

# 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, December 4, 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.*

**CONSENT**

**Board of Supervisors**

1. Approve the Minutes of the regular meeting of the Board of Supervisors of November 27, 2012.

**Community Development**

2. Approve the appointment of Ms. Liza Weissler to the Planning and Zoning Commission for a four year term ending December 31, 2016.

**Court Administration**

3. Approve appointments of county-wide Justices of the Peace Pro Tempore David Howe, Paul Julien, William Lakosil, and Frederick Thompson for a period beginning immediately and ending 6/30/2013 pursuant to ARS 22-121.

#### **Finance**

4. Approve demands and budget amendments for operating transfers.

#### **Juvenile Probation**

5. Approve the Intergovernmental Agreement Amendment #1 among the Arizona Supreme Court, County School Superintendent and Cochise County Superior Court for title funding to provide education programs to juvenile detainees in the classrooms at Juvenile Detention School effective as of the date of execution of the agreement amendment by all parties through June 30, 2014.

#### **Workforce Development**

6. Approve Amendment #10 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.

#### ***PUBLIC HEARINGS***

#### **Board of Supervisors**

7. Approve a person transfer liquor license application for a series #6 (bar) liquor license submitted by Mr. John L. Permenter for Cattlerest located at 933 S. Haskell Avenue, Willcox, 85643.

#### ***ACTION***

#### **Board of Supervisors**

8. Approve the 2013 Cochise County calendar reflecting the schedule of the Regular Board of Supervisor meetings for the calendar year 2013, the 2013 holidays and pay days, and authorize the Clerk to post the Public Notice of the 2013 meeting schedule.

#### **Community Development**

9. Adopt Resolution 12-79 to abandon the Kayenta Estates Minor Subdivision Plat and Assurance Agreement.

#### **Solid Waste**

10. Approve the award of Invitation for Bids (IFB) No. 13-11-SWD-04 to Lawrence Construction Company, DBA LCCO Construction, for the Western Regional Landfill Cell 3B Liner and Cell 4 Excavation Project in the amount of \$1,832,863.34.

#### ***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](mailto:board@cochise.az.gov)**  
**[www.cochise.az.gov](http://www.cochise.az.gov)**

**"PUBLIC PROGRAMS, PERSONAL SERVICE"**

**Regular Board of Supervisors Meeting**

**Meeting Date:** 12/04/2012

Minutes

**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 the Minutes of the regular meeting of the Board of Supervisors of November 27, 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.

---

## Community Development

## Regular Board of Supervisors Meeting

Meeting Date: 12/04/2012

Appoint Liza Weissler to the Planning and Zoning Commission

Submitted By: Peter Gardner, Community  
Development

Department: Community Development

Division:

Planning &amp; Zoning

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

# of ORIGINALS 0

Submitted for Signature:

NAME  
of PRESENTER: N/ATITLE  
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:

Approve the appointment of Ms. Liza Weissler to the Planning and Zoning Commission for a four year term ending December 31, 2016.

## Background:

The Planning and Zoning Commission consists of nine members, three members appointed by each County Supervisor and residing in the respective Supervisorial District. Planning and Zoning Commissioners serve staggered four-year terms.

With the resignation of Mr. Jay Sanger a vacancy exists from District 1. Supervisor Pat Call is recommending the appointment Ms. Liza Weissler for a four year term ending December 31, 2016.

## Department's Next Steps (if approved):

The Planning Division will send Ms. Weissler the By-Laws and training materials.

## Impact of NOT Approving/Alternatives:

There will be a vacancy on the Planning and Zoning Commission from District 1.

## To BOS Staff: Document Disposition/Follow-Up:

Please send Ms. Weissler the standard letter from the Board's Office affirming her appointment along with the Oath of Office and Open Meeting Law documents.

---

Attachments

Staff Memo



# COCHISE COUNTY COMMUNITY DEVELOPMENT

---

*"Public Programs...Personal Service"*

**TO:** Board of Supervisors  
Through: Michael Ortega, County Administrator

**FROM:** Peter Gardner, Planner I  
For: Beverly J. Wilson, Deputy Director Planning Division

**SUBJECT:** Planning and Zoning Commission Member Appointment

**DATE:** November 26, 2012

## **I. NATURE OF REQUEST**

The Cochise County Planning and Zoning Commission consists of three members from each district who serve staggered four-year terms. The resignation of Jay Sanger has created a vacancy from District One. Mr. Call has recommended appointment of Liza Weissler to fill the vacancy.:

## **II. RECOMMENDATION**

Staff recommends that this individual be appointed to the Planning and Zoning Commission by the Board of Supervisors for a four-year term to expire on December 31, 2016.

## Court Administration

**Regular Board of Supervisors Meeting****Meeting Date:** 12/04/2012

Appoint Justices of the Peace pro tempore

**Submitted By:** Gussie Motter, 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 appointments of county-wide Justices of the Peace Pro Tempore David Howe, Paul Julien, William Lakosil, and Frederick Thompson for a period beginning immediately and ending 6/30/2013 pursuant to ARS 22-121.

**Background:**

Each fiscal year, the court is required to reappoint judges pro tem. Justice of the Peace Pro Tempore Ann S. Lund gave up her position as regular JP pro tem when she was appointed the Huachuca City Magistrate. Judge Hoggatt tasked the Hon. Joe Knoblock, presiding JP, to chair a selection committee to screen applications, conduct interviews, and recommend suitable candidates to replace Judge Lund. Judge Hoggatt also interviewed the candidates and concluded that all four are highly qualified and deserve an opportunity to serve as pro tem.

**Department's Next Steps (if approved):**

Appointment of Justice of the Peace Pro Tems by the presiding Judge of Cochise County.

**Impact of NOT Approving/Alternatives:**

Inability to run a pro tem division and no emergency coverage in Justice Courts

**To BOS Staff: Document Disposition/Follow-Up:**

Notify Court Admin of approval of the agenda item

**Regular Board of Supervisors Meeting**

**Meeting Date:** 12/04/2012

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.

---

## Juvenile Probation

## Regular Board of Supervisors Meeting

Meeting Date: 12/04/2012

IGA Amendment for FY2013 Title Funding Juvenile Court Services' Education Programs

Submitted By: Tracey Rocco, Juvenile Probation

Department: Juvenile Probation

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

# of ORIGINALS 4

Submitted for Signature:

NAME of PRESENTER: Delcy G. Scull

TITLE of PRESENTER: Director

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?: A.R.S.8-371  
Education  
Rehabilitation

Docket Number (If applicable):

---

Information

## Agenda Item Text:

Approve the Intergovernmental Agreement Amendment #1 among the Arizona Supreme Court, County School Superintendent and Cochise County Superior Court for title funding to provide education programs to juvenile detainees in the classrooms at Juvenile Detention School effective as of the date of execution of the agreement amendment by all parties through June 30, 2014.

## Background:

Annual federal funding includes but is not limited to "No Child Left Behind" and is awarded by the Arizona Department of Education for distribution by the Arizona Supreme Court-Administrative Office of the Courts (AOC). The IGA is for FY2013 and provides funding to provide education programs to juveniles while detained at the Juvenile Detention Center.

## Department's Next Steps (if approved):

Juvenile Court Services will return the approved IGA to the Arizona Supreme Court-AOC for signature of David K. Byers, Administrative Director. Upon the completed signature by Mr. Byers at Arizona Supreme Court, Juvenile Court Services will return an original document with all signatures completed to the Board of Supervisor's office for the record.

## Impact of NOT Approving/Alternatives:

If not approved, the FY2013 funding totaling \$140,634.92 will not be received.

## To BOS Staff: Document Disposition/Follow-Up:

Prior to meeting on December 4th, Juvenile Court Services will obtain appropriate signatures and deliver the four original signature pages for Chairman Searle's signature. Please do not sign the attached document pages. They are provided for reference and/or review only.

---

Fiscal Impact

Fiscal Year: 2013

One-time Fixed Costs? (\$\$\$): 0

Ongoing Costs? (\$\$\$): 0  
County Match Required? (\$\$\$): 0  
A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 12746  
Source of Funding?: Az Supreme Court-AOC

**Fiscal Impact & Funding Sources (if known):**

Annual funding received from Arizona Supreme Court-Administrative Office of the Courts.

---

**Attachments**

IGA Title Funds Juvenile  
FY2013 Title Fund Budget  
Original IGA FY 2012

Arizona Supreme Court  
Administrative Office of the Courts

**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR  
TITLE I AND OTHER ASSOCIATED FUNDS FOR JUVENILE  
DETENTION EDUCATION SERVICES**

Attorney General Contract #KR11 - 0109  
**Amendment #1**

This amends the above described Intergovernmental Agreement dated March 22, 2012 (“IGA”) by and between the ARIZONA SUPREME COURT, ADMINISTRATIVE OFFICE OF THE COURTS (“AOC”), and Cochise County Board of Supervisors through the County School Superintendent (“Superintendent”) and the Cochise County Superior Court through the Juvenile Court (“Court”).

The parties agree the IGA is amended as follows:

1. **Section 2. Purpose**; The AOC has applied for and received \$1,322,195.97 for fiscal year 2013, on behalf of all Arizona counties. The portion of these funds allocated to Cochise County is \$73,221.00.
2. Exhibits A-1 (Budget Application) and A-2 (Budget Description) are attached hereto and incorporated herein. They amend Exhibits A-1 and A-2 of the underlying IGA.
3. **Section 4. Term and Renewal**; extend the termination date to June 30, 2014.
4. **Section 9(e). Termination of Funding**; extend the termination date to June 30, 2014.

---

SIGNATURE PAGE FOLLOWS

---

IN WITNESS WHEREOF, the parties hereto have executed this IGA Amendment on the date written below.

**AOC:**

\_\_\_\_\_  
By: David K. Byers  
Administrative Director  
Arizona Supreme Court

\_\_\_\_\_  
Date

**Superior Court of Arizona in and for Cochise County:**

\_\_\_\_\_  
By: Honorable Donna M. Beumler  
Presiding Juvenile Court Judge

\_\_\_\_\_  
Date

**Superintendent:**

\_\_\_\_\_  
By: Trudy Berry

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

**Superintendent Counsel:**

Not Applicable

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

\_\_\_\_\_  
Date

**Board of Supervisors:**

\_\_\_\_\_  
By: Richard R. Searle, Chairman

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

**Board of Supervisors Counsel:**

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

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

Exhibit A-1  
FY13 Budget Application

|                                                                 |                    |                    |                    |                              |                             |                             |
|-----------------------------------------------------------------|--------------------|--------------------|--------------------|------------------------------|-----------------------------|-----------------------------|
| Public Educational Agency (PEA)<br><b>Arizona Supreme Court</b> | County<br>COCHISE  | Name               |                    |                              | Phone                       |                             |
| <b>Function Code</b>                                            | <b>Object Code</b> | <b>Title I-D</b>   | <b>Title II-A</b>  | <b>Part B<br/>IDEA Basic</b> | <b>IDEA Secure<br/>Care</b> | <b>Line Item<br/>Totals</b> |
| <b>Current FY13 Allocation</b>                                  |                    | <b>\$12,786.00</b> | <b>\$11,358.00</b> | <b>\$43,532.00</b>           | <b>\$5,545.00</b>           | <b>\$73,221.00</b>          |
| Carryover from FY12 (+)                                         |                    | \$25,681.70        | \$9,594.73         | \$23,592.13                  | \$8,545.36                  | \$67,413.92                 |
| ADE Approved <b>Interest</b> Carryover FY12                     |                    | \$0.00             | \$0.00             | \$0.00                       | \$0.00                      | \$0.00                      |
| <b>*Total Program Budget Allocation FY13 (=)</b>                |                    | <b>\$38,467.70</b> | <b>\$20,952.73</b> | <b>\$67,124.13</b>           | <b>\$14,090.36</b>          | <b>\$140,634.92</b>         |
| <b>Instruction 1000</b>                                         |                    |                    |                    |                              |                             |                             |
| Salaries                                                        | 1000-6100          |                    |                    |                              |                             | \$0.00                      |
| Employee Benefits                                               | 1000-6200          |                    |                    |                              |                             | \$0.00                      |
| Purchased Professional Services                                 | 1000-6300          |                    |                    |                              |                             | \$0.00                      |
| Purchased Property Services                                     | 1000-6400          |                    |                    |                              |                             | \$0.00                      |
| Other Purchased Services                                        | 1000-6500          |                    |                    |                              |                             | \$0.00                      |
| Supplies                                                        | 1000-6600          |                    |                    |                              |                             | \$0.00                      |
| Other Expenses                                                  | 1000-6800          |                    |                    |                              |                             |                             |
| <b>Support Services 2100, 2200, 2600-2900</b>                   |                    |                    |                    |                              |                             |                             |
| Salaries                                                        | 2100-6100          |                    |                    |                              |                             | \$0.00                      |
| Employee Benefits                                               | 2100-6200          |                    |                    |                              |                             | \$0.00                      |
| Purchased Professional Services                                 | 2100-6300          |                    |                    |                              |                             | \$0.00                      |
| Purchased Property Services                                     | 2100-6400          |                    |                    |                              |                             |                             |
| Other Purchased Services                                        | 2100-6500          |                    |                    |                              |                             | \$0.00                      |
| Supplies                                                        | 2100-6600          |                    |                    |                              |                             | \$0.00                      |
| Other Expenses                                                  | 2100-6800          |                    |                    |                              |                             | \$0.00                      |
| <b>Support Services - Admin 2300, 2400, 2500</b>                |                    |                    |                    |                              |                             |                             |
| Salaries                                                        | 2300-6100          |                    |                    |                              |                             | \$0.00                      |
| Employee Benefits                                               | 2300-6200          |                    |                    |                              |                             | \$0.00                      |
| Purchased Professional Services                                 | 2300-6300          |                    |                    |                              |                             |                             |
| Purchased Property Services                                     | 2300-6400          |                    |                    |                              |                             |                             |
| Other Purchased Services                                        | 2300-6500          |                    |                    |                              |                             | \$0.00                      |
| Supplies                                                        | 2300-6600          |                    |                    |                              |                             |                             |
| Other Expenses                                                  | 2300-6800          |                    |                    |                              |                             |                             |
| <b>Capital Outlay</b>                                           | 6700 et al.        |                    |                    |                              |                             | \$0.00                      |
| <b>PROPOSED BUDGET EXPENDITURE TOTAL FY13</b>                   |                    | <b>0.00</b>        | <b>0.00</b>        | <b>0.00</b>                  | <b>0.00</b>                 | <b>\$0.00</b>               |

Director of Juvenile Court Services \_\_\_\_\_ Date \_\_\_\_\_

County School Superintendent \_\_\_\_\_ Date \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT AMONG  
THE ARIZONA SUPREME COURT,  
THE COCHISE COUNTY SCHOOL SUPERINTENDENT AND  
THE COCHISE COUNTY SUPERIOR COURT**

This is an Intergovernmental Agreement, hereinafter referred to as "IGA", among the Arizona Supreme Court through the Administrative Office of the Courts, hereinafter referred to as "AOC", the Cochise County Board of Supervisors, hereinafter referred to as "Board", the Cochise County School Superintendent, hereinafter referred to as "Superintendent", and the Cochise County Superior Court through the Juvenile Court, hereinafter referred to as "Court", subject to the following terms and conditions:

**1. Recitals**

The AOC, on behalf of the Superior Courts for all counties in Arizona and the superintendents of schools for each county, applied for and received \$1,306,718.55 as a sub-grant from the Arizona Department of Education (ADE) pursuant to PL 107-110, No Child Left Behind Act of 2001 (NCLB), 20 USCA Ch. 70, Subch. I, Improving the Academic Achievement of the Disadvantaged, 20 USCA Ch. 70, Subch. I, § 6301 et. seq. and 34 CFR 76, as applicable. The specific sections of 20 USCA Ch. 70, Subch. I include Part D- Prevention and Intervention Programs for Children and Youth Who are Neglected, Delinquent or At-Risk (20 USCA Ch. 70, Subch. I, Part D, § 6421 et. seq.). Additional sources of funding include: 20 USCA Ch. 70, Subch. II, Part A (Teacher and Principal Training and Recruiting Fund); Part B IDEA Basic; P.L. 108-446, 20 USCA, Sections 1400-1409, 1411-1419, 1431-1444, 1450-1455, 1461-1466, 1470-1475 and 1481-1482, Special Education Secure Care Grant, and other associated funds.

**2. Purpose**

The purpose of the IGA is to define the responsibilities of the parties in the development of education programs and the use of funds in the amount of \$ 84,475 which represents a portion of the funds sub-granted to the AOC and is set forth in the attached Exhibits A-1 and A-2.

**3. Authority**

The AOC and the Court have the authority to enter into this IGA pursuant to Article VI, section 3, of the Arizona Constitution, A.R.S. §§ 11-952, 8-371 (as applicable), and § 15-913. The Superintendent has the authority to enter into this IGA pursuant to A.R.S. §§ 15-302, 15-308 (as applicable), 15-913, 15-342, (as applicable), and § 11-952. The Board has the authority to enter into this IGA pursuant to § 11-952.

**4. Term and Renewal**

This IGA shall become effective on the date of final signature, and shall terminate on September 30, 2013.

**5. Duties of the AOC**

The AOC shall:

- a. Provide technical assistance regarding Title I and associated other funds, including its purpose, appropriate use of funds, reporting requirements and the development of appropriate Title I and associated fund programs
- b. Provide Cochise County \$84,475 to the Superintendent to be spent as outlined in Exhibit A-1 and A-2.
- c. Provide administrative support services for the application, budget and reporting to the Arizona Department of Education for the sub-grant which was obtained on behalf of the parties.
- d. Provide administrative support for the preparation of the application to the Department of Education for a new sub-grant for funds to be applied for on behalf of the parties for fiscal years 2011/2012 and 2012/2013, respectively.
- e. Provide training, education and support for detention educators regarding appropriate education remediation.
- f. Review contracts with third parties relating to this IGA and school operations, as necessary to carry out obligations as the fiscal pass-through agent. Maintain documentation of contracts at the AOC and the Superintendent's office.
- g. Make financial distributions as approved by the Arizona Department of Education (ADE) to the Superintendent within 10 business days after all of the following conditions have been met:
  - 1. receipt of funds from the ADE,
  - 2. a current original executed IGA or Amendment,

**6. Duties of the Court**

The Court shall:

- a. Pursuant to A.R.S. § 15-913, the Court shall work in cooperation with the Superintendent and shall agree on the method of delivery of the juvenile detention center education program. Pursuant to the court's statutory obligation to agree on the method of delivery of juvenile detention education programs, the Court shall:
  - 1. Work in cooperation with the Superintendent to develop and deliver programs which are in accordance with the Arizona Consolidated State Application which received approval

by the United States Department of Education (USDOE) on June 10, 2003, the State Plan (20 USCA Ch. 70, Subch. I, § 6311) and the Title Funds Budget Application, attached as Exhibit A-1.

2. Comply with any applicable requirements of No Child Left Behind Act of 2001 (NCLB) P L 107-110, 20 USCA Ch. 70, Subch. I, § 6301 et. seq.; 20 USCA Ch. 70, Subch. I, Part D, § 6421 et. seq. and applicable CFRs, Titles II-A; Part B IDEA Basic, Special Education Secure Care Grant, and other associated funds.
- b. Carry out the duties of the court in a manner that assists and supports the Superintendent's duties as enumerated in section 7 of this IGA.
- c. Work in cooperation with the superintendent to provide a minimum of 225 total instructional days in the juvenile detention center.
- d. Provide program reports, as requested, and maintain adequate documentation for purposes of fiscal audit, monitoring and program evaluation.
- e. Should the Court and Superintendent agree that the Court rather than the Superintendent perform these duties; a written agreement shall record such intent and operations. Such an agreement shall be presented by the Court to the AOC for review and approval as the pass-through fiscal agent for funds associated with this IGA, prior to the execution of the IGA.

## **7. Duties of the Superintendent**

The Superintendent shall:

- a. Pursuant to A.R.S. § 15-913, the Superintendent shall work in cooperation with the Court and shall agree on the method of delivery of the juvenile detention center education program. Pursuant to the superintendent's statutory obligation to agree on the method of delivery of juvenile detention education programs, the Superintendent shall:
  1. Work in cooperation with the Court to develop and deliver programs which are in accordance with the Arizona Consolidated State Application which received approval by the USDOE on June 10, 2003, the State Plan (20 USCA Ch. 70, Subch. I, § 6311) and the Title Funds Budget Application, attached as Exhibit A-1.
  2. Comply with any applicable requirements of No Child Left Behind Act of 2001 (NCLB) P L 107-110, 20 USCA Ch. 70, Subch. I, § 6301 et. seq.; 20 USCA Ch. 70, Subch. I, Part D, § 6421 et. seq. and applicable CFRs, Titles II-A; Part B IDEA Basic, Special Education Secure Care Grant, and other associated funds.
- b. Work with the Court and the AOC in the preparation of the application for NCLB and associated funds for fiscal years 2011/2012 and 2012/2013, respectively.
- c. Work with the Court to implement eligible program activities and maintain adequate documentation to fulfill all statutory program requirements.

- d. Implement appropriate supplemental instructional activities in keeping with the intent and purpose of Title I (as described in PL 107-110 “No Child Left Behind Act of 2001” as amended and CFR) and shall provide program reports as requested to the AOC and the Court.
- e. Spend Title I funds for salaries which reflect at least 12%, but no more than 35%, in benefits.
- f. Follow requirements of the Uniform System of Financial Records (USFR), described in A.R.S. § 15-271, and published in a manual by the Arizona Department of Education and the Auditor General.
- g. Work in cooperation with the Court to ensure that the total instructional days in juvenile detention centers shall have a minimum threshold of 225 days.
- h. Maintain a comprehensive inventory of all capital equipment purchased and file an annual financial report with the AOC using the forms supplied by the AOC, which include the "Capital Outlay" worksheet.
- i. Maintain and provide to the AOC upon request job descriptions, certification information, annual teacher assessments, salary schedules, and documented performance initiatives, if applicable.
- j. Ensure that the funds are not used to supplant already existing funds that would, in the absence of Title I and all related funds, be available from non-federal sources for the education of these juveniles.
- k. Work with the Court to provide services to students in secure care settings that:
  - 1. provide for an academic assessment and survey of educational status while in the detention education program,
  - 2. attempt to coordinate the program with each pupil’s school district of residence to assist the pupil’s transition back to the school district at the appropriate time pursuant to A.R.S. § 15-913 this includes assisting pupils to re-enter or re-enroll into a public school after leaving the detention education program,
  - 3. ensure students successfully complete assigned work while in the detention facility,
  - 4. ensure transfer credits for work completed while in the detention facility,
  - 5. assist students to transition to public and/or alternative education placements, including assisting the pupil’s transition back to the school district at the appropriate time pursuant to A.R.S. § 15-913.
- l. Complete an annual program evaluation report on forms supplied by the AOC and submit to the AOC by August 31<sup>st</sup> of each fiscal year, and include it in the final report required in paragraph 9.

- m. Document the results of an assessment of basic academic skills for each student and summarize the results, and include it in the final reports required in paragraph 9.
- n. Ensure that funds are spent in accordance with all state and federal Title I and associated funds rules and regulations.
- o. Ensure that funds are spent in accordance with Exhibit A-1 and A-2.
- p. Ensure that funds are spent and programs are developed which are in accordance with the Arizona Consolidated State Application approved by the USDOE on June 10, 2003.
- q. Provide program reports, as requested, and maintain adequate documentation for purposes of fiscal audit, monitoring and program evaluation and shall adhere, in particular, to assurances given pursuant to Title II-A.
- r. Retain contracts with third parties relating to this IGA and school operations. Documentation of contracts shall be maintained at the Superintendent's office and will be provided as requested. Adequate documentation will be maintained for audit and monitoring purposes.
- s. Should the Superintendent and the Court agree that the Court rather than the Superintendent perform these duties; a written agreement shall record such intent and operations. Such an agreement shall be presented by the Court to the AOC for review and approval as the pass-through fiscal agent for funds associated with this IGA, prior to the execution of the IGA.

## 8. Fund Accounting

Funds distributed to the Superintendent shall be deposited in a Special Reserve Fund *and each program must be accounted for separately*. Any interest earned on these monies while in the possession of the Superintendent shall accrue to *each separate program account* and must be reverted to the AOC when the Fiscal Closing Report is submitted in accordance with Exhibit A and the terms of this IGA.

## 9. Expenditures

- a. **Reporting Requirements.** A closing report is required. The Superintendent shall submit a final report no later than August 31<sup>st</sup> of each fiscal year. The final report shall include a closing financial statement, a final report outlining program achievements (progress toward goals identified) and a check/warrant for any unexpended funds and interest as requested.
- b. **Unexpended Funds.** The Superintendent may carry over no more than 15% for Title I funds unencumbered and unexpended as of June 30<sup>th</sup> of each fiscal year, upon request of AOC, and if approved by the ADE. However, if the AOC determines that the funds have been misspent or that the Superintendent shall not be approved to receive funds for the next fiscal cycle, or the AOC shall not receive funds from the ADE for the next fiscal cycle, all unexpended funds and interest shall be returned within 30 days of written notification. A closing financial statement shall be signed

by the Superintendent and Director of Juvenile Court Services. Unexpended funds shall be handled pursuant to federal and state requirements.

- c. **Inappropriate Expenditures.** The Superintendent shall expend funds only for the purposes and uses specified in the budgets which were approved by the AOC. The Superintendent agrees to reimburse the AOC for any unauthorized or inappropriate expenditures which are not in compliance with this IGA. Funds may be used to pay county or city administrative costs for legitimate services associated with receipt of these funds to not exceed a combination of 8%, if approved in the budget, attached as Exhibit A-1. All equipment purchased with these funds shall be used solely for purposes identified in this IGA unless written permission is received from the AOC to utilize such equipment for other specified purposes, as appropriate within the guidelines and intent of the funds as defined in this agreement.
- d. **Budget Modifications.** The Superintendent shall not shift funds from, to, or within budgeted categories of the approved budgets by more than 10% without prior written authorization from the AOC. All budget modifications shall be in accordance with federal and state budget policies.
- e. **Termination of Funding.** In the event that this IGA is terminated prior to September 30, 2013 all unexpended funds in the possession of the Superintendent shall be returned to the AOC within 30 days of such termination, along with, but not limited to: (1) a closing financial statement; (2) a final report outlining the program achievements and progress toward identified goals; and (3) an inventory, including serial numbers, of all equipment purchased with these funds. If termination is due to failure of the Superintendent to comply with the approved plan or the terms of this IGA, the AOC may require return of equipment and supplies purchased with these funds.

## 10. **Books and Records**

- a. **Financial Records and Examination.** The Superintendent shall maintain and shall require its subcontractors to maintain acceptable accounting systems, records, and documents to properly reflect all funds expended in the performance of this IGA. All books, records and other documents relevant to this IGA shall be retained by the Superintendent and subcontractors for a period of 5 years after the final payment has been made, or until after the resolution of any audit questions or contract disputes, whichever is longer. AOC, state, or federal auditors, as applicable, and any other persons duly authorized by the AOC shall have full access to, and the right to examine, audit, copy and make use of any and all said materials. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such audits or examinations.
- b. **Program Records and Evaluation.** The AOC shall monitor and evaluate compliance with this IGA. The Superintendent and Court agree to maintain and provide to the AOC such data and statistics as may be required by the AOC for purposes of evaluation. The Superintendent and Court further agree that authorized agents of the AOC shall have the right to conduct on-site visits for purposes of compliance monitoring and program evaluation. All subcontracts shall include a

provision acknowledging the authority of the AOC to conduct such inspections and evaluations.

**11. Inventory**

The Superintendent shall retain ownership of equipment purchased with funds received pursuant to and in compliance with this IGA, and shall maintain written inventory and property control policies and procedures in accordance with applicable federal requirements and requirements of USFR.

**12. Use, Loss and Disposition of Equipment**

Equipment must be used as required by this IGA for five years, unless written permission is given by the AOC. After this time, the equipment may be transferred upon agreement between the presiding judge and the Superintendent. The Superintendent is responsible for any maintenance, loss or damage to the equipment. Equipment which is no longer needed or usable shall be surplus as required by local surplus property procedures and may be utilized as long as the procedures are consistent with federal and state requirements.

Property purchased from funds disbursed pursuant to this IGA shall belong to the Superintendent upon the termination or cancellation of the IGA or upon its expiration without further renewal, but shall remain at the detention center as long as the property is being used in a manner similar and consistent with its original intent.

**13. Confidentiality**

- a. There shall be no disclosure of personally identifiable information from any student's education records except in compliance with A.R.S. § 15-141, the Family Educational Rights and Privacy Act (FERPA) and regulations adopted pursuant to that Act, the Individuals with Disabilities Education Act (IDEA) and regulations adopted thereunder, and applicable school board policies.
- b. The parties shall establish and maintain procedures and controls that are acceptable to the AOC for the purpose of assuring that no information contained in court records or obtained for the Court shall be disclosed by anyone except as is necessary in the performance of the duties as described herein. No information pertaining to juveniles shall be divulged, other than as required in the performance of the duties as described herein.
- c. The provision and use of all information covered by the terms of this Agreement shall be in strict compliance with federal and state statutes, court rules and regulations concerning confidentiality, in particular, Rule 19, Rules of Procedure Juvenile Court, and Rule 123, Rules of the Supreme Court. The parties shall establish and maintain procedures and controls that are acceptable to the Court for the purpose of assuring that no information contained in its records or obtained from the Court or from others in carrying out its functions under the IGA shall be used or disclosed by it, its agents, officers, or employees, except as is necessary in the performance of duties under this IGA. Persons requesting such information shall be referred to the Court. The parties also agree that any information pertaining to probationers or juveniles shall not be divulged, other than to employees or officers of

Contractor as required of the performance of duties under the Contract, except upon the prior, written consent of the Court.

**14. Modification and Termination**

- a. This IGA may be terminated for any reason by any party upon thirty (30) days written notice to all parties. Notice of termination must be in writing and delivered personally to the designated representative or sent by certified mail.
- b. Any modification to this IGA must be done in writing and executed by all parties, including transfer of funds to another county.

**15. Indemnity**

Each party agrees to be responsible for the conduct of its operations and performance of contract obligations and for any accidents or injuries to persons or property arising out of acts or omissions by its officers, agents or employees acting in the course or scope of their employment while performing duties undertaken pursuant to this IGA.

**16. Rights and Duties of Party Only**

The provisions of this IGA govern the duties and responsibilities of the parties to the IGA and are not intended to confer any right, entitlement, privilege or benefit on any third party.

**17. Entire IGA**

This IGA contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this IGA shall be made only in writing and signed by the parties to this IGA.

**18. Incorporation by Reference and Invalidity of Part of the IGA**

The parties agree that should any part of this IGA be held to be invalid or void, the remainder of the IGA shall remain in full force and effect. This IGA shall be deemed to have incorporated by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order and shall be construed accordingly.

**19. Compliance with Non-Discrimination Laws**

All parties shall comply with applicable provisions of Title VII of the Civil Rights Act of 1964, as amended by the Age Discrimination in Employment Act, and State Executive Order No. 2009-9 which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliations, shall have equal access to employment opportunities. The parties shall also comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement of qualified persons because of physical or mental disability, and the Americans with Disabilities Act.

**20. Conflict of Interest**

The parties acknowledge that this IGA is subject to cancellation provisions pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein and made a part thereof.

**21. Legal Authority**

Neither party warrants to the other its legal authority to enter into this Agreement. If a court, at the request of a third person, should declare that either party lacks authority to enter in this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.

**22. Worker's Compensation**

Each party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

**23. No Joint Venture**

It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between the employees of one Party to another Party. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

**24. No Third Party Beneficiaries**

Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

**25. Availability of Funds**

Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which 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 or for any damages as a result of termination under this paragraph.

**26. Compliance with the Arizona Legal Workers Act, A.R.S. § 41-4401.**

- a. Each party warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214(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.”). If this compliance requirement disqualifies any of the parties’ key personnel or individuals working at the direction of any of the parties and no acceptable alternative is provided the Court may terminate this contract.
- b. A breach of a warranty regarding compliance under subparagraph A shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- c. The Court retains the legal right to audit and inspect the papers of any of the parties’ employees or subcontractor’s employees who work on the contract to ensure that the parties’ personnel and any person working at the direction of any party is complying with the warranty under subparagraph A.

**27. Scrutinized Business Operations.**

Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, the parties certify that they do 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 A.R.S. § 35-391 or and 35-393, as applicable. If the Court determines that any of the parties submitted a false certification, the Court may impose remedies as provided by law including cancellation or termination of this Agreement.

**28. Audits.**

Pursuant to A.R.S. §§ 35-214 and 35-215, the parties shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request of either party, the other party shall produce the original of any or all such records at the offices of the requesting party.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**29. Notice**

All notices, requests for payment, or other correspondence between the parties regarding this IGA shall be mailed or delivered personally to the respective parties to the following addresses:

**AOC:**

Teasie Colla  
Arizona Supreme Court  
Juvenile Justice Services Division  
1501 West Washington, Suite 337  
Phoenix, AZ 85007

**COURT:**

Delcy Scull  
Director of Juvenile Court Services  
Cochise County Juvenile Court  
PO Box 4219  
Bisbee, Arizona 85603

**SUPERINTENDENT:**

Trudy Berry  
Cochise County Superintendent of Schools  
100 Clawson Avenue  
Bisbee, Arizona 85603

---

SIGNATURE PAGE FOLLOWS

---

**IN WITNESS WHEREOF**, the parties hereto have executed this Intergovernmental Agreement on the date written below.

**AOC:**

\_\_\_\_\_  
By: David K. Byers  
Administrative Director  
Arizona Supreme Court

\_\_\_\_\_  
Date

**Superior Court of Arizona in and for Cochise County:**

\_\_\_\_\_  
By: Honorable Donna M. Beumler  
Presiding Juvenile Court Judge

\_\_\_\_\_  
Date

**Superintendent:**

**DO NOT SIGN THIS COPY**

\_\_\_\_\_  
By: Trudy Berry, Cochise County School

\_\_\_\_\_  
Date

**Board of Supervisors:**

**DO NOT SIGN THIS COPY**

\_\_\_\_\_  
By: Chairman, Richard Searle

\_\_\_\_\_  
Date

**Superintendent's Counsel:**

Not Applicable

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

\_\_\_\_\_  
Date

**Board of Supervisors Counsel:**

**DO NOT SIGN THIS COPY**

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

\_\_\_\_\_  
Date

**Regular Board of Supervisors Meeting****Workforce Development****Meeting Date:** 12/04/2012

WIB\_Amendment #10 to Title IB Adult, Youth, and Dislocated Worker contract DE111004001

**Submitted By:** Kim Lemons, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation**Recommendation:****Document Signatures:****# of ORIGINALS****Submitted for Signature:****NAME** na  
**of PRESENTER:****TITLE** na  
**of PRESENTER:****Mandated Function?:****Source of Mandate  
or Basis for Support?:****Information****Agenda Item Text:**

Approve Amendment #10 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.

**Background:**

Programs through the Department of Labor contracts and funds come from the DOL to the State. Cochise County Workforce Development, Inc. (CCWD) works with Adult, Youth, Dislocated Worker and Rapid Response training programs in Cochise County. CCWD is reimbursed for their allowable expense through DOL and the State. This Intergovernmental Agreement is for the term of April 1, 2010 to August 31, 2015.

The contract reimbursement maximum for all services provided during the term of the contract and/or for the term specified above shall be \$3,831,987. Cochise County acts as a pass through; there is no fiscal impact to Cochise County.

**Department's Next Steps (if approved):**

Review and sign the four copies of the Intergovernmental Agreement so that once expenses have been submitted to the State for reimbursement, the State WIA funds (only up to the contract limit) can be wired to Cochise County and passed to Cochise County Workforce Development Inc. in order to cover expenses.

**Impact of NOT Approving/Alternatives:**

Funds would not be available for the program.

**To BOS Staff: Document Disposition/Follow-Up:**

The documents should be mailed to: Cochise County Workforce Development Inc., 900 Carmelita Drive, Sierra Vista, AZ 85635, Attn: Michelle Huff.

**Attachments**Attachment HAmendment 10

ation by Program and Fiscal Year

DUNS  
20126041

COCHISE COUNTY  
DE111004-001

| PY/FY | Year | Program    | Amount        | Start Date | End Date  | Final Report Submission Deadline |
|-------|------|------------|---------------|------------|-----------|----------------------------------|
| PY    | 2010 | AD ADMIN   | \$ 4,827.00   | 4/1/2010   | 6/30/2012 | 8/15/2012                        |
| PY    | 2010 | YT ADMIN   | \$ 26,890.00  | 4/1/2010   | 6/30/2012 | 8/15/2012                        |
| PY    | 2010 | DW ADMIN   | \$ 7,598.00   | 4/1/2010   | 6/30/2012 | 8/15/2012                        |
| FY    | 2011 | AD ADMIN   | \$ 22,978.00  | 10/1/2010  | 6/30/2012 | 8/15/2012                        |
| FY    | 2011 | DW ADMIN   | \$ 20,182.00  | 10/1/2010  | 6/30/2012 | 8/15/2012                        |
| PY    | 2010 | YOUTH      | \$ 242,248.00 | 4/1/2010   | 6/30/2012 | 8/15/2012                        |
| PY    | 2010 | ADULT      | \$ 43,778.00  | 7/1/2010   | 6/30/2012 | 8/15/2012                        |
| FY    | 2011 | ADULT      | \$ 208,564.00 | 10/1/2010  | 6/30/2012 | 8/15/2012                        |
| PY    | 2010 | DW         | \$ 68,409.00  | 7/1/2010   | 6/30/2012 | 8/15/2012                        |
| FY    | 2011 | DW         | \$ 132,269.00 | 10/1/2010  | 6/30/2012 | 8/15/2012                        |
| FY    | 2011 | DW to AD   | \$ 54,490.00  | 10/1/2010  | 6/30/2012 | 8/15/2012                        |
| PY    | 2010 | RR         | \$ 10,029.00  | 7/1/2010   | 6/30/2012 | 8/15/2012                        |
| FY    | 2011 | RR         | \$ 26,640.00  | 10/1/2010  | 6/30/2012 | 8/15/2012                        |
| PY    | 2010 | SAS-HCEY   | \$ 7,838.00   | 7/1/2010   | 6/30/2013 | 8/15/2013                        |
| PY    | 2010 | SAS-INCEN  | \$ 46,211.00  | 7/1/2010   | 6/30/2013 | 8/15/2013                        |
| PY    | 2010 | SAS-SYS-YT | \$ 100,000.00 | 7/1/2010   | 3/31/2013 | 8/15/2013                        |
| PY    | 2010 | SAS-SYS-T5 | \$ 300,000.00 | 7/1/2010   | 3/31/2013 | 8/15/2013                        |
|       |      |            |               |            |           |                                  |
| PY    | 2011 | AD ADMIN   | \$ 3,068.00   | 7/1/2011   | 6/30/2013 | 8/15/2013                        |
| PY    | 2011 | YT ADMIN   | \$ 31,244.00  | 4/1/2011   | 6/30/2013 | 8/15/2013                        |
| PY    | 2011 | DW ADMIN   | \$ 6,522.00   | 7/1/2011   | 6/30/2013 | 8/15/2013                        |
| FY    | 2012 | AD ADMIN   | \$ 29,426.00  | 10/1/2011  | 6/30/2013 | 8/15/2013                        |
| FY    | 2012 | DW ADMIN   | \$ 24,708.00  | 10/1/2011  | 6/30/2013 | 8/15/2013                        |
| PY    | 2011 | YOUTH      | \$ 281,221.00 | 4/1/2011   | 6/30/2013 | 8/15/2013                        |
| PY    | 2011 | ADULT      | \$ 27,616.00  | 7/1/2011   | 6/30/2013 | 8/15/2013                        |
| FY    | 2012 | ADULT      | \$ 264,840.00 | 10/1/2011  | 6/30/2013 | 8/15/2013                        |
| PY    | 2011 | DW         | \$ 58,697.00  | 7/1/2011   | 6/30/2013 | 8/15/2013                        |
| FY    | 2012 | DW         | \$ 186,446.00 | 10/1/2011  | 6/30/2013 | 8/15/2013                        |
| FY    | 2012 | DW         | \$ 36,000.00  | 10/1/2011  | 6/30/2013 | 8/15/2013                        |
| PY    | 2011 | RR         | \$ 6,101.00   | 7/1/2011   | 6/30/2013 | 8/15/2013                        |
| FY    | 2012 | RR         | \$ 25,840.00  | 10/1/2011  | 6/30/2013 | 8/15/2013                        |
| PY    | 2011 | TITLE V    | \$ 104,940.00 | *1         | *2        | *3                               |
| PY    | 2011 | TITLE V    | \$ 100,000.00 |            |           |                                  |
|       |      |            |               |            |           |                                  |

Revised 3/27/2012

|    |      |          |               |           |           |           |
|----|------|----------|---------------|-----------|-----------|-----------|
| PY | 2012 | AD ADMIN | \$ 3,344.00   | 7/1/2012  | 6/30/2014 | 8/15/2014 |
| PY | 2012 | YT ADMIN | \$ 43,094.00  | 4/1/2012  | 6/30/2014 | 8/15/2014 |
| PY | 2012 | DW ADMIN | \$ 6,120.00   | 7/1/2012  | 6/30/2014 | 8/15/2014 |
| FY | 2013 | AD ADMIN | \$ 40,482.00  | 10/1/2012 | 6/30/2014 | 8/15/2014 |
| FY | 2013 | DW ADMIN | \$ 35,532.00  | 10/1/2012 | 6/30/2014 | 8/15/2014 |
| PY | 2012 | YOUTH    | \$ 387,858.00 | 4/1/2012  | 6/30/2014 | 8/15/2014 |
| PY | 2012 | ADULT    | \$ 30,097.00  | 7/1/2012  | 6/30/2014 | 8/15/2014 |
| FY | 2013 | ADULT    | \$ 364,352.00 | 10/1/2012 | 6/30/2014 | 8/15/2014 |
| PY | 2012 | DW       | \$ 55,082.00  | 7/1/2012  | 6/30/2014 | 8/15/2014 |
| FY | 2013 | DW       | \$ 319,793.00 | 10/1/2012 | 6/30/2014 | 8/15/2014 |
| PY | 2012 | RR       | \$ 6,481.00   | 7/1/2012  | 6/30/2014 | 8/15/2014 |
| FY | 2013 | RR       | \$ 37,622.00  | 10/1/2012 | 6/30/2014 | 8/15/2014 |
|    |      |          |               |           |           |           |

Revised 11/15/2012

\*1 - Date of last signature on Amendment 8

\*2 - 12 months after date of last signature on Amendment 8

\*3 - 12 months and 45 days after date of last signature on Amendment 8

Funding provided through U.S. Department of Labor

Grant #'s AA-20181-10-55-A-4, AA-21382-11-55-A-4,

CFDA#17.258 Adult

CFDA#17.259 Youth

CFDA#17.278 Dislocated Worker

**Intergovernmental Agreement  
CONTRACT AMENDMENT**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| <b>1. CONTRACTOR (Name and address)</b><br><br>Cochise County Board of Supervisors<br>1415 W. Melody Lane<br>Bisbee, AZ                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>2. CONTRACT ID NUMBER</b><br><br>DE111004001                            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>3. AMENDMENT NUMBER</b><br><br>10                                       |
| <p><b>THE PARTIES AGREE TO THE FOLLOWING AMENDMENT</b></p> <p>Pursuant to Section 6.0 Manner of Financing, Paragraph 6.2 the following allocation of funds by Program and Fiscal Year are added:</p> <p>PY 2010 ADULT funds are added in amount \$336.00<br/>FY 2011 ADULT funds are added in amount \$1,763.00<br/>PY 2010 DW funds are added in amount \$30.00<br/>FY 2011 DW funds are added in amount \$5,124.00<br/>PY 2010 Youth funds are added in amount \$237.00</p> <p>The total (\$7,490) of these funds must be expended by 3/31/2013<br/>The final expenditure report for these funds must be submitted to DES by 4/30/2013</p> <p>The reimbursement ceiling is increased from \$3,831,987.00 to \$3,839,477.00</p> <p>Attachment H, Allocation by Program and Fiscal Year, revised 11/15/2012 is attached to this Amendment and reflects all current totals by Program and Fiscal Year..</p> |                                                                            |
| <p><b>5. In accordance with A.R.S. § 35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran.</b></p> <p><b>In accordance with A.R.S. § 35-391.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                            |
| <p><b>6. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                            |
| <b>7. ARIZONA DEPARTMENT OF ECONOMIC SECURITY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>8. NAME OF CONTRACTOR</b><br><b>Cochise County Board of Supervisors</b> |
| SIGNATURE OF AUTHORIZED INDIVIDUAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | SIGNATURE OF AUTHORIZED INDIVIDUAL                                         |
| TYPED NAME<br><b>Elizabeth G. Csaki, CPPB</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | TYPED NAME<br><b>Richard R. Searle</b>                                     |
| TITLE<br><b>Procurement Manager</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | TITLE<br><b>Chairman</b>                                                   |
| DATE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | DATE                                                                       |
| <p>IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                            |

ARIZONA ATTORNEY GENERAL'S OFFICE

By: \_\_\_\_\_  
Assistant Attorney General

By: \_\_\_\_\_  
Public Agency Legal Counsel

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

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

**Regular Board of Supervisors Meeting**

**Meeting Date:** 12/04/2012

Interim Permit & Person Transfer Liquor License for Cattlerest

**Submitted By:** Arlethe Rios, Board of Supervisors

**Department:** Board of Supervisors

**Presentation:** No A/V Presentation

**Document Signatures:**

**NAME** Katie Howard  
**of PRESENTER:**

**Recommendation:**

**# of ORIGINALS**

**Submitted for Signature:**

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

**Mandated Function?:**

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

---

**Information**

**Agenda Item Text:**

Approve a person transfer liquor license application for a series #6 (bar) liquor license submitted by Mr. John L. Permenter for Cattlerest located at 933 S. Haskell Avenue, Willcox, 85643.

**Background:**

Mr. John L. Pernemterhas applied for a series #6 (bar) liquor license for Cattlerest located 933 S. Haskell Avenue in Willcox, 85643. The Sheriff's Office and the Planning and Zoning Department have recommended approval of the application. There have not been any oppositions.

The Environmental Health Division said that they have no objections to issuing a liquor license to Mr. Daniel A. Wood. The Treasurer's Office noted that all property taxes for the location are current.

Mr. Daniel A. Wood 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

Notice of Posting

Completed Review Forms

Affidavit of Posting

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

**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): 06020076

1. Type of License(s): 06

2. Total fees attached:

\$ 222.00  
Department Use Only

**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. PERMENTER JOHN LESLEY  
(Insert one name ONLY to appear on license) Last First Middle  
2. Corp./Partnership/L.L.C.: P BAR C CATTLEREST, LLC B1049136  
(Exactly as it appears on Articles of Inc. or Articles of Org.)  
3. Business Name: CATTLEREST B1001408  
(Exactly as it appears on the exterior of premises)  
4. Principal Street Location 933 S HASKELL AVE. WILLCOX COCHISE 85643  
(Do not use PO Box Number) City County Zip  
5. Business Phone: 602-717-9215 PENDING Daytime Contact: 602 717-9215  
6. Is the business located within the incorporated limits of the above city or town? ☐ YES ☒ NO  
7. Mailing Address: 933 S HASKELL AVE WILLCOX AZ 85643  
City State Zip  
8. Price paid for license only bar, beer and wine, or liquor store: Type 06 \$50,000.00 Type \$

**DEPARTMENT USE ONLY**

Fees: 100.00 100.00 22.00  
Application Interim Permit Agent Change Club Finger Prints \$ 222.00  
TOTAL OF ALL FEES

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

Accepted by: EV Date: 10.30.12

Lic. # 06020076

## 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. 06020076
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, Susan Kay Higgins, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

Susan K. Higgins  
(Signature)

State of Az County of Cochise

The foregoing instrument was acknowledged before me this

My commission expires on: Aug 18, 2013



JANIE PLACENCIA  
NOTARY PUBLIC - ARIZONA  
COCHISE COUNTY  
My Commission Expires  
August 18, 2013

Day of Oct Month 2012 Year

(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 |
|--------------------------|--------------------------|-------|--------|---------|-----------------|----------------|
| <input type="checkbox"/> | <input type="checkbox"/> |       |        |         |                 |                |
| <input type="checkbox"/> | <input type="checkbox"/> |       |        |         |                 |                |
| <input type="checkbox"/> | <input type="checkbox"/> |       |        |         |                 |                |
| <input type="checkbox"/> | <input type="checkbox"/> |       |        |         |                 |                |

) 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# |
|------|-------|--------|-----------------|------------------|------------|
|      |       |        |                 |                  |            |
|      |       |        |                 |                  |            |

12 OCT 20 1991 LC #11109

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES  
AND CONTROL  
ALCOHOLIC BEVERAGE LICENSE

License 06020076

Issue Date: 3/16/2007

Expiration Date: 6/30/2013

Issued To:

SUSAN KAY HIGGINS, Owner

Bar

Mailing Address:

SUSAN KAY HIGGINS  
CATTLEREST BAR  
933 SOUTH HASKELL AVE  
WILLCOX, AZ 85643

Location:

CATTLEREST BAR  
1 MI W OF HWY 86  
WILLCOX, AZ 85643



EXP 06/30/2013

POST THIS LICENSE IN A CONSPICUOUS PLACE

**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.: P BAR C CATTLE REST, LLC

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

2. Date Incorporated/Organized: 10-19-12 State where Incorporated/Organized: AZ

3. AZ Corporation Commission File No.: L17944078 Date authorized to do business in AZ: 10-19-12

4. AZ L.L.C. File No: L17944078 Date authorized to do business in AZ: 10-19-12

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    |
|-----------|-------|--------|-----------------|---------------------|-------------------|
| PERMENTER | JOHN  | LESLEY | OWNER<br>MEMBER | 4207 S PERMENTER RD | WILLCOX, AZ 85643 |
|           |       |        |                 |                     |                   |
|           |       |        |                 |                     |                   |
|           |       |        |                 |                     |                   |

(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    |
|-----------|-------|--------|---------|----------------------|-------------------|
| PERMENTER | JOHN  | LESLEY | 100     | 4207 S. PERMENTER RD | WILLCOX, AZ 85643 |
|           |       |        |         |                      |                   |
|           |       |        |         |                      |                   |
|           |       |        |         |                      |                   |

(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 |
|------|-------|--------|-------|-----------------|----------------|
|      |       |        |       |                 |                |
|      |       |        |       |                 |                |
|      |       |        |       |                 |                |
|      |       |        |       |                 |                |

**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: Higgins Susan Kay Entity: Individual  
(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: CattleRest Bar  
(Exactly as it appears on license)
4. Physical Street Location of Business: Street 933 South Haskell Ave  
City, State, Zip Willcox AZ 85643
5. License Type: 06 License Number: 06020076
6. If more than one license to be transferred: License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
7. Current Mailing Address: Street 933 South Haskell Ave.  
(Other than business) City, State, Zip Willcox AZ 85643
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, Susan Kay Higgins, hereby authorize the department to process this application to transfer the 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, Susan Kay Higgins, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

*Susan K. Higgins*  
(Signature of CURRENT LICENSEE)

State of AZ County of Cochise  
The foregoing instrument was acknowledged before me this

My commission expires on: Aug 18, 2013



JANIE PLACENCIA  
NOTARY PUBLIC - ARIZONA  
COCHISE COUNTY  
My Commission Expires  
4 August 18, 2013

(Signature of NOTARY PUBLIC)

**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: 11,088 ft. Name of school WILLCOX ELEMENTARY  
Address 501 W DELOS WILLCOX, AZ, 85643  
City, State, Zip
2. Distance to nearest church: 6,336 ft. Name of church SEVENTH-DAY ADVENTIST  
Address 1000 CHURCH RD 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? \$ 0  
Please list lenders you owe money to.

| Last | First | Middle | Amount Owed | Mailing Address | City | State | Zip |
|------|-------|--------|-------------|-----------------|------|-------|-----|
|      |       |        |             |                 |      |       |     |
|      |       |        |             |                 |      |       |     |
|      |       |        |             |                 |      |       |     |
|      |       |        |             |                 |      |       |     |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? BAR

### 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 # 06020076 (exactly as it appears on license) Name ~~CATTLE REST BAR~~ SUSAN KAY HIGGINS

### 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:  
\_\_\_\_\_  
Last First Middle and license #: \_\_\_\_\_
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](http://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.

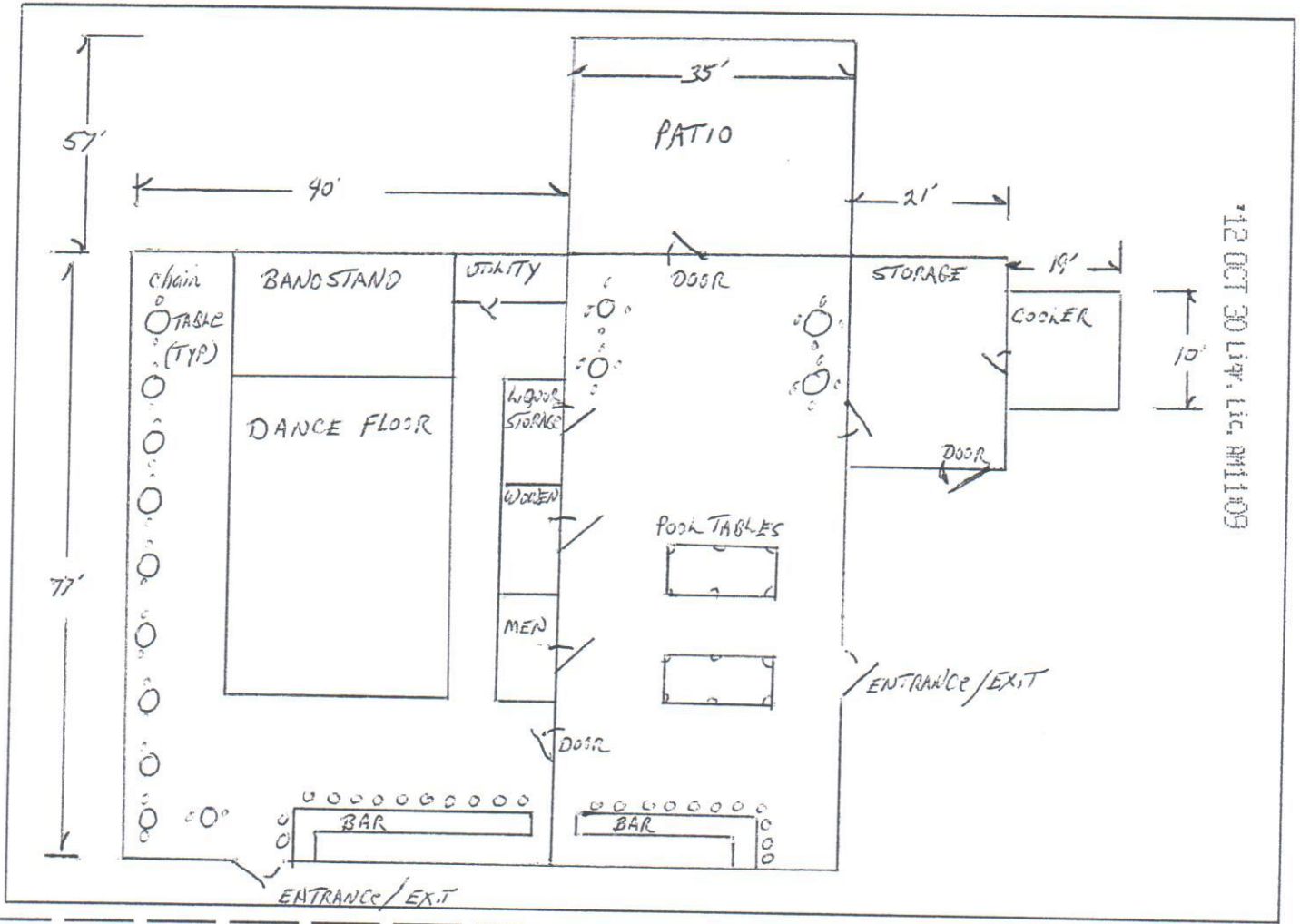
As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.

*[Signature]*

**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.

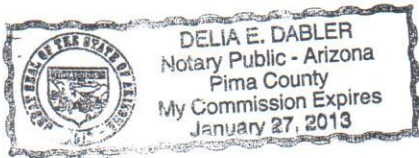


12 OCT 30 1997 L.C. AM1109

**SECTION 16 Signature Block**

I, JOHN LESLEY PERMENTER, 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]  
(signature of applicant listed in Section 4, Question 1)



State of Arizona County of Pima

The foregoing instrument was acknowledged before me this

29 of October, 2012  
Day Month Year

[Signature]  
signature of NOTARY PUBLIC

My commission expires on: 13 / 1 / 2013  
Day Month Year

# NOTICE

## APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: November 6, 2012

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE

Cochise County Board of Supervisors

PLACE 1415 Melody Ln, Bisbee, Az 85603 DATE/TIME December 4, 2012 @ 10:00am.  
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: John L. Permenter Address: 933 S. Haskell Ave  
Business Name: Cattle Rest City/Zip: Willcox/85643  
Liquor License #: 06020076 Parcel #: 203-12-007  
Ownership Type: LLC Liquor License ☒ Special Event Liquor License ☐  
Partner(s): \_\_\_\_\_

## 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:

Cattle Rest Bar recently changed ownership and is currently closed. The Environmental Health Specialist for the area will be scheduling a pre-operation inspection next week to determine if any upgrades to the building and/or equipment will be necessary and ensure the business meets all requirements of the Sanitary Code, Food Code and Prop 201. Once any/all necessary upgrades have been completed and all requirements are met, Cochise County Environmental Health has no objection to the Interim Permit/Person Transfer to applicant of Liquor License #06020076.

## 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: Mary Gomez Title: Director, Health & Social Services  
Signature: *Mary Gomez* Date: November 14, 2012  
Contact phone: 520.432.9404 Email: mgomez@cochise.az.gov

Return completed form with any attachments by: 11/13/12

# COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

## APPLICANT INFORMATION

Applicant Name: John L. Permenter Address: 933 S. Haskell Ave  
Business Name: Cattlerest City/Zip: Willcox/85643  
Liquor License #: 06020076 Parcel #: 203-12-007  
Ownership Type: LLC Liquor License ☒ Special Event Liquor License ☐  
Partner(s): P Bar C Cattlerest, LLC

## TO BE COMPLETED BY THE TREASURER'S OFFICE

Please advise if the property taxes for the parcel in question are current.

☒ Yes ☐ No

If not, please attach pertinent documentation.

Comments:

Name: Lynn Phillips Title: Secretary II  
Signature: Lynn Phillips Date: November 13, 2012  
Contact phone: 520-432-8422 Email: lphillips@cochise.az.gov

Return completed form with any attachments by: 11/13/12

# COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

## For internal use only:

- ☐ Restaurant/Hotel-Motel  
☐ Club/Government  
☐ Transfer of Premises

### APPLICANT INFORMATION

Applicant Name: John L. Permenter Address: 933 S. Haskell Ave  
Business Name: Cattlerest City/Zip: Willcox/85643  
Liquor License #: 06020076 Parcel #: 203-12-007  
Ownership Type: LLC Liquor License ☒ Special Event Liquor License ☐  
Partner(s): P Bar C Cattlerest, LLC

### TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

Please advise if, at the time the application was filed:

1. The premises for which the license is being applied for is within 300 horizontal feet of a church; or
2. The premises for which the license is being applied for is within 300 horizontal feet of a public or private school, or a fenced recreation area adjacent to a school building.

If so, please attach pertinent documentation and drawings or maps.

Comments: Proposed site not within 300 horizontal feet of a church, public or private school, or fenced recreation area adjacent to a school building.

Based on the above information, the Planning and Zoning  
Department's recommendation to the Board of Supervisors is:

Approval



Disapproval



### OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning? Y ☒ N ☐

Zoning: GB

Use permitted by P&Z? Y ☐ N ☒

Permit#: N/A

Date Permit Issued: N/A

Use Permitted: Bar/Tavern

If use not permitted, is it LNC? Y ☒ N ☐

Year LNC Established: 1963

- ☐ The Planning Department will notify the applicant that if any construction is proposed, a Non-Residential Permit must first be submitted and approved by this Department, or if there is a lapse of 12 months of non-operation of the business, a Non-Residential Permit will be required to re-establish the use from this Department.
- ☐ The Planning Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.
- ☐ The Planning Department is currently working with the property owner on several zoning-related issues with the subject property.
- ☐ The Planning Department is currently working with the property owner on obtaining the proper permits to operate the business.

Name: Dora V Flores

Title: Permit and Customer Service Coordinator

Signature: Dora V Flores

Date: November 8, 2012

Contact phone: 520-432-9240

Email: dflores@cochise.az.gov

Return completed form with any attachments by: 11/13/12

# COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

## APPLICANT INFORMATION

Applicant Name: John L. Permenter Address: 933 S. Haskell Ave  
Business Name: Cattlerest City/Zip: Willcox/85643  
Liquor License #: 06020076 Parcel #: 203-12-007  
Ownership Type: LLC Liquor License ☒ Special Event Liquor License ☐  
Partner(s): P Bar C Cattlerest, LLC

## 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: The applicant has not had any felony convictions within the previous five (5) year period. The location has not had any significant number of events in the previous five (5) year period.

Based on the above information, the Sheriff's Office recommendation to the Board of Supervisors is:

Approval

Disapproval

No Recommendation



Name: Ken Buckner

Title: Deputy Commander

Signature: D.C. K. Buckner

Date: November 07, 2012

Contact phone: 520-432-9506

Email: kbuckner@cochise.az.gov

Return completed form with any attachments by: 11/27/12

203-12-007

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: 11/7/12 Date of Posting Removal: 11/27/12

Applicant Name: Permenter John Lesley  
Last First Middle

Business Address: 933 S. Haskell Ave. Willcox 85643  
Street City Zip

License #: 06020076

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.

DAVE ESTELLE Building Inspector 520-432-9240  
Print Name of City/County Official Title Telephone #

Dave Estelle 11-27-12  
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

**Regular Board of Supervisors Meeting**

**Meeting Date:** 12/04/2012

2013 Board Meeting Calendar

**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 the 2013 Cochise County calendar reflecting the schedule of the Regular Board of Supervisor meetings for the calendar year 2013, the 2013 holidays and pay days, and authorize the Clerk to post the Public Notice of the 2013 meeting schedule.

**Background:**

Each year, we develop and post a notice of the regularly scheduled Board meetings, as required by statute.

**Department's Next Steps (if approved):**

Post notice of regular meetings on the bulletin board and online; disseminate information to County departments; input regular BOS meeting dates in AgendaQuick.

**Impact of NOT Approving/Alternatives:**

n/a

**To BOS Staff: Document Disposition/Follow-Up:**

See above.

---

**Attachments**

2013 Schedule

# COCHISE COUNTY BOARD OF SUPERVISORS MEETING SCHEDULE, PAYDAYS AND COUNTY HOLIDAYS \*

# 2013

| January '13 |    |    |    |    |    |    |
|-------------|----|----|----|----|----|----|
| Su          | M  | Tu | W  | Th | F  | Sa |
|             |    | 1  | 2  | 3  | 4  | 5  |
| 6           | 7  | 8  | 9  | 10 | 11 | 12 |
| 13          | 14 | 15 | 16 | 17 | 18 | 19 |
| 20          | 21 | 22 | 23 | 24 | 25 | 26 |
| 27          | 28 | 29 | 30 | 31 |    |    |

| February '13 |    |    |    |    |    |    |
|--------------|----|----|----|----|----|----|
| Su           | M  | Tu | W  | Th | F  | Sa |
|              |    |    |    |    | 1  | 2  |
| 3            | 4  | 5  | 6  | 7  | 8  | 9  |
| 10           | 11 | 12 | 13 | 14 | 15 | 16 |
| 17           | 18 | 19 | 20 | 21 | 22 | 23 |
| 24           | 25 | 26 | 27 | 28 |    |    |

| March '13 |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| Su        | M  | Tu | W  | Th | F  | Sa |
|           |    |    |    |    | 1  | 2  |
| 3         | 4  | 5  | 6  | 7  | 8  | 9  |
| 10        | 11 | 12 | 13 | 14 | 15 | 16 |
| 17        | 18 | 19 | 20 | 21 | 22 | 23 |
| 24        | 25 | 26 | 27 | 28 | 29 | 30 |
| 31        |    |    |    |    |    |    |

| April '13 |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| Su        | M  | Tu | W  | Th | F  | Sa |
|           | 1  | 2  | 3  | 4  | 5  | 6  |
| 7         | 8  | 9  | 10 | 11 | 12 | 13 |
| 14        | 15 | 16 | 17 | 18 | 19 | 20 |
| 21        | 22 | 23 | 24 | 25 | 26 | 27 |
| 28        | 29 | 30 |    |    |    |    |

| May '13 |    |    |    |    |    |    |
|---------|----|----|----|----|----|----|
| Su      | M  | Tu | W  | Th | F  | Sa |
|         |    |    | 1  | 2  | 3  | 4  |
| 5       | 6  | 7  | 8  | 9  | 10 | 11 |
| 12      | 13 | 14 | 15 | 16 | 17 | 18 |
| 19      | 20 | 21 | 22 | 23 | 24 | 25 |
| 26      | 27 | 28 | 29 | 30 | 31 |    |

| June '13 |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| Su       | M  | Tu | W  | Th | F  | Sa |
|          |    |    |    |    |    | 1  |
| 2        | 3  | 4  | 5  | 6  | 7  | 8  |
| 9        | 10 | 11 | 12 | 13 | 14 | 15 |
| 16       | 17 | 18 | 19 | 20 | 21 | 22 |
| 23       | 24 | 25 | 26 | 27 | 28 | 29 |
| 30       |    |    |    |    |    |    |

| July '13 |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| Su       | M  | Tu | W  | Th | F  | Sa |
|          | 1  | 2  | 3  | 4  | 5  | 6  |
| 7        | 8  | 9  | 10 | 11 | 12 | 13 |
| 14       | 15 | 16 | 17 | 18 | 19 | 20 |
| 21       | 22 | 23 | 24 | 25 | 26 | 27 |
| 28       | 29 | 30 | 31 |    |    |    |

| August '13 |    |    |    |    |    |    |
|------------|----|----|----|----|----|----|
| Su         | M  | Tu | W  | Th | F  | Sa |
|            |    |    |    | 1  | 2  | 3  |
| 4          | 5  | 6  | 7  | 8  | 9  | 10 |
| 11         | 12 | 13 | 14 | 15 | 16 | 17 |
| 18         | 19 | 20 | 21 | 22 | 23 | 24 |
| 25         | 26 | 27 | 28 | 29 | 30 | 31 |

| September '13 |    |    |    |    |    |    |
|---------------|----|----|----|----|----|----|
| Su            | M  | Tu | W  | Th | F  | Sa |
| 1             | 2  | 3  | 4  | 5  | 6  | 7  |
| 8             | 9  | 10 | 11 | 12 | 13 | 14 |
| 15            | 16 | 17 | 18 | 19 | 20 | 21 |
| 22            | 23 | 24 | 25 | 26 | 27 | 28 |
| 29            | 30 |    |    |    |    |    |

| October '13 |    |    |    |    |    |    |
|-------------|----|----|----|----|----|----|
| Su          | M  | Tu | W  | Th | F  | Sa |
|             |    | 1  | 2  | 3  | 4  | 5  |
| 6           | 7  | 8  | 9  | 10 | 11 | 12 |
| 13          | 14 | 15 | 16 | 17 | 18 | 19 |
| 20          | 21 | 22 | 23 | 24 | 25 | 26 |
| 27          | 28 | 29 | 30 | 31 |    |    |

| November '13 |    |    |    |    |    |    |
|--------------|----|----|----|----|----|----|
| Su           | M  | Tu | W  | Th | F  | Sa |
|              |    |    |    |    | 1  | 2  |
| 3            | 4  | 5  | 6  | 7  | 8  | 9  |
| 10           | 11 | 12 | 13 | 14 | 15 | 16 |
| 17           | 18 | 19 | 20 | 21 | 22 | 23 |
| 24           | 25 | 26 | 27 | 28 | 29 | 30 |

| December '13 |    |    |    |    |    |    |
|--------------|----|----|----|----|----|----|
| Su           | M  | Tu | W  | Th | F  | Sa |
| 1            | 2  | 3  | 4  | 5  | 6  | 7  |
| 8            | 9  | 10 | 11 | 12 | 13 | 14 |
| 15           | 16 | 17 | 18 | 19 | 20 | 21 |
| 22           | 23 | 24 | 25 | 26 | 27 | 28 |
| 29           | 30 | 31 |    |    |    |    |

**X** \* Denotes observance of a legal holiday; County Offices are closed

**Yellow** Regular Board Meeting\*\*

**Green** Special Board Meeting (budget meetings; will be held)

**Light Green** County PayDays

\*\* Note that the Regular Board meetings will occur on the 2nd and 4th Tuesday of each month, except in January, May, November and December (due to holidays).

**Regular Board of Supervisors Meeting****Community Development****Meeting Date:** 12/04/2012

Request to Abandon Kayenta Estates Subdivision Plat

**Submitted By:** Mike Turisk, Community  
Development**Department:** Community Development**Division:** Planning & Zoning**Presentation:** PowerPoint**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS** 1**Submitted for Signature:****NAME**  
**of PRESENTER:** Michael Turisk**TITLE**  
**of PRESENTER:** Planning  
Manager**Docket Number (If applicable):****Mandated Function?:** Not Mandated**Source of Mandate**  
**or Basis for Support?:****Information****Agenda Item Text:**

Adopt Resolution 12-79 to abandon the Kayenta Estates Minor Subdivision Plat and Assurance Agreement.

**Background:**

TO: Board of Supervisors

For: Michael J. Ortega, County Administrator

FROM: Michael Turisk, Planning Manager

For: Beverly Wilson, Deputy Director Planning Division

SUBJECT: Kayenta Estates Minor Subdivision Plat Abandonment (Docket S-06-02)

DATE: November 16, 2012 for the December 4, 2012 Board of Supervisors Meeting

**BACKGROUND**

This is a request to formally abandon the Kayenta Estates Minor Subdivision Plat, per the request of the Applicant/Developer, John Scully. Kayenta Estates was approved by the Board in 2007 and is a 27-lot subdivision on 81-acres located northeast of St. David, off of Lonesome Road and just north of Sybil Road. The project was approved under existing RU-4 zoning, but the average lot size is just over three-acres (the Minor Subdivision option allows for lot density bonuses if the Applicant improves off-site streets to County or ADOT standards). The Department's records indicate that no building permits have been issued and no evidence of lot lines, roadways or other infrastructure exists, so currently this plat exists on paper only.

The plat and Assurance Agreement (the contractual document that guarantees that all improvements would be completed prior to lot release) were recorded on March 11, 2008. Per the Applicant's request, the Assurance Agreement was extended in 2010 to March 26, 2012, and is now expired.

Although the Applicant has requested abandonment, the County also holds authority through the Assurance Agreement to abandon the plat to reflect the state of the property prior to recordation. After the plat has been abandoned, the property owner is entitled per State law to proceed with subdividing the

property, but sell no more than five parcels without a formal subdivision review process.

#### RECOMMENDATION

Staff recommends that the Board of Supervisors approve the plat abandonment for the Kayenta Estates Minor Subdivision, and authorize the Chairman to sign the Resolution and Abandonment Plat for recordation purposes.

#### ATTACHMENTS

Request for Abandonment

"As you are aware" letters dated 10.4.10 and 6.20.12

Approved Subdivision Plat and Abandonment Plat

Assurance Agreement

#### **Department's Next Steps (if approved):**

After signatures from the Chairman of the Board and the Clerk of the Board, the Community Development Department will record the Abandonment Maps, Resolution and Quit Claim Deed which will authorize such abandonment.

#### **Impact of NOT Approving/Alternatives:**

The Subdivision would remain as platted and lots would be shown on Assessor's Maps. The Assurances guaranteeing improvements would be expired.

#### **To BOS Staff: Document Disposition/Follow-Up:**

Please sign and record the Resolution and Quit Claim Deed and return to Mike Turisk. Please contact Mike Turisk when the Abandonment Plat Mylars are signed - he will record them.

---

#### **Attachments**

Request for Abandonment

Staff Memo - Kayenta Abandonment

Abandonment Plat

Approved Final Plat

Kayenta "As you are aware" letters

PowerPoint

Abandonment Resolution for Chairman's Signature

Quit Claim Deed for Chairman's Signature

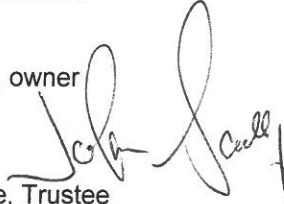
9/14/2012

To Cochise County Planning and Zoning:

This letter is to inform you that due to negative market conditions, and the state of the economy, I no longer find it financially feasible to continue with the development of any subdivision. So at this time I am requesting an abandonment of the Kayenta Subdivision, S-06-02, a resubdivision of Lots 3 & 4 of Hidden Valley. I further request that lots 1-27 be re-instated as 2 forty Acre parcels, Lots 3 & 4. Enclosed, please find a \$300.00 check to cover the costs of abandonment.

John Scully, owner

Pioneer Title, Trustee

A handwritten signature in black ink, appearing to read "John Scully". The signature is written in a cursive, flowing style with a large loop at the end.



**COCHISE COUNTY**  
**COMMUNITY DEVELOPMENT**  
*"Public Programs...Personal Service"*

**MEMORANDUM**

TO: Board of Supervisors  
For: Michael J. Ortega, County Administrator

FROM: Michael Turisk, Planning Manager  
For: Beverly Wilson, Deputy Director, Planning Division

SUBJECT: Kayenta Estates Minor Subdivision Plat Abandonment (Docket S-06-02)

DATE: November 16, 2012 for the December 4, 2012 Board of Supervisors Meeting

**BACKGROUND**

This is a request to formally abandon the Kayenta Estates Minor Subdivision Plat, per the request of the Applicant/Developer, John Scully. Kayenta Estates was approved by the Board in 2007 and is a 27-lot subdivision on 81-acres located northeast of St. David, off of Lonesome Road and just north of Sybil Road. The project was approved under existing RU-4 zoning, but the average lot size is just over three-acres (the Minor Subdivision option allows for lot density bonuses if the Applicant improves off-site streets to County or ADOT standards). The Department's records indicate that no building permits have been issued and no evidence of lot lines, roadways or other infrastructure exists, so currently this plat exists on paper only.

The plat and Assurance Agreement (the contractual document that guarantees that all improvements would be completed prior to lot release) were recorded on March 11, 2008. Per the Applicant's request, the Assurance Agreement was extended in 2010 to March 26, 2012, and is now expired.

Although the Applicant has requested abandonment, the County also holds authority through the Assurance Agreement to abandon the plat to reflect the state of the property prior to recordation. After the plat has been abandoned, the property owner is entitled per State law to proceed with subdividing the property, but sell no more than five parcels without a formal subdivision review process.

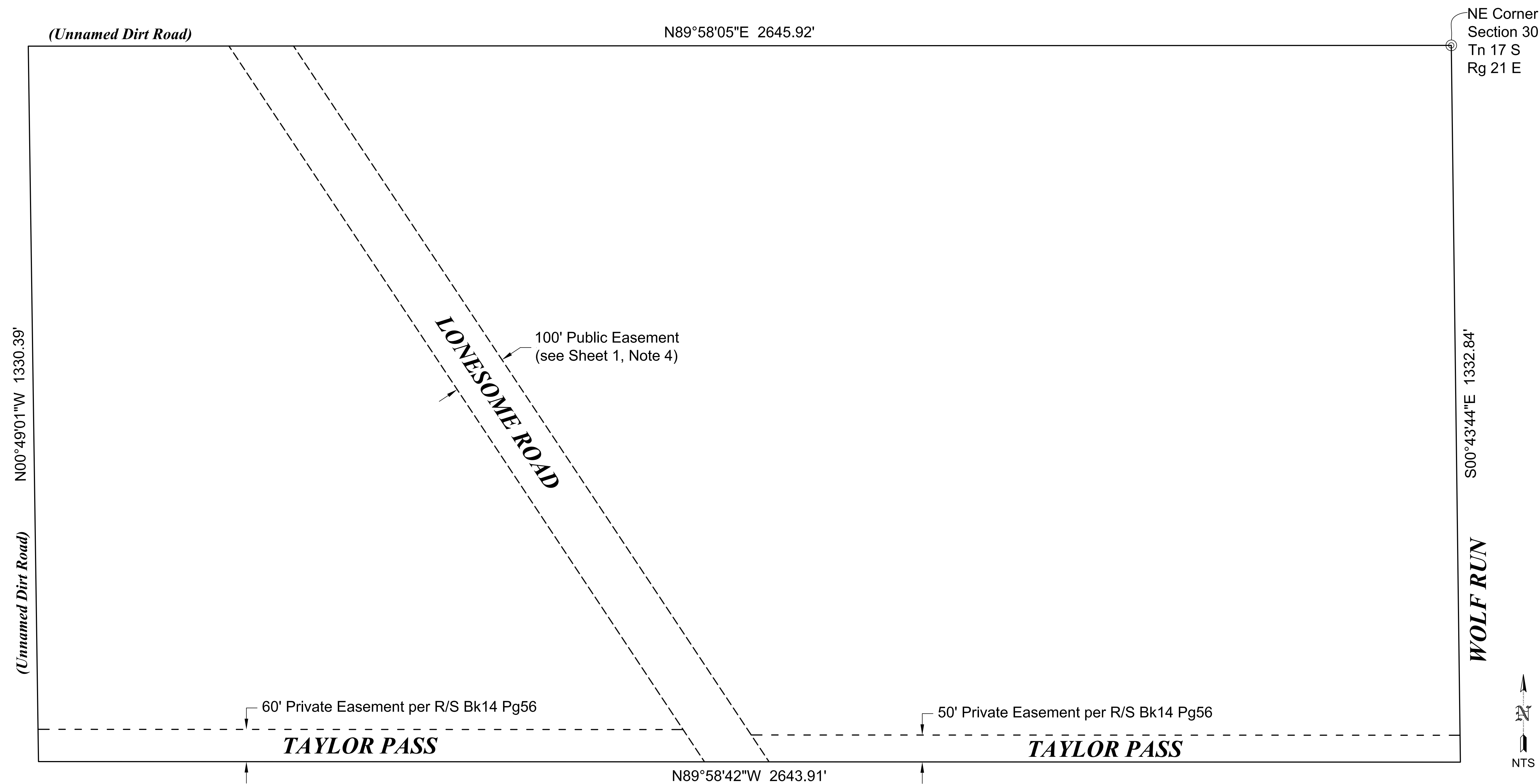
**RECOMMENDATION**

Staff recommends that the Board of Supervisors approve the plat abandonment for the Kayenta Estates Minor Subdivision, and authorize the Chairman to sign the Resolution and Abandonment Plat for recordation purposes.

**ATTACHMENTS**

Request for Abandonment  
"As you are aware" letters dated 10.4.10 and 6.20.12  
Approved Subdivision Plat and Abandonment Plat  
Assurance Agreement

ABANDONMENT PLAT KAYENTA ESTATES



APPROVAL:  
The Cochise County Board of Supervisors does hereby certify that this plat was approved on the \_\_\_\_ day of \_\_\_\_\_, 2012 pursuant to Resolution 12-\_\_\_\_\_.  
By \_\_\_\_\_ Attest \_\_\_\_\_  
Chairman Clerk of the Board

RECORDING:  
This plat was filed for record at the request of Cochise County on this \_\_\_\_ day of \_\_\_\_\_, 2012 in Book \_\_\_\_ of Maps & Plats, Page \_\_\_\_  
Fee # \_\_\_\_\_  
Cochise County Recorder

- NOTES:
1. This plat abandons the subdivision known as Kayenta Estates and recorded in Book 15 of Maps & Plats at Pages 95 through 95E as filed in the office of the Cochise County Recorder.
  2. All Lot lines as set forth on Sheet 2 of 2 of this plat are hereby extinguished.
  3. All Road Easements, Drainage Easements, and No Access Easements as set forth on Sheet 2 of 2 of this plat are hereby extinguished.
  4. A 100' wide strip of land was conveyed to the public for Lonesome Road in fee-interest per Kayenta Estates. A 100' wide easement for Lonesome Road was granted to the public prior to Kayenta Estates per Record of Survey Book 3 Pages 88 through 88E. The fee-interest is hereby abandoned while reserving a 100' wide easement, for public roadway purposes, across the same width and alignment as the fee-interest strip of land. It is the intent of the fee-interest abandonment and easement reservation to restore/retain public easement rights for Lonesome Road which existed prior to the fee-interest dedication. As with the fee-interest dedication and prior easement, Cochise County does not assume liability or maintenance responsibility until such time as the road is eligible for maintenance and has been accepted for maintenance by the Cochise County Board of Supervisors.
  5. Rights-of-way or easements for existing public utilities shall continue as they existed prior to abandonment.

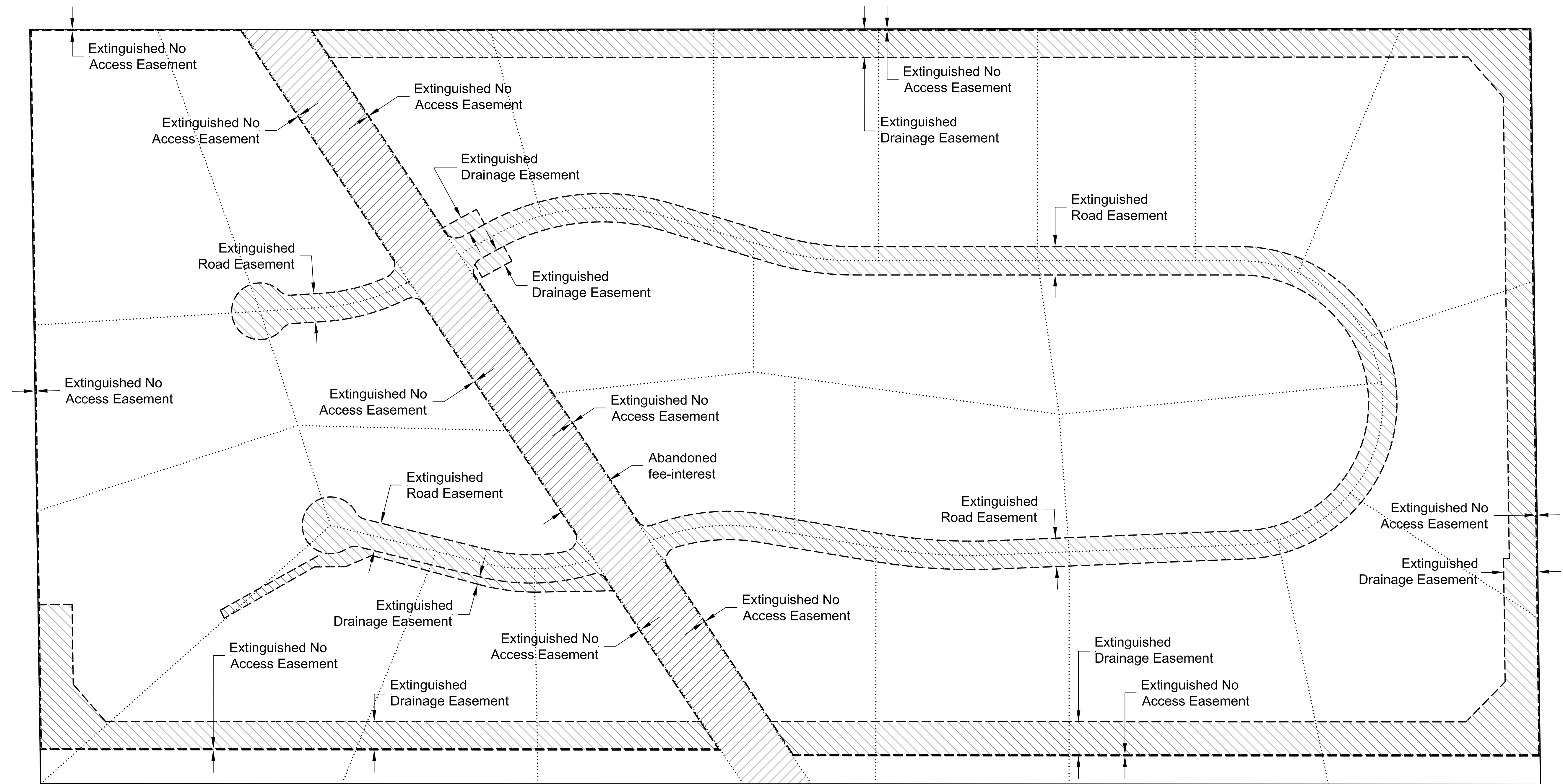
SHEET INDEX:  
Sheet 1. - Notes, depiction of subject property after abandonment action.  
Sheet 2. - Depiction of Kayenta Estates, which is being abandoned.

- LEGEND:
- Parcel line
  - Public easement, reserved by Cochise County to restore/retain public easement rights that existed prior to Kayenta Estates (see Sheet1, Note 4)
  - Private easement, granted and/or established prior to Kayenta Estates and not affected by this action

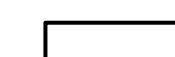
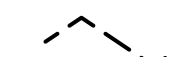
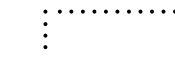
ABANDONMENT PLAT  
KAYENTA ESTATES  
  
DEPICTION OF SUBJECT  
PROPERTY AFTER  
ABANDONMENT ACTION

Located in the North 1/2 of the  
Northeast 1/4 of Section 30, Township  
17 South, Range 21 East, G.&S.R.M.,  
Cochise County, Arizona

**ABANDONMENT PLAT KAYENTA ESTATES**



**LEGEND:**

-  Parcel line
-  Easement line
-  Extinguished Lot line (see Sheet 1, Note 2)
-  Extinguished Road, Drainage, or No Access Easement (see Sheet 1, Note 3)
-  Abandoned fee-interest, public easement is reserved to restore/retain public easement rights which existed prior to Kayenta Estates (see Sheet 1, Note 4)

**ABANDONMENT PLAT  
KAYENTA ESTATES**

**DEPICTION OF KAYENTA  
ESTATES, WHICH IS BEING  
ABANDONED**

Located in the North 1/2 of the  
Northeast 1/4 of Section 30, Township  
17 South, Range 21 East, G.&S.R.M.,  
Cochise County, Arizona

DEDICATION

I, THE UNDERSIGNED OWNER OF THE SAID LAND SHOWN ON THIS PLAT DO HEREBY CONSENT TO THE SUBDIVISION OF LAND IN THE MANNER SHOWN HEREON.

I, THE UNDERSIGNED, DO HEREBY HOLD HARMLESS THE COUNTY OF COCHISE, ITS SUCCESSORS AND ASSIGNS, THEIR EMPLOYEES, OFFICERS, AND AGENTS FROM ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF THE PROPERTY DEPICTED ON THIS PLAT NOW AND IN THE FUTURE BY REASON OF FLOODING, FLOWAGE, EROSION, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE, FLOOD OR RAINFALL.

ROAD AND UTILITY EASEMENTS, AS SHOWN HEREON, ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND ARE GRANTED AS EASEMENTS TO THE PUBLIC AND ALL UTILITY COMPANIES FOR THE PURPOSES OF ACCESS, INSTALLATION AND MAINTENANCE OF UTILITIES.

DRAINAGE EASEMENTS, AS SHOWN HEREON, ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND ARE GRANTED AS EASEMENTS TO THE ASSOCIATION FOR THE PURPOSE OF ACCESS, AND MAINTENANCE OF DRAINAGEWAYS.

PIONEER TITLE AGENCY, AN ARIZONA CORPORATION, AS TRUSTEE UNDER TITLE NO. 968145 AS TRUSTEE ONLY AND NOT OTHERWISE.

BY \_\_\_\_\_ TRUST OFFICER \_\_\_\_\_ DATE \_\_\_\_\_

PURSUANT TO SECTION 33.401, THE NAME AND ADDRESS OF THE BENEFICIARY OF TRUST OF PIONEER TITLE AGENCY, AN ARIZONA CORPORATION, TRUST NO. 968145 IS  
JOHN L. SULLY  
185 FOREST VIEW DRIVE  
ELGIN, IL 60120

ACKNOWLEDGMENTS

STATE OF ARIZONA )  
COUNTY OF COCHISE )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_ WHO ACKNOWLEDGED HIMSELF TO BE THE TRUST OFFICIAL OF THE PIONEER TITLE AGENCY, AN ARIZONA CORPORATION AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

APPROVALS

THIS PLAT HAS BEEN REVIEWED AND IS APPROVED BY THE COCHISE COUNTY BOARD OF SUPERVISORS ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007

BY \_\_\_\_\_ CHAIRMAN OF THE BOARD OF SUPERVISORS \_\_\_\_\_ DATE \_\_\_\_\_

ATTEST: \_\_\_\_\_ CLERK OF THE BOARD OF SUPERVISORS \_\_\_\_\_ DATE \_\_\_\_\_

PLANNING DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_

COUNTY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

COUNTY SANITARIUM \_\_\_\_\_ DATE \_\_\_\_\_

COUNTY ASSESSOR \_\_\_\_\_ DATE \_\_\_\_\_

RECORDING

STATE OF ARIZONA ) NO \_\_\_\_\_  
COUNTY OF COCHISE ) SS \_\_\_\_\_  
FEE: \_\_\_\_\_

THIS INSTRUMENT WAS RECORDED AT THE REQUEST OF COCHISE COUNTY  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007, AT \_\_\_\_\_ M. IN BOOK \_\_\_\_\_  
OF MAPS AND PLATS AT PAGE \_\_\_\_\_ THEREOF.

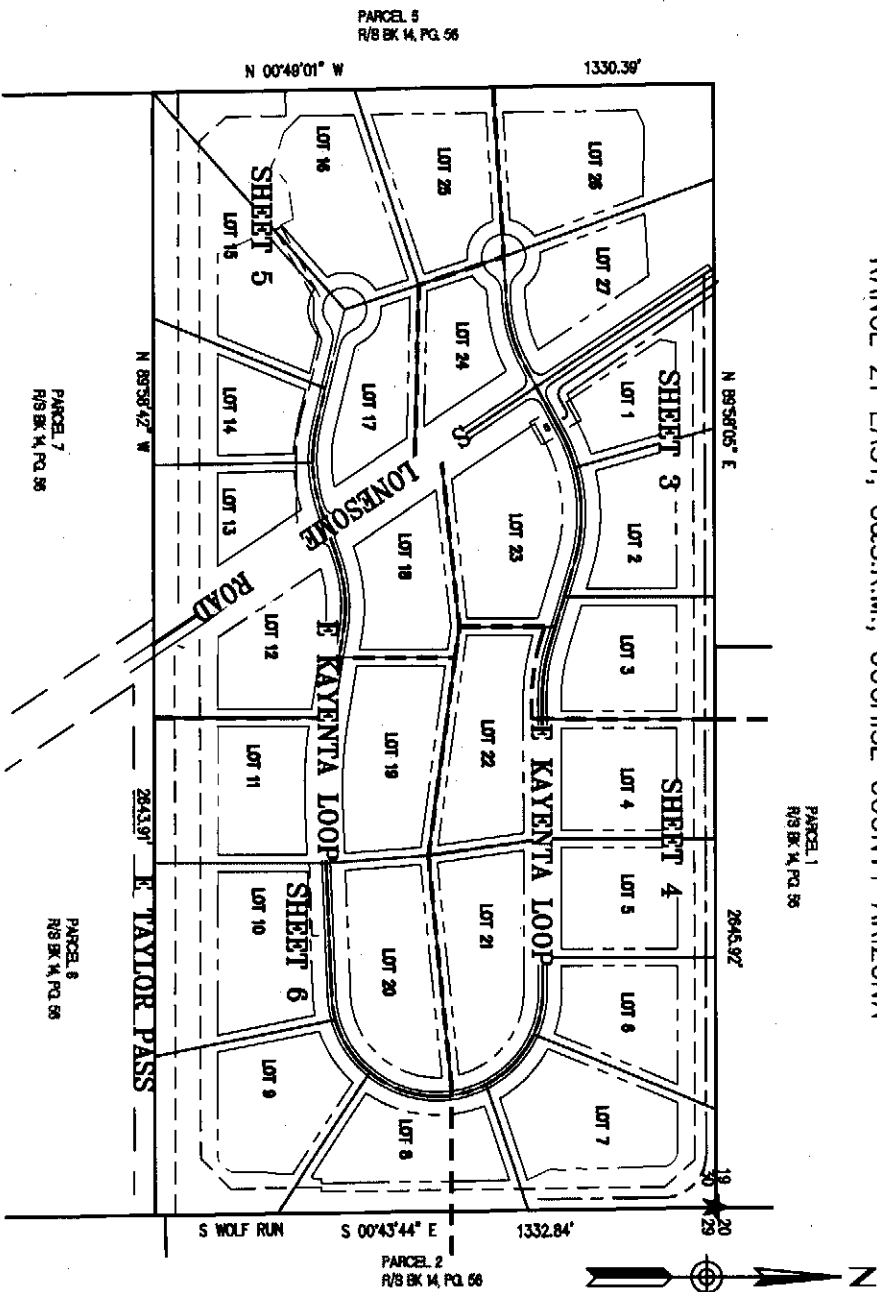
COCHISE COUNTY RECORDER \_\_\_\_\_

DEPUTY RECORDER \_\_\_\_\_

Urban Engineering  
877 S. Alverton Way  
Tucson, AZ 85711  
520.318.3800  
JOB NO. 06257

FINAL PLAT FOR  
KAYENTA ESTATES  
(A MINOR EXPEDITED RESIDENTIAL SUBDIVISION)  
LOTS 1-27

LOCATED IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 17 SOUTH,  
RANGE 21 EAST, G&S.R.M., COCHISE COUNTY ARIZONA



LEGAL DESCRIPTION

THE NORTH ONE HALF OF THE NORTHEAST ONE QUARTER OF SECTION 30, TOWNSHIP 17 SOUTH, RANGE 21 EAST, G&S.R.M. AND S&T RIVER WEDDING, COCHISE COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 30, MONUMENTED BY A 3" OPEN PIPE TAGGED L53960;

THENCE ALONG THE EAST LINE OF SAID NORTHEAST ONE QUARTER OF SECTION 30, SOUTH 09°45'44" EAST A DISTANCE OF 1332.84 FEET TO THE SOUTHEAST CORNER OF SAID NORTH HALF OF THE NORTHEAST ONE QUARTER;

THENCE ALONG THE SOUTH LINE OF SAID NORTH HALF NORTH 89°56'42" WEST A DISTANCE OF 2643.91 FEET TO THE SOUTHWEST CORNER OF SAID NORTH HALF;

THENCE ALONG THE WEST LINE OF SAID NORTH HALF NORTH 09°46'01" WEST A DISTANCE OF 1330.39 FEET TO THE NORTHEAST CORNER OF SAID NORTHEAST ONE QUARTER, BEING MONUMENTED BY A 3" OPEN PIPE;

THENCE ALONG THE NORTH LINE OF SAID SECTION 30, NORTH 89°56'05" EAST A DISTANCE OF 2645.92 FEET TO THE NORTHEAST CORNER OF SAID SECTION 30 AND THE POINT OF BEGINNING. SAID PARCEL CONTAINS 80.86 ACRES MORE OR LESS.

NOTES

1. THIS IS A RESUBDIVISION OF HIDDEN VALLEY LOTS 344 BK. 14 PG. 56, LOTS 18419, BK. 3, PG. 8, AMENDED BK. 3, PG. 43, (NORTH ST. DAVID UNIT B). THESE LOTS ARE HEREBY ABANDONED BY THIS PLAT. CURRENT PARCEL NUMBERS ARE 120-08-005 AND 120-09-006.
2. EXISTING PLATTED ROADWAY EASEMENTS NOT INCORPORATED INTO THIS SUBDIVISION SHALL BE ABANDONED BY THIS PLAT.

OWNER: PIONEER TITLE AGENCY  
AN ARIZONA CORPORATION  
TRUST NO. 968145  
DEVELOPER: KENTURA DEVELOPMENT CO. LLC  
185 FOREST VIEW DRIVE  
ELGIN, IL 60120

BASE OF BEARING

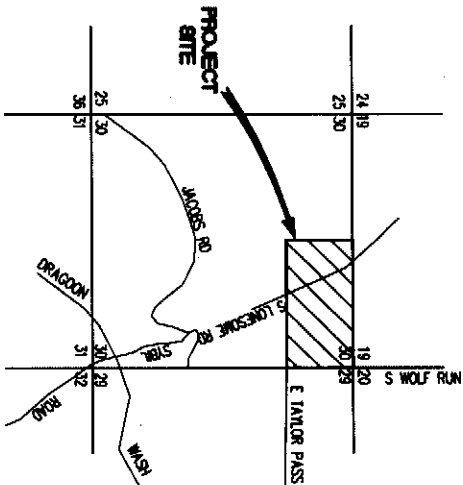
BASE OF BEARING IS: THE NORTH LINE OF THE NORTH EAST QUARTER OF SECTION 30, TOWNSHIP 17 SOUTH, RANGE 21 EAST AS SHOWN ON SURVEY MAP BOOK 3, PAGE 44. SAID BEARING BEING S 89° 58' 05" W.

BASE OF ELEVATION

BASE OF ELEVATION IS: THE NGS MONUMENT PRO 060849, A BRASS DISK STAMPED "N. 430, 1979", LOCATED APPROXIMATELY 47 FEET NORTH OF THE 1-10 FRONTAGE ROAD ROAD CENTERLINE AND 23 FEET WEST OF THE CONCRETE BRIDGE OVER THE ADAMS PEAK WASH AND BEARS NORTH 04°50'31" WEST A DISTANCE OF 15,856.45 FEET FROM THE NORTHEAST CORNER OF SECTION 30, T22S, R20E, COCHISE COUNTY, ARIZONA. ELEVATION = 3772.34

PROJECT BENCHMARK

PROJECT BENCHMARK IS: THE 3" OPEN PIPE AT THE NORTHEAST CORNER OF SECTION 30. ELEVATION = 3676.48.



CERTIFICATION OF SURVEY

WE HEREBY CERTIFY THAT THIS PLAT, CONSISTING OF SIX (6) SHEETS, REPRESENTS A SURVEY MADE BY US OR UNDER OUR SUPERVISION AND THAT THE PROPERTY CORNERS AND THE LEGAL DESCRIPTION SHOWN HEREON DO CORRECTLY REPRESENT THE LAND BEING SUBDIVIDED. BEARINGS SHOWN ON THIS PLAT ARE EXPRESSED IN RELATION TO PREVIOUSLY ESTABLISHED BEARINGS AND ALL MONUMENTS SHOWN ON THE PLAT ARE ACTUALLY LOCATED IN THE GROUND AND THEIR LOCATION, SIZE AND MATERIAL ARE CORRECTLY SHOWN.



LUIS F. TERRESCO  
REGISTERED LAND SURVEYOR  
ARIZONA REGISTRATION NO. 14172

DANIEL R. TREHEARLY  
REGISTERED LAND SURVEYOR  
ARIZONA REGISTRATION NO. 27755

ENGINEER'S CERTIFICATION

I HEREBY CERTIFY THAT THE FLOOD PROOF LIMITS AND/OR EROSION HAZARD STRUCKS SHOWN ON THIS PLAT WERE PREPARED BY ME OR UNDER MY SUPERVISION.



SAVADOR GARCIA  
REGISTERED PROFESSIONAL ENGINEER (C.E.M.)  
ARIZONA REGISTRATION NO. 41929

INDEX OF SHEETS

|         |               |
|---------|---------------|
| SHEET 1 | COVER SHEET   |
| SHEET 2 | GENERAL NOTES |
| SHEET 3 | PLAN VIEW     |
| SHEET 4 | PLAN VIEW     |
| SHEET 5 | PLAN VIEW     |
| SHEET 6 | PLAN VIEW     |

FINAL PLAT FOR  
KAYENTA ESTATES

(A MINOR EXPEDITED RESIDENTIAL SUBDIVISION)

LOTS 1-27

A RESUBDIVISION OF LOTS 344 OF HIDDEN VALLEY BK 14 PG 56,  
LOCATED IN THE NORTH 1/2 OF THE NORTHEAST QUARTER OF SECTION 30,  
TOWNSHIP 17 SOUTH, RANGE 21 EAST, G&S.R.M., COCHISE COUNTY, ARIZONA

5-06-02  
SHEET 1 OF 6

GENERAL NOTES

1. GROSS AREA OF SUBDIVISION IS 80.85 AC., 3,521,826 Sq. Ft.
2. THE NUMBER OF UNITS IS 27.
3. THE EXISTING ZONE IS RU-4 AND SHALL REMAIN.
4. NO PARKS OR PLAYGROUNDS ARE PROPOSED WITHIN THE DEVELOPMENT.
5. THE HYDROLOGY AND CULVERTS HAVE BEEN DESIGNED TO PASS THE ONE-HUNDRED YEAR STORM SO THAT DEPTH OF RUNOFF WILL NOT EXCEED TWELVE (12) INCHES ACROSS ANY ROAD.
6. THIS SUBDIVISION HAS PRIVATE STREETS THAT ARE NOT MAINTAINED BY COCHISE COUNTY. THE COUNTY IS HELD HARMLESS FOR SAFETY AND VEHICLE DAMAGE FROM PRIVATE STREETS.
7. ALL PROPERTY CORNERS ARE TO BE SET WITH A 1/2" STAMPED REBAR.
8. INDIVIDUAL SEWAGE DISPOSAL SYSTEMS ARE PROPOSED. (SEPTIC TANK AND LEACH FIELD). PRIOR TO BUILDING PERMIT ISSUANCE, INDIVIDUAL SITE INVESTIGATIONS AND SOIL EVALUATIONS WILL BE REQUIRED FOR EACH LOT. SEPTIC SYSTEMS MUST MEET A MINIMUM ONE-HUNDRED (100) FOOT SETBACK FROM ALL WELLS AND FIFTY (50) FEET FROM ALL LOT LINES NOT SERVICED BY A COMMON DRINKING WATER SYSTEM. ALL CONVENTIONAL SEPTIC SYSTEMS WILL REQUIRE COCHISE COUNTY HEALTH DEPARTMENT APPROVAL.
9. BASIS OF BEARING IS: THE NORTH LINE OF THE NORTH EAST QUARTER OF SECTION 30, TOWNSHIP 17 SOUTH, RANGE 21 EAST AS SHOWN ON SURVEY MAP BOOK 3, PAGE 44. SAID BEARING BEING S 89° 58' 06" W.
10. BASIS OF ELEVATION IS: THE NOS MONUMENT PID C00049, A BRASS DISK STAMPED "M 430, 1979", LOCATED APPROXIMATELY 47 FEET NORTH OF THE 1-10 FRONTAGE ROAD ROAD CENTERLINE AND 23 FEET WEST OF THE CONCRETE BRIDGE OVER THE ADAMS PEAK WASH AND BEARS NORTH 04°50'31" WEST A DISTANCE OF 15,858.45 FEET FROM THE NORTHEAST CORNER OF SECTION 30, T17S, R21E, COCHISE COUNTY, ARIZONA. ELEVATION = 3772.34.
11. PROJECT BENCHMARK IS: THE 3" OPEN PIPE AT THE NORTHEAST CORNER OF SECTION 30. ELEVATION = 3678.49.
12. THIS PROPERTY LIES WITHIN ZONE C AS SHOWN IN THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR COCHISE COUNTY.
13. FIRE PROTECTION FOR KAYENTA ESTATES SHALL BE PROVIDED BY THE ST. DAVID FIRE DEPARTMENT.
14. ANY LOT FENCING ALONG THE INGRESS/EGRESS EASEMENTS SHALL BE ON THE EASEMENT LINES.
15. ALL LOTS ARE SUBJECT TO THE REQUIREMENTS OF THE HYDROLOGY AND HYDRAULIC STUDY PREPARED FOR THIS SUBDIVISION AND ON FILE WITH THE COCHISE COUNTY HIGHWAY AND FLOOD PLAIN DEPARTMENT.
17. THE COUNTY HAS APPROVED THE HYDROLOGY AND HYDRAULIC STUDY.
18. DUST AND EROSION MEASURES SHALL BE EMPLOYED DURING AND POST-CONSTRUCTION AND SHALL COMPLY WITH THE COCHISE COUNTY LAND CLEARING ORDINANCE.
17. STRUCTURES WITHIN THE 100 YEAR FLOOD PLAN BOUNDARIES REQUIRE A FLOOD PLAIN USE PERMIT FROM COCHISE COUNTY.
18. NO BUILDING IS ALLOWED WITHIN THE EROSION HAZARD SETBACK.
19. THIS IS A RESUBDIVISION OF HIDDEN VALLEY LOTS 3&4 BK. 14 PG. 56, LOTS 18&19, BK. 3, PG. 8, AMENDED BK. 3, PG. 43 (NORTH ST. DAVID UNIT III). THESE LOTS ARE HEREBY ABANDONED BY THIS PLAN. CURRENT PARCEL NUMBERS ARE 120-09-005 AND 120-09-008.
20. THE KAYENTA ESTATES HOMEOWNERS ASSOCIATION WILL ACCEPT RESPONSIBILITY FOR CONTROL, MAINTENANCE, AND LIABILITY FOR PRIVATE DRAINAGEWAYS, PRIVATE ROADS, AND COMMON AREAS WITHIN THIS SUBDIVISION.
21. LOTS, TRACTS, CONSERVATION AREAS AND COMMON AREAS CANNOT BE FURTHER SUBDIVIDED.
22. EXISTING PLATTED ROADWAY EASEMENT NOT INCORPORATED INTO THIS SUBDIVISION SHALL BE ABANDONED BY THIS PLAN.
23. IT IS THE DEVELOPER'S RESPONSIBILITY TO OBTAIN ANY ADDITIONAL STATE OR FEDERAL PERMITS.
24. THE MINIMUM FINISHED FLOOR ELEVATION, INCLUDING BASEMENTS, SHALL BE 12 INCHES ABOVE THE HIGHEST NATURAL GROUND ELEVATION AT THE BUILDING PAD. NO BUILDING SHALL BE ORIENTED IN SUCH A WAY AS TO BLOCK THE NATURAL STORM WATER RUNOFF. SHALL BE ORIENTED IN SUCH A WAY AS TO BLOCK THE NATURAL STORM WATER RUNOFF.
25. IT SHALL BE PROHIBITED FOR ANY PERSON TO CHANGE THE LOCATION OR CHARACTER OF ANY WATER COURSE, CHANGE THE FLOW OF ANY SURFACE WATER, OR CONSTRUCT ANY STRUCTURE, INCLUDING FENCES THAT MAY RETARD OR IMPIDE THE FLOW OF A DRAINAGE COURSE OR BLOCK THE NATURAL STORM WATER FLOW. THE DESIGN OF THE SUBDIVISION PROVIDES FOR CROSS LOT DRAINAGE AND THE EXISTING NATURAL TERRAIN NEEDS TO BE MAINTAINED SUCH THAT THE DRAINAGE WILL CONTINUE TO FLOW IN THE HISTORICAL PATTERN ACROSS AND OVER THE DEVELOPED LOTS. IN ADDITION, NO LANDSCAPE MATERIAL CAN INTERFERE WITH DRAINAGE EASEMENTS. CROSSINGS OR CULVERTS SHALL BE CONSTRUCTED AS NEEDED TO ENSURE UNALTERED WATER FLOW.
26. ALL CONSTRUCTION, INCLUDING LANDSCAPING AND DRIVEWAYS, WITHIN PUBLIC RIGHT-OF-WAYS SHALL REQUIRE A PERMIT AND APPROVAL OF DESIGN AND MATERIALS FROM COCHISE COUNTY HIGHWAY AND FLOODPLAIN DEPARTMENT PRIOR TO COMMENCING.
27. ALL EASEMENT FOR PUBLIC UTILITIES, DRAINAGE, FILL SLOPES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS AND THE USE OF THESE EASEMENTS ARE FOR THE SOLE PURPOSE OF CONSTRUCTION, INSPECTION, REPAIR, REMOVAL, REPLACEMENT AND MAINTENANCE OF THE IMPROVEMENTS AT WILL. NO NON-UTILITY OR PRIVATE IMPROVEMENT (FENCES, WALLS OR OTHER STRUCTURES) SHALL BE PLACED UPON, OVER, OR UNDER THIS AREA EXCEPT FOR DRIVEWAY AND LANDSCAPING PURPOSES WHICH SHALL NOT INTERFERE WITH THE PRIMARY USE BY PUBLIC UTILITIES OR IMPEDRE DRAINAGE FLOW. THE PUBLIC UTILITIES AND COUNTY, SHALL NOT BE LIABLE FOR ANY DAMAGE TO IMPROVEMENTS PLACED UPON THE EASEMENTS DUE TO NECESSARY UTILITY OR COUNTY MAINTENANCE OPERATIONS.
28. THE LENGTH OF ALL STREET IMPROVEMENTS IS 1.12 MILES.
29. WATER SUPPLY FOR KAYENTA ESTATES WILL BE PROVIDED BY A PRIVATE WELL LOCATED ON SITE.
30. REFUSE PICKUP FOR KAYENTA ESTATES WILL BE PROVIDED BY SOUTHWEST DISPOSAL CORP.

EHS LINE TABLE

| LINE No. | LENGTH  | BEARING     |
|----------|---------|-------------|
| EH 18    | 732.45  | N89°32'22"W |
| EH 19    | 80.48   | N23°07'32"W |
| EH 20    | 117.09  | N25°33'02"W |
| EH 21    | 82.08   | N81°44'50"W |
| EH 22    | 31.55   | S80°29'28"W |
| EH 23    | 27.96   | S40°28'10"W |
| EH 24    | 31.32   | N73°00'24"W |
| EH 25    | 54.48   | N45°00'50"W |
| EH 26    | 56.91   | N45°00'50"W |
| EH 27    | 28.60   | N75°17'53"W |
| EH 28    | 28.60   | S89°34'42"W |
| EH 29    | 9.36    | S47°32'51"W |
| EH 30    | 23.48   | S77°03'58"W |
| EH 31    | 44.19   | S55°38'28"W |
| EH 32    | 72.31   | S42°17'18"W |
| EH 33    | 127.26  | S04°04'29"W |
| EH 34    | 57.68   | S01°5'09"E  |
| EH 35    | 33.37   | S26°03'47"W |
| EH 36    | 22.27   | S73°32'38"W |
| EH 37    | 1171.17 | N88°49'08"W |
| EH 38    | 57.83   | N89°49'08"W |
| EH 39    | 103.58  | N85°45'55"E |
| EH 40    | 180.09  | S89°46'59"E |
| EH 41    | 183.52  | N86°15'58"E |
| EH 42    | 123.07  | S86°46'22"E |
| EH 43    | 72.38   | N13°02'35"E |
| EH 44    | 151.61  | S89°31'27"E |
| EH 45    | 210.04  | N89°33'27"E |
| EH 46    | 54.76   | S89°53'21"E |
| EH 47    | 145.36  | S88°53'21"E |
| EH 48    | 139.32  | N89°45'16"E |
| EH 49    | 145.89  | N89°56'11"E |
| EH 50    | 314.72  | N89°56'11"E |
| EH 51    | 732.04  | N89°57'29"E |
| EH 52    | 18.92   | S87°16'39"E |
| EH 53    | 17.09   | S87°11'21"E |
| EH 54    | 17.86   | S37°02'03"E |
| EH 55    | 21.35   | S88°27'16"E |
| EH 56    | 261.76  | S01°14'27"E |
| EH 57    | 59.11   | S24°13'41"E |
| EH 58    | 78.01   | S53°24'39"E |
| EH 59    | 10.00   | S44°17'30"E |

FLOODPLAIN LINE TABLE

| F39 | 33.81   | N81°14'58"W |
|-----|---------|-------------|
| F40 | 20.82   | S86°57'55"W |
| F41 | 788.17  | N89°32'27"W |
| F42 | 62.19   | N44°00'42"W |
| F43 | 32.34   | N02°07'50"W |
| F44 | 107.92  | N2°04'18"W  |
| F45 | 30.97   | S81°44'50"W |
| F46 | 58.41   | S47°39'17"W |
| F47 | 23.17   | S74°14'19"W |
| F48 | 53.39   | N62°41'03"W |
| F49 | 80.13   | N7°00'24"W  |
| F50 | 16.53   | N14°48'28"W |
| F51 | 21.91   | N45°00'50"W |
| F52 | 13.89   | S47°32'51"W |
| F53 | 66.02   | S02°45'38"W |
| F54 | 21.87   | N66°53'05"W |
| F55 | 3.08    | S55°38'28"W |
| F56 | 49.14   | S42°17'18"W |
| F57 | 107.62  | S04°04'29"W |
| F58 | 59.48   | S01°5'09"E  |
| F59 | 25.97   | S08°11'34"W |
| F60 | 30.57   | S28°02'35"W |
| F61 | 28.26   | S48°08'57"W |
| F62 | 40.39   | S73°32'38"W |
| F63 | 1179.10 | N88°49'08"W |
| F64 | 53.64   | N88°23'18"W |
| F65 | 12.28   | S37°33'14"W |
| F66 | 36.99   | S33°38'37"E |
| F67 | 51.16   | S89°34'01"E |
| F68 | 1108.39 | S89°35'41"E |
| F69 | 233.57  | S85°52'18"E |
| F70 | 92.76   | N65°45'55"E |
| F71 | 189.20  | S89°46'59"E |
| F72 | 194.82  | N86°15'58"E |
| F73 | 84.03   | S86°48'22"E |
| F74 | 26.88   | N13°02'35"E |
| F75 | 42.51   | N02°04'47"E |
| F76 | 199.72  | S89°31'27"E |
| F77 | 209.88  | N89°53'27"E |
| F78 | 34.85   | S89°53'21"E |
| F79 | 145.20  | S89°53'21"E |
| F80 | 139.24  | N89°45'16"E |
| F81 | 145.97  | N89°56'11"E |
| F82 | 314.73  | N89°56'11"E |
| F83 | 733.25  | N89°57'29"E |
| F84 | 28.59   | S87°16'39"E |
| F85 | 39.41   | S87°11'21"E |
| F86 | 44.07   | S37°02'03"E |
| F87 | 37.24   | S88°27'16"E |
| F88 | 254.74  | S01°14'27"E |
| F89 | 35.93   | S24°13'41"E |
| F90 | 68.76   | S53°24'39"E |

LEGEND

- EXISTING FENCE
- CENTERLINE
- PARCEL LINE
- EASEMENT LINE
- BUILDING SETBACK LINE
- MATCH LINE
- EROSION HAZARD SETBACK LINE
- EH 11
- F12
- FLOODPLAIN LINE
- FOUND SURVEY MONUMENT AS DESCRIBED
- NEW 2" BRASS CAP SURVEY MONUMENT TO BE SET IN CONCRETE AND STAMPED BY A REGISTERED LAND SURVEYOR
- DETAIL NUMBER / SECTION LETTER
- BORE HOLE
- KEY NOTE
- DRAINAGE FLOW
- PROJECT BENCHMARK

FINAL PLAT FOR  
KAYENTA ESTATES

(A MINOR EXPEDITED RESIDENTIAL SUBDIVISION)

LOTS 1-27

A RESUBDIVISION OF LOTS 3&4 OF HIDDEN VALLEY BK 14 PG 56,  
LOCATED IN THE NORTH 1/2 OF THE NORTHEAST QUARTER OF SECTION 30,  
TOWNSHIP 17 SOUTH, RANGE 21 EAST, G.&S.R.M., COCHISE COUNTY, ARIZONA

8-06-02

SHEET 2 OF 6



DOUGLAS P. DERISCO  
REGISTERED LAND SURVEYOR  
ARIZONA REGISTRATION NO. 14172

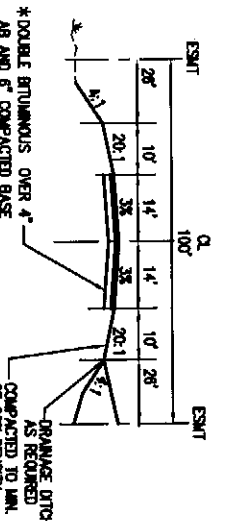
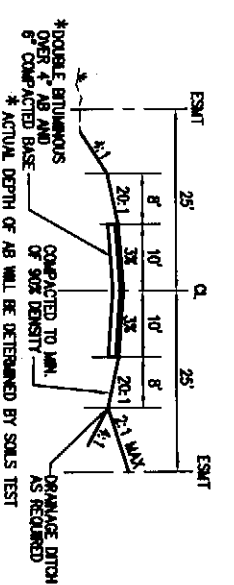
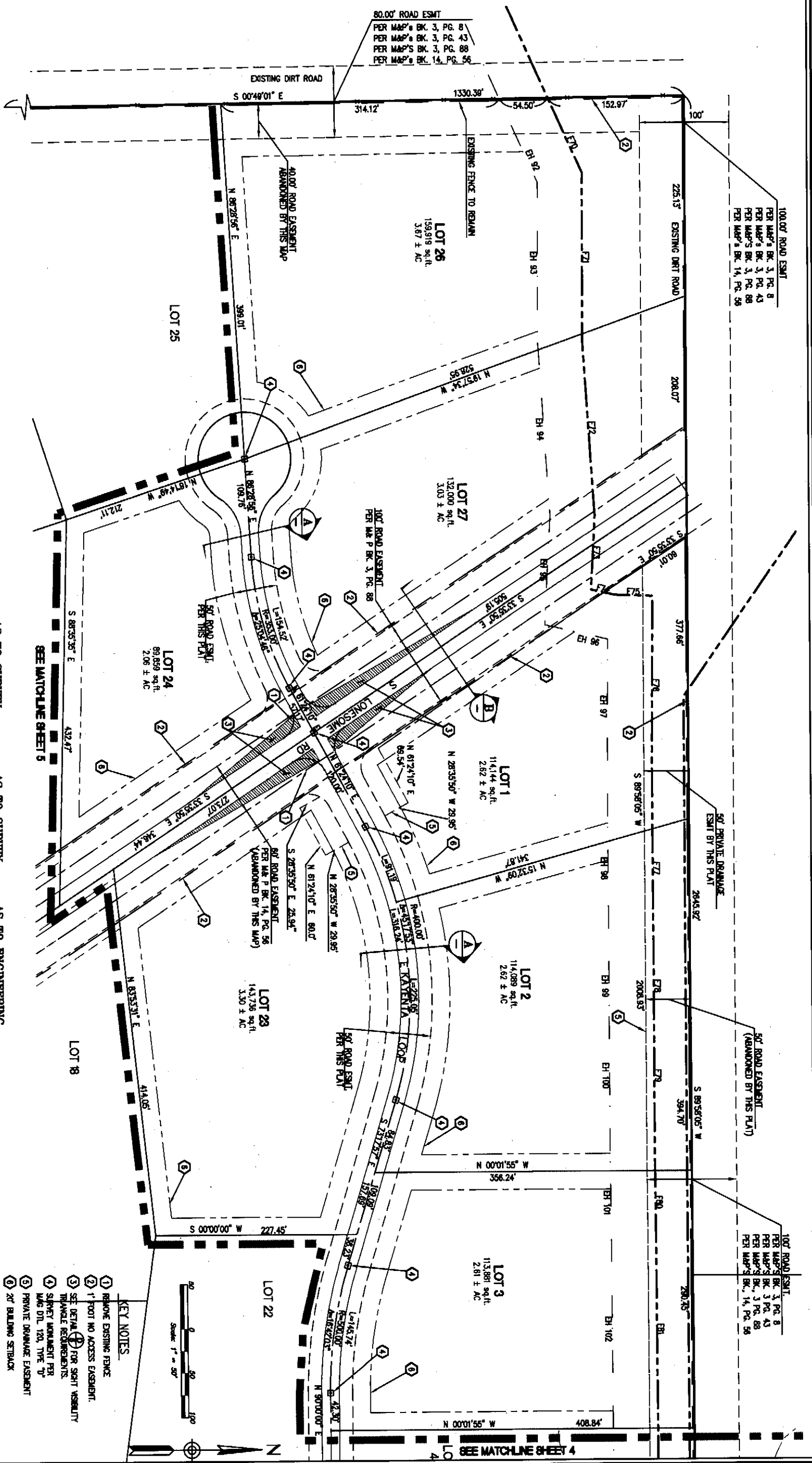


DANIEL E. TREIGLEY  
REGISTERED LAND SURVEYOR  
ARIZONA REGISTRATION NO. 27755



SAVADOR GARCIA  
REGISTERED PROFESSIONAL ENGINEER (P.E.)  
ARIZONA REGISTRATION NO. 41929





LOUIS P. DEBRESSO  
REGISTERED LAND SURVEYOR  
ARIZONA REGISTRATION NO. 14172

DANIEL R. JUREK  
REGISTERED LAND SURVEYOR  
ARIZONA REGISTRATION NO. 27755

SALVADOR GARCIA  
REGISTERED PROFESSIONAL ENGINEER (CIVIL)  
ARIZONA REGISTRATION NO. 41929

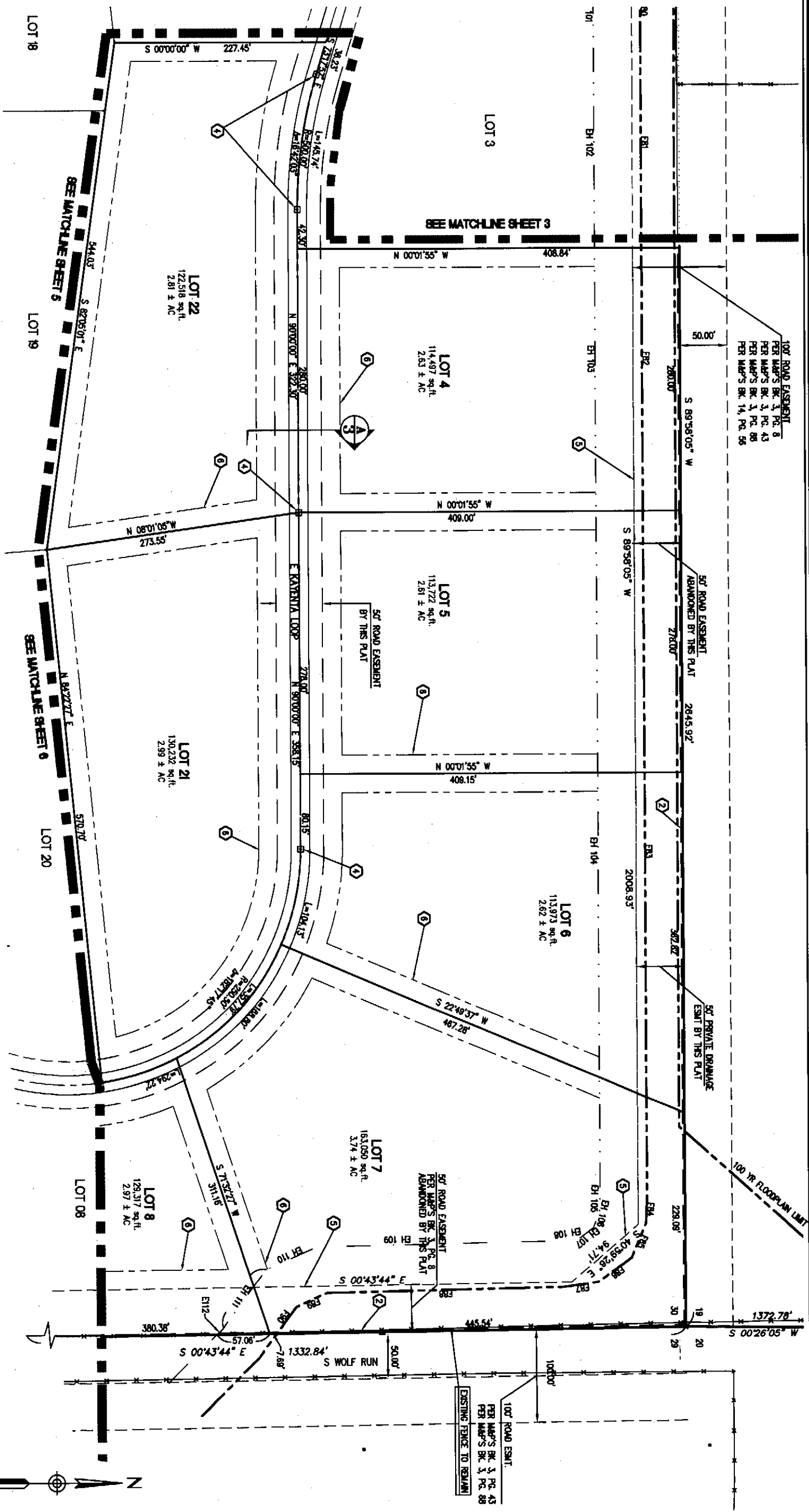
**FINAL PLAN FOR  
KAYENTA ESTATES**  
LOTS 1-27  
A RESUBDIVISION OF LOTS 3&4 OF HIDDEN VALLEY BK 14 PG 56,  
LOCATED IN THE NORTH 1/2 OF THE NORTHEAST QUARTER OF SECTION 30,  
TOWNSHIP 17 SOUTH, RANGE 21 EAST, G.S.B.M., COCHISE COUNTY, ARIZONA

Urban  
Engineering  
677 S. AVENUE WAY  
TUCSON, AZ 85711  
520.318.3600

1-800-782-5348

THESE ARE THE ORIGINALS OF THE RECORDING CERTIFIED TRUE AND CORRECT BY THE COUNTY CLERK OF COCHISE COUNTY, ARIZONA

SHEET 3 OF 6



KEY NOTES:

- ② 1' NO ACCESS EASEMENT.
- ④ SURVEY MONUMENT PER MAG DTL 120, TYPE "D"
- ⑤ PRIVATE DRAINAGE EASEMENT
- ⑥ 20' BUILDING SETBACK

**AS TO SURVEY**

## AS TO SURVEY

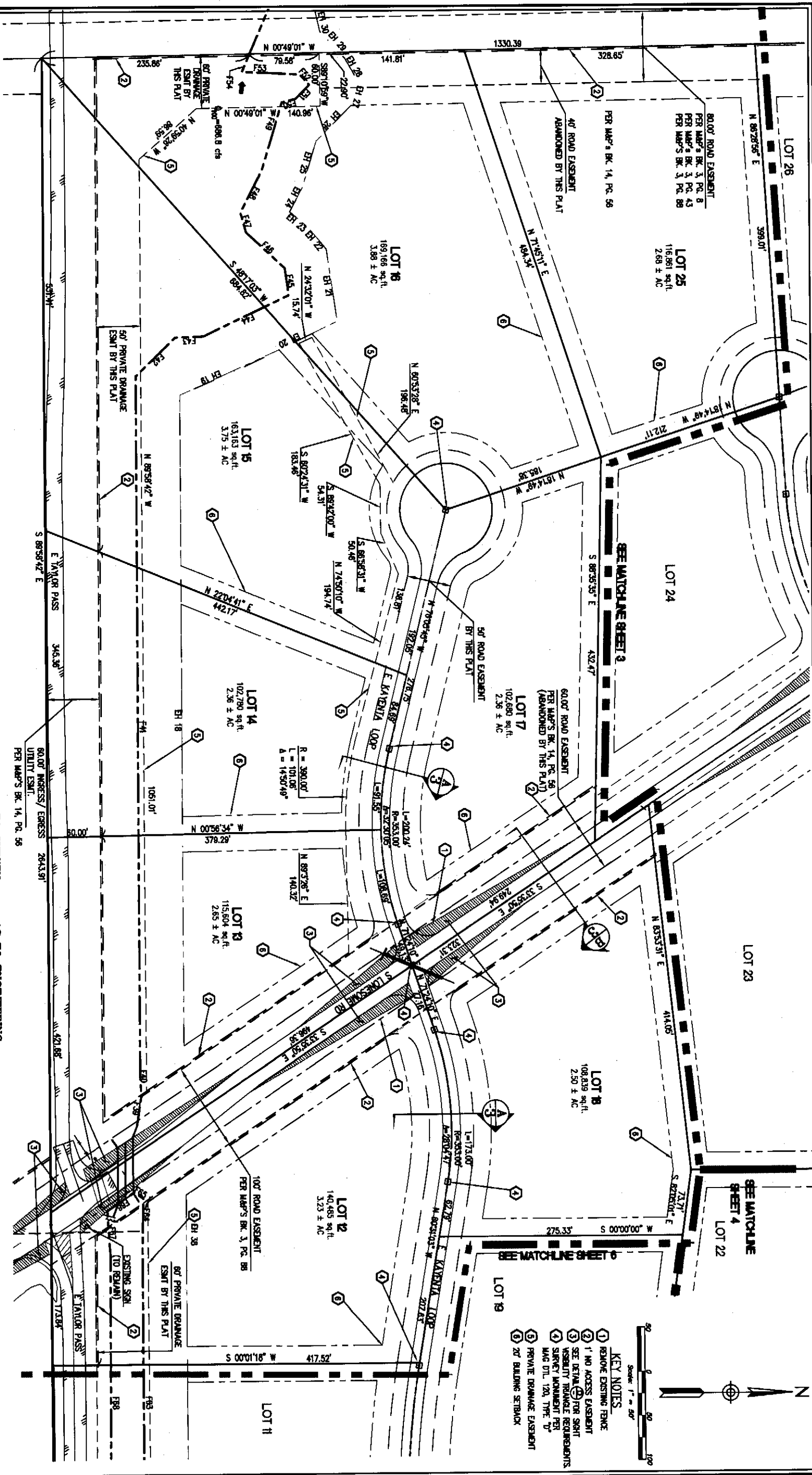
## AS TO ENGINEERING

**FINAL PLAT FOR  
KAYENTA ESTATES**

**(A MINOR EXPEDITED RESIDENTIAL SUBDIVISION)**

A RESUBDIVISION OF LOTS 3&4 OF HIDDEN VALLEY BK 14 PG 56,  
LOCATED IN THE NORTH 1/2 OF THE NORTHEAST QUARTER OF SECTION 30,  
TOWNSHIP 17 SOUTH, RANGE 21 EAST, G.&S.R.M., COCHISE COUNTY, ARIZONA.

**S-06-02**  
**SHEET 4 of 4**



**FINAL PLAT FOR  
KAYENTA ESTATES**

(A MINOR EXPEDITED RESIDENTIAL SUBDIVISION)

LOTS 1-27

A RESUBDIVISION OF LOTS 364 OF HIDDEN VALLEY BK 14 PG 56,  
LOCATED IN THE NORTH 1/2 OF THE NORTHEAST QUARTER OF SECTION 30,  
TOWNSHIP 17 SOUTH, RANGE 21 EAST, G&S.R.M., COCHISE COUNTY, ARIZONA

S-06-02

SHEET 5 OF 6



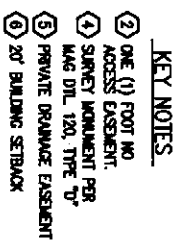
LOUIS P. DEPRESSO  
REGISTERED LAND SURVEYOR  
ARIZONA REGISTRATION NO. 14172

DANIEL R. TREBILAY  
REGISTERED PROFESSIONAL ENGINEER (CIVIL)  
ARIZONA REGISTRATION NO. 27755

SALVADOR GARCIA  
REGISTERED PROFESSIONAL ENGINEER (CIVIL)  
ARIZONA REGISTRATION NO. 41929



Urban  
Engineering  
877 S. Alvarado Way  
Tucson, AZ 85711  
520.318.3800



(A MINOR EXPEDITED RESIDENTIAL SUBDIVISION)

5-06-02

**SALVADOR GARCIA**  
REGISTERED PROFESSIONAL ENGINEER (CIVIL)  
ARIZONA REGISTRATION NO. 41929



THESE PLANS ARE THE PROPERTY OF  
NARM ENGINEERING INC.  
USE OF THE INFORMATION CONTAINED  
IN THIS DOCUMENT IS FOR YOUR  
INTERNAL USE ONLY. NO REPRODUCTION  
WITHOUT WRITTEN CONSENT IS GRANTED  
FROM NARM ENGINEERING INC.



## **COMMUNITY DEVELOPMENT DEPARTMENT**

*Planning, Zoning and Building Safety*

1415 Melody Lane, Bisbee, Arizona 85603

(520) 432-9240

Fax 432-9278

October 4, 2010

Mr. John Scully  
966 E. Grandview Dr.  
Ivins, UT 84738

Re: Kayenta Estates Subdivision, Docket S-06-02, Parcel #s 120-09-005 and 120-09-006 Assurance Agreement Extension

Dear Mr. Scully:

As you are aware, the Assurance Agreement for the 27 lot Kayenta Estates Subdivision will expire on March 26, 2011. Our department received your request for an extension of these Assurances on September 16, 2010 by letter, along with the required fee of \$500.

The Cochise County Subdivision Regulations, Section 501.01F states:

*F. The agreement must provide authorization for County to abandon the subdivision final plat and convert the property to unsubdivided land if the required improvements fail to be installed in compliance with the County's standard specifications within three years:*

- 1. The Planning Director, or representative, under authority vested by the Board of Supervisors, may extend the time specified to complete improvements for one (1) year if the purposes of these Regulations would still be served.*
- 2. The Board of Supervisors may extend the time specified to complete improvements for additional terms if the purposes of these Regulations would still be served.*
- 3. The subdivider must demonstrate that progress has been made to complete improvements or that an undue hardship would result.*

The Planning Department has **approved** your request to extend the Assurance Agreement for Kayenta Estates Subdivision for one year from the time of expiration which means this plat will now expire on **March 26, 2012**. The approval is conditioned upon the following:

1. The developer has agreed to provide the following off-site improvements to Lonesome Road:
  - A. Prior to any lot release:
    1. Downstream cut-off walls at the two dip crossings.
    2. Guardrail or other appropriate method of providing clear zone on the steep embankment area.

B. Prior to the release of the 20th lot:

1. Overlay road with two inches (2") of asphaltic concrete
  2. Prepare legal documentation to perfect right-of-way on Lonesome Road in a short stretch where there is some question as to alignment. The right-of-way dedication shall be at no cost to the County.
2. Prior to any lot release obtain a Determination of Water Adequacy from the Arizona Department of Water Resources.

Should you have any questions, feel free to call contact the Community Development Department at 520-432-9240.

Sincerely,

James E. Vlahovich  
Planning Director

Xc: Michael Turisk, Interim Planning Manager  
Docket File S-06-02 and Black Bear



## **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., Director*

June 20, 2012

Mr. John Scully  
966 E Grandview Drive  
Ivins, UT 84738

Pioneer Title Agency, Inc.  
PO Box 1900  
Sierra Vista, AZ 85636

#### **Re: Expired Assurance Agreement for Kayenta Estates, Docket S-06-02**

Dear Mr. Scully,

As you are aware, the Assurance Agreement for your subdivision called Kayenta Estates, expired on March 26, 2012. Our records indicate that the original Assurance Agreement was recorded on March 26, 2008. A one-year Administrative Extension was granted on September 23, 2010 with a new expiration date of March 26, 2012.

Per the Cochise County Subdivision Regulations, Article 5, Section 501.01.F: *"The agreement must contain provisions for the County to abandon the subdivision final plat and convert the property to unsubdivided land if the required improvements fail to be installed in compliance with the County's standard specifications within three years"*.

The Assurance Agreement also states in item #12 on page four that *"Trustee and Beneficiary hereby agree that in the event that the required improvements are not complete within the time period provided by paragraph 7, the County may replat that portion of the property..."* *"The purpose of the new plat will be to abandon the subdivision and return the property to approximately the same boundary configurations of record as existed before the subdivision plat was recorded..."*

While we are certainly aware of the current economic conditions, I would sincerely appreciate your cooperation in rectifying this situation as soon as possible. Please submit a written request to our office, asking for the Board of Supervisors to consider extending this agreement for an additional three years, accompanied with the required fee of \$500.00. Please coordinate the attached form for execution with Pioneer Title Agency, Inc. They will also be able to assist you through this process.

Please contact our office no later than July 20, 2012, to advise us of your intent. I will be happy to assist you in any way that I can. I look forward to hearing from you soon.

Sincerely,

Beverly Wilson  
Senior Planner  
Cochise County Community Development Department  
Planning, Zoning, and Building Safety  
1415 Melody Lane, Building E  
Bisbee, AZ 85603

520.432.9253

[bjwilson@cochise.az.gov](mailto:bjwilson@cochise.az.gov)

CC: Jim Vlahovich, Deputy County Administrator  
Carlos De La Torre, P.E., Director of Community Development  
Michael Turisk, Planning Manager

Attachments: Proposed Extension of Assurance Agreement Form  
Original Assurance Agreement



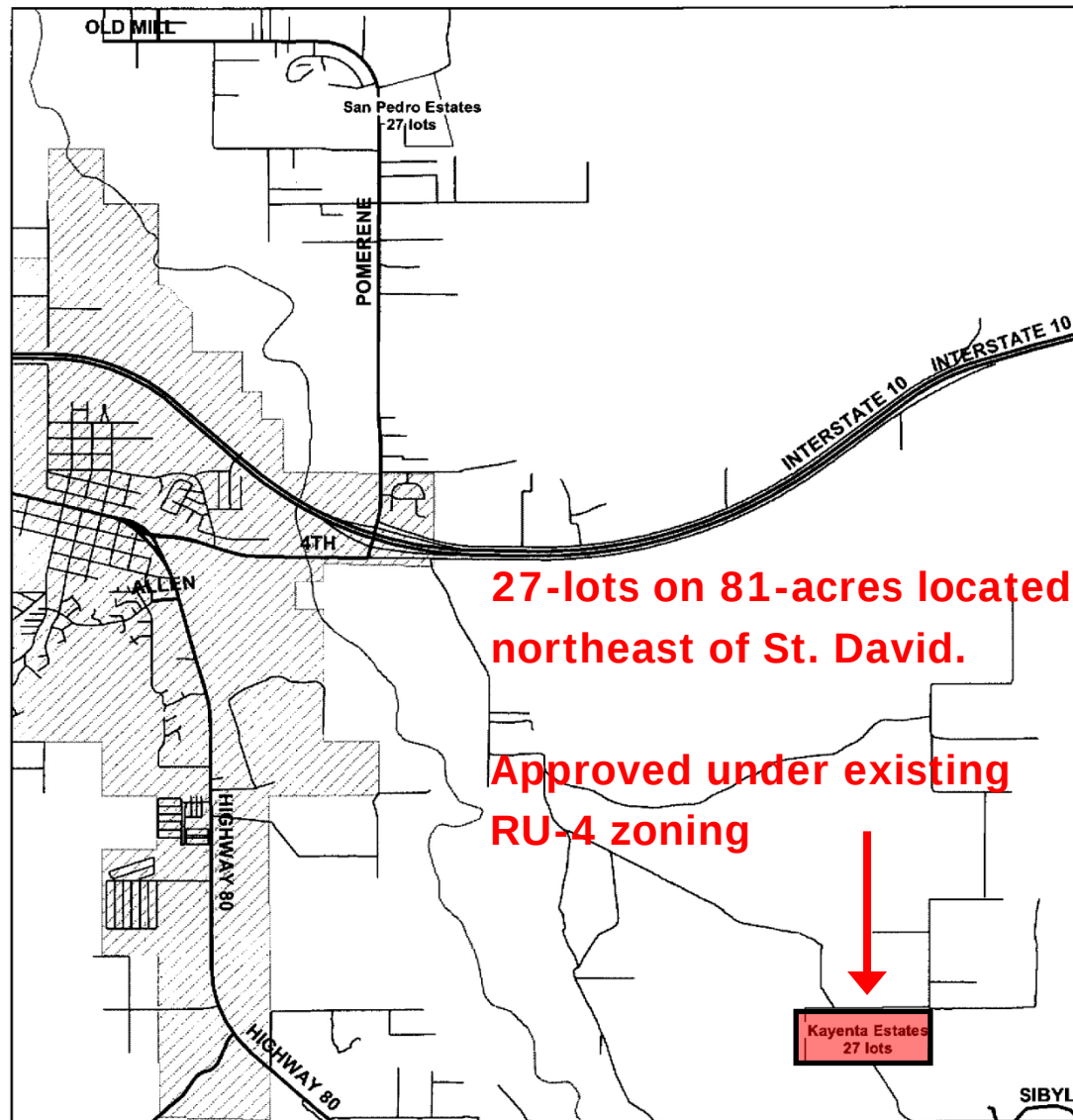
# **Request for Plat Abandonment for the Kayenta Estates Minor Subdivision (S-06-02)**



## **S-06-02**

# **Kayenta Estates Minor Subdivision**

- ◆ **Request from Developer to abandon.**
- ◆ **Final Plat was approved by the Board in 2008.**
- ◆ **Assurance Agreement was extended in 2010 and is now expired.**
- ◆ **No building permits have been issued and no evidence of lot lines, roadways or other infrastructure exists**
- ◆ **Would remove lot lines, subdivision boundaries, and easements.**



**27-lots on 81-acres located  
northeast of St. David.**

**Approved under existing  
RU-4 zoning**

### Legend

-  Incorporated City
-  Subdivision\*

\* Subdivisions that are either in process,  
have been final platted, and/or have lots released for sale since 1995.  
Check with Planning staff for the status of any given subdivision.

Benson (East) Area

0.3 0.15 0 0.3 Miles



Cochise County  
Planning Department  
March 29, 2007  
This map is for illustration purposes only.  
Boundaries depicted may not be exact.

# DEDICATION

I, THE UNDERSIGNED OWNER OF THE SAID LAND SHOWN ON THIS PLAT DO HEREBY CONSENT TO THE DEDICATION OF LAND IN THE MANNER SHOWN HEREON.

I, THE UNDERSIGNED, DO HEREBY HOLD HARMLESS THE COUNTY OF COCHISE, ITS SUCCESSORS AND AGENTS, THEIR EMPLOYEES, OFFICERS, AND AGENTS FROM ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF THE PROPERTY SHOWN ON THIS PLAT NOW AND IN THE FUTURE BY REASON OF FLOODING, FLOODING, EROSION, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE, FLOOD OR RAINFALL.

ROAD AND UTILITY EASEMENTS, AS SHOWN HEREON, ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND ARE GRANTED AS EASEMENTS TO THE PUBLIC AND ALL UTILITY COMPANIES FOR THE PURPOSES OF ACCESS, INSTALLATION AND MAINTENANCE OF UTILITIES.

SEWERAGE EASEMENTS, AS SHOWN HEREON, ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND ARE GRANTED AS EASEMENTS TO THE ASSOCIATION FOR THE PURPOSE OF ACCESS, AND MAINTENANCE OF SEWERAGEWAYS.

POWELL TRUST AGENTS, AN ARIZONA CORPORATION, AS TRUSTEE UNDER TITLE NO. 95948 AS TRUSTEE ONLY AND NOT OTHERWISE.

BY \_\_\_\_\_ TRUST OFFICER  
DATE \_\_\_\_\_

PURSUANT TO SECTION 13.405, THE NAME AND ADDRESS OF THE BENEVOLENT OF TRUST OF POWELL TRUST AGENTS, AN ARIZONA CORPORATION, TRUST NO. 95948 IS  
JOHN L. DEARLY  
180 FOREST VIEW DRIVE  
CLARK, IL 60320

## ACKNOWLEDGMENTS

STATE OF ARIZONA )  
COUNTY OF COCHISE )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_ WHO ACKNOWLEDGED HIMSELF TO BE THE TRUST OFFICER OF THE POWELL TRUST AGENTS, AN ARIZONA CORPORATION AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

NOTARY PUBLIC \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

## APPROVALS

THIS PLAT HAS BEEN REVIEWED AND IS APPROVED BY THE COCHISE COUNTY BOARD OF SUPERVISORS ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007.

BY \_\_\_\_\_ CHAIRMAN OF THE BOARD OF SUPERVISORS  
DATE \_\_\_\_\_

ATTEST: \_\_\_\_\_ CLERK OF THE BOARD OF SUPERVISORS  
DATE \_\_\_\_\_

PLANNING DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_

COUNTY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

COUNTY SHERIFF \_\_\_\_\_ DATE \_\_\_\_\_

COUNTY ATTORNEY \_\_\_\_\_ DATE \_\_\_\_\_

## RECORDING

STATE OF ARIZONA ) NO. \_\_\_\_\_  
COUNTY OF COCHISE ) REC. \_\_\_\_\_

THIS INSTRUMENT WAS RECORDED AT THE REQUEST OF COCHISE COUNTY

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007, AT \_\_\_\_\_, IL IN BOOK \_\_\_\_\_

OF MAPS AND PLATS AT PAGE \_\_\_\_\_ THEREOF.

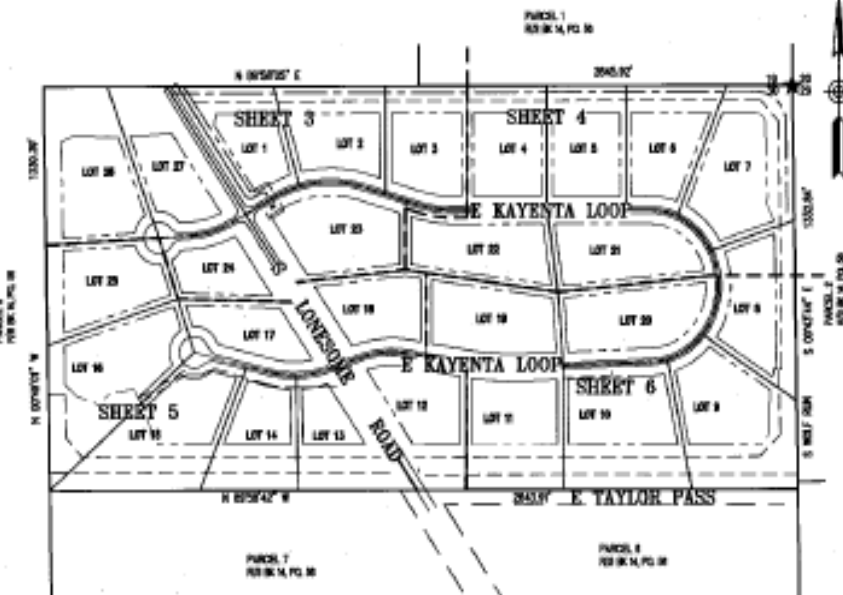
COCHISE COUNTY RECORDER \_\_\_\_\_ DEPUTY RECORDER \_\_\_\_\_

# FINAL PLAT FOR KAYENTA ESTATES

(A MINOR EXPEDITED RESIDENTIAL SUBDIVISION)

LOTS 1-27

LOCATED IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 17 SOUTH, RANGE 21 EAST, G&S.R.M., COCHISE COUNTY ARIZONA



## LEGAL DESCRIPTION

THE NORTH ONE HALF OF THE NORTHEAST ONE QUARTER OF SECTION 30, TOWNSHIP 17 SOUTH, RANGE 21 EAST, G&S.R.M. AND S&T 10000000, COCHISE COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING AT THE NORTHEAST CORNER OF SAID SECTION 30, MONUMENTED BY A 3" OPEN PIPE (SEEDED LOGS).

THENCE ALONG THE EAST LINE OF SAID NORTHEAST ONE QUARTER OF SECTION 30, SOUTH 89°45'10" EAST A DISTANCE OF 1350.00 FEET TO THE SOUTHWEST CORNER OF SAID NORTH HALF OF THE NORTHEAST ONE QUARTER;

THENCE ALONG THE SOUTH LINE OF SAID NORTH HALF NORTH 89°45'10" WEST A DISTANCE OF 1350.00 FEET TO THE SOUTHWEST CORNER OF SAID NORTH HALF;

THENCE ALONG THE WEST LINE OF SAID NORTH HALF NORTH 02°45'10" WEST A DISTANCE OF 1350.00 FEET TO THE NORTHEAST CORNER OF SAID NORTHEAST ONE QUARTER, BEING MONUMENTED BY A 3" OPEN PIPE.

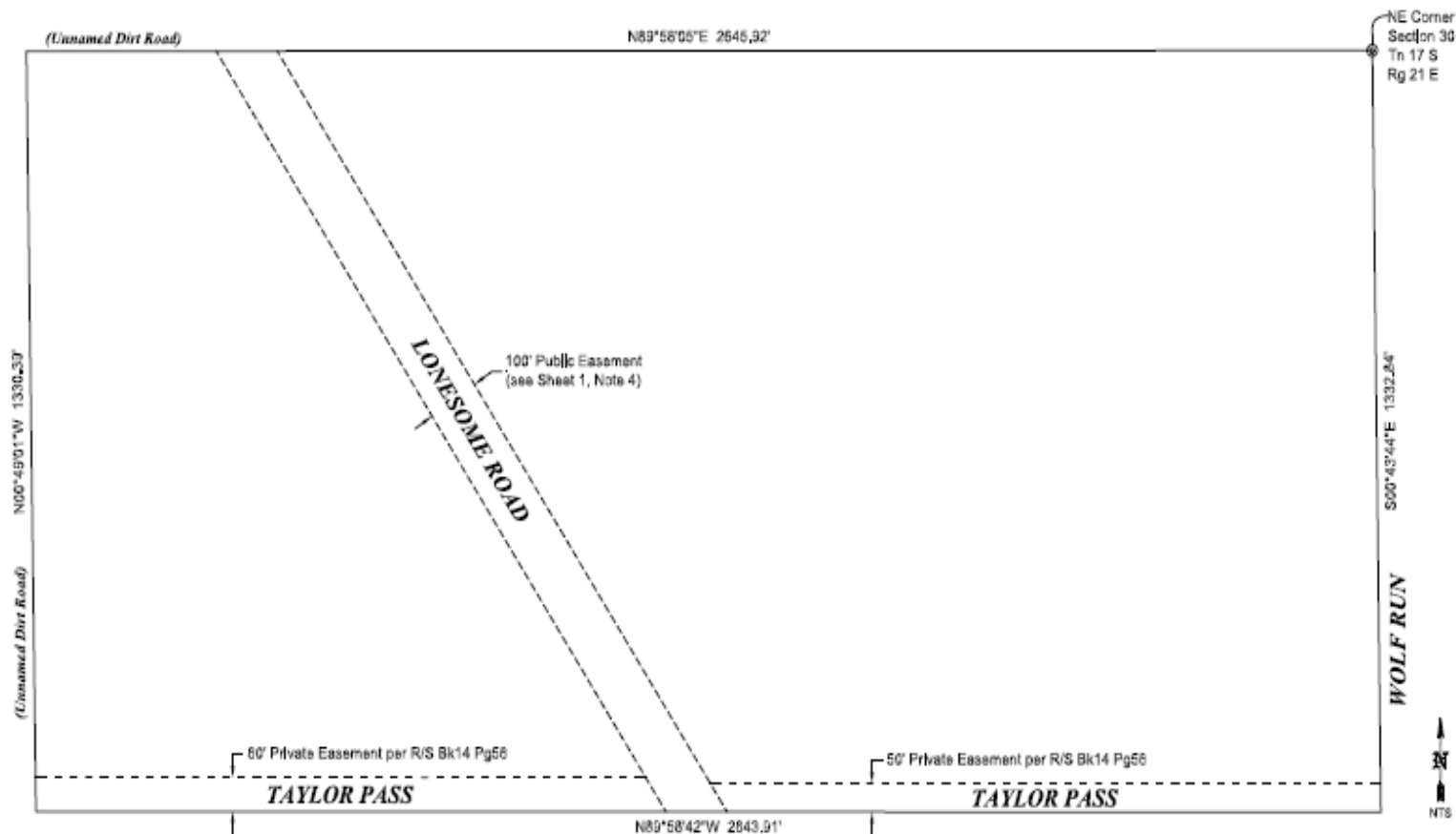
THENCE ALONG THE NORTH LINE OF SAID SECTION 30, NORTH 89°45'10" EAST A DISTANCE OF 1350.00 FEET TO THE NORTHEAST CORNER OF SAID SECTION 30 AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 66.66 ACRES MORE OR LESS.

## NOTES

1. THIS IS A RESUBDIVISION OF HIDDEN VALLEY LOTS 344 BK. 14 PG. 56. LOTS 1945, BK. 3, PG. 5, AND 201, BK. 3, PG. 43, (NORTH 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158, 1159, 1160, 1161, 1162, 1163, 1164, 1165, 1166, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363, 1364, 1365, 1366, 1367, 1368, 1369, 1370, 1371, 1372, 1373, 1374, 1375, 1376, 1377, 1378, 1379, 1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1389, 1390, 1391, 1392, 1393, 1394, 1395, 1396, 1397, 1398, 1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1420, 1421, 1422, 1423, 1424, 1425, 1426, 1427, 1428, 1429, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1440, 1441, 1442, 1443, 1444, 1445, 1446, 1447, 1448, 1449, 1450, 1451, 1452, 1453, 1454, 1455, 1456, 1457, 1458, 1459, 1460, 1461, 1462, 1463, 1464, 1465, 1466, 1467, 1468, 1469, 1470, 1471, 1472, 1473, 1474, 1475, 1476, 1477, 1478, 1479, 1480, 1481, 1482, 1483, 1484, 1485, 1486, 1487, 1488, 1489, 1490, 1491, 1492, 1493, 1494, 1495, 1496, 1497, 1498, 1499, 1500, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516, 1517, 1518, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1553, 1554, 1555, 1556, 1557, 1558, 1559, 1560, 1561, 1562, 1563, 1564, 1565, 1566, 1567, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, 1581, 1582, 1583, 1584, 1585, 1586, 1587, 1588, 1589, 1590, 1591, 1592, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1618, 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627, 1628, 1629, 1630, 1631, 1632, 1633, 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1667, 1668, 1669, 1670, 1671, 1672, 1673, 1674, 1675, 1676, 1677, 1678, 1679, 1680, 1681, 1682, 1683, 1684, 1685, 1686, 1687, 1688, 1689, 1690, 1691, 1692, 1693, 1694, 1695, 1696, 1697, 1698, 1699, 1700, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726, 1727, 1728, 1729, 1730, 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1739, 1740, 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 1751, 1752, 1753, 1754, 1755, 1756, 1757, 1758, 1759, 1760, 1761, 1762, 1763, 1764, 1765, 1766, 1767, 1768, 1769, 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780, 1781,

# ABANDONMENT PLAT KAYENTA ESTATES



## APPROVAL:

The Cochise County Board of Supervisors does hereby certify that this plat was approved on the \_\_\_\_\_ day of \_\_\_\_\_, 2012 pursuant to Resolution No. \_\_\_\_\_.

By \_\_\_\_\_ Attorney  
Chairman Clerk of the Board

## RECORDING:

This plat was filed for record at the request of Cochise County on the \_\_\_\_\_ day of \_\_\_\_\_, 2012 in Book \_\_\_\_\_ of Maps A, Plate, Page \_\_\_\_\_.

Fee \$ \_\_\_\_\_  
Cochise County Recorder

## NOTES:

1. This plat shows the subdivision known as Kayenta Estates and recorded in Book 15 of Maps & Plats at Pages 15 through 15E as filed in the office of the Cochise County Recorder.
2. All Lot lines as set forth on Sheet 2 of 2 of this plat are hereby extinguished.
3. All Road Easements, Drainage Easements, and New Access Easements as set forth on Sheet 2 of 2 of this plat are hereby extinguished.
4. A 100' wide strip of land was surveyed to the public for Lonesome Road in fee-interest per Kayenta Estates. A 100' wide easement for Lonesome Road was granted to the public prior to Kayenta Estates per Record of Survey Book 2 Pages 18 through 18E. The fee-interest in Lonesome Road while reserving a 100' wide easement, for public roadway purposes, across the same width and alignment as the fee-interest strip of land. It is the intent of the fee-interest abandonment and easement reservation to vest/btain public easement rights for Lonesome Road which existed prior to the fee-interest dedication. As with the fee-interest dedication and prior easement, Cochise County does not assume liability or maintenance responsibility until such time as the road is eligible for maintenance and has been accepted for maintenance by the Cochise County Board of Supervisors.
5. Right-of-way or easements for existing public utilities shall continue as they existed prior to abandonment.

## SHEET INDEX:

- Sheet 1 • Status, depiction of subject property after abandonment action.  
Sheet 2 • Depiction of Kayenta Estates, which is being abandoned.

## LEGEND:

- \_\_\_\_\_ Dashed line  
\_\_\_\_\_ Public easement, reserved by Cochise County to retain/vest public easement rights that existed prior to Kayenta Estates (see Sheet 1, Note 4)  
\_\_\_\_\_ Private easement, granted and/or established prior to Kayenta Estates and not affected by this action

## ABANDONMENT PLAT KAYENTA ESTATES

## DEPICTION OF SUBJECT PROPERTY AFTER ABANDONMENT ACTION

Located in the North 1/2 of the Northeast 1/4 of Section 30, Township 17 South, Range 21 East, G.B.S.R.M., Cochise County, Arizona











# Recommendation

- ◆ **Approve the Resolution to abandon the Final Plat and Assurances.**
- ◆ **Authorize the Chairman to sign the Resolution and the Record of Survey to return property to original parcel boundaries.**

**RESOLUTION 12-**  
**AUTHORIZING THE ABANDONMENT OF THE KAYENTA ESTATES**  
**SUBDIVISION**

**WHEREAS**, Cochise County and Pioneer Title Agency, Inc., an Arizona Company, as Trustee under Trust No. 958145 for John J. Scully, as Beneficiary of Trust No. 958145, entered into an Assurance Agreement for the completion of certain improvements for the Kayenta Estates Subdivision, Docket No. S-06-02, by the deadline of March 26, 2011, as recorded in Book 15, pages 95 through 95E of maps and plats in the Office of the Cochise County Recorder by Fee No. 080307969. Said Agreement was recorded on March 26, 2008 by Fee No. 080307969 with the Office of the County Recorder; and

**WHEREAS**, Cochise County and Pioneer Title Agency, Inc., an Arizona Company, as Trustee under Trust No. 958145 for John J. Scully, as Beneficiary of Trust No. 958145, entered into a one year extension of said Assurance Agreement, extending the deadline to for the completion of certain improvements March 26, 2012, as recorded in Book 15, pages 95 through 95E of maps and plats in the Office of the Cochise County Recorder by Fee No. 201213661. Said Agreement was recorded on June 20, 2012 by Fee No. 201213661 with the Office of the County Recorder; and

**WHEREAS**, said improvements were not completed by the March 26, 2012 deadline; and

**WHEREAS**, John J. Scully as the beneficiary of Trust No. 958145, requested abandonment of the Final Plat; and

**WHEREAS**, the Assurance Agreement provides that if the improvements are not timely made, "the County may replat that portion of the property described in paragraph 1 for which a release of assurances has not been given." The purpose of the new plat will be to abandon the subdivision and return the property to approximately the same boundary configurations of record as existed before the subdivision plat was recorded, retaining a public easement across the property as it existed before the subdivision plat was recorded; and

**WHEREAS**, it is therefore now necessary to replat the Subdivision Plat for Kayenta Estates which had been approved by the Board of Supervisors as Docket No. S-06-02, and recorded in Book 15, pages 95 through 95E of maps and plats in the Office of the Cochise County Recorder by Fee No. 080307969; and

**WHEREAS**, County staff has prepared an Abandonment of Plat, which is attached hereto as Exhibit A; and

**RESOLUTION 12-**

**Re: Authorizing the Abandonment of the Kayenta Estates Subdivision**

**Page 2**

**WHEREAS**, the effect of the Abandonment of Plat will extinguish lot lines, common area boundaries and subdivision boundaries, and otherwise return the subject property to approximately the same boundary configurations of record as existed before the subdivision plat was recorded; and

**WHEREAS**, the Trustee and Beneficiary were provided thirty (30) days notice of the intent to replat,

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that the Cochise County Board of Supervisors hereby authorizes and directs abandonment of the Kayenta Estates Subdivision Plat and authorizes and directs the execution and recording of the Abandonment of Plat set forth as Exhibit A hereto.

**PASSED AND ADOPTED** by the Board of Supervisors of Cochise County, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Richard R. Searle, Chairman  
Board of Supervisors

**ATTEST:**

\_\_\_\_\_  
Gussie Motter  
Deputy Clerk of the Board

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Adam Ambrose  
Civil Deputy County Attorney

Exempt pursuant to  
A.R.S. 11-1134.A.3

**QUIT CLAIM DEED**

For full and fair consideration, Cochise County, State of Arizona, does hereby quit claim to **PIONEER TITLE AGENCY, INC., an Arizona corporation, as Trustee under Trust No. 958145**, heirs or assigns, all right, title, or interest in the following real property situated in Cochise County, Arizona.

*The fee-interest of that 100.00 foot wide strip of land, known as Lonesome Road, dedicated to the public per Maps & Plats Book 15 Pages 95 through 95E, as filed in the office of the Cochise County Recorder.*

Reserving unto Cochise County, the same 100.00 foot wide strip of land, described above, as an easement for public roadway purposes.

It is the intent of this conveyance to restore/retain public easement rights for Lonesome Road which existed prior to the fee-interest dedication. As with the fee-interest dedication and prior easement, Cochise County does not assume liability or maintenance responsibility until such time as the road is eligible for maintenance and has been accepted for maintenance by the Cochise County Board of Supervisors.

Subject to the same encumbrances, liens, limitation, restriction, estates as exist on the land to which it accrues, pursuant to A.R.S. 28-7205.

Subject to easements for existing utilities, pursuant to A.R.S. 28-7210.

Pursuant to A.R.S. 33-404, the beneficiary of the Trust is:

John J. Scully  
185 Forrest View Drive  
Elgin, IL 60120

The undersigned is authorized to execute this document pursuant to Resolution No. 12-\_\_\_\_ adopted by the Cochise County Board of Supervisors.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Richard Searle, Chairman  
Board of Supervisors

STATE OF ARIZONA        )  
                                          ) ss.  
COUNTY OF COCHISE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012, by Richard Searle, for the purpose and consideration herein contained.

My Commission Expires:

\_\_\_\_\_  
Notary Public

**Action 10.  
Solid Waste**

**Regular Board of Supervisors Meeting**

**Meeting Date:** 12/04/2012

Award of Bid - Landfill Expansion Project

**Submitted By:** Dave Seward, Procurement

**Department:** Procurement

**Presentation:** No A/V Presentation

**Recommendation:** Approve

**Document Signatures:** BOS Signature Required

**# of ORIGINALS** 2

**Submitted for Signature:**

**NAME  
of PRESENTER:** Dave Seward

**TITLE  
of PRESENTER:** Dave  
Seward

**Mandated Function?:** Federal or State Mandate

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

**Docket Number (If applicable):**

---

**Information**

**Agenda Item Text:**

Approve the award of Invitation for Bids (IFB) No. 13-11-SWD-04 to Lawrence Construction Company, DBA LCCO Construction, for the Western Regional Landfill Cell 3B Liner and Cell 4 Excavation Project in the amount of \$1,832,863.34.

**Background:**

The scope of this project is to provide all material, labor and equipment required to install the Cell 3B liner and to excavate approximately 517,800 cubic yards of earth at Cell 4. The Engineer's estimate for this project was \$732,586 for Cell 3B and \$1,682,850 for Cell 4. Cell 4 was listed as an add alternate to the Cell 3B bid contingent on availability of funding.

IFB No. 13-11-SWD-04 was prepared and released on September 20, 2012. The bid was advertised in the Arizona Range News on September 26 and October 3, 2012. Bid notices were mailed to 62 Contractor's registered in the Procurement database. The bid was posted on the County Procurement website as well as several plan rooms throughout Arizona. An on-site job walk/pre-bid meeting was held on October 17, 2012. Five bids were received by the IFB closing date and time of November 8, 2012, at 2:00 p.m. The recommendation is to award the add alternate (Bid item #17) for the excavation of Cell 4 for reasons of economies of scale and the competitive pricing received. Attached is a copy of the bid tabulation.

**Department's Next Steps (if approved):**

Execute Contract.

Obtain required bonds and certificates of insurance.

Issue Notice to Proceed.

Manage construction of project to include inspections and payments of invoices.

**Impact of NOT Approving/Alternatives:**

Solid Waste would not have the capacity at the landfill to receive refuse and would have to explore alternative disposal options at a higher cost.

**To BOS Staff: Document Disposition/Follow-Up:**

Procurement will drop off two signed copies of the contract to the Clerk's Office as soon as they are received from the Contractor.

---

### **Fiscal Impact**

**Fiscal Year:**

**One-time Fixed Costs? (\$\$\$):**

**Ongoing Costs? (\$\$\$):**

**County Match Required? (\$\$\$):**

**A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):**

**Source of Funding?:**

**Fiscal Impact & Funding Sources (if known):**

This project is funded partially by the Solid Waste landfill development account and the remainder will be funded through the general fund as a loan for \$200,000/year.

---

### **Attachments**

Bid Tabulation

# COCHISE COUNTY

## PROCUREMENT DEPARTMENT

IFB NO: 13-11-SWD-04

Western Regional Landfill Cell 3B Liner

Opening Date: 11-08-2012 @ 2:00 p.m.

Buyer: Terry Hudson

R.E. Monks  
Construction Co.  
Fountain Hills, AZ

Lawrence  
Construction Co.,  
Phoenix, AZ

SunWestern  
Contractors,  
Tucson AZ

Meridian  
Engineering Co.,  
Tucson, AZ

KE&G Construction,  
Inc., Sierra Vista, AZ

Lump Sum Grand Total items 1-16

\$838,614.59

\$616,033.34

\$791,929.35

\$901,192.00

\$721,967.19

Add Alternate item 17

\$1,423,950.00

\$1,216,830.00

\$1,451,736.00

\$1,014,888.00

\$1,227,186.00

All or None

Yes

Yes

No

No

No

Grand Total

\$2,262,564.59

\$1,832,863.34

\$2,243,665.35

\$1,916,080.00

\$1,949,153.19

