinct Committee members for their respective precincts

Background:

Appointment valid through Oct. 1, 2028.

16-822. Precinct committeemen; eligibility; vacancy; duties; term B. If the number of persons who file nominating petitions for an election to fill precinct committeeman positions is less than or equal to the number of precinct committeeman positions, the county board of supervisors may cancel the election for those positions not sooner than seventy-five days before the election and appoint the person who filed the nominating petition to fill the position. If no person has filed a nominating petition to fill a position, the position is deemed vacant and shall be filled as otherwise provided by law. A precinct committeeman who is appointed pursuant to this subsection after filing a nominating petition shall be deemed an elected precinct committeeman. F. The term of office of a precinct committeeman is two years and begins on October 1 after the primary election at which the precinct committeeman was a candidate and continues until October 1 after the following primary election at which a precinct committeeman is elected.

Form Review

Inbox

Jason Moore

Form Started By: Rayleen Richards

Final Approval Date: 03/04/2025

Reviewed By

Melissa Buckley

Date

03/04/2025 02:14 PM

Started On: 02/27/2025 01:13 PM



Board of Supervisors Regular

2. a. 1.

Meeting Date: 03/11/2025

Title: Amendment of Ordinance 01-19 Outdoor Fire Ordinance

Submitted For: Catrina Jenkins, EMP Director

Submitted By: Catrina Jenkins, EMP Director

Department: NC Public Health Services District **Division:** Emergency Management

Presented By: Catrina Jenkins

Motion before the Board:

PUBLIC HEARING: Consideration of the amendment of Ordinance 01-19 Outdoor Fire Ordinance.

Background:

Navajo County Emergency Management and Preparedness, in conjunction with our regional partners, continues to review the Navajo County Outdoor Ordinance on an annual basis. The ordinance serves to align the restrictions of Navajo County with our regional partners including United States Forest Service, Arizona Department of Fire and Forest Management, Apache County and municipalities as well as local fire districts within Navajo County. The Outdoor Fire Ordinance clarifies what actions are not permissible regarding outdoor fires, defines the need and levels of fire restrictions when necessary to implement and rescind as well as the penalties for violating this ordinance.

Recommendation:

Staff recommends approval of the amendments that seek to clarify what is prohibited and what exemptions are included for each item.

Attachments

Amended DRAFT

Draft Ordinance with Tracked Changes

Form Review

Inbox

Health Director

Form Started By: Catrina Jenkins

Final Approval Date: 02/27/2025

Reviewed By

Janelle Linn

Date

02/27/2025 05:53 PM

Started On: 02/20/2025 04:23 PM

ORDINANCE NO. 01-19



OUTDOOR FIRE ORDINANCE

Amended on March 11, 2025

An ordinance of the Board of Supervisors of Navajo County, Arizona, amending Ordinance No. 01-19 (Outdoor Fire Ordinance); establishing restrictions on certain outdoor fires; providing for the implementation of emergency fire restrictions; and specifying civil and criminal penalties for violations.

Preface

The purpose of fire restrictions is to reduce the risk of human-caused fires during periods of unusually high fire danger and/or burning conditions. Fire restrictions impose many limitations on the public and therefore should be implemented only after all other prevention measures have been taken. These measures include, but are not limited to increasing the number of prevention signs, public contacts, media campaigns, increased enforcement of restrictions, etc. Fire restrictions should be considered when high to extreme fire danger is predicted to persist. Other considerations are the level of human-caused fire occurrences being experienced, firefighting resources available, high human-caused risk potential, live fuel moisture is at or approaching historic thresholds, no significant relief in fire weather potential in the immediate forecast, large fire activity occurring on a unit (within the county) or within the Region, and fire preparedness levels so indicate. An appropriate level of preparedness to meet wildland fire management objectives is based upon an assessment of vegetation, climate, and topography utilizing the National Fire Danger Rating System (NFDRS).

BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF NAVAJO COUNTY AS FOLLOWS:

1. TITLE

This ordinance shall be known as the Navajo County Outdoor Fire Ordinance.

2. EFFECTIVE AREA

This Ordinance is effective in the unincorporated area of Navajo County, exclusive of areas under the jurisdiction of the United States, the State of Arizona or a federally recognized Indian tribe.

3. PURPOSE / AUTHORITY OF EMERGENCY MANAGEMENT DIRECTOR

3.1 The purpose of this Ordinance is to provide a uniform system for political subdivisions in Navajo County to determine what fire restrictions are needed and when they are to be put into place during emergency fire conditions.

3.2 It is the duty of the Navajo County Emergency Management Director/Manager (after consultation, as the Director deems appropriate, with the U.S. Forest Service (“USFS”), local Fire Districts/Fire Departments, state or municipal Emergency Management Directors or other fire officials) to initiate fire restrictions during emergency fire conditions as described in Section 6.

3.2.1 The Emergency Management Director/Manager shall utilize the National Fire-Danger Rating System (NFD RS) and Fire Preparedness level indicators (<https://www.fs.usda.gov/detail/inyo/home/?cid=stelprdb5173311>) to help determine when such restrictions are necessary. As a general guideline, emergency fire restrictions should be considered when the Energy Release Components (ERCs) reading reaches 90% for at least 5 consecutive days.

3.2.2 The Emergency Management Director/Manager shall attempt to coordinate with other fire officials in the region, a uniform date for implementing such restrictions.

3.2.3 When the Emergency Management Director/Manager determines that such restrictions are necessary, and the date of implementation has been determined, the Director/Manager shall recommend to the Chairman of the Board of Supervisors that such restrictions be ordered pursuant to the Chairman’s emergency powers under Title 26, Chapter 2, Article 1 of the Arizona Revised Statutes. Upon the issuance of the Chairman’s order, the Navajo County Emergency Management Director/Manager shall promptly take appropriate steps to notify residents and visitors of the nature and extent of the restrictions and the effective date.

3.2.4 Upon issuance of the initial order the County shall suspend issuance of burning permits until the emergency fire restriction order is lifted.

3.2.5 Upon issuance of the initial order, the Chairman authorizes the Emergency Management Director/Manager to modify the restriction level or cancel the restrictions as conditions warrant per National Fire-Danger Rating System (NFDRS) and Preparedness Levels indicators to determine the cancellation of restrictions. The Emergency Management Director/Manager shall immediately notify the Chairman and the County Manager of any changes in restriction and provide an update of the change at the next regularly scheduled Board meeting.

4. DEFINITIONS

4.1 “**ATTENDANCE**” Open burning, bonfires or recreational fires shall be constantly attended until the fire is completely and properly extinguished. Appropriate tools, equipment or approved devices and approved extinguishing agents such as dirt, sand, water or approved appropriate fire extinguishers shall be readily available for immediate utilization. A fire shall be considered “Unattended” if it is not constantly monitored with the appropriate tools and equipment and properly extinguished.

4.2 “**AUTHORITY HAVING JURISDICTION (AHJ)**” Means an entity that has the authority and responsibility for developing, implementing, maintaining, and overseeing the qualification process within its organization or jurisdiction. This may be a state or Federal agency, training commission, NGO, private sector company, or a tribal or local agency such as police, fire, or public works department. In some cases, the AHJ may provide support to multiple disciplines that collaborate as a part of a team (e.g., an IMT).

4.3 “**AREA OF JURISDICTION**” - has the same meaning as provided for in A.R.S. § 11801(2), namely that part of Navajo County outside the corporate limits of any municipality, federally owned land, or any federally recognized tribe in accordance with 25 Code of Federal Regulations Part 83. This Ordinance also applies to private property but does not apply to the interior of residential or commercial structures. Further, this Ordinance applies to County islands surrounded by municipalities or federally recognized tribal lands as defined in A.R.S. § 11-251.12(D).

4.4 “**BONFIRE**” means an outdoor fire utilized for ceremonial purposes and shall not be less than 50 feet (15,240 mm) from any structure.

4.4 “**CHARCOAL FIRE**” means an open outdoor fire which uses primarily charcoal as the combustible material, and which is used only for the purpose of cooking

food.

- 4.5 “COMBUSTION ENGINES”** means an engine which generates mechanical power from a fuel. This includes an engine in which combustion is intermittent such as four- stroke, two-stroke, gas turbines, and diesel engines.
- 4.6 “DELIBERATE or NEGLIGENT”** burning means to deliberately or through negligence set fire to or cause the burning of combustible material in such a manner as to endanger the safety of persons or property.
- 4.7 “EMERGENCY MANAGEMENT DIRECTOR”** means the County official designated as such by the Board of Supervisors.
- 4.8 “EXPLOSIVE or REACTIVE TARGETS”** means targets that are reactive or explosive in nature and creates a big bang and/or a cloud of smoke such as targets that use Tannerite.
- 4.9 “FACTORY MUTUAL”** (FM) is the independent testing arm of the international insurance carrier, FM Global. FM approvals use scientific research and testing to make sure products conform to the highest standards for safety and property loss prevention.
- 4.10 “FIREARMS”** means a weapon that launches one or more projectiles at a high velocity through the confined burning of a propellant.
- 4.11 “FIREWORKS”** means any combustion or device consisting of a combination of explosives and combustible, detonated to generate colored lights, model rockets, pyrotechnic displays, smoke, and noise for amusement or entertainment purposes.
- 4.12 “FLUE”** means a pipe, tube, channel, duct or passage through which hot air, gas, steam, smoke or fire may pass, such as chimney, stovepipe or stack.
- 4.13 “LPG”** - LPG is a type of fuel consisting of hydrocarbon gases in liquid form. LPG is an abbreviation for ‘liquefied petroleum gas’.
- 4.14 “OPEN OUTDOOR FIRE”** means any burning, oxidation or combustion of combustible material of any type in the open where the products of combustion are not directed through a flue to include the use of fire for the purposes of weed/debris abatement.
- 4.15 “OUTDOOR FIREPLACE/COMMERCIAL SMOKER”** means devices that have been manufactured and or built to current, approved and tested standards

(UL or FM listed or equivalent) or to approved building codes.

- 4.16 “RECREATIONAL FIRE/CAMPFIRE”** means burning of materials other than rubbish where fuel being burned is not contained in an incinerator, outdoor fireplace, barbecue grill or barbecue pit with a total fuel area of 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height for pleasure, religious, ceremonial, cooking or similar purposes. Recreational fires shall not be conducted within 25 feet (7620 mm) of a structure or combustible material.
- 4.17 “RED FLAG WARNING”** (or ‘Red Flag Conditions’) means a determination by the National Oceanic and Atmospheric Administration to inform the County and other agencies of the imminent or actual occurrence of extreme fire danger or extreme fire conditions.
- 4.18 “SPECIAL EVENT”** means a one-time or infrequently occurring event outside normal programs or activities of the sponsoring or organizing body.
- 4.19 “UNDERWRITER LABORATORIES”** (UL) is a global safety science company, and the largest and oldest independent testing laboratory in the United States. Underwriters Laboratories tests the latest products and technologies for safety before they are marketed around the world.
- 4.20 “DEVELOPED SITE”** means an area, public or private, which has been improved or developed for the safe use of fire. The Developed Site must include a minimum radius of fifteen (15) feet surrounding the fire and/or combustion site that is barren and cleared of vegetation and combustible materials. The area above said fifteen (15) foot radius must also be cleared of all vegetation and combustible materials.

5. NON-EMERGENCY FIRE RESTRICTIONS

The following restrictions are always in effect, except as they may be superseded by emergency fire restrictions pursuant to Section 6:

5.1 It is unlawful for any person to start, ignite, cause or permit to be ignited, or allow or maintain any open outdoor fire except as allowed by permit through the Emergency Management Director/Manager, the applicable Fire District or Department, or the Arizona Department of Environmental Quality pursuant to Title 49, Chapter 3 of the Arizona Revised Statutes.

During “Red Flag Warning” conditions, as posted by the National Weather Service, no open outdoor fires, campfires, charcoal fires, agricultural burning or outdoor smoking are permitted on either public or private property within the unincorporated area of the affected zone(s).

The following fires are exempted from this restriction:

Exemptions:

5.1.1 Fires used only for the cooking of food or for providing warmth for human beings or for recreational purposes (campfires and charcoal fires) in an area that is designated for that purpose and is barren or cleared of all debris. A person of appropriate age must maintain a presence at all times when in operation. A fire shall be considered “Unattended” if it is not constantly monitored with the appropriate tools and equipment and properly extinguished.

5.1.2 Fires used for the purpose of branding of animals, for the purpose of frost protection in farming or nursery, or for the disposal of flags pursuant to federal law. A person of appropriate age must maintain a presence at all times when in operation. A fire shall be considered “Unattended” if it is not constantly monitored with the appropriate tools and equipment and properly extinguished.

5.1.3 Any fire set or permitted by authorized public officials in the performance of official duty, if such fire is set or such permission is given for the

purpose of instruction in the methods of fighting fires or the control of an active wildfire.

- 5.1.4** Fires set or permitted by authority of the director of the Arizona Department of Agriculture or by Navajo County agricultural agents for the purposes of disease and pest prevention.

5.1.5 Fires authorized by Special Use Permit as issued by the Emergency Management Director/Manager, Fire District or Fire Department.

- 5.1.6** Fires set by or permitted by the federal government or any of its departments, agencies or agents, or by the state or any of its agencies, departments or political subdivisions, for the purpose of watershed rehabilitation or control through vegetative manipulation.

- 5.1.7** Fires permitted by any rule or regulation adopted pursuant to Title 49, Chapter 3, Article 3 of the Arizona Revised Statutes, by any special or conditional permit issued by a hearing board established under said Article 3, or by any rule or conditional permit issued pursuant to Title 49, Chapter 3, Article 2, when pursuant to ARS § 49-402 the Arizona Department of Environmental Quality has assumed jurisdiction of the portion of Navajo County where the fire is located.

6. EMERGENCY FIRE RESTRICTIONS

Navajo County County uses fire restrictions to help prevent unwanted, human-caused fires and to limit the exposure of residents and visitors during periods of potentially dangerous fire conditions.

Implementation of fire restrictions occurs based on a combination of factors that are carefully measured. Criteria used to determine when to implement restrictions includes things such as current and predicted weather, fuel moisture, fire activity levels, and available firefighting resources.

In addition to the non-emergency fire restrictions set forth in Section 5, the following emergency fire restrictions when ordered and in effect shall apply.:

- 6.1** During “Red Flag Warning” conditions, as posted by the National Weather Service, no open outdoor fires, campfires, charcoal fires, agricultural burning or outdoor smoking are permitted on either public or private property within the unincorporated area of Navajo County.
- 6.2** When it has been determined by the Emergency Management Director/Manager that additional emergency fire restrictions are needed to assure the safety of the public, the Director/Manager shall recommend that the Chairman of the Board of Supervisors order additional emergency restrictions at the appropriate restriction stage level.
- 6.3** When it has been determined by the Emergency Management Director/Manager that additional emergency fire restrictions are needed to assure the safety of the public in unincorporated areas of Navajo County, the issuance of burning permits shall be suspended until the emergency fire restrictions are lifted.
 - 6.3.1** Open Burn Permits issued prior to the emergency fire restrictions declaration shall be suspended until all fire restrictions have been lifted.
- 6.4** Display Fireworks are only permitted by Navajo County Ordinance 01-19. Except as specifically allowed under the Fireworks Ordinance 02-19, it shall be unlawful for any person to use fireworks when emergency fire restrictions are in effect. Prohibitions of fireworks include but are not limited to consumer fireworks, ground and handheld sparkling devices, cylindrical fountains, cone fountains, illuminating torches, wheels and ground spinners in the unincorporated areas of Navajo County.

STAGE ONE – Minimal Restrictions

Stage 1 fire restrictions occur in coordination with other governmental entities operating in Navajo County, to include United States Forest Service, Arizona Department of Forestry and Fire Management, Bureau of Land Management, Bureau of Indian Affairs, local city/town, tribal and fire district/departments. Stage 1 fire restrictions are aimed at preventing the start of wildfires caused by human activities that are known to be high fire risks.

During Stage 1, the following acts are prohibited at all times unless an exemption is listed:

1. Igniting, building, maintaining, attending, or using a fire or campfire fueled by combustible materials such as wood, charcoal, briquettes, and/or coal.

Exemption: Fires fueled by combustible materials, such as wood, wood pellet smokers, charcoal, briquette, and/or coal, used only for the cooking of food or for providing warmth for human beings or for recreational purposes (campfires and charcoal fires) must be in Developed Site, as defined above.

Exemption: Use of the following items are permitted: propane fire rings, pellet stoves/smokers/grills that have UL or FM approval and are a contained unit. A person of appropriate age must always maintain a presence when in operation.

2. Smoking outdoors.

Exemption: Smoking within an enclosed vehicle is allowed. Smoking may also be allowed in or on porches, carports, garages, parking lots and other areas or properties which are cleared of all combustible materials so long as the smoking does not create a substantial risk of fire. All smoking materials must be and properly extinguished and disposed of in an appropriate manner. At no time is it allowed to discard lit cigarettes, cigars, or other smoking materials from a vehicle, or from ones' possession in a public place. ARS 13-1603.a.1

3. Use of all consumer fireworks.

Exemption: None

4. Use of explosive targets, tracer rounds, and/or incendiary ammunition.

Exemption: None

Additional Exemptions During Stage 1:

- a) Persons obtaining a written “Special Use Permit” from the “Authority Having Jurisdiction” that specifically authorizes the otherwise prohibited act.
- b) Emergency repair of public utilities and railroads as per attached conditions.
- c) Any Federal, State, or local officer or member of an organized rescue or firefighting force in the performance of an official duty.
- d) Other exemptions unique to each “Authority Having Jurisdiction”.

****** An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity. A person who commits an act in violation of this chapter that results in an appropriate emergency response or investigation and who is convicted of the violation may be liable for the expenses that are incurred incident to the emergency response and the investigation of the commission of the offense in accordance with *Arizona Revised Statute 13-1709; Emergency response and investigation costs; civil liability*.

STAGE TWO – Moderate to Severe Restrictions

Stage 2 intensifies the restrictions in effect from Stage 1 by focusing on activities that have a relatively high risk of causing a fire to start.

The following acts are prohibited at all times under Stage 2, unless an exemption is listed:

1. Building, maintaining, attending, or using a fire, campfire, charcoal, coal, or wood including fires in developed campgrounds or improved sites.

Exemption: Devices used only for the cooking of food or for providing warmth for human beings in an area that is designated for that purpose and is barren or cleared of all debris for 3 feet in diameter around the device. Permissible devices include propane fire rings, pellet stoves/smokers/grills that have UL or FM approval and are a contained unit. A person of appropriate age must always maintain a presence when in operation.

2. Smoking outside of designated areas.

Exemption: Designated areas for smoking include inside of an enclosed building and inside vehicles. Smoking may also be allowed in or on porches, carports, garages, parking lots and other areas or properties which are cleared of all combustible materials so long as the smoking does not create a substantial risk of fire, and all smoking materials are properly extinguished and disposed of. At no time is it allowed to discard lit cigarettes, cigars, or other smoking materials from a vehicle, or from ones' possession in a public place. ARS 13-1603.a.1

3. Outdoor Mechanical and Industrial Prohibitions:

- a. Operating any electric device or internal combustion engine during mechanical or industrial operations that would produce open flames or sparks.
- b. Welding or operating acetylene or other torch with open flame.
- c. Using an explosive.

Exemption: Industrial operations where specific operations and exemptions are identified, and mitigation measures are implemented as outlined by the Authority Having Jurisdiction.

Exemption: Welding, or operating acetylene or other torch with open flame in an enclosed or developed area designated for that purpose that is equipped with appropriate fire protection.

Exemption: Persons operating equipment with UL and/or FM approval and spark arrestors such as chainsaws (electric or internal combustion engine), lawnmowers and landscaping equipment in maintained landscaped space.

4. Operating motorized vehicles off designated roads and trails.

Exemption: Operating motorized vehicles on designated roads and trails so long as you park in an area devoid of vegetation within 10 feet of the roadway.

5. Use of all consumer fireworks.

Exemption: None

6. Use of explosive targets, tracer rounds or incendiary ammunition.

Exemption: None

7. Discharging firearms.

Exemption: Any federal, state, or local law enforcement officer, or member of an organized rescue or firefighting force in the performance of an official duty.

Exemption: Discharging firearms is permissible while engaged in a lawful hunt pursuant to state, federal or tribal laws or regulations or in an agency designated shooting range or law enforcement officials in the course of their duties.

Additional Exemptions During Stage 2:

1. Persons obtaining a written “Special Use Permit” from the Authority Having Jurisdiction that specifically authorizes the otherwise prohibited act.
2. Operating generators with a UL and/or FM approval and an approved spark arresting device within an area that is barren or cleared of all overhead and surrounding flammable materials within three feet of the generator.
3. Emergency repair of public utilities and railroads and mitigation measures are implemented as outlined in an agency plan.
4. Persons conducting activities in those designated areas where the activity is specifically authorized by written posted notice.
5. Other exemptions unique to each “Authority Having Jurisdiction”.

** An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity. A person who commits an act in violation of this chapter that results in an appropriate emergency response or investigation and who is convicted of the violation may be liable for the expenses that are incurred incident to the emergency response and the investigation of the commission of the offense in accordance with *Arizona Revised Statute 13-1709; Emergency response and investigation costs; civil liability*

7. **FIRES EXEMPT FROM EMERGENCY RESTRICTIONS**

The following fires are exempted from the provisions of the emergency fire restrictions set forth in Section 7

- 7.1 Fires set or permitted by an authorized public official, federal, state or local, in the performance of the officer’s official duties.
- 7.2 Fires set or permitted by the state entomologist or Navajo County agricultural agents for the purpose of disease and pest prevention.

- 7.3** Fires set or permitted by the United States, the State of Arizona or any federally recognized Indian tribe, or any of their respective departments, agencies or political subdivisions, for the purpose of fire prevention or control, watershed rehabilitation or control through vegetative manipulation.

8. FAILURE TO OBEY LAWFUL ORDER

The failure to obey a lawful order by the Emergency Management Director/Manager, a certified peace officer, a firefighter or other officer of a Fire District/Fire Department, or uniformed personnel or certified peace officer of the USFS or failure to comply with the requirements of this Ordinance (including without limitation an order to extinguish or put out any lit, burning or smoldering materials during emergency fire restrictions) shall be a distinct and separate violation of this Ordinance.

9. ENFORCEMENT / PENALTIES

- 9.1** This Ordinance may be enforced by the Emergency Management Director/Manager or designee, any certified peace officer acting within the officer's area of jurisdiction, a firefighter or other officer of Fire District/Fire Department acting within the authorized officials' area of jurisdiction, or uniformed personnel of the USFS acting within their area of jurisdiction.

9.2 Civil Violation. Except as set forth in Section 9.3, when a violation of this Ordinance is undesignated or is designated a first offense by the enforcement official or prosecuting attorney, a person found to have violated this Ordinance shall be deemed to have committed a civil offense and shall be subject to a civil penalty of not less than five hundred dollars (\$500) nor more than one thousand five hundred dollars (\$1,500) plus surcharges, fees and court costs, plus restitution for any medical treatment required, reimbursement for emergency response personnel and equipment and any property damage or other economic loss suffered by any person as a result of such violation.

9.3 Criminal Violation. When a person convicted of a violation of this Ordinance has previously been charged with a violation of this Ordinance during the preceding 12 months, or has refused to obey the lawful order of an officer as set forth in Section 9, the person shall be deemed to have committed a Class 1 misdemeanor and shall be subject to a fine of not less than two hundred fifty dollars (\$250) nor more than two thousand five hundred dollars (\$2,500) for each violation or count, plus surcharges, fees and restitution for any medical treatment required, reimbursement for emergency response personnel and equipment and any property damage or other economic loss suffered by any person as a result of such violation, and may include up to six (6) months in jail.

9.4 Continuing violations. If any violation of this Ordinance is a continuing one, each day shall be deemed a separate violation.

SO ORDAINED by the Navajo County Board of Supervisors at Holbrook, Arizona on March 11, 2025

NAVAJO COUNTY BOARD OF SUPERVISORS

By _____
Dawnafe Whitesinger, Vice-Chair

ATTEST:

Melissa W. Buckley
Clerk of the Board of Supervisors

ORDINANCE NO. 01-19



Commented [CJ1]: Update to new branding seal

OUTDOOR FIRE ORDINANCE

Amended on 05/24/2022

An ordinance of the Board of Supervisors of Navajo County, Arizona, amending Ordinance No. 01-19 (Outdoor Fire Ordinance); ~~establishing fire zones in the unincorporated area;~~ establishing restrictions on certain outdoor fires; providing for the implementation of emergency fire restrictions; and specifying civil and criminal penalties for violations.

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Preface

The purpose of fire restrictions is to reduce the risk of human-caused fires during periods of unusually high fire danger and/or burning conditions. Fire restrictions impose many limitations on the public, and therefore should be implemented only after all other prevention measures have been taken. These measures include, but are not limited to increasing the number of prevention signs, public contacts, media campaigns, increased enforcement of restrictions, etc. Fire restrictions should be considered when high to extreme fire danger is predicted to persist. Other considerations are: the level of human-caused fire occurrences being experienced, firefighting resources available, high human-caused risk potential, live fuel moisture is at or approaching historic thresholds, no significant relief in fire weather potential in the immediate forecast, large fire activity occurring on a unit (within the county) or within the Region, and fire preparedness levels so indicate. An appropriate level of preparedness to meet wildland fire management objectives is based upon an assessment of vegetation, climate, and topography utilizing the National Fire Danger Rating System (NFDRS).

BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF NAVAJO COUNTY AS FOLLOWS:

1. TITLE

This ordinance shall be known as the Navajo County Outdoor Fire Ordinance.

2. EFFECTIVE AREA / FIRE ZONES

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This Ordinance is effective in the unincorporated area of Navajo County, exclusive of areas under the jurisdiction of the United States, the State of Arizona or a federally recognized Indian tribe. ~~For purposes of this Ordinance, the unincorporated area has been divided into three fire zones as depicted on the map attached hereto.~~

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3. PURPOSE / AUTHORITY OF EMERGENCY MANAGEMENT DIRECTOR

- 3.1** The purpose of this Ordinance is to provide a uniform system for political subdivisions in Navajo County to determine what fire restrictions are needed and when they are to be put into place during emergency fire conditions.
- 3.2** It is the duty of the Navajo County Emergency Management Director/Manager (after consultation, as the Director deems appropriate, with the U.S. Forest Service ("USFS"), local Fire Districts/Fire Departments, state or municipal Emergency Management Directors or other fire officials) to initiate fire restrictions within any fire zone (or zones) during emergency fire conditions as described in Section 7.
- 3.2.1** The Emergency Management Director/Manager shall utilize the National Fire-Danger Rating System (NFDRS) and Fire Preparedness level indicators (www.fs.fed.us) to help determine when such restrictions are necessary. As a general guideline, emergency fire restrictions should be considered when the Energy Release Components (ERCs) reading reaches 90% for at least 5 consecutive days.
- 3.2.2** The Emergency Management Director/Manager shall attempt to coordinate with other fire officials in the affected zone(s) a uniform date for implementing such restrictions.
- 3.2.3** When the Emergency Management Director/Manager determines that such restrictions are necessary, and the date of implementation has been determined, the Director/Manager shall recommend to the Chairman of the Board of Supervisors that such restrictions be ordered pursuant to the Chairman's emergency powers under Title 26, Chapter 2, Article 1 of the Arizona Revised Statutes. Upon the issuance of the Chairman's order, the Navajo County Emergency Management Director/Manager shall promptly take appropriate steps to notify residents and visitors of the nature and extent of the restrictions and the effective date.
- 3.2.4** Upon issuance of the initial order the County shall suspend issuance of burning permits until the emergency fire restriction order is lifted.
- 3.2.5** Upon issuance of the initial order, the Chairman authorizes the Emergency Management Director/Manager to modify the restriction level or cancel the restrictions as conditions warrant per National Fire-Danger Rating System

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(NFDPS) and Preparedness Levels indicators to determine the cancellation of restrictions. The Emergency Management Director/Manager shall immediately notify the Chairman and the County Manager of any changes in restriction and provide an update of the change at the next regularly scheduled Board meeting.

4.

DEFINITIONS

4.1 “Attendance” Open burning, bonfires or recreational fires shall be constantly attended until the fire is completely and properly extinguished. Appropriate tools, equipment or approved devices and approved extinguishing agents such as dirt, sand, water or approved appropriate fire extinguishers shall be readily available for immediate utilization. A fire shall be considered “Unattended” if it is not constantly monitored with the appropriate tools and equipment and properly extinguished.

4.2 “Authority Having Jurisdiction” (AHJ) Means an entity that has the authority and responsibility for developing, implementing, maintaining, and overseeing the qualification process within its organization or jurisdiction. This may be a state or Federal agency, training commission, NGO, private sector company, or a tribal or local agency such as police, fire, or public works department. In some cases, the AHJ may provide support to multiple disciplines that collaborate as a part of a team (e.g., an IMT).

4.3 “Bonfire” means an outdoor fire utilized for ceremonial purposes and shall not be less than 50 feet (15,240 mm) from any structure.

4.4 “Charcoal Fire” means an open outdoor fire which uses primarily charcoal as the combustible material, and which is used only for the purpose of cooking food.

4.5 “Combustion Engines” means an engine which generates mechanical power from a fuel. This includes an engine in which combustion is intermittent such as four-stroke, two-stroke, gas turbines, and diesel engines.

4.6 “Deliberate or Negligent” burning means to deliberately or through negligence set fire to or cause the burning of combustible material in such a manner as to endanger the safety of persons or property.

4.7 “Emergency Management Director” means the County official designated as such by the Board of Supervisors.

4.8 “Explosive or Reactive Targets” means targets that are reactive or explosive in nature and creates a big bang and/or a cloud of smoke such as targets that use Tannerite.

4.9 “Factory Mutual” (FM) is the independent testing arm of the international insurance

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carrier, FM Global. FM approvals uses scientific research and testing to make sure products conform to the highest standards for safety and property loss prevention.

4.10 “Firearms” means a weapon that launches one or more projectiles at a high velocity through the confined burning of a propellant.

4.11 “Fireworks” means any combustion or device consisting of a combination of explosives and combustible, detonated to generate colored lights, model rockets, pyrotechnic displays, smoke, and noise for amusement or entertainment purposes.

4.12 “Flue” means a pipe, tube, channel, dust or passage through which hot air, gas, steam, smoke or fire may pass, such as chimney, stovepipe or stack.

4.13 “LPG” - LPG is a type of fuel consisting of hydrocarbon gases in liquid form. LPG is an abbreviation for ‘liquefied petroleum gas’.

4.14 “Open Outdoor Fire” means any burning, oxidation or combustion of combustible material of any type in the open where the products of combustion are not directed through a flue to include the use of fire for the purposes of weed/debris abatement.

4.15 “Outdoor Fireplace/Commercial Smoker” means devices that have been manufactured and or built to current, approved and tested standards (UL or FM listed or equivalent) or to approved building codes.

4.16 “Recreational Fire/Campfire” means burning of materials other than rubbish where fuel being burned is not contained in an incinerator, outdoor fireplace, barbecue grill or barbecue pit with a total fuel area of 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height for pleasure, religious, ceremonial, cooking or similar purposes. Recreational fires shall not be conducted within 25 feet (7620 mm) of a structure or combustible material.

4.17 “Red Flag Warning” (or ‘Red Flag Conditions’) means a determination by the National Oceanic and Atmospheric Administration to inform the County and other agencies of the imminent or actual occurrence of extreme fire danger or extreme fire conditions.

4.18 “Special Event” means a one-time or infrequently occurring event outside normal programs or activities of the sponsoring or organizing body.

4.19 “Underwriter Laboratories” (UL) is a global safety science company, and the largest and oldest independent testing laboratory in the United States. Underwriters Laboratories tests the latest products and technologies for safety before they are marketed around the world.

4.20 “DEVELOPED SITE” means an area, public or private, which has been improved or developed for the safe use of fire. The Developed Site must include a minimum radius of fifteen (15) feet surrounding the fire and/or combustion site that is barren and cleared of vegetation and combustible materials. The area above said fifteen (15) foot radius must also be cleared of all vegetation and combustible materials.

Commented [C5]: Added definition for “Developed Site”

5. NON-EMERGENCY FIRE RESTRICTIONS

The following restrictions are in effect at all times in all zones, except as they may be superseded by emergency fire restrictions pursuant to Section 7:

- 5.1** It is unlawful for any person to start, ignite, cause or permit to be ignited, or allow or maintain any open outdoor fire except as allowed by permit through the Emergency Management Director/Manager, the applicable Fire District or Department, or the Arizona Department of Environmental Quality pursuant to Title 49, Chapter 3 of the Arizona Revised Statutes.

During “Red Flag Warning” conditions, as posted by the National Weather Service, no open outdoor fires, campfires, charcoal fires, agricultural burning or outdoor smoking are permitted on either public or private property within the unincorporated area of the affected zone(s).

The following fires are exempted from this restriction:

Exemptions:

- 5.1.1** Fires used only for the cooking of food or for providing warmth for human beings or for recreational purposes (campfires and charcoal fires) in an area that is designated for that purpose and is barren or cleared of all debris. A person of appropriate age must maintain a presence at all times when in operation. A fire shall be considered “Unattended” if it is not constantly monitored with the appropriate tools and equipment and properly extinguished.

- 5.1.2** Fires used for the purpose of branding of animals, for the purpose of frost protection in farming or nursery, or for the disposal of flags pursuant to federal law. A person of appropriate age must maintain a presence at all times when in operation. A fire shall be considered “Unattended” if it is not constantly monitored with the appropriate tools and equipment and properly extinguished.

- 5.1.3** Any fire set or permitted by authorized public official in the performance of official duty, if such fire is set or such permission is given for the purpose of instruction in the methods of fighting fires or the control of an active wildfire.

5.1.4 Fires set or permitted by authority of the director of the Arizona Department of Agriculture or by Navajo County agricultural agents for the purposes of disease and pest prevention.

5.1.5 Fires authorized by Special Use Permit as issued by the Emergency Management Director/Manager, Fire District or Fire Department.

5.1.6 Fires set by or permitted by the federal government or any of its departments, agencies or agents, or by the state or any of its agencies, departments or political subdivisions, for the purpose of watershed rehabilitation or control through vegetative manipulation.

5.1.7 Fires permitted by any rule or regulation adopted pursuant to Title 49, Chapter 3, Article 3 of the Arizona Revised Statutes, by any special or conditional permit issued by a hearing board established under said Article 3, or by any rule or conditional permit issued pursuant to Title 49, Chapter 3, Article 2, when pursuant to ARS § 49-402 the Arizona Department of Environmental Quality has assumed jurisdiction of the portion of Navajo County where the fire is located.

6. **EMERGENCY FIRE RESTRICTIONS**

In addition to the non-emergency fire restrictions set forth in Section 6, the following emergency fire restrictions when ordered and in effect shall apply to the zone(s) in which they have been implemented:

- 6.1 During “Red Flag Warning” conditions, as posted by the National Weather Service, no open outdoor fires, campfires, charcoal fires, agricultural burning or outdoor smoking are permitted on either public or private property within the unincorporated area of the affected zone(s).
- 6.2 When it has been determined by the Emergency Management Director/Manager that additional emergency fire restrictions are needed to assure the safety of the public in any zone(s), the Director/Manager shall recommend that the Chairman of the Board of Supervisors order additional emergency restrictions at the appropriate restriction stage level.
- 6.3 When it has been determined by the Emergency Management Director/Manager that additional emergency fire restrictions are needed to assure the safety of the public in any zone(s), the issuance of burning permits shall be suspended until the emergency fire restrictions are lifted.
 - 6.3.1 Open Burn Permits issued prior to the emergency fire restrictions declaration shall be suspended until the fire restrictions have been lifted.
- 6.4 Display Fireworks are only permitted by Navajo County Ordinance 01-19. Except as specifically allowed under the Fireworks Ordinance, it shall be unlawful for any person to use fireworks when emergency fire restrictions are in effect. Prohibitions of fireworks include but are not limited to: consumer fireworks, ground and handheld sparkling devices, cylindrical fountains, cone fountains, illuminating torches, wheels and ground spinners in the unincorporated areas of Navajo County.

STAGE I – Minimal Restrictions

Stage I fire restrictions occur in coordination with other governmental entities operating in Navajo County, to include United States Forest Service, Arizona Department of Forestry and Fire Management, Bureau of Land Management, Bureau of Indian Affairs, local city/town, tribal and fire district/departments. Stage I fire restrictions are aimed at preventing the start of wildfires caused by human activities that are known to be high-fire risks.

States Forest Service, Arizona Department of Forestry and Fire Management, Bureau of Land Management, Bureau of Indian Affairs, local city/town, tribal and fire

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district/departments. Stage 1 fire restrictions are aimed at preventing the start of wildfires caused by human activities that are known to be high-fire risks.

During Stage 1, the following acts are prohibited at all times unless an exemption is listed.
The following acts are prohibited until further notice:

Commented [C36]: Added new paragraph
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1. Building, maintaining, attending, or using a fire or campfire unless noted in the exemptions below.
2. Smoking outside of designated areas.
3. Use of any and all consumer fireworks.
4. Use of explosive targets.
5. Use of tracer round ammunition.

Commented [C37]: Exemptions for each item is now listed under that item instead of grouped separately

Note: for the smoking provision, each agency/tribe must cite their actual regulations/laws; therefore, the wording for the prohibition may be slightly different.

Exemptions:

1. Persons obtaining a written "Special Use Permit" from the "Authority Having Jurisdiction" that specifically authorizes the otherwise prohibited act.
2. Fires used only for the cooking of food or for providing warmth for human beings or for recreational purposes (campfires and charcoal fires) in an area that is designated for that purpose and is barren or cleared of all debris for 3 feet in diameter around the device. Permissible items include propane fire rings, pellet stoves/smokers/grills that have UL or FM approval and are a contained unit. A person of appropriate age must maintain a presence at all times when in operation.
3. Smoking within enclosed buildings and inside vehicles is allowed. Smoking may also be allowed in or on porches, carports, garages, parking lots and other areas or properties which are cleared of all combustible materials so long as the smoking does not create a substantial risk of fire and all smoking materials are properly extinguished and disposed of. At no time is it allowed to discard lit cigarettes, cigars, or other smoking materials from a vehicle, or from ones' possession in a public place. ARS 13-1603.a.1
4. Persons using a device solely fueled by liquid petroleum or LPG fuels that can be turned on and off. Such devices with UL and/or FM approval can only be used in an area that is barren or cleared of all overhead and surrounding flammable materials within 3 feet of the device. A person of appropriate age must always maintain a presence with the device when in operation.

5. Persons conducting activities in those designated areas where the activity is specifically authorized by written posted notice.
6. Emergency repair of public utilities and railroads as per attached conditions.
7. Any Federal, State, or local officer or member of an organized rescue or firefighting force in the performance of an official duty.
8. All land within a city boundary is exempted unless otherwise stated by city ordinance.
9. Other exemptions unique to each "Authority Having Jurisdiction".

***NOTE:** An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity. A person who commits an act in violation of this chapter that results in an appropriate emergency response or investigation and who is convicted of the violation may be liable for the expenses that are incurred incident to the emergency response and the investigation of the commission of the offense in accordance with *Arizona Revised Statute 13-1709; Emergency response and investigation costs; civil liability*.

STAGE II – Moderate to Severe Restrictions

Stage 2 intensifies the restrictions in effect from Stage 1 by focusing on activities that have a relatively high risk of causing a fire to start.

The following acts are prohibited at all times under Stage 2, unless an exemption is listed:
The following acts are prohibited until further notice:

1. Building, maintaining, attending, or using a fire, campfire, charcoal, coal, or wood including fires in developed campgrounds or improved sites.
2. Smoking outside of designated areas.
3. Outdoor Mechanical and Industrial Prohibitions:
 - a. Operating any electric device or internal combustion engine in the course of mechanical or industrial operations that would produce open flames or sparks.
 - b. Welding or operating acetylene or other torch with open flame.
 - c. Using an explosive.
4. Operating motorized vehicles off designated roads and trails.
5. Use of any and all consumer fireworks.
6. Use of explosive targets.
7. Use of tracer round ammunition.
8. Discharging firearms.

Exemptions:

Commented [C38]: Added stronger language to describe the purpose of Stage 2

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Commented [C39]: 6 & 7 were combined into 1 item as they are related

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1. Persons obtaining a written "Special Use Permit" from the Authority Having Jurisdiction that specifically authorizes the otherwise prohibited act.
2. Devices used only for the cooking of food or for providing warmth for human beings in an area that is designated for that purpose and is barren or cleared of all debris for 3 feet in diameter around the device. Permissible items include propane fire rings, pellet stoves/smokers/grills that have UL or FM approval and are a contained unit. A person of appropriate age must always maintain a presence when in operation.
3. Smoking within enclosed buildings and inside vehicles is allowed. Smoking may also be allowed in or on porches, carports, garages, parking lots and other areas or properties which are cleared of all combustible materials so long as the smoking does not create a substantial risk of fire and all smoking materials are properly extinguished and disposed of. At no time is it allowed to discard lit cigarettes, cigars, or other smoking materials from a vehicle, or from ones' possession in a public place. ARS 13-1603.a.1
4. Industrial operations where specific operations and exemptions are identified, and mitigation measures are implemented as outlined by the Authority Having Jurisdiction.
5. Persons operating equipment with UL and/or FM approval and spark arrestors such as chainsaws (electric or internal combustion engine), lawnmowers and landscaping equipment in maintained landscaped space.
6. Welding, or operating acetylene or other torch with open flame in an enclosed or developed area designated for that purpose that is equipped with appropriate fire protection.
7. Persons using a device fueled solely by liquid petroleum or LPG fuels that can be turned on and off. Such devices with a UL and/or FM approval can only be used in an area that is barren or cleared of all overhead and surrounding flammable materials within 3 feet of the device. A person of appropriate age must always maintain a presence with the device when in operation.
8. Operating generators with a UL and/or FM approval and an approved spark arresting device within an area that is barren or cleared of all overhead and surrounding flammable materials within three feet of the generator.
9. Operating motorized vehicles on designated roads and trails so long as you park in an area devoid of vegetation within 10 feet of the roadway.
10. Emergency repair of public utilities and railroads and mitigation measures are implemented as outlined in an agency plan.
11. Persons conducting activities in those designated areas where the activity is specifically authorized by written posted notice.
12. Any federal, state, or local officer, or member of an organized rescue or firefighting force in the performance of an official duty.

13. All land within a city boundary is exempted unless otherwise stated by city ordinance.
14. Discharging firearms is permissible while engaged in a lawful hunt pursuant to state, federal or tribal laws or regulations or in an agency designated shooting range or law enforcement officials in the course of their duties.
15. Other exemptions unique to each "Authority Having Jurisdiction".

****NOTE:** An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity. A person who commits an act in violation of this chapter that results in an appropriate emergency response or investigation and who is convicted of the violation may be liable for the expenses that are incurred incident to the emergency response and the investigation of the commission of the offense in accordance with *Arizona Revised Statute 13-1709; Emergency response and investigation costs; civil liability*

7. FIRES EXEMPT FROM EMERGENCY RESTRICTIONS

The following fires are exempted from the provisions of the emergency fire restrictions set forth in Section 7

- 7.1 Fires set or permitted by an authorized public official, federal, state or local, in the performance of the officer's official duties.
- 7.2 Fires set or permitted by the state entomologist or Navajo County agricultural agents for the purpose of disease and pest prevention.
- 7.3 Fires set or permitted by the United States, the State of Arizona or any federally recognized Indian tribe, or any of their respective departments, agencies or political subdivisions, for the purpose of fire prevention or control, watershed rehabilitation or control through vegetative manipulation.

8. FAILURE TO OBEY LAWFUL ORDER

The failure to obey a lawful order by the Emergency Management Director/Manager, a certified peace officer, a firefighter or other officer of a Fire District/Fire Department, or uniformed personnel or certified peace officer of the USFS or failure to comply with the requirements of this Ordinance (including without limitation an order to extinguish or put out any lit, burning or smoldering materials during emergency fire restrictions) shall be a distinct and separate violation of this Ordinance.

9. ENFORCEMENT / PENALTIES

9.1 This Ordinance may be enforced by the Emergency Management Director/Manager or designee, any certified peace officer acting within the officer's area of jurisdiction, a firefighter or other officer of Fire District/Fire Department acting within the authorized officials' area of jurisdiction, or uniformed personnel of the USFS acting within their area of jurisdiction.

9.2 Civil Violation. Except as set forth in Section 9.3, when a violation of this Ordinance is undesignated or is designated a first offense by the enforcement official or prosecuting attorney, a person found to have violated this Ordinance shall be deemed to have committed a civil offense and shall be subject to a civil penalty of not less than five hundred dollars (\$500) nor more than one thousand five hundred dollars (\$1,500) plus surcharges, fees and court costs, plus restitution for any medical treatment required, reimbursement for emergency response personnel and equipment and any property damage or other economic loss suffered by any person as a result of such violation.

9.3 Criminal Violation. When a person convicted of a violation of this Ordinance has previously been charged with a violation of this Ordinance during the preceding 12 months, or has refused to obey the lawful order of an officer as set forth in Section 9, the person shall be deemed to have committed a Class 1 misdemeanor and shall be subject to a fine of not less than two hundred fifty dollars (\$250) nor more than two thousand five hundred dollars (\$2,500) for each violation or count, plus surcharges, fees and restitution for any medical treatment required, reimbursement for emergency response personnel and equipment and any property damage or other economic loss suffered by any person as a result of such violation, and may include up to six (6) months in jail.

9.4 Continuing violations. If any violation of this Ordinance is a continuing one, each day shall be deemed a separate violation.

SO ORDAINED by the Navajo County Board of Supervisors at Holbrook, Arizona on March 8, 2022

NAVAJO COUNTY BOARD OF SUPERVISORS

By _____
Dawnafe Whitesinger, Chairwoman

ATTEST:

Melissa W. Buckley
Clerk of the Board of Supervisors



Board of Supervisors Regular

3. a.

Meeting Date: 03/11/2025

Title: Contract #B24-12-013 Employee Benefits Consultant

Submitted For: Eric Scott, HR Director

Submitted By: Kathleen Outland, Procurement Trainee

Department: Administrative Services

Presented By: Eric Scott

Motion before the Board:

Consideration of award of contract number B24-12-013 Employee Benefits Consultant to The Mahoney Group.

Background:

This is a one-year contract to provide Employee Benefits Consultant for Navajo County with the option to renew up to four additional one-year terms.

Sealed proposals were received by the Board of Supervisors at the Navajo County Governmental Center, Holbrook, Arizona until 3:00 PM, M.S.T., February 12, 2025, in strict accordance with the specifications on file in the office of the Navajo County Department of Public Works. No proposals were accepted after 3:00 PM, M.S.T. The proposals were publicly opened at 3:15 PM. One proposal was received.

Recommendation:

The Evaluation Committee evaluated the proposal and recommends award of contract to The Mahoney Group.

Attachments

Evaluation Results

Contract

Offer Form

Form Review

Inbox	Reviewed By	Date
Jeanine Carruthers	Jeanine Carruthers	02/26/2025 04:32 PM
Brandt Clark	Brandt Clark	02/27/2025 09:15 AM
Human Resources Director	Eric Scott	03/03/2025 07:51 AM
Clerk of the Board	Melissa Buckley	03/03/2025 10:29 AM
Form Started By: Kathleen Outland		Started On: 02/25/2025 09:18 AM
Final Approval Date: 03/03/2025		

RFQ No. B24-12-013 Employee Benefits Consultant Evaluation Criteria

	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	Evaluator 6	
QUALIFICATIONS							
I. Qualifications of Firm (MAX 10 Points)	8	10	10	10	10	10	
II. Experience with Reference Based Pricing Plan Design (MAX 25 Points)	25	25	25	25	25	25	
III. References (MAX 5 Points)	4	4	5	5	5	4	
PROPOSED DESIGN							
I. Recommendations going forward (MAX 15 Points)	10	15	15	15	12	15	
II. Integration of Employee Wellness (MAX 15 Points)	9	15	15	15	15	15	
III. Experience Establishing Direct Contracts (MAX 15 Points)	9	15	15	10	15	15	
CUSTOMER SERVICE							
I. Availability/Reliability (MAX 5 Points)	5	5	5	5	5	5	
II. Consulting/Legal Team (MAX 5 Points)	5	5	5	5	5	5	
CONSULTANT QUESTIONNAIRE (MAX 5 Points)	5	5	5	5	5	5	
TOTAL POINTS:	80	99	100	95	97	99	Grand Total: 570



AGREEMENT FOR PROFESSIONAL SERVICES

THIS FEE AGREEMENT ("Agreement") is made and entered into this 11th day of March 2025 by and between Navajo County hereinafter referred to as "NAVAJO COUNTY"), and The Mahoney Group an Arizona corporation doing business as The Mahoney Group (hereinafter referred to as "TMG"). This agreement will commence on April 1, 2025.

WHEREAS, NAVAJO COUNTY, desires to engage with TMG to render certain professional services related to Employee Benefits Consultant, Navajo County RFQ B24-12-013.

WHEREAS, NAVAJO COUNTY, understands the fee set forth in this Agreement is in addition to commissions TMG receives for the Voluntary Individual and/or Group Policies (i.e. accident, critical illness, gap, etc.) of NAVAJO COUNTY.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. **Scope of Services.** TMG shall perform the following services related to Employee Benefits Consultant, Navajo County RFQ B24-12-013(hereinafter referred to as the "Services") in a satisfactory and proper manner, as reasonably determined by NAVAJO COUNTY:

A. Consulting

1. Provide on-going information, analysis and assistance regarding health care and life insurance guidelines, legislation and trends.
2. Assist in the negotiation of rate adjustments and/or benefit changes with the existing carriers on contract renewal dates, including complete evaluation of all plan reserves, retention costs and plan design.
3. Provide analysis for alternative funding methods and recommendation for change, if advantageous.
4. Assist in determination of the need to bid existing group insurance contracts, including third party administrators.
5. Assist and recommend risk management strategies to sustain employee benefits and reduce total healthcare costs.
6. Employee Wellness programs.

B. Technical Services

1. Assist in the review and negotiation of benefits contract provisions with carrier to assure employee benefits and rights are protected.
2. Assist in developing strategies for the next renewal/contract period in a manner, which assures Navajo County's interests are properly addressed.
3. Prepare reports that may be required to maintain historical information on expenditures, rates and participation levels.
4. Assist on projecting the annual cost of benefits programs to determine budgetary rates and amounts.

C. Serviceable Lines of Coverage

1. Assist in the review and negotiation of benefits contract provisions with carrier to assure employee benefits and rights are protected.
2. Assist in developing strategies for the next renewal/contract period in a manner, which assures Navajo County's interests are properly addressed.
3. Prepare reports that may be required to maintain historical information on expenditures, rates and participation levels.
4. Assist on projecting the annual cost of benefits programs to determine budgetary rates and amounts.

D. Open Enrollment Services

1. Assist with all open enrollment activities including employee meetings, benefit counselor coordination, etc.
2. Assist in compiling and coordinating all communication materials on behalf of Human Resources and other entities covered by the employee benefit plans.

E. Comply with the terms and conditions of the HIPAA Business Associate Agreement attached hereto and incorporated herein as Exhibit A.

2. **NAVAJO COUNTY'S Obligations.** NAVAJO COUNTY agrees to the following:

- A. Assist in obtaining data from the carriers.
- B. Define direction and appropriate action to TMG.
- C. Comply with the terms and conditions of the HIPAA Business Associate Agreement attached hereto and incorporated herein as Exhibit A.

3. **Time of Performance.** Services of TMG shall commence on April 1, 2025 and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement.

4. **Compensation and Method of Payment.**

- A. This Agreement reflects a **12 month rate guarantee.**
- B. **Compensation.** For performing the Services specified in Section 1 hereof, Navajo County agrees to have the selected Third-Party Administrator (TPA) pay TMG \$14.00 Per Employee Per Month.
- C. **Method of Payment.** Such amounts shall be paid to TMG on the 1st day of each month during the term of this Agreement.
- D. **Broker of Record.** Consultant will receive the standard commissions, fees and revenue on the ancillary lines that are currently in place. TMG will manage (Serviceable Lines of Coverage) and services on behalf of Navajo County.

5. **Indemnity.** TMG agrees to defend, indemnify and hold harmless Navajo County and its employees from and against any and all claims, actions, suits, or proceedings of any kind brought against said parties for or on account of any matter arising solely from the willful misconduct or negligent conduct, whether active or passive, on the part of TMG or TMG's employees, subconsultants or agents from the services performed by TMG under this Agreement.

Navajo County agrees to defend, indemnify and hold harmless TMG and its employees from and against any and all claims, actions, suits, or proceedings of any kind arising solely from the willful misconduct or negligent conduct, whether active or passive, on the part of Navajo County or Navajo County employees, subconsultants or agents for or on account of any actions taken by Navajo County under this Agreement.

6. **Insurance.** TMG shall procure and maintain at its expense, until final payment by Navajo County for Services covered by this Agreement, Workers' Compensation Insurance for TMG's employees in accordance with the provisions of the Workers' Compensation Act of the State of Arizona as now enacted or hereafter amended.
7. **Reports and Information.** At such times and in such forms as Navajo County may reasonably require, there will be furnished to Navajo County such statements, records, reports, data and information, as Navajo County may request pertaining to matters covered by this Agreement. Unless authorized by Navajo County, or under order of a court or administrative body, TMG will not release any information concerning the work product including, but not limited to, any reports or other documents prepared pursuant to this Agreement until the final product is submitted to Navajo County.

8. **Establishment and Maintenance of Electronic Records.** Electronic Records shall be maintained by TMG in accordance with applicable law and requirements prescribed by Navajo County in writing with respect to all matters covered by this Agreement. Except as otherwise authorized by Navajo County, such electronic records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.
9. **Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. Navajo County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.
10. **Compliance with Laws.** In performing the Services required hereunder, TMG shall comply with all applicable laws, ordinances, and codes of the Federal, State and local governments.
11. **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. Adjustments for inflation may be considered at renewal and will be mutually agreed upon between parties.
12. **Entire Agreement.** This Agreement, along with HIPAA Business Associate Agreement attached hereto and incorporated herein as Exhibit A, represents the entire agreement between Navajo County and TMG and supersedes all prior negotiations, representations or agreements, either express or implied, written or oral regarding this matter. It is mutually understood and agreed that no modification, alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Written and signed amendments shall automatically become part of this Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
13. **Termination for Convenience of the Parties.** Either party may terminate this Agreement at any time and for any reason by giving at least sixty (60) days' notice in writing to the other party. If termination occurs prematurely, both parties will review the services performed in ratio to total compensation received and will agree upon a final payment.
14. **Confidentiality.** TMG acknowledges that, in rendering Services hereunder, it may have access to certain confidential records, telephone numbers, passwords, and data which are proprietary information of Navajo County, or which Navajo County has an

ongoing obligation to keep confidential. TMG agrees to keep such information confidential when it is clearly identified in writing as confidential by Navajo County, and TMG and all its associates, shall maintain and protect the confidential nature thereof except (i) to the extent necessary to perform its obligations hereunder, (ii) if required by applicable law or by a court of competent jurisdiction, or (iii) if such information became publicly available or available to or through a third party, but not as a result of TMG's act or omission.

15. **Governing Law and Venue.** The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement shall be tried in a court of competent jurisdiction in Navajo County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.
16. **Severability.** Should any provision of this Agreement be held invalid, illegal, against public policy or is otherwise enforceable by any governmental body, arbitrator, or court of competent jurisdiction, such holding will not diminish the validity or enforceability of any other provision hereof.
17. **Authority to Enter Agreement.** Each party expressly warrants and represents to the other party that: (i) it is duly authorized and empowered to enter into this Agreement; and (ii) it shall perform and observe the duties and obligations set forth in this Agreement.
18. **Binding Nature of Agreement; Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, devisees, personal and legal representatives, successors and assigns. No party shall assign its interest in this Agreement without the prior written consent of the other party.
19. **Notices.** All notices, requests, demand and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made, and received when hand-delivered to the party addressed or upon the date noted upon the receipt for registered or certified mail, first class postage prepaid, return receipt requested, addressed as set forth below:

To: The Mahoney Group
Attn: Jason Andrade
1835 South Extension Road
Mesa, AZ. 85210

To: NAVAJO COUNTY:
Navajo County Government
Attn: Bryan Layton
PO Box 668
Holbrook, AZ 86025

20. **Waiver.** No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege.
21. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
22. **Interpretation.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The parties have participated jointly in the negotiation and drafting of this Agreement and, therefore, in the event that any ambiguity or a question of intent or interpretation arises, this Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting any provision hereof.

IN WITNESS WHEREOF, NAVAJO COUNTY and TMG have executed this Agreement as of the date first above written.

NAVAJO COUNTY

THE MAHONEY GROUP:

By: _____
Vice-Chairman, Navajo County Board of Supervisors

Title: _____

Date: _____ Date: _____

Exhibit A

BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective April 1, 2025 by and between Navajo County, hereinafter referred to as "Covered Entity", and The Mahoney Group, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule" and the "HIPAA Security Rule"); and

WHEREAS, Title XIII of the American Recovery and Reinvestment Act, known as "the HITECH Act" has amended HIPAA and the HIPAA regulations, including HIPAA's Administrative Simplification provisions; and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy Rule; and

WHEREAS, Covered Entity is subject to the requirements under HIPAA and HITECH which includes, but not limited to, the Security Breach Notification; and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement.

THEREFORE, in consideration of the Parties' continuing obligations under the HIPAA Privacy Rule and Security Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and Security Rule and to protect the interests of both Parties

I. IN GENERAL

- A. Definitions. Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule and the HIPAA Security Rule. In the event of an inconsistency between the

provisions of this Agreement and mandatory provisions of the HIPAA Privacy Rule and Security Rule, as amended, the HIPAA Privacy Rule and Security Rule shall control.

1. Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean The Mahoney Group.
 2. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Navajo County.
 3. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- B. Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including, but not limited to, paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

II. CONFIDENTIALITY REQUIREMENTS

III. Business Associate agrees:

- A. To use or disclose any Protected Health Information as necessary to perform the services set forth in the Agreement or as required by law.
- B. To make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.
- C. At termination of this Agreement and upon written request of Covered Entity, if feasible, return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information in perpetuity and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
- D. To ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agree to the same restrictions and conditions that apply to Business Associate with respect to such information. In addition, Business Associate agrees to take reasonable steps to ensure that its

employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement or the mandatory requirements of the HIPAA Privacy Rule and Security Rule that apply to Business Associate.

- E. Not to use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except that Business Associate may use and disclose Protected Health Information as follows:
1. Use. Business Associate may use the PHI in its possession for its proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate;
 2. Disclosure. Business Associate may disclose the **PHI** in its possession, if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:
 - a. the disclosure is permitted or required by law; or
 - b. Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person or party notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;
 3. Data Aggregation. Business Associate may provide data aggregation services relating to the health care operations of Covered Entity.
 4. De-identification. Business Associate may de-identify any and all PHI obtained by it under this Agreement, and use such de-identified data, all in accordance with the de-identification requirements of the Privacy Rule.
- F. Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement.

IV. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- A. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as required by law
- B. Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- C. Business Associate agrees to report to Covered Entity any Use or Disclosure

of PHI not provided for by this Agreement of which Business Associate becomes aware, including Breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which it becomes aware. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

- D. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate agrees to ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- E. Business Associate agrees to make available Protected Health Information in a designated record set to the Covered Entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524.
- F. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526
- G. Business Associate agrees to make internal practices, books, and records available to the Secretary, or a person designated by the Secretary, for purposes of determining compliance with the HIPAA Rules.
- H. Business Associate agrees maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528.
- I. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

V. OBLIGATIONS OF COVERED ENTITY

- A. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA, HITECH, the HIPAA Privacy Rule, the HIPAA Security Rule or the Breach Notification Rule. Further, Covered Entity shall not request Business Associate to make any acts or omissions that would not be permissible under the False Claims Act or the Red Flags Rule.
- B. Covered Entity agrees to timely notify Business Associate, in writing, of any arrangements between Covered Entity and an individual who is the subject of PHI that may impact in any manner the Use or Disclosure of that PHI by

Business Associate under this Agreement.

VI. TERMINATION

- A. Notwithstanding anything in this Agreement to the contrary, either party shall have the right to terminate this Agreement immediately if either party has breached any provision of this Agreement, and upon written notice of the breach, the violating party fails to cure the breach within 30 calendar days after receipt of notice. If the breach has not been cured, and it's been determined that termination of the Agreement is not feasible, both parties understand a report of such breach shall be submitted to the U.S. Department of Health & Human Services.
- B. Termination Without Cause: Either party may terminate this Agreement effective upon sixty (60) days (fully Insured groups)/ ninety (90) days (self-funded groups) advance written notice to the other party.

VII. MISCELLANEOUS

- A. Except as expressly stated herein or in the HIPAA Privacy Rule or Security Rule, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.
- B. This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement shall be governed by the laws of the State of Arizona. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion. The parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding

Business Associate's use and disclosure of Protected Health Information.

- C. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy Rule or Security Rule, such party shall notify the other party in writing.

All notices shall be addressed to the appropriate Party as follows:

Navajo County:

Navajo County Government
Attn: Bryan Layton, Assistant
County Manager
P.O. Box 668
Holbrook, AZ 86025

If to Business Associate:

The Mahoney Group
Attn: Steve Goble, President
1835 South Extension Road
Mesa, AZ. 85210

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY

The Mahoney Group (BUSINESS ASSOCIATE):

Vice-Chairman, Navajo County Board of Supervisors

By: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT D - OFFER AND ACCEPTANCE

TO NAVAJO COUNTY:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and addendums in the Request for Qualifications which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

The Mahoney Group
Company Name
1835 S. Extension Rd
Address
Mesa AZ 85210
City State Zip
Jason Andrade
Signature of Person Authorized to Sign
Jason Andrade
Printed Name
EB Practice Leader
Title

Jason Andrade
Name
480-214-2744
Phone
623-215-1388
Fax
jandrade@mahoneygroup.com
E-Mail

ACCEPTANCE OF OFFER

The offer is hereby accepted.

The Vendor is now bound to provide the materials or services listed in **Employee Benefits Consultant, RFQ No. B24-12-013** 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



Board of Supervisors Regular

4. a.

Meeting Date: 03/11/2025

Title: B25-01-010 Supply of Various Roadway Materials

Submitted For: Madhav Mundle, Public Works Director

Submitted By: Alexandria Porras, Administrative Specialist

Department: Public Works

Presented By: Madhav Mundle

Motion before the Board:

Consideration of award of contract #B25-01-010 Supply of Various Roadway Materials to Brimhall Sand, Rock & Building Materials Inc., WW Clyde Co., Perkins Aggregates, Inc., Perkins Cinders, Inc. and Schuck Development effective March 28, 2025.

Background:

The purpose of this annual contract is to supply Navajo County's road maintenance operation with basic materials required for maintaining and repairing roadways, drainage structures, and spreading cinders as part of its snow response activities. Sealed proposals were received by the Board of Supervisors at the Navajo County Governmental Center, Holbrook, Arizona until 3:00 p.m. M.S.T, February 26, 2025, in strict accordance with the specifications on file in the office of the Navajo County Public Works. No bids were accepted after 3:00 p.m. M.S.T. The bids were publicly opened and read aloud at 3:15 p.m. This is an annual "multi-award" contract for roadway materials which are purchased based on price, convenience, availability and/or quality. The award of contracts to all bidders allows adequate coverage for road materials by location.

Recommendation:

Staff is recommending award of contract to all bidders.

Fiscal Impact

Fiscal Year: FY 25/26

Budgeted Y/N: Y

Amount Requested:

Fiscal Impact:

Funds are budgeted for both fiscal year 2025 and 2026 under roadway maintenance.

Attachments

Bid Tab

Brimhall Contract

Perkins Aggregates Contract

Perkins Cinders Contract

Schuck Development Contract

Form Review

Inbox

Jeanine Carruthers

Brandt Clark

Public Works Director

Form Started By: Alexandria Porras

Final Approval Date: 02/28/2025

Reviewed By

Jeanine Carruthers

Brandt Clark

Madhav Mundle

Date

02/27/2025 03:09 PM

02/28/2025 08:44 AM

02/28/2025 09:29 AM

Started On: 02/27/2025 02:37 PM

SUPPLY of VARIOUS ROADWAY MATERIALS
CONTRACT #B25-01-010

Must Select Lowest bidder based on price, convenience, availability, and/or quality.

Material Picked Up		Brimhall Sand, Rock & Bldg. Materials PO Box 750 Snowflake, AZ 85937		W.W Clyde P.O. Box 127 Taylor, AZ 85939		Perkins Aggregates, Inc. 1950 E. Adams, Ste A Show Low, AZ 85901		Perkins Cinders, Inc. 1950 E. Adams, Ste C Show Low, AZ 85901		Schuck Develop. PO Box 21120 Wickenburg, AZ 85358		Price Comparisons		
DESCRIPTION	EST QTY	MATERIAL LOCATION	Unit Price Per Ton (Pickup)	MATERIAL LOCATION	Unit Price Per Ton (Pickup)	MATERIAL LOCATION	Unit Price Per Ton (Pickup)	MATERIAL LOCATION	Unit Price Per Ton (Pickup)	MATERIAL LOCATION	Unit Price Per Ton (Pickup)	Average Price 2025	Average Price 2024	% Increase or Decrease
1) Aggregate Base Material, Class 2	20,000 Tons	Snowflake	\$ 15.65	Show Low	\$ 14.00	Taylor	\$ 15.32	Show Low	\$ 15.96			\$ 14.57	14.24	2%
				Taylor	\$ 11.90									
2) Aggregate Base Material, Class 6	20,000 Tons	Snowflake	\$ 9.34	Show Low	\$ 12.00	Taylor	\$ 12.04	Show Low	\$ 12.88			\$ 10.63	10.77	-1%
				Taylor	\$ 6.90									
3) Aggregate Base Material per MAG Specifications 701 and 702	20,000 Tons	Snowflake	\$ 15.65	Show Low	\$ 14.00	Taylor	\$ 14.77	Show Low	\$ 15.18	Chevelon Butte	\$ 18.50	\$ 15.00	14.42	4%
				Taylor	\$ 11.90									
4) Hot Asphaltic Concrete Mix:	A) 0-100 Tons	Snowflake	\$ 105.05	Show Low	\$ 97.00	Show Low	\$ 106.40					\$ 101.36	97.77	4%
				Taylor	\$ 97.00									
	B) 100-500 Tons	Snowflake	\$ 105.05	Show Low	\$ 93.00	Show Low	\$ 104.30					\$ 98.84	95.24	4%
				Taylor	\$ 93.00									
	C) 500-1,000 Tons	Snowflake	\$ 105.05	Show Low	\$ 93.00	Show Low	\$ 102.17					\$ 98.31	94.71	4%
				Taylor	\$ 93.00									
	D) 1,000 + Tons	Snowflake	\$ 105.05	Show Low	\$ 93.00	Show Low	\$ 102.17					\$ 98.31	94.71	4%
				Taylor	\$ 93.00									
5) Plant Cold Mix	5,000 Tons	Snowflake	\$ 130.08	Taylor	\$ 106.00	Show Low	\$ 117.07					\$ 117.72	119.54	-2%
6) Rip Rap (6 inch)	500 Tons	Indian Wells	\$ 48.00	Show Low	\$ 26.00	Taylor	\$ 31.73	Show Low	\$ 25.54			\$ 31.45	30.32	4%
				Taylor	\$ 26.00									
	500 Tons											#DIV/0!	26.00	#DIV/0!
7) Rip Rap (12 inch)	500 Tons	Indian Wells	\$ 48.00	Show Low	\$ 28.00	Taylor	\$ 32.83	Show Low	\$ 32.53			\$ 35.34	31.09	14%
8) Rip Rap (24 inch)	500 Tons	Indian Wells	\$ 48.00	Show Low	\$ 30.00			Show Low	\$ 37.95			\$ 38.65	36.86	5%
9) Rip Rap (36 inch)	4,000 Tons	Indian Wells	\$ 48.00	Show Low	\$ 32.00			Show Low	\$ 37.95	Chevelon Butte	\$ 28.50	\$ 36.61	35.27	4%
10) Reject roadway material disposal	Per Load		\$ 200.00	Show Low	\$ 40.00	Taylor	\$ 40.00	Show Low	\$ 40.00			\$ 72.00	111.00	56%
				Taylor	\$ 40.00									
11) Snow Cinders (1/4" minus)	10,000 Tons					Taylor	\$ 13.13	Show Low	\$ 7.59			\$ 10.36	8.94	N/A
12) Reject Sand (4 Sieve minus)	1,000 Tons		\$ 8.50	Taylor	\$ 8.00	Taylor	\$ 17.51	Show Low	8.51			\$ 10.63	10.47	2%
13) Blotter Material (ADOT Section 404-2.02)	1,000 Tons		\$ 17.88	Taylor	\$ 10.00	Taylor	\$ 19.70	Show Low	7.59			\$ 13.79	13.35	N/A
14) Type A 3/8" Cover Aggregate	15,000 Tons		\$ 18.15	Show Low	\$ 23.41	Taylor	\$ 19.48	Show Low	19.16			\$ 20.72		
				Taylor	\$ 23.41									
15) Type A 1/2" Cover Aggregate	5,000 Tons		\$ 38.32	Show Low	\$ 35.00	Taylor	\$ 26.10	Show Low	26.52			\$ 32.19		N/A
				Taylor	\$ 35.00									

All costs to include applicale taxes. The above bid shall be valid for a period of one hundred twenty (120) days.

Material Delivered		Brimhall Sand, Rock & Bldg. Materials PO Box 750 Snowflake, AZ 85937	W.W Clyde P.O. Box 127 Taylor, AZ 85939	Perkins Aggregates, Inc. 1950 E. Adams, Ste A Show Low, AZ 85901	Perkins Cinders, Inc. 1950 E. Adams, Ste C Show Low, AZ 85901	Schuck Develop. PO Box 21120 Wickenburg, AZ 85358	Price Comparisons		
DESCRIPTION	ESTIMATED QUANTITIES	Unit Price (Delivered)	Unit Price (Delivered)	Unit Price (Delivered)	Unit Price (Delivered)	Unit Price (Delivered)	Average Price 2025	Average Price 2024	% Increase or Decrease
16) Rip Rap (36 inch minus) Delivered to Winslow Levee									
Basalt A)	4,000 Tons	\$ 79.38	\$ 49.00				\$ 64.19	52.63	22%
Stone B)	4,000 Tons		\$ 49.00				\$ 49.00		
17) 2-SACK AB Slurry Delivered to:									
Winslow A)	300 C.Y.			\$ 203.85	\$ 203.85		\$ 203.85	207.10	-2%
Holbrook, Joseph City, Sun Valley, Woodruff B)	300 C.Y.			\$ 195.17			\$ 195.17	187.58	4%
Snowflake, Taylor, White Mtn Lakes C)	300 C.Y.			\$ 177.83			\$ 177.83	174.57	2%
Linden, Pinedale, Clay Springs D)	300 C.Y.			\$ 174.57			\$ 174.57	172.40	1%
Heber/Overgaard E)	300 C.Y.			\$ 186.50			\$ 186.50	182.16	2%
Show Low, Pinetop-Lakeside F)	300 C.Y.			\$ 177.83			\$ 177.83	172.40	3%
18) 2-SACK 3/8 in. Gravel Slurry									
Winslow A)	500 C.Y.			\$ 201.68			\$ 201.68	206.02	-2%
Holbrook, Joseph City, Sun Valley, Woodruff B)	500 C.Y.			\$ 193.01			\$ 193.01	186.50	3%
Snowflake, Taylor, White Mtn Lakes C)	500 C.Y.			\$ 195.66			\$ 195.66	174.57	12%
Linden, Pinedale, Clay Springs D)	500 C.Y.			\$ 172.40			\$ 172.40	172.40	0%
Heber/Overgaard E)	500 C.Y.			\$ 184.33			\$ 184.33	183.25	1%
Show Low, Pinetop-Lakeside F)	500 C.Y.			\$ 175.66			\$ 175.66	172.40	2%
19) Portland Cement Concrete (Class S, 2,500 psi)									
Winslow A)	50 C.Y.			\$ 228.79			\$ 228.79	238.55	-4%
Holbrook, Joseph City, Sun Valley, Woodruff B)	50 C.Y.			\$ 220.11			\$ 220.11	219.03	0%
Snowflake, Taylor, White Mtn Lakes C)	50 C.Y.			\$ 202.76			\$ 202.76	204.93	-1%
Linden, Pinedale, Clay Springs D)	50 C.Y.			\$ 199.51			\$ 199.51	200.60	-1%
Heber/Overgaard E)	50 C.Y.			\$ 211.44			\$ 211.44	211.44	0%
Show Low, Pinetop-Lakeside F)	50 C.Y.			\$ 202.76			\$ 202.76	200.60	1%

Delivery of Roadway Material		Brimhall Sand, Rock & Bldg. Materials PO Box 750 Snowflake, AZ 85937	W.W Clyde P.O. Box 127 Taylor, AZ 85939	Perkins Aggregates, Inc. 1950 E. Adams, Ste A Show Low, AZ 85901	Perkins Cinders, Inc. 1950 E. Adams, Ste C Show Low, AZ 85901	Schuck Develop. PO Box 21120 Wickenburg, AZ 85358	Price Comparisons		
DESCRIPTION	ESTIMATED QUANTITIES	Unit Price (Delivered)	Unit Price (Delivered)	Unit Price (Delivered)	Unit Price (Delivered)	Unit Price (Delivered)	Average Price 2025	Average Price 2024	% Increase or Decrease
20) Delivery Only of County Specified Roadway Material									
Hauling Location: Heber/Overgaard	5,000 Tons		\$ 15.00		\$ 30.00		\$ 22.50	20.30	11%
21) Delivery Only of County Specified Roadway Material									
Hauling Location: Show Low	5,000 Tons		\$ 15.00		\$ 9.00		\$ 12.00	13.41	-11%
22) Hauling Cover Aggregate Material Per Ton Per Mile									
Hauling Location: Various	5,000 Tons		\$ 6.00				\$ 6.00		#DIV/0!

All costs to include applicale taxes. The above bid shall be valid for a period of one hundred twenty (120) days.

CONTRACT

THIS CONTRACT is made and entered into as of March 28, 2025 (the “Effective Date”) by and between Navajo County (“County”) and Brimhall Sand & Rock & Building Materials, Inc. (“Contractor”).

1. **SCOPE OF WORK:** Contractor shall furnish any and all materials, equipment and labor required for performing all work for **Supplying Various Roadway Materials, Contract #B25-01-010**, in accordance with the Contract Documents, in a workmanlike manner to the satisfaction of County through its Engineers.
2. **CONTRACT DOCUMENTS:** The Contract Documents comprise this Contract and the attached ☒ Notice of Invitation for Bids, ☐ Specifications, ☐ General Provisions, ☒ Special Provisions, ☒ Proposal dated February 24, 2025, ☒ Bidding Schedule, ☒ Bid Bond, ☐ Performance Bond, ☒ No Collusion Affidavit, ☒ Subcontracting Certification, ☐ Plans, and addenda thereto, if any. If there is any conflict in the documents, this Contract shall control over all others; the Specifications shall control over the General Provisions and Special Provisions; and the Special Provisions shall control over the General Provisions.
3. **NO LIENS / TIME FOR COMPLETION:** Contractor shall furnish all materials, equipment and labor in accordance with the Contract Documents free and clear of all claims, liens and charges whatsoever, within the time, or times, stated in the Proposal.
4. **CANCELLATION:** This Contract is subject to cancellation pursuant to A.R.S. § 38-511, (concerning conflicts of interest).
5. **PAYMENTS:** Payment shall be made on the basis of the unit price(s) bid for the awarded items in the Bidding Schedule for **Contract # B25-01-010**. Contractor shall submit invoices to County for all work performed hereunder. No later than 30 days after each invoice has been verified and approved by the Engineer, County shall pay to Contractor 100% of the approved amount.
6. **CERTIFICATIONS:**
 - A. **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.
 - B. **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.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Contract as of the Effective Date.

NAVAJO COUNTY

By _____
Chairman, Board of
Supervisors

Attest:

Melissa Buckley, Clerk of the Board

CONTRACTOR

Company

By _____

Print Name

Title

SUPPLY of VARIOUS ROADWAY MATERIALS
CONTRACT #B25-01-010

Must Select Lowest bidder based on price, convenience, availability, and/or quality.

Material Picked Up		Brimhall Sand, Rock & Bldg. Materials PO Box 750 Snowflake, AZ 85937		W.W Clyde P.O. Box 127 Taylor, AZ 85939		Perkins Aggregates, Inc. 1950 E. Adams, Ste A Show Low, AZ 85901		Perkins Cinders, Inc. 1950 E. Adams, Ste C Show Low, AZ 85901		Schuck Develop. PO Box 21120 Wickenburg, AZ 85358		Price Comparisons		
DESCRIPTION	EST QTY	MATERIAL LOCATION	Unit Price Per Ton (Pickup)	MATERIAL LOCATION	Unit Price Per Ton (Pickup)	MATERIAL LOCATION	Unit Price Per Ton (Pickup)	MATERIAL LOCATION	Unit Price Per Ton (Pickup)	MATERIAL LOCATION	Unit Price Per Ton (Pickup)	Average Price 2025	Average Price 2024	% Increase or Decrease
1) Aggregate Base Material, Class 2	20,000 Tons	Snowflake	\$ 15.65	Show Low	\$ 14.00	Taylor	\$ 15.32	Show Low	\$ 15.96			\$ 14.57	14.24	2%
				Taylor	\$ 11.90									
2) Aggregate Base Material, Class 6	20,000 Tons	Snowflake	\$ 9.34	Show Low	\$ 12.00	Taylor	\$ 12.04	Show Low	\$ 12.88			\$ 10.63	10.77	-1%
				Taylor	\$ 6.90									
3) Aggregate Base Material per MAG Specifications 701 and 702	20,000 Tons	Snowflake	\$ 15.65	Show Low	\$ 14.00	Taylor	\$ 14.77	Show Low	\$ 15.18	Chevelon Butte	\$ 18.50	\$ 15.00	14.42	4%
				Taylor	\$ 11.90									
4) Hot Asphaltic Concrete Mix: <div>A)</div> <div>B)</div> <div>C)</div> <div>D)</div>	0-100 Tons	Snowflake	\$ 105.05	Show Low	\$ 97.00	Show Low	\$ 106.40					\$ 101.36	97.77	4%
				Taylor	\$ 97.00									
	100-500 Tons	Snowflake	\$ 105.05	Show Low	\$ 93.00	Show Low	\$ 104.30					\$ 98.84	95.24	4%
				Taylor	\$ 93.00									
	500-1,000 Tons	Snowflake	\$ 105.05	Show Low	\$ 93.00	Show Low	\$ 102.17					\$ 98.31	94.71	4%
				Taylor	\$ 93.00									
	1,000 + Tons	Snowflake	\$ 105.05	Show Low	\$ 93.00	Show Low	\$ 102.17					\$ 98.31	94.71	4%
				Taylor	\$ 93.00									
5) Plant Cold Mix	5,000 Tons	Snowflake	\$ 130.08	Taylor	\$ 106.00	Show Low	\$ 117.07					\$ 117.72	119.54	-2%
6) Rip Rap (6 inch) <div>Basalt A)</div> <div>Stone B)</div>	500 Tons	Indian Wells	\$ 48.00	Show Low	\$ 26.00	Taylor	\$ 31.73	Show Low	\$ 25.54			\$ 31.45	30.32	4%
	500 Tons													
7) Rip Rap (12 inch) <div>Basalt A)</div> <div>Stone B)</div>	500 Tons	Indian Wells	\$ 48.00	Show Low	\$ 28.00	Taylor	\$ 32.83	Show Low	\$ 32.53			\$ 35.34	31.09	14%
	500 Tons													
8) Rip Rap (24 inch) <div>Basalt A)</div> <div>Stone B)</div>	500 Tons	Indian Wells	\$ 48.00	Show Low	\$ 30.00			Show Low	\$ 37.95			\$ 38.65	36.86	5%
	500 Tons													
9) Rip Rap (36 inch) <div>Basalt A)</div> <div>Stone B)</div>	4,000 Tons	Indian Wells	\$ 48.00	Show Low	\$ 32.00			Show Low	\$ 37.95	Chevelon Butte	\$ 28.50	\$ 36.61	35.27	4%
	4,000 Tons													
10) Reject roadway material disposal	Per Load		\$ 200.00	Show Low	\$ 40.00	Taylor	\$ 40.00	Show Low	\$ 40.00			\$ 72.00	111.00	56%
				Taylor	\$ 40.00									
11) Snow Cinders (1/4" minus)	10,000 Tons					Taylor	\$ 13.13	Show Low	\$ 7.59			\$ 10.36	8.94	N/A
12) Reject Sand (4 Sieve minus)	1,000 Tons		\$ 8.50	Taylor	\$ 8.00	Taylor	\$ 17.51	Show Low	8.51			\$ 10.63	10.47	2%
13) Blotter Material (ADOT Section 404-2.02)	1,000 Tons		\$ 17.88	Taylor	\$ 10.00	Taylor	\$ 19.70	Show Low	7.59			\$ 13.79	13.35	N/A
14) Type A 3/8" Cover Aggregate	15,000 Tons		\$ 18.15	Show Low	\$ 23.41	Taylor	\$ 19.48	Show Low	19.16			\$ 20.72		
				Taylor	\$ 23.41									
15) Type A 1/2" Cover Aggregate	5,000 Tons		\$ 38.32	Show Low	\$ 35.00	Taylor	\$ 26.10	Show Low	26.52			\$ 32.19		N/A
				Taylor	\$ 35.00									

All costs to include applicale taxes. The above bid shall be valid for a period of one hundred twenty (120) days.



Material Delivered		Brimhall Sand, Rock & Bldg. Materials PO Box 750 Snowflake, AZ 85937	W.W Clyde P.O. Box 127 Taylor, AZ 85939	Perkins Aggregates, Inc. 1950 E. Adams, Ste A Show Low, AZ 85901	Perkins Cinders, Inc. 1950 E. Adams, Ste C Show Low, AZ 85901	Schuck Develop. PO Box 21120 Wickenburg, AZ 85358	Price Comparisons		
DESCRIPTION	ESTIMATED QUANTITIES	Unit Price (Delivered)	Unit Price (Delivered)	Unit Price (Delivered)	Unit Price (Delivered)	Unit Price (Delivered)	Average Price 2025	Average Price 2024	% Increase or Decrease
16) Rip Rap (36 inch minus) Delivered to Winslow Levee									
Basalt A)	4,000 Tons	\$ 79.38	\$ 49.00				\$ 64.19	52.63	22%
Stone B)	4,000 Tons		\$ 49.00				\$ 49.00		
17) 2-SACK AB Slurry Delivered to:									
Winslow A)	300 C.Y.			\$ 203.85	\$ 203.85		\$ 203.85	207.10	-2%
Holbrook, Joseph City, Sun Valley, Woodruff B)	300 C.Y.			\$ 195.17			\$ 195.17	187.58	4%
Snowflake, Taylor, White Mtn Lakes C)	300 C.Y.			\$ 177.83			\$ 177.83	174.57	2%
Linden, Pinedale, Clay Springs D)	300 C.Y.			\$ 174.57			\$ 174.57	172.40	1%
Heber/Overgaard E)	300 C.Y.			\$ 186.50			\$ 186.50	182.16	2%
Show Low, Pinetop-Lakeside F)	300 C.Y.			\$ 177.83			\$ 177.83	172.40	3%
18) 2-SACK 3/8 in. Gravel Slurry									
Winslow A)	500 C.Y.			\$ 201.68			\$ 201.68	206.02	-2%
Holbrook, Joseph City, Sun Valley, Woodruff B)	500 C.Y.			\$ 193.01			\$ 193.01	186.50	3%
Snowflake, Taylor, White Mtn Lakes C)	500 C.Y.			\$ 195.66			\$ 195.66	174.57	12%
Linden, Pinedale, Clay Springs D)	500 C.Y.			\$ 172.40			\$ 172.40	172.40	0%
Heber/Overgaard E)	500 C.Y.			\$ 184.33			\$ 184.33	183.25	1%
Show Low, Pinetop-Lakeside F)	500 C.Y.			\$ 175.66			\$ 175.66	172.40	2%
19) Portland Cement Concrete (Class S, 2,500 psi)									
Winslow A)	50 C.Y.			\$ 228.79			\$ 228.79	238.55	-4%
Holbrook, Joseph City, Sun Valley, Woodruff B)	50 C.Y.			\$ 220.11			\$ 220.11	219.03	0%
Snowflake, Taylor, White Mtn Lakes C)	50 C.Y.			\$ 202.76			\$ 202.76	204.93	-1%
Linden, Pinedale, Clay Springs D)	50 C.Y.			\$ 199.51			\$ 199.51	200.60	-1%
Heber/Overgaard E)	50 C.Y.			\$ 211.44			\$ 211.44	211.44	0%
Show Low, Pinetop-Lakeside F)	50 C.Y.			\$ 202.76			\$ 202.76	200.60	1%

Delivery of Roadway Material		Brimhall Sand, Rock & Bldg. Materials PO Box 750 Snowflake, AZ 85937	W.W Clyde P.O. Box 127 Taylor, AZ 85939	Perkins Aggregates, Inc. 1950 E. Adams, Ste A Show Low, AZ 85901	Perkins Cinders, Inc. 1950 E. Adams, Ste C Show Low, AZ 85901	Schuck Develop. PO Box 21120 Wickenburg, AZ 85358	Price Comparisons		
DESCRIPTION	ESTIMATED QUANTITIES	Unit Price (Delivered)	Unit Price (Delivered)	Unit Price (Delivered)	Unit Price (Delivered)	Unit Price (Delivered)	Average Price 2025	Average Price 2024	% Increase or Decrease
20) Delivery Only of County Specified Roadway Material									
Hauling Location: Heber/Overgaard	5,000 Tons		\$ 15.00		\$ 30.00		\$ 22.50	20.30	11%
21) Delivery Only of County Specified Roadway Material									
Hauling Location: Show Low	5,000 Tons		\$ 15.00		\$ 9.00		\$ 12.00	13.41	-11%
22) Hauling Cover Aggregate Material Per Ton Per Mile									
Hauling Location: Various	5,000 Tons		\$ 6.00				\$ 6.00		#DIV/0!

All costs to include applicale taxes. The above bid shall be valid for a period of one hundred twenty (120) days.

CONTRACT

THIS CONTRACT is made and entered into as of March 28, 2025 (the “Effective Date”) by and between Navajo County (“County”) and Perkins Aggregates, Inc. (“Contractor”).

1. **SCOPE OF WORK:** Contractor shall furnish any and all materials, equipment and labor required for performing all work for **Supplying Various Roadway Materials, Contract #B25-01-010**, in accordance with the Contract Documents, in a workmanlike manner to the satisfaction of County through its Engineers.
2. **CONTRACT DOCUMENTS:** The Contract Documents comprise this Contract and the attached ☒ Notice of Invitation for Bids, ☐ Specifications, ☐ General Provisions, ☒ Special Provisions, ☒ Proposal dated February 24, 2025, ☒ Bidding Schedule, ☒ Bid Bond, ☐ Performance Bond, ☒ No Collusion Affidavit, ☒ Subcontracting Certification, ☐ Plans, and addenda thereto, if any. If there is any conflict in the documents, this Contract shall control over all others; the Specifications shall control over the General Provisions and Special Provisions; and the Special Provisions shall control over the General Provisions.
3. **NO LIENS / TIME FOR COMPLETION:** Contractor shall furnish all materials, equipment and labor in accordance with the Contract Documents free and clear of all claims, liens and charges whatsoever, within the time, or times, stated in the Proposal.
4. **CANCELLATION:** This Contract is subject to cancellation pursuant to A.R.S. § 38-511, (concerning conflicts of interest).
5. **PAYMENTS:** Payment shall be made on the basis of the unit price(s) bid for the awarded items in the Bidding Schedule for **Contract # B25-01-010**. Contractor shall submit invoices to County for all work performed hereunder. No later than 30 days after each invoice has been verified and approved by the Engineer, County shall pay to Contractor 100% of the approved amount.
6. **CERTIFICATIONS:**
 - A. **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.
 - B. **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.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Contract as of the Effective Date.

NAVAJO COUNTY

By _____
Chairman, Board of
Supervisors

Attest:

Melissa Buckley, Clerk of the Board

CONTRACTOR

Company

By _____

Print Name

Title

SUPPLY of VARIOUS ROADWAY MATERIALS
CONTRACT #B25-01-010

Must Select Lowest bidder based on price, convenience, availability, and/or quality.

Material Picked Up		Brimhall Sand, Rock & Bldg. Materials PO Box 750 Snowflake, AZ 85937		W.W Clyde P.O. Box 127 Taylor, AZ 85939		Perkins Aggregates, Inc. 1950 E. Adams, Ste A Show Low, AZ 85901		Perkins Cinders, Inc. 1950 E. Adams, Ste C Show Low, AZ 85901		Schuck Develop. PO Box 21120 Wickenburg, AZ 85358		Price Comparisons		
DESCRIPTION	EST QTY	MATERIAL LOCATION	Unit Price Per Ton (Pickup)	MATERIAL LOCATION	Unit Price Per Ton (Pickup)	MATERIAL LOCATION	Unit Price Per Ton (Pickup)	MATERIAL LOCATION	Unit Price Per Ton (Pickup)	MATERIAL LOCATION	Unit Price Per Ton (Pickup)	Average Price 2025	Average Price 2024	% Increase or Decrease
1) Aggregate Base Material, Class 2	20,000 Tons	Snowflake	\$ 15.65	Show Low	\$ 14.00	Taylor	\$ 15.32	Show Low	\$ 15.96			\$ 14.57	14.24	2%
				Taylor	\$ 11.90									
2) Aggregate Base Material, Class 6	20,000 Tons	Snowflake	\$ 9.34	Show Low	\$ 12.00	Taylor	\$ 12.04	Show Low	\$ 12.88			\$ 10.63	10.77	-1%
				Taylor	\$ 6.90									
3) Aggregate Base Material per MAG Specifications 701 and 702	20,000 Tons	Snowflake	\$ 15.65	Show Low	\$ 14.00	Taylor	\$ 14.77	Show Low	\$ 15.18	Chevelon Butte	\$ 18.50	\$ 15.00	14.42	4%
				Taylor	\$ 11.90									
4) Hot Asphaltic Concrete Mix: A) B) C) D)	0-100 Tons	Snowflake	\$ 105.05	Show Low	\$ 97.00	Show Low	\$ 106.40					\$ 101.36	97.77	4%
				Taylor	\$ 97.00									
	100-500 Tons	Snowflake	\$ 105.05	Show Low	\$ 93.00	Show Low	\$ 104.30					\$ 98.84	95.24	4%
				Taylor	\$ 93.00									
	500-1,000 Tons	Snowflake	\$ 105.05	Show Low	\$ 93.00	Show Low	\$ 102.17					\$ 98.31	94.71	4%
				Taylor	\$ 93.00									
	1,000 + Tons	Snowflake	\$ 105.05	Show Low	\$ 93.00	Show Low	\$ 102.17					\$ 98.31	94.71	4%
				Taylor	\$ 93.00									
5) Plant Cold Mix	5,000 Tons	Snowflake	\$ 130.08	Taylor	\$ 106.00	Show Low	\$ 117.07					\$ 117.72	119.54	-2%
6) Rip Rap (6 inch) Basalt A)	500 Tons	Indian Wells	\$ 48.00	Show Low	\$ 26.00	Taylor	\$ 31.73	Show Low	\$ 25.54			\$ 31.45	30.32	4%
				Taylor	\$ 26.00									
Stone B)	500 Tons											#DIV/0!	26.00	#DIV/0!
7) Rip Rap (12 inch) Basalt A)	500 Tons	Indian Wells	\$ 48.00	Show Low	\$ 28.00	Taylor	\$ 32.83	Show Low	\$ 32.53			\$ 35.34	31.09	14%
	Stone B)			500 Tons										
8) Rip Rap (24 inch) Basalt A)	500 Tons	Indian Wells	\$ 48.00	Show Low	\$ 30.00			Show Low	\$ 37.95			\$ 38.65	36.86	5%
	Stone B)			500 Tons										
9) Rip Rap (36 inch) Basalt A)	4,000 Tons	Indian Wells	\$ 48.00	Show Low	\$ 32.00			Show Low	\$ 37.95	Chevelon Butte	\$ 28.50	\$ 36.61	35.27	4%
	Stone B)			4,000 Tons										
10) Reject roadway material disposal	Per Load		\$ 200.00	Show Low	\$ 40.00	Taylor	\$ 40.00	Show Low	\$ 40.00			\$ 72.00	111.00	56%
				Taylor	\$ 40.00									
11) Snow Cinders (1/4" minus)	10,000 Tons					Taylor	\$ 13.13	Show Low	\$ 7.59			\$ 10.36	8.94	N/A
12) Reject Sand (4 Sieve minus)	1,000 Tons		\$ 8.50	Taylor	\$ 8.00	Taylor	\$ 17.51	Show Low	8.51			\$ 10.63	10.47	2%
13) Blotter Material (ADOT Section 404-2.02)	1,000 Tons		\$ 17.88	Taylor	\$ 10.00	Taylor	\$ 19.70	Show Low	7.59			\$ 13.79	13.35	N/A
14) Type A 3/8" Cover Aggregate	15,000 Tons		\$ 18.15	Show Low	\$ 23.41	Taylor	\$ 19.48	Show Low	19.16			\$ 20.72		
				Taylor	\$ 23.41									
15) Type A 1/2" Cover Aggregate	5,000 Tons		\$ 38.32	Show Low	\$ 35.00	Taylor	\$ 26.10	Show Low	26.52			\$ 32.19		N/A
				Taylor	\$ 35.00									

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17) 2-SACK AB Slurry Delivered to:									
Winslow A)	300 C.Y.			\$ 203.85	\$ 203.85		\$ 203.85	207.10	-2%
Holbrook, Joseph City, Sun Valley, Woodruff B)	300 C.Y.			\$ 195.17			\$ 195.17	187.58	4%
Snowflake, Taylor, White Mtn Lakes C)	300 C.Y.			\$ 177.83			\$ 177.83	174.57	2%
Linden, Pinedale, Clay Springs D)	300 C.Y.			\$ 174.57			\$ 174.57	172.40	1%
Heber/Overgaard E)	300 C.Y.			\$ 186.50			\$ 186.50	182.16	2%
Show Low, Pinetop-Lakeside F)	300 C.Y.			\$ 177.83			\$ 177.83	172.40	3%
18) 2-SACK 3/8 in. Gravel Slurry									
Winslow A)	500 C.Y.			\$ 201.68			\$ 201.68	206.02	-2%
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Linden, Pinedale, Clay Springs D)	500 C.Y.			\$ 172.40			\$ 172.40	172.40	0%
Heber/Overgaard E)	500 C.Y.			\$ 184.33			\$ 184.33	183.25	1%
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Linden, Pinedale, Clay Springs D)	50 C.Y.			\$ 199.51			\$ 199.51	200.60	-1%
Heber/Overgaard E)	50 C.Y.			\$ 211.44			\$ 211.44	211.44	0%
Show Low, Pinetop-Lakeside F)	50 C.Y.			\$ 202.76			\$ 202.76	200.60	1%

Delivery of Roadway Material		Brimhall Sand, Rock & Bldg. Materials PO Box 750 Snowflake, AZ 85937	W.W Clyde P.O. Box 127 Taylor, AZ 85939	Perkins Aggregates, Inc. 1950 E. Adams, Ste A Show Low, AZ 85901	Perkins Cinders, Inc. 1950 E. Adams, Ste C Show Low, AZ 85901	Schuck Develop. PO Box 21120 Wickenburg, AZ 85358	Price Comparisons		
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20) Delivery Only of County Specified Roadway Material									
Hauling Location: Heber/Overgaard	5,000 Tons		\$ 15.00		\$ 30.00		\$ 22.50	20.30	11%
21) Delivery Only of County Specified Roadway Material									
Hauling Location: Show Low	5,000 Tons		\$ 15.00		\$ 9.00		\$ 12.00	13.41	-11%
22) Hauling Cover Aggregate Material Per Ton Per Mile									
Hauling Location: Various	5,000 Tons		\$ 6.00				\$ 6.00		#DIV/0!

All costs to include applicale taxes. The above bid shall be valid for a period of one hundred twenty (120) days.

CONTRACT

THIS CONTRACT is made and entered into as of March 28, 2025 (the “Effective Date”) by and between Navajo County (“County”) and Perkins Cinders, Inc. (“Contractor”).

1. **SCOPE OF WORK:** Contractor shall furnish any and all materials, equipment and labor required for performing all work for **Supplying Various Roadway Materials, Contract #B25-01-010**, in accordance with the Contract Documents, in a workmanlike manner to the satisfaction of County through its Engineers.
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 - B. **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.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Contract as of the Effective Date.

NAVAJO COUNTY

By _____
Chairman, Board of
Supervisors

Attest:

Melissa Buckley, Clerk of the Board

CONTRACTOR

Company

By _____

Print Name

Title

SUPPLY of VARIOUS ROADWAY MATERIALS
CONTRACT #B25-01-010

Must Select Lowest bidder based on price, convenience, availability, and/or quality.

Material Picked Up		Brimhall Sand, Rock & Bldg. Materials PO Box 750 Snowflake, AZ 85937		W.W Clyde P.O. Box 127 Taylor, AZ 85939		Perkins Aggregates, Inc. 1950 E. Adams, Ste A Show Low, AZ 85901		Perkins Cinders, Inc. 1950 E. Adams, Ste C Show Low, AZ 85901		Schuck Develop. PO Box 21120 Wickenburg, AZ 85358		Price Comparisons		
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1) Aggregate Base Material, Class 2	20,000 Tons	Snowflake	\$ 15.65	Show Low	\$ 14.00	Taylor	\$ 15.32	Show Low	\$ 15.96			\$ 14.57	14.24	2%
				Taylor	\$ 11.90									
2) Aggregate Base Material, Class 6	20,000 Tons	Snowflake	\$ 9.34	Show Low	\$ 12.00	Taylor	\$ 12.04	Show Low	\$ 12.88			\$ 10.63	10.77	-1%
				Taylor	\$ 6.90									
3) Aggregate Base Material per MAG Specifications 701 and 702	20,000 Tons	Snowflake	\$ 15.65	Show Low	\$ 14.00	Taylor	\$ 14.77	Show Low	\$ 15.18	Chevelon Butte	\$ 18.50	\$ 15.00	14.42	4%
				Taylor	\$ 11.90									
4) Hot Asphaltic Concrete Mix: A) B) C) D)	0-100 Tons	Snowflake	\$ 105.05	Show Low	\$ 97.00	Show Low	\$ 106.40					\$ 101.36	97.77	4%
				Taylor	\$ 97.00									
	100-500 Tons	Snowflake	\$ 105.05	Show Low	\$ 93.00	Show Low	\$ 104.30					\$ 98.84	95.24	4%
				Taylor	\$ 93.00									
	500-1,000 Tons	Snowflake	\$ 105.05	Show Low	\$ 93.00	Show Low	\$ 102.17					\$ 98.31	94.71	4%
				Taylor	\$ 93.00									
	1,000 + Tons	Snowflake	\$ 105.05	Show Low	\$ 93.00	Show Low	\$ 102.17					\$ 98.31	94.71	4%
				Taylor	\$ 93.00									
5) Plant Cold Mix	5,000 Tons	Snowflake	\$ 130.08	Taylor	\$ 106.00	Show Low	\$ 117.07					\$ 117.72	119.54	-2%
6) Rip Rap (6 inch) Basalt A)	500 Tons	Indian Wells	\$ 48.00	Show Low	\$ 26.00	Taylor	\$ 31.73	Show Low	\$ 25.54			\$ 31.45	30.32	4%
				Taylor	\$ 26.00									
Stone B)	500 Tons											#DIV/0!	26.00	#DIV/0!
7) Rip Rap (12 inch) Basalt A)	500 Tons	Indian Wells	\$ 48.00	Show Low	\$ 28.00	Taylor	\$ 32.83	Show Low	\$ 32.53			\$ 35.34	31.09	14%
	Stone B)			500 Tons										
8) Rip Rap (24 inch) Basalt A)	500 Tons	Indian Wells	\$ 48.00	Show Low	\$ 30.00			Show Low	\$ 37.95			\$ 38.65	36.86	5%
	Stone B)			500 Tons										
9) Rip Rap (36 inch) Basalt A)	4,000 Tons	Indian Wells	\$ 48.00	Show Low	\$ 32.00			Show Low	\$ 37.95	Chevelon Butte	\$ 28.50	\$ 36.61	35.27	4%
	Stone B)			4,000 Tons										
10) Reject roadway material disposal	Per Load		\$ 200.00	Show Low	\$ 40.00	Taylor	\$ 40.00	Show Low	\$ 40.00			\$ 72.00	111.00	56%
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11) Snow Cinders (1/4" minus)	10,000 Tons					Taylor	\$ 13.13	Show Low	\$ 7.59			\$ 10.36	8.94	N/A
12) Reject Sand (4 Sieve minus)	1,000 Tons		\$ 8.50	Taylor	\$ 8.00	Taylor	\$ 17.51	Show Low	8.51			\$ 10.63	10.47	2%
13) Blotter Material (ADOT Section 404-2.02)	1,000 Tons		\$ 17.88	Taylor	\$ 10.00	Taylor	\$ 19.70	Show Low	7.59			\$ 13.79	13.35	N/A
14) Type A 3/8" Cover Aggregate	15,000 Tons		\$ 18.15	Show Low	\$ 23.41	Taylor	\$ 19.48	Show Low	19.16			\$ 20.72		
				Taylor	\$ 23.41									
15) Type A 1/2" Cover Aggregate	5,000 Tons		\$ 38.32	Show Low	\$ 35.00	Taylor	\$ 26.10	Show Low	26.52			\$ 32.19		N/A
				Taylor	\$ 35.00									

All costs to include applicale taxes. The above bid shall be valid for a period of one hundred twenty (120) days.

Material Delivered		Brimhall Sand, Rock & Bldg. Materials PO Box 750 Snowflake, AZ 85937	W.W Clyde P.O. Box 127 Taylor, AZ 85939	Perkins Aggregates, Inc. 1950 E. Adams, Ste A Show Low, AZ 85901	Perkins Cinders, Inc. 1950 E. Adams, Ste C Show Low, AZ 85901	Schuck Develop. PO Box 21120 Wickenburg, AZ 85358	Price Comparisons		
DESCRIPTION	ESTIMATED QUANTITIES	Unit Price (Delivered)	Unit Price (Delivered)	Unit Price (Delivered)	Unit Price (Delivered)	Unit Price (Delivered)	Average Price 2025	Average Price 2024	% Increase or Decrease
16) Rip Rap (36 inch minus) Delivered to Winslow Levee									
Basalt A)	4,000 Tons	\$ 79.38	\$ 49.00				\$ 64.19	52.63	22%
Stone B)	4,000 Tons		\$ 49.00				\$ 49.00		
17) 2-SACK AB Slurry Delivered to:									
Winslow A)	300 C.Y.			\$ 203.85	\$ 203.85		\$ 203.85	207.10	-2%
Holbrook, Joseph City, Sun Valley, Woodruff B)	300 C.Y.			\$ 195.17			\$ 195.17	187.58	4%
Snowflake, Taylor, White Mtn Lakes C)	300 C.Y.			\$ 177.83			\$ 177.83	174.57	2%
Linden, Pinedale, Clay Springs D)	300 C.Y.			\$ 174.57			\$ 174.57	172.40	1%
Heber/Overgaard E)	300 C.Y.			\$ 186.50			\$ 186.50	182.16	2%
Show Low, Pinetop-Lakeside F)	300 C.Y.			\$ 177.83			\$ 177.83	172.40	3%
18) 2-SACK 3/8 in. Gravel Slurry									
Winslow A)	500 C.Y.			\$ 201.68			\$ 201.68	206.02	-2%
Holbrook, Joseph City, Sun Valley, Woodruff B)	500 C.Y.			\$ 193.01			\$ 193.01	186.50	3%
Snowflake, Taylor, White Mtn Lakes C)	500 C.Y.			\$ 195.66			\$ 195.66	174.57	12%
Linden, Pinedale, Clay Springs D)	500 C.Y.			\$ 172.40			\$ 172.40	172.40	0%
Heber/Overgaard E)	500 C.Y.			\$ 184.33			\$ 184.33	183.25	1%
Show Low, Pinetop-Lakeside F)	500 C.Y.			\$ 175.66			\$ 175.66	172.40	2%
19) Portland Cement Concrete (Class S, 2,500 psi)									
Winslow A)	50 C.Y.			\$ 228.79			\$ 228.79	238.55	-4%
Holbrook, Joseph City, Sun Valley, Woodruff B)	50 C.Y.			\$ 220.11			\$ 220.11	219.03	0%
Snowflake, Taylor, White Mtn Lakes C)	50 C.Y.			\$ 202.76			\$ 202.76	204.93	-1%
Linden, Pinedale, Clay Springs D)	50 C.Y.			\$ 199.51			\$ 199.51	200.60	-1%
Heber/Overgaard E)	50 C.Y.			\$ 211.44			\$ 211.44	211.44	0%
Show Low, Pinetop-Lakeside F)	50 C.Y.			\$ 202.76			\$ 202.76	200.60	1%

Delivery of Roadway Material		Brimhall Sand, Rock & Bldg. Materials PO Box 750 Snowflake, AZ 85937	W.W Clyde P.O. Box 127 Taylor, AZ 85939	Perkins Aggregates, Inc. 1950 E. Adams, Ste A Show Low, AZ 85901	Perkins Cinders, Inc. 1950 E. Adams, Ste C Show Low, AZ 85901	Schuck Develop. PO Box 21120 Wickenburg, AZ 85358	Price Comparisons		
DESCRIPTION	ESTIMATED QUANTITIES	Unit Price (Delivered)	Unit Price (Delivered)	Unit Price (Delivered)	Unit Price (Delivered)	Unit Price (Delivered)	Average Price 2025	Average Price 2024	% Increase or Decrease
20) Delivery Only of County Specified Roadway Material									
Hauling Location: Heber/Overgaard	5,000 Tons		\$ 15.00		\$ 30.00		\$ 22.50	20.30	11%
21) Delivery Only of County Specified Roadway Material									
Hauling Location: Show Low	5,000 Tons		\$ 15.00		\$ 9.00		\$ 12.00	13.41	-11%
22) Hauling Cover Aggregate Material Per Ton Per Mile									
Hauling Location: Various	5,000 Tons		\$ 6.00				\$ 6.00		#DIV/0!

All costs to include applicale taxes. The above bid shall be valid for a period of one hundred twenty (120) days.

CONTRACT

THIS CONTRACT is made and entered into as of March 28, 2025 (the “Effective Date”) by and between Navajo County (“County”) and Schuck Development. (“Contractor”).

1. **SCOPE OF WORK:** Contractor shall furnish any and all materials, equipment and labor required for performing all work for **Supplying Various Roadway Materials, Contract #B25-01-010**, in accordance with the Contract Documents, in a workmanlike manner to the satisfaction of County through its Engineers.
2. **CONTRACT DOCUMENTS:** The Contract Documents comprise this Contract and the attached ☒ Notice of Invitation for Bids, ☐ Specifications, ☐ General Provisions, ☒ Special Provisions, ☒ Proposal dated February 7, 2025, ☒ Bidding Schedule, ☒ Bid Bond, ☐ Performance Bond, ☒ No Collusion Affidavit, ☒ Subcontracting Certification, ☐ Plans, and addenda thereto, if any. If there is any conflict in the documents, this Contract shall control over all others; the Specifications shall control over the General Provisions and Special Provisions; and the Special Provisions shall control over the General Provisions.
3. **NO LIENS / TIME FOR COMPLETION:** Contractor shall furnish all materials, equipment and labor in accordance with the Contract Documents free and clear of all claims, liens and charges whatsoever, within the time, or times, stated in the Proposal.
4. **CANCELLATION:** This Contract is subject to cancellation pursuant to A.R.S. § 38-511, (concerning conflicts of interest).
5. **PAYMENTS:** Payment shall be made on the basis of the unit price(s) bid for the awarded items in the Bidding Schedule for **Contract # B25-01-010**. Contractor shall submit invoices to County for all work performed hereunder. No later than 30 days after each invoice has been verified and approved by the Engineer, County shall pay to Contractor 100% of the approved amount.
6. **CERTIFICATIONS:**
 - A. **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.
 - B. **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.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Contract as of the Effective Date.

NAVAJO COUNTY

By _____
Chairman, Board of
Supervisors

Attest:

Melissa Buckley, Clerk of the Board

CONTRACTOR

Company

By _____

Print Name

Title

SUPPLY of VARIOUS ROADWAY MATERIALS
CONTRACT #B25-01-010

Must Select Lowest bidder based on price, convenience, availability, and/or quality.

Material Picked Up		Brimhall Sand, Rock & Bldg. Materials PO Box 750 Snowflake, AZ 85937		W.W Clyde P.O. Box 127 Taylor, AZ 85939		Perkins Aggregates, Inc. 1950 E. Adams, Ste A Show Low, AZ 85901		Perkins Cinders, Inc. 1950 E. Adams, Ste C Show Low, AZ 85901		Schuck Develop. PO Box 21120 Wickenburg, AZ 85358		Price Comparisons		
DESCRIPTION	EST QTY	MATERIAL LOCATION	Unit Price Per Ton (Pickup)	MATERIAL LOCATION	Unit Price Per Ton (Pickup)	MATERIAL LOCATION	Unit Price Per Ton (Pickup)	MATERIAL LOCATION	Unit Price Per Ton (Pickup)	MATERIAL LOCATION	Unit Price Per Ton (Pickup)	Average Price 2025	Average Price 2024	% Increase or Decrease
1) Aggregate Base Material, Class 2	20,000 Tons	Snowflake	\$ 15.65	Show Low	\$ 14.00	Taylor	\$ 15.32	Show Low	\$ 15.96			\$ 14.57	14.24	2%
				Taylor	\$ 11.90									
2) Aggregate Base Material, Class 6	20,000 Tons	Snowflake	\$ 9.34	Show Low	\$ 12.00	Taylor	\$ 12.04	Show Low	\$ 12.88			\$ 10.63	10.77	-1%
				Taylor	\$ 6.90									
3) Aggregate Base Material per MAG Specifications 701 and 702	20,000 Tons	Snowflake	\$ 15.65	Show Low	\$ 14.00	Taylor	\$ 14.77	Show Low	\$ 15.18	Chevelon Butte	\$ 18.50	\$ 15.00	14.42	4%
				Taylor	\$ 11.90									
4) Hot Asphaltic Concrete Mix: A) B) C) D)	0-100 Tons	Snowflake	\$ 105.05	Show Low	\$ 97.00	Show Low	\$ 106.40					\$ 101.36	97.77	4%
				Taylor	\$ 97.00									
	100-500 Tons	Snowflake	\$ 105.05	Show Low	\$ 93.00	Show Low	\$ 104.30					\$ 98.84	95.24	4%
				Taylor	\$ 93.00									
	500-1,000 Tons	Snowflake	\$ 105.05	Show Low	\$ 93.00	Show Low	\$ 102.17					\$ 98.31	94.71	4%
				Taylor	\$ 93.00									
	1,000 + Tons	Snowflake	\$ 105.05	Show Low	\$ 93.00	Show Low	\$ 102.17					\$ 98.31	94.71	4%
				Taylor	\$ 93.00									
5) Plant Cold Mix	5,000 Tons	Snowflake	\$ 130.08	Taylor	\$ 106.00	Show Low	\$ 117.07					\$ 117.72	119.54	-2%
6) Rip Rap (6 inch) Basalt A)	500 Tons	Indian Wells	\$ 48.00	Show Low	\$ 26.00	Taylor	\$ 31.73	Show Low	\$ 25.54			\$ 31.45	30.32	4%
				Taylor	\$ 26.00									
Stone B)	500 Tons											#DIV/0!	26.00	#DIV/0!
7) Rip Rap (12 inch) Basalt A)	500 Tons	Indian Wells	\$ 48.00	Show Low	\$ 28.00	Taylor	\$ 32.83	Show Low	\$ 32.53			\$ 35.34	31.09	14%
	Stone B)			500 Tons										
8) Rip Rap (24 inch) Basalt A)	500 Tons	Indian Wells	\$ 48.00	Show Low	\$ 30.00			Show Low	\$ 37.95			\$ 38.65	36.86	5%
	Stone B)			500 Tons										
9) Rip Rap (36 inch) Basalt A)	4,000 Tons	Indian Wells	\$ 48.00	Show Low	\$ 32.00			Show Low	\$ 37.95	Chevelon Butte	\$ 28.50	\$ 36.61	35.27	4%
	Stone B)			4,000 Tons										
10) Reject roadway material disposal	Per Load		\$ 200.00	Show Low	\$ 40.00	Taylor	\$ 40.00	Show Low	\$ 40.00			\$ 72.00	111.00	56%
				Taylor	\$ 40.00									
11) Snow Cinders (1/4" minus)	10,000 Tons					Taylor	\$ 13.13	Show Low	\$ 7.59			\$ 10.36	8.94	N/A
12) Reject Sand (4 Sieve minus)	1,000 Tons		\$ 8.50	Taylor	\$ 8.00	Taylor	\$ 17.51	Show Low	8.51			\$ 10.63	10.47	2%
13) Blotter Material (ADOT Section 404-2.02)	1,000 Tons		\$ 17.88	Taylor	\$ 10.00	Taylor	\$ 19.70	Show Low	7.59			\$ 13.79	13.35	N/A
14) Type A 3/8" Cover Aggregate	15,000 Tons		\$ 18.15	Show Low	\$ 23.41	Taylor	\$ 19.48	Show Low	19.16			\$ 20.72		
				Taylor	\$ 23.41									
15) Type A 1/2" Cover Aggregate	5,000 Tons		\$ 38.32	Show Low	\$ 35.00	Taylor	\$ 26.10	Show Low	26.52			\$ 32.19		N/A
				Taylor	\$ 35.00									

All costs to include applicale taxes. The above bid shall be valid for a period of one hundred twenty (120) days.

Material Delivered		Brimhall Sand, Rock & Bldg. Materials PO Box 750 Snowflake, AZ 85937	W.W Clyde P.O. Box 127 Taylor, AZ 85939	Perkins Aggregates, Inc. 1950 E. Adams, Ste A Show Low, AZ 85901	Perkins Cinders, Inc. 1950 E. Adams, Ste C Show Low, AZ 85901	Schuck Develop. PO Box 21120 Wickenburg, AZ 85358	Price Comparisons		
DESCRIPTION	ESTIMATED QUANTITIES	Unit Price (Delivered)	Unit Price (Delivered)	Unit Price (Delivered)	Unit Price (Delivered)	Unit Price (Delivered)	Average Price 2025	Average Price 2024	% Increase or Decrease
16) Rip Rap (36 inch minus) Delivered to Winslow Levee									
Basalt A)	4,000 Tons	\$ 79.38	\$ 49.00				\$ 64.19	52.63	22%
Stone B)	4,000 Tons		\$ 49.00				\$ 49.00		
17) 2-SACK AB Slurry Delivered to:									
Winslow A)	300 C.Y.			\$ 203.85	\$ 203.85		\$ 203.85	207.10	-2%
Holbrook, Joseph City, Sun Valley, Woodruff B)	300 C.Y.			\$ 195.17			\$ 195.17	187.58	4%
Snowflake, Taylor, White Mtn Lakes C)	300 C.Y.			\$ 177.83			\$ 177.83	174.57	2%
Linden, Pinedale, Clay Springs D)	300 C.Y.			\$ 174.57			\$ 174.57	172.40	1%
Heber/Overgaard E)	300 C.Y.			\$ 186.50			\$ 186.50	182.16	2%
Show Low, Pinetop-Lakeside F)	300 C.Y.			\$ 177.83			\$ 177.83	172.40	3%
18) 2-SACK 3/8 in. Gravel Slurry									
Winslow A)	500 C.Y.			\$ 201.68			\$ 201.68	206.02	-2%
Holbrook, Joseph City, Sun Valley, Woodruff B)	500 C.Y.			\$ 193.01			\$ 193.01	186.50	3%
Snowflake, Taylor, White Mtn Lakes C)	500 C.Y.			\$ 195.66			\$ 195.66	174.57	12%
Linden, Pinedale, Clay Springs D)	500 C.Y.			\$ 172.40			\$ 172.40	172.40	0%
Heber/Overgaard E)	500 C.Y.			\$ 184.33			\$ 184.33	183.25	1%
Show Low, Pinetop-Lakeside F)	500 C.Y.			\$ 175.66			\$ 175.66	172.40	2%
19) Portland Cement Concrete (Class S, 2,500 psi)									
Winslow A)	50 C.Y.			\$ 228.79			\$ 228.79	238.55	-4%
Holbrook, Joseph City, Sun Valley, Woodruff B)	50 C.Y.			\$ 220.11			\$ 220.11	219.03	0%
Snowflake, Taylor, White Mtn Lakes C)	50 C.Y.			\$ 202.76			\$ 202.76	204.93	-1%
Linden, Pinedale, Clay Springs D)	50 C.Y.			\$ 199.51			\$ 199.51	200.60	-1%
Heber/Overgaard E)	50 C.Y.			\$ 211.44			\$ 211.44	211.44	0%
Show Low, Pinetop-Lakeside F)	50 C.Y.			\$ 202.76			\$ 202.76	200.60	1%

Delivery of Roadway Material		Brimhall Sand, Rock & Bldg. Materials PO Box 750 Snowflake, AZ 85937	W.W Clyde P.O. Box 127 Taylor, AZ 85939	Perkins Aggregates, Inc. 1950 E. Adams, Ste A Show Low, AZ 85901	Perkins Cinders, Inc. 1950 E. Adams, Ste C Show Low, AZ 85901	Schuck Develop. PO Box 21120 Wickenburg, AZ 85358	Price Comparisons		
DESCRIPTION	ESTIMATED QUANTITIES	Unit Price (Delivered)	Unit Price (Delivered)	Unit Price (Delivered)	Unit Price (Delivered)	Unit Price (Delivered)	Average Price 2025	Average Price 2024	% Increase or Decrease
20) Delivery Only of County Specified Roadway Material									
Hauling Location: Heber/Overgaard	5,000 Tons		\$ 15.00		\$ 30.00		\$ 22.50	20.30	11%
21) Delivery Only of County Specified Roadway Material									
Hauling Location: Show Low	5,000 Tons		\$ 15.00		\$ 9.00		\$ 12.00	13.41	-11%
22) Hauling Cover Aggregate Material Per Ton Per Mile									
Hauling Location: Various	5,000 Tons		\$ 6.00				\$ 6.00		#DIV/0!

All costs to include applicale taxes. The above bid shall be valid for a period of one hundred twenty (120) days.

CONTRACT

THIS CONTRACT is made and entered into as of March 28, 2025 (the “Effective Date”) by and between Navajo County (“County”) and WW Clyde & Co. (“Contractor”).

1. **SCOPE OF WORK:** Contractor shall furnish any and all materials, equipment and labor required for performing all work for **Supplying Various Roadway Materials, Contract #B25-01-010**, in accordance with the Contract Documents, in a workmanlike manner to the satisfaction of County through its Engineers.
2. **CONTRACT DOCUMENTS:** The Contract Documents comprise this Contract and the attached ☒ Notice of Invitation for Bids, ☐ Specifications, ☐ General Provisions, ☒ Special Provisions, ☒ Proposal dated February 25, 2025, ☒ Bidding Schedule, ☒ Bid Bond, ☐ Performance Bond, ☒ No Collusion Affidavit, ☒ Subcontracting Certification, ☐ Plans, and addenda thereto, if any. If there is any conflict in the documents, this Contract shall control over all others; the Specifications shall control over the General Provisions and Special Provisions; and the Special Provisions shall control over the General Provisions.
3. **NO LIENS / TIME FOR COMPLETION:** Contractor shall furnish all materials, equipment and labor in accordance with the Contract Documents free and clear of all claims, liens and charges whatsoever, within the time, or times, stated in the Proposal.
4. **CANCELLATION:** This Contract is subject to cancellation pursuant to A.R.S. § 38-511, (concerning conflicts of interest).
5. **PAYMENTS:** Payment shall be made on the basis of the unit price(s) bid for the awarded items in the Bidding Schedule for **Contract # B25-01-010**. Contractor shall submit invoices to County for all work performed hereunder. No later than 30 days after each invoice has been verified and approved by the Engineer, County shall pay to Contractor 100% of the approved amount.
6. **CERTIFICATIONS:**
 - A. **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.
 - B. **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.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Contract as of the Effective Date.

NAVAJO COUNTY

By _____
Chairman, Board of
Supervisors

Attest:

Melissa Buckley, Clerk of the Board

CONTRACTOR

Company

By _____

Print Name

Title

SUPPLY of VARIOUS ROADWAY MATERIALS
CONTRACT #B25-01-010

Must Select Lowest bidder based on price, convenience, availability, and/or quality.

Material Picked Up		Brimhall Sand, Rock & Bldg. Materials PO Box 750 Snowflake, AZ 85937		W.W Clyde P.O. Box 127 Taylor, AZ 85939		Perkins Aggregates, Inc. 1950 E. Adams, Ste A Show Low, AZ 85901		Perkins Cinders, Inc. 1950 E. Adams, Ste C Show Low, AZ 85901		Schuck Develop. PO Box 21120 Wickenburg, AZ 85358		Price Comparisons		
DESCRIPTION	EST QTY	MATERIAL LOCATION	Unit Price Per Ton (Pickup)	MATERIAL LOCATION	Unit Price Per Ton (Pickup)	MATERIAL LOCATION	Unit Price Per Ton (Pickup)	MATERIAL LOCATION	Unit Price Per Ton (Pickup)	MATERIAL LOCATION	Unit Price Per Ton (Pickup)	Average Price 2025	Average Price 2024	% Increase or Decrease
1) Aggregate Base Material, Class 2	20,000 Tons	Snowflake	\$ 15.65	Show Low	\$ 14.00	Taylor	\$ 15.32	Show Low	\$ 15.96			\$ 14.57	14.24	2%
				Taylor	\$ 11.90									
2) Aggregate Base Material, Class 6	20,000 Tons	Snowflake	\$ 9.34	Show Low	\$ 12.00	Taylor	\$ 12.04	Show Low	\$ 12.88			\$ 10.63	10.77	-1%
				Taylor	\$ 6.90									
3) Aggregate Base Material per MAG Specifications 701 and 702	20,000 Tons	Snowflake	\$ 15.65	Show Low	\$ 14.00	Taylor	\$ 14.77	Show Low	\$ 15.18	Chevelon Butte	\$ 18.50	\$ 15.00	14.42	4%
				Taylor	\$ 11.90									
4) Hot Asphaltic Concrete Mix:	A) 0-100 Tons	Snowflake	\$ 105.05	Show Low	\$ 97.00	Show Low	\$ 106.40					\$ 101.36	97.77	4%
				Taylor	\$ 97.00									
	B) 100-500 Tons	Snowflake	\$ 105.05	Show Low	\$ 93.00	Show Low	\$ 104.30					\$ 98.84	95.24	4%
				Taylor	\$ 93.00									
	C) 500-1,000 Tons	Snowflake	\$ 105.05	Show Low	\$ 93.00	Show Low	\$ 102.17					\$ 98.31	94.71	4%
				Taylor	\$ 93.00									
	D) 1,000 + Tons	Snowflake	\$ 105.05	Show Low	\$ 93.00	Show Low	\$ 102.17					\$ 98.31	94.71	4%
				Taylor	\$ 93.00									
5) Plant Cold Mix	5,000 Tons	Snowflake	\$ 130.08	Taylor	\$ 106.00	Show Low	\$ 117.07					\$ 117.72	119.54	-2%
6) Rip Rap (6 inch)	500 Tons	Indian Wells	\$ 48.00	Show Low	\$ 26.00	Taylor	\$ 31.73	Show Low	\$ 25.54			\$ 31.45	30.32	4%
				Taylor	\$ 26.00									
	500 Tons											#DIV/0!	26.00	#DIV/0!
7) Rip Rap (12 inch)	500 Tons	Indian Wells	\$ 48.00	Show Low	\$ 28.00	Taylor	\$ 32.83	Show Low	\$ 32.53			\$ 35.34	31.09	14%
8) Rip Rap (24 inch)	500 Tons	Indian Wells	\$ 48.00	Show Low	\$ 30.00			Show Low	\$ 37.95			\$ 38.65	36.86	5%
9) Rip Rap (36 inch)	4,000 Tons	Indian Wells	\$ 48.00	Show Low	\$ 32.00			Show Low	\$ 37.95	Chevelon Butte	\$ 28.50	\$ 36.61	35.27	4%
10) Reject roadway material disposal	Per Load		\$ 200.00	Show Low	\$ 40.00	Taylor	\$ 40.00	Show Low	\$ 40.00			\$ 72.00	111.00	56%
				Taylor	\$ 40.00									
11) Snow Cinders (1/4" minus)	10,000 Tons					Taylor	\$ 13.13	Show Low	\$ 7.59			\$ 10.36	8.94	N/A
12) Reject Sand (4 Sieve minus)	1,000 Tons		\$ 8.50	Taylor	\$ 8.00	Taylor	\$ 17.51	Show Low	8.51			\$ 10.63	10.47	2%
13) Blotter Material (ADOT Section 404-2.02)	1,000 Tons		\$ 17.88	Taylor	\$ 10.00	Taylor	\$ 19.70	Show Low	7.59			\$ 13.79	13.35	N/A
14) Type A 3/8" Cover Aggregate	15,000 Tons		\$ 18.15	Show Low	\$ 23.41	Taylor	\$ 19.48	Show Low	19.16			\$ 20.72		
				Taylor	\$ 23.41									
15) Type A 1/2" Cover Aggregate	5,000 Tons		\$ 38.32	Show Low	\$ 35.00	Taylor	\$ 26.10	Show Low	26.52			\$ 32.19		N/A
				Taylor	\$ 35.00									

All costs to include applicale taxes. The above bid shall be valid for a period of one hundred twenty (120) days.

Material Delivered		Brimhall Sand, Rock & Bldg. Materials PO Box 750 Snowflake, AZ 85937	W.W Clyde P.O. Box 127 Taylor, AZ 85939	Perkins Aggregates, Inc. 1950 E. Adams, Ste A Show Low, AZ 85901	Perkins Cinders, Inc. 1950 E. Adams, Ste C Show Low, AZ 85901	Schuck Develop. PO Box 21120 Wickenburg, AZ 85358	Price Comparisons		
DESCRIPTION	ESTIMATED QUANTITIES	Unit Price (Delivered)	Unit Price (Delivered)	Unit Price (Delivered)	Unit Price (Delivered)	Unit Price (Delivered)	Average Price 2025	Average Price 2024	% Increase or Decrease
16) Rip Rap (36 inch minus) Delivered to Winslow Levee									
Basalt A)	4,000 Tons	\$ 79.38	\$ 49.00				\$ 64.19	52.63	22%
Stone B)	4,000 Tons		\$ 49.00				\$ 49.00		
17) 2-SACK AB Slurry Delivered to:									
Winslow A)	300 C.Y.			\$ 203.85	\$ 203.85		\$ 203.85	207.10	-2%
Holbrook, Joseph City, Sun Valley, Woodruff B)	300 C.Y.			\$ 195.17			\$ 195.17	187.58	4%
Snowflake, Taylor, White Mtn Lakes C)	300 C.Y.			\$ 177.83			\$ 177.83	174.57	2%
Linden, Pinedale, Clay Springs D)	300 C.Y.			\$ 174.57			\$ 174.57	172.40	1%
Heber/Overgaard E)	300 C.Y.			\$ 186.50			\$ 186.50	182.16	2%
Show Low, Pinetop-Lakeside F)	300 C.Y.			\$ 177.83			\$ 177.83	172.40	3%
18) 2-SACK 3/8 in. Gravel Slurry									
Winslow A)	500 C.Y.			\$ 201.68			\$ 201.68	206.02	-2%
Holbrook, Joseph City, Sun Valley, Woodruff B)	500 C.Y.			\$ 193.01			\$ 193.01	186.50	3%
Snowflake, Taylor, White Mtn Lakes C)	500 C.Y.			\$ 195.66			\$ 195.66	174.57	12%
Linden, Pinedale, Clay Springs D)	500 C.Y.			\$ 172.40			\$ 172.40	172.40	0%
Heber/Overgaard E)	500 C.Y.			\$ 184.33			\$ 184.33	183.25	1%
Show Low, Pinetop-Lakeside F)	500 C.Y.			\$ 175.66			\$ 175.66	172.40	2%
19) Portland Cement Concrete (Class S, 2,500 psi)									
Winslow A)	50 C.Y.			\$ 228.79			\$ 228.79	238.55	-4%
Holbrook, Joseph City, Sun Valley, Woodruff B)	50 C.Y.			\$ 220.11			\$ 220.11	219.03	0%
Snowflake, Taylor, White Mtn Lakes C)	50 C.Y.			\$ 202.76			\$ 202.76	204.93	-1%
Linden, Pinedale, Clay Springs D)	50 C.Y.			\$ 199.51			\$ 199.51	200.60	-1%
Heber/Overgaard E)	50 C.Y.			\$ 211.44			\$ 211.44	211.44	0%
Show Low, Pinetop-Lakeside F)	50 C.Y.			\$ 202.76			\$ 202.76	200.60	1%

Delivery of Roadway Material		Brimhall Sand, Rock & Bldg. Materials PO Box 750 Snowflake, AZ 85937	W.W Clyde P.O. Box 127 Taylor, AZ 85939	Perkins Aggregates, Inc. 1950 E. Adams, Ste A Show Low, AZ 85901	Perkins Cinders, Inc. 1950 E. Adams, Ste C Show Low, AZ 85901	Schuck Develop. PO Box 21120 Wickenburg, AZ 85358	Price Comparisons		
DESCRIPTION	ESTIMATED QUANTITIES	Unit Price (Delivered)	Unit Price (Delivered)	Unit Price (Delivered)	Unit Price (Delivered)	Unit Price (Delivered)	Average Price 2025	Average Price 2024	% Increase or Decrease
20) Delivery Only of County Specified Roadway Material									
Hauling Location: Heber/Overgaard	5,000 Tons		\$ 15.00		\$ 30.00		\$ 22.50	20.30	11%
21) Delivery Only of County Specified Roadway Material									
Hauling Location: Show Low	5,000 Tons		\$ 15.00		\$ 9.00		\$ 12.00	13.41	-11%
22) Hauling Cover Aggregate Material Per Ton Per Mile									
Hauling Location: Various	5,000 Tons		\$ 6.00				\$ 6.00		#DIV/0!

All costs to include applicale taxes. The above bid shall be valid for a period of one hundred twenty (120) days.



Board of Supervisors Regular

4. b. 1. a.

Meeting Date: 03/11/2025

Title: Intergovernmental Agreement for the Town of Taylor For The Rail Road Grade Project in District III

Submitted For: William Flake, Assistant County Engineer

Submitted By: Donald Perkins, Flood Control Manager

Department: Public Works

Presented By: Will Flake

Motion before the Board:

Consideration of an Intergovernmental Agreement with the Town of Taylor for their request for financial assistance for the Rail Road Grade drainage project in the amount of \$68,000.

Background:

Intergovernmental Agreement (IGA) for Financial Assistance: Rail Road Grade Stormwater Drainage Improvement Project

This Intergovernmental Agreement (IGA) between the Town of Taylor and Navajo County Flood Control District seeks to authorize the County to partner financially in the Rail Road Grade Stormwater Drainage Improvement Project. Both the Town of Taylor and Navajo County Flood Control District share a mutual interest in improving drainage within Freeman Park and along Papermill Road and Centennial Boulevard, to mitigate the risk of future flooding.

The Town of Taylor formally requests financial assistance from the Navajo County Flood Control District to help cover construction costs associated with the project. It is understood that the Town will retain full responsibility for the design, procurement, permitting, and construction of the project.

The Town acknowledges that the County's sole obligation in this endeavor is to provide financial assistance up to a maximum amount of \$68,000.

The Public Works Department has reviewed the request and affirms that the project aligns with the goals of the Flood Control District. They fully support the proposed improvements to enhance drainage and reduce the potential for flooding.

Recommendation:

Staff Recommends approval of the Intergovernmental Agreement (IGA) for the Town of Taylor's Rail Road Grade Project.

Fiscal Impact

Fiscal Year: 25

Budgeted Y/N: Y

Amount Requested: \$68,000

Fiscal Impact:

Attachments

IGA Taylor Railroad Project

Key Map

Local with photo

Exhibit A

Form Review

Inbox	Reviewed By	Date
Brandt Clark	William Flake	02/12/2025 05:04 PM
Donald Perkins	Donald Perkins	02/13/2025 05:18 PM
Donald Perkins	Donald Perkins	02/18/2025 07:51 AM
Brandt Clark	Brandt Clark	02/28/2025 02:45 PM
Brandt Clark	Brandt Clark	02/28/2025 02:46 PM
Public Works Director	Melissa Buckley	03/03/2025 10:28 AM
Donald Perkins		03/03/2025 01:29 PM
Public Works Director	Donald Perkins	03/03/2025 01:30 PM
Donald Perkins	Donald Perkins	03/04/2025 09:56 AM
Brandt Clark	Brandt Clark	03/04/2025 10:50 AM
Public Works Director	Madhav Mundle	03/04/2025 11:58 AM
Brandt Clark	Brandt Clark	03/04/2025 12:13 PM
Form Started By: Donald Perkins		Started On: 02/11/2025 08:09 AM
Final Approval Date: 03/04/2025		

INTERGOVERNMENTAL AGREEMENT FOR FLOOD CONTROL PROJECT FUNDING

THIS INTERGOVERNMENTAL AGREEMENT is entered into as of March 11, 2025 ("the Effective Date") by and between the Navajo County Flood Control District, a special taxing district organized pursuant to Title 48, Chapter 21 of the Arizona Revised Statutes ("NCFCD"), and the Town of Taylor.

1. Premises.

1.1 The parties are authorized to enter into intergovernmental agreements for joint or cooperative action pursuant to A.R.S. § 11-952.

1.2 The Town of Taylor recognizes that they have deficiencies of funds to pay for flood control that is associated with installing a detention basin at Foothills Blvd and Papermill Road, drainage control in Freeman Park and conveyance under Centennial Blvd.

1.3 The Town of Taylor, has undertaken a project to install a drainage system all throughout Freeman Park, with flows directed under Centennial Blvd, and a Detention Basin at Foothills Blvd and Papermill Road called ("The Rail Road Grade Project "), to address safety concerns, protect property, caused by flooding through the area and connecting roads.

1.4 The NCFCD is authorized by A.R.S. § 48-3603(C) (3) to contract and join with the Town of Taylor "in, constructing, flood control works, and regulating floodplains."

1.5 The Town of Taylor has received a FEMA Pre-Disaster Mitigation Grant, which requires a 25% local match by Town of Taylor. The Board of Directors of the NCFCD has determined that it is an appropriate use of NCFCD funds to financially assist the Town of Taylor with costs required for local match. This project is located along Papermill Road, Centennial Blvd and Freeman Park. The Town of Taylor has requested a 50% cost-share of the 25% required local match. The NCFCD's contribution will be up to 50% cost-share up to, but not to exceed \$68,000, subject to the terms and conditions outlined in this Agreement.

2. The District's Obligations.

2.1 The NCFCD shall reimburse the Town of Taylor for eligible costs of the Project, up to a maximum reimbursement of \$68,000. Copies of paid invoices for the Project shall be submitted to NCFCD for reimbursement, not to exceed \$68,000. Eligible costs are the actual expenses associated with costs for the Project. The Town of Taylor's administrative and other internal expenses are not eligible costs, nor are the expenses of

improvements not directly related to flood control (such as irrigation facilities, landscaping, roads or recreational facilities). The NCFCD shall be solely responsible for determining whether an expense is an eligible cost.

- 2.1.1** It is understood and agreed by the NCFCD that the Town of Taylor's share of eligible costs may be paid from other funding sources which may be available to the Town of Taylor, such as federal or state grants. The availability of other funding sources shall not reduce the NCFCD's share of eligible costs as provided in Section 2.1.
- 2.1.2** Payment shall be made by the NCFCD within 30 days after receipt of a complete reimbursement request. Reimbursement requests shall be in writing, shall specify the costs in enough detail to enable the District to determine whether they are eligible costs, and shall include the certification of the Town Manager of the Town of Taylor that the costs are eligible costs. The NCFCD, at its sole discretion, shall determine if the reimbursement request is complete and shall not reimburse for an incomplete request.
- 2.1.4** Upon reasonable notice of not less than 24 hours, the NCFCD or its representatives may inspect and audit all books, papers and other records pertaining to the Project and the Town of Taylor's obligations under this Agreement.

3. The Town of Taylor's Obligations.

3.1 The Town of Taylor shall be solely responsible for the Project. The Town of Taylor understands and agrees that the NCFCD's sole participation and obligation with respect to the Project shall be that of a funding source as described in Section 2.1. The Project is not a NCFCD project, and the NCFCD is neither a partner nor a joint venture with the Town of Taylor in connection with the Project. The Town of Taylor shall not imply or represent to any consultant, contractor, or other party that the NCFCD holds any responsibility or liability in connection with the Project, except as expressly outlined in this Agreement.

- 3.1.1** As a condition of the funding to be provided by the NCFCD, the NCFCD may review and comment on Project-related contracts, scopes of work, construction plans and other Project documents.
- 3.2** The Town of Taylor covenants that it will diligently pursue the completion of the Project without undue delay or interruption.
- 3.3** Upon completion of the Project, the Town of Taylor shall be solely responsible for all construction, maintenance, repairs and operating expenses. The Town of

Taylor shall maintain in force comprehensive liability insurance adequate to insure against all risks associated with the Project facilities.

4. Indemnification.

To the fullest extent permissible by law, the Town of Taylor shall indemnify, defend and hold harmless the NCFCD and its officers, employees and agents from and against any and all claims, actions, suits, liabilities, damages, losses and expenses arising out of the design, procurement, permitting and construction of the Project or the subsequent maintenance, repair or operation of the Project facilities

5. General.

5.1 This Agreement shall be effective as of the Effective Date February 25, 2025 and shall remain in effect until two years from the effective date.

5.2 Requests for reimbursement, payments and other communications relating to this Agreement shall be sent to the intended recipient at the following address. Either party may specify a different address by written notice to the other party:

If to the NCFCD:

William Flake, P.E., CFM

Navajo County Flood Control District

William.Flake@navajocountyaz.gov

If to the TOWN OF TAYLOR:

Gus Lundberg

Town Manager

Phone (928) 524-4114
(928) 243-8840

gus@tayloraz.gov

5.3 In the event of any dispute arising out of this Agreement, the parties agree to make a good faith attempt to informally resolve or mediate the dispute before submitting the matter to arbitration pursuant to the provisions of A.R.S. § 12-1518.

5.4 Each party warrants that this Agreement has been duly authorized by its governing body, which the officials executing this Agreement on its behalf have been duly authorized to do so, and that when so executed this Agreement shall constitute a valid and binding obligation of the parties.

5.5 The provisions of A.R.S. § 38-511 are incorporated herein by this reference.

- 5.6** This Agreement constitutes the entire understanding between the parties with respect to its subject matter, superseding any prior or contemporaneous agreements, whether oral or written, concerning the same subject matter. This Agreement may be amended only by a written document which expressly refers to it and is executed with the same formality by both parties.

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

**NAVAJO COUNTY FLOOD
CONTROL DISTRICT**

By _____
**Dawnafe Whitesinger Vice-Chair
Board of Directors**

ATTEST:

Melissa W. Buckley, Clerk of the Board

APPROVED AS TO FORM AND AUTHORITY:

**Brandt Clark, Deputy County Attorney
for the Flood Control District**

TOWN OF TAYLOR

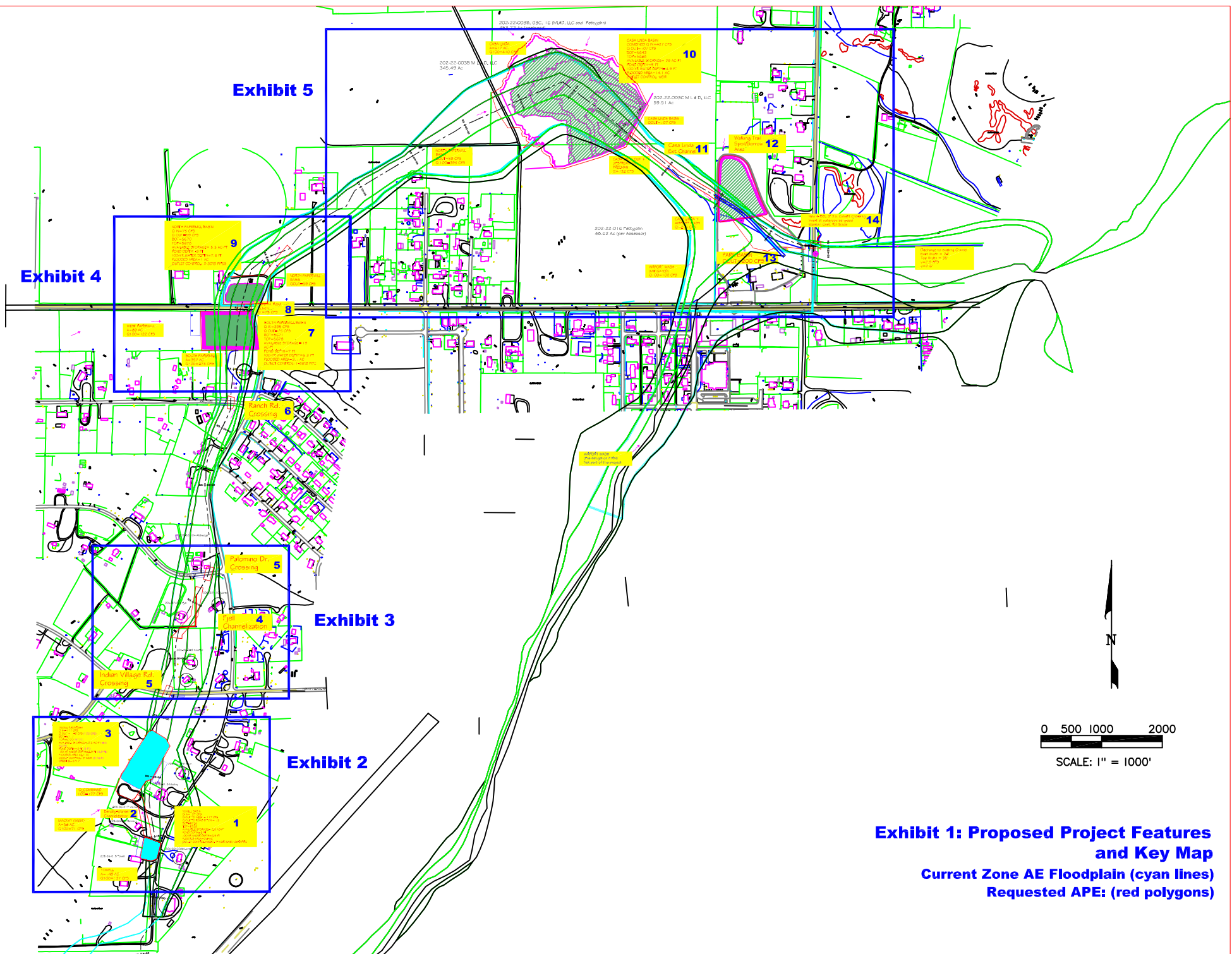
By _____
Shawn Palmer, Mayor

ATTEST:

Marcie Pawlik, Town Clerk

APPROVED AS TO FORM AND AUTHORITY:

Attorney for the Town of Taylor





Railroad Grade Project Town of Taylor

- Roads
- - - Project Area
- ~ State\US Route, Interstate



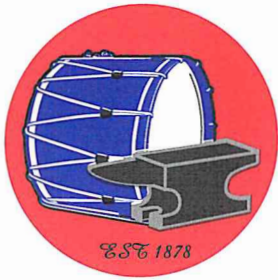
W Papermill Rd & N Foothills Blvd



N Centennial Blvd Crossing



Railroad Grade Project
Town of Taylor



Town of Taylor

PO Box 158, 425 W. Papermill RD
Taylor Arizona 85939
Phone (928) 536-7366 fax (928) 536-7027
www.tayloraz.org

February 1, 2025

Will Flake
Navajo County
PO Box 668
Holbrook, AZ 86025

RE: Flood Control Partnership with Railroad Grade Wash

Greetings Will

I want to bring up a project that we have discussed with the County for several years and now are getting to a point where I'd like to get the IGA memorialized. In 2016, 2017 & 2018 Taylor received FEMA grants to address flood mitigation in three different areas throughout town. We have partnered with County Flood Control to participate in the local match requirements by these grants. The other projects the County partnered with were Airport Wash and Pinedale Wash. The Airport Wash project included an underground storm drain and curb, gutter and sidewalks on 700 West. Pinedale Wash project included installing two detention basins around the Airport Industrial Park (behind TBS Waste and Kay Supply).

Our Railroad Grade project encompasses improved drainage all through Freeman Park with drainage under Centennial Blvd. We are also installing a detention basin at Foothills and Papermill Road. This project has experienced delays, but we are coming up on the end of our period of performance. Our project budget is \$546,203 with 75% federal funding coming from FEMA. The 25% local match of \$136,742 is the Town's responsibility. In past grants we have sought a 50/50 split with County Flood Control but have been told by your predecessors that we could count on \$50,000 for the Railroad Grade project.

Respectfully

Gus Lundberg
Town Manager

EXHIBIT A

Cost Estimate

Construction:

The Project costs are estimated as follows:

Federal-aid funds @ 75 %	\$409,461.00
Taylor, Az Required Match @ 25 %	<u>\$136,742.00</u>
Total	\$546,203.00



Board of Supervisors Regular

5. a.

Meeting Date: 03/11/2025

Title: Retention of Ball, Santin, & McLeran, P.L.C., Attorneys at Law for Walmart v. Navajo County, TX-2024000400

Submitted For: Jason Moore, Deputy County Attorney

Submitted By: Jason Moore, Deputy County Attorney

Department: County Attorney

Presented By: Jason Moore/Michael Montandon

Motion before the Board:

EXECUTIVE SESSION: pursuant to A.R.S. §38-431.03(A)(3) for the Board to receive legal advice from its attorney regarding hiring of outside legal counsel, specifically Jeffrey Messing and Jim Ball of the firm Ball, Santin & McLeran, P.L.C., to represent Navajo County in Walmart's tax appeal (TX-2024-000400) regarding the valuation of its property located in Taylor, Arizona.

Background:

Walmart filed a tax appeal in the Arizona Tax Court challenging the Assessor's valuation of Walmart's property located in Taylor, AZ. Walmart is seeking a substantial reduction in the value of its property.

The firm the Assessor is recommending the Board hire is currently representing Maricopa County in Walmart's tax appeals in that County. The County Attorney's office concurs with that decision to hire outside legal counsel to the substantial resources Walmart brings to this litigation that Navajo County lacks in-house. Navajo County can utilize the SAVE cooperative purchasing agreement both Maricopa County and Navajo County are members of to retain the firm.

Recommendation:

The recommendation is to approve the Engagement Letter of Ball, Santin & McLeran and hire the firm to represent Navajo County as co-counsel in TX-2024000400.

Attachments

Summons and Complaint

Form Review

Inbox	Reviewed By	Date
Bryan Layton	Jason Moore	02/27/2025 08:45 AM
Jason Moore (Originator)	Jason Moore	02/27/2025 08:54 AM
Bryan Layton	Melissa Buckley	03/04/2025 02:15 PM
Assessor	Michael Montandon	03/04/2025 02:19 PM
County Attorney	Brad Carlyon	03/04/2025 05:38 PM
Form Started By: Jason Moore		Started On: 02/26/2025 04:29 PM
Final Approval Date: 03/04/2025		

1 **MOONEY, WRIGHT, MOORE & WILHOIT, PLLC**

2 Paul Moore (No. 019912)

3 14301 North 87th Street, Suite 207

4 Scottsdale, Arizona 85260

5 Phone: (480) 615-7500

6 Fax: (480) 615-7504

7 Email: pmoore@mwmwlaw.com

8 Attorneys for Plaintiff

9 **SUPERIOR COURT OF THE STATE OF ARIZONA**

10 **ARIZONA TAX COURT**

11 WALMART, INC., a corporation (fka
12 WAL-MART, STORES, INC.),

13 Plaintiff,

14 vs.

15 NAVAJO COUNTY,

16 Defendant.

No. TX2024-000400

SUMMONS

(Property Tax)

If you would like legal advice from a lawyer,
Contact the Lawyer Referral Service at
602-257-4434

or

www.maricopalawyers.org

Sponsored by the

Maricopa County Bar Association

17 THE STATE OF ARIZONA TO THE DEFENDANT:

18 **NAVAJO COUNTY**

19 YOU ARE HEREBY SUMMONED and required to appear and defend, within the
20 time applicable, in this action in this Court. If served within Arizona, you shall appear
21 and defend within 20 days after the service of the Summons and Complaint upon you,
22 exclusive of the day of service. If served out of the State of Arizona - whether by direct
23 service, by registered or certified mail, or by publication - you shall appear and defend
24 within 30 days after the service of the Summons and Complaint upon you is complete,
25 exclusive of the day of service. Where process is served upon the Arizona Director of
26 Insurance as an insurer's attorney to receive service of legal process against it in this state,
the insurer shall not be required to appear, answer or plead until expiration of 40 days
after date of such service upon the Director. Service by registered or certified mail
without the State of Arizona is complete upon receipt. Service by publication is complete
30 days after the date of first publication. Direct service is complete when made. Service

1 upon the Arizona Motor Vehicle Superintendent is complete 30 days after filing the
2 Affidavit of Compliance and return receipt or Officer's Return. **Rules 4, 4-1, 4-2 and 12**
3 **A.R.C.P.; A.R.S. §§ 20-22, 28-502 AND 28-503.**

4 **YOU ARE HEREBY NOTIFIED** that in case of your failure to appear and defend
5 within the time applicable, judgment by default may be rendered against you for the relief
6 demanded in the Complaint.

7 **YOU ARE CAUTIONED** that in order to appear and defend, you must file an
8 Answer or proper response in writing with the Clerk of this Court, accompanied by the
9 necessary filing fee, within the time required, and you are required to serve a copy of any
10 Answer or response upon the Plaintiffs' attorney. **Rules 5 and 10(d) A.R.C.P.; A.R.S.**
11 **§ 12-311.**

12 Requests for reasonable accommodation for persons with disabilities must be made
13 to the division assigned to the case by the party needing accommodation or his/her
14 counsel at least three (3) judicial days in advance of a scheduled proceeding. Requests for
15 an interpreter for persons with limited English proficiency must be made to the division
16 assigned to the case by the party needing the interpreter and/or translator or his/her
17 counsel at least ten (10) judicial days in advance of a scheduled court proceeding. **Rule**
18 **2.5, Local Rules of Practice.**

19 Request for reasonable accommodation for persons with disabilities must be made
20 to the court by parties at least 3 working days in advance of a scheduled court proceeding.
21 **Rule 4(b)(1)(F) A.R.C.P.**

22 The name and address of Plaintiff's attorney is:

23 **MOONEY, WRIGHT, MOORE & WILHOIT, PLLC**
24 **14301 North 87th Street, Suite 207**
25 **Scottsdale, AZ 85260**
26 **(480) 615-7500**

SIGNED AND SEALED this date:

Clerk **COPY**

By _____ **DEC 13 2024**
Deputy Clerk



CLERK OF THE SUPERIOR COURT
S. BARBA
DEPUTY CLERK

COPY

DEC 13 2024



CLERK OF THE SUPERIOR COURT
S. BARBA
DEPUTY CLERK

MOONEY, WRIGHT, MOORE & WILHOIT, PLLC

Paul Moore (No. 019912)

Bart Wilhoit (No. 020064)

14301 North 87th Street, Suite 207

Scottsdale, Arizona 85260

Phone: (480) 615-7500

Email: pmoore@mwmwlaw.com

Attorneys for Plaintiff

THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN THE ARIZONA TAX COURT

TX2024-000400

WALMART, INC., a corporation (fka
WAL-MART STORES, INC.),

Plaintiff,

v.

NAVAJO COUNTY,

Defendant.

No.

**COMPLAINT AND NOTICE OF
APPEAL OF PROPERTY
VALUATION**

(Property Tax)

Pursuant to A.R.S. §§ 42-15104, 42-16201, and 42-16207 et seq., plaintiff, WALMART, INC., a corporation (fka WAL-MART STORES, INC.), appeals to the Arizona Tax Court the valuation of its real property for tax year 2025 as determined by the Navajo County Assessor ("the Assessor"). In support of this Complaint and Notice of Appeal, plaintiff alleges:

I.

Plaintiff, WALMART, INC., owns legal and/or equitable title to real property in Navajo County, State of Arizona, identified by Navajo County for tax year 2025 by Assessor parcel number: 202-58-001, the "Subject Property".

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II.

Defendant Navajo County is a political subdivision of the State of Arizona. Navajo County is made a defendant to this action pursuant to A.R.S. § 42-16208. Pursuant to A.R.S. § 42-13051, the Assessor annually determines valuation of all property within Navajo County that is subject to taxation, including the Subject Property. The Assessor determined the valuations of the Subject Property for tax year 2025.

III.

The Assessor's determinations of the 2025 full cash and limited property values of the Subject Property are excessive.

IV.

This appeal is timely filed pursuant to A.R.S. §§ 42-16201.

V.

Pursuant to Arizona law, defendant Navajo County will assess, levy and seek to collect property taxes from plaintiff for itself and for each taxing unit or district appearing upon its rolls, based upon the values determined by the Assessor for tax year 2025.

VI.

Upon information and belief, the property taxes that will be assessed against the Subject Property for tax year 2025 will be based upon excessive full cash and limited property values. As a result of these overvaluations, plaintiff will have to pay more taxes than could legally be collected if the Subject Property had been valued properly. Therefore, pursuant to A.R.S. §§42-16213 and 42-16214, plaintiff is entitled to have the 2025 tax roll corrected to reflect the correct full cash values, and to receive a refund of any taxes levied, assessed and paid based on the excessive 2025 values.

VII.

For tax year 2025, the full cash value of the Subject Property set by the Assessor is excessive and inequitable because it failed to correctly perform standard and statutory appraisal methods and techniques. With respect to standard appraisal methods, when correctly valued pursuant to the cost, income and market approaches, the reconciled market value of the Subject Property is less than the full cash value set by the Assessor.

VIII.

Pursuant to A.R.S. § 42-13301, a reduction in the 2025 full cash value of the Subject Property will require a reduction in its 2025 limited property value and may also require a reduction in its limited property value for subsequent tax years. The calculation of the limited property value is a ministerial act and the limited property value changes by operation of law.

WHEREFORE, plaintiff requests that this Court:

1. Determine and fix the full cash and limited property values of the Subject Property for tax year 2025;
2. Order defendant to determine and fix the limited property values of the Subject Property for tax years subsequent to tax year 2025 in accordance with A.R.S. §42-13301, et seq.;
3. Render judgment that plaintiff have and recover from defendant refunds in the amount of any excess taxes paid based on the 2025 full cash and limited property values of the Subject Property as determined by this Court, together with interest thereon at the legal rate from the date of payment by plaintiff until refunded by defendant;
4. Render judgment that plaintiff have and recover from defendant refunds in the amount of any excess taxes paid based on any reductions in the limited property values

1 of the Subject Property for tax years subsequent to tax year 2025, together with interest
2 thereon at the legal rate from the date of payment by plaintiff until refunded by defendant;

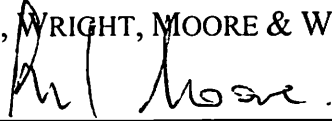
3 5. In the event Navajo County sets the 2026 full cash value of the Subject
4 Property at a value higher than that determined by the Court for tax year 2025, then set the
5 higher full cash value of the Subject Property for 2026 pursuant to A.R.S. §42-16002 at the
6 same value the Court determines herein for tax year 2025, without prejudice to plaintiff's
7 rights under Section 42-16002 to appeal the full cash value of any of the Subject Property
8 for tax year 2026;

9 6. Award plaintiff its attorneys' fees and expert witness expenses incurred
10 pursuant to A.R.S. §12-348, as well as its taxable costs; and

11 7. Grant such further relief as the Court may deem proper.

12 DATED this 13th day of December, 2024.

13 MOONEY, WRIGHT, MOORE & WILHOIT, PLLC

14 By: 

15 Paul Moore
16 Attorney for Plaintiff



Board of Supervisors Regular

5. b.

Meeting Date: 03/11/2025

Title: Reconvene Executive Session Walmart v. Navajo County, TX-2024000400

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

Department: Assessor

Presented By: Jason Moore/Michael Montandon

Motion before the Board:

RECONVENE: Consideration of hiring of outside legal counsel, specifically Jeffrey Messing and Jim Ball of the firm Ball, Santin & McLeran, P.L.C., to represent Navajo County in Walmart's tax appeal (TX-2024-000400) regarding the valuation of its property located in Taylor, Arizona.

Background:

After the Executive Session, the Board of Supervisors will vote on whether or not to hire outside legal counsel regarding this tax appeal.

Recommendation:

The recommendation is to approve the Engagement Letter of Ball, Santin & McLeran and hire the firm to represent Navajo County as co-counsel in TX-2024000400.

Form Review

Inbox

Jason Moore

Form Started By: Melissa Buckley

Final Approval Date: 02/28/2025

Reviewed By

Jason Moore

Date

02/28/2025 03:49 PM

Started On: 02/28/2025 01:22 PM