

Board of Supervisors

Richard R. Searle
Chairman
District 3

Patrick G. Call
Vice-Chairman
District 1

Ann English
Supervisor
District 2



Michael J. Ortega
County Administrator

James E. Vlahovich
Deputy County Administrator

Katie A. Howard
Clerk

AGENDA FOR REGULAR BOARD MEETING
Tuesday, August 28, 2012 at 10:00 AM
BOARD OF SUPERVISORS HEARING ROOM
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

ANY ITEM ON THIS AGENDA IS OPEN FOR DISCUSSION AND POSSIBLE ACTION

PLEDGE OF ALLEGIANCE

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

ROLL CALL

Members of the Cochise County Board of Supervisors will attend either in person or by telephone, video or internet conferencing.

Note that some attachments may be updated after the agenda is published. This means that some presentation materials displayed at the Board meeting may differ slightly from the attached version.

CALL TO THE PUBLIC

This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda.

PRESENTATION

Presentation by Cado Daily and Tess Jurek: UA Cochise County Cooperative Extension Water Wise Youth Program New Hire.

CONSENT

Board of Supervisors

1. Approve a letter to US Fish & Wildlife communicating comments on the Lower San Pedro Collaborative Conservation Initiative Lower San Pedro Collaborative Conservation Initiative.
2. Approve the Minutes of the regular meeting of the Board of Supervisors of August 14, 2012.

County Schools

3. Adopt Resolution 12-38, cancelling the Apache District #42 Governing Board Election for one 4-year-term board seat up for election and appointing the one candidate (Don Kimble) who filed to run in the election to fill the open board position, with all the powers and duties of that office as if elected to that office, effective the first day of January, 2013.
4. Adopt Resolution 12-39, cancelling the Ash Creek District #53 Governing Board Election for two 4-year-term board seats up for election and appointing the two candidates (Jessica Dilworth, Greg Lee) who filed to run in the election to fill the open board positions, with all the powers and duties of that office as if elected to that office, effective the first day of January, 2013.
5. Adopt Resolution 12-40, cancelling the Bowie District #14 Governing Board Election for the two 2-year board seats up for election and appointing the two candidates (Jared Allred and Kristin Skiles) who filed to run in the election to fill the open board positions and for the three 4-year board seats up for election and appointing the three candidates (Kimberly Klump, Barth Morin, and Nancy Jean Welker) who filed to run in the election to fill the open board positions, with all the powers and duties of that office as if elected to that office, effective the first day of January, 2013.
6. Adopt Resolution 12-41, cancelling the Cochise District #26 Governing Board Election for one 4-year board seat up for election and appointing the one candidate (Gary Regnier) who filed to run in the election to fill the open board position, with all the powers and duties of that office as if elected to that office, effective the first day of January, 2013.
7. Adopt Resolution 12-42, cancelling the Cochise Technology District #01 Governing Board Election for the four 4-year positions and the one 2-year position which are hereby declared to be vacant effective the first day of January, 2013, to be filled as provided in A.R.S. Section 15-302A(3).
8. Adopt Resolution 12-43, cancelling the Double Adobe District #45 Governing Board Election for the two 4-year board seats up for election and appointing the two candidates (Pat English and John Vaughn) who filed to run in the election to fill the open board positions, with all the powers and duties of that office as if elected to that office, effective the first day of January, 2013.
9. Adopt Resolution 12-44, cancelling the McNeal District #55 Governing Board Election for one 4-year board seat up for election and appointing the one candidate (Chandra Cagle) who filed to run in the election to fill the open board position, with all the powers and duties of that office as if elected to that office, effective the first day of January, 2013.
10. Adopt Resolution 12-45, cancelling the Naco District #23 Governing Board Election for the one 4-year position and the one 2-year position which are hereby declared to be vacant effective the first day of January, 2013, to be filled as provided in A.R.S. Section 15-302A(3).
11. Adopt Resolution 12-46, cancelling the Pomerene District #64 Governing Board Election for the three 4-year board seats up for election and appointing the three candidates (Lianna Contreras, Donald Fenn, and Bevin Judd) who filed to run in the election to fill the open board positions, with all the powers and duties of that office as if elected to that office, effective the first day of January, 2013.

12. Adopt Resolution 12-47, cancelling the St. David District #21 Governing Board Election for the three 4-year board seats up for election and appointing the three candidates (Aaron Buhler, Alisa Trejo, and Damon Trejo) who filed to run in the election to fill the open board positions, with all the powers and duties of that office as if elected to that office, effective the first day of January, 2013.
13. Adopt Resolution 12-48, cancelling the Tombstone #01 Governing Board Election for one 2-year board seat up for election and appointing the one candidate (Kara Harris) who filed to run in the election to fill the open board position, with all the powers and duties of that office as if elected to that office, effective the first day of January, 2013.
14. Adopt Resolution 12-49, cancelling the Valley Union District #22-5 Governing Board Election for one 4-year board seat up for election and appointing the one candidate (Benny Bishop) who filed to run in the election to fill one of the two 4-year open board positions, with all the powers and duties of that office as if elected to that office, effective the first day of January, 2013 and resolve that the second 4-year position and the one 2-year position are hereby declared to be vacant effective the first day of January, 2013, to be filled as provided in A.R.S. Section 15-302A(3).

County Sheriff

15. Approve the Federal Fiscal Year 2009 Regular Operations Stone Garden program award-reallocation grant, Agreement Number 555415-05 (for equipment) for the period from August 1, 2012 through November 30, 2012 in the amount of \$2,881.

Elections & Special Districts

16. Adopt Resolution 12-50 canceling the Fry Fire District Board November 6, 2012 election for the two 4-year boards seats up for election and appointing the candidate (Bess F. Banister) who filed to run in the election to fill one open board position, with all the powers and duties of that office as if elected to that office, effective the 1st day of December 2012; and, resolving that the other open board position is hereby declared vacant, effective the 1st day of December 2012, to be filled by the board members at that time.
17. Adopt Resolution 12-51 canceling the Mescal / J-Six Fire District Board November 6, 2012 election for the two 4-year board seats up for election and appointing the candidate (Daniel Simmons) who filed to run in the election to fill one open board position, with all the powers and duties of that office as if elected to that office, effective the 1st day of December 2012; and, resolving that the other open board position is hereby declared vacant, effective the 1st day of December 2012, to be filled by the Board Members at that time.
18. Adopt Resolution 12-52 canceling the PBW Fire District Board November 6, 2012 election for the two 4-year board seats up for election and declare them vacant, effective the 1st day of December 2012, to be filled by the Board Members at that time.
19. Adopt Resolution 12-53 canceling the Pirtleville Fire District Board November 6, 2012 election for the three 4-year board seats up for election and resolving that the board positions are hereby declared vacant, effective the 1st day of December 2012, to be filled by the Board Members at that time.
20. Adopt Resolution 12-54 canceling the Pomerene Fire District Board November 6, 2012 election for the one 4-year board seat up for election and resolving that the board position is hereby declared vacant, effective the 1st day of December 2012, to be filled by the Board Members at that time.

21. Adopt Resolution 12-55 canceling the St. David Fire District Board November 6, 2012 election for the two 4-year board seats up for election and appointing the candidate (Mark Krebs) who filed to run in the election to fill one open board position, with all the powers and duties of that office as if elected to that office, effective the 1st day of December 2012; and, resolving that the other open board position is hereby declared vacant, effective the 1st day of December 2012, to be filled by the Board Members at that time.
22. Adopt Resolution 12-56 canceling the San Jose Fire District Board November 6, 2012 election for the one 4-year board seat up for election and resolving that the board position is hereby declared vacant, effective the 1st day of December 2012, to be filled by the Board Members at that time.
23. Adopt Resolution 12-58 canceling the Whetstone Fire District Board November 6, 2012 election for the three 4-year board seats up for election and appointing the candidates (Mary Foote and Kenneth Leffler) who filed to run in the election to fill two open board positions, with all the powers and duties of the office as if elected to the office, effective the 1st day of December 2012; and, resolving that the other open board position is hereby declared vacant, effective the 1st day of December 2012, to be filled by the Board Members at that time.
24. Adopt Resolution 12-59 canceling the Whetstone Water District Board November 6, 2012 election for the two 4-year board seats up for election and appointing the candidate (Linda L. Smith) who filed to run in the election to fill one of the open board positions, with all the powers and duties of that office as if elected to that office, effective the 1st day of January 2013; and, resolving that the other open board position is hereby declared vacant, effective the 1st day of January 2013, to be filled by the Board Members at that time.
25. Adopt Resolution 12-60 canceling the Wellspring Water District Board November 6, 2012 election for the two 4-year board seats up for election and resolving that the board positions are hereby declared vacant, effective the 1st day of January 2013, to be filled by the Board Members at that time.
26. Adopt Resolution 12-61 canceling the San Simon Water District Board November 6, 2012 election for the one 4-year board seat up for election and resolving that the board position is hereby declared vacant, effective the 1st day of January 2013, to be filled by the Board members at that time.
27. Adopt Resolution 12-62 canceling the St. David Water District Board November 6, 2012 election for the two 4-year board seats up for election and resolving that the board positions are hereby declared vacant, effective the 1st day of January 2013, to be filled by the Board Members at that time.
28. Adopt Resolution 12-63 canceling the Pomerene Water District Board November 6, 2012 election for the three 4-year board seats up for election and resolving that the board positions are hereby declared vacant, effective the 1st day of January 2013, to be filled by the Board Members at that time.
29. Adopt Resolution 12-64 canceling the Keller Water District Board November 6, 2012 election for the one 4-year board seat up for election and resolving that the board position is hereby declared vacant, effective the 1st day of January 2013, to be filled by the Board Members at that time.

30. Adopt Resolution 12-65 canceling the Elfrida Water District Board November 6, 2012 election for the two 4-year board seats up for election and appointing the candidates (Jessie Garcia and Dan Zamora) who filed to run in the election each to one of the two board seats, with all the powers and duties of that office as if elected to that office, effective the 1st day of January 2013.
31. Adopt Resolution 12-66 canceling the Fairfield Estates RIMD District Board November 6, 2012 election for the three 4-year board seats up for election and appointing the candidates (Mark Boggie and Fredrick Townsend) who filed to run in the election each to one of the open board positions, with all the powers and duties of that office as if elected to the office, effective the 1st day of January 2013; and, resolving that the other open board position is hereby declared vacant, to be filled by the Board Members at that time.
32. Adopt Resolution 12-67 canceling the Naco Sanitary Improvement District Board November 6, 2012 election for the two 4-year board seats up for election and appointing the candidates (Foy Armstrong and Aida Ramirez) who filed to run in the election each to one of the seats up for election, with all the powers and duties of that office as if elected to that office, effective December 1, 2012.
33. Adopt Resolution 12-68 canceling the San Pedro Valley Hospital District Board November 6, 2012 election for the three 4-year seats up for election and appointing William Bernal to one of the three vacant seats, with all the powers and duties of that office as if elected to that office; and, resolving that the other two board positions are hereby declared vacant, effective the 1st day of January 2013, to be filled by the Board Members at that time.
34. Adopt Resolution 12-69 canceling the High Knoll Ranches RIMD District Board November 6, 2012 election for the two 4-year board seats up for election and resolving that the board positions are hereby declared vacant effective December 1, 2012, to be filled by the Board Members at that time.
35. Adopt Resolution 12-70 canceling the Northern Cochise County Hospital District Board November 6, 2012 election for the two 2-year board seats up for election and resolving that the board positions are hereby declared vacant, effective the December 1, 2012, to be filled by the Board Members at that time.

Finance

36. Approve demands and budget amendments for operating transfers.

Health

37. Correct the effective date of Resolution 12-28 previously adopted by the Board of Supervisors on July 24, 2012 from "July 24, 2012" to "August 23, 2012".

PUBLIC HEARINGS

Board of Supervisors

38. Approve a new liquor license application for a series #13 (domestic winery) liquor license submitted by Mr. Dan C. Pierce for Saeculum Cellars located at 4511 East Robbs Road, Willcox, 85643.

Community Development

39. Adopt Zoning Ordinance 12-11 to amend a certain Cochise County Comprehensive Plan Designation from Neighborhood Conservation (NC) to Developing (DEV).
40. Adopt Zoning Ordinance 12-12 to approve Docket Z-12-05 rezoning Parcel 106-19-018 from Transitional-Residential (TR-36) to General Business (GB), pursuant to the application of Mr. William Martin.

ACTION

Community Development

41. Approve Intergovernmental Agreement 11-121 amendment 1 between the State of Arizona and Cochise County for the Davis Road Design Concept Report.
42. Approve Intergovernmental Agreement 12-081 between the State of Arizona and Cochise County for the Davis Road Project Assessment.

County Sheriff

43. Approve the Federal Fiscal Year Operations Stone Garden program award-reallocation grant, Agreement Number 777404-07 (for equipment), for the period from August 1, 2012 through November 30, 2012 in the amount of \$243,872.75.

Elections & Special Districts

44. Adopt Resolution 12-57 canceling the Sunnyside Fire District Board November 6, 2012 election for the three 4-year board seats up for election and resolving that the board positions are hereby declared vacant, effective the 1st day of December 2012, and appointing Thomas W. Schelling as the administrator, effective December 1, 2012.
45. Adopt Resolution 12-71 canceling the Babocomari Fire District Board November 6, 2012 election for the three 4-year board seats up for election; resolving that that board positions are hereby declared vacant; and appointing Thomas W. Schelling as the administrator, effective the 1st day of December 2012.
46. Adopt Resolution 12-72 canceling the Naco Fire District Board November 6, 2012 election for the three 4-year board seats up for election and resolving that the board positions are hereby declared vacant, effective the 1st day of December 2012; and appointing Joe X. Garcia as the Administrator to administer the district with the same duties and obligations of the elected board.
47. Adopt Resolution 12-73 canceling the San Simon Fire District Board November 6, 2012 election for the three 4-year board seats up for election and resolving that the board positions are hereby declared vacant, effective the 1st day of December 2012; and, appointing Heather G. Lentz to administer the district with the same duties and obligations of the elected board.

Facilities

48. Approve an award of contract for a Solar Energy System as a result of Request for Proposals (RFP) No. 12-12-FAC-03 to Sunwize Technologies, Inc. for solar parking lot shade structures at the Melody Lane and Douglas County facilities.

REPORT BY MICHAEL J. ORTEGA, COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Report by District 2 Supervisor, Ann English

Report by District 3 Supervisor, Richard Searle

Pursuant to the Americans with Disabilities Act (ADA), Cochise County does not, by reason of a disability, exclude from participation in or deny benefits or services, programs or activities or discriminate against any qualified person with a disability. Inquiries regarding compliance with ADA provisions, accessibility or accommodations can be directed to Chris Mullinax, Safety/Loss Control Analyst at (520) 432-9720, FAX (520) 432-9716, TDD (520) 432-8360, 1415 Melody Lane, Building F, Bisbee, Arizona 85603.

Cochise County - 1415 Melody Lane, Building G - Bisbee, Arizona 85603
(520) 432-9200 - Fax (520) 432-5016 - Email: board@cochise.az.gov
www.cochise.az.gov

"PUBLIC PROGRAMS, PERSONAL SERVICE"

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 08/28/2012

Approve a letter to US F&W re: Comments on Lower San Pedro Collaborative Conservation Initiative
Lower San Pedro Collaborative Conservation Initiative

Submitted By: Katie Howard, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Recommendation:

Document Signatures:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate
or Basis for Support?:

Information

Agenda Item Text:

Approve a letter to US Fish & Wildlife communicating comments on the Lower San Pedro Collaborative Conservation Initiative
Lower San Pedro Collaborative Conservation Initiative.

Background:

The U.S. Fish and Wildlife Service (Service) is exploring the idea of a collaborative conservation and management initiative along the Lower San Pedro River involving interested landowners, land managing agencies, local communities, non-profit organizations, businesses and the public who share a vision of a healthy river system while contributing to the local economy and livelihoods of area residents. The Lower San Pedro River Collaborative Conservation Initiative (initiative) would build on the success of existing cooperative landowner groups along the lower San Pedro River. This collaborative venture would be landowner/land manager driven; the Service would contribute an array of various tools that landowners could voluntarily and freely choose from, including technical assistance, cooperative agreements for management, grants, conservation easements, or fee title acquisition for what would ultimately be a national wildlife refuge. In Cochise County, the proposed National Wildlife Refuge would begin at "the narrows" near Cascabel and run northwestward to and beyond the County line. Two miles on both sides of the river's banks would be included.

Any potential land or easement acquisition by the Service would only be from willing sellers or donors -- the initiative would be entirely voluntary, have no regulatory power, and would be guided by a steering group of landowners and land managers with support from agency/organization liaison representatives. The establishment of a national wildlife refuge would be through voluntary participation by landowners in sale or donation of property or conservation easements to benefit their financial condition or leave a conservation legacy. The initiative would embrace and continue to honor the working landscapes in the area by supporting working ranches and farms; landowners would remain free to manage their lands as they wish. The Service would coordinate resources to help landowners restore, improve, manage, or conserve their lands to maximize returns while contributing to a healthy river ecosystem. A Draft Environmental Impact Statement is expected in late 2012 or early 2013.

Department's Next Steps (if approved):

Send signed letter

Impact of NOT Approving/Alternatives:

Cochise County's input would not be considered.

To BOS Staff: Document Disposition/Follow-Up:

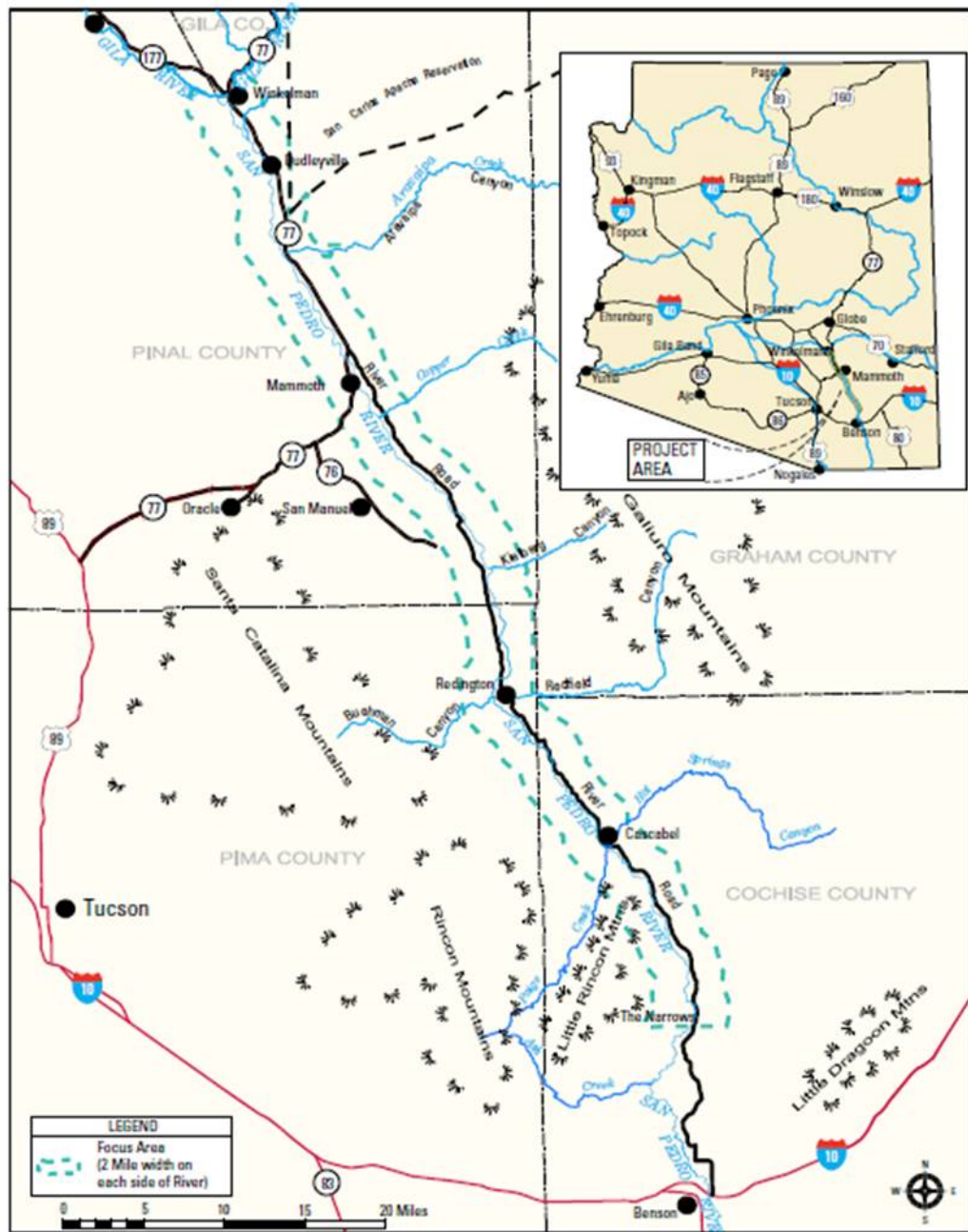
Send signed letter

Attachments

LSP Collaborative Conservation Initiative map

962_DRAFT Comments - LSPR Collaborative Conservation Initiative

Lower San Pedro River Collaborative Conservation Initiative *Planning Update #1*



Board of Supervisors

Richard R. Searle
Chairman
District 3

Patrick G. Call
Vice-Chairman
District 1

Ann English
District 2



Michael J. Ortega
County Administrator

James E. Vlahovich
Deputy County Administrator

Katie A. Howard
Clerk

August 22, 2012

Ms. Jeannie Wagner-Greven
U.S. Fish and Wildlife Service
P.O. Box 1306
Albuquerque, NM 87103

RE: Lower San Pedro Collaborative Conservation Initiative -- 60-Day Scoping Period

Dear Ms. Wagner-Greven,

Thank you for the opportunity to provide comments regarding the U.S. Fish and Wildlife Service's (Service) proposal to establish a *Lower San Pedro River Collaborative Conservation Initiative* (initiative), a new national wildlife refuge in the Lower San Pedro River valley. As you are aware, the 60-day scoping period under the National Environmental Policy Act (NEPA) provides for an opportunity to discuss the overall concept, provide clarification, and identify issues that should be considered both for the initiative and the proposed national wildlife refuge. We have invited the Service to present additional information and answer questions about the initiative to the Cochise County Public Lands Advisory Committee (PLAC) at their regular meeting on October 4.

It is our understanding that in Cochise County, as the starting point for the planning effort, the Service has proposed the reach of the San Pedro River from the "Narrows" south of Cascabel. The proposed refuge would then follow the river northwest to the County boundary and beyond, and extend two miles outward on both sides of the river throughout its length. Per the Service's *Planning Update #1* (June 2012), the initiative would be driven by a land-owner/land manager working group. The Service would not take on a commanding role, but rather, work in an advisory capacity in order to, among other things, provide grant support for projects that would benefit working landscapes and conservation in the valley. With grant opportunities and conservation easements, there is potential for economic benefit for local and regional economies and individual landowners. For example, a refuge could attract various outdoor enthusiasts who in turn would boost local economies and possibly even spawn new economic opportunities.

A key component of the NEPA process for the initiative specifically regards establishing an acquisition boundary for the future refuge whereby the Service would work with willing property

sellers to purchase lands. It is our understanding that private lands inside the refuge boundary would not be included in the refuge and would remain unburdened by any refuge regulations.

The County would not support federal condemnation of private lands, nor any new direct and/or indirect regulatory mechanisms which would restrict property owners. We support the landowner-driven working group approach the Service has proposed.

We are very concerned about the possible loss of local land tax base to the County if a refuge were established. However, it is our understanding that the Service has a program to pay counties annually for any lands acquired that are part of the refuge system. However, payments in lieu of taxes (PILT) made by the Service should be of fair value and meet or exceed the revenues otherwise garnered in the absence of a refuge.

We also have concerns about the potential impacts on traditional agriculture and ranching operations and leased lands in the area. Under the initiative, however, the Service would not acquire State, BLM or Forest Service grazing leases; this policy should be fundamental and steadfast.

Despite the aforementioned concerns we feel that the initiative provides a unique opportunity to invite landowners and other parties to the table to formulate a long-range economic and conservation vision for the lower San Pedro Valley, one that ensures that the productivity and economic viability of traditional agricultural and ranching lands is maintained or enhanced. Providing resources and technical assistance within the framework of collaboration would help to achieve these goals. *However, ultimate decision-making authority on land acquisitions should not be the sole responsibility of Service personnel, but rather, we support a collaborative, highly-inclusive approach in achieving the initiative's goals.* A collaborative approach would ensure all parties are heard and all concerns are acknowledged, and could be a win-win situation that would help maintain the rural, unfragmented character of this area of the County by providing a measure of protection from development that could seriously threaten rural character, local economies and cultures, water availability and the viability of working landscapes.

On behalf of my fellow Board members, again, I thank you for the opportunity to comment. We look forward to reviewing the forthcoming Draft Environmental Assessment or Environmental Impact Statement, and continued participation throughout the NEPA process for the initiative.

Sincerely,

Richard R. Searle
Chairman, Cochise County Board of Supervisors

Cc: Patrick G. Call, District 1 Supervisor

Ann English, District 2 Supervisor
Michael J. Ortega, County Administrator
James E. Vlahovich, Deputy County Administrator
Karen Riggs, Interim Community Development Director
Beverly Wilson, Deputy Planning Director
Public Lands Advisory Committee
Ken Salazar, Secretary, Department of the Interior
Dan Ashe, Director, United States Fish and Wildlife Service
Dr. Benjamin Tuggle, Regional Director, Southwest Region Fish and Wildlife Service
Bob Abbey, Director, Bureau of Land Management
Ray Suazo, Director, Arizona Bureau of Land Management
Redington NRCD
Winkelman NRCD

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 08/28/2012

Minutes

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

NAME
of PRESENTER: n/a

Mandated Function?:

Recommendation:

of ORIGINALS

Submitted for Signature:

TITLE
of PRESENTER: n/aSource of Mandate
or Basis for Support?:

Information**Agenda Item Text:**

Approve the Minutes of the regular meeting of the Board of Supervisors of August 14, 2012.

Background:

Minutes

Department's Next Steps (if approved):

Signed minutes routed for processing and posted on the internet.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

Send to the Recorder's Office for microfiche purposes.

AttachmentsMinutes

**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS
REGULAR BOARD MEETING HELD ON
TUESDAY, AUGUST 14, 2012**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, August 14, 2012 at 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona. In attendance were Richard Searle, Chairman; Patrick Call, Vice-Chairman; Ann English, Supervisor; Michael Ortega, County Administrator; Jim Vlahovich, Deputy County Administrator; Britt Hanson, Chief Civil Deputy County Attorney; and Katie Howard, Clerk of the Board.

Chairman Searle called the meeting to order at 10:15 a.m.

ANY ITEM ON THIS AGENDA IS OPEN FOR DISCUSSION AND POSSIBLE ACTION

PLEDGE OF ALLEGIANCE

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

ROLL CALL – Richard Searle, Ann English present; Supervisor Call joined the meeting telephonically during discussion of Item 21.

CALL TO THE PUBLIC

Chairman Searle opened the Call to the Public.

Ms. Sarah Traum spoke to the Board about the community concerns of South Bisbee and Freeport McMoran's request for them to leave the area by year's end. She stated that the residents have collected over 800 signatures on petition and presented to Freeport McMoran and they did not respond. They are requesting time extension to June 2013.

Ms. Linda Barnett read several statements by the residents of South Bisbee.

Mr. Jack Cook addressed the matter on personal concerns. No one else wished to address the Board and Chairman Searle closed the Call to the Public.

PRESENTATION

Presentation by Ms. Kathy Boyle and Mr. Bill Harmon, Arizona Department of Transportation: The Future of Transportation in Arizona, using a PowerPoint presentation & video.

Ms. Kathy Boyle stated that the community outreach meetings were part of a three year outreach program to let stakeholders know about future projects in the area, discuss role of transportation in job creation, and discuss funding for these projects. Mr. Bill Harmon, District Engineer, discussed local projects and gave details about each project along with projected start and completion dates.

CONSENT

Board of Supervisors

1. Approve a letter requesting coordinating status versus cooperating status on BLM's Southline Project.
2. Adopt Resolution 12-35 in support of Arizona Electric Power Cooperative, opposing new Environmental Protection Agency requirements to install 'selective catalytic reduction' (SCR) technology.
3. Approve Proclamation declaring August 2012 to be Child Support Awareness Month.
4. Appoint RaeAnn Kiesling as Constable for Justice Court, District 4.
5. Approve letter to the Bureau of Land Management (BLM) from Cochise County as a coordinating agency, regarding the preferred alternative in the SunZia Draft Environmental Impact Statement, issued on May 25, 2012.
6. Approve the Minutes of the regular meeting of the Board of Supervisors of July 24, 2012.

7. Approve an application for a temporary Extension of Premises liquor license submitted by Ms. Lorena G. Rogers for La Ramada Steakhouse & Cantina located on 1948 S Naco Highways in Bisbee.

County Attorney

8. Approve the Arizona Criminal Justice Commission (ACJC) Drug, Gang and Violent Crime Control Grant Agreement (Byrne) in the amount of \$167,425 between the Arizona Criminal Justice Commission and Cochise County for the period July 1, 2012 through June 30, 2013.

9. Approve the renewal of Crime Victim Compensation Grant No. VC-13-050, in the amount of \$89,500, and Certified Assurances between the Arizona Criminal Justice Commission and Cochise County Attorney's Office, for the period July 1, 2012 to June 30, 2013.

10. Approve the Victims' Rights Program (VRP) Award Agreement, A.G. #:2013-002, in the amount of \$27,150 between the Arizona Attorney General and the Cochise County Attorney's Office, for the period July 1, 2012 to June 30, 2013.

County Sheriff

11. Approve the US Department of Justice Assistance Grant Award 2012-DJ-BX-1141 in the amount of \$38,148 to allow the Cochise County Sheriff's Office to purchase 37 Electronic Control Devices w/holsters, 82 additional cartridges and training for the use of these devices, in an effort to enhance the current inventory of Electronic Control Devices and to promote enhanced safety practices and methods for the deputies and public.

12. Approve Contract #2013-PT-021, between the Governor's Office of Highway Safety and the Sheriff's Office providing \$10,000 for selective traffic enforcement with a term of October 1, 2012 through September 30, 2013.

13. Approve GOHS Contract #2013-AL-020 between the Governor's Office of Highway Safety and the Sheriff's Office providing \$20,000 in funding for DUI Enforcement for the term of October 1, 2012 through September 30, 2013.

14. Approve GOHS Grant #2013-AL-021 between GOHS and the Sheriff's Office to provide \$14,500 for overtime to conduct a Teen Driving Education Program with a term of October 1, 2012 through September 30, 2013.

15. Approve award agreement A.G.#: 2013-043 from the Office of the Arizona Attorney General Victim's Rights Program awarding the Sheriff's Office \$15,050 in funding to pay for 43% of the salary and employee related expenses (ERE) of a records specialist to conduct state mandated victim notifications, with a term of July 1, 2012 to June 30, 2013.

Emergency Services

16. Adopt Resolution 12-34 to approve the Cochise County Multi-Jurisdictional Hazard Mitigation Plan 2012 as required by the Disaster Mitigation Act of 2000.

Finance

17. Approve demands and budget amendments for operating transfers.

Warrant No. 61436-61437, 61466-61486, 61510-61677, 61683-61834, 61866-62047 were issued in the amount of \$2,553,774.50.

Pursuant to A.R.S. §11-217(C), the published minutes shall include all demands and warrants approved by the Board in excess of one thousand dollars except that multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period shall also be published. The voided warrants are listed below:

<u>Fund</u>	<u>Vendor</u>	<u>Amount</u>
508	Willcox Healthmart Pharmacy	\$1,057.69
508	Agave Surgical Associates, PC	5.38
100	US Postmaster	8.55
279	CDW Government	7,966.11
100	Peter A Kelly	75.00
109	Az Dept of Corrections – Douglas	171.00
100	Angela Anderson	58.24

Issued warrants are listed as an attachment at the end of the minutes

Health

18. Approve Professional Services Agreement (PSA) No. 12-21-HEA-03 with Copper Queen Community Hospital for Jail and Juvenile Detainee Hospital Services for the Cochise County Health Department in the estimated amount of \$200,000 for the period of August 1, 2012 through July 31, 2013.

Workforce Development

19. Approve Amendment #8 to Title IB Adult, Youth, and Dislocated Worker Contract DE111004001 between Cochise County and the Arizona Department of Economic Security for the Workforce Investment Act (WIA) Service Delivery Area from April 1, 2010 to August 31, 2015.

Supervisor English made a motion to approve items 1-19 of the Consent Agenda. Chairman Searle seconded the motion and it carried 2-0-1; Call absent.

Supervisor English read the Proclamation re: Child Support Awareness Month aloud, declaring August 2012 to be Child Support Awareness month and introduced Mr. Scott Lekan, Arizona Division of Child Support Enforcement, to whom she presented the Proclamation.

PUBLIC HEARINGS

Board of Supervisors

20. Approve an agent change/acquisition of control liquor license application for a series #12 (restaurant) liquor license submitted by Mr. John H. Campagne for Mesquite Tree located at 6398 S Hwy 92, Hereford, 85615.

Ms. Katie Howard, Clerk of the Board, presented this item. Ms. Howard said the Sheriff's Office and Planning and Zoning Department have recommended approval and the Environmental Health Division noted that the establishment meets all the requirements set forth by the Arizona Food Code; the Treasurer's Office has noted that all property taxes are current. The applicant has paid the \$100 processing fee; there are no known formal protests and staff is recommending approval.

Chairman Searle opened the public hearing. No one wished to address the Board and Chairman Searle closed the public hearing.

Supervisor English made a motion to approve an agent change/acquisition of control liquor license application for a series #12 (restaurant) liquor license submitted by Mr. John H. Campagne for Mesquite Tree located at 6398 S Hwy 92, Hereford, 85615. Chairman Searle seconded the motion.

Chairman Searle called for the vote; approved 2-0-1; Call absent.

Community Development

21. Adopt Zoning Ordinance 12-10 to approve Docket R-12-02, amending the Cochise County Zoning Regulations for agricultural uses, and codifying definitions and site development standards for those uses, as set forth in Exhibit.

Mr. Michael Turisk, Planning Manager, Community Development, presented this item using a PowerPoint presentation. Mr. Turisk explained the proposed changes to Agricultural definitions and regulations in the County Zoning Regulations to promote and support agriculture industry and to encourage agri-tourism. He reviewed proposed changes to definitions designed to comply with state law and to provide regulatory relief to these agricultural uses. Staff is also proposing a new use related to domestic wineries. He reviewed the four zoning districts and described the impact of these proposed changes and in particular the setback requirements to the Board and stated that the Planning & Zoning Commission voted unanimously to approve, with one change (which he described). He said that staff recommends approval.

Supervisor English commented that this is a rural community and encouraged fewer regulations to keep family farms intact (encouraging domestic production as opposed to importing food produced elsewhere).

Chairman Searle commended staff for their work on this project. He explained the driving factors for determining the relative offsite impacts from on-site agricultural processing, depending on parcel size. He stated that he had a

proposal: instead of calling it "on site agricultural processing services" (recited definition), he said he would like to add "for administrative permitting purposes..." – to change the protocol.

Mr. Hanson stated that he thought the language might work to accomplish what the County is trying to accomplish (i.e., no permit for onsite agricultural processing),

Supervisor Call joined the meeting telephonically.

Chairman Searle also suggested adding wine-tasting rooms to section 6.3 (so they would fall under agricultural processing) and he also wanted to keep setback requirements but remove permit requirement.

Mr. Turisk stated that this would be a fairly significant change and would have to go back to the Planning and Zoning Commission. Mr. Hanson recommended the item be tabled; however, he stated that it did not need to go back to the Planning and Zoning Commission for review.

Supervisor English made a motion to table the item; Vice-Chairman Call seconded the motion and Mr. Ortega pointed out that it could be tabled to the special meeting for the upcoming week. The Board concurred.

Chairman Searle also discussed the setback requirements in section 603.17 and then recapped the items for staff to review and revise.

Chairman Searle called for the vote on the motion to table the item; approved 3-0.

22. Adopt Resolution 12-33 to approve Docket TUP-12-01, a request for a Temporary Use Permit requiring Board approval for the Western Junction Bar & Grill, Parcel 103-88-002B, located at 5838 Double Adobe Road in McNeal, AZ.

Mr. Keith Dennis, Senior Planner, Community Development, presented this item using a PowerPoint presentation, explaining why this Temporary Use Permit requires a public hearing under the P&Z regulations. He stated that the applicant plans numerous special events and has applied for a special use permit which will be considered by the Planning and Zoning Commission at a meeting in September to avoid having to repeatedly apply for a Temporary Use Permit.

Chairman Searle opened the public hearing. No one wished to address the Board and Chairman Searle closed the public hearing.

Supervisor English made a motion to adopt Resolution 12-33 to approve Docket TUP-12-01, a request for a Temporary Use Permit requiring Board approval for the Western Junction Bar & Grill, Parcel 103-88-002B, located at 5838 Double Adobe Road in McNeal, AZ. Vice-Chairman Call seconded the motion.

Chairman Searle called for the vote; approved 3-0.

ACTION

Board of Supervisors

23. Approve submission of the attached legislative proposals to the County Supervisors Association (CSA) for consideration to be included in the CSA legislative platform.

Supervisor English made a motion to approve submission of the attached legislative proposals to the County Supervisors Association (CSA) for consideration to be included in the CSA legislative platform. Chairman Searle seconded the motion.

Ms. Karen Riggs, Interim Director, Community Development presented this item. Ms. Riggs explained that there are two proposals for consideration. She reviewed them: First proposal was to strike language that gives county supervisors back control of county highways, but commented that the Arizona county engineers felt that such an attempt would not be successful. Second proposal was to remedy inconsistencies between two state statutes. The changes proposed would remove the requirement that a road being built to county standards must be in a platted subdivision and would allow any road built to county standards to be brought into county maintained system.

Supervisor English stated that in order to garner support at the CSA conference these needed to be explained clearly and quickly.

Chairman Searle said that roads created prior to 1990 are not declared primitive now, but said they could be if the proposals are successful. He asked what the outcome for last year's proposal on the limitation of Flood Control District expenditures was. Ms. Karen Riggs stated that Pinal County proposed using formal agreements between the counties to remedy this limitation.

Chairman Searle called for the vote; approved 3-0.

24. Adopt Resolution 12-36, approving an extension of The Red Hawk II Units 2 & 3 Subdivision Assurance Agreement with Title Security Agency, Inc. an Arizona Corporation, as Trustee under trust number 963 to a date of July 11, 2014.

Supervisor English made a motion to adopt Resolution 12-36, approving an extension of The Red Hawk II Units 2 & 3 Subdivision Assurance Agreement with Title Security Agency, Inc. an Arizona Corporation, as Trustee under trust number 963 to a date of July 11, 2014. Chairman Searle seconded the motion.

Mr. Mike Turisk, Planning Manager, Community Development, presented this item using a PowerPoint presentation. Mr. Turisk explained that RHII & III subdivision is 192 lot subdivision south of I10-and east & west of J-6 Ranch Road. He showed map of subdivision with phases 2 & 3 outlined in green. He explained that staff recommended approving the assurance agreement due to the economy, and said that staff did an administrative extension 2-3 years ago; the original agreement was approved in 2007.

Chairman Searle called for the vote; approved 3-0.

25. Adopt Resolution 12-37, approving an extension of The Sonora Verde Subdivision Assurance Agreement with Fidelity National Title Agency, Inc. as Trustee under trust number 10353 to a date of May 17, 2014.

Supervisor English made a motion to adopt Resolution 12-37, approving an extension of The Sonora Verde Subdivision Assurance Agreement with Fidelity National Title Agency, Inc. as Trustee under trust number 10353 to a date of May 17, 2014. Chairman Searle seconded the motion.

Mr. Turisk, Community Development, presented this item using a PowerPoint presentation. Mr. Turisk stated that the subdivision was approved in the 1980s for 43 lots; 6 remaining. He said that the project was revived in 2005 for 18 lots and that the assurance agreement expired May 17, 2011 so the applicant requested an extension for May 17, 2014, citing economic concerns. He said staff recommends approval.

Chairman Searle asked what improvements remained. Mr. Joe Schnieder, president of Sonora Ventures said the project is 90% complete and that some water issues were being resolved with Pomerene Water District.

Chairman Searle called for the vote; approved 3-0.

Health & Social Services

26. Approve a Memorandum of Understanding between Cochise Health and Social Services (CHSS) and Chiricahua Community Health Centers, Inc. to share space in the Sierra Vista Foothills office and parking lot and space in the parking lot at Melody Lane complex near building A.

Ms. Mary Gomez, Health & Social Services Director, presented this item. Ms. Gomez explained that this MOU establishes a formal collaboration with one of their strategic partners to share space with Chiricahua Mobile Health Clinic (parking, lobby & restrooms) at the Foothills Center 1 day per week, which would be on same day Health Dept. is providing child immunizations. She reviewed the rest of the agreement and stated that this would be a great way to provide collaboration with health partners for the benefit of the public.

Vice-Chairman Call commented on parking areas at Foothills being used by Border Patrol and by the County, now. He suggested intermediate trial basis initially to try out idea. Ms. Gomez clarified that there is a 14-60 day notice provision in the agreement and explained that the term of the agreement is for 1year, with 2 two-year automatic renewals.

The Board directed Mr. Ortega to follow up with Border patrol regarding parking. Ms. Gomez was directed to bring back agreement for renewals; they should not be automatic.

Supervisor English made a motion to approve a Memorandum of Understanding between Cochise Health and Social Services (CHSS) and Chiricahua Community Health Centers, Inc. to share space in the Sierra Vista Foothills office

and parking lot and space in the parking lot at Melody Lane complex near building A. Chairman Searle seconded the motion.

Chairman Searle called for the vote; approved 3-0.

27. Approve the new subcontract, First Things First – Parents as Teachers, between the Easter Seals Blake Foundation and Cochise Health & Social Services, in the amount of \$287,439, for the period of 7/1/12 to 6/30/13.

Ms. Marylin Godfrey, Director of Health Start program, presented this item. She stated that the Health Start program has been in place for over 15 years to reduce health risks for term of pregnancy and first two years of child's life. She informed the Board that 3,000 families were currently in the target population and that they were looking for a way to expand services to this population. Cochise Health Services proposed a new program and received the award that will allow expanding services to 200 additional families. She stated that the partnership will reduce duplicated services and is 100% grant funded; the sub contract amount is \$287,439.

Supervisor English made a motion to approve the new subcontract, First Things First – Parents as Teachers, between the Easter Seals Blake Foundation and Cochise Health & Social Services, in the amount of \$287,439, for the period of 7/1/12 to 6/30/13. Chairman Searle seconded the motion.

Chairman Searle called for the vote; approved 3-0.

REPORT BY MICHAEL J. ORTEGA, COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS

Mr. Ortega reported that he will be meeting with County Managers Association on Friday to discuss legislative proposals. One proposal is to change language back on abandonments and border traffic patterns on the Arizona/Mexico border.

SUMMARY OF CURRENT EVENTS BY BOARD MEMBERS

REPORT BY SUPERVISOR PAT CALL, DISTRICT NO. 1
Vice-Chairman Call deferred.

REPORT BY SUPERVISOR ANN ENGLISH, DISTRICT NO. 2
Supervisor English deferred.

REPORT BY SUPERVISOR RICHARD SEARLE, DISTRICT NO. 3
Chairman Searle deferred.

Chairman Searle adjourned the meeting at 12:17 p.m.

Richard Searle, Chairman

ATTEST:

Katie Howard, Clerk of the Board

((SUPPORTING DOCUMENTATION IS AVAILABLE AT THE BOARD OF SUPERVISORS' OFFICE) at (520) 432-9200, FAX (520) 432-5016, TDD (520) 432-8360, 1415 Melody Lane, Building G, Bisbee, Arizona 85603.

Cochise Co. Demands 8.14.12

61287	07/18/2012	AZ Counties Insurance Pool	\$569,319.00	61363	07/19/2012	Kathy N. Bell, N.P.	\$2,100.00
61288	07/18/2012	AZ Department of Corrections - Douglas	\$81.00	61364	07/19/2012	Keefe Supply Company	\$2,121.09
61289	07/18/2012	AZ Department of Corrections - Douglas	\$90.00	61365	07/19/2012	Kennedy Partners, LLC	\$2,282.00
61290	07/18/2012	AZ State Treasurer	\$184,567.00	61366	07/19/2012	Language Line Services, Inc.	\$51.75
61291	07/18/2012	AZ Water Company	\$6,591.63	61367	07/19/2012	Matthew Bender & Co. Inc.	\$5,040.00
61292	07/18/2012	Cable One	\$99.95	61368	07/19/2012	Mundt, Lester E.	\$14.56
61293	07/18/2012	CDW Government	\$7,966.11	61369	07/19/2012	Nalley's Pit Stop	\$60.00
61294	07/18/2012	CenturyLink	\$4,987.29	61370	07/19/2012	National Animal Control Association - NACA	\$575.00
61295	07/18/2012	CenturyLink	\$157.09	61371	07/19/2012	National Asso Computer Voice Stress Analyst NACVSA	\$95.00
61296	07/18/2012	CenturyLink	\$4,920.73	61372	07/19/2012	Nyander, Penny Sue	\$17.50
61297	07/18/2012	Cochise Enterprises, LLC	\$13,800.00	61373	07/19/2012	Nyander, Penny Sue	\$145.00
61298	07/18/2012	Douglas, City of	\$138.83	61374	07/19/2012	Nyander, Penny Sue	\$30.80
61299	07/18/2012	Marsett, Donna	\$30.00	61375	07/19/2012	Oertel, Brian	\$34.72
61300	07/18/2012	Rummel Construction, Inc	\$48.27	61376	07/19/2012	Office of Vital Records	\$3,321.00
61301	07/18/2012	Sierra Vista, City of	\$1,973.36	61377	07/19/2012	Panayiotis A. Ellinas, MD MPH	\$625.00
61302	07/18/2012	Southwest Gas Corporation	\$3,383.76	61378	07/19/2012	Personnel Evaluation Inc.	\$20.00
61303	07/18/2012	Sprint	\$67.23	61379	07/19/2012	Quill Corporation	\$16.46
61304	07/18/2012	Sulphur Springs Valley Elec Coop, Inc.	\$155.41	61380	07/19/2012	Quill Corporation	\$1,234.55
61305	07/18/2012	Sulphur Springs Valley Elec Coop, Inc.	\$18,304.04	61381	07/19/2012	RDO Equipment Company	\$95.00
61306	07/18/2012	Thomson West	\$1,740.00	61382	07/19/2012	Recorded Books, LLC	\$352.67
61307	07/18/2012	Pedregal, Dora	\$350.00	61383	07/19/2012	Reed, Cynthia - Court Reporter	\$1,250.00
61308	07/18/2012	AOC Corrections Officer Retire	\$17,524.35	61384	07/19/2012	Rocky Mountain Info Network	\$200.00
61309	07/18/2012	Correction Officers	\$14,266.49	61385	07/19/2012	Savage, Mark	\$50.00
61310	07/18/2012	Public Safety Retirement Syst	\$76,937.09	61386	07/19/2012	Schlesinger, Aaron	\$67.50
61311	07/18/2012	Public Safety Retirement Syst	\$19,653.29	61387	07/19/2012	Schlesinger, Aaron	\$145.60
61312	07/19/2012	AZ Counties Insurance Pool	\$140,066.17	61388	07/19/2012	Schlesinger, Aaron	\$308.00
61313	07/19/2012	AZ Department of Corrections - Douglas	\$12.75	61389	07/19/2012	Sierra Vista Regional Health Center	\$225.06
61314	07/19/2012	AZ Department of Corrections - Douglas	\$29.75	61390	07/19/2012	Sierra Vista, City of	\$1,017.90
61315	07/19/2012	AZ Department of Environmental Quality	\$4,501.03	61391	07/19/2012	Sierra Vista, City of	\$19,233.24
61316	07/19/2012	AZ Department of Revenue	\$62.40	61392	07/19/2012	Stericycle Inc.	\$275.58
61317	07/19/2012	AZ Department of Transportation	\$37,654.50	61393	07/19/2012	Sulphur Springs Valley Elec Coop, Inc.	\$1,808.97
61318	07/19/2012	AZ Range News	\$2.33	61394	07/19/2012	Sulphur Springs Valley Elec Coop, Inc.	\$230.21
61319	07/19/2012	AZ Range News	\$1,054.73	61395	07/19/2012	Tax Certificate Consultant	\$1,952.04
61320	07/19/2012	AZ State Land Department	\$44.50	61396	07/19/2012	Thompson Publishing Group	\$438.50
61321	07/19/2012	AZ Supreme Court	\$2,625.00	61397	07/19/2012	Thompson West - West Payment Center	\$83.79
61322	07/19/2012	AZ Supreme Court	\$3,750.00	61398	07/19/2012	Thompson West - West Payment Center	\$1,270.39
61323	07/19/2012	Baird, Leslie A, CR	\$67.20	61399	07/19/2012	Tracker Software Corporation	\$2,841.00
61324	07/19/2012	Baker & Taylor, Inc.	\$1,652.18	61400	07/19/2012	Union Distributing Company of Tucson	\$12,179.54
61325	07/19/2012	Baker & Taylor, Inc.	\$47.01	61401	07/19/2012	Union Distributing Company of Tucson	\$21,614.22
61326	07/19/2012	Benson Family Dental Care, PC	\$320.00	61402	07/19/2012	United States Department of the Interior	\$14,125.00
61327	07/19/2012	Benson Police Department	\$854.00	61403	07/19/2012	USDA, APHIS	\$9,591.00
61328	07/19/2012	Bisbee Observer	\$228.69	61404	07/19/2012	Valley Imaging Solutions, Inc.	\$527.06
61329	07/19/2012	Bisbee, City of (Ambulance)	\$943.79	61405	07/19/2012	Valley Telephone Cooperative, Inc.	\$471.95
61330	07/19/2012	Border Construction Specialist	\$1,887.76	61406	07/19/2012	Valley Telephone Cooperative, Inc.	\$193.25
61331	07/19/2012	Bug-Wiser Exterminating, Inc.	\$180.00	61407	07/19/2012	Valley Telephone Cooperative, Inc.	\$192.82
61332	07/19/2012	Cardinal Health Inc.	\$236.05	61408	07/19/2012	Verizon Wireless	\$607.75
61333	07/19/2012	Centennial Contractors Enterprises, Inc.	\$10,243.65	61409	07/19/2012	Verizon Wireless	\$267.33
61334	07/19/2012	Center for Disease Detection, LLC	\$628.00	61410	07/19/2012	Villmer Court Reporting	\$250.00
61335	07/19/2012	Center Point Large Print	\$21.57	61411	07/19/2012	Villmer Court Reporting	\$250.00
61336	07/19/2012	CenturyLink	\$60.10	61412	07/19/2012	Villmer Court Reporting	\$500.00
61337	07/19/2012	CenturyLink	\$763.81	61413	07/19/2012	Waste Mgmt of AZ - Sierra Vista Hauling	\$361.46
61338	07/19/2012	CenturyLink	\$92.67	61414	07/19/2012	Waxie Sanitary Supply	\$5,491.55
61339	07/19/2012	CenturyLink	\$272.28	61415	07/19/2012	Waxie Sanitary Supply	\$152.30
61340	07/19/2012	CenturyLink	\$419.81	61416	07/19/2012	West Press	\$835.44
61341	07/19/2012	Cochise County Solid Waste Management	\$90.82	61417	07/19/2012	Western Emulsion, Inc	\$164,114.51
61342	07/19/2012	Computrust Software Corp.	\$502.50	61418	07/19/2012	WR Ryan Company	\$1,689.61
61343	07/19/2012	Copper Queen Community Hospital	\$173.01	61419	07/19/2012	Berry, Trudy	\$243.63
61344	07/19/2012	Copper Queen Community Hospital	\$2,392.98	61420	07/19/2012	Call, Pat	\$53.99
61345	07/19/2012	Copper Queen Community Hospital	\$2,273.74	61421	07/19/2012	Deneke, Buffy	\$123.20
61346	07/19/2012	Cornerstone Environmental Group, LLC	\$3,426.25	61422	07/19/2012	Lacombe, Kathleen A.	\$550.00
61347	07/19/2012	Delatorre, Alejandro O.	\$110.00	61423	07/19/2012	Luna, Marina	\$500.00
61348	07/19/2012	Dell Marketing L.P.,	\$254.99	61424	07/19/2012	MENDEZ MARCOS	\$700.00
61349	07/19/2012	Deluxe Business Forms	\$3,428.98	61425	07/19/2012	Montano, Elanie R.	\$500.00
61350	07/19/2012	Diamond Drugs Inc.	\$4,462.91	61426	07/19/2012	Moore Wallace dba RR Donnelley	\$37,050.00
61351	07/19/2012	Ditch Witch of AZ	\$1,687.75	61427	07/19/2012	Prince, Jodi	\$8.40
61352	07/19/2012	Dorado Personnel, Sierra Vista Personnel	\$3,219.75	61428	07/19/2012	Vista de la Sierra	\$45.00
61353	07/19/2012	Empire Southwest LLC	\$34,065.38	61429	07/19/2012	Anderson, Angela	\$58.24
61354	07/19/2012	EnvisionWare, Inc.	\$1,011.53	61430	07/19/2012	Ellsworth, Ronald	\$71.00
61355	07/19/2012	Fleet Management Special Services Section	\$58.02	61431	07/19/2012	Evans, Michael B	\$219.25
61356	07/19/2012	Goen's Tow-En	\$100.00	61432	07/19/2012	Millet, Sonia	\$37.16
61357	07/19/2012	Granite Construction Company	\$2,148.43	61433	07/19/2012	Nikitas, Danny	\$130.00
61358	07/19/2012	HealthCare Systems Development	\$12,000.00	61434	07/19/2012	Rivera, Martha	\$44.00
61359	07/19/2012	Honeman, Van G. RDR	\$28.00	61435	07/19/2012	Truitt, Pamela	\$31.92
61360	07/19/2012	Honeman, Van G. RDR	\$268.80	61436	07/26/2012	Tucson Medical Center	\$1,656.49
61361	07/19/2012	Honeman, Van G. RDR	\$39.20	61437	07/23/2012	Bank of New York	\$777,037.50
61362	07/19/2012	Hurricane Sweeping, LLC	\$11,780.00				

61438	07/25/2012	AZ Department of Revenue	\$50.00	61515	07/26/2012	AZ Department of Corrections - Douglas	\$25.50
61439	07/25/2012	Burse & Associates, P.C.	\$253.89	61516	07/26/2012	AZ Department of Corrections - Douglas	\$214.50
61440	07/25/2012	Citibank (South Dakota), N.A.	\$20.67	61517	07/26/2012	AZ Department of Corrections - Douglas	\$63.00
61441	07/25/2012	CitiFinancial-Chandler	\$48.94	61518	07/26/2012	AZ Department of Corrections - Douglas	\$102.00
61442	07/25/2012	Colonial Supplemental Insurance	\$29.50	61519	07/26/2012	AZ Department of Corrections - Douglas	\$371.50
61443	07/25/2012	Correction Officers	\$250.53	61520	07/26/2012	AZ Department of Corrections - Douglas	\$12.75
61444	07/25/2012	DCS	\$354.19	61521	07/26/2012	AZ Department of Corrections - Douglas	\$426.00
61445	07/25/2012	DeConcini McDonald Yetwin	\$367.52	61522	07/26/2012	AZ Department of Transportation	\$2,171.92
61446	07/25/2012	Discover Bank	\$230.59	61523	07/26/2012	AZ Family Care Associates (AFCA)	\$29.76
61447	07/25/2012	GMAC, c/o Jennifer A. Christie	\$20.30	61524	07/26/2012	AZ Office of Tourism	\$300.00
61448	07/25/2012	Guglielmo, Paul D.	\$195.63	61525	07/26/2012	AZ Range News	\$184.54
61449	07/25/2012	JP Morgan Chase	\$930,773.95	61526	07/26/2012	AZ State Prison Complex - Fort Grant	\$80.00
61450	07/25/2012	JP Morgan Chase	\$38,086.00	61527	07/26/2012	AZ State Prison Complex - Fort Grant	\$183.56
61451	07/25/2012	JP Morgan Chase	\$299,040.90	61528	07/26/2012	AZ State Prison Complex - Fort Grant	\$105.00
61452	07/25/2012	NACO West	\$23,261.98	61529	07/26/2012	AZ State Prison Complex - Fort Grant	\$2,112.60
61453	07/25/2012	National Bank	\$8,297.72	61530	07/26/2012	AZ State Prison Complex - Fort Grant	\$135.00
61454	07/25/2012	NYS Child Support Processing Center	\$573.05	61531	07/26/2012	AZ State Prison Complex - Fort Grant	\$244.66
61455	07/25/2012	NYS Child Support Processing Center	\$48.00	61532	07/26/2012	AZ State Prison Complex - Fort Grant	\$63.19
61456	07/25/2012	NYS Child Support Processing Center	\$17.00	61533	07/26/2012	AZ Supreme Court	\$732.39
61457	07/25/2012	Opal Financial, LLC	\$213.06	61534	07/26/2012	AZ Supreme Court	\$14,850.00
61458	07/25/2012	Public Safety Retirement Syst	\$302.75	61535	07/26/2012	Asphalt Busters	\$8,141.22
61459	07/25/2012	Public Safety Retirement Syst	\$1,001.80	61536	07/26/2012	AZ Assoc of County School Superintendents	\$410.00
61460	07/25/2012	Seidberg Law Offices, P.C.	\$317.00	61537	07/26/2012	Baker & Taylor, Inc.	\$1,602.65
61461	07/25/2012	Sheakley Pension Administratio	\$812.25	61538	07/26/2012	Bisbee Observer	\$169.94
61462	07/25/2012	Support Payment Clearinghouse	\$5,905.40	61539	07/26/2012	Bisbee Observer	\$273.40
61463	07/25/2012	TIAA-CREF as agent for JPMorgan Chase	\$2,309.00	61540	07/26/2012	Bisbee, City of (Ambulance)	\$986.89
61464	07/25/2012	U.S. Department of Education	\$160.79	61541	07/26/2012	Bob Barker Company, Inc.	\$630.97
61465	07/25/2012	United Way	\$80.00	61542	07/26/2012	Bradley R. Johnson, MD, PLLC	\$500.00
61466	07/25/2012	AZ Public Service (APS)	\$39.46	61543	07/26/2012	Bradley R. Johnson, MD, PLLC	\$500.00
61467	07/25/2012	AZ Water Company	\$5,432.47	61544	07/26/2012	Center for Disease Detection, LLC	\$18.00
61468	07/25/2012	Benson, City of	\$355.06	61545	07/26/2012	CenturyLink	\$30.99
61469	07/25/2012	Bowie Water Improvement District	\$39.79	61546	07/26/2012	CenturyLink	\$556.70
61470	07/25/2012	CenturyLink	\$2,270.80	61547	07/26/2012	CenturyLink	\$64.96
61471	07/25/2012	Micro Distributing II, LTD	\$7,170.00	61548	07/26/2012	CenturyLink	\$31.60
61472	07/25/2012	Pueblo del Sol Water Company	\$178.39	61549	07/26/2012	Cochise College	\$160.00
61473	07/25/2012	Southwest Gas Corporation	\$122.26	61550	07/26/2012	Cochise County Assoc for the Handicapped	\$58.40
61474	07/25/2012	Staples	\$1,111.83	61551	07/26/2012	Cochise Enterprises, LLC	\$4,648.00
61475	07/25/2012	Sulphur Springs Valley Elec Coop, Inc.	\$1,799.93	61552	07/26/2012	Columbian Assoc/Sierra Vista	\$125.00
61476	07/25/2012	Sulphur Springs Valley Elec Coop, Inc.	\$4,545.11	61553	07/26/2012	Concord General Contracting, Inc.	\$205,774.52
61477	07/25/2012	Technical Resource Management, Inc.	\$986.90	61554	07/26/2012	Copper Queen Community Hospital	\$1,092.35
61478	07/25/2012	United Fire Equipment Co	\$674.00	61555	07/26/2012	Copper Queen Community Hospital	\$1,189.72
61479	07/25/2012	Valley Telephone Cooperative, Inc.	\$1,981.74	61556	07/26/2012	Copper Queen Community Hospital	\$94.00
61480	07/25/2012	Valley Telephone Cooperative, Inc.	\$286.93	61557	07/26/2012	Copper Queen Community Hospital	\$191.00
61481	07/25/2012	Verizon Wireless	\$767.57	61558	07/26/2012	County Supervisors Association	\$46,251.00
61482	07/25/2012	AZ Criminal Justice Commission	\$3,653.85	61559	07/26/2012	Diamond Drugs Inc.	\$6,063.84
61483	07/25/2012	Bonham, Marsha	\$10.00	61560	07/26/2012	Diehl, Helene Joyce	\$122.50
61484	07/25/2012	Housing Authority of Cochise County	\$35,573.67	61561	07/26/2012	DiRoberto, Joseph	\$6,158.00
61485	07/25/2012	US Postal Service	\$20,000.00	61562	07/26/2012	Dobson, Donna J.	\$41.60
61486	07/25/2012	US Postal Service	\$10,000.00	61563	07/26/2012	Dorado Personnel, Sierra Vista Personnel	\$3,726.00
61487	07/26/2012	Bell, Nancy	\$103.72	61564	07/26/2012	Douglas Police Department	\$4,279.85
61488	07/26/2012	Cardona, Roberta M	\$91.37	61565	07/26/2012	EcoWater of Sierra Vista	\$228.59
61489	07/26/2012	Duncan, Brandie	\$13.44	61566	07/26/2012	Eisenlord, Martha	\$100.00
61490	07/26/2012	Giacoletti, Robyn	\$90.60	61567	07/26/2012	Elkins, Martha R	\$260.00
61491	07/26/2012	Gonzales, Mary Ann	\$122.59	61568	07/26/2012	Ellis Towing LLC	\$240.50
61492	07/26/2012	Hammock, Lynn Marie	\$3.39	61569	07/26/2012	Emily Lorna Danies, Esq.	\$125.00
61493	07/26/2012	Holley, Keith	\$15.11	61570	07/26/2012	FasPsych, LLC	\$1,267.50
61494	07/26/2012	Jordan, Julia	\$118.37	61571	07/26/2012	Federal Express Corporation	\$35.55
61495	07/26/2012	Kelley, Andrea	\$36.46	61572	07/26/2012	Frederick and Associates	\$440.00
61496	07/26/2012	Lewkowitz, Seth	\$121.77	61573	07/26/2012	Galvez, Juan	\$150.00
61497	07/26/2012	Miller, Donna	\$92.88	61574	07/26/2012	Graves, Brigitte	\$150.00
61498	07/26/2012	Mitten, Carrie	\$98.51	61575	07/26/2012	Hamilton, Linda T.	\$1,119.62
61499	07/26/2012	Murray, Kayli	\$52.24	61576	07/26/2012	Heinzl, Joe Lawrence Esq.	\$984.68
61500	07/26/2012	Niswonger, Kathleen	\$22.67	61577	07/26/2012	Holman, Kimberly	\$150.00
61501	07/26/2012	Nunez, Socorro (Corie)	\$8.44	61578	07/26/2012	JB Investigations, LLC	\$107.98
61502	07/26/2012	Perry, Joseph	\$114.44	61579	07/26/2012	JE Fuller/Hydrology & Geomorphology, Inc.	\$28,936.00
61503	07/26/2012	Phillower, Elizabeth C.	\$222.72	61580	07/26/2012	Joseph Daniel & Meyer, Inc.	\$576.00
61504	07/26/2012	Saavedra, Brenda	\$46.63	61581	07/26/2012	Keefe Supply Company	\$1,821.00
61505	07/26/2012	Santa Cruz, Frances	\$126.23	61582	07/26/2012	Kelly, Peter A.	\$14,141.53
61506	07/26/2012	Sawinski, Cindy	\$116.55	61583	07/26/2012	Laboratory Corporation of America	\$591.00
61507	07/26/2012	Selleck, Andrea	\$161.32	61584	07/26/2012	Laura E. Udall, Esq. dba Cooper & Udall	\$4,042.80
61508	07/26/2012	Stuppi, Victor	\$51.47	61585	07/26/2012	Law Office of Daniel DeRienzo PLLC	\$662.00
61509	07/26/2012	Sutton, Marilyn	\$24.41	61586	07/26/2012	Lee Harbers, Consultant	\$25,150.00
61510	07/26/2012	A Check America	\$57.50	61587	07/26/2012	Levitt, Harriette P.	\$360.12
61511	07/26/2012	Alternative Counseling Service, Inc	\$2,354.00	61588	07/26/2012	McGowan, Mark J.	\$4,058.00
61512	07/26/2012	Amity, Inc.	\$5,795.00	61589	07/26/2012	McNeil's Custom Engraving	\$175.08
61513	07/26/2012	AZ Counties Insurance Pool	\$5,149.56	61590	07/26/2012	Metropolitan Tucson CVB	\$412.00
61514	07/26/2012	AZ County Health Officers Assoc (ALHOA)	\$200.00	61591	07/26/2012	MGM Associates, Inc.	\$1,391.03

61592	07/26/2012	Miller, Laura	\$200.00	61668	08/01/2012	Aviation Insurance Services	\$7,000.00
61593	07/26/2012	Morris, Patricia	\$150.00	61669	08/01/2012	CenturyLink	\$128.60
61594	07/26/2012	North County Fire Protection District	\$1,407.05	61670	08/01/2012	CenturyLink	\$31.77
61595	07/26/2012	Office Max	\$260.98	61671	08/01/2012	Clear Springs Utility, Inc.	\$47.60
61596	07/26/2012	Pima County Public Defender's Office	\$474.00	61672	08/01/2012	Southwest Gas Corporation	\$155.60
61597	07/26/2012	Pitney Bowes, Inc.	\$423.82	61673	08/01/2012	Sulphur Springs Valley Elec Coop, Inc.	\$570.68
61598	07/26/2012	Poliquin, Angela C.	\$55.00	61674	08/01/2012	Sulphur Springs Valley Elec Coop, Inc.	\$971.99
61599	07/26/2012	Presidio Distribution	\$45.00	61675	08/01/2012	Sulphur Springs Valley Elec Coop, Inc.	\$550.57
61600	07/26/2012	Presidio Distribution	\$15.00	61676	08/01/2012	Waste Mgmt of AZ - Sierra Vista Hauling	\$231.88
61601	07/26/2012	Pursell, Barbara Joan	\$169.21	61677	08/01/2012	Ortega, Michael J.	\$911.12
61602	07/26/2012	Quill Corporation	\$175.59	61678	08/02/2012	AOC Corrections Officer Retire	\$17,798.93
61603	07/26/2012	Recall Secure Destruction Service, Inc.	\$111.98	61679	08/02/2012	Correction Officers	\$14,045.27
61604	07/26/2012	Recorded Books, LLC	\$33.00	61680	08/02/2012	JP Morgan Chase	\$217,960.51
61605	07/26/2012	Sierra Vista Herald/Bisbee Daily Review	\$150.00	61681	08/02/2012	Public Safety Retirement Syst	\$19,653.29
61606	07/26/2012	Sierra Vista Herald/Bisbee Daily Review	\$805.16	61682	08/02/2012	Public Safety Retirement Syst	\$76,048.86
61607	07/26/2012	Smith, Robert L.	\$7,365.40	61683	08/02/2012	Adele Drumlevitch, Attorney-At-Law	\$3,199.72
61608	07/26/2012	Sonora Quest Laboratories LLC	\$24.01	61684	08/02/2012	Aegis Communications	\$100.00
61609	07/26/2012	Southeastern AZ Behavioral Health Svs- SEABHS, Inc.	\$69,650.00	61685	08/02/2012	AmeriPride Linen and Apparel Service	\$36.56
61610	07/26/2012	Sparkletts	\$32.76	61686	08/02/2012	AmeriPride Linen and Apparel Service	\$171.93
61611	07/26/2012	St. Patrick Church	\$900.00	61687	08/02/2012	AZ Chief Probation Officer Association	\$100.00
61612	07/26/2012	Staples	\$1,587.48	61688	08/02/2012	AZ Court Interpreter's Association	\$30.00
61613	07/26/2012	Streitfeld, Stephen V. MD PC	\$1,750.00	61689	08/02/2012	AZ Department of Corrections - Douglas	\$429.75
61614	07/26/2012	Sulphur Springs Valley Elec Coop, Inc.	\$1,062.14	61690	08/02/2012	AZ Department of Corrections - Douglas	\$29.75
61615	07/26/2012	Thompson West - West Payment Center	\$271.67	61691	08/02/2012	AZ Department of Corrections - Douglas	\$88.00
61616	07/26/2012	Thomson West	\$269.47	61692	08/02/2012	AZ Drive Guide	\$1,423.10
61617	07/26/2012	Tombstone Resources, Inc.	\$9,873.00	61693	08/02/2012	AZ Justice Conference Regisistration (AAOC)	\$175.00
61618	07/26/2012	Tyler Technologies, Inc.	\$3,139.11	61694	08/02/2012	AZ Justice of the Peace Association	\$100.00
61619	07/26/2012	Tyler Technologies, Inc.	\$3,139.11	61695	08/02/2012	AZ Range News	\$55.80
61620	07/26/2012	Tyler Technologies, Inc.	\$7,465.47	61696	08/02/2012	AZ Rural Schools Association (ARSA)	\$225.00
61621	07/26/2012	Tyler Technologies, Inc.	\$3,139.11	61697	08/02/2012	AZ State Prison Complex - Fort Grant	\$75.00
61622	07/26/2012	Union Distributing Company of Tucson	\$9,738.08	61698	08/02/2012	AZ State Prison Complex - Fort Grant	\$47.39
61623	07/26/2012	University Physicians, Inc.	\$1,500.00	61699	08/02/2012	AZ Supreme Court	\$350.30
61624	07/26/2012	Valley Telephone Cooperative, Inc.	\$50.85	61700	08/02/2012	AZ Supreme Court	\$1.50
61625	07/26/2012	Verizon Wireless	\$344.62	61701	08/02/2012	AZ Supreme Court	\$4,500.00
61626	07/26/2012	Verizon Wireless	\$55.13	61702	08/02/2012	AZ Supreme Court	\$5,625.00
61627	07/26/2012	Verizon Wireless	\$58.46	61703	08/02/2012	Ascent Aviation Group, Inc.	\$14.59
61628	07/26/2012	West Press	\$50.40	61704	08/02/2012	Baker & Taylor, Inc.	\$848.72
61629	07/26/2012	Wick Communications	\$378.00	61705	08/02/2012	Benson Unified School District	\$4,183.86
61630	07/26/2012	Wolken, Daniel	\$150.00	61706	08/02/2012	Bisbee Towing	\$125.00
61631	07/26/2012	AZ Association of Counties	\$175.00	61707	08/02/2012	Brian Lockhart Architect Ltd	\$4,175.00
61632	07/26/2012	AZ Department of Public Safety	\$67.00	61708	08/02/2012	Burick Esq, Bernadette	\$10,729.62
61633	07/26/2012	Arthur J. Gallagher & Co	\$125.00	61709	08/02/2012	Cardinal, Laura (Attorney)	\$201.75
61634	07/26/2012	Call, Pat	\$53.99	61710	08/02/2012	Catholic Community Services	\$1,330.00
61635	07/26/2012	Cochise County Justice Court #4	\$5.00	61711	08/02/2012	CenturyLink	\$42.78
61636	07/26/2012	Cochise County Sheriff's Department	\$21.01	61712	08/02/2012	CenturyLink	\$194.88
61637	07/26/2012	Jones, Kelley S	\$46.36	61713	08/02/2012	CenturyLink	\$1,748.00
61638	07/26/2012	Meza, Rene	\$700.00	61714	08/02/2012	CenturyLink	\$287.07
61639	07/26/2012	Morales, Julie	\$84.95	61715	08/02/2012	CenturyLink	\$96.49
61640	07/26/2012	Moreno, Luis Fernando Serrano	\$80.00	61716	08/02/2012	Cochise Enterprises, LLC	\$8,516.00
61641	07/26/2012	Nationwide Vision Center	\$279.99	61717	08/02/2012	Copper Queen Community Hospital	\$11,505.62
61642	07/26/2012	Prince, Jodi	\$4.20	61718	08/02/2012	Copper Queen Community Hospital	\$967.00
61643	07/26/2012	Schlesinger, Aaron	\$149.00	61719	08/02/2012	Corporate Destination Services of AZ, Inc.	\$500.00
61644	07/26/2012	Schlesinger, Aaron	\$1,034.00	61720	08/02/2012	County Managers Association of AZ	\$100.00
61645	07/26/2012	Sierra Vista Magistrate Court	\$376.00	61721	08/02/2012	Craig Williams Attorney at Law, PLLC	\$1,087.85
61646	07/26/2012	USAA Subrogee	\$14.36	61722	08/02/2012	Crop Production Service Inc	\$6,928.24
61647	07/26/2012	Brauchla, Gary	\$64.96	61723	08/02/2012	Cuscito, Cindy K.	\$175.00
61648	07/26/2012	Eberwein, Gerald	\$12.32	61724	08/02/2012	Devere, James T.	\$775.50
61649	07/26/2012	Edelman, Sanford	\$92.00	61725	08/02/2012	Dieter, Phil & Audine	\$100.00
61650	07/26/2012	Edie, Patricia	\$40.88	61726	08/02/2012	Dorado Personnel, Sierra Vista Personnel	\$3,064.50
61651	07/26/2012	Eric Levy, Esq.	\$68.00	61727	08/02/2012	Federal Express Corporation	\$55.00
61652	07/26/2012	Honorable Trevor L. Ward	\$40.32	61728	08/02/2012	Five Star Publishing	\$314.39
61653	07/26/2012	Jenkins, Clarence	\$92.00	61729	08/02/2012	Fleet Management Central Office	\$25.00
61654	07/26/2012	Jones, Erin	\$92.00	61730	08/02/2012	Frank Tadeo's Chevron Service	\$15.00
61655	07/26/2012	Kelly, Tanja	\$75.00	61731	08/02/2012	Frank's Fix It Shop	\$40.00
61656	07/26/2012	Lynch, Jim	\$24.53	61732	08/02/2012	Herrin, Kathryn	\$30.00
61657	07/26/2012	Miller, Carmen	\$49.50	61733	08/02/2012	Honorable Kimberly Corsaro	\$98.56
61658	07/26/2012	Romero, Todd	\$75.00	61734	08/02/2012	John R. Gustafson, Esq.	\$713.69
61659	07/26/2012	Suagee, Mark A	\$24.00	61735	08/02/2012	John William Lovell, PC	\$2,854.28
61660	07/26/2012	Wales, Shawn	\$25.76	61736	08/02/2012	Keefe Supply Company	\$2,026.18
61661	08/02/2012	Apria Healthcare, Inc.	\$1,140.16	61737	08/02/2012	Kuttner, Barbara L	\$12.32
61662	08/02/2012	Gonzalez, Jose I.	\$16.29	61738	08/02/2012	Kuttner, Barbara L	\$12.32
61663	07/30/2012	US Postal Service	\$10,000.00	61739	08/02/2012	La Casita, Mex, Restaurant and Cantina	\$1,372.50
61664	08/01/2012	AZ Public Service (APS)	\$948.19	61740	08/02/2012	Law by George, PLLC	\$1,924.64
61665	08/01/2012	AZ Public Service (APS)	\$54,926.01	61741	08/02/2012	Law Offices of Joseph Mendoza PLLC	\$7,079.16
61666	08/01/2012	AZ Public Service (APS)	\$2,500.46	61742	08/02/2012	LightSquared LP	\$209.25
61667	08/01/2012	AZ Water Company	\$160.84	61743	08/02/2012	Lindstrom, Jason A.	\$318.79
				61744	08/02/2012	Livingbattlefield, LLC	\$139.90

61745	08/02/2012	Lowell A. Jensen, PLC	\$910.00	61821	08/02/2012	Dagnino, Felix A	\$24.00
61746	08/02/2012	Madrid, Isabel	\$190.00	61822	08/02/2012	Godfrey, Marilyn	\$5.60
61747	08/02/2012	Matchett, Edward W.	\$1,320.00	61823	08/02/2012	Martzke, James	\$69.89
61748	08/02/2012	Mattson, Luanne	\$2,900.00	61824	08/02/2012	Oertel, Brian	\$23.80
61749	08/02/2012	McNeil's Custom Engraving	\$202.50	61825	08/02/2012	Scull, Delcy G	\$68.00
61750	08/02/2012	Merle's Automotive Supply, Inc.	\$24.76	61826	08/02/2012	Searle, Richard	\$34.00
61751	08/02/2012	Merle's Automotive Supply, Inc.	\$182.75	61827	08/02/2012	Willhite, Michael D.	\$24.00
61752	08/02/2012	Merle's Automotive Supply, Inc.	\$2,333.09	61828	08/06/2012	Pitney Bowes Reserve Account	\$10,000.00
61753	08/02/2012	Merle's Automotive Supply, Inc.	\$201.65	61830	08/07/2012	AFLAC	\$11,300.92
61754	08/02/2012	Mundt, Lester E.	\$51.52	61831	08/07/2012	Government Finance Officers Association	\$105.00
61755	08/02/2012	Natale, Gail Gianasi	\$1,341.20	61832	08/07/2012	Cochise County Finance Revolving Fund	\$6.75
61756	08/02/2012	National Animal Control Association - NACA	\$575.00	61833	08/07/2012	Pitney Bowes Reserve Account	\$30,000.00
61757	08/02/2012	Nina L. Caples, P.C.	\$857.80	61834	08/07/2012	Pitney Bowes Reserve Account	\$10,000
61758	08/02/2012	Northern AZ University	\$7,500.00				
61759	08/02/2012	Pacific Rim Capital Corp.	\$70.00				
61760	08/02/2012	Prisoner Trans Services America LLC (PTS)	\$2,974.20				
61761	08/02/2012	Ralph Malanga, PC	\$3,146.10				
61762	08/02/2012	Recorded Books, LLC	\$92.47				
61763	08/02/2012	Reed, Cynthia - Court Reporter	\$750.00				
61764	08/02/2012	Reed, Cynthia - Court Reporter	\$1,000.00				
61765	08/02/2012	Robles, Renne B.	\$100.00				
61766	08/02/2012	Ronald Zack PLC	\$3,250.56				
61767	08/02/2012	Ryan, William F	\$81.76				
61768	08/02/2012	Senn Freight Lines, Inc.	\$181.44				
61769	08/02/2012	Simmons, Sylvia	\$390.00				
61770	08/02/2012	Slaton Law Office, P.C.	\$336.90				
61771	08/02/2012	SourceCorp	\$3,442.12				
61772	08/02/2012	Southeastern AZ Behavioral Health Svs- SEABHS, Inc.	\$1,650.00				
61773	08/02/2012	Southwest Disposal LC	\$68.37				
61774	08/02/2012	Southwest Gas Corporation	\$35.50				
61775	08/02/2012	Stamback Septic Service	\$447.32				
61776	08/02/2012	Staples	\$1,642.47				
61777	08/02/2012	Stericycle Inc.	\$300.10				
61778	08/02/2012	SunTrust Leasing Corp.	\$27,646.15				
61779	08/02/2012	The Go Travel Sites	\$3,500.00				
61780	08/02/2012	The Go Travel Sites	\$40.00				
61781	08/02/2012	Thompson West - West Payment Center	\$6,551.09				
61782	08/02/2012	Trebilcock, Robert Esq.	\$2,158.95				
61783	08/02/2012	U.S. Healthworks Medical Group of AZ, PC	\$159.00				
61784	08/02/2012	Union Distributing Company of Tucson	\$13,444.80				
61785	08/02/2012	Union Distributing Company of Tucson	\$79,022.89				
61786	08/02/2012	Union Distributing Company of Tucson	\$2,050.62				
61787	08/02/2012	Union Distributing Company of Tucson	\$18,114.57				
61788	08/02/2012	University Physicians, Inc.	\$500.00				
61789	08/02/2012	Valley Telephone Cooperative, Inc.	\$52.50				
61790	08/02/2012	Verizon Wireless	\$800.65				
61791	08/02/2012	Verizon Wireless	\$269.62				
61792	08/02/2012	Verizon Wireless	\$251.04				
61793	08/02/2012	Versatile Information Products, Inc	\$384.48				
61794	08/02/2012	Villmer Court Reporting	\$250.00				
61795	08/02/2012	Waste Mgmt of AZ - Sierra Vista Hauling	\$115.42				
61796	08/02/2012	Wells Fargo Bank	\$100.00				
61797	08/02/2012	Wernette, Christina Lynn	\$35.00				
61798	08/02/2012	West Press	\$423.79				
61799	08/02/2012	Williams, Nancy N.	\$24.64				
61800	08/02/2012	Williams, Nancy N.	\$24.64				
61801	08/02/2012	Williams, Nancy N.	\$25.20				
61802	08/02/2012	Williams, Nancy N.	\$100.24				
61803	08/02/2012	WR Ryan Company	\$139.12				
61804	08/02/2012	Zumar Industries Inc	\$3,846.74				
61805	08/02/2012	Anderson, Angela	\$29.12				
61806	08/02/2012	Anderson, Mary J.	\$167.00				
61807	08/02/2012	Benson Family Dental Care, PC	\$105.00				
61808	08/02/2012	Cochise County Juvenile Court Services	\$1,169.96				
61809	08/02/2012	Cochise County Sheriff's Department	\$979.30				
61810	08/02/2012	Cochise County Sheriff's Department	\$68.45				
61811	08/02/2012	Cooper, Zoya Aly	\$294.10				
61812	08/02/2012	Espy, April	\$321.00				
61813	08/02/2012	Lopez, Josette A.	\$500.00				
61814	08/02/2012	Schlesinger, Aaron	\$44.80				
61815	08/02/2012	Schlesinger, Aaron	\$72.80				
61816	08/02/2012	Schlesinger, Aaron	\$75.60				
61817	08/02/2012	Wooley, Stacey	\$164.90				
61818	08/02/2012	Acuna, Gloria	\$171.64				
61819	08/02/2012	Berry, Trudy	\$82.00				
61820	08/02/2012	Cook, Matthew A	\$36.68				

Regular Board of Supervisors Meeting

Meeting Date: 08/28/2012

Apache School District Election Cancellation

Submitted By: Trudy Berry, County Schools

Department: County Schools

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 1

Submitted for Signature:

**NAME
of PRESENTER:** Trudy Berry

**TITLE
of PRESENTER:** County
School
Supt.

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate

**Source of Mandate
or Basis for Support?:**

Information

Agenda Item Text:

Adopt Resolution 12-38, cancelling the Apache District #42 Governing Board Election for one 4-year-term board seat up for election and appointing the one candidate (Don Kimble) who filed to run in the election to fill the open board position, with all the powers and duties of that office as if elected to that office, effective the first day of January, 2013.

Background:

Election Statute 15-424 D. If only one person files or no person files a nominating petition for an election to fill a district office, the board of supervisors up to seventy-five days before the election, may cancel the election for the position and appoint the person who filed the nominating petition to fill the position.

Department's Next Steps (if approved):

Remove election from November 6 ballot

Impact of NOT Approving/Alternatives:

Item will appear on the ballot.

To BOS Staff: Document Disposition/Follow-Up:

Provide one copy of the Resolution for BOS signature.

Attachments

Cancel Election and Appoint - Apache 2012- 1 Candidate

RESOLUTION 12-__

CANCELING THE APACHE DISTRICT #42 SCHOOL BOARD ELECTION AND APPOINTING THE ONE CANDIDATE WHO FILED TO RUN IN THE ELECTION TO THE ONE 4-YEAR BOARD SEAT UP FOR ELECTION, EFFECTIVE THE 1ST DAY OF JANUARY, 2013

WHEREAS, in accordance with the provisions of A.R.S. § 15-424.A, the **Apache District #42** Board called for an election for one 4-year board seat to be held November 6, 2012; and

WHEREAS, on August 8, 2012, the date set pursuant to A.R.S. § 16-311.B, only one candidate has filed for the one 4-year seat up for election; and

WHEREAS, pursuant to A.R.S. § 15-424.D, in the event that only one person submits a petition for an election to fill a district office, the Board of Supervisors is authorized to cancel the election for the position and appoint that person to fill the position, subject to not having any write-in candidates prior to August 22, 2012; and

WHEREAS, pursuant to this same statute, if no person files a nominating petition for an election to fill a district office, the Board of Supervisors may cancel the election for that office and declare it vacant, to be filled as provided in section 15-302.A(3),

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Cochise County that the **Apache District #42** Board Election scheduled for November 6, 2012 is hereby canceled.

FURTHER, BE IT RESOLVED that **Don Kimble** is hereby appointed to fill the open 4-year board position on the **Apache District #42** Board, with all the powers and duties of that office as if elected to that office, effective the 1st day of January, 2013.

RESOLUTION 12-__

**Re: Canceling The Apache District #42 School Board Election And
Appointing The One Candidate Who Filed To Run In The Election To
The One 4-Year Board Seat Up For Election, Effective The 1st Day Of
January, 2013**

Page 2

PASSED AND ADOPTED this 28th day of August, 2012.

Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard
Clerk of the Board

Britt W. Hanson, Chief Civil
Deputy County Attorney

Consent 4.
County Schools

Regular Board of Supervisors Meeting

Meeting Date: 08/28/2012

Ash Creek School Election Cancellation

Submitted By: Trudy Berry, County Schools

Department: County Schools

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 1

Submitted for Signature:

**NAME
of PRESENTER:** Trudy Berry

**TITLE
of PRESENTER:** County
School
Supt.

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate

**Source of Mandate
or Basis for Support?:**

Information

Agenda Item Text:

Adopt Resolution 12-39, cancelling the Ash Creek District #53 Governing Board Election for two 4-year-term board seats up for election and appointing the two candidates (Jessica Dilworth, Greg Lee) who filed to run in the election to fill the open board positions, with all the powers and duties of that office as if elected to that office, effective the first day of January, 2013.

Background:

Election Statute 15-424 D. If only one person files or no person files a nominating petition for an election to fill a district office, the board of supervisors up to seventy-five days before the election, may cancel the election for the position and appoint the person who filed the nominating petition to fill the position.

Department's Next Steps (if approved):

Remove election from the November 6 ballot.

Impact of NOT Approving/Alternatives:

Item will appear on the ballot.

To BOS Staff: Document Disposition/Follow-Up:

Provide one copy of the Resolution for BOS signature.

Attachments

Cancel Election and Appoint - Ash Creek 2012- 2 Candidates

RESOLUTION 12-__

CANCELING THE ASH CREEK DISTRICT #53 SCHOOL BOARD ELECTION AND APPOINTING THE TWO CANDIDATES WHO FILED TO RUN IN THE ELECTION TO THE TWO 4-YEAR BOARD SEATS UP FOR ELECTION, EFFECTIVE THE 1ST DAY OF JANUARY, 2013

WHEREAS, in accordance with the provisions of A.R.S. § 15-424.A, the **Ash Creek District #53** Board called for an election for two 4-year board seats to be held November 6, 2012; and

WHEREAS, on August 8, 2012, the date set pursuant to A.R.S. § 16-311.B, only two candidates have filed for the two 4-year seats up for election; and

WHEREAS, pursuant to A.R.S. § 15-424.D, in the event that only one person submits a petition for an election to each position on the board of a school district, the Board of Supervisors is authorized to cancel the election and appoint that person to fill the position, subject to not having any write-in candidates prior to August 22, 2012; and

WHEREAS, pursuant to this same statute, if no person files a nominating petition for an election to fill a district office, the Board of Supervisors may cancel the election for that office and declare it vacant, to be filled as provided in section 15-302.A(3),

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Cochise County that the **Ash Creek District #53** Board Election scheduled for November 6, 2012 is hereby canceled.

FURTHER, BE IT RESOLVED that **Jessica Dilworth and Greg Lee** be hereby appointed to fill the open 4-year board positions on the **Ash Creek District #53** Board, with all the powers and duties of that office as if elected to that office, effective the 1st day of January, 2013.

RESOLUTION 12-__

**Re: Canceling The Ash Creek District #53 School Board Election And
Appointing The Two Candidates Who Filed To Run In The Election To
The Two 4-Year Board Seats Up For Election, Effective The 1st Day Of
January, 2013**

Page 2

PASSED AND ADOPTED this 28th day of August, 2012.

Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard
Clerk of the Board

Britt W. Hanson, Chief Civil
Deputy County Attorney

Regular Board of Supervisors Meeting

Meeting Date: 08/28/2012

Bowie School District Election Cancellation

Submitted By: Trudy Berry, County Schools

Department: County Schools

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 1

Submitted for Signature:

**NAME
of PRESENTER:** Trudy Berry

**TITLE
of PRESENTER:** Trudy
Berry

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate

**Source of Mandate
or Basis for Support?:**

Information

Agenda Item Text:

Adopt Resolution 12-40, cancelling the Bowie District #14 Governing Board Election for the two 2-year board seats up for election and appointing the two candidates (Jared Allred and Kristin Skiles) who filed to run in the election to fill the open board positions and for the three 4-year board seats up for election and appointing the three candidates (Kimberly Klump, Barth Morin, and Nancy Jean Welker) who filed to run in the election to fill the open board positions, with all the powers and duties of that office as if elected to that office, effective the first day of January, 2013.

Background:

Election Statute 15-424 D. If only one person files or no person files a nominating petition for an election to fill a district office, the board of supervisors up to seventy-five days before the election, may cancel the election for the position and appoint the person who filed the nominating petition to fill the position.

Department's Next Steps (if approved):

Remove elction from the November 6 ballot.

Impact of NOT Approving/Alternatives:

Item will appear on the ballot.

To BOS Staff: Document Disposition/Follow-Up:

Provide one copy of the Resolution for BOS signature.

Attachments

Cancel Election and Appoint - Bowie 2012- 2 Candidates- 2-year term- 3 Candidates 4-year term

RESOLUTION 12-__

CANCELING THE BOWIE DISTRICT #14 SCHOOL BOARD ELECTION AND APPOINTING THE TWO CANDIDATES WHO FILED TO RUN IN THE ELECTION TO THE TWO 2-YEAR BOARD SEATS UP FOR ELECTION AND THE THREE CANDIDATES WHO FILED TO RUN IN THE ELECTION TO THE THREE 4-YEAR BOARD SEATS UP FOR ELECTION, EFFECTIVE THE 1ST DAY OF JANUARY, 2013

WHEREAS, in accordance with the provisions of A.R.S. § 15-424.A, the **Bowie District #14** Board called for an election for two 2-year board seats and three 4-year board seats to be held November 6, 2012; and

WHEREAS, on August 8, 2012, the date set pursuant to A.R.S. § 16-311.B, two candidates have filed for the 2-year seats and three candidates have filed for the 4-year seats up for election; and

WHEREAS, pursuant to A.R.S. § 15-424.D, in the event that only one person submits a petition for an election to each position on the board of a school district, the Board of Supervisors is authorized to cancel the election and appoint that person to fill the position, subject to not having any write-in candidates prior to August 22, 2012; and

WHEREAS, pursuant to this same statute, if no person files a nominating petition for an election to fill a district office, the Board of Supervisors may cancel the election for that office and declare it vacant, to be filled as provided in section 15-302.A(3),

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Cochise County that the **Bowie District #14** Board Election scheduled for November 6, 2012 is hereby canceled.

FURTHER, BE IT RESOLVED that **Jared Allred and Kristin Skiles** be hereby appointed to fill the open 2-year board positions and **Kimberly Klump**,

RESOLUTION 12-__

Re: Canceling The Bowie District #14 School Board Election And Appointing The Two Candidates Who Filed To Run In The Election To The Two 2-Year Board Seats Up For Election And The Three Candidates Who Filed To Run In The Election To The Three 4-Year Board Seats Up For Election, Effective The 1st Day Of January, 2013

Page 2

Barth Morin and Nancy Jean Welker be hereby appointed to fill the open 4-year board positions on the **Bowie District #14** Board, with all the powers and duties of that office as if elected to that office, effective the 1st day of January, 2013.

PASSED AND ADOPTED this 28th day of August, 2012.

Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard
Clerk of the Board

Britt W. Hanson, Chief Civil
Deputy County Attorney

Regular Board of Supervisors Meeting

Meeting Date: 08/28/2012

Cochise School District Election Cancellation

Submitted By: Trudy Berry, County Schools

Department: County Schools

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 1

Submitted for Signature:

NAME of PRESENTER: Trudy Berry

TITLE of PRESENTER: Trudy Berry

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Adopt Resolution 12-41, cancelling the Cochise District #26 Governing Board Election for one 4-year board seat up for election and appointing the one candidate (Gary Regnier) who filed to run in the election to fill the open board position, with all the powers and duties of that office as if elected to that office, effective the first day of January, 2013.

Background:

Election Statute 15-424 D. If only one person files or no person files a nominating petition for an election to fill a district office, the board of supervisors up to seventy-five days before the election, may cancel the election for the position and appoint the person who filed the nominating petition to fill the position

Department's Next Steps (if approved):

Remove election from November 6 ballot.

Impact of NOT Approving/Alternatives:

Item will appear on the ballot.

To BOS Staff: Document Disposition/Follow-Up:

Provide one copy of the Resolution for BOS signature.

Attachments

Cancel Election and Appoint - Cochise 2012- 1 Candidate- 4-year term

RESOLUTION 12-__

CANCELING THE COCHISE DISTRICT #26 SCHOOL BOARD ELECTION AND APPOINTING THE ONE CANDIDATE WHO FILED TO RUN IN THE ELECTION TO THE ONE 4-YEAR BOARD SEAT UP FOR ELECTION, EFFECTIVE THE 1ST DAY OF JANUARY, 2013

WHEREAS, in accordance with the provisions of A.R.S. § 15-424.A, the **Cochise District #26** Board called for an election for one 4-year board seat to be held November 6, 2012; and

WHEREAS, on August 8, 2012, the date set pursuant to A.R.S. § 16-311.B, one candidate has filed for the 4-year seat up for election; and

WHEREAS, pursuant to A.R.S. § 15-424.D, in the event that only one person submits a petition for an election to fill a district office, the Board of Supervisors is authorized to cancel the election for the position and appoint that person to fill the position, subject to not having any write-in candidates prior to August 22, 2012; and

WHEREAS, pursuant to this same statute, if no person files a nominating petition for an election to fill a district office, the Board of Supervisors may cancel the election for that office and declare it vacant, to be filled as provided in section 15-302.A(3),

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Cochise County that the **Cochise District #14** Board Election scheduled for November 6, 2012 is hereby canceled.

FURTHER, BE IT RESOLVED that **Gary Regnier** be hereby appointed to fill the open 4-year board position on the **Cochise District #26** Board, with all the powers and duties of that office as if elected to that office, effective the 1st day of January, 2013.

RESOLUTION 12-__

**Re: Canceling The Cochise District #26 School Board Election And
Appointing The One Candidate Who Filed To Run In The Election To
The One 4-Year Board Seat Up For Election, Effective The 1st Day Of
January, 2013**

Page 2

PASSED AND ADOPTED this 28th day of August, 2012.

Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard
Clerk of the Board

Britt W. Hanson, Chief Civil
Deputy County Attorney

Regular Board of Supervisors Meeting

Meeting Date: 08/28/2012

Cochise Technology District Election Cancellation

Submitted By: Trudy Berry, County Schools

Department: County Schools

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 1

Submitted for Signature:

**NAME
of PRESENTER:** Trudy Berry

**TITLE
of PRESENTER:** County
School
Supt.

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate

**Source of Mandate
or Basis for Support?:**

Information

Agenda Item Text:

Adopt Resolution 12-42, cancelling the Cochise Technology District #01 Governing Board Election for the four 4-year positions and the one 2-year position which are hereby declared to be vacant effective the first day of January, 2013, to be filled as provided in A.R.S. Section 15-302A(3).

Background:

No one filed papers to run for any of the five open positions. All five seats will be appointed by the County School Supt.

Department's Next Steps (if approved):

Remove election from the november ballot.

Impact of NOT Approving/Alternatives:

No names will appear on the ballot.

To BOS Staff: Document Disposition/Follow-Up:

Provide one copy of the Resolution for BOS signature.

Attachments

Cancel Election and Declare Vacancies - Cochise Technology 2012- one 4-year & one 1-year Vacancies

RESOLUTION 12-__

CANCELLING THE COCHISE TECHNOLOGY DISTRICT #01 SCHOOL BOARD ELECTION AND DECLARING FIVE VACANCIES, EFFECTIVE THE 1ST DAY OF JANUARY, 2013

WHEREAS, in accordance with the provisions of A.R.S. § 15-424.A, the **Cochise Technology District #01** Board called for an election for four 4-year board seat and one 2-year board seat to be held November 6, 2012; and

WHEREAS, on August 8, 2012, the date set pursuant to A.R.S. § 16-311.B, no candidates have filed for either the 4-year or the 2-year seats up for election; and

WHEREAS, pursuant to A.R.S. § 15-424.D, in the event that only one person submits a petition for an election to each position on the board of a school district, the Board of Supervisors is authorized to cancel the election and appoint that person to fill the position, subject to not having any write-in candidates prior to August 22, 2012; and

WHEREAS, pursuant to this same statute, if no person files a nominating petition for an election to fill a district office, the Board of Supervisors may cancel the election for that office and declare it vacant, to be filled as provided in section 15-302.A(3),

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Cochise County that the **Cochise Technology District #01** Board Election scheduled for November 6, 2012 is hereby canceled.

FURTHER, BE IT RESOLVED that the four 4-year open board positions and the one 2-year open board position on the **Cochise Technology District #01** Board are hereby declared to be vacant, effective the 1st day of January, 2013, to be filled as provided in section 15-302.A(3).

RESOLUTION 12-__

**Re: Cancelling The Cochise Technology District #01 School Board Election
And Declaring Five Vacancies, Effective The 1st Day Of January, 2013**

Page 2

PASSED AND ADOPTED this 28th day of August, 2012.

Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard
Clerk of the Board

Britt W. Hanson, Chief Civil
Deputy County Attorney

Regular Board of Supervisors Meeting

Meeting Date: 08/28/2012

Double Adobe School District Election Cancellation

Submitted By: Trudy Berry, County Schools

Department: County Schools

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 1

Submitted for Signature:

**NAME
of PRESENTER:** Trudy Berry

**TITLE
of PRESENTER:** County
School
Supt.

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate

**Source of Mandate
or Basis for Support?:**

Information

Agenda Item Text:

Adopt Resolution 12-43, cancelling the Double Adobe District #45 Governing Board Election for the two 4-year board seats up for election and appointing the two candidates (Pat English and John Vaughn) who filed to run in the election to fill the open board positions, with all the powers and duties of that office as if elected to that office, effective the first day of January, 2013.

Background:

Election Statute 15-424 D. If only one person files or no person files a nominating petition for an election to fill a district office, the board of supervisors up to seventy-five days before the election, may cancel the election for the position and appoint the person who filed the nominating petition to fill the position.

Department's Next Steps (if approved):

Remove election from the November 6 ballot.

Impact of NOT Approving/Alternatives:

Item will appear on the ballot.

To BOS Staff: Document Disposition/Follow-Up:

Provide one copy of the Resolution for BOS signature.

Attachments

Cancel Election and Appoint - Double Adobe 2012- 2 Candidates- 4-year term

RESOLUTION 12-__

CANCELING THE DOUBLE ADOBE DISTRICT #45 SCHOOL BOARD ELECTION AND APPOINTING THE TWO CANDIDATES WHO FILED TO RUN IN THE ELECTION TO THE TWO 4-YEAR BOARD SEATS UP FOR ELECTION, EFFECTIVE THE 1ST DAY OF JANUARY, 2013

WHEREAS, in accordance with the provisions of A.R.S. § 15-424.A, the **Double Adobe District #45** Board called for an election for two 4-year board seats to be held November 6, 2012; and

WHEREAS, on August 8, 2012, the date set pursuant to A.R.S. § 16-311.B, two candidates have filed for the 4-year seats up for election; and

WHEREAS, pursuant to A.R.S. § 15-424.D, in the event that only one person submits a petition for an election to each position on the board of a school district, the Board of Supervisors is authorized to cancel the election and appoint that person to fill the position, subject to not having any write-in candidates prior to August 22, 2012; and

WHEREAS, pursuant to this same statute, if no person files a nominating petition for an election to fill a district office, the Board of Supervisors may cancel the election for that office and declare it vacant, to be filled as provided in section 15-302.A(3),

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Cochise County that the **Double Adobe District #45** Board Election scheduled for November 6, 2012 is hereby canceled.

FURTHER, BE IT RESOLVED that **Pat English and John Vaughn** be hereby appointed to fill the open 4-year board positions on the **Double Adobe District #45** Board, with all the powers and duties of that office as if elected to that office, effective the 1st day of January, 2013.

RESOLUTION 12-__

**Re: Canceling The Double Adobe District #45 School Board Election And
Appointing The Two Candidates Who Filed To Run In The Election To
The Two 4-Year Board Seats Up For Election, Effective The 1st Day Of
January, 2013**

Page 2

PASSED AND ADOPTED this 28th day of August, 2012.

Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard
Clerk of the Board

Britt W. Hanson, Chief Civil
Deputy County Attorney

Regular Board of Supervisors Meeting

Meeting Date: 08/28/2012

McNeal School district Election Cancellation

Submitted By: Trudy Berry, County Schools

Department: County Schools

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 1

Submitted for Signature:

**NAME
of PRESENTER:** Trudy Berry

**TITLE
of PRESENTER:** County
School
Supt.

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate

**Source of Mandate
or Basis for Support?:**

Information

Agenda Item Text:

Adopt Resolution 12-44, cancelling the McNeal District #55 Governing Board Election for one 4-year board seat up for election and appointing the one candidate (Chandra Cagle) who filed to run in the election to fill the open board position, with all the powers and duties of that office as if elected to that office, effective the first day of January, 2013.

Background:

Election Statute 15-424 D. If only one person files or no person files a nominating petition for an election to fill a district office, the board of supervisors up to seventy-five days before the election, may cancel the election for the position and appoint the person who filed the nominating petition to fill the position.

Department's Next Steps (if approved):

Remove election from the November 6 ballot.

Impact of NOT Approving/Alternatives:

Item will appear on the ballot.

To BOS Staff: Document Disposition/Follow-Up:

Provide one copy of the Resolution for BOS signature.

Attachments

Cancel Election and Appoint - McNeal 2012- 1 Candidate- 4-year term

RESOLUTION 12-__

CANCELING THE McNEAL DISTRICT #55 SCHOOL BOARD ELECTION AND APPOINTING THE ONE CANDIDATE WHO FILED TO RUN IN THE ELECTION TO THE ONE 4-YEAR BOARD SEAT UP FOR ELECTION, EFFECTIVE THE 1ST DAY OF JANUARY, 2013

WHEREAS, in accordance with the provisions of A.R.S. § 15-424.A, the **McNeal District #55** Board called for an election for one 4-year board seat to be held November 6, 2012; and

WHEREAS, on August 8, 2012, the date set pursuant to A.R.S. § 16-311.B, one candidate has filed for the 4-year seat up for election; and

WHEREAS, pursuant to A.R.S. § 15-424.D, in the event that only one person submits a petition for an election to fill a district office, the Board of Supervisors is authorized to cancel the election for the position and appoint that person to fill the position, subject to not having any write-in candidates prior to August 22, 2012; and

WHEREAS, pursuant to this same statute, if no person files a nominating petition for an election to fill a district office, the Board of Supervisors may cancel the election for that office and declare it vacant, to be filled as provided in section 15-302.A(3),

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Cochise County that the **McNeal District #55** Board Election scheduled for November 6, 2012 is hereby canceled.

FURTHER, BE IT RESOLVED that **Chandra Cagle** be hereby appointed to fill the open 4-year board position on the **McNeal District #55** Board, with all the powers and duties of that office as if elected to that office, effective the 1st day of January, 2013.

RESOLUTION 12-__

**Re: Canceling The Mcneal District #55 School Board Election And
Appointing The One Candidate Who Filed To Run In The Election To
The One 4-Year Board Seat Up For Election, Effective The 1st Day Of
January, 2013**

Page 2

PASSED AND ADOPTED this 28th day of August, 2012.

Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard
Clerk of the Board

Britt W. Hanson, Chief Civil
Deputy County Attorney

Regular Board of Supervisors Meeting

Meeting Date: 08/28/2012

Naco School District Election Cancellation

Submitted By: Trudy Berry, County Schools

Department: County Schools

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 1

Submitted for Signature:

**NAME
of PRESENTER:** Trudy Berry

**TITLE
of PRESENTER:** County
School
Supt.

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate

**Source of Mandate
or Basis for Support?:**

Information

Agenda Item Text:

Adopt Resolution 12-45, cancelling the Naco District #23 Governing Board Election for the one 4-year position and the one 2-year position which are hereby declared to be vacant effective the first day of January, 2013, to be filled as provided in A.R.S. Section 15-302A(3).

Background:

No one filed the paperwork needed to run for this position.

Department's Next Steps (if approved):

Remove election from the november 6 ballot.

Impact of NOT Approving/Alternatives:

No names will appear on the ballot.

To BOS Staff: Document Disposition/Follow-Up:

Provide one copy of the Resolution for BOS signature.

Attachments

Cancel Election and Declare Vacancies - Naco 2012- one 4-year & one 1-year Vacancies

RESOLUTION 12-__

**CANCELING THE NACO DISTRICT #23 SCHOOL BOARD ELECTION
AND DECLARING TWO VACANCIES,
EFFECTIVE THE 1ST DAY OF JANUARY, 2013**

WHEREAS, in accordance with the provisions of A.R.S. § 15-424.A, the **Naco District #23** Board called for an election for one 4-year board seat and one 2-year board seat to be held November 6, 2012; and

WHEREAS, on August 8, 2012, the date set pursuant to A.R.S. § 16-311.B, no candidates have filed for either the 4-year or the 2-year seat up for election; and

WHEREAS, pursuant to A.R.S. § 15-424.D, in the event that only one person submits a petition for an election to each position on the board of a school district, the Board of Supervisors is authorized to cancel the election and appoint that person to fill the position, subject to not having any write-in candidates prior to August 22, 2012; and

WHEREAS, pursuant to this same statute, if no person files a nominating petition for an election to fill a district office, the Board of Supervisors may cancel the election for that office and declare it vacant, to be filled as provided in section 15-302.A(3),

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Cochise County that the **Naco District #23** Board Election scheduled for November 6, 2012 is hereby canceled.

FURTHER, BE IT RESOLVED that the one 4-year open board position and the one 2-year open board position on the **Naco District #23** Board are hereby declared to be vacant, effective the 1st day of January, 2013, to be filled as provided in section 15-302.A(3).

///

RESOLUTION 12-__

**Re: Canceling The Naco District #23 School Board Election And Declaring
Two Vacancies, Effective The 1st Day Of January, 2013**

Page 2

PASSED AND ADOPTED this 28th day of August, 2012.

Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard
Clerk of the Board

Britt W. Hanson, Chief Civil
Deputy County Attorney

Regular Board of Supervisors Meeting

Meeting Date: 08/28/2012

Pomerene School District Election Cancellation

Submitted By: Trudy Berry, County Schools

Department: County Schools

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 1

Submitted for Signature:

**NAME
of PRESENTER:** Trudy Berry

**TITLE
of PRESENTER:** County
School
Supt.

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate

**Source of Mandate
or Basis for Support?:**

Information

Agenda Item Text:

Adopt Resolution 12-46, cancelling the Pomerene District #64 Governing Board Election for the three 4-year board seats up for election and appointing the three candidates (Lianna Contreras, Donald Fenn, and Bevin Judd) who filed to run in the election to fill the open board positions, with all the powers and duties of that office as if elected to that office, effective the first day of January, 2013.

Background:

Election Statute 15-424 D. If only one person files or no person files a nominating petition for an election to fill a district office, the board of supervisors up to seventy-five days before the election, may cancel the election for the position and appoint the person who filed the nominating petition to fill the position.

Department's Next Steps (if approved):

Remove election from the November 6 ballot.

Impact of NOT Approving/Alternatives:

Item will appear on the ballot.

To BOS Staff: Document Disposition/Follow-Up:

Provide one copy of the Resolution for BOS signature.

Attachments

Cancel Election and Appoint - Pomerene 2012- 3 Candidates- 4-year term

RESOLUTION 12-__

CANCELING THE POMERENE DISTRICT #64 SCHOOL BOARD ELECTION AND APPOINTING THE THREE CANDIDATES WHO FILED TO RUN IN THE ELECTION TO THE THREE 4-YEAR BOARD SEATS UP FOR ELECTION, EFFECTIVE THE 1ST DAY OF JANUARY, 2013

WHEREAS, in accordance with the provisions of A.R.S. § 15-424.A, the **Pomerene District #64** Board called for an election for three 4-year board seats to be held November 6, 2012; and

WHEREAS, on August 8, 2012, the date set pursuant to A.R.S. § 16-311.B, three candidates have filed for the 4-year seats up for election; and

WHEREAS, pursuant to A.R.S. § 15-424.D, in the event that only one person submits a petition for an election to each position on the board of a school district, the Board of Supervisors is authorized to cancel the election and appoint that person to fill the position, subject to not having any write-in candidates prior to August 22, 2012; and

WHEREAS, pursuant to this same statute, if no person files a nominating petition for an election to fill a district office, the Board of Supervisors may cancel the election for that office and declare it vacant, to be filled as provided in section 15-302.A(3),

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Cochise County that the **Pomerene District #64** Board Election scheduled for November 6, 2012 is hereby canceled.

FURTHER, BE IT RESOLVED that **Lianna Contreras, Donald Fenn and Bevin Judd** be hereby appointed to fill the open 4-year board positions on the **Pomerene District #64** Board, with all the powers and duties of that office as if elected to that office, effective the 1st day of January, 2013.

RESOLUTION 12-__

**Re: Canceling The Pomerene District #64 School Board Election And
Appointing The Three Candidates Who Filed To Run In The Election
To The Three 4-Year Board Seats Up For Election, Effective The 1st
Day Of January, 2013**

Page 2

PASSED AND ADOPTED this 28th day of August, 2012.

Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard
Clerk of the Board

Britt W. Hanson, Chief Civil
Deputy County Attorney

Regular Board of Supervisors Meeting

Meeting Date: 08/28/2012

St. David School District Election Cancellation

Submitted By: Trudy Berry, County Schools

Department: County Schools

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 1

Submitted for Signature:

**NAME
of PRESENTER:** Trudy Berry

**TITLE
of PRESENTER:** County
School
Supt.

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate

**Source of Mandate
or Basis for Support?:**

Information

Agenda Item Text:

Adopt Resolution 12-47, cancelling the St. David District #21 Governing Board Election for the three 4-year board seats up for election and appointing the three candidates (Aaron Buhler, Alisa Trejo, and Damon Trejo) who filed to run in the election to fill the open board positions, with all the powers and duties of that office as if elected to that office, effective the first day of January, 2013.

Background:

Election Statute 15-424 D. If only one person files or no person files a nominating petition for an election to fill a district office, the board of supervisors up to seventy-five days before the election, may cancel the election for the position and appoint the person who filed the nominating petition to fill the position.

Department's Next Steps (if approved):

Remove election from the November 6 ballot.

Impact of NOT Approving/Alternatives:

Item will appear on the ballot.

To BOS Staff: Document Disposition/Follow-Up:

Provide one copy of the Resolution for BOS signature.

Attachments

Cancel Election and Appoint - St David 2012- 3 Candidates- 4-year term

RESOLUTION 12-__

CANCELING THE ST. DAVID DISTRICT #21 SCHOOL BOARD ELECTION AND APPOINTING THE THREE CANDIDATES WHO FILED TO RUN IN THE ELECTION TO THE THREE 4-YEAR BOARD SEATS UP FOR ELECTION, EFFECTIVE THE 1ST DAY OF JANUARY, 2013

WHEREAS, in accordance with the provisions of A.R.S. § 15-424.A, the **St. David District #21** Board called for an election for three 4-year board seats to be held November 6, 2012; and

WHEREAS, on August 8, 2012, the date set pursuant to A.R.S. § 16-311.B, three candidates have filed for the 4-year seats up for election; and

WHEREAS, pursuant to A.R.S. § 15-424.D, in the event that only one person submits a petition for an election to each position on the board of a school district, the Board of Supervisors is authorized to cancel the election and appoint that person to fill the position, subject to not having any write-in candidates prior to August 22, 2012; and

WHEREAS, pursuant to this same statute, if no person files a nominating petition for an election to fill a district office, the Board of Supervisors may cancel the election for that office and declare it vacant, to be filled as provided in section 15-302.A(3),

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Cochise County that the **St. David District #21** Board Election scheduled for November 6, 2012 is hereby canceled.

FURTHER, BE IT RESOLVED that **Aaron Buhler, Alisa Trejo and Damon Trejo** be hereby appointed to fill the open 4-year board positions on the **St. David District #21** Board, with all the powers and duties of that office as if elected to that office, effective the 1st day of January, 2013.

RESOLUTION 12-__

**Re: Canceling The St. David District #21 School Board Election And
Appointing The Three Candidates Who Filed To Run In The Election
To The Three 4-Year Board Seats Up For Election, Effective The 1st
Day Of January, 2013**

Page 2

PASSED AND ADOPTED this 28th day of August, 2012.

Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard
Clerk of the Board

Britt W. Hanson, Chief Civil
Deputy County Attorney

Regular Board of Supervisors Meeting

Meeting Date: 08/28/2012

Tombstone School District Election Cancellation

Submitted By: Trudy Berry, County Schools

Department: County Schools

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 1

Submitted for Signature:

**NAME
of PRESENTER:** Trudy Berry

**TITLE
of PRESENTER:** County
School
Supt.

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate

**Source of Mandate
or Basis for Support?:**

Information

Agenda Item Text:

Adopt Resolution 12-48, cancelling the Tombstone #01 Governing Board Election for one 2-year board seat up for election and appointing the one candidate (Kara Harris) who filed to run in the election to fill the open board position, with all the powers and duties of that office as if elected to that office, effective the first day of January, 2013.

Background:

Election Statute 15-424 D. If only one person files or no person files a nominating petition for an election to fill a district office, the board of supervisors up to seventy-five days before the election, may cancel the election for the position and appoint the person who filed the nominating petition to fill the position.

Department's Next Steps (if approved):

Remove election from the November 6 ballot.

Impact of NOT Approving/Alternatives:

Item will appear on the ballot.

To BOS Staff: Document Disposition/Follow-Up:

Provide one copy of Resolution for BOS signature.

Attachments

Cancel Election and Appoint - Tombstone 2012- 1 Candidate- 2-year term

RESOLUTION 12-__

CANCELING THE TOMBSTONE DISTRICT #01 SCHOOL BOARD ELECTION AND APPOINTING THE ONE CANDIDATE WHO FILED TO RUN IN THE ELECTION TO THE ONE 2-YEAR BOARD SEAT UP FOR ELECTION, EFFECTIVE THE 1ST DAY OF JANUARY, 2013

WHEREAS, in accordance with the provisions of A.R.S. § 15-424.A, the **Tombstone District #01** Board called for an election for one 2-year board seat to be held November 6, 2012; and

WHEREAS, on August 8, 2012, the date set pursuant to A.R.S. § 16-311.B, one candidate has filed for the 2-year seat up for election; and

WHEREAS, pursuant to A.R.S. § 15-424.D, in the event that only one person submits a petition for an election to fill a district office, the Board of Supervisors is authorized to cancel the election for the position and appoint that person to fill the position, subject to not having any write-in candidates prior to August 22, 2012; and

WHEREAS, pursuant to this same statute, if no person files a nominating petition for an election to fill a district office, the Board of Supervisors may cancel the election for that office and declare it vacant, to be filled as provided in section 15-302.A(3),

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Cochise County that the **Tombstone District #01** Board Election scheduled for November 6, 2012 is hereby canceled.

FURTHER, BE IT RESOLVED that **Kara Harris** be hereby appointed to fill the open 2-year board position on the **Tombstone District #01** Board, with all the powers and duties of that office as if elected to that office, effective the 1st day of January, 2013.

RESOLUTION 12-__

**Re: Canceling The Tombstone District #01 School Board Election And
Appointing The One Candidate Who Filed To Run In The Election To
The One 2-Year Board Seat Up For Election, Effective The 1st Day Of
January, 2013**

Page 2

PASSED AND ADOPTED this 28th day of August, 2012.

Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard
Clerk of the Board

Britt W. Hanson, Chief Civil
Deputy County Attorney

Regular Board of Supervisors Meeting

Meeting Date: 08/28/2012

Valley Union School District Election Cancellation

Submitted By: Trudy Berry, County Schools

Department: County Schools

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 1

Submitted for Signature:

**NAME
of PRESENTER:** Trudy Berry

**TITLE
of PRESENTER:** County
School
Supt.

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate

**Source of Mandate
or Basis for Support?:**

Information

Agenda Item Text:

Adopt Resolution 12-49, cancelling the Valley Union District #22-5 Governing Board Election for one 4-year board seat up for election and appointing the one candidate (Benny Bishop) who filed to run in the election to fill one of the two 4-year open board positions, with all the powers and duties of that office as if elected to that office, effective the first day of January, 2013 and resolve that the second 4-year position and the one 2-year position are hereby declared to be vacant effective the first day of January, 2013, to be filled as provided in A.R.S. Section 15-302A(3).

Background:

Election Statute 15-424 D. If only one person files or no person files a nominating petition for an election to fill a district office, the board of supervisors up to seventy-five days before the election, may cancel the election for the position and appoint the person who filed the nominating petition to fill the position.

No one filed for one two-year seat and one four-year seat creating two vacant positions in January 2012 which will be filled by appointment by the County School Supt.

Department's Next Steps (if approved):

Remove election from the noevember ballot.

Impact of NOT Approving/Alternatives:

Items will appear on the ballot.

To BOS Staff: Document Disposition/Follow-Up:

Provide one copy of the Resolution for BOS signature.

Attachments

Cancel Election and Appoint - Valley Union 2012- 1 Candidate- 4-year term- one 4-year & one 2-year Vacancies

RESOLUTION 12-__

**CANCELING THE VALLEY UNION DISTRICT #22-5 SCHOOL BOARD
ELECTION AND APPOINTING THE ONE CANDIDATE WHO FILED TO
RUN IN THE ELECTION TO ONE OF THE TWO 4-YEAR BOARD SEATS
UP FOR ELECTION AND DECLARING TWO VACANCIES IN THE
REMAINING POSITIONS,
EFFECTIVE THE 1ST DAY OF JANUARY, 2013**

WHEREAS, in accordance with the provisions of A.R.S. § 15-424.A, the **Valley Union District #22-5** Board called for an election for two 4-year board seats and one 2-year board seat to be held November 6, 2012; and

WHEREAS, on August 8, 2012, the date set pursuant to A.R.S. § 16-311.B, one candidate has filed for one 4-year seat and no candidates have filed for the other 4-year seat or the 2-year seat up for election; and

WHEREAS, pursuant to A.R.S. § 15-424.D, in the event that only one person submits a petition for an election to each position on the board of a school district, the Board of Supervisors is authorized to cancel the election and appoint that person to fill the position, subject to not having any write-in candidates prior to August 22, 2012; and

WHEREAS, pursuant to this same statute, if no person files a nominating petition for an election to fill a district office, the Board of Supervisors may cancel the election for that office and declare it vacant, to be filled as provided in section 15-302.A(3),

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Cochise County that the **Valley Union District #22-5** Board Election scheduled for November 6, 2012 is hereby canceled.

FURTHER, BE IT RESOLVED that **Benny Bishop** be hereby appointed to fill one of the open 4-year board positions on the **Valley Union District #22-5**

RESOLUTION 12-__

Re: Canceling The Valley Union District #22-5 School Board Election And Appointing The One Candidate Who Filed To Run In The Election To One Of The Two 4-Year Board Seats Up For Election And Declaring Two Vacancies In The Remaining Positions, Effective The 1st Day Of January, 2013

Page 2

Board, with all the powers and duties of that office as if elected to that office, effective the 1st day of January, 2013. The one remaining 4-year board position and the 2-year board position are hereby declared to be vacant, effective the 1st day of January, 2013, to be filled as provided in section 15-302.A(3).

PASSED AND ADOPTED this 28th day of August, 2012.

Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard
Clerk of the Board

Britt W. Hanson, Chief Civil
Deputy County Attorney

Regular Board of Supervisors Meeting**Meeting Date:** 08/28/2012

FFY 2009 Regular OPSG Grant Reallocation 555415-05

Submitted By: Marc Denney, County Sheriff**Department:** County Sheriff**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS** 2**Submitted for Signature:****NAME of PRESENTER:** Marc Denney**TITLE of PRESENTER:** Commander**Mandated Function?:** Federal or State Mandate**Source of Mandate or Basis for Support?:**

REMINDER: You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information**Agenda Item Text:**

Approve the Federal Fiscal Year 2009 Regular Operations Stone Garden program award-reallocation grant, Agreement Number 555415-05 (for equipment) for the period from August 1, 2012 through November 30, 2012 in the amount of \$2,881.

Background:

Operation StoneGarden is an on-going Federally Funded grant that supports local law enforcement agencies along the US/Mexican border to provide increased resources and assets to assist the United States Border Patrol in their efforts in securing the border.

Department's Next Steps (if approved):

Upon approval and fully executed the Sheriff's Office will coordinate with Cochise County Procurement Department for the purchase of the equipment outlined in the grant agreement. Information Technologies, Fleet Services, and the County Procurement Department have been pre-advised of the potential for this project in order to facilitate the ordering, installation and support of the equipment due to the short turn around on the equipment purchases due to the grant guidelines.

Impact of NOT Approving/Alternatives:

If not approved the equipment will not be purchased through this grant source and a decision package asking for some or all of the equipment for the budget cycle will occur.

To BOS Staff: Document Disposition/Follow-Up:

Once approved and signed by the board, provide both signed original copies to Commander Marc Denney to be sent to AZDOHS to be fully executed. Once fully executed a signed original of the agreement will be forwarded to the Board for filing purposes.

Attachments

OPSG Reallocation 555415-05



Governor Janice K. Brewer



Director Gilbert M. Orrantia

State of Arizona

Department of Homeland Security

August 1, 2012

Sheriff Larry Dever
Cochise County Sheriff's Office
205 N. Judd Drive
Bisbee, AZ 85603

Subject: FFY 2009 REGULAR Operation Stonegarden Grant Program Award- **REALLOCATION**
Grant Agreement Number: **555415-05**
Project Title: **Equipment**

Dear Sheriff Dever:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Operation Stonegarden Grant Program has been partially awarded. The project titled "**Equipment**" has been **partially funded** under the OPERATION STONEGARDEN GRANT PROGRAM for **\$2,881.00**. The grant performance period is **August 1, 2012 through November 30, 2012**. **Enclosed is a funding Addendum that identifies approved funding elements**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Two (2) original AZDOHS Subgrantee Agreements (enclosed).
2. Funding Addendum page (enclosed).
3. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).
4. Complete NIMSCAST at www.fema.gov/nimscast. Per Federal Grant Guidance, sovereign nations are required to provide their respective State Administrative Agency access to their NIMSCAST data. For more information on NIMSCAST, contact Mariano Gonzalez at mariano.gonzalez@azdema.gov, or (602) 464-6327. No hard copy required.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 above is not signed and received by AZDOHS by October 31, 2012 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Reimbursements are limited to approved quantities and funding thresholds.
- All radio equipment purchased with Homeland Security funds must be P25 capable and programmed in accordance with the Arizona's State Interoperable Priority Programming Guide Channels, which include standard names for national channels as identified in the National Interoperability Field Operations Guide (NIFOG).
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- All projects that support training initiatives including FEMA approved/state sponsored training must be in compliance with grant guidance, the subgrantee agreement, and approved through the ADEM/AZDOHS training request process prior to execution of training.
- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.
- Subgrantees are required to annually submit a copy of their annual A133 Audit to ADZOHS.

- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,



Gilbert M. Orrantia
Director

Cc: Lt. Floyd Gregory

Attachment: EHP Designation Letter



Governor Janice K. Brewer



Director Gilbert M. Orrantia

State of Arizona

Department of Homeland Security

August 1, 2012

Sheriff Larry Dever
Cochise County Sheriff's Office
205 N. Judd Drive
Bisbee, AZ 85603

Subject: FFY 2009 REGULAR Operation Stonegarden Grant Program Award- **REALLOCATION**
Grant Agreement Number: **555415-05**
Project Title: **Equipment**

Dear Sheriff Dever:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Operation Stonegarden Grant Program has been partially awarded. The project titled "**Equipment**" has been **partially funded** under the OPERATION STONEGARDEN GRANT PROGRAM for **\$2,881.00**. The grant performance period is **August 1, 2012 through November 30, 2012**. **Enclosed is a funding Addendum that identifies approved funding elements**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Two (2) original AZDOHS Subgrantee Agreements (enclosed).
2. Funding Addendum page (enclosed).
3. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).
4. Complete NIMSCAST at www.fema.gov/nimscast. Per Federal Grant Guidance, sovereign nations are required to provide their respective State Administrative Agency access to their NIMSCAST data. For more information on NIMSCAST, contact Mariano Gonzalez at mariano.gonzalez@azdema.gov, or (602) 464-6327. No hard copy required.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 above is not signed and received by AZDOHS by October 31, 2012 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Reimbursements are limited to approved quantities and funding thresholds.
- All radio equipment purchased with Homeland Security funds must be P25 capable and programmed in accordance with the Arizona's State Interoperable Priority Programming Guide Channels, which include standard names for national channels as identified in the National Interoperability Field Operations Guide (NIFOG).
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- All projects that support training initiatives including FEMA approved/state sponsored training must be in compliance with grant guidance, the subgrantee agreement, and approved through the ADEM/AZDOHS training request process prior to execution of training.
- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.
- Subgrantees are required to annually submit a copy of their annual A133 Audit to ADZOHS.

- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,



Gilbert M. Orrantia
Director

Cc: Lt. Floyd Gregory

Attachment: EHP Designation Letter

Operations Order Addendum - EQUIPMENT
FY 2010 Operation Stonegarden Grant Program
Agency: Cochise County Sheriff's Office

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines. Subgrantee agrees to the funding shown here:

EQUIPMENT	AEL	QUANTITY	COST/UNIT	TOTAL COST	TOTAL AWARD
Breeching Tools	03SR-02-TLHN	3	\$860.00	\$2,881.00	
					\$2,881.00

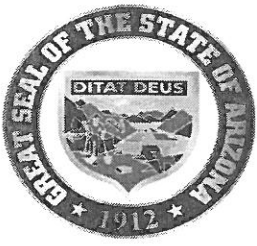
Project Point of Contact

Strategic Planner or
Assistant Director Planning & Preparedness

_____ Print Name	_____ Signature	_____ Date
William D. Seltzer _____ Print Name	_____ Signature	_____ Date



This form is to be signed and returned.



Governor Janice K. Brewer

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

FFY 2010

Dear Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded.

Please be advised, your project required an Environmental and Historic Preservation review. It has been reviewed and your project has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham (602) 542-7041 or mstidham@azdohs.gov with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subgrantee agreement:

The subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.

SUBGRANTEE AGREEMENT – REALLOCATION Equipment

09-AZDOHS-OPSG-555415-05

Between

**The Arizona Department of Homeland Security
And**

Cochise County Sheriff's Office

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the **Cochise County Sheriff's Office** (subrecipient) for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become **effective on August 1, 2012 and shall terminate on November 30, 2012**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application/Operations Order; **"Operation Stonegarden – Equipment"** and funded at **\$2,881.00** (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall:

- a) Provide up to **\$2,881.00** to the subrecipient for services provided under Paragraph III.
- b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the

AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than \$500,000 from Federal awards. If the subrecipient has expended more than \$500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year must be submitted to the AZDOHS for review within thirty (30) days of signing this Agreement.
- b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the grant guidance Office of Management and Budget (OMB) Circulars Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

- a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html.
- b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (formerly OMB), at http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html. Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.
- c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at <https://www.rkb.mipt.org/acl.cfm> 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

- d) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulators; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

Included within the above mentioned guidance documents are provisions for the following:

NIMSCAST

The subrecipient agrees to complete the National Incident Management System Compliance Assistance Support Tool (NIMSCAST) and remain in compliance.

Environmental Planning and Historic Preservation

The subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.

Consultants/Trainers/Training Providers

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates, must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13 and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance and DHS Program Guide. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <http://www.gao.state.gov..>

Procurement

The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Sole or Single Source procurement agreement, unless prior written approval is granted by the AZDOHS.

Training

The subrecipient agrees that any grant funds used for training must be in compliance with grant guidance. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s).

Nonsupplanting Agreement

The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).
- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.

- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes as described in the guidance and application. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

Terms used in this sub-part have the following meaning (see also Reclamation Supplement to Federal Property Management Regulations, Part 60 Property Accountability, Sub-part 114S-60.4 Classification of Property).

- a) Nonexpendable property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$300 or more, and does not become a fixture or lose its identity as a component of other equipment or plant.
- b) At the time when the final request for reimbursement is submitted, the subrecipient must file with the AZDOHS a copy of the Property Control Record Form listing all such property acquired with grant funds. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives for verification of information.
- c) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. When use of the property for project activities is discontinued, the subrecipient shall request in writing disposition instructions from the AZDOHS before actual disposition of the property. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately. An equipment/capital asset list shall be maintained for the entire scope of the program or project for which it was acquired. All equipment having an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and/or a useful life of more than one year shall be included in the equipment/capital asset list.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

- a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
- b) The subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with Grant Guidance.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports

The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report Format template, which is posted at www.azdohs.gov. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed.

b) Quarterly reports are due:

January 15 (period October 1– December 31)

April 15 (period January 1 – March 31)

July 15 (period April 1 – June 30)

October 15 (period July 1 – September 30)

c) Financial Reimbursements

The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than forty-five (45) days after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL, and include a copy of the Property Control Form.

All reports shall be submitted to the contact person as described in Paragraph XXXIX, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XIV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XV. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option, may terminate this Agreement.

XVI. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVII. THIRD PARTY ANTITRUST VIOLATIONS

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XVIII. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XIX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XX. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXI. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIII. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph X, REPORTING REQUIREMENTS; provided, however, that the AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The subrecipient agrees to execute any such amendment within ten (10) business days of its receipt. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXIV. RESTRICTIONS ON LOBBYING

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXV. LICENSING

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

XXVII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVIII. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXIX. ADVERTISING AND PROMOTION OF AGREEMENT

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-recipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXI. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXII. INDEMNIFICATION

To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as claims) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

XXXIII. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXIV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXV. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVI. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVIII. SPECIAL CONDITIONS

- a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The subrecipient acknowledges that U.S. Department of Homeland Security and the AZDOHS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**
- d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

XXXIX. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic notices relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov.

The subrecipient shall submit reimbursement requests relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov

The AZDOHS shall address all notices relative to this Agreement to:

Enter Title, First & Last Name above

Enter Agency Name above

Enter Street Address

Enter City, State, ZIP

XXXX. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Enter Agency Name above

Authorized Signature above

Print Name & Title above

Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

Regular Board of Supervisors Meeting**Elections and Special Districts****Meeting Date:** 08/28/2012

Adopt Resolution 12-_____ canceling Fry Fire District election; appoint 1 governing board member; and declare 1 seat vacant

Submitted By: Juanita Murray, Elections & Special Districts**Department:** Elections & Special Districts**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS** 1**Submitted for Signature:****NAME of PRESENTER:** N/A**TITLE of PRESENTER:** N/A**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate**Source of Mandate or Basis for Support?:** A.R.S. 48-802(d)(4)**Information****Agenda Item Text:**

Adopt Resolution 12-50 canceling the Fry Fire District Board November 6, 2012 election for the two 4-year boards seats up for election and appointing the candidate (Bess F. Banister) who filed to run in the election to fill one open board position, with all the powers and duties of that office as if elected to that office, effective the 1st day of December 2012; and, resolving that the other open board position is hereby declared vacant, effective the 1st day of December 2012, to be filled by the board members at that time.

Background:

A.R.S. 48-802 (D)(4) provides that the Board of Supervisors may cancel the election for Fire District Governing Board seats and appoint the person who filed nomination papers to fill the position when the number of positions is equal to or more than the number of persons who filed nomination papers.

Department's Next Steps (if approved):

Notify Fire District and the candidate of the cancellation of the election and appointment.

Impact of NOT Approving/Alternatives:

Fry Fire District will incur cost of election and have vacant positions on their governing board.

To BOS Staff: Document Disposition/Follow-Up:

Obtain Board Chairman signature; have Resolution recorded and submit copy of record resolution to the Elections Department.

Attachments

Cancel Election and Appoint - Fry Fire 2012- Final - rev

RESOLUTION 12-__

CANCELING THE FRY FIRE DISTRICT BOARD ELECTION FOR THE TWO BOARD SEATS UP FOR ELECTION AND APPOINTING THE CANDIDATE WHO FILED TO RUN IN THE ELECTION TO FILL ONE OPEN BOARD POSITION AND RESOLVING THAT THE OTHER OPEN BOARD POSITION IS HEREBY DECLARED VACANT

WHEREAS, in accordance with the provisions of A.R.S. § 16-226, the **Fry Fire District** called for an election for two governing board seats, with four year terms, to be held November 6, 2012; and

WHEREAS, on August 8, 2012, the date set pursuant to A.R.S. § 16-311.B, one candidate filed for one of the two seats up for election on the **Fry Fire District** Board; and

WHEREAS, pursuant to A.R.S. § 48-802.D(4), in the event that only one person submits a petition for an election to each position on the board of directors of a fire district, the Board of Supervisors may cancel the election for that position and appoint the person who filed a nomination petition to fill the position; and

WHEREAS, as of 5:00 pm on August 22, 2012, pursuant to A.R.S. § 16-312.B(2), no candidate filed as a write-in for an election that may be canceled pursuant to § 48-802,

NOW THEREFORE be it resolved by the Board of Supervisors of Cochise County that the **Fry Fire District** Board Election scheduled for November 6, 2012 is hereby canceled.

FURTHER, BE IT RESOLVED that **Bess F. Banister** is hereby appointed to fill one of the two open governing board positions on the **Fry Fire District** Board, with all the powers and duties of that office as if elected to that office and the other open position is declared vacant, effective the 1st day of December, 2012, to be filled by the Board Members at that time.

RESOLUTION 12-__

Re: Canceling The Fry Fire District Board Election For The Two Board Seats Up For Election And Appointing The Candidate Who Filed To Run In The Election To Fill One Open Board Position And Resolving That The Other Open Board Position Is Hereby Declared Vacant

Page 2

PASSED AND ADOPTED this 28th day of August, 2012.

Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard
Clerk of the Board

Britt W. Hanson, Civil Deputy
County Attorney

Regular Board of Supervisors Meeting**Elections and Special Districts****Meeting Date:** 08/28/2012

Adopt Resolution 12-____ canceling Mescal/J-Six Fire District election; appoint a governing board member and declare one seat vacant.

Submitted By: Juanita Murray, Elections & Special Districts

Department: Elections & Special Districts

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 0

Submitted for Signature:

NAME of PRESENTER: N/A

TITLE of PRESENTER: N/A

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?: A.R.S. 48-802

Information**Agenda Item Text:**

Adopt Resolution 12-51 canceling the Mescal / J-Six Fire District Board November 6, 2012 election for the two 4-year board seats up for election and appointing the candidate (Daniel Simmons) who filed to run in the election to fill one open board position, with all the powers and duties of that office as if elected to that office, effective the 1st day of December 2012; and, resolving that the other open board position is hereby declared vacant, effective the 1st day of December 2012, to be filled by the Board Members at that time.

Background:

A.R.S. 48-802 (D)(4) provides that the Board of Supervisors may cancel the election for Fire District Governing Board seats and appoint the person who filed nomination papers to fill the position when the number of positions is equal to or more than the number of persons who filed nomination papers

Department's Next Steps (if approved):

Notify the Mescal / J-Six Fire District of the cancellation of the election, appointment of Daniel Simmons and declaration of vacancy.

Impact of NOT Approving/Alternatives:

Mescal / J-Six Fire District will incur cost of election and have vacant positions on their governing board.

To BOS Staff: Document Disposition/Follow-Up:

After BOS signature, have Resolution recorded and submit copy of recorded Resolution to the Elections Department.

Attachments

Cancel Election and Appoint - Mescal J-Six Fire 2012- Final - rev

RESOLUTION 12-__

CANCELING THE MESCAL/J-SIX FIRE DISTRICT BOARD ELECTION FOR THE TWO BOARD SEATS UP FOR ELECTION AND APPOINTING THE CANDIDATE WHO FILED TO RUN IN THE ELECTION TO FILL ONE OPEN BOARD POSITION AND RESOLVING THAT THE OTHER OPEN BOARD POSITION IS HEREBY DECLARED VACANT

WHEREAS, in accordance with the provisions of A.R.S. § 16-226, the **Mescal/J-Six Fire District** called for an election for two governing board seats, with four year terms, to be held November 6, 2012; and

WHEREAS, on August 8, 2012, the date set pursuant to A.R.S. § 16-311.B, one candidate filed for one of the two seats up for election on the **Mescal/J-Six Fire District** Board; and

WHEREAS, pursuant to A.R.S. § 48-802.D(4), in the event that only one person submits a petition for an election to each position on the board of directors of a fire district, the Board of Supervisors may cancel the election for that position and appoint the person who filed a nomination petition to fill the position; and

WHEREAS, as of 5:00pm on August 22, 2012, the date set pursuant to A.R.S. § 16-312.B(2), no candidate filed as a write-in for an election that may be canceled,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Cochise County that, the **Mescal/J-Six Fire District** Board Election scheduled for November 6, 2012 is hereby canceled.

FURTHER, BE IT RESOLVED that **Daniel Simmons** is hereby appointed to fill one of the two open governing board positions on the **Mescal/J-Six Fire District** Board, with all the powers and duties of that office as if elected to that

RESOLUTION 12-__

Re: Canceling The Mescal/J-Six Fire District Board Election For The Two Board Seats Up For Election And Appointing The Candidate Who Filed To Run In The Election To Fill One Open Board Position And Resolving That The Other Open Board Position Is Hereby Declared Vacant

Page 2

Office, effective 1st day of December, 2012, and the other position is declared vacant, effective the 1st day of December, 2012, to be filled by the Board Members at that time.

PASSED AND ADOPTED this 28th day of August, 2012.

Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard
Clerk of the Board

Britt W. Hanson, Civil Deputy
County Attorney

Regular Board of Supervisors Meeting**Elections and Special Districts****Meeting Date:** 08/28/2012

Adopt Resolution 12-_____ canceling the PBW Fire District election and declaring the 2 Board positions vacant

Submitted By: Juanita Murray, Elections & Special Districts**Department:** Elections & Special Districts**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS** 1**Submitted for Signature:****NAME of PRESENTER:** N/A**TITLE of PRESENTER:** N/A**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate**Source of Mandate or Basis for Support?:** A.R.S. 48-802(D)(4)**Information****Agenda Item Text:**

Adopt Resolution 12-52 canceling the PBW Fire District Board November 6, 2012 election for the two 4-year board seats up for election and declare them vacant, effective the 1st day of December 2012, to be filled by the Board Members at that time.

Background:

A.R.S. 48-802 (D)(4) provides that the Board of Supervisors may cancel the election for Fire District Governing Board seats and appoint the person who filed nomination papers to fill the position or declare vacant seats when the number of positions is equal to or more then the number of persons who filed nomination papers.

Department's Next Steps (if approved):

Notify the PBW Fire District of the cancellation of the election and declaration of vacancy.

Impact of NOT Approving/Alternatives:

PBW Fire District will incur cost of election.

To BOS Staff: Document Disposition/Follow-Up:

After Board signature on Resolution, have the resolution recorded and submitted copy of recorded resolution to the Elections office.

Attachments

Cancel Election and Declare Vacancies - PBW Fire 2012- Final - rev

RESOLUTION 12 -__

CANCELING THE PBW FIRE DISTRICT BOARD ELECTION FOR THE TWO BOARD SEATS UP FOR ELECTION AND RESOLVING THAT THE BOARD POSITIONS ARE HEREBY DECLARED VACANT

WHEREAS, in accordance with the provisions of A.R.S. § 16-226, the **PBW Fire District** called for an election for two Governing Board seats, with four year terms, to be held November 6, 2012; and

WHEREAS, on August 8, 2012, the date set pursuant to A.R.S. § 16-311.B, no candidate filed for the seats up for election on the **PBW Fire District** Board; and

WHEREAS, pursuant to A.R.S. § 48-802.D(4), if no person files a nomination petition for an election to fill a district office, the Board may cancel the election for that office and declare it vacant, to be filled otherwise provided by law; and

WHEREAS, as of 5:00pm on August 22, 2012, the date set pursuant to A.R.S. § 16-312.B(2), no candidate filed as a write-in for the seats up for election,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Cochise County, the **PBW Fire District** Board Election scheduled for November 6, 2012 is hereby canceled.

FURTHER, BE IT RESOLVED that the two positions are hereby declared vacant, effective the 1st day of December, 2012, to be filled by the remaining Board Members at that time.

///

///

RESOLUTION 12-__

**Re: Canceling The PBW Fire District Board Election For The Two
Board Seats Up For Election And Resolving That The Board
Positions Are Hereby Declared Vacant**

Page 2

PASSED AND ADOPTED this 28th day of August, 2012.

Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard
Clerk of the Board

Britt W. Hanson, Civil Deputy
County Attorney

Regular Board of Supervisors Meeting**Elections and Special Districts****Meeting Date:** 08/28/2012

Adopt Resolution 12-___ canceling the Pirtleville Fire District election and declaring 3 vacancies.

Submitted By: Juanita Murray, Elections & Special Districts**Department:** Elections & Special Districts**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS** 1**Submitted for Signature:****NAME of PRESENTER:** N/A**TITLE of PRESENTER:** N/A**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate**Source of Mandate or Basis for Support?:** A.R.S. 48-802(D)(4)**Information****Agenda Item Text:**

Adopt Resolution 12-53 canceling the Pirtleville Fire District Board November 6, 2012 election for the three 4-year board seats up for election and resolving that the board positions are hereby declared vacant, effective the 1st day of December 2012, to be filled by the Board Members at that time.

Background:

A.R.S. 48-802 (D)(4) provides that the Board of Supervisors may cancel the election for Fire District Governing Board seats and appoint the person who filed nomination papers to fill the position when the number of positions is equal to or more then the number of persons who filed nominaton papers.

Department's Next Steps (if approved):

Notify the Pirtleville Fire District of the cancellation of the election and declaration of vacancies.

Impact of NOT Approving/Alternatives:

Pirtleville Fire District would incur the cost of an election.

To BOS Staff: Document Disposition/Follow-Up:

After BOS signature on Resolution, have it recorded and submit a copy of the recorded resolution to the Elections office.

Attachments

Cancel Election and Declare Vacancies - Pirtleville Fire 2012- Final - rev

RESOLUTION 12 -__

**CANCELING THE PIRTLEVILLE FIRE DISTRICT BOARD
ELECTION FOR THE THREE BOARD SEATS UP FOR
ELECTION AND RESOLVING THAT THE BOARD POSITIONS
ARE HEREBY DECLARED VACANT**

WHEREAS, in accordance with the provisions of A.R.S. § 16-226, the **Pirtleville Fire District** called for an election for three Governing Board seats, with four year terms, to be held November 6, 2012; and

WHEREAS, on August 8, 2012, the date set pursuant to A.R.S. § 16-311.B, no candidate filed for the seats up for election on the **Pirtleville Fire District** Board; and

WHEREAS, pursuant to A.R.S. § 48-802.D(4), if no person files a nomination petition for an election to fill a district office, the Board may cancel the election for that office and declare it vacant, to be filled otherwise provided by law; and

WHEREAS, as of 5:00pm on August 22, 2012 the date set pursuant to A.R.S. § 16-312.B(2), no candidate filed as a write-in for the seats up for election,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Cochise County, the **Pirtleville Fire District** Board Election scheduled for November 6, 2012 is hereby canceled.

FURTHER, BE IT RESOLVED that the three positions are hereby declared vacant, effective the 1st day of December, 2012, to be filled by the remaining Board Members at that time.

///

///

RESOLUTION 12-__

Re: Canceling The Pirtleville Fire District Board Election For The Three Board Seats Up For Election And Resolving That The Board Positions Are Hereby Declared Vacant

Page 2

PASSED AND ADOPTED this 28th day of August, 2012.

Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard
Clerk of the Board

Britt W. Hanson, Civil Deputy
County Attorney

Regular Board of Supervisors Meeting**Elections and Special Districts****Meeting Date:** 08/28/2012

Adoption Resolution 12-___ canceling the Pomerene Fire District Board November 6, 2012 election and declare the one seat vacant

Submitted By: Juanita Murray, Elections & Special Districts

Department: Elections & Special Districts

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 1

Submitted for Signature:

NAME of PRESENTER: N/A

TITLE of PRESENTER: N/A

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?: A.R.S. 48-802(D)(4)

Information**Agenda Item Text:**

Adopt Resolution 12-54 canceling the Pomerene Fire District Board November 6, 2012 election for the one 4-year board seat up for election and resolving that the board position is hereby declared vacant, effective the 1st day of December 2012, to be filled by the Board Members at that time.

Background:

A.R.S. 48-802 (D)(4) provides that the Board of Supervisors may cancel the election for Fire District Governing Board seats and appoint the person who filed nomination papers to fill the position when the number of positions is equal to or more then the number of persons who filed nominaton papers.

Department's Next Steps (if approved):

Notify the Pomerene Fire District of the cancellation of the election and declaration of vacancy.

Impact of NOT Approving/Alternatives:

Pomerene Fire District will incurr the cost of an election.

To BOS Staff: Document Disposition/Follow-Up:

After BOS signature, have resolution recorded and send recorded copy to the Elections office.

Attachments

Cancel Election and Declare Vacancies - Pomerene Fire 2012- Final - rev

RESOLUTION 12 -__

CANCELING THE POMERENE FIRE DISTRICT BOARD ELECTION FOR THE ONE BOARD SEAT UP FOR ELECTION AND RESOLVING THAT THE BOARD POSITION IS HEREBY DECLARED VACANT

WHEREAS, in accordance with the provisions of A.R.S. § 16-226, the **Pomerene Fire District** called for an election for one Governing Board seat, with a four year term, to be held November 6, 2012; and

WHEREAS, on August 8, 2012, the date set pursuant to A.R.S. § 16-311.B, no candidate filed for the seat up for election on the **Pomerene Fire District** Board; and

WHEREAS, pursuant to A.R.S. § 48-802.D(4), if no person files a nomination petition for an election to fill a district office, the Board may cancel the election for that office and declare it vacant, to be filled otherwise provided by law; and

WHEREAS, as of 5:00pm on August 22, 2012, the date set pursuant to A.R.S. § 16-312.B(2), no candidate filed as a write-in candidate for the seat up for election,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Cochise County the **Pomerene Fire District** Board Election scheduled for November 6, 2012 is hereby canceled.

FURTHER, BE IT RESOLVED that the position is hereby declared vacant, effective the 1st day of December, 2012, to be filled by the remaining Board Members at that time.

RESOLUTION 12-__

**Re: Canceling The Pomerene Fire District Board Election For The One
Board Seat Up For Election And Resolving That The Board Position Is
Hereby Declared Vacant**

Page 2

PASSED AND ADOPTED this 28th day of August, 2012.

Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard
Clerk of the Board

Britt W. Hanson, Civil Deputy
County Attorney

Regular Board of Supervisors Meeting**Elections and Special Districts****Meeting Date:** 08/28/2012

Adopt Resolution 12-___ canceling the St. David Fire District election, appointing one Board member and declaring the other position vacant

Submitted By: Juanita Murray, Elections & Special Districts

Department: Elections & Special Districts

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 1

Submitted for Signature:

NAME of PRESENTER: N/A

TITLE of PRESENTER: N/A

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?: A.R.S. 48-802(D)(4)

Information**Agenda Item Text:**

Adopt Resolution 12-55 canceling the St. David Fire District Board November 6, 2012 election for the two 4-year board seats up for election and appointing the candidate (Mark Krebs) who filed to run in the election to fill one open board position, with all the powers and duties of that office as if elected to that office, effective the 1st day of December 2012; and, resolving that the other open board position is hereby declared vacant, effective the 1st day of December 2012, to be filled by the Board Members at that time.

Background:

A.R.S. 48-802 (D)(4) provides that the Board of Supervisors may cancel the election for Fire District Governing Board seats and appoint the person who filed nomination papers to fill the position when the number of positions is equal to or more than the number of persons who filed nomination papers.

Department's Next Steps (if approved):

Notify the St. David Fire District of the cancelation of the election, appointment of Mark Krebs and declaration of vacancy.

Impact of NOT Approving/Alternatives:

St. David FD will incur cost of election.

To BOS Staff: Document Disposition/Follow-Up:

After BOS signature, record Resolution and submit copy of recorded resolution to the Elections office.

Attachments

Cancel Election and Appoint - St David Fire 2012- Final - rev

RESOLUTION 12-__

CANCELING THE ST. DAVID FIRE DISTRICT BOARD ELECTION FOR THE TWO BOARD SEATS UP FOR ELECTION AND APPOINTING THE CANDIDATE WHO FILED TO RUN IN THE ELECTION TO FILL ONE OPEN BOARD POSITION AND RESOLVING THAT THE OTHER OPEN BOARD POSITION IS HEREBY DECLARED VACANT

WHEREAS, in accordance with the provisions of A.R.S. § 16-226, the **St. David Fire District** called for an election for two governing board seats, with four year terms, to be held November 6, 2012; and

WHEREAS, on August 8, 2012, the date set pursuant to A.R.S. § 16-311.B, one candidate filed for one of the two seats up for election on the **St. David Fire District Board**; and

WHEREAS, pursuant to A.R.S. § 48-802.D(4), in the event that only one person submits a petition for an election to each position on the board of directors of a fire district, the Board of Supervisors may cancel the election for that position and appoint the person who filed a nomination petition to fill the position; and

WHEREAS, as of 5:00pm on August 22, 2012, the date set pursuant to A.R.S. § 16-312.B(2), no candidate filed as a write-in for an election that may be canceled,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Cochise County that the **St. David Fire District** Board Election scheduled for November 6, 2012 is hereby canceled.

FURTHER, BE IT RESOLVED that, **Mark Krebs** is hereby appointed to fill one of the two open governing board positions on the **St. David Fire District Board**, with all the powers and duties of that office as if elected to that office, effective the 1st day of December, 2012, and the remaining seat is declared vacant, effective the 1st day of December, 2012, to be filled by the Board Members at that time.

RESOLUTION 12- ____

RE: Canceling The St. David Fire District Board Election For The Two Board Seats Up For Election And Appointing The Candidate Who Filed To Run In The Election To Fill One Open Board Position And Resolving That The Other Open Board Position Is Hereby Declared Vacant

Page 2

PASSED AND ADOPTED this 28th day of August, 2012.

Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard
Clerk of the Board

Britt W. Hanson, Civil Deputy
County Attorney

Regular Board of Supervisors Meeting**Elections and Special Districts****Meeting Date:** 08/28/2012

Adopt Resolution 12-__ canceling the San Jose Fire District election and declaring a vacancy

Submitted By: Juanita Murray, Elections & Special Districts**Department:** Elections & Special Districts**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS** 1**Submitted for Signature:****NAME of PRESENTER:** N/A**TITLE of PRESENTER:** N/A**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate**Source of Mandate or Basis for Support?:** A.R.S. 48-802(D)(4)**Information****Agenda Item Text:**

Adopt Resolution 12-56 canceling the San Jose Fire District Board November 6, 2012 election for the one 4-year board seat up for election and resolving that the board position is hereby declared vacant, effective the 1st day of December 2012, to be filled by the Board Members at that time.

Background:

A.R.S. 48-802 (D)(4) provides that the Board of Supervisors may cancel the election for Fire District Governing Board seats and appoint the person who filed nomination papers to fill the position when the number of positions is equal to or more then the number of persons who filed nomination papers

Department's Next Steps (if approved):

Notify the San Jose Fire District of the cancellation of the election and declaration of vacancy.

Impact of NOT Approving/Alternatives:

San Jose Fire District will incur cost of election

To BOS Staff: Document Disposition/Follow-Up:

After BOS signature have Resolution recorded and send copy to the Elections office

Attachments

Cancel Election and Declare Vacancies - San Jose Fire 2012- Final - rev

RESOLUTION 12 -__

**CANCELING THE SAN JOSE FIRE DISTRICT BOARD ELECTION FOR
THE ONE BOARD SEAT UP FOR ELECTION AND RESOLVING THAT
THE BOARD POSITION IS HEREBY DECLARED VACANT**

WHEREAS, in accordance with the provisions of A.R.S. § 16-226, the **San Jose Fire District** called for an election for one Governing Board seat, with a four year term, to be held November 6, 2012; and

WHEREAS, on August 8, 2012, the date set pursuant to A.R.S. § 16-311.B, no candidate filed for the seat up for election on the **San Jose Fire District** Board; and

WHEREAS, pursuant to A.R.S. § 48-802.D(4), if no person files a nomination petition for an election to fill a district office, the Board may cancel the election for that office and declare it vacant, to be filled otherwise provided by law; and

WHEREAS, as of 5:00pm on August 22, 2012 the date set pursuant to A.R.S. § 16-312.B(2), no candidate filed as a write-in for set up for election,

NOW THEREFORE be it resolved by the Board of Supervisors of Cochise County that the **San Jose Fire District** Board Election scheduled for November 6, 2012 is hereby canceled.

FURTHER BE IT RESOLVED that the position is hereby declared vacant, effective the 1st day of December, 2012, to be filled by the remaining Board Members at that time.

///

///

RESOLUTION 12-__

**Re: Canceling The San Jose Fire District Board Election For The One
Board Seat Up For Election And Resolving That The Board Position Is
Hereby Declared Vacant**

Page 2

PASSED AND ADOPTED this 28th day of August, 2012.

Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard
Clerk of the Board

Britt W. Hanson, Civil Deputy
County Attorney

Regular Board of Supervisors Meeting**Elections and Special Districts****Meeting Date:** 08/28/2012

Adopt Resolution 12-___ canceling the Whetstone Fire District Election and appointment 2 Board members and declaring one seat vacant

Submitted By: Juanita Murray, Elections & Special Districts

Department: Elections & Special Districts

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS Submitted for Signature: 1

NAME of PRESENTER: N/A

TITLE of PRESENTER: N/A

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?:

Information**Agenda Item Text:**

Adopt Resolution 12-58 canceling the Whetstone Fire District Board November 6, 2012 election for the three 4-year board seats up for election and appointing the candidates (Mary Foote and Kenneth Leffler) who filed to run in the election to fill two open board positions, with all the powers and duties of the office as if elected to the office, effective the 1st day of December 2012; and, resolving that the other open board position is hereby declared vacant, effective the 1st day of December 2012, to be filled by the Board Members at that time.

Background:

A.R.S. 48-802 (D)(4) provides that the Board of Supervisors may cancel the election for Fire District Governing Board seats and appoint the person who filed nomination papers to fill the position when the number of positions is equal to or more than the number of persons who filed nomination papers.

Department's Next Steps (if approved):

Notify the Whetstone Fire District of the cancellation of the election, appointment of Mary Fotte and Kenneth Leffler and declaration of vacancy.

Impact of NOT Approving/Alternatives:

Whetstone Fire District would incur cost of election.

To BOS Staff: Document Disposition/Follow-Up:

After BOS signature, record Resolution and send copy of recorded resolution to the Elections office.

Attachments

Cancel Election and Appoint - Whetstone Fire 2012- Final - rev

RESOLUTION 12-__

**CANCELING THE WHETSTONE FIRE DISTRICT BOARD ELECTION
FOR THE THREE BOARD SEATS UP FOR ELECTION AND
APPOINTING THE TWO CANDIDATES WHO FILED TO RUN IN THE
ELECTION TO EACH FILL ONE OF THE OPEN BOARD POSITIONS
AND RESOLVING THAT THE OTHER OPEN BOARD POSITION IS
HEREBY DECLARED VACANT**

WHEREAS, in accordance with the provisions of A.R.S. § 16-226, the **Whetstone Fire District** called for an election for three governing board seats, with four year terms, to be held November 6, 2012; and

WHEREAS, on August 8, 2012, the date set pursuant to A.R.S. § 16-311.B, two candidates filed for two of the three seats up for election on the **Whetstone Fire District** Board; and

WHEREAS, pursuant to A.R.S. § 48-802.D(4), in the event that only one person submits a petition for an election to each position on the board of directors of a fire district, the Board of Supervisors may cancel the election for that position and appoint the person who filed a nomination petition to fill the position; and

WHEREAS, as of 5:00pm on August 22, 2012, the date set pursuant to A.R.S. § 16-312.B(2), no candidates filed as a write-in for an election that may be canceled,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Cochise County the **Whetstone Fire District** Board Election scheduled for November 6, 2012 is hereby canceled.

FURTHER, BE IT RESOLVED that, **Mary Foote and Kenneth Leffler** are hereby appointed to fill two of the three open governing board positions on the **Whetstone Fire District Board**, with all the powers and duties of that office as if

RESOLUTION 12-__

Re: Canceling The Whetstone Fire District Board Election For The Three Board Seats Up For Election And Appointing The Two Candidates Who Filed To Run In The Election To Each Fill One Of The Open Board Positions And Resolving That The Other Open Board Position Is Hereby Declared Vacant

Page 2

elected to that office, and the remaining seat up for election is declared vacant, effective the 1st day of December, 2012.

PASSED AND ADOPTED this 28th day of August, 2012.

Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard
Clerk of the Board

David C. Fifer, Civil Deputy
County Attorney

Regular Board of Supervisors Meeting**Elections and Special Districts****Meeting Date:** 08/28/2012

Adopt Resolution 12-____ to cancel the Whetstone Water District election, appoint Linda Smith and declare on vacancy

Submitted By: Juanita Murray, Elections & Special Districts

Department: Elections & Special Districts

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS Submitted for Signature: 1

NAME of PRESENTER: N/A

TITLE of PRESENTER: N/A

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?: A,R,S. 16-410

Information**Agenda Item Text:**

Adopt Resolution 12-59 canceling the Whetstone Water District Board November 6, 2012 election for the two 4-year board seats up for election and appointing the candidate (Linda L. Smith) who filed to run in the election to fill one of the open board positions, with all the powers and duties of that office as if elected to that office, effective the 1st day of January 2013; and, resolving that the other open board position is hereby declared vacant, effective the 1st day of January 2013, to be filled by the Board Members at that time.

Background:

A.R.S. 16-410 provides that the Board of Supervisors may cancel the election for a Special District Governing Board seat and appoint the person who filed nomination papers to fill the position when the number of positions is equal to or more than the number of persons who filed nomination papers.

Department's Next Steps (if approved):

Notify the Whetstone Water District of the election cancellation, appointment of Linda L. Smith and declaration of vacancy.

Impact of NOT Approving/Alternatives:

Whetstone Water District will incur the cost of an election.

To BOS Staff: Document Disposition/Follow-Up:

After BOS signature, record Resolution and provided copy to the Elections Office.

Attachments

Cancel Election and Appoint - Whetstone Water Improvement 2012- Final - rev

RESOLUTION 12-__

CANCELING THE WHETSTONE WATER IMPROVEMENT DISTRICT BOARD ELECTION AND APPOINTING THE ONE CANDIDATE WHO FILED TO RUN IN THE ELECTION TO ONE OF THE BOARD SEATS UP FOR ELECTION AND RESOLVING THAT THE OTHER OPEN BOARD POSITION IS HEREBY DECLARED VACANT

WHEREAS, in accordance with the provisions of A.R.S. § 16-226, the **Whetstone Water Improvement District** called for an election for two board seats, with four year terms, to be held November 6, 2012; and

WHEREAS, on August 8, 2012, the date set pursuant to A.R.S. § 16-311.B, one candidate filed for one of the two seats up for election on the **Whetstone Water Improvement District** Board; and

WHEREAS, pursuant to A.R.S. § 16-410, in the event that only one person submits a petition for an election to each position on the board of directors of a water improvement district, the Board of Supervisors may cancel the election for that position and appoint the person who filed a nomination petition to fill the position; and

WHEREAS, as of 5:00pm on August 22, 2012, the date set pursuant to A.R.S. § 16-312.B(2), no candidate filed as a write-in for an election that may be canceled,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Cochise County that the **Whetstone Water Improvement District** Board Election scheduled for November 6, 2012 is hereby canceled.

FURTHER, BE IT RESOLVED that **Linda L. Smith** is hereby appointed to fill one of the two open board position on the **Whetstone Water Improvement District** Board, with all the powers and duties of that office as if elected to that

RESOLUTION 12-__

**Re: Canceling The Whetstone Water Improvement District Board Election
And Appointing The One Candidate Who Filed To Run In The Election
To One Of The Board Seats Up For Election And Resolving That The
Other Open Board Position Is Hereby Declared Vacant**

Page 2

office, effective the 1st day of January, 2013 and the remaining board position is hereby declared vacant, effective the 1st day of January 2013, to be filled by the Board Members at that time.

PASSED AND ADOPTED this 28th day of August, 2012.

Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard
Clerk of the Board

Britt W. Hanson, Civil Deputy
County Attorney

Regular Board of Supervisors Meeting**Elections and Special Districts****Meeting Date:** 08/28/2012

Adopt Resolution 12-___ canceling the Wellspring Water District election and declaring two Board positions vacant.

Submitted By: Juanita Murray, Elections & Special Districts

Department: Elections & Special Districts

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS Submitted for Signature: 1

NAME of PRESENTER: N/A

TITLE of PRESENTER: N/A

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?: A.R.S. 16-410

Information**Agenda Item Text:**

Adopt Resolution 12-60 canceling the Wellspring Water District Board November 6, 2012 election for the two 4-year board seats up for election and resolving that the board positions are hereby declared vacant, effective the 1st day of January 2013, to be filled by the Board Members at that time.

Background:

A.R.S. 16-410 provides that the Board of Supervisors may cancel the election for a Special District Governing Board seat and appoint the person who filed nomination papers to fill the position when the number of positions is equal to or more than the number of persons who filed nomination papers.

Department's Next Steps (if approved):

Notify the Wellspring Water District of the election cancellation and declaration of Board vacancies.

Impact of NOT Approving/Alternatives:

Wellspring Water District will incur cost of election

To BOS Staff: Document Disposition/Follow-Up:

After BOS signature, record resolution and send a copy to the Elections office.

Attachments

Cancel Election and Appoint - Wellspring Water Improvement 2012- Final - rev

RESOLUTION 12-__

**CANCELING THE WELLSPRING WATER IMPROVEMENT DISTRICT
BOARD ELECTION AND RESOLVING THAT THE BOARD POSITIONS
ARE HEREBY DECLARED VACANT**

WHEREAS, in accordance with the provisions of A.R.S. § 16-226, the **Wellspring Water Improvement District** called for an election for two board seats, with four year terms, to be held November 6, 2012; and

WHEREAS, on August 8, 2012, the date set pursuant to A.R.S. § 16-311.B, no candidates filed for two seats up for election on the **Wellspring Water Improvement District** Board; and

WHEREAS, pursuant to A.R.S. § 16-410, in the event that only one person submits a petition for an election to each position on the board of directors of a water improvement district, the Board of Supervisors may cancel the election for that position and appoint the person who filed a nomination petition to fill the position; and

WHEREAS, as of 5:00pm on August 22, 2012, the date set pursuant to A.R.S. § 16-312.B(2), no candidate filed as a write-in for an election that may be canceled,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Cochise County that the **Wellspring Water Improvement District** Board Election scheduled for November 6, 2012 is hereby canceled.

FURTHER, BE IT RESOLVED that the board positions are hereby declared vacant, effective 1st of January, 2013, to be filled by the Board Members at that time.

///

RESOLUTION 12-__

**Re: Canceling The Wellspring Water Improvement District Board Election
And Resolving That The Board Positions Are Hereby Declared Vacant**

Page 2

PASSED AND ADOPTED this 28th day of August, 2012.

Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard
Clerk of the Board

Britt W. Hanson, Civil Deputy
County Attorney

Regular Board of Supervisors Meeting**Elections and Special Districts****Meeting Date:** 08/28/2012

Adopt Resolution 12-___ canceling San Simon Water District election and declaring the Board seat vacant.

Submitted By: Juanita Murray, Elections & Special Districts**Department:** Elections & Special Districts**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS** 1**Submitted for Signature:****NAME of PRESENTER:** N/A**TITLE of PRESENTER:** N/A**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate**Source of Mandate or Basis for Support?:** A.R.S. 16-410**Information****Agenda Item Text:**

Adopt Resolution 12-61 canceling the San Simon Water District Board November 6, 2012 election for the one 4-year board seat up for election and resolving that the board position is hereby declared vacant, effective the 1st day of January 2013, to be filled by the Board members at that time.

Background:

A.R.S. 16-410 provides that the Board of Supervisors may cancel the election for a Special District Governing Board seat and appoint the person who filed nomination papers to fill the position when the number of positions is equal to or more than the number of persons who filed nomination papers.

Department's Next Steps (if approved):

Notify the San Simon Water District of the election cancellation and declaration of Board vacancy.

Impact of NOT Approving/Alternatives:

San Simon Water District will incur cost of election

To BOS Staff: Document Disposition/Follow-Up:

After BOS signature, have resolution recorder and send a copy to the Elections office

Attachments

Cancel Election and Appoint - San Simon Water Improvement 2012- Final - rev

RESOLUTION 12-__

**CANCELING THE SAN SIMON WATER IMPROVEMENT DISTRICT
BOARD ELECTION AND RESOLVING THAT THE BOARD POSITION
IS HEREBY DECLARED VACANT**

WHEREAS, in accordance with the provisions of A.R.S. § 16-226, the **San Simon Water Improvement District** called for an election for a board seat, with a four year term, to be held November 6, 2012; and

WHEREAS, on August 8, 2012, the date set pursuant to A.R.S. § 16-311.B, no candidates filed for the seat up for election on the **San Simon Water Improvement District** Board; and

WHEREAS, pursuant to A.R.S. § 16-410, in the event that only one person submits a petition for an election to each position on the board of directors of a water improvement district, the Board of Supervisors may cancel the election for that position and appoint the person who filed a nomination petition to fill the position; and

WHEREAS, as of 5:00pm on August 22, 2012, the date set pursuant to A.R.S. § 16-312.B(2), no candidate filed as a write-in for an election that may be canceled,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Cochise County that the **San Simon Water Improvement District** Board Election scheduled for November 6, 2012 is hereby canceled.

FURTHER, BE IT RESOLVED that the board position is hereby declared vacant, effective January 1, 2013, to be filled by the Board Members at that time.

///

///

RESOLUTION 12-__

**Re: Canceling The San Simon Water Improvement District Board Election
And Resolving That The Board Position Is Hereby Declared Vacant**

Page 2

PASSED AND ADOPTED this 28th day of August, 2012.

Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard
Clerk of the Board

Britt W. Hanson, Civil Deputy
County Attorney

Regular Board of Supervisors Meeting**Elections and Special Districts****Meeting Date:** 08/28/2012

Adopt Resolution 12-__ canceling St. David Water District election and declaring two board positions vacant.

Submitted By: Juanita Murray, Elections & Special Districts**Department:** Elections & Special Districts**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS** 1**Submitted for Signature:****NAME of PRESENTER:** N/A**TITLE of PRESENTER:** N/A**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate**Source of Mandate or Basis for Support?:** A.R.S. 16-410**Information****Agenda Item Text:**

Adopt Resolution 12-62 canceling the St. David Water District Board November 6, 2012 election for the two 4-year board seats up for election and resolving that the board positions are hereby declared vacant, effective the 1st day of January 2013, to be filled by the Board Members at that time.

Background:

A.R.S. 16-410 provides that the Board of Supervisors may cancel the election for a Special District Governing Board seat and appoint the person who filed nomination papers to fill the position when the number of positions is equal to or more than the number of persons who filed nomination papers.

Department's Next Steps (if approved):

Notify the St. David Water District of the election cancellation and declaration of Board vacancies.

Impact of NOT Approving/Alternatives:

St. David Water District will incur cost of election

To BOS Staff: Document Disposition/Follow-Up:

After BOS signature, have resolution recorded and send a copy to the Elections office.

Attachments

Cancel Election and Appoint - St David Water Improvement 2012- Final - rev

RESOLUTION 12-__

CANCELING THE ST. DAVID WATER IMPROVEMENT DISTRICT BOARD ELECTION AND RESOLVING THAT THE TWO BOARD POSITIONS ARE HEREBY DECLARED VACANT

WHEREAS, in accordance with the provisions of A.R.S § 16-226, the **St. David Water Improvement District** called for an election for two board seats, with four year terms, to be held November 6, 2012; and

WHEREAS, on August 8, 2012, the date set pursuant to A.R.S. § 16-311.B, no candidates filed for the seats up for election on the **St. David Water Improvement District** Board; and

WHEREAS, pursuant to A.R.S. § 16-410, in the event that only one person submits a petition for an election to each position on the board of directors of a water improvement district, the Board of Supervisors may cancel the election for that position and appoint the person who filed a nomination petition to fill the position; and

WHEREAS, as of 5:00pm on August 22, 2012, the date set pursuant to A.R.S. § 16-312.B(2), no candidate filed as a write-in for an election that may be canceled,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Cochise County that the **St. David Water Improvement District** Board Election scheduled for November 6, 2012 is hereby canceled.

FURTHER, BE IT RESOLVED that the board positions are hereby declared vacant, effective the 1st day of January, 2013, to be filled by the Board Members at that time.

RESOLUTION 12 - ____

**RE: Canceling The St. David Water Improvement District Board Election
And Resolving That The Two Board Positions Are Hereby Declared
Vacant**

Page 2

PASSED AND ADOPTED this 28th day of August, 2012.

Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard
Clerk of the Board

Britt W. Hanson, Civil Deputy
County Attorney

Regular Board of Supervisors Meeting**Elections and Special Districts****Meeting Date:** 08/28/2012

Adopt Resolution 12-___ canceling the Pomerene Water District election and declaring three board vacancies

Submitted By: Juanita Murray, Elections & Special Districts**Department:** Elections & Special Districts**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS** 1**Submitted for Signature:****NAME of PRESENTER:** N/A**TITLE of PRESENTER:** N/A**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate**Source of Mandate or Basis for Support?:** A.R.S. 16-410**Information****Agenda Item Text:**

Adopt Resolution 12-63 canceling the Pomerene Water District Board November 6, 2012 election for the three 4-year board seats up for election and resolving that the board positions are hereby declared vacant, effective the 1st day of January 2013, to be filled by the Board Members at that time.

Background:

A.R.S. 16-410 provides that the Board of Supervisors may cancel the election for a Special District Governing Board seat and appoint the person who filed nomination papers to fill the position when the number of positions is equal to or more then the number of persons who filed nomination papers.

Department's Next Steps (if approved):

Notify the Pomerene Water District of the election cancellation and declaration of Board vacancies.

Impact of NOT Approving/Alternatives:

Pomerene Water District will incur cost of election

To BOS Staff: Document Disposition/Follow-Up:

After BOS signature, have resolution recorded and send a copy to the Elections office.

Attachments

Cancel Election and Appoint - Pomerene Water Improvement 2012- Final - rev

RESOLUTION 12-__

**CANCELING THE POMERENE WATER IMPROVEMENT DISTRICT
BOARD ELECTION AND RESOLVING THAT THE THREE BOARD
POSITIONS ARE HEREBY DECLARED VACANT**

WHEREAS, in accordance with the provisions of A.R.S. § 16-226, the **Pomerene Water Improvement District** called for an election for three board seats, with four year terms, to be held November 6, 2012; and

WHEREAS, on August 8, 2012, the date set pursuant to A.R.S. § 16-311.B, no candidates filed for the seats up for election on the **Pomerene Water Improvement District** Board; and

WHEREAS, pursuant to A.R.S. § 16-410, in the event that only one person submits a petition for an election to each position on the board of directors of a water improvement district, the Board of Supervisors may cancel the election for that position and appoint the person who filed a nomination petition to fill the position; and

WHEREAS, as of 5:00pm on August 22, 2012, the date set pursuant to A.R.S. § 16-312.B(2), no candidate filed as a write-in for an election that may be canceled,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Cochise County the **Pomerene Water Improvement District** Board Election scheduled for November 6, 2012 is hereby canceled.

FURTHER, BE IT RESOLVED that the board positions are hereby declared vacant, effective January 1, 2013, to be filled by the Board Members at that time.

///

RESOLUTION 12-__

**Re: Canceling The Pomerene Water Improvement District Board Election
And Resolving That The Three Board Positions Are Hereby Declared
Vacant**

Page 2

PASSED AND ADOPTED this 28th day of August, 2012.

Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard
Clerk of the Board

Britt W. Hanson, Civil Deputy
County Attorney

Regular Board of Supervisors Meeting**Elections and Special Districts****Meeting Date:** 08/28/2012

Adopt Resolution 12-__ canceling the Keller Water District election and declaring the one Board seat vacant.

Submitted By: Juanita Murray, Elections & Special Districts**Department:** Elections & Special Districts**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS** 1**Submitted for Signature:****NAME of PRESENTER:** N/A**TITLE of PRESENTER:** N/A**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate**Source of Mandate or Basis for Support?:** A.R.S. 16-410**Information****Agenda Item Text:**

Adopt Resolution 12-64 canceling the Keller Water District Board November 6, 2012 election for the one 4-year board seat up for election and resolving that the board position is hereby declared vacant, effective the 1st day of January 2013, to be filled by the Board Members at that time.

Background:

A.R.S. 16-410 provides that the Board of Supervisors may cancel the election for a Special District Governing Board seat and appoint the person who filed nomination papers to fill the position when the number of positions is equal to or more then the number of persons who filed nomination papers.

Department's Next Steps (if approved):

Notify the Keller Water District of the election cancellation and declaration of Board vacancy.

Impact of NOT Approving/Alternatives:

Keller Water District will incur cost of election

To BOS Staff: Document Disposition/Follow-Up:

After BOS signature, have resolution recorded and send a copy to the Elections office.

Attachments

Cancel Election and Appoint - Keller Water Improvement 2012- Final - rev

RESOLUTION 12-__

**CANCELING THE KELLER WATER IMPROVEMENT DISTRICT
BOARD ELECTION AND RESOLVING THAT THE ONE BOARD
POSITION IS HEREBY DECLARED VACANT**

WHEREAS, in accordance with the provisions of A.R.S. § 16-226, the **Keller Water Improvement District** called for an election for one board seat, with a four year term, to be held November 6, 2012; and

WHEREAS, on August 8, 2012, the date set pursuant to A.R.S. § 16-311.B, no candidates filed for the seat up for election on the **Keller Water Improvement District** Board; and

WHEREAS, pursuant to A.R.S. § 16-410, in the event that only one person submits a petition for an election to each position on the board of directors of a water improvement district, the Board of Supervisors may cancel the election for that position and appoint the person who filed a nomination petition to fill the position; and

WHEREAS, as of 5:00pm on August 22, 2012, the date set pursuant to A.R.S. § 16-312.B(2), no candidate filed as a write-in for an election that may be canceled,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Cochise County the **Keller Water Improvement District** Board Election scheduled for November 6, 2012 is hereby canceled.

FURTHER, BE IT RESOLVED that the board position is declared vacant, effective the 1st day of January, 2013, to be filled by the Board Members at that time.

///

RESOLUTION 12-__

**Re: Canceling The Keller Water Improvement District Board Election And
Resolving That The One Board Position Is Hereby Declared Vacant**

Page 2

PASSED AND ADOPTED this 28th day of August, 2012.

Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard
Clerk of the Board

Britt W. Hanson, Civil Deputy
County Attorney

Regular Board of Supervisors Meeting**Elections and Special Districts****Meeting Date:** 08/28/2012

Adopt Resolution 12-__ canceling the Elfrida Water District Board and appointing Jessie Garcia and Dan Zamora

Submitted By: Juanita Murray, Elections & Special Districts**Department:** Elections & Special Districts**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS Submitted for Signature:** 1**NAME of PRESENTER:** N/A**TITLE of PRESENTER:** N/A**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate**Source of Mandate or Basis for Support?:** A.R.S. 16-410**Information****Agenda Item Text:**

Adopt Resolution 12-65 canceling the Elfrida Water District Board November 6, 2012 election for the two 4-year board seats up for election and appointing the candidates (Jessie Garcia and Dan Zamora) who filed to run in the election each to one of the two board seats, with all the powers and duties of that office as if elected to that office, effective the 1st day of January 2013.

Background:

A.R.S. 16-410 provides that the Board of Supervisors may cancel the election for a Special District Governing Board seat and appoint the person who filed nomination papers to fill the position when the number of positions is equal to or more then the number of persons who filed nomination papers.

Department's Next Steps (if approved):

Notify the Elfrida Water District of the election cancellation and appointment of Jessie Garcia and Dan Zamora to fill the two vacancies.

Impact of NOT Approving/Alternatives:

Elfrida Water District will incur cost of election

To BOS Staff: Document Disposition/Follow-Up:

After BOS signature, have resolution recorded and send a copy to the Elections office.

Attachments

Cancel Election and Appoint - Elfrida Water Improvement 2012- Final - rev

RESOLUTION 12-__

CANCELING THE ELFRIDA WATER IMPROVEMENT DISTRICT BOARD ELECTION AND APPOINTING THE TWO CANDIDATES WHO FILED TO RUN IN THE ELECTION TO THE BOARD SEATS UP FOR ELECTION

WHEREAS, in accordance with the provisions of A.R.S. § 16-226, the **Elfrida Water Improvement District** called for an election for two board seats, with four year terms, to be held November 6, 2012; and

WHEREAS, on August 8, 2012, the date set pursuant to A.R.S. § 16-311.B, two candidates filed for one of the two seats up for election on the **Elfrida Water Improvement District** Board; and

WHEREAS, pursuant to A.R.S. § 16-410, in the event that only one person submits a petition for an election to each position on the board of directors of a water improvement district, the Board of Supervisors may cancel the election for that position and appoint the person who filed a nomination petition to fill the position; and

WHEREAS, as of 5:00pm on August 22, 2012, the date set pursuant to A.R.S. § 16-312.B(2), no candidate filed as a write-in for an election that may be canceled,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Cochise County that the **Elfrida Water Improvement District** Board Election scheduled for November 6, 2012 is hereby canceled.

FURTHER, BE IT RESOLVED that **Dan Zamora and Jessie Garcia** are hereby appointed to each fill one of the two open board positions on the **Elfrida Water Improvement District** Board, with all the powers and duties of that office as if elected to that office, effective the 1st day of January, 2013.

RESOLUTION 12-__

**Re: Canceling The Elfrida Water Improvement District Board Election And
Appointing The Two Candidates Who Filed To Run In The Election To
The Board Seats Up For Election**

Page 2

PASSED AND ADOPTED this 28th day of August, 2012.

Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard
Clerk of the Board

Britt W. Hanson, Civil Deputy
County Attorney

Regular Board of Supervisors Meeting**Elections and Special Districts****Meeting Date:** 08/28/2012

Adopt Resolution 12-__ Canceling Fairfield Estates RIMD election; appointing Mark Boggie and Fredrick Townsend and declaring remaining seat vacant.

Submitted By: Juanita Murray, Elections & Special Districts

Department: Elections & Special Districts

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS Submitted for Signature: 1

NAME of PRESENTER: N/A

TITLE of PRESENTER: N/A

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?: A.R.S. 14-1082

Information**Agenda Item Text:**

Adopt Resolution 12-66 canceling the Fairfield Estates RIMD District Board November 6, 2012 election for the three 4-year board seats up for election and appointing the candidates (Mark Boggie and Fredrick Townsend) who filed to run in the election each to one of the open board positions, with all the powers and duties of that office as if elected to the office, effective the 1st day of January 2013; and, resolving that the other open board position is hereby declared vacant, to be filled by the Board Members at that time.

Background:

A.R.S. 48-1082 provides that the Board of Supervisors may cancel the election for a Special District Governing Board seat and appoint the person who filed nomination papers to fill the position when the number of positions is equal to or more than the number of persons who filed nomination papers.

Department's Next Steps (if approved):

Notify the Fairfield Estates RIMD District of the election cancellation; appointment of Board members and declaration of Board vacancy.

Impact of NOT Approving/Alternatives:

Fairfield Estates RIMD will incur cost of election

To BOS Staff: Document Disposition/Follow-Up:

After BOS signature, have resolution recorded and send a copy to the Elections office.

Attachments

Cancel Election and Appoint - Fairfield Estates Road Improvement 2012- Final - rev

RESOLUTION 12-__

CANCELING THE FAIRFIELD ESTATES ROAD IMPROVEMENT DISTRICT BOARD ELECTION AND APPOINTING THE TWO CANDIDATES WHO FILED TO RUN IN THE ELECTION TO ONE OF THE BOARD SEATS UP FOR ELECTION AND RESOLVING THAT THE OTHER OPEN BOARD POSITION IS HEREBY DECLARED VACANT

WHEREAS, in accordance with the provisions of A.R.S. § 16-226, the **Fairfield Estates Road Improvement District** called for an election for three board seats, with four year terms, to be held November 6, 2012; and

WHEREAS, on August 8, 2012, the date set pursuant to A.R.S. § 16-311.B, two candidates filed for one of the three seats up for election on the **Fairfield Estates Road Improvement District** Board; and

WHEREAS, pursuant to A.R.S. § 14-1082, in the event that only one person submits a petition for an election to each position on the board of directors of a road improvement district, the Board of Supervisors may cancel the election for that position and appoint the person who filed a nomination petition to fill the position; and

WHEREAS, as of 5:00pm on August 22, 2012, the date set pursuant to A.R.S. § 16-312.B(2), no candidate filed as a write-in for an election that may be canceled,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Cochise County that the **Fairfield Estates Road Improvement District** Board Election scheduled for November 6, 2012 is hereby canceled.

FURTHER, BE IT RESOLVED that **Mark Boggie and Fredrick Townsend** are hereby appointed to each fill one of the three open board positions on the **Fairfield Estates Road Improvement District Board**, with all the powers

RESOLUTION 12-__

Re: Canceling The Fairfield Estates Road Improvement District Board Election And Appointing The Two Candidates Who Filed To Run In The Election To One Of The Board Seats Up For Election And Resolving That The Other Open Board Position Is Hereby Declared Vacant

Page 2

and duties of that office as if elected to that office, effective the 1st day of January, 2013, and the remaining board position is declared vacant effective the 1st day of January, 2013, to be filled by the Board Members at that time.

PASSED AND ADOPTED this 28th day of August, 2012.

Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard
Clerk of the Board

Britt W. Hanson, Civil Deputy
County Attorney

Regular Board of Supervisors Meeting**Elections and Special Districts****Meeting Date:** 08/28/2012

Adopt Resolution 12-___ canceling Naco Sanitary Improvement District election and appointing Foy Armstor and Aida Ramirez

Submitted By: Juanita Murray, Elections & Special Districts**Department:** Elections & Special Districts**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS** 1**Submitted for Signature:****NAME of PRESENTER:** N/A**TITLE of PRESENTER:** N/A**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate**Source of Mandate or Basis for Support?:** 48-2010(A)**Information****Agenda Item Text:**

Adopt Resolution 12-67 canceling the Naco Sanitary Improvement District Board November 6, 2012 election for the two 4-year board seats up for election and appointing the candidates (Foy Armstrong and Aida Ramirez) who filed to run in the election each to one of the seats up for election, with all the powers and duties of that office as if elected to that office, effective December 1, 2012.

Background:

A.R.S. 48-2010(a) provides that the Board of Supervisors may cancel the election for a Special District Governing Board seat and appoint the person who filed nomination papers to fill the position when the number of positions is equal to or more then the number of persons who filed nomination papers.

Department's Next Steps (if approved):

Notify the Naco Sanitary District of the election cancellation and appointment of Foy Armstrong and Aida Ramirez.

Impact of NOT Approving/Alternatives:

Naco Sanitary District will incur cost of election

To BOS Staff: Document Disposition/Follow-Up:

After BOS signature, have resolution recorded and send a copy to the Elections office.

Attachments

Cancel Election and Appoint - Naco Sanitary Improvement 2012- Final - rev

RESOLUTION 12-__

CANCELING THE NACO SANITARY IMPROVEMENT DISTRICT BOARD ELECTION AND APPOINTING THE TWO CANDIDATES WHO FILED TO RUN IN THE ELECTION TO THE TWO BOARD SEATS UP FOR ELECTION

WHEREAS, in accordance with the provisions of A.R.S. § 16-226, the **Naco Sanitary Improvement District** called for an election for two board seats, with four year terms, to be held November 6, 2012; and

WHEREAS, on August 8, 2012, the date set pursuant to A.R.S. § 16-311.B, two candidates filed for the two seats up for election on the **Naco Sanitary Improvement District** Board; and

WHEREAS, pursuant to A.R.S. § 48-2010.A, in the event that only one person submits a petition for an election to each position on the board of directors of a sanitary improvement district, the Board of Supervisors may cancel the election for that position and appoint the person who filed a nomination petition to fill the position; and

WHEREAS, as of 5:00pm on August 22, 2012, the date set pursuant to A.R.S. § 16-312.B(2), no candidate filed as a write-in for an election that may be canceled,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Cochise County that the **Naco Sanitary Improvement District** Board Election scheduled for November 6, 2012 is hereby canceled.

FURTHER, BE IT RESOLVED that **Foy Armstrong and Aida Ramirez** are hereby appointed each to fill one of the two open board positions, with four year terms, on the **Naco Sanitary Improvement District** Board, with all the powers and duties of that office as if elected to that office, effective December 1, 2012.

RESOLUTION 12-__

**Re: Canceling The Naco Sanitary Improvement District Board Election And
Appointing The Two Candidates Who Filed To Run In The Election To
The Two Board Seats Up For Election**

Page 2

PASSED AND ADOPTED this 28th day of August, 2012.

Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard
Clerk of the Board

Britt W. Hanson, Civil Deputy
County Attorney

Regular Board of Supervisors Meeting**Elections and Special Districts****Meeting Date:** 08/28/2012

Adopt Resolution 12-___ canceling San Pedro Valley Hospital District election and appointing William Bernal and declaring two seats vacant

Submitted By: Juanita Murray, Elections & Special Districts

Department: Elections & Special Districts

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS Submitted for Signature: 1

NAME of PRESENTER: N/A

TITLE of PRESENTER: N/A

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?: A.R.S. 48-1098

Information**Agenda Item Text:**

Adopt Resolution 12-68 canceling the San Pedro Valley Hospital District Board November 6, 2012 election for the three 4-year seats up for election and appointing William Bernal to one of the three vacant seats, with all the powers and duties of that office as if elected to that office; and, resolving that the other two board positions are hereby declared vacant, effective the 1st day of January 2013, to be filled by the Board Members at that time.

Background:

A.R.S. 48-1908 provides that the Board of Supervisors may cancel the election for a Special District Governing Board seat and appoint the person who filed nomination papers to fill the position when the number of positions is equal to or more than the number of persons who filed nomination papers.

Department's Next Steps (if approved):

Notify the San Pedro Valley Hospital District of the election cancellation; appointment of William Bernal and declaration of Board vacancies.

Impact of NOT Approving/Alternatives:

San Pedro Valley District will incur cost of election

To BOS Staff: Document Disposition/Follow-Up:

After BOS signature, have resolution recorded and send a copy to the Elections office.

Attachments

Cancel Election and Appoint - San Pedro Valley Hospital 2012- Final -rev

RESOLUTION 12-__

CANCELING THE SAN PEDRO VALLEY HOSPITAL DISTRICT BOARD ELECTION FOR THE THREE BOARD SEATS UP FOR ELECTION AND APPOINTING THE ONE CANDIDATE WHO FILED TO RUN IN THE ELECTION TO FILL ONE OF THE OPEN BOARD POSITIONS AND RESOLVING THAT THE OTHER TWO OPEN BOARD POSITIONS ARE HEREBY DECLARED VACANT

WHEREAS, in accordance with the provisions of A.R.S. § 16-226, the **San Pedro Valley Hospital District** called for an election for three governing board seats, with four year terms, to be held November 6, 2012; and

WHEREAS, on August 8, 2012, the date set pursuant to A.R.S. § 16-311.B, one candidate filed for one of the three seats up for election on the **San Pedro Valley Hospital District** Board; and

WHEREAS, pursuant to A.R.S. § 48-1908, in the event that only one person submits a petition for an election to each position on the board of directors of a hospital district, the Board of Supervisors may cancel the election for that position and appoint the person who filed a nomination petition to fill the position; and

WHEREAS, as of 5:00pm on August 22, 2012, the date set pursuant to A.R.S. § 16-312.B(2), no candidate filed as a write-in for an election that may be canceled,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Cochise County that the **San Pedro Valley Hospital District** Board Election scheduled for November 6, 2012 is hereby canceled.

FURTHER, BE IT RESOLVED that **William Bernal** is hereby appointed to fill one of the three open governing board positions, with a four year term, on the **San Pedro Valley Hospital District** Board, with all the powers and duties of that office as if elected to that office, effective the 1st day of January, 2013, and the

RESOLUTION 12-__

Re: Canceling The San Pedro Valley Hospital District Board Election For The Three Board Seats Up For Election And Appointing The One Candidate Who Filed To Run In The Election To Fill One Of The Open Board Positions And Resolving That The Other Two Open Board Positions Are Hereby Declared Vacant

Page 2

remaining two seats are declared vacant, effective 1st day of January, 2013 to be filled by the Board Members at that time.

PASSED AND ADOPTED this 28th day of August, 2012.

Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard
Clerk of the Board

Britt W. Hanson, Civil Deputy
County Attorney

Regular Board of Supervisors Meeting**Elections and Special Districts****Meeting Date:** 08/28/2012

Adopt Resolution 12-___ canceling the High Knoll Ranches RIMD election and declaring positions vacant

Submitted By: Juanita Murray, Elections & Special Districts**Department:** Elections & Special Districts**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS Submitted for Signature:** 1**NAME of PRESENTER:** N/A**TITLE of PRESENTER:** N/A**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate**Source of Mandate or Basis for Support?:** A.R.S. 14-1082**Information****Agenda Item Text:**

Adopt Resolution 12-69 canceling the High Knoll Ranches RIMD District Board November 6, 2012 election for the two 4-year board seats up for election and resolving that the board positions are hereby declared vacant effective December 1, 2012, to be filled by the Board Members at that time.

Background:

A.R.S. 14-1082 provides that the Board of Supervisors may cancel the election for a Special District Governing Board seat and appoint the person who filed nomination papers to fill the position when the number of positions is equal to or more than the number of persons who filed nomination papers.

Department's Next Steps (if approved):

Notify the High Knoll Ranches RIMD District of the election cancellation and declaration of Board vacancies.

Impact of NOT Approving/Alternatives:

High Knoll Ranches RIMD District will incur cost of election

To BOS Staff: Document Disposition/Follow-Up:

After BOS signature, have resolution recorded and send a copy to the Elections office.

Attachments

Cancel Election and Appoint - High Knoll Ranches Road Improvement 2012- Final - rev

RESOLUTION 12-__

CANCELING THE HIGH KNOLL RANCHES ROAD IMPROVEMENT DISTRICT BOARD ELECTION AND RESOLVING THAT THE BOARD POSITIONS ARE HEREBY DECLARED VACANT

WHEREAS, in accordance with the provisions of A.R.S. § 16-226, the **High Knoll Ranches Road Improvement District** called for an election for two board seats, with four year terms, to be held November 6, 2012; and

WHEREAS, on August 8, 2012, the date set pursuant to A.R.S. § 16-311.B, no candidates filed for the seats up for election on **High Knoll Ranches Road Improvement District** Board; and

WHEREAS, pursuant to A.R.S. § 14-1082, in the event that only one person submits a petition for an election to each position on the board of directors of a road improvement district, the Board of Supervisors may cancel the election for that position and appoint the person who filed a nomination petition to fill the position; and

WHEREAS, as of 5:00pm on August 22, 2012, the date set pursuant to A.R.S. § 16-312.B(2), no candidate filed as a write-in for an election that may be canceled,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Cochise County that the High Knoll Ranches Road Improvement District Board Election scheduled for November 6, 2012 is hereby canceled.

FURTHER, BE IT RESOLVED that the two board seats up for election are hereby declared vacant, effective December 1, 2012, to be filled by the Board Members at that time.

///

RESOLUTION 12-__

**Re: Canceling The High Knoll Ranches Road Improvement District Board
Election And Resolving That The Board Positions Are Hereby Declared
Vacant**

Page 2

PASSED AND ADOPTED this 28th day of August, 2012.

Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard
Clerk of the Board

Britt W. Hanson, Civil Deputy
County Attorney

Regular Board of Supervisors Meeting**Elections and Special Districts****Meeting Date:** 08/28/2012

Adopt Resolution 12-___ canceling the Northern Cochise County Hospital District election and declaring the two seats vacant

Submitted By: Juanita Murray, Elections & Special Districts

Department: Elections & Special Districts

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS Submitted for Signature: 1

NAME of PRESENTER: N/A

TITLE of PRESENTER: N/A

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?: A.R.S. 48-1908

Information**Agenda Item Text:**

Adopt Resolution 12-70 canceling the Northern Cochise County Hospital District Board November 6, 2012 election for the two 2-year board seats up for election and resolving that the board positions are hereby declared vacant, effective the December 1, 2012, to be filled by the Board Members at that time.

Background:

A.R.S. 48-1908 provides that the Board of Supervisors may cancel the election for a Special District Governing Board seat and appoint the person who filed nomination papers to fill the position when the number of positions is equal to or more than the number of persons who filed nomination papers.

Department's Next Steps (if approved):

Notify the Northern Cochise County Hospital District of the election cancellation and declaration of Board vacancies.

Impact of NOT Approving/Alternatives:

Northern Cochise County Hospital District will incur cost of election

To BOS Staff: Document Disposition/Follow-Up:

After BOS signature, have resolution recorded and send a copy to the Elections office.

Attachments

Cancel Election and Appoint - Northern Cochise County Hospital 2012- Final - rev

RESOLUTION 12-__

**CANCELING THE NORTHERN COCHISE COUNTY HOSPITAL
DISTRICT BOARD ELECTION FOR THE TWO BOARD SEATS UP FOR
ELECTION AND RESOLVING THAT THE TWO OPEN BOARD
POSITIONS ARE HEREBY DECLARED VACANT**

WHEREAS, in accordance with the provisions of A.R.S. § 16-226, the **Northern Cochise County Hospital District** called for an election for two governing board seats, with two year terms, to be held November 6, 2012; and

WHEREAS, on August 8, 2012, the date set pursuant to A.R.S. § 16-311.B, no candidate filed for the two seats up for election on the **Northern Cochise County Hospital District** Board; and

WHEREAS, pursuant to A.R.S. § 48-1908, in the event that only one person submits a petition for an election to each position on the board of directors of a hospital district, the Board of Supervisors may cancel the election for that position and appoint the person who filed a nomination petition to fill the position; and

WHEREAS, as of 5:00pm on August 22, 2012, the date set pursuant to A.R.S. § 16-312.B(2), no candidate filed as a write-in for an election that may be canceled; and

NOW THEREFORE be it resolved by the Board of Supervisors of Cochise County that the **Northern Cochise County Hospital District** Board Election scheduled for November 6, 2012 is hereby canceled.

FURTHER be it resolved that the two open governing board positions on the Northern Cochise County Hospital District Board are declared vacant, effective December 1, 2012, to be filled by the Board Members at that time.

///

RESOLUTION 12-__

**Re: Canceling The Northern Cochise County Hospital District Board
Election For The Two Board Seats Up For Election And Resolving That
The Two Open Board Positions Are Hereby Declared Vacant**

Page 2

PASSED AND ADOPTED this 28th day of August, 2012.

Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard
Clerk of the Board

Britt W. Hanson, Civil Deputy
County Attorney

Regular Board of Supervisors Meeting

Meeting Date: 08/28/2012

Demands

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

NAME n/a
of PRESENTER:

Mandated Function?:

Recommendation:

of ORIGINALS

Submitted for Signature:

TITLE n/a
of PRESENTER:

**Source of Mandate
or Basis for Support?:**

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

Auditor-General's requirement for Board of Supervisors to approve.

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

Board of Supervisors will not be in compliance with State law.

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Regular Board of Supervisors Meeting

Meeting Date: 08/28/2012

Amend Effective Date for Resolution adopting Sanitary Code Revisions

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS 2

Submitted for Signature:

NAME Mary Gomez

of PRESENTER:

TITLE CHSS

of PRESENTER: Director

Mandated Function?: Federal or State Mandate

**Source of Mandate
or Basis for Support?:**

Docket Number (If applicable):

Information

Agenda Item Text:

Correct the effective date of Resolution 12-28 previously adopted by the Board of Supervisors on July 24, 2012 from "July 24, 2012" to "August 23, 2012".

Background:

The effective date on Resolution 12-28 adopted by the Board on July 24, 2012 was listed as "on and after July 24, 2012" and should have been "on and after August 23, 2012" to coincide with the effective date of the Ordinance adopted at that same meeting; the date is amended on the attached revised Resolution.

Department's Next Steps (if approved):

Record amended Resolution

Impact of NOT Approving/Alternatives:

To BOS Staff: Document Disposition/Follow-Up:

Record amended Resolution

Regular Board of Supervisors Meeting

Meeting Date: 08/28/2012

New Liquor License Saeculum Cellars

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS 0

Submitted for Signature:

**NAME
of PRESENTER:** Katie Howard

**TITLE
of PRESENTER:** Clerk of
the
Board

Mandated Function?: Not Mandated

**Source of Mandate
or Basis for Support?:**

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a new liquor license application for a series #13 (domestic winery) liquor license submitted by Mr. Dan C. Pierce for Saeculum Cellars located at 4511 East Robbs Road, Willcox, 85643.

Background:

Mr. Dan C. Pierce has applied for a series #13 (domestic winery) for Saeculum Cellars located at 4511 East Robbs Road, Willcox, 85643. The Sheriff's Office and the Planning and Zoning Department have recommended approval of the application. There have been no formal protests to this liquor license.

The Environmental Health Division noted that the applicant, Patricia M. Nybergs is working with the Environmental Health Specialists in Sierra Vista to ensure compliance with the Cochise County Sanitary Code, Arizona Food Code, Prop 201 and all necessary requirements prior to opening the facility. The Treasurer's Office noted that all property taxes for the location are current.

Mr. Mark Jorve has paid the \$100.00 processing fee. Supporting documentation regarding this liquor license is attached.

Department's Next Steps (if approved):

Board staff will forward the Board's decision to the Arizona Department of Liquor License and Control.

Impact of NOT Approving/Alternatives:

A hearing on this application will be scheduled with the State Liquor Board.

To BOS Staff: Document Disposition/Follow-Up:

Send packet to ADLLC and copy of letter w/out attachments to applicant.

Attachments

Application

Affidavit of Posting

Notice of Posting

Completed Review Forms

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS
2012 JUL 16 P 12:12

APPLICATION FOR LIQUOR LICENSE
TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- ☐ MORE THAN ONE LICENSE
☐ INTERIM PERMIT *Complete Section 5*
☒ NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16*
☐ PERSON TRANSFER (Bars & Liquor Stores ONLY)
Complete Sections 2, 3, 4, 11, 13, 15, 16
☐ LOCATION TRANSFER (Bars and Liquor Stores ONLY)
Complete Sections 2, 3, 4, 12, 13, 15, 16
☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE
Complete Sections 2, 3, 4, 9, 13, 16 (fee not required)
☐ GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16*

SECTION 2 Type of ownership:

- ☐ J.T.W.R.O.S. *Complete Section 6*
☐ INDIVIDUAL *Complete Section 6*
☐ PARTNERSHIP *Complete Section 6*
☐ CORPORATION *Complete Section 7*
☒ LIMITED LIABILITY CO. *Complete Section 7*
☐ CLUB *Complete Section 8*
☐ GOVERNMENT *Complete Section 10*
☐ TRUST *Complete Section 6*
☐ OTHER (Explain) _____

SECTION 3 Type of license and fees LICENSE #(s):

1. Type of License(s): Domestic Farm Winery (13)

Department Use Only

2. Total fees attached: \$

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. Pierce Dan Charles
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: Pierce Wines Arizona, LLC. B 1048 534
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: ~~dba~~ Saeculum Cellars, ~~dba~~ Bodega Pierce
(Exactly as it appears on the exterior of premises)
4. Principal Street Location 4511 East Robbs Road Willcox Cochise 85643
(Do not use PO Box Number) City County Zip
5. Business Phone: 602-320-1722 Daytime Contact: 602-320-1722
6. Is the business located within the incorporated limits of the above city or town? ☐ YES ☒ NO
7. Mailing Address: 5133 East Kathleen Road, Scottsdale, AZ 85254
City State Zip
8. Price paid for license only bar, beer and wine, or liquor store: Type \$ Type \$

DEPARTMENT USE ONLY

Fees: 100 Application Interim Permit Agent Change Club 44.00 Finger Prints \$ 144.00
TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? ☒ YES ☐ NO

Accepted by: M.C. Date: 7/12/2012 Lic. # 13023027

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. _____
4. Is the license currently in use? ☐ YES ☐ NO If no, how long has it been out of use? _____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,
(Print full name)
MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

X _____ State of _____ County of _____
(Signature)
The foregoing instrument was acknowledged before me this
_____ day of _____, _____
Day Month Year
My commission expires on: _____

(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
☐ ☐						
☐ ☐						
☐ ☐						
☐ ☐						

) Y R A S S E C E N F I T

2. Is any person, other than the above, going to share in the profits/losses of the business? ☐ YES ☐ NO
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

PIERCE AMERICA TRUST

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

Last	First	Middle	% Owned	Mailing Address	City	State	Zip
Pierce, Dan, Charles			50	5133 East Kathleen Road, Scottsdale, AZ			85254
Pierce, Barbara, Jean			50	5133 East Kathleen Road, Scottsdale, AZ			85254

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12 JUL 12 4:47 PM '03

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

☐ CORPORATION **Complete questions 1, 2, 3, 5, 6, 7, and 8.**

☒ L.L.C. **Complete 1, 2, 4, 5, 6, 7, and 8.**

1. Name of Corporation/L.L.C.: Pierce Wines Arizona, LLC.

(Exactly as it appears on Articles of Incorporation or Articles of Organization)

2. Date Incorporated/Organized: 01-05-2012 State where Incorporated/Organized: AZ

3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____

4. AZ L.L.C. File No.: L-17440573 Date authorized to do business in AZ: 01-05-2012

5. Is Corp./L.L.C. Non-profit? ☐ YES ☒ NO

6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City	State	Zip
Pierce	America	Trust	Manager	5133 East Kathleen Road,	Scottsdale,	AZ	85254
B 10455 see Attached Flow Chart							

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City	State	Zip
Pierce	America	Trust	100	5133 East Kathleen Road,	Scottsdale,	AZ	85254
See Attached Flow Chart							

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)

2. Is club non-profit? ☐ YES ☐ NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:

1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle
2. Assignee's Name: _____
Last First Middle
3. License Type: _____ License Number: _____ Date of Last Renewal: _____
4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 Government: (for cities, towns, or counties only)

1. Governmental Entity: _____
2. Person/designee: _____
Last First Middle Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)
3. Current Business Name: _____
(Exactly as it appears on license)
4. Physical Street Location of Business: Street _____
City, State, Zip _____
5. License Type: _____ License Number: _____
6. If more than one license to be transferred: License Type: _____ License Number: _____
7. Current Mailing Address: _____
(Other than business) Street _____
City, State, Zip _____
8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☐ YES ☐ NO
9. Does the applicant intend to operate the business while this application is pending? ☐ YES ☐ NO If yes, complete Section 5 of this application, attach fee, and current license to this application.
10. I, _____, hereby authorize the department to process this application to transfer the
(print full name)
privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.
- I, _____, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER
(print full name)
STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

(Signature of CURRENT LICENSEE)

State of _____ County of _____
The foregoing instrument was acknowledged before me this

Day Month Year

(Signature of NOTARY PUBLIC)

My commission expires on: _____

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

1. Current Business: Name _____
(Exactly as it appears on license) Address _____
2. New Business: Name _____
(Physical Street Location) Address _____
3. License Type: _____ License Number: _____
4. If more than one license to be transferred: License Type: _____ License Number: _____
5. What date do you plan to move? _____ What date do you plan to open? _____
-

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02) c) Government license (§ 4-205.03)
b) Hotel/motel license (§ 4-205.01) d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: 13 miles ft. Name of school Willcox Elementry School
Address 501 West Delos St., Willcox, AZ 85643
City, State, Zip _____
2. Distance to nearest church: 12.6 miles ft. Name of church Willcox United Methodist Church
Address 124 S Curtis Avenue, Willcox, AZ 85643
City, State, Zip _____
3. I am the: ☐ Lessee ☐ Sublessee ☒ Owner ☐ Purchaser (of premises)
4. If the premises is leased give lessors: Name _____
Address _____
City, State, Zip _____
- 4a. Monthly rental/lease rate \$ _____ What is the remaining length of the lease ___ yrs. ___ mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ _____ or other _____
(give details - attach additional sheet if necessary)
5. What is the total business indebtedness for this license/location excluding the lease? \$ \$450,000
Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
Amigos De Vino, Inc.			\$450,000	3222 N Echo Canyon Rd., Cornville, AZ	86325	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Domestic Farm Winery and appointment only wine tasting

SECTION 13 - continued

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
☐ YES ☒ NO If yes, attach explanation.
8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? ☐ YES ☒ NO
9. Is the premises currently licensed with a liquor license? ☐ YES ☒ NO If yes, give license number and licensee's name:

License # _____ (exactly as it appears on license) Name _____

SECTION 14 Restaurant or hotel/motel license applicants:

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? ☐ YES ☒ NO
If yes, give the name of licensee, Agent or a company name:
_____ and license #: _____
Last First Middle
2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this ☐ hotel/motel ☐ restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

applicant's signature

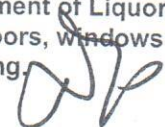
As stated in A.R.S. § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check ALL boxes that apply to your business:
☒ Entrances/Exits ☒ Liquor storage areas Patio: ☐ Contiguous
☐ Service windows ☐ Drive-in windows ☐ Non Contiguous
2. Is your licensed premises currently closed due to construction, renovation, or redesign? ☐ YES ☒ NO
If yes, what is your estimated opening date? _____
month/day/year
3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

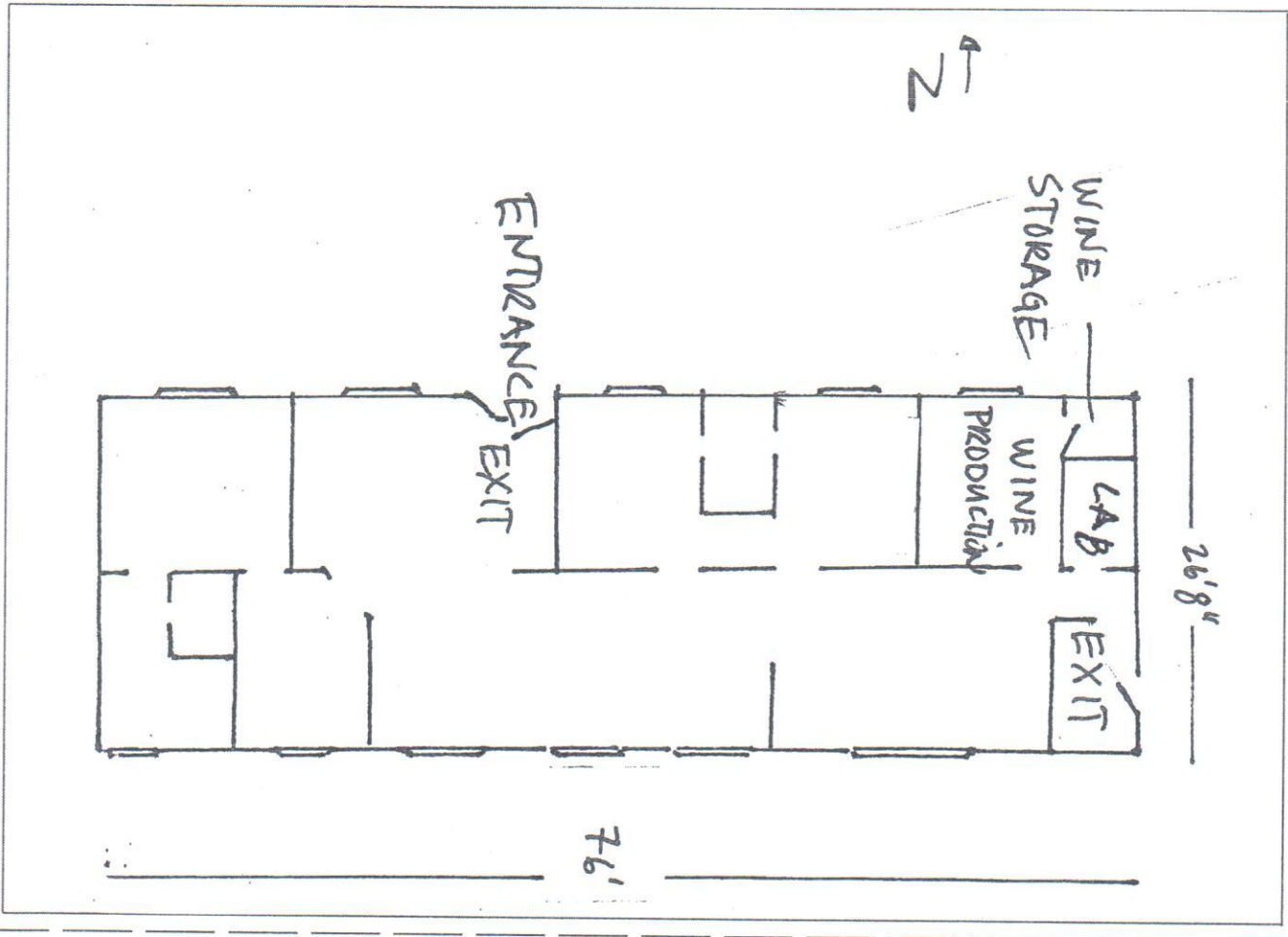
As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.


applicants initials

SECTION 15 Diagram of Premises

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

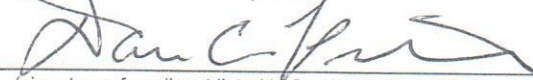
If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



12 JUL 12 19:16 PM 2013

SECTION 16 Signature Block

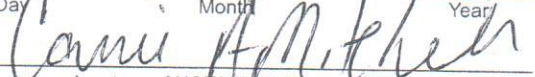
I, Dan Charles Pierce, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X 
(signature of applicant listed in Section 4, Question 1)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

12 of July, 2012
Day Month Year


signature of NOTARY PUBLIC

My commission expires on : 4 Dec. 2015
Day Month Year



12-11-12 11:16 PM 203

03-05-12:08:37AM

AZ CORPORATION COMMISSION
FILED

MAR 6 5 2012

FILE NO. 17440573



After filing with the:

Daleen J. Morgan, FLC
7025 North Scottsdale Road, Suite 115
Scottsdale, AZ 85255ARTICLES OF ORGANIZATION
of
PIERCE WINES ARIZONA, LLC

As authorized in A.R.S. section 29-632, Daleen J. Morgan states as follows:

1. The name of the limited liability company is Pierce Wines Arizona, LLC ("Company").
2. The address of the registered office of the Company is 5133 East Kachilum Road, Scottsdale, AZ 85254.
3. The name and address of the agent for service of process for the Company is Daleen J. Morgan, FLC, 7025 North Scottsdale Road, Suite 115, Scottsdale, AZ 85255.
4. The Company will have perpetual existence.
5. Management of the Company is vested in a manager; the name and address of whom are as follows:
Pierce America Trust, dated July 25, 2011
Dana C. Pierce and Barbara J. Pierce, Trustees
5133 East Kachilum Road
Scottsdale, AZ 85254

6. The names and address of each member who owns a twenty per cent or greater interest in the capital or profits of the Company are as follows:

Pierce America Trust, dated July 25, 2011
Dana C. Pierce and Barbara J. Pierce, Trustees
5133 East Kachilum Road
Scottsdale, AZ 85254

Dated January 5, 2012

Daleen J. Morgan

12 JUL 12 11:07 AM

08-06-12:09:37AM

3/ 8

Daleen J. Morgan, PLC, having been appointed to act as the statutory agent for Phoenix Wireless
Arizona, LLC, accepts that appointment.

Daleen J. Morgan, PLC

By 
Daleen J. Morgan, President

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor

Phoenix AZ 85007-2934

(602) 542-5141

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with **BLACK INK**.
An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD AVAILABLE AT THIS OFFICE. FINGERPRINTS ON FBI-APPROVED CARDS ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES, OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT CHARGES A \$13 FEE.

In addition to other fingerprint fees, a \$22 DPS background check fee will be charged for each fingerprint card.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License #

1302 3027

(If the location is currently licensed)

1. Check appropriate box → ☒ Controlling Person (Complete Questions 1-19) ☒ Agent (Complete All Questions except # 14, 14a & 21) ☐ Manager (Only) (Complete All Questions except # 14, 14a & 21)
Controlling Person or Agent must complete #21 for a Manager

2. Name: Pierce Dan Charles Date of Birth: [REDACTED]
Last First Middle (NOT a Public Record)

3. Social Security Number: [REDACTED] Drivers License: [REDACTED] State: AZ
(NOT a public record) (NOT a public record)

4. Place of Birth: Lincoln Nebraska USA Height: 6-01 Weight: 200 Eyes: BR Hair: Red
City State Country (not county)

5. Marital Status Single ☒ Married Divorced Widowed

6. Name of Current or Most Recent Spouse: Pierce Barbara Jean Nelson Date of Birth: 01 / 08 / 1954
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: November 1955

8. Telephone number to contact you during business hours for any questions regarding this document. 602-320-1722

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: dba Saeculum Cellars, dba Bodega Pierce Premises Phone: 602-320-1722

11. Physical Location of Licensed Premises Address: 4511 East Robbs Road Willcox Cochise 85643
Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
Oct 2011	CURRENT	Owner/Vigneron	Rolling View Vineyard, 4511 E. Robbs Rd., Willcox, AZ 85643
Aug 2010	Oct 2011	Cellar/ProdMgr/Vineyard	Page Springs Cellars, 1500 N Page Springs Rd, Cornville, AZ 86325
Aug 2009	Aug 2010	Cellar Master	OwenRoe/CreamWinery, 8400 Champoeg Rd NE, St.Paul, OR 97137

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↓

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
Oct 1985	CURRENT	Own	5133 E. Kathleen Road	Scottsdale	AZ	85254

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. **List most recent 1st.**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
Jan 1987	CURRENT	Owner/Art Director	Dan C. Pierce Design, 5133 E Kathleen, Rd, Scottsdale, AZ 85254

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↑

12 JUL 12 4:14 PM '03

If you checked the Manager box on the front of this form skip to # 15

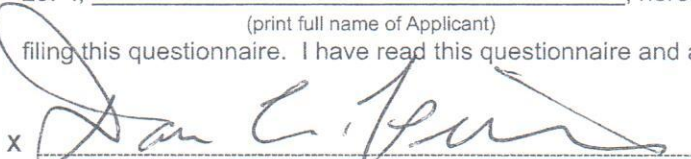
14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, how many hrs/day? 24/7, and answer #14a below. If NO, skip to #15. ✓ YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. ✓ YES NO

15. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years?
In addition, please include all traffic tickets and complaints within the last ten (10) years that resulted in a warrant for arrest AND any traffic tickets and complaints that are alcohol or drug-related. YES ✓ NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? Include only criminal traffic tickets and complaints. YES ✓ NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES ✓ NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES ✓ NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES ✓ NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.

SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, Dan Charles Pierce, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

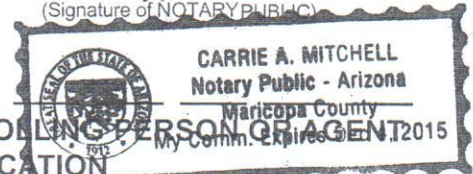
x 
(Signature of Applicant)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
12 day of July, 2012
Carrie A. Mitchell
(Signature of NOTARY PUBLIC)

My commission expires on:

4 Dec. 2015
Day Month Year

**COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT
APPROVING A MANAGER'S APPLICATION**



21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license.
The manager named must be at least 21 years of age.

State of _____ County of _____

The foregoing instrument was acknowledged before me this

x _____
Signature of Controlling Person or Agent (circle one)

_____ day of _____, _____
Month Year

Print Name

(Signature of NOTARY PUBLIC)

My commission expires on:

Day Month Year

12 JUL 12 11:47 AM '12

Arizona Department of Liquor Licenses and Control
 800 West Washington, 5th Floor
 Phoenix, Arizona 85007
 www.azliquor.gov
 602-542-5141

CERTIFICATE OF TITLE 4 TRAINING COMPLETION

Do Not Duplicate This Form

Certificates must be completed by a state-approved training course provider, in black ink, on an original form.

DAN PIERCE

Full Name (please print)

Signature

June 25, 2012

Training Completion Date

June 24, 2015 (B); 2017 (M)

Certificate Expiration Date

(MANAGEMENT - 5 years from completion date)
 (BASIC - 3 years from completion date)

Type of Training Completed (check Yes or No)

☒ Yes

☐ No

BASIC

☒ Yes

☐ No

ON SALE

☒ Yes

☐ No

MANAGEMENT

☒ Yes

☐ No

OFF SALE

☒ Yes

☐ No

BOTH

☐ Yes

☒ No

OTHER

If Trainee Is Employed By A Licensee

Name of Licensee

Business Name

Liquor License #

Alcohol Training Program Provider Information

SCOTTSDALE COMMUNITY COLLEGE

#11528

Company or Individual Name (please print)

9000 East Chaparral Road

Address

Scottsdale

AZ

85256

(480) 423-6322

City

State

Zip

Daytime Contact Phone #

I certify the above named individual has successfully completed the training specified above in accordance with Arizona Revised Statute, Arizona Administrative Code, and the training course curriculum approved by the Department of Liquor Licenses and Control:

GARY WARD

Name of Trainer (please print)

June 25, 2012

Trainer Signature

Date

Pursuant to A.R.S. § 4-112(G)(2), mandatory Title 4 liquor law training is required prior to the issuance of all new liquor license applications submitted after November 1, 1997.

The persons(s) required to attend both the BASIC and MANAGEMENT Title 4 liquor law training, on- or off-sale, will include all of the following:

Owner(s)

Licensee/agent or manager(s) actively involved in daily business operation

A valid (not expired) Certificate of Title 4 Training Completion must be submitted to the Department of Liquor Licenses and Control before a liquor license application is considered complete.

Before acceptance of a manager's questionnaire and/or agent change for an existing liquor license, proof of attendance for the BASIC and MANAGEMENT Title 4 liquor law training (on- or off-sale) is required.

12 JUL 12 14 PM 2012



ARIZONA STATEMENT OF CITIZENSHIP AND ALIEN STATUS FOR STATE PUBLIC BENEFITS

Professional License and Commercial License

Department of Liquor Licenses and Control

Liquor License #: 13023027

Ownership Name: Pierce Wines Arizona, LLC
(as listed on the current liquor license application or renewal application)

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

Arizona Revised Statutes § 1-501 requires, in general, that a person applying for a license must submit documentation to the licensing agency that satisfactorily demonstrates that the applicant is lawfully present in the United States.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III. Submit this completed form and copy of one or more documents that evidence your citizenship or alien status with your application for license or renewal.

SECTION I — APPLICANT INFORMATION

APPLICANT'S NAME (Print or type) Dan Charles Pierce DATE 07-11-2012

TYPE OF APPLICATION (check one) ☒ INITIAL APPLICATION ☐ RENEWAL

TYPE OF LICENSE Domestic Farm Winery

SECTION II — CITIZENSHIP OR NATIONAL STATUS DECLARATION

Directions: Attach a legible copy of the front, and the back (if any), of a document from the attached List A or other document that demonstrates U.S. citizenship or nationality. Name of document provided: Passport

A. Are you a citizen or national of the United States? (check one) ☒ Yes ☐ No

B. If the answer is "Yes," where were you born? List city, state (or equivalent), and country.

City Lincoln State (or equivalent) Nebraska Country or Territory USA

If you are a citizen or national of the United States, go to Section IV. If you are not a citizen or national of the United States, please complete Sections III and IV.

12 JUL 12 14 PM 2003

SECTION III — ALIEN STATUS DECLARATION

Directions: To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of the front, and the back (if any), of a document from the attached List B or other document that evidences your status. A.R.S. § 1-501. Name of document provided:

“Qualified Alien” Status (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))

- ☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA).
- ☐ 2. An alien who is granted asylum under Section 208 of the INA.
- ☐ 3. A refugee admitted to the United States under Section 207 of the INA.
- ☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- ☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- ☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- ☐ 7. An alien who is a Cuban and Haitian entrant (as defined in section 501(e) of the Refugee Education Assistance Act of 1980).
- ☐ 8. An alien who is, or whose child or child's parent is a “battered alien” or an alien subjected to extreme cruelty in the United States.

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

- ☐ 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C. § 1101 et seq.] Nonimmigrants are persons who have temporary status for a specific purpose. See 8 U.S.C. § 1101(a)(15).

Alien Paroled into the United States For Less Than One Year (8 U.S.C. § 1621(a)(3))

- ☐ 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C. § 1621(c)(2)(A) and (C))

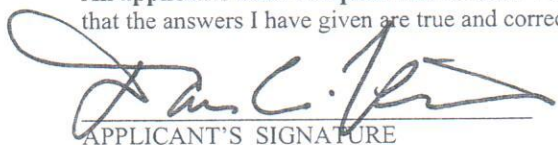
- ☐ 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- ☐ 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *et seq.*];
- ☐ 13. A foreign national not physically present in the United States.

Otherwise Lawfully Present (A.R.S. § 1-501)

- ☐ 14. A person not described in categories 1–13 who is otherwise lawfully present in the United States. PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

SECTION IV — DECLARATION

All applicants must complete this section. I declare under penalty of perjury under the laws of the state of Arizona that the answers I have given are true and correct to the best of my knowledge.



APPLICANT'S SIGNATURE

07-11-2012

TODAY'S DATE

12 JUL 12 14:14 PM 2012

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor

Phoenix AZ 85007-2934

(602) 542-5141

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK.
An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD AVAILABLE AT THIS OFFICE. FINGERPRINTS ON FBI-APPROVED CARDS ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES, OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT CHARGES A \$13 FEE.

In addition to other fingerprint fees, a \$22 DPS background check fee will be charged for each fingerprint card.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License #
1302 3027

(If the location is currently licensed)

1. Check appropriate box → ☒ Controlling Person (Complete Questions 1-19) ☐ Agent (Complete Questions 1-19) ☐ Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete #21 for a Manager

2. Name: Pierce Barbara Jean Date of Birth: [REDACTED] (NOT a Public Record)

3. Social Security Number: [REDACTED] Drivers License #: [REDACTED] State: AZ (NOT a public record)

4. Place of Birth: West Union Iowa USA Height: 5-08 Weight: 175 Eyes: BR Hair: BR City State Country (not county)

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed

6. Name of Current or Most Recent Spouse: Pierce Dan Charles Date of Birth: 08 / 24 / 1953 (List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: July 1968

8. Telephone number to contact you during business hours for any questions regarding this document. 602-320-1622

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: ~~dba Saeculum Cellars, dba Bodega Pierce~~ Premises Phone: 602-320-1722

11. Physical Location of Licensed Premises Address: 4511 East Robbs Road Willcox Cochise 85643 Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
July 2009	CURRENT	MAC-Ro Liaison	Rodel Foundation 6720 N Scottsdale Rd. Suite 310, Scottsdale, AZ 85253
Aug 1978	June 2009	Teacher/Principal	Madison School District 5601 N 16th St Phoenix, AZ 85016

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↑

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
Oct 1985	CURRENT	Own	5133 E. Kathleen Road	Scottsdale	AZ	85254
	June 2009					

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ✓ YES NO
If you answered YES, how many hrs/day? 24/3, and **answer #14a below**. If NO, skip to #15.
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof) ✓ YES NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years? YES ✓ NO
In addition, please include all traffic tickets and complaints within the last ten (10) years that resulted in a warrant for arrest AND any traffic tickets and complaints that are alcohol or drug-related.
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? Include only criminal traffic tickets and complaints. YES ✓ NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES ✓ NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES ✓ NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES ✓ NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.

SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

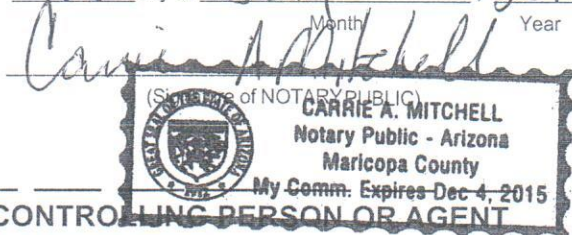
20. I, Barbara Jean Pierce, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

x Barbara Jean Pierce
(Signature of Applicant)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
12 day of July, 2012
Month Year

My commission expires on:

4 Dec. 2015
Day Month Year



**COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT
APPROVING A MANAGER'S APPLICATION**

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license.
The manager named must be at least 21 years of age.

State of _____ County of _____
The foregoing instrument was acknowledged before me this
_____ day of _____, _____
Month Year

x _____
Signature of Controlling Person or Agent (circle one)

Print Name

(Signature of NOTARY PUBLIC)

My commission expires on:

Day Month Year

12 JUL 12 PM 2:03

Arizona Department of Liquor Licenses and Control
 800 West Washington, 5th Floor
 Phoenix, Arizona 85007
 www.azliquor.gov
 602-542-5141

CERTIFICATE OF TITLE 4 TRAINING COMPLETION

Do Not Duplicate This Form

Certificates must be completed by a state-approved training course provider, in black ink, on an original form.

BARBARA PIERCE

Full Name (please print)

Signature

June 18, 2012

Training Completion Date

June 17, 2015 (B); 2017 (M)

Certificate Expiration Date

(MANAGEMENT - 5 years from completion date)
 (BASIC - 3 years from completion date)

Type of Training Completed (check Yes or No)

☒ Yes	☐ No	BASIC	☒ Yes	☐ No	ON SALE
☒ Yes	☐ No	MANAGEMENT	☒ Yes	☐ No	OFF SALE
☒ Yes	☐ No	BOTH	☐ Yes	☒ No	OTHER

If Trainee Is Employed By A Licensee

Name of Licensee

Business Name

Liquor License #

Alcohol Training Program Provider Information

SCOTTSDALE COMMUNITY COLLEGE

#11518

Company or Individual Name (please print)

9000 East Chaparral Road

Address

Scottsdale

AZ

85256

City

State

Zip

(480) 423-6322

Daytime Contact Phone #

I certify the above named individual has successfully completed the training specified above in accordance with Arizona Revised Statute, Arizona Administrative Code, and the training course curriculum approved by the Department of Liquor Licenses and Control:

GARY WARD

Name of Trainer (please print)

June 18, 2012

Trainer Signature

Date

Pursuant to A.R.S. § 4-112(G)(2), mandatory Title 4 liquor law training is required prior to the issuance of all new liquor license applications submitted after November 1, 1997.

The persons(s) required to attend both the BASIC and MANAGEMENT Title 4 liquor law training, on- or off-sale, will include all of the following:

Owner(s)

Licensee/agent or manager(s) actively involved in daily business operation

A valid (not expired) Certificate of Title 4 Training Completion must be submitted to the Department of Liquor Licenses and Control before a liquor license application is considered complete.

Before acceptance of a manager's questionnaire and/or agent change for an existing liquor license, proof of attendance for the BASIC and MANAGEMENT Title 4 liquor law training (on- or off-sale) is required.

ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-5141

AFFIDAVIT OF POSTING

Date of Posting: 7/18/12 Date of Posting Removal: 8/7/12

Applicant Name: Pierce Dan Charles
Last First Middle

Business Address: 4511 E Robbs Rd. Willcox 85643
Street City Zip

License #: 13023027

I hereby certify that pursuant to A.R.S. § 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

BRETT L. SIPE BUILDING INSPECTOR 520-432-9266
Print Name of City/County Official Title Telephone #

Brett L. Sipe 8-8-12
Signature Date Signed

Return this affidavit with your recommendation (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.

If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

Individuals requiring special accommodations please call (602) 542-9027

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES DATE POSTED: July 18, 2012

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE
Cochise County Board of Supervisors

PLACE 145 Melody Ln, Bisbee, AZ 85603 DATE/TIME August 28, 2012

HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: 520-432-9200

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE

RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND

NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE
STATE LIQUOR BOARD: 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007 (602) 542-9789

INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL - LOCAL GOVERNING BODY:

STATE LIQUOR DEPT: (602) 542-9789

POST ONE COPY OF THE APPLICATION FORM BELOW THIS NOTICE.

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Dan C. Pierce Address: 4511 E. Robbs Road
Business Name: Saeculum Cellars City/Zip: Willcox/85643
Liquor License #: 13023027 Parcel #: 305-32-019C
Ownership Type: Limited Liability Corporation Liquor License ☒ Special Event Liquor License ☐
Partner(s): Pierce Wines Arizona

TO BE COMPLETED BY THE ENVIRONMENTAL HEALTH DEPARTMENT

We would like to request your assistance in reviewing the attached application.

Please provide any pertinent information for the Board's consideration:

Cochise County Environmental Health Division has no objections to the issuing of Liquor License #13023027 to the applicant Dan C. Pierce.

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

- ☐ The Health Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.
- ☐ The Health Department is currently working with the property owner on health-related issues with the subject property.

Name: Michael McGee Title: Director
Signature: *Michael McGee* Date: July 24, 2012
Contact phone: (520) 432-9444 or (520) 586-8206 Email: mmcgee@cochise.az.gov

Return completed form with any attachments by:

07/31/12

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Dan C. Pierce Address: 4511 E. Robbs Road
Business Name: Saeculum Cellars City/Zip: Willcox/85643
Liquor License #: 13023027 Parcel #: 305-32-019C
Ownership Type: Limited Liability Corporation Liquor License ☒ Special Event Liquor License ☐
Partner(s): Pierce Wines Arizona

TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

1. The applicant, or any named partner(s), has had a felony conviction within five (5) years prior to the application or;
2. There have been a significant number of incidents at the named location within five (5) years prior to the application.

If so, please attach pertinent documentation.

Comments: No derogatory information was discovered.

Based on the above information, the Sheriff's Office recommendation to the Board of Supervisors is:

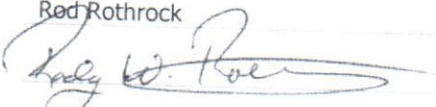
Approval

Disapproval

No Recommendation



Name: Red Rothrock

Signature: 

Contact phone: 432-9505

Title: Chief Deputy

Date: July 17, 2012

Email: rrothrock@cochise.az.gov

Return completed form with any attachments by:

7/31/12

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Dan C. Pierce Address: 4511 E. Robbs Road
Business Name: Saeculum Cellars City/Zip: Willcox/85643
Liquor License #: 13023027 Parcel #: 305-32-019C
Ownership Type: Limited Liability Corporation Liquor License ☒ Special Event Liquor License ☐
Partner(s): Pierce Wines Arizona

TO BE COMPLETED BY THE TREASURER'S OFFICE

Please advise if the property taxes for the parcel in question are current.

XX Yes ☐ No

If not, please attach pertinent documentation.

Comments:

Name: PJ Green Title: Tax Specialist
Signature: _____ Date: 7/17/12
Contact phone: 432-8406 Email: _____

Return completed form with any attachments by: 7/31/12

Regular Board of Supervisors Meeting

Meeting Date: 08/28/2012

Docket CP-12-01 (Martin) Request for a Comprehensive Plan Amendment from Neighborhood Conservation to Developing for a 6 Acre Property Near Whetstone

Submitted By: Mike Turisk, Community Development

Department: Community Development

Division: Planning

Presentation: PowerPoint

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS Submitted for Signature: 1

NAME of PRESENTER: Michael Turisk

TITLE of PRESENTER: Planning Division Manager

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Adopt Zoning Ordinance 12-11 to amend a certain Cochise County Comprehensive Plan Designation from Neighborhood Conservation (NC) to Developing (DEV).

Background:

APPLICATION FOR A COMPREHENSIVE PLAN AMENDMENT

The Applicant has requested a Comprehensive Plan amendment from the existing designation of NC (Neighborhood Conservation) to DEV (Developing) to facilitate rezoning the 6.3 acre subject parcel from TR-36 (Transitional-Residential; minimum lot size 36,000 sq.-ft. to GB (General Business). The property is located approximately .7-mile north of Mustang Corners in Whetstone, on the corner of SR90 and E. Hamel Rd. The Applicant is Bill Martin of Madera Realty in Tucson.

NATURE OF REQUEST AND ANALYSIS OF IMPACTS

Comprehensive Plan Amendment

The Applicant has requested rezoning the 6.3-acre subject parcel from TR-36 to GB. However, in order to obtain GB rezoning, an amendment to the Cochise County Comprehensive Plan (Plan) must first be approved to change the Neighborhood Conservation (NC) designation to Developing (DEV), as GB zoning isn't permitted in the NC Plan areas. The subject parcel is located approximately .7-mile north of Mustang Corners (SR90 and 82) in the Whetstone area, an area not covered by an adopted area plan. The Applicant has submitted this request to enable a future purchaser to pursue commercial activities that have yet to be determined. This request constitutes a minor Comprehensive Plan Amendment.

Plan Designations represent the broad parameters for delineated land use in the Comprehensive Plan. The Plan indicates that the creation of new zoning districts must be consistent with the character and intent of the Plan Designation or Growth Area in which the site is located. The Comprehensive Plan Growth Area Categories and Designations are designed to provide a measure of protection to the existing character of a particular area. Section 302 of the Plan indicates that it may be occasionally

amended; however, an amendment must be justified by citing specific examples of existing or future growth patterns that do not support continuing the pattern implied by the existing Area Category or Designation.

The subject parcel is designated Neighborhood Conservation (NC); this designation is a reflection of the overall residential character of the surrounding area, and is intended to provide a measure of protection from proliferating non-residential (commercial) uses. However, large areas to the west (across SR90) and south are designated Developing (DEV), and there is also precedent for General Business zoning and activities in the area. Established residential and rural-residential uses are also in the area, especially to the north and east.

A large portion of the subject area lies within a Category B Growth Area, areas described by the Plan as having a moderate level of residential and/or non-residential growth. Furthermore, Category B Growth Areas serve as a logical transition between urban growth and rural areas and/or has a distinctive community identity. These areas also have adequate water, access, drainage and sewage disposal, improved streets designated as arterial or collectors that may support limited non-residential development, and have substantial potential for further development. A small acreage Plan amendment such as this implies that this is an appropriate location for commercial development, including associated infrastructure and services, as opposed to strictly or overwhelmingly continuing residential land uses in the area.

Although a Plan amendment to Developing would not entirely be in keeping with the established, largely residential and rural-residential character of the area, because of the property's proximity to other GB districts and SR 90, and large areas designated Developing to the south and west across SR90, a Comprehensive Plan Amendment changing the property to Developing would not be inappropriate.

The Comprehensive Plan suggests that a small acreage plan amendment such as this may not be supported, because once established, a precedent is set to request additional plan changes in proximity to the original request thus potentially significantly changing patterns of growth. [This is not the case here, as there is precedent for DEV and GB in the immediate area]. The Commission and Board, in the future, may wish to consider a Comprehensive Plan change that would better reflect the anticipated potential for commercial development along the east side of the SR 90 corridor under the County's jurisdiction.

Summary of Compliance with Rezoning Factors.

PLANNING AND ZONING COMMISSION'S RECOMMENDATION

Mr. William Martin, Applicant, confirmed his wish to change the property's Plan Designation to Developing in order to ultimately gain approval for GB zoning. Mr. Martin indicated that he does not have a development plan for the site, but rather, he intends to market it to prospective business-minded buyers. The Commission suggested that granting the Comprehensive Plan amendment would provide the additional marketability that Mr. Martin seeks, but expressed concern about the apparent uncertainty about future commercial uses.

FACTORS FAVORING APPROVAL

1. Developing (DEV) Plan Designations are located nearby and precedent exists for commercial zoning and activities in the area;
2. The property lies along a major State Highway, a location appropriate for DEV Plan Designations and GB zoning;
3. There would be no immediate impacts to area residential and rural-residential properties; and
4. Three letters of support were received.

FACTORS FAVORING DENIAL

1. The subject parcel is in an area designated by the Comprehensive Plan as NC. This designation is intended to protect residential neighborhoods from a proliferation of non-residential uses;
2. The Comprehensive Plan Amendment and rezoning requests may be considered speculative in nature; therefore, the type of commercial activities which would occur is uncertain, making analysis of potential impacts difficult;
3. Two letters in opposition were received; and
4. The Planning and Zoning Commission voted unanimously to approve the requested Comprehensive Plan Amendment, but voted unanimously to deny the rezoning request.

STAFF RECOMMENDATION

Based on the Factors Favoring Approval, the Community Development Department recommends approval of this Comprehensive Plan amendment.

Department's Next Steps (if approved):

If the Board adopts the Zoning Ordinance, approving the Comprehensive Plan Amendment, the next step would be for the Chairman to sign the Ordinance.

Impact of NOT Approving/Alternatives:

If the Board does not adopt the Ordinance, the 6.3-acre subject property will remain designated Neighborhood Conservation on the Comprehensive Plan Map.

To BOS Staff: Document Disposition/Follow-Up:

Please return a copy of the signed, recorded Ordinance for the Planning Department files.

Attachments

CP-12-01/Z-12-05 Staff Memo

Legal Notice

Applications:Staff Comments:Citizen Review Letters

CP-12-01 Ordinance (Martin)

Martin Exhibit A

CP-12-01.pptx;Z-12-05 (Martin)



COMMUNITY DEVELOPMENT DEPARTMENT

Planning, Zoning and Building Safety

1415 Melody Lane, Bisbee, Arizona 85603

(520) 432-9240

Fax 432-9278

MEMORANDUM

TO: Board of Supervisors
Through: Michael Ortega, County Administrator

FROM: Michael Turisk, Planning Manager
For: Karen Riggs, Interim Community Development Director

SUBJECT: Docket CP-12-01/Z-12-05 (Martin)

DATE: August 15, 2012 for the August 28, 2012 Meeting

APPLICATION FOR A COMPREHENSIVE PLAN AMENDMENT AND REZONING

The applicant has requested a Comprehensive Plan amendment from the existing designation of NC (Neighborhood Conservation) to DEV (Developing) to facilitate rezoning the 6.3 acre subject parcel from TR-36 (Transitional-Residential; minimum lot size 36,000 sq.-ft. to GB (General Business). The property is located approximately .7-mile north of Mustang Corners in Whetstone, on the corner of SR90 and E. Hamel Rd. The Applicant is Bill Martin of Madera Realty in Tucson.

I. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING USES

Current Zoning: TR-36
Proposed Zoning: GB
Parcel Size: 6.3 acres
Existing Growth Area: Category B (Community Growth Area)
Existing Plan Designation: NC (Neighborhood Conservation)
Existing Development: None
Proposed Uses: Unspecified Commercial Use(s)

SURROUNDING ZONING

Relationship to Subject Parcel	Zoning District	Use of Property
North	GB	commercial and residential
West	RU-4; MH-72	SR90; residential; some undeveloped land
South	TR-36	residential; some undeveloped land
East	TR-36	residential



View northward to subject property. SR90 is to the left.

II. PARCEL HISTORY

There are no records of history for the subject parcel.

III. NATURE OF REQUEST AND ANALYSIS OF IMPACTS

Comprehensive Plan Amendment

The Applicant has requested rezoning the 6.3-acre subject parcel from TR-36 to GB. However, in order to obtain GB rezoning, an amendment to the Cochise County Comprehensive Plan (Plan) must first be approved to change the Neighborhood Conservation (NC) designation to Developing (DEV), as GB zoning isn't permitted in the NC Plan areas. The subject parcel is located approximately .7-mile north of Mustang Corners (SR90 and 82) in the Whetstone area, an area not covered by an adopted area plan. The Applicant has submitted this request to enable a future purchaser to pursue commercial activities that have yet to be determined. This request constitutes a *minor* Comprehensive Plan Amendment.

Plan Designations represent the broad parameters for delineated land use in the Comprehensive Plan. The Plan indicates that the creation of new zoning districts must be consistent with the character and intent of the Plan Designation or Growth Area in which the site is located.

The Comprehensive Plan Growth Area Categories and Designations are designed to provide a measure of protection to the existing character of an area. Section 302 of the Plan indicates that it may be occasionally amended; however, an amendment must be justified by citing specific examples of existing or future growth patterns that do not support continuing the pattern implied by the existing Area Category or Designation.

The subject parcel is designated Neighborhood Conservation (NC); this designation is a reflection of the overall residential character of the surrounding area, and is intended to provide a measure of protection from proliferating non-residential (commercial) uses. However, large areas to the west (across SR90) and south are designated Developing (DEV), and there is precedent for commercial zoning and activity in the general area. Established residential and rural-residential uses are also in the area, especially to the north and east. SR90 is to the west, with residential properties and undeveloped land beyond.

A large portion of the subject area lies within a Category B Growth Area, areas described by the Plan as having a moderate level of residential and/or non-residential growth. Furthermore, Category B Growth Areas serve as a logical transition between urban growth and rural areas and/or has a distinctive community identity. These areas also have adequate water, access, drainage and sewage disposal, improved streets designated as arterial or collectors that may support limited non-residential development, and have substantial potential for further development. A small acreage Plan amendment such as this implies that this is an appropriate location for commercial development, including associated infrastructure and services, as opposed to strictly or overwhelmingly continuing residential land uses in the area.

Although a Plan amendment to Developing would not entirely be in keeping with the established, largely residential and rural-residential character of the area, because of the property's proximity to another GB district and SR 90, and large areas designated Developing to the south and west across SR90, a change to Developing would not be inappropriate.

The Comprehensive Plan suggests that a small acreage plan amendment such as this may not be supported, because once established, a precedent is set to request additional plan changes in proximity to the original request thus potentially significantly changing patterns of growth. Based on this it may be necessary to expand the size of the amendment area to encompass a logical plan amendment area rather than approve a spot amendment designed to accommodate a single parcel rezoning. The Commission, in the future, may wish to consider a Comprehensive Plan change that would better reflect the anticipated potential for commercial development along the east side of the SR 90 corridor under the County's jurisdiction.

Summary of Compliance with Rezoning Factors

Section 2208.03 of the Zoning Regulations provides 14 rezoning evaluation factors. Most of the factors are not applicable at this time due in part to the speculative nature of the request.

Mandatory Compliance: Permitted Districts by Plan Designation or Other Adopted Plans

Section 2208.03 reads:

Within each Plan Designation or Area, as depicted in Article 4, Section 402, only those zoning districts which are compatible with the characteristics of that Designation or Area may be formed. Further, if a master development plan, transportation plan or other land use plan has been adopted for the area encompassing the rezoning, the rezoning shall be consistent with the adopted plan. In order to protect the integrity and purpose of the County Comprehensive Plan, compliance with this factor is mandatory.

If the desired zoning district is not permitted in the existing Plan Designation or Area, then it cannot be formed unless a plan change is first obtained according to the provisions of Article 4.

The subject parcel is not within an adopted area plan, MDP or other land use plan. Furthermore, the Applicant has requested changing the existing Plan Designation from Neighborhood Conservation (NC) to Developing (DEV) to facilitate rezoning the site to GB.

Land Use/Concept Plan – Does not comply

The Zoning Regulations indicate that a concept plan be submitted as part of a rezoning application:

1. The applicant's application is accompanied by a Land Use/Concept Plan, which at a minimum includes:

Non-residential

The type(s) of use(s) planned for the site is specified.

The general location, size and height of all structures, location, surface and width of driveways, general location and number of parking spaces, setbacks, proposed screening and landscaping and any significant topographical features such as washes, wetlands, cultural, archaeological or historical sites, hills, and rock outcroppings.

A concept plan showing future improvements was not submitted. As was indicated, the Applicant wishes to rezone the site to make it more attractive to prospective buyers interested in establishing a commercial use.

Compliance with Applicable Site Development Standards - Would likely comply

The property is large enough at 6.3-acres for most permitted uses in the GB districts to be able to comply with applicable site development standards. Full compliance would be determined upon submittal of a commercial permit application:

Setbacks: The minimum setback for all permitted structures and uses in the GB districts abutting TR districts is 40 feet or 20 feet from each road travelway. The subject parcel abuts a GB-zoned property to the south – the minimum setback along that property boundary would only be 5 feet. For Special Uses, however, the minimum setback doubles.

Screening: The Zoning Regulations requires 6 foot high solid screening between GB uses and residential uses.

Noise/Vibration/Odors and Other Nuisances or Emissions beyond the Site Boundary: Noise, vibration and odors are offsite impacts that potentially impact neighboring residential areas. If a proposed non-residential use would generate noise, vibrations and/or odors beyond which is permitted, the use must comply with Sections 1203.06-1203.09 of the Zoning Regulations which govern such off-site impacts.

Adjacent Districts Capable of Development - Complies

This rezoning would not render any adjacent parcel or district incapable of reasonable development.

Limitation on Non-conforming Uses - Complies

This rezoning would not create any non-conforming uses if approved.

Compatibility with Existing Development – Somewhat complies

Area development consists of primarily residential uses. There is a parcel zoned GB to the north, and other commercial zoning and uses exist farther south nearer to Mustang Corners. The request does not appear fully compatible with the primarily existing residential character of surrounding development. However, there is one parcel zoned GB abutting the subject property to the north, so approval of this request would not result in an isolated rezoning, a practice discouraged under Article 102.1.A.10.d of the Comprehensive Plan. The property's location along a major State Highway and less than a mile from established commercial uses constitutes a factor in favor of approval.

Rezoning to More Intense Districts – Somewhat complies

There isn't what might be considered a reasonable transition or buffer between the adjacent residential uses and this proposed GB rezoning. However, this request would create an extension of an existing GB district.

Adequate Services and Infrastructure - Complies

Adequate utility and infrastructure services appear to be available to the subject parcel for non-residential uses, and the submitted application indicates that Whetstone Water and the SSVEC would provide water and electric, respectively.

There is no natural gas service to the site, and an onsite septic system would be designed and permitted for the specific commercial use(s). Fire protection is provided by the Whetstone Fire District.

Traffic Circulation Criteria and Development Along Major Streets - Complies

Access to the subject parcel is via SR90 and E. Hamel Rd., a County-maintained unimproved road. E. Hamel also provides access to the rural-residential community to the east and north of the subject parcel. Comments from the County's Transportation Planner indicate that no improvements would be required at this time. Estimating the level of non-residential traffic is difficult at this time because the Applicant has not specified the nature of any non-residential use(s) (*see attached memo from the County Transportation Planner*). Traffic mitigation would be determined at the non-residential permit phase. Improvements to SR90 may include turning lanes and/or acceleration/deceleration lanes and medians. The access point located along E. Hamel Rd. would likely need improvement as well.

Section 102.B3.a of the Cochise County Comprehensive Plan states:

Non-residential development shall be discouraged from accessing directly onto streets that primarily serve residential areas;

Approval of this rezoning request would possibly impose non-residential use traffic into a residential area. However, the subject property lies west of the established residential area, an area most likely to be impacted due to its proximity to the subject parcel. Access would be taken primarily from SR90, so non-residential traffic would likely not encroach eastward into residential areas because traffic would generate from the west.

Infill – Not applicable

In order to limit non-residential sprawl, rezonings to GB, LI or HI are typically considered reasonable as infill only when the subject area is located within an existing Enterprise or Enterprise Redevelopment Comprehensive Plan designation. The subject parcel does not have this plan designation, therefore this request is not considered to be an infill development.

Water Conservation – Not applicable at this time

These parcels lie outside of the Sierra Vista Sub-Watershed Overlay Zone. If approved, any non-residential use would have to comply with the County water conservation measures as outlined in Section 1820 of the Zoning Regulations.

Public Input - Complies

Per the requirements of Article 22 and the Citizen Review Process, the applicant sent notice of the proposed Comprehensive Plan Amendment and Rezoning to property owners within 1,000 feet of the subject parcel boundaries. Two letters of support were received by the Applicant.

Official notice from the Planning Department was sent out at least 15 days prior to the Commission hearing to all property owners within 300 feet of the subject property. The property was posted and a legal notice was placed in the *Bisbee Observer*. To date, the Department has received one (1) letter of support and two (2) letters in opposition.

Hazardous Materials – Not applicable at this time

The use and/or storage of hazardous materials would be addressed at the commercial permit phase.

IV. PLANNING AND ZONING COMMISSION'S RECOMMENDATION

The Applicant confirmed to the Commission his wish to obtain GB zoning in order to more effectively market the property to prospective commercial interests. Mr. Bemis communicated concern about the speculative nature of the request and mentioned that neighboring property owners would not know what type(s) of commercial activity would occur if the rezoning were approved. Mr. Martzke mentioned surprise that the subject parcel is zoned TR-36 in light of its location adjacent to a State highway. He also suggested that granting the Comprehensive Plan amendment would provide the additional marketability that Mr. Martin seeks, but also expressed concern about the apparent uncertainty about future commercial uses. Nobody from the public chose to speak about the Applicant's requests.

The Commission voted unanimously to forward a recommendation of approval to the Board for the requested Comprehensive Plan Amendment change from NC to DEV. However, because of their concern about the uncertainty of future commercial uses, *the Commission voted unanimously to forward a recommendation of denial for the rezoning request to GB.*

V. SUMMARY

Despite the rather speculative nature of this request, a Plan amendment and rezoning from TR-36 to GB would likely not have significant impacts on the residential and rural-residential properties in the area, in part due to its location along a major highway, an area appropriate for General Business development. Furthermore, there is commercial zoning and activities in the general area. The residential areas nearby may actually benefit from a General Business district located close enough for their use.

Factors Favoring Approval

1. Developing (DEV) Plan Designations are located nearby and precedent exists for commercial zoning and activities in the area;
2. The property lies along a major State Highway, a location appropriate for GB zoning;
3. There would be no immediate impacts to area residential and rural-residential properties; and
4. Three letters of support were received.

Factors Favoring Denial

1. The subject parcel is in an area designated by the Comprehensive Plan as NC. This designation is intended to protect residential neighborhoods from a proliferation of non-residential uses;
2. The rezoning request may be considered speculative in nature; therefore, the type of commercial activities which would occur is uncertain, making analysis of potential impacts difficult;
3. Two letters in opposition were received; and
4. The Planning and Zoning Commission voted unanimously to approve the requested Comprehensive Plan Amendment, but voted unanimously to deny the rezoning request.

VI. RECOMMENDATION

Based on the Factors Favoring Approval, the Community Development Department recommends ***conditional approval*** of this Comprehensive Plan amendment and rezoning request.

Please note that this will require two motions from the Board, starting with the Comprehensive Plan amendment. The following standard condition is recommended:

1. The Applicant shall provide the County with a signed *Acceptance of Conditions* and a *Waiver of Claims* form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors' approval of the Comprehensive Plan Amendment and Rezoning or the approval of the Amendment and Rezoning may be deemed void.

Sample Motions:

1. *Mr. Chairman, I move to recommend approval of Docket CP-12-01, a Comprehensive Plan Amendment changing the Plan Designation of the subject property from Neighborhood Conservation (NC) to Developing (DEV); and*
2. *Mr. Chairman, I move to recommend approval of Docket Z-12-05, rezoning the subject parcel from TR-36 to GB, with the Condition recommended by staff.*

VII. ATTACHMENTS

- 1) Comprehensive Plan and Rezoning Applications
- 2) Aerial/Vicinity Map
- 3) Staff Comments
- 4) Citizen Review Letter and Public Comments

LEGAL NOTICE NOTICE OF PUBLIC HEARING

The Cochise County Planning and Zoning Commission hereby gives notice a public hearing will be held at 4:00 p.m. on Wednesday, August 8, 2012 at the Cochise County Board of Supervisors Hearing Room, at 1415 Melody Lane, Building G, in Bisbee, Arizona, to consider the following:

Docket CP-12-01/Z-12-05/ (Martin): The Applicant seeks to rezone the subject property from TR-36 (Transitional-Residential; minimum lot size 36,000 sq.-ft.) to General Business (Z-12-05). The property carries a “Neighborhood Conservation” Comprehensive Plan designation, which means that a rezoning to General Business is not possible without changing the Comprehensive Plan designation to “Developing” (CP-12-01). The Applicant has no specific plans for development of the property at this time, but intends to offer it to a tenant or developer for commercial purposes. The subject property (Parcel No. 106-19-018) is currently not addressed, and is located at the northeast corner of Hamel Road and SR 90 in Whetstone, AZ. The property is further described as being situated in Section 07, Township 20 S, Range 20 E, of the G&SRB&M, Cochise County, Arizona.

Applicant: Bill Martin of Madera Realty

Details of the above docket are on file in the office of the Cochise County Planning Department, 1415 W. Melody Lane, Bisbee, Arizona, and may be examined during office hours (Monday through Friday, 8 a.m. to 5 p.m.) All persons interested in said matter may appear at said public hearing at said time and place and show cause, if any they have, why said request should or should not be granted.

If the above docket has not been heard by the Planning and Zoning Commission by 8 p.m. at the August 8th meeting, the public hearing regarding this proposed rezoning and Comprehensive Plan amendment may be continued to a later date at the Chair’s discretion. If the Commission forwards a recommendation to the Board of Supervisors, this docket will be heard in a public hearing before the Board of Supervisors at or after 10:00 a.m. on August 28, 2012, at the same location as the Commission meeting.

Dated this 12th day of July, 2012

Jim Lynch, Chair, Planning and Zoning Commission

Publish: *Bisbee Observer*, no later than July 19, 2012



COMMUNITY DEVELOPMENT DEPARTMENT

Planning, Zoning and Building Safety

1415 Melody Lane, Bisbee, Arizona 85603

(520) 432-9240

Fax 432-9278

APPLICATION TO AMEND THE COCHISE COUNTY COMPREHENSIVE PLAN

Applicant Name: Madera Realty + Mortgage Defined Benefit Pension Plan

Mail Address: 5956 E. Pima St #100 Tucson, AZ 85712

Email Address: bill@madera.com

Phone Number(s): 520 325 2607 x12 / 520 2410969

Parcel Number(s): 106-19-018

Parcel Address(es): N.E. corner I-90 + Hame/ Rd
Whetstone

Date 6/4/12 Fee Paid: Yes ☒ No ☐ (Payable to Cochise County Treasurer)
(Application will not be processed until fee is paid)

FILL OUT THE REMAINDER OF THE APPLICATION - BE AS COMPLETE AS POSSIBLE - ATTACH ADDITIONAL SHEETS IF NECESSARY

1. Plan Amendments Proposed - If you seek a rezoning, it may require amendments to both the Cochise County Comprehensive Plan Growth Area Categories and Land Use Designations. It is advisable to work with a Planning Department staff planner to decide the necessary amendment (s).

a) Growth Area Amendment

Existing Growth Area Category B

Proposed Growth Area Category B

b) Land Use Designation Amendment

Existing Designation Neighborhood Conservation

Proposed Designation Developing

c) Existing Zoning TR-36 Proposed Zoning GB

"Public Programs, Personal Service"

www.cochise.az.gov

\\mines\planning and zoning\Division Depot\Planning Div Forms and Templates\Comp Plan Amend\Amend Comp Plan Application.doc

30

STAFF USE ONLY

Is Growth Area/Plan Designation Compatible with proposed Zoning?

Yes _____ No _____

2. Describe the location and boundaries of the proposed Plan Amendment(s). A rezoning request may only affect one parcel. Plan amendments, however, raise larger issues such as whether or not current or future growth patterns in an area are different than those indicated by the existing Growth Category and Designation. For this reason a plan amendment may involve evaluating a larger area than a specific site for a rezoning. If this is the case, the planner may request that the Plan amendment boundaries be expanded.

A. Major Street and Street Intersections: SR-90 and Hamel Rd
Northeast corner

- B. Attach a map showing the boundaries of the proposed Amendment; label streets and other important landmarks such as Township, Range and Section lines.

Map Attached: Yes ☒ No _____

3. Explain the reason that the proposed Plan amendment is justified. Growth Areas and

Plan Designations are designed to give a measure of protection to the existing character of an area; for example, requiring that only residential uses and densities or neighborhood-oriented businesses develop in existing neighborhoods. To justify an amendment, it is important to cite specific examples of existing or future growth that do not fit with the pattern of growth implied by the existing Growth Area or Designation or to demonstrate that proposed new development is large enough to warrant a new Growth Area.

This parcel borders a GB zone to the north.
466 feet of frontage on SR-90
3-Phase power on site.

There are no GB zoned or similar zones
in the immediate area to attract commercial users.

Applicant Signature: _____

William Martin Trustee

Property Owner Signature (if not the Applicant): _____

Print Property Owner Name: _____

William Martin

Date of signature of property owner: _____

6/5/12

"Public Programs, Personal Service"

www.cochise.az.gov

\\Minas\planning and zoning\Division Depot\Planning Div Forms and Templates\Comp Plan Amend\Amend Comp Plan Application.doc



COMMUNITY DEVELOPMENT DEPARTMENT

Planning, Zoning and Building Safety
1415 Melody Lane, Bisbee, Arizona 85603

(520) 432-9240
Fax 432-9278

COCHISE COUNTY REZONING APPLICATION

Submit to: Cochise County Community Department
1415 Melody Lane, Building E, Bisbee, Arizona 85603

1. Applicant's Name: William Martin Trustee, Madera Realty + Mortgage DBPP
2. Mailing Address: 5956 E. Pima St #100
Tucson, AZ 85712
City State Zip Code
3. Telephone Number of Applicant: (520) 325 2607 x12
4. Telephone Number of Contact Person if Different: (520) 241 0969 Mobile
5. Email Address: billm@madera.com
6. Assessor's Tax Parcel Number: 106 - 19 - 018 (Can be obtained from your County property tax statement)
3.7Ac. A portion of this tax code parcel See Map
7. Applicant is (check one):
 - ☒ Sole owner: X
 - ☐ Joint Owner: _____ (See number 8)
 - ☐ Designated Agent of Owner: _____
 - ☐ If not one of the above, explain interest in rezoning: _____
7. If applicant is **not** sole owner, attach a list of all owners of property proposed for rezoning by parcel number. Include all real parties in interest, such as beneficiaries of trusts, and specify if owner is an individual, a partnership, or a corporation:
 - ☐ List attached (if applicable): NA
8. If applicant is **not** sole owner, indicate which **notarized** proof of agency is attached:
 - ☐ If corporation, corporate resolution designating applicant to act as agent: _____
 - ☐ If partnership, written authorization from partner: _____
 - ☐ If designated agent, attach a **notarized** letter from the property owner(s) authorizing representation as agent for this application.

9. Attach a proof of ownership for all property proposed for rezoning. Check which proof of ownership is attached:
- Copy of deed of ownership: _____
 - Copy of title report: _____
 - Copy of tax notice: ☒ _____
 - Other, list: _____

10. Will approval of the rezoning result in more than one zoning district on any tax parcel?
- Yes _____ No ☒ _____

11. If property is a new split, or the rezoning request results in more than one zoning district on any tax parcel then a copy of a survey and associated legal description stamped by a surveyor or engineer licensed by the State of Arizona must be attached. ☒

12. Is more than one parcel contained within the area to be rezoned? Yes _____ No ☒ _____
- If yes and more than one property owner is involved, have all property owners sign the attached consent signature form.

13. Indicate existing Zoning District for Property: TR 36

14. Indicate proposed Zoning District for Property: NB

Note: A copy of the criteria used to determine if there is a presumption in favor of or against this rezoning is attached. Review this criteria and supply all information that applies to your rezoning. Feel free to call the Planning Department with questions regarding what information is applicable.

15. Comprehensive Plan Category: B (A County planner can provide this information.)

16. Comprehensive Plan Designation or Community Plan: _____ (A County planner can provide this information.) Neighborhood Conservation.

Note: in some instances a Plan Amendment might be required before the rezoning can be processed. Reference the attached rezoning criteria, Section A.

17. Describe all structures already existing on the property: None

18. List all proposed uses and structures which would be established if the zoning change is approved. Be complete. You may want to attach a site plan: _____

There is no development plan.

19. Are there any deed restrictions or private covenants in effect for this property?

- No ☒ Yes _____
- If yes, is the proposed zoning district compatible with all applicable deed restrictions/private covenants? Yes _____ No _____

- Provide a copy of the applicable restrictions (these can be obtained from the Recorder's office using the recordation Docket number)

20. Which streets or easements will be used for traffic entering and exiting the property?

E. Hame / Rd. direct access to site.

21. What off-site improvements are proposed for streets or easements used by traffic that will be generated by this rezoning? NA.

22. How many driveway cuts do you propose to the streets or easements used by traffic that will be generated by this rezoning? Subject to development plan.

23. Identify how the following services will be provided:

Service	Utility Company/Service Provider	Provisions to be made
Water	Whetstone Water	Available at lot line
Sewer/Septic	Septic	to be installed by user
Electricity	Sulphur Springs Electric	At lot line includes 3 phase power
Natural Gas	No	None
Telephone	Cox	At lot line
Fire Protection	Whetstone Fire	1 Block away. New service agreement w/ user.

24. This section provides an opportunity for you to explain the reasons why you consider the rezoning to be appropriate at this location. The attached copy of the criteria used to determine if there is a presumption in favor of or against this rezoning is attached for your reference (attach additional pages as needed). See Attachment.

25. AFFIDAVIT

I, the undersigned, do hereby file with the Cochise County Planning Commission this petition for rezoning. I certify that, to the best of my knowledge, all the information submitted herein and in the attachments is correct. I hereby authorize the Cochise County Planning Department staff to enter the property herein described for the purpose of conducting a field visit.

Applicant's Signature: _____

Date: May 22, 2012

Will H. Trustee Madera Realty
+ Mortgage DBPP.



**This map is a product of the
Cochise County GIS**



0' 100' 200' 300' 400' 500' 600' 700' 800' 900' 1000'



This document is a graphic representation only of best available sources.
Cochise County assumes no responsibility for any errors.

nturisk, 2012-07-30 15:40:39
(11Ccappm13lgoodesy\EncompassAdmin\MetaView.Mdb)



COMMUNITY DEVELOPMENT DEPARTMENT

Planning, Zoning and Building Safety
1415 Melody Lane, Bisbee, Arizona 85603

(520) 432-9240
Fax 432-9278

Carlos de la Torre, P.E. Community Development Director

MEMORANDUM

TO: Keith Dennis, Senior Planner

FROM: Karen L. Lamberton, County Transportation Planner

SUBJECT: Martin Re-Zoning//Z-12-05//CP-12-01

DATE: July 11, 2012

The applicant is applying for a rezoning of from TR-36 to General Business within an area currently in the Comprehensive Plan as a Neighborhood Conservation designation. The applicant is also proposing a change of this designation to "Developing" with a possible future intention of offering this parcel to a commercial tenant or developer. No specific use has been proposed at this time.

Access is taken from Highway 90, then to Hamel Rd., a county-maintained primitive roadway with 60 feet of dedicated Right-of-Way in the Whetstone area.

Recommendation

Land use changes do not, in and of themselves, change traffic patterns; however, they do create conditions for future transportation impacts. This re-zoning seeks to change the character of the area from neighborhood scaled development to a higher intensity commercial use without giving any indication of what level that future commercial use might be. The range of traffic impact vary widely and the applicant may be required to address future traffic impacts with the submittal of a formal Traffic Impact Analysis that meet with both State and County approval along with any appropriate mitigation that might then be needed appropriate to the final site development plans.

The applicant is further advised that commercial scaled traffic may require mitigation on the adjacent state highway 90 that may include turning lanes, raised medians, acceleration and/or deceleration lanes. Mitigation may also be needed on the recommended access point on Hamel Rd., currently a primitive road. There are very few commercial uses for which a primitive road access is appropriate and it is likely that bringing that portion of Hamel Rd. up to County design standards for an access roadway may be needed.

As the applicant has not provided any specific type of commercial use a traffic analysis and comparison to currently approved land uses cannot be made. That being the case we can offer not specific recommendation for or against the proposed re-zoning.

cc: Docket Z-12-05/CP-12-01

37

William Martin, Trustee
Madera Realty and Mortgage
Defined Benefit and Pension Plan
5956 E. Pima Street suite 100
Tucson, AZ 85712
520-325-2607 ext 12
billm@madera.com

Re: Citizens Review Rezoning and Plan Designation Amendment
Parcel #106-19-018, I-90 and Hamel Rd

Dear Neighbor:

Thank you for taking the time to review my re-zoning application again. I am sorry for any inconvenience I may have caused you. I have good reason for this request and change.

After further review of the **Neighborhood Business (NB)** zoning, I realized that the zoning is too restrictive for potential commercial users as it limits the building size on my 3.7 acre parcel to 2,500 s.f. as defined under sections 1102.10, 1102.11, 1102.04, 1102.19, and 1102.13 of the NB zoning code (see below). A 2,500 s.f. building on a 161,172 s.f. parcel severely limits its highest and best use as it provides site coverage of only 1.6%. The following is an excerpt from the current NB zoning code describing the maximum building sizes.

1102.04: Day care establishments, not to exceed 2,500 square feet of floor area.

1102.10: Personal and Professional services, not to exceed 2,500 square feet of floor area.

1102.11: Indoor and outdoor recreational facilities, not to exceed 2,500 square feet of floor or recreation area.

1102.12: Retail sales of merchandise, not to exceed 2,500 square feet of floor area. May include on-site manufacturing incidental and accessory to the sale of goods such as but not limited to baked goods.

1102.13: Restaurants, bars, taverns and nightclubs, not to exceed 2,500 square feet of floor area.

1102.19: Repair Services, light,, not to exceed 2,500 square feet of floor area.

In my opinion, the limited building size limits are not reflective of today's building size requirements and development standards for many users. Therefore, I am resubmitting my rezoning application to Cochise County for a **Plan Designation Amendment** from **Neighborhood Conservation (NC)** to **Developing (DEV)**. Under the **DEV** plan designation, I am able to request a **General Business (GB)** re-zoning classification. I have attached for your review the GB zoning description. My parcel is currently zoned **TR-36**. The county's plan designations are as follows.

Plan Designation	Permitted Zoning Districts
Neighborhood Conservation (NC)	R-36 , R-18, R-9, NB, SM-36, SM-18, SM-9, SR-43, SR-22, SR-12, SR-8, MR-1, MR-2
Enterprise (ENT)	NB, GB, LI, HI
Developing (DEV)	RU-2, R RU-2, R-36, R-18, R-9, SM-87, SM-36, SM-18, SM-9, SR-87, SR-43, SR-22, SR-12, SR-8, MR-1, MR-2, NB, GB , LI, HI
Neighborhood Rehabilitation (NR)	Same as NC
Enterprise Redevelopment (ER)	Same as ENT
Rural Residential (RR)	RU-36, RU-18, RU-10, RU-4, RU-2, SM-36 Acres, SM-18 Acres, SM-10 Acres, SM-174, SM-87, SR-36 Acres, SR-18 Acres, SR-10 Acres, SR-174, SR-87
Rural (R)	RU-36, RU-18, RU-10, RU-4, RU-2, SM-36 Acres, SM-18 Acres, SM-10 acres, SM-174, SM-87, SR-36 Acres, SR-18 Acres, SR-10 Acres, SR-174, SR-87, HI

The adjoining parcel north of my property is zoned GB despite it being in the NC plan designation. Also, directly across the highway to the south, there is a GB zone. There are no 3 phase power lines across the highway to serve that GB zoned parcel. My parcel has 3 phase power on the property for commercial users. 3 phase power is a requirements for all commercial users

My request is simply a plan designation plan to secure the GB zoning. I have no development plans. I am marketing the parcel to commercial users.

I would appreciate your support in this designated plan and re-zoning change as I believe it will be beneficial to the local community of Whetstone. Please contact me to discuss your concerns, questions, objections and support.

Thank you

Sincerely,

William Martin, Trustee

Cc: Keith Dennis, Cochise County Planning and Zoning

Attachments A, B and C

Turisk, Mike

From: Bill Martin [billm@madera.com]
Sent: Tuesday, July 24, 2012 11:01 AM
To: Turisk, Mike
Subject: Whetstone comp plan change and rezoning
Attachments: whetstonechurchofchristletter.pdf; letterofsupportfromschlosser.pdf

Mike:

Thank you for taking my call today. I am available to discuss any aspect of this request. I plan on attending the meetings on 8/8 and 8/28.

The following are people who have contacted me by phone or in writing concerning the comp plan and zoning change.

1. Festus Kahn owner of the 2.8 acre parcel to the north that is currently zoned GB called me to voice his support with the rezoning and will cooperate with me in the marketing of both properties together. The highway going south has left hand turn at his property. (520) 456-2755
2. Constance Schlosser letter see attached.
3. A letter of support from the Church of Christ minister Scott Dalrymple.
4. Mr. Pietro called me on May 8, 2012 after I sent out the first letter to neighbors. He said business is needed in Whetstone.

I have not received any negative comments from neighbors about my request.

The retirement plan has been owner this property for the past 15 years. The plan cannot develop property. During the ownership tenure, I have had many suitors who found their use of the property to conflict with the current zoning. They were not inclined to go through the re-zoning process due to timing and uncertainty. This rezoning will initiate interest from commercial users again.

Thank you. Bill Martin

William Martin
Madera Financial
5956 E. Pima Street suite 100
Tucson, AZ 85712
(O)520-325-2607 ext 12
(F)520-325-5054
(M)520-241-0969

12 June 10, 2012

William Martin, Trustee
Madera Realty and Mortgage
5956 E. Pima Street, Ste. 100
Tucson, AZ 85712

RE: Citizens Review Rezoning and Plan Designation Amendment Parcel #106-19-018, I-90 and
Hamel Rd.

Dear Mr. Martin,

The Whetstone Church of Christ is not opposed to your request for a **General Business** re-zoning
classification.

Sincerely,

A handwritten signature in cursive script, reading "Scott Dalrymple".

Scott Dalrymple
Minister, Whetstone Church of Christ
PO Box 4885
Huachuca City, AZ 85616

PO Box 4206
Hualacua City, B
85616
May 21, 2012

Dear Mr. Martin,

I lived on Harnel Road from
1967 until I sold in 2004. During
that entire time that parcel along
90 has been for sale. I hope your
plans work out. It will be good
to see something other than brush
and grass in that area.

Sincerely,

Constance Schlosser

COMPREHENSIVE PLAN AMENDMENT/REZONING:
Docket CP-12-01/Z-12-05 (Martin)

____ YES, I SUPPORT THIS REQUEST

Please state your reasons: We CAN use all the businesses
we CAN get, both for the Tax AND for the employment.

____ NO, I DO NOT SUPPORT THIS REQUEST:

Please state your reasons: _____

(Attach additional sheets, if necessary)

PRINT NAME(S):

JAMES DEMUTH

SIGNATURE(S):

James Demuth

YOUR TAX PARCEL NUMBER:

10616034

(the eight-digit identification number found on the tax statement from the Assessor's Office)

YOUR ADDRESS

9424 Calle Segundo H.C. 85616

Upon submission of this form or any other correspondence, it becomes part of the public record and is available for review by the Applicant or other members of the public. **Written comments must be received by our Department no later than 4 PM on Monday, July 30, 2012 if you wish the Commission to consider them before the meeting. We cannot make exceptions to this deadline; however, if you miss the written comment deadline you may still make a statement at the public hearing listed above. NOTE: Please do not ask the Commissioners to accept written comments or petitions at the meeting, as they do not have sufficient time to read materials at that time. Your cooperation is greatly appreciated.**

RETURN TO: Michael Turisk, Planning Manager
Cochise County Planning Department
1415 Melody Lane, Building E
Bisbee, AZ 85603
Email: mturisk@cochise.az.gov
Fax: (520) 432-9278

COCHISE COUNTY

JUL 20 2012

PLANNING

13

COMPREHENSIVE PLAN AMENDMENT/REZONING:
Docket CP-12-01/Z-12-05 (Martin)

YES, I SUPPORT THIS REQUEST

Please state your reasons:

NO, I DO NOT SUPPORT THIS REQUEST:

Please state your reasons:

We in Whetstone do not want any of those commercials' Delevader's coming in and changing our land into a housing developpe messing up our Country living Area. Leave it the way. We all agreed to in the first place. Do not change any thing. Leave it like it is. Do not change any thing.

(Attach additional sheets, if necessary)

PRINT NAME(S):

BEVERLY A. BACKES WARREN J. BACKES

SIGNATURE(S):

Beverly A. Backes Warren J. Backes

YOUR TAX PARCEL NUMBER:

10604029

(the eight-digit identification number found on the tax statement from the Assessor's Office)

YOUR ADDRESS

2387 N. Calle Visita, Huachuca City, AZ
9084313 - Powell, So/az 75153

Upon submission of this form or any other correspondence, it becomes part of the public record and is available for review by the Applicant or other members of the public. Written comments must be received by our Department no later than 4 PM on Monday, July 30, 2012 if you wish the Commission to consider them before the meeting. We cannot make exceptions to this deadline; however, if you miss the written comment deadline you may still make a statement at the public hearing listed above. NOTE: Please do not ask the Commissioners to accept written comments or petitions at the meeting, as they do not have sufficient time to read materials at that time. Your cooperation is greatly appreciated.

COCHISE COUNTY

JUL 30 2012

PLANNING

44

**COMPREHENSIVE PLAN AMENDMENT/REZONING:
Docket CP-12-01/Z-12-05 (Martin)**

 YES, I SUPPORT THIS REQUEST

Please state your reasons: _____

 ✓ NO, I DO NOT SUPPORT THIS REQUEST:

Please state your reasons: This is an Residential Area
We in Wicketstone, don't want any of
those Commercial Developers coming
in and changing our land into a
Housing developer messing up our
Countryside living area.

(Attach additional sheets, if necessary)

PRINT NAME(S): WARREN J. BACKES BEVERLY A. BACKES
SIGNATURE(S): Warren J. Backes Sr Beverly A. Backes

YOUR TAX PARCEL NUMBER: 10604029 (the eight-digit identification number found on the tax statement from the Assessor's Office)

YOUR ADDRESS 2387 N. Calle Vista Huachuca City, Az.
P.O. Box 313 - Pooper, Jc 75153

Upon submission of this form or any other correspondence, it becomes part of the public record and is available for review by the Applicant or other members of the public. Written comments must be received by our Department no later than 4 PM on Monday, July 30, 2012 if you wish the Commission to consider them before the meeting. We cannot make exceptions to this deadline; however, if you miss the written comment deadline you may still make a statement at the public hearing listed above. NOTE: Please do not ask the Commissioners to accept written comments or petitions at the meeting, as they do not have sufficient time to read materials at that time. Your cooperation is greatly appreciated.

RETURN TO: Michael Turisk, Planning Manager
Cochise County Planning Department
1415 Melody Lane, Building E
Bisbee, AZ 85603
Email: mturisk@cochise.az.gov
Fax: (520) 432-9278

COCHISE COUNTY

JUL 30 2012

PLANNING

45

Turisk, Mike

From: Curt McMillan [miscel2@hotmail.com]
Sent: Saturday, July 28, 2012 10:42 AM
To: Turisk, Mike
Subject: Docket Z-12-05/CP-12-01 (Martin)

We are property owners on Parcel #106-19-32F 7 Roll Number: 0024808. We would object to re-zoning of parcel 106-19-018 to General Business. The area surrounding this parcel on the east side of Hwy. 90 is residential. Going north on Hwy 90 is businesses that consist mainly of junkyards, car repair shops, storage facilities, etc. Some of these commercial properties are empty and have had no leases and in addition, there is commercial property for sale on the west side of Hwy 90. We don't believe that just because there is acreage in an area that is not built up, that commercial properties should be allowed to build in a residential section. This will do nothing but devalue our property. The lot lines of this property adjoins our property. Having a marijuana field, auto shop, storage facilities or any other General Business facility will directly impact us. Most commercial property in this area is not abutted against someone's residential property and this is not the place to do this. The area should stay zoned as residential as that is what the majority of this area is around the property.

Curt and Terri McMillan
71 E. Hamel Road
Whetstone, AZ 85616

ZONING ORDINANCE 12-__
AMENDING A CERTAIN COCHISE COUNTY COMPREHENSIVE PLAN
DESIGNATION FROM NC TO DEV IN WHETSTONE, AZ, PURSUANT
TO THE APPLICATION OF
MR. WILLIAM MARTIN.

WHEREAS, pursuant to A.R.S. §11-829 allows property owners or their authorized agent to request amendments to the Comprehensive Plan Designation through the Board of Supervisors in a public hearing;

WHEREAS, the Cochise County Board of Supervisors recognizes that plan designations and can affect land use patterns and therefore warrant careful consideration of local and regional impacts at a public hearing;

WHEREAS, the request by William Martin to rezone parcel 106-19-018 from TR-36 to GB requires a Comprehensive Plan Designation of DEV (Developing); and

WHEREAS, the Cochise County Board of Supervisors seeks to promote effective, early and continuous public participation by citizens; and

WHEREAS, on August 8, 2012, the Planning and Zoning Commission held a duly noticed public hearing on the proposed amendments to the Comprehensive Plan designation classification for a 6.3 acre tract of land, Parcel No. 106-19-018 as depicted on the legal description attached hereto as "Exhibit A," and hereby known as Docket CP-12-01 (Martin), being an Application to amend the Cochise County Comprehensive Plan; and

WHEREAS, on August 28, 2012, the Board of Supervisors held a duly noticed public hearing on the amendments to the Comprehensive Plan designation for Parcel No. 106-19-018 as recommended by the Planning and Zoning Commission.

IT IS HEREBY RESOLVED AND ORDERED, that the Comprehensive Plan designation for Tax Parcel 106-19-018 as described in "Exhibit A," is changed from NC to DEV. The change comprises approximately 6.3 acres. The subject parcel is located in the Whetstone area on the corner of E. Hamel Rd. and State Route 90. The property is further described as being situated in Township 20 South, Range 20 East of the Gila & Salt River Base & Meridian, Cochise County, Arizona.

ZONING ORDINANCE 12-

**Re: (CP-12-01) Amending Certain Comprehensive Plan Designation Boundaries in
Whetstone, AZ, pursuant to the Application of Mr. William Martin**

Page 2

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona,
this 28th day of August, 2012.

Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard
Clerk of the Board

Britt W. Hanson
Chief Civil Deputy County Attorney





Board of Supervisors

August 28, 2012

**Docket CP-12-01/Z-12-05
(Martin)**



Docket CP-12-01/Z-12-05

- A request for a Comprehensive Plan amendment from NC to DEV to facilitate rezoning the 6.3 acre subject parcel from TR-36 to GB. The Applicant is Bill Martin of Madera Realty.
- Unspecified commercial use.
- The property is located approximately .7-mile north of Mustang Corners in Whetstone, at the corner of SR90 and E. Hamel Rd.



Comprehensive Plan



**Growth
Category
A**

**Growth
Category
B**

**Growth
Category
C**

**Growth
Category
D**



Plan Designations

Neighborhood
Conservation

Enterprise

Developing

Neighborhood
Rehab

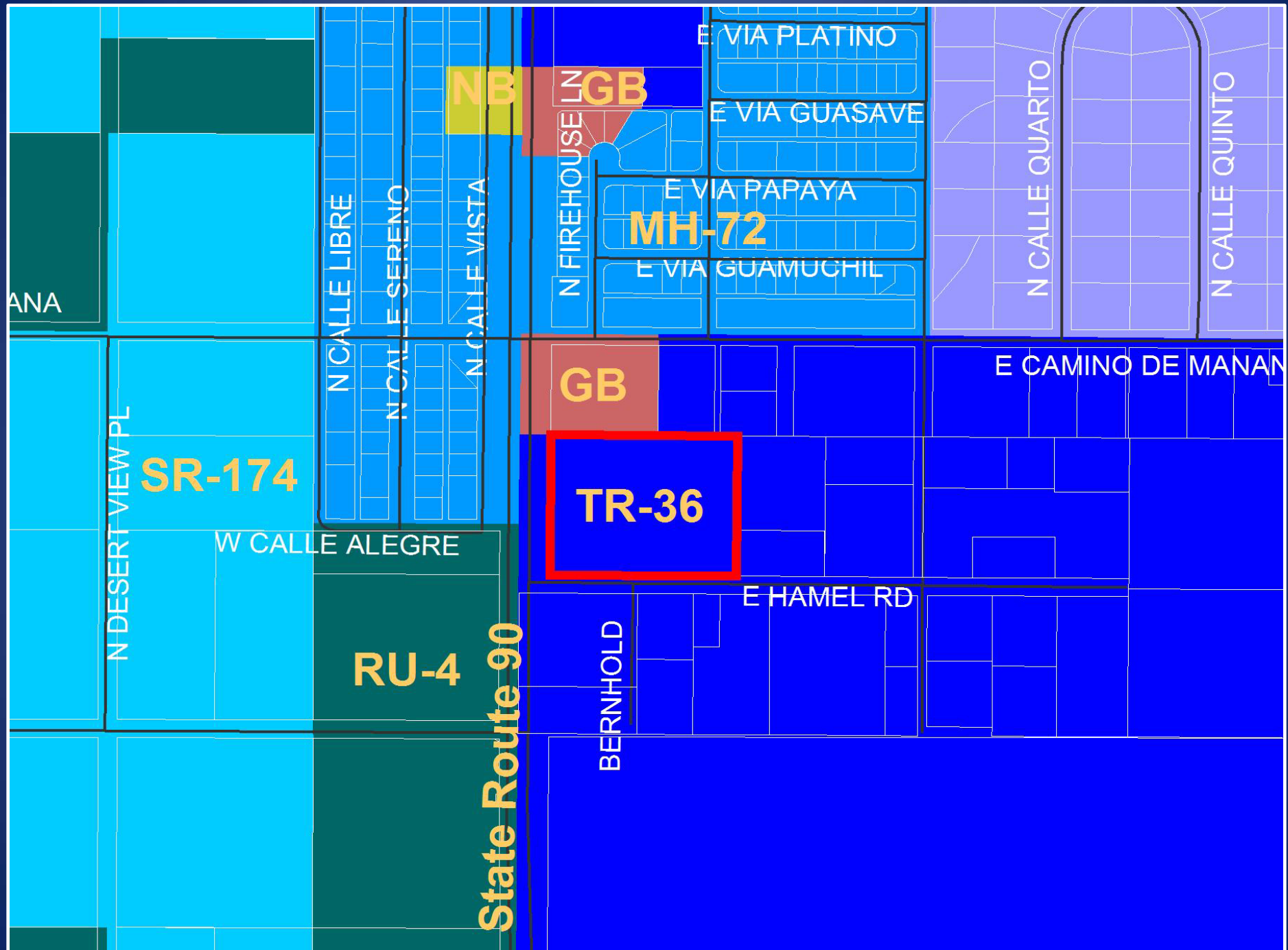
Enterprise
Redevelopment

Rural
Residential

Rural



Zoning Districts





Comprehensive Plan

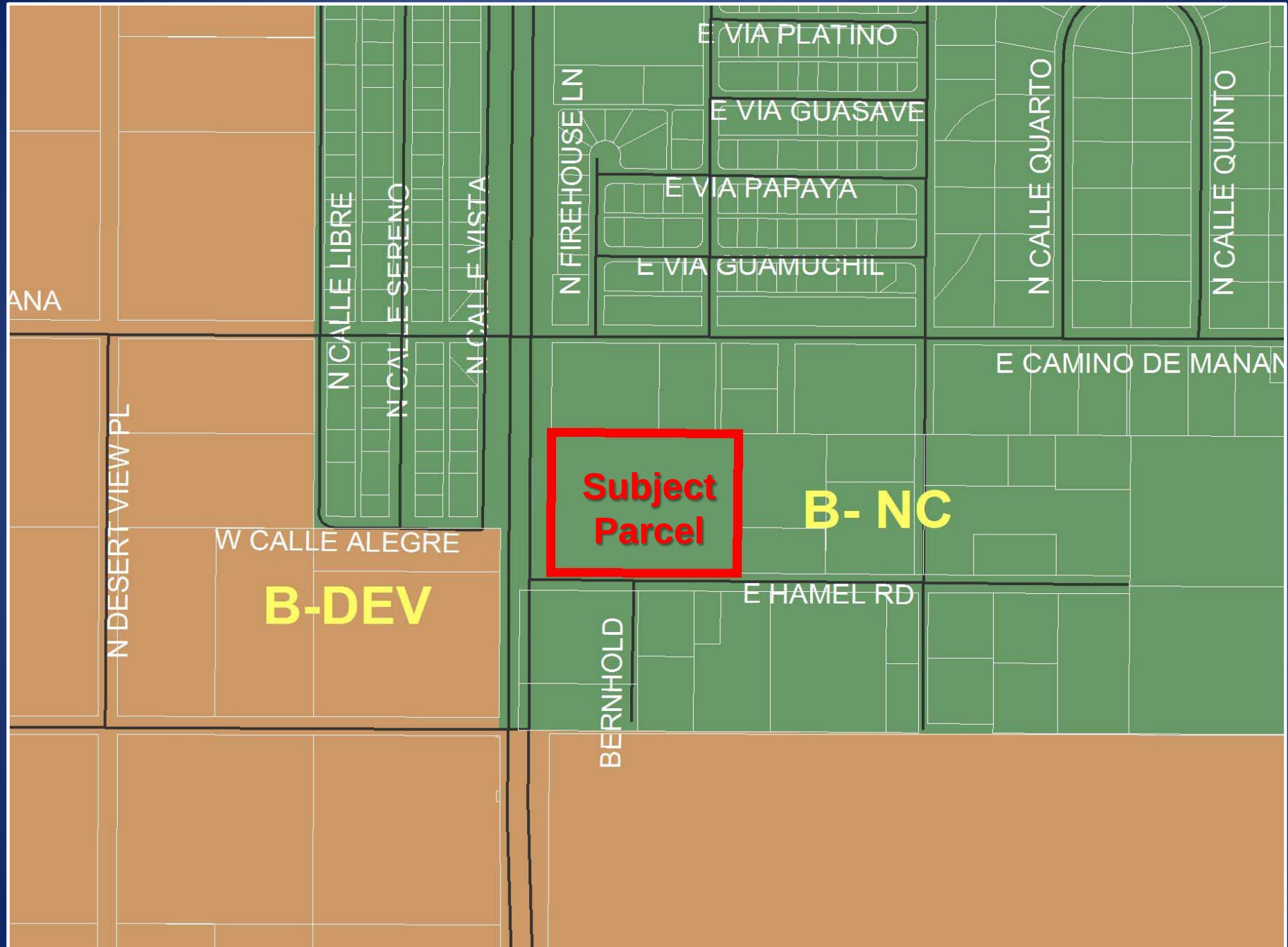
Plan Designations

- The Comp Plan's Growth Area Categories and Designations are designed to provide a measure of protection to existing land use character.
- Cat B Growth Areas are described as having a moderate level of residential and/or commercial growth.
- Serve as a transition between urban and rural areas.
- Have adequate water, access, drainage and sewage.
- Have Improved streets may support commercial development.
- Have substantial potential for further development.



Comprehensive Plan

- To obtain GB rezoning, a Comp Plan Amendment must first be approved to change the NC (Neighborhood Conservation) designation to DEV (Developing).
- The area's NC designation is a reflection of general residential character; amendments must be justified by specific examples of existing or future growth patterns.
- Areas to the west and south are designated DEV.
- Precedent for commercial zoning and activity in the general area.





GB

NB

Subject
Parcel

SR90

GB

SR82

GB

GB



Northward from property



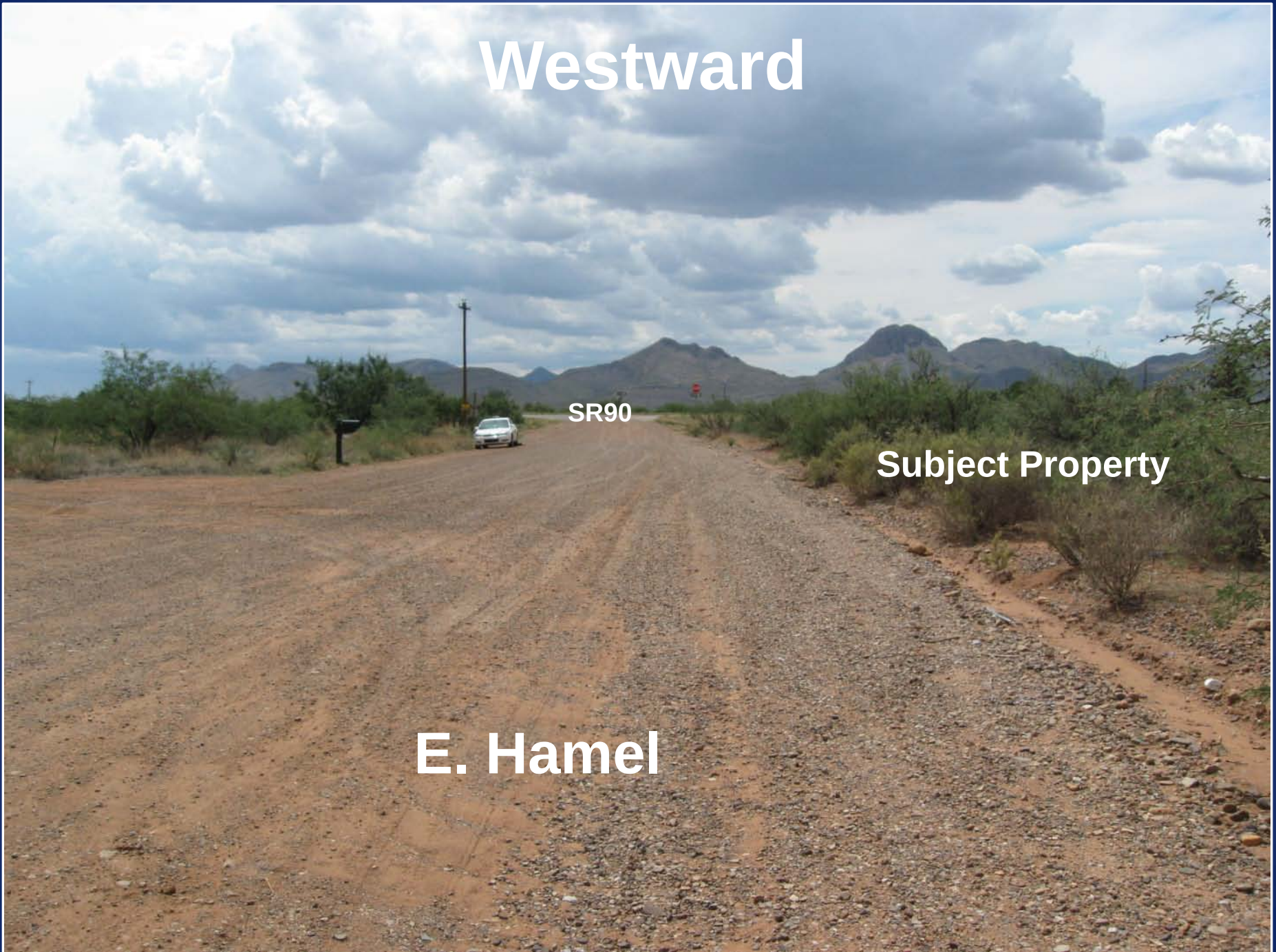


Westward

SR90

Subject Property

E. Hamel

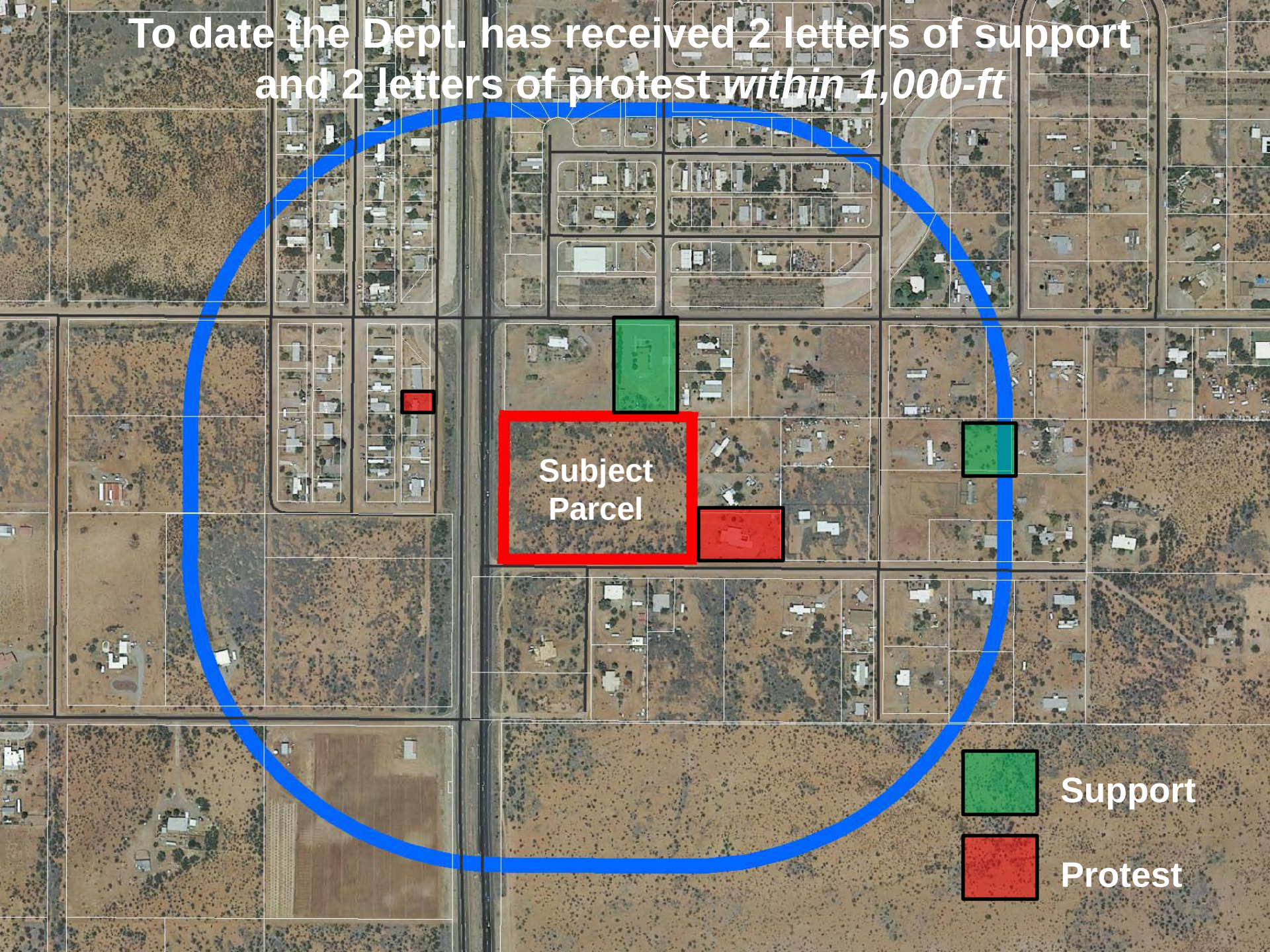




Rezoning Factors

- Land Use/Concept Plan – **Does not comply**
- Compliance w/ Site Development Standards - **Would likely comply**
- Adjacent Districts Capable of Development – **Complies**
- Limitation on Non-conforming Uses - **Complies**
- Compatibility with Existing Development – **Somewhat complies**
- Rezoning to More Intense Districts – **Somewhat complies**
- Adequate Services and Infrastructure - **Complies**
- Traffic Circulation/Development Along Major Streets - **Complies**
- Infill – Not applicable
- Water Conservation – Not applicable at this time
- Public Input - **Complies**
- Hazardous Materials – Not applicable at this time

To date the Dept. has received 2 letters of support
and 2 letters of protest *within 1,000-ft*





Planning & Zoning Commission Recommendation

- The Commission voted unanimously to forward a recommendation of approval to the Board for the requested Comprehensive Plan Amendment change.
- However, because of their concern about the uncertainty of future commercial uses, the Commission voted unanimously to forward a recommendation of denial for the rezoning request.



Factors in Favor

1. **Developing (DEV) Plan Designations are located nearby and precedent exists for commercial zoning and activities in the area;**
2. **The property lies along a major State Highway, a location appropriate for GB zoning;**
3. **There would be no immediate impacts to area residential and rural-residential properties; and**
4. **Three letters of support were received.**



Factors Against

1. The subject parcel is in an area designated by the Comprehensive Plan as NC. This designation is intended to protect residential neighborhoods from a proliferation of non-residential uses;
2. The type of commercial activities which would occur is uncertain, making analysis of potential impacts difficult;
3. Two letters in opposition were received; and
4. The Planning and Zoning Commission voted unanimously to approve the requested Comprehensive Plan Amendment, but voted unanimously to deny the rezoning request.



Recommendation

Based on the Factors Favoring Approval, the Department recommends *conditional approval*. The following condition is recommended:

1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors' approval of the Comprehensive Plan Amendment and Rezoning or the approval of the Amendment and Rezoning may be deemed void.



Per Article 4...

Plan Designation	Permitted Zoning Districts
Neighborhood Conservation (NC)	R-36, R-18, R-9, NB, SM-36, SM-18, SM-9, SR-43, SR-22, SR-12, SR-8, MR-1, MR-2
Enterprise (ENT)	NB, GB, LI, HI
Developing (DEV)	RU-2, R RU-2, R-36, R-18, R-9, SM-87, SM-36, SM-18, SM-9, SR-87, SR-43, SR-22, SR-12, SR-8, MR-1, MR-2, NB, GB, LI, HI
Neighborhood Rehabilitation (NR)	Same as NC
Enterprise Redevelopment (ER)	Same as ENT
Rural Residential (RR)	RU-36, RU-18, RU-10, RU-4, RU-2, SM-36 Acres, SM-18 Acres, SM-10 Acres, SM-174, SM-87, SR-36 Acres, SR-18 Acres, SR-10 Acres, SR-174, SR-87
Rural (R)	RU-36, RU-18, RU-10, RU-4, RU-2, SM-36 Acres, SM-18 Acres, SM-10 acres, SM-174, SM-87, SR-36 Acres, SR-18 Acres, SR-10 Acres, SR-174, SR-87, HI

Neighborhood

Regular Board of Supervisors Meeting

Meeting Date: 08/28/2012

Docket Z-12-05 (Martin) A Request to Rezone a 6 Acre Property Near Whetstone from TR-36 to General Business

Submitted By: Mike Turisk, Community Development

Department: Community Development

Division: Planning

Presentation: PowerPoint

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS Submitted for Signature: 1

NAME of PRESENTER: Michael Turisk

TITLE of PRESENTER: Planning Division Manager

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Adopt Zoning Ordinance 12-12 to approve Docket Z-12-05 rezoning Parcel 106-19-018 from Transitional-Residential (TR-36) to General Business (GB), pursuant to the application of Mr. William Martin.

Background:

APPLICATION FOR A REZONING

The Applicant has requested a Comprehensive Plan amendment from the existing designation of NC (Neighborhood Conservation) to DEV (Developing) to facilitate rezoning the 6.3 acre subject parcel from TR-36 (Transitional-Residential; minimum lot size 36,000 sq.-ft. to GB (General Business). The property is located approximately .7-mile north of Mustang Corners in Whetstone, on the corner of SR90 and E. Hamel Rd. The Applicant is Bill Martin of Madera Realty in Tucson.

NATURE OF REQUEST AND ANALYSIS OF IMPACTS

The Applicant has requested rezoning the 6.3-acre subject parcel from TR-36 to GB. However, in order to obtain GB rezoning, an amendment to the Cochise County Comprehensive Plan (Plan) must first be approved to change the Neighborhood Conservation (NC) designation to Developing (DEV), as GB zoning isn't permitted in the NC Plan areas. The subject parcel is located approximately .7-mile north of Mustang Corners (SR90 and 82) in the Whetstone area, an area not covered by an adopted area plan. The Applicant has submitted this request to enable a future purchaser to pursue commercial activities that have yet to be determined.

REZONING

Section 2208.03 of the Zoning Regulations provides 14 rezoning evaluation factors. Most of the factors are not applicable at this time due in part to the speculative nature of the request.

Mandatory Compliance: Permitted Districts by Plan Designation or Other Adopted Plans

Section 2208.03 reads:

Within each Plan Designation or Area, as depicted in Article 4, Section 402, only those zoning districts which are compatible with the characteristics of that Designation or Area may be formed. Further, if a

master development plan, transportation plan or other land use plan has been adopted for the area encompassing the rezoning, the rezoning shall be consistent with the adopted plan. In order to protect the integrity and purpose of the County Comprehensive Plan, compliance with this factor is mandatory.

If the desired zoning district is not permitted in the existing Plan Designation or Area, then it cannot be formed unless a plan change is first obtained according to the provisions of Article 4. The subject parcel is not within an adopted area plan, MDP or other land use plan. Furthermore, the Applicant has requested changing the existing Plan Designation from Neighborhood Conservation (NC) to Developing (DEV) to facilitate rezoning the site to GB.

Land Use/Concept Plan – Does not comply

The Zoning Regulations indicate that a concept plan be submitted as part of a rezoning application:

1. The applicant's application is accompanied by a Land Use/Concept Plan, which at a minimum includes:

Non-residential

The type(s) of use(s) planned for the site is specified.

The general location, size and height of all structures, location, surface and width of driveways, general location and number of parking spaces, setbacks, proposed screening and landscaping and any significant topographical features such as washes, wetlands, cultural, archaeological or historical sites, hills, and rock outcroppings.

A concept plan showing future improvements was not submitted. As was indicated, the Applicant wishes to rezone the site to make it more attractive to prospective buyers interested in establishing a commercial use.

Compliance with Applicable Site Development Standards - Would likely comply

The property is large enough at 6.3-acres for most permitted uses in the GB districts to be able to comply with applicable site development standards. Full compliance would be determined upon submittal of a commercial permit application:

Setbacks: The minimum setback for all permitted structures and uses in the GB districts abutting TR districts is 40 feet or 20 feet from each road travelway. The subject parcel abuts a GB-zoned property to the south – the minimum setback along that property boundary would only be 5 feet. For Special Uses, however, the minimum setback doubles.

Screening: The Zoning Regulations requires 6 foot high solid screening between GB uses and residential uses.

Noise/Vibration/Odors and Other Nuisances or Emissions beyond the Site Boundary: Noise, vibration and odors are offsite impacts that potentially impact neighboring residential areas. If a proposed non-residential use would generate noise, vibrations and/or odors beyond which is permitted, the use must comply with Sections 1203.06-1203.09 of the Zoning Regulations which govern such off-site impacts.

Adjacent Districts Capable of Development - Complies

This rezoning would not render any adjacent parcel or district incapable of reasonable development.

Limitation on Non-conforming Uses - Complies

This rezoning would not create any non-conforming uses if approved.

Compatibility with Existing Development – Somewhat complies

Area development consists of primarily residential uses. There is a parcel zoned GB to the north, and other commercial zoning and uses exist farther south nearer to Mustang Corners. The request does not appear fully compatible with the primarily existing residential character of surrounding development. However, there is one parcel zoned GB abutting the subject property to the north, so approval of this request would not result in an isolated rezoning, a practice discouraged under Article 102.1.A.10.d of the Comprehensive Plan. The property's location along a major State Highway and less than a mile from established commercial uses constitutes a factor in favor of approval.

Rezoning to More Intense Districts – Somewhat complies

There isn't what might be considered a reasonable transition or buffer between the adjacent residential uses and this proposed GB rezoning. However, this request would create an extension of an existing GB district.

Adequate Services and Infrastructure - Complies

Adequate utility and infrastructure services appear to be available to the subject parcel for non-residential uses, and the submitted application indicates that Whetstone Water and the SSVEC would provide water and electric, respectively.

There is no natural gas service to the site, and an onsite septic system would be designed and permitted for the specific commercial use(s). Fire protection is provided by the Whetstone Fire District.

Traffic Circulation Criteria and Development Along Major Streets - Complies

Access to the subject parcel is via SR90 and E. Hamel Rd., a County-maintained unimproved road. E. Hamel also provides access to the rural-residential community to the east and north of the subject parcel. Comments from the County's Transportation Planner indicate that no improvements would be required at this time. Estimating the level of non-residential traffic is difficult at this time because the Applicant has not specified the nature of any non-residential use(s) (see attached memo from the County Transportation Planner). Traffic mitigation would be determined at the non-residential permit phase. Improvements to SR90 may include turning lanes and/or acceleration/deceleration lanes and medians. The access point located along E. Hamel Rd. would likely need improvement as well.

Section 102.B3.a of the Cochise County Comprehensive Plan states:

Non-residential development shall be discouraged from accessing directly onto streets that primarily serve residential areas;

Approval of this rezoning request would possibly impose non-residential use traffic into a residential area. However, the subject property lies west of the established residential area, an area most likely to be impacted due to its proximity to the subject parcel. Access would be taken primarily from SR90, so non-residential traffic would likely not encroach eastward into residential areas because traffic would generate from the west.

Infill – Not applicable

In order to limit non-residential sprawl, rezonings to GB, LI or HI are typically considered reasonable as infill only when the subject area is located within an existing Enterprise or Enterprise Redevelopment Comprehensive Plan designation. The subject parcel does not have this plan designation, therefore this request is not considered to be an infill development.

Water Conservation – Not applicable at this time

These parcels lie outside of the Sierra Vista Sub-Watershed Overlay Zone. If approved, any non-residential use would have to comply with the County water conservation measures as outlined in

Section 1820 of the Zoning Regulations.

Public Input - Complies

Per the requirements of Article 22 and the Citizen Review Process, the applicant sent notice of the proposed Comprehensive Plan Amendment and Rezoning to property owners within 1,000 feet of the subject parcel boundaries. Two letters of support were received by the Applicant.

Official notice from the Planning Department was sent out at least 15 days prior to the Commission hearing to all property owners within 300 feet of the subject property. The property was posted and a legal notice was placed in the Bisbee Observer. To date, the Department has received one (1) letter of support and two (2) letters in opposition.

Hazardous Materials – Not applicable at this time

The use and/or storage of hazardous materials would be addressed at the commercial permit phase.

PLANNING AND ZONING COMMISSION'S RECOMMENDATION

Mr. William Martin, Applicant confirmed his wish to obtain GB zoning in order to more effectively market the property to prospective commercial interests. Commissioner Bemis communicated concern about the speculative nature of the request, and mentioned that neighboring property owners would not know what type(s) of commercial activity would occur if the rezoning were approved. Commissioner Martzke mentioned surprise that the subject parcel is zoned TR-36 in light of its location adjacent to a State highway. Commissioner Martzke suggested that granting the Comprehensive Plan amendment would provide the additional marketability that Mr. Martin seeks, but also expressed concern about the apparent uncertainty about future commercial uses. Nobody from the public chose to speak on the matter.

The Commission voted unanimously to forward a recommendation of denial to the Board for the requested rezoning from TR-36 to GB because of their concern about the uncertainty of future commercial uses. (See Summary and Staff recommendation below).

SUMMARY AND STAFF RECOMMENDATION

Despite the rather speculative nature of this request, by unanimously approving the Comprehensive Plan Amendment request for DEV, the Planning and Zoning Commission tacitly recognized the area as appropriate for General Business. A rezoning from TR-36 to GB would likely not have significant impacts on the residential and rural-residential properties in the area, due in part to its location along a major highway, an area appropriate for General Business development. Furthermore, there is commercial zoning and activities in the general area, and the residential areas nearby may actually benefit from a General Business district located close enough for their use. The unanimous vote to deny the rezoning request by the Planning and Zoning Commission constitutes a factor against; however, staff recommends conditional approval of the rezoning request (see below).

Factors Favoring Approval

1. Developing (DEV) Plan Designations are located nearby and precedent exists for commercial zoning and activities in the area;
2. The property lies along a major State Highway, a location appropriate for DEV Plan Designations and GB zoning;
3. There would be no immediate impacts to area residential and rural-residential properties; and
4. Three letters of support were received.

Factors Favoring Denial

1. The subject parcel is in an area designated by the Comprehensive Plan as NC. This designation is intended to protect residential neighborhoods from a proliferation of non-residential uses;
 2. The rezoning request may be considered speculative in nature; therefore, the type of commercial activities which would occur is uncertain, making analysis of potential impacts difficult;
 3. Two letters in opposition were received; and
 4. The Planning and Zoning Commission voted unanimously (8-0) to deny the rezoning request.
- If approved, the following standard condition is recommended:

1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors' approval of the Comprehensive Plan Amendment and Rezoning or the approval of the Amendment and Rezoning may be deemed void.

Department's Next Steps (if approved):

If the Ordinance is adopted by the Board, the next step would be for the Chairman to sign the Ordinance.

Impact of NOT Approving/Alternatives:

If the Board does not adopt the Ordinance, the parcel will retain its current TR-36 Zoning designation.

To BOS Staff: Document Disposition/Follow-Up:

Please return a copy of the signed, recorded Ordinance for the Planning Department files.

Attachments

Z-12-05 Ordinance (Martin)

Martin Exhibit A

ZONING ORDINANCE 12-__
CONDITIONALLY AMENDING CERTAIN ZONING DISTRICT
BOUNDARIES IN WHETSTONE, AZ, PURSUANT TO THE
APPLICATION OF
MR. WILLIAM MARTIN.

WHEREAS, pursuant to A.R.S. §11-814 property owners or their authorized agents may request amendments to the Zoning District boundaries through the Board of Supervisors at a public hearing; and

WHEREAS, the Cochise County Board of Supervisors recognizes that and rezonings can affect land use patterns and therefore warrant careful consideration of local and regional impacts at a public hearing;

WHEREAS, the Cochise County Board of Supervisors seeks to promote effective, early and continuous public participation by citizens; and

WHEREAS, on August 8, 2012, the Planning and Zoning Commission held a duly noticed public hearing on the proposed Zoning District classification for a 6.3 acre tract of land, Parcel No. 106-19-018 as depicted on the legal description attached hereto as "Exhibit A," and hereby known as Docket Z-12-05 (Martin), being an Application to amend Zoning District boundaries; and

WHEREAS, on August 28, 2012, the Board of Supervisors held a duly noticed public hearing on the amendments to the Zoning District classification for Parcel No. 106-19-018 as recommended by the Planning and Zoning Commission.

IT IS HEREBY RESOLVED AND ORDERED, that the Zoning district designation for Tax Parcel 106-19-018 as described in "Exhibit A," is changed from TR-36 to GB. The change comprises approximately 6.3 acres. The subject parcel is located in the Whetstone area on the corner of E. Hamel Rd. and State Route 90. The property is further described as being situated in Township 20 South, Range 20 East of the Gila & Salt River Base & Meridian, Cochise County, Arizona.

The rezoning is subject to the following Condition:

1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors' approval of the Comprehensive Plan Amendment and Rezoning or the approval of the Amendment and Rezoning may be deemed void.

ZONING ORDINANCE 12-

**Re: (Z-12-05) Conditionally Amending Certain Zoning District Boundaries in Whetstone,
AZ, pursuant to the Application of Mr. William Martin**

Page 2

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona,
this 28th day of August, 2012.

Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard
Clerk of the Board

Britt W. Hanson
Chief Civil Deputy County Attorney



Community Development

Regular Board of Supervisors Meeting

Meeting Date: 08/28/2012

Davis Rd. CBI IGA/JPA 11-121 Amendment One

Submitted By: Frances Marinez, Community
Development

Department: Community Development

Division: Transportation

Presentation: PowerPoint

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 2
Submitted for Signature:NAME Karen L. Lamberton
of PRESENTER:TITLE Transportation
of PRESENTER: Planner

Mandated Function?: Federal or State Mandate

Source of Mandate
or Basis for Support?:

Docket Number (If applicable):

Information

Agenda Item Text:

Approve Intergovernmental Agreement 11-121 amendment 1 between the State of Arizona and Cochise County for the Davis Road Design Concept Report.

Background:

This proposed project is located in Cochise County, on Davis Road between SR 80 and SR 191. This 24 mile road connects the town of Tombstone, along SR 80, and McNeal, along SR 191, and serves commuter traffic, regional traffic and commercial traffic. The County successfully applied for Coordinated Border Infrastructure (CBI) funds to conduct a freight corridor assessment of Davis Rd. through SEAGO and was awarded a total of \$761,944 in federal funds.

An IGA/JPA was fully executed on September 26, 2011 and staff worked with ADOT to develop a Scope of Work. The project was divided into two distinct elements: a Project Assessment with a freight component and a full design, with all required clearances, for the segment of Davis Rd. from SR 191 to Central Highway. Two ADOT on-call consultants were identified to do this work: Jacobs was selected for the Project Assessment component and EEC was selected for the DCR component. In order to complete contracting with these two firms through the ADOT on-call process two separate ADOT tracking numbers were issued and this amendment to the original IGA severs out the Project Assessment portion of the project. This IGA/JPA also reflects a change in scope from the originally awarded 30 percent design plans to completion of 100 percent preliminary engineering design (negotiated by staff during the Scope of Work discussions with ADOT and potential on-call consultants) and an added requirement on the State to provide the County with estimates of design review fees and regular billing statements throughout the project. There are no changes to requirements for the County or match amounts.

Department's Next Steps (if approved):

Once the amendment to this IGA/JPA is in place, ADOT will issue a Notice to Proceed to EEC, an ADOT on-call consultant, to compete this project.

Impact of NOT Approving/Alternatives:

Awarded federal funds would not be available for this project improvement.

To BOS Staff: Document Disposition/Follow-Up:

Please return a copy of the recorded documents and a copy of the approved minutes to H&F, attn: Karen Lamberton.

Fiscal Impact**Fiscal Year:****One-time Fixed Costs? (\$\$\$):****Ongoing Costs? (\$\$\$):****County Match Required? (\$\$\$):** \$24,584.00**A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):****Source of Funding?:** HURF**Fiscal Impact & Funding Sources (if known):**

The State Transportation Plan program is federally funded through the U.S. Department of Transportation Federal Highway Administration. Applicants are required to provide a 5.7% match; the match for this project will be a total of \$24,584. Match funds will be provided by local HURF dollars. Match funds have already been submitted to ADOT under IGA/JPA 121 fully executed on Sept. 26, 2011.

AttachmentsDavis Rd Contract 11-1211Davis Rd PowerPoint Presentation

ADOT File No.: IGA/JPA 11-121I
Amendment No. One
AG Contract No.: P001 2011 002693
Project: DCR/Final Design
Section: Davis Rd SR 80 to SR 191
Federal Aid No.: CCH-0(203)A
ADOT Project No.: SS986 03D
TIP/STIP No.: SEAGO 2011 Am #2
Budget Source Item No.: Local

**AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
COCHISE COUNTY

PLEASE DO NOT ENTER

THIS AGREEMENT is entered into this date _____, 2012, **to AMEND, JPA 11-121I, executed September 26, 2011, the "Agreement,"** pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the COCHISE COUNTY, acting by and through its BOARD OF SUPERVISORS and CHAIRMAN (the "County"). The State and the County are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The County is empowered by Arizona Revised Statutes § 11-251 to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.
3. The Project Assessment of the 24-mile corridor of Davis Road between State Route 80 and State Route 191 to determine if Davis Road should or will function as a commercial freight corridor is hereinafter referred to as the "Study". The State shall be responsible for managing and administering the Study.
4. Such Project lies within the boundary of the County and has been selected by the County; the plans, estimates and specifications will be prepared and, as required, submitted by the State to the Federal Highway Administration (FHWA) for its approval.
5. The interest of the State in this Study is the acquisition and distribution of federal funds for the use and benefit of the County and to authorize such federal funds for the project pursuant to Federal law and regulations. The State shall be the designated agent for the County.
6. The proposed portion of work in this amended Agreement, hereinafter referred to as the 'Project,' includes the preliminary engineering for roadway widening of Davis Road for approximately two (2) miles between Central Highway and State Route (SR) 191 in Cochise County. The Project includes, but is not limited to, the preparation of a Design Concept Report (DCR); obtaining environmental, right-of-way, utility and materials clearances; preparing final design plans, specifications and cost estimate. The State will be responsible for managing and administering the Project.
7. Consistent with the terms of the original Agreement, the State invoiced and received, from the County, the County's local match of \$46,056.00. Additionally, the County has paid \$10,000.00 for the

State's estimated design review fee. Upon execution of this Amendment the State will split both the design review fee and the local match received and apply \$5,000.00 of the review fee and \$24,584.00 of the local match towards ADOT Project No. SS986 03D, addressed in this Amendment; and \$5,000.00 of the design review fee and \$21,472.00 of the local match to be applied towards ADOT Project No. SZ050 03D, to be addressed in JPA 12-081I.

THEREFORE, in consideration of the mutual Agreements expressed herein, to clarify the two distinct elements of the Study and the funding split for each Study element the Parties agree to enter into JPA 12-081I for the Project Assessment portion of the Study, and to amend the original Agreement to specifically address only the Design Concept Report/Final Design portion of the Study, known under this amendment as the 'Project'.

The **amended** Project costs are as follows:

ADOT Project No. SS986 03D

Federal Funds @ 94.3% (capped)	\$ 406,719.00
County Funds @ 5.7% match	\$ 24,584.00
State Design Review Fee	<u>\$ 5,000.00</u>

Total Estimated Project Costs	\$ 436,303.00
--------------------------------------	----------------------

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this amended Agreement, apply County funds, consistent with Section 1, paragraph 7, to this Project. Once Project costs have been finalized, the State will either invoice or reimburse the County for the difference between estimated and actual costs. The State will prepare a final reconciliation upon completion of the Project.

b. Upon execution of this amended Agreement, on behalf and with consent of the County, contract with one of the State's on-call consultants ("Consultant") to prepare all pertaining documents for the DCR and final design plans for the Project; review and approve documents required by FHWA to qualify the Project for and to receive federal funds, provide comments to the County and incorporate comments from the County, as appropriate. Such documents may consist of, but are not specifically limited to, environmental documents, including the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way requirements and activities and such other related tasks essential to the achievement of the objectives of this Agreement. The State will issue right of way clearance after review of the Consultant's right of way submittal, if needed.

c. Upon execution of this amended Agreement, and completion of the project Scope of Work, provide the County with an estimate of applicable review fees expected to be incurred by ADOT in behalf of the County. Provide regular billing statements related to charges against the design review fee balance to the County throughout the project.

2. The County will:

a. Upon execution of this amended Agreement, designate the State as authorized agent for and on behalf of the County to retain and contract with one of the State's on-call consultants to prepare the Design Concept Report, Environmental Report and Final Design Plans.

b. Hereby grant the State, its agents and/or contractors, without cost, the right to enter County Rights-of-Way, as required, to conduct any and all pre-design and design related activities, to accomplish among other things, soil, biological and cultural resource investigations.

III. MISCELLANEOUS PROVISIONS

1. This amended Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

EXCEPT AS AMENDED herein, **ALL OTHER** terms and conditions of the original Agreement remain in full force and effect.

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

COCHISE COUNTY

STATE OF ARIZONA

Department of Transportation

By _____
RICHARD SEARLE
Chairman, Board of Supervisors

By _____
DALLAS HAMMIT, P.E.
Senior Deputy State Engineer, Development

ATTEST:

By _____
KATIE HOWARD
Clerk of the Board

IGA/JPA 11-121I
Amendment No. One

ATTORNEY APPROVAL FORM FOR THE COCHISE COUNTY

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the COCHISE COUNTY, an Agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

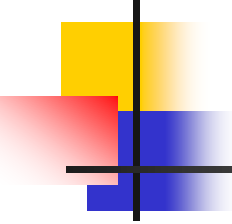
DATED this _____ day of _____, 2012

County Attorney

Amended IGA/JPA Agreements CBI Grant

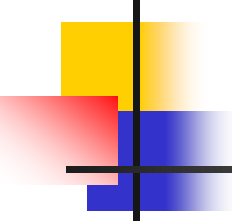
Cochise County Board of Supervisors
August 28, 2012





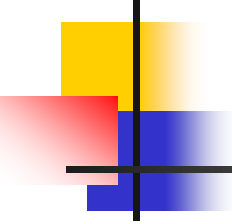
IGA/JPA 11-1211

- Coordination Boarder Infrastructure Grant
- Approved by the Board on Aug. 23rd, 2011
- Fully Executed Sept. 26, 2011
- Federal Funds of \$761,944
- County Match of \$46,056



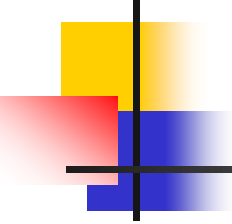
Scope of Work

- Project Assessment of the 24 mile Davis Rd. Corridor from Highway 80 to Highway 191 & 30 percent plans for reconstruction of Davis Rd. from Central Highway to Highway 191
- Negotiated addition of full Environmental Overview for Davis Rd. segment and a complete 100 percent design for the reconstruction portion.



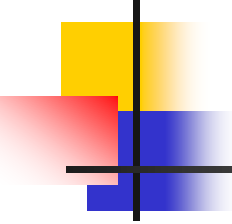
Amended IGA/JPA's

- Project Scope Split Apart
- Scope of Work Expanded
- Two Consultant Contracts
- IGA/JPA 11-121I Amendment One is now solely for the DCR
- IGA/JPA 12-081I for the PA
- No Change in Funding or Match



Design Review Fee Tracking

- Added a requirement on the State to provide an estimate and tracking of the Design Review Fees associated with both projects
- ADOT has provided the County with software and passwords to directly access ADOT Financial Records for our projects.



Recommendation

Approve Amendment One to IGA 11-121I

Approve IGA/JPA 12-081I

Regular Board of Supervisors Meeting**Community Development****Meeting Date:** 08/28/2012

Davis Rd. CBI IGA/JPA 12-081

Submitted By: Frances Marinez, Community Development**Department:** Community Development**Division:** Transportation**Presentation:** PowerPoint**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS Submitted for Signature:** 2**NAME of PRESENTER:** Karen L. Lamberton**TITLE of PRESENTER:** Transportation Planner**Mandated Function?:** Federal or State Mandate**Source of Mandate or Basis for Support?:****Docket Number (If applicable):**

Information**Agenda Item Text:**

Approve Intergovernmental Agreement 12-081 between the State of Arizona and Cochise County for the Davis Road Project Assessment.

Background:

This proposed project is located in Cochise County, on Davis Road between SR 80 and SR 191. This 24 mile road connects the town of Tombstone, along SR 80, and McNeal, along SR 191, and serves commuter traffic, regional traffic and commercial traffic. The County successfully applied for Coordinated Border Infrastructure (CBI) funds to conduct a freight corridor assessment of Davis Rd. through SEAGO and was awarded a total of \$761,944 in federal funds.

An IGA/JPA was fully executed on September 26, 2011 and staff worked with ADOT to develop a Scope of Work. The project was divided into two distinct elements: a Project Assessment with a freight component and a full design, with all required clearances, for the segment of Davis Rd. from SR 191 to Central Highway. Two ADOT on-call consultants were identified to do this work: Jacobs was selected for the Project Assessment component and EEC was selected for the DCR component. In order to complete contracting with these two firms through the ADOT on-call process two separate ADOT tracking numbers were issued and this new IGA/JPA is for the Project Assessment (PA) portion of the project. This IGA/JPA also reflects a change in scope from the originally awarded Project Assessment on Davis Rd. to include a completed Environmental Overview and preliminary future corridor alignment assessment (negotiated by staff during the Scope of Work discussions with ADOT and potential on-call consultants) and an added requirement on the State to provide the County with estimates of design review fees and regular billing statements throughout the project. There are no changes to requirements for the County or match amounts.

Department's Next Steps (if approved):

Once this new IGA/JPA is in place, ADOT will issue a Notice to Proceed to Jacobs, an ADOT on-call consultant, to complete this project.

Impact of NOT Approving/Alternatives:

Awarded federal funds would not be available for this project improvement.

To BOS Staff: Document Disposition/Follow-Up:

Please return a copy of the recorded documents and a copy of the approved minutes to H&F, attn: Karen Lamberton.

Fiscal Impact

Fiscal Year: 2011
One-time Fixed Costs? (\$\$\$):
Ongoing Costs? (\$\$\$):
County Match Required? (\$\$\$): \$21,472.00
A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):
Source of Funding?: HURF

Fiscal Impact & Funding Sources (if known):

The State Transportation Plan program is federally funded through the U.S. Department of Transportation Federal Highway Administration. Applicants are required to provide a 5.7% match; the match for this project will be a total of \$21,472. Match funds will be provided by local HURF dollars. Match funds have already been submitted to ADOT under IGA/JPA 121 fully executed Sept. 26, 2011.

Attachments

Davis Rd Contract 12-081

ADOT File No.: IGA/JPA 12-081I
AG Contract No.: P001 2012 002098
Project: Study/Project Assessment
Report
Section: Davis Rd SR 80 to SR 191
Federal Aid No.: CCH-0(204)T
ADOT Project No.: SZ050 03D
TIP/STIP No.: SEAGO 2011 Am #2
Budget Source Item No.: Local

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
COCHISE COUNTY

THIS AGREEMENT is entered into this date Please Do Not Enter, 2012, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the COCHISE COUNTY, acting by and through its BOARD OF SUPERVISORS and CHAIRMAN (the "County"). The State and the County are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
 2. The County is empowered by Arizona Revised Statutes § 11-251 to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.
 3. The Project Assessment of the 24-mile corridor of Davis Road between State Route (SR) 80 and State Route 191 to determine if Davis Road should or will function as a commercial freight corridor is hereinafter referred to as the "Study". The State shall be responsible for managing and administering the Study.
 4. Such Project lies within the boundary of the County and has been selected by the County; the plans, estimates and specifications will be prepared and, as required, submitted by the State to the Federal Highway Administration (FHWA) for its approval.
 5. The interest of the State in this Study is the acquisition and distribution of federal funds for the use and benefit of the County and to authorize such federal funds for the project pursuant to Federal law and regulations. The State shall be the designated agent for the County.
-

The current Study costs are as follows:

ADOT Project No. SZ050 03D

Federal Funds @ 94.3% (capped)	\$ 355,225.00
County Funds @ 5.7% match	\$ 21,472.00
State Design Review Fee	<u>\$ 5,000.00</u>
Total Estimated Study Costs	\$ 381,697.00

The Parties acknowledge that the final cost of the study may exceed the initial estimate(s) shown above, and in such case, the County is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final study amount is less than the initial estimate, the difference between the final study amount and the initial estimate will be de-obligated or otherwise released from the Study. The County acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final study amount.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, and prior to performing or authorizing any work, consistent with the terms of Amendment No. One to JPA 11-121I, the State will apply, towards this Project, \$5,000.00 of the \$10,000.00 design review fee and \$21,472.00 of the \$46,056.00 local match monies received from the County. Once the Study costs have been finalized, the State will either invoice or reimburse the County for the difference between estimated and actual costs. The State will prepare a final reconciliation upon completion of the Study.

b. Upon execution of this Agreement, and completion of the project Scope of Work, provide the County with an estimate of applicable review fees expected to be incurred by ADOT on behalf of the County. Provide regular billing statements related to charges against the design review fee balance to the County throughout the project.

c. Upon execution of this Agreement, act as the County's designated agent, retain and contract with professional Engineering and Environmental Consultants (the "Consultants") to prepare a Project Assessment, with a completed Environmental Overview; a freight corridor assessment and preliminary future corridor alignment recommendations to complete the Study. Review and approve documents required by FHWA to qualify certain projects for and to receive Federal funds. Such documents may consist of, but are not specifically limited to, environmental documents; the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of prepared reports, design plans, maps, and specifications; geological materials testing and analysis; right-of-way related activities and such other related tasks essential to the achievement of the objectives of this Agreement. Comments from the County will be incorporated, as appropriate.

d. Upon transfer of the funding from ADOT Project No. SS986 03D to ADOT Project No. SZ050 03D, pursuant to paragraph a. of this Section, administer the Study, including advertising, hiring and making payments to the Consultants and complete the Study in accordance with ADOT standards, policies, procedures and design guidelines.

e. Jointly coordinate the Study with the County, provide the County with invoices for review prior to making payments to the Consultants, provide the County with the Study documents for review and comment, and incorporate the County's comments in preparation of the final Study documents.

2. The County will:

a. Upon execution of this Agreement designate the State as the authorized agent for and on behalf of the County to retain and contract with the Consultants to prepare the Project Assessment, with a completed Environmental Overview; a freight corridor assessment and preliminary future corridor alignment recommendations.

b. Jointly coordinate the Study with the State, review and comment on invoices submitted by the Consultants for payment within seven (7) days of receipt, review and provide comments to the Study documents provided by the State within fourteen (14) days of receipt.

c. Be responsible for all costs in excess of the maximum amount of federal funds and for any costs ineligible for federal funds. Such cost shall be paid by the County within thirty (30) days of receipt of invoice from the State.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Study. Further, this Agreement may be cancelled at any time prior to initiation of a Study, upon thirty (30) days written notice to the other party. It is understood and agreed that, in the event the County terminates this Agreement, the State shall in no way be obligated to complete the Study.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The County, in regard to the County's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the County and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be the liability of the County and that to the extent permitted by law, the County hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the County, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. This agreement shall remain in force and effect until completion of the work and related deposits and reimbursements.

4. The cost of the Study under this Agreement is to be covered by the federal funds set aside for the Study, up to the maximum available. The County acknowledges that the eventual actual costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by the federal government as eligible for federal funds. Therefore, the County agrees to furnish and provide the difference between actual costs and the federal funds received.

5. The cost of the Study under this Agreement includes applicable indirect costs approved by the FHWA.

6. The County and the State warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely

Manner, the County will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

7. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

8. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

9. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes § 35-214 and § 35-215 shall apply to this Agreement.

10. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

11. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

12. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

13. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

Cochise County
Community Development Dept.
Attn: Karen Lamberton, AICP
County Transportation Planner
1415 E. Melody Lane, Bldg E
Bisbee, Arizona 85603
(520)432-9240
(520) 432-9278 Fax
E-mail: klamberton@cochise.az.gov

For County Financial Matters:
Vendor # 866000398-46
ATTN: Anissa Acedo
1415 E. Melody Lane
Bisbee, Arizona 85603
(520) 432-9300
(520) 432-9278 Fax
E-mail: aacedo@cochise.az.gov

14. Compliance requirements for Arizona Revised Statutes § 41-4401—immigration laws and E-Verify requirement:

a. The County warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Arizona Revised Statutes § 23-214(A).

b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Agreement, and the County may be subject to penalties up to and including termination of the Agreement.

c. The State retains the legal right to inspect the papers of any employee who works on the Project to ensure that the County or subcontractor is complying with the warranty under paragraph (a).

15. Pursuant to Arizona Revised Statutes § 35-391.06 and § 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes § 35-391 and/or § 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

16. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

17. In accordance with Arizona Revised Statutes § 11-952(D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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

COCHISE COUNTY

STATE OF ARIZONA

Department of Transportation

By _____
RICHARD SEARLE
Chairman, Board of Supervisors

By _____
DALLAS HAMMIT, P.E.
Senior Deputy State Engineer, Development

ATTEST:

By _____
KATIE HOWARD
Clerk of the Board

ATTORNEY APPROVAL FORM FOR THE COCHISE COUNTY

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the COCHISE COUNTY, an Agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2012

County Attorney

Regular Board of Supervisors Meeting

Meeting Date: 08/28/2012

Stonegarden Grant Reallocation (Equipment)

Submitted By: Marc Denney, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 2

Submitted for Signature:

NAME of PRESENTER: Marc Denney

TITLE of PRESENTER: Commander

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?:

REMINDER: You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information

Agenda Item Text:

Approve the Federal Fiscal Year Operations Stone Garden program award-reallocation grant, Agreement Number 777404-07 (for equipment), for the period from August 1, 2012 through November 30, 2012 in the amount of \$243,872.75.

Background:

Operation StoneGarden is an on-going Federally Funded grant that supports local law enforcement agencies along the US/Mexican border to provide increased resources and assets to assist the United States Border Patrol in their efforts in securing the border.

Department's Next Steps (if approved):

Upon approval and fully executed the Sheriff's Office will coordinate with Cochise County Procurement Department for the purchase of the equipment outlined in the grant agreement. Information Technologies, Fleet Services, and the County Procurement Department have been pre-advised of the potential for this project in order to facilitate the ordering, installation and support of the equipment due to the short turn around on the equipment purchases due to the grant guidelines.

Impact of NOT Approving/Alternatives:

If not approved the equipment will not be purchased through this grant source and a decision package asking for some or all of the equipment for the budget cycle will occur

To BOS Staff: Document Disposition/Follow-Up:

Once approved and signed by the board, provide both signed original copies to Commander Marc Denney to be sent to AZDOHS to be fully executed. Once fully executed a signed original of the agreement will be forwarded to the Board for filing purposes.

Attachments

OPSG Reallocation (Equipment)



Governor Janice K. Brewer



Director Gilbert M. Orrantia

State of Arizona

Department of Homeland Security

August 1, 2012

Sheriff Larry Dever
Cochise County Sheriff's Office
205 N. Judd Drive
Bisbee, AZ 85603

Subject: FFY 2010 Operation Stonegarden Grant Program Award- REALLOCATION
Grant Agreement Number: **777404-07**
Project Title: **Equipment**

Dear Sheriff Dever:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Operation Stonegarden Grant Program has been partially awarded. The project titled "**Equipment**" has been **partially funded** under the OPERATION STONEGARDEN GRANT PROGRAM for **\$243,872.75**. The grant performance period is **August 1, 2012 through November 30, 2012**. **Enclosed is a funding Addendum that identifies approved funding elements**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Two (2) original AZDOHS Subgrantee Agreements (enclosed).
2. Funding Addendum page (enclosed).
3. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).
4. Complete NIMSCAST at www.fema.gov/nimscast. Per Federal Grant Guidance, sovereign nations are required to provide their respective State Administrative Agency access to their NIMSCAST data. For more information on NIMSCAST, contact Mariano Gonzalez at mariano.gonzalez@azdema.gov, or (602) 464-6327. No hard copy required.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 above is not signed and received by AZDOHS by October 31, 2012 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Reimbursements are limited to approved quantities and funding thresholds.
- All radio equipment purchased with Homeland Security funds must be P25 capable and programmed in accordance with the Arizona's State Interoperable Priority Programming Guide Channels, which include standard names for national channels as identified in the National Interoperability Field Operations Guide (NIFOG).
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- All projects that support training initiatives including FEMA approved/state sponsored training must be in compliance with grant guidance, the subgrantee agreement, and approved through the ADEM/AZDOHS training request process prior to execution of training.
- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.
- Subgrantees are required to annually submit a copy of their annual A133 Audit to ADZOHS.

- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,



Gilbert M. Orrantia
Director

Cc: Lt. Floyd Gregory

Attachment: EHP Designation Letter

Operations Order Addendum - EQUIPMENT
FY 2010 Operation Stonegarden Grant Program
Agency: Cochise County Sheriff's Office

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines. Subgrantee agrees to the funding shown here:

EQUIPMENT	AEL	QUANTITY	COST/UNIT	TOTAL COST	TOTAL AWARD
Vehicle Mobile Digital Recorder	04MD-01-VCAM	37	\$5,250	\$196,610	
Mobile Radio	06CP-01-MOBL	5	\$2,740	\$13,700	
Portable Radio	06CP-01-PORT	5	\$2,038	\$10,190	
Tactical Vest w/Level III Insert	01LE-01-ARMR	3	\$2,373	\$7,119	
Dual-Band Portable Cellular Repeater	06CP-03-TOWR	1	\$5,355	\$5,355	
Breeching Tools	03SR-02-TLHN	2	\$860	\$1,418.75	
Laptop Computer	04HW-01-MOBL	3	\$1,740	\$5,220	
Digital Camera	04MD-01-CMRA	4	\$1,065	\$4,260	
					\$243,872.75

Project Point of Contact

Print Name

Signature

Date

Strategic Planner or
Assistant Director Planning & Preparedness

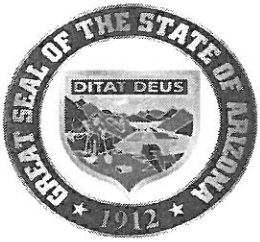
William D. Seltzer

Print Name

Signature

Date

This form is to be signed and returned.



State of Arizona Department of Homeland Security



Governor Janice K. Brewer

Director Gilbert M. Orrantia

FFY 2010

Dear Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded.

Please be advised, your project required an Environmental and Historic Preservation review. It has been reviewed and your project has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham (602) 542-7041 or mstidham@azdohs.gov with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subgrantee agreement:

The subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.

SUBGRANTEE AGREEMENT (Equipment)

10-AZDOHS-OPSG-777404-07

Between

**The Arizona Department of Homeland Security
And**

Cochise County Sheriff's Office

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the **Cochise County Sheriff's Office** (subrecipient) for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become **effective on August 1, 2012 and shall terminate on November 30, 2012**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application/Operations Order; "**Operation Stonegarden – Equipment**" and funded at **\$243,872.75** (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall:

- a) Provide up to **\$243,872.75** to the subrecipient for services provided under Paragraph III.
- b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget

called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than \$500,000 from Federal awards. If the subrecipient has expended more than \$500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year must be submitted to the AZDOHS for review within thirty (30) days of signing this Agreement.
- b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the grant guidance Office of Management and Budget (OMB) Circulars Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

- a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html.
- b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (formerly OMB), at http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html. Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.
- c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at <https://www.rkb.mipt.org/acl.cfm> 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
- d) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative

Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

Included within the above mentioned guidance documents are provisions for the following:

NIMSCAST

The subrecipient agrees to complete the National Incident Management System Compliance Assistance Support Tool (NIMSCAST) and remain in compliance.

Environmental Planning and Historic Preservation

The subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.

Consultants/Trainers/Training Providers

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates, must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13 and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance and DHS Program Guide. The subrecipient

agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <http://www.gao.state.gov..>

Procurement

The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Sole or Single Source procurement agreement, unless prior written approval is granted by the AZDOHS.

Training

The subrecipient agrees that any grant funds used for training must be in compliance with grant guidance. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s).

Nonsupplanting Agreement

The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).
- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes as described in the guidance and application. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

Terms used in this sub-part have the following meaning (see also Reclamation Supplement to Federal Property Management Regulations, Part 60 Property Accountability, Sub-part 114S-60.4 Classification of Property).

- a) Nonexpendable property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$300 or more, and does not become a fixture or lose its identity as a component of other equipment or plant.
- b) At the time when the final request for reimbursement is submitted, the subrecipient must file with the AZDOHS a copy of the Property Control Record Form listing all such property acquired with grant funds. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives for verification of information.
- c) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. When use of the property for project activities is discontinued, the subrecipient shall request in writing disposition instructions from the AZDOHS before actual disposition of the property. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately. An equipment/capital asset list shall be maintained for the entire scope of the program or project for which it was acquired. All equipment having an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and/or a useful life of more than one year shall be included in the equipment/capital asset list.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

- a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
- b) The subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with Grant Guidance.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage

funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports

The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report Format template, which is posted at www.azdohs.gov. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed.

b) Quarterly reports are due:

January 15 (period October 1– December 31)

April 15 (period January 1 – March 31)

July 15 (period April 1 – June 30)

October 15 (period July 1 – September 30)

c) Financial Reimbursements

The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than forty-five (45) days after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL, and include a copy of the Property Control Form.

All reports shall be submitted to the contact person as described in Paragraph XXXIX, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XIV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XV. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option, may terminate this Agreement.

XVI. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVII. THIRD PARTY ANTITRUST VIOLATIONS

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XVIII. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the

AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XIX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XX. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXI. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIII. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph X, REPORTING REQUIREMENTS; provided; however, that the AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The subrecipient agrees to execute any such amendment within ten (10) business days of its receipt. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXIV. RESTRICTIONS ON LOBBYING

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXV. LICENSING

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

XXVII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVIII. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXIX. ADVERTISING AND PROMOTION OF AGREEMENT

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-recipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXI. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXII. INDEMNIFICATION

To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as claims) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

XXXIII. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXIV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXV. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVI. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVIII. SPECIAL CONDITIONS

- a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The subrecipient acknowledges that U.S. Department of Homeland Security and the AZDOHS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**
- d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

XXXIX.

NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic notices relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov.

The subrecipient shall submit reimbursement requests relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov

The AZDOHS shall address all notices relative to this Agreement to:

Enter Title, First & Last Name above

Enter Agency Name above

Enter Street Address

Enter City, State, ZIP

XXXX. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Enter Agency Name above

Authorized Signature above

Print Name & Title above

Enter Date above

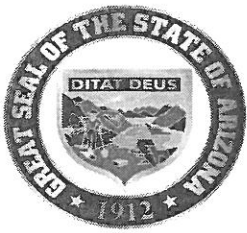
FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)



Governor Janice K. Brewer



Director Gilbert M. Orrantia

State of Arizona

Department of Homeland Security

August 1, 2012

Sheriff Larry Dever
Cochise County Sheriff's Office
205 N. Judd Drive
Bisbee, AZ 85603

Subject: FFY 2009 REGULAR Operation Stonegarden Grant Program Award- **REALLOCATION**
Grant Agreement Number: **555415-05**
Project Title: **Equipment**

Dear Sheriff Dever:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Operation Stonegarden Grant Program has been partially awarded. The project titled "**Equipment**" has been **partially funded** under the OPERATION STONEGARDEN GRANT PROGRAM for **\$2,881.00**. The grant performance period is **August 1, 2012 through November 30, 2012**. **Enclosed is a funding Addendum that identifies approved funding elements**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Two (2) original AZDOHS Subgrantee Agreements (enclosed).
2. Funding Addendum page (enclosed).
3. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).
4. Complete NIMSCAST at www.fema.gov/nimscast. Per Federal Grant Guidance, sovereign nations are required to provide their respective State Administrative Agency access to their NIMSCAST data. For more information on NIMSCAST, contact Mariano Gonzalez at mariano.gonzalez@azdema.gov, or (602) 464-6327. No hard copy required.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 above is not signed and received by AZDOHS by October 31, 2012 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Reimbursements are limited to approved quantities and funding thresholds.
- All radio equipment purchased with Homeland Security funds must be P25 capable and programmed in accordance with the Arizona's State Interoperable Priority Programming Guide Channels, which include standard names for national channels as identified in the National Interoperability Field Operations Guide (NIFOG).
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- All projects that support training initiatives including FEMA approved/state sponsored training must be in compliance with grant guidance, the subgrantee agreement, and approved through the ADEM/AZDOHS training request process prior to execution of training.
- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.
- Subgrantees are required to annually submit a copy of their annual A133 Audit to ADZOHS.

- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

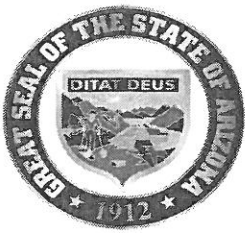
Sincerely,



Gilbert M. Orrantia
Director

Cc: Lt. Floyd Gregory

Attachment: EHP Designation Letter



Governor Janice K. Brewer



Director Gilbert M. Orrantia

State of Arizona

Department of Homeland Security

August 1, 2012

Sheriff Larry Dever
Cochise County Sheriff's Office
205 N. Judd Drive
Bisbee, AZ 85603

Subject: FFY 2009 REGULAR Operation Stonegarden Grant Program Award- **REALLOCATION**
Grant Agreement Number: **555415-05**
Project Title: **Equipment**

Dear Sheriff Dever:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Operation Stonegarden Grant Program has been partially awarded. The project titled "**Equipment**" has been **partially funded** under the OPERATION STONEGARDEN GRANT PROGRAM for **\$2,881.00**. The grant performance period is **August 1, 2012 through November 30, 2012**. **Enclosed is a funding Addendum that identifies approved funding elements**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Two (2) original AZDOHS Subgrantee Agreements (enclosed).
2. Funding Addendum page (enclosed).
3. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).
4. Complete NIMSCAST at www.fema.gov/nimscast. Per Federal Grant Guidance, sovereign nations are required to provide their respective State Administrative Agency access to their NIMSCAST data. For more information on NIMSCAST, contact Mariano Gonzalez at mariano.gonzalez@azdema.gov, or (602) 464-6327. No hard copy required.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 above is not signed and received by AZDOHS by October 31, 2012 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Reimbursements are limited to approved quantities and funding thresholds.
- All radio equipment purchased with Homeland Security funds must be P25 capable and programmed in accordance with the Arizona's State Interoperable Priority Programming Guide Channels, which include standard names for national channels as identified in the National Interoperability Field Operations Guide (NIFOG).
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- All projects that support training initiatives including FEMA approved/state sponsored training must be in compliance with grant guidance, the subgrantee agreement, and approved through the ADEM/AZDOHS training request process prior to execution of training.
- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.
- Subgrantees are required to annually submit a copy of their annual A133 Audit to ADZOHS.

- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,



Gilbert M. Orrantia
Director

Cc: Lt. Floyd Gregory

Attachment: EHP Designation Letter

Operations Order Addendum - EQUIPMENT
FY 2010 Operation Stonegarden Grant Program
Agency: Cochise County Sheriff's Office

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines. Subgrantee agrees to the funding shown here:

EQUIPMENT	AEL	QUANTITY	COST/UNIT	TOTAL COST	TOTAL AWARD
Breeching Tools	03SR-02-TLHN	3	\$860.00	\$2,881.00	
					\$2,881.00

Project Point of Contact

Print Name

Signature

Date

Strategic Planner or
Assistant Director Planning & Preparedness

William D. Seltzer

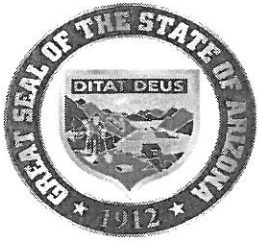
Print Name

Signature

Date



This form is to be signed and returned.



State of Arizona Department of Homeland Security



Governor Janice K. Brewer

Director Gilbert M. Orrantia

FFY 2010

Dear Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded.

Please be advised, your project required an Environmental and Historic Preservation review. It has been reviewed and your project has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham (602) 542-7041 or mstidham@azdohs.gov with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subgrantee agreement:

The subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.

SUBGRANTEE AGREEMENT – REALLOCATION Equipment

09-AZDOHS-OPSG-555415-05

Between

**The Arizona Department of Homeland Security
And**

Cochise County Sheriff's Office

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the **Cochise County Sheriff's Office** (subrecipient) for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become **effective on August 1, 2012 and shall terminate on November 30, 2012**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application/Operations Order; **"Operation Stonegarden – Equipment"** and funded at **\$2,881.00** (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall:

- a) Provide up to **\$2,881.00** to the subrecipient for services provided under Paragraph III.
- b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the

AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than \$500,000 from Federal awards. If the subrecipient has expended more than \$500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year must be submitted to the AZDOHS for review within thirty (30) days of signing this Agreement.
- b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the grant guidance Office of Management and Budget (OMB) Circulars Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

- a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html.
- b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (formerly OMB), at http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html. Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.
- c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at <https://www.rkb.mipt.org/ael.cfm> 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

- d) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulators; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

Included within the above mentioned guidance documents are provisions for the following:

NIMSCAST

The subrecipient agrees to complete the National Incident Management System Compliance Assistance Support Tool (NIMSCAST) and remain in compliance.

Environmental Planning and Historic Preservation

The subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.

Consultants/Trainers/Training Providers

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates, must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13 and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance and DHS Program Guide. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <http://www.gao.state.gov..>

Procurement

The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Sole or Single Source procurement agreement, unless prior written approval is granted by the AZDOHS.

Training

The subrecipient agrees that any grant funds used for training must be in compliance with grant guidance. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s).

Nonsupplanting Agreement

The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).
- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.

- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes as described in the guidance and application. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

Terms used in this sub-part have the following meaning (see also Reclamation Supplement to Federal Property Management Regulations, Part 60 Property Accountability, Sub-part 114S-60.4 Classification of Property).

- a) Nonexpendable property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$300 or more, and does not become a fixture or lose its identity as a component of other equipment or plant.
- b) At the time when the final request for reimbursement is submitted, the subrecipient must file with the AZDOHS a copy of the Property Control Record Form listing all such property acquired with grant funds. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives for verification of information.
- c) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. When use of the property for project activities is discontinued, the subrecipient shall request in writing disposition instructions from the AZDOHS before actual disposition of the property. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately. An equipment/capital asset list shall be maintained for the entire scope of the program or project for which it was acquired. All equipment having an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and/or a useful life of more than one year shall be included in the equipment/capital asset list.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

- a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
- b) The subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with Grant Guidance.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports

The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report Format template, which is posted at www.azdohs.gov. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

b) Quarterly reports are due:

January 15 (period October 1– December 31)

April 15 (period January 1 – March 31)

July 15 (period April 1 – June 30)

October 15 (period July 1 – September 30)

c) Financial Reimbursements

The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than forty-five (45) days after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL, and include a copy of the Property Control Form.

All reports shall be submitted to the contact person as described in Paragraph XXXIX, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XIV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XV. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option, may terminate this Agreement.

XVI. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVII. THIRD PARTY ANTITRUST VIOLATIONS

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XVIII. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XIX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XX. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXI. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIII. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph X, REPORTING REQUIREMENTS; provided; however, that the AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The subrecipient agrees to execute any such amendment within ten (10) business days of its receipt. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXIV. RESTRICTIONS ON LOBBYING

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXV. LICENSING

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

XXVII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVIII. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXIX. ADVERTISING AND PROMOTION OF AGREEMENT

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-recipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXI. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXII. INDEMNIFICATION

To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as claims) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

XXXIII. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXIV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXV. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVI. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVIII. SPECIAL CONDITIONS

- a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The subrecipient acknowledges that U.S. Department of Homeland Security and the AZDOHS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**
- d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

XXXIX. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic notices relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov.

The subrecipient shall submit reimbursement requests relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov

The AZDOHS shall address all notices relative to this Agreement to:

Enter Title, First & Last Name above

Enter Agency Name above

Enter Street Address

Enter City, State, ZIP

XXXX. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Enter Agency Name above

Authorized Signature above

Print Name & Title above

Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

Regular Board of Supervisors Meeting

Meeting Date: 08/28/2012

Adopt Resolution 12-__ canceling the Sunnyside Fire District Election and declaring the vacancies

Submitted By: Juanita Murray, Elections & Special Districts

Department: Elections & Special Districts

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS Submitted for Signature: 1

NAME of PRESENTER: Juanita Murray

TITLE of PRESENTER: Elections & Special Districts Director

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?: A.R.S. 48-802 (D)(4)

Information

Agenda Item Text:

Adopt Resolution 12-57 canceling the Sunnyside Fire District Board November 6, 2012 election for the three 4-year board seats up for election and resolving that the board positions are hereby declared vacant, effective the 1st day of December 2012, and appointing Thomas W. Schelling as the administrator, effective December 1, 2012.

Background:

A.R.S. 48-802 (D)(4) provides that the Board of Supervisors may cancel the election for Fire District Governing Board seats and appoint the person who filed nomination papers to fill the position when the number of positions is equal to or more then the number of persons who filed nomination papers.

Department's Next Steps (if approved):

Notify the Sunnyside Fire District of the cancellation of the election and declaration of vacancies.

Impact of NOT Approving/Alternatives:

Sunnyside FD would incur cost of election.

To BOS Staff: Document Disposition/Follow-Up:

After BOS signature on Resolution, have it recorded and send copy to the Elections office.

Attachments

Cancel Election and Declare Vacancies - Sunnyside Fire 2012- Final - rev

RESOLUTION 12 -__

CANCELING THE SUNNYSIDE FIRE DISTRICT BOARD ELECTION, DECLARING A VACANCY IN THESE POSITIONS AND APPOINTING AN ADMINISTRATOR FOR THIS DISTRICT

WHEREAS, in accordance with the provisions of A.R.S. § 16-226, the **Sunnyside Fire District** called for an election for three board seats, with four year terms, to be held November 6, 2012; and

WHEREAS, on August 8, 2012, the date set pursuant to A.R.S. § 16-311.B, no candidate filed for a seat up for election on the **Sunnyside Fire District** Board; and

WHEREAS, pursuant to A.R.S. § 48-802.D(4), if no person files a nomination petition for an election to fill a district office, the Board may cancel the election for that office and declare it vacant, to be filled otherwise provided by law; and

WHEREAS, as of 5:00pm on August 22, 2012, the date set pursuant to A.R.S. § 16-312.B(2), no candidate had filed as a write-in candidate for the seat up for election; and

WHEREAS, pursuant to A.R.S. § 48-803.B, if all governing board seats are vacant, the board of supervisors shall appoint an administrator to administer the district with the same duties and obligations of the elected board,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Cochise County that the **Sunnyside Fire District** Board Election scheduled for November 6, 2012 is hereby canceled.

FURTHER, BE IT RESOLVED that **Thomas W. Schelling** is hereby appointed administrator of the **Sunnyside Fire District** Board, with all the powers

RESOLUTION 12-__

**Re: Canceling The Sunnyside Fire District Board Election, Declaring A
Vacancy In These Positions And Appointing An Administrator For This
District**

Page 2

and duties of that office as if elected to that office, effective the 1st day of
December, 2012.

PASSED AND ADOPTED this 28th day of August, 2012.

Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard
Clerk of the Board

Britt W. Hanson, Civil Deputy
County Attorney

Regular Board of Supervisors Meeting**Elections & Special Districts****Meeting Date:** 08/28/2012

Adopt Resolution 12-___ canceling the Babocomari Fire District election; declare vacancies and appoint administrator

Submitted By: Juanita Murray, Elections & Special Districts**Department:** Elections & Special Districts**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS** 1**Submitted for Signature:****NAME of PRESENTER:** Juanita Murray**TITLE of PRESENTER:** Juanita Murray**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate**Source of Mandate or Basis for Support?:** A.R.S. 48-802(D)(4)**Information****Agenda Item Text:**

Adopt Resolution 12-71 canceling the Babocomari Fire District Board November 6, 2012 election for the three 4-year board seats up for election; resolving that that board positions are hereby declared vacant; and appointing Thomas W. Schelling as the administrator, effective the 1st day of December 2012.

Background:

A.R.S. 48-802 (D)(4) provides that the Board of Supervisors may cancel the election for Fire District Governing Board seats and appoint the person who filed nomination papers to fill the position when the number of positions is equal to or more then the number of persons who filed nomination papers. A.R.S. 48-803(B) provides that the Board of Supervisors shall appoint an administrator to administer the district with the same duties and obligations of the elected board.

Department's Next Steps (if approved):

Notify the Babocomari Fire District of the election cancellation; declaration of Board vacancies; and, appointment of Thomas W. Schelling as administrator.

Impact of NOT Approving/Alternatives:

Babocomari Fire District will incur cost of election

To BOS Staff: Document Disposition/Follow-Up:

After BOS signature, have resolution recorded and send a copy to the Elections office.

Attachments

Cancel Election and Appoint - Babocomari Fire 2012- Final - rev

RESOLUTION 12-__

CANCELING THE BABOCOMARI FIRE DISTRICT BOARD ELECTION, DECLARING A VACANCY IN THESE POSITIONS AND APPOINTING AN ADMINISTRATOR FOR THIS DISTRICT

WHEREAS, in accordance with the provisions of A.R.S. § 16-226, the **Babocomari Fire District** called for an election for three board seats, with four year terms, to be held November 6, 2012; and

WHEREAS, on August 8, 2012, the date set pursuant to A.R.S. § 16-311.B, no candidate filed for a seat up for election on the **Babocomari Fire District** Board; and

WHEREAS, pursuant to A.R.S. § 48-802.D(4), if no person files a nomination petition for an election to fill a district office, the Board may cancel the election for that office and declare it vacant, to be filled otherwise provided by law; and

WHEREAS, as of 5:00pm on August 22, 2012, the date set pursuant to A.R.S. § 16-312.B(2), no candidate had filed as a write-in candidate for the seat up for election; and

WHEREAS, pursuant to A.R.S. § 48-803.B, if all governing board seats are vacant, the board of supervisors shall appoint an administrator to administer the district with the same duties and obligations of the elected board,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Cochise County that the **Babocomari Fire District** Board Election scheduled for November 6, 2012 is hereby canceled.

FURTHER, BE IT RESOLVED that **Thomas W. Schelling** is hereby appointed administrator of the **Babocomari Fire District Board**, with all the

RESOLUTION 12-__

**Re: Canceling The Babocomari Fire District Board Election, Declaring A
Vacancy In These Positions And Appointing An Administrator For This
District**

Page 2

powers and duties of that office as if elected to that office, effective the 1st day of
December, 2012.

PASSED AND ADOPTED this 28th day of August, 2012.

Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard
Clerk of the Board

Britt W. Hanson, Civil Deputy
County Attorney

Regular Board of Supervisors Meeting**Elections & Special Districts****Meeting Date:** 08/28/2012

Adopt Resolution 12-___ canceling Naco Fire District Board election and declare 3 board vacancies.

Submitted By: Juanita Murray, Elections & Special Districts**Department:** Elections & Special Districts**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS Submitted for Signature:** 1**NAME of PRESENTER:** Juanita Murray**TITLE of PRESENTER:** Director, Elections/Special Districts**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate**Source of Mandate or Basis for Support?:** A.R.S. 48-802(D)(4)**Information****Agenda Item Text:**

Adopt Resolution 12-72 canceling the Naco Fire District Board November 6, 2012 election for the three 4-year board seats up for election and resolving that the board positions are hereby declared vacant, effective the 1st day of December 2012; and appointing Joe X. Garcia as the Administrator to administer the district with the same duties and obligations of the elected board.

Background:

A.R.S. 48-802 (D)(4) provides that the Board of Supervisors may cancel the election for Fire District Governing Board seats and appoint the person who filed nomination papers to fill the position when the number of positions is equal to or more then the number of persons who filed nomination papers.

Department's Next Steps (if approved):

Notify Naco Fire District of need to appoint 3 Governing Board members.

Impact of NOT Approving/Alternatives:

Non-compliance with A.R.S.

To BOS Staff: Document Disposition/Follow-Up:

After BOS signature, record Resolution and send copy of recorded Resolution to the Elections office.

Attachments

Cancel Election and Declare Vacancies - Naco Fire 2012- Final - rev

RESOLUTION 12 -__

CANCELING THE NACO FIRE DISTRICT BOARD ELECTION, DECLARING A VACANCY IN THESE POSITIONS AND APPOINTING AN ADMINISTRATOR FOR THIS DISTRICT

WHEREAS, in accordance with the provisions of A.R.S. § 16-226, the **Naco Fire District** called for an election for three board seats, with four year terms, to be held November 6, 2012; and

WHEREAS, on August 8, 2012, the date set pursuant to A.R.S. § 16-311.B, no candidate filed for a seat up for election on the **Naco Fire District** Board; and

WHEREAS, pursuant to A.R.S. § 48-802.D(4), if no person files a nomination petition for an election to fill a district office, the Board may cancel the election for that office and declare it vacant, to be filled otherwise provided by law; and

WHEREAS, as of 5:00pm on August 22, 2012, the date set pursuant to A.R.S. § 16-312.B(2), no candidate had filed as a write-in candidate for the seats up for election; and

WHEREAS, pursuant to A.R.S. § 48-803.B, if all governing board seats are vacant, the Board of Supervisors shall appoint an administrator to administer the district with the same duties and obligations of the elected board,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Cochise County that the **Naco Fire District** Board Election scheduled for November 6, 2012 is hereby canceled.

FURTHER, BE IT RESOLVED that **Joe X. Garcia** is hereby appointed administrator of the **Naco Fire District** Board, with all the powers and duties of that office as if elected to that office, effective the 1st day of December, 2012, and the three seats are declared vacant, effective 1st day of December, 2012.

.

RESOLUTION 12-__

**Re: Canceling The Naco Fire District Board Election, Declaring A Vacancy
In These Positions And Appointing An Administrator For This District
Page 2**

PASSED AND ADOPTED this 28th day of August, 2012.

Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard
Clerk of the Board

Britt W. Hanson, Civil Deputy
County Attorney

Regular Board of Supervisors Meeting**Elections & Special Districts****Meeting Date:** 08/28/2012

Adopt Resolution 12-__ canceling San Simon Fire District election and declare 3 board seats vacant.

Submitted By: Juanita Murray, Elections & Special Districts**Department:** Elections & Special Districts**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS Submitted for Signature:** 1**NAME of PRESENTER:** Juanita Murray**TITLE of PRESENTER:** Director, Elections/Special Districts**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate**Source of Mandate or Basis for Support?:** A.R.S. 48-802(D)(4)**Information****Agenda Item Text:**

Adopt Resolution 12-73 canceling the San Simon Fire District Board November 6, 2012 election for the three 4-year board seats up for election and resolving that the board positions are hereby declared vacant, effective the 1st day of December 2012; and, appointing Heather G. Lentz to administer the district with the same duties and obligations of the elected board.

Background:

A.R.S. 48-802 (D)(4) provides that the Board of Supervisors may cancel the election for Fire District Governing Board seats and appoint the person who filed nomination papers to fill the position when the number of positions is equal to or more then the number of persons who filed nomination papers

Department's Next Steps (if approved):

Notify San Simon Fire District of the election cancellation and the 3 Board seat vacancies.

Impact of NOT Approving/Alternatives:

San Simon Fire District would incur the cost of an election.

To BOS Staff: Document Disposition/Follow-Up:

After BOS signature, record Resolution and send copy of recorded Resolution to the Elections office.

Attachments

Cancel Election and Declare Vacancies - San Simon Fire 2012- Final -rev

RESOLUTION 12 -__

CANCELING THE SAN SIMON FIRE DISTRICT BOARD ELECTION, DECLARING A VACANCY IN THESE POSITIONS AND APPOINTING AN ADMINISTRATOR FOR THIS DISTRICT

WHEREAS, in accordance with the provisions of A.R.S. § 16-226, the **San Simon Fire District** called for an election for three board seats, with 4 year terms, to be held November 6, 2012; and

WHEREAS, on August 8, 2012, the date set pursuant to A.R.S. § 16-311.B, no candidate filed for a seat up for election on the **San Simon Fire District** Board; and

WHEREAS, pursuant to A.R.S. § 48-802.D(4), if no person files a nomination petition for an election to fill a district office, the Board may cancel the election for that office and declare it vacant, to be filled otherwise provided by law; and

WHEREAS, as of 5:00pm on August 22, 2012, the date set pursuant to A.R.S. § 16-312.B(2), no candidate had filed as a write-in candidate for the seats up for election; and

WHEREAS, pursuant to A.R.S. § 48-803.B, if all governing board seats are vacant, the board of supervisors shall appoint an administrator to administer the district with the same duties and obligations of the elected board,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Cochise County that the **San Simon Fire District** Board Election scheduled for November 6, 2012 is hereby canceled.

FURTHER, BE IT RESOLVED that **Heather G. Lentz** is hereby appointed administrator of the **San Simon Fire District** Board, with all the powers and duties of that office as if elected to that office, effective the 1st day of December, 2012,

RESOLUTION 12-__

**Re: Canceling The San Simon Fire District Board Election, Declaring A
Vacancy In These Positions And Appointing An Administrator For This
District**

Page 2

and the three 4-year term board positions are declared vacant effective the 1st day
of December, 2012.

PASSED AND ADOPTED this 28th day of August, 2012.

Richard R. Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard
Clerk of the Board

Britt W. Hanson, Civil Deputy
County Attorney

Regular Board of Supervisors Meeting

Meeting Date: 08/28/2012

Award of Contract for a Solar Energy System

Submitted By: Dave Seward, Procurement

Department: Procurement

Presentation: No A/V Presentation
Document Signatures: BOS Signature Required

Recommendation: Approve
of ORIGINALS 2
Submitted for Signature:

NAME of PRESENTER: Dave Seward

TITLE of PRESENTER: Dave Seward

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Approve an award of contract for a Solar Energy System as a result of Request for Proposals (RFP) No. 12-12-FAC-03 to Sunwize Technologies, Inc. for solar parking lot shade structures at the Melody Lane and Douglas County facilities.

Background:

A work session was held on December 20, 2011 to discuss the feasibility of soliciting proposals for a Solar Energy System. The Board of Supervisors supported the concept to install solar shade structures at various facilities throughout the County and instructed the Procurement Department to prepare an RFP solicitation in an effort to contract with a firm to accomplish this task. RFP No. 12-12-FAC-03 was developed by the Procurement, Facilities, and County Attorney's Office. Since the State of Arizona had already performed a pre-qualification process for solar energy firms, the Procurement department limited the solicitation process to the nine firms on the State of Arizona list of pre-qualified firms. All nine firms were invited to bid. A pre-proposal meeting which included a site visit to five prospective facilities was held on March 1, 2012. Five firms attended the pre-proposal conference. Five submittals were received by the closing date and time of April 11, 2012 at 4:00 p.m. which include two firms that submitted "no bid" responses. Submittals received are as follows:

Sunwize Technologies, Inc. – San Jose, CA
PWI Solar Construction, Inc. – Mesa, AZ
Single Source Renewables LLC – Scottsdale, AZ
ACE Solar Systems – Phoenix, AZ – No Bid
Arizona Solar Concepts – Tempe, AZ – No Bid

Proposals were evaluated by staff from the Procurement, Facilities Management and Health Departments. Subsequent to a briefing of an analysis of the proposals to the County Administrator and Deputy County Administrator, the firms were asked to resubmit pricing for each proposed facility individually as opposed to the original concept of proposals on an all or none basis. The proposed facilities were Bisbee, Melody Lane, Colonia De Salud, Sierra Vista, and the Douglas Regional Service Center. It was determined that we pursue Melody Lane and Douglas only as they are the largest energy producing facilities and provide the most cost effective solution for solar energy.

The revised proposals were evaluated and the evaluation team is recommending a contract with Sunwize Technologies, Inc. The proposal from Sunwize Technologies is the most advantageous to the County as the rates are fixed for entire 20-year contract period and the energy production level will ensure that we do pay for energy produced, but not used.

An independent consultant with extensive solar experience and knowledge was retained to validate the recommendation of the evaluation panel and has concurred with the recommendation.

Time is of the essence to approve a contract prior to August 31, 2012 as the incentive credits offered by APS will expire. Without the credits this contract may not be cost effective to pursue this project.

Department's Next Steps (if approved):

Execute the Power Purchase Agreement. Manage contract performance.

Impact of NOT Approving/Alternatives:

The project will not move forward. Energy costs will most likely continue to increase and the County will not benefit from having parking lot shade structures.

To BOS Staff: Document Disposition/Follow-Up:

Contracts will be hand carried to Katie Howard.
