

Board of Supervisors

Ann English
Chairman
District 2

Richard R. Searle
Vice-Chairman
District 3

Patrick G. Call
Supervisor
District 1



Michael J. Ortega
County Administrator

James E. Vlahovich
Deputy County Administrator

Katie A. Howard
Clerk

AGENDA FOR REGULAR BOARD MEETING
Tuesday, February 12, 2013 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 January 29, 2013.
2. Approve the appointments of the following persons as Precinct Committee persons for the Democratic Party of Cochise County: Precinct #01 BE Benson, Kathy E. Suagee and Mark A. Suagee; Precinct #04 BI Bisbee, Daniel Frey; Precinct #10 DO Carlson, Gloria Lopez; Precinct #11 DO Castro Park, Sheila Anne Rogers; Precinct #20 Pirtleville, Cornelia Munoz; Precinct #21 Pomerene, Christopher Early; Precinct #26 SV Avenida Del Sol, Frances G. Hills; Precinct #32 SV Country Club, Mary Catherine Willis; Precinct #37 SV Ramsey, Roland P. Bockhorst.

Community Development

3. Adopt Resolution 13-02, abandoning the alleyway within block 10 of the Bowie Townsite as described therein.

Facilities

4. Approve the Airport Development Reimbursable Grant Agreement E3F2M with ADOT in the amount of \$31,633 for rehabilitation and construction of Taxiway A-2 at the Bisbee-Douglas International Airport.

Finance

5. Approve demands and budget amendments for operating transfers.

Health

6. Approve Purchase Order # ADHS11-007047:2 for IGA# ADHS11-007047, Health Start Program between the Arizona Department of Health Services, Bureau of Women's and Children's Health, and Cochise Health & Social Services for the period of 7/1/2012 to 6/30/2013 in the annual amount of \$202,828.
7. Approve a Memorandum of Understanding between Joan Werner, property owner of 42 Main Street in Bisbee, and Cochise County for the purpose of providing cold storage of human remains; evoked in the event of a disaster or emergency resulting in mass fatalities in Cochise County; effective for five years with five-year automatic renewals and a thirty-day notice of termination.

PUBLIC HEARINGS

Board of Supervisors

8. Approve a person transfer liquor license application for a series #9 (liquor store) liquor license submitted by Mr. Wayne R. DeMarsico for High Desert Country Store located at 2093 Arabian Lane, Cochise, 85606.

ACTION

County Sheriff

9. Adopt Resolution 13-03 granting permission for the Cochise County Sheriff's Office to apply for grant funding from the Governor's Office of Highway Safety for Arizona's Fiscal Year 2014 Highway Safety Plan.

STATE & FEDERAL LEGISLATION

10. Discussion and possible action regarding state and federal legislative matters, including but not limited to the items in the attached County Supervisors Association Legislative Policy Committee Agenda and the proposed State budget.

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

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Report by District 2 Supervisor, Ann English

Report by District 3 Supervisor, Richard Searle

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

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

"PUBLIC PROGRAMS, PERSONAL SERVICE"

Regular Board of Supervisors Meeting

Meeting Date: 02/12/2013

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 January 29, 2013.

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.

Board of Supervisors

Regular Board of Supervisors Meeting**Meeting Date:** 02/12/2013

Democrat Precinct Committee Members

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 appointments of the following persons as Precinct Committee persons for the Democratic Party of Cochise County: Precinct #01 BE Benson, Kathy E. Suagee and Mark A. Suagee; Precinct #04 BI Bisbee, Daniel Frey; Precinct #10 DO Carlson, Gloria Lopez; Precinct #11 DO Castro Park, Sheila Anne Rogers; Precinct #20 Pirtleville, Cornelia Munoz; Precinct #21 Pomerene, Christopher Early; Precinct #26 SV Avenida Del Sol, Frances G. Hills; Precinct #32 SV Country Club, Mary Catherine Willis; Precinct #37 SV Ramsey, Roland P. Bockhorst.

Background:

Requested by the Cochise County Democratic Committee and verified as eligible by the County Elections department.

Department's Next Steps (if approved):

Send letters to those approved with copies to Elections and to Cochise County Republican and Democrat Parties.

Impact of NOT Approving/Alternatives:

Vacancies will exist in these positions.

To BOS Staff: Document Disposition/Follow-Up:

Send letters to committee members.

AttachmentsPrecinct CommitteePrecinct Committee 2

PRECINCT COMMITTEE PERSON VERIFICATION FORM

[illegible]



RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS

2013 JAN 23 A 11:55

Cochise County Democratic Committee
P.O. Box 3233
Sierra Vista, AZ 85636
January 21, 2013

Cochise County Board of Supervisors
1415 Melody Lane, Building G
Bisbee, AZ, 85603

Dear Supervisors,

Request you appoint the 5 qualified registered Democrats at the attached list to become Precinct Committee Members with the Cochise County Democratic Committee, at your earliest convenience.

Respectfully,

Patricia V. Fleming
Chair, Cochise County Democratic Committee
H: (520) 378-4386
Email: pvfleming@cox.net

Enclosure: List of 5 Nominations for Appointment

OK

RECEIVED JAN 25 2013
MRE

Cochise County
Democratic Committee
Nomination for Appointment
to Precinct Committee 2013-2014

LastName	FirstName	MiddleName	PrecinctName	StreetNo	StreetPrefix	StreetName	StreetType	City	Zip5
Early	Christopher	R	Pomerene	1951	N	Cascabel	Rd	Benson	85602
Lopez	Gloria	X	Do Carlson	2030	E	12th	St	Douglas	85607
Munoz	Cornelia		Pirtleville	504	W	Fir	Ave	Pirtleville	85626
Rogers	Sheila	Anne	Do Castro Park	858	E	14th	St	Douglas	85607
Willis	Mary	Catherine	Sv Country Club	2609		Player	Ave	Sierra Vista	85650

1/21/2013

OK
RECEIVED JAN 25 2013
MRF

P. Fleming
Chair, Cochise County Democratic Committee

PRECINCT COMMITTEEPERSON VERIFICATION FORM

LAST NAME	FIRST NAME	MIDDLE NAME	ADDRESS/PO BOX	PARTY	PRECINCT	# PC NEEDED	CURRENT # OF PC	APPROVE	DO NOT APPROVE	DATE	INITIALS
Suage	E	Kathy	374 W Duane St P.O. Box 1074 Benson, AZ 85602	Dem	01 BE Benson	5	0	X		2/5/2013	myke
Suage	Mark	A	374 W Duane St P.O. Box 1074 Benson, AZ 85602	Dem	01 BE Benson	5	0	X		2/5/2013	myke
Frey	Daniel	C	606 A Tombstone Cyn P.O. Box 525 Bisbee, AZ 85603	Dem	04 BI Bisbee	8	5	X		2/5/2013	myke
Hills	Frances	G	982 San Simeon Dr Sierra Vista, AZ 85635	Dem	26 SV Avenida Del Sol	5	3	X		2/5/2013	myke
Bockhorst	Roland	P	6206 S Calle De La Menta Hereford, AZ 85615	Dem	37 SV Ramsey	3	0	X		2/5/2013	myke

Regular Board of Supervisors Meeting**Community Development****Meeting Date:** 02/12/2013

Alleyway In Bowie Abandonment

Submitted By: Frances Martinez, Community Development**Department:** Community Development**Division:**

Right of Way

Presentation: No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS Submitted for Signature:** 1**NAME of PRESENTER:** Karen Riggs**TITLE of PRESENTER:** Interim Director**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate**Source of Mandate or Basis for Support?:**

Information**Agenda Item Text:**

Adopt Resolution 13-02, abandoning the alleyway within block 10 of the Bowie Townsite as described therein.

Background:

Richard and Joanna Hall the owners of APN 302-27-037 and -037A requested an abandonment of the 20' wide alleyway. When the property APN 302-27-037A was purchased in 1972 the applicant had their home and other structures built. In 2001 the applicant was able to purchase APN 302-27-037 for their livestock. Now the applicant wishes to combine both parcels to make one large parcel. Approval of the abandonment request would eliminate the applicants concern regarding the placement of the buildings. Please see attached application.

A review of the criteria for the abandonment was conducted as follows:

- The alleyway is not on a section or mid-section line and does not provide sole legal access to any current parcel.
- The Transportation Planner had no objections to the abandonment and her comments are attached.
- Two local utilities, SW Gas Corporation and Sulphur Springs Valley Electric Co-Op were contacted and no objections were received.
- Compensation for the proposed abandoned alleyway was determined to be \$200 based on the land values in Bowie. That amount has been received.

In as much there are no objections, the alleyway is unnecessary for public road use, this department recommends full abandonment.

Department's Next Steps (if approved):

If abandoned, and once abandonment documents have been executed, no further Board action is required.

Impact of NOT Approving/Alternatives:

If abandonment is not approved, the unused alleyway will remain a public right-of-way.

To BOS Staff: Document Disposition/Follow-Up:

Please return a copy of the recorded documents to H&F, attn: Pam Hudgins.

Attachments

Map for ExecSummaryBowieAbandonment

ResolutionBowieAbandonment

QuitClaimDeedBowieAbandonment

ApplicationBowieAbandonment

MemoTransp.PlannerBowieAbandonment

LettersFromUtilitiesBowieAbandonment

LocationMapBowieAbandonment



Map for Executive Summary

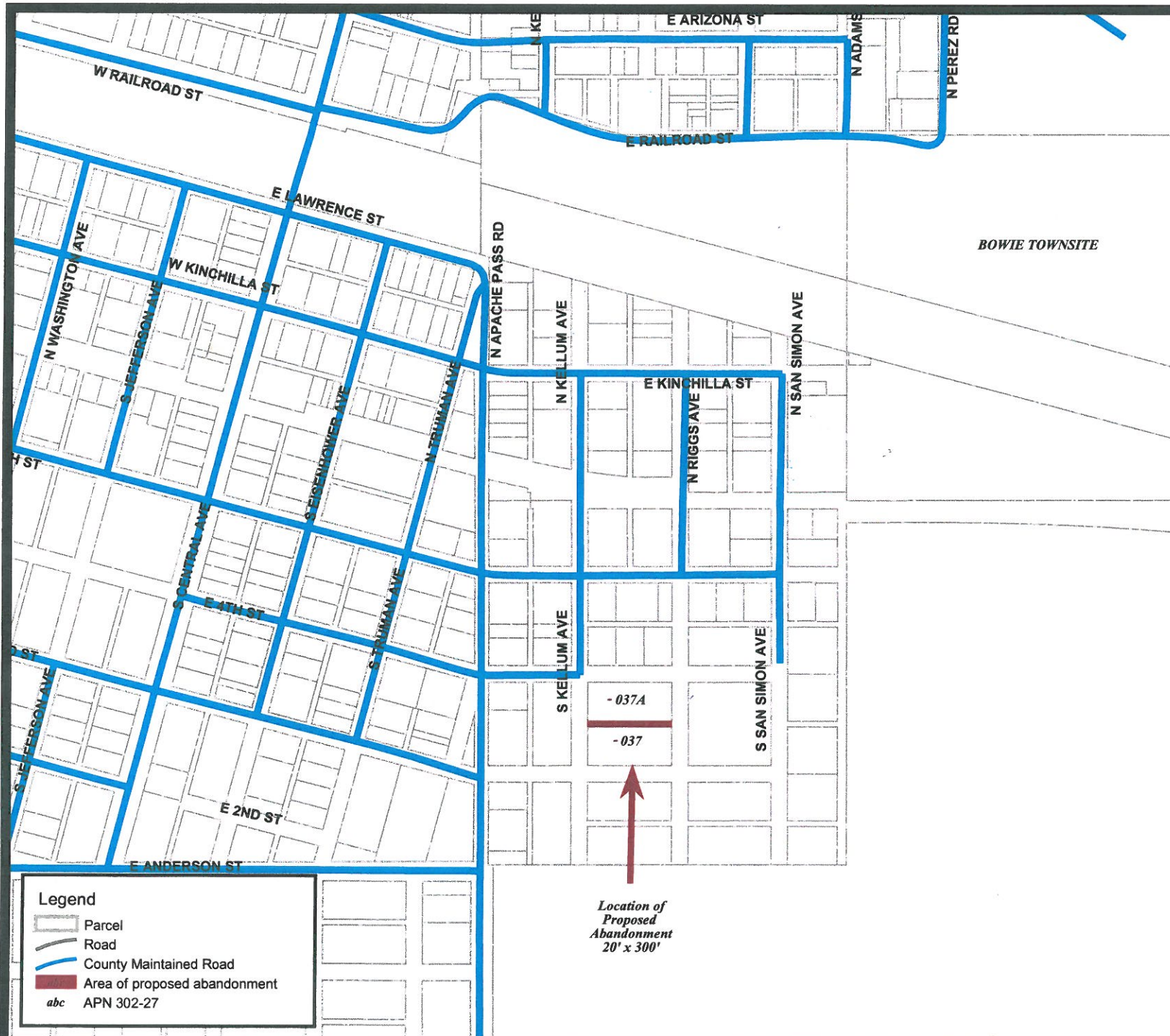
Proposed abandonment
Of an alleyway in the
Bowie Townsite

Located in
Section 10
Township 13 South
Range 28 East
G.S.R.M.

This map is a product of the
Cochise County GIS



0' 1" = 500'



RESOLUTION 13-__

**AUTHORIZING THE ABANDONMENT OF A PUBLIC ALLEYWAY
IN THE RICHARDS ADDITION TO THE TOWNSITE OF BOWIE**

WHEREAS, there has been presented to the Board of Supervisors of Cochise County Arizona, a formal request praying for the abandonment of that certain public right-of-way, more particularly described as follows:

That certain 20 foot wide public alleyway within Block 10 of Richards Addition to the Townsite of Bowie, according to Book 2 of Maps and Plats at page 97, Office of the County Recorder, Cochise County, Arizona

WHEREAS, the Board of Supervisors having considered all comments regarding this request at their meeting held February 12, 2013, and having determined that the public right-of-way described hereinabove is not necessary for public use as a roadway pursuant to A.R.S. § 28-7202; and

WHEREAS, a Quit Claim Deed for the vacated right-of-way will be issued to the adjacent property owner upon receipt of monies, in accordance with A.R.S. § 28-7208; and

WHEREAS, it is known that Southwest Gas Corporation and Sulphur Springs Valley Electric Cooperative, Inc. have existing public utilities within said right-of-way and other unknown public utilities may exist within said right-of-way and that any such rights-of-way are preserved therein pursuant to A.R.S. § 28-7210,

NOW, THEREFORE, IT IS HEREBY RESOLVED that we, the Board of Supervisors of Cochise County, do hereby grant the petition for the abandonment as described and requested herein, and do hereby vacate and abandon said public right-of-way, in accordance with A.R.S. § 28-7201, *et seq.*

IT IS FURTHER RESOLVED that the interest of Cochise County in lands described above is hereby vacated and the issuance of a Quit Claim Deed vesting title in the adjacent property owner is hereby authorized pursuant to A.R.S. § 28-7205.4. The Chairman of the Board is hereby authorized to execute the Quit Claim Deed and all other documents necessary to completion of this transaction.

RESOLUTION 13-

**Re: Authorizing The Abandonment Of A Public Alleyway In The Richards
Addition To The Townsite Of Bowie**

Page 2

IT IS FINALLY RESOLVED that any and all rights-of-way or easements for existing sewer, gas, water or similar pipelines and appurtenances and for canals, laterals or ditches and appurtenances and for electric, telephone, and similar lines and appurtenances shall continue as they existed prior to the disposals or abandonment thereof, pursuant to A.R.S. § 28-7210.

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this 12th day of February, 2013.

Ann English, Chairman
Cochise County Board of Supervisors

ATTEST:

Katie A. Howard,
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 **Richard A. Hall and Mary Joanna Hall, Husband and Wife**, heirs or assigns, all right, title, or interest in the following real property situated in Cochise County, Arizona.

That certain 20 foot wide public alleyway within Block 10 of Richards Addition to the Townsite of Bowie, according to Book 2 of Maps, at page 97, Office of the County Recorder, Cochise County, Arizona.

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, including known Southwest Gas Corporation and Sulphur Springs Valley Electric Cooperative, Inc. utilities, pursuant to A.R.S. 28-7210.

The undersigned is authorized to execute this document pursuant to Resolution No. 13-____ adopted by the Cochise County Board of Supervisors.

Dated this ____ day of _____, 2013.

Ann English, Chairman
Board of Supervisors

STATE OF ARIZONA)
) ss.
COUNTY OF COCHISE)

The foregoing instrument was acknowledged before me this __ day of _____, 2013, by Ann English, for the purpose and consideration herein contained.

My Commission Expires:

Notary Public

Telephone: (520) 432-9300
Fax: (520) 432-9337
Fax: (520) 432-9337
Toll Free: 1-(800) 752-3745

COCHISE COUNTY
HIGHWAY AND FLOODPLAIN DEPARTMENT
1415 W. MELODY LANE, BISBEE, AZ 85603
Your County Questions answered: www.cochise.az.gov



ROADWAY ABANDONMENT APPLICATION

NOV 28 2012

Name: Richard A Hall
Mailing: PO Box 34
Address: City: Bowie State: AZ ZIP: 85605
Daytime Telephone: (520) 847-2430 FAX: ()
Assessor's Parcel Number: 302-27-037
302-27-037A

1. Physical Description of Request and/or attach Map:

(ex: Abandonment of 30' of Right-of-Way bordering the South side of parcel ____)

Abandonment of 20' of Right-of-Way bordering
the South side of 302-27-037

2. Reason for Request / Comments / Concerns:

See Above, which will make one
complete block

3. List any known utilities located in the requested abandonment area:

SWM line

4. Attach and include any other information deemed necessary.

Richard A. Hall
Signature of Applicant*

11/26/12
Date

*Applicant is required to be the current owner (or a legally authorized representative of the owner, proof of which must be submitted with this form) of a property adjacent to the requested roadway.

FOR DEPARTMENTAL USE ONLY				
Application Processing Fee = \$75	Total \$ Received:	Date:	Receipt #:	Received By:



COCHISE COUNTY COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

MEMORANDUM

Date: 2/7/13

To: Pam Hudgins, Right-of-Way Agent I

From: Karen L. Lamberton, County Transportation Planner

Subject: Proposed Abandonment of Alleyway in Bowie Townsite/Parcel 302-27-037 & 037A

The applicant has requested abandonment of a portion of a 20 foot wide alleyway between two parcels, both owned by the applicant. This alleyway is not on a section or mid-section line nor is it identified as part of any future roadway corridor. This particular alleyway only exists between South Adams Ave. and Kellum Ave. and is thoroughly encroached upon throughout the entire length. The segment between South San Simon Ave. and South Riggs Ave. adjacent to this request was abandoned by the Board in 2011 (Resolution 11-011). This request is for the segment located between South Riggs Ave. and South Kellum Ave. Neither of these roadways is in the County's maintenance system at this time.

This alleyway was designated for public use as part of a 1918 subdivision. Given the current ownership status of adjacent lots and lack of continuity of the alleyway the original intent and purpose of reserving this corridor within the subdivision plat is no longer significant.

Recommendation:

The abandonment of this alleyway would not adversely impact the transportation network in the area of Bowie. We would have no objections to abandoning the portion of the alleyway requested by the applicant; as noted in the 2011 abandonment analysis it would be appropriate to abandon the entire length of the alleyway if there was interest from adjacent parcel owners (the remaining dedicated segment is located between South Adams Ave. and South San Simon Ave.)



**Sulphur Springs Valley
Electric Cooperative, Inc.**

350 N. Haskell Ave.
Willcox, AZ 85643-1718
Telephone (520) 384-2221
Fax (520) 384-5223

January 10th, 2013

Mr. Richard Hall
304 S Keilum Ave
Bowie, AZ 85605

Dear Mr. Hall,

SSVEC does not object to the abandonment of the alley between your two parcels, Cochise County Assessor's parcel numbers 302-27-037A and 302-27-037.

Please be aware that there is an overhead secondary line currently crossing said alley, which provides service to APN 302-27-037. This line will remain in place.

If you have any questions, or need any further documentation, please do not hesitate to contact me.
Thank you,

Sincerely,

Andrea Shannon, SR/WA
Right of Way Services Manager





SOUTHWEST GAS CORPORATION

December 28, 2012

Mr. and Mrs. Hall
P O Box 34
Bowie, AZ 85605

Re: Vacation Number Block 10 of Richards Addition
Vacation and Abandonment of alleyway located in Block 10 of Richards Addition, Bowie Arizona.

To Whom It May Concern:

Southwest Gas Corporation ("SWG") has reviewed the request from Mr. and Mrs. Hall on behalf of Mr. and Mrs. Hall to vacate and abandon a portion of that alleyway referenced above. After review, SWG has determined:

SWG does not have existing or proposed facilities within the area proposed to be vacated, and has no objection to the request for vacation as presented.

SWG has existing or proposed facilities in all or a portion of the area proposed to be vacated and has no objection to the request for vacation as presented, however, in order to protect these facilities, SWG requests a perpetual easement be saved and reserved to SWG as a condition of the Order of Vacation.

Please RESERVE and EXCEPT the following:

An easement to Southwest Gas Corporation on, over, in, under, across, above and through the area described. Reserving a 20' wide easement providing unrestricted access to maintain our facilities in the area. If the area is fenced, the owner will provide a minimum 12' wide gate at each end of this area with a provision for a SWG lock to gain access. No buildings, structures, trees, vehicles or any other obstructions will be placed in the 20' wide area for the length of the abandonment **in Vacation No. Block 10 of Richards Addition.**



SOUTHWEST GAS CORPORATION

SWG has existing or proposed facilities in all or a portion of the area proposed to be vacated and has no objection to the request for vacation as presented but is not requesting an easement be reserved to SWG.

SWG objects to the request for vacation as presented.

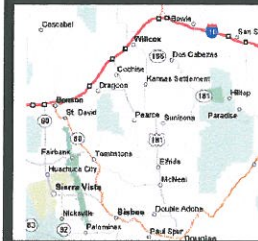
If SWG facilities are within the area to be vacated, the Applicant may request that the facilities be relocated. Said relocation shall be at the Applicant's expense, in accordance with SWG's approved Arizona Gas Tariff, and to a location satisfactory to SWG.

It is the intent and understanding of Southwest Gas Corporation that this Vacation shall not affect, reduce, or diminish any other existing property rights or easements it may have on this site or in the area. SWG retains the right to use any other reservations, easements, licenses or other property rights in which it may have an interest or that otherwise may be located within the area being vacated.

If you or the applicant have any questions; or if the applicant wishes to discuss this matter further, please contact SWG's Engineering Department at (520) 364-8420.

Respectfully,

Greg Jones
Engineering Technician
Eastern District



Location Map

Proposed
Abandonment of a
20" wide alleyway

Located within
Section 10
Township 13 South
Range 28 East

This map is a product of the
Cochise County GIS



0' 1" = 1500'

Legend

- Sections
- Roads
- Maintained Roads
- Location of Proposed Abandonment

04

03

Bowie Townsite

Central Ave

Apache Pass Rd

Kellum Ave

E. 4th St

San Simon Ave

Location of proposed
abandonment

Interstate 10

09

10

Interstate 10

Apache Pass Rd

Regular Board of Supervisors Meeting

Meeting Date: 02/12/2013

Approve ADOT Reimbursable Grant Agreement E3F2M for the Bisbee-Douglas Int'l Airport

Submitted By: Lisa Marra, Facilities

Department: Facilities

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 2

Submitted for Signature:

NAME of PRESENTER: Lisa M. Marra

TITLE of PRESENTER: Grants Administrator

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?: ARS
28-304;
28-363;
28-401

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

Information

Agenda Item Text:

Approve the Airport Development Reimbursable Grant Agreement E3F2M with ADOT in the amount of \$31,633 for rehabilitation and construction of Taxiway A-2 at the Bisbee-Douglas International Airport.

Background:

On September 11, 2012, the Board approved a Grant Application and Agreement with Arizona Dept. of Transportation Aeronautics Group through the Federal Aviation Authority for rehabilitation and construction of Taxiway A-2 at the Bisbee Douglas Int'l Airport in the amount of \$644,424 including local County match of \$31,633.

The County entered into a formal contract with the FAA for funding and construction at the airport began in November, 2012. This Grant Agreement is for the ADOT local share of funding to be reimbursed to the County.

Department's Next Steps (if approved):

Two originals of the ADOT Agreement will be provided to the Clerk of the Board. After formal Board approval and appropriate signatures, please return both (two) signed originals to Facilities Management. After ADOT-AD has signed and returned one original, it will be forwarded to the Board office for record. Thank you for your assistance.

Impact of NOT Approving/Alternatives:

If this Grant Agreement is not approved, the County will lose State approved funding on the airport project in the amount of \$31,633.

To BOS Staff: Document Disposition/Follow-Up:

Two copies will be provided for signatures. Please return both copies. Upon acceptance from ADOT, one signed original will be returned to your office for filing. Thank you.

Fiscal Impact

Fiscal Year: 2013

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):

County local match of \$31,633 has already been approved. This funding will not impact the budget.

Attachments

BDI Grant Agreement

RECEIVED JAN 14 2013



Arizona Department of Transportation
Multimodal Planning Division

206 South Seventeenth Avenue Phoenix, Arizona 85007-3213

Janice K. Brewer
Governor

John S. Halikowski
Director

December 20, 2012

Scott Omer
Division Director

Mr. Eddie Levins
Director, Facilities Management Department
Cochise County
1415 West Melody Lane, Bldg. C
Bisbee, Arizona 85603

Re: Airport Development Reimbursable Grant Agreement
Bisbee Douglas International Airport
ADOT Grant E3F2M-01C

Dear Mr. Levins:

On November 16, 2012, the State Transportation Board approved Arizona Department of Transportation (ADOT) grant number E3F2M-01C for \$31,634 for Fiscal Year 2013 funding. This state grant is for the following project: Rehabilitate Taxiway A2 – Construction Taxiway A2 Edge Lighting System.

Enclosed are two Airport Development Reimbursable Grant Agreements including Exhibits A through C. Please fill out the forms in their entirety including appropriate dates, cost details, committed local funds, and identification of the person authorized to receive grant funds. Please **DO NOT DATE** the agreement in Part One on page one. Remember to include an ALP based drawing clearly depicting the project location and scope. Both completed and signed Agreements must be returned to ADOT no later than four (4) months from the date of this letter. After execution, an original, signed Airport Development Reimbursable Grant Agreement will be returned to you.

It is ultimately the Sponsor's responsibility to understand and adhere to the requirements of the Grant Agreement. Please reference the ADOT grant number as well as the Federal Aviation Administration AIP number, if applicable, on all correspondence and/or documents related to this project.

Please send ADOT a copy of your General Services Agreement (or appropriate contract) for professional services including the scope of work or task order for this project. A grant process checklist has been included to help track all required submittals and coordination with ADOT throughout the life of the grant.

If you have any questions, please contact Holly Hawkins at hhawkins@azdot.gov or (602) 712-8333.

Sincerely,

A handwritten signature in dark ink, appearing to read "Michael Klein".

Michael Klein, A.A.E.
Aeronautics Group Manager

Enclosures

**Arizona Department of Transportation
Multimodal Planning Division
Aeronautics Group**

Airport Development Reimbursable Grant Agreement

Part I

THIS AGREEMENT is entered into _____, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the "State") and the Cochise County, a political subdivision of the State of Arizona (the "Sponsor"), for a grant of State funds for the purpose of aiding in financing a Project of Rehabilitate Taxiway A2 – Construction Taxiway A2 Edge Lighting System (the "Project"), for the improvement of the Bisbee Douglas International Airport (the "Airport").

WITNESSETH

Recitals:

- 1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.
- 2) The Arizona State Transportation Board, as approved on **November 16, 2012** and the Director of the Arizona Department of Transportation, in accordance with the authority granted by A.R.S. Sections 28-304, 28-363, and 28-401 and Title 28, Chapter 25, A.R.S., have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

Now, therefore, in consideration of the foregoing recitals and of the covenants and agreements made by the parties herein to be kept and performed, the parties agree as follows:

Sponsor's Responsibility

- 1) The Sponsor shall accept this Agreement within 4 months of the date of the grant offer cover letter: **December 20, 2012**. This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.
- 2) The Sponsor shall commence the Project within 6 months of the date the grant was executed by the State. This Project will consist of the airport improvements as described in Exhibit C. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.

- 3) The Sponsor shall submit completed Project Reimbursement and Milestone schedules, which shall be attached hereto, as Exhibit C, Schedules Two and Three respectively and shall complete the Project within that schedule. Any change to the schedule shall be submitted in writing and be approved by the State. A time extension beyond the State's obligation to provide funds herein must be reflected by formal Amendment to this Agreement.
- 4) The Sponsor shall comply with the Sponsor Assurances and abide by and enforce the General Provisions and Specific Provisions incorporated herein as Exhibits A, B and C respectively.

Obligations

- 1) The minimum funding participation from the Sponsor shall be **four and forty seven hundredths percent (4.47%)** as determined by the State.
- 2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be **thirty one thousand six hundred thirty four dollars (\$31,634)**.
- 3) Except as otherwise provided herein, the State's obligation to provide funds hereunder expires upon completion of the efforts required herein or **December 31, 2016**, whichever is earlier.
- 4) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not been initiated as evidenced by a Notice to Proceed within 6 months of the date the grant was executed by the State or has not progressed as scheduled over a period of 12 months. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation.
- 5) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.
- 6) In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination at its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Preliminary Work Provision

Any preliminary work, for which costs for this Project were incurred after **July 1, 2012**, shall be considered eligible for reimbursement provided that said costs are directly related to the Project on which this Agreement is written. The State shall review related records and determine eligibility at its sole discretion.

Part II

The Sponsor shall approve and attach to this agreement a resolution by its governing body that certifies as follows:

- 1) The Sponsor has the legal power and authority:
 - a) to do all things necessary, in order to undertake and carry out the Project;
 - b) to accept, receive and disburse grant funds from the State in aid of the Project.
- 2) The Sponsor now has on deposit, or is in a position to secure Thirty one thousand six hundred thirty four Dollars (\$ 31,634.00), or an equivalent amount represented by Sponsor's proposed labor and equipment costs, for use in defraying Sponsor's share of the costs of the Project. The present status of these funds is as follows:

Cochise County General Fund
(Enter local funding type and location)

- 3) The Sponsor hereby designates Lisa M. Marra, Grants Administrator
Name Title
to receive payments representing the State's share of project costs.

Signature of Sponsor's Representative

Chairman, Board of Supervisors
Title of Representative

- 4) The Sponsor has on file with ADOT the following vendor identification and address for project payments:

Sponsor Vendor Id #: **866000398 18**
Sponsor Vendor Address: **Cochise County**
1415 W. Melody Lane, Bldg C
Bisbee, AZ 85603

Exhibits

The following Exhibits are incorporated herewith and form a part of this Agreement.

- Exhibit A - Sponsor Assurances
- Exhibit B - General Provisions
- Exhibit C - Specific Provisions and Project Schedules

STATE:

State of Arizona
Department of Transportation
Multimodal Planning Division

SPONSOR:

Cochise County
Bisbee Douglas International Airport

By: _____

Title: Joseph S. Omer, Director

Date: _____

By: _____

Title: _____

Date: _____

WITNESSED BY:

Signature: _____

Print Name: _____

Date: _____

WITNESSED BY:

Signature: _____

Print Name: _____

Date: _____

EXHIBIT A

Sponsor Assurances

Upon acceptance of the grant offer by the Sponsor, these assurances will become a part of this Agreement. The Sponsor hereby covenants and agrees with the State as follows:

General

- 1) That the Project is consistent with plans (existing at the time of approval of the Project) of political jurisdictions authorized by the State to plan for the development of the area surrounding the Airport and has given fair consideration to the interest of communities in or near where the Project is to be located. In making a decision to undertake any airport development Project under this Agreement the Sponsor insures that it has undertaken reasonable consultation with affected parties using the Airport at which the Project is proposed. All appropriate development standards of Federal Aviation Administration (FAA) Advisory Circulars, Orders, or Federal Regulations shall be complied with. All related state and federal laws shall be complied with.
- 2) That these covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the State and shall remain in full force and effect throughout the useful life of the facilities or the planning project's duration developed under the grant, but in any event, not less than twenty (20) years from the date of acceptance of the grant offer by the Sponsor.
- 3) The Sponsor certifies in this Agreement that it is a political subdivision of the State and is the public agency with control over a public-use Airport and/or on behalf of the possible future development of an Airport and is eligible to receive grant funds for the development or possible development of an Airport under its jurisdiction.
- 4) The Sponsor further agrees it holds good title, satisfactory to the State, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the State that good title will be acquired.
- 5) That the Sponsor is the owner or lessee of the property or properties on which the Airport is located and that the lease guarantees that the Sponsor has full control of the use of the property for a period of not less than twenty (20) years from the date of this Agreement. All changes in airport ownership or to an airport lease shall be approved by the State.
- 6) The Sponsor agrees that it has sufficient funds available for that portion of the project costs which are not to be paid by the State (or the United States).
- 7) The Sponsor agrees to provide and maintain competent supervision to complete the Project in conformance with this Agreement.
- 8) Preserving Rights and Powers: The Sponsor agrees it shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions and assurances in this Agreement without written permission from the State, and shall act promptly to acquire, extinguish or modify any outstanding rights or claims of right by others which would interfere with such performance by the Sponsor. This will be done in a manner acceptable to the State. The Sponsor shall not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown on the airport property map included in the most recent FAA-approved Airport Layout Plan, or to that portion of the property upon which State funds have been expended, for the duration of the terms, conditions and assurances in this Agreement without approval by the State. If the transferee is found by the State to be eligible under Title 49, United States Code, to assume the obligations of this Agreement and to have the power, authority and financial resources to carry out such obligations, the Sponsor shall

insert in the contract or document transferring or disposing of Sponsor's interest and make binding upon the transferee all the terms, conditions and assurances contained in this Agreement.

- 9) Public Hearings: In Projects involving the location of an Airport, an airport runway or a major runway extension, the Sponsor has afforded the opportunity for public hearings for the purpose of considering the economic, social and environmental impacts of the Airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the State, submit a copy of such hearings to the State.

Financial

Pursuant to A.R.S. 35-326, the Sponsor may elect to utilize the Local Government Investment Pool ("LGIP") maintained by the state treasurer. The Sponsor shall request written approval from the State to use the LGIP. Thereafter, the State may deposit the funds authorized by the grant into the Sponsor's account. After approval of the reimbursements by the state, the funds shall be disbursed through the LGIP account to the Sponsor. The disbursements shall be made pursuant to the applicable laws and regulations.

The Sponsor shall establish and maintain for each Project governed by this Agreement, an adequate accounting record to allow State personnel to determine all funds received (including funds of the Sponsor and funds received from the United States or other sources) and to determine the eligibility of all incurred costs of the Project. The Sponsor shall segregate and group project costs into cost classifications as listed in the Specific Provisions of Exhibit C.

Record Keeping

The Sponsor shall maintain accurate records of all labor, equipment and materials used in this Project and that upon reasonable notice, shall make available to the State, or any of their authorized representatives, for the purpose of audit and examination all records, books, papers or documents of the recipient relating to work performed under this Agreement. For airport development Projects, make the Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the State upon reasonable request.

Airport Based Aircraft Reporting

The Sponsor shall furnish to the State on a quarterly basis, a current detailed listing (including: Registration/N Number, Name, Address and Phone Number of Owner) of all based aircraft on the Airport in a form approved by the State.

Airport Layout Plan

- 1) The Sponsor shall maintain a current signed/approved Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the State an updated ALP of the Airport as changes are made.
- 2) The Sponsor shall be required to prepare an ALP for update or revalidation in accordance with current FAA and State standard guidelines. The ALP will indicate any deviations from FAA design standards as outlined in current FAA Advisory Circulars, orders or regulations. A copy of the signed/approved ALP in electronic format shall be forwarded to the State after authentication by FAA or the State.
- 3) The Sponsor shall assure that there are no changes to the airport property boundaries, together with any off-site areas owned or controlled by the Sponsor which support the Airport or its operations as a part of this project.

- 4) If a change or alteration is made at the Airport which the State determines adversely affects the safety, utility or efficiency of the Airport, or any State funded property on or off Airport which is not in conformity with the ALP as approved by the State, the Sponsor will, if requested by the State, eliminate such adverse affect in a manner approved by the State.

Immediate Vicinity Land Use Restriction

The Sponsor shall restrict the use of land, adjacent to or in the immediate vicinity of the Airport, to activities and purposes compatible with normal airport operations and to take appropriate action including the adoption of appropriate zoning laws. In addition, if the Project is for noise compatibility or to protect the 14 CFR Part 77 imaginary surfaces of the Airport, the Sponsor will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the Airport, of the noise compatibility program measures or the imaginary surfaces of the Airport upon which State funds have been expended.

Airport Operation

- 1) The Sponsor shall promote safe airport operations by clearing and protecting the approaches to the Airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards. The Sponsor shall take appropriate action to assure such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected by preventing the establishment or creation of future airport hazards. The Sponsor shall promptly notify airmen of any condition affecting aeronautical use of the Airport.
- 2) The Sponsor further agrees to operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; provided that the Sponsor shall establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, that the Sponsor may prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other airport facilities.
- 3) In any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor shall insert and enforce provisions requiring said person, firm or corporation:
 - a) to furnish services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit or service;
 - b) and be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers;
 - c) each Fixed Based Operator (FBO) and Air Carrier at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other FBOs and Air Carriers making the same or similar uses of the Airport and utilizing the same or similar facilities;
 - d) each Air Carrier using such Airport shall have the right to service itself or to use any FBO that is authorized or permitted by the Airport to serve any Air Carrier at the Airport.
- 4) The Sponsor shall not exercise or grant any right or privilege which operates to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including but not limited to maintenance, repair and fueling) that it may choose to perform. In the event the Sponsor

itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by a commercial aeronautical operator authorized by the Sponsor under these provisions.

- 5) The Sponsor shall suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes and to prohibit any activity thereon which would interfere with its use for aeronautical purposes and to operate essential facilities, including night lighting systems, when installed, in such manner as to assure their availability to all users of the Airport; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere substantially with such operation and maintenance.
- 6) The Sponsor shall not permit an exclusive right for the use of the Airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, providing services at an Airport by a single FBO shall not be construed as an "exclusive right" if:
 - a) it would be unreasonably costly, burdensome or impractical for more than one FBO; and
 - b) if allowing more than one FBO to provide such services would require a reduction of space leased pursuant to an existing agreement between a single FBO and the Airport.

Note: Aeronautical activities that are covered by this paragraph include, but are not limited to: charter flights, pilot training, aircraft rental, sightseeing, air carrier operations, aircraft sales and services, aerial photography, agricultural spraying, aerial advertising and surveying, sale of aviation petroleum products whether or not conducted in conjunction with any other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

- 7) The Sponsor shall terminate any exclusive right to conduct an aeronautical activity now existing at the Airport before any grant of assistance from the State. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the Airport is used as an Airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with State funds.
- 8) Airport Pavement Preservation Program: The Sponsor certifies that they have implemented an effective pavement preservation management program at the Airport in accordance with Public Law 103-305 and with the most current associated FAA policies and guidance for the replacement, reconstruction or maintenance of pavement at the Airport. The Sponsor assures that it shall use and follow this program for the useful life of the pavement constructed, reconstructed or repaired with financial assistance from the State and that it will provide such reports on pavement condition and pavement management programs as may be required by the State.

Sponsor Transactions

The Sponsor shall refrain from entering into any transaction which would deprive the Sponsor of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible to assume such obligations and having the power, authority and financial resources to carry out such obligations; and, if an arrangement is made for management or operation of the Airport by an agency or person other than the Sponsor, the Sponsor shall reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants or insure that such an arrangement also requires compliance therewith.

Airport Revenues

The Sponsor shall maintain a fee and rental structure for the facilities and services at the Airport which will make the Airport as self-sustaining as possible under the circumstances existing at the particular Airport, taking into account such factors as the volume of traffic and economy of collection. All revenues generated by the Airport (and any local taxes established after Dec 30, 1987), will be expended by it for the capital or operating costs of the Airport; the local airport system; or the local facilities which are owned or operated by the owner or operator of the Airport and which are directly or substantially related to the actual air transportation of passengers or property, on or off the Airport.

Disposal of Land

- 1) For land purchased under a grant for airport development purposes (it is needed for aeronautical purposes, including runway protection zones, or serve as noise buffer land; and revenue from the interim use of the land contributed to the financial self-sufficiency of the Airport), the Sponsor shall apply to the State and FAA for permission to dispose of such land. If agreed to by the State and/or FAA, the Sponsor shall dispose of such land at fair market value and make available to the State and FAA an amount that is proportionate to the State and FAA's share of the cost of the land acquisition. That portion of the proceeds of such disposition, which is proportionate to the share of the cost of acquisition of such land, shall be (a) reinvested in another eligible airport development Project or Projects approved by the State and FAA or (b) be deposited to the Aviation Trust Fund if no eligible Project exists.
 - 2) Disposition of such land shall be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the Airport.
-

EXHIBIT B

General Provisions

Employment of Consultants

The term consultant, as used herein, includes planners, architects and/or engineers. If a consultant is to be used for this Project, the Sponsor agrees to consider at least three (3) consultant firms. If the Sponsor has contracted with or will contract with a consultant on a retainer basis, the Sponsor assures to the State that prior to entering such a contract, at least three (3) consultants were or will be considered. The Sponsor shall submit to the State, for review and approval, a copy of the request for proposals and/or request for qualifications, and the proposed consultant contract prior to its execution and upon award of the contract, a fully executed copy. All requests for qualifications and requests for proposals shall be in accordance with A.R.S. 34, Chapters 1, 2 and 6, and shall include a list of projects and project locations to be awarded project contracts.

Contracts

- 1) The Sponsor as an independent entity and not as an agent of the State may obtain the services required in order to fulfill the work outlined in the Project Description as approved by the State for funding in the Airport Capital Improvement Program. All contracts awarded to accomplish the project work described in this Agreement shall state:
 - a) The name of the consultant authorized to perform the work and to communicate on behalf of the Sponsor;
 - b) The Sponsor must insure that contracts issued under this Agreement comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 99-4, relating to equal opportunity;
 - c) The terms for termination of the contract either for failure to perform or in the best interest of the Sponsor;
 - d) The duly authorized representatives of the State shall have access to any books, documents, papers and records of the consultant and/or contractor which are in any way pertinent to the contract for a period of five years, in accordance with A.R.S. 35-214, for the purpose of making inspections, audits, examinations, excerpts and transcriptions.
- 2) All contracts shall stipulate and make clear:
 - a) The responsibilities of the consultant to gain authorization for changes on the Project which may have an affect on the contract price, scope, or schedule;
 - b) That all construction contractors and sub-contractors hired to perform services, shall be in compliance with A.R.S. 32, Chapter 10.
 - c) That any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. That these items shall be made available to the public. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else.
 - d) That any travel shall be reimbursable by the State only within the rules and costs in accordance with the State of Arizona Travel Policy.

Conflict of Interest

Each consultant submitting a proposal shall certify that it shall comply with, in all respects, the rules of professional conduct set forth in Arizona Administrative Code R4-30-301. In addition, a conflict of interest shall be cause for disqualifying a consultant from consideration; or terminating a contract if the conflict should occur after the contract is made. A potential conflict of interest includes, but is not limited to:

- 1) Accepting an assignment where duty to the client would conflict with the consultant's personal interest, or interest of another client.
- 2) Performing work for a client or having an interest which conflicts with this contract.

Reports

The Sponsor shall submit monthly status reports during planning, shall submit monthly status reports during design, and shall submit weekly reports during construction. All reports shall reflect, at a minimum, the progress accomplished in relation to the Grant and Project schedules and milestones, the reasons for any changes, and the recommended corrections of problems encountered. Upon completion of the Project, the Sponsor shall submit a letter to the State specifying that the Project has been completed to their satisfaction and that the consultant and the contractor have completed their contractual responsibilities.

Changes

Any changes to the consultant contract, authorized by the Sponsor, that include additional funds, time and/or scope, shall be by amendment and shall be approved by the State prior to being made in order to be eligible for reimbursement. Approval of a change by the State shall not obligate the State to provide reimbursement beyond the maximum funds obligated by this Agreement. Any increase to the amount of funds authorized hereunder, to the expiration date of this agreement, or to the scope of work included in this agreement must be by formal amendment, and signed by all parties.

Any changes to the contract documents, authorized by the Sponsor, must be approved by the State prior to any changes being made in order to be eligible for reimbursement.

Audit

Upon completion of the Project, the Sponsor agrees to have an audit performed. The audit examination may be a separate project audit or in accordance with the Single Audit Act of 1984 (Single Audit). If the Sponsor is required under law to have a Single Audit, this Project shall be considered for inclusion in the scope of examination.

The Sponsor shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the Project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial records pertinent to the Project. The accounts and records will be kept in accordance with A.R.S. 35-214.

In any case in which an independent audit is made of the accounts of a Sponsor relating to the disposition of the proceeds of a grant relating to the Project in connection with which the grant was given or used, it shall file a certified copied of such audit with the State not later than six (6) months following the close of the fiscal year in which the audit was made.

The Sponsor shall make available to the State or any of their other duly authorized representatives, for the purpose of audit and examination, any books, documents, papers and records of the recipient that are pertinent to the grant. The

Sponsor further agrees to provide the State a certified copy of the audit report. The State is to determine the acceptability of this audit.

Suspension

If the Sponsor fails to comply with any conditions of this Agreement, the State, by written notice to the Sponsor, may suspend participation and withhold payments until appropriate corrective action has been taken by the Sponsor. Costs incurred during a period of suspension may not be eligible for reimbursement by the State.

Failure to Perform

If the Sponsor fails to comply with the conditions of this Agreement the State, may by written notice to the Sponsor, terminate this Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, and the eligibility of costs incurred prior to termination. The State shall not reimburse any costs incurred after the date of termination.

Termination for Convenience

When the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds or when funds are not appropriated or are withdrawn for use hereunder, the State may terminate this Agreement. In the case where continuation of the Project will not produce beneficial results, the State and the Sponsor shall mutually agree upon the termination either in whole or in part. In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination as its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Waiver by State

No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the State to declare a default, failure to perform or to take any other action on account of any violation that continues or repeats.

Compliance with Laws

The Sponsor shall comply with all Federal, State and Local laws, rules, regulations, ordinances, policies, advisory circulars, and decrees that are applicable to the performance hereunder.

Arbitration

In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. Section 12-1518.

Jurisdiction

Any litigation between the Sponsor and the State shall be commenced and prosecuted in an appropriate State court of competent jurisdiction within Maricopa County, State of Arizona.

Excess of Payments

If it is found that the total payments to the Sponsor exceed the State's share of allowable project costs, the Sponsor shall promptly return the excess to the State. Final determination of the State's share of allowable costs shall rest solely with

the State. Any reimbursement to the Sponsor by the State not in accordance with this Agreement or unsubstantiated by project records will be considered ineligible for reimbursement and shall be returned promptly to the State.

State Inspectors

At any time and/or prior to final payment of funds for work performed under this Agreement, the State may perform an inspection of the work performed to assure compliance with the terms herein and to review the workmanship of the Sponsor's contractors and/or consultants. No inspector is authorized to change any provisions of this Agreement or any provisions of Agreements between the Sponsor and the Sponsor's contractor and/or consultant.

Indemnification

The State of Arizona, acting by and through the Arizona Department of Transportation, does not assume any liability to third persons nor will the Sponsor be reimbursed for the Sponsor's liability to third persons resulting from the performance of this Agreement or any subcontract hereunder.

The Sponsor shall indemnify and hold harmless the State, any of their departments, agencies, officers and employees from any and all liability, loss or damage the State may suffer as a result of claims, demands, costs or judgments of any character arising out of the performance or non-performance of the Sponsor or its independent contractors in carrying out any provisions of this Agreement. In the event of any action, this indemnification shall include, but not be limited to, court costs, expenses of litigation and reasonable attorney's fees.

Required Provisions Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

Property of the Sponsor and State

Any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else. The Sponsor shall give the State unrestricted authority to publish, disclose, distribute and otherwise use at no cost to the State any of the material prepared in connection with this grant. At the completion of the project, the Sponsor shall provide the State with an electronic copy, in a format useable by the State, and one hard copy in a format useable by the State, of final plans, specifications, reports, planning documents, and/or other published materials as produced as a result of this project.

EXHIBIT C

Specific Provisions and Project Schedules

Provisions for Design/Construction

Financial Cost Categories

The Sponsor shall segregate and group project costs in categories as follows:

- 1) "Design/Engineering Services" (as applicable), including topographic surveys/mapping, geometric design, plans preparation, geotechnical and pavement design, specifications, contract documents.
- 2) "Construction" (must be accounted for in accordance with approved work items as presented in the bid tabulation).
- 3) "Construction Engineering" (as applicable), including contract administration, inspection/field engineering, materials testing, construction staking/as-built plans and other.
- 4) "Sponsor Administration" directly associated with this Project (not to exceed 5% of project costs).
- 5) "Sponsor Force Account" contribution (if applicable).
- 6) "Contingencies" (not to exceed 5% of construction costs).
- 7) "Other" with prior approval of the State.

Design Review – Plans, Specifications and Estimates

Plans, specifications and estimates shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona. The Sponsor shall conduct a Concept Design Review meeting with the State and Sponsor's consultant at approximately the thirty percent (30%) completion point in the design of the Project, and a Final Design Review at one hundred percent (100%) plan completion.

These mandatory reviews shall be completed before the Sponsor will be permitted to proceed with the Project. The State shall issue an approval to proceed with final design upon satisfactory completion of the 30% review. The State shall issue an approval of the 100% plans, specifications and estimates upon satisfactory completion of the 100% review. Upon State approval, the Sponsor may proceed to advertising if construction is included in the scope of the Project, or must close the Project and submit a final grant reimbursement request if the grant is for design only.

Any modification to the approved plans, specifications and estimates authorized by the Sponsor shall also be subject to approval of the State. **Changes made to approved plans, specifications, and estimates at any time must be authorized by the State prior to executing the changes in order to be eligible for reimbursement by the State.**

The National Environmental Policy Act (NEPA) documentation must be complete and approved by the State and/or FAA prior to construction. The Sponsor shall submit a copy of the documentation to the State.

FAA Notice of Proposed Construction

The Sponsor agrees to submit an FAA Form 7460-1, Notice of Proposed Construction or Alteration before construction, installation or alteration of any Project under this Agreement that falls under the requirements of Subpart B to Part 77, Objects Affecting Navigable Airspace.

Bidding - Alternate Bidding Methods

Design, Bid, Build is the standard and preferred method for project delivery for State airport development grant projects. Alternative contracting methods (Design Build, Construction Manager at Risk, Task Order Contract) may be used in accordance with A.R.S. Title 34, Chapters 1, 2 and 6. **Use of an alternative contracting method shall be reviewed and approved by the State prior to the Sponsor executing a contract for the work.** If a project is approved for an alternative contracting method, the Sponsor must comply with all Federal, State, and Local policies, regulations, rules, and laws, as well as all requirements of this grant agreement within that method.

Based on Bids

If a Sponsor has requested a match to a Federal construction grant that was based on bids (the project was already advertised by the Sponsor with no existing State airport development grant for the design work), then all design coordination with the State required by this agreement must have been met during the design process for any prior design work to be considered eligible for reimbursement by the State. The State shall review any documentation and work done prior to bidding and, at its sole discretion, determine the eligibility of the work. Only work items necessary to complete the Project as stated in Exhibit C, Schedule One, Project Description, may be considered eligible.

Contractor Allowance

This item may only be used to cover costs of unknown, unforeseen circumstances within the scope of the grant that are necessary for Project completion. (For example: if unknown underground utilities must be removed or relocated to accomplish the Project) **This item must have prior approval of the State for each use of the item during construction in order to be eligible for reimbursement by the State.** The bid item shall be clearly defined in the contract documents with concise language describing when it may be utilized. It shall also be specified that the item may not be used at all. The allowance may only be used for unforeseen items directly related to the Project.

Contingencies

Contingencies are to be used as an estimating tool during the preliminary phases of Project development. They are intended to allow room in the grant funding level for reasonable price increases or approved added items during design. Contingencies are not eligible for reimbursement by the State as bid items in a construction contract.

Itemized Allowance

Use of an itemized allowance items may only be included in a contract with prior approval of the State. Any use of an itemized allowance bid item as part of a grant must be for a clearly defined portion of the project. (For example: cabinet allowance – cabinets in terminal storage room as shown on plans to be selected by Sponsor, or carpet allowance – industrial Berber carpet for 200 SF lobby to be selected by Sponsor) Each contract allowance item must be approved by the State in order to be included in the bid package. The State will not approve use of an item to cover expenses not directly related to the item. (For example: Left over funds from cabinet allowance cannot be used to purchase light fixtures)

Construction Inspection

Airport planning, design, project estimates, bidding, and construction inspection are the direct responsibility of the Sponsor and may be accomplished by the Sponsor's staff or by a qualified consultant. The Sponsor shall provide and maintain competent technical supervision throughout the Project to assure that the work conforms to the plans, specifications and schedules approved by the State and the Sponsor.

Construction inspection shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona.

The Sponsor shall subject the construction work and any related documentation on any Project contained in an approved Project application to inspection and approval by the State and the FAA. The State shall, if in accordance with regulations and procedures, prescribe such work as needed for the Project.

Change Orders

The Sponsor shall notify the State in advance of the need for a change. Such notification shall clearly define the changed or added bid items, the locations of changed work, the quantities and costs of changed work, and the time required for the change. Justification for the change must be provided to the State by the Sponsor. Change orders may be approved by the State only if they are clearly necessary to accomplish the original grant scope. If approval is granted by the State, the Sponsor shall follow up with the written change order for the State's review and approval in a timely manner. The Sponsor may not request reimbursement for the work done under a change order until the change order is approved by the State.

Construction Contract Documents

Any changes to the construction contract documents (including scope, time and amount), authorized by the Sponsor, must be approved by the State prior to being implemented by the Sponsor in order to be eligible for reimbursement under the grant. All changes, as well as any notifications and approvals related to the changes, shall be documented in the final contract documents, change orders, and as built plans provided to the State at the end of the contract. Verbal requests and approvals are not sufficient as documentation for reimbursement. Final reimbursements will not be made until all documentation is received by the State.

Design/Construction Project Schedules

The Schedule Forms are intended to identify and monitor project scope, costs, and basic milestones that will be encountered during various phases of the Project. The Sponsor shall complete these three schedules showing the project description and total costs, project reimbursements (cash flow) schedule and project milestones.

Schedule One shows the total Project estimated costs associated with each share - State and Federal and Local. Schedule Two shows a projected cash flow for State funds only. The Sponsor is to estimate requests to the State for Project reimbursement. Schedule Three shows anticipated dates of Project milestones. These schedules will be used to keep track of the Project's progress. Be sure to develop realistic schedules.

As the project progresses, and the original reimbursement schedule and or milestone dates change, the Sponsor must submit a revised Schedule to the State for approval.

Schedule One
Design/Construction Project Description and Funding Allocation

Detailed Project Description:

Rehabilitate Taxiway A2 – Construction Taxiway A@ Edge Lighting System

AIP # 3-04-0013-007-2012

Project Cost Category	Total Estimated Project Cost	Estimated Local Share	Estimated Federal Share	Estimated State Share*
Design/Engineering Services	\$	\$	\$	\$
Construction	\$ 677,689	\$ 30,052	\$ 617,585	\$ 30,052
Construction Engineering	\$	\$	\$	\$
Sponsor Administration**	\$ 30,000	\$ 1,582	\$ 26,836	\$ 1,582
Sponsor Force Account Work***	\$	\$	\$	\$
Contingencies	\$	\$	\$	\$
Total Project Costs	\$ 707,689	\$ 31,634	\$ 644,421	\$ 31,634

*Total of this column to be used in Schedule Two.

** Sponsor Administration is not eligible for reimbursement above 5% of the project costs.

*** All force account work is to be approved by the State prior to the grant agreement being signed.

NOTE: The Sponsor must attach a project plan based upon the ALP that clearly shows the scope and the limits of the work.

Schedule Two

Design/Construction Project Reimbursement Schedule

The Sponsor must complete this Project Reimbursement Schedule showing the projected cash flow of State grant funds only for this Project. Projections must include all consultant and contractor services. The reimbursement schedule should be a realistic schedule and will be used to keep track of a project's progress. Reimbursement requests must be submitted regularly by the Sponsor while the grant is active. The cash flow should reflect when a request is submitted to the State, not when invoices are paid by the Sponsor.

Instructions:

- 1) For "Total State Funds" below, enter the Total Project Costs/Estimated State Share from Schedule One.
- 2) For each month/year, indicate the projected reimbursement request amount for **State Funds Only** (use whole dollars only, e.g. \$540 or \$1,300).
- 3) Continue the process by entering a Zero (Ø) in the month/year for which no reimbursement is anticipated and/or a dollar amount of the reimbursement, until the total State funds are accounted for in the cash flow.

Total State Funds: \$ 31,634

Projected Reimbursement Requests / State Cash Flow

<i>Calendar Year</i>	Jan	Feb	Mar	Apr	May	Jun
2013	\$ 8,000	\$ 18,000	\$ 5,634	\$	\$	\$
2014	\$	\$	\$	\$	\$	\$
2015	\$	\$	\$	\$	\$	\$
2016	\$	\$	\$	\$	\$	\$
2017	\$	\$	\$	\$	\$	\$
<i>Calendar Year</i>	Jul	Aug	Sep	Oct	Nov	Dec
2013	\$	\$	\$	\$	\$	\$
2014	\$	\$	\$	\$	\$	\$
2015	\$	\$	\$	\$	\$	\$
2016	\$	\$	\$	\$	\$	\$
2017	\$	\$	\$	\$	\$	\$

Grants expire 4 years from the date of the grant offer. The Sponsor shall schedule the work to be completed within the 4 years.

Schedule Three Design/Construction Project Milestones

Milestone Duration Guidelines

The below duration periods are intended to provide guidelines for you to consider. These are average time periods (in calendar days), but it is understood these periods may vary by Sponsor and Project, and are subject to modification. If an entry on the form is not applicable, write N/A.

- 1) The Consultant Selection Phase for all Projects, regardless of type, is approximately ninety (90) days but should not exceed one hundred eighty (180) days.
- 2) The Design/Engineering Phase is subject to the type and complexity of the Project, however, most designs can be accomplished within one hundred eighty (180) days to two hundred and seventy (270) days.
- 3) The Bidding Phase typically should be sixty (60) days or less.
- 4) The Construction Phase is dependent upon the type of Project, the airport traffic, and the available construction season, generally ninety (90) days to three hundred sixty (360) days.
- 5) The State review periods should be fifteen (15) days.

Design/Construction Milestone Schedule

Milestones	Duration # of Days	Start Date		Completion Date	
		Proposed	Actual	Proposed	Actual
Consultant Selection Phase	90				
Submit Scope for State Review/Approval*					
Submit Contract for State Review/Approval					
Award Consultant Contract					
Design & Engineering Phase	180				
Sponsor Issue Notice to Proceed/Start Design					
Conduct 30% Design Review/Approval					
Conduct Final Design Review/Bid Set Submitted (100%) for Review/Approval					
Bidding Phase	60				
Bid Set Submitted (100%) for Review/Approval		7/2012		7/2012	
Issue Invitation for Bids		7/2012		7/2012	
Submit Bid Tab for State Review/Approval		8/2012		8/2012	
Award Construction Contract/Submit to the State		10/2012		10/2012	
Construction Phase	180				
Pre-Construction Meeting		11/2012		11/2012	
Issue NTP – Begin Construction		11/2012		11/2012	
Final Inspection		4/2013			
Submit As-Builts & Final Documentation		5/2013			
Submit Final Reimbursement Request and Sponsor Closeout Letter		5/2013			

* The solicitation for qualifications and the service agreements must contain a list of projects, including this grant project, per A.R.S. 34-Chapter 6.

Regular Board of Supervisors Meeting

Meeting Date: 02/12/2013

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.

Health & Social Services

Regular Board of Supervisors Meeting**Meeting Date:** 02/12/2013

Health Start, Purchase Order# ADHS11-007047:2

Submitted By: Jennifer Steiger, Health & Social Services**Department:** Health & Social Services**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature NOT Required**# of ORIGINALS** 0**Submitted for Signature:****NAME of PRESENTER:** n/a**TITLE of PRESENTER:** n/a**Mandated Function?:** Not Mandated**Source of Mandate or Basis for Support?:**

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

Information
Agenda Item Text:

Approve Purchase Order # ADHS11-007047:2 for IGA# ADHS11-007047, Health Start Program between the Arizona Department of Health Services, Bureau of Women's and Children's Health, and Cochise Health & Social Services for the period of 7/1/2012 to 6/30/2013 in the annual amount of \$202,828.

Background:

The Health Department Maternal Child Health (MCH) program has received the Health Start grant for over 17 years and promotes healthy families and pregnancies among county residents. The grant serves women with a risk factor for pregnancy and post partum issues. The purpose is to reduce those risks through a community health worker program where medically trained community members act as a guide and mentor starting with the pregnancy and ending after the first two years of the child's life.

According to ADHS Maternal and Child Health data, Cochise County has the third highest rate of low birth weight infants in Arizona. As such, both mothers and children are at higher risk for preventable negative health outcomes. According to 2010 Census data there are approximately 3000 families in Cochise County with children under age 5. In 2011-2012 the Health Start Program served approximately 15% of those families. Even combined with the capacity of two other home visiting programs in Cochise County, we cannot reach even half of the families who need these services.

Department's Next Steps (if approved):

Your approvals are respectfully requested.

Impact of NOT Approving/Alternatives:

Not approving this grant will cause the cessation of this value-added program to at-risk pregnant women and parenting families in Cochise County. The home visiting programs provided by Cochise County served over 350 families with close to 2000 visits during fiscal year July '11-June'12 in four communities (Sierra Vista, Willcox, Benson and Douglas) of the county.

To BOS Staff: Document Disposition/Follow-Up:

BOS signature is not required. No contract amendments exist, this is only a purchase order.

Fiscal Impact

Fiscal Year: FY12-13
One-time Fixed Costs? (\$\$\$):
Ongoing Costs? (\$\$):
County Match Required? (\$\$): 71,697
A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 96,293
Source of Funding?: ADHS

Fiscal Impact & Funding Sources (if known):

This is a grant-funded, fixed price program from the Arizona Department of Health Services in the amount of \$202,828. Based on a twelve-month July-June funding cycle, the aggregate grant amount is \$202,828 in FY 12/13.

The net county subsidy is calculated as follows (projected salaries/EREs are for the twelve-month funding cycle and reflect current staffing levels):

Budgeted Salaries/EREs: \$204,965
A--87 Overhead at 46.98%: \$96,293
Collected Overhead at 12%: \$24,596
Net County Subsidy: \$71,697

Attachments

Health Start Purchase Order
GAF Health Start 1.13

Executive Summary Form

Agenda Number: **(CONTRACT NAME: Health Start)**

Recommendation:

Approve Purchase Order # ADHS11-007047:2 for IGA# ADHS11-007047, Health Start Program between the Arizona Department of Health Services, Bureau of Women's and Children's Health, and Cochise Health & Social Services for the period of 7/1/2012 to 6/30/2013 in the annual amount of \$202,828.

Background (Brief):

The Health Department Maternal Child Health (MCH) program has received the Health Start grant for over 17 years and promotes healthy families and pregnancies among county residents. The grant serves women with a risk factor for pregnancy and post partum issues. The purpose is to reduce those risks through a community health worker program where medically trained community members act as a guide and mentor starting with the pregnancy and ending after the first two years of the child's life.

According to ADHS Maternal and Child Health data, Cochise County has the third highest rate of low birth weight infants in Arizona. As such, both mothers and children are at higher risk for preventable negative health outcomes. According to 2010 Census data there are approximately 3000 families in Cochise County with children under age 5. In 2011-2012 the Health Start Program served approximately 15% of those families. Even combined with the capacity of two other home visiting programs in Cochise County, we cannot reach even half of the families who need these services.

Fiscal Impact & Funding Sources:

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Budgeted Salaries/EREs:	\$204,965
A--87 Overhead at 46.98%:	\$96,293
Collected Overhead at 12%:	<u>\$24,596</u>
Net County Subsidy:	\$71,697

Next Steps/Action Items/Follow-up:

Your approvals are respectfully requested.

Executive Summary Form

Impact of Not Approving:

Not approving this grant will cause the cessation of this value-added program to at-risk pregnant women and parenting families in Cochise County. The home visiting programs provided by Cochise County served over 350 families with close to 2000 visits during fiscal year July '11-June'12 in four communities (Sierra Vista, Willcox, Benson and Douglas) of the county.



ARIZONA STATE CONTRACT

CONTRACT RELEASE

ProcureAZ Purchase Order No.: ADHS11-007047:2
 Organizational Reference No.: E0057837
 Issued: 07/09/2012

Vendor Number: 000015299
 Cochise County Health Department
 1415 Melody Lane
 Building A
 Bisbee, AZ 85603

Contract No.: ADHS11-007047
 Title: Health Start

Arizona Department of Health Services
 Bureau of Women and Children's Health
 150 N. 18th Avenue, Suite 320
 Phoenix, AZ 85007
 US
 Email: procure@azdhs.gov
 (602) 364-1400

MAIL INVOICE IN DUPLICATE TO:
 Arizona Department of Health Services
 Bureau of Women and Children's Health
 150 N. 18th Avenue, Suite 320
 Phoenix, AZ 85007
 US
 Email: procure@azdhs.gov
 (602) 364-1400

Release Instructions

TERMS AND CONDITIONS set forth in our Bid, Quotation, or Purchase Order are incorporated herein by reference and become a part of this order.

Solicitation (Bid) No.:				Payment Terms:		
				Shipping Terms:		
				Delivery Calendar Day(s) A.R.O.: 0		
Item	Description	Requisition	Quantity	Unit	Unit Price	Total
1	Class-Item 952-13 PO EFFECTIVE 7/1/12 - 6/30/13 *** CONTRACT EFFECTIVE 10/1/10 - 9/30/13 *** CONTRACTOR TO INVOICE ACCORDING TO CONTRACT PRICE SHEET *** Health Start Services: Identify, screen, enroll, educate, support and advocate for pregnant/postpartum women at risk for a poor birth outcome. LN/FY/Account Code Dollar Amount 1/13/11-97181-43430-6811- \$ 202,828.00		1.00	YR	\$ 202,828.00	\$ 202,828.00

TOTAL: \$ 202,828.00

Approved By: Dee Vlahos

Phone No.: (602) 364-1425

Regular Board of Supervisors Meeting**Health & Social Services****Meeting Date:** 02/12/2013

Public Health Emergency Preparedness, Cold Storage of Human Remains MOU

Submitted By: Jennifer Steiger, Health & Social Services**Department:** Health & Social Services**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS** 2**Submitted for Signature:****NAME of PRESENTER:** n/a**TITLE of PRESENTER:** n/a**Docket Number (If applicable):****Mandated Function?:** Not Mandated**Source of Mandate or Basis for Support?:****Information****Agenda Item Text:**

Approve a Memorandum of Understanding between Joan Werner, property owner of 42 Main Street in Bisbee, and Cochise County for the purpose of providing cold storage of human remains; evoked in the event of a disaster or emergency resulting in mass fatalities in Cochise County; effective for five years with five-year automatic renewals and a thirty-day notice of termination.

Background:

Since February of 2009 the Board of Supervisors has sanctioned 46 original Memoranda of Understanding between various local agencies and Cochise County's Public Health Emergency Preparedness Program. The purpose and intent of all these MOU's is to enhance the public health emergency preparedness of our community through engagement of local partners in providing space or services to assist the County in emergency situations. This is the sole MOU for Mass Fatality storage capacity.

This MOU with Joan Werner has been reviewed and approved by the County Attorney's Office and their assistance with this effort is greatly appreciated.

Since this is a grant funded endeavor, there is no additional fiscal impact to the County.

Department's Next Steps (if approved):

The approval of the Board of Supervisors is respectfully requested.

Impact of NOT Approving/Alternatives:

Cochise County will not be able to provide cold storage of human remains at this location in case of a disaster or mass fatality event.

To BOS Staff: Document Disposition/Follow-Up:

Two originals sent to the Clerk of the Board for signature for signature on 1/28/13. Please return one fully executed original to J. Steiger for processing purposes.

Attachments

PHEP Werner Cold Storage MOU

Executive Summary Form

Agenda Number: HLT—

Public Health Emergency Preparedness Program-Health Department:

Memoranda of Understanding for Cold Storage of Human Remains during a Mass Fatality Event

Recommendation:

Approve the new Memorandum of Understanding between Joan Werner, property owner of 42 Main Street in Bisbee, and Cochise County for the purpose of providing cold storage of human remains, with dignity and respect. The human remains shall be appropriately stored until such time as internment can be arranged or the remains may be transferred to the Medical Examiner's Office. This MOU will only be evoked in the event of a disaster or emergency resulting in mass fatalities in Cochise County.

Background (Brief):

Since February of 2009 the Board of Supervisors has sanctioned 46 original Memoranda of Understanding between various local agencies and Cochise County's Public Health Emergency Preparedness Program. The purpose and intent of all these MOU's is to enhance the public health emergency preparedness of our community through engagement of local partners in providing space or services to assist the County in emergency situations. This is the sole MOU for Mass Fatality storage capacity.

This MOU with Joan Werner has been reviewed and approved by the County Attorney's Office and their assistance with this effort is greatly appreciated.

Fiscal Impact & Funding Sources:

Since this is a grant funded endeavor, there is no additional fiscal impact to the County.

Next Steps/Action Items/Follow Up:

The approval of the Board of Supervisors is respectfully requested.

Impact of Not Approving:

Cochise County will not be able to provide cold storage of human remains at this location in case of a disaster or mass fatality event.

MEMORANDUM OF UNDERSTANDING BETWEEN COCHISE COUNTY AND

This Memorandum of Understanding ("MOU") is entered into between Cochise County, a political subdivision of the State of Arizona, hereinafter referred to as "County", and Joan Werner, whose facility is located at 42 Main Street in Bisbee in Cochise County, Arizona.

WHEREAS, the County is tasked by statute with responding to intentional, accidental, and/or natural incidents resulting in a number of fatalities so as to overwhelm the existing resources for the storage capacity of dead bodies within the County and requiring the need for mass fatality storage until such time as interment can be arranged or transfer to the Medical Examiner's facility. Joan Werner, property owner of 42 Main Street, desires to provide assistance by allowing the County to utilize the cold storage facility during such an incident and

WHEREAS, for the purpose of this MOU, the County desires to provide mass fatality storage so as to allow for the proper disposal of the human remains with dignity and respect. Property owner, Joan, Werner, desires to render the facility dedicated for emergency storage of human remains during such event as necessary and until the disaster is mitigated.

NOW, THEREFORE, the parties agree as follows:

A. The County Shall:

1. Designate the principal contact person for this MOU as:

Title: Local Health Officer or Bioterrorism Preparedness Program
Director.

Address: 1415 Melody Lane, Building A, Bisbee, AZ 85603

Phone numbers: 520-432-9437 or 1-800-423-7271

This contact information shall be kept updated in order to remain current throughout the term of this MOU.

2. Notify the property owner of 42 Main Street, Joan Werner, as soon as practicable, upon determination of the need for mass fatality cold storage as set out in this MOU.
3. Provide environmental health sanitation inspections for the 42 Main Street property.
4. Provide restoration of the cold storage facility after the event is mitigated.

B. The Property Owner, Joan Werner, Shall:

1. Designate the principal contact person for this MOU as:

Title: Joan Werner , Property Owner

Address: 42 Main Street, Bisbee Arizona 85603

Phone numbers: 520-432-9976

This contact information shall be kept updated in order to remain current throughout the term of this MOU.

2. Provide 24/7 access to and use of the cold storage facility during a mass fatality emergency for as long as the event warrants.
3. Allow use of 42 Main Street property parking spaces for the disaster event.
4. Provide cold storage for deceased as long as emergency situation warrants and suspend regularly scheduled cold storage functions, if necessary, for the duration of the emergency.
5. Provide cold storage facilities to include, but not be limited to, adequate space, utilities, sanitary conditions, and cold storage ability in support of mass fatality events in Cochise County.

C. Term

The initial term of this MOU shall be for five (5) years, and the agreement shall be automatically renewed for additional five (5) year periods at the end of each five (5) year term, unless otherwise terminated pursuant to paragraph E.

D. Agreement Amendment

The parties to this MOU may amend, modify, or supplement this MOU in writing at any time by mutual consent. All other unaffected provisions set forth in this MOU shall remain in effect.

E. Termination

Either party may terminate this MOU at any time, with thirty (30) days notice in writing, to the other party. Such notice shall be given by personal delivery or by registered or certified mail at the other party's official mailing address.

F. Insurance

The County agrees to maintain liability insurance coverage, and to immediately inform the other party of a cancellation or decrease in coverage. Joan Werner agrees that it will maintain all existing liability insurance coverage for all of its personnel, land, buildings, equipment and physical assets applicable to the function of this MOU during the time when this MOU is in force and utilized.

G. Indemnity

Each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorneys fees, arising out of bodily injury or death of any person, or any property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are not caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers in the performance of this MOU.

H. Licensure

Joan Werner agrees to maintain all current licenses and permits applicable to the function of this MOU during the time when this MOU is in force and utilized. If required, County shall obtain emergency licenses or permits required for its operations.

I. Miscellaneous Provisions

1. **Assignment.** This MOU is non-assignable in whole or in part by either party without the written consent of the other party.
2. **Authority of Signatory.** Each individual executing this MOU on behalf of either party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the County or Joan Werner.
3. **Cancellation.** This MOU is subject to cancellation for conflict of interest without penalty or further obligation as provided by A.R.S. § 38-511.
4. **Entire Agreement.** This MOU and any attachments represent the entire agreement between the parties and supersede all prior negotiations, representations or agreements, whether express or implied, written or oral.

5. **Governing Law and Venue.** The terms and conditions of this MOU shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement shall be tried in the Superior Court of Cochise County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for on account of the breach of any term or conditions of this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.
6. **Incorporation of Documents.** All documents referred to in this MOU are hereby incorporated by reference into the MOU.
7. **Integration.** This MOU contains the entire arrangement between the parties. No statement, promise or inducement made by either party that is not contained in this written MOU and signed by both parties shall be valid or binding.
8. **No Third Party Beneficiaries.** Only the parties may enforce this MOU. The parties do not intend through this MOU to confer enforceable rights on any non-party and do not intend to create any third party beneficiaries to this MOU.
9. **Notices.** Any notice or demand under this MOU from either party to the other shall be in writing and shall be deemed to have been given when the notice is delivered personally or deposited in a U.S. mailbox, in a stamped envelope addressed to the other party's official business address provided herein. Either party may at any time change such address by delivering or mailing, as aforesaid, to the other party a notice stating the change.

<u>County</u>	<u>Joan Werner</u>
Cochise County Health Department	Property Owner
1415 Melody Lane	P.O. Box 317
Bisbee, AZ 85603	Bisbee, Arizona 85603
(520) 432-9437	(520) 432-9976

10. **Section Headings.** Captions and section headings used herein are for convenience only, are not a part of this MOU, shall not be deemed to limit or alter any provisions hereof, and shall not be deemed relevant in construing this MOU.

11. **Severability.** The provisions of this MOU shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provisions.
12. **Waiver of Terms and Conditions.** The failure of either party to insist on any one or more instances of performance of any of the terms of conditions of this MOU or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the date and year specified below.

DATED: _____

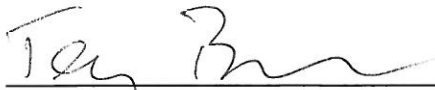
COCHISE COUNTY:

Richard R. Searle, Chairman
Board of Supervisors

ATTEST:

Katie A. Howard, Clerk of the Board

APPROVED AS TO FORM:



Terry Bannon, Deputy County Attorney

DATED: _____

Property Owner:



Joan Werner

Regular Board of Supervisors Meeting

Meeting Date: 02/12/2013

Person Transfer Liquor License High Desert Country Store

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 #9 (liquor store) liquor license submitted by Mr. Wayne R. DeMarsico for High Desert Country Store located at 2093 Arabian Lane, Cochise, 85606.

Background:

Mr. Wayne R. DeMarsico has applied for a series #9 (liquor store) liquor license for High Desert Country Store located at 2093 Arabian Lane, Cochise, 85606. The Sheriff's Office and the Planning and Zoning Department have recommended approval of the application. There have been no objections from the public.

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

Mr. Wayne R. DeMarsico 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

Posting Notice

Completed Review Forms

Affidavit of Posting

Arizona Department of Liquor Licenses and Control, Lic. #1252
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): 09020008

1. Type of License(s): 9 - LIQ. STORE

2. Total fees attached:

\$ 244 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. DeMarsico Wayne Richard
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: HIGH DESERT COUNTRY STORE, LLC B1049447
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: HIGH DESERT COUNTRY STORE B1005707
(Exactly as it appears on the exterior of premises)
4. Principal Street Location 2093 ARABIAN LANE Coculise Coculise 85606
(Do not use PO Box Number) City County Zip
5. Business Phone: (520) 826-3800 Daytime Contact: (520) 254-2008
6. Is the business located within the incorporated limits of the above city or town? ☒ YES ☒ NO
7. Mailing Address: 13180 S. PETE HUTCHENS RD. PEARCE, AZ 85625
City State Zip
8. Price paid for license only bar, beer and wine, or liquor store: Type 9 \$ 20,000.00 Type N/A \$ N/A

DEPARTMENT USE ONLY

Fees: 100 100 44 244
Application Interim Permit Agent Change Club Finger Prints \$
TOTAL OF ALL FEES

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

Accepted by: SG Date: 12/24/12 Lic. # 09020008

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. 12 DEC 24 07:14 AM EST
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. 09020008
4. Is the license currently in use? ☒ YES ☐ NO If no, how long has it been out of use? 07/08/1997 7/24

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

I, Gary Calvin Bennett, 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.

(Print full name)

State of Arizona County of Cochise

Gary Calvin Bennett
(Signature)

The foregoing instrument was acknowledged before me this

My commission expires on: Sept 2, 2015



Bonnie H. St. Clair
NOTARY PUBLIC - ARIZONA
COCHISE COUNTY
My Commission Expires
September 02, 2015

day of Nov, 2012
Month Year

Bonnie St. Clair
(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
☒ ☐	DeMarsico	Wayne	Richard	100%	13180 S. Pete Kitchens Road, Pearce	AZ 85625
☒ ☐	DeMarsico	Vicki	Sue	100%	13180 S. Pete Kitchens Road, Pearce	AZ 85625
☐ ☐						
☐ ☐						

) 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#
N/A					
N/A					

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES
AND CONTROL
ALCOHOLIC BEVERAGE LICENSE

License 09020008

Issue Date: 7/8/1997

Expiration Date: 6/30/2013

Issued To:

GARY CALVIN BENNETT, Agent
BENNETT GARY JTWROS, Owner

Location:

COUNTRY STORE
2093 N ARABIAN LANE
COCHISE, AZ 85606

Liquor Store

Mailing Address:

GARY CALVIN BENNETT
BENNETT GARY JTWROS
COUNTRY STORE
2093 N ARABIAN LANE
COCHISE, AZ 85606



POST THIS LICENSE IN A CONSPICUOUS PLACE

12 DEC 24 1997 PM 12:52

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.**

12 DEC 24 11:47 AM PM1252

1. Name of Corporation/L.L.C.: HIGH DESERT COUNTRY STORE, LLC
(Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 12/04/12 State where Incorporated/Organized: Arizona
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No: L-1808409-9 Date authorized to do business in AZ: 12/17/2012
5. Is Corp./L.L.C. Non-profit? ☐ YES ☒ NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
DEMARSICO	WAYNE	RICHARD	MANAGER	13180 S. PETE KITCHENS RD.	PEARCE, AZ 85625
DEMARSICO	VICKI	SUE	MANAGER	13180 S. PETE KITCHENS RD.	PEARCE, AZ 85625

(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
DEMARSICO	WAYNE	RICHARD	50%	13180 S. PETE KITCHENS RD.	PEARCE, AZ 85625
DEMARSICO	VICKI	SUE	50%	13180 S. PETE KITCHENS RD.	PEARCE, AZ 85625

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

SECTION 8 Club Applicants:

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

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)

2. Is club non-profit?
- ☐
- YES
- ☐
- NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:

1. Current Licensee's Name: _____
(Exactly as it appears on license) 12 DEC 24 19. Lic. PM1252 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.

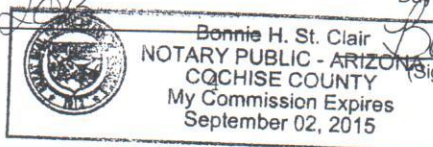
SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

1. Current Licensee's Name: Bennett, Gary Calvin Entity: Agent
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: BENNETT GARY STORES
(Exactly as it appears on license)
3. Current Business Name: COUNTRY STORE
(Exactly as it appears on license)
4. Physical Street Location of Business: Street 2093 N. Arabian Lane
City, State, Zip Cochise, AZ 85606
5. License Type: Liquor Store License Number: 09020008
6. If more than one license to be transferred: License Type: N/A License Number: N/A
7. Current Mailing Address: 209 Street N/A P.O. Box 634
(Other than business) City, State, Zip N/A EL PASO, AZ 85610
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, Gary Calvin Bennett, hereby authorize the department to process this application to transfer the
(print full name)
privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.
- I, Gary Calvin Bennett, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER
(print full name)
STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

State of Arizona County of Cochise
The foregoing instrument was acknowledged before me this
1st Day November 2012
Month Year

My commission expires on: Sept 2, 2015



Bonnie H. St. Clair
NOTARY PUBLIC - ARIZONA
COCHISE COUNTY
My Commission Expires
September 02, 2015
(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

12 DEC 24 LIQ. LIC. PM1252

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: 6.7 mi. Name of school PEARCE ELEMENTARY School
Address 1487 E. SCHOOL RD. PEARCE, AZ 85625
City, State, Zip
2. Distance to nearest church: 1.7 mi. Name of church BROKEN ARROW BAPTIST Church
Address 1538 US 191 CHOCOLISE, AZ 85606
City, State, Zip
3. I am the: ☒ Lessee ☐ Sublessee ☐ Owner ☐ Purchaser (of premises)
4. If the premises is leased give lessors: Name WAYNE & VICKI SUE DEMARSILLO
Address 13180 S. PETE KILBENS RD. PEARCE, AZ 85625
City, State, Zip
- 4a. Monthly rental/lease rate \$ 5,000.00 What is the remaining length of the lease 10 yrs. 0 mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ 0 or other N/A
(give details - attach additional sheet if necessary)
5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 320,000.00
Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
BENNETT	GARY	CALVIN	\$260,000	PO Box 634 ELFRIDA, AZ	85610	
JP Chase	MORGAN	JANE	\$60,000	150 W. GRANT ST. WILCOX, AZ	85643	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? GENERAL STORE / GAS STATION

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. 12 DEC 24 11:17 AM 2013
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 # 09020008 (exactly as it appears on license) Name Gary Calvin Bennett, Agent

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:
N/A 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 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 *2013*
2. Is your licensed premises currently closed due to construction, renovation, or redesign? ☒ YES ☒ NO
If yes, what is your estimated opening date? January 2, 2013 *not* N/A
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 spiritous 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.

B
applicants initials

SECTION 15 Diagram of Premises

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.

"Diagram Attached"

12 DEC 24 11:41 AM 2013

SECTION 16 Signature Block

I, Wayne Richard DeMarsico, 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 Wayne Richard DeMarsico
(signature of applicant listed in Section 4, Question 1)

State of Arizona County of Cochise

The foregoing instrument was acknowledged before me this
1st of November, 2012
Day Month Year

My commission expires on: 27 Feb 2015
Day Month Year

Kirsta L. Gonzales
signature of NOTARY PUBLIC

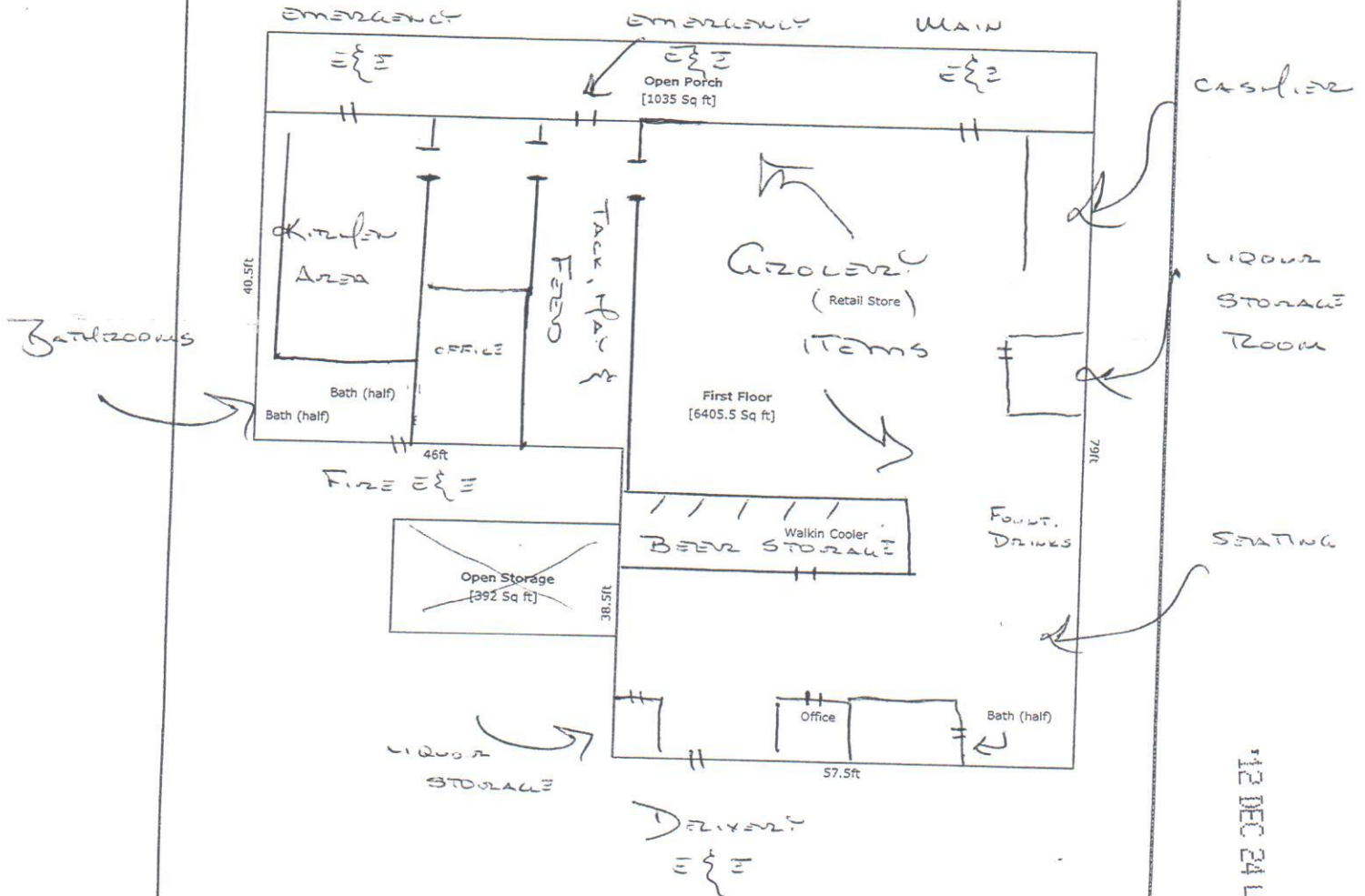


Building Sketch

Borrower/Client	Gary & Myrtle Bennett		
Property Address	2093 N Arabian Ln		
City	Cochise	County	Cochise
Lender	Western of Lordsburg	State	AZ.
		Zip Code	85606-8527

SECTION 15 CONT.

"HIGH DEBERT COUNTRY STORE"



Area Calculations Summary

Living Area		Calculation Details	
First Floor	6405.5 Sq ft	40.5 x 46 =	1863
		57.5 x 79 =	4542.5
Total Living Area (Rounded):			
	6406 Sq ft		
Non-living Area		Calculation Details	
Open Porch	1035 Sq ft	103.5 x 10 =	1035
Open Storage	392 Sq ft	14 x 28 =	392

12 DEC 24 14.14 PM 253

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: January 4, 2013

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

Cochise County Board of Supervisors

PLACE 1415 W. Melody Ln, Bldg. G, Bisbee AZ DATE/TIME FEBRUARY 12, 2013 @ 10:00 a.m.
HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: 851003

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: Wayne R. DeMarsico Address: 2093 Arabian Lane
Business Name: High Desert Country Store City/Zip: Cochise/85606
Liquor License #: 09020008 Parcel #: 206-23-016C
Ownership Type: LLC Liquor License ☒ Special Event Liquor License ☐
Partner(s): High Desert Country Store

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:

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: Danny Nikitas Title: Acting Director
Signature:  Date: 2/5/13
Contact phone: 520-586-8207 Email: dnikitas@cochise.az.gov

Return completed form with any attachments by: 1/14/13

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS

2013 JAN 17 A 11:01

APPLICANT INFORMATION

Applicant Name: Wayne R. DeMarsico Address: 2093 Arabian Lane
Business Name: High Desert Country Store City/Zip: Cochise/85606
Liquor License #: 09020008 Parcel #: 206-23-016C
Ownership Type: LLC Liquor License ☒ Special Event Liquor License ☐
Partner(s): High Desert Country Store 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 APPLICANTS HAVE HAD NO FELONY CONVICTIONS AND HAVE NOT BEEN INVOLVED IN ANY SIGNIFICANT EVENTS WITH THE COCHISE COUNTY SHERIFFS OFFICE. THERE HAVE NOT BEEN ANY SIGNIFICANT EVENTS AT THE BUSINESS LOCATION (2093 ARABIAN LANE, COCHISE, ARIZONA)

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

Approval

Disapproval

No Recommendation



Name:

T. SMALLEY # 0119

Title: DEPUTY SHERIFF / CIVIL DIVISION

Signature:

Shelley # 0119

Date: 01-14-13

Contact phone:

520-432-9514

Email: tsmalley@cochise.az.gov

Return completed form with any attachments by:

1/14/13

Reviewed by:
cds Mark A. Gentry
WHR

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: Wayne R. DeMarsico Address: 2093 Arabian Lane
Business Name: High Desert Country Store City/Zip: Cochise/85606
Liquor License #: 09020008 Parcel #: 206-23-016C
Ownership Type: LLC Liquor License ☒ Special Event Liquor License ☐
Partner(s): High Desert Country Store 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 ☐

Use permitted by P&Z? Y ☒ N ☐

Date Permit Issued: 10/31/01

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

Zoning: GB

Permit#: 995028

Use Permitted: Convenience Store and Restaurant

Year LNC Established: 1967

- ☐ 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

Signature: Dora V Flores

Contact phone: 520-432-9240

Title: Permit and Customer Service Coordinator

Date: January 7, 2013

Email: dflores@cochise.az.gov

Return completed form with any attachments by: 1/14/13

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Wayne R. DeMarsico Address: 2093 Arabian Lane
Business Name: High Desert Country Store City/Zip: Cochise/85606
Liquor License #: 09020008 Parcel #: 206-23-016C
Ownership Type: LLC Liquor License ☒ Special Event Liquor License ☐
Partner(s): High Desert Country Store, LLC

TO BE COMPLETED BY THE TREASURER'S OFFICE

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

XX Yes ☐ No

1st half 2012 taxes were paid on: 11/1/2012

If not, please attach pertinent documentation.

Comments:

Name: PJ Green Title: _____
Signature: _____ Date: 1/7/2013
Contact phone: 432-8406 Email: _____

Return completed form with any attachments by: 1/14/13

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: January 4, 2013 Date of Posting Removal: January 25, 2013

Applicant Name: De Marsico Wayne Richard
Last First Middle

Business Address: 2093 Arabian Lane Cochise 85604
Street City Zip

License #: 09020008

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 1-24-13
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: 02/12/2013

Resolution for FY 14 Grant Submission Governor's Office of Highway Safety

Submitted By: Mark Genz, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 2

Submitted for Signature:

NAME of PRESENTER: Mark Genz

TITLE of PRESENTER: Commander

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

Docket Number (If applicable):

Information

Agenda Item Text:

Adopt Resolution 13-03 granting permission for the Cochise County Sheriff's Office to apply for grant funding from the Governor's Office of Highway Safety for Arizona's Fiscal Year 2014 Highway Safety Plan.

Background:

This is a recurring grant from the Governor's Office of Highway Safety and provides overtime funding to increase enforcement patrols and provide educational activities at schools, community events and for civic organizations. There are no matching funds required

Department's Next Steps (if approved):

Upon approval, the Sheriff's Office will apply for grant funding through the Governor's Office of Highway Safety.

Impact of NOT Approving/Alternatives:

If not approved, the Sheriff's Office will be be able to provide these increased patrols and educational activity with overtime funding. These activities will have to be done by deputies taken off normal patrol functions, diminishing the service to the community.

To BOS Staff: Document Disposition/Follow-Up:

Upon completion, please return both original copies to the Sheriff's Office so they can be submitted to the Governor's Office of Highway Safety along with the grant application packet.

Fiscal Impact

Fiscal Year: 0

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

Ongoing Costs? (\$\$\$): 0

County Match Required? (\$\$\$): 0

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 0

Source of Funding?: 0

Fiscal Impact & Funding Sources (if known):

None

Attachments

Resolution

RESOLUTION 13-__

**TO APPROVE THE SUBMISSION OF PROJECTS FOR CONSIDERATION IN
ARIZONA'S FISCAL YEAR 2014 HIGHWAY AND SAFETY PLAN**

WHEREAS, the Governor's Office of Highway Safety is seeking proposals from state and local agencies for projects relating to all aspects of highway safety; and

WHEREAS, the County of Cochise, through the Cochise County Sheriff's Office, is interested in submitting projects to be considered for funding in the form of reimbursable grants from the National Highway Traffic Safety Administration;

NOW, THEREFORE, IT IS HEREBY RESOLVED that we, the members of the Board of Supervisors of Cochise County:

Grant approval of the submission of projects for consideration in Arizona's Fiscal Year 2014 Highway Safety Plan.

Cochise County Sheriff Mark Dannels, or his designee, is appointed agent for the County of Cochise to conduct all negotiations and to execute and submit all documents and any other necessary or desirable instruments in connection with such grant.

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this ____ day of _____, 2013.

Richard R. Searle, Chairman
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard,
Clerk of the Board

Terry Bannon
Civil Deputy County Attorney

Regular Board of Supervisors Meeting

Meeting Date: 02/12/2013

State and Federal Legislation Discussion

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

NAME na
of PRESENTER:

Mandated Function?:

Recommendation:

of ORIGINALS

Submitted for Signature:

TITLE na
of PRESENTER:

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

Information

Agenda Item Text:

Discussion and possible action regarding state and federal legislative matters, including but not limited to the items in the attached County Supervisors Association Legislative Policy Committee Agenda and the proposed State budget.

Background:

na

Department's Next Steps (if approved):

na

Impact of NOT Approving/Alternatives:

na

To BOS Staff: Document Disposition/Follow-Up:

na

Attachments

LPC Agenda



County Supervisors

A S S O C I A T I O N
o f a r i z o n a

1905 W. Washington St., Ste. 100, Phoenix, AZ 85009
(602) 252-5521 fax: (602) 253-3227

COUNTY SUPERVISORS ASSOCIATION LEGISLATIVE POLICY COMMITTEE

AGENDA

February 1, 2013

Teleconference 1-866-228-9900

Access Code 326208#

[Web Link](#)

County Supervisors Association
1905 W. Washington St.
Phoenix, AZ

9:00 a.m. Call to Order ~ *President Lenore Stuart*

- A) State Budget Update
 - 1) Governor's TPT Reform Proposals
- B) Legislative Bills / Issues for Discussion and Possible Consideration
 - 1) [HB 2118](#): flood protection districts; property exclusion (*Pratt*)
 - 2) [HB 2280](#): employee benefits; state preemption (*Forese*)
 - 3) [HB 2307](#): postconviction relief; fees (*Farnsworth*)
 - 4) [HB 2331](#): bonding; taxation; expenditures; district limitations (*Montenegro*)
 - 5) [HB 2338](#): regional water augmentation authorities (*Tobin*)
 - 6) [SB 1112](#): Arizona firearms; prohibited enforcement (*Ward*)
 - 7) [SB 1143](#): golf course pesticide license; fee (*Pierce*)
 - 8) [SB 1210](#): municipalities; municipal policies; shared revenues (*Burges*)
 - 9) [SB 1211](#): property tax delinquency; interest rate (*Burges*)
- C) AACo Agenda Bills
 - 1) [HB 2111](#): investments; public monies (*Lesko*)
 - 2) [HB 2499](#): JTEDs; per pupil funding calculation (*Goodale*)
 - 3) [SB 1088](#): constables; prohibited acts (*Burges*)
 - 4) [SB 1089](#): arbitration bonds; discharge; application (*Burges*)
 - 5) [SB 1216](#): clerk of court; duties; records (*Burges*)
 - 6) [SB 1261](#): permanent early voting lists; amendments (*Reagan*)
- D) Update of CSA-sponsored Bills
 - 1) [HB 2124](#): fire districts reorganization elections (*Ugenti*)
 - 2) [HB 2138](#): municipalities; rights-of-way; transfer (*Pratt*)
 - 3) [SB 1098](#): medical marijuana; zoning authority (*Pierce*)
 - 4) [HB 2175](#): special districts; use fees (*Fann*)
 - 5) Folder #587: sales tax authority (*Crandell*)
- E) Other Business
- F) Next Meeting Date and Time (*Friday, February 8, at 9:00 a.m.*)
- G) Adjourn

FY14 Executive Budget Recommendations and JLBC Baseline Impacts to Counties

County Specific issues	Total County Impact	
	JLBC Baseline	Exec. Recommendation
HURF Funds – In FY13 the State swept \$110 million above the statutory limit from HURF to fund DPS operations. Of that amount counties lost \$20.9 million	Continues the FY13 sweep of \$110 million above the limit	Permanently repeal the statutory limit on HURF revenues to fund DPS. (Keeps FY13 funding level: \$110 million)
Sexually Violent Persons (SVP) – Beginning in FY10 counties paid 50% of the cost to house a Sexually Violent Person (SVP) at the Arizona State Hospital	Continues to shift 50% of the cost to counties. Using FY12, the estimated impact to counties is \$5.4 million in FY14	
Restoration To Competency (RTC) – Beginning in FY10 counties were required to pay 100% of the cost for RTC assignments at ASH	Continuation of 100% of cost to counties	
AHCCCS/ALTCS – Counties make four major healthcare payments to the state, the largest being to the Arizona Long Term Care System (ALTCS)	ALTCS \$244.7M Total Payments \$298.5M	ALTCS \$247.3M Total Payments \$297.6M
County Assistance Fund (CAF) – Monies generated by lottery ticket sales	No restoration	Restores CAF and allocates \$550,000 to each of the 10 counties populations fewer than 200,000
JP Salaries – The state and counties split the cost of paying JP salaries with the state paying 19.25% and the counties paying the remainder	Continues to appropriate \$1.1M for county reimbursement (\$116,860 FY13)	Increases appropriation by \$90,000 to \$1.2M for county reimbursement (\$116, 860 FY13)
State Aid to Indigent Defense – Funded through a portion of penalty assessment on fines and forfeitures imposed by the court, monies were used for cases requiring a public defender. FY12 budget swept funds to DPS	No restoration	Makes permanent the diversion of funds from the State Aid to Indigent Defense Fund to DPS Equipment Fund
County Flexibility Language – Allows counties to use any source of revenue (special districts/funds) to meet obligations	Eliminates County flexibility except for RTC & SVP payments	Eliminates County flexibility

NOTE: Not all impacts to counties are listed. Several items that did not change from FY13 and where there is no discrepancy between the Baseline and the Governor's budget recommendation were omitted.

New Report

51st Legislature - 1st Regular Session, 2013

Wednesday, Jan 30 2013 2:07 PM

Bill summaries and histories copyright 2013 Arizona Capitol Reports, L.L.C.

2/1 LPC

Bill Summaries

H2118: FLOOD PROTECTION DISTRICTS; PROPERTY EXCLUSION

Repeals statute allowing flood protection districts in counties with four or more districts to exclude lands from their jurisdiction in certain circumstances.

First sponsor: Rep. Pratt

H2118 Daily History

Date Action

FLOOD PROTECTION DISTRICTS; PROPERTY EXCLUSION 1/29 from House agri-water do pass.

FLOOD PROTECTION DISTRICTS; PROPERTY EXCLUSION 1/17 referred to House agri-water.

H2280: EMPLOYEE BENEFITS; STATE PREEMPTION

The regulation of employee benefits is of statewide concern and not subject to further regulation by counties, municipalities or other political subdivisions.

First sponsor: Rep. Forese

H2280 Daily History

Date Action

EMPLOYEE BENEFITS; STATE PREEMPTION 1/30 House com held.

EMPLOYEE BENEFITS; STATE PREEMPTION 1/22 referred to House com.

H2307: POSTCONVICTION RELIEF; FEES

The pay for counsel appointed to represent a capital defendant in state postconviction relief proceedings is no longer capped at 200 hours of work. The court or the court's designee is required to review and approve all reasonable fees and costs for counsel, instead of only those approved above the 200 hour threshold for good cause shown.

First sponsor: Rep. Farnsworth

H2307 Daily History

Date Action

POSTCONVICTION RELIEF; FEES 1/23 referred to House jud.

H2338: REGIONAL WATER AUGMENTATION AUTHORITIES

Adds a new chapter to article 45 (Waters) regulating regional water augmentation authorities. Two or more specified entities, one of which must be a public agency, may form a regional water augmentation authority. Establishes the processes for formation and dissolution of the authority. Powers and duties of a board of directors are specified, including to lawfully acquire or sell property, easements and rights-of-way for water supplies and projects, acquire or assign water rights, acquire and sell water, treat water, charge fees for services and water sales, issue revenue bonds, and exercise the power of eminent domain in specified circumstances. Authority boards are also authorized to apply for and receive financial assistance from the water supply development revolving trust fund. Establishes regulations for revenue bonds issued by an authority, including bond authorization, obligation for the bonds, issuance and sale of the bonds, authorized investments of bond proceeds, and payment of bonds. Appropriates \$30 million from the general fund in

FY2013-14 to the water supply development revolving trust fund for the purposes of this legislation.

First sponsor: Rep. Tobin
Others: Rep. Barton

H2338 Daily History

Date Action

REGIONAL WATER AUGMENTATION AUTHORITIES 1/22 referred to House agri-water, appro.

S1112: AZ FIREARMS; PROHIBITED ENFORCEMENT

"Public servants" (defined), federally licensed firearms dealers, and officials and employees of the U.S. government are prohibited from enforcing or attempting to enforce any law or regulation of the U.S. government relating to a personal firearm, a firearm accessory or ammunition that is owned or manufactured commercially or privately in Arizona and that remains exclusively within the borders of this state. Officials or employees of the U.S. government in violation of this prohibition are guilty of a class 6 (lowest) felony. The Attorney General may defend an Arizona citizen who is prosecuted by the U.S. government for a violation of these federal laws. Any federal law, regulation or order that is effective on or after January 1, 2013 is unenforceable within Arizona if it attempts to ban or restrict ownership of a semiautomatic firearm or any magazine of a firearm, or to require any firearm, magazine or accessory to be registered.

First sponsor: Sen. Ward
Others: Rep. Borrelli, Rep. Boyer, Sen. Burges, Sen. Crandell, Rep. Gray, Sen. Griffin, Rep. Petersen, Rep. Seel, Sen. Shooter, Rep. Townsend

S1112 Daily History

Date Action

AZ FIREARMS; PROHIBITED ENFORCEMENT 1/23 referred to Senate pub safety.

S1143: GOLF COURSE PESTICIDE LICENSE; FEE

For the purpose of structural pest management regulations, the definitions of "pest management" and "business of structural pest control" are modified. The maximum fee for a license or certificate for pesticide use on golf courses is set by the Department of Agriculture by rule.

First sponsor: Sen. S. Pierce
Others: Rep. Barton, Rep. Brophy McGee, Sen. Crandell, Rep. Fann, Sen. Griffin, Sen. Pancrazi, Rep. Pratt, Sen. Shooter

S1143 Daily History

Date Action

GOLF COURSE PESTICIDE LICENSE; FEE 1/30 Senate nat res-rural do pass; report awaited.

GOLF COURSE PESTICIDE LICENSE; FEE 1/24 referred to Senate nat res-rural.

S1210: MUNICIPALITIES; MUNICIPAL POLICIES; SHARED REVENUES

If a complaint is filed with the Ombudsman-Citizens Aide or an independent auditor alleging that a municipality has wilfully violated it's personnel or purchasing policies, the Ombudsman or auditor is required to investigate the complaint. If a municipality is found to be in violation and fails to cure the violation, on the written determination of the Ombudsman or auditor, the State Treasurer is required to withhold at least 10 percent of the municipality's distribution of state shared revenues. The State Treasurer must continue withholding subsequent distributions until the municipality complies with the policy.

First sponsor: Sen. Burges
Others: Sen. Crandell, Sen. Melvin

S1210 Daily History

Date Action

MUNICIPALITIES; MUNICIPAL POLICIES; SHARED REVENUES 1/28 referred to Senate gov-env.

S1211: PROPERTY TAX DELINQUENCY; INTEREST RATE

Property taxes bear interest from the time of delinquency at the rate of 10 percent per year simple, decreased from 16 percent.

First sponsor: Sen. Burges

Others: Sen. Crandell, Sen. Gallardo, Sen. Melvin

S1211 Daily History

Date Action

PROPERTY TAX DELINQUENCY; INTEREST RATE 1/28 referred to Senate fin.

New Report

51st Legislature - 1st Regular Session, 2013

Wednesday, Jan 30 2013 1:54 PM

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AACo's Bills

Bill Summaries

H2111: INVESTMENTS; PUBLIC MONIES

The list of eligible investments for public monies invested by the State Treasurer is modified to include bonds of special taxing districts, and to allow investment in any evidences of indebtedness that are denominated in U.S. dollars and that carry at least an "A" rating from two or more nationally recognized rating agencies. Previously, investments in evidences of indebtedness were limited to bonds, debentures and notes issued by corporations organized and doing business in the U.S. that were rated within the top three ratings by one rating agency.

First sponsor: Rep. Lesko

H2111 Daily History	Date	Action
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INVESTMENTS; PUBLIC MONIES 1/28 from House ways-means do pass.

INVESTMENTS; PUBLIC MONIES 1/24 House ways-means do pass; report awaited.

INVESTMENTS; PUBLIC MONIES 1/17 referred to House ways-means.

H2499: JTEDS; PER PUPIL FUNDING CALCULATION

The average daily membership for a student in grades 10 through 12 who is enrolled in a course that meets for at least 150 minutes per class period at a centralized campus leased and operated by a JTED is capped at 0.75 if specified conditions are met. A student enrolled in an accommodation school may be treated as a student of the school district in which the student physically resides for the purposes of JTED enrollment, and the student counts in the calculation of average daily attendance for either the JTED or the accommodation school or both.

First sponsor: Rep. Goodale

Others: Sen. Bradley, Sen. Cajero Bedford, Rep. Dial, Sen. Farley, Sen. Jackson, Jr., Rep. Meyer, Rep. Orr, Sen. Pancrazi, Sen. Reagan, Rep. Saldate, Sen. Ward

H2499 Daily History	Date	Action
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No actions posted for this bill within the requested time frame.

S1088: CONSTABLES; PROHIBITED ACTS

A constable is prohibited from using a private process server certificate while duly elected or appointed to serve as a constable.

First sponsor: Sen. Burges

S1088 Daily History	Date	Action
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CONSTABLES; PROHIBITED ACTS 1/29 from Senate jud with amend #4007.

CONSTABLES; PROHIBITED ACTS 1/28 Senate jud amended; report awaited.

CONSTABLES; PROHIBITED ACTS 1/17 referred to Senate jud.

S1089: ARBITRATION BONDS; DISCHARGE; APPLICATION

Legislation enacted in 2012, which requires certain arbitration deposits to be used to reimburse the county for arbitrator compensation and the balance to be refunded to the appellant, applies to all arbitration deposits that were in possession of the county on or after August 2, 2012 (the general effective date for the legislation).

First sponsor: Sen. Burges

S1089 Daily History

Date Action

ARBITRATION BONDS; DISCHARGE; APPLICATION 1/29 from Senate jud do pass.

ARBITRATION BONDS; DISCHARGE; APPLICATION 1/28 Senate jud do pass; report awaited.

ARBITRATION BONDS; DISCHARGE; APPLICATION 1/17 referred to Senate jud.

S1216: CLERK OF COURT; DUTIES; RECORDS

The clerks of the Supreme Court, courts of appeal and superior courts are no longer required to keep records in books.

First sponsor: Sen. Burges

S1216 Daily History

Date Action

CLERK OF COURT; DUTIES; RECORDS 1/28 referred to Senate gov-env.

S1261: PERMANENT EARLY VOTING LISTS; AMENDMENTS

By December 1 of each even-numbered year, the county recorder may send a notice to each voter on the permanent early voting list (PEVL) and who did not vote an early ballot in both the most recent primary and general elections to inform the voter that if the voter wishes to remain on the PEVL, he/she must confirm that desire in writing and return the completed notice within 30 days. If the voter fails to respond within 30 days, the county recorder must remove the voter's name from the PEVL. Applies to voters on the PEVL who did not vote an early ballot in both the 2012 primary and general elections. PEVL request forms that are distributed by a candidate, political committee or another organization are required to include a statement that by signing the voter is agreeing to receive an early ballot for every election. Any person who knowingly alters a voter registration form without the consent of the registrant is guilty of a class 5 (second lowest) felony.

First sponsor: Sen. Reagan

Others: Sen. Driggs, Sen. Worsley

S1261 Daily History

Date

Action

No actions posted for this bill within the requested time frame.

New Report

51st Legislature - 1st Regular Session, 2013

Wednesday, Jan 30 2013 1:55 PM

Bill summaries and histories copyright 2013 Arizona Capitol Reports, L.L.C.

Legislative Agenda

Bill Summaries

H2124: FIRE DIST REORGANIZATION ELECTIONS

Various changes to statutes governing elections to reorganize a fire district, including requiring any person seeking election to the governing body that would be formed or expanded upon reorganization to comply with the nomination requirements for a candidate prescribed in state statute, including filing a nomination paper and nomination petitions.

First sponsor: Rep. Ugenti

H2124 Daily History

Date Action

FIRE DIST REORGANIZATION ELECTIONS 1/29 House gov do pass; report awaited.

FIRE DIST REORGANIZATION ELECTIONS 1/22 referred to House gov.

H2138: MUNICIPALITIES; RIGHT-OF-WAY; TRANSFER

As an alternative to municipal annexation, a county right-of-way or roadway may be transferred to an adjacent city or town by mutual consent of the governing bodies. Previously, a county right-of-way or roadway could be annexed to an adjacent city or town by mutual consent of the governing bodies.

First sponsor: Rep. Pratt

H2138 Daily History

Date Action

MUNICIPALITIES; RIGHT-OF-WAY; TRANSFER 1/22 referred to House gov.

H2175: WATER IMPROVEMENT, SANITARY DISTRICTS; LIENS

Domestic water improvement districts are authorized to charge an availability fee of up to 50 percent of the user fee on all property in the district that is not connected to the existing water system. Water improvement districts and sanitary districts are authorized to file a lien on property for the nonpayment of availability fees.

First sponsor: Rep. Fann

H2175 Daily History

Date Action

WATER IMPROVEMENT, SANITARY DISTRICTS; LIENS 1/22 referred to House agri-water.

S1098: MARIJUANA; CULTIVATION; COUNTY ZONING

The restriction on county zoning regulations for general agricultural purposes does not include the cultivation of cannabis.

First sponsor: Sen. S. Pierce

Others: Rep. Borrelli, Rep. Fann, Rep. Goodale, Sen. Yee

S1098 Daily History

Date Action

MARIJUANA; CULTIVATION; COUNTY ZONING 1/30 Senate nat res-rural do pass; report awaited.

MARIJUANA; CULTIVATION; COUNTY ZONING 1/22 referred to Senate nat res-rural.