



Cochise County Board of Supervisors

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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, November 14, 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.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of October 24, 2017.
2. Adopt Resolution 17-20 establishing 49 election precincts for Cochise County and defining their boundaries, effective March 1, 2018.

Community Development

3. Accept the County Engineer's recommendation to establish approximately 1.1 miles of Fan Road, as described therein, as a Declared County Highway and schedule a public hearing for December 5, 2017.

County Attorney

4. Approve the proposed settlement of the Tax Appeal in Edward Williams and Dori J. Williams v. Cochise County, ST2017-000361, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

Finance

5. Approve demands and budget amendments for operating transfers.

Health & Social Services

6. Approve Amendment 4 to ADHS16-109191 contract for the Healthy People/Healthy Communities Program, between the Arizona Department of Health Services and Cochise Health & Social Services, for the period of July 1, 2017 through June 30, 2018, which adds confirmed federal funding in the amount of \$40,686 for quarters 2 through 4 of the fiscal year for accreditation activities.
7. Accept the Legacy Foundation Funding of \$2,000 for all costs associated with Ms. Bonnie Bazata's Presentation on Ending Poverty.

PUBLIC HEARINGS

Board of Supervisors

8. Approve a new liquor license application for a series #13 Farm Winery license submitted by Ms. Monica Sue Preston for Birds and Barrels Vineyard, LLC, located at 5000 E. Arzberger Road, Willcox, AZ 85643.

Community Development

9. Adopt Zoning Ordinance 17-03 approving Docket Z-17-03, amending the zoning district designation for parcel 106-70-116A to General Business (GB) from Multiple Household Residential/One Dwelling per 7,200 (MH-72), pursuant to the request of Mr. William Goethe.
10. Adopt Zoning Ordinance 17-04 amending the text to Article 2, Definitions, of the Zoning Regulations, modifying the definition of a Home Occupation in compliance with state law.

ACTION

Board of Supervisors

11. Approve sales from the August 28 to September 8, 2017 Tax Deed Land Auction of parcels and units listed on Exhibit A and authorize the Clerk to post the remaining unsold properties for sale on an over-the-counter basis (see Exhibit B).

Health & Social Services

12. Approve the new Arizona Prescription Drug Overdose Prevention Program Contract # ADHS18-180472 between the Arizona Department of Health Services and Cochise Health and Social Services in the amount of \$100,000 for the period of September 1, 2017 through August 31, 2018 with automatic annual renewals until 2022 dependent on funding.

Information Technology

13. Approve Intergovernmental Agreement (IGA) between Cochise County and Arizona Public Media for construction of a communication tower to be shared by both entities, with the cost the County of up to \$250,000 effective immediately through November 14, 2042.

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.

Cochise County Board of Supervisors
1415 Melody Lane, Building G Bisbee, Arizona 85603
520-432-9200 520-432-5016 fax board@cochise.az.gov

Regular Board of Supervisors Meeting

Meeting Date: 11/14/2017

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 October 24, 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

Minutes

**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS
REGULAR MEETING HELD ON
Tuesday, October 24, 2017**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, October 24, 2017 at 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

Present: Ann English, Chairman; Peggy Judd, Member

Absent: Patrick G. Call, Vice-Chairman

Staff Edward T. Gilligan, County Administrator; Britt W. Hanson, Chief Civil Deputy County

Present: Attorney; Arlethe G. Rios, Clerk of the Board

Chairman English called the meeting to order at 10:00 a.m.

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

PLEDGE OF ALLEGIANCE

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

CALL TO THE PUBLIC

Chairman English opened the call to the public.

Doug Evans, Hereford Resident, addressed the Board regarding his concern over well water issues and the Bureau of Land Management.

Jack Cook addressed the Board on matters of personal concern.

No one else chose to speak and Chairman English closed the call to the public.

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

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of October 10, 2017.
2. Approve a Proclamation declaring November 12-18, 2017 to be Science, Technology, Engineering, Math (STEM) Snapshot week in Cochise County.

3. Approve a letter to the U.S. Army Corps of Engineers in support of Villages of Vigneto.

Court Administration

4. Approve a Proclamation declaring November 17, 2017 as National Adoption Day in Cochise County.

Finance

5. Approve demands and budget amendments for operating transfers. Warrants Nos. 21078-21129, 21138-21217, 21219-21286, 23185 were issued in the amount of \$2,025,917.46.

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

<u>Fund</u>	<u>Vendor</u>	<u>Amount</u>
100	Valenzuela Shawna	\$16.81
100	US Postal Service	\$910.00

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

Health & Social Services

6. Approve a grant from Centene Management Company in the amount \$2,500 to support community engagement activities under 2017 Community Health Improvement Plan (CHIP) Priority Area 1 – Mental Health & Substance Abuse Disorder.

Workforce Development

7. Approve the reappointments of Ms. Susan Morss, Ms. Mary Tieman, Mr. Michael Vetter, Mr. Tim Taylor, Mr. Teresa Celestine, Mr. David Howard and Mr. Wick Lewis; and the appointments of Mr. Steven Garate and Ms. Stephanie Michael to the Local Workforce Development Board to fill an unexpired term, effective immediately and through 6/30/2021.
8. Approve the Arizona at Work Infrastructure Funding Agreement for the period of July 1, 2017 through June 30, 2020.

Chairman English highlighted the importance of both proclamations for items 2 and 4.

Supervisor Judd moved to approve 1-8 on the consent agenda. Chairman English seconded the motion and it carried unanimously.

PUBLIC HEARINGS

Board of Supervisors

9. Approve an interim permit/person transfer liquor license application submitted by Ms. Kimberly Kay Lammi, for Mescal Bar & Grill, LLC, located at 70 N. Cherokee, Benson 85602.

Ms. Arlethe Rios, Clerk of the Board, presented this item. Ms. Rios said the Sheriff's Office did not have a recommendation and that the Planning and Zoning Department had recommended approval. The Environmental Health Division noted that they have no concerns with the issuance of the liquor license; the Treasurer's Office noted that the property taxes are current. The Board staff recommended approval.

Chairman English opened the public hearing.

Ms. Kimberly Kay Lammi, applicant, said that the name for the business should be KL Mescal Bar & Grill, LLC.

No one else chose to speak and Chairman English closed the public hearing.

Supervisor Judd moved to approve an interim permit/person transfer liquor license application submitted by Ms. Kimberly Kay Lammi, for Mescal Bar & Grill, LLC, located at 70 N. Cherokee, Benson 85602. Chairman English seconded the motion.

Chairman English called for the vote and it was approved 2-0-1 (Call absent).

10. Approve an agent change/acquisition of control liquor license application for a series #10 (Beer & Wine Store) license submitted by Mr. Robert Sprouse for Giant Store #645, located at 5620 S. Hwy 92, Hereford, AZ 85615.

Ms. Arlethe Rios, Clerk of the Board, presented this item. Ms. Rios said the Sheriff's Office did not have a recommendation and that the Planning and Zoning Department had recommended approval. The Environmental Health Division noted that they have no concerns with the issuance of the liquor license; the Treasurer's Office noted that the property taxes are current. The Board staff recommended approval.

Chairman English opened the public hearing.

No one else chose to speak and Chairman English closed the public hearing.

Supervisor Judd moved to approve an agent change/acquisition of control liquor license application for a series #10 (Beer & Wine Store) license submitted by Mr. Robert Sprouse for Giant Store #645, located at 5620 S. Hwy 92, Hereford, AZ 85615. Chairman English seconded the motion.

Chairman English called for the vote and it was approved 2-0-1 (Call absent).

11. Approve an agent change/acquisition of control liquor license application for a series #9 (Liquor Store) license submitted by Mr. Robert Sprouse for Giant Store #656, located at 5217 S. Hwy 92, Sierra Vista, AZ 85635.

Ms. Arlethe Rios, Clerk of the Board, presented this item. Ms. Rios said the Sheriff's Office did not have a recommendation and that the Planning and Zoning Department had recommended approval. The Environmental Health Division noted that they have no concerns with the issuance of the liquor license; the Treasurer's Office noted that the property taxes are current. The Board staff recommended approval.

Chairman English opened the public hearing.

No one else chose to speak and Chairman English closed the public hearing.

Supervisor Judd moved to approve an agent change/acquisition of control liquor license application for a series #9 (Liquor Store) license submitted by Mr. Robert Sprouse for Giant Store #656, located at 5217 S. Hwy 92, Sierra Vista, AZ 85635. Chairman English seconded the motion.

Chairman English called for the vote and it was approved 2-0-1 (Call absent).

ACTION

Community Development

12. Approve changing the name of the Planning and Zoning Department to the Development Services Department.

Mr. Gilligan presented this item. Mr Gilligan said that the name change was requested by staff in order to better reflect all the services provided by the department and to focus on the "service" that the County provided for development in the community.

Supervisor Judd asked if this name change would impact the name of the Planning and Zoning Commission.

Mr. Gilligan said that this would not impact the commission as their focus remains on planning and zoning issues.

Supervisor Judd moved to approve changing the name of the Planning and Zoning Department to the Development Services Department. Chairman English seconded the motion.

Chairman English called for the vote and it was approved 2-0-1 (Call absent).

REPORT BY EDWARD T. GILLIGAN COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS

Mr. Gilligan said that the County has opened its doors to the City of Bisbee and both entities are now sharing office space at the Melody Lane Complex in Bisbee. He added that Ms. Nike Noack would be leaving the Finance Department to take an opportunity in California and staff wished her well. He also welcomed Ms. Amanda Baillie to the County as the new Public Information Officer.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Vice-Chairman Call had an excused absent to attend another meeting on the Board's behalf.

Report by District 2 Supervisor, Ann English

Chairman English deferred her report.

Report by District 3 Supervisor, Peggy Judd

Supervisor Judd noted that she would be attending the County Supervisors Association (CSA) Summit in Maricopa County and added that she encouraged citizens countywide to attend Fall Festival activities at the Amerind Foundation and in Bowie on Saturday.

Chairman English adjourned the meeting at 10:24 a.m.

APPROVED:

Ann English, Chairman

ATTEST:

Arlethe G. Rios, Clerk of the Board

C Co. Demands 10.24.17

20979	10/05/2017	A Shred Ahead	\$1,136.00	21055	10/05/2017	Stericycle Inc.	\$2,019.21
20980	10/05/2017	Adams, James M	\$190.60	21056	10/05/2017	Sulphur Springs Valley Electric Coop, Inc.	\$672.85
20981	10/05/2017	Air Evac EMS, Inc.	\$2,975.00	21057	10/05/2017	The Bisbee Observer LLC	\$21.52
20982	10/05/2017	Air Evac Services, Inc.	\$30,815.85	21058	10/05/2017	Those Guys Auto	\$80.00
20983	10/05/2017	Amazon.com LLC	\$136.08	21059	10/05/2017	Titan Machinery Inc.	\$7,367.88
20984	10/05/2017	Anderson, Richard	\$200.00	21060	10/05/2017	Town of Payson	\$250.00
20985	10/05/2017	Anderson, Steven James	\$250.00	21061	10/05/2017	Trinity Services Group, Inc.	\$34,515.00
20986	10/05/2017	AZ Department of Corrections	\$1,275.18	21062	10/05/2017	UniFirst Corp	\$191.22
20987	10/05/2017	AZ Public Service - APS	\$10,099.22	21063	10/05/2017	Valley Security Service, Inc.	\$534.55
20988	10/05/2017	AZ Supreme Court	\$62,417.50	21064	10/05/2017	Valley Telephone Coop, Inc.	\$258.01
20989	10/05/2017	AZ Water Company	\$3,504.01	21065	10/05/2017	VCA Apache Animal Hospital	\$264.04
20990	10/05/2017	Automotive Training Authority	\$2,090.00	21066	10/05/2017	W W Williams Company	\$14,968.29
20991	10/05/2017	Azam, Syed T.	\$1,250.00	21067	10/05/2017	Waste Management of AZ, Inc.	\$329.21
20992	10/05/2017	Barnett's Towing LLC	\$105.00	21068	10/05/2017	Watson Chevrolet Inc	\$1,493.80
20993	10/05/2017	Beacon Secure	\$160.00	21069	10/05/2017	Waxie Sanitary Supply	\$738.95
20994	10/05/2017	Bella Vista Water Company-Liberty Water	\$1,296.78	21070	10/05/2017	West Press	\$397.51
20995	10/05/2017	Benson, City of	\$48.30	21071	10/05/2017	Westlawn Chapel & Mortuary	\$692.50
20996	10/05/2017	Bertoglio-Giffin, Judith	\$100.00	21072	10/05/2017	Wick Comm	\$108.74
20997	10/05/2017	Bisbee NAPA	\$8,041.30	21073	10/05/2017	Willcox Auto Parts Inc.	\$5.80
20998	10/05/2017	Bisbee Towing	\$200.00	21074	10/05/2017	Willcox, City of	\$853.31
20999	10/05/2017	Blackstone Audio, Inc.	\$84.49	21075	10/05/2017	WIST Office Products Co	\$52.39
21000	10/05/2017	Bradley R Johnson MD PLLC	\$500.00	21076	10/05/2017	WR Ryan Company	\$4,515.74
21001	10/05/2017	Butler, Steven R	\$63.07	21077	10/05/2017	Cochise County Sheriff's Department	\$1,297.22
21002	10/05/2017	Cable One	\$305.44	21078	10/10/2017	AZ Counties Insurance Pool	\$17,286.61
21003	10/05/2017	Cardinal Health Inc.	\$47.81	21079	10/10/2017	AZ Public Service - APS	\$2,799.56
21004	10/05/2017	CDW Government	\$7,754.77	21080	10/10/2017	AZ State Prison Complex	\$4,074.85
21005	10/05/2017	Cengage Learning, Inc.	\$26.39	21081	10/10/2017	Arvizu, Andrew J	\$100.00
21006	10/05/2017	CenturyLink	\$1,390.00	21082	10/10/2017	Ascent Aviation Group, Inc.	\$17,375.70
21007	10/05/2017	CenturyLink	\$667.30	21083	10/10/2017	B&S Supply Co, Inc	\$1,356.47
21008	10/05/2017	CenturyLink	\$30.62	21084	10/10/2017	Brown & White Inc	\$12,065.80
21009	10/05/2017	Chiricahua Community Health Centers, Inc.	\$619.00	21085	10/10/2017	Bug-Wiser Exterminating, Inc.	\$1,575.00
21010	10/05/2017	Copper Queen Community Hospital	\$20.00	21086	10/10/2017	CEMEX Construction Materials South, LLC	\$6,639.10
21011	10/05/2017	Copygraphix Inc.	\$25,221.62	21087	10/10/2017	CenturyLink	\$148.74
21012	10/05/2017	Creative Comm Sales & Rentals, Inc.	\$13,705.22	21088	10/10/2017	Clear Springs Utility, Inc.	\$136.50
21013	10/05/2017	CRM of America LLC	\$3,320.81	21089	10/10/2017	Cochise County Fair Association	\$25,000.00
21014	10/05/2017	Del's Tire Company	\$22.50	21090	10/10/2017	Cochise Private Industry Council, Inc.	\$143,128.00
21015	10/05/2017	Dell Marketing LP	\$184.46	21091	10/10/2017	Crop Production Service Inc	\$6,376.94
21016	10/05/2017	Douglas NAPA	\$1.70	21092	10/10/2017	D Square Construction, LLC	\$313,074.00
21017	10/05/2017	Douglas, City of	\$168.05	21093	10/10/2017	DataBank IMX LLC	\$563.75
21018	10/05/2017	Elfrida Water Improvement District	\$28.86	21094	10/10/2017	Douglas, City of	\$193.07
21019	10/05/2017	Ellis Towing LLC	\$202.05	21095	10/10/2017	Gilbert Technical Services	\$38,830.00
21020	10/05/2017	Empire Southwest LLC	\$7,732.68	21096	10/10/2017	Granite Construction Company	\$4,726.17
21021	10/05/2017	Environmental Science Corp Lab Sciences	\$697.00	21097	10/10/2017	Granite Construction Company	\$3,020.78
21022	10/05/2017	EnvisionWare, Inc.	\$1,011.53	21098	10/10/2017	Griffin & Associates, L.L.C.	\$2,073.00
21023	10/05/2017	Gasper, Louis C	\$45.36	21099	10/10/2017	HighGround, Inc.	\$18,990.00
21024	10/05/2017	Hatfield Funeral Home	\$1,280.00	21100	10/10/2017	International Chemtex Corp	\$4,309.11
21025	10/05/2017	Hubble, Anthony D	\$250.00	21101	10/10/2017	Interwest Safety Supply, Inc.	\$11,728.80
21026	10/05/2017	Interstate Battery	\$32.58	21102	10/10/2017	KE&G Construction Inc.	\$12,899.79
21027	10/05/2017	J2 Technology Solutions LLC	\$25,272.56	21103	10/10/2017	Kennedy Kleaning Supplies, Inc.	\$1,505.11
21028	10/05/2017	Jensen's Sierra Vista Mortuary	\$640.00	21104	10/10/2017	Prudential Overall Supply	\$47.53
21029	10/05/2017	JWS Web Design LLC	\$1,300.00	21105	10/10/2017	Roman, Eric	\$167.60
21030	10/05/2017	Keefe Commissary Network, LLC	\$1,100.00	21106	10/10/2017	Southwest Gas Corp	\$212.17
21031	10/05/2017	KWCX-FM, KHIL-AM	\$400.00	21107	10/10/2017	St. David Domestic Water Improvement District	\$45.48
21032	10/05/2017	Logicalis, Inc.	\$89,510.71	21108	10/10/2017	Sulphur Springs Valley Electric Coop, Inc.	\$349.84
21033	10/05/2017	Manning, Donald Gene	\$250.00	21109	10/10/2017	The Bisbee Observer LLC	\$240.06
21034	10/05/2017	Melissa A. King-Marvin, LPC	\$180.00	21110	10/10/2017	UniFirst Corp	\$1,444.35
21035	10/05/2017	Merle's Automotive Supply, Inc.	\$1,493.49	21111	10/10/2017	United Fire Equip Co	\$55.00
21036	10/05/2017	Mindful Lactation LLC	\$92.00	21112	10/10/2017	US Postal Service	\$685.00
21037	10/05/2017	Motorola Solutions Inc	\$2,071.44	21113	10/10/2017	US Postal Service	\$225.00
21038	10/05/2017	Nyander, Penny Sue	\$641.50	21114	10/10/2017	Verizon Wireless	\$11,074.71
21039	10/05/2017	O'Rielly Chevrolet, Inc.	\$637.86	21115	10/10/2017	Waste Management of AZ, Inc.	\$458.86
21040	10/05/2017	Portable Comp Systems, Inc dba PCS Mobile	\$15,660.75	21116	10/10/2017	Waxie Sanitary Supply	\$2,588.49
21041	10/05/2017	Prudential Overall Supply	\$326.38	21117	10/10/2017	Western Emulsion, Inc	\$123,893.03
21042	10/05/2017	Purcell's Western State Tire Company	\$8,398.48	21118	10/10/2017	Wick Comm	\$542.45
21043	10/05/2017	RevolutionaryText, LLC	\$6,116.66	21119	10/10/2017	Willcox, City of	\$12,455.71
21044	10/05/2017	RWC International, LTD	\$10,749.42	21120	10/10/2017	Zumar Industries Inc	\$7,252.23
21045	10/05/2017	Safelite Autoglass Corp.	\$1,594.39	21121	10/10/2017	Baldenegro, Ricardo J.	\$200.00
21046	10/05/2017	Safety Helpers LLC	\$3,280.00	21122	10/10/2017	Eveningred, Richard	\$99.34
21047	10/05/2017	Schlesinger, Aaron	\$467.60	21123	10/10/2017	Olivas, Robert	\$45.75
21048	10/05/2017	Senergy Petroleum LLC	\$43,119.74	21124	10/10/2017	Pitney Bowes Reserve Account	\$10,000.00
21049	10/05/2017	Senergy Petroleum LLC	\$8,074.61	21125	10/12/2017	AFLAC	\$11,320.06
21050	10/05/2017	Sierra Vista NAPA	\$1,240.74	21126	10/12/2017	Burse & Associates, P.C.	\$229.44
21051	10/05/2017	Snyder, Gregg Alan	\$560.00	21127	10/12/2017	Cochise County/Sheakley/National Bank	\$6,757.17
21052	10/05/2017	SoundOff Signal	\$37.29	21128	10/12/2017	ECMC	\$283.65
21053	10/05/2017	Southwest Gas Corp	\$572.48	21129	10/12/2017	Ewing & Ewing Attorneys	\$240.87
21054	10/05/2017	Stamback Septic Service	\$611.50	21130	10/12/2017	Fire Fighter's Police Officer's Cancer Insurance	\$150.00
				21131	10/12/2017	General Revenue Corp	\$388.77

21132	10/12/2017	Internal Revenue Service	\$88.20	21210	10/12/2017	VER-MAC, Inc.	\$360.00
21133	10/12/2017	Licking County CSEA	\$178.61	21211	10/12/2017	Voyager Fleet System, Inc.	\$6,011.42
21134	10/12/2017	Pre-paid Legal Services, Inc. dba LegalShield	\$1,387.17	21212	10/12/2017	Watkins, Nathan F.	\$77.76
21135	10/12/2017	Support Payment Clearinghouse	\$6,436.80	21213	10/12/2017	Waxie Sanitary Supply	\$1,256.87
21136	10/12/2017	The Hameroff Law Group, PC	\$679.06	21214	10/12/2017	Wells, Doris K.	\$2,380.00
21137	10/12/2017	U.S. Department of Education	\$157.62	21215	10/12/2017	Wick Comm	\$20.03
21138	10/12/2017	ACE Hardware	\$56.95	21216	10/12/2017	Wick Comm	\$371.95
21139	10/12/2017	Amazon.com LLC	\$457.27	21217	10/12/2017	Martinez, Rose Maria Nakasone	\$10.91
21140	10/12/2017	American Probation and Parole Association	\$300.00	21218	10/17/2017	AZ Counties Insurance Pool	\$98,453.46
21141	10/12/2017	AZ Chief Probation Officer Association	\$360.00	21219	10/17/2017	AEC Software, Inc.	\$1,949.60
21142	10/12/2017	AZ Department of Corrections	\$307.76	21220	10/17/2017	Alex Espinosa's Bisbee Funeral Home	\$350.00
21143	10/12/2017	AZ Department of Corrections	\$37.01	21221	10/17/2017	ALLDATA	\$1,591.50
21144	10/12/2017	AZ Department of Corrections ASPC-Tucson	\$54.00	21222	10/17/2017	AZ Association of Superior Court Clerks	\$130.00
21145	10/12/2017	AZ Department of Transportation	\$1,016.90	21223	10/17/2017	AZ Machinery Company, LLC dba Stotz Equip	\$176.08
21146	10/12/2017	AZ Public Service - APS	\$5,603.44	21224	10/17/2017	AZ Medical Waste, LLC	\$245.00
21147	10/12/2017	AZ Water Company	\$917.91	21225	10/17/2017	AZ Public Service - APS	\$219.23
21148	10/12/2017	Armstrong Consultants, Inc.	\$8,280.00	21226	10/17/2017	AZ State Hospital	\$2,771.40
21149	10/12/2017	B & D Lumber and Hardware	\$37.21	21227	10/17/2017	AZ Waste Oil Service, Inc.	\$915.00
21150	10/12/2017	Babcock, Angelica	\$33.61	21228	10/17/2017	Auto Club of America, Corp	\$100.00
21151	10/12/2017	Baker & Taylor, LLC	\$1,498.10	21229	10/17/2017	Bank of America	\$118,413.52
21152	10/12/2017	Borer, Thomas Edward	\$57.02	21230	10/17/2017	Benson, City of	\$300.43
21153	10/12/2017	Bowie Water Improvement District	\$110.96	21231	10/17/2017	Bisbee NAPA	\$734.43
21154	10/12/2017	Brauchla, Gary	\$253.96	21232	10/17/2017	Bisbee Towing	\$70.00
21155	10/12/2017	Cable One	\$118.99	21233	10/17/2017	Bisbee, City of	\$8,305.96
21156	10/12/2017	Cengage Learning, Inc.	\$48.00	21234	10/17/2017	Center for Disease Detection, LLC	\$653.00
21157	10/12/2017	CenturyLink	\$2,520.00	21235	10/17/2017	CenturyLink	\$152.60
21158	10/12/2017	CenturyLink	\$2,274.94	21236	10/17/2017	Chase Technology Consulting, LLC	\$840.00
21159	10/12/2017	CenturyLink	\$6,266.21	21237	10/17/2017	Copper Queen Medical Associates	\$42.00
21160	10/12/2017	City of Sierra Vista	\$5,901.18	21238	10/17/2017	Courtesy Chevrolet / GMAC	\$59,395.66
21161	10/12/2017	Cloud, Shelly R.	\$250.00	21239	10/17/2017	Culligan of Tucson	\$243.16
21162	10/12/2017	CRM of America LLC	\$5,752.70	21240	10/17/2017	Del's Tire Company	\$37.39
21163	10/12/2017	Culligan of Tucson	\$204.01	21241	10/17/2017	Election Systems & Software LLC	\$2,825.59
21164	10/12/2017	D&M Well Service	\$3,580.00	21242	10/17/2017	Federal Express Corp	\$61.71
21165	10/12/2017	Deneke, Buffy	\$394.80	21243	10/17/2017	Franks, Rachael	\$130.00
21166	10/12/2017	Digital Health Department, Inc.	\$10,950.00	21244	10/17/2017	GlaxoSmithKline LLC	\$4,183.54
21167	10/12/2017	Direct TV	\$25.80	21245	10/17/2017	Interim Public Management, LLC	\$6,959.75
21168	10/12/2017	Douglas, City of	\$943.00	21246	10/17/2017	Interstate Battery	\$453.94
21169	10/12/2017	Edie, Patricia Ann	\$113.55	21247	10/17/2017	Language Line Services, Inc.	\$54.58
21170	10/12/2017	Federal Express Corp	\$214.36	21248	10/17/2017	Lawley's Team Ford	\$985.01
21171	10/12/2017	Fisher Sand & Gravel	\$482,337.69	21249	10/17/2017	Merck Sharp & Dohme Corp.	\$7,300.25
21172	10/12/2017	Garden Cnyn Rec, Alan's Towing, AA Eagle	\$360.00	21250	10/17/2017	Merle's Automotive Supply, Inc.	\$1,396.66
21173	10/12/2017	Geodesy	\$19,325.00	21251	10/17/2017	O'Rielly Chevrolet, Inc.	\$242.25
21174	10/12/2017	George Medina - George's Upholstery	\$98.01	21252	10/17/2017	Office of Vital Records	\$3,872.00
21175	10/12/2017	Greene, Patrick K.	\$164.70	21253	10/17/2017	Pfizer, Inc.	\$1,657.38
21176	10/12/2017	Gregan, Wayne	\$130.88	21254	10/17/2017	Pierce, Teresa	\$130.00
21177	10/12/2017	Jennings, Jeffery	\$16.81	21255	10/17/2017	Prudential Overall Supply	\$674.78
21178	10/12/2017	Johnson, Gregory L.	\$133.05	21256	10/17/2017	Purcell's Western State Tire Company	\$2,064.95
21179	10/12/2017	JWS Web Design LLC	\$1,100.00	21257	10/17/2017	Rothrock Investigations, LLC	\$555.47
21180	10/12/2017	Keefe Commissary Network, LLC	\$5,599.26	21258	10/17/2017	Safelite Autoglass Corp.	\$361.83
21181	10/12/2017	Law Offices of Christopher Hitchcock	\$350.00	21259	10/17/2017	Senergy Petroleum LLC	\$24,152.65
21182	10/12/2017	Maricopa County	\$19.20	21260	10/17/2017	Shoemaker, Brad	\$185.00
21183	10/12/2017	Martzke, James F.	\$201.57	21261	10/17/2017	SourceHOV	\$101.66
21184	10/12/2017	Merida, Jose	\$200.00	21262	10/17/2017	SourceHOV	\$1,074.08
21185	10/12/2017	Miller, Carmen J.	\$101.74	21263	10/17/2017	Southern AZ Auto Co. of Douglas	\$788.76
21186	10/12/2017	NCS Pearson, Inc.	\$114.00	21264	10/17/2017	Southwest Disposal LC	\$105.26
21187	10/12/2017	Nyander, Penny Sue	\$446.70	21265	10/17/2017	Southwest Gas Corp	\$2,685.59
21188	10/12/2017	OCLC Online Comp Library Center, Inc.	\$801.57	21266	10/17/2017	Stericycle Inc.	\$1,245.75
21189	10/12/2017	Porta-Pot	\$750.75	21267	10/17/2017	Sulphur Springs Valley Electric Coop, Inc.	\$849.21
21190	10/12/2017	Prudential Overall Supply	\$185.89	21268	10/17/2017	Tadeo Chevron	\$14.50
21191	10/12/2017	Raymond Klumb, Architect	\$402.00	21269	10/17/2017	The Bisbee Observer LLC	\$65.00
21192	10/12/2017	Ron Turley Associates, Inc.	\$960.75	21270	10/17/2017	The Bisbee Observer LLC	\$27.50
21193	10/12/2017	Schlesinger, Aaron	\$716.80	21271	10/17/2017	Those Guys Auto	\$724.40
21194	10/12/2017	Senergy Petroleum LLC	\$16,166.30	21272	10/17/2017	Truck and Trailer Parts	\$31.84
21195	10/12/2017	Sierra Vista Shooting Range	\$160.00	21273	10/17/2017	United Fire Equip Co	\$394.70
21196	10/12/2017	Snider, Jessamyn	\$175.00	21274	10/17/2017	Watson Chevrolet Inc	\$2,498.04
21197	10/12/2017	SourceHOV	\$101.66	21275	10/17/2017	White, Teresa R	\$130.00
21198	10/12/2017	Southwest Disposal LC	\$105.26	21276	10/17/2017	Wick Comm	\$74.53
21199	10/12/2017	Southwest Gas Corp	\$46.26	21277	10/17/2017	Wick Comm	\$94.30
21200	10/12/2017	Stericycle Inc.	\$225.07	21278	10/17/2017	Wick Comm	\$50.39
21201	10/12/2017	Sulphur Springs Valley Electric Coop, Inc.	\$1,660.24	21279	10/17/2017	Willcox Auto Parts Inc.	\$734.99
21202	10/12/2017	SunEdison Services	\$9,055.62	21280	10/17/2017	WR Ryan Company	\$7,380.33
21203	10/12/2017	Tadeo Chevron	\$14.50	21281	10/17/2017	Hollister, Robert L.	\$128.45
21204	10/12/2017	Tracking Products, Inc.	\$204.00	21282	10/17/2017	Moreno, Mayra A	\$144.50
21205	10/12/2017	Trinity Services Group, Inc.	\$5,156.30	21283	10/17/2017	Traywick, Catherine Lynn	\$1,323.14
21206	10/12/2017	UniFirst Corp	\$191.22	21284	10/17/2017	Wolslagel, Merrie E.	\$144.50
21207	10/12/2017	Valley Telephone Coop, Inc.	\$413.02	21285	10/17/2017	Wright, Kimber Lee	\$71.20
21208	10/12/2017	Valley Telephone Coop, Inc.	\$398.00	21286	10/17/2017	Zavala, Shannon M	\$144.50
21209	10/12/2017	Valley Telephone Coop, Inc.	\$477.07				

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 11/14/2017

Establishing elections precincts for Cochise County.

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

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

Document Signatures: BOS Signature NOT Required **# of ORIGINALS Submitted for Signature:** 0

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

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate **Source of Mandate or Basis for Support?:** ARS 16-411

Information

Agenda Item Text:

Adopt Resolution 17-20 establishing 49 election precincts for Cochise County and defining their boundaries, effective March 1, 2018.

Background:

A.R.S. § 16-411 requires the Board of Supervisors to establish precinct boundaries on or before December 1 of each year preceding the year of a general election.

The boundaries for the 49 County precincts currently in effect were established by the Board in 2011 following the census and a consolidation of precincts. The Elections Department is proposing no changes to those boundaries at this time.

Department's Next Steps (if approved):

N/A

Impact of NOT Approving/Alternatives:

Cochise County will not be in compliance with state redistricting requirements.

To BOS Staff: Document Disposition/Follow-Up:

Notify Elections Director and the County Recorder of Board action.

Attachments

Resolution

Precinct Boundaries

Precinct Map

RESOLUTION 17-_____

**A RESOLUTION OF THE COCHISE COUNTY BOARD OF SUPERVISORS
ESTABLISHING ELECTION PRECINCTS AND DEFINING THEIR BOUNDARIES**

WHEREAS, A.R.S. §16-411 states the Board of Supervisors of each county shall on or before December 1 of each year preceding the year of a general election, by an order, establish a convenient number of election precincts in the county and define the boundaries thereof; and

WHEREAS, A.R.S. §16-412 states that for the purpose of conducting any election called pursuant to the laws of this state, precincts adopted under the provisions of A.R.S. § 16-411 shall become effective no later than March 1 of the year of the next general election.

WHEREAS, the County Elections Department proposes adopting the same boundaries for forty-nine precincts as previously established by the Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Cochise County Board of Supervisors hereby approves and declares the map attached in Exhibit "A" to be the Official Election Precinct Map for Cochise County.
2. That the Election Precincts shall be those set forth in the attached legal descriptions hereto as Exhibit "B" and incorporated by reference herein; and this designation shall be effective March 1, 2018.

APPROVED AND ADOPTED in this ___ day of October, 2017.

Ann English, Chair

ATTEST:

Arlethe Rios, Clerk of the Board

APPROVED AS TO FORM:

Britt Hanson, Chief Civil Deputy County Attorney

EXHIBIT “A”
COCHISE COUNTY ELECTION PRECINCT MAP

EXHIBIT B
LEGAL DESCRIPTION OF OFFICIAL COCHISE COUNTY
ELECTION PRECICNTS

RESOLUTION 17-_____

**A RESOLUTION OF THE COCHISE COUNTY BOARD OF SUPERVISORS
ESTABLISHING ELECTION PRECINCTS AND DEFINING THEIR BOUNDARIES**

WHEREAS, A.R.S. §16-411 states the Board of Supervisors of each county shall on or before December 1 of each year preceding the year of a general election, by an order, establish a convenient number of election precincts in the county and define the boundaries thereof; and

WHEREAS, A.R.S. §16-412 states that for the purpose of conducting any election called pursuant to the laws of this state, precincts adopted under the provisions of A.R.S. § 16-411 shall become effective no later than March 1 of the year of the next general election.

WHEREAS, the County Elections Department proposes adopting the same boundaries for forty-nine precincts as previously established by the Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Cochise County Board of Supervisors hereby approves and declares the map attached in Exhibit "A" to be the Official Election Precinct Map for Cochise County.
2. That the Election Precincts shall be those set forth in the attached legal descriptions hereto as Exhibit "B" and incorporated by reference herein; and this designation shall be effective March 1, 2018.

APPROVED AND ADOPTED in this ___ day of October, 2017.

Ann English, Chair

ATTEST:

Arlethe Rios, Clerk of the Board

APPROVED AS TO FORM:

Britt Hanson, Chief Civil Deputy County Attorney

EXHIBIT “A”
COCHISE COUNTY ELECTION PRECINCT MAP

EXHIBIT B
LEGAL DESCRIPTION OF OFFICIAL COCHISE COUNTY
ELECTION PRECICNTS

Regular Board of Supervisors Meeting

Community Development

Meeting Date: 11/14/2017

Acceptance of County Engineer's recommendation and scheduling a public hearing to establish Fan Raod as a declared County Highway.

Submitted By: Teresa Murphy, Community Development

Department: Community Development **Division:** Right of Way

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

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

NAME of PRESENTER: Karen Riggs **TITLE of PRESENTER:** Director

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate **Source of Mandate or Basis for Support?:** ARS 28-6701

Information

Agenda Item Text:

Accept the County Engineer's recommendation to establish approximately 1.1 miles of Fan Road, as described therein, as a Declared County Highway and schedule a public hearing for December 5 2017.

Background:

The surface of Fan Road, a County Maintained Road located between Central Avenue and Donahue Road near Bowie, is being upgraded as a pilot test for Highway Operations chip seal process. Fan Road has a sandy base due to the nearby sand dunes and is a good candidate to test a paving process without AB compaction. Previously the right-of-way for Fan Road had not been perfected but parcel owners on either side of the maintained portion of the road have agreed to dedicate right-of-way of varying widths to the public.

Due to the nature of the improvements it is necessary to establish this portion of Fan Road as a County highway. In accordance with statute, staff has given notice of this public hearing for two weeks in the designated newspaper.

Department's Next Steps (if approved):

Upon acceptance of the County Engineer's recommendation, a public hearing will be scheduled and advertised as required by statute.

Impact of NOT Approving/Alternatives:

That portion of Fan Road will not be established as a declared County Highway.

To BOS Staff: Document Disposition/Follow-Up:

Once signed, please return the public notice to H&F, attn: Teresa Murphy. Right-of-Way staff will submit for advertising.

Attachments

- [Executive Summary](#)
- [Executive Summary Map](#)
- [Public Notice](#)
- [Location Map](#)



COCHISE COUNTY COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

DATE: November 2, 2017

TO: Board of Supervisors

THRU: Karen C. Riggs, Director

FROM: Teresa Murphy, Right-of-Way Agent

SUBJECT: Establishing Fan Road near Bowie as a Declared County Highway

Recommendation: Staff recommends accepting the County Engineer's recommendation and setting a public hearing for December 5th, 2017 to establish a portion of Fan Road as a County Highway.

Background (Brief): The surface of Fan Road, a County Maintained Road located between Central Avenue and Donahue Road near Bowie, is being upgraded as a pilot test for Highway Operations chip seal process. Fan Road has a sandy base due to the nearby sand dunes and is a good candidate to test a paving process without AB compaction. Previously the right-of-way for Fan Road had not been perfected but parcel owners on either side of the maintained portion of the road have agreed to dedicate right-of-way of varying widths to the public.

Due to the nature of the improvements it is necessary to establish this portion of Fan Road as a County highway.

In accordance with statute, staff has given notice of this public hearing for two weeks in the designated newspaper.

Fiscal Impact & Funding Sources: No fiscal impact for establishing a highway.

Next Steps/Action Items/Follow-up: Upon acceptance of the County Engineer's recommendation, a public hearing will be scheduled and advertised as required by statute.

Impact of Not Approving: That portion of Fan Road will not be established as a declared County Highway.

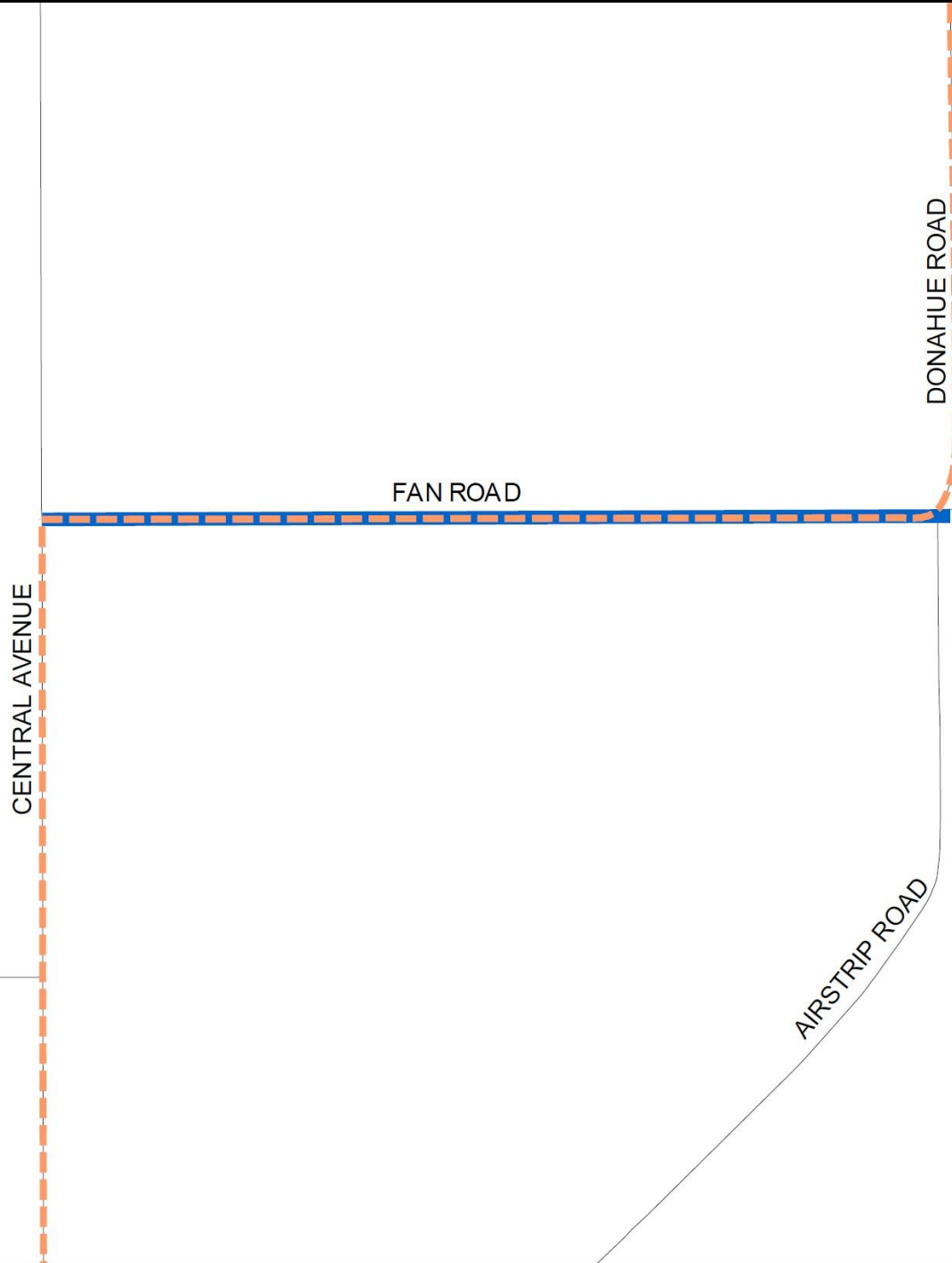


Executive Summary Map

Establishing Fan
Road as a
Declared County
Highway

Section 27
Township 12 South
Range 28 East

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



FAN ROAD

CENTRAL AVENUE

DONAHUE ROAD

AIRSTRIP ROAD

Legend

- Declared Portion of Fan Road
- Maintained Roads

PUBLIC HEARING

ESTABLISHMENT OF A COUNTY HIGHWAY

There has been filed with the Board of Supervisors of Cochise County, Arizona, a County Engineer's recommendation for the establishment of a County Highway, more particularly described as follows:

That portion of Fan Road beginning at Central Avenue, thence east to Donahue Road, approximately 1.1 miles.

Notice is hereby given that Tuesday, December 5th, 2017 at the hour of 10:00 a.m., at the Office of the Board of Supervisors in Building G, 1415 W. Melody Lane, Bisbee, Arizona, is hereby set as the time and place for Hearing on said Petition and all objections thereto, and all persons wishing to object to the action prayed for in the petition are directed to file with the Board, a statement in writing setting forth any objections, or opposition and to show cause why said petition should not be granted; and

That notice of said hearing be published in the San Pedro Valley News-Sun once (1) a week for two (2) consecutive weeks prior to the date of said hearing.

Dated this ___ day of November, 2017.

Arlethe G. Rios, Clerk of the Board

Ann English, Chairman
Board of Supervisors

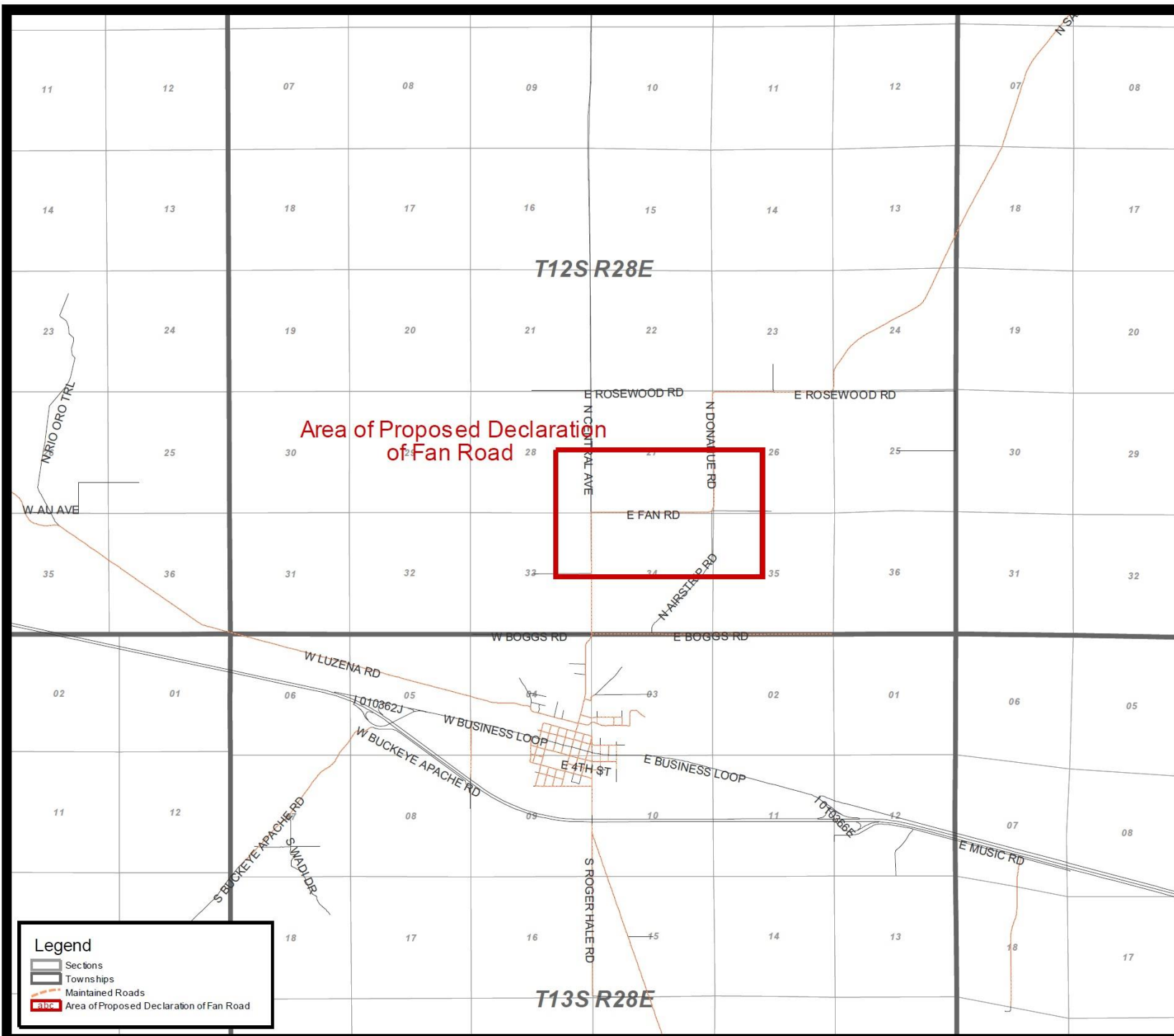


Location Map

Establishing Fan Road as a Declared County Highway

Section 27
Township 12 South
Range 28 East

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



Legend

- Sections
- Townships
- Maintained Roads
- Area of Proposed Declaration of Fan Road

Regular Board of Supervisors Meeting

Meeting Date:	11/14/2017		
Approve proposed settlement of a tax appeal			
Submitted By:	Sue Blanchard, County Attorney		
Department:	County Attorney		
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?:	Not Mandated	Source of Mandate or Basis for Support?:	

Information

Agenda Item Text:

Approve the proposed settlement of the Tax Appeal in Edward Williams and Dori J. Williams v. Cochise County, ST2017-000361, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

Background:

Taxpayers filed a civil action in Arizona Tax Court, seeking a reduction in assessed value for parcel number 410-17-005 for tax years 2017 and 2018. After inspecting the property, reviewing the taxpayers' documentation and other market factors/comparables, the Assessor agrees that the parcel's classification and value for tax years 2017 and 2018 should be changed and/or lowered. The Assessor recommended a settlement offer as follows.

For Tax Year 2018:

A reduction in full cash value from \$288,711 to \$87,000.

A reduction in limited property value from \$288,711 to \$72,026.

For Tax Year 2017:

A reduction in full cash value from \$288,711 to \$75,000.

A reduction in limited property value from \$288,711 to \$68,597.

For Tax Years 2017 and 2018:

The assessment ratio shall change from 18% to 15.7% and the legal class shall change from 1.12 to 1.12/3.

The taxpayers have accepted the settlement offer.

Fiscal Impact & Funding Sources: Not applicable, no funding sources are required. Fiscal impact will be a reduction in the tax base.

Department's Next Steps (if approved):

Upon approval by the Board, counsel for the County will sign a stipulation for entry of Judgment that has already been signed by the taxpayers, and will submit a form of Judgment to the Arizona Tax Court disposing of this matter pursuant to the settlement terms.

Impact of NOT Approving/Alternatives:

Additional litigation for the County with the risk that the Court may (1) rule in the taxpayers' favor; (2) order a larger reduction in the assessed value of the subject property; and (3) order the County to pay the Plaintiffs' fees and costs.

To BOS Staff: Document Disposition/Follow-Up:

Advise County Attorney's Office - Civil Division upon Board's approval.

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 11/14/2017

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: 11/14/2017
Healthy People Healthy Communities
Submitted By: Briggita Hodges, Health & Social Services
Department: Health & Social Services
Presentation: No A/V Presentation
Document Signatures: BOS Signature NOT Required

Recommendation: Approve
of ORIGINALS Submitted for Signature: 0
TITLE of PRESENTER: Prevention Director
Source of Mandate or Basis for Support?:

NAME of PRESENTER: Judith Gilligan
Mandated Function?: Not Mandated

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 Amendment 4 to ADHS16-109191 contract for the Healthy People/Healthy Communities Program, between the Arizona Department of Health Services and Cochise Health & Social Services, for the period of July 1, 2017 through June 30, 2018, which adds confirmed federal funding in the amount of \$40,686 for quarters 2 through 4 of the fiscal year for accreditation activities.

Background:

In order to best implement the goals of the Arizona State Health Improvement Plan (AzHIP), ADHS developed a process to align strategies and improve integration of public health prevention programs. Multiple Bureaus within ADHS have collaborated on the development of this Intergovernmental Agreement (IGA) which combines seven programs into one shared IGA. Programs included in this IGA address several health priorities from the AzHIP, including but not limited to: cardiovascular disease, chronic lower respiratory diseases, diabetes, unintentional injury, obesity, teen pregnancy, tobacco, and access to well care. This IGA includes opportunities to address crosscutting strategies, such as enhancing the physical and built environment, school health, and worksite wellness.

Department's Next Steps (if approved):

Your approvals are respectfully requested.

Impact of NOT Approving/Alternatives:

Not approving this amendment would result in the termination of all included CHSS contracts to provide the services described above to improve the health of Cochise County residents.

To BOS Staff: Document Disposition/Follow-Up:

N/A

Budget Information

Information about available funds

Budgeted: **Funds Available:** **Amount Available:** 684356.00
Unbudgeted: **Funds NOT Available:** **Amendment:**

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2017-2018

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

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

County Match Required? (\$\$\$): 0.00

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

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

This is a grant-funded fixed-price program through the Arizona Department of Health Services in the amount of \$684,356. The net county subsidy remains unchanged from the original approval.

Attachments

Executive Summary
Grant Approval Form
Agreement

Executive Summary Form

Agenda Number: HLT (Integrated IGA)

Recommendation:

Approve ADHS16-109191 Amendment 4, Healthy People Healthy Communities, between the Arizona Department of Health Services and Cochise Health & Social Services, for the period of 07/01/2017 to 6/30/2018. This amendment provides a new price sheet for 07/01/2017 through 06/30/2018 in the amount of \$684,356. This adds recently confirmed federal funding in the amount of \$40,686 for quarters 2 through 4 of the fiscal year for Accreditation activities.

Background (Brief):

In order to best implement the goals of the Arizona State Health Improvement Plan (AzHIP), ADHS developed a process to align strategies and improve integration of public health prevention programs. Multiple Bureaus within ADHS have collaborated on the development of this Intergovernmental Agreement (IGA) which combines seven programs into one shared IGA. Programs included in this IGA address several health priorities from the AzHIP, including but not limited to: cardiovascular disease, chronic lower respiratory diseases, diabetes, unintentional injury, obesity, teen pregnancy, tobacco, and access to well care. This IGA includes opportunities to address crosscutting strategies, such as enhancing the physical and built environment, school health, and worksite wellness.

Fiscal Impact & Funding Sources:

This is a grant-funded fixed-price program through the Arizona Department of Health Services in the amount of \$684,356. The net county subsidy remains unchanged from the original approval.

Next Steps/Action Items/Follow-up: Your approvals are respectfully requested.

Impact of Not Approving:

Not approving this amendment would result in the termination of all included CHSS contracts to provide the services described above to improve the health of Cochise County residents.

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:
www.CFDA.gov

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant: Yes No

Grant No:

Amendment: Yes No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

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

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

Is revertment of unexpected funds required at the end of grant period? Yes No

(a) Total indirect (A-87) Cost Allocation:

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

Is there a Secondary Grant Award associated with this Grant? Yes No

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

NOTE: Please attach this Grant Approval form to the AgendaQuick item. The AgendaQuick "Grant Approval template" must be used. Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed GRANT DOCUMENT (not this approval form) to the Finance Department.



**INTERGOVERNMENTAL AGREEMENT(IGA)
AMENDMENT**

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**

150 N. 18th Ave Suite 260
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Agreement No: **ADHS16-109191**

Amendment No. 4

Procurement Officer:
Russell Coplen

Healthy People Healthy Communities

Effective upon signature, it is mutually agreed that the Agreement referenced above is amended as follows:

- 1. Pursuant to Terms and Conditions, Provision Six (6). Contract Changes, Section 6.1 Amendments, Purchase Orders and Change Orders, the Price Sheet is revised and replaced by the Price Sheet of this Amendment Four (4).

All other provisions shall remain in its entirety.

Cochise County		CONTRACTOR SIGNATURE	
Contractor Name		Contractor Authorized Signature	
1415 W. Melody Lane Building A		Printed Name	
Address		Title	
Bisbee	AZ	85603	
City	State	Zip	
CONTRACTOR ATTORNEY SIGNATURE		This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.	
Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.		State of Arizona	
Signature _____ Date _____		Signed this _____ day of _____ 2017	
Printed Name _____		Procurement Officer _____	
Attorney General Contract No. P0012014000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.			
Signature _____ Date _____			
Assistant Attorney General			
Printed Name: _____			



**INTERGOVERNMENTAL AGREEMENT(IGA)
AMENDMENT**

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**

150 N. 18th Ave Suite 260
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Agreement No: **ADHS16-109191**

Amendment No. 4

Procurement Officer:
Russell Coplen

PRICE SHEET

COCHISE – ADHS16-109191

JULY 1, 2017 - JUNE 30, 2018

ACTION PLAN

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Action Plan – All Programs	EA	1	\$72,776.00	\$72,776.00
TOTAL		1	\$72,776.00	\$72,776.00

TOBACCO

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Prevention, Cessation, Secondhand Smoke, Enforcement)	QTR	4	\$73,121.25	\$292,485.00
TOTAL		4	\$73,121.25	\$292,485.00

HEALTH IN ARIZONA POLICY INITIATIVE

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Alzheimer’s, Chronic Pulmonary Disease, Hypertension, Self-Management, Procurement, Healthy Community Design, School Health, Worksite Wellness, Clinical Care, and Special Health Care Needs)	QTR	4	\$19,185.75	\$76,743.00
TOTAL		4	\$19,185.75	\$76,743.00



**INTERGOVERNMENTAL AGREEMENT(IGA)
AMENDMENT**

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**

150 N. 18th Ave Suite 260
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Agreement No: **ADHS16-109191**

Amendment No. 4

Procurement Officer:
Russell Coplen

PREVENTIVE HEALTH AND HEALTH SERVICES BLOCK GRANT

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Fees for Accreditation, Quality Improvement Projects, Workforce Development Implementation, Performance Management Documentation, Progress Toward County Health Improvement Plan)	QTR	1	\$13,562.00	\$13,562.00
		3	\$13,562.00	\$40,686.00
TOTAL		4		\$54,248.00

FAMILY PLANNING / MATERNAL and CHILD HEALTH (Title V Block Grant)

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies	QTR	4	\$19,743.00	\$78,972.00
TOTAL		4	\$19,743.00	\$78,972.00

TEEN PREGNANCY PREVENTION

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies	QTR	4	\$27,283.00	\$109,132.00
TOTAL		4	\$27,283.00	\$109,132.00

TOTAL

ITEM/SERVICE DESCRIPTION				TOTAL
GRAND TOTAL				\$684,356.00

Regular Board of Supervisors Meeting

Meeting Date: 11/14/2017

Child Care Health Consultants

Submitted By: Briggita Hodges, Health & Social Services

Department: Health & Social Services

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS 0

Submitted for Signature:

NAME of PRESENTER: Maureen Kappler

TITLE of PRESENTER: Public Health Nurse

Mandated Function?: Not Mandated

Source of Mandate 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:

Accept the Legacy Foundation Funding of \$2,000 for all costs associated with Ms. Bonnie Bazata's Presentation on Ending Poverty.

Background:

Bonnie Bazata presented at a First Things First Conference in Phoenix in May of 2017. The CCHCs who attended felt that the strategies she presented to build bridges out of poverty (to end the war on poverty) to understand the role of excellent nutrition to developing brains of infants and children; and to increase interactions with children to close the 3-million-word gap that leaves children unable to have successful school careers, should be shared with early childhood educators. Our budget (226) had already been submitted and did not cover this large undertaking, so the Legacy Foundation offered support to this endeavor.

Department's Next Steps (if approved):

Your approvals are respectfully requested. Legacy Foundation has already submitted a \$2000.00 check to Cochise County Government this will reimburse the above stated items related to hosting an out of town presenter who worked Friday evening and Saturday morning with us to provide Cochise County relevant information free to the public. The goal of First Things First in Cochise County is to increase quality of childcare in the 0 to 5 year old population, ensure a successful transition to Kindergarten and the health and safety of children in this age group. The other very important tie-in with this presentation is that it also addresses Goal #2, improving the economy of Cochise County and increasing job growth, which her strategies address.

Impact of NOT Approving/Alternatives:

The presentation was October 28, 2017. If all the funds have to come out of #226, we will not be able to purchase some much needed equipment (eye vision screening that comes to about \$7,000) and will not be able to provide required CCHC visits to Willcox and Benson child care facilities and pre-schools.

To BOS Staff: Document Disposition/Follow-Up:

N/A

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available: 2000.00

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2018

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

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

County Match Required? (\$\$\$): 0.00

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

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

The Legacy Foundation of Southern Arizona as well as Buena waiving half the fee for IT, maintenance on a Saturday morning. No net county subsidy.

Attachments

- [Executive Summary](#)
 - [Grant Approval Form](#)
 - [Grant Application](#)
-
-

Executive Summary Form

Agenda Number: HLT 3695

Recommendation:

Please accept the Legacy Foundation Funding of \$2000.00 for the Bonnie Bazata Presentation on Ending Poverty to cover Ms. Bazata's hotel for Friday night, mileage of 150 miles round trip from Tucson, Food , coffee and incidentals for refreshments for the attendees and Per Diem for Ms Bazata for supper on Friday, Breakfast and lunch on Saturday. Buena High School waived some of the use fee, but we had to cover the cost of an IT person and maintenance and cleaning of the lobby, auditorium and bathrooms which came to \$400.00. This is a cost reimbursement grant, so if there are left over funds, they will be returned to the Legacy Foundation. Ms. Bazata is a Pima County Employee and came to Sierra Vista on her own time with her own vehicle.

Background (Brief): Bonnie Bazata presented at a First Things First Conference in Phoenix in May of 2017. The CCHCs who attended felt that the strategies she presented to build bridges out of poverty (to end the war on poverty) to understand the role of excellent nutrition to developing brains of infants and children; and to increase interactions with children to close the 3-million-word gap that leaves children unable to have successful school careers, should be shared with early childhood educators. Our budget (226) had already been submitted and did not cover this large undertaking, so the Legacy Foundation offered support to this endeavor.

Fiscal Impact & Funding Sources: The Legacy Foundation of Southern Arizona as well as Buena waiving half the fee for IT, maintenance on a Saturday morning. No net county subsidy.

Next Steps/Action Items/Follow-up: Your approvals are respectfully requested. Legacy Foundation has already submitted a \$2000.00 check to Cochise County Government this will reimburse the above stated items related to hosting an out of town presenter who worked Friday evening and Saturday morning with us to provide Cochise County relevant information free to the public. The goal of First Things First in Cochise County is to increase quality of childcare in the 0 to 5 year old population, ensure a successful transition to Kindergarten and the health and safety of children in this age group. The other very important tie-in with this presentation is that it also addresses Goal #2, improving the economy of Cochise County and increasing job growth, which her strategies address.

Impact of Not Approving: The presentation was October 28, 2017. If all the funds have to come out of #226, we will not be able to purchase some much needed equipment (eye vision screening that comes to about \$7,000) and will not be able to provide required CCHC visits to Willcox and Benson child care facilities and pre-schools.

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:
www.CFDA.gov

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant: Yes No

Grant No:

Amendment: Yes No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

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

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

Is revertment of unexpected funds required at the end of grant period? Yes No

(a) Total indirect (A-87) Cost Allocation:

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

Is there a Secondary Grant Award associated with this Grant? Yes No

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

NOTE: Please attach this Grant Approval form to the AgendaQuick item. The AgendaQuick "Grant Approval template" must be used. Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed GRANT DOCUMENT (not this approval form) to the Finance Department.

Application

[Public Profile](#)

Cochise County Health department

Process: 2018 Sponsorship Request

Contact Info

Applicant:

Kimber Wright
kwright@cochise.az.gov



Organization:

Cochise Health and Social Services

[Contact Email History](#)

i If your organization information does not appear correct, please contact the funder. Thank you.

Application

[Application Packet](#)
[Question List](#)

i Fields with an asterisk (*) are required.

✓ Sponsorship Information

Name of Organization*

Cochise County Health department

Describe event being sponsored*

Ending Poverty Now workshop focusing on strategies to break the cycle of poverty within our community. Lecturer: Bonnie Bazata, Ending Poverty Now Program Man

What is the date of the event?*

28 October 2017

Amount Requested*

Please provide the amount you are requesting from the Legacy Foundation.

\$ 2000.00

What geographic area does this sponsorship benefit?*

Please select geographic area(s) benefitted by this sponsorship.

- All of Cochise County
- Bisbee/Naco
- Northern Cochise: Benson/St. David
- Northern Cochise: Bowie/San Simone
- Northern Cochise: Sunsites/Pearce/Sunizona
- Northern Cochise: Willcox
- Northern Cochise: Winchester Heights
- Sierra Vista
- Sierra Vista/Hereford/Palominas
- Sierra Vista/Huachuca City/Whetstone
- Sierra Vista/Tombstone
- Southeast Cochise: Douglas/Pirtleville
- Southeast Cochise: Elfrida/McNeal
- Southeast Santa Cruz: Elgin/Sonoita

Please upload a flyer or other media you may have regarding this event.

Poverty flier updated.pdf [402.4KiB]

Upload W-9

Please upload a copy of your organization's W-9 if you have *not* received prior funding from us

Regular Board of Supervisors Meeting

Meeting Date: 11/14/2017

New Liquor License Birds & Barrels Vineyard and Winery, LLC Farm Winery Series 13

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

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 license submitted by Ms. Monica Sue Preston for Birds and Barrels Vineyard, LLC, located at 5000 E. Arzberger Road, Willcox, AZ 85643.

Background:

Ms. Monica Sue Preston has applied for a series #13 Farm Winery liquor license for Birds & Barrels Vineyards & Winery LLC, located at 5000 E. Arzberger Road, Willcox, AZ 85643. 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 Health Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.

Ms. Preston 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 Redacted

Department Review Forms

Affidavit of Posting



17 SEP 7 Liq. Dept PM 3:19

17 AUG 7 Liq. Dept PM 12:25

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

License # 13023052
Date Accepted: 9/25/17
CSR: [Signature]

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. § 44-6852)

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)

17 SEP 25 Liq. Lic. PM 2:19

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.): Farm Winery. 2. LICENSE # (if issued): 13023052

SECTION 4 Applicants

- Agent's Name: Preston Last, Monica First, Sue Middle
Applicant/Licensee Name: Birds and Barrels Vineyard and Winery, LLC B1059644
Business Name (Doing Business As-DBA): Birds and Barrels Vineyard and Winery, LLC
Business Location Address: 5,000 E. Arzberger Rd. Willcox AZ 85643 Cochise County B1059647
Mailing Address: 5,000 E. Arzberger Rd. Willcox AZ 85643
Business Phone: 402-478-6632. Daytime Contact Phone: 402-478-6632.
Email Address: preston.saz@gmail.com
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?

Fees: Application \$100.00, Interim Permit, Department Use Only Site Inspection, Finger Prints \$44.00, Total of All Fees \$144.00
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: 6/27/2017. State where Incorporated/Organized: AZ

b) AZ Corporation or AZ L.L.C. File No: L21984043. Date authorized to do business in AZ 6/29/17

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
Preston	Monica	Sue	member	50%	5000 E. Arzberger Rd	Willcox	AZ	85643
Preston	Chad.	Edward	member.	50%	5000 E. Arzberger Rd.	Willcox	AZ	85643.

(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.

<u>NOTARY</u>	
State of Arizona)
)
County of _____)
On this _____ Day of _____, 20____ before me personally appeared _____	
<small>Day</small>	<small>Month</small>
<small>Year</small>	<small>(Print Name of Document Signer)</small>
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 SPIRITIOUS LIQUOR IS SERVED.

SECTION 9 Person to Person – Current Licensee Information ARSS4-203(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: _____ 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 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? \$ 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? 11 / 23 / 2018

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.

N 1
1/10 Scale.

← 30' → 20' ↓
Patio

20' ← →
Patio ↓ 80'

50' ENTRANCE EXIT

Case Storage

Barrel Storage

Roll-up door E/E

Roll-up door

Roll-up door E/E

Roll-up door E/E

100' Crush pad

Roll-up door E/E

Total 6,670 ft².

ENTRANCE EXIT

ENTRANCE EXIT

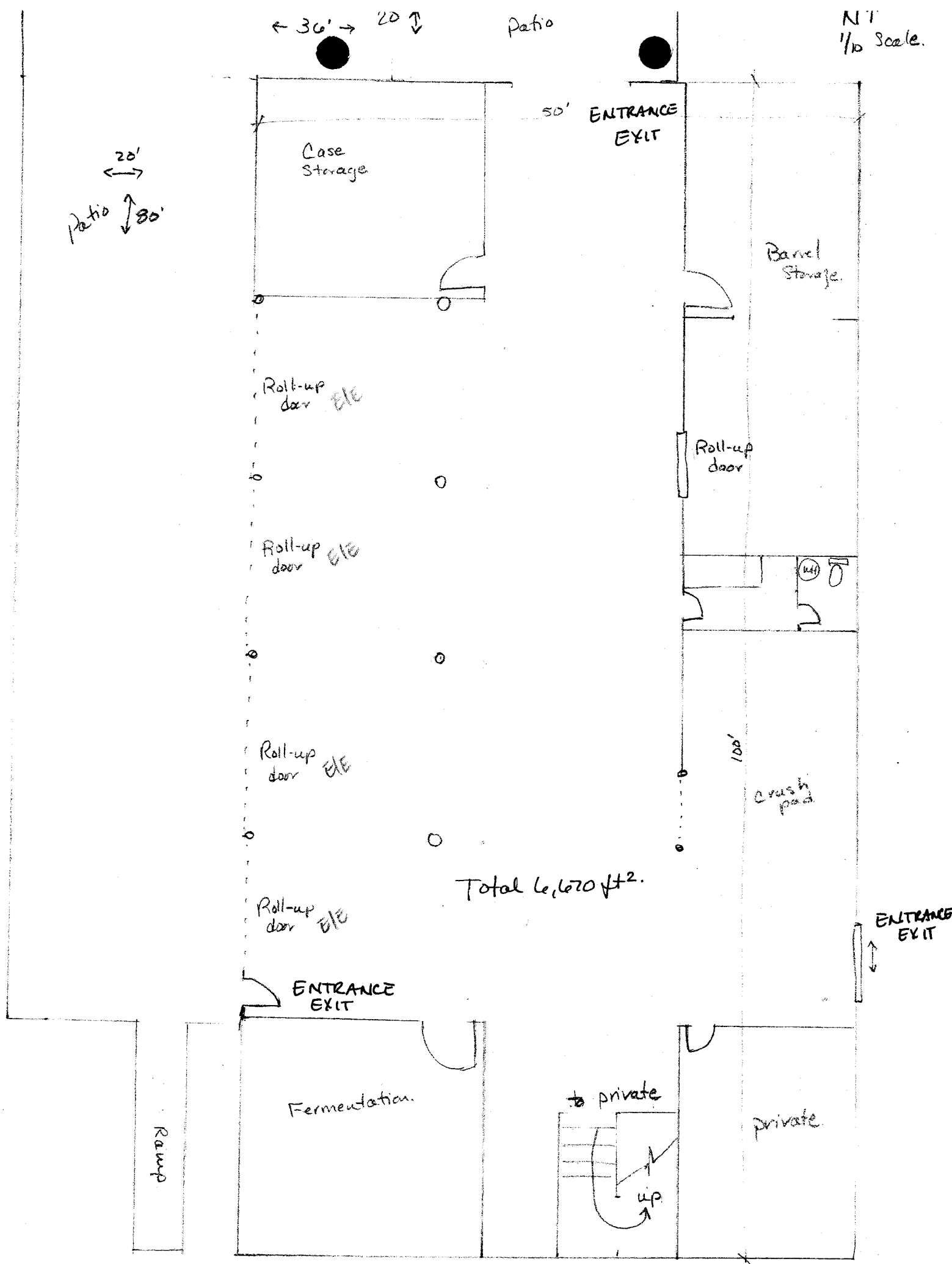
Ramp

Fermentation

to private

private

up



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.

MP
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

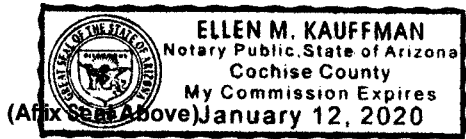
I, (Signature) Monica S. Preston, hereby declare that I am the Owner/Agent filing this application, I have read this document and verify the content and all statements are true, correct and complete, to the best of my knowledge.

NOTARY

State of Arizona)
County of Cochise }

On this 2 Day of August, 2017 before me personally appeared Monica S. Preston
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.



Ellen Kauff
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 SEP 7 Liq. Dept PM 3:19

17 AUG 7 Liq. Dept PM 12:25



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

804,506

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

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

P1079003

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 #: 13023052
(if the location is currently licensed)

1. Check the Appropriate Box

Form with checkboxes for Controlling Person, Agent, and Manager.

2. Name: Preston Last, Monica First, Sue Middle, Birth Date: (NOT a public record)

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

4. Place of birth: Hutchinson KS USA, Height: 5'5", Weight: 150, Eyes: BR, Hair: BR.

5. Name of current/most recent spouse: Preston Chad, Edward, 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: 03.03.1970

7. Daytime telephone number: 602.478.6632, E-mail address: preston.5az@gmail.com.

8. Business Name: Birds and Barrels Vineyards and Winery, LLC, Business Phone: 402/478/6632

9. Business Location Address: 5000 E. Arzberger Rd, Wilcox AZ Cochise 85643

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

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYERS NAME OR NAME OF BUSINESS.

(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
7/15	CURRENT	0	5000 E. Arzberger Rd.	Willcox	Az	85643
8/06	7/15	0	1944 E. Grandview St.	Mesa	Az	85203

(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 Name) Monica Sue Preston, 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.


SIGNATURE: Monica S. Preston

NOTARY

State of Arizona)
County of Cochise)

On this 2 Day of August, 2017 before me personally appeared Monica S. Preston
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.



ELLEN M. KAUFFMAN
Notary Public, State of Arizona
Cochise County
My Commission Expires
January 12, 2020

(Affix Seal Above)

Ellen M. Kauffman
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
800 W. Washington 5th Floor
Phoenix, AZ 85007
(602) 542-5141

**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) Monica Sue Preston

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 Hutchinson State (or equivalent) KS. Country or Territory USA.

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

2) Name of document: Arizona 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.

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.

Monica Sue Preston

Individual Owner/Agent Printed Name

8.2.17

Today's Date

Monica S. Preston

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



9 CLASS D
9a END NONE 4d DLN [REDACTED]
12 REST NONE 3 DOB [REDACTED]

1 PRESTON
2 MONICA S
8 5000 E ARZBERGER RD
WILCOX, AZ 85643-4696


4b EXP 03/03/2035 4a ISS 03/02/2016

15 SEX F 18 EYES BRO
16 HGT 5'-05" 19 HAIR BRO
17 WGT 148 lb

Monica S. Preston

5 DD 6141C0706P0824M0

Arizona DRIVER LICENSE USA



9 CLASS D
9a END NONE 4d DLN [REDACTED]
12 REST NONE 3 DOB [REDACTED]

1 PRESTON
2 CHAD EDWARD
8 5000 E ARZBERGER RD
WILCOX, AZ 85643-4696

4b EXP 11/08/2034 4a ISS 09/10/2015

15 SEX M 18 EYES BLU
16 HGT 6'-00" 19 HAIR BLN
17 WGT 185 lb

Chad

5 DD 4016MV610P1304C9

Certificate # INT-8124

17 SEP 7 Liq. Dept PM 3:19

17 SEP 7 Liq. Dept PM 12:26

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

<input checked="" type="checkbox"/>	On-sale
<input checked="" type="checkbox"/>	Off-sale
<input checked="" type="checkbox"/>	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

Monica Preston
Full Name (please print)

Monica S. Preston
Signature

11/17/2015
Training Completion Date

11/17/2018
Certificate Expiration Date
(three years from completion date)

Training Provider Information

Masters of Beverage Inc.

Company Name

635 West Aviary Way Gilbert AZ 85223

Mailing Address

(602) 421-5891

Daytime Contact Phone Number

I, Gregg Poetschke
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

17 / 11 / 2015
Day Mo 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) | Government (series 5) | Bar (series 6) | Beer & Wine Bar (series 7) |
| Conveyance (series 8) | Liquor Store (series 9) | Private Club (series 14) | Hotel/Motel w/restaurant (series 11) |
| Restaurant (series 12) | In-state Farm Winery (series 13) | | 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.



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

804,506

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

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

P1079004

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#: 13023052
(if the location is currently licensed)

1. Check the Appropriate Box

Form with checkboxes for Controlling Person, Agent, and Manager.

2. Name: Preston Chad Edward Birth Date:
Last First Middle (NOT a public record)

3. Social Security #: Driver License #: State: Arizona

4. Place of birth: Spencer IA USA Height: 72" Weight: 225 Eyes: BLU Hair: BLD
City State COUNTRY (not county)

5. Name of current/most recent spouse: Preston Monica Sue Miller 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: June 1972
A.R.S. §4-202(A) and (C)

7. Daytime telephone number: 520-507-0354 E-mail address: Chad Preston AZ @ Gmail.com

8. Business Name: Birds and Barrels Vineyards and Winery, LLC Business Phone: 602 / 478 / 6632

9. Business Location Address: 5,000 E Arzberger Rd. Willcox AZ Cochise 85643.
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.

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYERS NAME OR NAME OF BUSINESS.

(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
7/15	CURRENT	0	5000 E. Arzberger Rd.	Willcox	AZ	85643.
8/06	7/15	0	1944 E. Grandview St.	Mesa	AZ	85203

(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 Name) Chad E. Preston, 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.

SIGNATURE: [Signature]

NOTARY

State of Arizona)
County of Cochise)

On this 2 Day of August, 20 17 before me personally appeared Chad Preston
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.

SILVIA KAUFFMAN
Notary Public, State of Arizona
Cochise County
My Commission Expires
January 12, 2020

(Affix Seal Above)

[Signature]
Signature of NOTARY PUBLIC

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

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

SIGNATURE: [Signature]

Certificate # 17105

<input checked="" type="checkbox"/>	On-sale
<input checked="" type="checkbox"/>	Off-sale
<input checked="" type="checkbox"/>	On- and off-sale

**Certificate of Completion
For
Title 4 BASIC 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.

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

GRAD PRISTON
Full Name (please print)

[Signature]
Signature

07/28/2017
Training Completion Date

07/28/2020
Certificate Expiration Date
(three years from completion date)

Training Provider Information

Masters of Beverage Inc.

Company Name

635 West Aviary Way Gilbert AZ 85223

Mailing Address
(602) 421-5891

Daytime Contact Phone Number

I, [Signature], certify that the above named individual did successfully complete
Instructor Name (please print)

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] 25/07/2017
Instructor Signature Day Mo 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) | Government (series 5) | Bar (series 6) | Beer & Wine Bar (series 7) |
| Conveyance (series 8) | Liquor Store (series 9) | Private Club (series 14) | Hotel/Motel w/restaurant (series 11) |
| Restaurant (series 12) | In-state Farm Winery (series 13) | | 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.

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Monica Preston Address: 5000 E. Arzberger Rd.
Business Name: Birds and Barrels Vineyard and Winery, LLC City/Zip: Willcox 85643
Liquor License #: 13023052 Parcel #: 305-53-011A
Ownership Type: Limited Liability Corporation Liquor License Special Event Liquor License
Partner(s): Chad Edward Preston

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:

Name: KATHLEEN WILSON Title: TAX SPECIALIST 1
Signature: KATHLEEN WILSON Date: 10/4/2017
Contact phone: 520-432-8404 Email: KWILSON@COCHISE.AZ.GOV

Return completed form with any attachments by: 10/12/17

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Monica Preston Address: 5000 E. Arzberger Rd.
Business Name: Birds and Barrels Vineyard and Winery, LLC City/Zip: Willcox 85643
Liquor License #: 13023052 Parcel #: 305-53-011A
Ownership Type: Limited Liability Corporation Liquor License Special Event Liquor License
Partner(s): Chad Edward Preston

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 responded to a significant number of incidents at the above location within the last 5 years.

Based on the above information, the Sheriff's Office recommendation to the Board of Supervisors is:	Approval <input type="checkbox"/>	Disapproval <input type="checkbox"/>	No Recommendation <input checked="" type="checkbox"/>
---	-----------------------------------	--------------------------------------	---

Name: Richard Morales

Title: Patrol Lieutenant

Signature: 

Date: 10-21-17

Contact phone: (520) 586-8152

Email: RDMorales@cochise.az.gov

Return completed form with any attachments by:

10/12/17

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:	<u>Monica Preston</u>	Address:	<u>5000 E. Arzberger Rd.</u>
Business Name:	<u>Birds and Barrels Vineyard and Winery, LLC</u>	City/Zip:	<u>Willcox 85643</u>
Liquor License #:	<u>13023052</u>	Parcel #:	<u>305-53-011A</u>
Ownership Type:	<u>Limited Liability Corporation</u>	Liquor License	<input checked="" type="checkbox"/> Special Event Liquor License <input type="checkbox"/>
Partner(s):	<u>Chad Edward Preston</u>		

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 <input checked="" type="checkbox"/>	Disapproval <input type="checkbox"/>
---	---	---

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning?	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>	Zoning:	RU-4
Use permitted by P&Z?	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>	Permit#:	Exempt, no permit required
Date Permit Issued:	N/A		Use Permitted:	Ag Processing Services, On-Site
If use not permitted, is it LNC?	Y <input type="checkbox"/>	N <input checked="" type="checkbox"/>	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: <u>Dora V Flores</u>	Title: <u>Zoning Administrator</u>
Signature: <u>Dora V Flores</u>	Date: <u>October 12, 2017</u>
Contact phone: <u>520.432.9300</u>	Email: dflores@cochise.az.gov

Return completed form with any attachments by: 10/12/17

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Monica Preston Address: 5000 E. Arzberger Rd.
Business Name: Birds and Barrels Vineyard and Winery, LLC City/Zip: Willcox 85643
Liquor License #: 13023052 Parcel #: 303-53-011A
Ownership Type: Limited Liability Corporation Liquor License Special Event Liquor License
Partner(s): Chad Edward Preston

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: Interim EH Director
Signature: *Michael McGee* Date: 10/5/17
Contact phone: 586-8206 Email: mmcgee@cochise.az.gov

Return completed form with any attachments by: 10/12/17



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: 10-12-2017 Date of Posting Removal: 11-2-2017

Applicant's Name: Preston Monica Sue
Last First Middle

Business Address: 5000 E. Arzberger Rd. Willcox 85643
Street City Zip

License #: 13023052

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 520432-9270
Print Name of City/County Official Title Phone Number

Charles R Cooper 11-2-17
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.



Regular Board of Supervisors Meeting

Meeting Date: 11/14/2017
Z-17-03 (Goethe) - A request to Amend the Zoning of Parcel 106-70-116A to GB from MH-72
Submitted By: Peter Gardner, Community Development
Department: Community Development
Presentation: PowerPoint **Recommendation:** Approve
Document Signatures: BOS **# of ORIGINALS** 1
Signature **Submitted for Signature:**
Required
NAME Peter **TITLE** Planner I
of PRESENTER: Gardner **of PRESENTER:**
Mandated Function?: Not **Source of Mandate**
Mandated **or Basis for Support?:**
Docket Number (If applicable): Z-17-03
(Goethe)

Information

Agenda Item Text:

Adopt Zoning Ordinance 17-03 approving Docket Z-17-03, amending the zoning district designation for parcel 106-70-116A to General Business (GB) from Multiple Household Residential/One Dwelling per 7,200 (MH-72), pursuant to the request of Mr. William Goethe.

Background:

APPLICATION FOR A REZONING

The Applicant is requesting a rezoning from MH-72 (Multiple Household Residential; one dwelling per 7,200 square feet) to GB (General Business). The request is to facilitate the construction of a Storage and Office Building. The subject parcel is 0.80 acres (34,804 square feet) in size. The subject parcel, APN 106-70-116A, is located at the southeast corner of N. 5th Street and Denman Avenue in the Fry Townsite. The Applicant is Bill Goethe.

I. PLANNING & ZONING RECOMMENDATION

On Wednesday, October 11, 2017, the Planning and Zoning Commission voted 5-0 to forward this Docket to the Board of Supervisors with a recommendation of approval. The motion included the conditions of approval recommended by staff.

II. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING LAND USES

Parcel Size: 0.80 acres (34,804 sq. ft.)
Current Zoning: MH-72 (Multiple Household Residential; one dwelling per 7,200 sq. ft.)
Proposed Zoning: GB (General Business)
Growth Area: A – Urban Growth Area
Plan Designation: Enterprise Redevelopment
Area Plan: None
Existing Uses: None
Proposed Uses: Office and Storage Building

Zoning/Use of Surrounding Properties

Relation to Subject Parcel	Zoning District	Use of Property
North	GC (City)	Denman Ave/Subsidized Housing Complex
South	MH-72	Rental Residential Complex
East	GB	Rental Residential Complexes, Auto Repair, Contract Construction
West	MHR(City)	N. 5th Street/Vacant

III. PARCEL HISTORY

A mobile home park was established in 1957, and expanded through 1966. The park was cited multiple zoning violations from the 1990's onward. In 2017, the parcel was deeded to the City of Sierra Vista after a joint City/County effort to remediate numerous distressed properties belonging to an owner in the Fry Townsite. The site was then purchased by the Applicant, who then pulled permits to demolish the structures and clean the property. The property is currently vacant following these efforts.

Department's Next Steps (if approved):

Planning Staff will submit a copy of the recorded ordinance to GIS to amend the official County Zoning Map to reflect the action.

Impact of NOT Approving/Alternatives:

If the Board does not approve the Zoning Ordinance, the subject parcel will retain the existing MH-72 zoning designation.

To BOS Staff: Document Disposition/Follow-Up:

After the Chair signs the Zoning Ordinance, Board Staff should send a recorded copy of the same to the Planning Staff for our records.

Budget Information

Information about available funds

Budgeted:
Unbudgeted:

Funds Available:
Funds NOT Available:

Amount Available:
Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Staff Memo

Staff Memo Attachments

Draft Ordinance

Exhibit A

Presentation



Cochise County
Community Development
 Planning, Zoning and Building Safety Division

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

MEMORANDUM

TO: Cochise County Board of Supervisors
THROUGH: Ed Gilligan, County Administrator
FROM: Peter Gardner, Planner I
FOR: Ed Gilligan, Interim Planning Director
SUBJECT: Docket Z-17-03 (Goethe)
DATE: September 27, 2017 for the October 11, 2017 Meeting

APPLICATION FOR A REZONING

The Applicant is requesting a rezoning from MH-72 (Multiple Household Residential; one dwelling per 7,200 square feet) to GB (General Business). The request is to facilitate the construction of a Storage and Office Building. The subject parcel is 0.80 acres (34,804 square feet) in size.

The subject parcel, APN 106-70-116A, is located at the southeast corner of N. 5th Street and Denman Avenue in the Fry Townsite. The Applicant is Bill Goethe.

I. PLANNING & ZONING RECOMMENDATION

On Wednesday, May 10, 2017, the Planning and Zoning Commission voted 5-0 to forward this Docket to the Board of Supervisors with a recommendation of approval. The motion included the conditions of approval recommended by staff.

II. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING LAND USES

Parcel Size:	0.80 acres (34,804 sq. ft.)
Current Zoning:	MH-72 (Multiple Household Residential; one dwelling per 7,200 sq. ft.)
Proposed Zoning:	GB (General Business)
Growth Area:	A – Urban Growth Area
Plan Designation:	Enterprise Redevelopment
Area Plan:	None
Existing Uses:	None
Proposed Uses:	Office and Storage Building

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

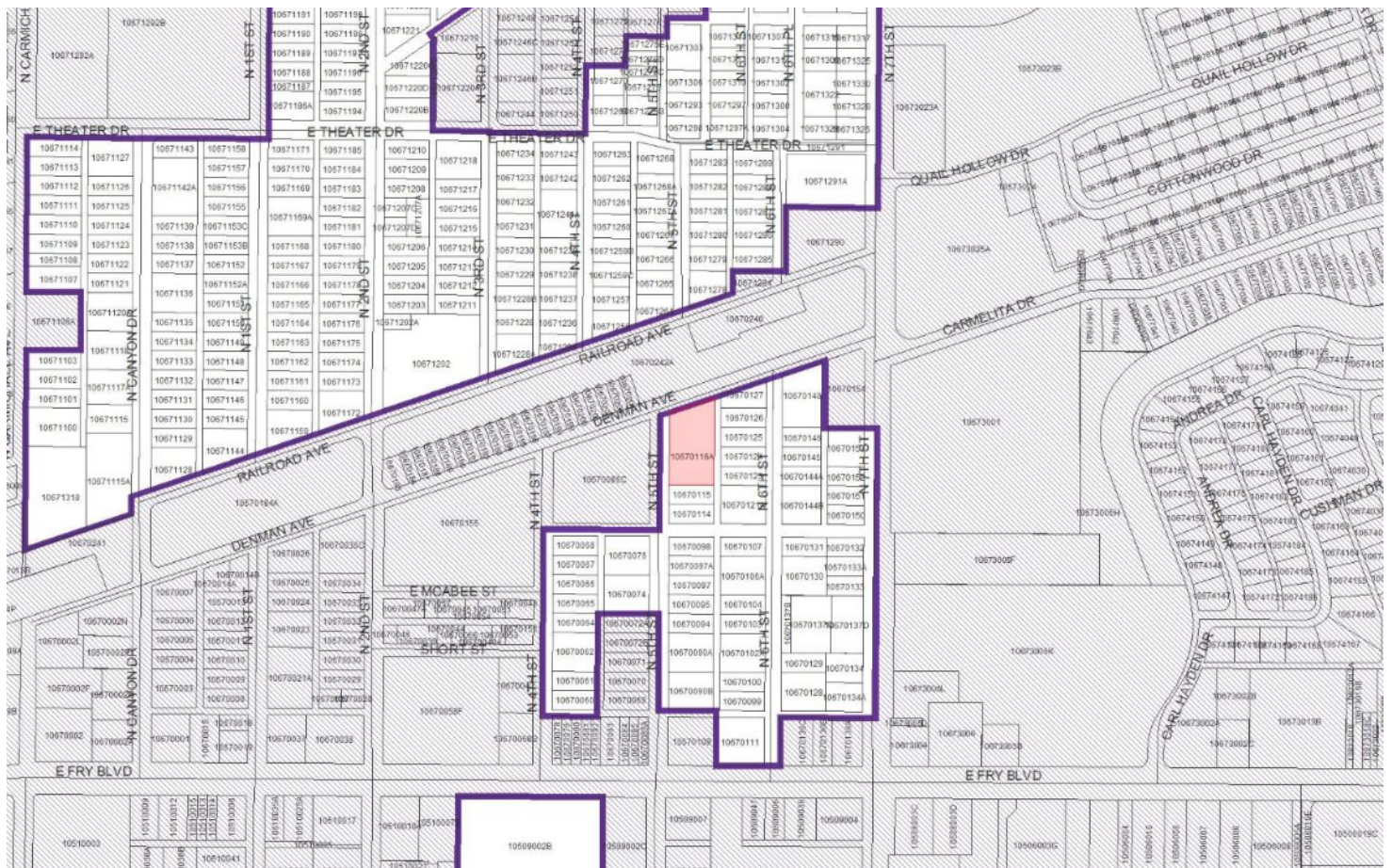
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III. PARCEL HISTORY

A mobile home park was established in 1957, and expanded through 1966. The park was cited multiple zoning violations from the 1990's onward. In 2017, the parcel was deeded to the City of Sierra Vista after a joint City/County effort to remediate numerous distressed properties belonging to an owner in the Fry Townsite. The site was then purchased by the Applicant, who then pulled permits to demolish the structures and clean the property. The property is currently vacant following these efforts.



Location Map

IV. NATURE OF REQUEST

The Applicant is requesting to amend the zoning of his 0.80-acre parcel in the Fry Townsite enclave, to facilitate the construction of a commercial office and storage building.

The Fry Townsite has been undergoing a concerted redevelopment effort, with the Applicant taking a lead role with multiple properties on 5th and 6th Streets. Since removing the distressed non-conforming 21-unit mobile home park, the Applicant has stated a desire to construct an office and storage building on this parcel, which is not permitted under the current MH-72 zoning, but is permitted under the General Business zoning.



Looking southeast at the site

V. ANALYSIS OF IMPACTS

Mandatory Compliance

Section 2208.03 of the Zoning Regulations requires that the amendment of Zoning District boundaries take place in compliance with the Comprehensive or Area Plan Designation assigned to the area in question. In this case, the subject property lies within a Category "A" Urban Growth Area and is considered an "Enterprise Redevelopment" area per the Comprehensive Plan. GB zoning is permitted in the Category "A," "Enterprise Redevelopment" areas, therefore this request to rezone to GB complies with the Comprehensive Plan as detailed below.

Compliance with Rezoning Criteria

Section 2208.03 of the Zoning Regulations provides fifteen criteria used to evaluate rezoning requests. Twelve of the criteria are applicable to this request. Nine of the factors are met as submitted, the other three are met with the standard conditions requiring all other regulations to be met.

1. Provides an Adequate Land Use/Concept Plan: Complies with Conditions

The Applicant intends to construct an office and storage building, a use considered Contract Construction Services. At the commercial permit phase, a full site plan will be required, but the submitted concept plan does show that all required site development standards may be met.

2. Compliance with Applicable Site Development Standards: Complies

As noted above, all applicable site development standards may be met.

3. Adjacent Districts Remain Capable of Development: Complies

The proposal would not affect the development prospects of any neighboring properties. Only the property to the west, across N. 5th Street, is currently undeveloped, although signs indicate that a church community and conference center are planned.

4. Limitation on Creation of Nonconforming Uses: Complies

If approved, the rezoning would not create any non-conforming land uses.

5. Compatibility with Existing Development: Complies

The site will abut existing GB zoning to the east, and complies with the overall existing character of development in the neighborhood. While several of the parcels to the east are developed with multifamily housing, they are zoned GB, and are considered commercial sites, and the other parcels to the east are developed with commercial/industrial land uses.

The parcel to the south will remain zoned and developed Residential, however N. 5th Street is a mixture on Commercial and Residential Uses. The Comprehensive Plan designation of Enterprise Redevelopment encourages replacing the residential uses with commercial zonings and uses as the opportunities arise.

6. Rezoning to More Intense Districts: Complies with Conditions

As noted above, the proposed zoning is a reasonable extension of an existing GB zoning district. The nearby Residential Districts are a high density, multifamily designation, which is typically considered a reasonable buffer to a commercial district. In addition, the actual uses of these residential districts are dense multifamily complexes as opposed to lower density single-family residences.

The proposed district will be required to comply with all applicable zoning regulations designed to protect residential uses in a residential zoning district from the impacts of abutting commercial development. These regulations include screening and landscaping requirements. The south property line will be required to be screened with a six-foot solid fence or wall, which the Applicant has verbally expressed a desire to do. There is currently a chain-link fence along this property line, located on the southern parcel. Residents have hung shade cloth along this fence to screen the dilapidated mobile home park that previously sat on the subject parcel. The required wall will provide additional protection over that of the shade cloth.

There has been discussion about screening the north side of the property as well, along Denman Avenue. This was proposed as protection for the multifamily housing complex to the north. While staff would not be opposed to such screening as long as it complied with sight triangle requirements, it would not be recommended as a condition. Section 1805.01 of the regulations establishes the primary purpose of screening as blocking adverse views from neighboring properties. As shown below, the residences across the street have no forward facing windows at ground level. There are windows, likely from bedrooms, on the second

level, but at approximately 90 feet of horizontal separation, they will primarily look right over the wall, except for the area directly adjacent to the wall, rendering the screening ineffective.



Looking north along N. 5th street, showing the residences across Denman from the subject property.

7. Adequate Services and Infrastructure: Complies

The site has existing electric, gas, and water service. The Applicant has expressed a desire to hook into City Sewer, which the City will accept with a pre-annexation agreement. Fry Fire provides fire service, and supports the rezoning request on the condition that commercial permits are routed for their review and approval, which is standard practice.

The site is bordered by N. 5th Street, a County Maintained Road, on the west and Denman Avenue, a City Street, on the north. Both of these streets have the capacity to serve the proposed use. ITE manuals show that the proposed use will average less than half the traffic generated by the previous use, which did not impact the roadway infrastructure. A commercial right of way permit will be required to construct one or more commercial access points onto N. 5th Street. At this time, the Applicant has stated that N. 5th Street will be the sole means of ingress and egress to the site.

8. Traffic Circulation Criteria: Complies

This rezoning request will not use a residential street for through traffic, and no dedication or off-site improvements will be required. The functions of the surrounding streets according to the Comprehensive Plan will remain consistent.

9. Development Along Major Streets: Not Applicable

This parcel does not take access off collector or arterial streets.

10. Infill: Complies

This site is within a designated Enterprise Redevelopment Area, therefore locating in an area already designated for commercial development. Adequate infrastructure already exists, and the majority of the nearby land uses are compatible.

11. Unique Topographic Features: Not Applicable

There are no applicable features on the parcel.



Looking east, showing the commercial development to beyond the alley

12. Water Conservation: Complies with Conditions

Upon commercial permitting, all applicable regulations for the Sierra Vista Sub-Watershed will require compliance.

13. Public Input: Complies

The Applicant completed a Citizen Review and received no response. Staff mailed notices to neighboring property owners within 1,000 ft. of the subject property on September 14, 2017. Staff posted the property on September 26, 2017 and published a legal notice in the *San Pedro Valley Sun-News* on September 26, 2017. Two responses in support were received.

14. Hazardous Materials: Not Applicable

No hazardous materials are proposed.

15. Compliance with Comprehensive Plan: Complies

The subject property lies within a Category "A"– Urban Growth Area and is considered an "Enterprise Redevelopment" area per the Comprehensive Plan. This designation is intended to eliminate non-conforming land uses in favor of commercial development. This request would comply by doing exactly that.

VI. PUBLIC COMMENT

In response to County mailings, the Planning Department has received two responses in support.

VII. SUMMARY AND CONCLUSION

The request is for a rezoning, from MH-72 (Multiple Household Residential; one dwelling per 7,200 sq. ft.), to GB (General Business) on a 0.80-acre parcel located at the southeast corner of N. 5th Street and Denman Avenue in the Fry enclave. At this time, the area is characterized by mixed land uses, tending towards commercial and light industrial. The Applicant has removed a distressed non-conforming mobile home park, and wishes to construct an office and storage building. The Cochise County Comprehensive Plan designates the site as Enterprise Redevelopment, which encourages replacing residential land uses with commercial uses in a varied and distressed area. This request complies with that intent. At their October 11, 2017 meeting, the Planning & Zoning Commission voted 5-0 to recommend Conditional Approval, with the Conditions recommended by Staff.

Factors in Favor of Approval

1. Allowing the request would be in keeping with the character of the existing development in the area;
2. The Comprehensive Plan policies prescribe replacing non-conforming and/or incompatible land uses in Enterprise Redevelopment areas with compliant commercial uses;
3. The request will continue an existing effort to replace and revitalize distressed properties with conforming commercial development;
4. Two letters of support have been received.

Factors Against Approval

1. The rezoning will carry the potential to create a land use with more neighborhood impacts than the previously existing non-conforming mobile home park.

VIII. RECOMMENDATION

Based on the factors in favor of approval, Staff recommends forwarding the request for a rezoning, from MH-72 (Multiple Household Residential; one dwelling per 7,200 sq. ft.) to GB (General Business) on a 8.80-acre parcel located on the southeast corner of N. 5th Street and Denman Avenue in the Fry enclave to the Board of Supervisors with a recommendation of **Conditional Approval**, subject to the following Conditions:

1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days

of Board of Supervisors approval of the rezoning; and

2. It is the Applicants' responsibility to obtain any additional permits, or meet any additional conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations.

IX. ATTACHMENTS

- A. Application
- B. Location Map
- C. Agency Comment Memos
- D. Public Comment



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

COCHISE COUNTY REZONING APPLICATION

Submit to: Cochise County Community Development Department
1415 Melody Lane, Building E, Bisbee, Arizona 85603

1. Applicant's Name: Mr. Fix It Properties LLC

2. Mailing Address: 2721 E Eagle Rock Dr

Sierra Vista AZ 85630
City State Zip Code

3. Telephone Number of Applicant: (520)249-2776

4. Telephone Number of Contact Person if Different: _____

5. Email Address: Jessi.propertiesplus@gmail.com

6. Assessor's Tax Parcel Number: 106-70-116
106-70-119 (Can be obtained from your County property tax statement) In Process to Combine Parcels with the Assessor.

7. Applicant is (check one):
- Sole owner: _____
 - Joint Owner: _____ (See number 8)
 - Designated Agent of Owner: BILL Goethe
 - If not one of the above, explain interest in rezoning: _____

7. If applicant is **not** sole owner, attach a list of all owners of property proposed for rezoning by parcel number. Include all real parties in interest, such as beneficiaries of trusts, and specify if owner is an individual, a partnership, or a corporation:

- List attached (if applicable): _____

8. If applicant is **not** sole owner, indicate which **notarized** proof of agency is attached:

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

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1-800-752-3745
highway@cochise.az.gov
floodplain@cochise.az.gov

623

- If corporation, corporate resolution designating applicant to act as agent: _____
- If partnership, written authorization from partner: _____
- If designated agent, attach a **notarized** letter from the property owner(s) authorizing representation as agent for this application. N/A

9. Attach a proof of ownership for all property proposed for rezoning. Check which proof of ownership is attached:

- Copy of deed of ownership: _____
- Copy of title report: _____
- Copy of tax notice: _____
- Other, list: _____

10. Will approval of the rezoning result in more than one zoning district on any tax parcel?

- Yes _____ No

11. If property is a new split, or the rezoning request results in more than one zoning district on any tax parcel then a copy of a survey and associated legal description stamped by a surveyor or engineer licensed by the State of Arizona must be attached.

12. Is more than one parcel contained within the area to be rezoned? Yes No

- If yes and more than one property owner is involved, have all property owners sign the attached consent signature form. *in process to combine parcels through the assessor's office.*

13. Indicate existing Zoning District for Property: Residential

14. Indicate proposed Zoning District for Property: Industrial/Commercial

Note: A copy of the criteria used to determine if there is a presumption in favor of or against this rezoning is attached. Review this criteria and supply all information that applies to your rezoning. Feel free to call the Planning Department with questions regarding what information is applicable.

15. Comprehensive Plan Category: A (A County planner can provide this information.)

16. Comprehensive Plan Designation or Community Plan: enterprise redevelopment (A County planner can provide this information.)

Note: in some instances a Plan Amendment might be required before the rezoning can be processed. Reference the attached rezoning criteria, Section A.

17. Describe all structures already existing on the property: NONE

18. List all proposed uses and structures which would be established if the zoning change is approved. Be complete. Please attach a site plan: Office + Storage + ~~warehouse~~

19. Are there any deed restrictions or private covenants in effect for this property?

- No Yes _____
- If yes, is the proposed zoning district compatible with all applicable deed restrictions/private covenants? Yes No _____

- Provide a copy of the applicable restrictions (these can be obtained from the Recorder's office using the recordation Docket number)

20. Which streets or easements will be used for traffic entering and exiting the property?

5th Street

21. What off-site improvements are proposed for streets or easements used by traffic that will be generated by this rezoning? n/a

22. How many driveway cuts do you propose to the streets or easements used by traffic that will be generated by this rezoning? 2

23. Identify how the following services will be provided:

Service	Utility Company/Service Provider	Provisions to be made
Water	Liberty Water	
Sewer/Septic	City of Sierra Vista	
Electricity	SSIEC	
Natural Gas	Southwest Gas	
Telephone	Cox Communication	
Fire Protection	County (Fry Fire)	

24. This section provides an opportunity for you to explain the reasons why you consider the rezoning to be appropriate at this location. The attached copy of the criteria used to determine if there is a presumption in favor of or against this rezoning is attached for your reference (attach additional pages as needed).

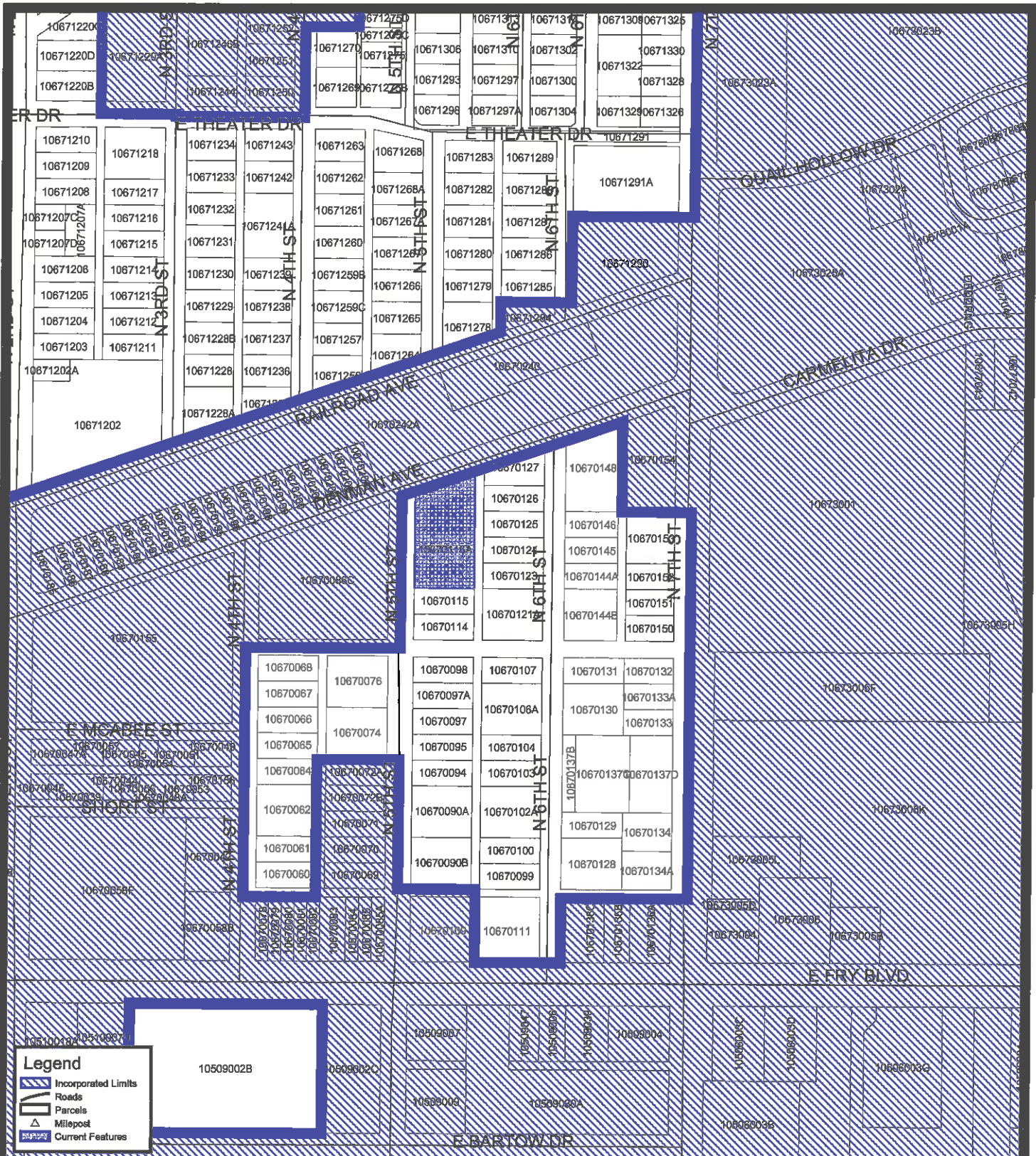
There are multiple commercial properties in this area + few residential properties remain.

25. AFFIDAVIT

I, the undersigned, do hereby file with the Cochise County Planning Commission this petition for rezoning. I certify that, to the best of my knowledge, all the information submitted herein and in the attachments is correct. I hereby authorize the Cochise County Planning Department staff to enter the property herein described for the purpose of conducting a field visit.

Applicant's Signature: William D. Holthe

Date: Aug 11 2017




Legend


- Incorporated Limits
- Roads
- Parcels
- Milepost
- Current Features



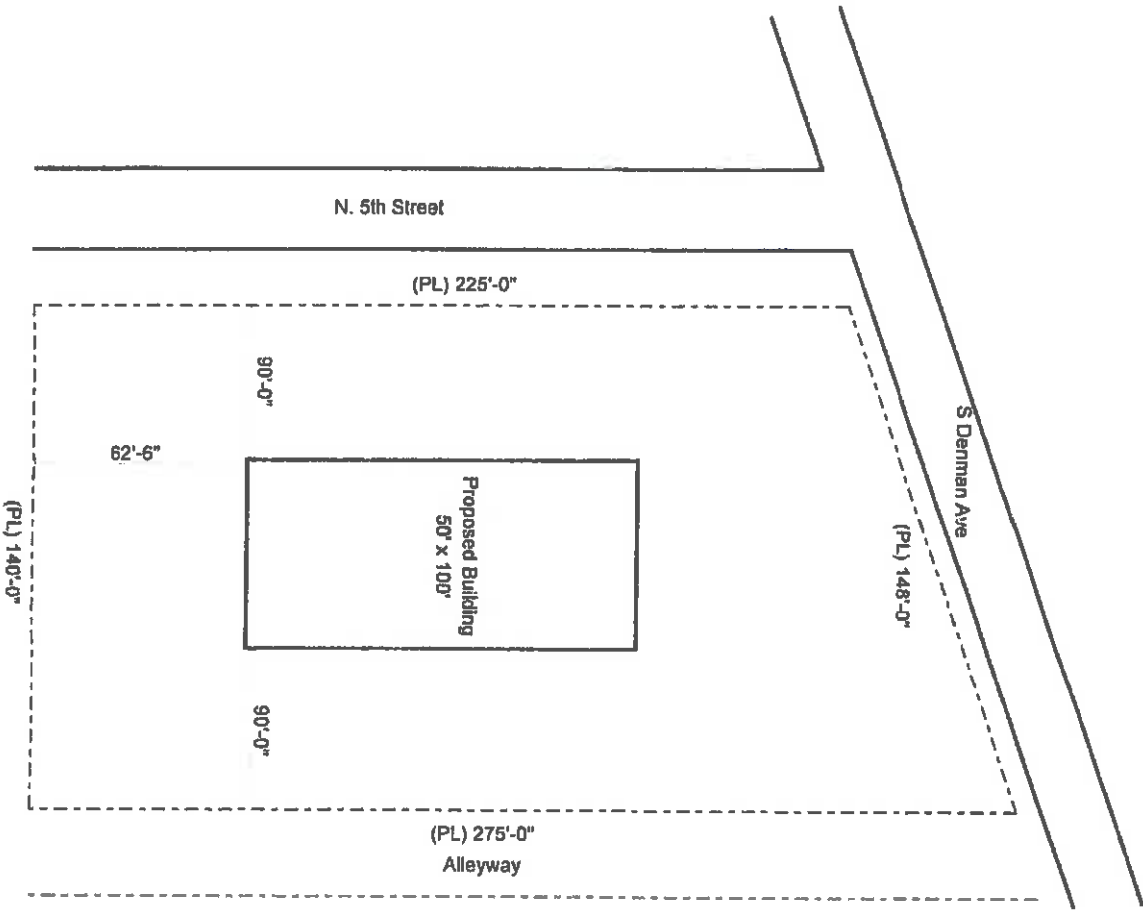
Z-17-03 (Goethe) Area Map

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





0' 1" = 317'



SITE PLAN	Date:	08/29/2107
	PROJECT ADDRESS:	125 N. 5th Street Sierra Vista, AZ 85635



Counsel, Doodal, & Invered
RCC #301915, 306580, 285188

MR. FRANK OF SIERRA VISTA
 125 N. 5TH STREET
 SIERRA VISTA, AZ 85635



Cochise County
Community Development
Highway and Floodplain Division

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INTEROFFICE MEMO

Date: September 5, 2017
To: Peter Gardner, Planner I
From: Teresa Murphy, Right-of-Way Agent
Subject: Z-17-03 (Goethe)

Background: The applicant is requesting a rezoning from MH-72 (Multiple Household Residential; one dwelling per 7,200 square feet) to GB (General Business). The request is to facilitate the construction of a Warehouse and Office. The subject parcel is 0.8 acres (34,804 square feet) in size.

The subject parcel, APN 106-70-116A, is located at the southeast corner of N. 5th street and Denman Avenue in the Fry Townsite. It is further described as being situated in Section 34, Township 21 South, Range 20 East of the Gila and Salt River Base and Meridian, in Cochise County, Arizona. The applicant is Bill Goethe.

Right-of-Way Staff was contacted by Planning and Zoning to review the permit and provide comments regarding right-of-way dedication needs for county maintained roads.

Analysis:

- Access for subject parcel is Fry Boulevard, north on North 5th Street
- North 5th Street is a public right-of-way dedicated January 13, 1955 per Book 3 Maps and Plats, page 127 at a width of 60 feet.
- North 5th Street is a County Maintained Road (MI # 325)
- North 5th Street is classified as an Urban Collector and based upon our road construction standard D-111, the minimum width is 60 feet.

Recommendation:

- Further right-of-way dedication is not required for North 5th Street at this time.

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MEMORANDUM

Date: September 7, 2017
To: Peter Gardner, Planner 1
From: Dennis L. Donovan, P.E., Civil Engineer III for Karen L. Lamberton, AICP, County
Transportation Planner
Subject: Goethe Re-Zoning/Z-17-03/Parcel #106-70-116A

This re-zoning proposes changing the approximately 0.8 acre property's zoning designation from residential to commercial. In the REZONING APPLICATION the owner/applicant indicated that his two adjacent properties on the south side of Denman Avenue within the Fry Township enclave in the City of Sierra Vista are in the process of being combined at the Office of the County Assessor. A check with the Assessor's office confirmed that the two parcels (116 & 119) were officially combined into one parcel (116A) in July of this year.

The newly formed Parcel #106-70-116A has an existing zoning of MH-72 (Multiple Household Residential), which allows one dwelling unit per 7,200 square feet, and the requested zoning is GB (General Business) to facilitate an office and storage (warehouse) building. The SITE PLAN submitted with the rezoning application shows a proposed 5,000 square foot (sf) building centrally located on the site. The Application indicates a proposal for two (2) driveway cuts from 5th Street onto the site (locations not indicated on the site plan), and that off-site improvements proposed for the streets or easements used by the traffic that will be generated by this development are non-applicable (N/A.)

Traffic Analysis

Access is proposed from North 5th Street south of Denman Ave. at two locations not indicated on the site plan. The applicant will need to comply with driveway standards and details, as well as obstruction-free sight triangle provisions contained in the 2017 Edition of the Cochise County Design & Construction Standards & Specifications to help ensure vehicular and pedestrian traffic safety in the area of the new commercial use.

Traffic generation estimates, utilizing the ITE Trip Generation 9th Edition manual, for the proposed land use on

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planningandzoning@cochise.az.gov

this site shows the following:

1. For the parcel's land size of 34,804 sf and current zoning allowing one unit per 7,200 sf, there is potential for 4 dwelling units. For a total of four single family detached residences, the average vehicular trips per day is just over 38. For four apartment type units, the estimate for vehicle trips during an average day is lower – about 26.
2. The Applicant for the rezoning is Mr. Fix It Properties, LLC, so as to the plan for the 5,000 sf office and warehouse, an assumption is made that this will be a single tenant facility. The estimate for vehicle trips per day for a single tenant office use only with 5,000 sf of floor space is about 58 (the equivalent of 29 vehicles accessing the site each day.) The estimate for 5,000 sf of warehousing is only about 18 vehicle trips per day. It is reasonable to conclude that at full build-out the proposed use comprised of office and warehouse uses would generate vehicular trips per day similar to the 30 to 40 vehicle trips per day estimated for residential uses allowable on the site. The percentage of office versus warehouse storage was not included in the application, so a more specific estimate of trip generation is not available.
3. Estimated vehicle trips for warehousing as the proposed use considering the parcel size of 0.8 acres are larger than for just the 5,000 sf of building space noted above. Warehousing use on the 0.8 acre parcel would generate about 46 rather than the 18 estimated for floor space alone. That apparent disparity is probably indicative of the limited ratio of floor space to land area at less than 15% as proposed being lower than normal. The reference for estimating traffic generation (ITE Manual 9th Edition) does not include factors for office use based on land area so no comparison is available.
4. Based on this analysis an estimated range of vehicle trips per day would likely be between 18 and 58 (the equivalent of 9 to 29 vehicles accessing the site each day).

Recommendation

Land use changes do not, in and of themselves, change traffic patterns; however, they do create conditions for future transportation impacts. This re-zoning is not likely to change the general nature of this land use, as it currently exists, and is not likely to adversely impact traffic circulation or trip generation in the area. As pointed out by the Applicant, there are multiple commercial properties in this area and few residential properties remain. That is tempered with the continuation of townhomes being constructed on the north side of Denman Ave.

The Transportation Planning Department has **no objection** to the requested rezoning.

Advisory Note for the Applicant

Should the rezoning be approved and the Applicant proceeds with a Commercial Permit application for the building and site work, we strongly encourage the applicant to provide a detailed layout of the site showing the location and details for all proposed driveways that will serve the site. Additional information regarding traffic, including construction impacts, will be asked on the Commercial Permit Application and traffic circulation and parking will be reviewed for adequacy at that time.

The SITE PLAN provided with the rezoning incorrectly shows 90'-0" separation between both the proposed building and the alley and the building and 5th Street. If those dimensions were 45' on both sides of the building, it would then seem to be correct ($45'+50'+45' = 140'$.) This matches the parcels east-west dimension. In order to accommodate an internal driveway and associated parking the proposed building should move easterly toward the alley.



***Cochise County Planning Department &
Fry Fire District***

**Joint Project Review Approval for Commercial Permits &
Subdivisions.**

Attn:

Date: September 5, 2017

Project Name: Z-17-03 (Goethe)

Project Address: 5Th & Denman

Project Tax ID #: 106-70-116A

Scope of Project:

- APPROVED
- APPROVED with CONDITIONS
- DENIED
- APPROVAL NOT REQUIRED
- FRY FIRE FEES PAID

The Fry Fire District has the following concerns:

The Fry Fire District will need to be provided with a full set of plans drawn by a registered architect with their stamp on the plans.

A plan review fee of .20 cents per square feet (.20 X 5,000 = \$1,000.00) will need to be payed to the Fry Fire District prior to being issued a building permit.

The following concerns are based on the information provided with the transmittal letter.

IFC 505.1 Address number will need to be easily legible from the street and in color contrast with the back ground.

IFC 503.2.1 and 503.4 Fire Apparatus Access must be unobstructed, including parked vehicles with minimum dimensions of 20' wide and 13'.6" high.

Means of egress: Based on the information provided the building will need to have a minimum of two means of egress (possibly more) one from the business portion and one from the warehouse portion. The doors should open to the egress side without the use of a key, special knowledge or effort. Roll up doors are not to be considered an acceptable means of egress.

Illuminated exit signs need to be provided at each exit with a backup power supply, also egress lights need to be provided throughout the building with backup power supply and provide enough lighting to allow persons to exit the building safely during a power outage.

A fire extinguisher with a minimum rating of 2A/20BC needs to be mounted near each exit.

With new construction electrical will probably not be an issue, however a couple of items to keep in mind are; a clear space needs to be maintained around all electrical panels, also extension cords shall not be used for permanent wiring.

In a non-sprinklered building storage shall be maintained 2' below the ceiling level. Also, if the building is going to have any stairways, no combustible materials shall be stored under the stairs.

The above list consists of common issues encountered by the Fry Fire District, however other issues may arise after reviewing a full set of plans.

Any questions, comments, or concerns feel free to contact me, thank you.

**Respectfully,
Ed Shiver
Fire Marshal
Fry Fire District
4817 S Apache Ave
Sierra Vista AZ. 85650
Office: 520-378-2222
Cell: 520-559-0131
Email: pshiver@fryfiredistrict.com**

5th St Highway

From: Cratsenburg, Diane E
Sent: Friday, September 15, 2017 4:46 PM
To: Gardner, Peter B
Cc: Ellis, Ronald J
Subject: 5th St

Regarding the proposed rezoning by Mr. Goethe - no comments either way. Area has a mix of commercial and residential properties already.

Diane Cratsenburg
Engr Tech III
Cochise County Community Development
Highway and Floodplain Division
1415 Melody Lane, Building F
Bisbee, AZ 85603
(520) 432-9327 phone
(520) 432-9337 fax

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

Rezoning Docket Z-17-03 (Goethe)



YES, I SUPPORT THIS REQUEST

Please state your reasons:

MORE JOBS. BETTER LOCKS.

NO, I DO NOT SUPPORT THIS REQUEST:

Please state your reasons:

(Attach additional sheets, if necessary)

PRINT NAME(S):

SIGNATURE(S):

DONALD RAMEY
[Handwritten Signature]

YOUR TAX PARCEL NUMBER: 106-71-261-1 (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning and Zoning Commission and the Board of Supervisors. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than **5 PM on Friday, September 29, 2017** to be included in the staff report to the Commission, and by **Thursday, October 28, 2017** to be included in the staff report to the Board of Supervisors. We cannot make exceptions to these deadlines; however, if you miss the written comment deadline for any staff report you may still mail or send e-mail comments to Peter Gardner at pgardner@cochise.az.gov. Comments received after the September 29 deadline must be received prior to the public meeting date to be verbally noted at the meeting. You may also personally make a statement at the **public hearing on October 11, 2017 for the Planning and Zoning Commission and November 14, 2017 for the Board of Supervisors**. NOTE: Please do not ask the Commissioners or Board members to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

RETURN TO: Peter Gardner, Planner I
Cochise County Planning Department
1415 Melody Lane, Building E
Bisbee, AZ 85603

Rezoning Docket Z-17-03 (Goethe)

X YES, I SUPPORT THIS REQUEST

Please state your reasons:

WILL BE A NICE PLACE.

NO, I DO NOT SUPPORT THIS REQUEST:

Please state your reasons:

(Attach additional sheets, if necessary)

PRINT NAME(S): LIESEL MORRIS

SIGNATURE(S): Liesel Morris

YOUR TAX PARCEL NUMBER: 02-106-71-260 (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning and Zoning Commission and the Board of Supervisors. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than 5 PM on Friday, September 29, 2017 to be included in the staff report to the Commission, and by Thursday, October 28, 2017 to be included in the staff report to the Board of Supervisors. We cannot make exceptions to these deadlines; however, if you miss the written comment deadline for any staff report you may still mail or send e-mail comments to Peter Gardner at pgardner@cochise.az.gov. Comments received after the September 29 deadline must be received prior to the public meeting date to be verbally noted at the meeting. You may also personally make a statement at the public hearing on October 11, 2017 for the Planning and Zoning Commission and November 14, 2017 for the Board of Supervisors. NOTE: Please do not ask the Commissioners or Board members to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

RETURN TO: Peter Gardner, Planner I
Cochise County Planning Department
1415 Melody Lane, Building E
Bisbee, AZ 85603

ZONING ORDINANCE 17-___

Re: Docket Z-17-03 Application of William Goethe

Page 1

ZONING ORDINANCE 17-___

AMENDING CERTAIN ZONING DISTRICT BOUNDARIES FROM MH-72 TO GB, PURSUANT TO THE APPLICATION OF WILLIAM GOETHE

WHEREAS, A.R.S. § 11-814 allows property owners or their authorized agent to request amendments to the Zoning District boundaries through the Board of Supervisors in a public hearing; and

WHEREAS, the Cochise County Board of Supervisors recognizes that zoning amendments can affect land use patterns and therefore warrant careful consideration of local and regional impacts at a public hearing; and

WHEREAS, Tax Parcel 106-70-116A (as parcels 106-70-116, -117, -118, &-119) were zoned as MH-72; and

WHEREAS, the parcel is located in an area designated as Enterprise Redevelopment under the Comprehensive Plan; and

WHEREAS, the parcel is located in an area of the County primarily characterized by commercial and light industrial uses with scattered residential uses; and

WHEREAS, the Applicant has removed an existing high density residential use discouraged by the Comprehensive Plan designation; and

WHEREAS, the Applicant wishes to bring the Zoning into compliance with the Comprehensive Plan designation and development pattern, and wishes to amend the zoning to GB; and

WHEREAS, the requested zoning district is harmonious with the surrounding zoning districts; and

WHEREAS, the Cochise County Board of Supervisors promotes effective, early and continuous public participation by citizens; and

WHEREAS, the Board of Supervisors held a duly noticed public hearing on the amendments to the Zoning District boundaries proposed by Applicant William Goethe; and

WHEREAS, the Board of Supervisors conditionally approved the request for a change in the Zoning District boundaries,

NOW, THEREFORE, BE IT RESOLVED that the Cochise County Zoning District Boundaries shall be amended as follows:

The zoning classification for Tax Parcel 106-70-119A, as shown on the map attached to this Resolution as Exhibit A, is changed from MH-72 to GB. The property is located in the Fry Townsite, surrounded by the City of Sierra Vista, AZ. The property is further described as being in Section 34 of Township 21 South, Range 20 East of the G&SRB&M in Cochise County, Arizona. The Board of Supervisors approves Docket Z-17-03 subject to the following conditions of approval:

1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors approval of the rezoning; and
2. It is the Applicants' responsibility to obtain any additional permits, or meet any additional conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations.

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this 14th day of November, 2017

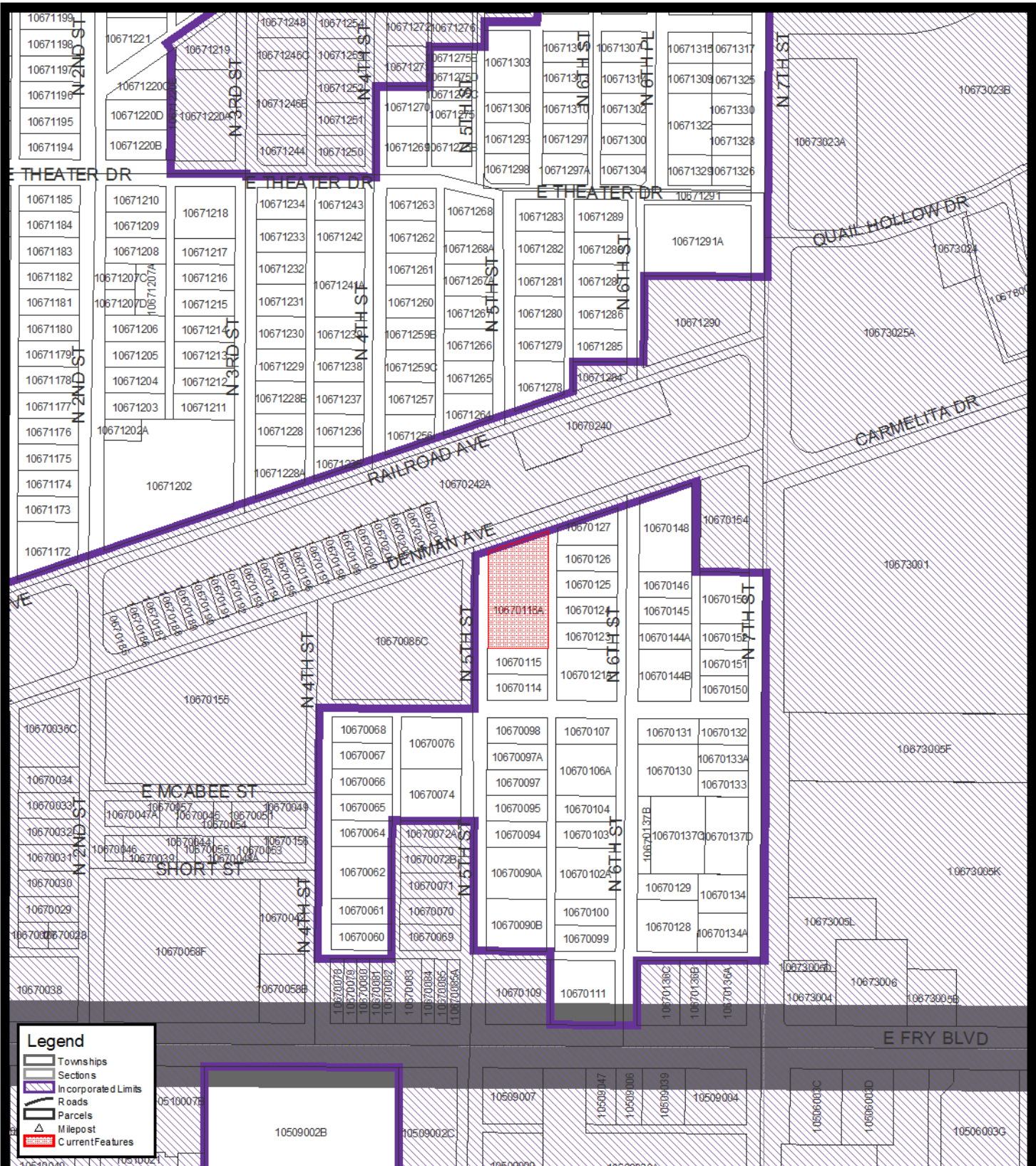
Ann English, Chair
Board of Supervisors

ATTEST:

Arlethe Rios,
Clerk of the Board

APPROVED AS TO FORM:

Britt Hanson,
Chief Civil Deputy County Attorney



Legend

- Townships
- Sections
- Incorporated Limits
- Roads
- Parcels
- Milepost
- Current Features



Exhibit A
Z-17-03 (Goethe)

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

COCHISE COUNTY

Z-17-03 (Goethe)

A request to rezone from MH-72 to GB

Board of Supervisors

November 14, 2017



Public Programs...Personal Service

COCHISE COUNTY

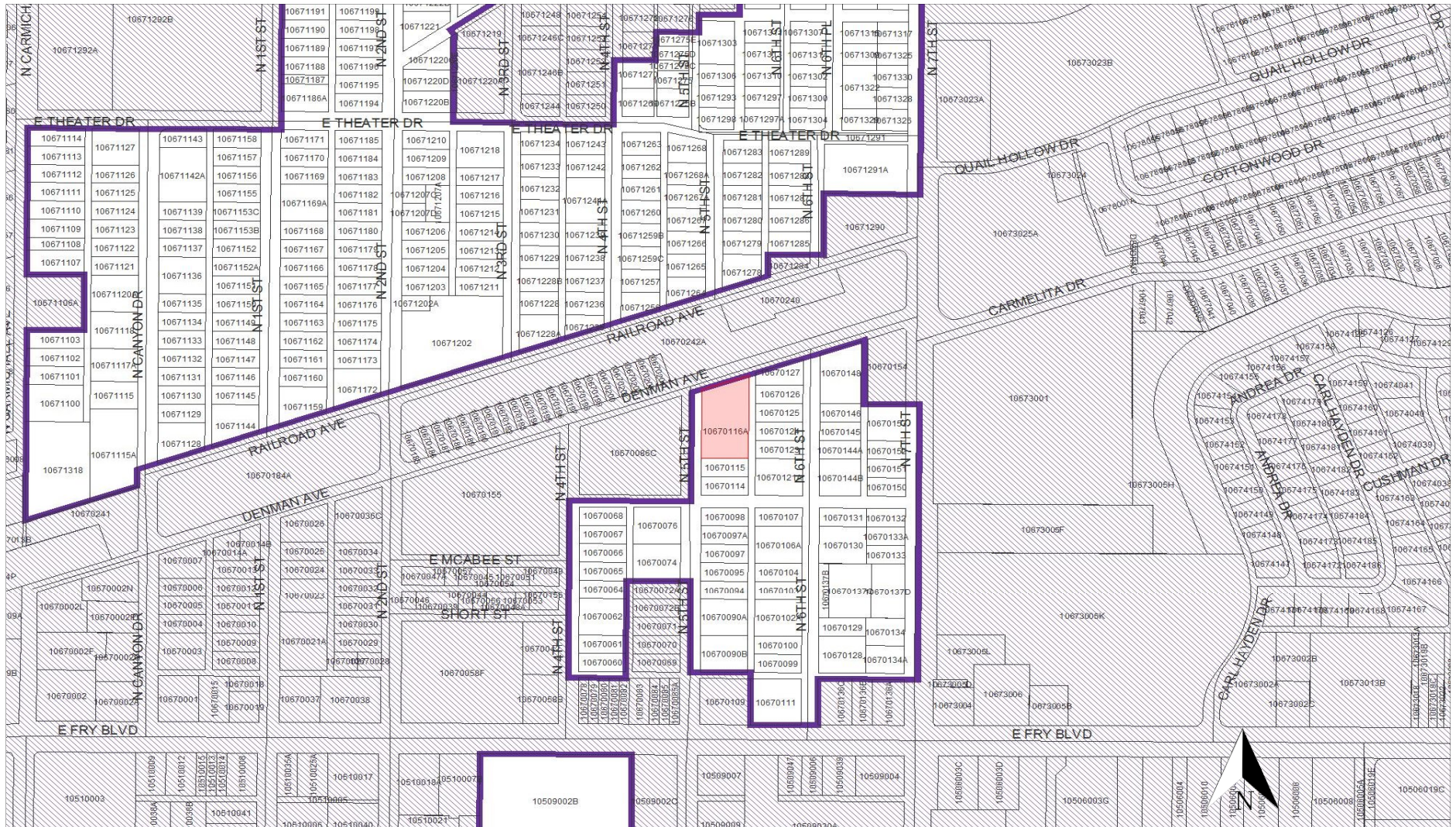
Docket Z-17-03 (Goethe)

- The Applicant is requesting rezoning from MH-72 (Multiple Household Residential; one dwelling per 7,200 square feet) to GB (General Business) on a 0.80 acre site in the Fry Townsite.
- The parcel, 106-70-116A, is located in the Fry Townsite, at the southeast corner of N. 5th Street and Denman Avenue.
- The site was a dilapidated mobile home park until a joint City/County effort brought it into public ownership. The Applicant purchased the property, cleared and cleaned it, and is requesting this zoning change to facilitate the construction of a warehouse and office building.
- The Applicant is Bill Goethe.



COCHISE COUNTY

Location Map:



COCHISE COUNTY

Site Photos:



COCHISE COUNTY

Site Photos:



COCHISE COUNTY

Site Photos:

The property across 5th Street to the west



COCHISE COUNTY

Site Photos:

The businesses to the east



COCHISE COUNTY

Site Photos:



COCHISE COUNTY

Site Photos:



COCHISE COUNTY

Site Photos:



COCHISE COUNTY

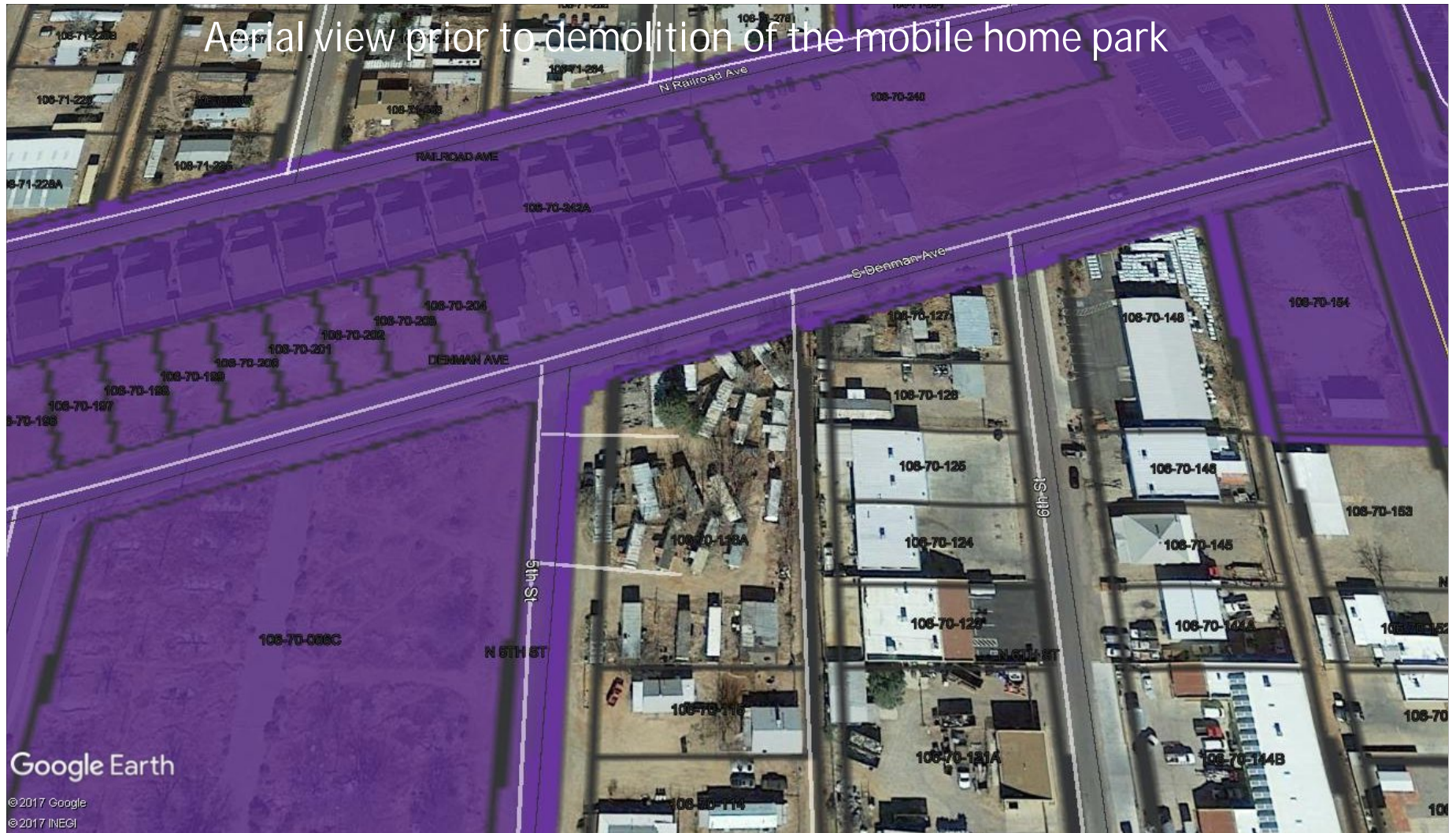
Site Photos:

Another view of the homes to the north



COCHISE COUNTY

Site Photos:



COCHISE COUNTY

Site Photos:

Street view prior to demolition of the mobile home park



COCHISE COUNTY

On October 11, 2017, the Planning & Zoning Commission voted 5-0 to recommend Conditional Approval, with the Conditions recommended by Staff

Factors in Favor of Approval

1. Allowing the request would be in keeping with the character of the existing development in the area;
2. The Comprehensive Plan policies prescribe replacing non-conforming and/or incompatible land uses in Enterprise Redevelopment areas with compliant commercial uses;
3. The request will continue an existing effort to replace and revitalize distressed properties with conforming commercial development;
4. Two letters of support have been received.

Factor Against Approval

1. The rezoning will carry the potential to create a land use with more neighborhood impacts than the previously existing non-conforming mobile home park.



COCHISE COUNTY

Discussion:



COCHISE COUNTY

Based on the factors in favor of approval, staff recommends Conditional Approval of the Rezoning request, subject to the following Conditions:

1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors approval of the rezoning; and
2. It is the Applicants' responsibility to obtain any additional permits, or meet any additional conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations;



Regular Board of Supervisors Meeting

Meeting Date: 11/14/2017
Text Amendment to Article 2, Definitions, of the Cochise County Zoning Regulations
Submitted By: Peter Gardner, Community Development
Department: Community Development
Presentation: PowerPoint **Recommendation:** Approve
Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 1
NAME of PRESENTER: Peter Gardner **TITLE of PRESENTER:** Planner I
Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**
Docket Number (If applicable): R-17-02 (Home Occupations)

Information

Agenda Item Text:

Adopt Zoning Ordinance 17-04 amending the text to Article 2, Definitions, of the Zoning Regulations, modifying the definition of a Home Occupation in compliance with state law.

Background:

I. BACKGROUND AND PROPOSED CHANGES

On September 13, 2017, the Planning & Zoning Commission voted 9-0 to forward the docket as presented to the Board of Supervisors with a recommendation of approval.

II. BACKGROUND AND PROPOSED CHANGES

Docket R-17-02 is a proposed revision to Article 2, Definitions, of the Cochise County Zoning Regulations.

During the 2017 session, the State Legislature passed House Bill 2233, which was then signed by the Governor. The bill prohibited certain restrictions on Home Occupations, and this requires the Zoning Regulations to be amended to comply with the new law. The items that must be changed are:

- Increase the number of permitted employees who do not reside on site from one to two, and any number of family members as defined.
- Replace the existing language requiring traffic generated to be within the typical range of a dwelling with language prohibiting no off-site traffic or parking congestion.
- Strike language prohibiting the primary function of the home occupation as on-site retail sales or rental.
- Include language permitting a temporary sign that may be displayed during business hours.

Staff recommends the following language (underlined, italicized areas are new, strikethrough are deletions).

The complete draft document is included for consideration:

Home Occupation - An activity carried on by the occupant of a dwelling as a secondary use, including personal and professional services, subject to the following limitations:

1. The Home Occupation may occupy an area no greater than one-quarter ($\frac{1}{4}$) of the floor area of the residence whether occurring within the residence or in a detached structure.
2. Employees Allowed:
 1. Residents of the primary dwelling.
 2. Immediate family members, including: spouse, child, sibling, parent, grandparent, grandchild, stepchild

or stepsibling, whether related by adoption or blood.

- 3. Maximum of two individuals who do not meet the criteria B.1 or B.2~~No more than one person other than the residents of the dwelling shall be employed in the conduct of the Home Occupation.~~
- 3. Any outdoor display or storage of materials, goods, supplies or equipment shall be prohibited, other than the signs noted below.
- 4. The generation of noise, vibrations, noxious odors, dust, heat, or glare detectable beyond any property line or the storage or use of hazardous materials of a type and amount that could create safety concerns or are not appropriate to dispose of in residential garbage or sewer systems is prohibited.
- 5. No parking or delivery activity that causes on-street parking congestion or a substantial increase of traffic through the residential area.~~No traffic shall be generated by such Home Occupation in greater volumes than would normally be expected in a residential neighborhood, and any need for parking generated by the conduct of such Home Occupation shall be met off the street.~~
- 6. There shall be no change to the residential appearance of the premises ~~and the primary function of the occupation shall not be the sales or rentals of goods from the site.~~
- 7. There shall be allowed one on-site non-illuminated permanent sign not to exceed four square feet with a maximum height of five-feet ~~and vehicular signs.~~

III. SUMMARY AND RECOMMENDATION

The proposed text amendment brings the definition of a Home Occupation in the Cochise County Zoning Regulations into compliance with current Arizona Revised Statutes. The Planning & Zoning Commission had unanimously recommended approval of the amendment.

IV. ATTACHMENTS

- 1. Exhibit A (Text of revised ARS)

Department's Next Steps (if approved):

If the proposed text amendments are approved, Staff will codify the changes in the Zoning Regulations.

Impact of NOT Approving/Alternatives:

If the proposed amendments are not approved, the Zoning Regulations will remain out of compliance with state law.

To BOS Staff: Document Disposition/Follow-Up:

After the Chair signs the Zoning Ordinance, Board Staff should send a recorded copy of the same to Planning Staff for our records.

Budget Information

Information about available funds

Budgeted:

Unbudgeted:

Funds Available:

Funds NOT Available:

Amount Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

- Staff Memo
- Draft Ordinance
- Exhibit A
- Relevant ARS
- Presentation



Cochise County
Community Development
Planning, Zoning and Building Safety Division

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

MEMORANDUM

TO: Board of Supervisors
FROM: Peter Gardner, Planner I for Ed Gilligan, Interim Planning Director
THROUGH: Ed Gilligan, County Administrator
SUBJECT: Docket R-17-02 (Home Occupations, Zoning Regulations Update)
DATE: October 17, 2017 for the November 14, 2017 meeting

I. BACKGROUND AND PROPOSED CHANGES

On September 13, 2017, the Planning & Zoning Commission voted 9-0 to forward the docket as presented to the Board of Supervisors with a recommendation of approval.

II. BACKGROUND AND PROPOSED CHANGES

Docket R-17-02 is a proposed revision to Article 2, Definitions, of the Cochise County Zoning Regulations.

During the 2017 session, the State Legislature passed House Bill 2233, which was then signed by the Governor. The bill prohibited certain restrictions on Home Occupations, and this requires the Zoning Regulations to be amended to comply with the new law. The items that must be changed are:

- Increase the number of permitted employees who do not reside on site from one to two, and any number of family members as defined.
- Replace the existing language requiring traffic generated to be within the typical range of a dwelling with language prohibiting no off-site traffic or parking congestion.
- Strike language prohibiting the primary function of the home occupation as on-site retail sales or rental.
- Include language permitting a temporary sign that may be displayed during business hours.

Staff recommends the following language (underlined, italicized areas are new, strikethrough are deletions).

The complete draft document is included for consideration:

Home Occupation - An activity carried on by the occupant of a dwelling as a secondary use, including personal and professional services, subject to the following limitations:

- A. The Home Occupation may occupy an area no greater than one-quarter ($\frac{1}{4}$) of the floor area of the residence whether occurring within the residence or in a detached structure.

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

B. Employees Allowed:

1. Residents of the primary dwelling.
2. Immediate family members, including: spouse, child, sibling, parent, grandparent, grandchild, stepchild or stepsibling, whether related by adoption or blood.
3. Maximum of two individuals who do not meet the criteria B.1 or B.2~~No more than one person other than the residents of the dwelling shall be employed in the conduct of the Home Occupation.~~

- C. Any outdoor display or storage of materials, goods, supplies or equipment shall be prohibited, other than the signs noted below.
- D. The generation of noise, vibrations, noxious odors, dust, heat, or glare detectable beyond any property line or the storage or use of hazardous materials of a type and amount that could create safety concerns or are not appropriate to dispose of in residential garbage or sewer systems is prohibited.
- E. No parking or delivery activity that causes on-street parking congestion or a substantial increase of traffic through the residential area.~~No traffic shall be generated by such Home Occupation in greater volumes than would normally be expected in a residential neighborhood, and any need for parking generated by the conduct of such Home Occupation shall be met off the street.~~
- F. There shall be no change to the residential appearance of the premises ~~and the primary function of the occupation shall not be the sales or rentals of goods from the site.~~
- G. There shall be allowed one on-site non-illuminated permanent sign not to exceed four square feet with a maximum height of five-feet, and vehicular signs.

III. SUMMARY AND RECOMMENDATION

The proposed text amendment brings the definition of a Home Occupation in the Cochise County Zoning Regulations into compliance with current Arizona Revised Statutes. The Planning & Zoning Commission had unanimously recommended approval of the amendment.

IV. ATTACHMENTS

- A. Exhibit A (Text of revised ARS)

ZONING ORDINANCE 17- ____
(Docket R-17-03)

**AMENDING ARTICLE 2 (DEFINITIONS) OF THE COCHISE
COUNTY ZONING REGULATIONS**

WHEREAS, Section 802 of Title 11 of the Arizona Revised Statutes gives the County Board of Supervisors the authority to adopt zoning regulations to address land use; and

WHEREAS, the Cochise County Board of Supervisors originally adopted Zoning Regulations in Cochise County pursuant to that authority in 1975, and has with periodic modification, maintained them in effect since that time; and

WHEREAS, the Cochise County Board of Supervisors recognizes that amendment to the Zoning Regulations affect countywide land use patterns and therefore warrant careful consideration of regional impacts;

WHEREAS, Article 2 of the Zoning Regulations currently defines Home Occupation; and

WHEREAS, the State Legislature has enacted limitations on how a County may define and regulate a Home Occupation; and

WHEREAS, on November 14, the Board of Supervisors held a duly noticed public hearing of these proposed amendments to the Zoning Regulations, hereby know as Docket R-17-02, and attached hereto as “Exhibit A” which will amend the Home Occupation definition in the Cochise County Zoning Regulations and found them to be in the public interest,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Cochise County, Arizona that the Cochise County Zoning Regulations shall be amended as contained in Exhibit a:

ZONING ORDINANCE 17-__

Re: Amending Article 2 of The Zoning Regulations (Docket R-17-02)

Page 2

[See Exhibit "A" attached.]

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this 14th day of November, 2017.

Ann English, Chair
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Arlethe G. Rios,
Clerk of the Board

Britt Hanson,
Chief Civil Deputy

ZONING ORDINANCE 17-__

Re: Amending Article 2 of The Zoning Regulations (Docket R-17-02)

Page 3

EXHIBIT "A"

Proposed Update to the Cochise County Zoning Regulations

1811.01 Residential Uses

It shall be the intent of this Section to provide acceptable limits of outdoor storage accessory to residential uses based upon the Comprehensive Plan Growth Category Area in which located. Nothing in this Section shall apply to the accessory storage of objects and materials within a completely enclosed building or structure, such as a garage or shed, or to the accessory residential storage of objects and materials which as a result of fencing, topography or natural vegetation are not visible by the unaided eye six-feet above ground level from any other property or street.

A. Accessory Use Outdoor Storage and parking which is permitted under this Section is an accessory use only and shall not be permitted unless a primary residential use of the property has been established except for limited storage of equipment specifically used for road or property maintenance in Category B, C or D Areas.

B. Permitted Visible Outdoor Storage of certain objects and materials shall only be permitted as an accessory use as specified below. Additional amounts of visible outdoor storage are permitted as specified below.

1. Automobiles

a. Category A Areas

Licensed and titled automobiles are allowed for personal use.

One unlicensed or inoperative automobile that is titled or registered to the owner or occupant is permitted. If more than one, they cannot be visible by the unaided eye six-feet above ground level from any adjoining property or street and must be located in the rear yard. Said automobiles cannot be stored for commercial purposes.

b. Category B, C and D Areas

Any number of automobiles titled or registered to the owners or occupants of the parcel may be stored provided they are not stored for commercial purposes.

c. Hazard/Nuisance

All automobiles and automobile parts and tires must be parked or stored in such a manner as to not constitute a hazard or nuisance. The non-accessory use of outdoor storage of any site on which the storage, keeping, salvage, sale or abandonment of junk occurs, including tires and auto parts, constitutes a public nuisance.

2. Construction Materials

In all areas, construction materials and equipment may be stored temporarily, provided that said materials/equipment are for on-site use pursuant to a current valid building permit. All building or construction

ZONING ORDINANCE 17-__

Re: Amending Article 2 of The Zoning Regulations (Docket R-17-02)

Page 4

materials and equipment shall be removed within 30-calendar days of completion of construction, issuance of a certificate of occupancy (where applicable), or expiration of the building permit, whichever occurs first. Construction debris shall not be permitted to scatter or blow onto another property.

3. Furniture and Appliances

In all areas, furniture, appliances, playground equipment, and other incidental household items, may be placed outside (Note: Items in excess of these requirements shall be permitted only to the extent provided for in paragraph C below) provided that:

- a. All appliances are in operating condition and are connected for private use of the resident/occupant in such a manner as to not constitute a fire or safety hazard.
- b. Any furniture is placed outside for personal on-site use only (rather than for storage).

C. Other Permitted Outdoor Storage

Except for the visible outdoor storage permitted above, outdoor storage of objects and materials shall be permitted as follows:

1. Category A Growth Areas for Residentially-Developed Properties

Visible outdoor storage not to exceed 60-square feet in area and four-feet in height.

2. Category B, C and D Growth Areas For Residentially-Developed Properties

Visible or screened accessory outdoor storage shall be permitted.

D. Large Trucks, Truck Tractors, Construction Equipment

1. Category A Areas The outdoor storage or parking of any trucks, truck tractors, trailers or semi-trailers having a rated capacity of more than one and one-half tons and the parking or storage of any construction equipment (except as provided on a temporary basis in Section 1811.01.B.2, above) such as bulldozers, graders, cement trucks, compressors, dump trucks and back hoes shall not be permitted in any residential Zoning Districts in a Category A (Urban) Growth Area.
2. Category B,C and D Areas No primary residential use is required for limited storage of equipment used for road and property maintenance in rural or residential Zoning Districts subject to the following requirements:
 - a. Minimum lot size of 36,000 square feet is required
 - b. No more than 600 square feet of the property shall be used for storage
 - c. The storage shall meet the minimum setbacks of the zoning district

1811.02 Non-Residential Uses

For site development standards relating to outdoor storage for non-residential uses, see Section 1804.08 (Outdoor Storage Area Improvements) and applicable Zoning District Articles.

Exhibit A - R-17-02 (Home Occupations)

Home Occupation - An activity carried on by the occupant of a dwelling as a secondary use, including personal and professional services, subject to the following limitations:

- A. The Home Occupation may occupy an area no greater than one-quarter ($\frac{1}{4}$) of the floor area of the residence whether occurring within the residence or in a detached structure.
- B. Employees Allowed:
 1. Residents of the primary dwelling.
 2. Immediate family members, including: spouse, child, sibling, parent, grandparent, grandchild, stepchild or stepsibling, whether related by adoption or blood.
 3. Maximum of two individuals who do not meet the criteria B. 1 or B. 2~~No more than one person other than the residents of the dwelling shall be employed in the conduct of the Home Occupation.~~
- C. Any outdoor display or storage of materials, goods, supplies or equipment shall be prohibited, other than the signs noted below.
- D. The generation of noise, vibrations, noxious odors, dust, heat, or glare detectable beyond any property line or the storage or use of hazardous materials of a type and amount that could create safety concerns or are not appropriate to dispose of in residential garbage or sewer systems is prohibited.
- E. No parking or delivery activity that causes on-street parking congestion or a substantial increase of traffic through the residential area. ~~No traffic shall be generated by such Home Occupation in greater volumes than would normally be expected in a residential neighborhood, and any need for parking generated by the conduct of such Home Occupation shall be met off the street.~~
- F. There shall be no change to the residential appearance of the premises ~~and the primary function of the occupation shall not be the sales or rentals of goods from the site.~~
- G. There shall be allowed one on-site non-illuminated permanent sign not to exceed four square feet with a maximum height of five-feet, and vehicular signs.

Senate Engrossed House Bill

State of Arizona
House of Representatives
Fifty-third Legislature
First Regular Session
2017

CHAPTER 228
HOUSE BILL 2233

AN ACT

AMENDING SECTION 11-820, ARIZONA REVISED STATUTES; RELATING TO THE HOME-BASED BUSINESSES.

(TEXT OF BILL BEGINS ON NEXT PAGE)

Be it enacted by the Legislature of the State of Arizona:

Section 1. Section 11-820, Arizona Revised Statutes, is amended to read:

11-820. Restriction on regulation; home-based businesses; exception; definitions

A. Any ordinance authorized by this chapter shall not restrict or otherwise regulate the owner of a home-based business that holds a valid license from:

1. Making residential property improvements to add doors, shelving or display racks for use by the home-based business.

2. Displaying a temporary commercial sign on the residential property during business hours, if the sign is not more than twenty-four inches by twenty-four inches.

3. Selling or offering for sale any goods.

4. GENERATING TRAFFIC, PARKING OR DELIVERY ACTIVITY THAT DOES NOT CAUSE ON-STREET PARKING CONGESTION OR A SUBSTANTIAL INCREASE IN TRAFFIC THROUGH THE RESIDENTIAL AREA.

5. HAVING MORE THAN ONE CLIENT ON THE PROPERTY AT ONE TIME.

6. EMPLOYING ANY OF THE FOLLOWING:

(a) RESIDENTS OF THE PRIMARY DWELLING.

(b) IMMEDIATE FAMILY MEMBERS.

(c) ONE OR TWO INDIVIDUALS WHO ARE NOT RESIDENTS OF THE PRIMARY DWELLING OR IMMEDIATE FAMILY MEMBERS.

B. This section does not preclude a county from imposing reasonable operating requirements on a home-based business or a residential property used by a home-based business.

C. For the purposes of this section:

1. "Goods" means any merchandise, equipment, products, supplies or materials.

2. "Home-based business" means any business for the limited manufacture, provision or sale of goods or services that is owned and operated by the owner or tenant of the residential property.

3. "IMMEDIATE FAMILY MEMBER" MEANS A SPOUSE, CHILD, SIBLING, PARENT, GRANDPARENT, GRANDCHILD, STEPPARENT, STEPCHILD OR STEPSIBLING WHETHER RELATED BY ADOPTION OR BLOOD.

~~3.~~ 4. "License" means any permit, certificate, approval, registration, charter or similar form of authorization that is required by law and that is issued by any agency, department, board or commission of this state or of any political subdivision of this state for the purpose of operating a business in this state or to an individual who provides a service to any person and the license is required to perform that service.

APPROVED BY THE GOVERNOR MAY 1, 2017.

FILED IN THE OFFICE OF THE SECRETARY OF STATE MAY 1, 2017.

COCHISE COUNTY

R-17-02 (Home Occupations)

Proposed Text Changes to the County Zoning Regulations

Board of Supervisors

November 14, 2017



Public Programs...Personal Service

COCHISE COUNTY

Docket R-1-02 (Home Occupations)

- The purpose of the update is to bring the Zoning Regulations in line with new State statutes.

- The affected items are:
 1. Increase the number of permitted employees who do not reside on site from one to two, and any number of family members as defined.
 2. Replace the existing language requiring traffic generated to be within the typical range of a dwelling with language prohibiting no off-site traffic or parking congestion.
 3. Strike language prohibiting the primary function of the home occupation as on-site retail sales or rental.
 4. Include language permitting a temporary sign that may be displayed during business hours.



COCHISE COUNTY

Docket R-17-02 (Home Occupations)

A. The Home Occupation may occupy an area no greater than one-quarter ($\frac{1}{4}$) of the floor area of the residence whether occurring within the residence or in a detached structure.

B. *Employees Allowed:*

A. *Residents of the primary dwelling.*

B. *Immediate family members, including: spouse, child, sibling, parent, grandparent, grandchild, stepchild or stepsibling, whether related by adoption or blood.*

C. *Maximum of two individuals who do not meet the criteria B.1 or B.2* ~~No more than one person other than the residents of the dwelling shall be employed in the conduct of the Home Occupation.~~

C. Any outdoor display or storage of materials, goods, supplies or equipment shall be prohibited, other than the signs noted below.



COCHISE COUNTY

Docket R-17-02 (Home Occupation)

- D. The generation of noise, vibrations, noxious odors, dust, heat, or glare detectable beyond any property line or the storage or use of hazardous materials of a type and amount that could create safety concerns or are not appropriate to dispose of in residential garbage or sewer systems is prohibited.
- E. No parking or delivery activity that causes on-street parking congestion or a substantial increase of traffic through the residential area. ~~No traffic shall be generated by such Home Occupation in greater volumes than would normally be expected in a residential neighborhood, and any need for parking generated by the conduct of such Home Occupation shall be met off the street.~~
- F. There shall be no change to the residential appearance of the premises ~~and the primary function of the occupation shall not be the sales or rentals of goods from the site.~~
- G. There shall be allowed one on-site non-illuminated permanent sign not to exceed four square feet with a maximum height of five-feet, a temporary sign no larger than twenty four by twenty four inches that is displayed during business hours, and vehicular signs.



COCHISE COUNTY

R-17-02 Zoning Regulations Update

Planning Commission Recommendation:

On September 13th, the Commission voted unanimously to recommend approval of the proposed text amendment



Public Programs...Personal Service

Regular Board of Supervisors Meeting

Meeting Date: 11/14/2017

Approve Sales from the July 2017 Online Tax Deed Land Auction

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 Arlethe G. Rios

TITLE Clerk of the Board

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Approve sales from the August 28 to September 8, 2017 Tax Deed Land Auction of parcels and units listed on Exhibit A and authorize the Clerk to post the remaining unsold properties for sale on an over-the-counter basis (see Exhibit B).

Background:

From August 28 through September 8, 2017, the third Online Tax Deed Land Auction was conducted, resulting in property sales of \$54,678.13. A total of 150 parcels were sold. All sold parcel information is on the attached Exhibit A (Parcels Sold). All funds were collected through our vendor Public Surplus and a check from them was sent to the County to deposit with the Treasurer's Office. A listing of the Parcels Sold was also provided to the County Treasurer to update the tax roll.

Exhibit B shows the remaining Unsold properties still available for over-the-counter (OTC) purchase. Staff is requesting the Board authorize posting of the OTC list immediately, together with the updated interactive map.

Prior to posting the OTC list, however, BOS staff will REVISE the OTC Terms and Conditions:

- 1) to include a provision that any counter-bids offered in an OTC sale must be in increments of \$25 over the submitted bid, and
- 2) that if multiple bids are received on the same parcel in an OTC situation, all bids will be opened and the highest bidder will be successful. If two or more bids for the same parcel are received for the same amount, the bid received first will be awarded the property.

Many thanks to the Board for allowing this process to be done online making it easier for bidders to participate in our auction.

Department's Next Steps (if approved):

Post OTC property list on website and work with bidders interested in purchasing those properties. REVISE OTC terms and conditions as noted above.

When funds have cleared the bank and all required notarized forms are in, issue deeds to new owners and record same.

Impact of NOT Approving/Alternatives:

Properties will not be deeded to the buyers and deposited funds will be returned.

To BOS Staff: Document Disposition/Follow-Up:

See Background section & Dept Next Steps section.

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

Exhibit A

Exhibit B

Unit ID	Parcel Number	Legal Description	First Name	Last Name	Sold Amount	Admin Fee
94	40774235	COCHISE COLLEGE PARK LOT 316	Adam	DeGrandpre	\$511.18	\$75.00
80	40629035	COCHISE COLLEGE PARK #10 LOT 3543	Adam	DeGrandpre	\$504.99	
35	20707109	AZ SUN SITES #10 LOT 11 BLK 978	Adam	DeGrandpre	\$530.19	
89	40773275	COCHISE COLLEGE PARK LOT 692	Andre	Wilson	\$255.00	\$75.00
91	40773308	COCHISE COLLEGE PARK LOT 741	Andre	Wilson	\$227.50	
122	40780245	LA COSTA EST LOT 717	Andre	Wilson	\$406.00	
2	12202173	AZ SUN SITES #3 LOT 8 BLK 341	Anthony	Liddell	\$800.00	\$75.00
	12202174	AZ SUN SITES #3 LOT 9 BLK 341	Anthony	Liddell		
106	40778283A	COCHISE COLLEGE PARK #3 LOTS 1232 1233 1234	Anthony	Liddell	\$1,656.19	
134	40828078	DOUGLAS LOT 25 BLK 139	BERNARDO	MORALES	\$2,500.00	\$75.00
133	40817061	CALUMET & QUEEN LOT 10 BLK 16	BERNARDO	MORALES	\$516.18	
121	40780153	LA COSTA EST LOT 592	BERNARDO	MORALES	\$336.19	
135	40829049	DOUGLAS S 30' 6IN OF N 80' OF LOTS 17 18 19 20 BLK 134	BERNARDO	MORALES	\$1,506.19	
5	20107234	WINCHESTER HGTS LOT 234	Bourekas	LLC	\$500.00	\$75.00
93	40774207	COCHISE COLLEGE PARK LOT 288	Bourekas	LLC	\$183.70	
125	40780479	LA COSTA EST LOT 859	Bourekas	LLC	\$616.19	
	40780480	LA COSTA EST LOT 858	Bourekas	LLC		
28	20608083	AZ SUN SITES #6 LOT 3 BLK 667	Bourekas	LLC	\$366.19	
	20608084	AZ SUN SITES #6 LOT 4 BLK 667	Bourekas	LLC		
54	40567327	CASA ADOBE #2 LOT 14 BLK 28	Bourekas	LLC	\$256.19	
	40567328	CASA ADOBE #2 LOT 13 BLK 28	Bourekas	LLC		
	40567329	CASA ADOBE #2 LOT 12 BLK 28	Bourekas	LLC		
62	40568041	VALLEY SPRINGS #6 LOT 45	Bourekas	LLC	\$606.19	
33	20707035	AZ SUN SITES #10 LOT 17 BLK 974	Bourekas	LLC	\$376.19	
11	20309341	TWIN LAKES COUNTRY CLUB #9 LOT 5088	Bourekas	LLC	\$506.19	
	20309342	TWIN LAKES COUNTRY CLUB #9 LOT 5087	Bourekas	LLC		
	20309343	TWIN LAKES COUNTRY CLUB #9 LOT 5086	Bourekas	LLC		
23	20342170	COCHISE COUNTRY CLUB #3 LOT 1170	Bourekas	LLC	\$606.19	
	20342171	COCHISE COUNTRY CLUB #3 LOT 1171	Bourekas	LLC		
	20342172	COCHISE COUNTRY CLUB #3 LOT 1172	Bourekas	LLC		
	20342173	COCHISE COUNTRY CLUB #3 LOT 1173	Bourekas	LLC		
	20342174	COCHISE COUNTRY CLUB #3 LOT 1174	Bourekas	LLC		
		CASA ADOBE #2 LOT 7 BLK 26 TOGETHER WITH A POR OF THE S2 OF				
57	40567497	ABANDONED ALLEY	Bourekas	LLC	\$158.70	
		CASA ADOBE #2 LOT 8 BLK 26 TOGETHER WITH A POR OF THE S2 OF				
	40567498	ABANDONED ALLEY	Bourekas	LLC		

48	40153088	SUN SITES RANCHES #3 LOT 88 BLK 36	Bourekas	LLC	\$3,006.19	
22	20342166	COCHISE COUNTRY CLUB #3 LOT 1166	Bourekas	LLC	\$238.70	
27	20607225	AZ SUN SITES #6 LOT 4 BLK 660	Bourekas	LLC	\$511.18	
24	20349401	COCHISE RECREATION AREA #2 LOT 219	Bourekas	LLC	\$164.70	
41	30560017	SUNNY ACRES OF ARIZONA #1 LOT 12	Bourekas	LLC	\$2,031.19	
	30560018	SUNNY ACRES OF ARIZONA #1 LOT 13	Bourekas	LLC		
	30560019	SUNNY ACRES OF ARIZONA #1 LOT 14	Bourekas	LLC		
	30560020	SUNNY ACRES OF ARIZONA #1 LOT 15	Bourekas	LLC		
	30560021	SUNNY ACRES OF ARIZONA #1 LOT 16	Bourekas	LLC		
	30560022	SUNNY ACRES OF ARIZONA #1 LOT 17	Bourekas	LLC		
	30560034	SUNNY ACRES OF ARIZONA #1 LOT 10	Bourekas	LLC		
	30560035	SUNNY ACRES OF ARIZONA #1 LOT 11	Bourekas	LLC		
55	40567488	CASA ADOBE #2 LOT 32 BLK 25 TOGETHER WITH A POR OF THE N2 OF ABANDONED ALLEY	buddy n	hylton	\$250.00	\$75.00
	40567489	CASA ADOBE #2 LOT 31 BLK 25 TOGETHER WITH A POR OF THE N2 OF ABANDONED ALLEY	buddy n	hylton		
	40567490	CASA ADOBE #2 LOT 30 BLK 25 TOGETHER WITH A POR OF THE N2 OF ABANDONED ALLEY	buddy n	hylton		
56	40567493	CASA ADOBE #2 LOT 27 BLK 25	buddy n	hylton	\$156.19	
	40567494	CASA ADOBE #2 LOT 26 BLK 25 TOGETHER WITH A POR OF THE S2 OF ABANDONED ALLEY	buddy n	hylton		
73	40625293	COCHISE COLLEGE PARK #8 LOT 2063	Didi	Freiman	\$386.19	\$75.00
117	40780081	LA COSTA EST LOT 482	Didi	Freiman	\$311.19	
71	40625004	COCHISE COLLEGE PARK #8 LOT 1774	Didi	Freiman	\$637.00	
	40625005	COCHISE COLLEGE PARK #8 LOT 1775	Didi	Freiman		
104	40778199	COCHISE COLLEGE PARK #3 LOT 1129	Didi	Freiman	\$276.19	
29	20608168	AZ SUN SITES #6 LOT 28 BLK 670	Gordon R	Weaver	\$1,076.00	\$75.00
	20608169	AZ SUN SITES #6 LOT 29 BLK 670	Gordon R	Weaver		
78	40628212	COCHISE COLLEGE PARK #10 LOT 4513	Hannelore R	Inman	\$185.70	\$75.00
		CASA ADOBE #2 LOT 14 BLK 27 TOGETHER WITH A POR OF THE W2 OF ABANDONED ALLEY	Hannelore R	Inman	\$100.00	
53	40567295	ABANDONED ALLEY	Hannelore R	Inman	\$100.00	
64	40614296	COCHISE COLLEGE PARK #11 LOT 4801	Janice	Henning	\$320.00	\$75.00
90	40773301	COCHISE COLLEGE PARK LOT 718	Jason	Kaplan	\$233.70	\$75.00
111	40779162	LA COSTA EST LOT 196	Jason	Kaplan	\$208.70	
97	40776056	COCHISE COLLEGE PARK #2 LOT 1208	Jason	Kaplan	\$158.70	
109	40779156	LA COSTA EST LOT 190	Jason	Kaplan	\$206.19	
86	40772105	COCHISE COLLEGE EST #2 LOT 656	Jason	Kaplan	\$238.70	
85	40772030	COCHISE COLLEGE EST #2 LOT 643	Jason	Kaplan	\$306.19	

113	40779263	LA COSTA EST LOT 296	Jason	Kaplan	\$183.70	
124	40780400	LA COSTA EST LOT 488	Jason	Kaplan	\$286.19	
96	40776018	COCHISE COLLEGE PARK #2 LOT 1093	Jason	Kaplan	\$208.70	
132	40782163	LA COSTA EST PLAT B LOT 1173	Jason	Kaplan	\$183.70	
115	40779326	LA COSTA EST LOT 397	Jason	Kaplan	\$233.70	
110	40779159	LA COSTA EST LOT 193	Jason	Kaplan	\$208.70	
114	40779272	LA COSTA EST LOT 305	Jason	Kaplan	\$366.19	
126	40780556	LA COSTA EST LOT 932	Jason	Kaplan	\$419.19	
66	40623239	COCHISE COLLEGE PARK #6 LOT 789	Jason	Kaplan	\$366.19	
116	40779342	LA COSTA EST LOT 350	Jason	Kaplan	\$646.19	
	40779343	LA COSTA EST LOT 349	Jason	Kaplan		
	40779344	LA COSTA EST LOT 348	Jason	Kaplan		
130	40782099	LA COSTA EST PLAT B LOT 1141	Jason	Kaplan	\$286.19	
123	40780256	LA COSTA EST LOT 728	Jason	Kaplan	\$386.19	
87	40772270	COCHISE COLLEGE EST #2 LOT 702	Jason	Kaplan	\$158.70	
88	40773074	COCHISE COLLEGE PARK LOT 771	Jason	Kaplan	\$208.70	
112	40779202	LA COSTA EST LOT 236	Jason	Kaplan	\$158.70	
101	40777215A	COCHISE COLLEGE EST LOTS 371 & 370	Jason	Kaplan	\$312.19	
42	40141015	SUN SITES RANCHES #2 LOT 55	Jason	Kaplan	\$635.00	
32	20704262	AZ SUN SITES #9 LOT 10 BLK 816	Jason	Searle	\$481.19	\$75.00
37	20708170	AZ SUN SITES #10 LOT 14 BLK 940	Jason	Searle	\$255.00	
31	20702201	AZ SUN SITES #9 LOT 1 BLK 781	Jason	Searle	\$361.19	
3	12202222	AZ SUN SITES #3 LOT 1 BLK 345	Jeffrey A	Wise	\$750.00	\$75.00
74	40627004	COCHISE COLLEGE PARK #9 LOT 2092	jesse j	worley	\$380.00	\$75.00
25	20416243	LA PLAYA EST #1 LOT 25 BLK 11	jorge j	velasco	\$294.00	\$75.00
16	20309561	TWIN LAKES COUNTRY CLUB #9 LOT 5271	kim	wallace	\$806.19	\$75.00
	20309562	TWIN LAKES COUNTRY CLUB #9 LOT 5272	kim	wallace		
	20309563	TWIN LAKES COUNTRY CLUB #9 LOT 5273	kim	wallace		
	20309564	TWIN LAKES COUNTRY CLUB #9 LOT 5274	kim	wallace		
	20309565	TWIN LAKES COUNTRY CLUB #9 LOT 5275	kim	wallace		
15	20309512	TWIN LAKES COUNTRY CLUB #9 LOT 5190	kim	wallace	\$250.00	
	20309513	TWIN LAKES COUNTRY CLUB #9 LOT 5199	kim	wallace		
30	20702063	AZ SUN SITES #9 LOT 3 BLK 774	Kimberly	Wihowski	\$330.00	\$75.00
18	20309680	TWIN LAKES COUNTRY CLUB #9 LOT 5195 Parcel Size: 0.45 Acres	Marisol	Pareja	\$1,500.00	\$75.00
	20309681	TWIN LAKES COUNTRY CLUB #9 LOT 5194 Parcel Size: 0.25 Acres	Marisol	Pareja		
	20309682	TWIN LAKES COUNTRY CLUB #9 LOT 5193 Parcel Size: 0.25 Acres	Marisol	Pareja		
	20309683	TWIN LAKES COUNTRY CLUB #9 LOT 5192 Parcel Size: 0.25 Acres	Marisol	Pareja		

	20309684	TWIN LAKES COUNTRY CLUB #9 LOT 5191 Parcel Size: 0.25 Acres	Marisol	Pareja		
	20309685	TWIN LAKES COUNTRY CLUB #9 LOT 5198 Parcel Size: 0.34 Acres	Marisol	Pareja		
	20309686	TWIN LAKES COUNTRY CLUB #9 LOT 5197 Parcel Size: 0.49 Acres	Marisol	Pareja		
	20309687	TWIN LAKES COUNTRY CLUB #9 LOT 5196 Parcel Size: 0.46 Acres	Marisol	Pareja		
46	40141265	SUN SITES RANCHES #2 LOT 248	Matthew J	Gilbert	\$531.19	\$75.00
45	40141263	SUN SITES RANCHES #2 LOT 232	Matthew J	Gilbert	\$525.00	
100	40777147	COCHISE COLLEGE EST LOT 18	Randy	Shields	\$257.19	\$75.00
99	40777119	COCHISE COLLEGE EST LOT 125	Randy	Shields	\$305.00	
103	40778178	COCHISE COLLEGE PARK #3 LOT 1126	Randy	Shields	\$233.70	
36	20707217	AZ SUN SITES #10 LOT 17 BLK 983	Richard	Searle	\$500.00	\$75.00
	20707218	AZ SUN SITES #10 LOT 18 BLK 983	Richard	Searle		
79	40628268	COCHISE COLLEGE PARK #10 LOT 4411	Richard T	Arzdorf	\$206.19	\$75.00
81	40629264	COCHISE COLLEGE PARK #10 LOT 3630	Richard T	Arzdorf	\$150.00	
95	40774379	COCHISE COLLEGE PARK LOT 460	Richard T	Arzdorf	\$271.19	
	40774380	COCHISE COLLEGE PARK LOT 461	Richard T	Arzdorf		
52	40567283	CASA ADOBE #2 LOT 2 BLK 27	Robert L	James	\$400.00	\$75.00
	40567284	CASA ADOBE #2 LOT 3 BLK 27	Robert L	James		
	40567285	CASA ADOBE #2 LOT 4 BLK 27	Robert L	James		
	40567286	CASA ADOBE #2 LOT 5 BLK 27	Robert L	James		
65	40623210	COCHISE COLLEGE PARK #6 LOT 802	Roberto	Trujillo	\$255.00	\$75.00
4	12206218	AZ SUN SITES #3 LOT 2 BLK 406	Scott J	Tramposch	\$1,075.00	\$75.00
	12206226	AZ SUN SITES #3 LOT 10 BLK 406	Scott J	Tramposch		
		WILLCOX NLY 10' OF LOT 12 & SLY 30' OF LOT 13 BLK 13 BY M&B BEG AT S29DEG 54MIN W10' FROM SE COR OF LOT 13 BLK 13 WILLCOX TWNS N60DEG 06MIN W150' N29DEG 54MIN E40' S60DEG 06MIN E150' S29DEG				
20	20328095	54MIN	Scott J	Tramposch	\$2,506.19	
118	40780091	LA COSTA EST LOT 530	Stacye L	McClain	\$819.19	\$75.00
	40780092	LA COSTA EST LOT 531	Stacye L	McClain		
108	40779117	LA COSTA EST LOT 151	Stacye L	McClain	\$336.19	
107	40779115	LA COSTA EST LOT 149	Stacye L	McClain	\$311.19	
92	40774007	COCHISE COLLEGE PARK LOT 34	Stacye L	McClain	\$411.19	
105	40778207	COCHISE COLLEGE PARK #3 LOT 1172	Stacye L	McClain	\$511.18	
120	40780126	LA COSTA EST LOT 565	Stacye L	McClain	\$405.00	
38	20713241	AZ SUN SITES #9 LOT 1 BLK 839	Theophilus	Oriabure	\$561.00	\$75.00
60	40567551	CASA ADOBE #2 LOT 9 BLK 39	Theophilus	Oriabure	\$114.70	
	40567552	CASA ADOBE #2 LOT 10 BLK 39	Theophilus	Oriabure		
61	40567554	CASA ADOBE #2 LOT 12 BLK 39	Theophilus	Oriabure	\$210.19	
	40567555	CASA ADOBE #2 LOT 13 BLK 39	Theophilus	Oriabure		

	40567556	CASA ADOBE #2 LOT 14 BLK 39	Theophilus	Oriabure		
58	40567546	CASA ADOBE #2 LOT 4 BLK 39	Theophilus	Oriabure	\$108.70	
119	40780114	LA COSTA EST LOT 553	Theophilus	Oriabure	\$261.19	
98	40776193	COCHISE COLLEGE PARK #2 LOT 1169	Wesley	Mazurek	\$336.19	\$75.00
	40776194	COCHISE COLLEGE PARK #2 LOT 1168	Wesley	Mazurek		
69	40623419	COCHISE COLLEGE PARK #6 LOT 955	Wesley	Mazurek	\$916.19	
	40623420	COCHISE COLLEGE PARK #6 LOT 954	Wesley	Mazurek		
70	40623432	COCHISE COLLEGE PARK #6 LOT 494	Wesley	Mazurek	\$461.19	
67	40623254	COCHISE COLLEGE PARK #6 LOT 774	Wesley	Mazurek	\$296.19	
26	20607206	AZ SUN SITES #6 LOT 21 BLK 659	Wesley	Mazurek	\$481.00	
127	40782015	LA COSTA EST PLAT B LOT 1117	Wesley	Mazurek	\$666.19	
	40782016	LA COSTA EST PLAT B LOT 1116	Wesley	Mazurek		
	40782017	LA COSTA EST PLAT B LOT 1115	Wesley	Mazurek		
75	40627396	COCHISE COLLEGE PARK #9 LOT 2482	Wesley	Mazurek	\$355.00	
76	40627573	COCHISE COLLEGE PARK #9 LOT 2659	Wesley	Mazurek	\$405.00	
77	40627710	COCHISE COLLEGE PARK #9 LOT 2796	Wesley	Mazurek	\$355.00	
128	40782022	LA COSTA EST PLAT B LOT 1110	Wesley	Mazurek	\$499.99	
	40782023	LA COSTA EST PLAT B LOT 1109	Wesley	Mazurek		
129	40782050	LA COSTA EST PLAT B LOT 1052	Wesley	Mazurek	\$455.00	
102	40778040	COCHISE COLLEGE PARK #3 LOT 1188	Wesley	Mazurek	\$455.00	
72	40625187	COCHISE COLLEGE PARK #8 LOT 1957	Wesley	Mazurek	\$355.00	

Unit ID	Parcel #	Legal Description	Acres	Zoning	Minimum Unit Bid
1	10671180	SECOND ADDN TO FRY LOT 24 BLK 13	0.193	MH-72	\$15,000.00
6	20309010	TWIN LAKES COUNTRY CLUB #9 LOT 5584	0.25	SR-8	\$4,000.00
	20309011	TWIN LAKES COUNTRY CLUB #9 LOT 5583	0.25	SR-8	
	20309012	TWIN LAKES COUNTRY CLUB #9 LOT 5582	0.25	SR-8	
	20309013	TWIN LAKES COUNTRY CLUB #9 LOT 5581	0.25	SR-8	
	20309014	TWIN LAKES COUNTRY CLUB #9 LOT 5580	0.25	SR-8	
	20309015	TWIN LAKES COUNTRY CLUB #9 LOT 5579	0.25	SR-8	
	20309016	TWIN LAKES COUNTRY CLUB #9 LOT 5578	0.25	SR-8	
	20309017	TWIN LAKES COUNTRY CLUB #9 LOT 5577	0.25	SR-8	
	20309018	TWIN LAKES COUNTRY CLUB #9 LOT 5576	0.26	SR-8	
	20309019	TWIN LAKES COUNTRY CLUB #9 LOT 5551	0.26	SR-8	
	20309020	TWIN LAKES COUNTRY CLUB #9 LOT 5550	0.25	SR-8	
	20309021	TWIN LAKES COUNTRY CLUB #9 LOT 5549	0.25	SR-8	
	20309022	TWIN LAKES COUNTRY CLUB #9 LOT 5548	0.25	SR-8	
	20309023	TWIN LAKES COUNTRY CLUB #9 LOT 5547	0.25	SR-8	
	20309024	TWIN LAKES COUNTRY CLUB #9 LOT 5546	0.25	SR-8	
	20309025	TWIN LAKES COUNTRY CLUB #9 LOT 5545	0.25	SR-8	
	20309026	TWIN LAKES COUNTRY CLUB #9 LOT 5544	0.25	SR-8	
	20309027	TWIN LAKES COUNTRY CLUB #9 LOT 5543	0.25	SR-8	
7	20309128	TWIN LAKES COUNTRY CLUB #9 LOT 5491	0.25	SR-8	\$2,000.00
	20309129	TWIN LAKES COUNTRY CLUB #9 LOT 5490	0.25	SR-8	
	20309130	TWIN LAKES COUNTRY CLUB #9 LOT 5489	0.25	SR-8	
	20309131	TWIN LAKES COUNTRY CLUB #9 LOT 5488	0.25	SR-8	
	20309132	TWIN LAKES COUNTRY CLUB #9 LOT 5487	0.25	SR-8	
	20309133	TWIN LAKES COUNTRY CLUB #9 LOT 5506	0.25	SR-8	
	20309134	TWIN LAKES COUNTRY CLUB #9 LOT 5505	0.25	SR-8	
	20309135	TWIN LAKES COUNTRY CLUB #9 LOT 5504	0.25	SR-8	
	20309136	TWIN LAKES COUNTRY CLUB #9 LOT 5503	0.25	SR-8	
	20309137	TWIN LAKES COUNTRY CLUB #9 LOT 5502	0.24	SR-8	
8	20309143	TWIN LAKES COUNTRY CLUB #9 LOT 5516	0.25	SR-8	\$2,000.00
	20309144	TWIN LAKES COUNTRY CLUB #9 LOT 5515	0.25	SR-8	
	20309145	TWIN LAKES COUNTRY CLUB #9 LOT 5514	0.25	SR-8	
	20309146	TWIN LAKES COUNTRY CLUB #9 LOT 5513	0.25	SR-8	
	20309147	TWIN LAKES COUNTRY CLUB #9 LOT 5512	0.25	SR-8	
	20309158	TWIN LAKES COUNTRY CLUB #9 LOT 5521	0.25	SR-8	
	20309159	TWIN LAKES COUNTRY CLUB #9 LOT 5520	0.25	SR-8	
	20309160	TWIN LAKES COUNTRY CLUB #9 LOT 5519	0.25	SR-8	
	20309161	TWIN LAKES COUNTRY CLUB #9 LOT 5518	0.25	SR-8	
	20309162	TWIN LAKES COUNTRY CLUB #9 LOT 5517	0.25	SR-8	
9	20309168	TWIN LAKES COUNTRY CLUB #9 LOT 5481	0.25	SR-8	\$2,000.00
	20309169	TWIN LAKES COUNTRY CLUB #9 LOT 5480	0.25	SR-8	
	20309170	TWIN LAKES COUNTRY CLUB #9 LOT 5479	0.25	SR-8	
	20309171	TWIN LAKES COUNTRY CLUB #9 LOT 5478	0.25	SR-8	
	20309172	TWIN LAKES COUNTRY CLUB #9 LOT 5477	0.25	SR-8	
	20309173	TWIN LAKES COUNTRY CLUB #9 LOT 5476	0.25	SR-8	
	20309174	TWIN LAKES COUNTRY CLUB #9 LOT 5475	0.25	SR-8	
	20309175	TWIN LAKES COUNTRY CLUB #9 LOT 5474	0.25	SR-8	
	20309176	TWIN LAKES COUNTRY CLUB #9 LOT 5473	0.25	SR-8	
	20309177	TWIN LAKES COUNTRY CLUB #9 LOT 5472	0.25	SR-8	

Unit ID	Parcel #	Legal Description	Acres	Zoning	Minimum Unit Bid
10	20309229	TWIN LAKES COUNTRY CLUB #9 LOT 5046	0.33	SR-8	\$1,000.00
	20309230	TWIN LAKES COUNTRY CLUB #9 LOT 5047	0.31	SR-8	
	20309231	TWIN LAKES COUNTRY CLUB #9 LOT 5008	0.24	SR-8	
	20309232	TWIN LAKES COUNTRY CLUB #9 LOT 5009	0.24	SR-8	
	20309233	TWIN LAKES COUNTRY CLUB #9 LOT 5010	0.24	SR-8	
	20309234	TWIN LAKES COUNTRY CLUB #9 LOT 5011	0.27	SR-8	
12	20309368	TWIN LAKES COUNTRY CLUB #9 LOT 4982	0.25	SR-8	\$800.00
	20309369	TWIN LAKES COUNTRY CLUB #9 LOT 4983	0.25	SR-8	
	20309370	TWIN LAKES COUNTRY CLUB #9 LOT 4984	0.25	SR-8	
	20309371	TWIN LAKES COUNTRY CLUB #9 LOT 4985	0.25	SR-8	
	20309372	TWIN LAKES COUNTRY CLUB #9 LOT 4986	0.25	SR-8	
13	20309437	TWIN LAKES COUNTRY CLUB #9 LOT 4954	0.34	SR-8	\$1,500.00
	20309438	TWIN LAKES COUNTRY CLUB #9 LOT 4953	0.34	SR-8	
	20309443	TWIN LAKES COUNTRY CLUB #9 LOT 4975	0.25	SR-8	
	20309444	TWIN LAKES COUNTRY CLUB #9 LOT 4974	0.25	SR-8	
	20309445	TWIN LAKES COUNTRY CLUB #9 LOT 4973	0.25	SR-8	
	20309446	TWIN LAKES COUNTRY CLUB #9 LOT 4972	0.25	SR-8	
	20309447	TWIN LAKES COUNTRY CLUB #9 LOT 4971	0.25	SR-8	
	20309448	TWIN LAKES COUNTRY CLUB #9 LOT 4970	0.25	SR-8	
14	20309469	TWIN LAKES COUNTRY CLUB #9 LOT 5134	0.36	SR-8	\$1,000.00
	20309470	TWIN LAKES COUNTRY CLUB #9 LOT 5135	0.39	SR-8	
	20309471	TWIN LAKES COUNTRY CLUB #9 LOT 5136	0.39	SR-8	
	20309472	TWIN LAKES COUNTRY CLUB #9 LOT 5137	0.25	SR-8	
	20309473	TWIN LAKES COUNTRY CLUB #9 LOT 5138	0.25	SR-8	
	20309474	TWIN LAKES COUNTRY CLUB #9 LOT 5139	0.25	SR-8	
17	20309572	TWIN LAKES COUNTRY CLUB #9 LOT 5290	0.25	SR-8	\$3,000.00
	20309573	TWIN LAKES COUNTRY CLUB #9 LOT 5291	0.25	SR-8	
	20309574	TWIN LAKES COUNTRY CLUB #9 LOT 5292	0.28	SR-8	
	20309575	TWIN LAKES COUNTRY CLUB #9 LOT 5293	0.28	SR-8	
	20309576	TWIN LAKES COUNTRY CLUB #9 LOT 5294	0.29	SR-8	
	20309577	TWIN LAKES COUNTRY CLUB #9 LOT 5295	0.25	SR-8	
	20309578	TWIN LAKES COUNTRY CLUB #9 LOT 5296	0.25	SR-8	
	20309579	TWIN LAKES COUNTRY CLUB #9 LOT 5297	0.25	SR-8	
	20309580	TWIN LAKES COUNTRY CLUB #9 LOT 5298	0.25	SR-8	
	20309588	TWIN LAKES COUNTRY CLUB #9 LOT 5306	0.25	SR-8	
	20309589	TWIN LAKES COUNTRY CLUB #9 LOT 5307	0.25	SR-8	
	20309590	TWIN LAKES COUNTRY CLUB #9 LOT 5308	0.25	SR-8	
	20309591	TWIN LAKES COUNTRY CLUB #9 LOT 5309	0.25	SR-8	

Unit ID	Parcel #	Legal Description	Acres	Zoning	Minimum Unit Bid
19	20314034	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5617	2.23	SR-8	\$15,000.00
	20314045	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5618	2.21	SR-8	
	20314046	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5619	2.22	SR-8	
	20314047	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5620	2.21	SR-8	
	20314048	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5621	2.21	SR-8	
	20314140	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5751	2.2	SR-8	
	20314141	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5750	2.2	SR-8	
	20314142	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5749	2.2	SR-8	
	20314143	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5764	2.2	SR-8	
	20314144	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5763	2.2	SR-8	
	20314145	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5762	2.2	SR-8	
	20314146	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5761	2.2	SR-8	
21	20342110	COCHISE COUNTRY CLUB #3 LOT 1110	0.19	SR-8	
	20342113	COCHISE COUNTRY CLUB #3 LOT 1113	0.19	SR-8	
	20342114	COCHISE COUNTRY CLUB #3 LOT 1114	0.19	SR-8	
	20342115	COCHISE COUNTRY CLUB #3 LOT 1115	0.19	SR-8	
	20342118	COCHISE COUNTRY CLUB #3 LOT 1118	0.19	SR-8	
	20342120	COCHISE COUNTRY CLUB #3 LOT 1120	0.19	SR-8	
	20342121	COCHISE COUNTRY CLUB #3 LOT 1121	0.17	SR-8	
	20342123	COCHISE COUNTRY CLUB #3 LOT 1123	0.16	SR-8	
	20342124	COCHISE COUNTRY CLUB #3 LOT 1124	0.2	SR-8	
	20342125	COCHISE COUNTRY CLUB #3 LOT 1125	0.14	SR-8	
	20342126	COCHISE COUNTRY CLUB #3 LOT 1126	0.14	SR-8	
	20342127	COCHISE COUNTRY CLUB #3 LOT 1127	0.14	SR-8	
	20342128	COCHISE COUNTRY CLUB #3 LOT 1128	0.14	SR-8	
	20342129	COCHISE COUNTRY CLUB #3 LOT 1129	0.14	SR-8	
	20342130	COCHISE COUNTRY CLUB #3 LOT 1130	0.14	SR-8	
	20342131	COCHISE COUNTRY CLUB #3 LOT 1131	0.14	SR-8	
	20342133	COCHISE COUNTRY CLUB #3 LOT 1133	0.14	SR-8	
	20342135	COCHISE COUNTRY CLUB #3 LOT 1135	0.14	SR-8	
	20342136	COCHISE COUNTRY CLUB #3 LOT 1136	0.14	SR-8	
	20342137	COCHISE COUNTRY CLUB #3 LOT 1137	0.14	SR-8	
	20342139	COCHISE COUNTRY CLUB #3 LOT 1139	0.14	SR-8	
34	20707077	AZ SUN SITES #10 LOT 15 BLK 976	0.51	SR-22	\$250.00
39	20713369	AZ SUN SITES #9 LOT 9 BLK 845	0.86	SR-22	\$450.00
40	30333349	SAN SIMON FRAC BLK 46	0.47	R-9	\$1,500.00
43	40141226	SUN SITES RANCHES #2 LOT 286	2.53	R-36	\$525.00
44	40141238	SUN SITES RANCHES #2 LOT 304	2.59	R-36	\$525.00
47	40153031	SUN SITES RANCHES #3 LOT 31 BLK 36	5.03	RU-4	\$6,000.00
	40153032	SUN SITES RANCHES #3 LOT 32 BLK 36	5.03	RU-4	
49	40444078	VALLEY SPRINGS #6 LOT 126	4.73	RU-4	\$4,500.00
50	40566208	CASA ADOBE #2 LOT 14 BLK 57 TOGETHER WITH A POR OF THE E2 OF ABANDONED ALLEY	0.16	SR-8	\$1,500.00
	40566209	CASA ADOBE #2 LOT 15 BLK 57 TOGETHER WITH A POR OF THE E2 OF ABANDONED ALLEY	0.16	SR-8	
	40566210	CASA ADOBE #2 LOT 16 BLK 57 TOGETHER WITH A POR OF THE E2 OF ABANDONED ALLEY	0.16	SR-8	
	40566211	CASA ADOBE #2 LOT 17 BLK 57 TOGETHER WITH A POR OF THE E2 OF ABANDONED ALLEY	0.16	SR-8	
	40566212	CASA ADOBE #2 LOT 18 BLK 57 TOGETHER WITH A POR OF THE E2 OF ABANDONED ALLEY	0.23	SR-8	
	40566213	CASA ADOBE #2 LOT 1 BLK 57 TOGETHER WITH A POR OF THE W2 OF ABANDONED ALLEY	0.23	SR-8	
	40566214	CASA ADOBE #2 LOT 2 BLK 57 TOGETHER WITH A POR OF THE W2 OF ABANDONED ALLEY	0.16	SR-8	
	40566215	CASA ADOBE #2 LOT 3 BLK 57 TOGETHER WITH A POR OF THE W2 OF ABANDONED ALLEY	0.16	SR-8	
	40566216	CASA ADOBE #2 LOT 4 BLK 57 TOGETHER WITH A POR OF THE W2 OF ABANDONED ALLEY	0.16	SR-8	
	40566217	CASA ADOBE #2 LOT 5 BLK 57 TOGETHER WITH A POR OF THE W2 OF ABANDONED ALLEY	0.16	SR-8	
	40566218	CASA ADOBE #2 LOT 6 BLK 57 TOGETHER WITH A POR OF THE W2 OF ABANDONED ALLEY	0.16	SR-8	
	40566219	CASA ADOBE #2 LOT 7 BLK 57 TOGETHER WITH A POR OF THE W2 OF ABANDONED ALLEY	0.16	SR-8	
	40566220	CASA ADOBE #2 LOT 8 BLK 57 TOGETHER WITH A POR OF THE W2 OF ABANDONED ALLEY	0.16	SR-8	
	40566221	CASA ADOBE #2 LOT 9 BLK 57 TOGETHER WITH A POR OF THE W2 OF ABANDONED ALLEY	0.18	SR-8	

Unit ID	Parcel #	Legal Description	Acres	Zoning	Minimum Unit Bid
51	40567240	CASA ADOBE #2 LOT 19 BLK 25 TOGETHER WITH A POR OF THE S2 OF ABANDONED ALLEY	0.24	SR-8	\$1,000.00
	40567241	CASA ADOBE #2 LOT 20 BLK 25 TOGETHER WITH A POR OF THE S2 OF ABANDONED ALLEY	0.23	SR-8	
	40567242	CASA ADOBE #2 LOT 21 BLK 25 TOGETHER WITH A POR OF THE S2 OF ABANDONED ALLEY	0.23	SR-8	
	40567243	CASA ADOBE #2 LOT 22 BLK 25 TOGETHER WITH A POR OF THE S2 OF ABANDONED ALLEY	0.24	SR-8	
	40567244	CASA ADOBE #2 LOT 23 BLK 25 TOGETHER WITH A POR OF THE S2 OF ABANDONED ALLEY	0.43	SR-8	
	40567245	CASA ADOBE #2 LOT 24 BLK 25	0.24	SR-8	
	40567246	CASA ADOBE #2 LOT 25 BLK 25 TOGETHER WITH A POR OF THE N2 OF ABANDONED ALLEY	0.28	SR-8	
	40567247	CASA ADOBE #2 LOT 4 BLK 26 TOGETHER WITH A POR OF THE N2 OF ABANDONED ALLEY	0.24	SR-8	
	40567248	CASA ADOBE #2 LOT 3 BLK 26 TOGETHER WITH A POR OF THE N2 OF ABANDONED ALLEY	0.24	SR-8	
	40567249	CASA ADOBE #2 LOT 2 BLK 26 TOGETHER WITH A POR OF THE N2 OF ABANDONED ALLEY	0.24	SR-8	
59	40567549	CASA ADOBE #2 LOT 7 BLK 39	0.14	SR-8	\$75.00
63	40568053	VALLEY SPRINGS #6 LOT 33	4	RU-4	\$3,000.00
68	40623406	COCHISE COLLEGE PARK #6 LOT 968	0.15	MH-72	\$600.00
82	40629433	COCHISE COLLEGE PARK #10 LOT 3852	0.33	SR-12	\$750.00
	40629434	COCHISE COLLEGE PARK #10 LOT 3851	0.29	SR-12	
	40629435	COCHISE COLLEGE PARK #10 LOT 3850	0.29	SR-12	
	40629436	COCHISE COLLEGE PARK #10 LOT 3849	0.25	SR-12	
	40629437	COCHISE COLLEGE PARK #10 LOT 3848	0.31	SR-12	
83	40629501	COCHISE COLLEGE PARK #10 LOT 3804	0.32	SR-12	
	40629502	COCHISE COLLEGE PARK #10 LOT 3805	0.33	SR-12	
	40629503	COCHISE COLLEGE PARK #10 LOT 3806	0.33	SR-12	
	40629504	COCHISE COLLEGE PARK #10 LOT 3807	0.33	SR-12	
	40629505	COCHISE COLLEGE PARK #10 LOT 3808	0.33	SR-12	
	40629506	COCHISE COLLEGE PARK #10 LOT 3809	0.33	SR-12	
	40629507	COCHISE COLLEGE PARK #10 LOT 3810	0.33	SR-12	
	40629508	COCHISE COLLEGE PARK #10 LOT 3811	0.33	SR-12	
	40629509	COCHISE COLLEGE PARK #10 LOT 3812	0.34	SR-12	
	40629610	COCHISE COLLEGE PARK #10 LOT 3924	0.32	SR-12	
	40629611	COCHISE COLLEGE PARK #10 LOT 3925	0.33	SR-12	
	40629612	COCHISE COLLEGE PARK #10 LOT 3926	0.33	SR-12	
84	40629667	COCHISE COLLEGE PARK #10 LOT 4006	0.36	SR-12	\$1,200.00
	40629668	COCHISE COLLEGE PARK #10 LOT 4007	0.33	SR-12	
	40629669	COCHISE COLLEGE PARK #10 LOT 4008	0.33	SR-12	
	40629670	COCHISE COLLEGE PARK #10 LOT 4009	0.33	SR-12	
	40629671	COCHISE COLLEGE PARK #10 LOT 4010	0.33	SR-12	
	40629672	COCHISE COLLEGE PARK #10 LOT 4011	0.33	SR-12	
	40629673	COCHISE COLLEGE PARK #10 LOT 4012	0.31	SR-12	
	40629674	COCHISE COLLEGE PARK #10 LOT 4013	0.31	SR-12	
131	40782137	LA COSTA EST PLAT B LOT 1225	0.44	RU-4	\$100.00

Regular Board of Supervisors Meeting

Meeting Date: 11/14/2017
AZ PRescription Drug Overdose Prevention Program
Submitted By: Briggita Hodges, Health & Social Services
Department: Health & Social Services
Presentation: No A/V Presentation
Document Signatures: BOS Signature NOT Required

Recommendation: Approve
of ORIGINALS Submitted for Signature: 0

NAME of PRESENTER: Carrie Langley
Mandated Function?: Not Mandated

TITLE of PRESENTER: Health Director
Source of Mandate 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 the new Arizona Prescription Drug Overdose Prevention Program Contract # ADHS18-180472 between the Arizona Department of Health Services and Cochise Health and Social Services in the amount of \$100,000 for the period of September 1, 2017 through August 31, 2018 with automatic annual renewals until 2022 dependent on funding.

Background:

The opioid prescribing awareness grant is awarded from AZDHS through a grant from the CDC in an effort to create an awareness around safe opioid prescribing practices and the processes by which to make treatment referrals. The education to be provided has demonstrated success in other states in reducing the number of unnecessarily prescribed opioids reducing the number of prescription abuse situations, especially among teens. Specifically, our aim will focus on promoting responsible prescribing and dispensing policies and practices and enhancement of assessments and referrals to substance abuse treatment. One of CHSS's existing public health nurses will facilitate this education throughout the county with providers and provider groups.

Department's Next Steps (if approved):

Your approvals are respectfully requested.

Impact of NOT Approving/Alternatives:

Continued and increased unneeded opioid prescriptions throughout the county potential increase in opioid addictions related to prescription abuse

To BOS Staff: Document Disposition/Follow-Up:

N/A

Budget Information

Information about available funds

Budgeted: **Funds Available:** **Amount Available:** \$100,000.00
Unbudgeted: **Funds NOT Available:** **Amendment:**

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2017/2018

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

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

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

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): \$47,909.00

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

Salaries/EREs \$87,314
A-87 OH at 54.87% \$47,909
Authorized OH \$0

Net County Subsidy

\$47,909

Attachments

Executive Summary

IPA

Grant Approval Form

Executive Summary Form

Agenda Number: HLT 3693

Recommendation:

Approve new Arizona Prescription Drug Overdose Prevention Program, Contract # ADHS18-180472 between the AZ Dept. of Health Services and Cochise Health and Social Services in the amount of \$100,000 for the period of 9/1/17 – 8/31/18 (contract runs through 8/31/22 but is subject to annual funding). This is a fixed-price grant.

Background (Brief):

The opioid prescribing awareness grant is awarded from AZDHS through a grant from the CDC in an effort to create an awareness around safe opioid prescribing practices and the processes by which to make treatment referrals. The education to be provided has demonstrated success in other states in reducing the number of unnecessarily prescribed opioids reducing the number of prescription abuse situations, especially among teens. Specifically, our aim will focus on promoting responsible prescribing and dispensing policies and practices and enhancement of assessments and referrals to substance abuse treatment. One of CHSS’s existing public health nurses will facilitate this education throughout the county with providers and provider groups.

Fiscal Impact & Funding Sources:

Salaries/EREs	\$87,314
A-87 OH at 54.87%	\$47,909
Authorized OH	<u>\$0</u>
Net County Subsidy	\$47,909

Next Steps/Action Items/Follow-up: Your approvals are respectfully requested.

Impact of Not Approving:

Continued and increased unneeded opioid prescriptions throughout the county potential increase in opioid addictions related to prescription abuse.



INTERGOVERNMENTAL AGREEMENT (IGA)

CONTRACT No.: ADHS18-180472

ARIZONA DEPARTMENT OF HEALTH SERVICES

150 North 18th Avenue, Suite 260
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: Arizona Prescription Drug Overdose Prevention Program

Begin Date: September 01, 2017

Geographic Service Area: Cochise Health and Social Services

Termination Date: August 31, 2022

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- Counties:** A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.
- Indian Tribes:** A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
- School Districts:** A.R.S. §§ 11-951, 11-952, and 15-342.
- City of Phoenix:** Chapter II, §§ 1 & 2, Charter, City of Phoenix.
- City of Tempe:** Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____ Federal Employer Identification No.: _____ Tax License No.: _____ Contractor Name: Cochise Health and Social Services Address: 1415 Melody Lane, Building A Bisbee, Arizona 85603	<p style="text-align: center;">FOR CLARIFICATION, CONTACT:</p> Name: <u>Carrie A. Langley, Director</u> Phone: <u>(520) 432-9468</u> FAX No: <u>(520) 432-9480</u> E-mail: <u>CLangley@cochise.az.gov</u>								
<p style="text-align: center;">CONTRACTOR SIGNATURE:</p> The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.	<p>This Contract shall henceforth be referred to as <u>Contract No.: ADHS18-180472</u>. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.</p> <p>State of Arizona Signed this _____ day of _____, 20____</p>								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Signature of Person Authorized to Sign</td> <td style="width: 30%;">Date</td> </tr> <tr> <td style="height: 40px;"> </td> <td> </td> </tr> </table> <p>Print Name and Title</p>	Signature of Person Authorized to Sign	Date			<p>Procurement Officer</p>				
Signature of Person Authorized to Sign	Date								
<p>CONTRACTOR / ATTORNEY SIGNATURE:</p> Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.	<p>Attorney General Contract, No. P0012014000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.</p> <p>The Attorney General, BY:</p>								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Signature of Person Authorized to Sign</td> <td style="width: 30%;">Date</td> </tr> <tr> <td style="text-align: center;"><i>Christine J. Roberts</i></td> <td style="text-align: center;">11/2/2017</td> </tr> </table> <p>Print Name and Title Christine J. Roberts, Civil Deputy County Attorney</p>	Signature of Person Authorized to Sign	Date	<i>Christine J. Roberts</i>	11/2/2017	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Signature</td> <td style="width: 50%;">Date</td> </tr> <tr> <td colspan="2">Assistant Attorney General:</td> </tr> </table>	Signature	Date	Assistant Attorney General:	
Signature of Person Authorized to Sign	Date								
<i>Christine J. Roberts</i>	11/2/2017								
Signature	Date								
Assistant Attorney General:									

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1. **DEFINITION OF TERMS:** As used in this Contract, the terms listed below are defined as follows:
 - 1.1 “Attachment” means any document attached to the Contract and incorporated into the Contract.
 - 1.2 “ADHS” means Arizona Department of Health Services.
 - 1.3 “Budget Term” means the period of time for which the contract budget has been created and during which funds should be expended.
 - 1.4 “Change Order” means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
 - 1.5 “Contract” means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
 - 1.6 “Contract Amendment” means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
 - 1.7 “Contractor” means any person who has a Contract with the Arizona Department of Health Services.
 - 1.8 “Cost Reimbursement” means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
 - 1.9 “Days” means calendar days unless otherwise specified.
 - 1.10 “Fixed Price” establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
 - 1.11 “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.12 “Materials” unless otherwise stated herein, means all property, including but not limited to equipment’s, supplies, printing, insurance and leases of property.
 - 1.13 “Procurement Officer” means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
 - 1.14 “Purchase Order” means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
 - 1.15 “Services” means the furnishing of labor, time or effort by a Contractor or Subcontractor.
 - 1.16 “Subcontract” means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
 - 1.17 “State” means the State of Arizona and/or the ADHS. For purposes of this Contract, the term “State” shall not include the Contractor.

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2. CONTRACT TYPE:

This Contract shall be:

 X **FIXED PRICE**

3. CONTRACT INTERPRETATION:

- 3.1. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 3.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 3.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 3.3.1. Terms and Conditions;
 - 3.3.2. Statement or Scope of Services;
 - 3.3.3. Attachments; and
 - 3.3.4. Referenced Documents.
- 3.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 3.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 3.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- 3.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3.8. Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. CONTRACT ADMINISTRATION AND OPERATION:

- 4.1. Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.
- 4.2. Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.

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- 4.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.
- 4.4. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5. Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records (“records”) relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6. Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
- 4.6.1. Federal Funding. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
- 4.6.2. State Funding. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7. Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10. Property of the State.
- 4.10.1. Equipment. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
- 4.10.2. Title and Rights to Materials. As used in this section, the term “Materials” means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts,

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results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

- 4.10.3. *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.
- 4.10.4. Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.
- 4.10.5. In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

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- 4.11. E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 4.12. Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

5. COSTS AND PAYMENTS:

- 5.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.
- 5.2. Recoupment of Contract Payments.
 - 5.2.1. *Unearned Advanced Funds*. Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.
 - 5.2.2. *Contracted Services*. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.
 - 5.2.3. *Refunds*. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.
 - 5.2.4. *Unacceptable Expenditures*. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.
- 5.3. Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

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5.4. Applicable Taxes.

5.4.1. *State and Local Transaction Privilege Taxes.* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2. *Tax Indemnification.* The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3. *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5. Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6. Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

- 5.6.1. Accept a decrease in price offered by the Contractor;
- 5.6.2. Reduce the number of goods or units of service and reduce the payments accordingly;
- 5.6.3. Offer reductions in funding as an alternative to Contract termination; or
- 5.6.4. Cancel the Contract.

6. CONTRACT CHANGES:

6.1. Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2. Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3. Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

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7. RISK AND LIABILITY:

- 7.1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 7.2. Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.
- 7.3. Force Majeure.
- 7.3.1. *Liability and Definition.* Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.
- 7.3.2. *Exclusions.* Force Majeure shall not include the following occurrences:
- 7.3.2.1. Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 7.3.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 7.3.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 7.3.3. *Notice.* If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 7.3.4. *Default.* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.
- 7.4. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

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8. DESCRIPTION OF MATERIALS: The following provisions shall apply to Materials only:

- 8.1. Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.
- 8.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:
 - 8.2.1. Of a quality to pass without objection in the Contract description;
 - 8.2.2. Fit for the intended purposes for which the Materials are used;
 - 8.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 - 8.2.4. Adequately contained, packaged and marked as the Contract may require; and
 - 8.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 8.3. Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.
- 8.4. Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 8.5. Survival of Rights and Obligations After Contract Expiration and Termination.
 - 8.5.1. *Contractor's Representations*. All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
 - 8.5.2. *Purchase Orders and Change Orders*. Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. STATE'S CONTRACTUAL REMEDIES:

- 9.1. Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.
- 9.2. Stop Work Order.
 - 9.2.1. *Terms*. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon

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receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.2.2. *Cancellation or Expiration.* If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3. Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4. Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. CONTRACT TERMINATION:

10.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

10.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4. Termination Without Cause.

10.4.1. Both the State and the Contractor may terminate this Contract at any time with thirty (30) days' notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2. If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

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10.4.3. If the State terminates this Contact pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5. Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6. Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7. Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8. Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. ARBITRATION:

Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

12. COMMUNICATION:

12.1. Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2. Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13. CLIENT GRIEVANCES:

If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

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14. SOVEREIGN IMMUNITY:

Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

15. FINGERPRINT AND CERTIFICATION REQUIREMENTS/JUVENILE SERVICES:

15.1. Paid and Unpaid Personnel. Pursuant to A.R.S. § 36-425.03, the Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et. seq.

15.2. Costs. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.

16. ADMINISTRATIVE CHANGES:

The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

17. SURVIVAL OF TERMS AFTER TERMINATION OR CANCELLATION OF CONTRACT:

All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

18. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA):

18.1. The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

18.2. If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

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19. COMMENTS WELCOME:

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 150 North 18th Avenue, Suite 260, Phoenix, Arizona 85007.

20. DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENT:

For federal funding, pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity) may receive a subaward from ADHS unless the entity provides its Data Universal Numbering System (DUNS) Number to ADHS.

21. THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA OR TRANSPARENCY ACT - P.L.109-282, AS AMENDED BY SECTION 6202(A) OF P.L. 110-252), FOUND AT <HTTPS://WWW.FSRS.GOV/>

If applicable, the Contractor/Grantee shall submit to ADHS via email the Grant Reporting Certification Form. This form and the instructions can be downloaded from the ADHS Procurement website at <http://www.azdhs.gov/operations/financial-services/procurement/index.php#ffata> and must be returned to the ADHS by the 15th of the month following that in which the award was received. The form shall be completed electronically, and submitted using the steps outlined in the Grant Reporting Certification Form Instructions to the following email address: ADHS_Grant@azdhs.gov. All required fields must be filled including Top Employee Compensation, if applicable. Completing the Grant Reporting Certification Form is required for compliance with the Office of Management and Budget (OMB), found at <http://www.whitehouse.gov/omb/open>. Failure to timely submit the Grant Reporting Certification Form could result in the loss of funds. This requirement applies to all subcontractors/sub-awardees utilized by the Contractor/Grantee for amounts exceeding \$30,000.00 during the term of the Award.

22. CONTRACTING; PROCUREMENT; INVESTMENT; PROHIBITIONS:

- 22.1. A public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.
- 22.2. A public entity may not adopt a procurement, investment or other policy that has the effect of inducing or requiring a person or company to boycott Israel.
- 22.3. Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the State up to and including termination of this Contract.

23. TECHNOLOGY REPLACEMENT:

In any event where product is discontinued, no longer available or technically inferior to newly developed product, the Contractor shall provide an equivalent replacement model at no additional cost and shall honor the original contract terms.

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1. DEFINITIONS:

- 1.1 “ADHS” for the purpose of this document refers to the Arizona Department of Health Services.
- 1.2 “OIP” for the purpose of this document refers to the Office of Injury Prevention within the Arizona Department of Health Services.
- 1.3 “CDC” for the purpose of this document refers to the Centers for Disease Control and Prevention.
- 1.4 “CME” for the purpose of this document refers to Continuing Medical Education.
- 1.5 “CSPMP” for the purpose of this document refers to the Controlled Substances Prescription Monitoring Program.
- 1.6 “County or County Health Department” for the purpose of this document means the individual counties selected as high-burden areas in the state to implement the Prescription Drug Misuse and Abuse Toolkit.
- 1.7 “County Health Department program managers” for the purpose of this document, refers to the individual who works for the Contractor who has overall responsibility of the proposed project, including management of staff and Contractors to ensure that the State is in compliance with all grant requirements and communication with ADHS on progress made toward achieving the deliverables.
- 1.8 “DEA” for the purpose of this document refers to the United States Drug Enforcement Administration.
- 1.9 “High-burden areas” for the purpose of this document refers to communities which are identified by the department and Contractor as areas within the county with the highest rates of prescription drug mortality and morbidity.
- 1.10 “NAS” for the purpose of this document refers to Neonatal Abstinence Syndrome.
- 1.11 “Partners” for the purpose of this document refers to state agencies, providers, EBP’s, communities and others.
- 1.12 “PSAs” for the purpose of this document refers to public service announcements.
- 1.13 “RHBAs” for the purpose of this document refers to Regional Behavioral Health Authorities.
- 1.14 “Rx” for the purpose of this document refers to prescription.
- 1.15 “ADHS Program Manager” means Arizona Department of Health Services employed staff managing the Project contract.
- 1.16 “ADHS Injury Epidemiologist” means Arizona Department of Health Services employed injury epidemiologist.
- 1.17 “Shall or Must” means a mandatory requirement. Failure to meet these mandatory requirements may deem Contractor out of compliance with the Contract.

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2. BACKGROUND:

- 2.1 The Arizona Department of Health Services (ADHS) Office of Injury Prevention (OIP) administers funds provided by the Centers for Disease Control and Prevention (CDC) for operation of the Prescription Drug Overdose Prevention for States grant. Abuse and addiction to opioids is a serious and challenging national public health problem. Deaths from drug overdose have risen steadily over the past two (2) decades and have become the leading cause of injury death in the United States. According to the CDC, drug overdoses accounted for fifty-two thousand, four hundred and four (52,404) deaths in the United States in 2015, of which, approximately sixty-three percent (63%) involved an opioid.
- 2.2 In 2015, Arizona ranked eightieth (18th) highest in the nation for drug poisoning fatalities with an age adjusted rate of 20.1 deaths per one hundred thousand (100,000) population. Of these fatalities, the most commonly specified drug on death certificates was pharmaceutical opioids (n=401; thirty percent 30%). In 2015, non-fatal poisoning-related inpatient hospitalizations involved prescription opioids in nearly one thousand, one hundred (1,100) cases (14.75 per one hundred thousand (100,000) population). During the same year, prescription opioids were also associated with more than one-thousand and one-hundred (1,100) non-fatal emergency department cases as well (16.46 per one hundred thousand (100,000) populations). In 2016, deaths directly attributed to opioids continued to increase in Arizona, with preliminary data showing a 16.3% increase in opioid deaths since 2015 (n=790).
- 2.3 Although rates of adult prescription drug misuse and abuse traverse all age categories and regions in Arizona, rates appear to be particularly high among individuals living within the Southeastern region of the state and for those between aged forty-five through fifty-four (45 to 54) years of age. Among all pharmaceutical opioids deaths, females aged forty-five through fifty-four (45 to 54) years had the highest rate in 2015 (15.1 deaths per one hundred thousand (100,000)). Age-adjusted poisoning mortality rates are also highest among American Indians or Alaska Natives at 36.5 per one hundred thousand (100,000) residents; representing a forty-one percent (41%) increase from the previous year.
- 2.4 Numbers of prescriptions have also risen quite dramatically in recent years. According to data from Arizona's Controlled Substances Prescription Monitoring Program (CSPMP), there were approximately 5.9 million Opioid prescriptions written and four hundred and forty-seven (447) million pills dispensed in Arizona in 2015. This equates to 65.8 pills for every person, adults and children, living in Arizona, which suggest that the vast supply of prescription opioids is dramatically contributing to the problem.
- 2.5 In Arizona, the incidence of Neonatal Abstinence Syndrome (NAS) among newborns has also increased by two hundred and thirty-five percent (235%) from 2008. In 2015, there were one thousand, three hundred and seventy-four (1,374) substance exposed newborns born in Arizona identified during 2015 with presence of a substance exposure at birth resulting in a total of four hundred and seventy (470) NAS cases (5.7 per 1,000 live births).

3. OBJECTIVES:

With resources awarded through the Prescription Drug Overdose Prevention for States grant, Arizona will be well equipped to develop, implement, and assess relevant and proven strategies to halt, reverse, and diminish the opioid crisis in our state. Key Strategies and Initiatives that will guide our work include:

- 3.1 Improve the use of Arizona's CSPMP in conjunction with proactive data reporting and analysis of the program;
- 3.2 Expand the implementation of the community prevention efforts of the Arizona Prescription Drug Misuse and Abuse Initiative using the Rx Drug Misuse & Abuse Initiative Community Toolkit. The five (5) strategies are as follows:

Strategy 1: Reduce Illicit Acquisitions and Diversion of Prescription Medications,

Strategy 2: Promote Responsible Prescribing and Dispensing Policies and Practices,

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Strategy 3: Enhance Rx Drug Practices and Policies among Law Enforcement,

Strategy 4: Increase Public Awareness and Patient Education about the Risks of Rx Drug Misuse and Abuse;
and

Strategy 5: Enhance Assessment and Referral to Treatment,

3.3 Build local capacity, particularly through County Health Departments to implement activities and sub-activities, i.e., provide "boots on the ground", technical expertise for analysis and strategic planning, enhance community situational awareness through outreach and education; and

3.4 Increase and evaluate the uptake of the Arizona Opioid Prescribing Guidelines.

4. SCOPE OF SERVICES:

The Contractor shall perform all necessary efforts to work with community stakeholders within the County to build local health department capacity to:

4.1 Coordinate intensive prevention efforts aimed at high-burden areas within the County;

4.2 Complement and enhance where appropriate, but shall not duplicate, activities conducted through similar prevention grants, e.g., Harold Rogers grant;

4.3 Work with community stakeholders to identify goals and objectives to reduce prescription misuse and abuse using strategies and activities contained in the Rx Drug Misuse & Abuse Initiative Toolkit; and

4.4 Build local health department capacity to develop and disseminate accessible analysis of local prescribing and mortality trends to community, state, and media partners.

5. TASKS:

The Contractor shall:

5.1 Implement "Sign Up To Save Lives" campaigns. "Sign Up To Save Lives" has been identified as an evidence-based campaign and is a strategy in the Rx Drug Misuse and Abuse Toolkit. This campaign is designed to increase awareness of the CSPMP tool and facilitate enrollment and usage of prescribers, delegates, and pharmacists to the CSPMP;

5.2 Continue with educational efforts to encourage use of the CSPMP;

5.3 Print, distribute, and educate Rx Drug Misuse and Abuse Initiative Toolkit to high-burden areas of county in meetings with community partners;

5.4 Attend Rx Drug Misuse & Abuse Initiative Toolkit trainings with County Health Department employees, local coalitions, faith-based organizations, RHBAs and others. At these trainings, all five (5) strategies shall be reviewed with an emphasis on problematic prescribing. Rx Drug Misuse & Abuse Initiative Toolkits shall be distributed;

5.5 Coordinate with their local substance abuse coalitions;

5.6 Participate in follow-up and ongoing training regarding the Rx Drug Misuse & Abuse Initiative Toolkit at quarterly meetings with ADHS;

5.7 Build local health department capacity to develop and disseminate accessible analyses of local prescribing and mortality trends to facilitate pickup by local media;

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- 5.8 Develop county level analyses for hospital and mortality data. ADHS injury epidemiologist shall work with County Health Departments to develop analyses regarding emergency department visits, in patient hospitalizations, and drug poisoning;
- 5.9 Disseminate local prescribing and mortality trends. The ADHS program manager shall educate the County Health Department program managers on how to disseminate local prescribing and mortality trends using documents available in the Rx Drug Misuse & Abuse Initiative Toolkit (e.g., how to create a PSA);
- 5.10 Receive pre-approval before releasing any PSAs or new educational material;
- 5.11 Expand uptake and use of Arizona Guidelines for Emergency Department Controlled Substance Prescribing, the Arizona Opioid Prescribing Guidelines, and the Arizona Guidelines for Dispensing Controlled Substances;
- 5.12 Increase awareness on the “Safe and Effective Opioid Prescribing While Managing Acute and Chronic Pain” online CME course developed by the University of Arizona – Center for Rural Health to help Arizona DEA prescribers incorporate into practice the 2014 Arizona Opioid Prescribing Guidelines to prescribers in high-burden areas of county in community meetings and meetings with prescribers;
- 5.13 Maintain documentation to quantify the number of Rx Drug Misuse & Abuse Initiative Toolkit, “Sign Up To Save Lives” brochures, and prescription guidelines distributed;
- 5.14 Maintain documentation of any PSAs created and run in the county regarding prescription drug misuse and abuse; and
- 5.15 Prepare and submit a quarterly Contractor’s Expenditure Report (CER) with supporting documentation due quarterly no later than thirty (30) days following the end of each quarter.

6. STATE PROVIDED ITEMS:

ADHS will provide:

- 6.1 Technical assistance to Contractor’s staff that shall implement the Arizona Rx Drug Misuse and Abuse Toolkit; and
- 6.2 Any forms or guides that may be necessary to establish a certification process.

7. REFERENCE DOCUMENTS:

- 7.1 Monitor the implementation and operation of the Rx Drug Misuse & Abuse Initiative Toolkit and ongoing compliance with Contract provisions through site visits, review of submitted forms and other mechanisms;
- 7.2 Conference call details for workgroup activity;
- 7.3 Hold conference calls for workgroup activities; and
- 7.4 Centers for Disease Control and Prevention (CDC), National Center for Injury Prevention and Control, Prescription Drug Overdose Prevention for States, CDC-RFA-CE15-1501.

8. APPROVALS:

- 8.1 Submitted reports shall be approved by the ADHS Program Manager prior to reimbursement; and
- 8.2 Prior to publishing or recording any marketing materials including, but not limited to, brochures, posters, public service announcements, publications, videos, or journal articles which will be developed and paid using funds awarded under this Contract, a draft of the marketing material must first be approved by ADHS. The ADHS

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Public Information Officer must approve prior to the dissemination of such materials or airing of such announcements.

9. DELIVERABLES:

Any required lists or reports may be submitted electronically.

The Contractor shall submit to ADHS:

- 9.1 A completed Contractor's Expenditure Report (CER) with supporting documentation due quarterly no later than thirty (30) days following the end of each quarter;
- 9.2 A final CER with supporting documentation no later than sixty (60) days following the end of each Contract year;
- 9.3 Documentation to quantify the number of Rx Drug Misuse & Abuse Initiative Toolkit, "Sign Up To Save Lives" brochures, and prescription guidelines distributed;
- 9.4 Documentation to quantify the number of any PSAs created and run in the County;
- 9.5 Documentation to quantify the number of all trainings and meetings conducted based on materials from the Rx Drug Misuse & Abuse Initiative Toolkit;
- 9.6 Results of analyses on drug poisonings completed at the local level; and
- 9.7 An annual summary of all grant activity, not later than sixty (60) days following the end of each contract year.

10. NOTICES, CORRESPONDENCE, REPORTS, AND INVOICES:

10.1 Notices, Correspondence, Reports and Invoices/CER's from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services
 Bureau of Women's and Children's Health (BWCH)
 Injury and Substance Abuse Prevention Manager
 Office of Injury Prevention
 150 North 18th Avenue, Suite #320
 Phoenix, Arizona 85007
 Phone: (602) 364-3321
 Fax: (602) 364-1496
 Email: Lacie.Ampadu@azdhs.gov

10.2 Invoices shall be emailed to: invoices@azdhs.gov

10.3 Notices, Correspondence, Reports and Payments from ADHS to the Contractor shall be sent to:

Cochise Health and Social Services
 Attn: Carrie A. Langley, Director
 1415 Melody Lane, Building A
 Bisbee, Arizona 85603
 Phone: (520) 432-9468
 Fax: (520) 432-9480
 Email: CLangley@cochise.az.gov

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT PRICE SHEET
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ARIZONA PRESCRIPTION DRUG OVERDOSE PREVENTION PROGRAM

PRICE SHEET

LINE ITEM	DESCRIPTION OF SERVICE	# OF UNITS	UOM	UNIT COST	TOTAL
1	IMPLEMENTATION OF PRESCRIPTION DRUG TOOLKIT	4	QTR	\$25,000.00	\$100,000.00

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:
www.CFDA.gov

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant: Yes No

Grant No:

Amendment: Yes No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

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

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

Is revertment of unexpected funds required at the end of grant period? Yes No

(a) Total indirect (A-87) Cost Allocation:

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

Is there a Secondary Grant Award associated with this Grant? Yes No

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

NOTE: Please attach this Grant Approval form to the AgendaQuick item. The AgendaQuick "Grant Approval template" must be used. Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed GRANT DOCUMENT (not this approval form) to the Finance Department.

Regular Board of Supervisors Meeting

Information Technologies

Meeting Date: 11/14/2017
 Arizona Public Media (AZPM) IGA
Submitted By: Joe Casey, Information Technology
Department: Information Technology
Presentation: No A/V Presentation **Recommendation:** Approve
Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 2
NAME of PRESENTER: Joe Casey **TITLE of PRESENTER:** IT Director
Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**

Docket Number (If applicable):

Information

Agenda Item Text:

Approve Intergovernmental Agreement (IGA) between Cochise County and Arizona Public Media for construction of a communication tower to be shared by both entities, with the cost the County of up to \$250,000 effective immediately through November 14, 2042.

Background:

The County currently has an 80-foot self-supporting Tower located on the Site, and an engineering study jointly commissioned by AZPM at County's request determined that the Tower is substantially over capacity. County and AZPM agree that, due to the substantial overload on the current Tower, structural modifications to the existing Tower would be impossible or prohibitively costly, and instead agree that it is in the best interest of both County and AZPM to construct/replace with a new tower (the "New Tower") on the site currently occupied by a secondary County tower.

Department's Next Steps (if approved):

Initiate orders to remove old tower and build a new tower in its place.

Impact of NOT Approving/Alternatives:

County would be responsible for the full cost of building a new tower.

To BOS Staff: Document Disposition/Follow-Up:

Please send signed copies to IT Director.

Budget Information

Information about available funds

Budgeted: **Funds Available:** **Amount Available:** \$250,000
Unbudgeted: **Funds NOT Available:** **Amendment:**

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

AZPM IGA

**INTERGOVERNMENTAL AGREEMENT
FOR CONSTRUCTION OF A COMMUNICATIONS TOWER AND
INSTALLATION OF AN FM RADIO ANTENNA BETWEEN
COCHISE COUNTY AND THE ARIZONA BOARD OF REGENTS ON
BEHALF OF THE UNIVERSITY OF ARIZONA, ARIZONA PUBLIC MEDIA**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into by and between Cochise County, a political subdivision of the State of Arizona, hereinafter “County” and The Arizona Board of Regents on behalf of the University of Arizona, Arizona Public Media, hereinafter “AZPM”, pursuant to A.R.S. § 11-952 *et seq.*

RECITALS

A. County and AZPM may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. §§ 11-951 through 11-954 and 41-2631 through 41-2634.

B. County is a member of the Mule Mountain Users Association (the “Association”), which controls access to a tower owned by the County that is located on an area of the Mule Mountains commonly known as Juniper Flats (the “Tower”).

C. The County currently has an 80-foot self-supporting Tower located on the Site, and an engineering study jointly commissioned by AZPM at County’s request determined that the Tower is substantially over capacity.

D. County and AZPM agree that, due to the substantial overload on the current Tower, structural modifications to the existing Tower would be impossible or prohibitively costly, and instead agree that it is in the best interest of both County and AZPM to construct/replace with a new tower (the “New Tower”) on the site currently occupied by a secondary County tower.

E. The County currently has two shelters (the “Shelters”) next to the Tower, one of which houses communications equipment, and one of which houses a generator.

F. On April 8, 2016, AZPM applied to the Association to co-locate an FM antenna and transmitter on the Site and have access to the Shelters for installation of related equipment.

G. Because the existing Tower is over capacity, County and AZPM desire to set forth the terms upon which AZPM and County will jointly fund the construction of the New Tower on

which AZPM may collocate its antenna, and will share in the costs and use of shelters and other ancillary equipment.

AGREEMENT

1. **Purpose.** The purpose of this Agreement is to set forth the rights and responsibilities of the parties related to the construction of the New Tower, installation and collocation of AZPM's FM radio antenna on the New Tower, and the joint use of shelters, generators and other ancillary equipment at the Site.

2. **License.** The County hereby grants AZPM a license (the "License") to install and maintain an FM Radio Broadcast Antenna (the "Antenna") on the New Tower on the following conditions:

A. **Approvals.** The County has supported AZPM's application to the Association, which has been granted, and will continue to support any further approvals needed from the Association. In addition, the County will cooperate in securing any approvals for this license as may be needed from the Bureau of Land Management, which owns the real estate on which the Tower is located, and on which the New Tower will be constructed, for construction of the New Tower and for such additional structures as may be necessary for a generator with sufficient capacity to facilitate use of all of the County's and AZPM's equipment, its fuel tank, and such other equipment as may be necessary to the operation of the New Tower and communications equipment.

B. The AZPM FM Broadcast Antenna that will initially be collocated on the New Tower will be a 19' 11", 3-bay antenna, to be attached to a mast placed at the top of the Tower. The attached mast must be of sufficient height to provide 10' of clear vertical space below the antenna to prevent obstruction of the antenna's radiation pattern, and 10' of clear vertical space above the antenna to accommodate any additional antennae that may be installed later and must be located above the FM antenna.

C. AZPM will also install a Licensed Microwave Dish pointing west towards Sierra Vista to provide communication with the new FM Station.

D. **Construction of the New Tower.** County and AZPM agree to cooperate in the engineering, design and construction of the New Tower, and to share in the costs of same, as follows:

- i. AZPM has commissioned, at its expense, a detailed independent engineering study of the Tower, that resulted in the determination that the New Tower must be built.
- ii. AZPM and County will share the costs associated with engineering, design and construction of the New Tower equally, as set forth in more detail in this Agreement.

- iii. AZPM retained the services of a soil engineer to perform initial testing necessary to inform the design of the New Tower, and covered the costs of this engineer; these costs will be included in the project cost that is shared equally by the parties. The soil engineer's fees were \$2,884.
- iv. County and AZPM will cooperate in designing the New Tower, using a design and engineering team to be selected by County through its standard procurement process, with a cap of \$400,000. If the cost will exceed \$400,000, the parties will discuss whether to move forward with construction of the New Tower before proceeding further.
- v. County will select a contractor or contractors for construction of the New Tower, using its standard procurement process.
- vi. AZPM will reimburse County for 50% of the costs of design and construction, with a credit to be given for amounts paid by AZPM to the soils engineer as set forth in paragraph 2, above. County will provide AZPM with copies of all invoices or billing statements for which reimbursement is sought, together with appropriate backup documentation, and AZPM will process reimbursement payments regularly, but not more frequently than monthly.
- vii. The parties acknowledge that after the Tower is modified and the Antenna is installed, from time to time the Tower will require maintenance. The County will be responsible for performing or contracting for maintenance.
- viii. After the New Tower is built, AZPM will have 24/7/365 access to the New Tower to perform maintenance of its Antenna; provided, however, that AZPM shall notify the County before accessing the New Tower.
- ix. Damage or Destruction.
 - a. In the event the New Tower is damaged or destroyed within ten (10) years from the date it is built, and such damage or destruction is not due to the negligence or intentional act of either party, County shall be responsible for promptly rebuilding the New Tower, but AZPM will contribute an amount equal to one-half of any deductible that the County must pay.
 - b. If the New Tower is damaged or destroyed, and such damage or destruction is determined by a court to have been caused by the negligence or intentional act of either party, the party whose negligence or intentional act resulted in the damage or destruction shall be responsible for the cost of repairing or rebuilding the New Tower, with no contribution from the other party.
 - c. Each party shall be solely responsible for insuring its equipment, including antennas, mounted on the New Tower or located at the site.

E. Modification of and/or Future Equipment Installation on the New Tower. After completion of construction of the New Tower and installation of the initial complement of equipment, including AZPM's antenna, on the New Tower, in accordance with the certified design capacity of the structure, any future tower modifications and/or installations of additional equipment will be allowed only following completion of an analysis to be conducted by a licensed structural engineer that certifies that the proposed tower modification and/or equipment installation will not exceed the design capacity of the tower structure.

F. Shelters. The County will provide AZPM with 24/7/365 access to the equipment and generator shelters (the "Shelters") located at the base of the New Tower that house the generator and other equipment necessary to operate the Antenna and the County's antenna. AZPM may install one (1) 72" rack in which to place AZPM's transmission equipment to be configured in a manner that will comply with the stipulations of County's approved BLM site plan. County will supply AZPM with at least one (1) set of keys to the Shelters.

G. Electric Power. AZPM will install a dedicated electric power meter to monitor the power consumption of its broadcast and related equipment and will set up an account with the local utility company for its electrical power service. The installation will include two (2) transfer switches and two (2) circuit breakers.

H. Electric Power Generator.

- i. County will obtain a new diesel-powered generator to serve the New Tower, to be configured in a manner that will comply with the stipulations of County's approved BLM site plan. AZPM will cover one-half of the cost of the generator, in an amount not to exceed \$20,000. This will replace the County's existing generator, which will be removed at County's expense.
- ii. Rating. The generator will be rated to supply the electrical load required to continuously operate AZPM's radio transmitter and associated equipment and County's transmitter and associated equipment during grid-sourced electric power service interruptions.
- iii. County will bear all costs associated with routine repairs and installation of the generator. In the event of a catastrophic failure resulting in the need to incur more than \$5,000 in repair costs, or the need to replace the generator, AZPM will share equally in those costs.

I. Generator Fuel. County will be responsible for maintaining a sufficient fuel reserve for the generator and will work with AZPM to develop a metric for determining AZPM's share of re-fueling fees.

J. Installation and Use of the Antenna/Interference Elimination. The parties acknowledge that there is potential for operation of the Antenna to interfere with the frequencies of the County's antenna and frequencies of other members of the Association. Accordingly:

- i. After installing the Antenna, but before permanent operation, there will first be a test period to ensure that there is no interference. This will be determined by the Users Association.
- ii. At any time during the term of this Agreement, if operation of the Antenna interferes with wireless communications operations of the County or other members of the Association, AZPM will promptly respond to eliminate any such interference and will bear all costs incurred in eliminating such interference.

K. Mule Mountain Site Plan.

- i. **Costs of Preparation.** County and AZPM will equally share in the cost of preparing and submitting the required BLM Mule Mountain telecommunications site plan for the New Tower and any related construction.
- ii. As the approved tenant of BLM's Mule Mountain telecommunications site, County will act as petitioner to the BLM for approval of the required modified site plan.
- iii. County agrees to represent AZPM's best interests to the Mule Mountain Users Association and to facilitate acceptance of AZPM's co-location at County's Mule Mountain location.

L. **County's Antenna.** The County shall have the right to change-out or add an antenna to the New Tower; provided, however, that any such change-out or addition made in accordance with Section 2.D. of this Agreement shall not interfere with AZPM's operation of its Antenna; and provided further that if such change-out or addition affects or may affect the structural integrity of the Tower, the County will be responsible for modifying the Tower at its own cost.

3. Term and Termination

A. This Agreement will commence on the date of execution by all parties. It shall remain in effect for twenty-five years. County may terminate this Agreement only in the event of material breach by AZPM, and only if such material breach is not remedied within sixty days of written notice to AZPM specifying such breach. If AZPM diligently undertakes a remedy, but it is not possible to remedy the breach within sixty days of written notice, AZPM must undertake and diligently pursue such remedy, and if the breach is not fully remedied within 180 days, the County may in its discretion terminate this Agreement. Either party may terminate this Agreement for material breach by the other party, with notice to such party, and after good faith attempts to resolve any dispute concerning the breach. Any modification of this Agreement shall be by formal written amendment executed by both parties. The parties may extend this Agreement by formal written extension executed by both Parties.

B. Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason the Cochise County Board of Supervisors or the Arizona State legislature does not appropriate sufficient monies to allow the fulfillment of either party's obligations under this Agreement. In the event of such cancellation, County shall have no further

obligation to AZPM, and AZPM's only obligation to County will be to remove its equipment from the Tower and restore the Tower and Site to their condition as of the Effective Date of this Agreement.

C. Upon termination of this Agreement, AZPM will promptly remove its Antenna and any of its equipment in the Shelter; provided, however, that, at the County's option, the Generator and any other equipment necessary to operate the County's antenna shall remain.

4. **Severability.** Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

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

In addition, AZPM shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless County, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") 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 AZPM'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 Workers' 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 negligent 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.

6. **Americans with Disabilities Act.** The Parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

7. **Cancellation for Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

8. **No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and any of AZPM's, or between AZPM and any County employees. None of the parties shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other party.

9. **Insurance.**

A. Coverages. Subject to section 10. E. below, the Parties to this Intergovernmental Agreement shall obtain and maintain at their own expense, during the entire term of this Agreement the following type(s) and amounts of insurance:

- i) *Commercial General Liability.* Coverage shall be at least as broad as ISO form CG 00 01 in an amount not less than \$2,000,000.00, endorsed to include County as an additional insured with coverage at least as broad as ISO form CG 20 10.
- ii) *Commercial General Automobile Liability.* Coverage shall be at least as broad as ISO form CA 00 01 in an amount not less than \$1,000,000.00 for vehicles actually used in the operations at the Premises (as compared to use for simple commuting).
- iii) *Workers' Compensation.* Statutory limits, with Employers' Liability coverage in an amount not less than \$1,000,000.00 per injury, illness, or disease.
- iv) *Property.* Property insurance covering the Party's real and personal property.

B. Waiver of Subrogation. Each Party waives its claims and subrogation rights against the other for losses typically covered by liability or property insurance coverage.

C. Certificates of Insurance. 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.

D. Self-Insurance Pool. The requirements of this Section 9 above may be alternatively met by the Parties through self-insurance or participation in a governmental insurance risk pool, at no less than the minimal levels set forth in this article. If applicable, Parties to this Intergovernmental Agreement shall provide all other Parties with certificates of self-insurance under A.R.S. §§ 11-261 and 11-981 or documentation of participation in an insurance risk pool pursuant to A.R.S. § 11-952.01, or participation in the self-insurance program administered by the State of Arizona Department of Administration pursuant to A.R.S. §§ 41-621, *et seq.*, within thirty (30) days of the execution of this Intergovernmental Agreement. All certificates must provide for guaranteed thirty (30) days written notice to all other Parties of cancellation, non-renewal or material change.

10. **Compliance with Laws.** The parties shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this Agreement require a license issued by the Arizona Registrar of Contractors (ROC), County certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona. The laws and regulations of the State of Arizona shall govern the rights, performance and disputes of and between the parties. Any action relating to this Agreement shall be brought in a court of the State of Arizona in Pima County.

Any changes in the governing laws, rules, and regulations during an agreement shall apply, but do not require an amendment/revisions.

11. **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.

12. **No Third Party Beneficiaries.** Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

13. **Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be served by personal delivery or by certified mail upon the other party as follows:

COUNTY:
Cochise County
Attn: Joe Casey
IT Director
1415 Melody Land, Bldg. D
Bisbee, AZ 85603
520-432-8302
JCasey@cochise.az.gov

UNIVERSITY OF ARIZONA:
Arizona Public Media
Attn: Jack Gibson
University of Arizona
1423 E. University Blvd. #225
Tucson, AZ 85721
520-621-5805

14. **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.

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IN WITNESS THEREOF, the parties have affixed their signatures to this Agreement on the date written below.

COCHISE COUNTY

**ARIZONA BOARD OF REGENTS,
UNIVERSITY OF ARIZONA**

Ann English
Chair, Board of Supervisors

Authorized Officer Signature

Printed Name and Title

Date

Date

ATTEST

Arlethe Rios, Clerk of Board

Date

INTERGOVERNMENTAL AGREEMENT DETERMINATION

The foregoing Intergovernmental Agreement between Cochise County and The Arizona Board of Regents on behalf of the University of Arizona, Arizona Public Media has been reviewed pursuant to A.R.S. § 11-952 *et seq.* 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 to those Parties to the Intergovernmental Agreement represented by the undersigned.

COCHISE COUNTY:

Britt W. Hanson,
Chief Civil Deputy County Attorney

Date

ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA

Heather K. Gaines,
Associate General Counsel

Date