



Cochise County Board of Supervisors

Public Programs...Personal Service
www.cochise.az.gov

ANN ENGLISH
Chairman
District 2

PATRICK G. CALL
Vice-Chairman
District 1

PEGGY JUDD
Supervisor
District 3

EDWARD T. GILLIGAN
County Administrator

ARLETHE G. RIOS
Clerk of the Board

AGENDA FOR REGULAR BOARD MEETING

Tuesday, September 26, 2017 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.

The Board may permit public comment during the discussion of any item on this agenda. If you wish to be heard on a specific item, please sign up to be heard using the 'Specific Item' on the speaker form provided, and please list the item about which you wish to be heard. Persons will be permitted three minutes to speak.

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

CALL TO THE PUBLIC

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

PRESENTATION

Presentation by Mr. Witschi, retired University of Arizona Water System Manager, regarding the San Pedro River.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of September 12, 2017.
2. Approve a Proclamation declaring October 5-8, 2017 the Official Rex Allen Jr. as the Sunrise to Sunset Retirement Celebration during the Rex Allen Days 2017 in Cochise County.

3. Approve an application for a Permanent Extension of Premises liquor license submitted by Ms. Melanie Bermudez for Pillsbury Wine Company, Winery, located at 6450 S. Bennett Pl, Willcox, 85643.

Community Development

4. Approve the appointments of the following individuals to the Building Code Advisory and Appeals Board: Sharon Flissar to replace Mike Hemesath as the professional engineer board member and fill a two-year term due to expire on September 25, 2019; Reappoint Ray Klumb as the licensed architect board member and fill a two-year term due to expire on September 25, 2019; and reappoint Jim Olander as the electrical trade board member and fill a four-year term due to expire on September 25, 2021.

County Attorney

5. Approve the Victims' Rights Program (VRP) Award Agreement A.G. 2018-002 in the amount of \$30,100 between the Arizona Attorney General and the Cochise County Attorney's Office for the period July 1, 2017 to June 30, 2018.

County Sheriff

6. Approve grant agreement A.G.#:2018-043 with the Arizona Attorney General's Office in the amount of \$14,200 for the continuation of funding assistance for personnel who perform Victim Rights services for the Sheriff's Office for the period of July 1, 2017 to June 30, 2018.

Facilities

7. Approve new restructured lease for Dr. Michael Ames for operation of an animal crematorium at the Bisbee Douglas International (BDI) cannery building for one year with the option to renew on an annual basis for ten years.
8. Approve the agreement between Bisbee Vogue, Inc., a nonprofit corporation, and Cochise County for use of County premises around the Superior Courthouse and Administration Building for the "Bisbee 1000 The Great Stair Climb", from October 20-22, 2017.

Finance

9. Approve demands and budget amendments for operating transfers.

PUBLIC HEARINGS

Board of Supervisors

10. Approve a new liquor license application for a series #13 Farm Winery submitted by Ms. Edith Jeanne Gustason, for High Lonesome Vineyard, located at 8979 N. High Lonesome Road, McNeal, AZ 85617.

11. Approve a new liquor license application for a series #10 Beer & Wine Store license submitted by Mr. Morris Mennenga for 9 Acre Travel Complex, located at 2500 W Business I-10, San Simon, AZ 85632.

ACTION

County Sheriff

12. Approve grant agreement HT-17-2727 with the Southwest Border Arizona Region High Intensity Drug Trafficking Area (HIDTA) for the Sheriff's Office to participate in the Southern Arizona Major Investigative Team (SAMIT) in the amount of \$157,700 for salaries, partial fringe benefits (ERE), and supplies effective January 1, 2017 through December 31, 2018.

Fleet & Heavy Fleet

13. Approve the award of Invitation for Bids (IFB) No. 18-17-FMD-03 to Courtesy Chevrolet for the purchase of 27 fleet vehicles for the Fleet Services Department in the amount of \$671,583.35 plus applicable fees.

Information Technology

14. Approve an agreement between the Elfrida Fire District and Cochise County for the Elfrida Fire District to lease property to Cochise County for communication equipment and Cochise County to lease tower space to Elfrida Fire District in lieu of rental payment effective immediately through September 26, 2022 with two additional five year renewal options.

REPORT BY EDWARD T. GILLIGAN 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, Peggy Judd

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.

Consent 1.

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 09/26/2017

Minutes

Submitted By: Melissa Belasco, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Approve the Minutes of the regular meeting of the Board of Supervisors of September 12, 2017.

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:

Scan to OnBase and File.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 09/26/2017

Approve Proclamation: Rex Allen Jr Retirement Celebration during Rex Allen Days 2017

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate
or Basis for Support?:

Information

Agenda Item Text:

Approve a Proclamation declaring October 5-8, 2017 the Official Rex Allen Jr. as the Sunrise to Sunset Retirement Celebration during the Rex Allen Days 2017 in Cochise County.

Background:

Cochise County's proclamation attached.

Department's Next Steps (if approved):

File Cochise County's Proclamation.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

n/a

Budget Information

*Information about available funds*Budgeted: ☐Funds Available: ☐

Amount Available:

Unbudgeted: ☐Funds NOT Available: ☐Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Proclamation



Cochise County Board of Supervisors

Public Programs...Personal Service
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PROCLAMATION

**Rex Allen Jr., Sunrise to Sunset Retirement Celebration during Rex Allen Days 2017
October 5-8, 2017**

WHEREAS, throughout the history of Cochise County and Arizona, Western music has played a large part in preserving western heritage and the culture of Arizona; and

WHEREAS, it is necessary to recognize the importance of educating our youth of their western heritage and gathering to honor the Cowboy and the contributions to Cochise County and Arizona; and

WHEREAS, Willcox, Arizona is the birth place and hometown of “The Arizona Cowboy” actor and singer, Rex Allen; and

WHEREAS, Cochise County has appreciated the dedication of Rex Allen and Rex Allen, Jr. as they shared their musical talents and beautiful voices every year, since 1951, at Rex Allen Days in Willcox, Arizona the Western Weekend of fund and entertainment; and

WHEREAS, in this 66th year of Rex Allen Days, Rex Allen, Jr. has faithfully and joyfully stood in the footsteps of his father, Rex Allen, and entertained audiences at the Rex Allen Days, every October, with his stage show performances from the time of his father’s retirement in 1976; and

NOW THEREFORE, the Cochise County Board of Supervisors hereby proclaim October 5-8, 2017 as
Official Rex Allen Jr, Sunrise to Sunset Retirement Celebration during Rex Allen Days 2017.

PASSED AND ADOPTED this 26th day of September, 2017.

Ann English, Chairman

Patrick G. Call, Vice-Chairman

Peggy Judd, Supervisor

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 09/26/2017

Permanent Extension of Premises for Pillsbury Wine Company

Submitted By: Melissa Belasco, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate
or Basis for Support?:

Information

Agenda Item Text:

Approve an application for a Permanent Extension of Premises liquor license submitted by Ms. Melanie Bermudez for Pillsbury Wine Company, Winery, located at 6450 S. Bennett Pl, Willcox, 85643.

Background:

Ms. Melanie Bermudez has applied for a Permanent Extension of Premises/Patio liquor license for Pillsbury Wine Company, Winery, located at 6450 S. Bennett Pl, Willcox, 85643. The extension of premise is for an outside patio and will be permanent. The Sheriff's Office has no recommendation and **Planning and Zoning** have recommended approval of the application. Supporting documentation regarding this liquor license is on file with the Clerk of the Board of Supervisors.

Department's Next Steps (if approved):

Board staff will forward the Board's decision to the ADLLC.

Impact of NOT Approving/Alternatives:

The applicant will not be able to serve liquor outside of the established premises.

To BOS Staff: Document Disposition/Follow-Up:

Board staff will forward the Board's decision to the ADLLC.

Budget Information

Information about available funds

Budgeted: ☐Funds Available: ☐

Amount Available:

Unbudgeted: ☐Funds NOT Available: ☐Amendment: ☐

Account Code(s) for Available Funds

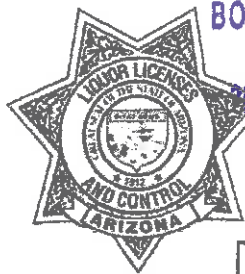
1:

Fund Transfers

Attachments

Application

Department Review Forms



RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS

2017 SEP -11 AM 8:18

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

DLIC USE ONLY

CSR:

Log #:

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

parcel #
305-93-050A

OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR

Notice: Allow 30-45 days to process permanent change of premises

☒ Permanent change of area of service. A non-refundable \$50. Fee will apply. Specific purpose for change:

We want to include the whole 100 acres of Vineyard property

☐ Temporary change (No Fee) for date(s) of: ___/___/___ through ___/___/___ list specific purpose for change:

1. Licensee's Name: Bermudez Melanie Eugenia License #: 13023010
Last First Middle
2. Mailing address: 4109 E Via Estrella Phoenix AZ 85028
Street City State Zip Code
3. Business Name: Pillsbury Wine Company LLC/Vineyard Estates LLC
4. Business Address: 6450 S Bennett Place Willcox AZ 85643
Street City State Zip Code
5. Email Address: spillsbury@aol.com
6. Business Phone Number: 301 508 3348 Contact Phone Number: 310 508 3348

7. Is extension of premises/patio complete?
☐ N/A ☒ Yes ☐ No If no, what is your estimated completion date? ___/___/___

8. Do you understand Arizona Liquor Laws and Regulations?
☒ Yes ☐ No

9. Does this extension bring your premises within 300 feet of a church or school?
☐ Yes ☒ No

10. Have you received approved Liquor Law Training?
☒ Yes ☐ No

11. What security precautions will be taken to prevent liquor violations in the extended area? _____
Property is fenced and occupied 24/7

12. **IMPORTANT:** Attach the revised floor plan, clearly depicting your licensed premises along with the new extended area outlined in black marker or ink, if the extended area is not outlined and marked "extension" we cannot accept the application.

- ☒ Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premises. List specific reasons for exemption:

Wine serving area is in the middle of 100 acres of isolated, fenced rural land

☐ Approval ☐ Disapproval by DLLC: _____ Date: ____/____/____

Notary

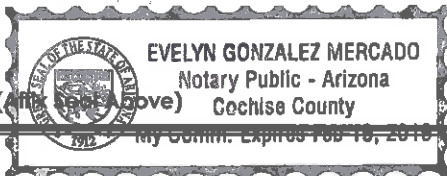
I, (Signature) [Signature], hereby declare that I am a **CONTROLLING PERSON/ AGENT** filing this notification. I have read this document and the contents and all statements are true, correct and complete.

State of Arizona

County of Cochise

On this 25 Day of August, 20 17 before me personally appeared Samuel Wallace P. Kelly
(Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.



[Signature]
Signature of NOTARY PUBLIC

GOVERNING BOARD

After completion, and **BEFORE submitting to the Department of Liquor**, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

☐ Approval ☐ Disapproval

Authorized Signature

Title

Agency

Date

DLLC USE ONLY

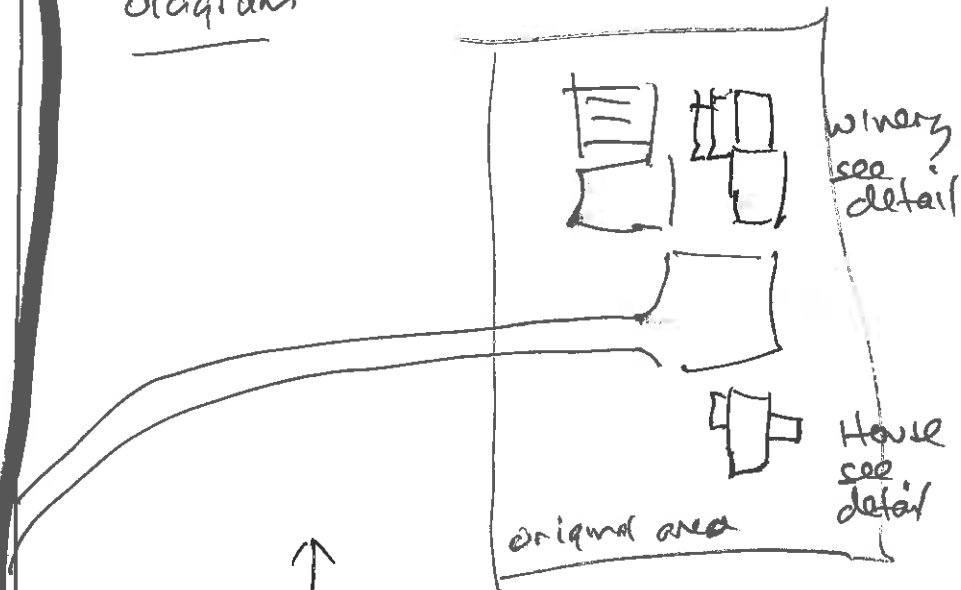
Investigation Recommendation: ☐ Approval ☐ Disapproval by: _____ Date: ____/____/____

Director Signature required for Disapprovals: _____ Date: ____/____/____



Extension of
Premises Diagram

This enclosed area is 100 acres.
This is the extension of premises
diagram



↑
← EXTENSION →
↓

Reynolds Place

⊠
⊠
staff living
exempt

WAYWARD WINDS RD - CLOSED & GATED

State Land

Rubbs Rd

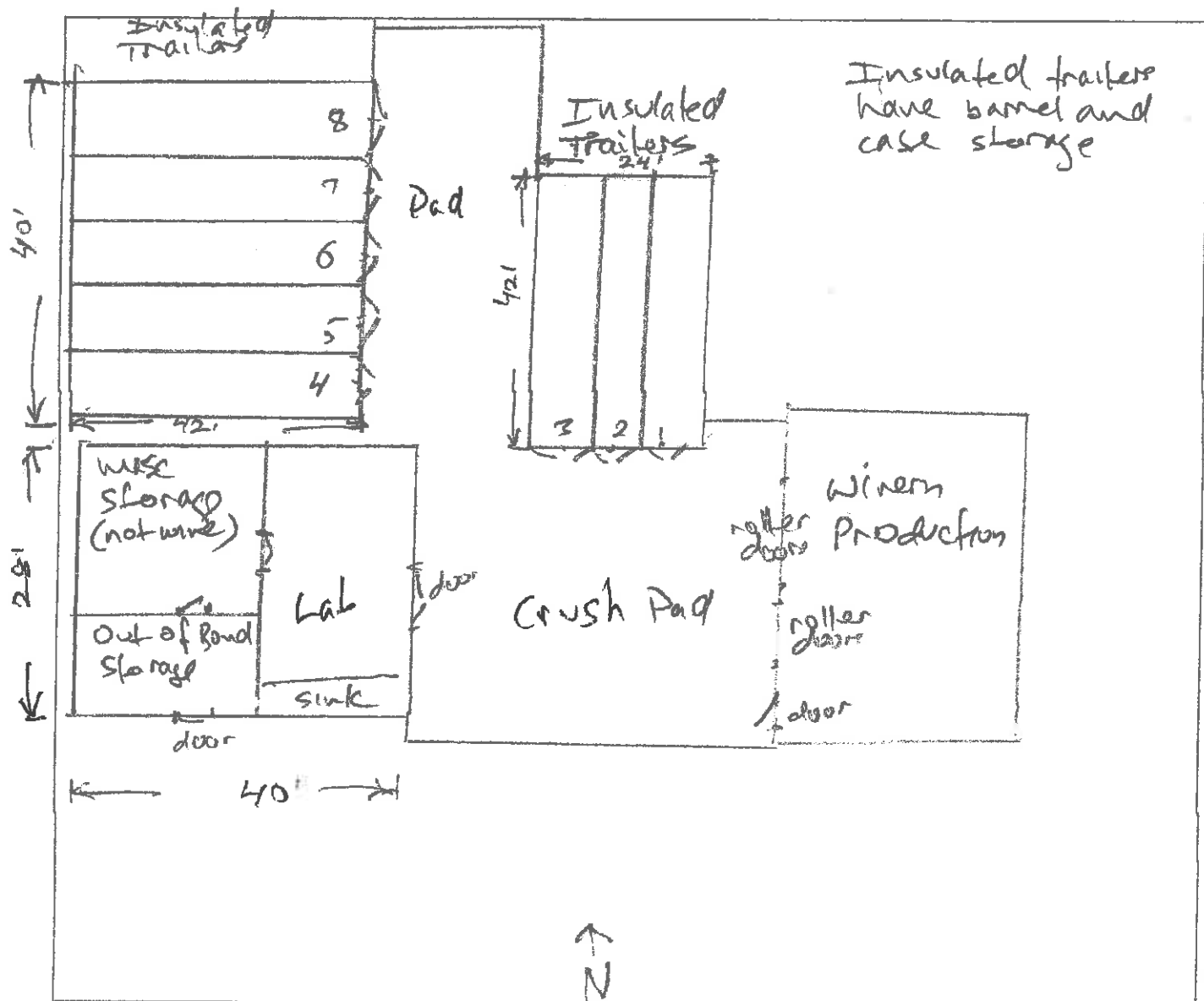
the number of gallons produced, and where in- and out-of-bond product is stored (i.e.: locker #3, bin #4, room #6, etc).

14. ☒ be held responsible for paying luxury tax on products produced for custom crush clients using this Series 21 liquor license.
15. ☒ not allow custom crush clients to operate equipment located on the Series 21 liquor licensed premises.

SECTION 3 Diagram of Premises

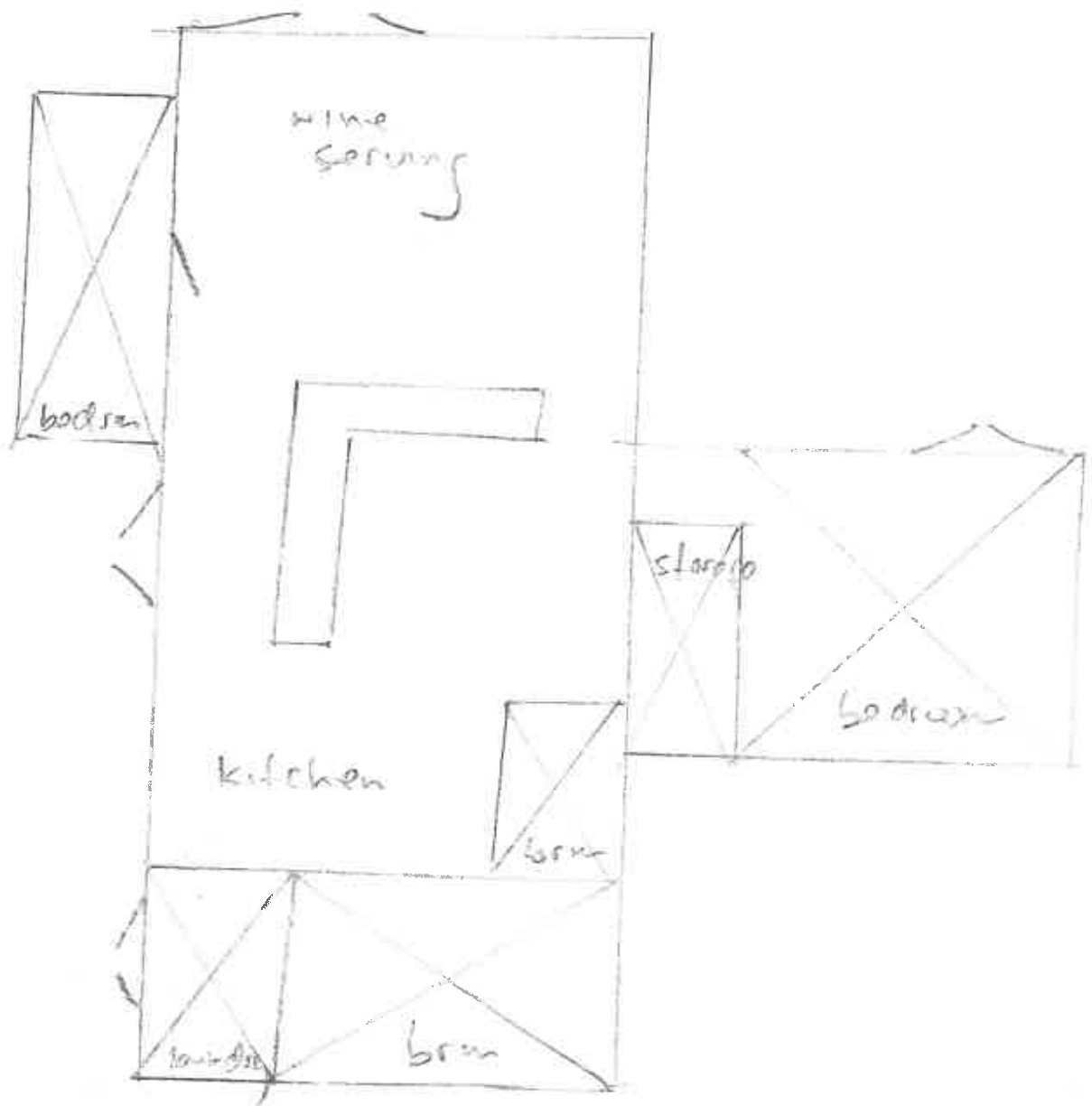
In the premises diagram, please show only the areas where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. Show how custom crush client storage areas are separated and how in- and out-of-bond product will be separated. Show all entrances, exits, interior walls, bars, hi-top tables, dining tables, dining chairs, dance floor, stage, game room, and kitchen. DO NOT include parking lots, living quarters, etc. When completing diagram, North is up ↑.

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



↑
N

House Detail



please exempt spaces marked X

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: Melanie Bermudez Address: 6450 S. Bennett Place
Business Name: Pillsbury Wine Company LLC/Vinyard Estates LLC City/Zip: Willcox
Liquor License #: 13023010 Parcel #: 305-32-050A
Ownership Type: Limited Liability Corporation Liquor License ☒ Special Event Liquor License ☐
Partner(s): _____

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: N/A – This application is exempt from the 300-foot rule.

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: N/A

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

Zoning: RU-4

Permit #: Ag Exempt

Use Permitted: Agricultural Processing Services, On-Site

Year LNC Established: N/A

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

Name: Dora V Flores

Title: Zoning Administrator

Signature: Dora V Flores

Date: September 21, 2017

Contact phone: 520.432.9300

Email: dflores@cochise.az.gov

Return completed form with any attachments by: 9/21/17

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Melanie Bermudez Address: 6450 S. Bennett Place
Business Name: Pillsbury Wine Company City/Zip: Wilcox 85643
Liquor License #: 13023010 Parcel #: 305-23-050A
Ownership Type: Limited Liability Corporation Liquor License ☒ Special Event Liquor License ☐
Partner(s): _____

TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

1. 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 Cochise County Sheriff's Office has not received any calls for service at the above address within the last five (5) years.

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

Approval

☐

Disapproval

☐

No Recommendation

☒

Name: Richard Morales

Title: Lieutenant, North Region

Signature: 

Date: 09-15-2017

Contact phone: (520) 586-8152

Email: RDMorales@cochise.az.gov

Return completed form with any attachments by:

9/21/17

Regular Board of Supervisors Meeting**Community Development****Meeting Date:** 09/26/2017

Appointment and Reappointment of individuals to the Cochise County Building Code Advisory and Appeals Board

Submitted By: Paul Esparza, Community Development**Department:** Community Development**Division:** Planning & Zoning**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature NOT Required**# of ORIGINALS Submitted for Signature:** 0**NAME of PRESENTER:** N/A**TITLE of PRESENTER:** N/A**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate**Source of Mandate or Basis for Support?:** 11-862**Information****Agenda Item Text:**

Approve the appointments of the following individuals to the Building Code Advisory and Appeals Board: Sharon Flissar to replace Mike Hemesath as the professional engineer board member and fill a two-year term due to expire on September 25, 2019; Reappoint Ray Klumb as the licensed architect board member and fill a two-year term due to expire on September 25, 2019; and reappoint Jim Olander as the electrical trade board member and fill a four-year term due to expire on September 25, 2021.

Background:

The Cochise County Building Code Advisory and Appeals Board (BCAAB) was established in September 2013 as a seven-member board to hear and decide appeals of orders, decisions or determinations made by the Building Official regarding application and interpretation of the adopted building codes; to determine the appropriateness of alternative building materials and construction methods and to advise the Building Official and Planning, Zoning and Building Safety Division on proposed revisions or additions to adopted building codes.

The BCAAB unanimously recommended reappointment of Ray Klumb and Jim Olander at their August 15, 2017 Board meeting.

Department's Next Steps (if approved):

If approved, Staff will notify the new and current board members of their appointments.

Impact of NOT Approving/Alternatives:

Should these appointments not be approved, the Building Code Advisory and Appeals Board will remain short three Board members.

To BOS Staff: Document Disposition/Follow-Up:

Please provide staff confirmation of the BOS action on these appointments.

AttachmentsSharon Flissar memoJim Olander memoRay Klumb memoFlissar Letter of Interest



Cochise County
Community Development
Planning, Zoning and Building Safety Division
Public Programs...Personal Service
www.cochise.az.gov

DATE: September 15, 2017

TO: Board of Supervisors

FROM: Jerry Stabley, Interim Planning Director

SUBJECT: Appointment of Sharon Flissar, P.E. to the Cochise County Building Code Advisory and Appeals Board

Recommendation: Staff recommends approval of the appointment of Sharon Flissar to the Cochise County Building Code Advisory and Appeals Board.

Background: A vacancy on the board was created by the resignation of Mike Hemesath. Ms. Flissar's appointment would fill the licensed professional engineer position with a two-year term due to expire on September 25, 2019.

The Cochise County Building Code Advisory and Appeals Board was established in September 2013 as a seven-member board to hear and decide appeals of orders, decisions or determinations made by the Building Official regarding application and interpretation of the adopted building codes; to determine the appropriateness of alternative building materials and construction methods and to advise the Building Official and Planning, Zoning and Building Safety Division on proposed revisions or additions to adopted building codes.

Ms. Flissar has construction experience and is a registered Professional Engineer in the state of Arizona. She will be a welcome addition to the Building Code Advisory and Appeals Board.

Fiscal Impact & Funding Sources: If approved, there will be no fiscal impact.

Next Steps/Action Items/Follow-up: Following a successful appointment, staff will notify Ms. Flissar of her appointment.

Impact of Not Approving: Should this item not be approved, the Building Code Advisory and Appeals Board will remain short a professional engineer board member.

Planning, Zoning and Building Safety

1415 Melody Lane, Building E
Bisbee, Arizona 85603
520-432-9300
520-432-9278 fax
1-877-777-7958
planningandzoning@cochise.az.gov

Highway and Floodplain

1415 Melody Lane, Building F
Bisbee, Arizona 85603
520-432-9300
520-432-9337 fax
1-800-752-3745
highway@cochise.az.gov
floodplain@cochise.az.gov



Cochise County
Community Development
Planning, Zoning and Building Safety Division
Public Programs...Personal Service
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DATE: September 15, 2017
TO: Board of Supervisors
FROM: Jerry Stabley, Interim Planning Director
SUBJECT: Reappointment of Jim Olander to the Cochise County Building Code Advisory and Appeals Board

Recommendation: Staff recommends approval of the reappointment of Jim Olander to the Cochise County Building Code Advisory and Appeals Board (BCAAB).

Background: Mr. Olander was appointed to the newly established BCAAB in September 2013 and has served one four-year term. His reappointment would fill the electrical trade position with a four-year term due to expire on September 25, 2021. The BCAAB unanimously recommended approval of his reappointment at their August 2017 board meeting.

The Cochise County Building Code Advisory and Appeals Board was established in September 2013 as a seven-member board to hear and decide appeals of orders, decisions or determinations made by the Building Official regarding application and interpretation of the adopted building codes; to determine the appropriateness of alternative building materials and construction methods and to advise the Building Official and Planning, Zoning and Building Safety Division on proposed revisions or additions to adopted building codes.

Mr. Olander is currently a licensed electrician and has been an active member on the Building Code Advisory and Appeals Board.

Fiscal Impact & Funding Sources: If approved, there will be no fiscal impact.

Next Steps/Action Items/Follow-up: Following a successful appointment, staff will notify Mr. Olander of his reappointment.

Impact of Not Approving: Should this reappointment not be approved, the Building Code Advisory and Appeals Board will remain short an electrical trade board member.

Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603
520-432-9300
520-432-9278 fax
1-877-777-7958
planningandzoning@cochise.az.gov

Highway and Floodplain
1415 Melody Lane, Building F
Bisbee, Arizona 85603
520-432-9300
520-432-9337 fax
1-800-752-3745
highway@cochise.az.gov
floodplain@cochise.az.gov



Cochise County
Community Development
Planning, Zoning and Building Safety Division
Public Programs...Personal Service
www.cochise.az.gov

DATE: September 15, 2017

TO: Board of Supervisors

FROM: Jerry Stabley, Interim Planning Director

SUBJECT: Reappointment of Ray Klumb to the Cochise County Building Code Advisory and Appeals Board

Recommendation: Staff recommends approval of the reappointment of Ray Klumb to the Cochise County Building Code Advisory and Appeals Board (BCAAB).

Background: Mr. Klumb was appointed to the newly established BCAAB in September 2013 and has served two two-year terms. His reappointment would fill the professional architect position with a two-year term due to expire on September 25, 2019. The BCAAB unanimously recommended approval of his reappointment at their August 2017 board meeting.

The Cochise County Building Code Advisory and Appeals Board was established in September 2013 as a seven-member board to hear and decide appeals of orders, decisions or determinations made by the Building Official regarding application and interpretation of the adopted building codes; to determine the appropriateness of alternative building materials and construction methods and to advise the Building Official and Planning, Zoning and Building Safety Division on proposed revisions or additions to adopted building codes.

Mr. Klumb is currently a licensed architect in the state of Arizona and has been an active member on the Building Code Advisory and Appeals Board.

Fiscal Impact & Funding Sources: If approved, there will be no fiscal impact.

Next Steps/Action Items/Follow-up: Following a successful appointment, staff will notify Mr. Klumb of his reappointment.

Impact of Not Approving: Should this reappointment not be approved, the Building Code Advisory and Appeals Board will remain short a professional architect board member.

Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603
520-432-9300
520-432-9278 fax
1-877-777-7958
planningandzoning@cochise.az.gov

Highway and Floodplain
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Bisbee, Arizona 85603
520-432-9300
520-432-9337 fax
1-800-752-3745
highway@cochise.az.gov
floodplain@cochise.az.gov

Supervisor Call-

I was recently contact by Mike Rutherford and Mike Izzo to gauge my level of interest in joining the Building Code Advisory and Appeals Board. I think this position would be a good match for my professional qualifications and interests and would be happy to serve in the role. I've learned a great deal in my 17-1/2 years at the City of Sierra Vista, including a "common sense" approach to engineering. Standards are established to protect public health and welfare, but since they cannot cover every possible scenario, professional engineering judgment is an important part of the decision making process. I think I can strike that balance and be a positive asset to the team. Thank you for your consideration, and if you have any questions, please feel free to give me a call or email at any time.

Sharon Flissar

SHARON G. FLISSAR, P.E.

1678 Crestwood Drive, Sierra Vista, AZ 85635 · Cell: (520) 249-8042 · wflissar@hotmail.com or Sharon.Flissar@SierraVistaAZ.gov

PROFESSIONAL EXPERIENCE

Director of Public Works

City of Sierra Vista

*Sierra Vista, AZ
August 2015 to Present*

As the director, I oversee the daily operations and services of the City's Public Works Department and manage approximately one hundred and twenty staff who assist me in the performance of those duties. My position requires me to work effectively with employees at all levels from all departments and interact regularly with the City Council and the public. Administrative duties include making presentations, serving as a liaison to the Airport Commission and Environmental Affairs Commission, and sitting as a member of the Sierra Vista Metropolitan Organization Technical Advisory Committee.

City Engineer

City of Sierra Vista

*Sierra Vista, AZ
April 2013 to August 2015*

As the manager of the Engineering Division, I oversaw the daily operations of the Engineering, Streets, and Wastewater sections of the Public Works Department. I was responsible for the planning, design, and construction of all public infrastructure and City facilities as well as managing approximately sixty staff who assisted me in the performance of those duties.

Senior Civil Engineer

City of Sierra Vista

*Sierra Vista, AZ
Dec 2004 to April 2013*

As an experienced project engineer, I was responsible for overseeing the design and construction of complex public works improvement projects, including several multimillion dollar buildings. My specialties included building and traffic signal design and construction. I worked with streets maintenance personnel to maintain the timing and coordination of over twenty city-owned traffic signals. The job required effective oral and written communication, often involving technical issues, with other city employees, City Council members, and the public. In the absence of the City Engineer, I assumed his duties and lead a staff of approximately 25 engineering and streets personnel.

Civil Engineer I

City of Sierra Vista

*Sierra Vista, AZ
Jan 2000 to Dec 2004*

As a recent college graduate, I familiarized myself with the various local and national codes applicable to basic engineering design and construction. I was responsible for overseeing the design, construction, and administration of basic to mid-level public works improvement projects. Another of my job responsibilities had me chairing the City's Traffic Safety Committee, a review board made up of City employees that evaluates and responds to traffic related inquiries and concerns from the public.

EDUCATION

The University of Nebraska Omaha

Master of Public Administration, 4.0 GPA, Pi Alpha Alpha Honors

*Omaha, NE
Sep 2011 to Dec 2013*

The University of Arizona

Bachelor of Science, Civil Engineering, 3.408 GPA

*Tucson, AZ
Aug 1995 to Dec 1999*

AFFILIATIONS

American Public Works Association (APWA)

Arizona City/County Management Association

SOFTWARE/SYSTEM SKILLS

- Good working knowledge of Microsoft programs (Word, Excel, Power Point, Project, Outlook)
- Basic knowledge of GIS and AutoCAD

REGISTRATION

Professional Engineer (Civil) – Arizona, #41927

Regular Board of Supervisors Meeting

Meeting Date: 09/26/2017

Approve Grant Award- FY2018 Victims' Rights Program Award Agreement - AG#2018-002

Submitted By: Sue Blanchard, County Attorney

Department: County Attorney

Presentation: No A/V Presentation

Document Signatures: BOS Signature Required

Recommendation: Approve

of ORIGINALS 3
Submitted for Signature:

NAME N/A
of PRESENTER:

TITLE N/A
of PRESENTER:

Mandated Function?: Federal or State Mandate

Source of Mandate A.R.S. Title 13, Ch. 40
or Basis for Support?: & Title 8, Ch. 3, Article
7

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 Victims' Rights Program (VRP) Award Agreement A.G. 2018-002 in the amount of \$30,100 between the Arizona Attorney General and the Cochise County Attorney's Office for the period July 1, 2017 to June 30, 2018.

Background:

The award amount of \$30,100.00 is to be used by the Cochise County Attorney's Victim Witness Program to provide funding for 57% of the funding for the salary of the full-time Victim Witness Program Manager who is responsible for victim notification on all criminal cases.

Fiscal Impact & Funding Sources: Attorney General's Victim Rights Program, funds deposited into Fund 126.

Department's Next Steps (if approved):

Submit signed grants to grant source for funding.

Impact of NOT Approving/Alternatives:

If not funded, the County general fund would have to absorb this position as it is a mandated service.

To BOS Staff: Document Disposition/Follow-Up:

Advise CAO upon Board approval. Send a certified copy of the Board Minutes approving the Agreement to CAO when they become available.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2017-2018

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

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

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

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

Source of Funding?: Grant

Fiscal Impact & Funding Sources (if known):

Fund 126

Attachments

Cochise County Grant Approval Form - VRP 2018

2018 VRP Award Agreement

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: _____	Department/Division: _____
Date Prepared: _____	Telephone: _____
Grantor: _____	Grant Title: _____
Grant Term From: _____ To: _____	
Fund No/Dept. No: _____	Note: Fund No. will be assigned by the Finance Department if new.
New Grant ☐ Yes ☐ No	Amendment No. _____ Increase \$ _____ Decrease \$ _____

Briefly describe purpose of grant:

If amendment, provide reason:

If this is a mandated service, cite source. If not mandated, cite indications of local customer support for this service:

Funding Sources	Federal Funds 332.100	State Funds 336.100	County Funds 391.000	Other	Total
Current Fiscal Year					
Remaining Years					
Total Revenue					

Is County match required? ☐ Yes ☐ No If yes, dollar amount \$ _____

Has this amount been budgeted? ☐ Yes ☐ No Identify Funding Source: _____

Federal Catalog of Federal Domestic Assistance (CFDA) No: _____

Method of collecting grant funds: Lump sum payment ☐ Quarterly payments ☐ Draw ☐ Reimbursement ☐

Is revertment of unexpended funds required at end of grant period? ☐ Yes ☐ No

a) Total A-87 cost allocation _____

b) Amount of overhead allowed by grant _____ County subsidy (a-b) _____

Does Grantor accept indirect costs as an allowable expenditure? ☐ Yes ☐ No

If yes, dollar amount \$ _____ OR percentage allowed _____ %

Number of new positions that will be funded from grant: _____ Number of existing positions funded from grant: _____



State of Arizona
Office of the Attorney General
FY 2018 Victims' Rights Program
AWARD AGREEMENT
A.G. #: 2018-002

RECIPIENT

Name:	Cochise County Attorney's Office
Contact:	Paula Brown
Address:	P.O. Drawer CA, Bisbee, AZ 85603
Award Amount:	\$30,100.00
Purpose:	To support the direct costs of implementing victims' rights laws pursuant to those provisions of Arizona Revised Statutes Title 13, Chapter 40 and Title 8, Chapter 3, Article 7 impacting County Attorney as an entity type.

Monies having been deposited and received by the Attorney General pursuant to Arizona Revised Statutes § 41-2401, § 8-418 and legislative appropriations, this AGREEMENT is made under the authority of the Attorney General pursuant to Arizona Revised Statutes § 41-191.08 – Victims' Rights Fund.

This AGREEMENT is made this first day of July 2017, by and between the Arizona Attorney General, and the Cochise County Attorney's Office, the "Contractor", to commence on July 1, 2017 and terminate June 30, 2018. The Attorney General, having been satisfied as to the qualifications of Contractor, agrees to pay Contractor the above shown \$30,100.00 subject to Contractor's agreement as follows:

I. The Contractor agrees:

- A. Award funds will not be used to supplant state, local and federal funds that would otherwise be available to provide services to victims of crime as mandated by A.R.S. Title 13, Chapter 40 and Title 8, Chapter 3, Article 7
- B. Award funds will be used only for allowable costs that can be proven necessary and essential to effect the direct provision or performance of those statutorily mandated victims' rights duties (services), as described in the *Victims' Rights Program Guidelines - Section IV Allowable and Non-Allowable Costs*, and as specified in Contractor's approved \$30,100.00 award budget as follows:

Personnel: \$22,486.00 ERE/Benefits: \$7,614.00

Title: Victim Witness Program Manager Percent: 49%

Consulting: \$0.00

Operating: \$0.00

Equipment: \$0.00
- C. To complete and submit, on or before August 10, 2018, an annual report to the Attorney General as prescribed in A.R.S. § 41-191.08(F).
- D. To comply with FY 2018 Victims' Rights Program Guidelines, as well as the applicable provisions of A.R.S. Title 13, Chapter 40 and A.R.S. Title 8, Chapter 3, Article 7.
- E. To allow (a) representative(s) of the Attorney General to complete program and financial audits as the Attorney General believes necessary to ensure Contractor compliance with this agreement and with State law.
- F. To retain all records relating to the agreement, and performance under the agreement, for a period of five years after the completion of the project, and to allow inspection and audit of all such documents at reasonable times, pursuant to A.R.S. §§ 35-214 and 35-315.
- G. To comply with all applicable nondiscrimination requirements of A.R.S. § 41-1463, Arizona State Executive Order 2009-09, and all other applicable state and federal civil rights laws.
- H. Each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either party uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Each party retains the legal right to inspect the papers of the other party and its subcontractors who work on the contract to ensure that the other or subcontractors are complying with this warranty.
- I. To retain ownership interest in all equipment acquired with VRP funds (or in the proceeds resulting from the sale of such equipment) provided that: (1) the equipment purchase was not in violation of the VRP Award Agreement; and (2) the useful life of the equipment in question has not elapsed.

II. It is further agreed between the parties as follows:

- A. To use arbitration in the event of disputes to the extent required by A.R.S. § 12-1518.
- B. Except as provided in paragraph C below, if the Attorney General finds that the Contractor has not complied with the requirements of this agreement, the Contractor will receive a notice which identifies the area(s) of non-compliance and the appropriate corrective action to be taken. If the Contractor does not respond within thirty calendar days to this notice, or does not provide sufficient information concerning the steps which are being taken to correct the problem, the Attorney General may terminate the contract and require the return of all funds which are found to have been spent in violation of this agreement.
- C. The parties agree to meet and confer in good faith to resolve disputes before commencing formal proceedings of any nature.
- D. The Attorney General may reduce or discontinue funding to the Contractor in subsequent fiscal years, at the Attorney General's discretion, for the Contractor's failure to complete and submit, on or before August 10, 2018, the report that is required pursuant to A.R.S. § 41-191.08(F) or for other reasons such as available funding.
- E. Every payment obligation of the Attorney General under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Attorney General at the end of the period for which funds are available. No liability shall accrue to the Attorney General in the event this provision is exercised, and the Attorney General shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- F. Any and all award funds not expended by June 30, 2018, will be returned to the Attorney General.
- G. This agreement is subject to cancellation pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties have made and executed this AGREEMENT on the day and year first above written.

FOR THE ATTORNEY GENERAL:

 Jerry Connolly, Procurement Manager

Date: _____

FOR THE CONTRACTOR:

 Authorized Signature

 Date:

 Printed Name and Title

ATTEST:

APPROVED AS TO FORM:

 Clerk of the Governing Board (if applicable)

 Date:

 Legal Counsel (if applicable)

9.14.17
 Date:

Regular Board of Supervisors Meeting

Meeting Date: 09/26/2017

Governor's Office Victim's Right Program Award Agreement A.G.#:2018-043

Submitted By: Tom Alinen, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation **Recommendation:** Approve

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 2

NAME of PRESENTER: Tom Alinen **TITLE of PRESENTER:** Commander

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate **Source of Mandate or Basis for Support?:** 41-2401 & 8-418 & 41-191.08

Information

Agenda Item Text:

Approve grant agreement A.G.#:2018-043 with the Arizona Attorney General's Office in the amount of \$14,200 for the continuation of funding assistance for personnel who perform Victim Rights services for the Sheriff's Office for the period of July 1, 2017 to June 30, 2018.

Background:

The Cochise County Sheriff's Office has applied for and been the recipient of grant funding from the State of Arizona Office of the Attorney General for the past twenty one years. The funding has been sought to help pay the salary and benefits for a Victim Rights Clerk within the Sheriff's Office. This position is responsible for providing statutorily mandated services to crime victims within Cochise County and our service levels would not be as successful without Attorney General funding.

On August 31, 2017, Cochise County Deputy County Attorney Sara V. Ransom reviewed and approved this grant.

Department's Next Steps (if approved):

The Cochise County Sheriff's Office will continue to utilize the funds received from the Arizona Attorney General to allow personnel to provide services that include Victim contact by phone, email, and US mail in order to relay pertinent information regarding their case. The information provided is mandated by Arizona State law and allows for open communication between law enforcement, courts, and the victim in instances of a crime being perpetrated against them. The final document for acceptance of this funding is in a signature page that must be signed by the Cochise County Attorney and the Board of Supervisors prior to any money being received.

Impact of NOT Approving/Alternatives:

If this document is not signed and the grant is not approved, additional funds must be located with the Cochise County General Fund to keep a staff position filled to meet this mandated requirement.

To BOS Staff: Document Disposition/Follow-Up:

Please send two signed originals back to the Cochise County Sheriff's Office, Attention Victim Rights for proper completion of the process and allowance for funding to be received from the state.

Attachments

Victim's Rights Grant



State of Arizona
Office of the Attorney General
FY 2018 Victims' Rights Program
AWARD AGREEMENT
A.G. #: 2018-043

RECIPIENT

Name:	Cochise County Sheriff's Department
Contact:	Luisa Sin
Address:	205 North Judd Drive, Bisbee, AZ 85603
Award Amount:	\$14,200.00
Purpose:	To support the direct costs of implementing victims' rights laws pursuant to those provisions of Arizona Revised Statutes Title 13, Chapter 40 and Title 8, Chapter 3, Article 7 impacting Sheriff's Department as an entity type.

Monies having been deposited and received by the Attorney General pursuant to Arizona Revised Statutes § 41-2401, § 8-418 and legislative appropriations, this AGREEMENT is made under the authority of the Attorney General pursuant to Arizona Revised Statutes § 41-191.08 -- Victims' Rights Fund.

This AGREEMENT is made this first day of July 2017, by and between the Arizona Attorney General, and the Cochise County Sheriff's Department, the "Contractor", to commence on July 1, 2017 and terminate June 30, 2018. The Attorney General, having been satisfied as to the qualifications of Contractor, agrees to pay Contractor the above shown \$14,200.00 subject to Contractor's agreement as follows:

I. The Contractor agrees:

- A. Award funds will not be used to supplant state, local and federal funds that would otherwise be available to provide services to victims of crime as mandated by A.R.S. Title 13, Chapter 40 and Title 8, Chapter 3, Article 7
- B. Award funds will be used only for allowable costs that can be proven necessary and essential to effect the direct provision or performance of those statutorily mandated victims' rights duties (services), as described in the *Victims' Rights Program Guidelines - Section IV Allowable and Non-Allowable Costs*, and as specified in Contractor's approved \$14,200.00 award budget as follows:

Personnel: \$10,203.91 BFE/Benefits: \$3,996.09
Title: Record's Lead Analyst Percent: 33%
Consulting: \$0.00
Operating: \$0.00
Equipment: \$0.00
- C. To complete and submit, on or before August 10, 2018, an annual report to the Attorney General as prescribed in A.R.S. § 41-191.08(F).
- D. To comply with FY 2018 Victims' Rights Program Guidelines, as well as the applicable provisions of A.R.S. Title 13, Chapter 40 and A.R.S. Title 8, Chapter 3, Article 7.
- E. To allow (a) representative(s) of the Attorney General to complete program and financial audits as the Attorney General believes necessary to ensure Contractor compliance with this agreement and with State law.
- F. To retain all records relating to the agreement, and performance under the agreement, for a period of five years after the completion of the project, and to allow inspection and audit of all such documents at reasonable times, pursuant to A.R.S. §§ 35-214 and 35-315.
- G. To comply with all applicable nondiscrimination requirements of A.R.S. § 41-1463, Arizona State Executive Order 2009-09, and all other applicable state and federal civil rights laws.
- H. Each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either party uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Each party retains the legal right to inspect the papers of the other party and its subcontractors who work on the contract to ensure that the other or subcontractors are complying with this warranty.
- I. To retain ownership interest in all equipment acquired with VRP funds (or in the proceeds resulting from the sale of such equipment) provided that: (1) the equipment purchase was not in violation of the VRP Award Agreement; and (2) the useful life of the equipment in question has not elapsed.

II. It is further agreed between the parties as follows:

- A. To use arbitration in the event of disputes to the extent required by A.R.S. § 12-1518.
- B. Except as provided in paragraph C below, if the Attorney General finds that the Contractor has not complied with the requirements of this agreement, the Contractor will receive a notice which identifies the area(s) of non-compliance and the appropriate corrective action to be taken. If the Contractor does not respond within thirty calendar days to this notice, or does not provide sufficient information concerning the steps which are being taken to correct the problem, the Attorney General may terminate the contract and require the return of all funds which are found to have been spent in violation of this agreement.
- C. The parties agree to meet and confer in good faith to resolve disputes before commencing formal proceedings of any nature.
- D. The Attorney General may reduce or discontinue funding to the Contractor in subsequent fiscal years, at the Attorney General's discretion, for the Contractor's failure to complete and submit, on or before August 10, 2018, the report that is required pursuant to A.R.S. § 41-191.08(F) or for other reasons such as available funding.
- E. Every payment obligation of the Attorney General under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Attorney General at the end of the period for which funds are available. No liability shall accrue to the Attorney General in the event this provision is exercised, and the Attorney General shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- F. Any and all award funds not expended by June 30, 2018, will be returned to the Attorney General.
- G. This agreement is subject to cancellation pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties have made and executed this AGREEMENT on the day and year first above written.

FOR THE ATTORNEY GENERAL:

FOR THE CONTRACTOR:

Jerry Connolly, Procurement Manager

Date:

Authorized Signature

Date:

Printed Name and Title

ATTEST:

APPROVED AS TO FORM:

Clerk of the Governing Board (if applicable)

Date:

Legal Counsel (if applicable)

Date:

Regular Board of Supervisors Meeting

Meeting Date: 09/26/2017

Approve Dr. Ames Facility lease at BDI

Submitted By: Jay Howe, Facilities

Department: Facilities

Presentation: No A/V
Presentation

Recommendation: Approve

Document Signatures: BOS Signature
Required

of ORIGINALS 2
Submitted for Signature:

NAME
of PRESENTER: Jay Howe

TITLE
of PRESENTER: Facilities Director

Docket Number (If applicable):

Mandated Function?: Not Mandated

Source of Mandate
or Basis for Support?:

Information

Agenda Item Text:

Approve new restructured lease for Dr. Michael Ames for operation of an animal crematorium at the Bisbee Douglas International (BDI) cannery building for one year with the option to renew on an annual basis for ten years.

Background:

Dr. Ames has operated this facility for a number of years. The prior lease was for a ten year term. Because of conditions of some adjoining facilities and possible future direction of BDI, it is in the County's best interest to have shorter term leases with renewal options.

Department's Next Steps (if approved):

Deliver executed lease to Dr. Ames

Impact of NOT Approving/Alternatives:

County and BDI would lose viable business and revenue from lease.

To BOS Staff: Document Disposition/Follow-Up:

Provide signed and executed lease to Facilities for records and Lessee

Attachments

Dr ames lease

Certificate of Insurance

Workers Compensation

**REAL PROPERTY LEASE AGREEMENT
BISBEE-DOUGLAS INTERNATIONAL AIRPORT**

THIS LEASE AGREEMENT (also referred to herein as "Agreement" or "Lease") is made between **COCHISE COUNTY**, a political subdivision of the State of Arizona, hereinafter called "LESSOR," and **Ames Diversified Services, LLC**, an Arizona limited liability company, hereinafter referred to as "LESSEE."

In consideration of the mutual covenants contained herein, the parties agree as follows:

I. THE LEASED PREMISES

The LESSOR will lease to the LESSEE; the following described real property situated at the Bisbee-Douglas International Airport.

- 1. MANUFACTURING OR FOOD PROCESSING FACILITY**
The Southeast 20,000 square feet of Building T-3111
Commonly known as 6944 Runway Road, Douglas, AZ 85607

II. USE OF LEASED PREMISES

The LESSEE shall occupy and use the Leased Premises at the Bisbee-Douglas International Airport (also referred to herein as "BDI Airport") for conducting business only as described below:

Operation of an animal crematorium

The LESSEE is not authorized to use the Leased Premises as a residence, nor for any other purpose, other than as specified in the first paragraph of Section II of the Lease Agreement, without prior written consent of LESSOR.

III. RENTAL PAYMENTS

The LESSEE shall pay the LESSOR the following:

The sum of One-Thousand Dollars (\$1,000.00) per month as and for rent for the Leased Premises, which is equivalent to five cents (\$0.05) per square foot of leased space per month. Rental payments shall be due on the 1st of each month, shall be payable to the Treasurer of Cochise County and shall be mailed to the following:

Cochise County
Department of Facilities Management
1415 West Melody Lane, Building C
Bisbee, Arizona 85603

Any payment not received on or before the tenth day of each month shall accrue interest at the rate of ten percent (10%) per month or fraction of a month on such unpaid balance as may be due and a late payment charge of twenty-five dollars (\$25.00) for each delinquent payment will be assessed. An additional \$25.00 will be assessed on all returned checks.

IV. UTILITIES

LESSEE shall be solely responsible for obtaining and paying for all necessary utility services on the Leased Premises and all applications and connections shall be made in the LESSEE's name only. These utility services include, but are not limited to sewer, water, gas, electricity, trash collection and telephone services. In the event that LESSOR may provide water, sewer, or any other such service, that service shall be subject to a separate agreement and is not to be deemed to be included within the rights and obligations included herein.

V. TERM AND EFFECTIVE DATE

The term of this Lease shall be for a one year period with the option to renew in one year increments for ten years from the effective date. The effective date of this Agreement shall be the date this agreement is signed by the Cochise County Board of Supervisors. All terms of this Agreement are subject to alteration during any renewal of this Agreement, including but not limited to the amount of rent that will be charged to the LESSEE and the limits of insurance that will be required of the LESSEE.

VI. ALTERATIONS, ADDITIONS, IMPROVEMENTS

(a) All buildings and property are accepted by the LESSEE in their present condition, and all repairs or improvements to the Leased Premises shall be at the sole cost of the LESSEE unless prior written arrangements with the County have been made. The Leased Premises are provided "AS IS". LESSOR makes no warranty as to their condition. LESSOR EXPRESSLY DISCLAIMS ANY WARRANTY OF HABITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Any improvements that may be necessary for LESSEE's purposes shall be the sole responsibility of the LESSEE, including any heating, cooling, lighting, sewerage or other such facilities or repairs that may be required. Any such improvements provided by the LESSEE are deemed to be for the benefit of the LESSEE, and LESSOR shall not reimburse the LESSEE for the expenses incurred thereby. All modifications will be ADA compliant and subject to approval of the Cochise County Planning and Zoning Department. Signage will be in compliance with Article 19 of the Cochise County Zoning Regulations. LESSEE will comply with all federal, state and local laws and ordinances pertaining to the construction and operation of the Leased Premises.

(b) It is agreed, the LESSEE, during the existence of this Lease, may make improvements, alterations and additions to the Leased Premises. However, before commencement of any work, LESSEE shall first receive the written approval of the County's Director of Facilities Management.

(c) It is agreed, that subject to any right of removal afforded to LESSEE under this Lease, title to any leasehold improvements, buildings or structures added by LESSEE shall vest in the LESSOR immediately upon the completion of such facilities, and in consideration therefore, along with LESSEE's obligation of maintenance of these improvements, LESSOR hereby grants to LESSEE the exclusive use of any such leasehold improvements for the term of the Lease.

(d) Upon the expiration or termination of this Lease, the LESSEE shall have the right to remove from the Leased Premises, any and all personal property or trade fixtures that have been placed thereon by the LESSEE. The LESSEE's right of removal of personal property and trade fixtures shall not be exercised where such removal will cause damage or injury to the Leased Premises. Under no circumstances shall LESSEE remove any electric or plumbing fixtures, including trade fixtures, which are connected with other building systems.

(e) Landscaping maintenance - LESSEE shall use indigenous, low-water use plants for landscaping. LESSEE shall maintain grass, shrubs, trees, etc. in a healthy, pruned, and attractive manner at all times at LESSEE'S sole expense.

(f) Major Repair - If any attached machinery is removed, LESSEE is responsible for repair or change and/or injury caused by such actions.

(g) Repairs and Maintenance - LESSEE shall, at all times during the Lease, and at its own expense, repair, and maintain in a good, safe and substantial condition, any improvements on the Leased Premises, and shall use all reasonable precaution to prevent waste, damage or injury to the Leased Premises. In addition, LESSEE shall at all times keep the Leased Premises in a good and sightly condition, insofar as it may be affected by LESSEE's operations hereunder.

VII. LIENS

LESSEE shall keep the Leased Premises and all improvements erected thereon free and clear of any and all mechanics, material men and other liens arising out of LESSEE's use and occupancy of the Leased Premises. Filing of a lien against this property shall constitute a default of this Lease Agreement.

VIII. TAXES AND ASSESSMENTS

LESSEE shall pay all taxes, assessments and charges including, without limiting the generality of the foregoing, personal and real property taxes and utility charges, which may be taxed or charged to the LESSEE or upon the Leased Premises in connection with LESSEE's use and occupancy of the Leased Premises. It shall be the obligation of LESSEE to pay any assessed personal property on any goods, equipment, inventory, machinery, movable trade fixtures or other personal property located in or upon the Leased Premises.

IX. ASSIGNMENT, SUBLEASE OR LICENSE

LESSEE shall not assign, mortgage or encumber the premises, or any other right or privilege connected therewith, or allow any other person except agents and employees of LESSEE to occupy the Leased Premises or any part thereof without first obtaining the written consent of the LESSOR for each instance. No such assignment, subletting or occupancy shall be deemed a waiver of the covenants of this Lease. The acceptance of an assignee, subtenant or occupant as tenant shall also not release the LESSEE of the covenants of this Lease. An unauthorized assignment, sublease or license to occupy by the LESSEE shall be void and shall terminate the Lease at the option of the LESSOR.

X. COMPLIANCE WITH LAWS AND REGULATIONS

LESSEE shall comply with all federal, state and county laws, rules and regulations, controlling or in any manner affecting the use or occupancy of the Leased Premises or the BDI Airport. LESSEE shall operate the facilities in compliance with any and all regulations pertinent to the operations of the BDI Airport, and shall not engage in any activities that may adversely affect airport operations. LESSEE's rights hereunder are subject to any prior or overriding rights of the United States. All Cochise County regulations and ordinances as applicable to this facility or the operations therein and any future amendments thereto, are incorporated by reference into this Lease and shall be considered part of the regulations LESSEE must comply with under the terms of this Agreement.

XI. ENTRY TO PROPERTY

LESSOR shall maintain keys for the Leased Premises and, with reasonable notice, shall be allowed to inspect the Leased Premises as deemed necessary and appropriate. LESSOR may enter the Leased Premises at any time in the case of fire or an emergency.

XII. PARKING

Parking significant for the purpose of this Lease shall be made available by the LESSOR.

XIII. INDEMNIFICATION

To the fullest extent permitted by law, LESSOR and LESSEE shall defend, indemnify, and hold harmless the other and its departments, officers, officials, agents, and employees (hereinafter referred to as "Indemnitees") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Indemnitees or any of its departments, officers, officials, agents, and employees. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of LESSOR or LESSEE to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that each party shall, in all instances, except for Claims arising solely from the negligent or

willful acts or omissions of the other party, be indemnified by the other party from and against any and all claims. It is agreed that each party will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Lease, both the LESSOR and the LESSEE agree to waive all rights of subrogation against the other, its departments, officers, officials, agents, and employees.

XIV. INSURANCE

1. For the term of this Lease Agreement, LESSEE shall procure and maintain insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the LESSEE, its agents, representatives, or employees.
- 2 The Insurance Requirements herein are minimum requirements for this Lease and in no way limit the indemnity covenants contained in this Lease. LESSOR in no way warrants that the minimum limits contained herein are sufficient to protect the LESSEE from liabilities that arise out of the performance of the work under this Lease by the LESSEE, its agents, representatives, employees or subcontractors, and the LESSEE is free to purchase additional insurance.

2.1 Minimum Scope and Limits of Insurance

LESSEE shall provide coverage with limits of liability not less than those stated below.

2.2 Commercial General Liability (CGL) -- Occurrence Form Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products-Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

a. The policy shall be endorsed to include the LESSOR as additional insureds with respect to liability arising out of the activities performed by or on behalf of the LESSEE. Commercial General Liability Additional Insured Endorsements shall be as broad as CG2010 1185.

b. In consideration of the benefits hereinafter described, both LESSOR and LESSEE hereby waive their rights of recovery against the other for damage to its property.

2.3 Workers' Compensation and Employers' Liability

• Workers' Compensation—Statutory	
• Employers Liability—Each Accident	\$1,000,000

Disease, Each Employee

\$1,000,000

- a. This requirement shall not apply to each LESSEE that is exempt under A.R.S. § 23-901, and when such LESSEE executes the appropriate waiver form (Sole Proprietor or Independent LESSEE).

2.4 Property Insurance

The LESSEE shall insure the building for 100% replacement cost and name LESSOR as loss payee.

- Coverage on LESSEE's contents 100% Replacement Cost
- Coverage on building 100% Replacement Cost

- a. Property insurance shall be written on Causes of Loss-Special Form (formerly "all risk") replacement cost coverage.
- b. In consideration of the benefits hereinafter described, both LESSOR and LESSEE hereby waive their rights of recovery against the other for damage to its property.

2.5 Auto Insurance

If LESSEE operates motor vehicles as part of its business, LESSEE shall, at its own expense, obtain and maintain Auto Liability Insurance as follows:

- Combined Single Limit \$1,000,000

Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 2.6 The LESSEE's policies, as applicable, shall stipulate that the insurance afforded the LESSEE shall be primary and that any insurance carried by the LESSOR shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 2.7 Insurance provided by the LESSEE shall not limit the LESSEE'S liability assumed under the INDEMNIFICATION and RELEASE AND DISCHARGE provisions of this Lease.
- 2.8 Notice of Cancellation
Applicable to all insurance policies required within the Insurance Requirements of this Contract shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the LESSOR.

2.9 Acceptability of Insurers

LESSEE'S insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII.

2.10 Verification of Coverage

LESSEE shall furnish the LESSOR with certificates of insurance (valid ACORD form or equivalent) evidencing that LESSEE has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

2.11 All such certificates of insurance and policy endorsements must be received by the LESSOR before commencement of this Lease and every year thereafter for the duration of this Lease. The LESSOR'S receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

2.12 LESSEE shall require its subcontractors to obtain and maintain all insurance requirements as expressed or stated above.

2.13 Each insurance policy required by this Agreement must be in effect at, or prior to, commencement of this Lease Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

2.14 All certificates required by this Agreement shall be sent directly to the LESSOR.

XV. FIRE AND CASUALTY DAMAGE

(a) If the Leased Premises shall be damaged by fire or other casualty, but the Leased Premises are either tenantable or if untenable, the Leased Premises can reasonably be expected to be repaired within thirty (30) working days after the commencement of repair work, the Lease shall continue in full force and effect. In such case, the LESSEE may at its own cost, promptly and diligently repair and restore the Leased premises to substantially the same condition existing prior to such damage. Without limiting such obligation on the part of the LESSEE, the proceeds of any insurance covering such damage or destruction shall be made available to the LESSOR for such repair and restoration.

(b) If the Leased Premises shall be totally destroyed by fire or other casualty, or if the Leased Premises should be so badly damaged by fire or other casualty as to become untenable, and such damage cannot reasonably be expected to be repaired within thirty (30) working days after the commencement of repair work, the LESSEE may terminate the Lease,

without further obligation, by giving thirty (30) days prior written notice of such election to terminate to the LESSOR. In such event, then all insurance money received or recoverable for the loss of the Leased Premises shall belong to and be paid to LESSOR.

XVI. RELEASE AND DISCHARGE

LESSOR shall not be responsible for, and assumes no liability arising from vandalism, fire, smoke, theft, damage or loss to LESSEE's property unless such vandalism, fire, smoke, theft, damage or loss is solely the fault of LESSOR. LESSEE hereby releases and discharges LESSOR from all claims, damages, losses, liabilities and demands by LESSEE for loss of or damage to LESSEE's person, employees, property, income or profit.

XVII. DEFAULT OR BREACH

Each of the following events shall constitute a default or breach of this Lease by LESSEE.

- (a) Failure to pay rent under this Lease Agreement when due.
- (b) Except as otherwise specifically provided in this Lease Agreement, failure to perform any other provision of this Lease Agreement, if the failure to perform is not cured, at the sole discretion of LESSOR, within thirty (30) days after notice of the failure has been given to LESSEE, this Agreement shall terminate without further notice. At the discretion of LESSOR, if the breach or default cannot be reasonably cured within thirty (30) days, LESSEE may not be considered in breach or default of this Agreement if LESSEE commences to cure the breach or default within the thirty (30) day period and diligently and in good faith continues to cure the default.
- (c) At the sole discretion of LESSOR, performing any work, services, operations or functions not the subject of or intent of this Lease Agreement or within the scope of this Lease Agreement.
- (d) At sole discretion of the LESSOR, failure to operate, perform work or services or maintain the premises in a safe and environmentally sound manner.
- (e) If LESSEE shall vacate or abandon the Leased Premises.
- (f) If this Lease shall be transferred to or shall pass to or dissolve on any other person or party without the prior written consent of the LESSOR.
- (g) If LESSEE shall fail to maintain current, required amounts of insurance coverage.

LESSOR, at any time after LESSEE commits a material breach or default of this Lease Agreement, may elect to cure the breach or treat LESSEE as being in default, in either instance at LESSEE's cost. Upon failure of LESSEE to pay rent when due, LESSOR may impose late fees and interest as stated in paragraph III, above, or may immediately or at anytime thereafter

until all rent and late fees are paid, treat the LESSEE as being in default and terminate the Lease pursuant to provisions of paragraph XX, below. If LESSOR, at any time, by reason of LESSEE's breach or default, pays any sum or does any act that requires the payment of any sum, the sum paid by LESSOR shall be due immediately from LESSEE to LESSOR at the time the sum is paid, and if paid at a later date shall be subject to interest at the rate of ten percent (10%) per month or fraction of a month on such unpaid balance as may be due. An additional \$25.00 will be assessed on all returned checks.

XVIII. SUPPLEMENTARY CONDITIONS

(a) LESSEE shall provide LESSOR copies of all permits, licenses and notice(s) of violation of any permit or license necessary to conduct the LESSEE's business on the Leased Premises no later than ten (10) business days following receipt of same by LESSEE.

(b) The parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.

(c) It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint ventures, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

(d) In accordance with A.R.S. § 35-393.01, the parties certify that they are not currently engaged in, and for the duration of this Agreement agree not to engage in, a boycott of Israel, and will not adopt a procurement, investment, or other policy that has the effect of inducing or requiring a person or company to boycott Israel.

(e) The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to the parties' employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The parties shall further ensure that each subcontractor who performs any work for the party under this Agreement likewise complies with the State and Federal Immigration Laws.

(f) The parties agree to keep all books, accounts, reports, files, and other records relating to this Agreement for five (5) years after completion of the contract; and, in addition, agree that such books, accounts, reports, files, and other records shall be subject to audit pursuant to A.R.S. § 35-214.

(g) Notwithstanding any other provision of the Agreement, the parties understand that LESSOR is a public entity and, as such, is subject to Arizona's public records law, A.R.S. § 39-121 *et. seq.*

(h) This Agreement shall be governed by the laws of the State of Arizona. Jurisdiction and venue for any action under this Agreement shall be in Cochise County, Arizona.

XIX. TERMINATION

(a) In the event of any default or breach by the LESSEE of any provisions of this Lease, and if such default continues for a period of thirty (30) days after written notice of default has been delivered by the LESSOR to the LESSEE, this Lease shall, at the option of the LESSOR, be terminated forthwith upon the LESSEE's receipt of a written notice of termination from the LESSOR. In such event, the LESSEE agrees to deliver peaceful and lawful possession thereof to LESSOR. LESSOR reserves its right to pursue any other legal remedy for damages or otherwise arising out of the default by the LESSEE.

(b) In the event of termination, upon expiration of the applicable term or as otherwise authorized herein, the LESSEE shall vacate the premises and leave it in a good and clean condition, not worse than existed at time of occupancy, ordinary wear and tear excepted. LESSEE shall remove, or arrange for the removal of all of its remaining personal property and waste from the Leased Premises on or before vacating the premises. Any property or materials not removed within thirty (30) days of the termination of the Lease shall be deemed to be abandoned and may be disposed of by LESSOR at the LESSEE's expense, as LESSOR deems appropriate.

(c) LESSEE reserves the right to terminate this Lease Agreement should LESSEE lose its license to operate the cremation business from the state agency responsible for issuing such licenses. In the event LESSOR exercises this right to terminate, LESSOR shall retain all rental payments received and LESSEE shall remove all trade fixtures and personal property and return the premises to LESSOR in a good and clean condition, not worse than existed at time of occupancy, ordinary wear and tear excepted.

(d) This agreement may be terminated for conflict of interest, pursuant to A.R.S. §38-511.

XX. RIGHTS AND REMEDIES

No provision in this document shall be construed, expressly or by implication, as a waiver by the LESSOR of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of any party to insist upon the strict performance of any term or condition of the Lease or to exercise or delay the exercise of any right or remedy provided in the Lease or by law, or the acceptance of materials or services, or the payment for materials or services, shall not release the other party from any responsibilities or obligations imposed by the Lease or by law, and shall not be deemed a waiver of a right of a party to insist upon the strict performance of the Lease.

XXI. CONTRACT AMENDMENTS

This contract may be modified only by a written Amendment signed by persons duly authorized to act in this capacity on behalf of the LESSOR and the LESSEE.

XXII. NOTICES

Any notices required to be given under this Lease Agreement shall be in writing and shall be deemed properly delivered, given or served when personally delivered to the Facilities Management Director of LESSOR or to LESSEE Michael J. Ames, DVM, or, in lieu of such personal service, sent by United States mail, addressed to LESSEE at the address referenced below and to LESSOR, at the address referenced below:

LESSEE:

Michael J. Ames, DVM
Ames Diversified Services, LLC
3131 W. Clarendon Avenue
Phoenix, AZ 85017

LESSOR:

Facilities Management Director
Cochise County
1415 Melody Ln., Bldg. C
Bisbee, AZ 85603

In the event of personal service, notice shall be deemed given when personally served. In the event of service by certified or registered mail, notice shall be deemed to have been given seventy-two (72) hours after deposit of same in the United States mail post box, postage prepaid, addressed as set forth above, or upon the date of the signed return receipt, whichever is sooner. In the event of service by express overnight mail, notice shall be deemed to have been given forty-eight (48) hours after deposit of same with carrier. LESSEE shall keep his current mailing address and telephone number on file with the Facilities Management Director during the term of this Agreement and shall notify the Facilities Management Director in writing within fifteen (15) days of any change of address or telephone number.

[THIS SECTION INTENTIONALLY LEFT BLANK]

XXIII. ENTIRE AGREEMENT

This Lease Agreement contains all the representations and the entire understanding and agreement between the parties pertaining to the use of the premises or any other matters connected therewith. All correspondence, memoranda, or oral or written agreements pertaining to the leased premises or the parties hereto, which originated before the date of this Lease Agreement are null, void and no longer in force and with no effect, and are replaced in total with this Lease Agreement unless otherwise expressly stated in this Lease Agreement. This Lease Agreement shall not be altered, amended, or modified except by a writing signed by authorized representatives of LESSOR and LESSEE.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be signed by their duly authorized representatives.

LESSEE:

By: 
Michael J. Ames, DVM
Ames Diversified Services, LLC

Dated: 8/25/17

LESSOR:

By: _____
Ann English, Chairman
Cochise County Board of Supervisors

Dated: ____/____/____

ATTEST:

By: _____
Arlthe Rios, Clerk of the Board

Dated: ____/____/____

APPROVED AS TO FORM:

By: _____
Elda E. Orduño
Civil Deputy County Attorney

Dated: ____/____/____

CERTIFICATE OF LIABILITY INSURANCE

AMESD-1

OP ID: M6

DATE (MM/DD/YYYY)

08/28/17

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER THE MAHONEY GROUP - TUCSON 5330 N. La Cholla Blvd Tucson, AZ 85741-3815 Bill Taylor		Phone: 520-795-8511 Fax: 520-795-8542		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):		
INSURED Ames Diversified Services LLC Attn: Michael Ames, DVM PO Box Drawer NN Douglas, AZ 85608		INSURER(S) AFFORDING COVERAGE						NAIC #
		INSURER A : AMCO Insurance Company						19100
		INSURER B : Allied Insurance Company of						10127
		INSURER C :						
		INSURER D :						
		INSURER E :						
		INSURER F :						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
A	GENERAL LIABILITY		X		ACP3036689826	07/01/17	07/01/18	EACH OCCURRENCE \$ 1,000,000					
	X	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000					
		CLAIMS-MADE X OCCUR						MED EXP (Any one person) \$ 5,000					
								PERSONAL & ADV INJURY \$ 1,000,000					
								GENERAL AGGREGATE \$ 2,000,000					
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$ 2,000,000					
		POLICY							PRO-JECT		LOC	\$	
	B	AUTOMOBILE LIABILITY								ACP3036689826	07/01/17	07/01/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
X		ANY AUTO	BODILY INJURY (Per person) \$										
		ALL OWNED AUTOS		SCHEDULED AUTOS	BODILY INJURY (Per accident) \$								
		HIRED AUTOS		NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$								
				\$									
	UMBRELLA LIAB							EACH OCCURRENCE \$					
	EXCESS LIAB							AGGREGATE \$					
								\$					
	DED	RETENTION \$											
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A					WC STATUTORY LIMITS					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							OTHER					
	If yes, describe under DESCRIPTION OF OPERATIONS below												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Landlord is additional insured as landlord of leased premises.

CERTIFICATE HOLDER

CANCELLATION

CERTIFICATE HOLDER ----- Cochise County Facilities Management Director 1415 Melody Lane Bldg C Bisbee, AZ 85603	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>William T. Tozlar</i>

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CERTIFICATE OF LIABILITY INSURANCE

AMESD-1

OP ID: M6

DATE (MM/DD/YYYY)

08/28/17

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER THE MAHONEY GROUP - TUCSON 5330 N. La Cholla Blvd Tucson, AZ 85741-3815 Bill Taylor		Phone: 520-795-8511 Fax: 520-795-8542	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
INSURED Ames Diversified Services LLC Attn: Michael Ames, DVM PO Box Drawer NN Douglas, AZ 85608		INSURER(S) AFFORDING COVERAGE INSURER A: AMCO Insurance Company NAIC # 19100 INSURER B: Allied Insurance Company of 10127 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ GENERAL LIABILITY	X	ACP3036689826	07/01/17	07/01/18	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GENERAL AGGREGATE \$ 2,000,000					
	PRODUCTS - COM/PROP AGG \$ 2,000,000					
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC					
B	☒ AUTOMOBILE LIABILITY		ACP3036689826	07/01/17	07/01/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR					
	☐ EXCESS LIAB ☐ CLAIMS-MADE					EACH OCCURRENCE \$
	☐ DED ☐ RETENTION \$					AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			
	If yes, describe under DESCRIPTION OF OPERATIONS below					
						WC STATUTORY LIMITS \$
						OTH-ER \$
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104, Additional Remarks Schedule, if more space is required)

Landlord is additional insured as landlord of leased premises.

CERTIFICATE HOLDER**CANCELLATION**

Cochise County
Facilities Management Director
1415 Melody Lane Bldg C
Bisbee, AZ 85603

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

William T. Taylor

Technology Insurance Company, Inc.

A Stock Insurance Company

WORKERS COMPENSATION
AND EMPLOYERS LIABILITY
INSURANCE POLICY

WC 99 00 01 B
1 of 5
INFORMATION PAGE

Ncci Code: 39071

1. Insured:

Ames Diversified LLC
P.O. Box Drawer NN
Douglas, AZ 85608

Other workplaces not shown above:

See Extension of Information Page

Producer:

M & O Agencies, Inc.
1835 S. Extension Rd.
Mesa, AZ 85210

Policy Number: TWC3623679

☐ Individual ☐ Partnership
☐ Corporation ☒ LLC
Federal Tax ID: 860936778
Risk Id:
Renewal of: New

2. The policy period is from 3/12/2017 to 3/12/2018 12:01 a.m. at the insured's mailing address.

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: Arizona, Colorado

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A.
The limits of our liability under Part Two are:

State	Bodily Injury by Accident	Bodily Injury by Disease	Bodily Injury by Disease
	\$1,000,000 each accident	\$1,000,000 policy limit	\$1,000,000 each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
All states except ND, OH, WA, WY and State(s) Designated in Item 3A.

D. This policy includes these endorsements and schedules: See Extension of Information Page

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

See Extension of Information Page

TOTAL ESTIMATED ANNUAL PREMIUM

13,553

STATE ASSESSMENT

0

TOTAL ESTIMATED COST

13,553

Minimum Premium

500

Deposit Premium

1,358

Issue Date: 3/10/2017

Countersigned by: _____

Insured: Ames Diversified LLC

Policy Number: TWC3623679

EXTENSION OF INFORMATION PAGE FOR ITEM #1
ITEM 1: NAMED INSURED and WORKPLACES

NAMED INSURED:

Ames Diversified LLC

WORKPLACES:

Location Number 1.
6944 Runway Drive
Douglas, AZ 85607
Location Number 3.
3900 Niagra Street
Denver, CO 80207

Fein: 860936778

Location Number 2.
3131 West Clarendon Ave
Phoenix, AZ 85017

Insured: Ames Diversified LLC

Policy Number: TWC3623679

**EXTENSION OF INFORMATION PAGE FOR ITEM #3.D
ITEM 3.D: ENDORSEMENT SCHEDULE**

State	Form Number	Description
	WC000000A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
	WC990001B	DECLARATIONS PAGE
	WC000308	PARTNERS, OFFICERS AND OTHERS EXCLUSION ENDORSEMENT
	WC000404	PENDING RATE CHANGE ENDORSEMENT
	WC000406	PREMIUM DISCOUNT ENDORSEMENT
	WC000414	NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT
	WC000419	PREMIUM DUE DATE ENDORSEMENT
	WC000421D	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT
	WC000422B	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT
	WC000424	AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT
AZ	WC020401A	ARIZONA ALCOHOL- AND DRUG-FREE WORKPLACE PREMIUM CREDIT ENDORSEMENT
AZ	WC020601A	ARIZONA CANCELLATION AND NONRENEWAL ENDORSEMENT
CO	WC050402	COLORADO CLASSIFICATION ENDORSEMENT
CO	WC050403	COLORADO PREMIUM CREDIT FOR CERTIFIED RISK MANAGEMENT PROGRAMS ENDORSEMENT

Insured: Ames Diversified LLC

Policy Number: TWC3623679

**EXTENSION OF INFORMATION PAGE FOR ITEM #4
ITEM 4: SCHEDULE OF PREMIUMS**

Classifications	# of Emps	Code No.	Premium Basis Total Est. Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
Arizona					
Salespersons, Collectors or Messengers—Outside	1	8742	85,000	0.29	247
Clerical Office Employees NOC	3	8810	151,000	0.18	272
Crematory Operation & Drivers	12	9620	509,000	1.09	5,548
Manual Premium					6,067
Total Manual Premium					6,067
Premium for Increased Limits Part Two: 1.1% (1000/1000/1000)		9812			67
Premium to Equal Increased Limits Minimum Charge		9848			53
Total Premium Subject to Experience Modification					6,187
Experience Modification 150%					9,280
Premium Discount 2.5%		0063			-232
Terrorism		9740			74
Catastrophe (other than Terrorism)		9741			74
Expense Constant		0900			0
Total AZ Premium					9,196
Total AZ Cost					9,196

Colorado

Clerical Office Employees NOC	1	8810	55,000	0.18	99
Crematory Operation & Drivers	4	9620	180,000	1.58	2,844
Manual Premium					2,943

Total Manual Premium 2,943

Premium for Increased Limits Part Two: 1.1%
(1000/1000/1000) 9812 0

Total Premium Subject to Experience Modification 2,943

Experience Modification 150% 4,414

Premium Discount 6.9% 0063 -305

Terrorism 9740 24

Catastrophe (other than Terrorism) 9741 24

Expense Constant 0900 200

Total CO Premium 4,357

Total CO Cost 4,357

TOTAL ESTIMATED ANNUAL PREMIUM 13,553

STATE ASSESSMENT 0

TOTAL COST 13,553

Insured: Ames Diversified LLC

Policy Number: TWC3623679

PAYMENT SCHEDULE

Statement Closing Date	Payment Due Date	Description	Amount Due
	3/12/2017	Installment 1 of 10	\$1,358.00
	3/31/2017	Installment 1 of 9	\$1,355.00
	4/30/2017	Installment 2 of 9	\$1,355.00
	5/31/2017	Installment 3 of 9	\$1,355.00
	6/30/2017	Installment 4 of 9	\$1,355.00
	7/31/2017	Installment 5 of 9	\$1,355.00
	8/31/2017	Installment 6 of 9	\$1,355.00
	9/30/2017	Installment 7 of 9	\$1,355.00
	10/31/2017	Installment 8 of 9	\$1,355.00
	11/30/2017	Installment 9 of 9	\$1,355.00
Total Cost			\$13,553.00

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION**A. The Policy**

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who Is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

PART ONE**WORKERS COMPENSATION INSURANCE****A. How This Insurance Applies**

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits. We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;

3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the workers compensation law that apply to:
 - a. benefits payable by this insurance;
 - b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO

EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.

2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. for which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;
2. for care and loss of services; and
3. for consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. bodily injury intentionally caused or aggravated by you;
6. bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901–950), the Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171–8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331–1356), the Defense Base Act (42 USC Sections 1651–1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901–942), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. bodily injury to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51–60), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. bodily injury to a master or member of the crew of any vessel;
11. fines or penalties imposed for violation of federal or state law; and
12. damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801–1872) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits. We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident. A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee. Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE**OTHER STATES INSURANCE****A. How This Insurance Applies**

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.

3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR**YOUR DUTIES IF INJURY OCCURS**

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.
4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE—PREMIUM**A. Our Manuals**

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper-

classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy. If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

PART SIX—CONDITIONS

A. Inspection

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent. If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

Regular Board of Supervisors Meeting

Meeting Date: 09/26/2017

2017 Agreement for use of County property for Bisbee 1000 Stair Climb

Submitted By: Sue Blanchard, County Attorney

Department: County Attorney

Presentation: No A/V Presentation **Recommendation:** Approve

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 1

NAME of PRESENTER: N/A **TITLE of PRESENTER:** N/A

Docket Number (If applicable):

Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**

Information

Agenda Item Text:

Approve the agreement between Bisbee Vogue, Inc., a nonprofit corporation, and Cochise County for use of County premises around the Superior Courthouse and Administration Building for the "Bisbee 1000 The Great Stair Climb", from October 20-22, 2017.

Background:

Bisbee Vogue Inc. is scheduled to hold the 27th Annual "Bisbee 1000 The Great Stair Climb" in Bisbee, Arizona on October 20 to October 22, 2017. This event is a 4.5 mile course, featuring 9 staircases (over 1000 steps) that are connected by winding roads. Runners and walkers alike take part in this event on an annual basis and enjoy the scenic parts of Old Bisbee as they attempt to complete this challenging course. This event brings hundreds of visitors from all over the world to the Bisbee area for a fun-filled weekend.

Department's Next Steps (if approved):

Once agreement is fully executed a copy will be provided to Bisbee Vogue, Inc. and to Facilities.

Impact of NOT Approving/Alternatives:

Bisbee Vogue, Inc. will not be able to utilize County premises during the event.

To BOS Staff: Document Disposition/Follow-Up:

Provide a copy of the executed agreement to the Cochise County Attorney's Office – Civil Division for submission to Bisbee Vogue, Inc. and to Facilities.

Attachments

Certificate of Liability Insurance Documents

Workers Comp Binder

2017 Agreement



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/30/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
FRANCIS L. DEAN & ASSOCIATES OF COLORADO, LLC
9362 TEDDY LN STE 203
LONE TREE, CO 80124-2871
www.fdean.com
(800) 745-2409

CONTACT NAME:

PHONE (A/C, No, Ext): (800) 745-2409 FAX (A/C, No): (303) 773-0111

E-MAIL ADDRESS: infoco@fdean.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: United States Fire Insurance

21113

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS:

Bisbee Vogue, Inc.
P.O. Box 1099
Bisbee, AZ 85603

COVERAGES**CERTIFICATE NUMBER:** USP235030**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		SRPGAP-101-0717	10/20/2017 12:01 AM	10/22/2017 12:01 AM	GENERAL AGGREGATE \$2,000,000.00
	☒ COMMERCIAL GENERAL LIABILITY						PRODUCTS - COMP/OP AGG \$2,000,000.00
	☐ CLAIMS-MADE ☒ OCCUR						PERSONAL & ADV INJURY \$1,000,000.00
							EACH OCCURRENCE \$1,000,000.00
							FIRE DAMAGE (Any one fire) \$300,000.00
							MED EXP (Any one person) \$0.00
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC						
A	AUTOMOBILE LIABILITY	X		SRPGAP-101-0717	10/20/2017 12:01 AM	10/22/2017 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000.00
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTO ☒ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						
A	Liquor Liability	X		SRPL-101-0717/ USL304939	10/20/2017 12:01 AM	10/22/2017 12:01 AM	EACH OCCURRENCE \$
							GENERAL AGGREGATE \$
							EACH OCCURRENCE \$1,000,000.00
							GENERAL AGGREGATE \$2,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

4.5 mile race with stairs, 1/8 mile staircase race, beer festival

CERTIFICATE HOLDER

Bisbee Vogue, Inc.
P.O. Box 1099
Bisbee, AZ 85603

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Francis L. Dean



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/30/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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FAX (A/C, No): (303) 773-0111

E-MAIL ADDRESS: infoco@fdean.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: United States Fire Insurance

21113

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS:

Bisbee Vogue, Inc.
P.O. Box 1099
Bisbee, AZ 85603

COVERAGES**CERTIFICATE NUMBER:** USP235030**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	SRPGAP-101-0717	10/20/2017 12:01 AM	10/22/2017 12:01 AM	GENERAL AGGREGATE \$1,000,000.00
	☒ COMMERCIAL GENERAL LIABILITY						PRODUCTS - COMP/OP AGG \$1,000,000.00
	☐ CLAIMS-MADE ☒ OCCUR						PERSONAL & ADV INJURY \$1,000,000.00
							EACH OCCURRENCE \$1,000,000.00
							FIRE DAMAGE (Any one fire) \$300,000.00
							MED EXP (Any one person) \$0.00
	GEN'L AGGREGATE LIMIT APPLIES PER:						
A	☒ POLICY ☐ PROJECT ☐ LOC			SRPGAP-101-0717	10/20/2017 12:01 AM	10/22/2017 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000.00
	AUTOMOBILE LIABILITY						BODILY INJURY (Per person) \$
	☐ ANY AUTO						BODILY INJURY (Per accident) \$
	☐ ALL OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☒ HIRED AUTO ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS						
							EACH OCCURRENCE \$
							AGGREGATE \$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						
							EACH OCCURRENCE \$
							GENERAL AGGREGATE \$
A	Liquor Liability			SRPL-101-0717/ USL304939	10/20/2017 12:01 AM	10/22/2017 12:01 AM	EACH OCCURRENCE \$1,000,000.00 GENERAL AGGREGATE \$2,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Certificate holder is added as an additional insured but only with respect to liability arising out of operations of the named insured during the policy period.

Covered Activity: 4.5 mile race with stairs, 1/8 mile staircase race, beer festival

CERTIFICATE HOLDER**CANCELLATION**

Cochise County
1415 Melody Lane Building G
Bisbee, AZ 85603

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Francis L. Dean



ADDITIONAL INTEREST SCHEDULE

DATE (MM/DD/YYYY)
8/30/2017

AGENCY		CARRIER United States Fire Insurance Company		NAIC CODE 21113
POLICY NUMBER SRPGAP-101-0717/USP235030		EFFECTIVE DATE 10/20/2017 12:01 AM	NAMED INSURED(S) Bisbee Vogue, Inc.	

ADDITIONAL INTEREST (Not all fields apply to all scenarios – provide only the necessary data)

INTEREST	NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
☒ ADDITIONAL INSURED ☐ BEACH OF WARRANTY ☐ CO-OWNER ☐ EMPLOYEE AS LESSOR ☐ LEASEBACK OWNER ☐ LIENHOLDER	City of Bisbee 118 Arizona St Bisbee, AZ 85603						LOCATION:	BUILDING:
☐ LOSS PAYEE ☐ MORTGAGEE ☐ OWNER ☐ REGISTRANT ☐ TRUSTEE							VEHICLE:	BOAT:
							AIRPORT:	AIRCRAFT:
							ITEM CLASS:	ITEM:
							ITEM DESCRIPTION	
	REFERENCE / LOAN #:	INTEREST END DATE:						
	LIEN AMOUNT:	PHONE (A/C, No, Ex):		FAX (A/C, No):				
REASON FOR INTEREST:		E-MAIL ADDRESS:						
INTEREST	NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
☒ ADDITIONAL INSURED ☐ BEACH OF WARRANTY ☐ CO-OWNER ☐ EMPLOYEE AS LESSOR ☐ LEASEBACK OWNER ☐ LIENHOLDER	Cochise County 1415 Melody Lane Bisbee, AZ 85603						LOCATION:	BUILDING:
☐ LOSS PAYEE ☐ MORTGAGEE ☐ OWNER ☐ REGISTRANT ☐ TRUSTEE							VEHICLE:	BOAT:
							AIRPORT:	AIRCRAFT:
							ITEM CLASS:	ITEM:
							ITEM DESCRIPTION	
	REFERENCE / LOAN #:	INTEREST END DATE:						
	LIEN AMOUNT:	PHONE (A/C, No, Ex):		FAX (A/C, No):				
REASON FOR INTEREST:		E-MAIL ADDRESS:						
INTEREST	NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
☒ ADDITIONAL INSURED ☐ BEACH OF WARRANTY ☐ CO-OWNER ☐ EMPLOYEE AS LESSOR ☐ LEASEBACK OWNER ☐ LIENHOLDER	St. Patrick's Catholic Parish 100 Quality Hill Road Bisbee, AZ 85603						LOCATION:	BUILDING:
☐ LOSS PAYEE ☐ MORTGAGEE ☐ OWNER ☐ REGISTRANT ☐ TRUSTEE							VEHICLE:	BOAT:
							AIRPORT:	AIRCRAFT:
							ITEM CLASS:	ITEM:
							ITEM DESCRIPTION	
	REFERENCE / LOAN #:	INTEREST END DATE:						
	LIEN AMOUNT:	PHONE (A/C, No, Ex):		FAX (A/C, No):				
REASON FOR INTEREST:		E-MAIL ADDRESS:						
INTEREST	NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
☒ ADDITIONAL INSURED ☐ BEACH OF WARRANTY ☐ CO-OWNER ☐ EMPLOYEE AS LESSOR ☐ LEASEBACK OWNER ☐ LIENHOLDER	Bisbee Hospitality Group 2 Copper Plaza Bisbee, AZ 85603						LOCATION:	BUILDING:
☐ LOSS PAYEE ☐ MORTGAGEE ☐ OWNER ☐ REGISTRANT ☐ TRUSTEE							VEHICLE:	BOAT:
							AIRPORT:	AIRCRAFT:
							ITEM CLASS:	ITEM:
							ITEM DESCRIPTION	
	REFERENCE / LOAN #:	INTEREST END DATE:						
	LIEN AMOUNT:	PHONE (A/C, No, Ex):		FAX (A/C, No):				
REASON FOR INTEREST:		E-MAIL ADDRESS:						
INTEREST	NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
☒ ADDITIONAL INSURED ☐ BEACH OF WARRANTY ☐ CO-OWNER ☐ EMPLOYEE AS LESSOR ☐ LEASEBACK OWNER ☐ LIENHOLDER							LOCATION:	BUILDING:
☐ LOSS PAYEE ☐ MORTGAGEE ☐ OWNER ☐ REGISTRANT ☐ TRUSTEE							VEHICLE:	BOAT:
							AIRPORT:	AIRCRAFT:
							ITEM CLASS:	ITEM:
							ITEM DESCRIPTION	
	REFERENCE / LOAN #:	INTEREST END DATE:						
	LIEN AMOUNT:	PHONE (A/C, No, Ex):		FAX (A/C, No):				
REASON FOR INTEREST:		E-MAIL ADDRESS:						

The above are added as additional insured but only with respect to liability arising out of operations of the named insured during the policy period.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

Policy Number: SRPGAP-101-0717/USP235030
Insured: Bisbee Vogue, Inc.

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Cochise County
1415 Melody Lane Building G
Bisbee, AZ 85603

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



SERVICE CENTER
901 Peninsula Corporate Circle
Boca Raton, FL 33487
(800) 622-4123

September 12, 2017

BISBEE VOGUE, INC.
PO BOX 1099
BISBEE, AZ 85603-2099

EFFECTIVE DATE: 09/06/2017
BINDER NUMBER: 02-39071-17255-371966
FED ID NUMBER: 86-0713130
APPLICATION ID: 42982170

RE: WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY BINDER

This is to acknowledge receipt of an initial or deposit premium payment and your application for coverage through the Arizona Workers Compensation Assigned Risk Plan.

Coverage is provided under this binder, beginning at 12:01 A.M. on the effective date shown above, and with the insurance company named below, and shall remain in effect for ninety (90) days or until canceled or a policy has been issued. In accordance with Plan Procedures, coverage is provided under the Workers Compensation Law of ARIZONA and of such additional jurisdictions as may be requested, in accordance with the Plan rules. Employers liability coverage is also provided, subject to the standard limits prescribed in the Basic Manual, unless higher limits have been requested in accordance with the Plan rules.

Please retain this binder as evidence of the coverage until you receive your policy.

INSURANCE COMPANY:
TECHNOLOGY INSURANCE CO
8995 WESTSIDE PARKWAY
ALPHARETTA, GA 30009

AGENCY NAME:
JOHN FK BROWN FARMERS INSURANCE AGENCY
9155 E TANQUE VERDE RD STE 117
TUCSON, AZ 85749-8026

BISBEE VOGUE, INC.

NOTICE

COVERAGE FOR THIS EMPLOYER HAS BEEN PLACED THROUGH THE ASSIGNED RISK PLAN. AS THE PLAN IS THE MARKET OF LAST RESORT, COVERAGE SHOULD CONTINUE TO BE SOUGHT THROUGH THE STANDARD/VOLUNTARY MARKET. PLEASE NOTE THAT PREMIUMS IN THE ASSIGNED RISK PLAN MAY BE HIGHER THAN THE STANDARD/VOLUNTARY MARKET.

If a policy issued by an insurance carrier, pursuant to an assignment under the Arizona Workers Compensation Assigned Risk Plan is canceled due to the employer's failure to comply with terms or conditions of the policy, such employer may be ineligible for further coverage under the Plan.

NOTICE

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE
FOR THE STATE(S) OF ARIZONA**

Your policy provides coverage for losses resulting from acts of terrorism. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations. You are notified that under the Terrorism Risk Insurance Act of 2002(Act) and any amendments, including as amended and extended through December 31, 2020 by the Terrorism Risk Insurance Program Reauthorization Act of 2015, the term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury — in consultation with the Secretary of Homeland Security, and the Attorney General of the United States — to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act, as amended. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

The Terrorism Risk Insurance Act, as amended, also contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism. If the aggregate insured losses for all insurers exceed \$100 billion in any one calendar year, and the insurance company providing the coverage has met its statutorily established deductible, the insurance company is not liable for payment of any portion of the amount of insured losses that exceed \$100 billion. Further, the United States Government will not make any payment under the Act for any portion of insured losses that exceed \$100 billion. For aggregate insured losses up to \$100 billion, the insurance company will pay only a pro rata share of such losses as determined by the Secretary of Treasury.

The portion of your total estimated annual premium that currently is attributable to coverage for insured losses resulting from certified acts of terrorism is \$5.46 and does not include any charges for the portion of losses covered by the United States Government under the Act.

NOTICE

CERTIFICATES OF INSURANCE

Effective upon receipt of the enclosed binder, the producer may issue certificates of insurance only under the following conditions: 1) that the certificate is issued only on the standard ACORD form; 2) that the

BISBEE VOGUE, INC.

NOTICE

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If a policy issued by an insurance carrier, pursuant to an assignment under the Arizona Workers Compensation Assigned Risk Plan is canceled due to the employer's failure to comply with terms or conditions of the policy, such employer may be ineligible for further coverage under the Plan.

certificate is issued only for operations in the states listed in 3.A. of the Information Page; 3) that the policy terms are unchanged; 4) that the certificate holder is not extended any greater rights than those extended to the insured; and 5) that the assigned carrier is provided with a copy of each certificate.

NOTICE

**LIMITED OTHER STATES INSURANCE NOTICE
WHERE APPLICABLE BY STATE****Please Read Carefully**

Under NCCI's WCIP, the Residual Market Limited Other States Insurance Endorsement is attached to all residual market policies. This endorsement is designed solely for unknown and unanticipated exposure in states other than those designated in Part 3.A. of the Information Page and not otherwise specifically excluded. This endorsement DOES NOT provide automatic coverage for an employer's operations in another state, and DOES NOT promise to add coverage in another state.

If you hire any employees outside those states listed in Item 3.A on the Information Page or begin operations in any such state, you should do whatever may be required under that state's law, as this endorsement does not satisfy the requirements of that state's workers compensation law.

Coverage is available under the Plan only when state law permits coverage and where NCCI is the Plan Administrator. The employer and/or its representative must review the applicable state law and discuss with their insurance carrier to determine whether coverage is required and/or may be provided.

APPLICATION NOTES:

Producer/Employers: Please be advised that Assigned Risk Carriers are required to conduct interim audits, loss prevention surveys and final audits on Assigned Risk policies. Therefore, Failure to comply with an Assigned Risk Carrier request may result in cancellation of this policy in accordance with the applicable state laws.

Coverage is being bound subject to your signed statement acknowledging and agreeing to the terms of the Loss Sensitive Rating Plan in the event that your estimated annual premium or preliminary physical audit premium meets or exceeds the premium eligibility requirement.

Application was processed by producer using the NCCI RMAPS(R) Online Application Service.

PRODUCER / EMPLOYER / CARRIER: Premium was calculated using the rates and programs effective on the Anniversary Rate Date / Effective Date of 09/06/2017.

CARRIER: Coverage has been requested for the following states: AZ.

PRODUCER/EMPLOYER: Please forward a signed officer exclusion letter or form to the carrier (as named on the binder) within the time specified by statutory requirement or you may be subject to additional premium for any officers listed on the application. If mandated by the state, the signed officer exclusion form must be sent to the state. If an exclusion form or letter is already attached with your application, please send a copy to the state only.

Increased Limits of Liability have been requested.

Corporate Officers have elected to be excluded from coverage.

BISBEE VOGUE, INC.

NOTICE

COVERAGE FOR THIS EMPLOYER HAS BEEN PLACED THROUGH THE ASSIGNED RISK PLAN. AS THE PLAN IS THE MARKET OF LAST RESORT, COVERAGE SHOULD CONTINUE TO BE SOUGHT THROUGH THE STANDARD/VOLUNTARY MARKET. PLEASE NOTE THAT PREMIUMS IN THE ASSIGNED RISK PLAN MAY BE HIGHER THAN THE STANDARD/VOLUNTARY MARKET.

If a policy issued by an insurance carrier, pursuant to an assignment under the Arizona Workers Compensation Assigned Risk Plan is canceled due to the employer's failure to comply with terms or conditions of the policy, such employer may be ineligible for further coverage under the Plan.

Corporate Officers have not elected to be excluded from coverage.

PRODUCER / EMPLOYER: Please provide a copy of a Certificate of Insurance for any sub-contractors used, to the assigned carrier.

New business or no prior history found. The risk is not currently experience rated.

This application was processed following Hurricane Irma when staff was lighter than usual due to evacuations and recovery efforts following the storm. Additional information or further detail may be needed by the carrier to ensure that the file is properly underwritten per Plan guidelines. NCCI recommends that the carrier follow their underwriting procedures when issuing the policy.

The premium reflected on the Premium Calculation Worksheet is the Total Estimated Annual Premium. The Assigned Carrier may apply additional state surcharges, taxes, assessments, or programs as required by the state.

BISBEE VOGUE INC. AGREEMENT 2017

THIS AGREEMENT is by and between the County of Cochise, a political subdivision of the State of Arizona, hereinafter called the "COUNTY", and Bisbee Vogue, Inc., a nonprofit corporation organized under the laws of Arizona, hereinafter called the "SPONSOR".

RECITALS

WHEREAS, the SPONSOR is sponsoring the Bisbee 1000 Stair Climb, hereinafter called "THE EVENT", to be held Saturday October 21, 2017; and

WHEREAS, the "Event" will take place, in part, on the Superior Courthouse steps, plaza and lawn area, and in COUNTY parking lots surrounding the Courthouse and the Administration Building in Bisbee (the "COUNTY PREMISES"), it is understood by all parties that the COUNTY does not own or have a current lease on the parking lot between the Courthouse and the Administration Building and so the COUNTY cannot give permission to use that particular lot; and

WHEREAS, preparation and clean-up for the event, including placement of temporary restroom facilities, may commence on the morning of Friday, October 20, 2017, and conclude on the afternoon of Sunday, October 22, 2017.

NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:

A. DUTIES OF THE PARTIES

1. It shall be the sole responsibility of the SPONSOR to undertake any inspection or preparation of the COUNTY PREMISES required for the EVENT.

2. The SPONSOR agrees to fully perform, at the SPONSOR's sole expense, all support activities in conjunction with the conduct of the EVENT including, but not limited to, placement and removal of portable restroom facilities at the parking lot between St. Patrick's Church, the Courthouse, and the old convent building (currently

COUNTY Attorney Civil Division Office), clean up of the COUNTY PREMISES after the EVENT, and procurement and placement of traffic control signs and devices in and around COUNTY PREMISES, which are necessary to warn, regulate or guide traffic during the conduct of the EVENT and the removal of such signs and devices following the conclusion of the EVENT.

B. INDEMNITY REQUIREMENTS

The SPONSOR shall defend, indemnify, save and hold harmless the COUNTY, its officials and employees without limitation from and against any and all claims (including, but not limited to, workers' compensation, disability or environmental liability claims), damages, losses, liabilities, fees, fines or expenses (including but not limited to attorney fees, court costs, and cost of appellate proceedings) relating to, arising from, resulting from or alleged to have arisen or resulted from the Event. SPONSOR's duty to defend, indemnify, save and hold harmless the COUNTY, its officials and employees shall arise in connection with any and all claims, damages, losses, liabilities, fees, fines or expenses that are attributable to bodily injury, personal injury, sickness, disease, death or damage to, or destruction of, tangible or intangible property including the loss of use therefrom, or environmental claims and fines, caused in whole or in part by any act, error, mistake or omission of SPONSOR, its officers, officials, employees, members, guests, invitees, participants, agents, vendors, subcontractors or anyone for whose acts SPONSOR may be liable.

The insurance, its limits, amount and type required herein shall in no way be construed as limiting the scope of this indemnity.

C. INSURANCE REQUIREMENTS

The SPONSOR, at SPONSOR's own expense, shall purchase and maintain the hereinafter stipulated minimum insurance with companies, possessing a current AM Best, Inc. rating of A VII, duly licensed in the State of Arizona.

The COUNTY in no way warrants that the minimum insurance and limits contained herein are adequate or sufficient to protect the SPONSOR, its officers, officials, employees, members, guests, invitees, participants or spectators.

Thirty (30) days prior to the Event, the SPONSOR shall provide the COUNTY with a Certificate of Insurance evidencing the insurance required by the COUNTY. The certificate shall identify this Event and be directly sent to the Civil Division of the County Attorney's Office, P.O. Drawer CA, Bisbee, Arizona 85603. Failure to do so, at the COUNTY's sole discretion, may constitute a material breach of this Agreement and grounds for its immediate termination, cancellation or suspension.

The SPONSOR's insurance or self-insurance shall be primary and any insurance maintained by the COUNTY shall not contribute to, or be excess of, the SPONSOR's insurance or self-insurance.

The SPONSOR's insurance or self-insurance shall contain a waiver of rights of recovery or subrogation against the COUNTY, its officials and employees for any and all claims, damages, losses, liabilities or expenses relating to, arising from, resulting from, or alleged to have arisen or resulted from, the Event.

The SPONSOR's insurance or self-insurance, except workers' compensation, required herein shall name the COUNTY, its officials and employees as Additional Insureds.

General Liability Insurance: General Liability insurance of \$1,000,000 per occurrence with a \$2,000,000 general aggregate limit and a \$2,000,000 products completed operations limit. The General Liability insurance shall include coverage for bodily injury, personal injury, broad form property damage, blanket contractual liability, products/completed operations, and \$1,000,000 liquor legal liability if alcohol is served or sold at, or during, the Event.

The General Liability Additional Insured endorsement shall include coverage for bodily injury, personal injury, broad form property damage, contractual liability, premises liability and products/completed operations liability.

Vehicle Liability Insurance: Vehicle Liability insurance with a combined single limit of \$1,000,000 each occurrence with respect to SPONSOR's owned, hired and non-owned vehicles.

Workers' Compensation Insurance: Statutory Worker's Compensation insurance and Employer's Liability insurance of \$1,000,000 each accident, \$1,000,000 each disease and \$1,000,000 disease policy limits.

D. SUPPLEMENTARY CONDITIONS

Objectionable Uses or Persons: Any use of COUNTY property in violation of any law or ordinance of the COUNTY, State of Arizona or United States or, at the COUNTY's sole discretion, that is not in the COUNTY's best interest, may, at the COUNTY's sole discretion, constitute a material breach of this Agreement and be grounds for its immediate termination, cancellation or suspension. Any person whose acts, behavior or conduct is disorderly or disruptive may be refused entrance to, or be ejected from, the COUNTY's property. The SPONSOR shall defend, indemnify and hold harmless the COUNTY, its officials and employees from such refusal or ejection to the fullest extent

and scope of the indemnity and insurance requirements in paragraphs B and C of this Agreement.

County Property: This Agreement is for COUNTY property and shall not be construed as an authorization for use of adjacent private or public property, grounds or land or any other area where a separate agreement or permit may be required. SPONSOR shall be responsible for obtaining all necessary agreements, permits or insurance required by any federal, state, municipal or other governmental or private entity.

Damage to County Property: SPONSOR will promptly compensate or reimburse COUNTY the full amount of any damage to, or loss of use of, COUNTY buildings, facilities, grounds, lands, water or property caused by SPONSOR, its officers, officials, employees, members, guests, invitees, or agents. Compensation or reimbursement to the COUNTY shall also include, but not be limited to, restoration, clean-up, abatement, remedial action, legal fees and expenses or fines.

Damage to Sponsor Property: The COUNTY shall not be responsible for loss of, damage to, or loss of use of, tangible or intangible property of SPONSOR, its officers, officials, employees, members, guests, invitees or agents or Event participants or spectators.

Inclement Weather or Emergencies: At the COUNTY's sole discretion, the COUNTY may close any COUNTY property or terminate or cancel any Event due to inclement weather or any other emergency situation.

Loss of Privileges: Loss of privileges authorized by this Agreement by COUNTY closure, termination, cancellation or suspension is not compensable to the SPONSOR.

Transfer: This Agreement, its requirements, terms and conditions are not transferable.

Exclusivity: This Agreement is not exclusive unless otherwise stated in the Agreement. The COUNTY reserves the right to use or allow others to use any part the COUNTY property pertaining to this Agreement. The SPONSOR agrees to allow others of the public free and unrestricted access to, and use of, the COUNTY property at all times for all lawful purposes.

County Rules and Regulations: Upon issuance, this Agreement authorizes the SPONSOR to use or occupy COUNTY property, subject to the terms and conditions outlined within COUNTY rules, regulations, laws, ordinances or the COUNTY approved authorization or use plan for this Agreement. It is the SPONSOR's responsibility to be familiar with and to understand all applicable COUNTY rules, regulations, laws, or ordinances.

Obligations of the Sponsor: The obligations of the SPONSOR under this Agreement are not contingent upon the COUNTY to inspect any SPONSOR equipment, food, beverages, activity or operations.

Liability Waiver: In a form acceptable to the COUNTY, the COUNTY, at its sole discretion, may require executed statements of fitness for activity and/or waivers of liability for or from each SPONSOR officer or member or Event participant, guest or spectator.

Report to County: The SPONSOR shall immediately report to the COUNTY any accident, event, incident or occurrence that results, or may result, in bodily injury, death or property damage.

Records Retention: The parties agree to keep all books, accounts, reports, files, and other records relating to this Agreement for five (5) years after completion of the contract; and, in addition, agree that such books, accounts, reports, files, and other records shall be subject to audit pursuant to A.R.S. § 35-214.

Public Records Law: Notwithstanding any other provision of the Agreement, the parties understand that the COUNTY is a public entity and, as such, is subject to Arizona's public records law, A.R.S. § 39-121 *et. seq.*

Jurisdiction and Venue: This Agreement shall be governed by the laws of the State of Arizona. Jurisdiction and venue for any action under this Agreement shall be in Cochise COUNTY, Arizona.

E. RELATIONSHIP OF THE PARTIES

The parties intend and understand that pursuant to this agreement, the COUNTY is an independent supplier of services to the SPONSOR, limited to a temporary license to use the COUNTY PREMISES. No officer, employee or agent of the COUNTY or the COUNTY itself, shall be deemed or considered an employee, partner, joint venturer, agent, associate, or a participant with SPONSOR in any respect regarding SPONSOR's conduct of the EVENT. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. Except as COUNTY enforcement statutes, regulations or procedures which may affect COUNTY rendering of services hereunder may require, the COUNTY shall not in any manner, participate in or share in any profit or proceeds arising from SPONSOR's conduct of the EVENT. SPONSOR will be solely and entirely responsible for the acts of the SPONSOR's event. No officer, employee or agent of one party shall be empowered to bind or obligate the other party unless specifically authorized by mutual written consent of the parties.

F. TERM OF AGREEMENT

1. This agreement shall be in full force and effect from the date of its execution and until 5 p.m. on the day following the completion of the EVENT or until cessation of all of SPONSOR's obligations to the COUNTY under this Agreement, whichever is later, unless otherwise terminated as provided in this Agreement.

2. SPONSOR shall be permitted to begin setting up portable toilets and necessary signage at 7 a.m. on Friday, October 20, 2017 and shall have removed all such toilets and signage prior to 4 p.m. on Sunday, October 22, 2017.

G. EFFECTIVE DATE OF AGREEMENT

This Agreement shall become effective upon approval by the Cochise County Board of Supervisors and upon the signing of the Agreement by the Chairman of the Board. In the event that the Board of Supervisors fails or refuses to approve this Agreement, it shall be null and void and have no effect whatsoever.

H. TERMINATION OF AGREEMENT

Either party upon thirty (30) days written notice of such intent may terminate this Agreement. Such termination shall not relieve the SPONSOR of liability under this Agreement for the effective term prior to this termination. This Agreement may also be subject to termination pursuant to A.R.S. 38-511.

I. ASSIGNMENT

Neither party shall assign any rights or duties under this Agreement without the express written consent of the other party. Any assignment in violation of this provision will automatically terminate this Agreement.

J. WAIVER

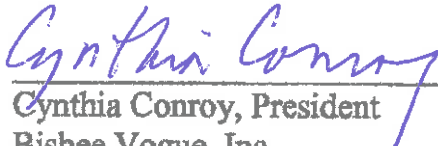
The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect the party's subsequent rights and obligations under that provision. Waiver by either party of the breach of any provision hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of such provision itself.

K. ENTIRE AGREEMENT

This document constitutes the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements and all other communications between the parties. It may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each party.

IN WITNESS WHEREOF, the COUNTY has caused this instrument to be executed by the Chairman of the Board of Supervisors and attested to by the Clerk of said Board, and SPONSOR has caused this instrument to be executed by its duly authorized representative.

APPROVED:


Cynthia Conroy, President
Bisbee Vogue, Inc.

8/31/17
Date

APPROVED:

Ann English, Chairperson
Cochise COUNTY Board of Supervisors

Date

ATTEST:

Arlethe G. Rios
Clerk of the Board

Date

APPROVED AS TO FORM:


Elda E. Orduño
Civil Deputy COUNTY Attorney

9/14/17
Date

Regular Board of Supervisors Meeting

Meeting Date: 09/26/2017

Demands

Submitted By: Melissa Belasco, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Approve 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.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 09/26/2017

New Liquor License High Lonesome Vineyard

Submitted By: Rebecca Reynolds, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V **Recommendation:** Approve
Presentation

Document Signatures: BOS **# of ORIGINALS**
Signature **Submitted for Signature:**
NOT
Required

NAME Arlethe Rios **TITLE** Clerk of the Board
of PRESENTER: **of PRESENTER:**

Mandated Function?: Not **Source of Mandate**
Mandated **or Basis for Support?:**

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a new liquor license application for a series #13 Farm Winery submitted by Ms. Edith Jeanne Gustason, for High Lonesome Vineyard, located at 8979 N. High Lonesome Road, McNeal, AZ 85617.

Background:

Ms. Edith Jeanne Gustason, has applied for a new Series #13 Farm Winery liquor license for High Lonesome Vineyard, located at 8979 N. High Lonesome Road, McNeal, AZ 85617. The Sheriff's Office has no recommendation. Treasurer's Office advised that the property taxes for the parcel in question have been paid in full for the 2016 tax year. The Planning and Zoning Department has recommended approval of the application. There have been no formal protests to this liquor license.

The Environmental Health Division recommends approval of the liquor license and will notify the applicant that he/she will be required to obtain the proper permits before operating the business.

Ms. Edith Jeanne Gustason 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 email to ADLLC with the Local Governing Board Recommendation form and posting documents.
Send a copy of letter to applicant.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Application

Departmental Forms

Affidavit of Posting



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

Application for Liquor License
Type or Print with Black Ink

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE
A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-8852)

SECTION 1 Type of License

- ☐ Interim Permit
☒ New License
☐ Person Transfer
☐ Location Transfer (series 6, 7 and 9)
☐ Probate/ Will Assignment/ Divorce Decree (No Fees)
☐ Seasonal

SECTION 2 Type of Ownership

- ☐ J.T.W.R.O.S.
☐ Individual
☐ Partnership
☐ Corporation
☒ Limited Liability Co
☐ Club
☐ Government
☐ Trust
☐ Tribe ☐ Other (Explain) _____

2017 AUG 15 PM 12:55

RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS

SECTION 3 Type of license

- ☐ Add Sampling Privilege for Series 9 and 10 only (Complete Sampling Privilege application)
A.R.S. § 4-206.01(G), (H), (I) & (L)
☐ Add Growler privileges (restaurant, series 12, license only. 300-foot restriction applies)
A.R.S. § 4-207(A) & (B)

1. Type of License (restaurant, bar etc.): #13- SMALL FARM WINERY 2. LICENSE # (if issued): 13023051

SECTION 4 Applicants

1. Agent's Name: GUSTASON EDITH JEANNE P1078767
Last First Middle
2. Applicant/Licensee Name: HIGH LONESOME ENTERPRISE, LLC B1059344
(Ownership name for type of ownership checked on section 1)
3. Business Name (Doing Business As-DBA): HIGH LONESOME VINEYARD B1059343
4. Business Location Address: 8979 N. HIGH LONESOME RD MCNEAL AZ 85617 COCHISE
(Do not use PO Box) Street City State Zip Code County
5. Mailing Address: PO BOX 1699 TOMBSTONE AZ 85638
(All correspondence will be mailed to this address) Street City State Zip Code
6. Business Phone: 909-557-4872 Daytime Contact Phone: 909-557-4872
7. Email Address: highlonesomevineyard@gmail.com
8. Is the Business located within the incorporated limits of the above city or town? ☐ Yes ☒ No
If you checked no, in what City, Town, County or Tribal/Indian Community is this business located? COCHISE

Fees: \$100.00 - - \$44.00 \$144.00
Application Interim Permit Site Inspection Finger Prints Total of All Fees
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? ☒ Yes ☐ No

SECTION 5 Background Check

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD ALONG WITH \$22. PROCESSING FEE PER CARD.

1. If the applicant is an entity, not an individual, answer questions 1a-b.

a) Date Incorporated/Organized: 11/12/13 State where Incorporated/Organized: AZ

b) AZ Corporation or AZ LLC. File No: L10853364 Date authorized to do business in AZ 11/12/13

2. List any individual or entity that own a beneficial interest of 10 % or more and/or controls the license. If the applicant is owned by another entity, attach an organizational chart showing the ownership structure. Attach additional sheets as needed to disclose any controlling person, member, shareholder or general partner who owns a beneficial interest of 10 % or more of the license.

Last	First	Middle	Title	%Owned	Mailing Address	City	State	Zip
GUSTASON	EDITH	JEANNE	MEMBER	50	PO BOX 1699	TOMBSTONE	AZ	85638
GUSTASON	THOMAS	JAMES	MEMBER	50	PO BOX 1699	TOMBSTONE	AZ	85638

(Attach additional sheet if necessary)

SECTION 6 Interim Permit

If you intend to operate business while your application is pending you will need an interim permit pursuant to A.R.S. §4-203.01 For approval of an interim permit:

- There must be a valid license of the same series issued to the current location you are applying for OR
- A Hotel/Motel license is being replaced with a restaurant license pursuant to A.R.S. §4-203.01 (A)

1. Enter license number currently at the location: _____

2. Is the license currently in use? ☐ Yes ☐ No If no, how long has it been out of use? _____

I, (Signature) _____ declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING PERSON on the stated license and location.

Attach a copy of the license currently issued at this location to this application.

NOTARY

State of Arizona

County of _____

On this _____ Day of _____, 20____ before me personally appeared _____
Day Month Year (Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.

Signature of NOTARY PUBLIC

(Affix Seal Above)

SECTION 7 Probate, Receiver, Bankruptcy Trustee, Assignment, or Divorce Decree of an existing liquor license ARS § 4-204
EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD ALONG WITH \$22. PROCESSING FEE PER CARD.

1. Current Licensee's Name: _____
(Exactly as it appears on the license) Last First Middle

2. Assignee's Name: _____
Last First Middle

License Number: _____

ATTACH A COPY OF THE DOCUMENT THAT SPECIFICALLY ASSIGNS THE LIQUOR LICENSE TO THE ASSIGNEE.

SECTION 8 Government (for Cities, Towns or Counties only)

1. Government Entity: _____
2. Person/Designee: _____
Last First Middle Daytime Contact Phone #

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 9 ☐ Person to Person – Current Licensee Information A.R.S. §4-203(C), (D), (G)
(Bar and Liquor Stores only – Series 06, 07 and 09)

1. License #: _____
2. Current Agent Name: _____
Last First Middle
3. Current Licensee Name: _____
(Exactly as it appears on the license)
4. Current Business Name: _____
(Exactly as it appears on the license)
5. Current Daytime Phone: _____ Primary Email Address: _____
6. Does current licensee intend to operate the business while this application is pending? ☐ Yes ☐ No
7. I authorize the transfer of this license to the applicant: _____
Signature of Agent or individual controlling person

NOTARY

State of Arizona }

County of _____ }

On this _____ Day of _____, 20____ before me personally appeared _____
Day Month Year (Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.

Signature of NOTARY PUBLIC

(Affix Seal Above)

SECTION 10 Proximity to Church or School - Questions to be completed by 6, 7, 9, 10 and 12G applicants.

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) Restaurants that do not sell growlers (A.R.S. §4-205.02) Series 12
- b) Hotel/motel license (A.R.S. §4-205.01) Series 11
- c) Microbrewery (A.R.S. §4-205.08) Series 3
- d) Craft Distillery (A.R.S. §4-205.10) Series 18

- e) Government license (A.R.S. §4-205.03) Series 5
- f) Playing area of a golf course (A.R.S. §4-207 (B)(5))
- g) Wholesaler/Distributor Series 4
- h) Farm Winery Series 13
- i) Producer Series 1

-Section 10 continued -

1. Distance to nearest School: _____ Name of School: _____
(If less than one (1) mile note footage) Address: _____
2. Distance to nearest Church: _____ Name of Church: _____
(If less than one (1) mile note footage) Address: _____

SECTION 11 Business Financials A.R.S. §4-202(F)

1. I am the:

- ☐ Tenant: a person who holds the lease of a property; a lessee.
☐ Sub-tenant: a person who holds a lease which was given to another person (tenant) for all or part of a property.
☒ Owner
☐ Purchaser
☐ Management Company

2. If the premises is leased give lessor: Name: _____
Address: _____
Street City State Zip
3. What is the penalty if the lease is not fulfilled? \$ _____ or Other: _____
4. Total money borrowed for the Business not including lease? \$ 0

Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

5. Has a license or a transfer license for the premises on this application been denied by the state within the past year?
☐ Yes ☒ No If yes, attach explanation.
6. Does any spirituous liquor manufacture, wholesaler, or employee have an interest in your business?
☐ Yes ☒ No If yes, attach explanation.

SECTION 12 Diagram of Premises

Check ALL boxes that apply to your business:

- ☐ Walk-up or drive-through windows

Patio: ☒ Contiguous ☐ Non-Contiguous within 30 feet

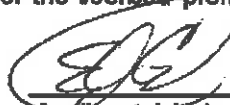
1. Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
☐ Yes ☒ No If yes, what is your estimated completion date? ____/____/____

Please attach a diagram of the premises which clearly show only the areas where spirituous liquor will be sold, served, consumed, dispensed, possessed or stored. Include all entrances, exits, interior walls, bar areas, dining areas, dance floor, stage, game room and the kitchen. DO NOT INCLUDE parking lots, living quarters or areas where business is not conducted under this liquor license. When completing your premises diagram, please identify which orientation is North.

-Section 12 continued on next page-

2. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed areas such as parking lots, living quarters, etc.

3. 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 the service areas or the square footage of the licensed premises, either by increase or decrease.


Applicant's Initials

RESTAURANTS AND HOTELS/MOTELS ONLY

(IMPORTANT NOTE: A site inspection must be conducted prior to activation of the license. The fee of \$50.00 will be due and payable upon submitting this application.)

4a. Provide a detailed drawing of the kitchen and dining areas, including the locations of all kitchen equipment and dining furniture, these are required as part of the diagram. A.R.S. §4-205.02(C)

4b. Provide a restaurant operation plan.

SECTION 13 SIGNATURE BLOCK

I, (Signature) Edith Gustafson, hereby declare that I am the Owner/Agent filing this application, I have read this document and verify the content and all statements are true, correct and complete, to the best of my knowledge.

NOTARY

State of Arizona

County of Pima }

On this 28th Day of July, 2017, before me personally appeared Edith Gustafson
(First Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.



Blanca Arias
Notary Public
Pima County, Arizona
My Comm. Exp. 08-17-2020


Signature of NOTARY PUBLIC

A.R.S. §41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

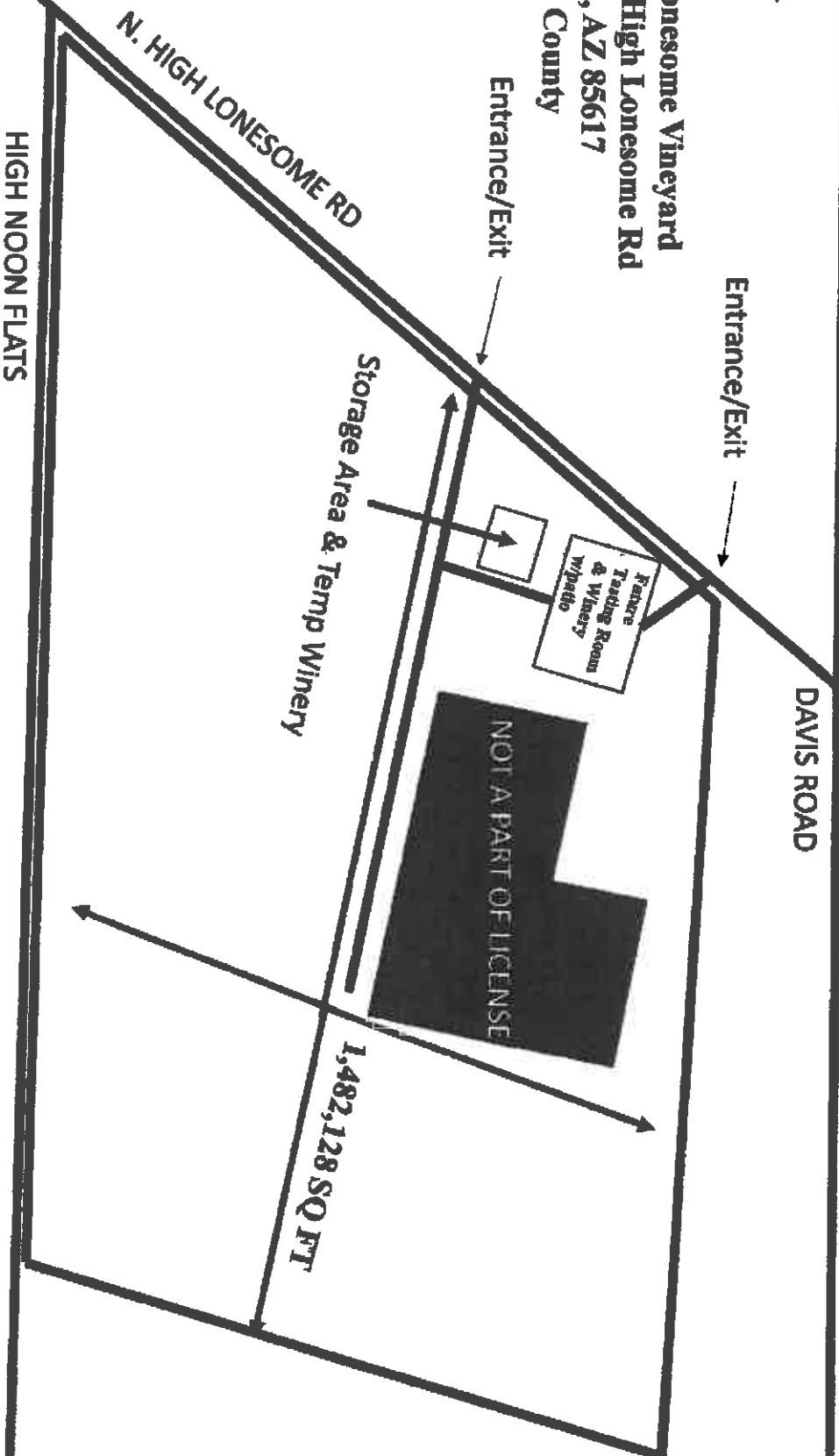
E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

17 AUG 14 14P, LIC #M1143



High Lonesome Vineyard
8979 N High Lonesome Rd
McNeal, AZ 85617
Cochise County



COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Edith Jeanne Gustason Address: 8979 N. High Lonesome Rd
Business Name: High Lonesome Vineyard City/Zip: McNeal/85617
Liquor License #: 13023051 Parcel #: 111-45-076B
Ownership Type: Limited Liability Corporation Liquor License ☒ Special Event Liquor License ☐
Partner(s): _____

TO BE COMPLETED BY THE ENVIRONMENTAL HEALTH DEPARTMENT

We would like to request your assistance in reviewing the attached application.

Please provide any pertinent information for the Board's consideration:

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

☒ The Health Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.

☐ The Health Department is currently working with the property owner on health-related issues with the subject property.

Name: Michael McGee Title: EH Director
Signature: *Michael McGee* Date: 8/18/17
Contact phone: X8206 Email: mmcgee@cochise.az.gov

Return completed form with any attachments by: 8.25.17

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: Edith Jeanne Gustason Address: 8979 N. High Lonesome Road
Business Name: High Lonesome Vineyard City/Zip: McNeal/85617
Liquor License #: 13023051 Parcel #: 111-45-076B
Ownership Type: Limited Liability Corporation Liquor License ☒ Special Event Liquor License ☐
Partner(s): _____

TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

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

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

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

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

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

Approval

Disapproval



OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning? Y ☒ N ☐

Zoning: RU-4

Use permitted by P&Z? Y ☐ N ☒

Permit#: Ag Exempt

Date Permit Issued: N/A

Use Permitted: Agricultural Processing Services, On-Site

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

Year LNC Established: N/A

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

Name: Dora V Flores

Title: Zoning Administrator

Signature: Dora V Flores

Date: August 23, 2017

Contact phone: 520.432.9300

Email: dflores@cochise.az.gov

Return completed form with any attachments by:

8.25.17

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-8200

Fax (520) 432-6016

APPLICANT INFORMATION

Applicant Name: Edith Jeanne Gustason Address: 8979 N. High Lonesome Road
Business Name: High Lonesome Vineyard City/Zip: McNeal/85617
Liquor License #: 13023051 Parcel #: 111-45-076B
Ownership Type: Limited Liability Corporation Liquor License ☒ Special Event Liquor License ☐
Partner(s): _____

TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

1. 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.

1. Comments: There have not been a significant number of incidents at the named location within five (5) years prior to the application.

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

Approval

Disapproval

No Recommendation



Name: Sam Farris

Title: Commander

Signature: [Signature]

Date: 08/17/2017

Contact phone: 520-432-9506

Email: sfarris@cochise.az.gov

Return completed form with any attachments by:

8.25.17

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Edith Jeanne Gustason Address: 8979 N. High Lonesome Road
Business Name: High Lonesome Vineyard City/Zip: McNeal/85617
Liquor License #: 13023051 Parcel #: 111-45-076B
Ownership Type: Limited Liability Corporation Liquor License ☒ Special Event Liquor License ☐
Partner(s): _____

TO BE COMPLETED BY THE TREASURER'S OFFICE

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

XXX ☐ Yes ☐ No

If not, please attach pertinent documentation.

Comments:

THE PARCEL IS PAID FOR THE 2016 TAXES, THIS PARCEL SPLITS FOR 2017 TAXES TO 111-45-076 A-B-C

Name: KATHLEEN WILSON Title: TAX SPECIALIST 1
Signature: KATHLEEN WILSON Date: 8/17/2017
Contact phone: 520-432-8404 Email: KWILSON@COCHISE.AZ.GOV

Return completed form with any attachments by: 8.25.17



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: 8/23/17 Date of Posting Removal: 9/14/17

Applicant's Name: Gustason Edith Jeanne
Last First Middle

Business Address: 8979 N. High Avenue Road McNeal 85617
Street City Zip

License #: 13023051

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.

Charles R. Cooper Code Compliance Officer 520-432-9270
Print Name of City/County Official Title Phone Number

Chas a Cooper 9-14-17
Signature Date Signed

Return this affidavit with your recommendations (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.

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: *Wednesday, August 23, 2017*

HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE

Before County Board of Supervisors

PLACE *MS Highway 246 & State Route 246*

HEARING DATES SUBJECT TO CHANGE TO VERIFY CALL: *201-442-4444*

THE LOCAL GOVERNING BODY SHALL BE REQUIRED TO SEND TO THE STATE LIQUOR

BOARD WHETHER THE BOARD SHALL DENY OR DENY THE LICENSE

RECOMMENDING OR LEAVING THE MATTER TO THE STATE LIQUOR BOARD

THE STATE LIQUOR BOARD SHALL HAVE THE RIGHT TO CONSIDER THE

OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY COME

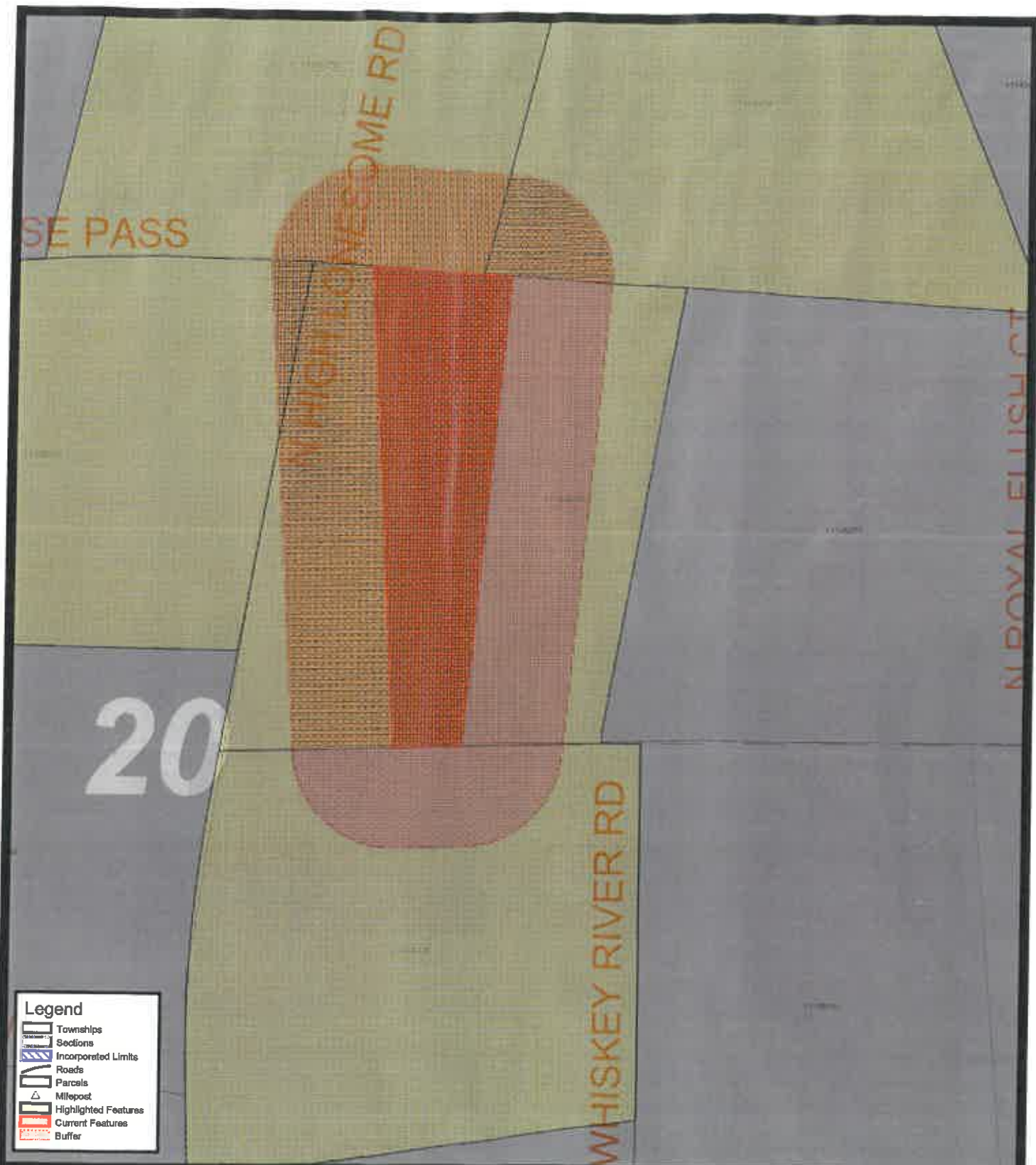
REQUEST INFORMATION AND INQUIRY TO REGISTER AS A PROTESTER. IT

NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION. CONTACT

STATE LIQUOR BOARD 201-442-4444



08/23/2017



Liquor License Review
 111-45-076B
 High Lonesome Vineyard

This map is a product of the
 Cochise County GIS
 Information Technology Dept.



**Public Hearings 11.
Board of Supervisors**

Regular Board of Supervisors Meeting

Meeting Date: 09/26/2017

New Liquor License 9 Acre Travel Complex Series 10 Beer & Wine Store

Submitted By: Melissa Belasco, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V **Recommendation:** Approve
Presentation

Document Signatures: BOS **# of ORIGINALS**
Signature **Submitted for Signature:**
NOT
Required

NAME Arlethe Rios **TITLE** Clerk of the Board
of PRESENTER: **of PRESENTER:**

Mandated Function?: Not **Source of Mandate**
Mandated **or Basis for Support?:**

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a new liquor license application for a series #10 Beer & Wine Store license submitted by Mr. Morris Mennenga for 9 Acre Travel Complex, located at 2500 W Business I-10, San Simon, AZ 85632.

Background:

Mr. Morris Mennenga has applied for a series #10 Beer & Wine Store liquor license for 9 Acre Travel Complex located at 2500 W Business I-10, San Simon, AZ 85632. The Sheriff's Office has no recommendation and the Treasurer's Office advised that the property taxes for the parcel in question are current. The Planning and Zoning Department has recommended approval of the application. There have been no formal protests to this liquor license.

The Environmental Health Division recommends approval of the liquor license and is working with the applicant on health-related issues with the subject property and to permit the food establishment.

Ms. Mennenga 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.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Application

Department Review Forms

Affidavit of Posting

Received 8/21/17
via e-mail



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

17 AUG 18 197. LIC. PM 3 50
DLIC USE ONLY

License #	10023175
Date Accepted:	8/18/17
CSR:	Jr

Application for Liquor License
Type or Print with Black Ink

Parcel # 303-05-001E

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE
A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

SECTION 1 Type of License

- ☐ Interim Permit
☒ New License
☐ Person Transfer
☐ Location Transfer (series 6, 7 and 9)
☐ Probate/ Will Assignment/ Divorce Decree (No Fees)
☐ Seasonal

SECTION 2 Type of Ownership

- ☐ J.T.W.R.O.S.
☐ Individual
☐ Partnership
☐ Corporation
☒ Limited Liability Co
☐ Club
☐ Government
☐ Trust
☐ Tribe
☐ Other (Explain) _____

SECTION 3 Type of license

- ☐ Add Sampling Privilege for Series 9 and 10 only (Complete Sampling Privilege application)
A.R.S. § 4-206.01(G), (H), (I) & (L)
☐ Add Growler privileges (restaurant, series 12, license only. 300-foot restriction applies)
A.R.S. § 4-207(A) & (B)

1. Type of License (restaurant, bar etc.): Series 10 2. LICENSE # (if issued): 10023175

SECTION 4 Applicants

1. Agent's Name: Mennenga Morris Duane P1040987
Last First Middle
2. Applicant/Licensee Name: 9 Acre Travel Complex, LLC B1059391
(Ownership name for type of ownership checked on section 1)
3. Business Name (Doing Business As-DBA): 9 Acre Travel Complex B1059390
4. Business Location Address: 2500 West Business I-10 San Simon AZ. 85632 Cochise
(Do not use PO Box) Street City State Zip Code County
5. Mailing Address: P.O. Box 14769 San Simon AZ 85632
(All correspondence will be mailed to this address) Street City State Zip Code
6. Business Phone: Pending Daytime Contact Phone: 520 560 1010
7. Email Address: morris1999@gmail.com
8. Is the Business located within the incorporated limits of the above city or town? ☐ Yes ☒ No
If you checked no, in what City, Town, County or Tribal/Indian Community is this business located? Cochise County AZ.

Fees:	<u>\$100</u>	<u>-</u>	<u>-</u>	<u>\$88</u>	<u>\$188.00</u>
	Application	Interim Permit	Site Inspection	Finger Prints	Total of All Fees
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete?					☒ Yes ☐ No

SECTION 5 Background Check

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD ALONG WITH \$22. PROCESSING FEE PER CARD.
1. If the applicant is an entity, not an individual, answer questions 1a-b.

a) Date Incorporated/Organized: 11/18/2002 State where Incorporated/Organized: Arizona

b) AZ Corporation or AZ L.L.C. File No: L10532516 Date authorized to do business in AZ 1/9/2003

2. List any individual or entity that own a beneficial interest of 10 % or more and/or controls the license. If the applicant is owned by another entity, attach an organizational chart showing the ownership structure. Attach additional sheets as needed to disclose any controlling person, member, shareholder or general partner who owns a beneficial interest of 10 % or more of the license.

Last	First	Middle	Title	%Owned	Mailing Address	City	State	Zip
Ray	Sherry	Lynne	Mng Mem	37.5	P O Box 188 San Simon AZ	85632		
Ray	Gerald	Shelby	Member	37.5	P O Box 188 San Simon AZ	85632		
Morris and Nancy Mennenga			Member	25	56 N Agua Fria Ln Casa Grande AZ	85194		

(Attach additional sheet if necessary)

SECTION 6 Interim Permit

If you intend to operate business while your application is pending you will need an interim permit pursuant to A.R.S. § 4-203.01 For approval of an interim permit:

- There **must** be a valid license of the same series issued to the current location you are applying for **OR**
- A Hotel/Motel license is being replaced with a restaurant license pursuant to A.R.S. § 4-203.01 (A)

1. Enter license number currently at the location: _____

2. Is the license currently in use? ☐ Yes ☐ No If no, how long has it been out of use? _____

I, (Signature) _____ declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING PERSON on the stated license and location.

Attach a copy of the license currently issued at this location to this application.

NOTARY

State of Arizona)
County of _____)

On this _____ Day of _____, 20____ before me personally appeared _____
Day Month Year (Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.

Signature of NOTARY PUBLIC

(Affix Seal Above)

SECTION 7 Probate, Receiver, Bankruptcy Trustee, Assignment, or Divorce Decree of an existing liquor license ARS § 4-204

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD ALONG WITH \$22. PROCESSING FEE PER CARD.

1. Current Licensee's Name: _____
(Exactly as it appears on the license)

2. Assignee's Name: _____
Last First Middle

License Number: _____
Last First Middle

ATTACH A COPY OF THE DOCUMENT THAT SPECIFICALLY ASSIGNS THE LIQUOR LICENSE TO THE ASSIGNEE.



OK Per
CB. gr 8/18/17
lynne ray <ray.brangus@gmail.com>

Sherry lynne ray

4 messages

lynne ray <ray.brangus@gmail.com>
To: rhonda@azlic.com

Thu, Aug 17, 2017 at 11:43 AM

Hi Rhonda,

My name with corp commission is sherry lynne ray. Do I need to send u documentation or is this email ok?

Thx lynne ray

Sent from my iPhone

Sherry Lynne Ray

Rhonda <rhonda@azlic.com>
To: lynne ray <ray.brangus@gmail.com>

Thu, Aug 17, 2017 at 12:51 PM

Hello,

I will find out if this letter works. In the meantime, DLLC is requiring that an amendment be filed to fix your name.

Rhonda

Rhonda Rodriguez
Licensing Specialist

Arizona Liquor Industry Consultants
1811 S. Alma School Road, Suite 268
Mesa, Arizona 85210
www.AZLic.com
Office: (480) 730-2675
Fax: (480) 730-2676
[Quoted text hidden]

lynne ray <ray.brangus@gmail.com>
To: Rhonda <rhonda@azlic.com>

Thu, Aug 17, 2017 at 1:14 PM

I had done that a few months ago (more than 8 months) because they had rejected my signature without the Sherry! I've asked our corporate lawyer for help. I am Sherry Lynne Ray but do everything by Lynne Ray. It gets confusing. Thank you for the help!

Sherry Lynne Ray
Lynne Ray

Sent from my iPhone
[Quoted text hidden]

Sherry Lynne Ray

Rhonda <rhonda@azlic.com>
To: lynne ray <ray.brangus@gmail.com>

Thu, Aug 17, 2017 at 1:51 PM

17 AUG 18 1:47 PM 3:50

SECTION 8 Government (for Cities, Towns or Counties only)

1. Government Entity: _____

2. Person/Designee: _____
Last First Middle Daytime Contact Phone #

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 9 ☐ **Person to Person - Current Licensee Information ARS§4-203(C), (D), (G)**
(Bar and Liquor Stores only - Series 06, 07 and 09)

1. License #: _____

2. Current Agent Name: _____
Last First Middle

3. Current Licensee Name: _____
(Exactly as it appears on the license)

4. Current Business Name: _____
(Exactly as it appears on the license)

5. Current Daytime Phone: _____ Primary Email Address: _____

6. Does current licensee intend to operate the business while this application is pending? ☐ Yes ☐ No

7. I authorize the transfer of this license to the applicant: _____
Signature or Agent or Individual controlling person

NOTARY

State of Arizona)
County of _____)

On this _____ Day of _____, 20____ before me personally appeared _____
Day Month Year (Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.

Signature of NOTARY PUBLIC

(Affix Seal Above)

SECTION 10 Proximity to Church or School - Questions to be completed by 6, 7, 9, 10 and 12G applicants.

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) Restaurants that do not sell growlers (A.R.S. §4-205.02) Series 12
- b) Hotel/motel license (A.R.S. §4-205.01) Series 11
- c) Microbrewery (A.R.S. §4-205.08) Series 3
- d) Craft Distillery (A.R.S. §4-205.10) Series 18

- e) Government license (A.R.S. §4-205.03) Series 5
- f) Playing area of a golf course (A.R.S. §4-207 (B)(5))
- g) Wholesaler/Distributor Series 4
- h) Farm Winery Series 13
- i) Producer Series 1

1. Distance to nearest School: 1.3 mi Name of School: San Simon School
(If less than one (1) mile note footage) Address: 2226 I-10 BL San Simon Az 85632
2. Distance to nearest Church: 40.3 mi Name of Church: The Church of Jesus Christ of Lds
(If less than one (1) mile note footage) Address: 900 Encanto St Wilcox Az 85644

SECTION 11 Business Financials A.R.S. §4-202(F)

1. I am the:

- ☐ Tenant: a person who holds the lease of a property; a lessee.
☐ Sub-tenant: a person who holds a lease which was given to another person (tenant) for all or part of a property.
☒ Owner
☐ Purchaser
☐ Management Company

2. If the premises is leased give lessors: Name: _____
Address: _____
Street City State Zip

3. What is the penalty if the lease is not fulfilled? \$ _____ or Other: _____

4. Total money borrowed for the Business not including lease? \$ 1.6 Million

Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip
Bank 34			1.6 Million	14850 N Scottsdale Rd #100	Scottsdale	AZ	85254

(Attach additional sheet if necessary)

5. Has a license or a transfer license for the premises on this application been denied by the state within the past year?

☐ Yes ☒ No If yes, attach explanation.

6. Does any spirituous liquor manufacture, wholesaler, or employee have an interest in your business?

☐ Yes ☒ No If yes, attach explanation.

SECTION 12 Diagram of Premises

Check ALL boxes that apply to your business:

☐ Walk-up or drive-through windows

Patio: ☐ Contiguous ☐ Non-Contiguous within 30 feet

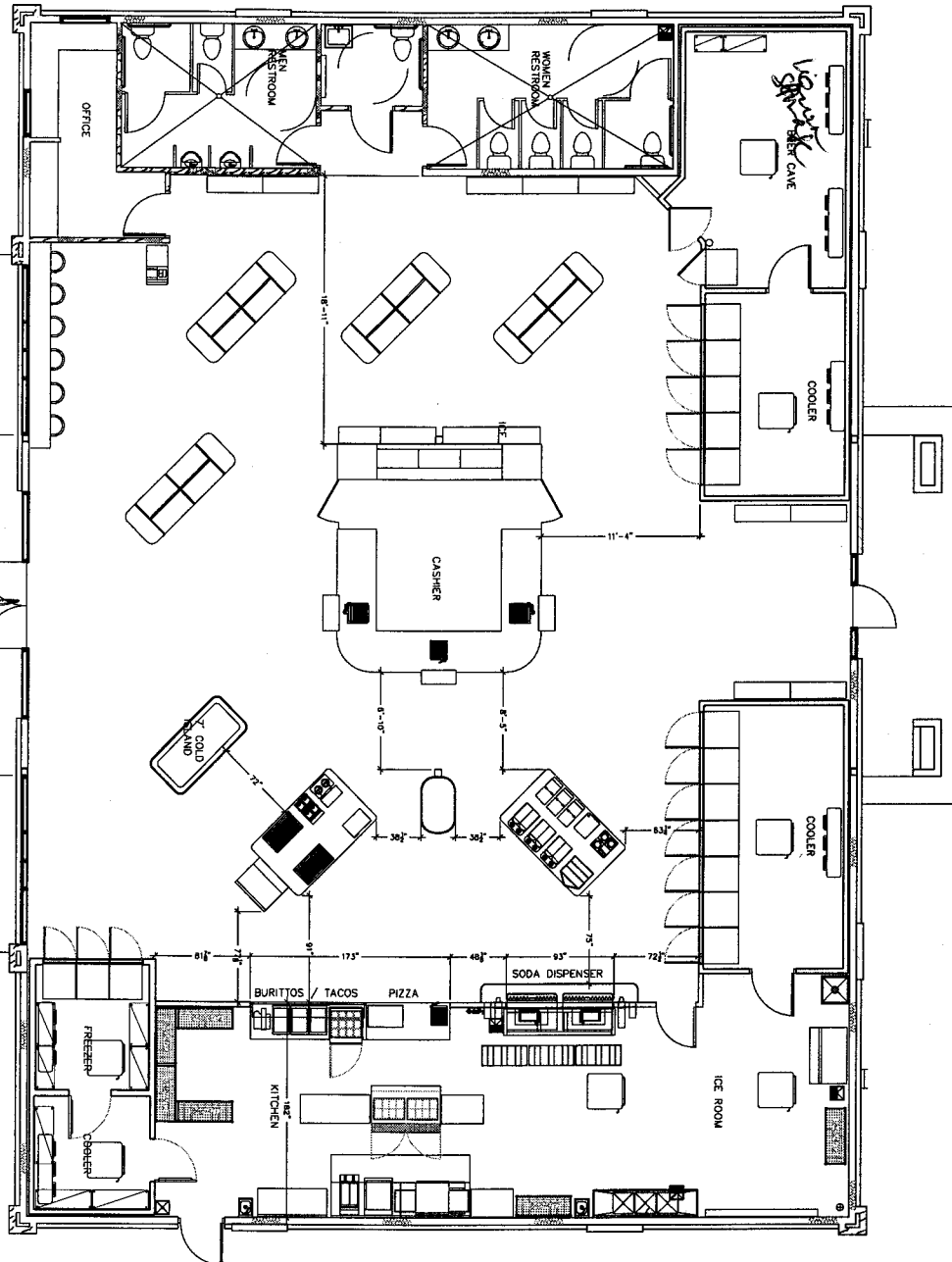
1. Is your licensed premises now closed due to construction, renovation or redesign or rebuild?

☒ Yes ☐ No If yes, what is your estimated completion date? 9 / 15 / 17

Please attach a diagram of the premises which clearly show only the areas where spirituous liquor will be sold, served, consumed, dispensed, possessed or stored. Include all entrances, exits, interior walls, bar areas, dining areas, dance floor, stage, game room and the kitchen. **DO NOT INCLUDE** parking lots, living quarters or areas where business is not conducted under this liquor license. When completing your premises diagram, please identify which orientation is North.

FLOOR PLAN:
SCALE 1/4" = 1'

Entrance Exit
5000 Sq. Ft.



FOOD STORE SOLUTIONS 11445 E. Via Linda, Suite 2362 Scottsdale, Az. 85259 Tel: (602) 538-2941 Fax: (480) 659-9507		THE DESIGN AND CONCEPTS REPRESENTED BY THIS PRINT AND ACCOMPANYING DOCUMENTS ARE THE SOLE PROPERTY OF FOOD STORE SOLUTIONS AND MAY NOT BE USED, COPIED OR REPRODUCED WITHOUT PRIOR WRITTEN CONSENT.
Project No. RR Date 11-12-16 AS NOTED	San Simon Floor Plan K-2	FOOD STORE SOLUTIONS

2. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed areas such as parking lots, living quarters, etc.

3. 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 the service areas or the square footage of the licensed premises, either by increase or decrease.

M D M
Applicants Initials

RESTAURANTS AND HOTELS/MOTELS ONLY

(IMPORTANT NOTE: A site inspection must be conducted prior to activation of the license. The fee of \$50.00 will be due and payable upon submitting this application.)

4a. Provide a detailed drawing of the kitchen and dining areas, including the locations of all kitchen equipment and dining furniture, these are required as part of the diagram. A.R.S. §4-205.02(C)

4b. Provide a restaurant operation plan.

SECTION 13 SIGNATURE BLOCK

I, (Signature) [Signature], hereby declare that I am the Owner/Agent filing this application, I have read this document and verify the content and all statements are true, correct and complete, to the best of my knowledge.

NOTARY

State of Arizona)

County of Maricopa)

On this 7th Day of August, 2017 before me personally appeared Morris Duane Mennenga
Day Month Year (Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.



OFFICIAL SEAL
MIRANDA BUSTAMANTE
Notary Public - Arizona
MARICOPA COUNTY
My Commission Expires
MARCH 10, 2020

[Signature]

Signature of NOTARY PUBLIC

A.R.S. §41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE
A.R.S. §4-202, 4-210
Type or Print with Black Ink

804,489
P1040987

The fees allowed by A.R.S. §4-6852 will be charged for all dishonored checks.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

Attention applicant: This is a sworn document. Type or print in **black ink**. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or the subsequent revocation of a license or permit.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A FINGERPRINT CARD. FINGERPRINTS ON FBI APPROVED CARDS ARE ACCEPTED FROM THE DEPARTMENT OF LIQUOR, LAW ENFORCEMENT AGENCIES, OR A BONA FIDE FINGERPRINT SERVICE. FINGERPRINT FEES WILL VARY. IN ADDITION TO THE FINGERPRINT FEE OF \$13 CHARGED BY THE DEPARTMENT OF LIQUOR, A \$22.00 ARIZONA DEPARTMENT OF PUBLIC SAFETY BACKGROUND CHECK FEE PER FINGERPRINT CARD WILL ALSO BE CHARGED.

Liquor License#:

10023175

(If the location is currently licensed)

1. Check the Appropriate Box →

☒ Controlling Person (complete all questions)	☒ Agent (complete all questions except #12)	☐ Manager (complete all questions except #12)
--	--	---

2. Name: Mennenga Morris Duane Birth Date: / /
Last First Middle (NOT a public record)

3. Social Security #: Driver License#: State: AZ
(NOT a public record)

4. Place of birth: Urbana Ill. USA Height: 72" Weight: 240 Eyes: Blue Hair: Brown
City State COUNTRY (not county)

5. Name of current/most recent spouse: Mennenga Nancy Kay Craig Birth Date: / /
Last First Middle Maiden (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: May 1975
A.R.S. §4-202(A) and (C)

7. Daytime telephone number: 520 560 1010 E-mail address: morris1999@gmail.com

8. Business Name: 9 Acre Travel Complex Business Phone: Pending

9. Business Location Address: 2500 W. Business I-10 San Simon AZ Cochise 85632
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, student list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
8-2008	CURRENT	Owner Convenience Store-Gas	Coolidge Fuel, LLC 295 S. Arizona Blvd. Coolidge AZ. 85128

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Indicate your residence address for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address	City	State	Zip
8-2013	CURRENT	Own	56 N. Agua Fria Ln.	Casa Grande	AZ	85194
7-2012	8-2013	Rent	3563 S. Washington Str.	Chandler	AZ	85286

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. ☒ Yes ☐ No
13. Have you attended a DLLC-approved Liquor Law Training Course within the past 3 years?
(Must provide the DLLC-approved certificate of completion issued by a course provider.) ☒ Yes ☐ No
14. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? (For traffic violations, include only those that are alcohol and/or drug related.) A.R.S. §4-202 ☐ Yes ☒ No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses pending against you? Include only criminal traffic tickets and complaints. A.R.S. §4-202, 4-210 ☐ Yes ☒ No
16. Has anyone EVER obtained a judgement against you, the subject of which involved fraud or misrepresentation. ☐ Yes ☒ No
17. Have you had a liquor application or license rejected, denied, revoked, suspended or fined in Arizona in?
A.R.S. §4-202(D) ☒ Yes ☐ No

If you answered "YES" to any Question 14 through 17 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO THIS APPLICATION MAY NOT BE ACCEPTED

Signature Block

I, (Print Full Name) Morris Duane Mennenga, hereby declare that I am a **CONTROLLING PERSON/AGENT/ PREMISES MANAGER** filing this notification. I have read this document and the contents and all statements are true, correct and complete.

SIGNATURE: [Signature]

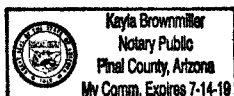
NOTARY

State of Arizona

County of Pinal

On this 4th Day of August, 20 17 before me personally appeared Morris Mennenga
Day Month Year (Print Name of Document Signer)

whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.



(Affix Seal Above)

[Signature]
Signature of NOTARY PUBLIC

SIGNATURE FOR CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

I, (Print Full Name) _____, hereby authorize the person named on this questionnaire to act as manager for the named liquor license.

SIGNATURE: _____

#1017

Discovery Market #10113170 paid a \$200.00 fine in September 2011 for a name change requirement.

In November 2011 a fine of \$750.00 was paid for failure to request ID from an underage buyer and selling, giving and furnishing an underage person with alcohol.

Discovery Market 10113264

In August 2015 paid a fine for accepting unauthorized forms of ID and selling, giving and furnishing an underage person with alcohol.

I have been listed on the following locations

Coolidge Fuel/Discover Markets 10113170

Discover Markets 10113215

Arizona City Market 10113173.

Pinal Chevron

5 Points Chevron

Discover Market 10113264

Morris Mennenga



17 AUG 18 11:47 AM 350



State of Arizona
Department of Liquor Licenses and Control
800 W. Washington 5th Floor
Phoenix, AZ 85007
(602) 542-5141

17 AUG 18 11:14 PM 3:50

**ARIZONA STATEMENT OF CITIZENSHIP
OR ALIEN STATUS FOR STATE PUBLIC BENEFITS**

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

INDIVIDUAL OWNER/AGENT NAME (Print or type) Morris Duane Mennenga

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? ☐ Yes ☐ No

If **Yes**, indicate place of birth:

City Urbana State (or equivalent) Ill. Country or Territory USA

If you answered **Yes**, 1) Attach a legible copy of a document from the attached list.

2) Name of document: AZ Drivers License
Go to Section IV.

If you answered **No**, you must complete Section III and IV.

SECTION III – ALIEN STATUS DECLARATION

To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

Drivers License

Name of document provided

Qualified Alien Status (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))

- ☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- ☐ 2. An alien who is granted asylum under Section 208 of the INA.
- ☐ 3. A refugee admitted to the United States under Section 207 of the INA.
- ☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- ☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- ☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- ☐ 7. An alien who is a Cuban/Haitian entrant.
- ☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States.

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

- ☐ 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

- ☐ 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C § 1621(c)(2)(A) and (C))

- ☐ 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- ☐ 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *et seq.*];
- ☐ 13. A foreign national not physically present in the United States.

Otherwise Lawfully Present

- ☐ 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

SECTION IV - DECLARATION

All applicants must complete this section.

I declare under penalty of perjury under the laws of the state of Arizona that the answers and evidence I have given are true and correct to the best of my knowledge.

Morris Duane Mennenga

Individual Owner/Agent Printed Name

8/4/2017

Today's Date


Individual Owner/Agent Signature

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

Arizona DRIVER LICENSE USA

NOT FOR FEDERAL IDENTIFICATION

CLASS D
END NONE
REST NONE

4d DLN [REDACTED]
3 DOB [REDACTED]

1 MENNENGA
2 MORRIS DUANE
3 56 N AGUA FRIA LN
CASA GRANDE, AZ 85194-3841

4b EXP 05/10/2021 4a ISS 05/16/2016
15 SEX M 18 EYES BLU VETERAN
16 HGT 6'-00" 19 HAIR BRO
17 WGT 240 lb

5 DD 1656C0920M1038M1

*17 AUG 18 Lir. Lic PM 3:51

Certificate # _____

Certificate of Completion
For
Title 4 **BASIC** Liquor Law Training

☐ On-sale
☐ Off-sale
☒ On- and off-sale

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

MORRIS MENDEZ
Full Name (please print)

[Signature]
Signature

01-06-2015 * 7912 * 01-06-2018
Training Completion Date Certificate Expiration Date
(three years from completion date)

Training Provider Information

Arizona Liquor Industry Consultants

Company Name

P.O. Box 2502, Chandler AZ 85224-2502

Mailing Address
(480) 730-2675

Daytime Contact Phone Number

I, Brian Andersen,
Instructor Name (please print) certify that the above named individual did successfully complete

Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

[Signature]
Instructor Signature

01/06/2015
Mo Day Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)
Conveyance (series 8)
Restaurant (series 12)

Government (series 5)
Liquor Store (series 9)
In-state Farm Winery (series 13)

Bar (series 6)
Private Club (series 14)

Beer & Wine Bar (series 7)
Hotel/Motel w/restaurant (series 11)
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

17 AUG 18 14.14 PM 3:50

Certificate # _____

Certificate of Completion
For
Title 4 **MANAGEMENT** Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the certificate is signed by the course participant.

Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

M. RISTONE Eng

Full Name (please print)

[Signature]

Signature

1-20-2018 1-20-2018

Training Completion Date Certificate Expiration Date
(three years from completion date)

Training Provider Information

Arizona Liquor Industry Consultants

Company Name

P.O. Box 2502, Chandler, AZ 85210

Mailing Address

(480) 730-2675

Daytime Contact Phone Number

17 AUG 18 Liqu. Lic. PM 3:50

I, Brian Andersen, certify that the above named individual did successfully complete
Instructor Name (please print)

Title 4 MANAGEMENT Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.) R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

[Signature]
Instructor Signature

1/20/2018
Mo Day Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)
Conveyance (series 8)
Restaurant (series 12)

Government (series 5)
Liquor Store (series 9)
In-state Farm Winery (series 13)

Bar (series 6)
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The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE
A.R.S. §4-202, 4-210
Type or Print with Black Ink

804,489 J

The fees allowed by A.R.S. §4-6852 will be charged for all dishonored checks.

P1065152

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

Attention applicant: This is a sworn document. Type or print in **black ink**. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or the subsequent revocation of a license or permit.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A FINGERPRINT CARD. FINGERPRINTS ON FBI APPROVED CARDS ARE ACCEPTED FROM THE DEPARTMENT OF LIQUOR, LAW ENFORCEMENT AGENCIES, OR A BONA FIDE FINGERPRINT SERVICE. FINGERPRINT FEES WILL VARY. IN ADDITION TO THE FINGERPRINT FEE OF \$13 CHARGED BY THE DEPARTMENT OF LIQUOR, A \$22.00 ARIZONA DEPARTMENT OF PUBLIC SAFETY BACKGROUND CHECK FEE PER FINGERPRINT CARD WILL ALSO BE CHARGED.

1. Check the Appropriate Box →

Liquor License#: 10023175
(If the location is currently licensed)

☒ Controlling Person (complete all questions)	☐ Agent (complete all questions except #12)	☐ Manager (complete all questions except #12)
--	---	---

2. Name: Mennenga Nancy Kay Birth Date: _____
Last First Middle (NOT a public record)

3. Social Security #: _____ Driver License#: _____ State: AZ
(NOT a public record)

4. Place of birth: Rockford Ill. USA Height: 63" Weight: 140 Eyes: Grn. Hair: Brown
City State COUNTRY (not county)

5. Name of current/most recent spouse: Mennenga Morris Duane Birth Date: _____
Last First Middle Maiden (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: May 1975
A.R.S. §4-202(A) and (C)

7. Daytime telephone number: 520 414 3890 E-mail address: nancym1999@gmail.com

8. Business Name: 9 Acre Travel Complex Business Phone: Pending

9. Business Location Address: 2500 W. Business I-10 San Simon AZ Cochise 85632
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, student list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
8-2008	CURRENT	Owner Convenience Store-Gas	Coolidge Fuel, LLC 295 S. Arizona Blvd. Coolidge AZ. 85128

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Indicate your residence address for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address	City	State	Zip
8-2013	CURRENT	Own	56 N. Agua Fria Ln.	Casa Grande	AZ	85194
7-2012	8-2013	Rent	3563 S. Washington Str.	Chandler	AZ	85286

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14.

☒ Yes ☒ No

13. Have you attended a DLLC-approved Liquor Law Training Course within the past 3 years?
(Must provide the DLLC-approved certificate of completion issued by a course provider.)

☒ Yes ☒ No

14. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? (For traffic violations, include only those that are alcohol and/or drug related.) A.R.S. §4-202

☐ Yes ☒ No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses pending against you? Include only criminal traffic tickets and complaints. A.R.S. §4-202, 4-210

☐ Yes ☒ No

16. Has anyone EVER obtained a judgement against you, the subject of which involved fraud or misrepresentation.

☐ Yes ☒ No

17. Have you had a liquor application or license rejected, denied, revoked, suspended or fined in Arizona in?
A.R.S. §4-202(D)

☒ Yes ☒ No

If you answered "YES" to any Question 14 through 17 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO THIS APPLICATION MAY NOT BE ACCEPTED

Signature Block

I, (Print Full Name) Nancy Kay Mennenga, hereby declare that I am a **CONTROLLING PERSON/AGENT/ PREMISES MANAGER** filing this notification. I have read this document and the contents and all statements are true, correct and complete.

SIGNATURE: Nancy Kay Mennenga

NOTARY

State of Arizona }

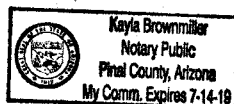
County of Pinal }

On this 4th Day of August, 20 17

before me personally appeared Nancy Mennenga

(Print Name of Document Signer)

whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.



(Affix Seal Above)

Kayla Brown Miller
Signature of NOTARY PUBLIC

SIGNATURE FOR CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

I, (Print Full Name) _____, hereby authorize the person named on this questionnaire to act as manager for the named liquor license.

SIGNATURE: _____

#1017

Discovery Market #10113170 paid a \$200.00 fine in September 2011 for a name change requirement.

In November 2011 a fine of \$750.00 was paid for failure to request ID from an underage buyer and selling, giving and furnishing an underage person with alcohol.

Discovery Market 10113264

In August 2015 paid a fine for accepting unauthorized forms of ID and selling, giving and furnishing an underage person with alcohol.

Nancy Mennenga

A handwritten signature in cursive script that reads "Nancy Mennenga". The signature is written in black ink and is positioned below the printed name.



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE
A.R.S. §4-202, 4-210
Type or Print with Black Ink

804,489 *[Signature]*

The fees allowed by A.R.S. §4-6852 will be charged for all dishonored checks.

P1078813

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

Attention applicant: This is a sworn document. Type or print in **black ink**. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or the subsequent revocation of a license or permit.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A FINGERPRINT CARD. FINGERPRINTS ON FBI APPROVED CARDS ARE ACCEPTED FROM THE DEPARTMENT OF LIQUOR, LAW ENFORCEMENT AGENCIES, OR A BONA FIDE FINGERPRINT SERVICE. FINGERPRINT FEES WILL VARY. IN ADDITION TO THE FINGERPRINT FEE OF \$13 CHARGED BY THE DEPARTMENT OF LIQUOR, A \$22.00 ARIZONA DEPARTMENT OF PUBLIC SAFETY BACKGROUND CHECK FEE PER FINGERPRINT CARD WILL ALSO BE CHARGED.

Liquor License#: 100 23175

(If the location is currently licensed)

1. Check the Appropriate Box

☒ Controlling Person (complete all questions)

☐ Agent

☐ Manager

(complete all questions except #12)

2. Name: Ray Sherry Lynne Birth Date: _____
Last First Middle (NOT a public record)

3. Social Security #: _____ (NOT a public record) Driver License #: _____ State: AZ

4. Place of birth: Safford AZ USA Height: 5'3 Weight: 135 Eyes: Blue Hair: Bl
City State COUNTRY (not county)

5. Name of current/most recent spouse: Ray Gerald Shelby Birth Date: _____
Last First Middle Maiden (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: Birth 1953
A.R.S. §4-202(A) and (C)

7. Daytime telephone number: 520-507-3981 E-mail address: ray.branagus@gmail.com

8. Business Name: 9 Acre Travel Complex Business Phone: 520-507-3981

9. Business Location Address: 2500 W Business I-10 San Simon AZ Cochise 85632
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, student list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
12/07	CURRENT	Manager Ray Branagus & Livestock Cattle Ranch	Ray Branagus & Livestock 4566 N Indian Springs Rd San Simon, AZ 85632 520-845-4488

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Indicate your residence address for the last five (5) years: A.R.S. §4-202(D) 4566 N Indian Springs Rd San Simon, AZ 85632

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address	City	State	Zip
4/2010	CURRENT	Own	4566 N Indian Springs Rd	San Simon	AZ	85632
12/07	4/2010	Own	575 W Cerro Rd	San Simon	AZ	85632
10/71	12/2007	"	2086 N Riley Rd	San Simon	AZ	85632

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. ☒ Yes ☐ No
13. Have you attended a DLLC-approved Liquor Law Training Course within the past 3 years?
(Must provide the DLLC-approved certificate of completion issued by a course provider.) ☐ Yes ☒ No
14. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? (For traffic violations, include only those that are alcohol and/or drug related.) A.R.S. §4-202 ☐ Yes ☒ No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses pending against you? Include only criminal traffic tickets and complaints. A.R.S. §4-202, 4-210 ☐ Yes ☒ No
16. Has anyone EVER obtained a judgement against you, the subject of which involved fraud or misrepresentation. ☐ Yes ☒ No
17. Have you had a liquor application or license rejected, denied, revoked, suspended or fined in Arizona in?
A.R.S. §4-202(D) ☐ Yes ☒ No

If you answered "YES" to any Question 14 through 17 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO THIS APPLICATION MAY NOT BE ACCEPTED

Signature Block

I, (Print Full Name) Sherry Lynne Ray, hereby declare that I am a **CONTROLLING PERSON/AGENT/ PREMISES MANAGER** filing this notification. I have read this document and the contents and all statements are true, correct and complete.

SIGNATURE: Sherry Ray

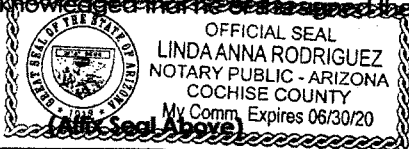
NOTARY

State of Arizona

County of Cochise

On this 3rd Day of August, 20 17 before me personally appeared Sherry Lynne Ray
Day Month Year (Print Name of Document Signer)

whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledge that he or she signed the above/attached document.



Linda Anna Rodriguez
Signature of NOTARY PUBLIC

SIGNATURE FOR CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

I, (Print Full Name) _____, hereby authorize the person named on this questionnaire to act as manager for the named liquor license.

SIGNATURE: _____

17 AUG 18 Lique. Lic. PM 3 51



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE
A.R.S. §4-202, 4-210
Type or Print with **Black Ink**

804,489

The fees allowed by A.R.S. §4-6852 will be charged for all dishonored checks.

P1078814

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

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Liquor License#:

10023175

(If the location is currently licensed)

1. Check the
Appropriate
Box



Controlling Person



Agent

(complete all questions)



Manager

(complete all questions except #12)

2. Name:

Ray

Gerald

Shelby

Birth Date:

(NOT a public record)

3. Social Security #:

(NOT a public record)

Driver License#:

State: AZ

4. Place of birth:

Council Idaho

COUNTRY (not county)

Height:

6'0"

Weight:

175

Eyes:

Br

Hair:

Gw

5. Name of current/most recent spouse:

Ray

Sherry

Lyne (Barnes)

Birth Date:

(NOT a public record)

6. Are you a bona fide resident of Arizona?



Yes



No

If yes, what is your date of residency:

life 1997

7. Daytime telephone number:

520-507-1025

E-mail address:

ray.braunus@gmail

8. Business Name:

9acre travel complex

Business Phone

Pending

9. Business Location Address:

2500 W Business 110

San Simon

AZ

Cochise

85632

Street (do not use PO Box)

City

State

County

Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, student list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
4-15-06	CURRENT	Ranch owner/operator	SELF - Ray Braunus & Livestock 4566 N. Indian Spring Rd. San Simon AZ 85632

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Indicate your residence address for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address	City	State	Zip
4/2010	CURRENT	OWN	4506 N. Indian Spring Rd	San Simon	Ariz	85632
12/2007	4/2010	OWN	575 W Celero Rd	San Simon	Ariz	85632
10/1971	12/2007	OWN	2086 N Riley Rd	San Simon	Ariz	85632

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. ☒ Yes ☐ No
13. Have you attended a DLLC-approved Liquor Law Training Course within the past 3 years?
(Must provide the DLLC-approved certificate of completion issued by a course provider.) ☐ Yes ☒ No
14. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance,
regardless of the disposition, even if dismissed or expunged, within the past five (5) years? (For traffic
violations, include only those that are alcohol and/or drug related.) A.R.S. §4-202 ☐ Yes ☒ No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or
summonses pending against you? Include only criminal traffic tickets and complaints. A.R.S. §4-202, 4-210 ☐ Yes ☒ No
16. Has anyone EVER obtained a judgement against you, the subject of which involved fraud or
misrepresentation. ☐ Yes ☒ No
17. Have you had a liquor application or license rejected, denied, revoked, suspended or fined in Arizona in?
A.R.S. §4-202(D) ☐ Yes ☒ No

If you answered "YES" to any Question 14 through 17 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO THIS APPLICATION MAY NOT BE ACCEPTED

Signature Block

I, (Print Full Name) Gerald Shelby Ray, hereby declare that I am a **CONTROLLING PERSON/AGENT/ PREMISES**
MANAGER filing this notification. I have read this document and the contents and all statements are true, correct and complete.

SIGNATURE: Shelby Ray

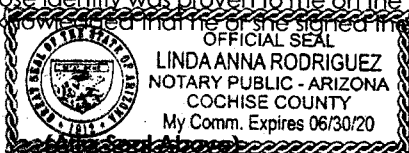
NOTARY

State of Arizona

County of Cochise }

On this 3rd Day of August, 20 17 before me personally appeared Gerald Shelby Ray
Day Month Year (Print Name of Document Signer)

whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and
acknowledged that he or she signed the above/attached document.



Linda Anna Rodriguez
Signature of NOTARY PUBLIC

SIGNATURE FOR CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

I, (Print Full Name) _____, hereby authorize the person named on this questionnaire to act as
manager for the named liquor license.

SIGNATURE: _____



STATE OF ARIZONA
DEPARTMENT OF LIQUOR LICENSES AND CONTROL

Douglas A. Ducey
GOVERNOR

August 18, 2017

John Cocca
DIRECTOR

Morris D. Mennenga
9 Acre Travel Complex
P.O. Box 14769
San Simon, AZ 85632

Re: Application No. 10023175

Mr. Mennenga:

The following information is required to continue processing your application:

Proof of required Liquor Law Training for persons involved in the day to day operations of the business per substantive policy as outlined below.

- **Completion of the Liquor Law Training Courses is required prior to issuance of a license. Such training must have been completed within the last three years.**
- **The person(s) required to attend both the Basic Liquor Training and Management Training, (either on sale or off sale), will include the following: owner(s), licensee/agent or manager(s) who are actively involved in the day to day operations of the business.**
- **Before acceptance of a Managers Questionnaire and/or Agent Change for an existing license, proof of attendance for the Basic Liquor Law and Management Training (either on sale or off sale) will be required.**

If you have any questions, please contact me at (602) 542-9060.

Thank you,

Jenaka Wagner
Customer Service Representative

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Morris Duane Mennenga Address: P.O. Box 14769
Business Name: 9 Acre Travel Complex, LLC City/Zip: San Simon, 85632
Liquor License #: 10023175 Parcel #: 303-05-001E
Ownership Type: Limited Liability Co. Liquor License x ☒ Special Event Liquor License ☐
Partner(s): _____

TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

1. 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 Cochise County Sheriff's Office has not received any calls for service at the above location in the last 5 years.

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

Approval



Disapproval



No Recommendation



Name: Richard Morales

Signature: _____

Contact phone: (520) 586-8152

Title: Lieutenant, North Region

Date: 09-14-17

Email: Rdmorales@cochise.az.gov

Return completed form with any attachments by:

9-1-17

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: Morris Duane Mennenga Address: P.O. Box 14769
Business Name: 9 Acre Travel Complex, LLC City/Zip: 85632
Liquor License #: 10023175 Parcel #: 303-05-001E
Ownership Type: Limited Liability Co. Liquor License x Special Event Liquor License ☐
Partner(s): _____

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 area 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: 01/05/2017

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

Zoning: GB (General Business)

Permit#: 16-001097

Use Permitted: Convenience Store and Gas Station

Year LNC Established: N/A

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

Name: Dora V Flores

Title: Zoning Administrator

Signature: Dora V Flores

Date: August 31, 2017

Contact phone: 520.432.9300

Email: dflores@cochise.az.gov

Return completed form with any attachments by:

August 31, 2017

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Morris Duane Mennenga Address: P.O. Box 14769
Business Name: 9 Acre Travel Complex, LLC City/Zip: San Simon, 85632
Liquor License #: 10023175 Parcel #: 303-05-001E
Ownership Type: Limited Liability Co. Liquor License x ☐ Special Event Liquor License ☐
Partner(s): _____

TO BE COMPLETED BY THE TREASURER'S OFFICE

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

XXX ☐ Yes ☐ No

If not, please attach pertinent documentation.

Comments:

TAXES ARE PAID IN FULL FOR THE 2016 TAX YEAR.

Name: KATHLEEN WILSON Title: TAX SPECIALIST 1
Signature: KATHLEEN WILSON Date: 8/25/2017
Contact phone: 520-432-8404 EMAIL: KWILSON@COCHISE.AZ.GOV

Return completed form with any attachments by: 9-1-17

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Morris Duane Mennenga Address: P.O. Box 14769
Business Name: 9 Acre Travel Complex, LLC City/Zip: San Simon, 85632
Liquor License #: 10023175 Parcel #: 303-05-001E
Ownership Type: Limited Liability Co. Liquor License x Special Event Liquor License ☐
Partner(s): _____

TO BE COMPLETED BY THE ENVIRONMENTAL HEALTH DEPARTMENT

We would like to request your assistance in reviewing the attached application.

Please provide any pertinent information for the Board's consideration:

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.

X The Health Department is currently working with the property owner on health-related issues with the subject property.

Name: Michael McGee Title: Environmental Health Director
Signature: *Michael McGee* Date: 8/28/17
Contact phone: X8206 Email: mmcgee@cochise.az.gov

Return completed form with any attachments by: 9-1-17



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: 8/31/17 Date of Posting Removal: 9/21/17

Applicant's Name: Mennenga Morris Duane
Last First Middle

Business Address: 2500 West Business I-10 San Simon 85632
Street City Zip

License #: 10023175

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.

Charles R. Cooper Code Compliance 520-432 9270
Print Name of City/County Official Title Phone Number

Chas R Cooper 9-21-17
Signature Date Signed

Return this affidavit with your recommendations (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.

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: Thursday, August 31st, 2017

HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE

Cochise County Board of Supervisors
PLACE 1415 Broadway Ln. Bldg 6 & DATE/TIME Tuesday, September 19th, 2017
HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: 520-432-9200

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION. CONTACT THE STATE LIQUOR BOARD

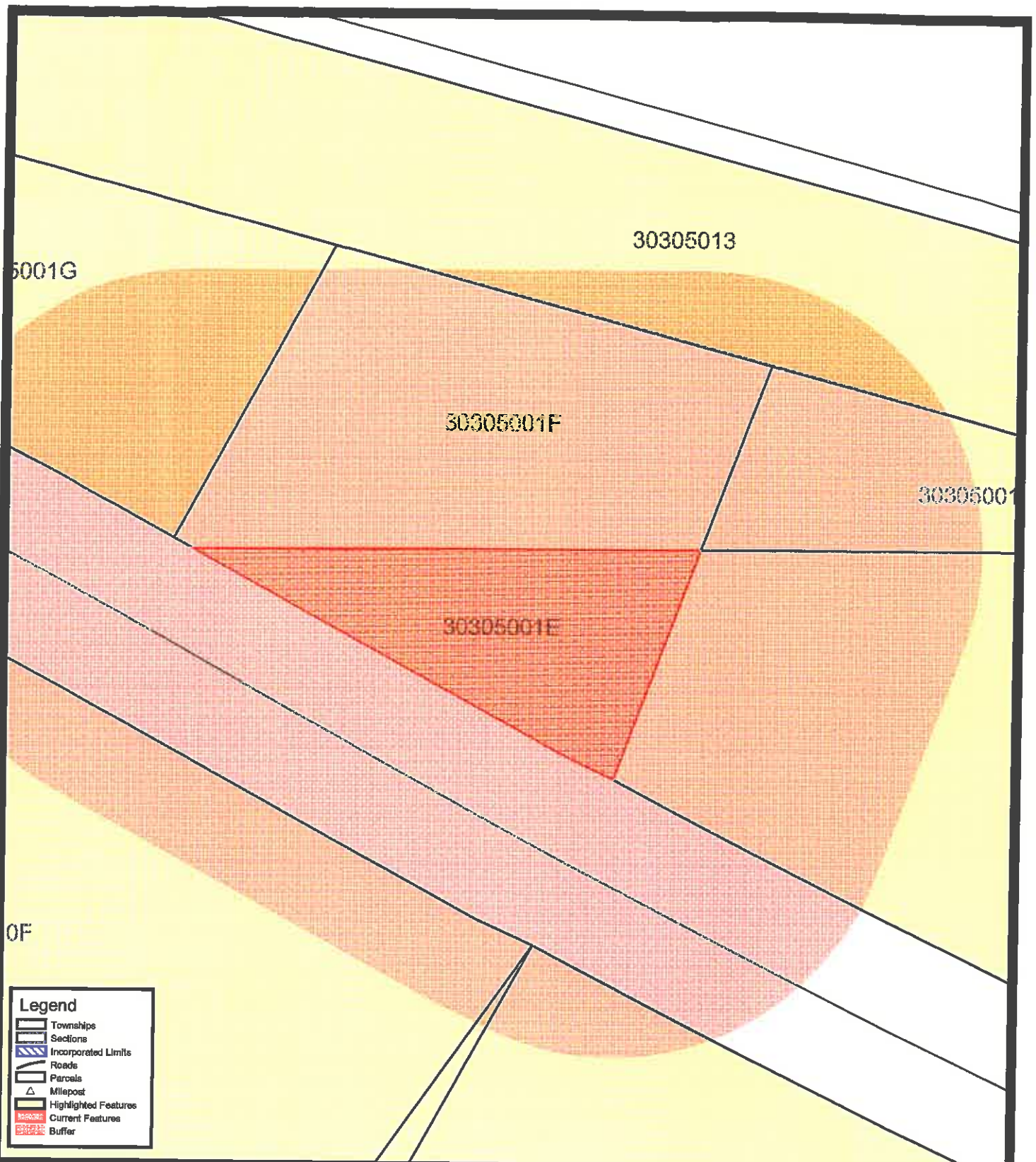
800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ 80067 (800) 854-5770

FOR A LIST OF LOCAL GOVERNING BODIES, VISIT www.az.gov

FOR A LIST OF LOCAL GOVERNING BODIES, VISIT www.az.gov

Form with fields for Name, Address, City, State, Zip, and other information. The form is partially filled out with handwritten text.

08/31/2017



303-05-001E Liquor License Review 9 Acre Travel Complex

This map is a product of the
Cochise County GIS
Information Technology Dept.



0' 1" = 148'

Regular Board of Supervisors Meeting

Meeting Date: 09/26/2017

High Intensity Drug Trafficking Area (HIDTA) Grant

Submitted By: Sean Gijanto, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 2
Submitted for Signature:

NAME Sean Gijanto
of PRESENTER:

TITLE Lieutenant
of PRESENTER:

Mandated Function?: Federal or State Mandate

Source of Mandate ARS 11-441
or Basis for Support?:

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 grant agreement HT-17-2727 with the Southwest Border Arizona Region High Intensity Drug Trafficking Area (HIDTA) for the Sheriff's Office to participate in the Southern Arizona Major Investigative Team (SAMIT) in the amount of \$157,700 for salaries, partial fringe benefits (ERE), and supplies effective January 1, 2017 through December 31, 2018.

Background:

The Sheriff's Office has a contract (re-occurring) for funding of personnel by the Southwest Border Arizona Region High Intensity Drug Trafficking Area (HIDTA), Southern Arizona Major Investigative Team (SAMIT). This grant is a funding source the Cochise County Sheriff's Office has applied for, and has been approved to utilize as a source of funding for salaries, partial fringe benefits (ERE), and to purchase supplies for two deputies assigned to work in the HIDTA drug task force. This task force works under the guidance of a local Drug Enforcement Agency (DEA) Office. Their mission is to combat illegal drug use, sells and smuggling occurring within the communities of Cochise County.

Department's Next Steps (if approved):

If approved, the Sheriff's Office will continue to assign deputies to the task force and continue to fight the infiltration of illegal drugs into our communities in Cochise County.

Impact of NOT Approving/Alternatives:

If not approved, it will severely impact the Sheriff's Office's operations in the "war on drugs". Further, not participating in this task force will reduce CCSO manpower by two deputies as this grant allows CCSO to hire two additional personnel, as this grant pays the salaries for two additional deputies this office otherwise could not/would not have the ability to fund.

To BOS Staff: Document Disposition/Follow-Up:

Please return contract(s) with a signed copy of the Board of Supervisors approved agenda item or resolution listing the grant agreement.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

HIDTA Grant HT-17-2727



CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREAS (HIDTA)
PROGRAM
GRANT AGREEMENT **CFDA NUMBER: 95.001**

AWARD NUMBER (FAIN): G17SA0007A

COT Grant Number **HT-17-2727**

This Grant Agreement is made this 1ST day of January 2017 by and between the CITY OF TUCSON hereinafter called "CITY" and **GOVERNING BODY**, through **Cochise County Sheriff's Office** hereinafter called "GRANTEE". The CITY enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 11-951, et seq., and the City of Tucson's Resolution number 21460, having satisfied itself as to the qualification of GRANTEE.

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on **January 1, 2017** and terminate on **December 31, 2018**. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the CITY. A request for extension must be received by the CITY sixty (60) days prior to the end of the award period. The CITY may approve an extension that further the goals and objectives of the program and shall determine the length of any extension within Office of National Drug Control Policy (ONDCP) guidelines.
2. The GRANTEE agrees that grant funds will be used for the **Southern Arizona Major Investigative Team (SAMIT)**.
3. The CITY will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Sub-standard performance as determined by the CITY will constitute non-compliance with this Agreement. The GRANTEE shall operate in a manner consistent with and in compliance with the provisions and stipulations of the approved grant application and this Agreement. If the CITY finds non-compliance, the GRANTEE will receive a written notice that identifies the area of non-compliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty calendar days to this notice, and does not provide sufficient information concerning the steps that are being taken to correct the problem, the CITY may suspend funding; permanently terminate this Agreement and/or revoke the grant; Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written CITY approval may constitute sufficient reason for the CITY to terminate this Agreement; revoke the grant; require the return of all unspent funds, perform an audit of expended funds; and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
4. This Agreement may be modified only by a written amendment signed by the parties. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the City of Tucson:

City of Tucson Police Department
HIDTA FIDUCIARY SECTION
270 S. Stone
Tucson, Arizona 85701
Attn: HIDTA Lead Management Analyst

B. If to the GRANTEE:

Cochise County Sheriff's Office
205 North Judd Drive
Bisbee, AZ 85603
Attn: Sheriff Mark J. Dannels

5. The GRANTEE may make budget adjustments only after written notification with signature approval from Arizona HIDTA Director is provided to the CITY. A grant adjustment notice (GAN) will be issued to the GRANTEE notifying the GRANTEE of the approval. Adjustments or reprogramming of the grantee's budget in an initiative or any reprogramming between initiative and/or agencies; in any amount, require the approval of the Board, the AZ HIDTA Director, and/or the ONDCP in accordance with HIDTA Program Policy and Budget Guidance.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$104,000.00
Fringe Benefits	\$20,800.00
Overtime	\$20,000.00
Travel	\$0.00
Facilities	\$0.00
Services	\$900.00
Operating Expenses:	
Supplies	\$12,000.00
Other	\$0.00
Equipment (listed below)	\$0.00
TOTAL	\$157,700.00
See attached for budget detail.	

6. The GRANTEE understands that financial reports are required for reimbursement of expenditures.
7. Every payment obligation of the CITY under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the CITY. No liability shall accrue to the CITY in the event this provision is exercised, and the CITY shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
8. The GRANTEE understands that prior to the expenditure of confidential funds; an authorized official of the GRANTEE shall sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in *ONDCP Financial and Administrative Guide for Cooperative Agreements Guidelines and Exhibit B*.

9. The GRANTEE certifies that it will comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 as codified in 2 CFR Part 3603 and HIDTA Program Policy & Budget Guidance - October 1, 2016.

Link: Electronic Code of Federal Regulations: <http://www.ecfr.gov>

HIDTA Program Policy & Budget Guidance - October 1, 2016.

http://www.nhac.org/hidta_guidance/guidance2012.pdf

10. The GRANTEE agrees to account for interest earned on Federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *ONDCP Financial and Administrative Guide for Cooperative Agreements* and all unexpended grant funds to the CITY within 30 days after receipt of a written request from the CITY. The GRANTEE agrees to expend all encumbered funds within 90 days of expiration of this award.
11. The GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the CITY. All such documents shall be subject to inspection and audit at reasonable times.
12. For the purpose of this grant, a capital expenditure is \$1,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than \$1,000, the GRANTEE will use its own policy.

The GRANTEE shall maintain a tracking system, in accordance with ONDCP HIDTA Program Policy & Budget Guidance Section – October 1, 2016, 8.4.1, to account for all HIDTA purchased equipment, vehicles, and other items valued at \$ 5000 or more at the time of purchase. This also includes lower cost, high-risk items, electronic devices and software, such as but not limited to digital cameras, palm pilots, and GPS devices.

The GRANTEE agrees to abide by Section 8.6 that those using HIDTA funds to purchase equipment must maintain a current inventory of HIDTA-purchased equipment and must provide that inventory to the HIDTA Director or an ONDCP employee, and/or the CITY upon request. A 100-percent physical inventory of HIDTA-purchased equipment must be conducted at least every two years.

13. The GRANTEE agrees to follow equipment disposition policies outlined in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 Subpart D- Post Federal Award Requirements, §§ 310-316- Property Standards when the equipment is no longer needed for the grant program. When no longer needed for the original program, the equipment may be used in other activities supported by the Office of National Drug Control Policy.

Link: *Electronic Code of Federal Regulations* <http://www.ecfr.gov>

The GRANTEE agrees that the purchasing agency shall comply with ONDCP HIDTA Program Policy & Budget Guidance, October 1, 2016, Section 8.8 in determining the end of the useful life and disposition of HIDTA purchased equipment. Purchasing agencies must retain documentation of the disposition and provide to the HIDTA Director and the CITY.

14. The GRANTEE agrees to keep time and attendance sheets signed by the employee and supervisory official having first hand knowledge of the work performed by the grant funded employees. The GRANTEE agrees to track overtime expenses in accordance with ONDCP HIDTA Program Policy & Budget Guidance – October 1, 2016.

15. The GRANTEE will comply with the audit requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200 Subpart F- Audit Requirements and provide the CITY with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.

Link: *Electronic Code of Federal Regulations* <http://www.ecfr.gov>

16. The GRANTEE agrees that it will submit financial reports and supporting documentation to the CITY through the AZ HIDTA Finance Manager on forms/format provided by the CITY, documenting the activities supported by these grant funds. In the event reports are not received on or before the indicated date(s), funding will be suspended until such time as delinquent report(s) are received. These reports are submitted according to the following schedule:

Report Period Month of:	Due Date:	Report Period Month of:	Due Date:
January 1 - 31	February 25	July 1 - 31	August 25
February 1 - 29	March 25	August 1 - 31	September 25
March 1 - 30	April 25	September 1 - 30	October 25
October 1 - 31	November 25	April 1 - 30	May 25
November 1 - 30	December 25	May 1 - 31	June 25
December 1 - 31	January 25	June 1 - 30	July 25

More frequent reports may be required for GRANTEES who are considered high risk.

17. All goods and services purchased with grant funds must be received by the GRANTEE within 60 days of the expiration of this award.
18. The GRANTEE agrees to obtain ONDCP approval through the Arizona HIDTA Director for all sole-source procurements in excess of \$150,000, and provide written notification to the CITY, as indicated in 2 CFR 200.317 et al.
19. The GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 2 CFR 2867.10 et. seq. for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving Federal funds. The GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: *Excluded Parties Listing System* <http://sam.gov>
20. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of State or local funds because of the existence of Federal funds.
21. The GRANTEE assigns to the CITY any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to the GRANTEE in exchange for grant funds provided under this Agreement.
22. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501 et seq.
23. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as provided in paragraph 25 of this Agreement pertaining to disputes, which are subject to arbitration.
24. The GRANTEE understands that grant funds will not be released until all required reports and reversion of funds from the prior year grant are submitted to the CITY.

-
25. The GRANTEE (as "Indemnitor") agrees to indemnify, defend and hold harmless the CITY (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency this paragraph does not apply.
26. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s) and subcontractors, if any to indemnify defend, save and hold harmless the City of Tucson, any jurisdictions or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GRANTEE'S contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligence or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".
27. If the GRANTEE is a governmental political subdivision, the GRANTEE will, to the extent possible and practical share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
28. The GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 CFR Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 CFR Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Orders 1999-4 and 2000-4. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the GRANTEE, the GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the CITY.

29. The GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEO) (if grantee is required pursuant to 2 CFR 1401.300). The GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of the receipt of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the CITY by the GRANTEE.
30. The GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 67, Subpart F, for grantees, as defined in 28 CFR, Part 67 Sections 67.615 and 67.620.
31. The GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally the GRANTEE ensures compliance with Executive Order 2005-30 federal immigration laws by state employers and contractors.
32. The GRANTEE agrees to notify the Arizona HIDTA Director and provide written notification to the CITY within ten (10) days in the event that the project official is replaced during the award period.
33. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the CITY.
34. The GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.
35. The GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
36. The Grantee certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the CITY Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions

37. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511.
38. This Agreement may be cancelled at the CITY's discretion if not returned with authorized signatures to the CITY within 90 days of commencement of the award.
39. If any provision of this Agreement is held invalid the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
40. Pursuant to resolution number 21460, adopted by Mayor and Council December 15, 2009, the Tucson Police Chief is authorized to enter into contracts and grant agreements for HIDTA operations.
41. In accordance with A.R.S. §41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Signature

Date

Printed Name and Title

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the CITY with the signed Agreement.

Approved as to form and authority to enter into Agreement:



08 23 17

Legal counsel for GRANTEE

Date

Britt Hanson, Chief Civil Deputy, Cochise County Attorney

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

ARS 11-251, 11-441

Appropriate A.R.S., ordinance, or charter reference

FOR CITY OF TUCSON:

Chris Magnus, Chief of Police
City of Tucson Police Department

Date

Lisa Judge, Principal Assistant City Attorney
City of Tucson Police Department
Approved as to form

Date



CITY OF TUCSON
GRANT AGREEMENT

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The City of Tucson in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- | | |
|--|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Blanket Contractual Liability – Written and Oral | \$1,000,000 |
| • Fire Legal Liability | \$50,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- b. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".***

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the Grant Agreement.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the City of Tucson. Such notice shall be sent directly to the GRANTEE and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The City of Tucson in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the GRANTEE. The City of Tucson's project/contract number and project description are to be noted on the certificate of insurance. The City of Tucson reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY OF TUCSON'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the City of Tucson, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a City of Tucson agency, board, commission, or university then none of the above shall apply.



CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT

**Confidential Funds Certification
Exhibit "B"**

CONFIDENTIAL FUNDS CERTIFICATION

This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of National Drug Control Policy Financial and Administrative Guide.

Grant Number: HT-17-2727

Date: _____

Signature: _____
Authorized Official

PROCEDURES

Each project agency authorized to disburse confidential funds must develop and follow internal procedures, which incorporate the following elements:

Deviations from these elements must receive prior approval of the ONDCP.

1. Imprest Fund. The funds authorized will be established in an imprest fund, which is controlled by a bonded cashier.
2. Advance of Funds: The supervisor of the unit to which the imprest funds is assigned must authorize all advances of funds for the P/I. Such authorization must specify the information to be received, the amount of expenditures, and assumed name of the informant.
3. Informant Files: Informant files are confidential files of the true names, assumed names, and signature of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the informant payee should also be maintained. Refer to Informant Files "Documentation" (2) for a list of required documents for the informant files.
4. Cash Receipts.
 - a. The cashier shall receive from the agent or officer authorized to make a confidential payment, receipt for cash advanced to him/her for such purposes.
 - b. The agent or officer shall receive from the informant payee a receipt for cash paid to him/her.

5. Receipts for Purchase of Information. An Informant Payee Receipt shall identify the exact amount paid to and received by the informant payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed no alteration is allowed. The agent shall prepare an Informant Payee Receipt containing the following information:
 - a. The jurisdiction initiating the payment.
 - b. A description of the information/evidence received.
 - c. The amount of payment, both in numeral and word form.
 - d. The date on which the payment was made.
 - e. The signature of the informant payee.
 - f. The signature of the case agent or officer making payment.
 - g. The signature of at least one other officer witnessing the payment.
 - h. The signature of the first-line supervisor authorizing and certifying the payment.
6. Review and Certification. The signed Informant Payee Receipt with a memorandum detailing the information received shall be forwarded to the agent or officer in charge. The agent or officer in charge shall compare the signatures. He/she shall also evaluate the information received in relation to the expense incurred, and add his/her evaluation remarks to the report of the agent or officer who made the expenditure from the imprest funds. The certification will be witnessed by the agent or officer in charge on the basis of the report and Informant Payee's Receipt.
7. Reporting of Funds. Each project shall prepare a reconciliation report on the imprest funds on a quarterly basis. Information to be included in the reconciliation report will be the assumed name of the informant payee, the amount received, the nature of the information given, and to what extent this information contributed to the investigation. Recipients/subrecipients shall retain the reconciliation report in their files and shall be available for review unless the State agency requests that the report be submitted to them on a quarterly basis.
8. Record and Audit Provisions. Each project and member agency must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, processing (to include the review and approve/disapprove), modifications, closure or impact material, and receipts and/or other documentation necessary to justify and track all expenditures. Refer to Informant Files Documentation (2) for a list of documents, which should be in an informant's file. In projects where funds are used for confidential expenditures, it will be understood that all of the above records, except the true name of the informant, are subject to the record and audit provision of grantor agency legislation.

INFORMANT FILES

1. Security. A separate file should be established for each informant for accounting purposes. Informant files should be kept in a separate and secure storage facility, segregated from any other files, and under the exclusive control of the supervisor or an employee designated by him/her. The facility should be locked at all times when unattended. Access to these files should be limited to those employees who have a necessary legitimate need. An informant file should not leave the immediate area except for review by a management official or the handling agent, and should be returned prior to the close of business hours. Sign-out logs should be kept indicating the date, informant number, time in and out, and the signature of the person reviewing the file.
2. Documentation. Each file should include the following information:
 - a. Informant Payment Record - kept on top of the file. This record provides a summary of informant payments.
 - b. Informant Establishment Record - including complete identifying and location data, plus any other documents connected with the informant's establishment.
 - c. Current photograph and fingerprint card (or FBI/State Criminal Identification Number).
 - d. Agreement with cooperating individual.
 - e. Receipt for P/I.
 - f. Copies of all debriefing reports (except for the Headquarters case file).
 - g. Copies of case initiation reports bearing on the utilization of the informant (except for the Headquarters case file).
 - h. Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).
 - i. Any administrative correspondence pertaining to the informant, including documentation of any representations made on his behalf or any other nonmonetary considerations furnished.
 - j. Any deactivation report or declaration of any unsatisfactory informant.

INFORMANT MANAGEMENT AND UTILIZATION

All persons who will be utilized as informants should be established as such. The specific procedures required in establishing a person as an informant may vary from jurisdiction to jurisdiction but, at a minimum, should include the following:

1. Assignment of an informant code name to protect the informant's identity.

2. An informant code book controlled by the supervisor or his/her designee containing:
 - a. Informant's code number.
 - b. Type of information (i.e. informant, defendant/informant, restricted use/informant).
 - c. Informant's true name.
 - d. Name of establishing law enforcement officer.
 - e. Date the establishment is approved.
 - f. Date of deactivation.
3. Establish each informant file in accordance with Informant File Documentation (2).
4. For each informant in an active status, the agent should review the informant file on a quarterly basis to assure it contains all relevant and current information. Where a MATERIAL face that was earlier reported on the Establishment Record is no longer correct (e.g. a change in criminal status, means of locating him/her, etc.), a supplemental establishing report should be submitted with the correct entry.
5. All informants being established should be checked in all available criminal indices. If verified FBI number is available, request a copy of the criminal records from the FBI. Where a verified FBI number is not available, the informant should be fingerprinted with a copy sent to the FBI and appropriate State authorities for analysis. The informant may be utilized on a provisional basis while awaiting a response from the FBI.

PAYMENTS TO INFORMANTS

1. Any person who is to receive payments charged against PE/PI funds should be established as an informant. This includes a person who may otherwise be categorized as sources of information or informants under the control of another agency. The amount of payment should be commensurate with the value of services and/or information provided and should be based on the following factors:
 - a. The level of the targeted individual, organization or operation.
 - b. The amount of the actual or potential seizure.
 - c. The significance of the contribution made by the informant to the desired objectives.
2. There are various circumstances in which payments to informants may be made.
 - a. Payments for Information and/or Active Participation. When an informant assists in developing an investigation, either through supplying information or actively participating in it, he/she may be paid for his/her service either in a lump sum or in staggered payments. Payments for information leading to a seizure, with no defendants, should be held to a minimum.

b. Payment for Informant Protection. When an informant needs protection, law enforcement agencies may absorb the expenses of relocation. These expenses may include travel for the informant and his/her immediate family, movement and/or storage of household goods, and living expense at the new location for a specific period of time (not to exceed 6 months). Payments should not exceed the amounts authorized by law enforcement employees for these activities.

c. Payments to Informants of Another Agency. To use or pay another agency's informant, he/she should be established as an informant. These payments should not be a duplication of a payment from another agency; however, sharing a payment is acceptable.

3. Documentation of payments to informants is critical and should be accomplished on a Informant Payee Receipt. Payment should be made and witnessed by two law enforcement officers and authorized payment amounts should be established and reviewed by at least the first line supervisory level. In unusual circumstances, a non-officer employee or an officer of another law enforcement agency may serve as witness. In all instances, the original signed receipt must be submitted to the project director for review and record keeping.

ACCOUNTING AND CONTROL PROCEDURES

Special accounting and control procedures should govern the use and handling of confidential expenditures, as described below:

1. It is important that expenditures which conceptually should be charged to PE/PI/PS are so charged. It is only in this manner that these funds may be properly managed at all levels, and accurate forecasts of projected needs be made.
2. Each law enforcement entity should apportion its PE/PI/PS allowance throughout its jurisdiction and delegate authority to approve PE/PI/PS expenditures to those offices, as it deems appropriate.
3. Headquarters management should establish guidelines authorizing offices to spend up to a predetermined limit of their total allowance on any buy or investigation.
4. In exercising his/her authority to approve these expenditures, the supervisor should consider:
 - a. The significance of the investigation.
 - b. The need for this expenditure to further the investigation.
 - c. Anticipated expenditures in other investigations.

Funds for PE/PI/PS expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. They should not be used for another purpose without first returning them and repeating the authorization and advance process based on the new purpose.

5. Funds for PE/PI/PS expenditure should be advanced to the officer on suitable receipt form. Informant Payee Receipt or a voucher for P/E should be completed to document funds used in the purchase of evidence or funds paid or advanced to an informant.
6. For security purposes there should be a 48-hour limit on the amount of time funds advanced for PE/PI/PS expenditure may be held outstanding. If it becomes apparent at any point within the 48-hour period that the expenditure will not materialize, the funds should be returned to the cashier as soon as possible. An extension of the 48-hour limit may be granted by the level of management that approved the advance. Factors to consider in granting such an extension are:
 - a. The amount of funds involved.
 - b. The degree of security under which the funds are being held.
 - c. How long an extension is required.
 - d. The significance of the expenditure.

Such extensions should be limited to 48 hours. Beyond this, the funds should be returned and readvanced, if necessary. Regardless of circumstances, within 48 hours of the advance, the cashier should be presented with either the unexpended funds, an executed Informant Payee Receipt or purchase of evidence or written notification by management that an extension has been granted.

7. P/S expenditures, when not endangering the safety of the officer or informant, need to be supported by canceled tickets, receipts, lease agreements, etc. If not available, the supervisor, or his immediate subordinate, must certify that the expenditures were necessary and justify why supporting documents were not obtained.

Regular Board of Supervisors Meeting

Meeting Date: 09/26/2017

Fleet Vehicles

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures: BOS Signature Required

Recommendation: Approve

**# of ORIGINALS
Submitted for Signature:**

**NAME
of PRESENTER:** n/a

**TITLE
of PRESENTER:** n/a

Mandated Function?: Local Mandate or Policy

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

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the award of Invitation for Bids (IFB) No. 18-17-FMD-03 to Courtesy Chevrolet for the purchase of 27 fleet vehicles for the Fleet Services Department in the amount of \$671,583.35 plus applicable fees.

Background:

IFB 18-07-FMD-03 was released on August 23, 2017 on the PublicPurchase.com website and was advertised in the San Pedro Valley News-Sun. Three electronic responses were received prior to the bid closing date and time of September 7, 2017 @ 3:010p.m. A bid tabulation is attached which shows Lawley Motors from Sierra Vista, AZ was given a 3% local vendor preference and County tax evaluation method was used to calculate and evaluate their bid. Courtesy Chevrolet from Phoenix, AZ was the lowest responsive and responsible bidder.

Department's Next Steps (if approved):

Issue purchase order and inspect vehicles upon delivery.

Impact of NOT Approving/Alternatives:

The impact of not approving would result in having to retain current vehicles that have reached their designated replacement mileage resulting in a significant increase in maintenance and repair costs.

To BOS Staff: Document Disposition/Follow-Up:

No action required.

Budget Information

Information about available funds

Budgeted: ☒

Funds Available: ☒

Amount Available: \$671,583.35

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1: 109-1760-9-454.100

Fund Transfers

Fiscal Year: 17-18

One-time Fixed Costs? (\$\$\$): \$671,583.35

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

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

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

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

Attachments

Bids

COCHISE COUNTY PROCUREMENT DEPARTMENT IFB NO: 18-07-FMD-03 Fleet Vehicles Opening Date: 09/07/17 Buyer: Maria Morales					
		Courtesy Chevrolet, Phoenix, AZ	Lawley Motors Sierra Vista, AZ	Evaluated Discount Price Lawley Motors Sierra Vista, AZ	O'Reilly Tucson, AZ
Vehicle Description	Qty				
Mfg: Chevrolet, Model Year: 2018, Chevrolet Silverado 1500 2WD Reg Cab 119.0" Work Truck Model code CC15703 or acceptable alternate	0	WILL NOT BE PURCHASED			
Bid Price		\$20,199.03	\$28,900.00	\$28,900.00	\$20,972.03
Local 3% Vendor Preference Discount				\$867.00	
Unit Price		\$20,199.03	\$28,900.00	\$28,033.00	\$20,972.03
Extended Unit Price		\$0.00	\$0.00	\$0.00	\$0.00
Tax			\$0.00	\$0.00	\$0.00
Total Purchase Price		\$0.00	\$0.00	\$0.00	\$0.00
Mfg: Chevrolet, Model Year: 2018, Chevrolet Silverado 1500 4WD Dbl Cab 143.5" Work Truck Model code CK15753 or acceptable alternate.	2				
Bid Price		\$20,018.05	\$36,500.00	\$36,500.00	\$24,791.05
Local 3% Vendor Preference Discount				\$1,095.00	
Unit Price		\$20,018.05	\$36,500.00	\$35,405.00	\$24,791.05
Extended Unit Price		\$40,036.10	\$73,000.00	\$70,810.00	\$49,582.10
Tax		\$4,182.17	\$5,876.50	\$5,346.16	\$4,264.06
Total Purchase Price		\$44,218.27	\$78,876.50	\$76,156.16	\$53,846.16

COCHISE COUNTY PROCUREMENT DEPARTMENT IFB NO: 18-07-FMD-03 Fleet Vehicles Opening Date: 09/07/17 Buyer: Maria Morales				Evaluated Discount Price	
		Courtesy Chevrolet, Phoenix, AZ	Lawley Motors Sierra Vista, AZ	Lawley Motors Sierra Vista, AZ	O'Reilly Tucson, AZ
Mfg: Chevrolet, Model Year: 2018, Chevrolet Silverado 2500 2WD DBL CAB 158.1" Work Truck Model code CC25953 or acceptable alternate.	2				
Bid Price		\$25,664.06	\$36,000.00	\$36,000.00	\$26,437.06
Local 3% Vendor Preference Discount				\$1,080.00	
Unit Price		\$25,664.06	\$36,000.00	\$34,920.00	\$26,437.06
Extended Unit Price		\$51,328.12	\$72,000.00	\$69,840.00	\$52,874.12
Tax		\$5,119.40	\$5,796.00	\$5,272.92	\$4,547.17
Total Purchase Price		\$56,447.52	\$77,796.00	\$75,112.92	\$57,421.29
Mfg: Chevrolet, Model Year: 2018, Chevrolet 2500HD Silverado Reg Cab 4WD 133.6" Work Truck Model code: CK25903 or acceptable alternate.	1				
Bid Price		\$26,645.06	\$37,000.00	\$37,000.00	\$27,418.06
Local 3% Vendor Preference Discount				\$1,110.00	
Unit Price		\$26,645.06	\$37,000.00	\$35,890.00	\$27,418.06
Extended Price		\$26,645.06	\$37,000.00	\$35,890.00	\$27,418.06
Tax		\$3,070.71	\$2,978.50	\$2,709.70	\$2,357.95
Total Purchase Price		\$29,715.77	\$39,978.50	\$38,599.70	\$29,776.01

COCHISE COUNTY PROCUREMENT DEPARTMENT IFB NO: 18-07-FMD-03 Fleet Vehicles Opening Date: 09/07/17 Buyer: Maria Morales					
		Courtesy Chevrolet, Phoenix, AZ	Lawley Motors Sierra Vista, AZ	Evaluated Discount Price Lawley Motors Sierra Vista, AZ	O'Reilly Tucson, AZ
Mfg: Chevrolet, Model Year: 2018, Chevrolet 2500 Silverado Reg Cab 2WD 133.6" Work Truck Model Code: CC25903 or acceptable alternate.	5				
Bid Price		\$24,424.00	\$34,000.00	\$34,000.00	\$25,197.00
Local 3% Vendor Preference Discount				\$1,020.00	
Unit Price		\$24,424.00	\$34,000.00	\$32,980.00	\$25,197.00
Extended Price		\$122,120.00	\$170,000.00	\$164,900.00	\$125,985.00
Tax		\$10,995.13	\$13,685.00	\$12,449.95	\$10,834.71
Total Purchase Price		\$133,115.13	\$183,685.00	\$177,349.95	\$136,819.71
Mfg: Chevrolet, Model Year: 2018, Chevrolet Colorado Ext Cab 2WD 128.3" Work Truck Model Code: 12M53 or acceptable alternate.	3				
Bid Price		\$21,984.19	\$24,800.00	\$24,800.00	\$22,575.19
Local 3% Vendor Preference Discount				\$744.00	
Unit Price		\$21,984.19	\$24,800.00	\$24,056.00	\$22,575.19
Extended Price		\$65,952.57	\$74,400.00	\$72,168.00	\$67,725.57
Tax		\$6,333.23	\$5,989.20	\$5,448.68	\$5,824.40
Total Purchase Price		\$72,285.80	\$80,389.20	\$77,616.68	\$73,549.97
Mfg: Chevrolet, Model Year: 2018, Chevrolet Colorado Crew Cab 2WD 128.3" WORK TRUCK Model Code: 12M43 or acceptable alternate.	1				
Bid Price		\$23,128.00	\$26,100.00	\$26,100.00	\$23,719.00
Local 3% Vendor Preference Discount				\$783.00	
Unit Price		\$23,128.00	\$26,100.00	\$25,317.00	\$23,719.00

COCHISE COUNTY
PROCUREMENT DEPARTMENT

IFB NO: 18-07-FMD-03
Fleet Vehicles

Opening Date: 09/07/17
Buyer: Maria Morales

		Courtesy Chevrolet, Phoenix, AZ	Lawley Motors Sierra Vista, AZ	Evaluated Discount Price Lawley Motors Sierra Vista, AZ	O'Reilly Tucson, AZ
Extended Price		\$23,128.00	\$26,100.00	\$25,317.00	\$23,719.00
Tax		\$2,778.79	\$2,101.05	\$1,911.43	\$2,039.83
Total Purchase Price		\$25,906.79	\$28,201.05	\$27,228.43	\$25,758.83
Mfg: Chevrolet, Model Year: 2018, Chevrolet Impala 4DR SDN LS/1FL Model Code: 1GX69 or acceptable alternate.	10				
Bid Price		\$21,151.55	\$27,800.00	\$27,800.00	\$22,557.95
Local 3% Vendor Preference Discount				\$834.00	
Unit Price		\$21,151.55	\$27,800.00	\$26,966.00	\$22,557.95
Extended Price		\$211,515.50	\$278,000.00	\$269,660.00	\$225,579.50
Tax		\$18,414.96	\$22,379.00	\$20,359.33	\$19,399.84
Total Purchase Price		\$229,930.46	\$300,379.00	\$290,019.33	\$244,979.34
Mfg: Chevrolet, Model Year: 2018, Chevrolet Traverse FWD 4DR LS/1FL Model Code: 1NB56 or acceptable alternate.	3				
Bid Price		\$24,857.99	\$32,100.00	\$32,100.00	\$24,971.59
Local 3% Vendor Preference Discount				\$963.00	
Unit Price		\$24,857.99	\$32,100.00	\$31,137.00	\$24,971.59
Extended Price		\$74,573.97	\$96,300.00	\$93,411.00	\$74,914.77
Tax		\$5,389.64	\$7,752.15	\$7,052.53	\$6,442.67
Total Purchase Price		\$79,963.61	\$104,052.15	\$100,463.53	\$81,357.44
PURCHASE OF ALL VEHICLES	27	\$671,583.35	\$893,357.40	\$862,546.70	\$703,508.76

COCHISE COUNTY

PROCUREMENT DEPARTMENT

IFB NO: 18-07-FMD-03

Fleet Vehicles

Opening Date: 09/07/17

Buyer: Maria Morales

Courtesy
Chevrolet,
Phoenix, AZ

Lawley Motors
Sierra Vista, AZ

**Evaluated
Discount Price**

Lawley Motors
Sierra Vista, AZ

O'Reilly
Tucson, AZ

Courtesy Chevrolet tax rates are 8.6% for the first \$10,000 and 8.3% for remaining balance

Lawley Motors tax rate 8.05%

Lawley Motors evaluated tax rate is 7.55% (8.05% - .5% Cochise County business privilege tax for evaluation purposes only)

O'Reilly Chevrolet Tax Rate is 8.6%

Regular Board of Supervisors Meeting**Information Technologies****Meeting Date:** 09/26/2017

Lease Agreement with Elfrida Fire District for Communication Equipment

Submitted By: Arlethe Rios, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation**Document Signatures:****Recommendation:****# of ORIGINALS****Submitted for Signature:****NAME** Joe Casey**of PRESENTER:****TITLE****of PRESENTER:**

Information

Technology Director

Mandated Function?:**Source of Mandate****or Basis for Support?:****Information****Agenda Item Text:**

Approve an agreement between the Elfrida Fire District and Cochise County for the Elfrida Fire District to lease property to Cochise County for communication equipment and Cochise County to lease tower space to Elfrida Fire District in lieu of rental payment effective immediately through September 26, 2022 with two additional five year renewal options.

Background:

The lease to the County and the license to Elfrida Fire District has been in existence for over a decade, but without formal documentation.

Department's Next Steps (if approved):

Provide a fully executed copy to the Elfrida Fire District for their records.

Impact of NOT Approving/Alternatives:

The County will not have a formal lease agreement with the Elfrida Fire District for communications equipment on their property and Elfrida Fire District will not have a formal equipment license with the County for the use of the tower.

To BOS Staff: Document Disposition/Follow-Up:

Provide two copies of fully executed agreement to Joe Casey.

Budget Information*Information about available funds***Budgeted:** ☐**Funds Available:** ☐**Amount Available:****Unbudgeted:** ☐**Funds NOT Available:** ☐**Amendment:** ☐**Account Code(s) for Available Funds**

1:

Fund Transfers**Attachments**

Lease and Agreement

Elfrida Radio

**LEASE BY ELFRIDA FIRE DISTRICT
OF LAND FOR COMMUNICATION EQUIPMENT
TO COCHISE COUNTY and LICENSE TO ELFRIDA TO PLACE
COMMUNICATION EQUIPMENT ON THE TOWER**

This Agreement is entered into between Elfrida Fire District, a political subdivision of the State of Arizona ("Elfrida"), and Cochise County, a political subdivision of the State of Arizona, whose principal address is 1415 W. Melody Lane, Bisbee, Arizona 85603 ("County").

1. RECITALS:

A. Elfrida owns land located at 10295 N. Central Highway, Elfrida.

B. The legal description of the land in paragraph A is: IN W2 NW BEG AT SW COR OF W2 NWE TO E LINE OF BISBEE ELFRIDA CO RD N ALNG E021NE OF SAID CO RD TO INTRSEC W BNDRY LINE OF ST HWY 666 R/W SELY ALNG W LINE OF HWY 666 03W TO S LINE OF W2 NW W TO E LINE OF BISBEE ELFRIDA CO RD TO E LINE OF BISBEE ELFRIDA CO04D LESS THAT POR DESC AS FOLLOWS BEG AT A PT WHICH IS THE CENTER OF THE SLINE O ABOVE DESC05RACT E20' N25'' W40' S25' E20' TO POB .022AC ALL IN SEC 22 20 26 TOTAL 3.371 AC.

C. Elfrida wishes to lease the above described land (the "Property") to the County for the purpose of installing, operating and maintaining certain communication equipment to include the erection of an antenna tower (the "Tower") and the installation of antennas thereon, and various pieces of radio communication equipment.

D. In consideration for the lease of the Property, the County wishes to grant Elfrida a license to enter the leased land and erect, operate and maintain radio communication equipment and antennas on the Tower.

E. Elfrida desires to sub-license additional space on the Tower for a cell ring for cell phone transmission, with Elfrida to receive the rent, as set forth herein.

F. The parties acknowledge that the lease to the County and the license to Elfrida has been in existence for over a decade, but without formal documentation, and that this Agreement memorializes the parties' understandings of the terms of the existing arrangement.

2. AGREEMENT:

A. Lease of Real Property. Elfrida hereby grants the County a lease of the Property for the limited purpose of erecting, maintaining and operating a radio communication antenna and associated equipment.

B. Consideration for Lease; License to Elfrida. In lieu of rental payment, County grants Elfrida, as consideration for the lease of the Property, a license to enter the Tower and erect, operate and maintain radio communication equipment and antennas on the aforementioned antenna Tower, including the installation of associated equipment on the land.

C. Right to Sub-license Tower. The County grants Elfrida the right to sub-license space on the Tower to commercial entities for the limited purpose of allowing the installation, maintenance and operation of a cell ring for relaying cell phone transmissions, phone antennas and associated equipment. Elfrida shall receive any revenue from such sub-license. The County shall have the right to review and approve such sub-license agreement, which approval shall not be unreasonably withheld. Any such approval must be in writing signed by the County's IT Director or his designee.

D. Tower Inspections. If the Tower is sub-licensed, so that Elfrida is receiving revenue from the sub-license, Elfrida will split the costs with the County for inspecting the Tower. Otherwise, the County will pay the full cost of inspecting the Tower.

3. TERM OF LEASE:

A. Initial Term. The initial term of this lease shall be for five (5) years commencing on the date of full execution of this Agreement.

B. Renewal Term. County shall have the right to extend this Agreement on the same terms contained within for two (2) additional periods of five (5) years each. This Agreement shall automatically be renewed for each successive renewal term unless County notifies Elfrida of County's intention not to renew the Lease at least thirty (30) days prior to the expiration of the then-current term.

C. Disposition of Tower. If the County ceases using the Tower, and wishes to terminate this agreement, Elfrida will have the right to take ownership of the Tower in

order to continue using it for its communications equipment. If Elfrida does not wish to take ownership, the County will be responsible for removing the Tower.

4. FACILITIES; UTILITIES; ACCESS:

A. Title to Lessee Facilities; Removal. Title to Elfrida's and County's respective facilities and equipment shall be held by each party. Each party's facilities shall remain their respective personal property and are not fixtures. Each party has the right, and the obligation, to remove all their respective facilities at its sole expense before expiration or at earlier termination of the Agreement. County shall repair any damage to the property caused by such removal of its facilities. The failure of either party to remove their respective facilities shall constitute an abandonment of such facilities by that party to the other; provided, however, that the abandoning party shall remain obligated to reimburse the other party for the cost of any such removal and/or repair.

B. Utilities. Each party shall timely pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. The County, at its sole cost and expense, shall supply utility service. Any easement necessary for such power or other utilities will be at a location reasonably acceptable to the parties and the servicing utility company.

C. Emergency Generator. The County shall supply a fuel-powered generator at its sole cost and expense. Such installation shall comply with all applicable safety and environmental laws and regulations.

D. Access. Each party has the right to enter the Property for purposes of constructing, installing, operating, maintaining and repairing their respective facilities; provided, however, that Elfrida shall be allowed access to the antenna Tower only with at least twenty-four hours notice to the County except in the case of emergency.

E. Quiet Enjoyment. Elfrida covenants that so long as the County performs the covenants, terms and conditions required of it as contained herein, the County shall peaceably and quietly have, hold and enjoy the right to use the Property for the term and any extensions thereof, and Elfrida shall not act or permit any third person to act in any manner which would interfere with or disrupt the County's use as permitted herein. Elfrida warrants that it has the authority to grant the rights conferred by this Agreement.

F. Liability for Damage Caused by Tower. The County shall be responsible for the Tower and liable for any damage caused should the Tower fall or move.

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5. NON-INTERFERENCE:

A. Interference Study. At County's request, Elfrida shall perform an intermod and interference study at the Property and evaluate its operations for interference with other existing wireless communications users at the Property. Elfrida acknowledges that the disclosed uses and frequencies, as identified on Exhibit A, will not interfere with County's use of the Property, and covenants that Elfrida's uses will not interfere with such disclosed uses and frequencies.

B. Elimination of Interference. Elfrida agrees that it will eliminate in a prompt and timely manner any interference that its facilities or operations cause with the operations of other users at the Property.

C. No Additional Equipment Without Consent. Elfrida agrees not to install additional equipment on the Tower or change the frequency, power or type of its equipment on the antenna Tower without obtaining the written consent of the County, which consent shall not be unreasonably withheld.

6. TERMINATION:

A. Termination for Default. If either party fails to perform any of its obligations hereunder, the other party shall provide written notice to the person indicated in below specifying the failure claimed as a default. If the default is not cured within thirty (30) days after receipt of the notice, or in the case of failures not related to the payment of money, if the defaulting party has not within that time begun action to cure the default and does not thereafter diligently prosecute such action to completion, the other party may terminate this Agreement as applied to the specific portion of this Agreement to which the failure applies or to the Agreement as a whole if the default applies to the entire Agreement, by delivering to the defaulting party written notice of such termination. If the defaulting party in good faith disputes the existence of a default, it shall initiate appropriate action in a court of competent jurisdiction within the 30-day period and the time to cure shall begin on the date that a final determination is made that a default exists. Notwithstanding the foregoing, in no event shall the time within which Lessee may cure a failure in the payment of money exceed a single, ten (10) day period.

B. Destruction of or Damage to the Antenna Tower: If any of the antenna Tower is destroyed or damaged in whole or in part by fire, lightning, windstorm, flood, earthquake, explosion, collapse, aircraft or other casualty, i) the County shall have the right but not the obligation to repair or rebuild the Tower, and ii) the County shall have the right to terminate this Agreement by written notice to Elfrida within sixty (60) days of such destruction or damage.

C. Termination by County. If for any reason the County no longer desires to maintain any equipment on the Tower, and no longer desires to maintain the Tower, it may terminate this Agreement by giving Elfrida at least thirty (30) days written notice. Elfrida shall then have the right to take ownership of the Tower, or to require the County to remove the Tower.

7. INSURANCE:

Each party shall carry during the term of this Agreement the following insurance: i) "All Risk" property insurance which insures the party's respective property for its full replacement cost; and (ii) comprehensive general liability of one million dollars (\$1,000,000) with a combined limited for bodily injury and/or property damage for any one occurrence, and (iii) excess/umbrella coverage of two million dollars (\$2,000,000). The parties shall provide each other with current certificates of insurance within thirty (30) days of the execution of this Intergovernmental Agreement. All certificates of insurance must provide for guaranteed thirty (30) days written notice to all parties to this Intergovernmental Agreement of cancellation, non-renewal or material change

8. INDEMNITY:

Each party shall indemnify, defend and hold harmless the other party, its officers, departments, employees and agents from and against any and all suits actions, legal or administrative proceedings, claims, demands or damages of any kind or nature arising out of this Agreement which result from any act or omission of the indemnifying party, its agents, employees or anyone acting under its direction, control or on its behalf, whether intentional or negligent; provided, however, the extent of the foregoing indemnities shall be limited to and determined by the respective fault of each party, its agents, employees and anyone acting under its direction, control or on its behalf, in comparison with others (including but not limited to the other party) who may have contributed to or in part caused any such claim to arise.

9. NOTICE:

All notices, requests, demands, rent payments and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, or sent by overnight carrier to the address for notification specified below. Either party may change its address or phone or fax numbers for purposes of this Section by giving notice of such change in the manner provided in this Section.

A. All communication from the County to Elfrida concerning this Agreement shall be coordinated through Fire Chief Martin Sierras, Elfrida Fire District, 10293 N. Central Highway, Elfrida, Arizona 85610, email address

msierras@elfridafiredistrict.com, or such other individual as Elfrida may designate in writing.

B. All communication from Elfrida to County concerning this Agreement shall be coordinated through Joe Casey, Director, Information Technology, Cochise County, 1415 Melody Lane, Building D, Bisbee, AZ 85603, telephone number 520-432-8300, e-mail address jcasey@cochise.az.gov or such other individual as the County may designate in writing.

10. MISCELLANEOUS:

A. Non-Discrimination. To the extent applicable, the parties shall comply with all laws and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and any State law that mandates that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation, veteran's status, genetic code or national origin shall have equal access to employment and educational opportunities.

B. Entire Agreement. This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

C. Jurisdiction and Applicable Law. This Agreement shall be governed by the laws of the State of Arizona. Jurisdiction and venue for any action under this Agreement shall be in Cochise County, Arizona.

D. Conflict of Interest. This Contract is subject to cancellation pursuant to the provisions of A.R.S. § 38-511 regarding Conflict of Interest.

E. Inspection and Audit. The parties agree to keep all books, accounts, reports, files and other records relating to this Contract for five (5) years after completion of the contract; and, in addition, agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.

F. Entire Agreement. This written Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall supersede all previous proposals, negotiations, representations, commitments, writings, and agreements. It may not be released, discharged, changed or modified, except by an instrument in writing, signed by a duly authorized representative of each of the parties except as expressly provided otherwise in this Agreement.

G. Rights of the Parties Only. The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall break any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.

H. Immigration Laws. The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to the parties' employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The parties shall further ensure that each sub-consultant who performs any work for the party under this Agreement likewise complies with the State and Federal Immigration Laws.

I. Approval of this Agreement. Before the Agreement shall become effective and binding upon the parties, it must be approved by the County Board of Supervisors and Elfrida's Board of Directors. This Agreement may be executed in counterparts and with electronic signatures, which shall have the same effect as though signed in pen and ink.

J. Waiver of Any Conflict. The parties acknowledge that the County Attorney has represented both parties and waive any conflict of interest that might arise from such dual representation.

K. Neither party has the right to assign its rights under this Agreement without the written consent of the other party, which shall not be unreasonably withheld.

COCHISE COUNTY

Ann English
Chair, Board of Supervisors

Date

ATTEST

Arlethe Rios, Clerk of Board

Date

ELFRIDA FIRE DISTRICT

Martin Sterras
Fire Chief

9/5/17

Date

Alma Garcia, District Board Chair

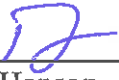
9/5/17

Date

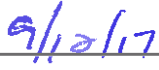
ATTORNEY REVIEW

The foregoing Agreement between Cochise County and Elfrida Fire District has been reviewed by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

COCHISE COUNTY:



Britt Hanson,
Chief Civil Deputy County Attorney



Date

ELFRIDA FIRE DISTRICT:



Britt Hanson,
Chief Civil Deputy County Attorney



Date

EXHIBIT A

Use and Frequencies by Elfrida (TBD)

--Simulcast

--“PL” Steered



Federal Communications Commission
Public Safety and Homeland Security Bureau

RADIO STATION AUTHORIZATION

LICENSEE: ELFRIDA VOLUNTEER FIRE DEPARTMENT

ATTN: CHIEF DAN ZAMORA
ELFRIDA VOLUNTEER FIRE DEPARTMENT
PO BOX 68
ELFRIDA, AZ 85610

Call Sign WNKW654	File Number 0005637772
Radio Service PW - Public Safety Pool, Conventional	
Regulatory Status PMRS	
Frequency Coordination Number	

FCC Registration Number (FRN): 0008254369

Grant Date 02-07-2013	Effective Date 02-07-2013	Expiration Date 02-19-2023	Print Date 02-08-2013
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STATION TECHNICAL SPECIFICATIONS

Fixed Location Address or Mobile Area of Operation

Loc. 1 Address: BETWEEN HWY 191 & CENTRAL HWY

City: ELFRIDA County: COCHISE State: AZ

Lat (NAD83): 31-41-45.3 N Long (NAD83): 109-41-12.2 W ASR No.: Ground Elev: 1317.0

Loc. 2 Area of Operation

Countywide: COCHISE, AZ

Antennas

Loc. No.	Ant. No.	Frequencies (MHz)	Sta. Cls.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
1	1	000154.14500000	FB	1	11	11K0F3E 20K0F3E 8K10F1E	60.000	100.000	24.0		
2	1	000154.14500000	MO	30		11K0F3E 20K0F3E 8K10F1E	40.000	40.000			

Control Points

Control Pt. No. 1

Address: BETWEEN HWY 191 & CENTRAL HWY

City: ELFRIDA County: COCHISE State: AZ Telephone Number: (602)642-3749

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.