Cochise County
Board of Supervisors

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

PEGGY JUDD
Chairman
District 3

PATRICK G. CALL
Vice-Chairman
District 1

ANN ENGLISH
Supervisor
District 2

EDWARD T. GILLIGAN
County Administrator

ARLETHE G. RIOS
Clerk of the Board

AGENDA FOR REGULAR BOARD MEETING
Tuesday, September 11, 2018 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

Adult Probation

1. Approve Fiscal Year 2018-2019 Drug, Gang, and Violent Crime Control (DGVCCP) funding agreement as provided by the Arizona Supreme Court, Administrative Office of the Courts (AOC), in the amount of $23,420 and the required $7,807 matching funds as budgeted in the general fund budget submitted by Adult Probation, effective July 1, 2018 through June 30, 2019.

Board of Supervisors

2. Approve the Minutes of the regular meeting of the Board of Supervisors of August 14, 2018.

3. Approve a Proclamation declaring September 24-30, 2018 as Diaper Need Awareness Week.

4. Approve a liquor license application for a series #16 (Wine Festival/Wine Fair) submitted by Ms. Jacquelyn Cook for a Wine Festival to be held at 6405 W. Williams Rd, Willcox, AZ 85643 on September 21, 2018 and September 22, 2018.

5. Approve three Farm Winery Fair/Festival license applications for a series 16 (Wine Festival/Wine Fair) submitted by Mr. Kent Callaghan, Mr. Robert Hammelman, and Mr. James Callahan for a Wine Festival to be held at 6255 S. Bennett Pl., Willcox, AZ 85643.

Community Development

6. Approve the appointment of Richard Searle to the Public Lands Advisory Committee, District 3, for a one-year term beginning September 11, 2018, through June 30, 2019.

7. Adopt Resolution 18-15, abandoning portions of public easements as depicted in the Survey entitled Deer Haven Ranches, more particularly described in said Resolution.

County Attorney

8. Approve the retention of Roberta Livesay and her firm, Helm, Livesay, and Worthington, to represent Cochise County in any future solar energy cases filed by a plaintiff, including but not limited to the most recently filed case of Solar City et al. v. ADOR et al., TX2018-000905.

9. Approve the proposed settlement of the Small Tax Appeal in Barnett, Michael & Margaret v. Cochise County, ST2017-000013, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

10. Approve the proposed settlement of the Small Tax Appeal in Barnett, Michael & Margaret v. Cochise County, ST2017-000014, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

11. Approve the Victims' Rights Program (VRP) Award Agreement (AG) 2019-002 between the Arizona Attorney General and the Cochise County Attorney's Office, in the amount of $22,102, effective July 1, 2018 through June 30,2019.

County Schools

12. Adopt Resolution 18-16, canceling the regular elections of November 6, 2018 for Certain School District Governing Boards and appointing those who filed nomination petitions or nomination papers for uncontested district positions pursuant to A.R.S. 15-424(D).

County Treasurer

13. Adopt Resolution 18-17 authorizing Cochise County Treasurer to collect and disburse the property taxes for 2018.

Elections

14. Approve the appointment of Precinct Committee Members for the Democratic Party upon the recommendation of Debbie Hickman, Chair, Cochise County Democratic Committee 2017-2018: Precinct 26 SV Avenida Del Sol - Martin, Kathleen A. and Precinct 47 WI Kansas Settlement - Marlatt, Steven Lee.

Finance

15. Approve demands and budget amendments for operating transfers.

Health & Social Services

16. Approve contract between Cochise County and Community Bridges Inc, also known as CBI Benson Inpatient to provide Title 36 Mental Health Services, in the amount not to exceed $500,000 annually, effective 07/01/2018 through 06/30/2021.

Workforce Development

17. Approve Amendment #8 to Title IB Adult, Youth, and Dislocated Worker contract DI16-002121, between Cochise County and the Arizona Department of Economic Security for the Workforce Innovation and Opportunity Act (WIOA), increasing fund balance in the amount of $9,461, effective April 1, 2015 to June 30, 2019.

PUBLIC HEARINGS

Board of Supervisors

18. Approve a new license application for a Class A Bingo license submitted by Ms. Kimmi Lammi, located at 70 N. Cherokee Trail, Benson, AZ 85602.

19. Approve a Person Transfer/Location Transfer liquor license application for a series #9 (Liquor Store) license submitted by Mr. Sumit Thathi for Quick Pic Market, located at 62 N. Oak Drive, Benson, AZ 85602.

20. Approve a series #10 (beer & wine) Acquisition of Control liquor license application submitted by Mr. Sumit Thathi, for Quick Pic Market, located at 62 N. Oak Drive, Benson, AZ 85602.

Community Development

21. Adopt Zoning Ordinance 18-07 approving Docket Z-18-07 Solventix, amending certain zoning district boundaries from R-36 (Residential; one dwelling per 36,000 square feet) to LI (Light Industry), pursuant to the application of Solventix.

ACTION

Community Development

22. Approve a substitution and extension of the Assurance Agreement for Morning Star Airpark with Pioneer Title Agency, Inc as Trustee under Trust No. TR9263 for Morning Star Airpark, LLC as Beneficiary of Trust No. 70200840; Assurance Agreement lapsed April 24, 2017 with a request of extension until April 24, 2025.

23. Approve grant agreement GRT-18-0007011-T between the Arizona Department of Transportation Multimodal Planning Division, acting for and on behalf of the State of Arizona, and Cochise County in the amount of $475,000.

Facilities

24. Approve Fiscal Year 2018-19 Federal Aviation Administration (FAA) Grant offer in the amount of $55,000 for design only to Replace Runway 17/35 Edge Lighting, Signage, and upgrade Electrical Vault for Bisbee Douglas International Airport, effective September 14, 2018.

Health & Social Services

25. Approve the Arizona Department of Health Services IGA ADHS17-133164 Amendment #4 for the Emergency Preparedness Program between the Arizona Department of Health Services and Cochise Health & Social Services in the amount of $237,293, effective July 1, 2018 through June 30, 2019.

26. Approve renewal of Southeastern Arizona Governments Organization (SEAGO)-Area Agency on Aging Grant for Fiscal Year 2018-19, Contract # 107-19 for Case Management between SEAGO and Cochise Health & Social Services in the amount of $175,000, effective July 1, 2018 through June 30, 2019.

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

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Report by District 2 Supervisor, Ann English

Report by District 3 Supervisor, Peggy Judd

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

Consent **1.**

Regular Board of Supervisors Meeting **Adult Probation**

Meeting Date: 09/11/2018

FY19 Drug, Gang, and Violent Crime Control Program (DGVCCP) Funding Agreement

Submitted By:	Rita Shipley, Adult Probation		
Department:	Adult Probation		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	Rita Shipley	**TITLE of PRESENTER:**	Administrative Finance Manager
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:

Approve Fiscal Year 2018-2019 Drug, Gang, and Violent Crime Control (DGVCCP) funding agreement as provided by the Arizona Supreme Court, Administrative Office of the Courts (AOC),in the amount of $23,420 and the required $7,807 matching funds as budgeted in the general fund budget submitted by Adult Probation, effective July 1, 2018 through June 30, 2019.

Background:

This grant provides wages and employer related expense funding for 0.5 FTE that covers two (2) pre-sentence report writers, at 0.25 each, that work on drug related cases.

Department's Next Steps (if approved):

Send signed documents to the AOC for processing of revenue for FY19 and request cash transfer from the General Fund for the required match.

Impact of NOT Approving/Alternatives:

The impact of not approving this grant would be to cover the expenses through County General Fund or through our Probation Fees account.

To BOS Staff: Document Disposition/Follow-Up:

BOS Approval only. No signature or additional documents/follow-up needed.

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

FY19 Funding Agreement - Fund 160 DGVCCP
Fund 160 Addendum
GrantApprovalForm - DGVCCP

Arizona Supreme Court, Administrative Office of the Courts

FUNDING AGREEMENT for
THE ARIZONA CRIMINAL JUSTICE COMMISSION
DRUG, GANG, AND VIOLENT CRIME CONTROL PROGRAM (DGVCCP) GRANT

Cochise County Superior Court Adult Probation Department

Fiscal Year 2019, Cycle 32
July 1, 2018–June 30, 2019

This Agreement is entered by and between the Administrative Office of the Courts, herein referred to as the "AOC," on behalf of the Arizona Supreme Court and the Cochise County Superior Court, herein referred to as "Grantee" in accordance with A.R.S. §41-2405(B)(6).

RECITAL

Pursuant to A.R.S. §41-2405(B)(6), drug, gang, and violent crime control funds, through the Arizona Criminal Justice Commission (ACJC) grant, are provided to the Grantee to enhance the ability of the courts to provide services to enhance drug, gang, and/or related violent crime control efforts to deter, investigate, prosecute, adjudicate, and treat drug, gang, and related violent offenders. Grant funds shall only be expended on adult offenders.

This agreement, the Addendum A, and attachments establish the terms and conditions for the allocation of ACJC grant funds to the Grantee. The Grantee agrees to expend grant funds in accordance with the budget set forth in the Addendum A for purposes of implementing the plan approved by the AOC and ACJC.

TERMS AND CONDITIONS

1. Terms of Agreement

This agreement becomes effective on July 1, 2018 and shall remain in effect through June 30, 2019.

2. ACJC Grant Agreement

The Grantee agrees to abide by all provisions of the DGVCCP agreement.

3. Modification and Termination

This agreement may be modified or terminated by the AOC if in its judgment such action is necessary due to: (a) funding availability, (b) statutory changes in the program, (c) the Grantee's failure to implement or operate the approved plan, (d) the Grantee's non-compliance with this agreement, A.R.S. §41-2405(B)[6], or the ACJC grant agreement, (e) requisite reports are not received within the timeframes set in Section 5 of this agreement, (f) established performance measures are not achieved, and/or (g) other circumstances that necessitate such

action. Either party may, upon thirty (30) days written notice to the other party by certified mail, terminate this agreement.

Any modifications to the plan, addendum A, or funding agreement must be approved in writing by the AOC.

4. Fund Accounting

Funds distributed to the Grantee shall be deposited in a special revenue fund established for the execution of this agreement as stated in Section III (B) of the Auditor General's Uniform Accounting Manual for Arizona Counties.

5. Expenditures

a. Distribution of Funds

The AOC may retain all or any portion of the funds allocated to the Grantee for the performance of its approved plan and may authorize direct expenditures for the benefit of the Grantee. The specific amounts to be retained by the AOC for direct expenditures for the benefit of the Grantee and to be disbursed to the Grantee are set forth in Addendum A. The AOC may periodically modify the distribution of funds contained in the Addendum A based on its determination of the Grantee's need for and usage of grant funds.

b. Reporting Requirements

The Grantee agrees to submit periodic financial and performance reports as required by the AOC. The Grantee shall submit quarterly performance and financial status reports in accordance with the following schedule:

Quarter	Report Period	Due Date
1st	July 1, 2018 to September 30, 2018	October 16, 2018
2nd	October 1, 2018 to December 31, 2018	January 16, 2019
3rd	January 1, 2019 to March 31, 2019	April 16, 2019
4th	April 1, 2019 to June 30, 2019	July 16, 2019
Closing Report		August 5, 2019

In the event reports are not received on or before prescribed dates, funding will be suspended until delinquent reports are received.

c. Unexpended Funds

Funds unexpended as of June 30, 2019 shall be reverted to the AOC no later than August 5, 2019. The Grantee agrees to expend all encumbered funds within sixty (60) days of expiration of this grant, and all goods and/or services must be received by the Grantee within sixty (60) days expiration of this grant. Any reverted funds shall be submitted with a closing financial statement signed by the Presiding Superior Court Judge.

d. Inappropriate Expenditures

The Grantee shall expend funds only for the purposes and uses specified in the approved plan and budget. The Grantee agrees to reimburse the AOC for any unauthorized or inappropriate expenditures which are not in compliance with the approved plan and budget, this agreement, and A.R.S. §41-2405(B)[6].

e. Budget Modifications

Funds shall not be moved to or from any budget category without prior written approval from the AOC. All budget modifications shall be in accordance with the AOC Budget Modification Policy and the DGVCCP grant award and agreement.

f. Termination of Funding

If this agreement is terminated prior to June 30, 2019, all unexpended funds in the possession of the Grantee shall be returned to the AOC within thirty (30) days of such termination, along with, but not limited to: a closing financial statement.

6. Limitation on Expenditures

It is expressly agreed upon by the AOC and the Grantee that funds distributed pursuant to this agreement are to be expended to provide direct services in accordance with the approved plan, the requisite Addendum A, and the funding agreement. It is further expressly agreed upon by the AOC and the Grantee that funds distributed pursuant to this agreement are not to be expended for any indirect costs that may be incurred by the Grantee for administering these funds. This includes, but is not limited to, cost for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the Grantee to administer these funds.

7. Use, Loss, and Disposition of Equipment

Equipment is a restricted category. Express written approval from ACJC and the AOC is required for the purchase of equipment. Equipment must be used as required in the approved plan for at least five (5) years unless written permission is given by the AOC. After this time, the equipment may be transferred upon approval of the Presiding Judge. The Grantee is responsible for any maintenance, loss or damage to the equipment and the AOC makes no assurances regarding its repair or replacement. Equipment which is no longer needed or usable shall be placed in surplus as required by this agreement. If no such requirements are included in this agreement, then local surplus property procedures may be utilized. Prior approval for the disposition of equipment must be obtained from the AOC before any action is taken.

8. Non-Supplanting

The Grantee agrees that grant funds will not be used to supplant state and local funds that would otherwise have been available to provide services to enhance drug, gang, and/or related violent crime control efforts to: deter, investigate, prosecute, adjudicate, and treat drug, gang, and related violent offenders.

9. Books and Records

a. Financial Records and Examination

The Grantee shall maintain and require its subcontractors to maintain acceptable accounting systems, records, and documents to properly reflect all funds expended in the performance of the approved plan. All books, records, and other documents relevant to this agreement shall be retained by the Grantee and its subcontractors for no less than five (5) years from the last financial report submitted to the AOC, or until after the resolution of any audit questions or contract disputes, whichever is longer. Grantee, state, or federal auditors as applicable, and

any other persons duly authorized by the AOC shall have full access and the right to: examine, audit, copy, and make use of all said materials. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such audits or examinations.

b. Program Records and Evaluation

As a condition of receipt of grant funds, the Grantee agrees to maintain and provide to the AOC such data and statistics as may be required by the AOC for purposes of evaluation. All records and documents relevant to this agreement shall be retained by the Grantee and its subcontractors for no less than five (5) years from the last financial report submitted to the AOC, or until after the resolution of any audit questions or contract disputes, whichever is longer. Authorized agents of the AOC shall have full access and the right to: examine, copy, and make use of all said materials. The Grantee further agrees that authorized agents of the AOC shall have the right to conduct onsite visits for purposes of compliance monitoring and program evaluation. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such inspections and evaluations.

10. Performance and Liability

Except as otherwise provided by law, in the performance of this agreement and the Grantee's approved plan, both parties will act in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The employees, agents, or subcontractors of one party shall not be deemed or construed to be the employees or agents of the other party. Each party agrees to be solely responsible for actions of its employees under this agreement.

11. Insurance Requirements

If contractors are used to provide services under this funding agreement, contractors shall comply with all insurance requirements as set forth in the DGVCCP grant agreement insurance requirements.

COCHISE COUNTY
SUPERIOR COURT

By: _____
Presiding Superior Court Judge

Date: _____

ARIZONA SUPREME COURT
Administrative Office of the Courts

By:
Mike Baumstark, Deputy Director

ADDENDUM A

DRUG, GANG, AND VIOLENT CRIME CONTROL PROGRAM
COCHISE COUNTY PROBATON
FY 2019

Addendum date: **August 3, 2018**
Note: This addendum supersedes all previously dated addendums.

TOTAL AMOUNT AWARDED: **$23,420**

APPROVED FTE'S

Personnel - PO/SO	0.00
Personnel - Other	0.50
Total	**0.50**

	BUDGET CATEGORY	APPROVED BUDGET
A.	Personnel - Case Carrying PO/SO	$ -
B.	Personnel - Other	$ 16,835
C.	ERE - PO/SO	$ -
D.	ERE - Other	$ 6,585
E.	Overtime	$ -
TOTAL AMOUNT TO BE DISBURSED		**$ 23,420**

PROJECTED DISBURSEMENTS DATES:

October 15, 2018	December 15, 2018	March 15, 2019	June 15, 2019
$5,387	$5,855	$6,089	$6,089

TOTAL GRANT MATCH AMOUNT	**$ 7,807**

Signed:

Director, Adult Probation Services Division, AOC

Signed:

Presiding Superior Court Judge

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.

Consent 2.

Regular Board of Supervisors Meeting **Board of Supervisors**

Meeting Date:	09/11/2018		
Minutes			
Submitted By:	Melissa Belasco, Board of Supervisors		
Department:	Board of Supervisors		
Presentation:	No A/V Presentation	**Recommendation:**	
Document Signatures:		**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
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 August 14, 2018.

Background:
Minutes

Department's Next Steps (if approved):
Signed minutes routed for processing and posted on the internet.

Impact of NOT Approving/Alternatives:
n/a

To BOS Staff: Document Disposition/Follow-Up:
Scan to OnBase and File.

Budget Information

Information about available funds

Budgeted: ◯ **Funds Available:** ◯ **Amount Available:**
Unbudgeted: ◯ **Funds NOT Available:** ◯ **Amendment:** ☐

Account Code(s) for Available Funds
1:

Fund Transfers

Attachments

No file(s) attached.

Consent **3.**

Regular Board of Supervisors Meeting **Board of Supervisors**

Meeting Date: 09/11/2018

Approve Proclamation: Diaper Need Awareness Week

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation:	No A/V Presentation	**Recommendation:**	
Document Signatures:		**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
Mandated Function?:		**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve a Proclamation declaring September 24-30, 2018 as Diaper Need Awareness Week.

Background:

Cochise County's proclamations attached.

Department's Next Steps (if approved):

File Cochise County's Proclamation.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

Proclamation to be read aloud at meeting during Presentations.

Budget Information

Information about available funds

Budgeted: ☐ **Funds Available:** ☐ **Amount Available:**

Unbudgeted: ☐ **Funds NOT Available:** ☐ **Amendment:** ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Proclamation

Cochise County
Board of Supervisors

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

PEGGY JUDD
Chairman
District 3

PATRICK G. CALL
Vice-Chairman
District 1

ANN ENGLISH
Supervisor
District 2

EDWARD T. GILLIGAN
County Administrator

ARLETHE G. RIOS
Clerk of the Board

PROCLAMATION

Diaper Need Awareness Week
September 24-30, 2018

WHEREAS, Diaper Need, the condition of not having a sufficient supply of clean diapers to ensure that infants and toddlers are clean, healthy and dry, can adversely affect the health and welfare of infants, toddlers and their families; and

WHEREAS, national surveys report that one in three mothers experiencing diaper need at some time while their children are less than three years of age and forty-eight percent of families delay changing a diaper to extend their supply; and

WHEREAS, the average infant or toddler requires an average of at least 50 diaper changes per week over three years; and

WHEREAS, there are no government assistance programs for the purchase or provision of diapers, and a monthly supply of diapers can cost as much as six percent of a full-time minimum wage worker's salary, therefore obtaining a sufficient supply of diapers can cause economic hardship to families; and

WHEREAS, a supply of diapers is generally an eligibility requirement for infant and toddlers to participate in childcare programs and quality early education programs; and

WHEREAS, the people of Cochise County recognize that addressing Diaper Need can lead to economic opportunity for the state's low-income families and can lead to improved health for families and their communities; and

WHEREAS, Cochise County is proud to be home to various community organizations that recognize the importance of diapers in helping provide economic stability for families and distribute diapers to poor families through various channels; now

NOW, THEREFORE, BE IT RESOLVED THAT WE, the Board of Supervisors of Cochise County do hereby proclaim the week of September 24th through September 30th, 2018 as DIAPER NEED AWARENESS WEEK in Cochise County and encourage the citizens of Cochise to donate generously to diaper banks, diaper drives, and those organizations that distribute diapers to families in need to help alleviate diaper need in Cochise County and environs.

APPROVED AND ADOPTED this 11TH day of September 2018.

_____
Peggy Judd, Chairman

_____
Patrick G. Call, Vice-Chairman

_____
Ann English, Supervisor

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

Consent 4.

Regular Board of Supervisors Meeting **Board of Supervisors**

Meeting Date: 09/11/2018

Coronado Vineyards Wine Festival - September 2018

Submitted By: Melissa Belasco, Board of Supervisors

Department: Board of Supervisors

Presentation:	No A/V Presentation	**Recommendation:**	
Document Signatures:		**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	Arlethe G. Rios	**TITLE of PRESENTER:**	Clerk of the Board
Mandated Function?:		**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve a liquor license application for a series #16 (Wine Festival/Wine Fair) submitted by Ms. Jacquelyn Cook for a Wine Festival to be held at 6405 W. Williams Rd, Willcox, AZ 85643 on September 21, 2018 and September 22, 2018.

Background:

Ms. Jacquelyn Cook has applied for a series 16 (Wine Festival/Wine Fair). The Wine Festival will be located at 6405 W. Williams Rd., Willcox, AZ 85643 on September 21, 2018 and September 22, 2018 for a wine festival. The Sheriff's Office has no recommendation and Planning and Zoning recommends approval of the application and the fee has been paid. Supporting documentation regarding this liquor license is on file with the Clerk of the Board of Supervisors.

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

The applicant will not be able to host the event.

To BOS Staff: Document Disposition/Follow-Up:

Email and mail completed, signed and approved application with check to ADLLC with decision.

Budget Information

Information about available funds

Budgeted: ◯	**Funds Available:** ◯	**Amount Available:**
Unbudgeted: ◯	**Funds NOT Available:** ◯	**Amendment:** ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Application
Department Review Forms

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

FOR DLLC USE ONLY
License #:
Date:
Approved by:

FARM WINERY FAIR/FESTIVAL LICENSE APPLICATION

A.R.S.§4-203.03 Farm Winery /A.R.S.§4-203.02 At Special Event
Fee: $15.00 Per Day

Parcel# 201-19-002

A service fee of $25 will be charged for all dishonored checks (A.R.S.44-6852).

When the days of the fair/festival are not consecutive, a separate license for each uninterrupted period is needed.

SECTION 1 *Application type:*

☐ **Wine Fair** ☑ **Wine Festival**

1. Applicant's Name: Jacquelyn Cook Daytime Phone#: 520-384-2993

2. Business name: Coronado Vineyards Liquor license #: 13023009
(Farm Winery or Craft Distillery)

3. Email: jcook@coronadovineyards.com

4. Mailing address: 2909 E Country Club Dr (Street Address) Willcox (City) AZ (State) 85643 (Zip Code)

5. Location of fair/festival: 6405 W Williams Rd (Street address) Willcox (City) AZ (County) 85643 (Zip Code)

This Notary to be completed only by the applicant named in section #1.

NOTARY

I, (Print Full Name) Jacquelyn T Cook declare that I am the APPLICANT filing this application as listed in above. I have read the application and the contents and all statements are true, correct and complete.

X Jacquelyn Cook (Signature) President (Title/ Position) 8/15/18 (Date) 520-384-2993 (Phone #)

State of Arizona County of Cochise
The foregoing instrument was acknowledged before me this 16 (Day) of August (Month) 2018 (Year)

My commission expires on: Feb 14, 2022

Signature of NOTARY PUBLIC

ARACELI MORENO
Notary Public, State of Arizona
Cochise County
My Commission Expires
February 14, 2022

RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS
2018 AUG 17 PM 12:05

SECTION 2 Fees, Date & Hours: $15 per day
Winery festival days permitted: 50 licenses for a total of 150 days per winery per calendar year.

	Date	Day of Week	Start Time AM/PM	End Time AM/PM
1.	9/21/2018	Friday	4 PM	9 PM
2.	9/22/2018	Saturday	4 PM	9 PM
3.				
4.				
5.				
6.				
7.				

Please attach an additional sheet if necessary

SECTION 3 Site Owner Information:

1. Site owner name: John (First) Holcomb (Last) Daytime Contact Phone #: 520-507-1296
2. Site owner mailing address: 2081 W Hardy Rd (Street address) Willcox (City) AZ (State) 85643 (Zip Code)
3. *Email Address:* mandy@appleannies.com

SECTION 4 To complete this application, all questions must be answered:

1. Have you received permission for use of the site for the sale/consumption of liquor from the site owner named in Section 3? ☑ Yes ☐ No
2. Will the liquor you sell/serve be products only manufacture/produced at your licensed premises named in Section One? ☑ Yes ☐ No
3. List the number of Fair/Festival licenses you have been issued in the current calendar year 2
4. List the number of days you have held a licensed Fair/Festival in the current calendar year 4
5. What security and control measures will you take to prevent violations of state liquor laws at this event?

0 # of Police Officers on Site — Fencing ☐ Yes ☑ No

4 # of Security Personnel on Site — Barriers ☑ Yes ☐ No

6. I am familiar with and have read statues for Arizona's fair/festival privileges, requirements and penalties. (Farm Winery A.R.S.§4-205.04, either being held at a Special Event A.R.S.§4-203.02) ☑ Yes ☐ No

7. I have taken responsible steps to ensure individuals operating the fair/festival licensed premises and employees who serve, sell or furnish liquor at this fair/festival have knowledge of Arizona liquor laws (R19-1-302) ☑ Yes ☐ No

8. I have verified that the outside boundaries of the fair/festival premises (diagrammed in Section 5 below) are more than 300 feet from a church or school as defined in (A.R.S.§4-207) ☑ Yes ☐ No

SECTION 5 Licensed premises diagram. The licensed premises for your fair/festival is the area you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license identified in Section 1, line #2 of this application. Please attach a diagram of your special event licensed premise. Please include dimensions of the premises, serving areas, fencing, barricades, or other control measures and security positions.

ATTACH DIAGRAM

The local governing body (city, town or municipality where the fair/festival will take place) may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted.

SECTION 6 Local Governing Body Approval Section

I, _____ (Government Official) _____ (Title) recommend ☐ APPROVAL ☐ DISAPPROVAL

on behalf of _____ (City, Town, County), _____ Signature, _____ Date, _____ Phone #

FOR DEPARTMENT OF LIQUOR USE ONLY

☐ APPROVAL ☐ DISAPPROVAL BY: _____ DATE: _____

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

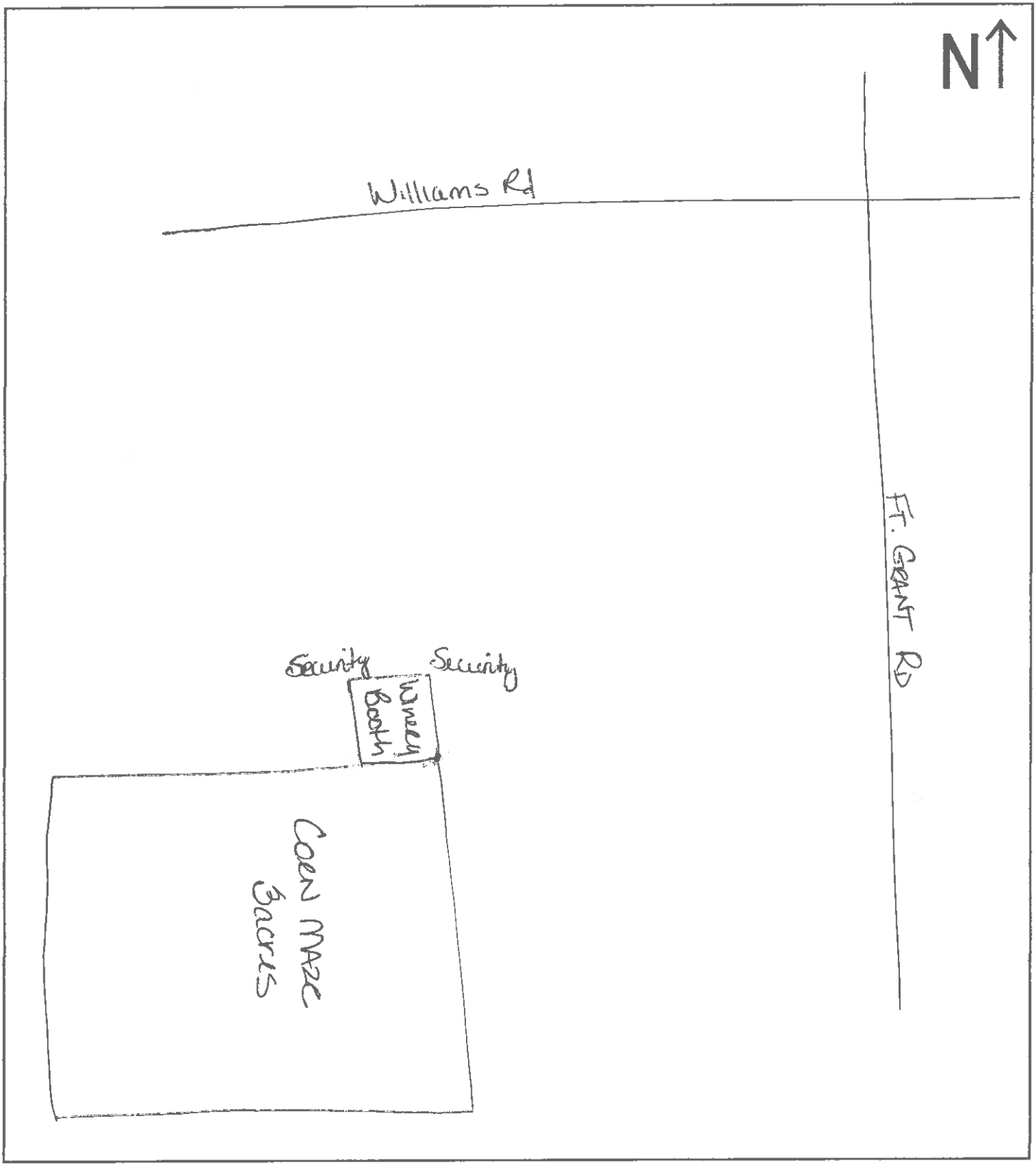
B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or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

SECTION 5 Licensed premises diagram. The licensed premises for your fair/festival is the area you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license identified in Section 1, line #2 of this application. Use this page to draw a diagram of your special event licensed premise. Please include dimensions of the premises, serving areas, fencing, barricades, or other control measures and security positions.



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:	Jacquelyn Cook	Address:	6405 W. Williams Rd.
Business Name:	Coronado Vineyards	City/Zip:	Willcox 85643
Liquor License #:	13023009	Parcel #:	201-19-002
Ownership Type:	Inc.	Liquor License ☐	Farm Winery Fair/Festival License ☒
Partner(s):			

TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

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

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

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

Comments: This application is exempt from the 300 foot rule, special event no posting required.

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

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning?	Y ☒ N ☐	Zoning:	RU-4
Use permitted by P&Z?	Y ☐ N ☒	Permit#:	Ag Exempt
Date Permit Issued:	N/A	Use Permitted:	4112-Field Crops w/Comm Use
If use not permitted, is it LNC?	Y ☐ N ☒	Year LNC Established:	N/A

☐ The Planning Department will notify the applicant that if any construction is proposed, a Non-Residential Permit must first be submitted and approved by this Department, or if there is a lapse of 12 months of non-operation of the business, a Non-Residential Permit will be required to re-establish the use from this Department.

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

☐ The Planning Department is currently working with the property owner on several zoning-related issues with the subject property.

☐ The Planning Department is currently working with the property owner on obtaining the proper permits to operate the business.

Name:	Dora V Amaya	Title:	Zoning Administrator
Signature:	Dora V Amaya	Date:	August 22, 2018
Contact phone:	520.803.3960	Email:	damaya@cochise.az.gov

Return completed form with any attachments by: 8/28/18

COCHISE COUNTY BOARD OF SUPERVISORS

Telephone (520) 432-9200
Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name:	Jaqueline Cook	**Address:**	6405 W. Williams Rd.
Business Name:	Coronado Vineyards	**City/Zip:**	Willcox 85643
Liquor License #:	13023009	**Parcel #:**	201-19-002
Ownership Type:	Inc	**Liquor License** ☐	**Farm Winery Fair/Festival** ☒
Partner(s):			

TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

1. There have been a significant number of incidents at the named location within five (5) years prior to the application.

If so, please attach pertinent documentation.

Comments: The Sheriff's Office has not had to respond 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	Disapproval	No Recommendation
	☐	☐	☒

Name:	Richard Morales	**Title:**	Lieutenant
Signature:		**Date:**	08/23/18
Contact phone:	(520) 805-5672	**Email:**	RDMorales@cochise.az.gov

Return completed form with any attachments by: 8/28/18

Consent 5.

Regular Board of Supervisors Meeting **Board of Supervisors**

Meeting Date: 09/11/2018

Callaghan Vineyards, Rune Wines, and Sand-Reckoner Vineyard (Wine Festival) - September 2018

Submitted By:	Melissa Belasco, Board of Supervisors		
Department:	Board of Supervisors		
Presentation:	No A/V Presentation	**Recommendation:**	
Document Signatures:		**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	Arlethe G. Rios	**TITLE of PRESENTER:**	Clerk of the Board
Mandated Function?:		**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve three Farm Winery Fair/Festival license applications for a series 16 (Wine Festival/Wine Fair) submitted by Mr. Kent Callaghan, Mr. Robert Hammelman, and Mr. James Callahan for a Wine Festival to be held at 6255 S. Bennett Pl., Willcox, AZ 85643.

Background:

Mr. Kent Callaghan, Mr. Robert Hammelman, and Mr. James Callahan have applied for a series 16 (Wine Festival/Wine Fair). The Wine Festival will be located at 6255 S. Bennett Pl., Willcox, AZ 85643 on September 22, 2018 for a wine festival. The Sheriff's Office has no recommendation and Planning and Zoning recommends approval of the application and the fee has been paid. Supporting documentation regarding this liquor license is on file with the Clerk of the Board of Supervisors.

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

The applicants will not be able to sell/serve at the event.

To BOS Staff: Document Disposition/Follow-Up:

Email and mail completed, signed and approved application with check to ADLLC with decision.

Budget Information

Information about available funds

Budgeted: ◯ **Funds Available:** ◯ **Amount Available:**

Unbudgeted: ◯ **Funds NOT Available:** ◯ **Amendment:** ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Application
Department Review Forms
Application
Department Review Forms
Application
Department Review Forms

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

FOR DLLC USE ONLY

License #:	
Date:	
Approved by:	

RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS
2018 AUG 28 AM 8:05

FARM WINERY FAIR/FESTIVAL LICENSE APPLICATION

A.R.S.§4-203.03 Farm Winery / A.R.S.§4-203.02 At Special Event
Fee: $15.00 Per Day

A service fee of $25 will be charged for all dishonored checks (A.R.S.44-6852).

When the days of the fair/festival are not consecutive, a separate license for each uninterrupted period is needed.

SECTION 1 Application type:

Parcel 305-32-052

☐ **Wine Fair** ☑ **Wine Festival**

1. Applicant's Name: James Callahan Daytime Phone#: 480-570-5147

2. Business name: Rune Wines Liquor license #: 13123016
Farm Winery or Craft Distillery

3. Email: james@runewines.com

4. Mailing address: PO Box 84 (Street Address) Sonoita (City) AZ (State) 85637 (Zip Code)

5. Location of fair/festival: 6255 S Bennett Pl (Street address) Willcox (City) AZ (County) 85643 (Zip Code)

This Notary to be completed only by the applicant named in section #1.

NOTARY

I, (Print Full Name) James M Callahan declare that I am the APPLICANT filing this application as listed in above. I have read the application and the contents and all statements are true, correct and complete.

X _____ (Signature) OWNER (Title/ Position) 8/20/18 (Date) 480-570-5147 (Phone #)

State of Arizona County of Pima The foregoing instrument was acknowledged before me this 28th (Day) of August (Month) 2018 (Year)

My commission expires on: 3/25/19

_____ Signature of NOTARY PUBLIC

PHILLIP SULLIVAN
Notary Public - State of Arizona
PIMA COUNTY
My Commission Expires
MARCH 25, 2019

SECTION 2 Fees, Date & Hours: $15 per day
Winery festival days permitted: 50 licenses for a total of 150 days per winery per calendar year.

	Date	Day of Week	Start Time AM/PM	End Time AM/PM
1.	Sept. 22, 2018	Saturday	5:00 PM	9:30 PM
2.				
3.				
4.				
5.				
6.				
7.				

Please attach an additional sheet if necessary

SECTION 3 Site Owner Information:

1. Site owner name: Todd Myers & Michelle Minta (First / Last) Daytime Contact Phone #: (602) 525-8544
2. Site owner mailing address: 622 S Bennett Pl (Street address) Willcox (City) AZ (State) 85643 (Zip Code)
3. Email Address: rhumblinevineyard@gmail.com

SECTION 4 To complete this application, all questions must be answered:

1. Have you received permission for use of the site for the sale/consumption of liquor from the site owner named in Section 3? ☑ Yes ☐ No

2. Will the liquor you sell/serve be products only manufacture/produced at your licensed premises named in Section One? ☑ Yes ☐ No

3. List the number of Fair/Festival licenses you have been issued in the current calendar year 4

4. List the number of days you have held a licensed Fair/Festival in the current calendar year 0

5. What security and control measures will you take to prevent violations of state liquor laws at this event?

_____ # of Police Officers on Site — Fencing ☑ Yes ☐ No

_____ # of Security Personnel on Site — Barriers ☑ Yes ☐ No

6. I am familiar with and have read statues for Arizona's fair/festival privileges, requirements and penalties. (Farm Winery A.R.S.§4-205.04, either being held at a Special Event A.R.S.§4-203.02) ☑Yes☐No

7. I have taken responsible steps to ensure individuals operating the fair/festival licensed premises and employees who serve, sell or furnish liquor at this fair/festival have knowledge of Arizona liquor laws (R19-1-302) ☑Yes☐No

8. I have verified that the outside boundaries of the fair/festival premises (diagrammed in Section 5 below) are more than 300 feet from a church or school as defined in (A.R.S.§4-207) ☑Yes☐No

SECTION 5 Licensed premises diagram. The licensed premises for your fair/festival is the area you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license identified in Section 1, line #2 of this application. Please attach a diagram of your special event licensed premise. Please include dimensions of the premises, serving areas, fencing, barricades, or other control measures and security positions.

ATTACH DIAGRAM

The local governing body (city, town or municipality where the fair/festival will take place) may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted.

SECTION 6 Local Governing Body Approval Section

I, _____ (Government Official) _____ (Title) recommend ☐APPROVAL ☐DISAPPROVAL

on behalf of _____ (City, Town, County), _____ Signature, _____ Date, _____ Phone #

FOR DEPARTMENT OF LIQUOR USE ONLY

☐APPROVAL ☐DISAPPROVAL BY: _____ DATE: _____

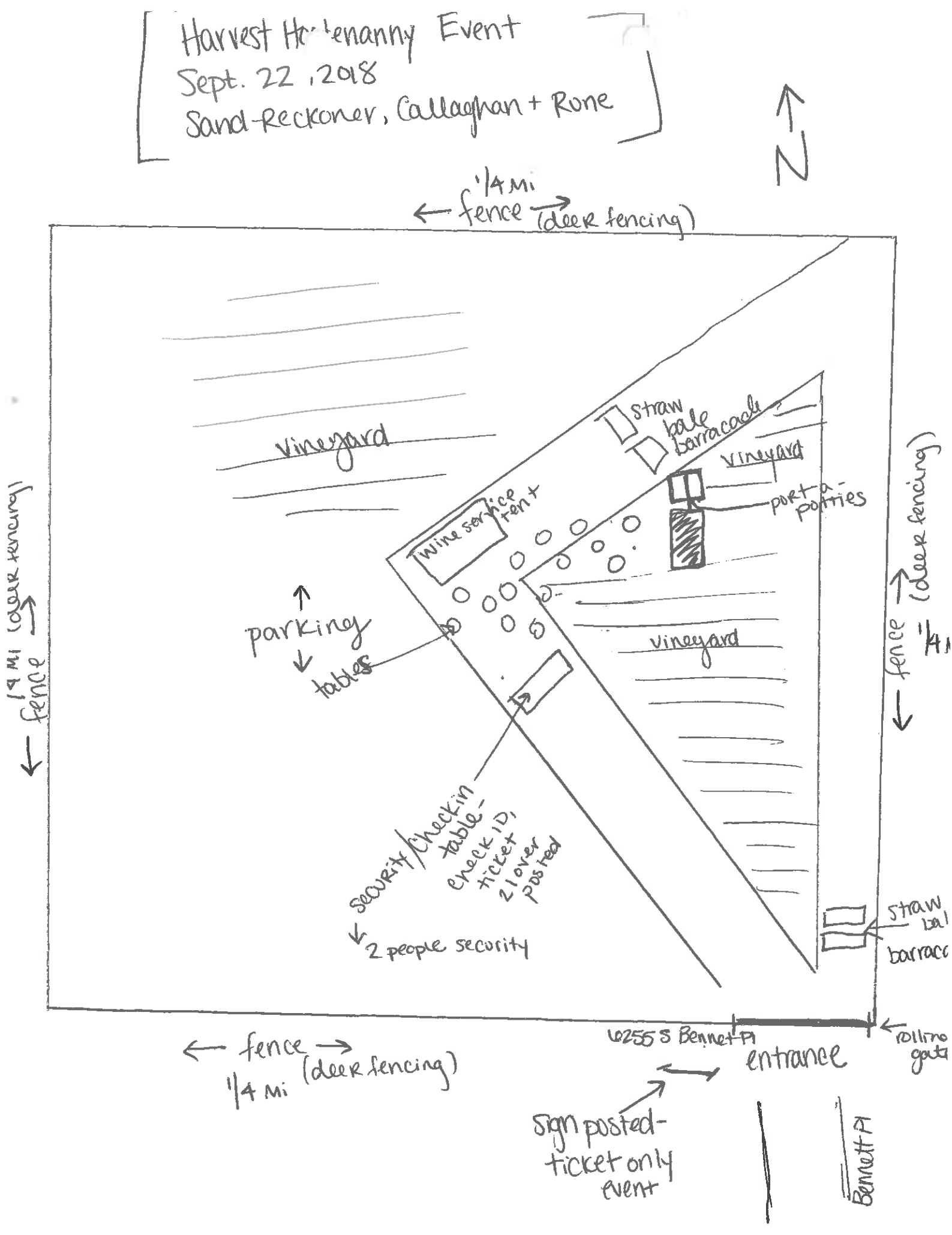
A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

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.

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


Harvest Hootenanny Event
Sept. 22, 2018
Sand-Reckoner, Callaghan + Rone
N
1/4 Mi
fence (deer fencing)
Vineyard
straw bale barracade
Vineyard
port-a-potties
Wine service tent
parking
tables
Vineyard
1/4 Mi (deer fencing)
fence
fence (deer fencing)
1/4 Mi
security/check-in table- check ID, ticket & over 21 posted
2 people security
straw bal
barrac
6255 S Bennet Pl
entrance
rolling gate
sign posted- ticket only event
Bennett Pl

COCHISE COUNTY BOARD OF SUPERVISORS

Telephone (520) 432-9200
Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name:	James Callahan	Address:	6255 S. Bennett Pl
Business Name:	Rune Wines	City/Zip:	Willcox 85643
Liquor License #:	13123016	Parcel #:	305-32-052
Ownership Type:		Liquor License ☐	Wine Festival ☒
Partner(s):			

TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

1. There have been a significant number of incidents at the named location within five (5) years prior to the application.

If so, please attach pertinent documentation.

Comments: The Sheriff's Office has not had to respond 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	Disapproval	No Recommendation
	☐	☐	☒

Name:	Richard Morales	Title:	Lieutenant
Signature:		Date:	09/06/18
Contact phone:	(520) 353-5087	Email:	RDMorales@cochise.az.gov

Return completed form with any attachments by: 9-7-2018

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:	James Callahan	Address:	6255 S. Bennett Pl.
Business Name:	Rune Wines	City/Zip:	Willcox, AZ 85643
Liquor License #:	13123016	Parcel #:	305-32-052
Ownership Type:		Liquor License ☐	Wine Festival ☒
Partner(s):			

TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

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

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

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

Comments: N/A - This application is exempt from the 300-foot rule, Special Event, no posting required.

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

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning?	Y ☒ N ☐	Zoning:	RU-4
Use permitted by P&Z?	Y ☐ N ☒	Permit#:	N/A
Date Permit Issued:	N/A	Use Permitted:	N/A
If use not permitted, is it LNC?	Y ☐ N ☒	Year LNC Established:	N/A

☐ The Planning Department will notify the applicant that if any construction is proposed, a Non-Residential Permit must first be submitted and approved by this Department, or if there is a lapse of 12 months of non-operation of the business, a Non-Residential Permit will be required to re-establish the use from this Department.

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

☐ The Planning Department is currently working with the property owner on several zoning-related issues with the subject property.

☐ The Planning Department is currently working with the property owner on obtaining the proper permits to operate the business.

Name:	Dora V Amaya	Title:	Zoning Administrator
Signature:	Dora V Amaya	Date:	September 6, 1918
Contact phone:	520.803.3960	Email:	damaya@cochise.az.gov

Return completed form with any attachments by: 9/7/2018

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

FOR DLLC USE ONLY

License #:	
Date:	
Approved by:	

RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS
2018 AUG 28 AM 8:05

FARM WINERY FAIR/FESTIVAL LICENSE APPLICATION

A.R.S.§4-203.03 Farm Winery / A.R.S.§4-203.02 At Special Event
Fee: $15.00 Per Day

A service fee of $25 will be charged for all dishonored checks (A.R.S.44-6852).

When the days of the fair/festival are not consecutive, a separate license for each uninterrupted period is needed.

SECTION 1 Application type:

Parcel 305-32-052

☐ **Wine Fair** ☑ **Wine Festival**

1. Applicant's Name: James Callahan Daytime Phone#: 480-570-5147

2. Business name: Rune Wines Liquor license #: 13123016
Farm Winery or Craft Distillery

3. Email: james@runewines.com

4. Mailing address: PO Box 84 (Street Address) Sonoita (City) AZ (State) 85637 (Zip Code)

5. Location of fair/festival: 6255 S Bennett Pl (Street address) Willcox (City) AZ (County) 85643 (Zip Code)

This Notary to be completed only by the applicant named in section #1.

NOTARY

I, (Print Full Name) James M Callahan declare that I am the APPLICANT filing this application as listed in above. I have read the application and the contents and all statements are true, correct and complete.

X _____ (Signature) OWNER (Title/ Position) 8/20/18 (Date) 480-570-5147 (Phone #)

State of Arizona County of Pima The foregoing instrument was acknowledged before me this 28th (Day) of August (Month) 2018 (Year)

My commission expires on: 3/25/19

_____ Signature of NOTARY PUBLIC

PHILLIP SULLIVAN
Notary Public - State of Arizona
PIMA COUNTY
My Commission Expires
MARCH 25, 2019

SECTION 2 Fees, Date & Hours: $15 per day
Winery festival days permitted: 50 licenses for a total of 150 days per winery per calendar year.

	Date	Day of Week	Start Time AM/PM	End Time AM/PM
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SECTION 6 Local Governing Body Approval Section

I, _____ (Government Official) _____ (Title) recommend ☐APPROVAL ☐DISAPPROVAL

on behalf of _____ (City, Town, County), _____ Signature, _____ Date, _____ Phone #

FOR DEPARTMENT OF LIQUOR USE ONLY

☐APPROVAL ☐DISAPPROVAL BY: _____ DATE: _____

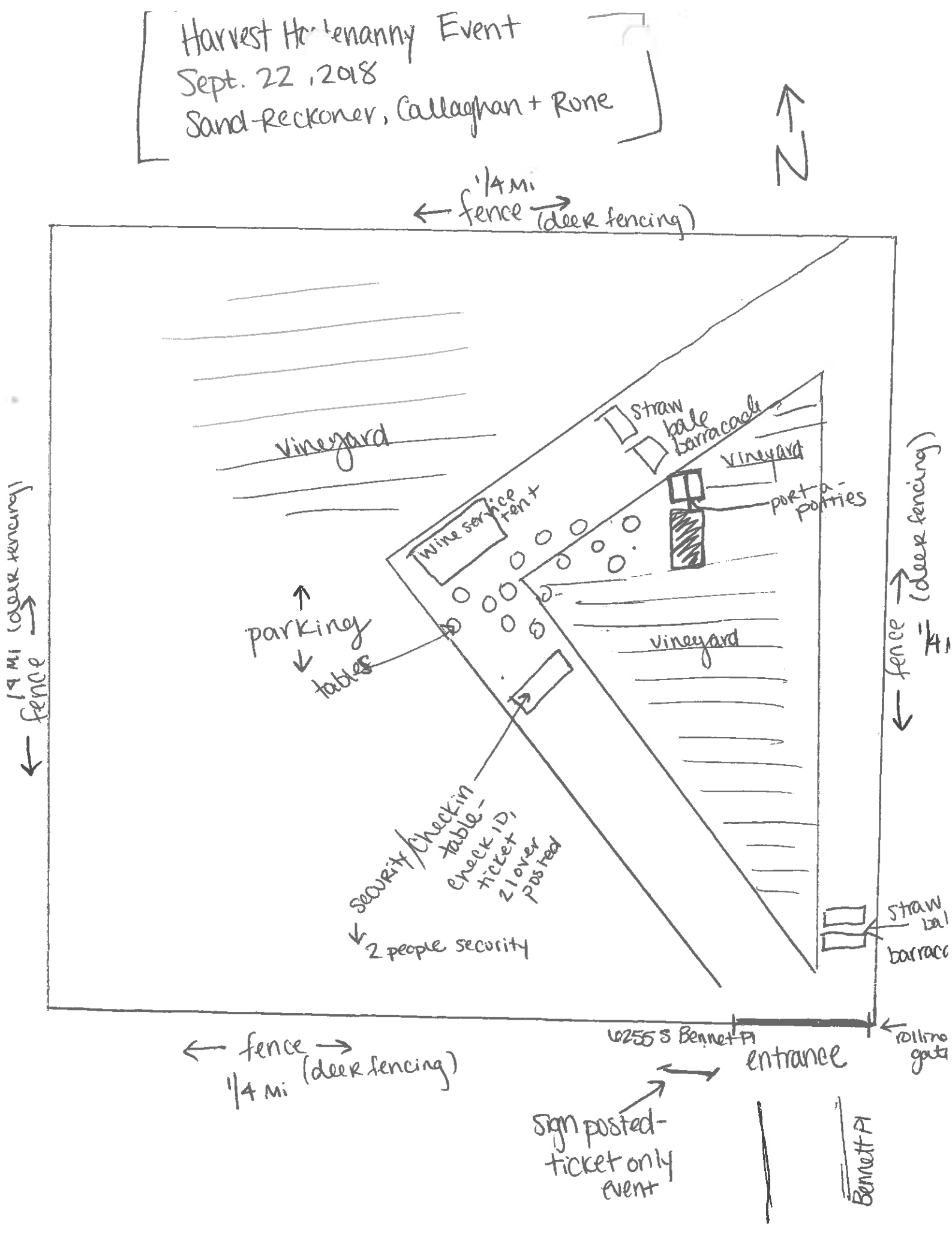
A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

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


Harvest Hootenanny Event
Sept. 22, 2018
Sand-Reckoner, Callaghan + Rone
N
1/4 Mi
fence (deer fencing)
Vineyard
straw bale barracade
Vineyard
port-a-potties
Wine service tent
parking
tables
Vineyard
1/4 Mi (deer fencing)
fence
fence (deer fencing)
1/4 Mi
security/check-in table- check ID, ticket & over 21 posted
2 people security
straw bal
barrac
6255 S Bennet Pl
entrance
rolling gate
sign posted- ticket only event
Bennett Pl

COCHISE COUNTY BOARD OF SUPERVISORS

Telephone (520) 432-9200
Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name:	James Callahan	Address:	6255 S. Bennett Pl
Business Name:	Rune Wines	City/Zip:	Willcox 85643
Liquor License #:	13123016	Parcel #:	305-32-052
Ownership Type:		Liquor License ☐	Wine Festival ☒
Partner(s):			

TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

1. There have been a significant number of incidents at the named location within five (5) years prior to the application.

If so, please attach pertinent documentation.

Comments: The Sheriff's Office has not had to respond 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	Disapproval	No Recommendation
	☐	☐	☒

Name:	Richard Morales	Title:	Lieutenant
Signature:		Date:	09/06/18
Contact phone:	(520) 353-5087	Email:	RDMorales@cochise.az.gov

Return completed form with any attachments by: 9-7-2018

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:	James Callahan	Address:	6255 S. Bennett Pl.
Business Name:	Rune Wines	City/Zip:	Willcox, AZ 85643
Liquor License #:	13123016	Parcel #:	305-32-052
Ownership Type:		Liquor License ☐	Wine Festival ☒
Partner(s):			

TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

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

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

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

Comments: N/A - This application is exempt from the 300-foot rule, Special Event, no posting required.

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

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning?	Y ☒ N ☐	Zoning:	RU-4
Use permitted by P&Z?	Y ☐ N ☒	Permit#:	N/A
Date Permit Issued:	N/A	Use Permitted:	N/A
If use not permitted, is it LNC?	Y ☐ N ☒	Year LNC Established:	N/A

☐ The Planning Department will notify the applicant that if any construction is proposed, a Non-Residential Permit must first be submitted and approved by this Department, or if there is a lapse of 12 months of non-operation of the business, a Non-Residential Permit will be required to re-establish the use from this Department.

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

☐ The Planning Department is currently working with the property owner on several zoning-related issues with the subject property.

☐ The Planning Department is currently working with the property owner on obtaining the proper permits to operate the business.

Name:	Dora V Amaya	Title:	Zoning Administrator
Signature:	Dora V Amaya	Date:	September 6, 1918
Contact phone:	520.803.3960	Email:	damaya@cochise.az.gov

Return completed form with any attachments by: 9/7/2018

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

FOR DLLC USE ONLY

License #:	
Date:	
Approved by:	

RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS
2018 AUG 28 AM 8:05

FARM WINERY FAIR/FESTIVAL LICENSE APPLICATION

A.R.S.§4-203.03 Farm Winery / A.R.S.§4-203.02 At Special Event
Fee: $15.00 Per Day

A service fee of $25 will be charged for all dishonored checks (A.R.S.44-6852).

When the days of the fair/festival are not consecutive, a separate license for each uninterrupted period is needed.

SECTION 1 Application type:

Parcel 305-32-052

☐ **Wine Fair** ☑ **Wine Festival**

1. Applicant's Name: James Callahan Daytime Phone#: 480-570-5147

2. Business name: Rune Wines Liquor license #: 13123016
Farm Winery or Craft Distillery

3. Email: james@runewines.com

4. Mailing address: PO Box 84 (Street Address) Sonoita (City) AZ (State) 85637 (Zip Code)

5. Location of fair/festival: 6255 S Bennett Pl (Street address) Willcox (City) AZ (County) 85643 (Zip Code)

This Notary to be completed only by the applicant named in section #1.

NOTARY

I, (Print Full Name) James M Callahan declare that I am the APPLICANT filing this application as listed in above. I have read the application and the contents and all statements are true, correct and complete.

X _____ (Signature) OWNER (Title/ Position) 8/20/18 (Date) 480-570-5147 (Phone #)

State of Arizona County of Pima The foregoing instrument was acknowledged before me this 28th (Day) of August (Month) 2018 (Year)

My commission expires on: 3/25/19

_____ Signature of NOTARY PUBLIC

PHILLIP SULLIVAN
Notary Public - State of Arizona
PIMA COUNTY
My Commission Expires
MARCH 25, 2019

SECTION 2 Fees, Date & Hours: $15 per day
Winery festival days permitted: 50 licenses for a total of 150 days per winery per calendar year.

	Date	Day of Week	Start Time AM/PM	End Time AM/PM
1.	Sept. 22, 2018	Saturday	5:00 PM	9:30 PM
2.				
3.				
4.				
5.				
6.				
7.				

Please attach an additional sheet if necessary

SECTION 3 Site Owner Information:

1. Site owner name: Todd Myers & Michelle Minta (First / Last) Daytime Contact Phone #: (602) 525-8544
2. Site owner mailing address: 622 S Bennett Pl (Street address) Willcox (City) AZ (State) 85643 (Zip Code)
3. Email Address: rhumblinevineyard@gmail.com

SECTION 4 To complete this application, all questions must be answered:

1. Have you received permission for use of the site for the sale/consumption of liquor from the site owner named in Section 3? ☑ Yes ☐ No

2. Will the liquor you sell/serve be products only manufacture/produced at your licensed premises named in Section One? ☑ Yes ☐ No

3. List the number of Fair/Festival licenses you have been issued in the current calendar year 4

4. List the number of days you have held a licensed Fair/Festival in the current calendar year 0

5. What security and control measures will you take to prevent violations of state liquor laws at this event?

_____ # of Police Officers on Site — Fencing ☑ Yes ☐ No

_____ # of Security Personnel on Site — Barriers ☑ Yes ☐ No

6. I am familiar with and have read statues for Arizona's fair/festival privileges, requirements and penalties. (Farm Winery A.R.S.§4-205.04, either being held at a Special Event A.R.S.§4-203.02) ☑Yes☐No

7. I have taken responsible steps to ensure individuals operating the fair/festival licensed premises and employees who serve, sell or furnish liquor at this fair/festival have knowledge of Arizona liquor laws (R19-1-302) ☑Yes☐No

8. I have verified that the outside boundaries of the fair/festival premises (diagrammed in Section 5 below) are more than 300 feet from a church or school as defined in (A.R.S.§4-207) ☑Yes☐No

SECTION 5 Licensed premises diagram. The licensed premises for your fair/festival is the area you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license identified in Section 1, line #2 of this application. Please attach a diagram of your special event licensed premise. Please include dimensions of the premises, serving areas, fencing, barricades, or other control measures and security positions.

ATTACH DIAGRAM

The local governing body (city, town or municipality where the fair/festival will take place) may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted.

SECTION 6 Local Governing Body Approval Section

I, _____ (Government Official) _____ (Title) recommend ☐APPROVAL ☐DISAPPROVAL

on behalf of _____ (City, Town, County), _____ Signature, _____ Date, _____ Phone #

FOR DEPARTMENT OF LIQUOR USE ONLY

☐APPROVAL ☐DISAPPROVAL BY: _____ DATE: _____

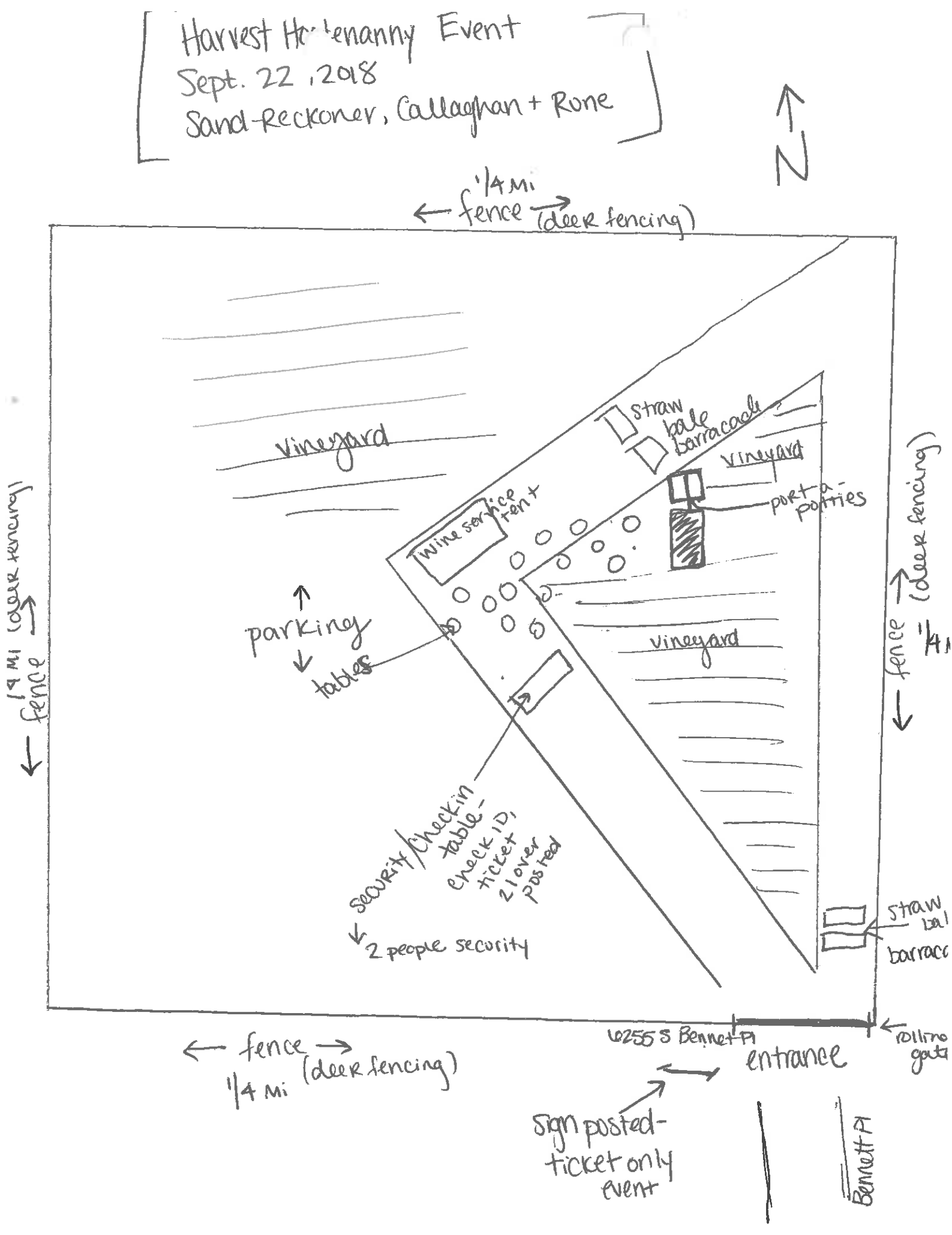
A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

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.


Harvest Hootenanny Event
Sept. 22, 2018
Sand-Reckoner, Callaghan + Rone
N
1/4 Mi
fence (deer fencing)
Vineyard
straw bale barracade
Vineyard
port-a-potties
Wine service tent
parking
tables
Vineyard
1/4 Mi (deer fencing)
fence
fence (deer fencing)
1/4 Mi
security/check-in table- check ID, ticket & over 21 posted
2 people security
straw bal
barrac
6255 S Bennet Pl
entrance
rolling gate
sign posted- ticket only event
Bennett Pl

COCHISE COUNTY BOARD OF SUPERVISORS

Telephone (520) 432-9200
Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name:	James Callahan	Address:	6255 S. Bennett Pl
Business Name:	Rune Wines	City/Zip:	Willcox 85643
Liquor License #:	13123016	Parcel #:	305-32-052
Ownership Type:		Liquor License ☐	Wine Festival ☒
Partner(s):			

TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

1. There have been a significant number of incidents at the named location within five (5) years prior to the application.

If so, please attach pertinent documentation.

Comments: The Sheriff's Office has not had to respond 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	Disapproval	No Recommendation
	☐	☐	☒

Name:	Richard Morales	Title:	Lieutenant
Signature:		Date:	09/06/18
Contact phone:	(520) 353-5087	Email:	RDMorales@cochise.az.gov

Return completed form with any attachments by: 9-7-2018

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:	James Callahan	Address:	6255 S. Bennett Pl.
Business Name:	Rune Wines	City/Zip:	Willcox, AZ 85643
Liquor License #:	13123016	Parcel #:	305-32-052
Ownership Type:		Liquor License ☐	Wine Festival ☒
Partner(s):			

TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

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

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

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

Comments: N/A - This application is exempt from the 300-foot rule, Special Event, no posting required.

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

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning?	Y ☒ N ☐	Zoning:	RU-4
Use permitted by P&Z?	Y ☐ N ☒	Permit#:	N/A
Date Permit Issued:	N/A	Use Permitted:	N/A
If use not permitted, is it LNC?	Y ☐ N ☒	Year LNC Established:	N/A

☐ The Planning Department will notify the applicant that if any construction is proposed, a Non-Residential Permit must first be submitted and approved by this Department, or if there is a lapse of 12 months of non-operation of the business, a Non-Residential Permit will be required to re-establish the use from this Department.

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

☐ The Planning Department is currently working with the property owner on several zoning-related issues with the subject property.

☐ The Planning Department is currently working with the property owner on obtaining the proper permits to operate the business.

Name:	Dora V Amaya	Title:	Zoning Administrator
Signature:	Dora V Amaya	Date:	September 6, 1918
Contact phone:	520.803.3960	Email:	damaya@cochise.az.gov

Return completed form with any attachments by: 9/7/2018

Consent 6.

Regular Board of Supervisors Meeting **Community Development**

Meeting Date:	09/11/2018		
Public Lands Advisory Committee Appointment, District 3			
Submitted By:	Dan Coxworth, Community Development		
Department:	Community Development	**Division:**	Development Services
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	Dan Coxworth	**TITLE of PRESENTER:**	Director
Docket Number (If applicable):			
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve the appointment of Richard Searle to the Public Lands Advisory Committee, District 3, for a one-year term beginning September 11, 2018, through June 30, 2019.

Background:

The Public Lands Advisory Committee consisting of up to nine members with up to three appointed by the County Supervisor for each District. Members of the PLAC serve a one-year initial term. Supervisor Judd is recommending Richard Searle be appointed to serve the one-year term beginning September 11, 2018.

Department's Next Steps (if approved):

Send appointment letter and administer the oath of office to Mr. Searle in BOS staff follow up.

Impact of NOT Approving/Alternatives:

Mr. Searle will not be allowed to serve on the PLAC.

To BOS Staff: Document Disposition/Follow-Up:

Please send Mr. Searle the standard letter from the Board office affirming his appointment, along with the oath of office. Community Development staff will provide if needed, the mailing address to the Clerk via email.

Attachments

No file(s) attached.

Consent 7.

Regular Board of Supervisors Meeting **Community Development**

Meeting Date:	09/11/2018		
Adopt Resolution 18-15, abandoning portions of public easements as depicted in the Survey entitled Deer Haven Ranches			
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:	Jackie Watkins	**TITLE of PRESENTER:**	County Engineer
Docket Number (If applicable):			
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	ARS 28-7202 thru 7214

Information

Agenda Item Text:

Adopt Resolution 18-15, abandoning portions of public easements as depicted in the Survey entitled Deer Haven Ranches, more particularly described in said Resolution.

Background:

The applicant, Dean Willbanks had requested the abandonment of several public easements within the Deer Haven Ranches, near Kansas Settlement Road. Mr. Willbanks plans to develop the land into an organic farm and would like to be able to access as much of the property as possible. Upon review, the Highway department had concerns over connectivity and access for privately owned parcels as well as lands held in trust by the State Land Department. Sulphur Springs Valley Electric Co-Op also had concerns over the proposed abandonment. Mr. Willbanks has amended his request to only abandon two 30-foot-wide public easements, known as Caribou Lane, where they intersect his two parcels.

The applicant contacted neighboring parcel owners and local utilities. There were no objections to the amended abandonment. Mr. Willbanks and Clarence Kendall, owner of parcel to the north of the abandonment have made a separate fencing agreement.

The County Transportation Planner has no objections to the amended abandonment.

All fees associated with this application have been paid.

Department's Next Steps (if approved):

If the abandonment is approved, no further Board action is required. Upon recording of the Resolution, staff will forward copies to the applicant.

Impact of NOT Approving/Alternatives:

The described portion of Caribou Lane will remain dedicated public easement.

To BOS Staff: Document Disposition/Follow-Up:

Forward copy of recorded Resolution to Teresa Murphy, ROW Agent Highway Division .

Attachments

Executive Summary
Executive Summary Map
Resolution 18-__
Property Owner & Utility Responses
Transportation Planner Memo
Location Map

DATE: August 27, 2018

TO: Board of Supervisors

THRU: Jackie Watkins, County Engineer

FROM: Teresa Murphy, Right-of-Way Agent

SUBJECT: Proposed abandonment of Caribou Lane

Recommendation: Adopt Resolution 18-__, abandoning portions of public easements as depicted in the Survey entitled Deer Haven Ranches, more particularly described in said Resolution.

Background (Brief): The applicant, Dean Willbanks had requested the abandonment of several public easements within the Deer Haven Ranches, near Kansas Settlement Road. Mr. Willbanks plans to develop the land into an organic farm and would like to be able to access as much of the property as possible. Upon review, the Highway department had concerns over connectivity and access for privately owned parcels as well as lands held in trust by the State Land Department. Sulphur Springs Valley Electric Co-Op also had concerns over the proposed abandonment. Mr. Willbanks has amended his request to only abandon two 30-foot-wide public easements, known as Caribou Lane is it intersects the applicants two parcels.

The applicant contacted neighboring parcel owners and local utilities. There were no objections to the amended abandonment. Mr. Willbanks and Clarence Kendall, owner of parcel to the north of the abandonment have made a separate fencing agreement.

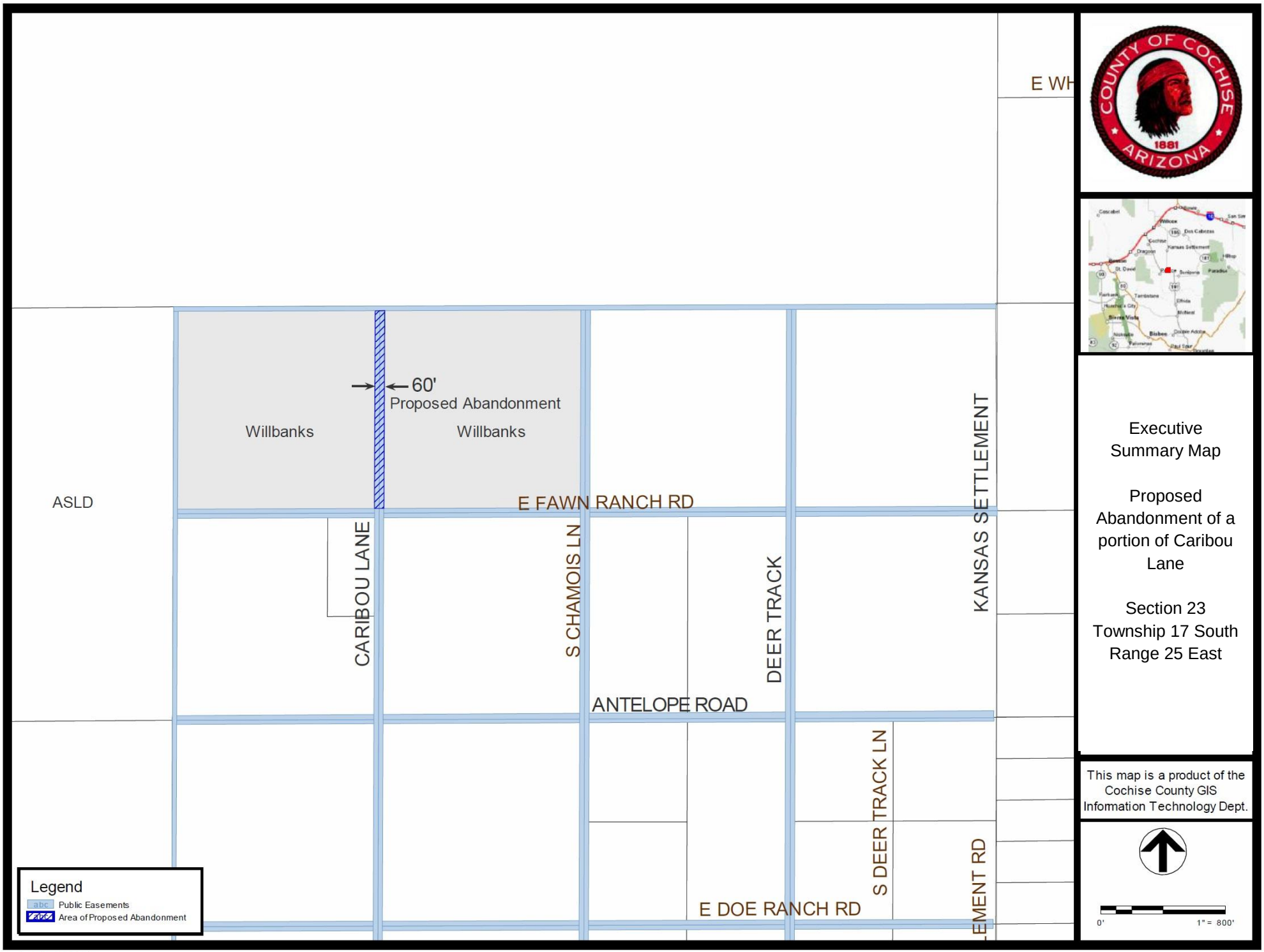
The County Transportation Planner has no objections to the amended abandonment.

All fees associated with this application have been paid.

Fiscal Impact & Funding Sources: Not applicable.

Next Steps/Action Items/Follow-up: If the abandonment is approved, no further Board action is required. Upon recording of the Resolution, staff will forward copies to the applicant.

Impact of <u>Not</u> Approving: The described portion of Caribou Lane will remain dedicated public easement.



COUNTY OF COCHISE
1881
ARIZONA

Executive Summary Map

Proposed Abandonment of a portion of Caribou Lane

Section 23
Township 17 South
Range 25 East

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

0' 1" = 800'

RESOLUTION 18-___

AUTHORIZING THE ABANDONMENT OF A PORTION PUBLIC RIGHT-OF-WAY NEAR PEARCE

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

> That portion of a certain 30-foot-wide public right-of-way, known as Caribou Lane, as it adjoins the East boundary of Lot 15 and the West boundary of Lot 16, of Deer Haven Ranches, according to Book 2 of Surveys pages 74 & 77, and dedicated to the public in Docket 1473, page 234, records of the Office of the County Recorder, Cochise County, Arizona.

WHEREAS, the Board of Supervisors having considered all comments regarding this request at their meeting held September 11th, 2018, and having determined that the public right-of-way described hereinabove is not necessary for public use as a roadway pursuant to A.R.S. § 28-7202; and

WHEREAS, unknown public utilities may exist within said right-of-way.

NOW THEREFORE, IT IS HEREBY RESOLVED, that the petition for the abandonment as described and requested herein is hereby granted, and the public easement is hereby vacated, in accordance with A.R.S. § 28-7214.

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

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this _____ day of _____, 2018.

_____
Peggy Judd, Chairman
Cochise County Board of Supervisors

ATTEST:

_____
Arlethe G. Rios,
Clerk of the Board

APPROVED AS TO FORM:

_____
Britt W. Hanson,
Chief Civil Deputy County Attorney

August 3, 2018

Teresa Murphy
Right of Way Agent
Cochise County Community Development
1415 Melody Lane, Building E.
Bisbee, Az. 85603



Attention Teresa,

After speaking to Mr. Willbanks at length a short time ago, regarding the matter of closing Caribou Lane, Mr. Willbanks stated that I would have complete access via Caribou Lane to the fence between the Willbanks and myself. Also he stated that they would be responsible for all maintenance of the fence between us.

I hope I have no objections to the public closure of Caribou Lane.

Sincerely,

Clarence W. Kendall

(76B) April 15/ 2018

~~Yvonne Pinson~~ : **Proposed Abandonment of certain Easements located in Deer Haven Estates**

Heather Samec (Owner)

My Name is H. Dean Willbanks in Feb 2017 My wife and I purchased lots 114-01-070 , 114-01-069 in Dear Haven Estates , Pearce Arizona 85625 . This letter is to inform you that we have requested the proposed Abandonments of certain easements located in the Deer Haven Estates that borders our property .

(see enclosed map)

Note : The only roads that currently exists is Fawn Ranch Road from Kansas Settlement that ends at lot 76B and lot 69 to the north . Chamois to the south 1300 ft.

Cochise County Community Development Has agreed to Grant us the two 30 ft. easements located between our purchased parcels (Caribou Lane ,if approved by utilities) where as there are no utilities on any of the easements in our request other than Fawn Ranch Road.

The proposed Abandonment Of easements in Deer Haven Estates are the 30ft that surrounds lots 070 and 069 are Fawn Ranch Road , Duck Pond Road , Deer Grass Lane and Chamois Lane.

Please reply if you Approve or Disapprove Of Granting use of these Abandoned Easements.

Please place this letter with your signed and dated response in the return envelop .

If you have any issues of concern and would like to speak directly , feel free to contact me at the number provided or e-Mail if you prefer .

After the Cochise County Community Development Board receives your Answer we will receive an agenda date and if you would like to attend let me know and I will forward that date.

Thank you so much for your response as I know how valuable your time is.

APPROVE : _____ 7-2-18 Date

DISSAPROVE : Response _____

_____

_____

SIGHNED : _____ Date 7-2-18

hsamec@hotmail.com

Dean Willbanks
mailfourme34@aol.com
602 672 2535

04-15-18

April 15/ 2018

Phuong Thi Lien Tran : **Proposed Abandonment of certain Easements located in Deer Haven Estates**

My Name is H. Dean Willbanks in Feb 2017 My wife and I purchased lots 114-01-070 , 114-01-069 in Dear Haven Estates , Pearce Arizona 85625 . This letter is to inform you that we have requested the proposed Abandonments of certain easements located in the Deer Haven Estates that borders our property .

(see enclosed map)

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After the Cochise County Community Development Board receives your Answer we will receive an agenda date and if you would like to attend let me know and I will forward that date.

Thank you so much for your response as I know how valuable your time is.

APPROVE : P.T. Date

DISSAPROVE : Response _____

_____

_____

SIGHNED : Phuong Tran Date 4/25/18

Dean Willbanks
mailfourme34@aol.com
602 672 2535

04-15-18

RECEIVED
JUN 28 2018
COCHISE COUNTY
HIGHWAY & FLOODPLAN

April 15/ 2018

Proposed Abandonment of certain Easements located in Deer Haven Estates

Greg Jones Southwest Gas (N&E of Bisbee)

My Name is H. Dean Willbanks in Feb 2017 My wife and I purchased lots 114-01-070 , 114-01-069 in Dear Haven Estates , Pearce Arizona 85625 . This letter is to inform you that we have requested the proposed Abandonments of certain easements located in the Deer Haven Estates that borders our property .

(see enclosed map)

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If you have any issues of concern and would like to speak directly , feel free to contact me at the number provided or e-Mail if you prefer .

After the Cochise County Community Development Board receives your Answer we will receive an agenda date and if you would like to attend let me know and I will forward that date.

Thank you so much for your response as I know how valuable your time is.

APPROVE : APRIL 25, 2018 Date

DISSAPROVE : Response _____

_____

_____

SIGHNED _____ Date

Dean Willbanks
mailfourme34@aol.com
602 672 2535

04-15-18

RECEIVED
JUN 28 2018
COCHISE COUNTY
HIGHWAY & FLOODPLAN

April 15/ 2018

Proposed Abandonment of certain Easements located in Deer Haven Estates

Linda Tunks SSVEC

My Name is H. Dean Willbanks in Feb 2017 My wife and I purchased lots 114-01-070 , 114-01-069 in Dear Haven Estates , Pearce Arizona 85625 . This letter is to inform you that we have requested the proposed Abandonments of certain easements located in the Deer Haven Estates that borders our property .

(see enclosed map)

Note : The only roads that currently exists is Fawn Ranch Road from Kansas Settlement that ends at lot 76B and lot 69 to the north . Chamois to the south 1300 ft.

Cochise County Community Development Has agreed to Grant us the two 30 ft. easements located between our purchased parcels (Caribou Lane ,if approved by utilities) where as there are no utilities on any of the easements in our request other than Fawn Ranch Road.

The proposed Abandonment Of easements in Deer Haven Estates are the 30ft that surrounds lots 070 and 069 are Fawn Ranch Road , Duck Pond Road , Deer Grass Lane and Chamois Lane.

NO. there are lines

Please reply if you Approve or Disapprove Of Granting use of these Abandoned Easements.

Please place this letter with your signed and dated response in the return envelop .

If you have any issues of concern and would like to speak directly , feel free to contact me at the number provided or e-Mail if you prefer .

After the Cochise County Community Development Board receives your Answer we will receive an agenda date and if you would like to attend let me know and I will forward that date.

Thank you so much for your response as I know how valuable your time is.

APPROVE : 5/29/18 Date SSVEC approves to abandon Duck Pond Road, Deer Grass Lane, and Chamois Lane. NOT Fawn Ranch Road.

DISSAPROVE : Response _____

SIGHNED : Megan Reser Date 5/24/18

Dean Willbanks
mailfourme34@aol.com
602 672 2535

04-15-18

RECEIVED
JUN 28 2018
COCHISE COUNTY
HIGHWAY & FLOODPLAN

Cochise County
Community Development
Highway and Floodplain Division

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

MEMORANDUM

Date: March 5, 2018

To: Teresa Murphy, Right-of-Way Agent

From: Karen L. Lamberton, AICP, County Transportation Planner

Subject: Abandonment of Public Easements Within Deer Haven Ranches/ Parcel # 114-01-069 & 114-01-070

The Applicant, Harold Willbrinks, owns both subject parcels, which are located west of Kansas Settlement Rd. about two miles north of US Hwy 191 in the Pearce vicinity. The parcels are two of dozens of 40-acre tracts created by Record of Survey in the early 1980's as components of Deer Haven Ranches.

Kansas Settlement Road is the only County maintained road in this immediate area. With regard to private access, we do not object to the abandonment of the 30-foot wide easement along the west and north boundaries of these parcels, as long as the neighboring property owners are in agreement. We also have no objection to the abandonment of the two 30' easements located between the applicants two parcels.

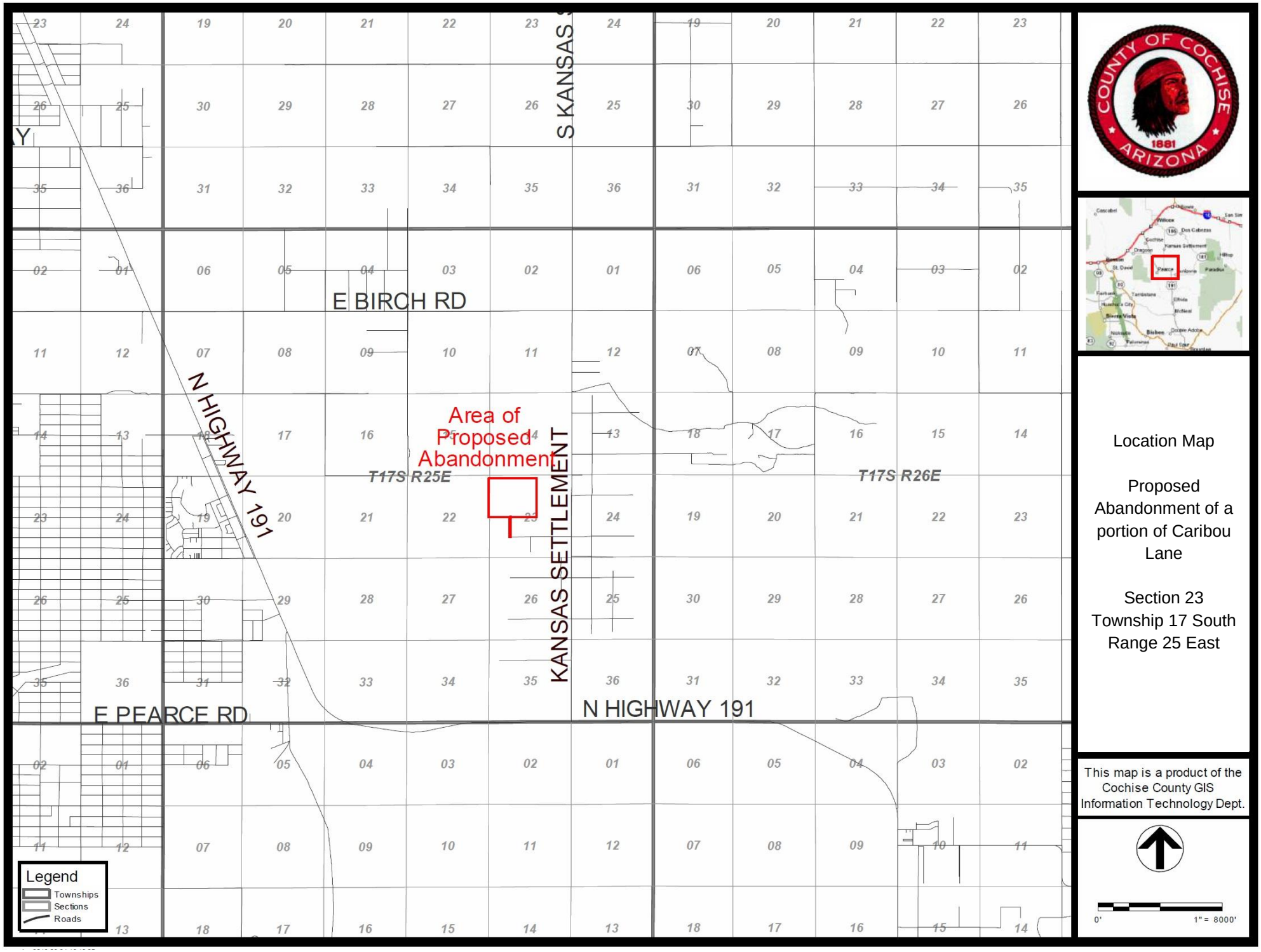
However, we have concerns with the request for the southern parcel boundary along the alignment of E. Fawn Ranch Rd. and the western parcel boundary along the alignment of S. Chamois Ln. Leaving only a 30' easement, rather than the 60' easement created along parcel boundaries, would be adequate only for a single driveway, not for a shared roadway serving more than one parcel. The larger 40-acre parcels are being divided immediately southeast of the subject parcels and this trend is likely to continue.

In addition, both the Fawn Ranch road alignment creates a connection with large tracts of Arizona State Lands. Although not expected to develop soon, these lands are set aside specifically for future development. The Chamois Ln. road alignment provides a connection for the large privately-owned parcel to the north. Keeping the potential of a connected roadway network to those lands is important to the future transportation network as conceptualized in the County's Comprehensive Plan and the 2040 Long-Range Transportation Plan.

We do not recommend the abandonment of the E. Fawn Rd. and the S. Chamois Ln. segments.

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

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



COUNTY OF COCHISE
1881
ARIZONA

Location Map

Proposed Abandonment of a portion of Caribou Lane

Section 23
Township 17 South
Range 25 East

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

0' 1" = 8000'

Consent 8.

Regular Board of Supervisors Meeting **County Attorney**

Meeting Date: 09/11/2018

Approve the Retention of Roberta Livesay and her firm to represent Cochise County in any future solar energy cases.

Submitted By:	Susana Stark, County Attorney		
Department:	County Attorney		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	Elda Orduño	**TITLE of PRESENTER:**	County Attorney
Docket Number (If applicable):			
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve the retention of Roberta Livesay and her firm, Helm, Livesay, and Worthington, to represent Cochise County in any future solar energy cases filed by a plaintiff, including but not limited to the most recently filed case of Solar City et al. v. ADOR et al., TX2018-000905.

Background:

On June 5, 2018, the Cochise County Board of Supervisors approved the retention of Roberta Livesay and her firm, Helm, Livesay and Worthington, to represent Cochise County in tax appeal cases involving solar energy panels. The tax appeal cases include TX2014-000129, TX2014-000189, TX2015-000240, TX2016-000876, and TX2016-001025. The attorney's fees and costs in these cases are being split between Cochise County and a number of other counties based on their share of the full cash value of leased solar panels in their respective counties. Cochise County's share compared to the other counties is minimal at 0.6%. Should the Board approve the retention of Ms. Livesay and her firm for future cases, the attorney's fees and costs will be split per the original agreement.

Department's Next Steps (if approved):

Upon approval by the Board, Counsel for the County will inform Ms. Livesay of her retention.

Impact of NOT Approving/Alternatives:

Should the Board disapprove the retention of Ms. Livesay and her firm, the County Attorney's Office will represent the County in these matters. However, the cost to the County in terms of time and resources will be much more than if Ms. Livesay is retained based on the fee-splitting agreement among the counties. Furthermore, if the County Attorney's office represents the County in this litigation, it will put a strain on the Civil Division because of the amount of time and resources required to defend these cases.

To BOS Staff: Document Disposition/Follow-Up:

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

Attachments

No file(s) attached.

Consent 9.

Regular Board of Supervisors Meeting **County Attorney**

Meeting Date:	09/11/2018		
Approve the Proposed Settlement of the Small Tax Appeal Barnett v. Cochise County ST2017-000013			
Submitted By:	Susana Stark, County Attorney		
Department:	County Attorney		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	Christine J. Roberts	**TITLE of PRESENTER:**	Civil Deputy County Attorney
Docket Number (If applicable):			
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve the proposed settlement of the Small Tax Appeal in Barnett, Michael & Margaret v. Cochise County, ST2017-000013, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

Background:

Taxpayer filed a civil action in Arizona Tax Court, seeking a reduction in assessed value for parcel number 103-19-005 for tax year 2017. After inspecting the property, reviewing the taxpayers' documentation and other market factors/comparables, the Assessor agrees that the parcel's full cash value and limited property value for tax year 2017 should be lowered. The Assessor's recommended settlement offer is as follows:

- For tax year 2017, a reduction in full cash value from $50,812 to $13,080.
- For tax year 2017, a reduction in limited property value from $50,812 to $13,080.
- The assessment ratio shall remain at 15%.
- The legal class shall remain at 2.0.

These values apply to the 2018 assessment pursuant to A.R.S. 42-16002 B.
Each party would bear their own attorneys' fees and costs.
The taxpayer has accepted the settlement offer.

Department's Next Steps (if approved):

Upon approval by the Board, the parties will file the stipulated judgment and stipulation for entry of judgment with 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 taxpayer's 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

Stipulation for Entry of Judgement
Stipulated Judgement

BRIAN M. McINTYRE
COCHISE COUNTY ATTORNEY
By: CHRISTINE J. ROBERTS
Civil Deputy County Attorney
State Bar No. 033718
P.O. Drawer CA
Bisbee, AZ 85603
(520) 432-8700
CVAttymeo@cochise.az.gov

Attorney for Defendant Cochise County

SUPERIOR COURT OF ARIZONA

IN THE ARIZONA TAX COURT

MICHAEL & MARGARET BARNETT, Plaintiff, v. COCHISE COUNTY, a political subdivision of the State of Arizona, Defendant.	**Case No. ST2017-000013** **STIPULATION FOR ENTRY OF JUDGMENT** **(Assigned to Commissioner Lindsay P. Abramson)**

The parties to this action stipulate that the Court may enter the attached Judgment in full and final disposition to this action.

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///

RESPECTFULLY SUBMITTED this 7 day of Aug, 2018.

DATED: Aug 7 /18

Michael N. & Margaret Barnett
P.O. Box 18121
Coffman Cove, AK 99918
Pro Per

Cochise County Attorney

By: _____
CHRISTINE J. ROBERTS
Civil Deputy County Attorney

Copy of the foregoing mailed this 11 day of July, 2018, to:

Commissioner Lindsay Abramson
East Court Building-812
101 West Jefferson
Phoenix, AZ 85003-2243

Michael N. & Margaret Barnett
P.O. Box 18121
Coffman Cove, AK 99918

BRIAN M. McINTYRE
COCHISE COUNTY ATTORNEY
By: CHRISTINE J. ROBERTS
Civil Deputy County Attorney
State Bar No. 033718
P.O. Drawer CA
Bisbee, AZ 85603
(520) 432-8700
CVAttymeo@cochise.az.gov

Attorney for Defendant Cochise County

SUPERIOR COURT OF ARIZONA

IN THE ARIZONA TAX COURT

MICHAEL & MARGARET BARNETT, Plaintiff, v. COCHISE COUNTY, a political subdivision of the State of Arizona, Defendant.	**Case No. ST2017-000013** **STIPULATED JUDGMENT** **(Assigned to Commissioner Lindsay P. Abramson)**

The parties to this action having stipulated to the entry of this Judgment and good cause appearing;

IT IS ORDERED, ADJUDGED AND DECREED THAT:

1. The only parcel subject to this judgment is parcel number 103-19-005.

2. For tax year 2017:

- The full cash value of the subject property shall be reduced from $50,812 to $13,080;
- The limited property value of the subject property shall be reduced from $50,812 to $13,080;
- The assessment ratio shall remain at 15%;
- The legal class shall remain at 2.0.

3. These values also apply to the 2018 assessment pursuant to A.R.S. § 42-16002 B.

4. Defendant shall recalculate the 2017 and 2018 taxes on the subject property based upon the full cash values, as stated above.

5. Plaintiff is entitled to a refund in an amount equal to any excess in taxes levied, assessed, and actually paid for tax years 2017 and 2018, if any, as a result of any excessive valuations of the subject property, plus interest thereon pursuant to A.R.S. § 42-16214.

6. Defendant shall refund to Plaintiff an amount equal to any excess in 2017 and 2018 taxes levied, assessed and actually paid, if any, plus interest thereon calculated in accordance with A.R.S. § 42-16214. Such refund of tax and interest shall be paid to Plaintiff by the Cochise County Treasurer. The refund shall be made pursuant to A.R.S. § 42-16214.

7. Each party shall bear its own costs and attorney's fees.

DATED this 7 day of Aug, 2018.

Judge of the Superior Court

APPROVED AS TO FORM:

Michael N. Barnett
P.O. Box 18121
Coffman Cove, AK 99918
Pro Per

Margaret Barnett
P.O. Box 18121
Coffman Cove, AK 99918
Pro Per

Christine J. Roberts
Civil Deputy County Attorney
P.O. Drawer CA
Bisbee, AZ 85603
Attorney for Defendant Cochise County

Consent 10.

Regular Board of Supervisors Meeting **County Attorney**

Meeting Date:	09/11/2018		
Proposed Settlement of the Small Tax Appeal Barnett v. Cochise County ST2017-000014			
Submitted By:	Susana Stark, County Attorney		
Department:	County Attorney		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	Christine J. Roberts	**TITLE of PRESENTER:**	Civil Deputy County Attorney
Docket Number (If applicable):			
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve the proposed settlement of the Small Tax Appeal in Barnett, Michael & Margaret v. Cochise County, ST2017-000014, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

Background:

Taxpayer filed a civil action in Arizona Tax Court, seeking a reduction in assessed value for parcel number 103-20-004 for tax year 2017. After inspecting the property, reviewing the taxpayers' documentation and other market factors/comparables, the Assessor agrees that the parcel's full cash value and limited property value for tax year 2017 should be lowered. The Assessor's recommended settlement offer is as follows:

- For tax year 2017, a reduction in full cash value from $17,500 to $5,250.
- For tax year 2017, a reduction in limited property value from $17,500 to $5,250.
- The assessment ratio shall remain at 15%.
- The legal class shall remain at 2.0.

These values apply to the 2018 assessment pursuant to A.R.S. 42-16002 B.
Each party would bear their own attorneys' fees and costs.
The taxpayer has accepted the settlement offer.

Department's Next Steps (if approved):

Upon approval by the Board, the parties will file the stipulated judgment and stipulation for entry of judgment with 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 taxpayer's 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

Stipulation for Entry of Judgement

Stipulated Judgement

BRIAN M. McINTYRE
COCHISE COUNTY ATTORNEY
By: CHRISTINE J. ROBERTS
Civil Deputy County Attorney
State Bar No. 033718
P.O. Drawer CA
Bisbee, AZ 85603
(520) 432-8700
CVAttymeo@cochise.az.gov

Attorney for Defendant Cochise County

SUPERIOR COURT OF ARIZONA

IN THE ARIZONA TAX COURT

MICHAEL & MARGARET BARNETT, Plaintiff, v. COCHISE COUNTY, a political subdivision of the State of Arizona, Defendant.	**Case No. ST2017-000014** **STIPULATION FOR ENTRY OF JUDGMENT** **(Assigned to Commissioner Lindsay P. Abramson)**

The parties to this action stipulate that the Court may enter the attached Judgment in full and final disposition to this action.

///

///

///

///

RESPECTFULLY SUBMITTED this 7 day of Aug, 2018.

DATED: 8/7/18

Michael N. Barnett Margaret Barnett
Michael N. & Margaret Barnett
P.O. Box 18121
Coffman Cove, AK 99918
Pro Per

Cochise County Attorney

By: Christine J. Roberts
CHRISTINE J. ROBERTS
Civil Deputy County Attorney

Copy of the foregoing mailed this 10 day of July, 2018, to:

Commissioner Lindsay Abramson
East Court Building-812
101 West Jefferson
Phoenix, AZ 85003-2243

Michael N. & Margaret Barnett
P.O. Box 18121
Coffman Cove, AK 99918

BRIAN M. McINTYRE
COCHISE COUNTY ATTORNEY
By: CHRISTINE J. ROBERTS
Civil Deputy County Attorney
State Bar No. 033718
P.O. Drawer CA
Bisbee, AZ 85603
(520) 432-8700
CVAttymeo@cochise.az.gov

Attorney for Defendant Cochise County

SUPERIOR COURT OF ARIZONA

IN THE ARIZONA TAX COURT

MICHAEL & MARGARET BARNETT, Plaintiff, v. COCHISE COUNTY, a political subdivision of the State of Arizona, Defendant.	**Case No. ST2017-000014** **STIPULATED JUDGMENT** **(Assigned to Commissioner Lindsay P. Abramson)**

The parties to this action having stipulated to the entry of this Judgment and good cause appearing;

IT IS ORDERED, ADJUDGED AND DECREED THAT:

1. The only parcel subject to this judgment is parcel number 103-20-004.

2. For tax year 2017:

- The full cash value of the subject property shall be reduced from $17,500 to $5,250;
- The limited property value of the subject property shall be reduced from $17,500 to $5,250;
- The assessment ratio shall remain at 15%;
- The legal class shall remain at 2.0.

3. These values also apply to the 2018 assessment pursuant to A.R.S. § 41-16002 B.

4. Defendant shall recalculate the 2017 and 2018 taxes on the subject property based upon the full cash values, as stated above.

5. Plaintiff is entitled to a refund in an amount equal to any excess in taxes levied, assessed, and actually paid for tax years 2017 and 2018, if any, as a result of any excessive valuations of the subject property, plus interest thereon pursuant to A.R.S. § 42-16214.

6. Defendant shall refund to Plaintiff an amount equal to any excess in 2017 and 2018 taxes levied, assessed and actually paid, if any, plus interest thereon calculated in accordance with A.R.S. § 42-16214. Such refund of tax and interest shall be paid to Plaintiff by the Cochise County Treasurer. The refund shall be made pursuant to A.R.S. § 42-16214.

///

///

7. Each party shall bear its own costs and attorney's fees.

DATED this 17 day of Aug, 2018.

Judge of the Superior Court

APPROVED AS TO FORM:

Michael N. Barnett
P.O. Box 18121
Coffman Cove, AK 99918
Pro Per

Margaret Barnett
P.O. Box 18121
Coffman Cove, AK 99918
Pro Per

Christine J. Roberts
Civil Deputy County Attorney
P.O. Drawer CA
Bisbee, AZ 85603
Attorney for Defendant Cochise County

Consent 11.

Regular Board of Supervisors Meeting **County Attorney**

Meeting Date: 09/11/2018

Approve Grant Award - FY2019 Victim's Rights Program Award Agreement - AG#2019-002

Submitted By: Susana Stark, County Attorney

Department: County Attorney

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	2
NAME of PRESENTER:	N/A	**TITLE of PRESENTER:**	N/A
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	A.R.S. § 41-191.08

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

Information

Agenda Item Text:

Approve the Victims' Rights Program (VRP) Award Agreement (AG) 2019-002 between the Arizona Attorney General and the Cochise County Attorney's Office, in the amount of $22,102, effective July 1, 2018 through June 30,2019.

Background:

The award amount of $22,102.00 is to be used by the Cochise County Attorney's Victim Witness Program to provide funding for 46% of the funding for the salary of the full-time Victim Witness Program Manager who is responsible for victim notification on all criminal cases.Fiscal Impact & Funding Sources: Attorney General's Victim Rights Program, funds deposited into Fund 126.

Department's Next Steps (if approved):

Submit signed grants to grant source.

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

Three (3) originals provided. Advise CAO upon Board approval. Return (2) signed Agreements to CAO. Send a certified copy of the Board Minutes approving the Grant Agreement, as soon as it is available, to CAO.

Budget Information

Information about available funds

Budgeted: ☐ **Funds Available:** ☐ **Amount Available:**

Unbudgeted: ☐ **Funds NOT Available:** ☐ **Amendment:** ☐

Account Code(s) for Available Funds 1:

Fund Transfers

Fiscal Year: 2018-2019

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

Ongoing Costs? ($$$): 0

County Match Required? ($$$): 0

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

Source of Funding?: Grant

Fiscal Impact & Funding Sources (if known):

Fund 126

Attachments

Cochise County Grant Approval Form - VRP-2018
2019 VRP Award Agreement

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: _____ Department/Division: _____

Date Prepared: _____ Telephone: _____

Grantor: _____ Grant Title: _____

Grant Term From: _____ To: _____

Fund No/Dept. No: _____ Note: Fund No. will be assigned by the Finance Department if new.

New Grant ☐ Yes ☐ No Amendment No. _____ Increase $ _____ Decrease $ _____

Briefly describe purpose of grant:

If amendment, provide reason:

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

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

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

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

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

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

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

a) Total A-87 cost allocation _____

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

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

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

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

State of Arizona
Office of the Attorney General
FY 2019 Victims' Rights Program
AWARD AGREEMENT
A.G. #: 2019-002

RECIPIENT

Name:	Cochise County Attorney's Office
Contact:	Paula Brown
Address:	P.O. Drawer CA, Bisbee, AZ 85603
Award Amount:	$22,102.00
Purpose:	To support the direct costs of implementing victims' rights laws pursuant to those provisions of Arizona Revised Statutes Title 13, Chapter 40 and Title 8, Chapter 3, Article 7 impacting County Attorney as an entity type.

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

This AGREEMENT is made this first day of July 2018, by and between the Arizona Attorney General, and the Cochise County Attorney's Office, the "Contractor", to commence on July 1, 2018 and terminate June 30, 2019. The Attorney General, having been satisfied as to the qualifications of Contractor, agrees to pay Contractor the above shown $22,102.00 subject to Contractor's agreement as follows:

I. The Contractor agrees:

A. Award funds will not be used to supplant state, local and federal funds that would otherwise be available to provide services to victims of crime as mandated by A.R.S. Title 13, Chapter 40 and Title 8, Chapter 3, Article 7

B. Award funds will be used only for allowable costs that can be proven necessary and essential to effect the direct provision or performance of those statutorily mandated victims ' rights duties (services), as described in the *Victims' Rights Program Guidelines - Section IV Allowable and Non-Allowable Costs*, and as specified in Contractor's approved $22,102.00 award budget as follows:

Personnel: $13,170.00 ERE/Benefits: $8,932.00

Title: Victim Witness Program Manager Percent: 46%

Consulting: $0.00

Operating: $0.00

Equipment: $0.00

C. To complete and submit, on or before August 09, 2019, an annual report to the Attorney General as prescribed in A.R.S. § 41-191.08(F).

D. To comply with FY 2019 Victims' Rights Program Guidelines, as well as the applicable provisions of A.R.S. Title 13, Chapter 40 and A.R.S. Title 8, Chapter 3, Article 7.

E. To allow (a) representative(s) of the Attorney General to complete program and financial audits as the Attorney General believes necessary to ensure Contractor compliance with this agreement and with State law.

F. To retain all records relating to the agreement, and performance under the agreement, for a period of five years after the completion of the project, and to allow inspection and audit of all such documents at reasonable times, pursuant to A.R.S. §§ 35-214 and 35-315.

G. To comply with all applicable nondiscrimination requirements of A.R.S. § 41-1463, Arizona State Executive Order 2009-09, and all other applicable state and federal civil rights laws.

H. Each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either party uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract . Each party retains the legal right to inspect the papers of the other party and its subcontractors who work on the contract to ensure that the other or subcontractors are complying with this warranty.

I. To retain ownership interest in all equipment acquired with VRP funds (or in the proceeds resulting from the sale of such equipment) provided that: (1) the equipment purchase was not in violation of the VRP Award Agreement; and (2) the useful life of the equipment in question has not elapsed.

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

A. To use arbitration in the event of disputes to the extent required by A.R.S. § 12-1518.

B. Except as provided in paragraph C below, if the Attorney General finds that the Contractor has not complied with the requirements of this agreement, the Contractor will receive a notice which identifies the area(s) of non-compliance and the appropriate corrective action to be taken. If the Contractor does not respond within thirty calendar days to this notice, or does not provide sufficient information concerning the steps which are being taken to correct the problem, the Attorney General may terminate the contract and require the return of all funds which are found to have been spent in violation of this agreement.

C. The parties agree to meet and confer in good faith to resolve disputes before commencing formal proceedings of any nature.

D. The Attorney General may reduce or discontinue funding to the Contractor in subsequent fiscal years, at the Attorney General's discretion, for the Contractor's failure to complete and submit, on or before August 09, 2019, the report that is required pursuant to A.R.S. § 41-191.08(F) or for other reasons such as available funding.

E. Every payment obligation of the Attorney General under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation . If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Attorney General at the end of the period for which funds are available. No liability shall accrue to the Attorney General in the event this provision is exercised, and the Attorney General shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

F. Any and all award funds not expended by June 30, 2019, will be returned to the Attorney General.

G. This agreement is subject to cancellation pursuant to A.R.S. § 38-511.

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

FOR THE ATTORNEY GENERAL: _____ Jerry Connolly, Procurement Manager _____ Date:

FOR THE CONTRACTOR:

_____ Authorized Signature _____ Date: _____ Printed Name and Title

ATTEST: **APPROVED AS TO FORM:**

_____ Clerk of the Governing Board *(if applicable)* _____ Date: _____ Legal Counsel *(if applicable)* _____ Date:

Consent 12.

Regular Board of Supervisors Meeting **County Schools**

Meeting Date:	09/11/2018		
Adopt Resolution Cancelling School Governing Board Elections and Appointing			
Submitted By:	Arlethe Rios, Board of Supervisors		
Department:	Board of Supervisors		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	3
NAME of PRESENTER:	Jaqui Clay	**TITLE of PRESENTER:**	County School Superintendent
Docket Number (If applicable):			
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	ARS15-424D

Information

Agenda Item Text:

Adopt Resolution 18-16, canceling the regular elections of November 6, 2018 for Certain School District Governing Boards and appointing those who filed nomination petitions or nomination papers for uncontested district positions pursuant to A.R.S. 15-424(D).

Background:

As per statute ARS15-424D, elections may be cancelled if one person runs for one seat and the candidates will be appointed.

Department's Next Steps (if approved):

Department will notify the districts and prepare Certificates of Election.

Impact of NOT Approving/Alternatives:

Election will appear on the ballot and will be charged to the district.

To BOS Staff: Document Disposition/Follow-Up:

Return Resolutions to the Department.

Attachments

Resolution

RESOLUTION NO. 18-___

A RESOLUTION OF THE BOARD OF SUPERVISORS OF COCHISE COUNTY, ARIZONA, CANCELING THE REGULAR ELECTIONS OF NOVEMBER 6, 2018 FOR CERTAIN SCHOOL DISTRICT GOVERNING BOARDS AND APPOINTING THOSE WHO FILED NOMINATION PETITIONS OR NOMINATION PAPERS FOR UNCONTESTED DISTRICT POSITIONS PURSUANT TO A.R.S. § 15-424(D)

WHEREAS, pursuant to A.R.S. § 15-424(D), if only one-person files a nominating petition or nomination paper for write-in candidate for an election to fill a district office, the Board of Supervisors, no earlier than 75 days before the election, may cancel the election for the position and appoint the person who filed the nominating petition or nominating paper to fill the position; and

WHEREAS, pursuant to A.R.S. § 15-424(D), if no person files a nominating petition or nomination paper for an election to fill a district office, the Board of Supervisors may cancel the election for that office and that office is deemed vacant and shall be filled by the Cochise County School Superintendent as provided in A.R.S. § 15-302.

WHEREAS, for each of the following listed school district governing boards, the following person or persons filed a nominating petition or nominating paper for district office:

Apache School District #42
Dean Nelson
Alicia Davidson
Maurine Joens

Ash Creek District #53
Pat Hill
Vicky Brand

Cochise Elementary District #26
Gary D. Regnier
Frank W. Flanders

Double Adobe District #45
Joan Cardona
John Vaughn

Elfrida School District #12
Wanda Fox
Donald H. Stinson
James Fletcher
Jamie Mahoney

McNeal District #55
Patsy Rineer

Naco District #23
Alberto Olmos
Dawn Walker

Palominas District #49
Dee Puff
Vicky Pickett

Pomerene District # 64
Mary Montijo
Shelley Crockett

St David District #21
Katie Miller
Daley Nelson

Tombstone District #01
James Dotson
Rodger Guin

Valley Union #22-5
Alfredo Zamora
Allana Essary
Steve Faccio

Willcox District #13
Gary Clement
Doris Jones

CTED (Career Technical Education) District #01
Albert Young (Douglas)
Rosa Aguallo (Elfrida-VUHS)
Clint Sanborn (Willcox)

Cochise College Governing Board
Jane Strain, Precinct 3
Dennis L. Nelson, Precinct 5

and are the only persons to have done so, thus rendering each election an uncontested election; and

WHEREAS, for each of the following listed school district governing boards, no person or persons filed a nomination petition or nomination paper for the following District positions:

Ash Creek District #53
2 positions remain open

Bowie District #14
3 positions remain open

Cochise Elementary District #26
1 position remains open

Naco District #23
1 position remains open

Palominas District #49
1 position remains open

CTED (Career Technical Education) District #01
4 positions remain open (Bisbee, Bowie, Sierra Vista, Tombstone)

NOW THEREFOR, BE IT RESOLVED by the Cochise County Board of Supervisors as follows:

1. The school board elections scheduled on November 6, 2018, for each of the above listed school districts are hereby cancelled pursuant to the authority granted to the Cochise County Board of Supervisors as stated in A.R.S. § 15-424(D).

2. All persons listed above are hereby appointed to fill the board positions for which they filed nomination petitions or nomination papers effective January 1, 2019, pursuant to the authority granted to the Cochise County Board of Supervisors, as stated in A.R.S. § 15-424(D).

3. For those positions in which no one filed a nomination petition or nomination paper, those positions are hereby deemed vacant effective January 1, 2019, and shall be filled by the Cochise County School Superintendent as provided in A.R.S. § 15-302.

APPROVED BY the Board of Supervisors of the County of Cochise, this ____ day of _____, 2018.

_____
Peggy Judd, Chairman,
Cochise County Board of Supervisors

ATTEST:

_____
Arlethe G. Rios,
Clerk of the Board

APPROVED AS TO FORM:

_____
Elda E. Orduño
Civil Deputy County Attorney

Consent 13.

Regular Board of Supervisors Meeting **County Treasurer**

Meeting Date: 09/11/2018

Resolution authorizing Cochise County Treasurer to collect and disburse the property taxes for 2018.

Submitted By:	Pam Munsey, County Treasurer		
Department:	County Treasurer		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	1
NAME of PRESENTER:	Catherine L. Traywick	**TITLE of PRESENTER:**	Treasurer
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	42-18003

Docket Number (If applicable):

Information

Agenda Item Text:

Adopt Resolution 18-17 authorizing Cochise County Treasurer to collect and disburse the property taxes for 2018.

Background:

Pursuant to A.R.S. 42-18003 the attached resolution allows for the collection of 2018 property taxes by the County Treasurer.

Department's Next Steps (if approved):

Cochise County Treasurer's office will collect and disburse 2018 property taxes.

Impact of NOT Approving/Alternatives:

Pursuant to A.R.S. 42-18003, which states “On completing the assessment and tax roll, the county board of supervisors shall adopt a resolution for the collection of taxes by the county treasurer as provided by law from the persons who are listed in the roll. The county treasurer is thereafter responsible for collecting the totals of all taxes levied on the roll”.

To BOS Staff: Document Disposition/Follow-Up:

Sign resolution and send copy to Treasurer's Office.

Budget Information

Information about available funds

Budgeted: ☐ **Funds Available:** ☐ **Amount Available:**

Unbudgeted: ☐ **Funds NOT Available:** ☐ **Amendment:** ☐

Account Code(s) for Available Funds 1:

Fund Transfers

Fiscal Impact & Funding Sources (if known):

Cochise County Treasurer's office will collect and disburse 2018 property taxes.

Attachments

Resolution to Collect 2018 Taxes

RESOLUTION 18-___

AUTHORIZING THE COCHISE COUNTY TREASURER TO COLLECT AND DISBURSE THE PROPERTY TAXES FOR 2018

WHEREAS, the Tax Roll and Cross-index for the 2018 property taxes have been prepared in the manner required by law and have been previously delivered to the Cochise County Treasurer; and

WHEREAS, the Board of Supervisors has established the applicable tax rates and tax levies by formal action taken on August 20, 2018, in the manner required by law; and

WHEREAS, upon the completion of the property assessments and tax roll, the Board of Supervisors is required by A.R.S. § 42-18003 to adopt a resolution for the collection of the taxes by the Treasurer, in the manner required by law; and

WHEREAS, the subject 2018 Tax Roll, a voluminous document previously physically delivered to the Treasurer, is hereby incorporated by reference to this Resolution,

IT IS HEREBY RESOLVED that the Cochise County Treasurer is hereby directed and authorized to collect the property taxes as indicated on the 2018 Tax Roll and to perform all other actions necessary for the proper receipt and disbursement of these funds.

PASSED, APPROVED AND ADOPTED by the Cochise County Board of Supervisors, _____ day of _____, 2018.

_____
Peggy Judd, Chairman
Cochise County Board of Supervisors

ATTEST:

_____
Arlethe G. Rios
Clerk of the Board

APPROVED AS TO FORM:

Britt Hanson
_____
Britt W. Hanson
Chief Civil Deputy County Attorney

Consent 14.

Regular Board of Supervisors Meeting **Elections**

Meeting Date:	09/11/2018		
Approve appointment of Democratic Precinct Committee Members			
Submitted By:	Martha Rodriquez, Elections		
Department:	Elections		
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):	N/A		
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	§16-821

Information

Agenda Item Text:

Approve the appointment of Precinct Committee Members for the Democratic Party upon the recommendation of Debbie Hickman, Chair, Cochise County Democratic Committee 2017-2018: Precinct 26 SV Avenida Del Sol - Martin, Kathleen A. and Precinct 47 WI Kansas Settlement - Marlatt, Steven Lee.

Background:

Requested by Debbie Hickman, Chair, Cochise County Democratic Committee 2017-2018 and verified as eligible by Cochise County Elections Department.(see attached forms)

Department's Next Steps (if approved):

Elections Department will prepare a letter of approval to Precinct Committee Members w/copy to Party Chair, Debbie Hickman. Elections Department will create a file for approved Precinct Committee Members and update the list/post to website.

Impact of NOT Approving/Alternatives:

Vacancies will exist in these positions.

To BOS Staff: Document Disposition/Follow-Up:

BOS Staff is to notify the Elections Department of the outcome of BOS decision on this item.

Attachments

8.8.18Appointments

Cochise County Democratic Party
P.O. Box 3233
Sierra Vista, AZ 85636
August 5, 2018

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

Dear Supervisor Chair Ann English and Deputy Elections Director Martha Rodriguez,

Request you appoint the following qualified registered Democrats as Precinct Committee Members with the Cochise County Democratic Party at your earliest convenience:

Last Name	First Name	Precinct	Address
Martin	Kathleen	Sv Avenida Del Sol	6326 E Southbrooke Ln Sierra Vista, AZ 85635
Marlatt	Steven	Wi Kansas Settlement	3303 W Airport Rd. Willcox, AZ 85643
Munoz	Cornelia	Pirtleville	504 Fir Avenue, Pirtleville, AZ 85626

PC Appointed
2/14/2017
cmte

Thank you.

Respectfully,

/s/

Debbie Hickman
Chair, Cochise County Democratic Committee 2017-2018
(520) 678-0481
Email: cochisecodems@gmail.com

Cc:
ADP, Chair, Felecia Rotellini (statechair@azdem.org)
ADP, Data Director, Sam Almy (salmy@azdem.org)

PRECINCT COMMITTEEPERSON VERIFICATION FORM

NAME: Martin, Kathleen A.

ADDRESS: 6326 E. Southbrooke Ln

Sierra Vista AZ 85635-8382

PARTY: Dem

PRECINCT: 26 SV Avenida Del Sol

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 4

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS : 3

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT: _____

DATE: 8/8/2018

BY: Martha L. Rodriguez

PRECINCT COMMITTEEPERSON VERIFICATION FORM

NAME: Marlatt, Steven Lee

ADDRESS: 3303 W Airport Rd

Willcox AZ 85643

PARTY: Dem

PRECINCT: 47 WI Kansas Settlement

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 3

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS : Ø

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT: _____

DATE: 8/8/2018

BY: Martha L. Rodriguez

Consent 15.

Regular Board of Supervisors Meeting **Finance**

Meeting Date:	09/11/2018		
Demands			
Submitted By:	Melissa Belasco, Board of Supervisors		
Department:	Board of Supervisors		
Presentation:	No A/V Presentation	**Recommendation:**	
Document Signatures:		**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
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.

Consent 16.

Regular Board of Supervisors Meeting **Health & Social Services**

Meeting Date:	09/11/2018		
Title 36 Mental Health Services Cochise County Contract			
Submitted By:	Briggita Hodges, Health & Social Services		
Department:	Health & Social Services		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	1
NAME of PRESENTER:	Carrie Langley	**TITLE of PRESENTER:**	Health Director
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	Title 36

Docket Number (If applicable):

Information

Agenda Item Text:

Approve contract between Cochise County and Community Bridges Inc, also known as CBI Benson Inpatient to provide Title 36 Mental Health Services, in the amount not to exceed $500,000 annually, effective 07/01/2018 through 06/30/2021.

Background:

Securing placement for Title 36 patients can be a long process, often resulting in limited options for care. It is essential CHSS find as many partners as possible to ensure the broadest access to care and treatment in a timely manner. Community Bridges has recently opened a facility in Benson, therefore, creating one of two options available in County. Additionally, CBI has locations for additional care and services located in Pima and Pinal County. Having this availability will prove very useful for on-going care needs, or higher level of acuity, which historically has been a challenge for Cochise County T36 clients.

Department's Next Steps (if approved):

Your approvals are respectfully requested.

Impact of NOT Approving/Alternatives:

Without the contract, Cochise County will be subject to reduced control over Title 36 evaluation and treatment expenses.

To BOS Staff: Document Disposition/Follow-Up:

Return executed contract to CHSS for final disposition.

Budget Information

Information about available funds

Budgeted: ◯ **Funds Available:** ◯ **Amount Available:**

Unbudgeted: ◯ **Funds NOT Available:** ◯ **Amendment:** ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Impact & Funding Sources (if known):

General fund Title 36 expenses soared in FY18 due to higher patient volumes as indicated below:

	2014	2015	2016	2017	2018
Adopted	$325,000.00	$325,000.00	$325,000.00	$200,000.00	$200,000.00
Amended	$324,033.00	$225,000.00	$325,000.00	$168,500.00	$305,100.00
Actual	$123,008.46	$117,896.62	$191,640.42	$137,454.21	$291,317.69

Attachments

Executive Summary

Contract

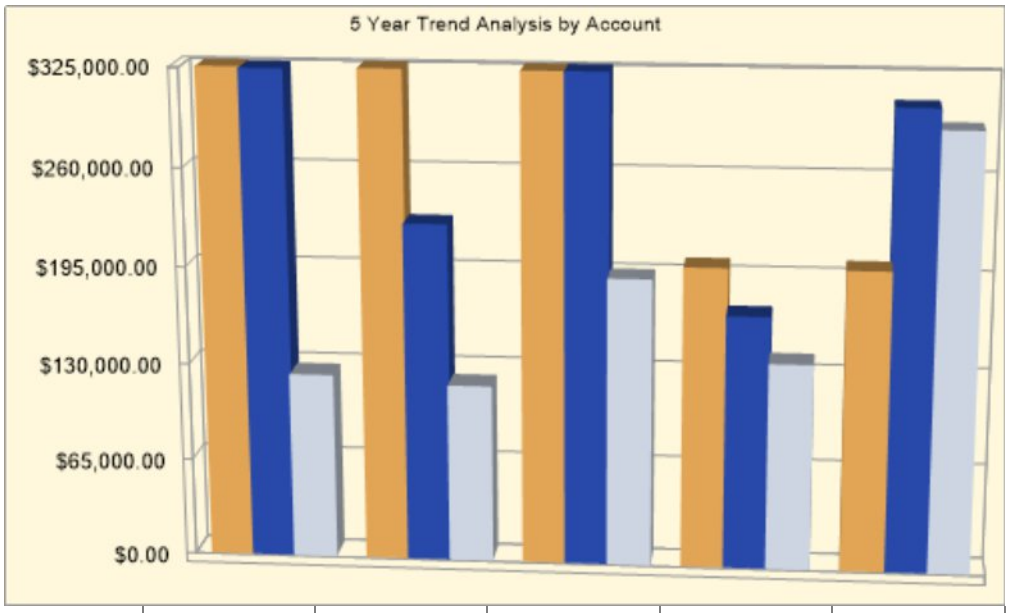
Executive Summary Form

Agenda Number: 4164

Recommendation:
Approval of Provider Contract Title 36 Mental Health Services between Cochise County and CBI Benson Inpatient, effective 07/01/2018 thru 06/30/2021 in an amount not to exceed $500,000 annually.

Background (Brief):
Securing placement for Title 36 patients can be a long process, often resulting in limited options for care. It is essential CHSS find as many partners as possible to ensure the broadest access to care and treatment in a timely manner. Community Bridges has recently opened a facility in Benson, therefore, creating one of two options available in County. Additionally, CBI has locations for additional care and services located in Pima and Pinal County. Having this availability will prove very useful for on-going care needs, or higher level of acuity, which historically has been a challenge for Cochise County T36 clients.

Fiscal Impact & Funding Sources:
General fund Title 36 expenses soared in FY18 due to higher patient volumes as indicated below:



	2014	2015	2016	2017	2018
Adopted	$325,000.00	$325,000.00	$325,000.00	$200,000.00	$200,000.00
Amended	$324,033.00	$225,000.00	$325,000.00	$168,500.00	$305,100.00
Actual	$123,008.46	$117,896.62	$191,640.42	$137,454.21	$291,317.69

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

Impact of Not Approving:
Without the contract, Cochise County will be subject to reduced control over Title 36 evaluation and treatment expenses.

PROVIDER CONTRACT
TITLE 36 MENTAL HEALTH SERVICES
BETWEEN
COCHISE COUNTY
AND
CBI BENSON INPATIENT

This agreement is between Community Bridges, Inc. a.k.a. CBI BENSON INPATIENT ("CBI" or "CBI BENSON INPATIENT"), an Arizona for profit corporation authorized to do business in Arizona, hereinafter called "Provider", and the COUNTY OF COCHISE, a political subdivision of the State of Arizona, hereinafter called "County".

RECITALS

A. Pursuant to A.R.S. §§ 36-545.04 and 36-545.06, the County is obligated, in certain circumstances, to make available and pay for mental health screenings and evaluations for commitment of proposed patients who reside in Cochise County and those who were found in Cochise County prior to hospitalization;

B. County and Provider desire to act jointly and cooperatively in developing and implementing a unified, cohesive and well-integrated system of mental health services in Cochise County.

C. County has the authority to enter into this agreement with the Provider for the provision of mental health services pursuant to A.R.S §§ 11-251, and 36-545.06.

D. Provider operates inpatient services in Benson, Arizona, staffed by professionals qualified to perform pre-petition screening and evaluation of individuals to determine whether Title 36 proceedings are appropriate.

E. Provider operates a psychiatric health facility in Benson, Arizona, which is a Level 1 facility.

AGREEMENT

NOW THEREFOR, in consideration of the mutual covenants and undertakings herein, Provider and County agree as follows:

ARTICLE 1
TERM

1. This Agreement shall become effective 7/1/2018 and terminate on 6/30/2021, unless further extended pursuant to the provisions of Article 7. All parties hereto acknowledge that this Agreement is subject to cancellation by the County, pursuant to the provisions of Section 38-511 of the Arizona Revised Statutes.

ARTICLE 2
SCOPE OF SERVICES

2.1 Provider will provide Title 36 pre-petition screening and evaluation services for, and on behalf of the County pursuant to, in accordance with and governed by Chapter 5, Title 36 of the Arizona Revised Statutes, and any other current and future applicable statutes, rules and regulations. In providing such services, Provider will function as the Title 36 pre-petition screening agency for the County and, when appropriate, as the Title 36 evaluation agency for matters initiated by the County. Provider will guarantee bed availability for County patients at its facility.

To facilitate pre-petition screening, all local law enforcement will be directed to transport any potential patient to the CBI BENSON INPATIENT'S drop off facility.

It is understood that neither the County nor the Provider assumes any duty or obligation to provide or pay for medical or mental health treatment, but only for pre-petition screening and evaluation services, and any associated court testimony. For example, and not by way of limitation, neither party is responsible for the payment of hospital costs (i.e. non-evaluation costs, such as physical medical treatment) incurred by a patient before, during or after pre-petition screening and evaluation services have been provided for the patient. Further, subject to applicable law, the County is not responsible for the cost of any short or long-term mental health treatment provided by the Provider.

2.2 All mental health services provided under this Agreement shall be rendered in accordance with applicable law and community professional and ethical standards.

2.3 County shall retain financial responsibility for the costs of evaluation services, court-appointed defense attorneys and actual court proceeding expenses for commitment actions brought under Title 36, Chapter 5, Article 4 and 5 of the Arizona Revised Statutes (A.R.S. §§ 36-520, et seq. and 36-533, et seq., respectively). Costs for pre-petition screening remain the financial responsibility of the Regional Behavioral

Health Authority ("RBHA"). Mental health services from the Provider shall not include independent evaluators.

2.4 Licenses: Provider certifies that it has procured and shall maintain all permits and licenses required in order to conduct business lawfully; and that it shall remain informed of and in compliance with all federal, state and local laws, ordinances and regulations that effect in any manner Provider's fulfillment of the contract.

ARTICLE 3
REIMBURSEMENT

3.1 The County agrees that it will reimburse the Provider for the costs associated with providing services to the County as follows:

A. Evaluations, when appropriate, to determine if a Title 36 petition is warranted. Reimbursement for pre-petition screening remains the financial responsibility of the RBHA.

B. The Crisis Mobile Team or the Local Agency under the RBHA and/or the Provider, will be responsible for gathering witness statements and providing all required County documents, when appropriate.

C. Inpatient services for evaluation, treatment, report writing and testimony, at the rate of nine hundred dollars ($900.00 USD) per day; plus one hundred and fifty dollars ($150.00 USD) per psychiatric evaluation; said inpatient services shall be paid from the date of the filing of a Petition for Evaluation, up to and including the day before court ordered treatment, change to voluntary status or release from evaluation, or in any case of patients with AHCCCS coverage, County will be responsible for the first three days of court ordered evaluation, with remaining stay billable to the RBHA.

Invoices received by the County more than six (6) months following the date of service will not be paid pursuant to A.R.S. § 11-622.

3.2 Reimbursement for services shall be invoiced and payable on a monthly basis to:

Carrie Langley, Director of Cochise Health & Social Services
Cochise County
1415 Melody Lane, Bldg. A
Bisbee, AZ 85603

3.3 The Provider agrees that the maximum amount payable under this contract for services and fixed costs will not exceed One Half Million Dollars ($500,000.00 USD) per contract year.

ARTICLE 4
INDEMNIFICATION AND INSURANCE

4.1 To the extent allowed by law, Provider shall defend, indemnify, and hold harmless Cochise County, and its departments, agencies, boards, commissions, 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 Provider or any of its owners, officers, directors, agents, employees or sub-Providers. 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 Provider 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 Provider from and against any and all claims. It is agreed that Provider will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Provider agrees to waive all rights of subrogation against Cochise County, its officers, officials, agents and employees for losses arising from the work performed by the Provider for Cochise County.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in the above paragraph.

4.2 Provider shall procure and maintain, until all of its obligations have been discharged under the Contract, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Provider, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Provider from liabilities that might arise out of the performance of the work under this contract by

the Provider, its agents, representatives, employees or subcontractors, and Provider is free to purchase additional insurance.

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

Commercial General Liability – Occurrence Form

The Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Damage to Rented Premises $50,000
- Each Occurrence $1,000,000

a. The policy **shall include coverage for sexual abuse and molestation. This coverage may be sub-limited to no less than $500,000. The limits may be included within the General Liability limit, or provided by separate endorsement with its own limits, or provided as separate coverage included with the professional liability.**

b. **Provider must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse/Molestation coverage is included." Policies/certificates stating that "Sexual Abuse/Molestation coverage is not excluded" do not meet this requirement.**

c. The policy shall be endorsed **(Blanket Endorsements are not acceptable)** to include the following additional insured language: "**Cochise County, and its departments, agencies, boards, commissions, officers, officials, agents, and employees**" shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Provider." Such additional insured shall be covered to the full limits of liability purchased by the Provider, even if those limits of liability are in excess of those required by this Contract.

d. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of "Cochise County, and its departments, agencies, boards, commissions, officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Provider.

2. **Worker's Compensation and Employers' Liability**

- Workers' Compensation Statutory
- Employers' Liability
- Each Accident $1,000,000
- Disease – Each Employee $1,000,000
- Disease – Policy Limit $1,000,000

a. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of "Cochise County, and its departments, agencies, boards, commissions, officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Provider.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim $ 1,000,000
Annual Aggregate $ 3,000,000

a. If the professional liability insurance required by this Contract is written on a claims-made basis, Provider warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

b. The policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work of this contract.

c. If the professional liability insurance required by this Contract is written on a claims-made basis, Provider warrants that any retroactive coverage date shall be no later than the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. The policies shall include, or be endorsed **(Blanket Endorsements are not acceptable)** to include, the following provisions:

4.1 The Provider's policies shall stipulate that the insurance afforded the Provider shall be primary insurance and that any insurance carried by the County, and its agents, officials, employees or the County shall be excess and not contributory insurance.

4.2 Coverage provided by the Provider shall not be limited to the liability assumed under the indemnification provisions of this Contract.

4.3 The Provider's breach of the above-mentioned indemnification and insurance provisions shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by Cochise County.
The Provider agrees to keep all books, accounts, reports, files and other records relating to this Contract for five (5) years after completion of the contract. In addition, the Provider agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.

4.4 Provider shall provide Certificates of Insurance to the County evidencing that Provider is in compliance with the insurance requirements before work commences under the Contract. Provider shall use commercially reasonable efforts to ensure that no policy shall expire, be cancelled or changed without thirty (30) days written prior notification of the County. Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificates of Insurance. Prior to commencing services, the Certificates of Insurance shall identify this contract and shall be sent directly to Cochise County, at the address listed in Section 5.1(b).

ARTICLE 5
NOTICES

5. Any written notices required by the Agreement shall be addressed as follows:

a. Notices to Provider shall be addressed and mailed as follows:

Community Bridges, Inc.
1855 W. Baseline Road, Suite 101
Mesa, Arizona 85202
ATTN: Dr. Frank Scarpati, CEO

b. Notices to County shall be addressed and mailed as follows:

Carrie Langley, Director of Cochise Health & Social Services
Cochise County
1514 Melody Lane, Bldg. A
Bisbee, AZ 85603

ARTICLE 6
RECORD KEEPING AND AUDITS

6.1 Provider shall provide to County monthly utilization reports indicating individuals served and number and type of services provided by the twentieth (20th) day of each month.

6.2 Provider agrees to maintain all records associated with this Agreement for a period of at least five (5) years. County and Provider agree to maintain and furnish each other such records and documents pertaining to the services provided pursuant to this Agreement, both medical and non-medical, as may be required by applicable Federal and State laws, rules and regulations. County and Department agree to facilitate the information and record exchanges necessary to Quality Management, Utilization Management or other programs required for their mutual benefit.

6.3 Provider shall allow County or County's designee reasonable access during regular business hours to specified health and medical records and any requested financial books, records or documents.

ARTICLE 7
EXTENSIONS, AMENDMENTS AND TERMINATION

7.1 This document contains the entire Agreement of the parties and may not be changed orally. Any change, modification or extension of the Agreement must be in the form of a written amendment to this Agreement, signed by both parties hereto.

7.2 The parties may, by an amendment signed by both parties, extend this Agreement for additional two (2) year periods, not to exceed five (5) years. To be effective, an amendment extending the term of this Agreement must be executed by both parties at least sixty (60) days prior to the expiration of the current term. If not, this Agreement shall terminate on June 30th of the then current term.

7.3 Either party may terminate this Contract at any time, with ninety (90) days notice in writing, to the other party. Such notice shall be given by personal delivery or by registered or certified mail to the other party's official mailing address.

7.4 This contract is not assignable, the County reserves the right to terminate this Contract, without notice, in the event that the Provider sells, transfers or conveys ownership of the hospital and/or if the Provider fails to perform its duties in accordance with this Contract.

ARTICLE 8
NON-DISCRIMINATION

8. Both County and Provider shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975; and the Federal Executive Order 112456, State Executive Order No. 7505; and A.R.S. §§ 41-1461, et seq., which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliations, shall have equal access to employment opportunities. Both County and Provider shall comply with Section 503 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. Both county and Provider shall comply with title VI of the Civil Rights Act of 1964, as amended, which prohibits the denial of benefits or participation in services pursuant to this Agreement on the basis of race, color or national origin. Both County and Provider shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap in delivering services pursuant to this Agreement and with the provisions of the Americans with Disabilities Act of 1990, as amended.

ARTICLE 9
RELATIONSHIP OF PARTIES

9. Provider is an independent contractor of the County. Provider represents that he has or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this Agreement shall be fully qualified and shall be authorized or permitted under state or local law to perform such services. It is further agreed by Provider that Provider shall obey all state and federal statutes, rules and regulations which are applicable to provisions of the services called for herein. Neither Provider nor any employee of the Provider shall be deemed an officer, employee or agent of the County.

ARTICLE 10
MISCELLANEOUS

10.1 The parties agree that all of the conditions set forth herein are material to the Agreement and a breach of any condition is a breach of the Agreement.

10.2 Each Article of this Agreement stands alone. Any Article of this Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, without invalidating the remainder of the Agreement.

10.3 The failure of either party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

10.4 Captions and headings are for index purposes only and shall not be used in construing this Agreement.

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

10.6 If any provision of this Agreement shall conflict with any provisions of the exhibits hereto, the provisions of the exhibits or modifications shall prevail.

10.7 The Provider and the County have read this Agreement and agree to be bound by all of its terms; and further agree that it constitutes the entire Agreement between the two parties and may only be modified by a written mutual Agreement signed by both parties.

10.8 The Provider shall not assign any of its rights or obligations under this Agreement without the prior written consent of the County. Any attempt to assign shall be void.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement, as indicated below:

COMMUNITY BRIDGES, INC. ("CBI BENSON INPATIENT")

SIGNTAURE DR Frank Scarpati DATE: 7/19/18

Dr. Frank Scarpati, CEO
Community Bridges, Inc.
1855 W. Baseline Road, Suite 101
Mesa, Arizona 85202

COCHISE COUNTY HEALTH & SOCIAL SERVICES

SIGNATURE _____ DATE: _____

Carrie Langley, Director, Cochise Health & Social Services

COCHISE COUNTY BOARD OF SUPERVISORS

SIGNATURE _____ DATE: _____

Peggy Judd, Chairman – Cochise County Board of Supervisors

ATTEST:

_____

Arlethe G. Rios
Clerk of the Board

Date: _____

APPROVED AS TO FORM:

_____

Christine J. Roberts
Civil Deputy County Attorney

Date: _____

Consent 17.

Regular Board of Supervisors Meeting **Workforce Development**

Meeting Date: 09/11/2018

Approve Amendment #8 to Title IB Adult, Youth, and Dislocated Worker contract #DI16-002121 between Cochise County and the Arizona Department of Econom

Submitted By:	Anita Baca, Housing Authority		
Department:	Housing Authority		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	4
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 Amendment #8 to Title IB Adult, Youth, and Dislocated Worker contract DI16-002121, between Cochise County and the Arizona Department of Economic Security for the Workforce Innovation and Opportunity Act (WIOA), increasing fund balance in the amount of $9,461, effective April 1, 2015 to June 30, 2019.

Background:

Programs through the Department of Labor contracts and funds come from the DOL to the State. Cochise Private Industry Council, Inc. (CPIC) works with Adult, Youth, and Dislocated Worker training programs in Cochise, Graham, and Greenlee Counties. CPIC is reimbursed for their allowable expense through DOL and the State. This Intergovernmental Agreement is for the term of April 1, 2015 to June 30, 2019.

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

Funds would not be available for the program.

To BOS Staff: Document Disposition/Follow-Up:

Please mail 4 originals to: Cochise Private Industry Council., 900 Carmelita Drive, Sierra Vista, AZ 85635, Attn: Vada Phelps. Request a fully executed original to be returned to the Board office.

Attachments

AB Restoration #D116-002121

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement

CONTRACT AMENDMENT

1. CONTRACTOR *(Name and address)*	2. CONTRACT ID NUMBER
Cochise County Board of Supervisors 1415 W Melody Lane Bisbee, AZ 85603	DI16-002121
	3. AMENDMENT NUMBER 8

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to Section 6.0 Manner of Financing, Paragraph 6.2 the purpose of this amendment is to increase fund balances for the following Program Year (PY) and Fiscal Year (FY):

Restoration Per TEGL 27-16 Change 2			
PY	2017	AD Admin	$32
PY	2017	YT Admin	$246
PY	2017	DW Admin	$63
FY	2018	AD Admin	$218
FY	2018	DW Admin	$339
PY	2017	Youth	$2,211
PY	2017	Adult	$286
FY	2018	Adult	$1,966
PY	2017	DW	$570
FY	2018	DW	$3,048
PY	2017	RR	$76
FY	2018	RR	$406

This is an increase of $9,461

The reimbursement ceiling is increased from $7,142,059 to $7,151,520

Attachment B, Allocation by Program and Fiscal Year, updated 8/21/2018 is revised and attached and reflects all current totals by Program and Fiscal Year.

5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

6. **ARIZONA DEPARTMENT OF ECONOMIC SECURITY**	7. NAME OF CONTRACTOR **COCHISE COUNTY**
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME	TYPED NAME
TITLE	TITLE
DATE	DATE

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE	
BY:	BY:
ASSISTANT ATTORNEY GENERAL	PUBLIC AGENCY LEGAL COUNSEL
DATE:	DATE:

DI16-002121 A8

Attachment B - WIOA Title 1 Allocation by Program and Fiscal Year
Updated 8/21/2018

Vendor Name: Cochise County
Contract # DI16-002121

Note: The final Close out packet for the PY15/FY16 allocation is due to DES on or before 8/1/2018

PY/FY	Year	Program	Amount	Begin Date	End Date	Final Expenditure / Cash Report Submission Date
PY	2015	AD Admin	$ 3,705	7/1/2015	6/30/2017	8/15/2017
PY	2015	YT Admin	$ 44,233	4/1/2015	6/30/2017	8/15/2017
PY	2015	DW Admin	$ 14,761	7/1/2015	6/30/2017	8/15/2017
FY	2016	AD Admin	$ 40,623	10/1/2015	6/30/2017	8/15/2017
FY	2016	DW Admin	$ 81,353	10/1/2015	6/30/2017	8/15/2017
PY	2015	Youth	$ 398,097	4/1/2015	6/30/2017	8/15/2017
PY	2015	Adult	$ 33,341	7/1/2015	6/30/2017	8/15/2017
FY	2016	Adult	$ 365,604	10/1/2015	6/30/2017	8/15/2017
PY	2015	DW	$ 132,846	7/1/2015	6/30/2017	8/15/2017
FY	2016	DW	$ 732,179	10/1/2015	6/30/2017	8/15/2017
PY	2015	RR	$ 16,606	7/1/2015	6/30/2017	8/15/2017
FY	2016	RR	$ 91,522	10/1/2015	6/30/2017	8/15/2017
TOTAL			$ 1,954,870	CLOSED		

Funding provided by U.S Department of Labor

Note : The final close out packet for the PY14/FY15 allocation is due to DES on or before 8/01/2017

DI16-002121 A1 A2 A3 A6

PY_FY	Year	Program	Amount	Start Date	End Date	Final Report Submission Deadline
PY	2014	AD ADMIN	$ 5	7/1/2014	5/30/2017	7/15/2017
PY	2014	YT ADMIN	$ 25,174	4/1/2014	5/30/2017	7/15/2017
PY	2014	DW ADMIN	$ 7,782	7/1/2014	6/30/2016	8/15/2016
FY	2015	AD ADMIN	$ 28,030	10/1/2014	5/30/2017	7/15/2017
FY	2015	DW ADMIN	$ 84,132	10/1/2014	6/30/2016	8/15/2016
PY	2014	YOUTH	$ 202,440	4/1/2014	5/30/2017	7/15/2017
PY	2014	ADULT	$ 81	7/1/2014	5/30/2017	7/15/2017
FY	2015	ADULT	$ 20,547	10/1/2014	5/30/2017	7/15/2017
PY	2014	DW	$ 2,878	7/1/2014	5/30/2017	7/15/2017
FY	2015	DW	$ 654,801	10/1/2014	5/30/2017	7/15/2017
PY	2014	RR	$ 21,344	7/1/2014	5/30/2017	7/15/2017
FY	2015	RR	$ 195,935	10/1/2014	5/30/2017	7/15/2017
FY	2015	DW NAT RES	$ 15,219	10/1/2015	12/31/2016	1/30/2017
FY	2015	DW SAS System Bldg	$ 8,120	10/1/2014	5/30/2017	7/15/2017
TOTAL			$ 1,266,488	CLOSED		

Note : The final close out packet for the PY13/FY14 allocation is due to DES on or before 8/01/2017

DI16-002121 A4

PY_FY	Year	Program	Amount	Start Date	End Date	Final Report Submission Deadline
PY	2013	AD ADMIN	$ 1	7/1/2014	6/30/2016	7/15/2016
PY	2013	YT ADMIN	$ 135	4/1/2014	6/30/2016	7/15/2016
FY	2014	AD ADMIN	$ 53	10/1/2014	6/30/2016	7/15/2016
FY	2014	DW ADMIN	$ 245	10/1/2014	6/30/2016	7/15/2016
PY	2013	YOUTH	$ 26,241	4/1/2014	6/30/2016	7/15/2016
PY	2013	ADULT	$ 74	7/1/2014	6/30/2016	7/15/2016
FY	2014	ADULT	$ 1,869	10/1/2014	6/30/2016	7/15/2016
PY	2013	DW	$ 748	7/1/2014	6/30/2016	7/15/2016
FY	2014	DW	$ 9,275	10/1/2014	6/30/2016	7/15/2016
PY	2013	RR	$ 254	7/1/2014	6/30/2016	7/15/2016
FY	2014	RR	$ 3,699	10/1/2014	6/30/2016	7/15/2016
				10/1/2015	12/31/2016	7/15/2016
TOTAL			$42,594.00	CLOSED		

Note : The final close out packet for the PY16/FY17 allocation is due to DES on or before 8/01/2019

DI16-002121 A5

PY/FY	Year	Program	Amount	Begin Date	End Date	Final Expenditure / Cash Report Submission Date
PY	2016	AD Admin	$ 6,041	07/01/16	06/30/18	8/15/2018
PY	2016	YT Admin	$ 46,615	04/01/16	06/30/18	8/15/2018
PY	2016	DW Admin	$ 15,059	07/01/16	06/30/18	8/15/2018
FY	2017	AD Admin	$ 41,402	10/01/16	06/30/18	8/15/2018
FY	2017	DW Admin	$ 80,242	10/01/16	06/30/18	8/15/2018
PY	2016	Youth	$ 419,537	04/01/16	06/30/18	8/15/2018
PY	2016	Adult	$ 54,372	07/01/16	06/30/18	8/15/2018
FY	2017	Adult	$ 372,618	10/01/16	06/30/18	8/15/2018
PY	2016	DW	$ 135,540	07/01/16	06/30/18	8/15/2018
FY	2017	DW	$ 722,178	10/01/16	06/30/18	8/15/2018
PY	2016	RR	$ 18,072	07/01/16	06/30/18	8/15/2018
FY	2017	RR	$ 96,290	10/01/16	06/30/18	8/15/2018
TOTAL			$ 2,007,966			

Funding provided by U.S Department of Labor

Note : The final close out packet for the PY17/FY18 allocation is due to DES on or before 8/01/2020

DI16-002121 A7 & A8

PY/FY	Year	Program	Amount	Begin Date	End Date	Final Expenditure / Cash Report Submission Date
PY	2017	AD Admin	$ 6,353	07/01/17	06/30/19	08/15/19
PY	2017	YT Admin	$ 48,261	04/01/17	06/30/19	08/15/19
PY	2017	DW Admin	$ 12,670	07/01/17	06/30/19	08/15/19
FY	2018	AD Admin	$ 43,546	10/01/17	06/30/19	08/15/19
FY	2018	DW Admin	$ 67,507	10/01/17	06/30/19	08/15/19
PY	2017	Youth	$ 434,359	04/01/17	06/30/19	08/15/19
PY	2017	Adult	$ 57,191	07/01/17	06/30/19	08/15/19
FY	2018	Adult	$ 391,923	10/01/17	06/30/19	08/15/19
PY	2017	DW	$ 114,026	07/01/17	06/30/19	08/15/19
FY	2018	DW	$ 607,556	10/01/17	06/30/19	08/15/19
PY	2017	RR	$ 15,203	07/01/17	06/30/19	08/15/19
FY	2018	RR	$ 81,007	10/01/17	06/30/19	08/15/19
TOTAL			$ 1,879,602			

Public Hearings 18.

Regular Board of Supervisors Meeting **Board of Supervisors**

Meeting Date:	09/11/2018		
Bingo License for Mescal Bar and Grill LLC			
Submitted By:	Arlethe Rios, Board of Supervisors		
Department:	Board of Supervisors		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	1
NAME of PRESENTER:	Arlethe G. Rios	**TITLE of PRESENTER:**	Clerk of the Board
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	5-404.A

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a new license application for a Class A Bingo license submitted by Ms. Kimmi Lammi, located at 70 N. Cherokee Trail, Benson, AZ 85602.

Background:

Ms. Kimmi Lammi, has applied for a Bingo License located at 70 N. Cherokee Trail, Benson, AZ 85602. The Sheriff's Office has no recommendation. Treasurer's Office advised that the property taxes for the parcel in question have been paid in full for the 2017 tax year. The Planning and Zoning Department have no issues with the approval of this license.

The Health Department has no concerns with the granting of this license. This establishment is currently under a permit to operate with this division.

Ms. Lammi has paid the $5.00 processing fee. Supporting documentation regarding this Bingo license is attached.

Department's Next Steps (if approved):

Board staff will forward the Board's decision to the Arizona Department of Revenue (Bingo License Department).

Impact of NOT Approving/Alternatives:

The applicant will not be able to host the event.

To BOS Staff: Document Disposition/Follow-Up:

Send packet to Arizona Department of Revenue (Bingo License Department) and copy of letter w/out attachments to applicant.

Budget Information

Information about available funds

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

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Application

Department Memos

Arizona Form 832 **Endorsement by Local Governing Body** **Bingo**

FOR OFFICIAL USE ONLY PURSUANT TO A.R.S. § 5-404.A

- **License Applicants:** Complete lines 2, 3, and 4. Submit with entire license package to local governing body.
- **Local Governing Body:** Complete and return with license package to the Department of Revenue Bingo Section.

☒ New Application ☐ Change of Location

Date: 08/06/18

License Number:

From (Name of local governing body): KL Mescal Bar and grill LLC

Address (number and street, PO Box): 70 N. Cherokee trail

City: Benson | State: AZ | ZIP Code: 85602

Phone No. (with area code): 520-586-3905

REVENUE USE ONLY. DO NOT MARK IN THIS AREA.
88

81 PM | 80 RCVD

1 This is to certify that on 09/11/2018 a hearing was conducted pursuant to Arizona Revised Statute, Title 5, Chapter 4, in the matter of:
☑ Application for a bingo license by the following applicant.
☐ Application for a bingo license location transfer.

2 Applicant's Name: Kim Lammi

3 Location/Address where games will be conducted: 70 N. Cherokee trail | City: Benson | State: AZ | ZIP Code: 85602

4 Fill in the time on the days games will be played:

SUN	MON	TUE	WED	THUR	FRI	SAT
☐a.m. ☐p.m.	☐a.m. ☒p.m.	☐a.m. ☒p.m.	☐a.m. ☐p.m.	☐a.m. ☒p.m.	☐a.m. ☒p.m.	☐a.m. ☒p.m.
	6	6		6	6	6

5 Background investigations:
☐ have ☐ have not been conducted on all individuals listed in the Bingo License Application.

6 Recommendation for the application: ☐ Approved ☐ Disapproved

7 Specific reasons for disapproval are hereby listed pursuant to A.R.S. § 5-404.1:

This endorsement must be signed by a delegated authority of the local governing body.

PRINTED NAME

SIGNATURE DATE TITLE

Please mail to: Arizona Department of Revenue, PO Box 29019, Phoenix, AZ 85038-9019

ADOR 10326 (1/14)
Previous 71-1002 (4/06)

☎ (602) 716-7801

RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS
2018 SEP -4 P 1:29

Arizona Form 830 — Affidavit — Bingo

This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to Arizona Revised Statutes § 5-404.

Licensee's Name	License Number
KL Mescal Bar and Grill LLC	

Position (check the appropriate boxes):
☒ Manager ☐ Supervisor ☐ Proceed Coordinator ☐ Assistant

REVENUE USE ONLY. DO NOT MARK IN THIS AREA.
88

Affiant's Name		
Kimberly Lammi		
Social Security Number: 473-19-1613	Date of Birth: 11.11.1985	
Address: 18891 E. Miller Ranch Rd.		
City: Vail	State: AZ	ZIP Code: 85641
Home Phone No. (with area code): 218-565-0731	Work Phone No. (with area code): 520-591-4536	

81 PM | 80 RCVD

If licensee is a qualified organization, complete the following section:

Member?	Date Joined Organization
☐ Yes ☐ No	
Officers? ☐ Yes ☐ No	Officer Title
Do you have an affidavit on file for any other licensee? ☐ Yes ☐ No If "Yes", list license number(s):	

I, Kimberly Lammi (AFFIANT'S NAME), the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I have not and shall not receive any reward, compensation or recompense for my participation in the conduct of bingo games except as provided for by law. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

Kimberly Lammi
Signature of Affiant

8/16/18
Date

Please mail to: Arizona Department of Revenue, PO Box 29019, Phoenix, AZ 85038-9019

☎ (602) 716-7801

ADOR 10327 (1/14)
Previous 71-1003 (4/06)

Arizona Form 830 — Affidavit — Bingo

This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to Arizona Revised Statutes § 5-404.

Licensee's Name	License Number
KL Mescal Bar and Grill LLC	

Position (check the appropriate boxes):
☐ Manager ☒ Supervisor ☐ Proceed Coordinator ☐ Assistant

REVENUE USE ONLY. DO NOT MARK IN THIS AREA.
88

Affiant's Name		
Keith Lammi		
Social Security Number: 471-92-5643	Date of Birth: 10.03.1962	
Address: 18891 E. Miller Ranch Rd.		
City: Vail	State: AZ	ZIP Code: 85641
Home Phone No. (with area code): 218-565-0731	Work Phone No. (with area code): 520-586-3905	

81 PM | 80 RCVD

If licensee is a qualified organization, complete the following section:

Member? ☐ Yes ☐ No	Date Joined Organization
Officers? ☐ Yes ☐ No	Officer Title
Do you have an affidavit on file for any other licensee? ☐ Yes ☐ No If "Yes", list license number(s):	

I, Keith Lammi (AFFIANT'S NAME), the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I have not and shall not receive any reward, compensation or recompense for my participation in the conduct of bingo games except as provided for by law. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

Signature of Affiant

8/16/18
Date

Please mail to: Arizona Department of Revenue, PO Box 29019, Phoenix, AZ 85038-9019

☎ (602) 716-7801

ADOR 10327 (1/14)
Previous 71-1003 (4/06)

Arizona Form 830 | **Affidavit** | **Bingo**

This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to Arizona Revised Statutes § 5-404.

Licensee's Name: KL Mescal Bar & Grill	License Number
Position (check the appropriate boxes): ☐ Manager ☐ Supervisor ☒ Proceed Coordinator ☐ Assistant	REVENUE USE ONLY. DO NOT MARK IN THIS AREA. 88
Affiant's Name: Helen M Niesen	
Social Security Number: 523-96 0507 / Date of Birth: 08.15.1966	
Address: 263 N Evans Ave	
City: Benson / State: AZ / ZIP Code: 85602	81 PM / 80 RCVD
Home Phone No. (with area code) / Work Phone No. (with area code): 520 586 3905	

If licensee is a qualified organization, complete the following section:

Member? ☐ Yes ☐ No	Date Joined Organization
Officers? ☐ Yes ☐ No	Officer Title
Do you have an affidavit on file for any other licensee? ☐ Yes ☐ No If "Yes", list license number(s):	

I, Helen M Niesen (AFFIANT'S NAME) the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I have not and shall not receive any reward, compensation or recompense for my participation in the conduct of bingo games except as provided for by law. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

Helen M Niesen
Signature of Affiant

8-10-18
Date

Please mail to: Arizona Department of Revenue, PO Box 29019, Phoenix, AZ 85038-9019

☎ (602) 716-7801

ADOR 10327 (1/14)
Previous 71-1003 (4/06)

Arizona Form 830 — Affidavit — Bingo

This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to Arizona Revised Statutes § 5-404.

Licensee's Name	License Number
KL Mesa Bar and Grill LLC	

Position (check the appropriate boxes):
☐ Manager ☐ Supervisor ☐ Proceed Coordinator ☒ Assistant

REVENUE USE ONLY. DO NOT MARK IN THIS AREA.
88

Affiant's Name		
Marcy Bourough		
Social Security Number	Date of Birth	
Address: 2623 N Elvani Ave		
City: Benson	State: AZ	ZIP Code: 85602
Home Phone No. (with area code)	Work Phone No. (with area code)	

81 PM	80 RCVD

If licensee is a qualified organization, complete the following section:

Member? ☐ Yes ☐ No	Date Joined Organization
Officers? ☐ Yes ☐ No	Officer Title
Do you have an affidavit on file for any other licensee? ☐ Yes ☐ No If "Yes", list license number(s):	

I, Marcy Bourough (AFFIANT'S NAME), the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I have not and shall not receive any reward, compensation or recompense for my participation in the conduct of bingo games except as provided for by law. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

Marcy Bourough
Signature of Affiant

8-10-18
Date

Please mail to: Arizona Department of Revenue, PO Box 29019, Phoenix, AZ 85038-9019

☎ (602) 716-7801

ADOR 10327 (1/14)
Previous 71-1003 (4/06)

Arizona Form 830 — Affidavit — Bingo

This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to Arizona Revised Statutes § 5-404.

Licensee's Name	License Number
KL Mescal Barand Grill LLC	

Position (check the appropriate boxes):
☐ Manager ☐ Supervisor ☐ Proceed Coordinator ☒ Assistant

REVENUE USE ONLY. DO NOT MARK IN THIS AREA.
88

Affiant's Name		
LaTosha A. McGuire		
Social Security Number: 52139 1519	Date of Birth: 02.11.1983.	
Address: 263 N. EVANI		
City: Benson	State: AZ	ZIP Code: 85602.
Home Phone No. (with area code): 520 255.4331	Work Phone No. (with area code): 520 586 8804	

81 PM | 80 RCVD

If licensee is a qualified organization, complete the following section:

Member?	Date Joined Organization
☐ Yes ☒ No	
Officers? ☐ Yes ☒ No	Officer Title
Do you have an affidavit on file for any other licensee? ☐ Yes ☒ No If "Yes", list license number(s):	

I, LaTosha McGuire (AFFIANT'S NAME), the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I have not and shall not receive any reward, compensation or recompense for my participation in the conduct of bingo games except as provided for by law. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

LaTosha McGuire
Signature of Affiant

August 10, 2018
Date

Please mail to: Arizona Department of Revenue, PO Box 29019, Phoenix, AZ 85038-9019

☎ (602) 716-7801

ADOR 10327 (1/14)
Previous 71-1003 (4/06)

Arizona Form 833 — Application for Bingo License

- Type or print in black ink and complete all information requested on this form. If you do not, your application will be returned. All information is subject to verification. If you need more space, attach additional sheets.
- **All bingo licenses expire one year from the date of issue.** To continue conducting bingo games, you must renew your license prior to the expiration date.

1 Applicant's Name: KL mescal Bar and Grill LLC	
2a Mailing Address: 70 N. Cherokee trail	
2b City: Benson	State: AZ ZIP Code: 85602
3a Administrative Office Location:	
3b City:	State: ZIP Code:
4a Name of Contact Person: Kim Lammi	**4b** Telephone No.: 520-586-3905
4c E-mail Address: KLmescalbarandgrill@Gmail.com	**4c** Fax No.:

Falsification of information contained in this application constitutes a Class 6 felony.

REVENUE USE ONLY. DO NOT MARK IN THIS AREA.
88

81 PM	80 RCVD

5 Class B and Class C license applicants only: If applying as a qualified organization, *check one box* to indicate the type of organization:

☐ Charitable ☐ Social ☐ Religious ☐ Veterans
☐ Fraternal ☐ Volunteer Fire Department ☐ Homeowners Association ☐ Nonprofit Ambulance Service

6 Class B and Class C license applicants only applying as a qualified organization, *provide parent or auxiliary information*:

6a Parent Name	**6b** Auxiliary Name
Address – Number and Street, Rural Rt., Apt. No.	Address – Number and Street, Rural Rt., Apt. No.
City State ZIP Code	City State ZIP Code

7 Class B and Class C license applicants only applying as a qualified organization, *provide the date the organization was established in Arizona*: ____

8 Class B and Class C license applicants only applying as a qualified organization, *list the current officers of the organization*:

8a Name	**8b** Name
Title	Title
Address – Number and Street, Rural Rt., Apt. No.	Address – Number and Street, Rural Rt., Apt. No.
City State ZIP Code	City State ZIP Code
8c Name	**8d** Name
Title	Title
Address – Number and Street, Rural Rt., Apt. No.	Address – Number and Street, Rural Rt., Apt. No.
City State ZIP Code	City State ZIP Code

Continued on page 2 →

REVENUE USE ONLY. DO NOT MARK IN THIS AREA.

☐ Approved ☐ Disapproved ☐ Class A License ☐ Class B License ☐ Class C License

Reviewer's Name (please print)	Date	License Number	Effective Date	Expiration Date

Applicant's Name (as shown on page 1)	APPLICATION FOR BINGO LICENSE
KL Mescal Bar and Grill LLC	

9 **Class B and Class C license applicants only:** Bingo checking account information:

Checking Account Number	Bank Name	Bank Branch

10 **Class B and Class C license applicants only:** Bingo interest-bearing account information:

Account Number	Bank Name	Bank Branch

11 **Class B and Class C license applicants only:** List all **officers and/or supervisors** authorized to sign checks from the accounts listed above. If applying as a qualified organization, all **supervisors must be members** of the applicant:

11a Name	**11b** Name
Title	Title
Address – Number and Street, Rural Rt., Apt. No.	Address – Number and Street, Rural Rt., Apt. No.
City State ZIP Code	City State ZIP Code

12 List the name(s) of the **one or two** persons who will serve as managers. If applying as a qualified organization, these persons **must be members** of the applicant. *Each person must submit an affidavit.*

12a Name	**12b** Name
Kim Lammi	
Title	Title
Owner / manager	
Address – Number and Street, Rural Rt., Apt. No.	Address – Number and Street, Rural Rt., Apt. No.
18891 E. Miller ranch Rd.	
City State ZIP Code	City State ZIP Code
Vail AZ 85641	

13 List the name of the **one** person designated as proceeds coordinator. If applying as a qualified organization, this person **must be an officer or director and a member** of the applicant. *Each person must submit an affidavit.*

Name	Address – Number and Street, Rural Rt., Apt. No.
Keith Lammi	18891 E. miller ranch Rd.
Title	City State ZIP Code
Owner / Director	Vail AZ 85641

14 List the name(s) of the person(s) who will serve as supervisor. If applying as a qualified organization, each person **must be a member** of the applicant. *Each person must submit an affidavit.*

14a Name	**14b** Name
Helen Niesen	Marcy Bourrough
Title	Title
Officer	Assistant
Address – Number and Street, Rural Rt., Apt. No.	Address – Number and Street, Rural Rt., Apt. No.
263 N. Evani Ave	263 N. Evani Ave
City State ZIP Code	City State ZIP Code
Benson AZ 85602	Benson AZ 85602
14c Name	**14d** Name
Latosha McGuire	
Title	Title
Assistant	
Address – Number and Street, Rural Rt., Apt. No.	Address – Number and Street, Rural Rt., Apt. No.
263 N. Evani Ave	
City State ZIP Code	City State ZIP Code
Benson AZ 85602	

15 List the name(s) of the person(s) who will serve as assistants. If applying as a qualified organization, each person **must be a member or new member** of the applicant. Except for "Class A" licensees, *each person must submit an affidavit.*

15a Name	**15b** Name
15c Name	**15d** Name
15e Name	**15f** Name
15g Name	**15h** Name

16 Street address of the physical location where bingo will be played:
70 N. Cherokee trail Benson AZ 85602

17 Indicate the time on each respective day that bingo will be played:

SUN	MON	TUE	WED	THUR	FRI	SAT
☐a.m. [redacted] ☒p.m.	☐a.m. 6 ☒p.m.	☐a.m. 6 ☒p.m.	☐a.m. [redacted] ☒p.m.	☐a.m. 6 ☒p.m.	☐a.m. 6 ☒p.m.	☐a.m. 6 ☒p.m.

18 List dates of proposed game cancellation if any:

19 Indicate the type of premises where bingo will be played. *Check one box:*

a ☒ Neither rent nor mortgage will be paid from bingo funds.

b ☐ Rented or leased. *Attach rental affidavit and copy of rental agreement.*

Landlord's Name	Address – Number and Street, Rural Rt., Apt. No.
Telephone Number (with area code)	City State ZIP Code

c ☐ Owned solely by the organization. *Attach copy of mortgage, deed of trust, purchase agreement, escrow agreement, or other related document:*

Holder of Mortgage	Address – Number and Street, Rural Rt., Apt. No.
Telephone Number (with area code)	City State ZIP Code

d ☐ Owned jointly with other organization. *Attach copy of mortgage, deed of trust, purchase agreement, escrow agreement, or other related document:*

1) Holder of Mortgage	Address – Number and Street, Rural Rt., Apt. No.
Telephone Number (with area code)	City State ZIP Code
2) Co-Owner Holder:	Address – Number and Street, Rural Rt., Apt. No.
Telephone Number (with area code)	City State ZIP Code
3) Co-Owner Holder:	Address – Number and Street, Rural Rt., Apt. No.
Telephone Number (with area code)	City State ZIP Code

Continued on page 4 ➔

20 List bingo licensees who are or will be conducting bingo in the same premises as you and those licensees located within 1,000 feet of your premises:

20a Name	**20b** Name
Address -- Number and Street, Rural Rt., Apt. No.	Address – Number and Street, Rural Rt., Apt. No.
City State ZIP Code	City State ZIP Code

21 Expected bingo expenses:

a Mortgage: $ Ø per month

Payable to	Address -- Number and Street, Rural Rt., Apt. No.
Telephone number (with area code)	City State ZIP Code

b Rent: $ Ø per ☐ month ☐ hour ☐ occasion

Payable to	Address -- Number and Street, Rural Rt., Apt. No.
Telephone number (with area code)	City State ZIP Code

c Janitorial Services: $ Ø per ☐ month ☐ hour ☐ occasion

Payable to	Address – Number and Street, Rural Rt., Apt. No.
Telephone number (with area code)	City State ZIP Code

d Accounting Services: $ Ø per ☐ month ☐ hour ☐ occasion

Payable to	Address – Number and Street, Rural Rt., Apt. No.
Telephone number (with area code)	City State ZIP Code

e Security Services: $ Ø per ☐ month ☐ hour ☐ occasion

Payable to	Address – Number and Street, Rural Rt., Apt. No.
Telephone number (with area code)	City State ZIP Code

f Bingo Supplies: $ Ø per _____

Payable to	Address – Number and Street, Rural Rt., Apt. No.
Telephone number (with area code)	City State ZIP Code

Line 21 continues on page 5 ➔

Applicant's Name (as shown on page 1)
KL Mescal Bar and Grill LLC

APPLICATION FOR BINGO LICENSE

21 Expected Bingo Expenses, continued...

g Maximum prize payout per occasion: $ All Fund collected/100% *Attach game schedule that lists individual prize amounts.*

Paid to	Address – Number and Street, Rural Rt., Apt. No.
Telephone number (with area code)	City State ZIP Code

h Utility Expenses:

Electric (payable to)		Address – Number and Street, Rural Rt., Apt. No.
Account Number	Monthly Amount $ 0	City State ZIP Code

Gas (payable to)		Address – Number and Street, Rural Rt., Apt. No.
Account Number	Monthly Amount $ 0	City State ZIP Code

Water (payable to)		Address – Number and Street, Rural Rt., Apt. No.
Account Number	Monthly Amount $ 0	City State ZIP Code

Trash Removal (payable to)		Address – Number and Street, Rural Rt., Apt. No.
Account Number	Monthly Amount $ 0	City State ZIP Code

22 Briefly state the specific projected use of net proceeds from games of bingo:

There are no net proceeds, all Fund collected are payed out in prizes.

I, Kimberly Lammi, under penalty of perjury and upon oath, declare that I am duly authorized to sign and file this application. I hereby swear or confirm that I have read the foregoing application and know the contents thereof and that all information provided has been fully, accurately, and truthfully completed to the best of my knowledge.

Kimberly Lammi 8/16/18 KL Mescal Bar and Grill LLC

APPLICANT'S SIGNATURE DATE TITLE

Please mail to: Arizona Department of Revenue, PO Box 29019, Phoenix, AZ 85038-9019

☎ (602) 716-7801

Cochise Health & Social Services

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

Carrie Langley, RN-BC, MSN, MPH
HEALTH DIRECTOR

MEMORANDUM

Date: August 23, 2018

To: Cochise County Board of Supervisors
Melissa Belasco
Administrative Assistant

From: Michael McGee, Interim Director
Environmental Health Division

Subject: Bingo License Application

The Environmental Division has reviewed the attached documents for an application for bingo license for the following establishment:

Applicant: KL Mescal Bar and Grill LLC
Location: 70 N. Cherokee Trail
Benson, AZ 85602

Parcel #: 124-15-335A

This establishment is currently under a permit to operate with this Division, we have no concerns with granting this license.

Cochise County
Community Development
Development Services
Public Programs...Personal Service
www.cochise.az.gov

MEMORANDUM

Date: August 23, 2018

To: Melissa Belasco, Administrative Assistant

From: Dora Amaya, Planning & Zoning's Office

Subject: Bingo License Application

Development Services has no issue with the approval of the Class A Bingo License for:

Applicant: KL Mescal Bar and Grill LLC
Location: 70 N. Cherokee Trail, Benson, AZ 85602
Parcel #: 124-15-335A

Bisbee Office
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

Mark J. Dannels
Sheriff

Thad J. Smith
Chief Deputy

Office of the Sheriff
Cochise County

To: Melissa Belasco
From: Lieutenant Rich Morales
Subject: Alcohol license request (Bingo license)
Date: 09/06/18

Since August 2007 the Cochise County Sheriff's Office has had to respond to the Mescal Bar and Grill on 23 occasions. 4 of those incidents were for assaults. 2 of the incidents were for Domestic Violence incidents. There was 1 DUI investigation and 1 alcohol offense, where a minor was illegally furnished alcohol.

The Sheriff's Office has no recommendation for the status of their liquor license.

205 N. Judd Drive • Bisbee, AZ 85603 • (520) 432-9505 • FAX (520) 432-3517

COUNTY OF COCHISE
OFFICE OF THE TREASURER AND TAX COLLECTOR

Catherine L. Traywick
Treasurer

Maria C. Pitzlin
Chief Deputy

P.O. Box 1778
Bisbee, AZ 85603

Phone (520)432-8400
Fax (520)432-8438

Email: treasurer@cochise.az.gov

September 6, 2018

To: Cochise County Board of Supervisors
Attn: Melissa Belasco

Re: KL Mescal Bar and Grill LLC
Bingo License

Property taxes on parcel 124-15-335-A2 are paid in full through tax year 2017. There are no county back taxes owing for the parcel which is also considered 70 N Cherokee Trail, located in Benson Az.

Brenda Gojkovich Brewster
Tax Specialist/Supervisor
Cochise County Treasurers Office
bbrewster@cochise.az.gov

Public Hearings 19.

Regular Board of Supervisors Meeting **Board of Supervisors**

Meeting Date:	09/11/2018		
Liquor Store Liquor License Quick Pic Market. Series 9			
Submitted By:	Melissa Belasco, 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:**	
NAME of PRESENTER:	Melissa Belasco	**TITLE of PRESENTER:**	Administrative Assistant
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a Person Transfer/Location Transfer liquor license application for a series #9 (Liquor Store) license submitted by Mr. Sumit Thathi for Quick Pic Market, located at 62 N. Oak Drive, Benson, AZ 85602.

Background:

Mr. Thathi has applied for a series #9 Liquor Store liquor license for Quick Pic Market, located at 62 N. Oak Dr, Benson, AZ 85602. 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.

Mr. Thathi 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

Affidavit of Posting

Department Review Forms

'18 JUN 15 Liq. Lic. PM 2:02

'18 JUN 7 Liq. Dept PM12:42

DLLC USE ONLY

License #	25815
Date Accepted:	7-16-18
CSR:	SG

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

Application for Liquor License
Type or Print with Black Ink

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

SECTION 1 Type of License

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

SECTION 2 Type of Ownership

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

SECTION 3 Type of Privilege

- ☐ 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 (Series of license): SERIES 09, LIQ STORE

2. LICENSE # 09020001

SECTION 4 Applicants

1. Agent's Name: THATHI (Last) SUMIT (First) (Middle)
2. Individual/Owner Name: S&S THATHI, LLC
   (Ownership name for type of ownership checked in section 2)
3. Business Name (Doing Business As-DBA): QUICK PIC MARKET
4. Business Location Address: 62 N OAK DR (Street) BENSON (City) AZ (State) 85602 (Zip Code) COCHISE (County)
   (Do not use PO Box)
5. Mailing Address: 62 N OAK DR (Street) BENSON (City) AZ (State) 85602 (Zip Code)
   (All correspondence will be mailed to this address)
6. Business Phone: (520) 586-2163 Daytime Contact Phone: (520)310-3997
7. Email Address: sthathi1993@gmail.com
8. Is the Business located within the incorporated limits of the above city or town? ☐ Yes ☑ No
   If you checked no, in what City, Town, County or Tribal/Indian Community is this business located? COCHISE County
9. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only) $ 45,000

Department Use Only

Fees:				
200.00			22.00	$ 222.00
Application	Interim Permit	Site Inspection	Finger Prints	Total of All Fees

Individuals requiring ADA accommodations please call (602)542-2999

SECTION 5 Interim Permit

If you intend to operate business while the 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? _____

NOTARY

I **(Print Full Name)** _____ hereby declare that I am the Agent, Current Owner, or Controlling Person on the stated license and location.

Signature: _____ State of _____ County of _____

The foregoing instrument was acknowledged before me this

My Commission Expires on: _____ **Date** _____ **Day** Day of _____ **Month**, _____ **Year**

_____

Signature of Notary

SECTION 6 Background Check

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

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

a) Date Incorporated/Organized: 5/14/2014 State where Incorporated/Organized: ARIZONA

b) AZ Corporation or AZ L.L.C. File No: L19259642 Date authorized to do business in AZ: 5/15/2014

2. List any individual or entity that owns a beneficial interest of 10% or more and/or controls the applicant or licensee. If the applicant is owned by another entity, attach an organizational chart showing the ownership structure. Attach additional sheets as needed. Disclose all controlling persons and members, shareholders or general partners who own a beneficial interest of 10% or more of the applicant or licensee.

Last	First	Middle	Title	%Owned	Mailing Address	City	State	Zip
THATHI	SHAMA		MGR/MEM	81%	4490 N CAMINO SUMO	TUCSON	AZ	85718
THATHI	SUMIT		MGR/MEM	19%	4490 N CAMINO SUMO	TUCSON	AZ	85718

(Attach additional sheet if necessary)

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

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD, AND $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**

3. 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 #

SECTION 9 Person to Person Transfer ARS§4-203(C), (D), (G)
(Bar and Liquor Stores only – Series 06, 07, and 09)

1. License #: ~~09010001~~ 09020001
ST

2. Individual Owner/Agent Name: FISHER (Last) GEORGE (First) CALVIN (Middle)

3. Ownership Name: GEORGE CALVIN FISHER
(Exactly as it appears on the license)

4. Current Business Name: SIERRA VISTA FLOWERS & GIFTS
(Exactly as it appears on the license)

5. Business Location Address: 1400 Fry Blvd (Street) Sierra Vista (City) AZ (State) Cochise (County) 85635 (Zip)

6. Current Daytime Phone: 520-255-1601 Primary Email Address: gedandy12@yahoo.com

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

8. I, (Signature): _____ authorize the transfer of this license to the applicant.

NOTARY

I (Print Full Name) REFER TO ATTACHED BILL OF SALE hereby declare that I am the individual Agent, Owner, Or Controlling Person on the stated license and location.

Signature: _____ State of _____ County of _____
The foregoing instrument was acknowledged before me this

My Commission Expires on: _____ (Date) _____ (Day) Day of _____ (Month), _____ (Year)

_____
Signature of Notary

SECTION 10 Location Transfer– Current Licensee Information ARS§4-203(C), (D), (G)
(Bar and Liquor Stores only – Series 06, 07, and 09)

1.Current Business: Name: SIERRA VISTA FLOWERS & GIFTS

Address: 1400 FRY BLVD, SIERRA VISTA AZ 85635
(exactly as it appears on license)

2.New Business: Name: QUICK PIC MARKET

Address: 62 N OAK DR, BENSON AZ 85602

SECTION 11 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 03
d) Craft Distillery (A.R.S.§4-205.10) Series 18
e) Government license (A.R.S.§4-205.03) Series 05
f) Playing area of a golf course (A.R.S.§4-207 (B)(5))
g) Wholesaler/Distributor Series 04
h) Farm Winery Series 13
I) Producer Series 01

1. Distance to nearest School: 2640' Feet
(If less than one (1) mile, note footage)

Name of School: New West K Charter School

Address: 3225 W Navajo Trail, Benson AZ 85602

2. Distance to nearest Church: 1 mile
(If less than one (1) mile, note footage)

Name of Church: Peace in the Valley Lutheran Church

Address: 551 S J-6 Ranch Rd, Benson AZ 85602

SECTION 12 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 manufacturer, wholesaler, or employee have an interest in your business?

☐ Yes ☑ No If yes, attach explanation.

SECTION 13 Diagram of Premises

Check ALL boxes that apply to your business:

☐ Walk-up or drive-through windows

☐ Patio: Contiguous ☐ Patio: 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? ____/____/_____

2. What type of business will this license be used for? (be Specific) MARKET

3. Please attach a diagram of the premises which clearly shows only the areas where spirituous liquor will be sold, served, consumed, dispensed, possessed or stored. Include entrances, exits, interior walls, bar areas, dining areas, dance floor, stage, game room and kitchen.

DO NOT INCLUDE

Parking lots, living quarters or areas where business is not conducted under this liquor license. Please identify which orientation is North on the diagram.

4.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.

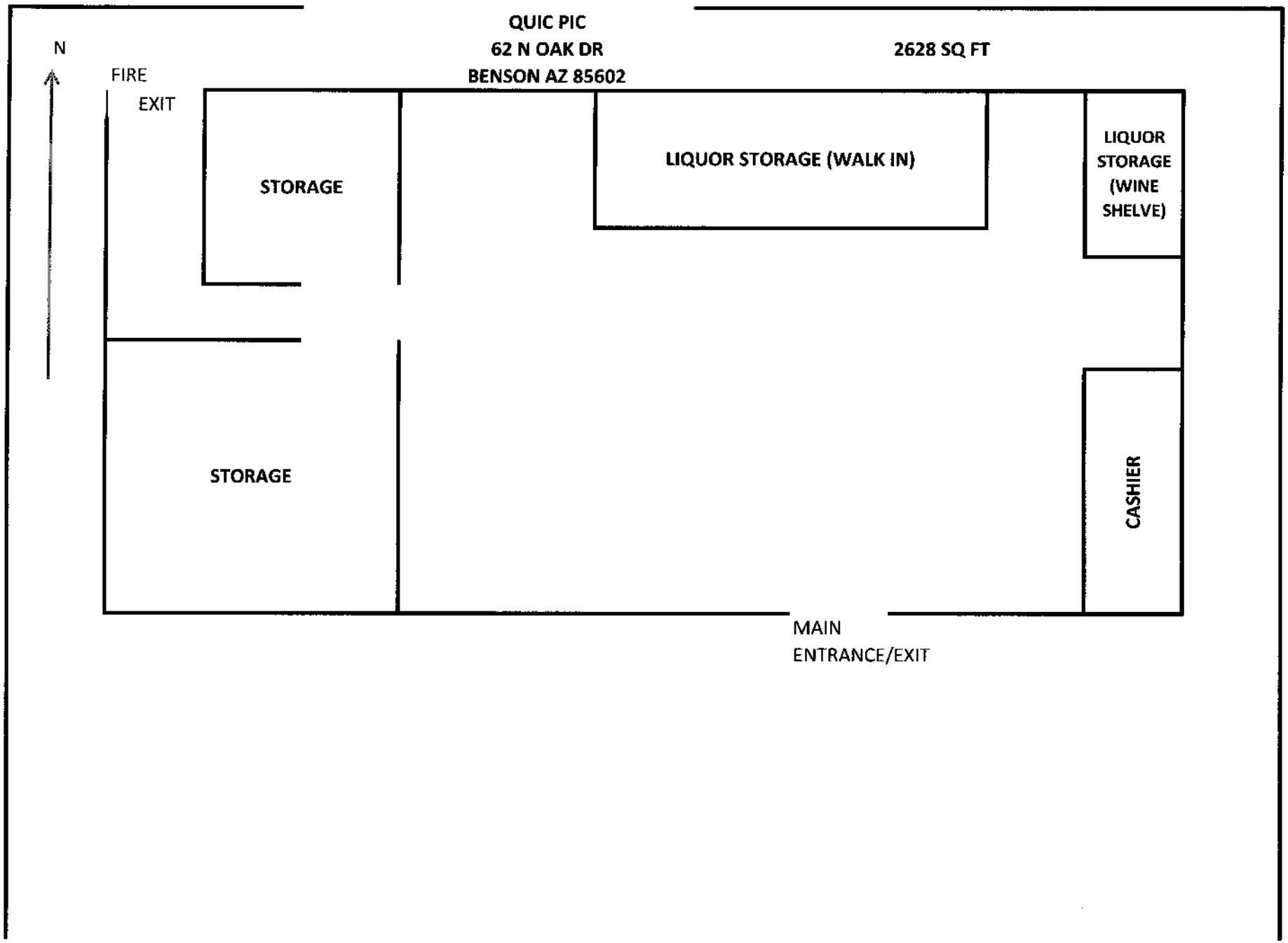
ATTACH DIAGRAM

IMPORTANT NOTE: As stated in A.R.S.§4-207.01 (B), it is the licensee's 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.

RESTAURANTS AND HOTELS/MOTELS ONLY
(IMPORTANT NOTE: A site inspection must be conducted prior to activation of the license. A $50.00 fee for the inspection will be due and payable upon submitting this application.)

5a. 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)

5b. Provide a restaurant operation plan.


QUIC PIC
62 N OAK DR
BENSON AZ 85602
2628 SQ FT
N
FIRE
EXIT
STORAGE
LIQUOR STORAGE (WALK IN)
LIQUOR STORAGE (WINE SHELVE)
STORAGE
CASHIER
MAIN
ENTRANCE/EXIT

SECTION 14 SIGNATURE BLOCK

NOTARY

I (Print Full Name) SUMIT THATHI hereby declare that I am the Individual Agent, Owner, Or Controlling Person on the stated license and location.

Signature: _____ State of ARIZONA County of PIMA

The foregoing instrument was acknowledged before me this

My Commission Expires on: 6-7-2020 Date

8 Day of MAY, 2018

Day Month Year

JASON AMADORI
NOTARY PUBLIC
PIMA COUNTY, ARIZONA
MY COMM. EXPIRES 6-7-2020

_____
Signature of Notary

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.

'18 JUL 16 Liqr. Lic. PM 2 02

'18 JUN 7 Liqr. Dept PM1243

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

804,607

QUESTIONNAIRE

A.R.S.§4-202, 4-210

Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL $13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 09020001

1. **Check the Appropriate Box** →

☑ Controlling Person ☑ Agent	☐ Premises Manager (complete all questions except #12)

2. Name: THATHI (Last) SUMIT (First) _____ (Middle) Birth Date ____/____/____ (NOT a public record)

3. Social Security i. _____ Driver License: _____ State: ARIZONA

4. Place of birth: NEW DELHI (City) INDIA (State) _____ (COUNTRY (not county)) Height: 5'6" Weight: 135 Eyes: BLK Hair: BLK

5. Name of current/most recent spouse: _____ (Last) _____ (First) _____ (Middle) 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: 08/1997

7. Daytime telephone number: 520-310-3997 E-mail address: sthathi1993@gmail.com

8. Business Name: QUICK PIC MARKET Business Phone: 520 / 586 / 2163

9. Business Location Address: 62 N OAK DR (Street (do not use PO Box)) BENSON (City) AZ (State) COCHISE (County) 85602 (Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
02/2012	CURRENT	MARKET	QUICK PIC MARKET, 62 N OAK DR, BENSON AZ 85602

(ATTACH ADDITIONAL SHEET IF NECESSARY)

Individuals requiring ADA accommodations please call (602)542-2999

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

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
04/2010	CURRENT	4490 N CAMINO SUMO, TUCSON AZ 85718

(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 Basic & Management Liquor Law Training Course within the past 3 years? ☑ Yes ☐ No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐ Yes ☑ No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *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 or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐ Yes ☑ No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐ Yes ☑ No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I **(Print Full Name)** SUMIT THATHI hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: _____ State of ARIZONA County of PIMA

The foregoing instrument was acknowledged before me this

My Commission Expires on: 6-7-2020 (Date)

8 (Day) Day of MAY (Month), 2018 (Year)

JASON AMADORI
NOTARY PUBLIC
PIMA COUNTY, ARIZONA
MY COMM. EXPIRES 6-7-2020

_____
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ **SIGNATURE:** _____

'18 JUL 16 Liq. Lic. PM 2:02

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) SUMIT THATHI

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 NEW DELHI State (or equivalent) _____ Country or Territory INDIA

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

2) Name of document: AZ DRIVERS LICENSE
Go to Section IV.

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

SECTION III – ALIEN STATUS DECLARATION

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

_____

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.

SUMIT THATHI
Individual Owner/Agent Printed Name

22 APRIL 2018
Today's Date

Individual Owner/Agent Signature

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

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

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

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


Arizona
DRIVER LICENSE
USA
NOT FOR FEDERAL IDENTIFICATION
9 CLASS D
4d DLN
5a END NONE
12 REST NONE
3 DOB
1 THATHI
2 SUMIT
8 4490 N CAMINO SUMO
TUCSON, AZ 85718-7472
4b EXP 09/13/2058
4a ISS 12/23/2016
15 SEX M
18 EYES BLK
16 HGT 5'-06"
19 HAIR BLK
17 WGT 135 lb

'18 JUL 16 Liq. Lic. PM 2:02

'18 JUN 7 Liq. Dept PM12:43

Certificate #_____

- ☐ On-sale
- ■ Off-sale
- ☐ 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

SUMIT THATHI
Full Name (please print)

Signature

25 MARCH 2017
Training Completion Date

25 MARCH 2020
Certificate Expiration Date
(three years from completion date)

Training Provider Information

Eddie G. Rodriguez, Jr.
Company Name

3120 South Philamena Place, Tuson AZ 85730
Mailing Address

(520) 349-8374
Daytime Contact Phone Number

I, EDDIE G. RODRIGUEZ, JR., 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).

Instructor Signature

25 / 03 / 2017
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.

July 11, 2013

Certificate # _____ '18 JUL 16 Liqr. Lic. PM 2 02 '18 JUN 7 Liqr. Dept PM12:43

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

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

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

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

Student Information

SUMIT THATHI
Full Name (please print)

Signature

25 MAR 2017
Training Completion Date

25 MAR 2020
Certificate Expiration Date
(three years from completion date)

Training Provider Information

Eddie G. Rodriguez, Jr.
Company Name

3120 South Philamena Place, Tucson AZ 85730
Mailing Address

(520) 349-8374
Daytime Contact Phone Number

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

Instructor Signature

25 / 03 / 2017
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.

'18 JUL 16 Liq. Lic. PM 2:02

'18 JUN 7 Liq. Dept PM1243

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

Tp Current
Recd 1/5/18
CA

QUESTIONNAIRE

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

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL $13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 09020001

1. **Check the Appropriate Box** →

☑ **Controlling Person** ☐ **Agent** | ☐ **Premises Manager (complete all questions except #12)**

2. Name: THATHI (Last) SHAMA (First) (Middle) Birth Date: ____/____/____ (NOT a public record)

3. Social Security #: ____ Driver License# ____ State: ARIZONA

4. Place of birth: TUCSON (City) AZ (State) USA (COUNTRY (not county)) Height: 5'6" Weight: 150 Eyes: BRO Hair: BLK

5. Name of current/most recent spouse: ____ (Last) (First) (Middle) 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: 02/1988

7. Daytime telephone number: 520-235-5201 E-mail address: sthathi88@gmail.com

8. Business Name: QUICK PIC MARKET Business Phone: 520 / 586 / 2163

9. Business Location Address: 62 N OAK DR (Street (do not use PO Box)) BENSON (City) AZ (State) COCHISE (County) 85602 (Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
11/2017	CURRENT	ATTORNEY	Dept. of Administration, 100 N. 15th Ave. Phoenix AZ 85007
02/2014	11/2017	CASHIER	QUICK PIC MARKET, 62 N OAK DR, BENSON AZ 85602
05/2005	02/2014	CASHIER	FOOD STORE, 1345 N STONE AVE, TUCSON AZ 85705

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
04/2010	CURRENT	4490 N CAMINO SUMO, TUCSON AZ 85718

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐Yes ☐No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☑No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *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 or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I **(Print Full Name)** SHAMA THATHI hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: _____ State of AZ County of Pima

The foregoing instrument was acknowledged before me this

My Commission Expires on: 02/04/2022 (Date) 14 (Day) Day of May (Month), 2018 (Year)

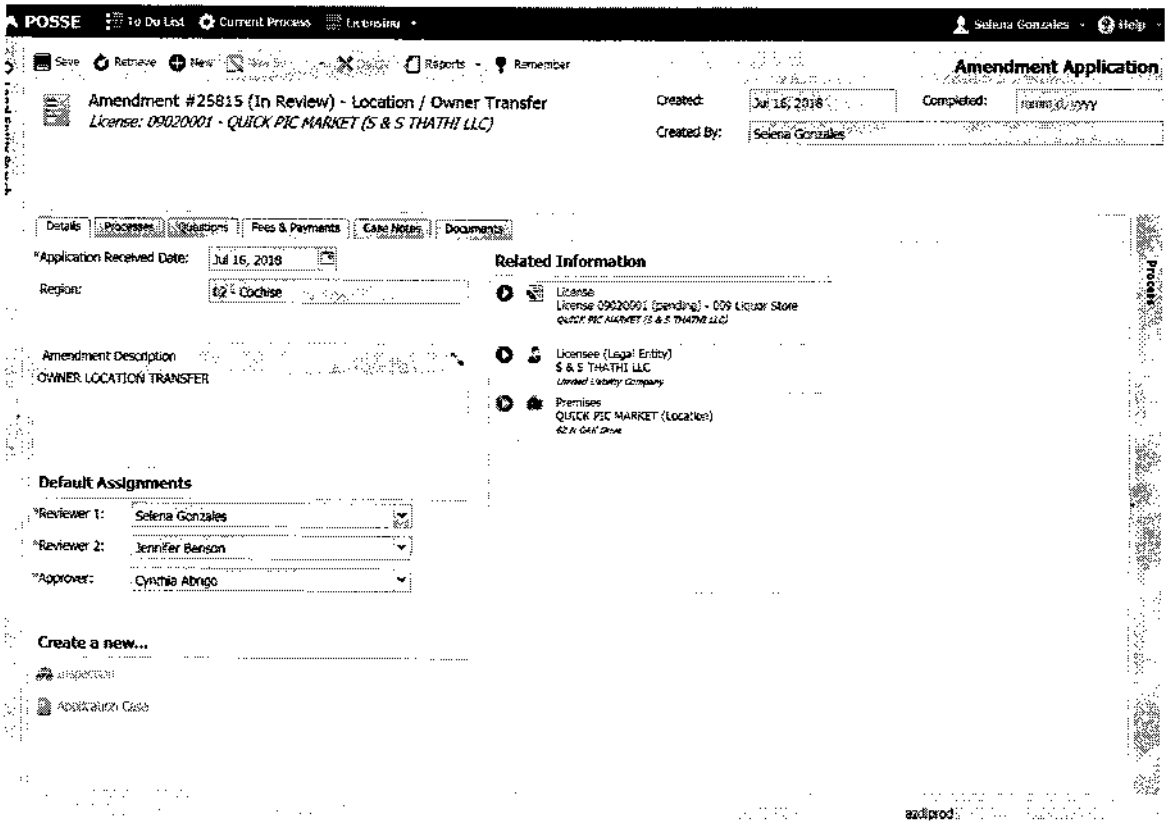
DULCE DIAZ
Notary Public – Arizona
Pima County
My Comm. Expires Feb 4, 2022

Dulce Diaz
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ **SIGNATURE:** _____

Individuals requiring ADA accommodations please call (602)542-2999


POSSE
To Do List
Current Process
Licensing
Selena Gonzales
Help
Save
Retrieve
New
Reports
Remember
Amendment Application
Amendment #25815 (In Review) - Location / Owner Transfer
License: 09020001 - QUICK PIC MARKET (S & S THATHI LLC)
Created:
Jul 16, 2018
Completed:
Created By:
Selena Gonzales
Details
Processes
Questions
Fees & Payments
Case Notes
Documents
*Application Received Date:
Jul 16, 2018
Region:
62 - Cochise
Related Information
License
License 09020001 (pending) - 009 Liquor Store
QUICK PIC MARKET (S & S THATHI LLC)
Licensee (Legal Entity)
S & S THATHI LLC
Limited Liability Company
Premises
QUICK PIC MARKET (Location)
62 N. Colt Drive
Amendment Description
OWNER LOCATION TRANSFER
Default Assignments
*Reviewer 1:
Selena Gonzales
*Reviewer 2:
Jennifer Benson
*Approver:
Cynthia Abrigo
Create a new...
Application Case
Process
adlprod

'18 JUL 16 Liqr. Lic. PM 2 02

BILL OF SALE

'18 JUN 7 Liqr. Dept PM12:42

IN CONSIDERATION OF THE SUM OF:

TEN DOLLARS AND NO CENTSlawful currency of the United States of American, and other valuable consideration, receipt of which is hereby acknowledged, the SELLER: Suresh Kumar Thathi, **a previous member of S&S Thathi, LLC** (recently removed as member of the S&S Thathi, LLC), hereby grants, bargains, sells and transfers unto the BUYER: **S&S Thathi, LLC, an Arizona Limited Liability Company**, and his, her, or their heirs, personal representatives, or assigns, to have and to hold forever, the following described personal property, goods or chattels:

That certain State of Arizona Liquor License **#09020001**

FURTHERMORE, Seller warrants that he, she or they are the lawful owner of said goods and hereby certifies, under oath, that he, she, or they have good right to sell the same as aforesaid, and that the above described property is free and clear of all claims, liens and other encumbrances whatsoever, EXCEPT, as specified herein. Seller further agrees to warrant and defend same against the lawful claims and demands of all persons whomsoever.

DATED: May 29, 2018

Suresh Kumar Thathi

State of **ARIZONA** County of **PIMA**

On May 30th 2018, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Suresh Kumar Thathi, personally known to me (or provided to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in this/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the WITNESS my hand and official seal.

Notary Public

BILLY SASIAIN
NOTARY PUBLIC - ARIZONA
Pima County
My Commission Expires
December 6, 2018

'18 JUL 16 Liqr. Lic. PM 2:02

BILL OF SALE

IN CONSIDERATION OF THE SUM OF:

TEN DOLLARS AND NO CENTSlawful currency of the United States of American, and other valuable consideration, receipt of which is hereby acknowledged, the SELLER: S&S Thathi, LLC , hereby grants, bargains, sells and transfers unto the BUYER: Suresh Kumar Thathi, and his, her, or their heirs, personal representatives, or assigns, to have and to hold forever, the following described personal property, goods or chattels:

That certain State of Arizona Liquor License #09020001

FURTHERMORE, Seller warrants that he, she or they are the lawful owner of said goods and hereby certifies, under oath, that he, she, or they have good right to sell the same as aforesaid, and that the above described property is free and clear of all claims, liens and other encumbrances whatsoever, EXCEPT, as specified herein. Seller further agrees to warrant and defend same against the lawful claims and demands of all persons whomsoever.

DATED: 30 OCT 2017

Sumit Thathi, Mem/Mgr
S&S Thathi LLC

Shama Thathi, Mem/Mgr
S&S Thathi LLC

State of **ARIZONA** County of **PIMA**

On July 16 2018 ~~2017~~, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Shama Thathi and Sumit Thathi personally known to me (or provided to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in this/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the WITNESS my hand and official seal.

Notary Public

JENNIFER WARDELL
NOTARY PUBLIC
MARICOPA COUNTY, ARIZONA
COMM. EXP. 10-09-2020

'18 JUL 16 Liqr. Lic. PM 2:02

Bill of Sale

IN CONSIDERATION OF THE SUM OF:

TEN DOLLARS AND NO CENTSlawful currency of the United States of America, and other valuable consideration, receipt of which is hereby acknowledged, the SELLER:
George Calvin Fisher, a married man dealing with his sole and separate property, hereby grants, bargains, sells and transfers unto the BUYER:
S&S Thathi, LLC, an Arizona Limited Liability Company, and his, her or their heirs, personal representatives, or assigns, to have and to hold forever, the following described personal property, goods or chattels:

That certain State of Arizona Liquor License **#09020001**

FURTHERMORE, Seller warrants that he, she or they are the lawful owner of said goods and hereby certifies, under oath, that he, she or they have good right to sell the same as aforesaid, and that the above described property is free and clear of all claims, liens and other encumbrances whatsoever, EXCEPT, as specified herein. Seller further agrees to warrant and defend same against the lawful claims and demands of all persons whomsoever.

DATED: **October 3, 2017**

George Calvin Fisher

State of **ARIZONA** }ss:
County of **MARICOPA**

On October 3, 2017, before me, the undersigned, a Notary Public in and for said County and State, personally appeared George Calvin Fisher, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Notary Public

OFFICIAL SEAL
AMY BOEHNKE
NOTARY PUBLIC - STATE OF ARIZONA
MARICOPA COUNTY
My Comm. Expires July 30, 2020

Escrow No.: **00176411**

BILSCASH

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES AND CONTROL

LOST

ALCOHOLIC BEVERAGE LICENSE

License 09020001

Issue Date: 7/16/2018

Expiration Date: 6/30/2019

Issued To:
GEORGE CALVIN FISHER, Owner

Location:
SIERRA VISTA FLOWERS & GIFTS
1400 FRY BOULEVARD
SIERRA VISTA, AZ 85635
USA

Mailing Address:
GEORGE CALVIN FISHER
SIERRA VISTA FLOWERS & GIFTS
1400 FRY BOULEVARD
SIERRA VISTA, AZ 85635
USA

INACTIVE

EXP 6/30/2019

POST THIS LICENSE IN A CONSPICUOUS PLACE

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

AFFIDAVIT OF POSTING

Date of Posting: 7-31-18 Date of Posting Removal: 8-21-18

Applicant's Name: Thati (Last) Sumit (First) (Middle)

Business Address: 62 N. Oak Dr. (Street) Benson (City) 85602 (Zip)

License #: n/a

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.

CHRIS SAYLOR	code compliance officer	520 803 3963
Print Name of City/County Official	Title	Phone Number

Chris Saylor — Signature

8/21/2018 — 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.

Individuals requiring ADA accommodations please call (602)542-9027


NOTICE
APPLICATION TO SELL ALCOHOLIC BEV
DATE POSTED
NOTICE
ATM
CASH MACHINE
NATIVE
ALL NATURAL ADDITIVE FREE
OCB
TOP
We Card
Wildhorse
CLASS A CIGARETTES
649
NEW LOOK
SAME GREAT TASTE!
LONGHORN
LONGHORN
$
WARNING. This product can
and tooth loss.
08/21/2018


NOTICE
NOTICE
ATM
CASH
NATIVE
ALL NATURAL ADDITIVE FREE
EAGLE
OCB
TOP
WARNING
We Card
Wildhorse
Wildhorse
CLASS A CIGARETTES
649
LONGHORN
07/31/2018

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: Tuesday July 31, 2018

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

Cochise County Board of Supervisors

PLACE 1415 Melody Ln. Bldg G. Bisbee **DATE/TIME** August 28, 2018

HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: 520-432-9200

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE

STATE LIQUOR BOARD: **800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007 (602) 542-9789**

INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL - LOCAL GOVERNING BODY: 520-432-9200 STATE LIQUOR DEPT: (602) 542-9789

POST ONE COPY OF THE APPLICATION FORM BELOW THIS NOTICE.

COCHISE COUNTY BOARD OF SUPERVISORS

Telephone (520) 432-9200
Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name:	Sumit Thathi	Address:	62 N. Oak Dr.
Business Name:	Quick Pic Market	City/Zip:	Benson 85602
Liquor License #:	n/a	Parcel #:	124-15-751
Ownership Type:	Limited Liability Co.	Liquor License ☒	Special Event Liquor License ☐
Partner(s):			

TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

1. There have been a significant number of incidents at the named location within five (5) years prior to the application.

If so, please attach pertinent documentation.

Comments: The Sheriff's Office has not had to respond to a significant amount 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	Disapproval	No Recommendation
	☐	☐	☒

Name:	Richard Morales	Title:	Lieutenant
Signature:		Date:	08/10/18
Contact phone:	(520) 353-5087	Email:	RDMorales@cochise.az.gov

Return completed form with any attachments by: 8/10/2018

COCHISE COUNTY BOARD OF SUPERVISORS

Telephone (520) 432-9200
Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name:	Sumit Thathi	Address:	62 N. Oak Dr.
Business Name:	Quick Pic Market	City/Zip:	Benson 85602
Liquor License #:	n/a	Parcel #:	124-15-751
Ownership Type:	Limited Liability Co.	Liquor License ☒	Special Event Liquor License ☐
Partner(s):			

TO BE COMPLETED BY THE ENVIRONMENTAL HEALTH DEPARTMENT

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

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

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

X 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:	7/27/18
Contact phone:	520-586-8206	Email:	mmcgee@cochise.az.gov

Return completed form with any attachments by: 8/10/2018

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:	Sumit Thathi	Address:	62 N. Oak Dr.
Business Name:	Quick Pic Market	City/Zip:	Benson 85602
Liquor License #:	n/a	Parcel #:	124-15-751
Ownership Type:	Limited Liability Co.	Liquor License ☒	Special Event Liquor License ☐
Partner(s):			

TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

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

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

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

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

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

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning?	Y ☒ N ☐	Zoning:	GB – General Business
Use permitted by P&Z?	Y ☒ N ☐	Permit#:	Unable to locate original file.
Date Permit Issued:	1987	Use Permitted:	Convenience Store
If use not permitted, is it LNC?	Y ☐ N ☒	Year LNC Established:	N/A

☐ The Planning Department will notify the applicant that if any construction is proposed, a Non-Residential Permit must first be submitted and approved by this Department, or if there is a lapse of 12 months of non-operation of the business, a Non-Residential Permit will be required to re-establish the use from this Department.

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

☐ The Planning Department is currently working with the property owner on several zoning-related issues with the subject property.

☐ The Planning Department is currently working with the property owner on obtaining the proper permits to operate the business.

Name:	Dora V Amaya	Title:	Zoning Administrator
Signature:	Dora V Amaya	Date:	August 1, 2018
Contact phone:	520.803.3966	Email:	damaya@cochise.az.gov

Return completed form with any attachments by: 8/10/2018

COCHISE COUNTY BOARD OF SUPERVISORS

Telephone (520) 432-9200
Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name:	Sumit Thathi	Address:	62 N. Oak Dr.
Business Name:	Quick Pic Market	City/Zip:	Benson 85602
Liquor License #:	n/a	Parcel #:	124-15-751
Ownership Type:	Limited Liability Co.	Liquor License ☒	Special Event Liquor License ☐
Partner(s):			

TO BE COMPLETED BY THE TREASURER'S OFFICE

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

XXX☐ Yes ☐ No

If not, please attach pertinent documentation.

Comments:

Name:	KATHLEEN WILSON	Title:	
Signature:	KATHLEEN WILSON	Date:	7/27/2018
Contact phone:	520-432-8404`	Email:	KWILSON@COCHISE.AZ.GOV

Return completed form with any attachments by: 8/10/2018

Public Hearings 20.

Regular Board of Supervisors Meeting **Board of Supervisors**

Meeting Date:	09/11/2018		
Quick Pic Market series #10 Acquisition of Control (Beer & Wine Store) Liquor License			
Submitted By:	Melissa Belasco, 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:**	
NAME of PRESENTER:	Melissa Belasco	**TITLE of PRESENTER:**	Administrative Assistant
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a series #10 (beer & wine) Acquisition of Control liquor license application submitted by Mr. Sumit Thathi, for Quick Pic Market, located at 62 N. Oak Drive, Benson, AZ 85602.

Background:

Mr. Sumit Thathi, has applied for an Acquisition of Control (Beer & Wine Store), located at 62 N. Oak Dr., Benson, AZ 85602. The Sheriff's Office has no recommendation. Treasurer's Office advised that the property taxes for the parcel in question have been paid in full for the 2017 tax year. 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 he/she will be required to obtain the proper permits before operating the business.

Mr. Sumit Thathi has paid the $100.00 processing fee. Supporting documentation regarding this liquor license is attached.

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

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

Budget Information

Information about available funds

Budgeted: ◯	**Funds Available:** ◯	**Amount Available:**
Unbudgeted: ◯	**Funds NOT Available:** ◯	**Amendment:** ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Application

Affidavit of Posting

Department Review Forms

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

'18 JUL 16 Liq. Lic. PM 2:03

QUESTIONNAIRE

A.R.S.§4-202, 4-210

Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL $13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 10023143

1. **Check the Appropriate Box** →

☑ Controlling Person ☑ Agent	☐ Premises Manager (complete all questions except #12)

2. Name: THATHI (Last) SUMIT (First) _____ (Middle) Birth Date: ____/____/____ (NOT a public record)

3. Social Security #: _____ Driver License#: _____ State: ARIZONA

4. Place of birth: NEW DELHI (City) INDIA (State) _____ (COUNTRY (not county)) Height: 5'6" Weight: 135 Eyes: BLK Hair: BLK

5. Name of current/most recent spouse: _____ (Last) _____ (First) _____ (Middle) 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: 08/1997

7. Daytime telephone number: 520-310-3997 E-mail address: sthathi1993@gmail.com

8. Business Name: QUICK PIC MARKET Business Phone: 520 / 586 / 2163

9. Business Location Address: 62 N OAK DR (Street (do not use PO Box)) BENSON (City) AZ (State) COCHISE (County) 85602 (Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
02/2012	CURRENT	CASHIER	QUICK PIC MARKET, 62 N OAK DR, BENSON AZ 85602

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
04/2010	CURRENT	4490 N CAMINO SUMO, TUCSON AZ 85718

(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 Basic & Management Liquor Law Training Course within the past 3 years? ☑ Yes ☐ No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐ Yes ☑ No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *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 or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐ Yes ☑ No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐ Yes ☑ No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I **(Print Full Name)** SUMIT THATHI hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: _____ State of ARIZONA County of _____

The foregoing instrument was acknowledged before me this

My Commission Expires on: 04/02/2021 (Date) 27 (Day) Day of June (Month) 2018 (Year)

Clinton J. Farnsworth
Notary Public
Pima County, Arizona
My Comm. Exp. 04-02-2021

_____
Signature of Notary

~~**The Licensee has authorized the person named on this questionnaire to act as manager for the above License.**~~

PRINT NAME: _____ **SIGNATURE:** _____

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

18 JUL 16 Liq. Lic. PM 2:03

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) SUMIT THATHI

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 NEW DELHI State (or equivalent) _____ Country or Territory INDIA

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

2) Name of document: AZ DRIVERS LICENSE
Go to Section IV.

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

SECTION III – ALIEN STATUS DECLARATION

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

_____

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.

SUMIT THATHI
Individual Owner/Agent Printed Name

24 JUN 2018
Today's Date

Individual Owner/Agent Signature

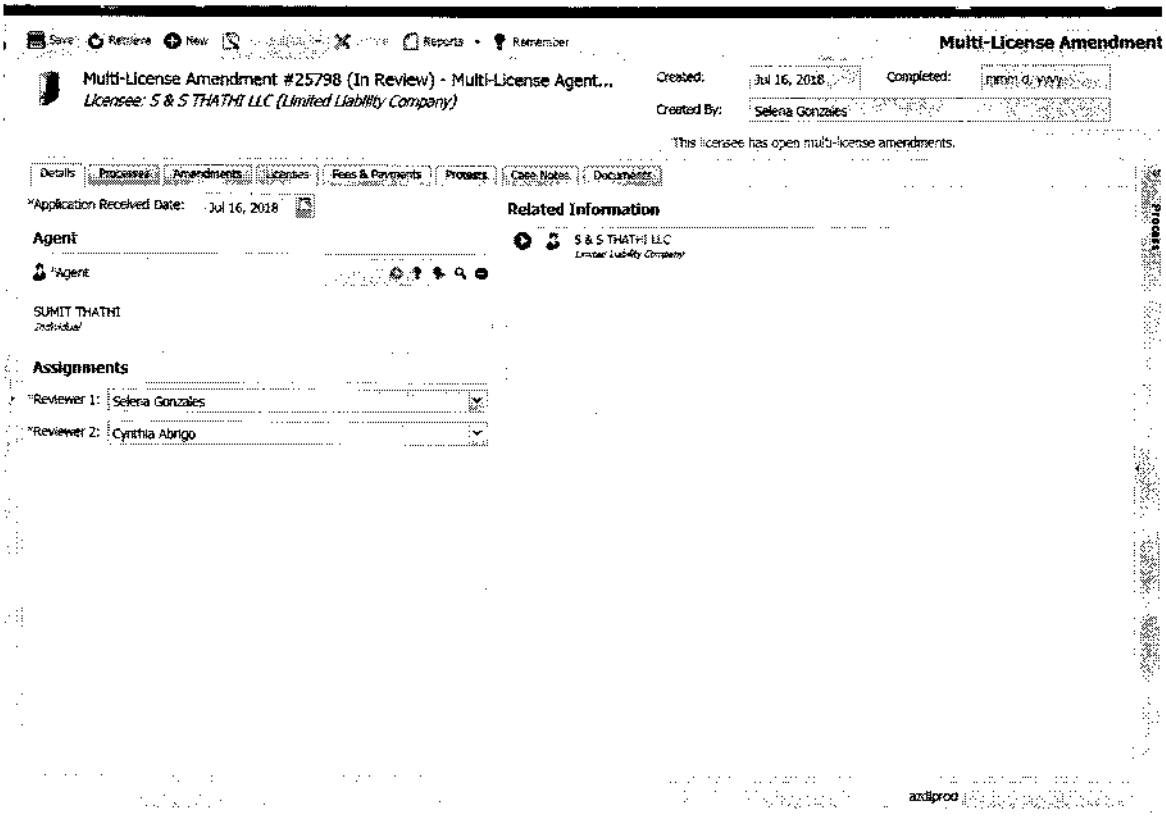
EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

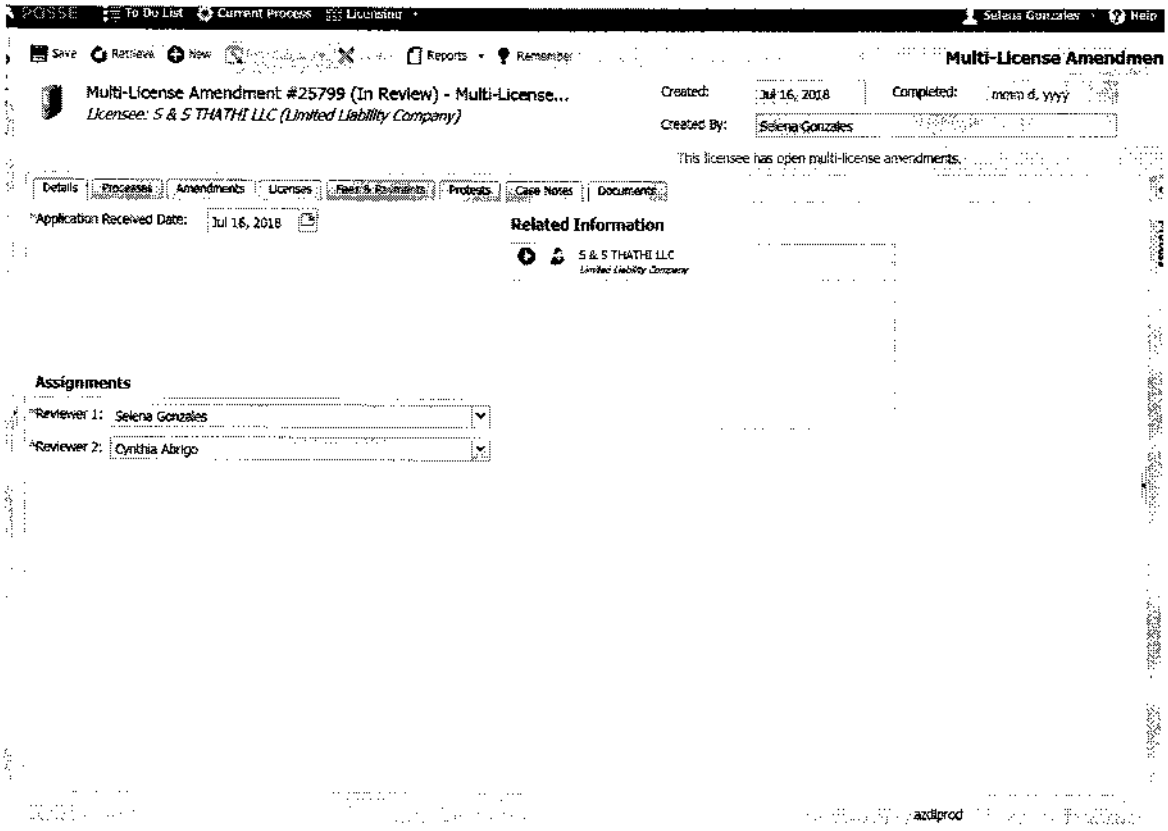
You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

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

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


Arizona
DRIVER LICENSE
USA
NOT FOR FEDERAL IDENTIFICATION
9 CLASS D
9a END NONE
12 REST NONE
4d DLN
3 DOB
1 THATHI
2 SUMIT
8 4490 N CAMINO SUMO
TUCSON, AZ 85718-7472
4b EXP 09/13/2058
4a ISS 12/23/2016
15 SEX M
16 HGT 5'-06"
17 WGT 135 lb
18 EYES BLK
19 HAIR BLK


Save
Retrieve
New
Reports
Remember
Multi-License Amendment
Multi-License Amendment #25798 (In Review) - Multi-License Agent...
Licensee: S & S THATHI LLC (Limited Liability Company)
Created: Jul 16, 2018
Completed: mmm d, yyyy
Created By: Selena Gonzales
This licensee has open multi-license amendments.
Details
Processes
Amendments
Licenses
Fees & Payments
Process
Case Notes
Documents
*Application Received Date: Jul 16, 2018
Agent
*Agent
SUMIT THATHI
Individual
Assignments
*Reviewer 1: Selena Gonzales
*Reviewer 2: Cynthia Abrigo
Related Information
S & S THATHI LLC
Limited Liability Company
azdlprod


To Do List
Current Process
Licensing
Selena Gonzales
Help
Save
Retrieve
New
Reports
Remember
Multi-License Amendmen
Multi-License Amendment #25799 (In Review) - Multi-License...
Licensee: S & S THATHI LLC (Limited Liability Company)
Created:
Jul 16, 2018
Completed:
mmm d, yyyy
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Fees & Payments
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Jul 16, 2018
Related Information
S & S THATHI LLC
Limited Liability Company
Assignments
*Reviewer 1:
Selena Gonzales
*Reviewer 2:
Cynthia Abrigo
azdlprod

'18 JUL 16 Liqr. Lic. PM 2:02

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

DLLC USE ONLY	
Date Processed:	7-16-18
CSR:	SG
60th Day:	9-13-18

Job #25803 Agent
Job #25801 AOC

APPLICATION FOR AGENT CHANGE – ACQUISITION OF CONTROL – RESTRUCTURE

NOTE: 1) The fee for an agent change MUST be submitted with this application: $100.00 for the first application and $50.00 for each additional application, not to exceed $1,000.00. (A.R.S. 4-209.H) NOTE 2) the $100.00 fee for restructure/acquisition of control MUST be submitted with this application. (A.R.S. 4-209.A)

SECTION 1

Check the appropriate boxes	☑ Agent Change Complete Sections 1,2,3,4,5 & 7	☑ Acquisition of Control Complete Sections 1,2, 3 & 7	☐ Restructure Complete Sections 1,2,3,6 & 7

SECTION 2 **(COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)**

1. Name: THATHI (Last) SUMIT (First) (Middle) 10023143 (Liquor License #)
   (EXISTING AGENT OR NEW AGENT)
2. Owner Name: S&S THATHI, LLC (Exactly as it appears on Liquor License) Corp File #: L19259642 (If applicable)
3. Business Name: QUICK PIC MARKET (Exactly as it appears on Liquor License) Email: sthathi1993@gmail.com
4. Business Location Address: 62 N OAK DR (Do not use P.O. Box Number) BENSON (City) COCHISE (COUNTY) 85602 (Zip)
5. Is the Business located within the incorporated limits of the above City or Town? ☐ Yes ☑ No
6. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? ☑ Yes ☒ No If Yes, what City, Town or Tribal Reservation is this Business located in: ~~COCHISE~~
7. Mailing Address: 62 N OAK DR BENSON (City) ~~AZ~~ ~~COCHISE~~ (State) 85602 (Zip)
8. Business Phone: (520) 586-2163 Daytime Contact Phone ~~(520) 940-4000~~ 520-310-3993
9. Does this transaction involve the sale of any portion of the percentage of ownership or corporate stock? ☒ Yes ☐ No If yes, submit a certified copy of minutes.
10. Has there been any change of Controlling Persons? ☒ Yes ☐ No if yes, submit a copy of the minutes, amended articles of organization and/or amended operating agreement showing change

SECTION 3 **(COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)**

Each new person listed in section III must submit a questionnaire (form LIC0101) and a Department approved fingerprint card which may be obtained at the Department of Liquor. A Controlling Person already disclosed to the Department is not required to submit a questionnaire.

1. List all Controlling Persons to be disclosed, current and new.

New	Last	First	Middle	Title	Address	City	State	Zip
☐	THATHI	SHAMA	MEM/MGR	~~81%~~	4490 N CAMINO SUMO	TUCSON	AZ	85718
☒	THATHI	SUMIT	MEM/MGR	~~19%~~	4490 N CAMINO SUMO	TUCSON	AZ	85718
☐								
☐								

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

2. List stockholders, percentage owners and/or Controlling Members owning 10% or more

New	Last	First	Middle	% Owned	Address	City	State	Zip
☐	THATHI	SHAMA		81%	4490 N CAMINO SUMO	TUCSON	AZ	85718
☒	THATHI	SUMIT		19%	4490 N CAMINO SUMO	TUCSON	AZ	85718
☐								
☐								

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

If the ownership is owned by another entity, ATTACH AN OWNERSHIP FLOWCHART SHOWING THE OFFICERS, MEMBERS, CONTROLLING PERSON AND 10% OR MORE OWNERS FOR THE ENTITIES. Attach additional sheets as necessary in order to disclose all persons.

SECTION 4 **(COMPLETE THIS SECTION FOR AGENT CHANGE)**

1. As an Agent, will you be physically present and operating the licensed premise? ☑ Yes ☐ No

If you answered YES, you must provide a copy of your Basic and Management Training Certificate obtained from a Department approved Liquor Law training provider BEFORE YOUR APPLICATION FOR AGENT ACQUISITION OF CONTROL OR RESTRUCTURE CAN BE SUBMITTED. If you answered NO, go to question 2.

2. Is there a current Manager at this license premises disclosed to the Department with the current Basic and Management Training Certificate? ☐ Yes ☑ No

If yes, Name of current Manager: _____ (Last) _____ (First) _____ (Middle)

Basic Training ☐ Yes ☐ No **Management Training** ☐ Yes ☐ No

If "NO" for 1 and 2, a Manager with a current Basic and Management Training Certificate obtained from a Department approved Liquor Law training provider must be submitted within 30 days after filing the application for Agent Change, Acquisition of Control or Restructure.

SECTION 5 **(COMPLETE THIS SECTION FOR AGENT CHANGE)**

To be completed by the INDIVIDUAL OR EXISTING AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER:

1. License # 10023143

2. Current Agent Name: THATHI (Last) SURESH (First) KUMAR (Middle)
(Exactly as it appears on license)

I, **(Print full name)** SURESH KUMAR THATHI, hereby consent to the appointment of Agent for this license. I agree to immediately assign a new Agent in the event that I am unable to discharge the duties of Agent for this license. I have not been convicted of a felony in the last five (5) years.

X _____ State of ARIZONA County of PIMA
(Controlling Person/Existing Agent) The foregoing instrument was acknowledged before me this

My commission expires on: 04/02/2021 Clinton J. Farnsworth 27 of JUNE 2018
Notary Public (Day) (Month) (Year)
Pima County, Arizona
My Comm. Exp. 04-02-2021 Signature of NOTARY PUBLIC

SECTION 6 **(COMPLETE THIS SECTION FOR RESTRUCTURE)**

Is there more than one licensed premises involved? ☐ YES ☐ NO

If YES, **SEPARATE APPLICATIONS** must be filed and fees paid for each license/location.

Type of current ownership:	**Type of new ownership:**
☐ J.T.W.R.O.S.	☐ J.T.W.R.O.S.
☐ INDIVIDUAL	☐ INDIVIDUAL
☐ PARTNERSHIP	☐ PARTNERSHIP
☐ CORPORATION	☐ CORPORATION
☐ LIMITED LIABILITY CO.	☐ LIMITED LIABILITY CO.
☐ MANAGEMENT CO.	☐ MANAGEMENT CO.
☐ TRIBE	☐ TRIBE
☐ TRUST	☐ TRUST
☐ OTHER **(Explain)** _____	☐ OTHER **(Explain)** _____

SECTION 7 **(COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)**

To be completed by Controlling Person or existing Agent (if no agent changes) OR NEW Agent if applying for Agent change as listed in Section 2 Question 1.

I, **(Print full name)** SUMIT THATHI, hereby declare that I am the APPLICANT filing this application. I have read the application and the contents and all statements are true, correct and complete.

X _____ State of ARIZONA County of PIMA
(Controlling Person/Existing Agent) The foregoing instrument was acknowledged before me this

My commission expires on: 04/02/2021 27 of JUNE 2018
(Day) (Month) (Year)

Clinton J. Farnsworth
Notary Public
Pima County, Arizona
My Comm. Exp. 04-02-2021

Signature of NOTARY PUBLIC

Individuals requiring ADA accommodations please call (602)542-9027

Certificate #_____

☐ On-sale
■ Off-sale
☐ 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

SUMIT THATHI
Full Name (please print)

Signature

25 MARCH 2017
Training Completion Date

25 MARCH 2020
Certificate Expiration Date
(three years from completion date)

Training Provider Information

Eddie G. Rodriguez, Jr.
Company Name

3120 South Philamena Place, Tuson AZ 85730
Mailing Address

(520) 349-8374
Daytime Contact Phone Number

I, EDDIE G. RODRIGUEZ, JR., 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).
Instructor Name (please print)

Instructor Signature

25 / 03 / 2017
Day Mo Year

'18 JUL 16 AM 8:03 LIC

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.

July 11, 2013

Certificate #_____

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

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

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

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

Student Information

SUMIT THATHI
Full Name (please print)

Signature

25 MAR 2017
Training Completion Date

25 MAR 2020
Certificate Expiration Date
(three years from completion date)

'18 JUL 16 Liq. Lic. AM 2:03

Training Provider Information

Eddie G. Rodriguez, Jr.
Company Name

3120 South Philamena Place, Tucson AZ 85730
Mailing Address

(520) 349-8374
Daytime Contact Phone Number

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

Instructor Signature

25 / 03 / 2017
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

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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.

July 15, 2018

'18 JUL 16 Liqr. Lic. PM 2 03

TO: AZ DEPARTMENT OF LIQUOR

SUBJECT: REMOVAL OF AGENT/CONTROLLING PERSON
SURESH KUMAR THATHI
LICENSE # 10023143

FROM: S&S THATHI LLC

S&S THATHI LLC WAS AMENDED REMOVING SURESH KUMAR THATHI AS MANGER/MEMBER. REQUEST THE AZ DEPARTMENT OF LIQUOR REMOVE HIM AS AGENT AND CONTROLLING PERSON OF LIQUOR LICENSE 10023143, QUICK PIC MARKET, 62 N OAK DR, TUCSON AZ 85602. Suresh Kumar Thathi, Manager/member 19% ownership is being replaced with Sumit Thathi, Manager Member 19% ownership in S&S Thathi LLC. AGENT CHANGE/ACQUISTION OF CONTROL IS INCLUDED IN THIS PACKAGE.

THANK YOU

7/15/18

SURESH KUMAR THATHI

7-15-18

SUMIT THATHI
MEM/MGR S&S THATHI LLC

7/15/18

SHAMA THATHI
MEM/MGR S&S THATHI LLC

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

AFFIDAVIT OF POSTING

Date of Posting: 7-31-18 Date of Posting Removal: 8-21-18

Applicant's Name: Thati (Last) Sumit (First) (Middle)

Business Address: 62 N. Oak Dr. (Street) Benson (City) 85602 (Zip)

License #: n/a

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.

CHRIS SAYLOR (Print Name of City/County Official) | CODE compliance OFFICER (Title) | 520 803 3963 (Phone Number)

Signature | 8/21/2018 (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.

Individuals requiring ADA accommodations please call (602)542-9027


NOTICE
APPLICATION TO SELL ALCOHOLIC BEV
DATE POSTED
NOTICE
ATM
CASH MACHINE
NATIVE
ALL NATURAL ADDITIVE FREE
OCB
TOP
We Card
Wildhorse
CLASS A CIGARETTES
649
NEW LOOK
SAME GREAT TASTE!
LONGHORN
LONGHORN
$
WARNING. This product can
and tooth loss.
08/21/2018


NOTICE
NOTICE
ATM
CASH
NATIVE
ALL NATURAL ADDITIVE FREE
EAGLE
OCB
TOP
WARNING
We Card
Wildhorse
Wildhorse
CLASS A CIGARETTES
649
LONGHORN
07/31/2018

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: Tuesday July 31, 2018

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

Cochise County Board of Supervisors

PLACE 1415 Melody Ln. Bldg G. Bisbee **DATE/TIME** August 28, 2018

HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: 520-432-9200

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE

STATE LIQUOR BOARD: **800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007 (602) 542-9789**

INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL - LOCAL GOVERNING BODY: 520-432-9200 STATE LIQUOR DEPT: (602) 542-9789

POST ONE COPY OF THE APPLICATION FORM BELOW THIS NOTICE.

COCHISE COUNTY BOARD OF SUPERVISORS

Telephone (520) 432-9200
Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name:	Sumit Thathi	Address:	62 N. Oak Dr.
Business Name:	Quick Pic Market	City/Zip:	Benson 85602
Liquor License #:	n/a	Parcel #:	124-15-751
Ownership Type:	Limited Liability Co.	Liquor License ☒	Special Event Liquor License ☐
Partner(s):			

TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

1. There have been a significant number of incidents at the named location within five (5) years prior to the application.

If so, please attach pertinent documentation.

Comments: The Sheriff's Office has not had to respond to a significant amount 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	Disapproval	No Recommendation
	☐	☐	☒

Name:	Richard Morales	Title:	Lieutenant
Signature:		Date:	08/10/18
Contact phone:	(520) 353-5087	Email:	RDMorales@cochise.az.gov

Return completed form with any attachments by: 8/10/2018

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:	Sumit Thathi	Address:	62 N. Oak Dr.
Business Name:	Quick Pic Market	City/Zip:	Benson 85602
Liquor License #:	n/a	Parcel #:	124-15-751
Ownership Type:	Limited Liability Co.	Liquor License ☒	Special Event Liquor License ☐
Partner(s):			

TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

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

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

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

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

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

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning?	Y ☒ N ☐	Zoning:	GB – General Business
Use permitted by P&Z?	Y ☒ N ☐	Permit#:	Unable to locate original file.
Date Permit Issued:	1987	Use Permitted:	Convenience Store
If use not permitted, is it LNC?	Y ☐ N ☒	Year LNC Established:	N/A

☐ The Planning Department will notify the applicant that if any construction is proposed, a Non-Residential Permit must first be submitted and approved by this Department, or if there is a lapse of 12 months of non-operation of the business, a Non-Residential Permit will be required to re-establish the use from this Department.

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

☐ The Planning Department is currently working with the property owner on several zoning-related issues with the subject property.

☐ The Planning Department is currently working with the property owner on obtaining the proper permits to operate the business.

Name:	Dora V Amaya	Title:	Zoning Administrator
Signature:	Dora V Amaya	Date:	August 1, 2018
Contact phone:	520.803.3966	Email:	damaya@cochise.az.gov

Return completed form with any attachments by: 8/10/2018

COCHISE COUNTY BOARD OF SUPERVISORS

Telephone (520) 432-9200
Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name:	Sumit Thathi	Address:	62 N. Oak Dr.
Business Name:	Quick Pic Market	City/Zip:	Benson 85602
Liquor License #:	n/a	Parcel #:	124-15-751
Ownership Type:	Limited Liability Co.	Liquor License ☒	Special Event Liquor License ☐
Partner(s):			

TO BE COMPLETED BY THE ENVIRONMENTAL HEALTH DEPARTMENT

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

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

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

X 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:	7/27/18
Contact phone:	520-586-8206	Email:	mmcgee@cochise.az.gov

Return completed form with any attachments by: 8/10/2018

COCHISE COUNTY BOARD OF SUPERVISORS

Telephone (520) 432-9200
Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name:	Sumit Thathi	Address:	62 N. Oak Dr.
Business Name:	Quick Pic Market	City/Zip:	Benson 85602
Liquor License #:	n/a	Parcel #:	124-15-751
Ownership Type:	Limited Liability Co.	Liquor License ☒	Special Event Liquor License ☐
Partner(s):			

TO BE COMPLETED BY THE TREASURER'S OFFICE

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

XXX☐ Yes ☐ No

If not, please attach pertinent documentation.

Comments:

Name:	KATHLEEN WILSON	Title:	
Signature:	KATHLEEN WILSON	Date:	7/27/2018
Contact phone:	520-432-8404`	Email:	KWILSON@COCHISE.AZ.GOV

Return completed form with any attachments by: 8/10/2018

Public Hearings 21.

Regular Board of Supervisors Meeting **Community Development**

Meeting Date:	09/11/2018		
Z-18-07 Soventix			
Submitted By:	Robert Kirschmann, Community Development		
Department:	Community Development	**Division:**	Development Services
Presentation:	PowerPoint	**Recommendation:**	Disapprove
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	2
NAME of PRESENTER:	Robert Kirschmann	**TITLE of PRESENTER:**	Planner II
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	
Docket Number (If applicable):	Z 18-07 Soventix		

Information

Agenda Item Text:

Adopt Zoning Ordinance 18-07 approving Docket Z-18-07 Solventix, amending certain zoning district boundaries from R-36 (Residential; one dwelling per 36,000 square feet) to LI (Light Industry), pursuant to the application of Solventix.

Background:

The Applicant is requesting a rezoning from R-36 (Residential; one dwelling per 36,000 square feet) to LI (Light Industry). The request is to facilitate the construction of a Solar Energy Power Plant. The subject parcel totals ~135 acres. In addition, Cochise County Development Services proposes to also rezone ~202 acres from R-36 to LI west of the Solventix site and adjacent to the City of Benson. The subject parcels, APN 123-34-005, 123-28-006, 123-27-014, 123-35-001, 123-34-003C, and 123-34-003D are located near the intersection of East 4th Street and Benson Airport Road, south of the I-10, Pomerene Exit. They are further described as being situated in Section 14 of Township 17 South, Range 20 East of the G&SRB&M, in Cochise County, Arizona.

Department's Next Steps (if approved):

The Ordinance and Conditions will be recorded and the official zoning map will be updated.

Impact of NOT Approving/Alternatives:

The zoning of the parcels will remain R-36, and the proposed solar project would not be permitted.

To BOS Staff: Document Disposition/Follow-Up:

Board Staff will have the Ordinance signed and recorded, and provide a copy to Planning Staff.

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

Staff Report
Application, Site Plan and Maps
Zoning Ordinance
Exhibit A
PowerPoint

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: Robert Kirschmann, Planner II
FOR: Daniel Coxworth, AICP, Development Services Director
SUBJECT: Docket Z-18-07 (Solventix)
DATE: August 29, 2018 for the September 11, 2018 Meeting

APPLICATION FOR A REZONING

The Applicant is requesting a rezoning from R-36 (Residential; one dwelling per 36,000 square feet) to LI (Light Industry). The request is to facilitate the construction of a Solar Energy Power Plant. The subject parcel totals ~135 acres. In addition, Cochise County Development Services proposes to also rezone ~202 acres from R-36 to LI west of the Solventix site and adjacent to the City of Benson.

The subject parcels, APN 123-34-005, 123-28-006, 123-27-014, 123-35-001, 123-34-003C, 123-34-003D, 123-28-007, 123-27-024A, 123-30-046 and are located near the intersection of East 4th Street and Benson Airport Road, south of the I-10, Pomerene Exit. They are further described as being situated in Section 14 of Township 17 South, Range 20 East of the G&SRB&M, in Cochise County, Arizona.

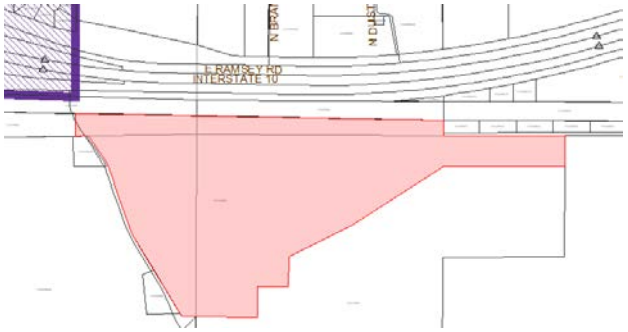
I. PLANNING & ZONING RECOMMENDATION

On Wednesday, August 8, 2018, the Planning and Zoning Commission voted 6-0 to forward this Docket to the Board of Supervisors with a recommendation of approval. The motion included the conditions of approval recommended by staff, as well as a modification to permit the existing vegetation, berm and wash to be deemed adequate screening and no additional solid screening or landscaping would be required.

II. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING LAND USES

Solventix Site (Parcel 123-34-005)

Parcel Size:	~135 acres
Current Zoning:	R-36 (Residential; one dwelling per 36,000 square feet)
Proposed Zoning:	LI (Light Industrial)
Growth Area:	B – Community Growth Area
Plan Designation:	Enterprise
Area Plan:	None
Existing Uses:	Vacant, Former Benson Airport
Proposed Uses:	Solar Energy Powerplant



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

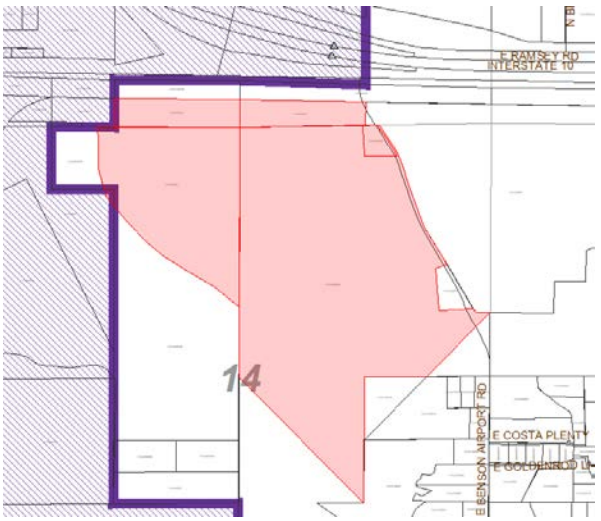
Highway and Floodplain
1415 Melody Lane, Building F
Bisbee, Arizona 85603
520-432-9300
520-432-9337 fax
1-800-752-3745
highway@cochise.az.gov
floodplain@cochise.az.gov

Zoning/Use of Surrounding Properties

Relation to Subject Parcel	Zoning District	Use of Property
North	GB, R-36	Union Pacific Railroad, East 4th Street/Interstate 10
South	R-36	Vacant Land, single family residential
East	R-36, RU-4	Vacant Land, contractor storage/warehouse, single family residential
West	R-36	Farm

Ogilvie Site (Parcel 123-28-006, 123-27-014, 123-35-001, 123-34-003C, 123-34-003D)

Parcel Size:	~202 acres
Current Zoning:	R-36 (Residential; one dwelling per 36,000 square feet)
Proposed Zoning:	LI (Light Industrial)
Growth Area:	B – Community Growth Area
Plan Designation:	Developing
Area Plan:	None
Existing Uses:	Farm
Proposed Uses:	No changes proposed to use at this time.



Zoning/Use of Surrounding Properties

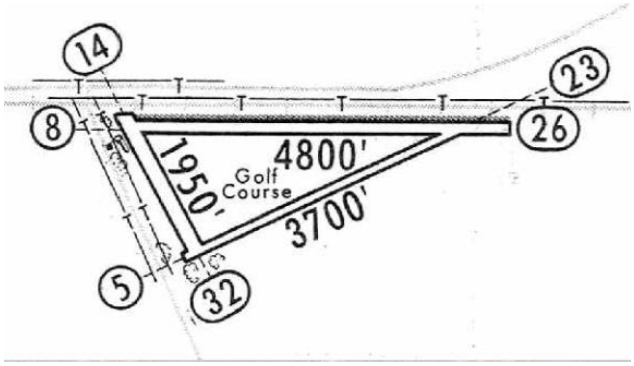
Relation to Subject Parcel	Zoning District	Use of Property
North	City of Benson, B-2(General Business), R-T (Rural Transitional)	Union Pacific Railroad, East 4th Street/Interstate 10, Vacant Land
South	R-36	Vacant Land, single family residential
East	R-36	Vacant Land, former Benson Airport
West	City of Benson, I-2 (Heavy Industry)	San Pedro River, All the Kings Horses, Union Pacific Rail Yard

III. PARCEL HISTORY

Due to the age and nature of the airport, and the Agricultural nature of the farm, there are no permits on file. However, after conducting some research it appears that the Benson Airport was constructed in the early 1930s. After that it was opened and closed multiple times until it was no longer listed as an active field in 1974.



USGS Topo Map, 1958

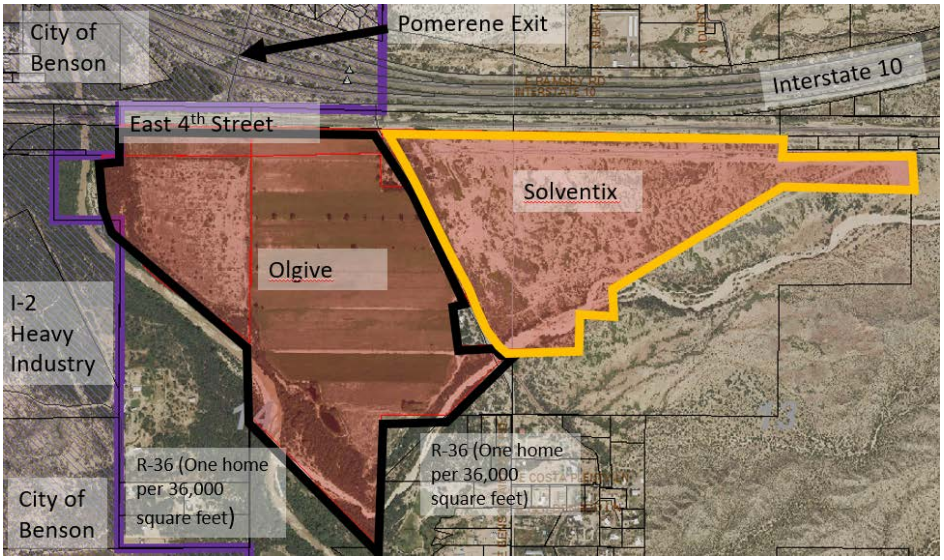


Jeppesen Airway Manual, 1964 (Chris Kennedy)

IV. NATURE OF REQUEST

Representatives from Solventix approached County Staff about establishing a Solar Energy Power Plant (1302.46) on parcel 123-34-005. This approximately 135 acre site is currently zoned R-36, Residential one residence per 36,000 square feet. Solar Energy Power Plants are not permitted in the residential districts even with a Special Use. The Parcel is located in Category B, Community Growth Area and designated as Enterprise by the Comprehensive Plan. The only zoning designations permitted in the Enterprise designation are Neighborhood (NB) and General Business (GB), Light (LI) and Heavy Industry (HI). Staff suggested that the Light Industry designation may be appropriate at the location because:

- Formerly Benson Airport
- Adjacent to the Union Pacific rail line
- Proximity to Interstate 10 and the Pomerene Exit
- Access to both Benson Airport Road and East 4th Street



As staff was evaluating options for the Solventix property surrounding properties and uses were evaluated. West of the Solventix site is a cattle farm which encompasses approximately 202 acres and is adjacent to Benson City limits. The City of Benson Zoning is Heavy Industry (I-2) and General Business. Staff believed that continuing the Light industry designation from the Solventix parcel to Benson city limits would make sense, due to the items identified above. The City of Benson and the Farm owners were contacted to solicit input on the change in zoning. The property owners provided a letter stating that they would be interested in rezoning, although they have no plans to make any changes in the foreseeable future. The city of Benson also submitted comments and suggested that the parcels consider annexing into the City.





University of Arizona Renewable Energy Opportunity Analysis

Cooperative Extension's Land Use Planning and Sustainable Development Program was requested by several counties in southeastern Arizona to conduct analyses for solar energy development potential within their jurisdictions. Subsequently, the analysis was expanded to include every county and community in Arizona. This analysis, using the Renewable Energy Opportunity Analysis (REOA) model, will aid counties, cities and towns in developing sound land use policies for siting solar energy facilities.



While many factors go into siting solar facilities, REOA assesses fundamental physical and economic opportunities and constraints on any given piece of land, such as slope, aspect, proximity to transmission lines, sub-stations, roads, and others. The resulting outputs should help renewable energy developers, communities and decision makers begin the more complex task of focusing on specific regions of any given county or city and conducting feasibility studies. The reports explain the methodology behind the analysis, summarize the results, and provide some direction for the use of the outputs. The maps illustrate the outputs for specific regions of the state.

From: https://rurallandscapes.extension.arizona.edu/content/renewable-energy-opportunity-analysis

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 "B" Community Growth Area and is considered an "Enterprise" and "Developing" area per the Comprehensive Plan. LI zoning is permitted in the Category "B," "Enterprise" and

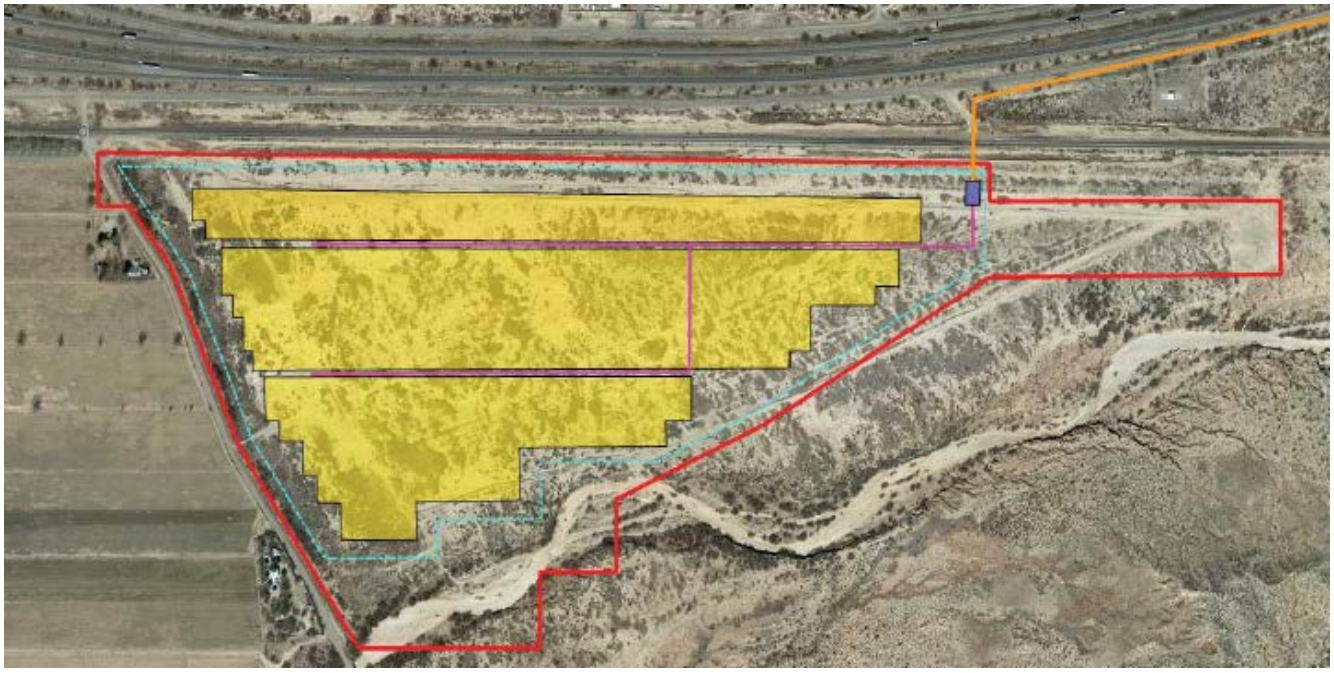
"Developing" areas, therefore this request to rezone to LI complies with the Comprehensive Plan as detailed below.

Compliance with Rezoning Criteria

Section 2208.03 of the Zoning Regulations provides fifteen criteria used to evaluate rezoning requests. Fourteen of the criteria are applicable to this request. nine of the factors are met as submitted, and five are met with conditions and modifications.

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

The Applicant intends to construct a Solar Energy Power Plant, a permitted use. At the commercial permit phase, a fully dimensioned site plan will be required. The submitted concept plan does show that all required site development standards may be met. The Plan shows the location of the panels, overhead utilities, and a substation. The panels are setback from all property lines to allow the natural vegetation and topography to help screen the use. A condition is recommended, requiring a fully dimensioned site plan with the Commercial Submittal. Future, nonagricultural development of the Farm site will require additional review at the commercial permit stage.



2. Compliance with Applicable Site Development Standards: Complies with modifications



Benson Airport Road looking South

A minimum of 80 feet is required from properties zoned as Residential (South and east properties) and 20 feet from the traveled roadways. The site is able to accommodate these setbacks. Staff is recommending two modifications: landscaping and screening. The Regulations require solid screening when the use abuts residentially zoned property. Staff recommends a modification to this standard. Between the setbacks, existing vegetation, and the wash adequate screening is provided. A solid screen would look inappropriate in the area. In addition, because the use is also located in Category B, landscaping is required. The site will maintain a 20 foot setback along Benson Airport Road, which will preserve a large portion of the natural vegetation and the berm A condition has been included to insure this vegetation is maintained to screen the facility from the road.



Benson Airport Road looking East



Berm and existing vegetation on the East side of Benson Airport Road



Wash along southern property boundary



Vacant Land South of the Rezoning

3. Adjacent Districts Remain Capable of Development: Complies

The proposal would not affect the development prospects of any neighboring properties. There are several surrounding parcels that are currently undeveloped, but this request will not preclude or limit their developments. A letter was received by a property owner immediately to the south of the application. They cited concerns about devaluing their property. The proposed rezoning will not directly impact the property as there is ample screening, setbacks and a large natural wash separating the properties.



Existing home associated with the Farm

4. Limitation on Creation of Nonconforming Uses: Complies

If approved, the rezoning will not result in the creation of non-conforming uses. The Industrial zoning only allows one residence to be used as a caretaker home (1304.01), however, the existing home is associated with the Farm and therefore exempt by State Law.

5. Compatibility with Existing Development: Complies

The site abuts East 4th Street, Benson Airport Road, Union Pacific Rail Line and Interstate 10. In addition, the City of Benson has designated adjacent areas as Business and Industry. The area currently has a wide mix of uses including residential, contractor storage yards, warehousing, farming, and a rail yard. The Comprehensive Plan see this area as developing and the proposed zoning is appropriate with that vision. Below are photos of existing development found in the area.











6. Rezoning to More Intense Districts: **Complies**

As noted above, the proposed zoning is a reasonable extension of existing commercial and industrial zoning districts in the City of Benson. In addition, the large area of the site permits the use to be set back from the property lines preserving the natural vegetation.

7. Adequate Services and Infrastructure: Complies with Conditions

The site has existing electric, gas, water, and phone service.

Cochise County Sherriff provides law enforcement, HCI provides EMS and the fire district uncovered. The Docket was transmitted to City and County emergency responders and no comments were received.

8. Traffic Circulation Criteria: **Complies with Conditions**

This solar portion of rezoning request will temporarily increase traffic during construction, but thereafter will have minimal impact.

Current zoning would allow for about 278 residential units with a potential average of 2,660 new vehicle trips per day. Light Industrial allows for many different uses with a wide potential range of 1,755 to 53,711 vehicle trips per day. However, the proposed use for the subject parcel, by this applicant, of 135 acres of solar power panels, typically has a short duration impact during construction and then a very minimal maintenance schedule once in place. It is expected that industrial uses at this location would not exceed that of potential residential build-out – very likely to be far less of an impact than most Light Industrial uses if built-out as intended into solar or other power generating uses.

9. Development Along Major Streets: **Complies with Conditions**

The site is located adjacent to Benson Airport Road, East 4th Street and Interstate 10. These roads will be able to accommodate the proposed solar project. Depending on uses proposed on the Farm property in the Future additional improvements may be required and will be determined at the commercial permit phase. ADOT responded with no comments to the proposed rezoning. The right of way department has requested additional right of way for Benson Airport Road.



10. Infill: **Partially Complies**

Rezoning's to Light Industry are encouraged to be located in areas designated as Enterprise or Enterprise Redevelopment to discourage sprawl.

This solar site is located within an Enterprise area, which encourages these areas to be developed or redeveloped and help reduce sprawl. The Farm is within a designated a Developing Area, which is a catchall designation for mixed use areas such as this. The proposal does not alter the overall pattern of development in the area, and may push towards a re-designation of the area as Enterprise.

11. Unique Topographic Features: Complies with Conditions

Both sites are relatively flat however, the San Pedro River is located on the West side of the Farm and a major wash occurs along the southern edge of both sites. Setbacks from the wash will be enforced at commercial permitting. The southern areas of both sites are located within the designated flood plain, and the appropriate regulations will also apply during permitting. At this time the solar facility will not encroach into the designated flood plain area.

12. Water Conservation: Complies

Upon commercial permitting, all applicable regulations will require compliance.

13. Public Input: Complies

The Applicant completed a Citizen Review and received two responses. One was a phone call in support and the other a letter in support but with questions. Staff mailed notices to neighboring property owners within 1 mile of the subject property on July 9, 2018. Staff posted the property on July 12, 2018 and published a legal notice in the *San Pedro Valley Sun-News* on July 18, 2018. One written response from the adjacent property owner to the south was received. Several phone calls were received by residents living south of the rezoning and they indicated support to the request. The letter in opposition cited concerns about property values. The setbacks, existing berms and vegetation will mitigate the visual impacts.

14. Hazardous Materials: Not Applicable

No hazardous materials are proposed.

15. Compliance with Comprehensive Plan: Complies

The subject property lies within a Category "B"– Community Growth Area and is considered an "Development" area per the Comprehensive Plan. This designation is intended to include area with mixed uses until a clear pattern of development occurs. This request would push towards a designation of Enterprise.

The proposal is also supported by the Economic Development element of the Comprehensive Plan, by creating new employment and trade opportunities.

VI. PUBLIC COMMENT

In response to County mailings, the Planning Department has received one response in opposition.

VII. SUMMARY AND CONCLUSION

The request is for a rezoning, from R-36 (Residential; one dwelling per 36,000 sq. ft.), to LI (Light Industry) on an approximately 303 acres adjacent to the City of Benson. At this time, the area is characterized by mixed land uses, tending towards commercial and light industrial to the west, northwest and northeast and residential to the south. The Applicant proposes to use 135 acres for a Solar Energy Power Plant. The Cochise County Comprehensive Plan designates the site as Enterprise and Developing, which permits for future industry and commercial growth.

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 Developing areas to grow towards build-out. This request would infill a large undeveloped area, indicating the direction of future development;
3. The Comprehensive Plan policies prescribe Enterprise areas are to be designated as commercial or industrial This request would infill a large undeveloped area.
4. Under the University of Arizona Renewable Energy Opportunity Analysis, the Solventix property is identified as suitable for large scale solar facilities.

Factors Against Approval

1. The rezoning may create a land use with more neighborhood impacts than would be permitted under the existing zoning; and
2. One letter of opposition was received

VIII. RECOMMENDATION

Based on the factors in favor of approval, Staff recommends forwarding the request for a rezoning, from R-36 (Residential; one dwelling per 36,000 sq. ft.) to LI (Light Industry) for approximately 303 acres located South of East 4th Street and on both Sides of Benson Airport Road to the Board of Supervisors with a recommendation of **Conditional Approval**, subject to the following Conditions and Modifications:

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; and
3. The Applicant shall work with right-of-way staff to dedicate additional right to the County.
4. The Applicant shall maintain the existing berm and vegetation located along the east side of Benson Airport Road.

Modification - The existing vegetation, berm and wash provide adequate screening and no additional solid screening or landscaping would be required.

IX. ATTACHMENTS

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

Print Form

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: Benson Solar, LLC
2. Mailing Address: 2375 E. Camelback Road, Ste 600

Phoenix AZ

City State Zip Code

3. Telephone Number of Applicant: 905.334.8098
4. Telephone Number of Contact Person if Different: 623.910.6898
5. Email Address: M.Kendon@solventix.ca
6. Assessor's Tax Parcel Number: 123 - 34 - 005 (Can be obtained from your County property tax statement)
7. Applicant is (check one):
   - Sole owner: _____
   - Joint Owner: _____ (See number 8)
   - Designated Agent of Owner: _____
   - If not one of the above, explain interest in rezoning: Option to purchase.
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): Appendix B
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

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

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

9. Attach a proof of ownership for all property proposed for rezoning. Check which proof of ownership is attached:
   - Copy of deed of ownership: _____
   - Copy of title report: Appendix B
   - 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 X

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 X
    - If yes and more than one property owner is involved, have all property owners sign the attached consent signature form.

13. Indicate existing Zoning District for Property: Agricultural

14. Indicate proposed Zoning District for Property: Light Industrial

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: NA (A County planner can provide this information.)

16. Comprehensive Plan Designation or Community Plan: NA (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: The site has no structures.

18. List all proposed uses and structures which would be established if the zoning change is approved. Be complete. Please attach a site plan: See attached Site Plan.

PV solar panel arrays, a switchyard, a small maintenance building, and battery storage.

19. Are there any deed restrictions or private covenants in effect for this property?
    - No X 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?
Benson Road

21. What off-site improvements are proposed for streets or easements used by traffic that will be generated by this rezoning? The proposed facility will employ between one and two employees and is not expected to requ off-site street improvements.

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

23. Identify how the following services will be provided:

Service	Utility Company/Service Provider	Provisions to be made
Water	Benson	None
Sewer/Septic	Not Applicable	Portable Unit
Electricity	Sulphur Springs Valley Co-Op	None
Natural Gas	Not Applicable	None
Telephone	Century Link	None
Fire Protection	Benson	None

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).

Please see Attachment 1.

25. AFFIDAVIT

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

Applicant's Signature: _____

Date: 31.5.2018

CONSENT SIGNATURE FORM

OF PROPERTY OWNERS WITHIN THE PROPOSED ZONING DISTRICT

This form is to be completed if there is more than one property owner and more than one parcel within the proposed zoning district.

I, the undersigned owner of record of property which lies within the area of the proposed rezoning set forth in the attached application, do hereby consent to the proposed change of zoning district boundary or reclassification of the property(ies) sought for rezoning. I do hereby certify and declare that I was afforded an opportunity to read the full and complete application prior to affixing by signature hereon.

Parcel Number	Owner of Record, Printed Name & Address	Signature	Date
123-34-005	Please see Appendix B		

(Attach separate pages if necessary)

Rezoning Application Evaluation Criteria

Section 2208.03.B. of the Cochise County Zoning Regulations provides fifteen (15) rezoning evaluation

factors with which to measure and analyze the appropriateness of the proposed rezoning. An analysis of how the Project addresses these evaluation factors is required for staff report to the Commission and Board. The Rezoning application must provide sufficient information for staff to make this analysis.

Rezoning Evaluation Factors:

1. Application.The Application Site Plan must provide sufficient information to determine that the proposed size and layout would comply with the applicable uses and standards for the types and intensity of uses permitted in the requested zoning district.

2. Compliance with Site Development Standards. Each parcel must meet the site development standards of the proposed zoning district including minimum lot size, setbacks, lot coverage, driveway width, parking and ADA-access requirements. The rezoning Concept Site Plan should show how these standards would be met.

3. Adjacent Districts Remain Capable of Development. Adjacent parcels should be able to meet minimum lot size and development standards of the remaining zoning district.

4. Limitation on Creation of Nonconforming Uses. The subject property should contain no structures or uses that would not be permitted or would not meet development standards of the new district.

5. Compatibility With Existing Development. The proposed rezoning district should be compatible with existing development in the vicinity.

6. Rezonings To More Intense Districts. The proposed new district should:
Be buffered by an intermediate district of sufficient size to provide a reasonable transition of intensity from the existing area (as a guide, a reasonable transition is considered to be a difference of intensity or density of two levels as described in Section 2208.02);
Be a reasonable extension of a similar density district within the area; and
Provide a transition between an existing less intense district and a more intensive district or an arterial street; or
Provide adequate protection to the adjacent less intense development in the form of enhanced screening, landscaping, setbacks, large lot size, building orientation or other design measures.

7. Adequate Services and Infrastructure. The following factors are used to determine if there are adequate services and infrastructure to serve an intensification of zoning:
(a)For a rezoning to a more intensive district, the applicant has provided adequate information to evaluate the impacts of the rezoning on roads, other infrastructure, and public facilities. The applicant must demonstrate that there are adequate provisions to address the impacts identified. The applicant shall provide data supporting the estimated traffic volumes as part of the application.
(b)If the site accesses on a road where existing demonstrable traffic problems created by incremental development have already been identified, such as a high number of accidents, substandard road design or surface, or the road is near or over capacity, the applicant has proposed a method to address these problems.
(c) The proposed development meets or will meet the applicable requirements for street, sewer, or water improvements.
(d) The site has access to streets that are adequately designed and constructed to handle the volume and nature of traffic typically generated by the use.

8. Traffic Circulation Criteria.
(a) Any rezoning shall be consistent with preservation of the functions of surrounding streets as defined in Section 102.B.3 (a through g) of the Comprehensive Plan. [see page 11 of the Comp Plan]
(b) If the rezoning is to GB, LI or HI, the development shall not result in the use of any residential street for through traffic to and from the proposed district.
(c) Consideration of future circulation needs in the surrounding area have been taken into account through right-of-way dedication and off-site improvements if warranted.

9. Development Along Major Streets. The rezoning size [the size of the land area to be rezoned] limits the number of access points on major thoroughfares or arterial streets, and County collectors through the use of frontage roads, shared access, no access easements or other safe methods designed to minimize road cuts that create unsafe traffic conflicts, hazardous traffic congestion and obstruct the functioning of arterials.

10. Infill. If rezoning to GB, LI or HI, the site is in an existing Enterprise or Enterprise Redevelopment plan designation area. This factor is designed to encourage infill in areas where commercial and industrial development already exists, thereby discouraging sprawl and locating new non-residential developments where adequate infrastructure may already exist and where they are most likely to be compatible with existing uses.

11. Unique Topographic Features. A rezoning to a more intensive zoning district shall not take place if there are areas of unstable soils, steep slopes, severe washes, floodplains, etc. which are not appropriate for intense development. Rezonings encompassing such areas will be discouraged unless the developer carefully plans development around these areas, such that they are appropriately protected.

12. Water Conservation. Uses proposed with the rezoning involving Master Development Plans shall show compliance with the water conservation policies of Section 102E in the Comprehensive Plan and the approved Master Development Plan. Other rezonings shall show compliance at the time of building permit issuance.

13. Public Input. If there is a major public opposition to a proposed rezoning, this may indicate that the technical evaluation regarding compatibility of the proposed district does not concur with the view of local residents and a recommendation of denial may be appropriate. If public concerns have been raised, it is fair to ask if the applicant has made a reasonable effort to address these concerns through the Citizen Review Process.

14. Hazardous Materials.Adequate data has been submitted to determine that impacts from uses that may involve hazardous or dangerous materials are adequately mitigated.

15. Compliance with Applicable Area Plan, Master Development Plan or Comprehensive Plan Policies. The proposed uses and design are in substantial conformance with adopted area plan, master development plan or comprehensive plan land use designations and policies.

ATTACHMENT 1

COCHISE COUNTY REZONING APPLICATION

BENSON SOLAR, LLC (continued)

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 presumptive in favor of or against the rezoning is attached for your reference.

The Project site has been identified as an optimal location for an electrical generation facility based on the recognized need for local power; the existence of compatible adjacent and nearby land uses; utility corridors (electric and natural gas); and electrical load centers. The rezoning is needed in order to provide power import to assist local utilities and energy-users in meeting their current and projected electrical demand of southeast Arizona. Because the regional grid has been operating at near capacity, additional infrastructure is needed to accommodate future electrical demand.

There are numerous electrical distribution lines, switchyards, and communication cables within the vicinity of the Project site. The Benson Substation is directly north of the site across the I-10 frontage road, while the Sulfur Springs Valley Electric Co-Op Substation is located approximately 1.4 miles northeast of the Project site.

The zoning changes proposed under the requested rezoning are consistent with the existing and planned light industrial zone on and adjacent to the subject parcel.

Benson Solar Facility

Rezoning Application
to Allow a Photovoltaic Power Generation Facility

Prepared for

Cochise County

Submitted by

BENSON SOLAR, LLC

Prepared by

TETRA TECH

May 31, 2018

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Figure 3. Wetlands Map

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1.0 PROJECT NARRATIVE

1.1 INTRODUCTION

Benson Solar, LLC is requesting rezoning to construct and operate the proposed Benson Photovoltaic (PV) Solar Power Generating Facility (Project) on approximately 134.5 acres of undeveloped land located approximately 1.5 miles of Benson, Cochise County, Arizona (Figure1).

The site is generally level and located on the south side of I-10 and the Union Pacific Railroad. The Benson Substation is directly north of the site across the I-10 frontage road, while the Sulfur Springs Valley Electric Co-Op Substation is located approximately 1.4 miles northeast of the Project site.

Rezoning the Project site from agricultural (R-36) to Light Industrial (LI) would allow for the development and operation of the proposed solar generating facility and provide power import to assist Arizona Electric Power Cooperative. Inc. (AEPCO) in meeting their current and projected electrical demand of southeast Arizona. The regional grid has been operating at near capacity, and additional infrastructure is needed to accommodate future electrical demand.

The proposed Project is expected to include a PV solar field with an expected electrical output of up to 20 MW. The Project will also require a gen-tie transmission line and additional project infrastructure including battery storage (Figure 2).

Both the Project site and the region are well suited for the proposed changes to the current zoning district. The primary criteria for determining the location of the power generation facilities include the existence of compatible adjacent and nearby land uses, minimal topographic variability, and the proximity to existing electrical infrastructure, major transportation corridors, utility corridors, and electrical load centers.

1.2 PHYSICAL SETTING, EXISTING USES, AND RELATIONSHIP TO SURROUNDING LAND USES

The Project site is located in the Sonoran Desert in west-central Cochise County approximately 1.5 miles east of Benson (Figure 1).

The site consists of approximately 134.5 acres of relatively flat, undeveloped private land formerly occupied by the Benson Airport. The Benson Airport was opened, closed, and reopened multiple times throughout its 70-year lifespan starting in either 1930 or 1931. The airport had three dirt runways and offered aircraft repairs, fueling, and hangars (Freeman 2017).

Major features in the site area include the San Pedro River, I-10, the Union Pacific Railroad, and several existing transmission lines (Figure 1).

The Project is bound to the north by the Southern Pacific Rail Road, the Interstate 10 (I-10) frontage road, and I-10, to the south by an ephemeral wash of the San Pedro River, and to the west

by agricultural land. To the east, the Property is pinched off by the I-10 frontage road and the San Pedro tributary.

The Project site occupies undeveloped, highly degraded desert scrublands suitable for a PV solar generation facility. Adjacent land uses to the Project site primarily include undeveloped rural lands, with some residential properties to the south and some industrial properties to the north across I-10. Active farmland is located directly adjacent to the west side of the Project site. Land use adjacent to the gen-tie route primarily include undeveloped rural lands as well as industrial properties.

1.3 NATURAL RESOURCES

Benson Solar has considered potential impacts of the proposed Project. Construction and operation of the Project will be compliant with all county, state, and federal laws, regulations, and guidelines.

Based on the development history of the Project site, as well as preliminary natural resources desktop reviews, the Project site is located in an area with minimal sensitive resources. Results of the preliminary review of the Project site are described below.

Biological Resources

Ecoregional Setting

The Project lies within the Madrean Archipelago Level III Ecoregion. This region of basins and ranges varies from medium to high local relief, typically 3,000 to 5,000 feet. Native vegetation in the region is mostly grama-tobosa shrub-steppe in the basins and oak-juniper woodlands on the ranges, except at higher elevations where ponderosa pine is predominant (Griffith et al. 2014).

Within the Madrean Archipelago, the Project area lies within the Apachian Valleys and Low Hills Level IV Ecoregion (79a), characterized by valley plains, alluvial fans, and some low hills. This region's precipitation is influenced by monsoons, and elevations in the Arizona part of the ecoregion range from about 3,200 to 5,500 feet. A variety of human and natural influences over the past 100-150 years has caused significant landscape changes. Droughts and precipitation events, livestock overgrazing, agricultural clearing and irrigation, fire suppression, road and residential construction, and introduction of exotic plants have altered the ecological patterns in these "desert seas" and their relations to the sky islands of the adjacent mountain ecoregions. Although this region has areas of desert scrub and semi-desert grassland, often in a complex mosaic, shrub and cacti encroachment and exotic species, as well as the proliferation of honey mesquite, have greatly altered historical grassland areas (Griffith et al. 2014).

Project Area Habitat Description

Currently, the Project area is comprised of undeveloped, highly degraded desert scrublands. According to the GAP Landcover Dataset, land cover at the site is primarily comprised of Apacherian-Chihuahuan Mesquite Upland Scrub, with areas of Apacherian-Chihuahuan Semi-

Desert Grassland and Steppe (USGS 2018). Due to heavy degradation from its former use as an airport, the Project site is characterized by large unvegetated areas, pockets of weedy grassland, and scattered shrubs. A row of mesquite trees lies along Benson Road located on the west side of the Project, and a riparian area dominated by mesquite and other riparian species lies along the unnamed tributary to the San Pedro River within the southeastern boundary of the Project. These riparian habitats are generally associated with an ephemeral water supply. They are important habitat for migratory birds. Desert scrubland habitat appears less degraded adjacent to the Project area and along the gen-tie route, with the exception of the active farmland adjacent to the west side of the Project area.

Federally Listed Species

Species listed as threatened or endangered by the U.S. Fish and Wildlife Service (USFWS) are provided regulatory protection under the Federal Endangered Species Act. The USFWS Information for Planning and Conservation (IPaC) tool was consulted to determine whether the Project site is within the range of any of the 22 animal or 6 plant species that are listed as occurring in Cochise County, Arizona.

According to the IPaC report for the Project area (USFWS 2018a), there are three mammals, four birds, one reptile, one amphibian, and one flowering plant species that are federally listed as threatened or endangered by the USFWS and should be considered as part of an effect analysis for the Project. There is also USFWS-designated proposed critical habitat for the yellow-billed cuckoo within the Project area (USFWS 2018a).

Table 1 includes a summary of all federal and state listed species and special status species that were evaluated for presence within the Project and the status and the likelihood of occurrence within or near the Project area using range data provided by Arizona Game and Fish Department (AGFD), when available (AGFD, 2018). This list does not include species listed as Species of Greatest Conservation Need (SGCN) by the AGFD. This list also does not include additional species that may warrant protection under the Bald and Golden Eagle Protection Act (BGEPA) or the Migratory Bird Treaty Act (MBTA).

Table 1.
Species listed under the Federal Endangered Species Act and their likelihood of occurrence within the Benson Solar Project Area.

Taxonomic Group/ Critical Habitat	Common Name	Scientific Name	Status[1]	Likelihood of Occurrence within the Project Area[2, 3]	Discussion/Recommendations[2]
Amphibians	Chiricahua leopard frog	Rana chiricahuensis	FT	Unlikely- Closest mapped habitat is over 2 miles southeast of Project area. Species requires permanent/ semi-permanent pools in river valley cienegas, springs, pools, cattle tanks, lakes, reservoirs, streams, and rivers. No suitable habitat present within Project area.	No anticipated impacts.
Birds	Yellow-billed Cuckoo	Coccyzus americanus	FT	Moderate- Portions of the Project area along the southwestern edge appear to lie within or directly adjacent to proposed critical habitat (see below). Species observations have been made in the portion of the San Pedro River in the regional vicinity of the Project area. Habitat consists of dense understory foliage of riparian cottonwood-willow galleries, saltcedar, and mesquite bosques. The unnamed tributary to San Pedro River, located within and adjacent to the southeast portion of the Project area, appears to contain potentially suitable riparian habitat for the species.	Surveys would be required to determine the presence of the species within the Project area. If present, appropriate siting and avoidance and minimization efforts would likely be required to avoid potential impacts to the species, which would require formal consultation with USFWS under Section 7 or 10 of ESA.
	Northern Aplomado Falcon	Falco femoralis septentrionalis	EXPN	Unlikely- This species is virtually extirpated throughout the state. There are no reintroduced populations in Arizona.	No anticipated impacts.

Table 1.
Species listed under the Federal Endangered Species Act and their likelihood of occurrence within the Benson Solar Project Area.

Taxonomic Group/ Critical Habitat	Common Name	Scientific Name	Status[1]	Likelihood of Occurrence within the Project Area[2, 3]	Discussion/Recommendations[2]
	Southwestern willow flycatcher	Empidonax traillii extimus	FE	Moderate- Mapped habitat present within the Project area along the southwestern edge (outside critical habitat range). Species observations have been made in the portion of the San Pedro River in the regional vicinity of the Project area. Habitat consists of dense riparian cottonwood-willow thickets, saltcedar, and Russian olive riparian associations. The unnamed tributary to San Pedro River, located within and adjacent to the southeast portion of the Project area, appears to contain potentially suitable riparian habitat for the species.	Surveys would be required to determine the presence of the species within the Project area. If present, appropriate siting and avoidance and minimization efforts would likely be required to avoid potential impacts to the species, which would require formal consultation with USFWS under Section 7 or 10 of ESA.
	Mexican spotted owl	Strix occidentalis lucida	FT	Unlikely- No mapped habitat within the Project area. Species requires forested mountains for breeding and foraging. The Project site does not contain any suitable habitat for the species.	No anticipated impacts.
Flowering Plants	Wright's marsh thistle	Cirsium wrightii	C	Unlikely- Found in springs, seeps, marshes, and stream banks in alkaline soil. Not known from Arizona except for one historic specimen near San Bernadino Wildlife Refuge. Little to no suitable habitat present within the Project area.	No anticipated impacts.

Table 1.
Species listed under the Federal Endangered Species Act and their likelihood of occurrence within the Benson Solar Project Area.

Taxonomic Group/ Critical Habitat	Common Name	Scientific Name	Status[1]	Likelihood of Occurrence within the Project Area[2, 3]	Discussion/Recommendations[2]
Mammals	Ocelot	Leopardus (=Felis) pardalis	FE	Unlikely- Extremely rare. Tends to be associated dense cover or vegetation and thornscrub communities. Mapped habitat within Project area, but little to no suitable habitat present within Project area.	No anticipated impacts.
	Lesser long-nosed bat	Leptonycteris curasoae yerbabuenae	FE	Unlikely- Mapped habitat within Project area. Species roosts within caves, mines, and old buildings and forage on succulents in semidesert grasslands. While limited suitable foraging habitat is present within the Project site, there is no suitable roosting habitat.	No anticipated impacts.
	Jaguar	Panthera onca	FE	Unlikely- Extremely rare. Found in a variety of habitat within desert scrub and pine-oak woodland, but most closely associated with rivers and cienegas of southern Arizona. Mapped habitat within Project area, but little to no suitable habitat present within Project area.	No anticipated impacts.

Table 1.
Species listed under the Federal Endangered Species Act and their likelihood of occurrence within the Benson Solar Project Area.

Taxonomic Group/ Critical Habitat	Common Name	Scientific Name	Status[1]	Likelihood of Occurrence within the Project Area[2, 3]	Discussion/Recommendations[2]
Reptiles	Northern Mexican gartersnake	Thamnophis eques megalops	FT	Unlikely- Species found in dense vegetation within source area ponds and cienegas, lowland river riparian forests and woodlands, and upland stream gallery forests. Suitable habitat may be present within tributary drainage to San Pedro River. Currently extant in small fragmented populations in southeastern portion of state. Proposed critical habitat mapped along San Pedro River west of the Project area, but Project area located outside current mapped habitat.	Unlikely species is present within Project area, but surveys may be required within suitable habitat to determine presence due to location of proposed critical habitat just west of Project area. No anticipated impacts.
Critical Habitat	Yellow-billed cuckoo	Coccyzus americanus	Proposed	High- Portions of the Project area along the southwestern edge appear to lie within or directly adjacent to the "Unit 26: AZ-18 Upper San Pedro River" critical habitat unit currently proposed for the species. This proposed critical habitat lies along the San Pedro River to the west of the Project area and a portion of the confluence of the unnamed tributary drainage that lies within and adjacent to the southeastern boundary of the site.	Consultation with USFWS would be required to determine if portions of the Project site lie within proposed critical habitat. Field surveys would need to be conducted to determine presence of species and habitat quality. Appropriate siting and avoidance and minimization efforts would likely be required to avoid potential impacts to the species' proposed critical habitat.

1 FE = Federally Endangered; FT = Federally Threatened; C = Federal Candidate Species; EXPN = experimental non-essential population; Proposed= Federally Proposed Critical Habitat

2 A field visit has not been conducted for this site. The likelihood of occurrence and discussion/recommendations for a species may be subject to changes based on the results of a site visit. In addition, contact with agencies is recommended to determine if there is any additional information or specific species of concern for the Project site.

3 See References for species citation information.

Cultural Resources

Tetra Tech, Inc. (Tetra Tech) conducted a site records search to determine if previously recorded cultural resources are present in the Project area. The search was conducted using the AZSITE online GIS database, which includes records of previous archaeological investigations and previously documented cultural resources (prehistoric and historic archaeological sites and historic architectural resources) that have been registered with the Arizona State Museum Archaeological Records Office. In addition to the AZSITE database search, the National Register of Historic Places (NRHP) online database was consulted to determine whether significant historic resources are present in the Project vicinity. The AZSITE database shows that 5 cultural resources are located within one-half mile of the Project area. These include one archaeological site of unknown cultural-temporal affiliation, the historic Pomerene Canal, the historic Benson Airport Road, the historic State Route 86, and the historic Southern Pacific Railroad Mainline - Southern Route. Three historic sites have been determined eligible for inclusion on the NRHP and the remaining two sites have not been evaluated for the NRHP. No NRHP-listed historic properties are located on or within one mile of the Project area.

Wetland Resources

The Project site is located in Federal Emergency Management Agency (FEMA) Zone X, which is determined to be outside the 0.2% annual chance floodplain. The Project site is completely located in an area mapped as Zone C, which are areas of minimal flooding and are outside any designated 100-year floodplain (FEMA 2018).

A large ephemeral/intermittent tributary of the San Pedro River bounds the site to the south. This wash will be avoided during the construction and operation of the proposed Project.

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FIGURES

Benson Solar Site
Cochise County, AZ

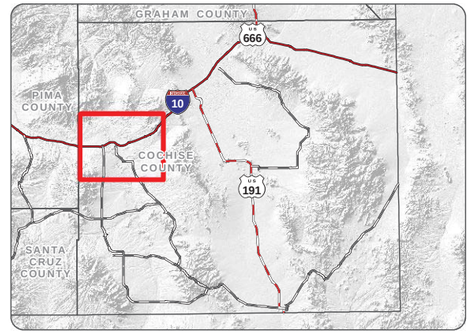


Figure 1
Project Location

- Substation
- Project Area

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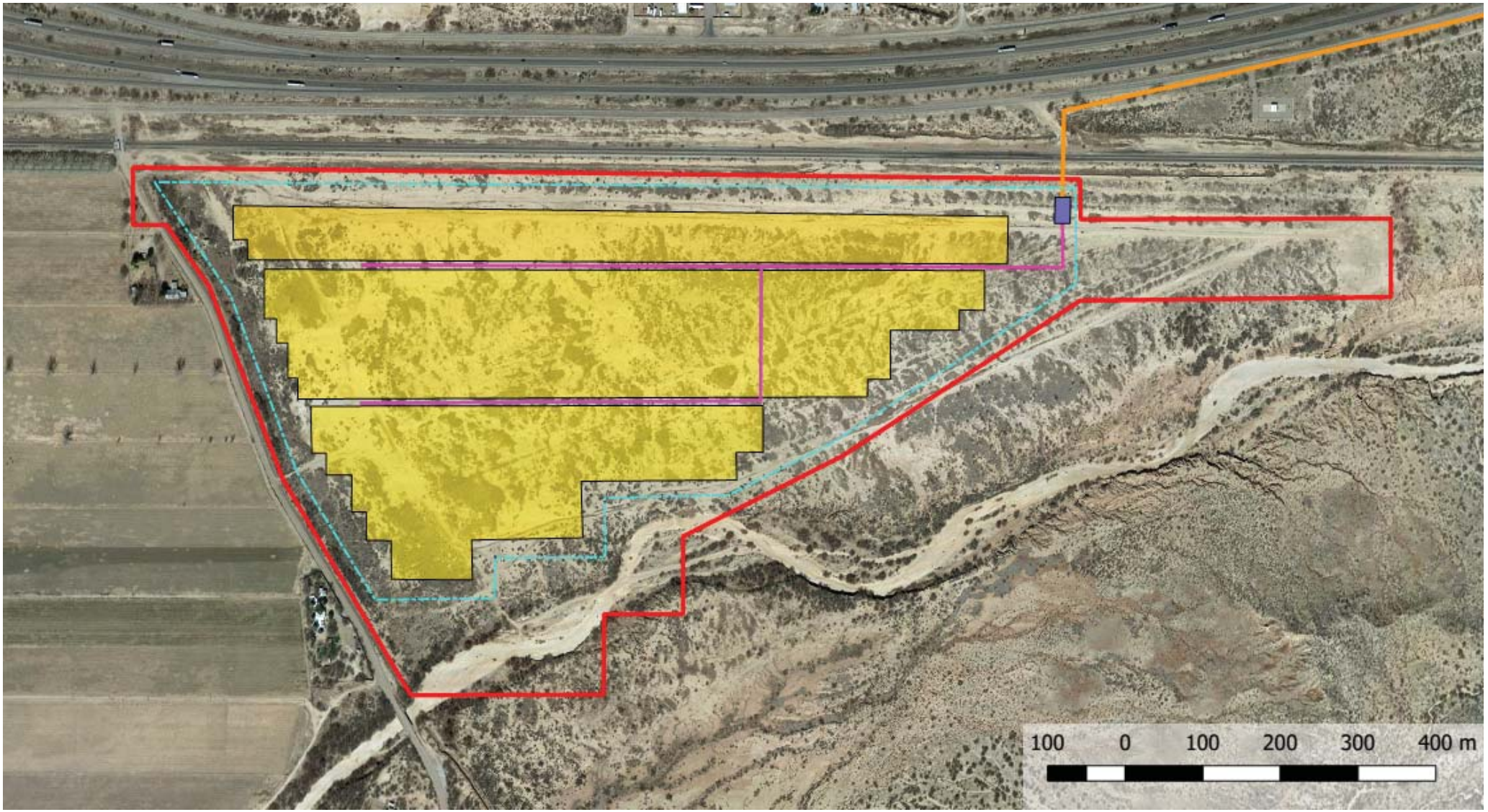
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BENSON SOLAR PROJECT
BENSON, ARIZONA



Legend

- Project Substation Project
- Proposed 69 kV Overhead Line
- Typical 34.5 kV Collection Line
- Typical Solar Array
- Fenced Project Area
- Property Boundaries

Benson Solar Site
Cochise County, AZ

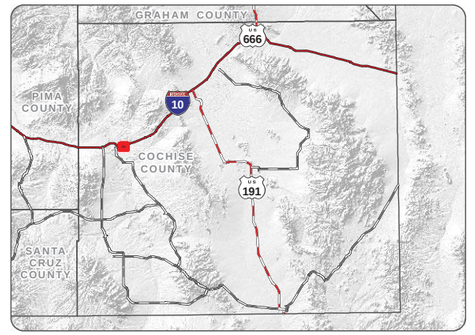


Figure 3
Wetlands

- Substation / Switchyard
- Gen-Tie
- Project Area

Hydrology

- Perennial Stream
- Canal/Ditch
- NWI Wetland
- 100-year FEMA Floodplain

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APPENDIX A

NEIGHBORHOOLD LETTER AND RESPONSES

TETRA TECH

April 12, 2018

Dear Friends and Neighbors:

My name is Krista Dearing and I represent Benson Solar, LLC (Benson Solar), a wholly owned subsidiary of Soventix USA. Soventix USA is an independent power provider that builds, owns, and operates solar projects throughout the United States and abroad, including Africa, Europe, and South America. Benson Solar strives to provide solar developments in strategic areas of the United States that create jobs, clean energy, and improve communities through tax revenue generation.

I have more than 25 years of professional experience in environmental science and regulatory compliance. I oversee a variety of environmental projects involving the National Environmental Policy Act (NEPA), Endangered Species Act, Clean Water Act, and National Historic Preservation Act.

Benson Solar is requesting rezoning from the Cochise County Community Development Services Department to rezone approximately 135 acres of undeveloped land to allow for the development and operation of the proposed 20 megawatt Benson Solar Photovoltaic (PV) Power Generation and Power Storage Facility (Project).

The proposed Project is located on heavily disturbed land approximately one mile east of Benson (Figure 1) that was formerly used as the Benson Airport. The county requires us to go through the zoning process in order to rezone the site from Rural-36 to Light Industrial. Part of that process includes getting feedback from you, our neighbors rezoning is requested

You will also be receiving a letter from the county, with contact information in case of objections to the Project. If you have any concerns, questions, or objections, we ask and encourage you to contact us first. We are happy to address them, and it may be something we haven't thought of that will make the Project that much better. We hope that this will be the start of a very cooperative relationship.

Thank you for your time and consideration. Please find my contact information below:

Sincerely,

TETRA TECH, INCORPORATED

Krista Dearing, RG
Senior Project Manager
2435 E. Taxidea Way
Phoenix, AZ 85048
Krista.Dearing@tetratech.com
623.910.6898

Attachment

Dearing, Krista

From: alain hartmann <alain@hcreinc.com>
Sent: Monday, April 16, 2018 3:43 PM
To: Dearing, Krista
Subject: Benson solar
Attachments: Fenner Package v1.pdf; Fenner Aerial & Airport.pdf

Hi Krista,

I am glad to hear from you. My neighbor told me something was going on with the airport. I own a small property adjoining the old airport on the west side of Airport road, just north of the wash (1449 E Airport Rd). There is a berm on the east side of Airport road which is a natural screen for my property. I would very much like to see that remain in place. My parents bought the property in 1956 when I was born and I have been able to keep the homestead after they passed. In theory, I would think a solar farm would be a great neighbor - quiet I would assume. I would like to know a bit more of what the "operations" would entail but otherwise I think I would be in support of it for the rezoning. Will this require a heavy water usage? I know there are a couple of different approaches to solar.

On another note, I represent a 100 + acres property about 1/2 mile east of the airport which I have long thought would make a great solar farm. It abuts an electrical substation. Years ago a portion of the property was split off for a foundry and that split was successfully rezoned to I-1. It has a great well. I have attached a package and a map showing the relative locations. If there was someone you could forward this information to, I would greatly appreciated it.

Best regards,

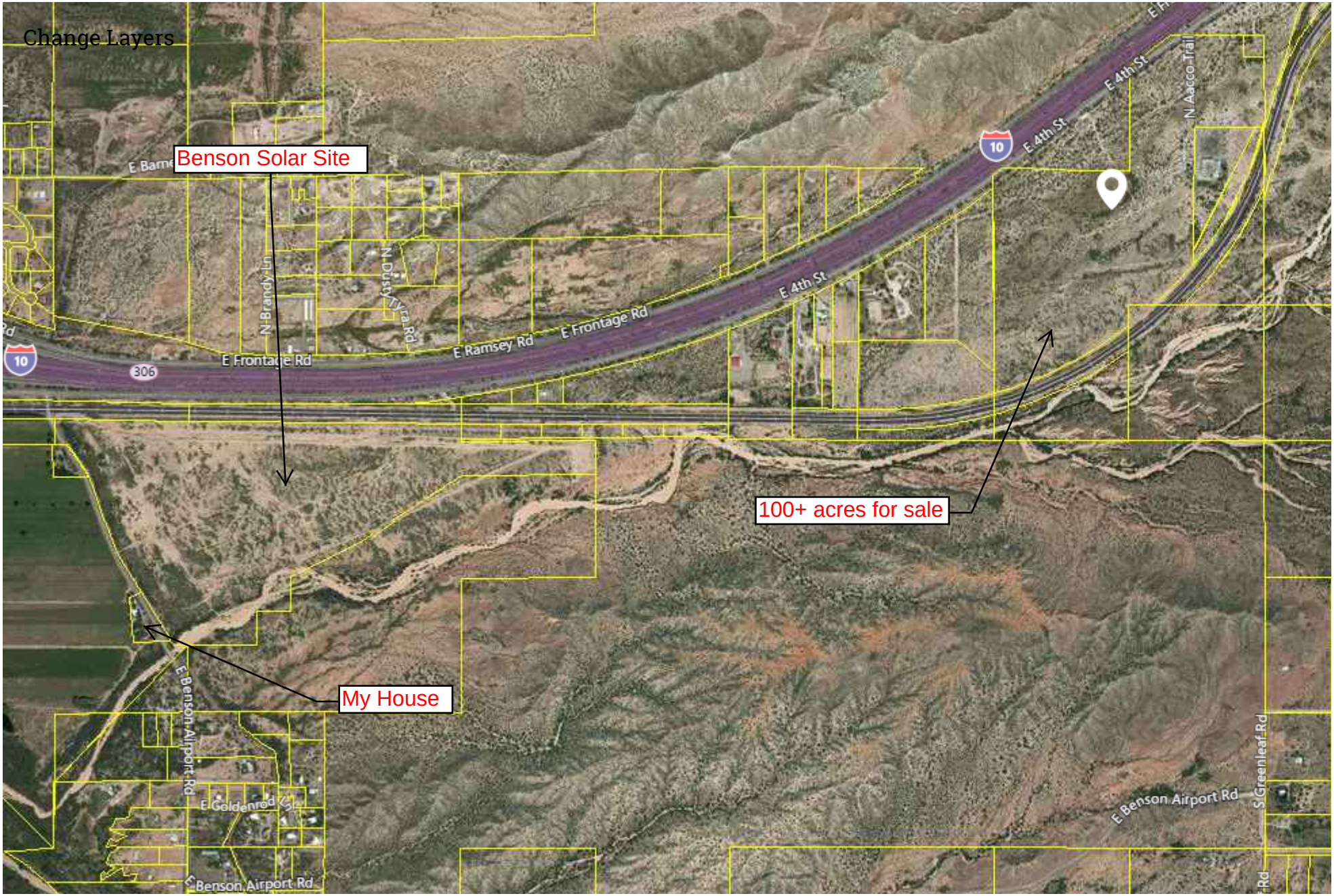
Alain Hartmann

HARTMANN
COMMERCIAL REAL ESTATE

7459 E Broadway Blvd
Tucson, AZ 85710
Tel: 520-332-6000
Fax: 520-290-5757
Cel: 520-870-1030
alain@hcreinc.com

CRS Data

Map for Parcel Address: No Address Available Benson, AZ 85602 **Parcel ID:** 120-02-003A





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HARTMANN
COMMERCIAL REAL ESTATE

FOR SALE
VACANT COMMERCIAL LAND

103 + Acres

Benson, Arizona

Parcels : 120-02-003A

Zoning: RU-4 (Cochise County)

Price: $566,500 ($5,500 / Acre)

Utilities: Electric to lot line; deep well with strong capacity (100+ gpm) on site, install septic.

Terms: Cash;

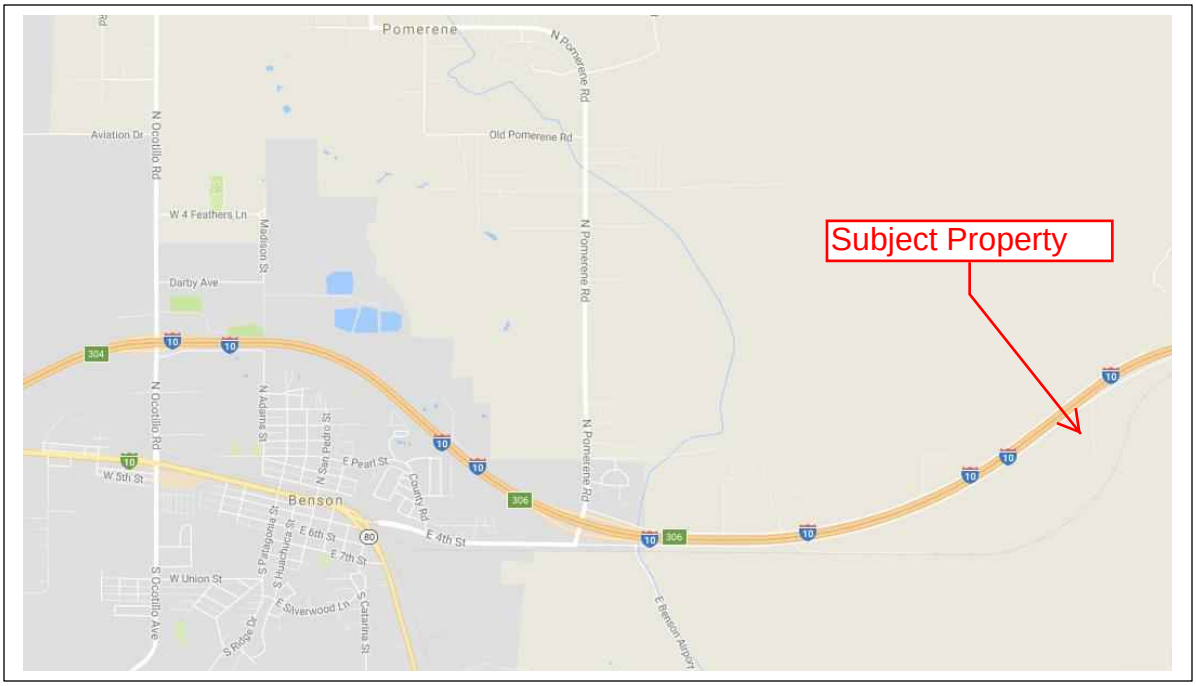
Comments: Flat land on I-10 paved frontage road adjacent to electric transmission station. Ideal for **solar farm**, **grape production** or **large lot housing** project.



FOR MORE INFORMATION PLEASE CONTACT:

Alain Hartmann
Designated Broker
520.870-1030
alain@hcreinc.com

7459 E. Broadway • Tucson, Arizona 85710
W: 520.332.6000 • C: 520.870.1030 • F: 520.290.5757


Pomerene
N Pomerene Rd
Old Pomerene Rd
Aviation Dr
N Ocotillo Rd
W 4 Feathers Ln
Madison St
Darby Ave
304
10
N Adams St
S Pardo St
E Pearl St
W 5th St
Benson
Courts Rd
306
E 4th St
S Patagonia St
S Huachuca St
E 6th St
E 7th St
80
W Union St
E Silverwood Ln
S Ridge Dr
S Ocotillo Ave
S Cabeza St
E Benson Airport
Subject Property


Flowing Wells
Foothills
Cascabel
Tanque Verde
Tucson
Saguaro National Park East
Mica Mountain
South Tucson
10
19
Drexel Heights
Drexel-Alvernon
Littletown
RITA RANCH
Summit
Subject Property
Vail
Pomerene
Benson
Sahuarita
East Sahuarita
Corona De Tucson
Santa Rita Foothills
St David
83

Well Registry Information

Registration Number 55- **909771**

General | Construction | Status | Owner | Driller | Pump Data

Well Construction Information

Well Depth (ft)	700	Water Level (ft bls)	136		
Casing Depth (ft)	700	Casing Diameter (in)	7	Casing Type	P - STEEL - PERFORATED OR SLOTTED CASING

Well Data

No. of Holes	1	Irrigated Acres	Acre Ft Annum	Intended Capacity (GPM)

Pump Completion Report

Tested Capacity(GPM)	Pump Capacity(GPM)	Draw Down (ft)
Pump Type	Power Type	Method of Discharge

Place of Use

Township	N/S	1/2 T	Range	E/W	1/2 R	Section	160 Acre	40 Acre	10 Acre	Cadastral

No records to display.

Well Registry is ADWR's well database containing reported information on well status, location and construction.

e

Telephone Log

Date: April 27, 2018
Caller: Mark Frapp, Owner AZ Storage 4U, LLC
Person Called: Krista Dearing, Tetra Tech, Inc.
Project: Benson Solar
Subject: Input on proposed Benson Solar Project

Mr. Mark Frapp, owner of AZ Storage 4U, LLC located at 1628 E. Ramsey Road, Benson, AZ called Krista Dearing, Tetra Tech project manager in response to the TBD neighborhood letter he received regarding the announcement of the proposed Benson Solar facility located at the former Benson airport site.

Mr. Frapp indicated that he was very supportive of the project as he would like to see the area produce more renewable energy.

350 Indiana Street, Suite 500, Golden, Colorado 80404
Tel 303.217.5700 Fax 303.980.3539
www.tetratech.com

APPENDIX B

LEASE AGREEMENT AND TITLE REPORT

OPTION TO PURCHASE AGREEMENT
-AND-
PURCHASE AND SALE AGREEMENT

THIS OPTION AGREEMENT (the "Option Agreement") is made and entered into effective as of this 28th day of October, 2016 ("Execution Date"), by and between **SOUTH ALVERNON WAY, LLC**, an Arizona limited liability company (the "Seller"), and **SOVENTIX-BENSON LLC**, a Delaware Limited Liability Company, and/or its successor or assigns (the "Purchaser") (Seller and Purchaser, collectively, the "Parties").

W I T N E S S E T H :

WHEREAS, Seller is the owner of that certain property located in Benson, County of Cochise, State of Arizona, which is described on Exhibit "A" attached hereto (the "Seller Owned Tract"); and

WHEREAS, Seller has agreed to grant to Purchaser an option to purchase the Seller Owned Tract consisting of 135.4 acres pursuant to the terms of this Option Agreement.

WHEREAS, Purchaser and Seller desire to be bound be the terms of this Purchase and Sale Agreement in the event that Purchaser exercises Purchaser's Option as set forth in the Option Agreement between the Parties executed on the date herewith.

NOW THEREFORE, Subject to the terms and conditions of this Agreement, and for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration to it in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. OPTION TO PURCHASE AGREEMENT

1. Grant of Option. Seller does hereby give, grant and convey unto Purchaser the sole and exclusive right, privilege and option (hereinafter called the "Option") of purchasing, in its entirety, the Seller Owned Tract from Seller for the purchase price and on the terms and conditions hereinafter set forth.

2. Pre-Option Period and Option Earnest Money. Simultaneously with the execution of this Option Agreement, Purchaser will pay to Seller the sum of TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00) (the "Pre-Option Period Payment"), to pay for a Pre-Option period of six months commencing on the Execution Date (the "Pre-Option Period"), which payment must be made at the time of execution of this Option Agreement. The Pre-Option Period Payment is to be retained by Seller and shall be non-refundable to Purchaser for any reason. Purchaser shall have the absolute right to terminate this Option Agreement on or before the expiration of the Pre-Option Period for any or no reason in Purchaser's sole discretion by providing written notice of such election to Seller 24 hours before the expiration of the Pre-Option Period. In the event that Purchaser fails to terminate this Option Agreement 24 hours before the expiration of the Pre-Option Period, then the Option Term (as defined below) will be deemed to have commenced at 12:00 AM on the day following the expiration of the Pre-Option Period (the "Option Period Commencement Date").

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3. Option Payments. Except in the event of a prior termination of this Agreement by Purchaser pursuant to its rights under Section 4(a) below, on or before five (5) business days following the Option Period Commencement Date and on each anniversary of the Option Period Commencement Date, Purchaser shall pay to Seller an Option and Access fee ("Option Fee") on an annual basis as follows:

a. Year One Option Fee: $30,000.00 payable in advance for the twelve (12) months commencing from the end of the Pre-Option Period as set forth in paragraph 2 of this Agreement.
b. Year Two Option Fee: $30,000.00 payable in advance for the twelve (12) months commencing from the end of Year One of the Option Period.
c. Year Three Option Fee: $40,000.00 payable in advance for the twelve (12) months commencing from the end of Year Two of the Option Period.
d. Year Four Option Fee: $50,000.00 payable in advance for the twelve (12) months commencing from the end of Year Three of the Option Period.
e. Year Five Option Fee: $60,000.00 payable in advance for the twelve (12) months commencing from the end of Year Four of the Option Period.

The annual Option Fees will be due on or before five (5) business days following each option expiration date. In the event payment of any Option Fee is not made when due, a late fee of One Hundred Dollars ($100.00) per day will be charged for any payment made on or after six (6) business days following each option expiration date.

4. Option Term. The Option shall remain open and in full force and effect until five (5) years following the Option Period Commencement Date (said date, the "Expiration Date"; said period of time running from the Option Period Commencement Date to the Expiration Date being referred to herein as the "Option Term").

a. Notice of Termination of Option Term: If the Purchaser wishes to terminate the Option Agreement during the Option Term, Purchaser must provide written notice written mail in accordance with Section II paragraph 17 "Notices" to Seller of at least one hundred and twenty (120) days' notice before the next annual Option Fee is due.

b. Extension of Option Term: Upon written notice 120 days prior to the Expiration Date, Purchaser shall have at its sole and absolute discretion the right to extend the Option Term for two additional years and subject to the same terms provided in this Option Agreement. In the event that Purchaser elects to extend the Option Term, the Option Fee shall be as follows:
i. Year Six Option Fee: $70,000.00 payable in advance for the twelve (12) months commencing from the end of Year Five of the Option Period.
ii. Year Seven Option Fee: $80,000.00 payable in advance for the twelve (12) months commencing from the end of Year Six of the Option Period.

5. Exercise of Option. Purchaser may exercise the Option to purchase at any time during the Option Term, which Option shall be exercised by Purchaser delivering to Seller a written notice of its intention to exercise its Option granted hereunder. In the event Purchaser shall have exercised its Option granted hereunder, the purchase and sale of the Property contemplated by this Option Agreement shall be consummated in accordance with and subject to the other terms and conditions of this Option Agreement and the Purchase and Sale Agreement ("Agreement") below. In the event Purchaser shall fail to exercise this Option prior to the Expiration Date or earlier termination of the Option Term, the Initial Option Payment and any Yearly Option Payments already paid to Seller shall be the sole property of Seller and non-refundable to

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Purchaser.

6. Access and Development Activities. Purchaser or its representatives may enter upon the Property at any time commencing with the Execution Date and terminating upon the Option Expiration Date, if the Purchaser does not sooner exercise the Option, for the purposes of conducting any tests, inspections, or examinations that Purchaser desires in regard to the Property, including (but not by way of limitation) such tests, inspections, or examinations as Purchaser may request including, but not limited to, the environmental conditions of the Property, the physical condition of any improvements and mechanical and electrical systems, and any other activities that Purchaser may, in its sole an absolute discretion, determine are reasonably necessary, required, or related to its effort to obtain regulatory approvals, permits, studies, amendments, or public consultations required to achieve approval for its Project, with the exception of any permanent construction on the Property, and shall have the right to keep and maintain and store any vehicle(s) or equipment or other items Purchaser deems necessary or incidental to any of the above. Purchaser shall indemnify and hold Seller harmless from any claims, actions, losses, costs, liabilities, expenses or damages resulting directly or indirectly from any tests, inspections, examinations, or any actions on the Property by Purchaser, the representatives of Purchaser. Purchaser must show proof of insurance of a value of two (2) million dollars before the execution of the Option Agreement.

7. Sale and Purchase. In the event that Purchaser shall have exercised the Option granted hereunder, then, subject to and upon the terms and conditions of this Agreement, Seller shall sell the Property to Purchaser and Purchaser shall purchase the Property from Seller in accordance with the terms of the Purchase and Sale Agreement ("PSA") as set forth in Section II of this Agreement, which PSA shall be and become effective without any further act or signature on behalf of either party upon the exercise of the Option by Purchaser in accordance herewith. In the event Purchaser shall not exercise the Option on or before the Expiration Date or Purchaser fails to deposit any required Yearly Option Payment (on or before 5 days following written notice from Seller of such failure to deposit the Yearly Option Payment), this Agreement shall be deemed terminated and of no further force and effect and the annual Option Fee then due and owning must be paid to Seller for failure to give written notice of termination as specified above in Section 4(a), provided however that in no event shall Purchaser be obligated or required to pay to Seller any amount in excess of the Annual Option fee due and owing by reason of Purchaser's failure to terminate the Option Term in accordance with Section I, paragraph 4(a).

8. Representations. Notwithstanding the fact that Purchaser has not yet exercised the Option, Seller hereby represents and warrants to Purchaser that the covenants, representations and warranties set forth in Section II paragraph 4 of the Agreement are true, correct and complete as of the date hereof with respect to the whole of the Seller Owned Tract (i.e., for the purpose of this representation and warranty, the term "Seller Owned Tract" shall be substituted for the term "Property" in such representations and warranties as contained in Section II paragraph 4 of the Agreement).

9. Recording of Memorandum. Upon Purchaser's request the Parties shall execute a memorandum of Option Agreement sufficient to provide record notice of Purchaser's Option rights as to the Property in the public records in substantially the form as Exhibit 1, attached hereto and made a part hereof. Purchaser shall pay the costs and expense of recording of such memorandum. At such time, Purchaser and Seller shall also execute a Release of the Memorandum of Option Agreement which shall be held by Seller in escrow and which shall not be released/recorded unless and until the expiration or earlier termination of this Option Agreement.

10. Due Diligence. Purchaser shall have the right and privilege during the Pre-Option Period and, if applicable, the Option Period to enter upon the Seller Owned Tract for the purposes of conducting such reasonable due diligence as Purchaser elects.

11. Prior Agreement. The parties hereto acknowledge and agree that this Option Agreement supersedes and replaces all prior agreements between the parties. Accordingly, all signatories hereto acknowledge and agree that all prior signed option agreements shall be deemed void and of no further force or effect upon the full execution of this Option Agreement.

12. Municipal Property Taxes. Effective as of commencement of the Pre-Option Period, Purchaser shall reimburse Seller the total amount of municipal property tax due as determined by the county of Property paid by Seller during the Option Term within thirty (30) days of receipt from Seller of (a) a copy of the municipal property tax bill and (b) proof of payment of the same.

II. PURCHASE AND SALE AGREEMENT

1. PURCHASER'S OPTION. Upon the exercise by Purchaser of Purchaser's Option, this Agreement shall be and become effective without any further act on behalf of Seller or Purchaser. The effective date of this Agreement (the "Effective Date") shall be the date of Purchaser's delivery of notice to Seller of Purchaser's exercise of the Option, and each of the time periods set forth in this Agreement shall proceed from the Effective Date.

2. PURCHASE AND SALE. Subject to the terms and conditions of this Agreement, and for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration to it in hand paid, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller all of the following (collectively, the "Property"):

That certain real property located in the City Benson, County of Cochise, State of Arizona, as more particularly described on Exhibit "A" attached hereto and made a part hereof, including all right, title and interest of Seller, if any, in and to all adjacent streets, alleys, waterways, rightsofway, buildings, improvements, and structures, any strips or gores between the Property and adjacent properties, including all water and mineral rights, and all plants, shrubbery, trees, timber and all tenements, hereditaments, easements, access rights, and parking rights benefitting the Property.

3. PURCHASE PRICE. Subject to credits, adjustments and prorations for which provisions are hereinafter made in this Agreement, the total purchase price to be paid by Purchaser for the Property, and received and accepted by Seller, is ONE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS ($1,350,000.00). The Purchase Price shall be payable at Closing by wire transfer of immediately available funds to an account designated by the Escrow Agent, where the Escrow Company will be determined by the Seller.

4. COVENANTS, REPRESENTATIONS AND WARRANTIES OF SELLER. Seller hereby covenants, represents and warrants to Purchaser that the following facts are, as of the date hereof, and will be, as of the date of Closing, true and correct:

a. To Seller's knowledge, there are no violations of any governmental laws, ordinances, rules, regulations or orders relating to pollution, safety, health, building, fire or zoning in connection with the Property.

b. There are no arrangements or contractual obligations or assessments of any kind, including service or operating contracts or commitments to any third party or governmental agency that would affect or impose any obligation on the Purchaser or the Property subsequent to the Closing Date.

c. Seller is the owner of fee simple title to the Property and has full right, power and authority to execute, deliver and carry out the terms and conditions of this Agreement and all other documents to be executed and delivered by Seller pursuant to or in connection with this Agreement. All requisite resolutions, corporation or partnership, and any other consents, necessary for the consummation by Seller of the transaction herein described, have been or will before Closing be duly adopted and obtained.

d. No person or entity has any right of first refusal or option to acquire the Property. There are no parties in possession or with any possessory rights, including licenses, in respect to the Property.

e. Seller shall not, without the prior written consent of Purchaser: (i) place any encumbrance on all of any portion of the Property; (ii) terminate, modify, alter or supplement any appurtenant easement or any of the Permitted Title Exceptions; (iii) engage in any transaction out of the ordinary course of business with respect to the Property or any portion thereof; (iv) transfer, assign, convey or sell all or any portion of the Property or any interest therein; (v) enter into any agreement (or amend any existing agreement) granting to any person any rights with respect to the Property, any portion thereof or any interest therein, other than Purchaser; or (vi) enter into any tenant leases without obtaining Purchaser's written consent.

f. There is no action or proceeding pending against Seller, or, to Seller's knowledge, any part of the Property, which, if determined adversely as to the Seller, Purchaser or the Property, would have a material adverse effect on the Property, and to the best of Seller's knowledge and belief, no such action is contemplated or threatened by any party.

g. Seller has not received any written notice of and has no knowledge of the issuance of any notice in respect to a requirement by any agency of any governmental agency or by any other person or entity that the Property requires any actions, including cleanup or removal regarding any hazardous waste, hazardous material or any other substance regulated by any state or Federal environmental laws. To the best knowledge and belief of Seller, the issuance of such a notice is not threatened or contemplated by any such agency or other person or entity. To Seller's knowledge, there are no buried materials on the Property and the Property has not been used for the purposes of storing, manufacturing or dumping and does not contain any hazardous waste or hazardous substances as defined in Federal Comprehensive Environmental Response Compensation and Liability Act of 1980 as amended or any other environmental protection laws.

h. To Seller's knowledge, there is no existing, proposed or contemplated plan to widen, modify or realign any street or highway adjoining the Property which would affect access

thereto, or any existing proposed or contemplated eminent domain proceeding that would affect the Property in any way whatsoever.

i. Seller has no knowledge of any non-monetary restrictions or encumbrances affecting the Property which would hinder or preclude the development of the Property as a solar energy facility.

j. Except as otherwise disclosed in this Agreement, Seller has not received notice of any actions, suits or proceedings at law or in equity, or before any governmental or administrative agency, which affect or concern the Property or its ability to transfer the Property.

k. Seller is duly organized, validly existing, and in good standing under the laws of the State of Arizona, where it was formed, and is duly qualified to transact business in the State of Arizona.

l. Seller has full power and authority to execute, deliver and perform its obligations under this Agreement.

m. The individual(s) executing this Agreement on behalf of Seller has full authority to do so.

Except as set forth in this Section II paragraph 4 and otherwise in this Agreement, the Property is being sold "As-Is", "where-is".

5. ADDITIONAL DOCUMENTS AND INFORMATION. Within five (5) business days after the Effective Date of this Agreement, Seller shall deliver to Purchaser the following documents and items (the "Additional Documents and Information") to the extent in Seller's possession:

a Copies of all surveys (including any existing survey), site plans, title reports, title insurance policies, including copies of exceptions in the title policies, environmental reports or studies, wetlands studies, engineering or similar types of reports, and architectural and engineering drawings relating to the Property, as well as copies of all information in Seller's possession addressing survey, soil, geological or environmental condition of the Property.

b Copies of all contracts, permits, pleadings or other documents related to litigation, if any, or other agreements in Seller's possession affecting or otherwise related to the Property; copies of all real estate tax bills for the three (3) years preceding the Effective Date of this Agreement, if available; and evidence of any development entitlements and approvals applicable to the Property from the appropriate governmental authorities.

6. SELLER'S OBLIGATIONS. Between the date hereof and Closing, Seller shall have the following obligations:

a. Seller shall cooperate, at no out of pocket monetary cost to Seller, with Purchaser in obtaining any consents or other similar approvals necessary or appropriate to allow Purchaser to consummate this transaction.

b. Seller agrees to and shall execute all documents and undertake all reasonable actions, at no out of pocket monetary cost to Seller, in connection with any permitting or

authorizations related to Property, including appearing at any public meetings, if necessary, or hearings in relation thereto. Seller specifically acknowledges that local governmental authorities may require certain documents or applications related to Purchaser's development of the Property be submitted in Seller's name and Seller hereby concurs and agrees to reasonably cooperate by signing and submitting such documents as required.

7. CONDITIONS PRECEDENT TO PURCHASER'S PERFORMANCE. Purchaser shall not be obligated to perform under this Agreement unless each of the following conditions shall have been fulfilled at Closing:

a. Seller shall have timely performed its obligations under this Agreement in all material respects.

b. As of the Closing Date, Seller's representations and warranties shall be true, correct and complete in all material respects.

8. DUE DILIGENCE.

a. Examination of the Property. Purchaser shall have the privilege, during the existence of this Agreement, of going upon the Property to inspect, examine, survey and make engineering, environmental, or landscaping tests or such other studies or surveys which it may deem necessary in its sole discretion regarding the Property and the development thereof. Should anyone attempt to file a lien against the Property by reason of the Purchaser's activities, the Purchaser shall have the same canceled and discharged of record within thirty (30) days after Purchaser receives notice thereof. In the event Purchaser shall fail or refuse to cancel or discharge such lien, Seller may do so at Purchaser's cost and expense. Purchaser hereby indemnifies and agrees to hold Seller harmless from and against any and all liens, liabilities, claims, actions, damages, costs, and expenses and against any and all claims for death or injury to persons or damage to properties arising out of or as a result of Purchaser's or its agents or contractors or other representatives or their employees going upon the Property pursuant to the provisions of this Paragraph or otherwise. This obligation to indemnify and hold Seller harmless shall survive the Closing and any termination of this Agreement. Purchaser shall promptly restore the Property to its condition on the date hereof to the extent practicable after all such tests or surveys, with Purchaser's obligation so to restore to survive any termination of this Agreement. Purchaser shall also be permitted to examine all records, real estate tax assessment information and all other information pertaining to the Property which is in the possession or control of Seller.

Financing Contingency. Purchaser and Seller each acknowledge and understand that Purchaser's obligations to proceed with this transaction is contingent upon Purchaser's receipt of a final, approved and firm commitment from a lender of Purchaser's choosing at rates and terms acceptable to Purchaser in Purchaser's sole discretion (said commitment, "Loan Approval"). Purchaser agrees to diligently pursue Loan Approval. If Purchaser is unable to obtain a written Loan Approval within 60 days after Purchaser exercises the Option, and if Purchaser so notifies Seller, or Seller's attorney, in writing on said date, this this Agreement shall be null and void.

b. Utility Availability. Notwithstanding anything contained herein to the contrary, if at or prior to Closing, any utility company or governmental entity takes any action, including any moratorium, that results in the non-availability (including the lack of sufficient pressures or capacities) to the Property at Closing of any utility necessary for the development thereof, then Purchaser may terminate this Agreement, whereupon this Agreement shall be of no further force and effect.

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9. TITLE AND SURVEY.

a. Title Commitment. Within ninety (90) days after the Effective Date hereof, Purchaser shall obtain and provide to Seller an ALTA standard form of Commitment for Owner's Title Insurance listing Purchaser as the named insured (the "Title Commitment") issued by a title company of Purchaser's choosing ("Title Insurer"), setting forth the state of title to the Property and all exceptions, including easements, deed restrictions, other restrictions, rightsofway, covenants, reservations, and other conditions, if any, affecting the Property which would appear in an Owner's Title Policy, if issued, and a certificate from the Title Insurer, indicating the amount, if any (or if none, so stating), of any real estate taxes attributable to the Property including, without limitation, taxes arising by virtue of any special use valuations affecting the Property.

b. Survey. Purchaser may, in Purchaser's discretion and at Purchaser's cost, obtain an ALTA survey of the Property (the "Survey").

c. Title Objections and Permitted Exceptions. In the event any exceptions appear in such Title Commitment or title documents or in the Survey that are unacceptable to Purchaser ("Purchaser's Objections"), then Purchaser shall notify Seller in writing of such fact on or before the expiration of the Inspection Period. Seller shall use its best efforts to eliminate or modify such unacceptable exceptions to the reasonable satisfaction of Purchaser. In addition, Seller shall be obligated to remove at or prior to Closing, all mortgages, deeds of trust or other liens or encumbrances which encumber the Property. Seller covenants and agrees that it shall not, without the prior written consent of Purchaser, permit any encumbrances to be filed against the Property following the Effective Date hereof. Purchaser reserves the right to object, on or before the Closing Date, to any new matter shown in an updated title commitment, revised survey, updated title search, or any other new matter (hereinafter, "New Matter") of title not included in the Title Commitment or not shown on the Survey at the time Purchaser delivers Purchaser's Objections to Seller. In the event that such New Matter is not cured by Seller for any or no reason, Purchaser shall be entitled to terminate this Agreement. Any exceptions to title to which Purchaser does not object on or before Closing and any matter objected to but not cured by Seller and which Purchaser elects to accept shall be deemed to be "Permitted Exceptions."

10. CLOSING. The Closing shall take place at the offices of Title Insurer, or such other location as may be determined by Seller, on a date selected by Purchaser by written notice to Seller, which date shall be on or before thirty (30) days following the date upon which Purchaser receives Loan Approval (the "Closing Date"). To the extent possible, the parties agree to cooperate to close the transaction by mail through the Title Insurer. Seller shall deliver possession of the Property to Purchaser at Closing.

a. At Closing, Seller shall deliver to Purchaser the following items, which items shall be in form and substance reasonably satisfactory to Purchaser:

i. A Warranty Deed in recordable form conveying good and marketable fee simple title to the Property, subject only to the Permitted Title Exceptions;

ii. an affidavit duly executed on behalf of Seller to the effect that Seller is not a foreign person under Section 1445(b) of the United States Internal Revenue Code;

iii. an owner's title affidavit duly executed on behalf of Seller with respect to the Property in form and substance sufficient to permit the issuance of an owner's title insurance

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policy insuring Purchaser's title to the Property without exception for mechanics' liens, materialmen's liens, broker's liens or any other liens, restrictions or title exceptions other than the Permitted Title Exceptions

iv. all other documents (if any) required pursuant to other provisions of this Agreement to be executed and delivered by Seller;

v. documentation acknowledging that the individual executing this Agreement and other agreements on behalf of Seller is authorized to do so;

vi. All pro-rations shall be based on the Close of Escrow date. Closing costs shall be divided between Buyer and Seller as deemed customary in Pima County, Arizona.

vii. such other instruments and documents as may be reasonably necessary in order to carry out the Closing of the purchase and sale of the Property and to comply with the tax and other laws of the State of Connecticut and the United States of America; and

viii. Any other items or documents affecting the conveyance and sale of the Property which may be reasonably requested by the Purchaser or the Title Insurer to satisfy the Seller's requirements and the "standard exceptions" as set forth in the Title Commitment.

b. Purchaser shall deliver to Seller:

i. The Purchase Price provided for in Section II paragraph 3 herein.

ii. Any other items or documents affecting the conveyance and sale of the Property which may be reasonably requested by Seller or the Title Insurer.

11. COSTS PAID AT CLOSING. Seller shall pay the cost of Seller's counsel, the cost of preparing the deed, transfer tax (if any), document taxes, all charges for the preparation and recordation of any releases or instruments required to clear Seller's title for conveyance in accordance with the provisions of this Agreement, and one-half (1/2) of any Closing escrow fee charged by the Title Insurer. Purchaser will pay the cost of Purchaser's counsel, the cost of any survey or survey update, recording fees, all charges for the recordation of the instruments conveying title to the Property, and one-half (1/2) of any Closing escrow fee charged by the Title Insurer. All other costs, including the cost of an Owner's policy of title insurance shall be paid according to the custom of the locality where the Property is located.

12. PRORATIONS. All items of income and expense attributable to the Property, including all ad valorem taxes for the then current year, and other proratable items of income or expense shall be prorated at the Closing, effective as of 11:59 p.m. of the day of the Closing Date. Seller shall pay any taxes and subsequent assessments, if any, for prior years due to changes in land usage or ownership, including any rollback taxes. If the Closing Date occurs before the ad valorem tax rate is fixed for the then current year, the apportionment of taxes shall be on the basis of the tax rate for the preceding year applied to the latest assessed valuation, such proration to be adjusted following Closing upon determination of the final tax amount (after appeal if appealed).

13. CONDEMNATION. If, prior to Closing, the Property or part thereof is subject to an eminent domain or condemnation proceeding, Seller, immediately upon learning thereof, shall give written notice to Purchaser. Thereafter, Purchaser shall have a period of thirty (30) days

within which to elect, by written notice to Seller, to terminate the Agreement. In the event of such termination on or before Closing the Agreement shall become null and void. If no such election is timely made, Purchaser shall be deemed to have waived its rights under this paragraph, except that, if the transaction contemplated hereby closes, Purchaser shall be entitled to the proceeds or the right to negotiate, settle and collect the proceeds of such condemnation award, and Seller shall execute and deliver all documents reasonably requested of Seller in order to effectuate this section.

14. RISK OF LOSS. Seller assumes all risks and liability for loss, damage, destruction or injury by fire, storm, accident or any other casualty to the Property from all causes until the Closing has been consummated. In the event of any material damage or destruction prior to Closing, Purchaser shall have the option exercisable by written notice to Seller within thirty (30) days after Purchaser is notified of such casualty, to terminate this Agreement by notice thereof to Seller, in which case the parties shall have no further rights or obligations under the Agreement and, in the event of such termination on or before Closing; or Purchaser may elect to close this transaction and, in such event Purchaser shall be entitled to receive the full amount of any proceeds of such insurance payable on account of loss, damage or destruction after the date hereof and Seller shall be liable for the payment to Purchaser of all deductibles under applicable insurance policies. Seller covenants to execute such assignments, drafts and other instruments as may be required to effectuate this section.

15. REMEDIES UPON DEFAULT.

a. Seller Default. If the purchase and sale hereunder are not closed by reason of Seller's default hereunder, Purchaser shall have all rights at law or in equity, including, but not limited to, the right to (i) specific performance of this Agreement or (ii) terminate this Agreement.

16. BROKERAGE. The parties hereto acknowledge that Volk Company represents the Seller solely in this transaction. Seller agrees to pay a commission to Volk Company as follows:

(a) upon receipt by Seller of any Option Payment(s) from Purchaser, Seller shall pay a commission in an amount equal to six percent (6%) of said Option Payment(s); and

(b) if but only if, the transaction contemplated herein is closed, Seller shall expressly provide in the escrow instructions for payment of a commission to Volk Company in cash as a condition to close of escrow in an amount equal to six percent (6%) of the accepted gross sales price received by Seller from Purchaser.

Although Volk Company may perform certain ministerial acts for the Purchaser, such as showing property, preparing and conveying offers and contracts, providing information and administrative assistance, Volk Company represents the Seller only and not the Purchaser in this transaction. Purchaser hereby expressly acknowledges and agrees that (i) Volk Company shall, for all purposes hereunder or at law or in equity, be acting as the sole agent of Seller and (ii) no dual agency shall be deemed to exist or to have been created by any of Volk Company's actions, statements, warranties or representations (whether verbal or written), or by any omission thereof, so that under no circumstances shall Volk Company ever be deemed in any way to be the agent of Purchaser in connection with the sale of the Property to Purchaser pursuant to the terms and provisions of this Purchase and Sale Agreement.

17. MISCELLANEOUS.

Assignment. Purchaser shall obtain Seller's consent, which such consent shall not be unreasonably withheld, prior to assigning Purchaser's rights in this Agreement; provided, however, Purchaser may assign Purchaser's rights in this Agreement to an affiliated entity of Purchaser without the consent of Seller.

Notices. Any notice, consent, approval, waiver, and election which any party shall be required or permitted to make or give under this contract shall be in writing and shall be deemed to have been sufficiently made or given if delivered by hand, courier, telecopier, certified mail, or overnight delivery service (such as Federal Express or United Parcel Service), addressed to the respective parties at the addresses below:

TO SELLER:	South Alvernon Way, LLC C/O Mahmoud M. Vossough 6139 N. Pinchot Road Tucson, AZ 85750 [EMAIL]
With a copy to:	Volk Company Attn: Jeramy Price 2730 East Broadway Blvd., Suite 200 Tucson, AZ 85716 pricejeramy@gmail.com
TO PURCHASER:	Soventix USA, Inc. Attn: Michael Kendon 2375 E. Camelback Road, Suite 600 Phoenix, Arizona 85016 m.kendon@soventix.ca
With a copy to:	Richard Lewis Urban Thier & Federer, P.A. 595 Summer Street Stamford, CT 06901 lewis@urbanthier.com

Such notices shall be deemed received upon delivery when written and delivered by hand, by courier or by overnight delivery service. Refusal to accept, or inability to deliver because of changed address of which no written notice was given, shall be deemed receipt on the date of such refusal of delivery or inability to deliver.

Either party may, from time to time, change the address to which written notices shall be sent by like written notice given to the other party hereto, except that no party may change its

address to other than a street address. Any notice given that does *not* conform to this paragraph shall be effective only upon receipt and by the party receiving's consent to such notice constituting a valid notice.

Entire Agreement. This Agreement, with the exhibits attached hereto, constitutes the entire agreement between Seller and Purchaser, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the Property other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon Seller or Purchaser unless in writing and signed by both Seller and Purchaser.

Headings. The headings, captions, numbering system, etc., are inserted only as a matter of convenience and may not be considered at interpreting the provisions of the Agreement.

Assignment. Unless otherwise provided in this Agreement, Purchaser shall have the right to assign its interest in this Agreement to any person or entity and who assumes all of Purchaser's obligations and liabilities under this Agreement with approval by Seller; provided, however, that no such assignment shall be effective as to Seller until an executed counterpart of the instrument of assignment has been delivered to Seller.

Binding Effect. All of the provisions of this Agreement are hereby made binding upon the personal representatives, heirs, successors, and assigns of all parties hereto.

Time of Essence. Time is of the essence of this Agreement.

Unenforceable or Inapplicable Provisions. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.

Counterparts and Facsimile and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which is to be deemed an original, and all of which together shall constitute a single agreement. All references herein to any Attachment, Exhibit, Schedule, or other agreement, instrument or other document are to be deemed references to such Attachment, Schedule, or other agreement, instrument, or document as the same may be amended, modified, restated, supplemented, or replaced from time to time. Each party agrees that the execution and delivery of this Agreement and any documents required for Closing by facsimile or electronically shall have the same force and effect as delivery of original signatures and that each party may use such facsimile or electronic signatures as evidence of the execution and delivery of this Agreement and any documents required for Closing by the parties to the same extent that an original signature could be used.

Further Assurances. From and after the date of this Agreement, each of the parties shall, from time to time, at the request of the other party and without further consideration, do, execute and deliver, cause to be done, executed and delivered, all such further acts, things, documents and instruments as may be reasonably requested or required by either party to evidence and to give full force and effect to this Agreement and the sale and transfer of the Property contemplated hereby.

Joint Preparation. The parties acknowledge that each party and its counsel have participated in the negotiation and preparation of this Agreement. This Agreement shall be

construed without regard to any presumption or other rule requiring construction against the party causing the Agreement to be drafted.

Gender. All words and phrases used in this Agreement, including, without limitation, all defined words and phrases, regardless of the number or gender in which used, shall be deemed to include any other number or gender as may be reasonably required by the context. If Seller is designated in this Agreement to be more than one person, then, in such event, each person so designated shall be jointly and severally liable for all duties, obligations and liabilities of Seller.

Attorneys' Fees. In the event of any default or failure by a party to perform hereunder, and if the same is referred to an attorney for enforcement or if suit is brought hereon, the non-prevailing party shall pay the prevailing party's reasonable expenses and costs incurred, including, but not limited to, reasonable attorneys' fees.

Applicable Law, Place of Performance. This Agreement shall be construed under and in accordance with the laws of the state in which the Property is located.

Survival Clause. The representations, warranties and covenants contained herein shall not merge in the deed or any other document and shall survive the Closing.

Construction. The parties acknowledge that each party and its counsel have reviewed and approved this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

Business Days. If the final day of any period or any date of performance under this Agreement falls on a Saturday, Sunday or legal holiday, then the final day of the period or the date of performance shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, Purchaser and Seller have hereunto set their hands and seals as of the dates indicated below.

SELLER:

SOUTH ALVERNON WAY, LLC

By:_____ (L.S.)

Name: Mahmood M Dossaji

Its: member

Date of Execution: 11/1/2016

PURCHASER:

SOVENTIX-BENSON LLC, Inc., a Delaware Limited Liability Company

By:_____ (L.S.)

Name: Michael Kenson

Its: Authorised Signatory

Date of Execution: 28 October 2016

BROKER:

The undersigned is executing this document with regard to the provisions of Paragraph 16.

Volk Company

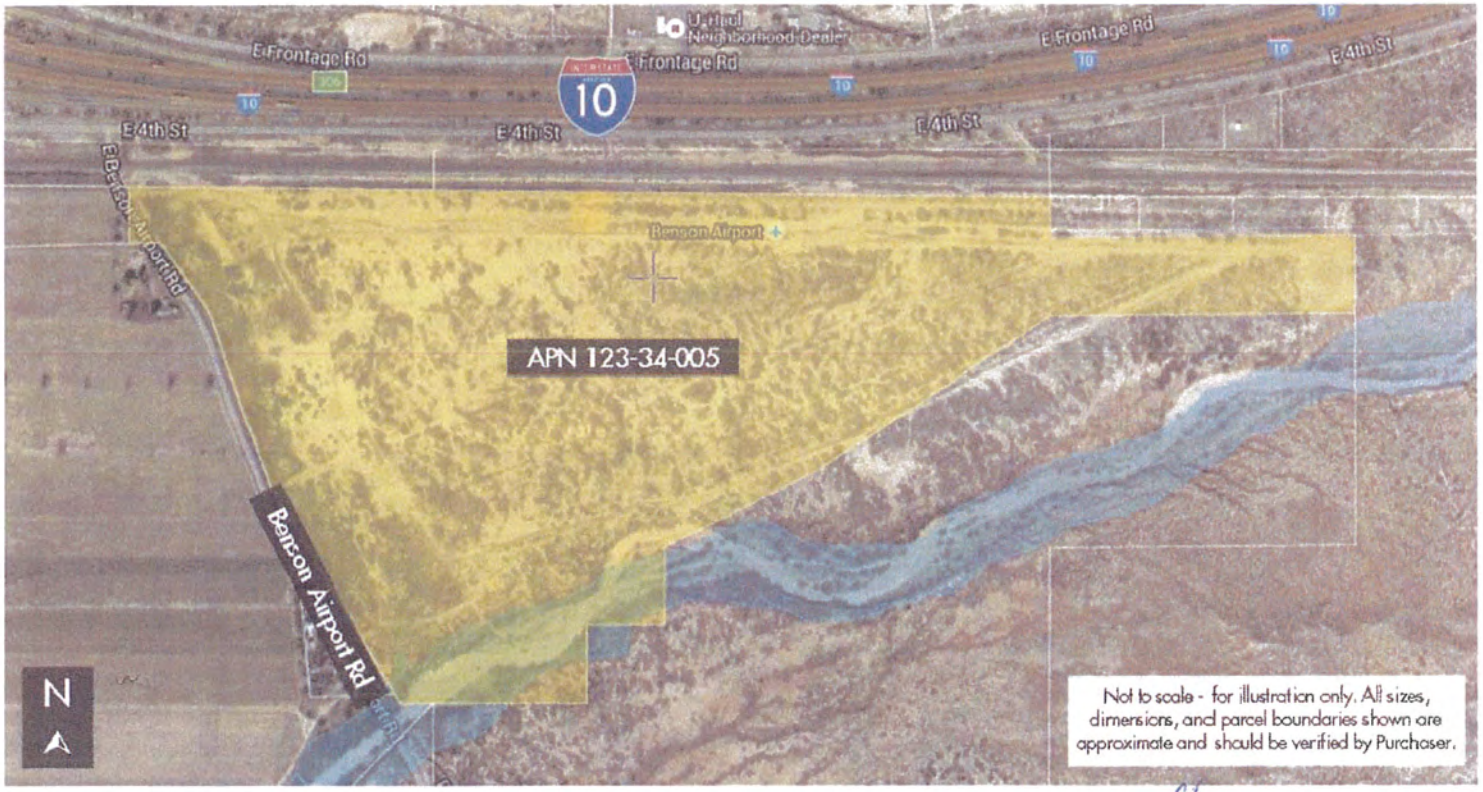
By_____

Name: Richard Volk

Date: 11/15/16

11/15/16

Exhibit A



7 NOV. 2016

11/14/16

Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

Fidelity National Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Fidelity National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

Natalie Bombardier

Authorized Signature

SEAL

By:

Randy Quirk, President

Attest:

Michael Gravelle, Secretary

Fidelity National Title Agency, Inc.
6245 E. Broadway Blvd Suite 180
Tucson, AZ 85711

SCHEDULE A

Title Officer: **Sean Barragan** Order No.: **52001346-052-52**
Escrow Officer: **Cochise Title Only** Reference No.: **Benson Airport**

1. Effective Date: **September 13, 2016** at 7:30 a.m.

2. Policy or Policies to be issued: Amount of Insurance:

   ALTA Extended Owners Policy (6-17-06) **$0.00**

   Proposed Insured:

   TO BE DETERMINED

   None **$0.00**

   Proposed Insured:

   None **$0.00**

   Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

   A FEE

4. Title to said estate or interest in said land is at the effective date hereof vested in:

   South Alvernon Way L.L.C., an Arizona limited liability company

5. The land referred to in this commitment is described as follows:

   See Exhibit A attached hereto and by reference made a part hereof.

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EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COCHISE, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Parcel I:

That portion of Section 14, Township 17 South, Range 20 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona, lying Easterly of the Pomerene Water Users Association Irrigation Canal as said Canal existed on July 15, 1946, more particularly described as follows:

BEGINNING at the Northeast corner of the Northeast quarter of the Northeast quarter of said Section 14;

Thence running West along the North section line of said Section 14, to the East side of said Pomerene Water Users Irrigation Canal as said canal existed on July 15, 1946;

Thence in a Southeasterly direction following the East side of said Canal to a point on the East section line of said Section 14 where the Canal crosses what is known as the Big Wash as said wash existed on July 15, 1946, which crosses the Southeast end of the Southeast quarter of the Northeast quarter of said Section 14;

Thence running North along the East section line of said Section 14, to the Point of Beginning.

Parcel II:

Those portions of Sections 11, 12 and 13 in Township 17 South, Range 20 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona, more particularly described as follows:

BEGINNING at the Southwest corner of the Southeast quarter of the Southeast quarter of said Section 11;

Thence East along the South line of said Section 11 to the Southeast corner of said section;

Thence South along the West line of Section 13 to the Southwest corner of the Northwest quarter of the Southwest quarter of the Northwest quarter of said Section 13;

Thence East along the South line of said Northwest quarter of the Southwest Quarter of the Northwest quarter of Section 13 to the Southeast corner of said Northwest quarter of the Southwest quarter of the Northwest quarter of said Section 13;

Thence North along the East line of said Northwest quarter of the Southwest quarter of the Northwest quarter of said Section 13 to the Southwest corner of the North half of the Northeast quarter of the Southwest quarter of the Northwest quarter of said Section 13;

Thence East along the South line of said North Half of the Northeast quarter of the Southwest Quarter of the Northwest quarter of said Section 13 to the Southeast corner of the Northwest quarter of the Northeast quarter of the Southwest quarter of the Northwest quarter of said Section 13;

Thence North along the East line of said Northwest quarter of the Northeast quarter of the Southwest quarter of the Northwest quarter of said Section 13 to the Northeast corner of said Northwest quarter of the Northeast Quarter of the Southwest Quarter of the Northwest quarter of said Section 13;

Thence in a Northeasterly direction to the Northeast corner of the Southwest quarter of the Southwest quarter of the Northeast quarter of the Northwest quarter of said Section 13;

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EXHIBIT A
(Continued)

Thence Northeasterly to the Southwest corner of the North half of the North half of the Northwest quarter of the Northeast quarter of said Section 13;

Thence East along the South line of said North half of the North Half of the Northwest quarter of the Northeast quarter of Section 13 to the Southeast corner of said North half of the North half of the Northwest quarter of the Northeast quarter of said Section 13;

Thence North along the East line of said Northwest quarter of the Northeast quarter of said Section 13 to the Northeast corner of said Northwest quarter of the Northeast quarter of said Section 13;

Thence West along the North line of said Section 13 to the Northwest corner of said Northwest quarter of the Northeast quarter of said Section 13;

Thence North along the East line of the Southwest quarter of Section 12, to a point in the South boundary line of the Southern Pacific Company right-of-way, as said right-of-way existed on January 20, 1948;

Thence Westerly along the South boundary line of said Southern Pacific Company right-of-way to a point on the West boundary line of the Southeast quarter of the Southeast quarter of said Section 11;

Thence South along the West line of said Southeast quarter of the Southeast quarter of said Section 11 to the Place of Beginning;

EXCEPT all oil, gas and minerals as reserved in Deed recorded in Docket 2, page 152, records of Cochise County, Arizona.

NOTE: A NEW LEGAL DESCRIPTION TO BE PROVIDED PURSUANT TO REQUIREMENT NO. 5.

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SCHEDULE B – Section I

REQUIREMENTS

The following are the requirements to be complied with:

1. Pay the agreed amounts for the interest in the Land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the Land and/or the mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.
5. The Company will require, for its review, an insurable legal description for the Land the subject of this transaction. If a survey is being furnished, the survey must be prepared by a licensed State of Arizona registered land surveyor.

   Note: The survey reading in Schedule B herein shows a deed overlap.

   The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
6. Furnish proof that any outstanding municipal and/or county tax assessments which are due have been paid current.
7. An inspection of said Land has been ordered; upon its completion the Company reserves the right to except additional items and/or make additional requirements.
8. Furnish a plat of a ALTA/NSPS Land Title Survey. If the owner of subject property is in possession of a current ALTA/NSPS Land Title Survey, this Company will require that said Survey be submitted for review and approval. Otherwise, a new survey, satisfactory to the Company, must be prepared by a registered land surveyor and supplied to the Company prior to the close of escrow. The Company reserves the right to except additional items and/or make additional requirements after review of such survey.

   Said Plat of Survey shall include the recommended certification and at the minimum, also have shown thereon Items 1, 2, 6 through 11, 16, 19, and 20 from Table A thereof.

   Note: If an ALTA 3.1 Zoning Endorsement is requested, Items 7a, 7b, 7c and 9 of Table A will also be required. The number and type of parking spaces must be shown on the survey. Property use information must also be provided to Fidelity National Title Insurance Company.
9. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

   Party(s): South Alvernon Way L.L.C., an Arizona limited liability company

   The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

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SCHEDULE B – Section I
(Continued)

10. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

    Limited Liability Company: South Alvernon Way L.L.C., an Arizona limited liability company

    a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member

    b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps

    c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member

    d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin

    e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

    The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

11. Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

    No names were furnished with the application. Please provide the name(s) of the buyers as soon as possible.

12. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

    Upon confirmation by the owner of no open Deeds of Trust or Mortgages encumbering the Land described herein, furnish the Company an owner's Affidavit of no open Deed of Trust(s).

13. Furnish for recordation a document to correct the following:

Document to be corrected:	Special Warranty Deed
Recording Date:	April 03, 2009
Recording No:	09-7718
Matter(s) to be corrected:	A new legal description is necessary to correct any Deed overlap(s) with adjoining property owner(s).

    The Company reserves the right to make additional requirements or add additional items or exceptions after review of the requested documentation.

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SCHEDULE B – Section I
(Continued)

14. Furnish for recordation a deed as set forth below:

Type of deed:	Warranty
Grantor(s):	South Alvernon Way L.L.C., an Arizona limited liability company
Grantee(s):	TO BE DETERMINED

Note: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

Tax Note:

Year:	2015
Tax Parcel No:	123-34-005
Total Tax:	$5,612.38
First Installment Amount:	$PAID
Second Installment Amount:	$PAID

END OF SCHEDULE B – SECTION I

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SCHEDULE B – SECTION II

EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

B. Exceptions and Exclusions from coverage which will appear in the policy or policies to be issued as set forth in Attachment One attached.

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the year 2016.

2. Water rights, claims or title to water, whether or not disclosed by the public records.

3. Reservations, exceptions and provisions contained in the patent and in the acts authorizing the issuance thereof.

4. The right of entry to prospect for, mine and remove the minerals excepted from the description of said Land in Schedule A.

5. Liabilities and obligations imposed upon said Land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes.

6. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

   Purpose: electric transmission facilities
   Recording No: Book 111 of Deeds, Page 313

   (Parcel II)

7. Matters shown on record of survey:

   Recording No.: Book 15, Page 28 (Surveys)

   (Parcels I and II)

8. Any facts, rights, interests, or claims which may exist or arise by reason of the following facts disclosed by survey, Job No. 05056-01, dated July 15, 2005 prepared by Stephen W. McLain.

   a) utility pole in NW corner and along the north line of Parcel I
   b) well, historical ruins and tank located in the NW corner of Parcel I
   c) historical ruins located in the middle of Parcel II
   d) old barbed wired fence located in the far west portion of Parcel II
   e) dirt roads throughout Parcels I and II
   f) deed overlap noted by surveyor in southerly most corner of subject property

   (Parcels I and II)

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SCHEDULE B – Section II
(Continued)

9. The effect of the document set forth below, which states that the Land is located within territory in the vicinity of a military airport and may be subject to increased noise and accident potential.

   Recording Date: December 24, 2008
   Recording No: 2008-32809

   (Parcels I and II)

10. Matters shown on record of survey:

    Recording No.: Book 44, Page 58 (Surveys)

    Affects: as set forth therein

11. Matters which may be disclosed by an inspection and/or by an updated and correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

12. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the Public Records.

END OF SCHEDULE B – SECTION II

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CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.*

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AMERICAN LAND TITLE ASSOCIATION

Fidelity National Title Agency, Inc.

DISCLOSURE NOTICES

Good Funds Law

Arizona Revised Statutes Section 6-843 regulates the disbursement of escrow funds by an escrow agent. The law requires that funds be deposited in the escrow agent's escrow account and available for withdrawal prior to disbursement. Funds deposited with the Company by wire transfer may be disbursed upon receipt. Funds deposited with the Company in the form of cashier's checks, certified checks or teller's checks, or checks which are made by an affiliate of a state or federally regulated depository institution when the check is drawn on that institution, may be disbursed the same day as deposited. If funds are deposited with the Company by other methods, recording and/or disbursement may be delayed.

PURCHASER DWELLING ACTIONS NOTICE

Pursuant to Arizona Revised Statutes Section 12-1363.N, notice is hereby provided to the purchaser of a dwelling of the provisions of Arizona Revised Statutes Sections 12-1361, 1362 and 1363. These statutory sections set forth the requirements to be met by a purchaser prior to bringing an action against the seller of a dwelling arising out of or related to the design, construction, condition or sale of the dwelling. "Dwelling" means a single or multifamily unit designed for residential use and common areas and improvements owned or maintained by an association or its members. "Seller" means any person, firm, partnership, corporation, association or other organization engaged in the business of designing, constructing or selling dwellings. The complete statutory sections can be viewed on the Arizona State Legislature's web site: www.azleg.state.az.us/ars/ars.htm.

NOTICE:

Pursuant to Arizona Revised Statutes 11-480, effective January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

1. Print must be ten-point type (pica) or larger.
2. Margins of at least one-half inch along the left and right sides one-half inch across the bottom and at least two inches on top for recording and return address information.
3. Each instrument shall be no larger than 8½ inches in width and 14 inches in length.

NOTICE:

Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

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FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE

At Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our" or "we"), we value the privacy of our customers. This Privacy Notice explains how we collect, use, and protect your information and explains the choices you have regarding that information. A summary of our privacy practices is below. We also encourage you to read the complete Privacy Notice following the summary.

Types of Information Collected. You may provide us with certain personal information, like your contact information, social security number (SSN), driver's license, other government ID numbers, and/or financial information. We may also receive information from your Internet browser, computer and/or mobile device.	**How Information is Collected.** We may collect personal information directly from you from applications, forms, or communications we receive from you, or from other sources on your behalf, in connection with our provision of products or services to you. We may also collect browsing information from your Internet browser, computer, mobile device or similar equipment. This browsing information is generic and reveals nothing personal about the user.
Use of Your Information. We may use your information to provide products and services to you (or someone on your behalf), to improve our products and services, and to communicate with you about our products and services. We do not give or sell your personal information to parties outside of FNF for their use to market their products or services to you.	**Security Of Your Information**. We utilize a combination of security technologies, procedures and safeguards to help protect your information from unauthorized access, use and/or disclosure. We communicate to our employees about the need to protect personal information.
Choices With Your Information. Your decision to submit personal information is entirely up to you. You can opt-out of certain disclosures or use of your information or choose to not provide any personal information to us.	**When We Share Information.** We may disclose your information to third parties providing you products and services on our behalf, law enforcement agencies or governmental authorities, as required by law, and to parties with whom you authorize us to share your information.
Information From Children. We do not knowingly collect information from children under the age of 13, and our websites are not intended to attract children.	**Privacy Outside the Website.** We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.
Access and Correction. If you desire to see the information collected about you and/or correct any inaccuracies, please contact us in the manner specified in this Privacy Notice.	**Do Not Track Disclosures.** We do not recognize "do not track" requests from Internet browsers and similar devices.
The California Online Privacy Protection Act. Certain FNF websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.	**International Use.** By providing us with your information, you consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.
Your Consent To This Privacy Notice. By submitting information to us and using our websites, you are accepting and agreeing to the terms of this Privacy Notice.	**Contact FNF.** If you have questions or wish to contact us regarding this Privacy Notice, please use the contact information provided at the end of this Privacy Notice.

FIDELITY NATIONAL FINANCIAL, INC.
PRIVACY NOTICE

FNF respects and is committed to protecting your privacy. We pledge to take reasonable steps to protect your Personal Information (as defined herein) and to ensure your information is used in compliance with this Privacy Notice.

This Privacy Notice is only in effect for information collected and/or owned by or on behalf of FNF, including collection through any FNF website or online services offered by FNF (collectively, the "Website"), as well as any information collected offline (e.g., paper documents). The provision of this Privacy Notice to you does not create any express or implied relationship, nor create any express or implied duty or other obligation, between FNF and you.

Types of Information Collected

We may collect two types of information: Personal Information and Browsing Information.

Personal Information. The types of personal information FNF collects may include, but are not limited to:

- contact information (*e.g.*, name, address, phone number, email address);
- social security number (SSN), driver's license, and other government ID numbers; and
- financial account or loan information.

Browsing Information. The types of browsing information FNF collects may include, but are not limited to:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language;
- browser type;
- domain name system requests;
- browsing history;
- number of clicks;
- hypertext transfer protocol headers; and
- application client and server banners.

How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative, whether electronic or paper;
- communications to us from you or others;
- information about your transactions with, or services performed by, us, our affiliates or others; and
- information from consumer or other reporting agencies and public records that we either obtain directly from those entities, or from our affiliates or others.

We may collect *Browsing Information* from you as follows:

- Browser Log Files. Our servers automatically log, collect and record certain Browsing Information about each visitor to the Website. The Browsing Information includes only generic information and reveals nothing personal about the user.
- Cookies. From time to time, FNF may send a "cookie" to your computer when you visit the Website. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit the Website again, the cookie allows the Website to recognize your computer, with the goal of providing an optimized user experience. Cookies may store user preferences and other information. You can choose not to accept cookies by changing the settings of your Internet browser. If you choose not to accept cookies, then some functions of the Website may not work as intended.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you, or to one or more third party service providers who are performing services on your behalf or in connection with a transaction involving you;
- To improve our products and services; and
- To communicate with you and to inform you about FNF's products and services.

When We Share Information

We may share your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information with certain individuals and companies, as permitted by law, without first obtaining your authorization. Such disclosures may include, without limitation, the following:

- to agents, representatives, or others to provide you with services or products you have requested, and to enable us to detect or prevent criminal activity, fraud, or material misrepresentation or nondisclosure;
- to third-party contractors or service providers who provide services or perform other functions on our behalf;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- to other parties authorized to receive the information in connection with services provided to you or a transaction involving you.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We make efforts to ensure third party contractors and service providers who provide services or perform functions on our behalf protect your information. We limit use of your information to the purposes for which the information was provided. We do not give or sell your information to third parties for their own direct marketing use.

We reserve the right to transfer your Personal Information, Browsing Information, as well as any other information, in connection with the sale or other disposition of all or part of the

FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of this information in connection with any of the above-described proceedings. We cannot and will not be responsible for any breach of security by any third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

Whether you submit your information to FNF is entirely up to you. If you decide not to submit your information, FNF may not be able to provide certain products or services to you. You may choose to prevent FNF from using your information under certain circumstances ("opt out"). You may opt out of receiving communications from us about our products and/or services.

Security And Retention Of Information

FNF is committed to protecting the information you share with us and utilizes a combination of security technologies, procedures and safeguards to help protect it from unauthorized access, use and/or disclosure. FNF trains its employees on privacy practices and on FNF's privacy and information security policies. FNF works hard to retain information related to you only as long as reasonably necessary for business and/or legal purposes.

Information From Children

The Website is meant for adults. The Website is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

Privacy Outside the Website

The Website may contain links to other websites, including links to websites of third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users

Because FNF's headquarters is located in the United States, we may transfer your Personal Information and/or Browsing Information to the United States. By using our website and providing us with your Personal Information and/or Browsing Information, you understand and consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.

Do Not Track Disclosures

Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

The California Online Privacy Protection Act

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer, including:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- security questions and answers; and
- IP address.

The information you submit is then transferred to your mortgage loan servicer by way of CCN. **The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.**

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Information, and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, contact your mortgage loan servicer.

Access and Correction

To access your Personal Information in the possession of FNF and correct any inaccuracies, please contact us by email at privacy@fnf.com or by mail at:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of information by FNF in compliance with this Privacy Notice. We reserve the right to make changes to this Privacy Notice. If we change this Privacy Notice, we will post the revised version on the Website.

Contact FNF

Please send questions and/or comments related to this Privacy Notice by email at privacy@fnf.com or by mail at:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

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EFFECTIVE AS OF APRIL 1, 2016

ATTACHMENT ONE (01-01-08)

AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
   - land use
   - improvements on the land
   - land division
   - environmental protection

   This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

   This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
   - a notice of exercising the right appears in the public records on the Policy Date
   - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and the expenses resulting from:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.
3. Title Risks:
   - that are created, allowed, or agreed to by you
   - that are known to you, but not to us, on the Policy Date—unless they appeared in the public records
   - that result in no loss to you
   - that first affect your title after the Policy Date—this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
   - to any land outside the area specifically described and referred to in Item 3 of Schedule A

     OR
   - in streets, alleys, or waterways that touch your land

   This exclusion does not limit the access coverage in Item 5 of Covered Title Risks

3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.
4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.

FORMERLY AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92) WITH A.L.T.A. ENDORSEMENT–FORM 1 COVERAGE EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:

(a) created, suffered, assumed or agreed to by the insured claimant;

(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

(c) resulting in no loss or damage to the insured claimant;

(d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.

4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.

5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.

7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:

(i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or

(ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine or equitable subordination; or

(iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:

(a) to timely record the instrument of transfer; or

(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;

   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

FORMERLY AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:

(a) created, suffered, assumed or agreed to by the insured claimant;

(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

(c) resulting in no loss or damage to the insured claimant;

(d) attaching or created subsequent to Date of Policy; or

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:

(i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or

(ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:

(a) to timely record the instrument of transfer; or

(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage Policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;

   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

ATTACHMENT ONE
(CONTINUED)

ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
   a. building
   b. zoning
   c. Land use
   d. improvements on Land
   e. land division
   f. environmental protection

   This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

   This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
   a. notice of exercising the right appears in the Public Records at the Policy Date; or
   b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records.
   b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date—this does not limit the coverage described in Covered Risk 7, 8.d., 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

   This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 14, 15, 16, and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 14:	1% of Policy Amount or $2,500.00 (whichever is less)	$10,000.00
Covered Risk 15:	1% of Policy Amount or $5,000.00 (whichever is less)	$25,000.00
Covered Risk 16:	1% of Policy Amount or $5,000.00 (whichever is less)	$25,000.00
Covered Risk 18:	1% of Policy Amount or $2,500.00 (whichever is less)	$5,000.00

ATTACHMENT ONE
(CONTINUED)

ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (01-01-08)
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
   a. building;
   b. zoning;
   c. land use;
   d. improvements on the Land;
   e. land division; and
   f. environmental protection.

   This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date—this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$10,000.00
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$25,000.00
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$25,000.00
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$5,000.00

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvements now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records a Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:

(a) created, suffered, assumed or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or

(e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.

5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth-in-lending law.

6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.

7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.

8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:

(a) The time of the advance; or

(b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.

9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

ATTACHMENT ONE
(CONTINUED)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (01-01-08)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;

or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) created, suffered, assumed or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

ZONING ORDINANCE 18-___

AMENDING CERTAIN ZONING DISTRICT BOUNDARIES FROM R-36 TO LI, PURSUANT TO THE APPLICATION OF SOVENTIX

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 Parcels 123-34-005, 123-28-006, 123-27-014, 123-35-001, 123-34-003C, 123-34-003D, 123-28-007, 123-27-024A, 123-30-046 were zoned as R-36; and

WHEREAS, the parcels are located in an area designated as Community Growth under the Comprehensive Plan; and

WHEREAS, the parcels are located in an area designated as Enterprise and Developing areas; and

WHEREAS, the parcels are located in an area of the adjacent to the City of Benson with similar land use designations; and

WHEREAS, the Applicant wishes to amend the zoning to LI and

WHEREAS, the Applicant wishes to construct a solar generating facility on parcel 123-34-005

WHEREAS, the requested zoning district is harmonious with existing parcels to the west; 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 Soventix; 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 Parcels 123-34-005, 123-28-006, 123-27-014, 123-35-001, 123-34-003C, 123-34-003D, 123-28-007, 123-27-024A, 123-30-046, as shown on the map attached to this Resolution as Exhibit A, is changed from R-36 to LI. The property is located at near the intersection of East 4th Street and Benson Airport Road, east of Benson, AZ. The property is further described as being in Section 14 of Township 17 South, Range 20 East of the G&SRB&M in Cochise County, Arizona. The Board of Supervisors approves Docket Z-18-07 subject to the following modification and 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; and
3. The Applicant shall work with right-of-way staff to dedicate additional right to the County.
4. The Applicant shall maintain the existing berm and vegetation located along the east side of Benson Airport Road.

Modification - The existing vegetation, berm and wash provide adequate screening and no additional solid screening or landscaping would be required.

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this 11th day of September, 2018

_____
Peggy Judd, Chair
Board of Supervisors

ATTEST:

_____
Arlethe Rios,
Clerk of the Board

APPROVED AS TO FORM:

_____
Elda Orduno,
Civil Deputy County Attorney

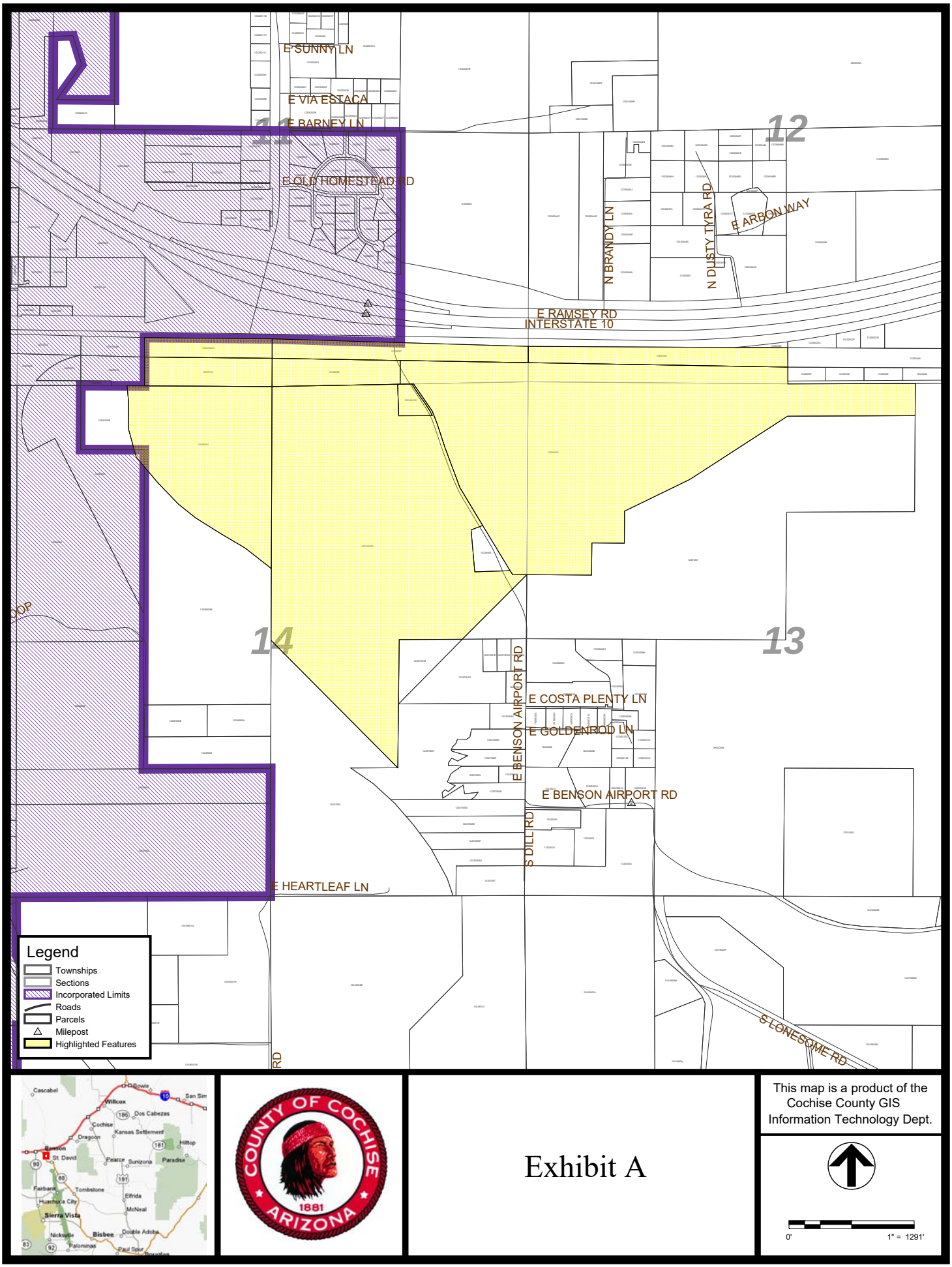


Exhibit A

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

0' 1" = 1291'

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Cochise County (\\cc-gis1\geodesy\Encompass\Admin\Metal\View.Mdb)

This document is a graphic representation of our working records.
Please report potential map corrections for review to Cochise County GIS.

COCHISE COUNTY

Z-18-07 (Soventix)
A request to rezone from R-36 to LI

Board of Supervisors

September 11, 2018

Public Programs…Personal Service

Docket Z-18-07 (Soventix)

- The Applicant is requesting rezoning from R-36 (Residential; one dwelling per 36,000 square feet) to LI (Light Industry) on multiple parcels totaling approximately 340 acres south and east of Benson City limits.

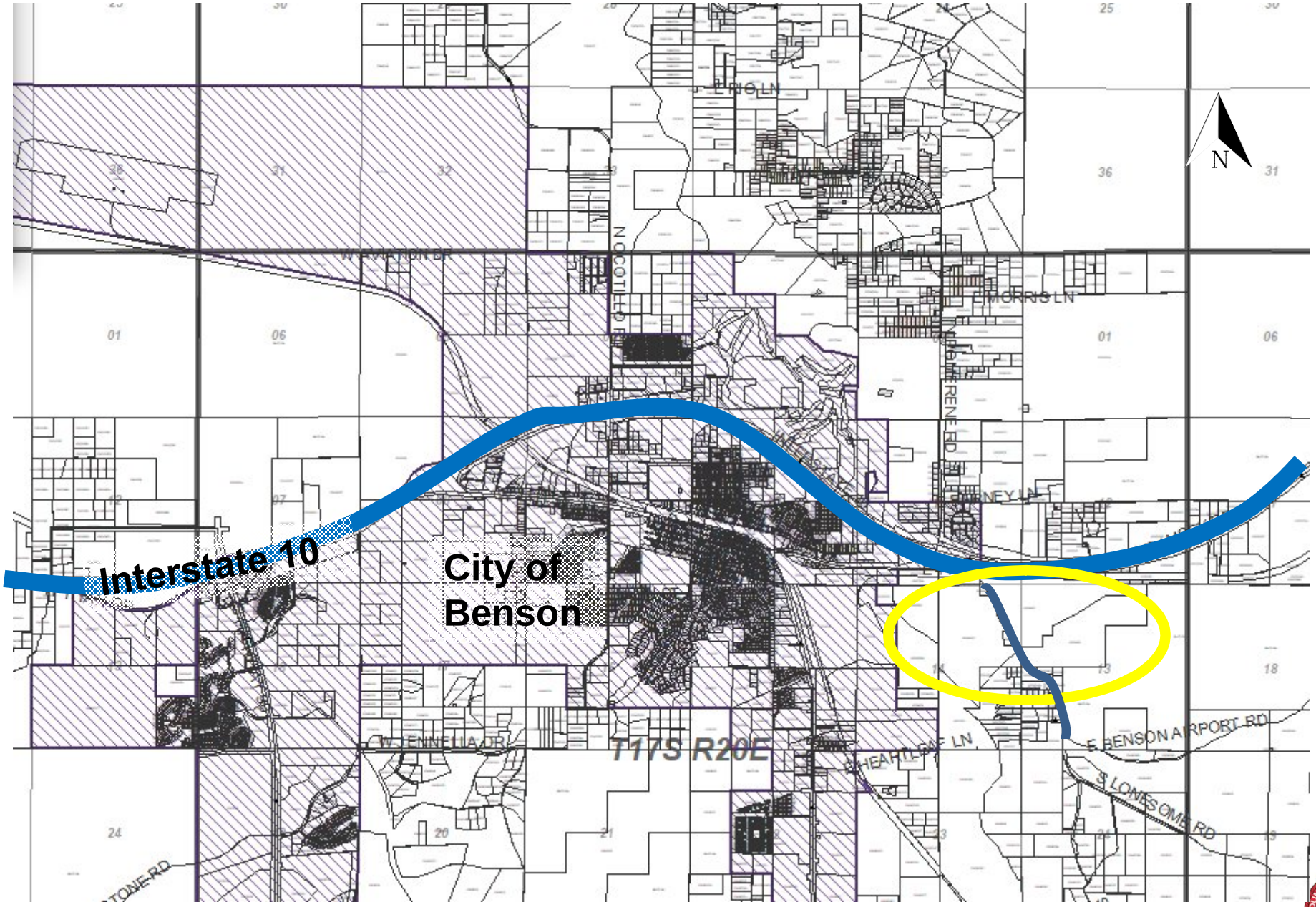
- The parcels are located South of East 4th Street and on both sides of Benson Airport Road.

- The east side of Benson Airport Road was the former airport and the West side is currently a farm

- The Applicant is Soventix.

COCHISE COUNTY

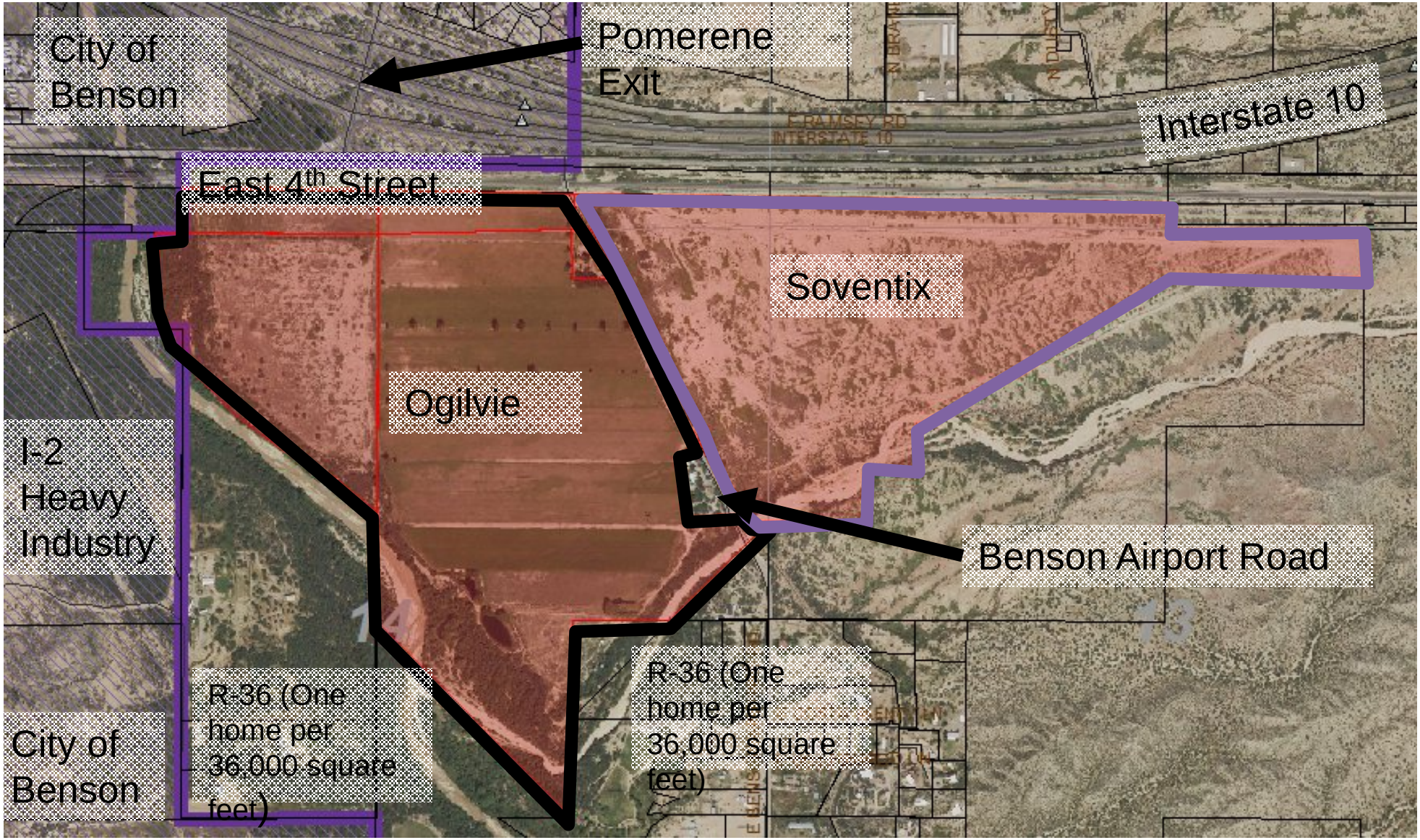
Location Map:



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COCHISE COUNTY

Location Map:



Parcel Size: ~135 acres

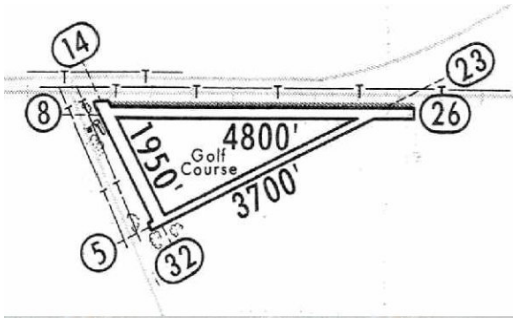
COCHISE COUNTY

Soventix Site:

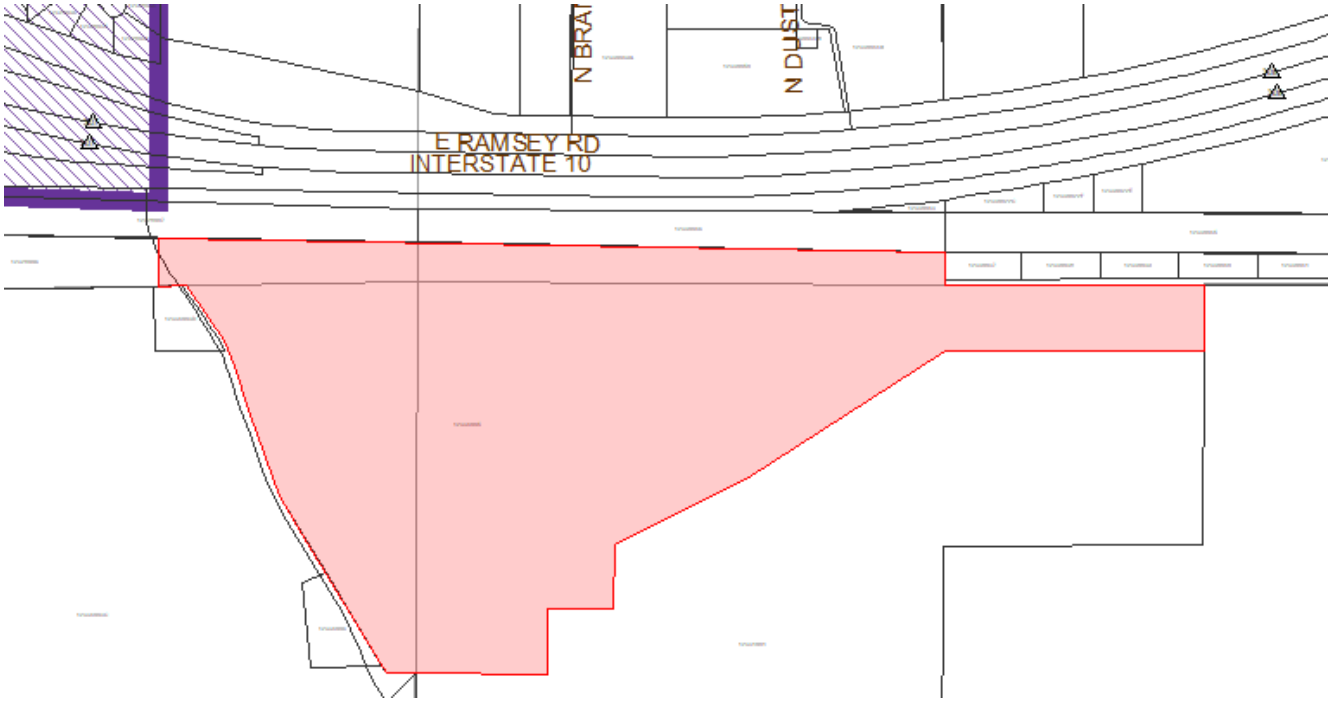
Current Zoning:	R-36 (Residential; one dwelling per 36,000 square feet)
Proposed Zoning:	LI (Light Industrial)
Growth Area:	B – Community Growth Area
Plan Designation:	Enterprise
Area Plan:	None
Existing Uses:	Vacant, Former Benson Airport
Proposed Uses:	Solar Energy Powerplant



USGS Topo Map, 1958



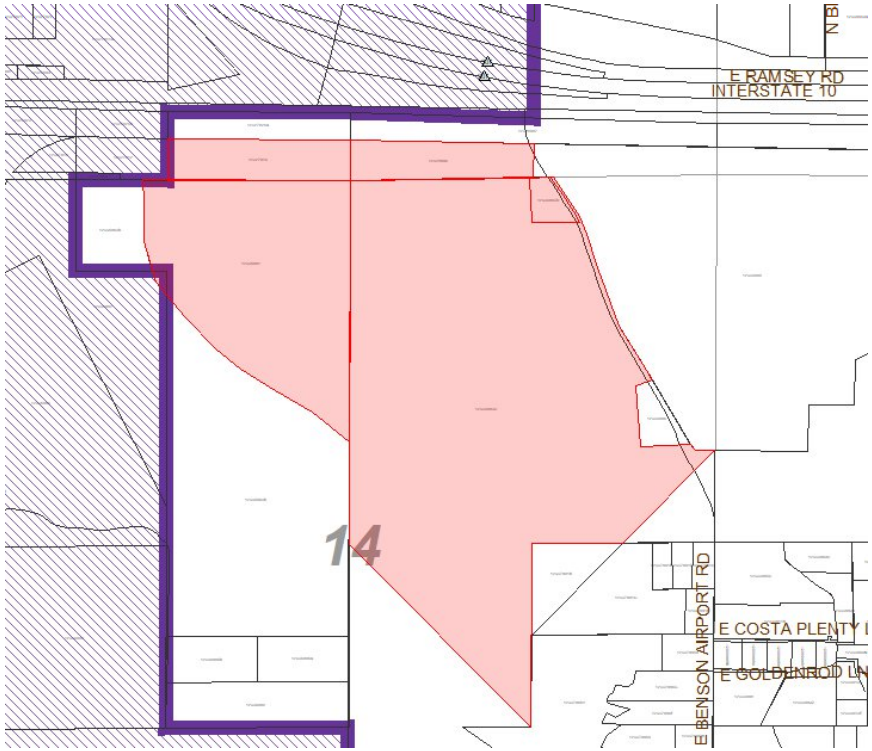
Jeppesen Airway Manual, 1964
(Chris Kennedy)



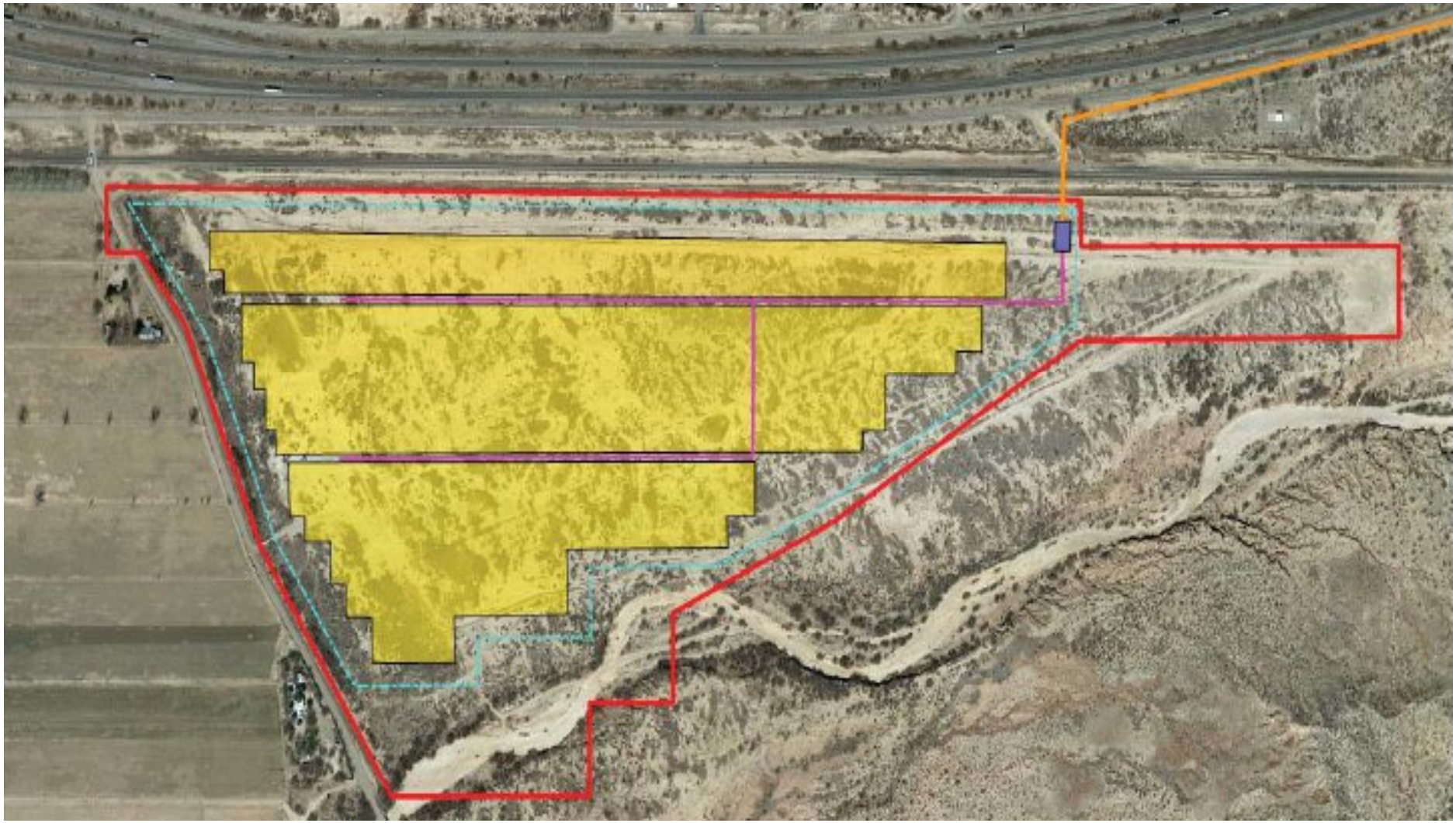
COCHISE COUNTY

Ogilvie Site:

Parcel Size:	~202 acres
Current Zoning:	R-36 (Residential; one dwelling per 36,000 square feet)
Proposed Zoning:	LI (Light Industrial)
Growth Area:	B – Community Growth Area
Plan Designation:	Developing
Area Plan:	None
Existing Uses:	Farm
Proposed Uses:	No changes proposed to use at this time.

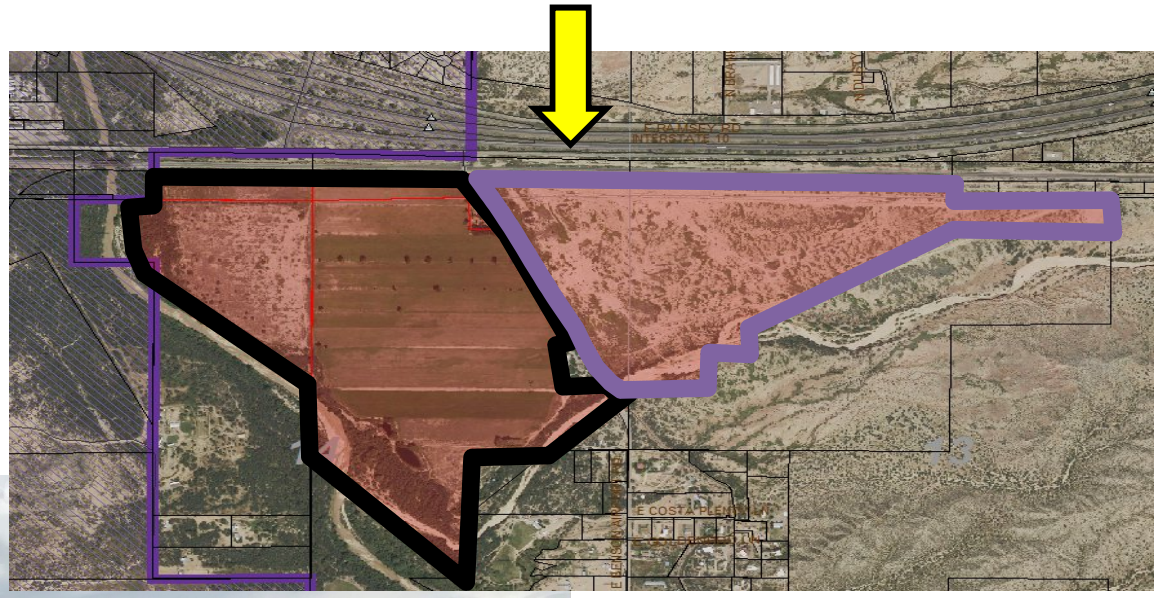


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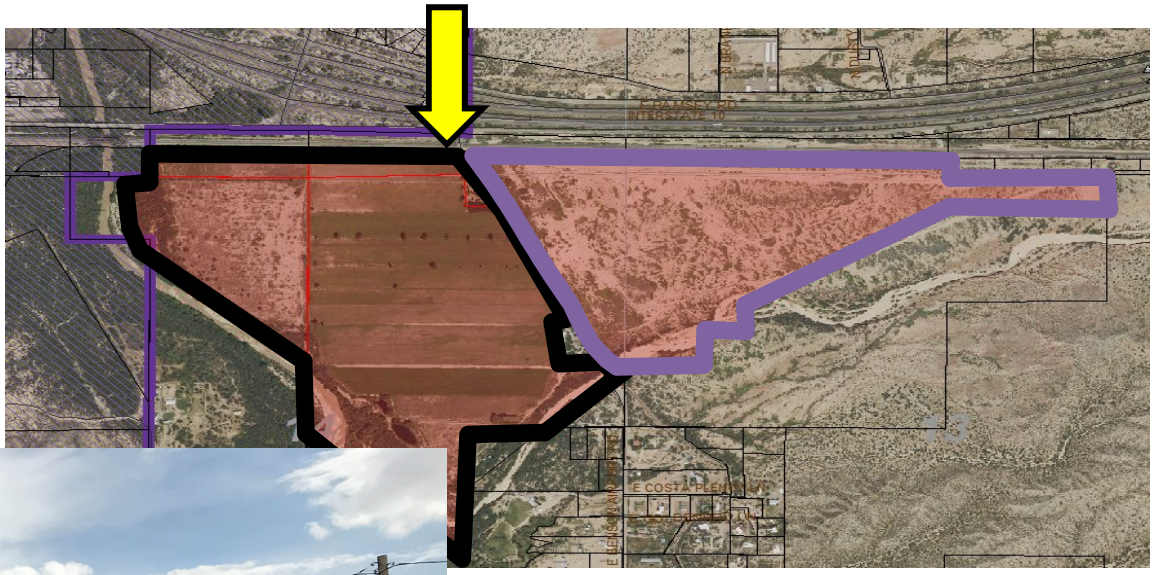
Site Photos





COCHISE COUNTY

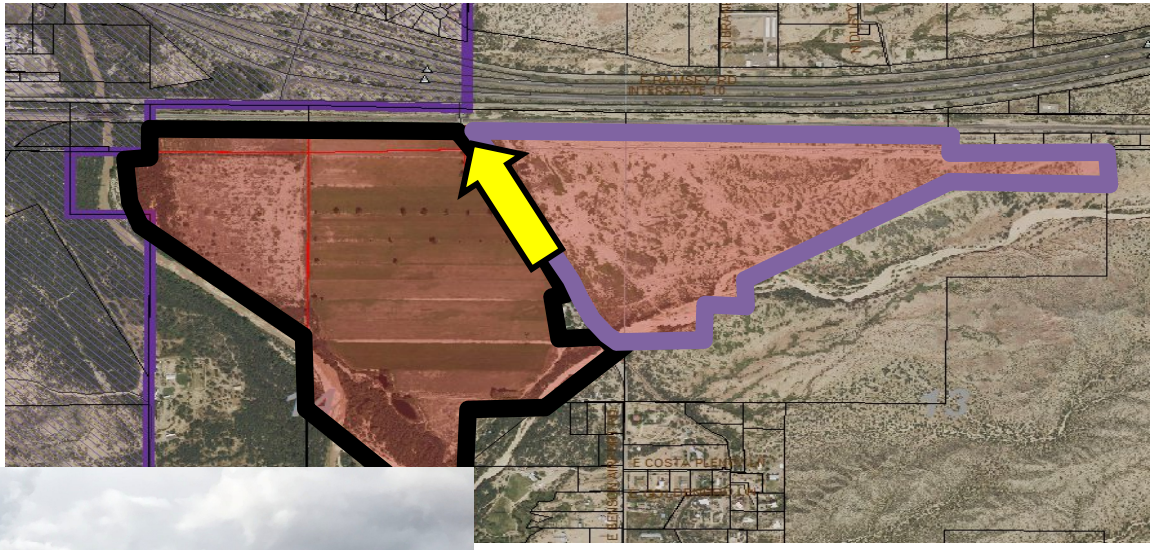
Site Photos





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Site Photos

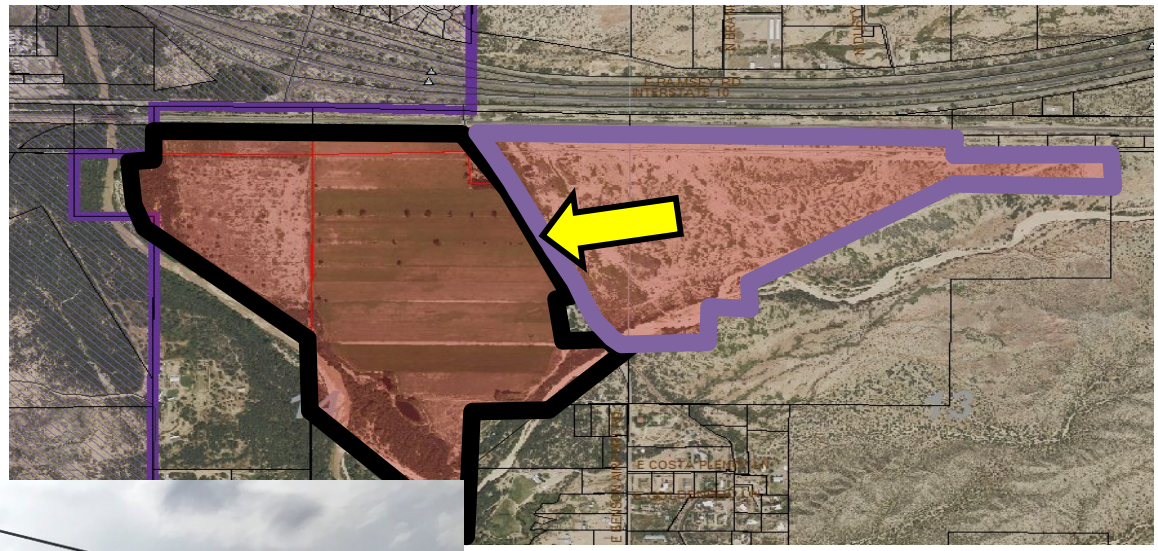




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COCHISE COUNTY

Site Photos

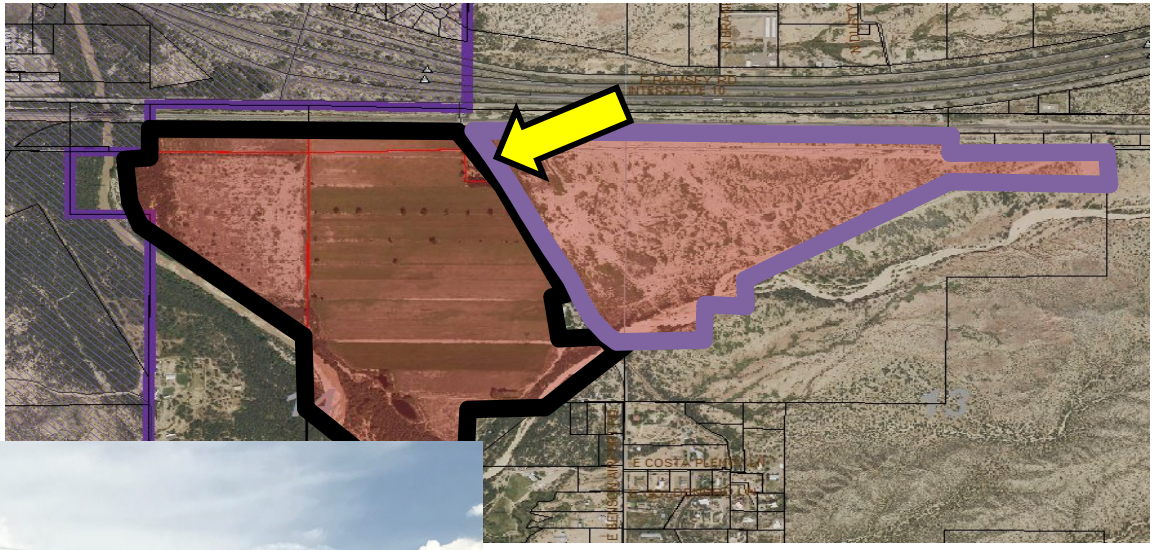




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COCHISE COUNTY

Site Photos

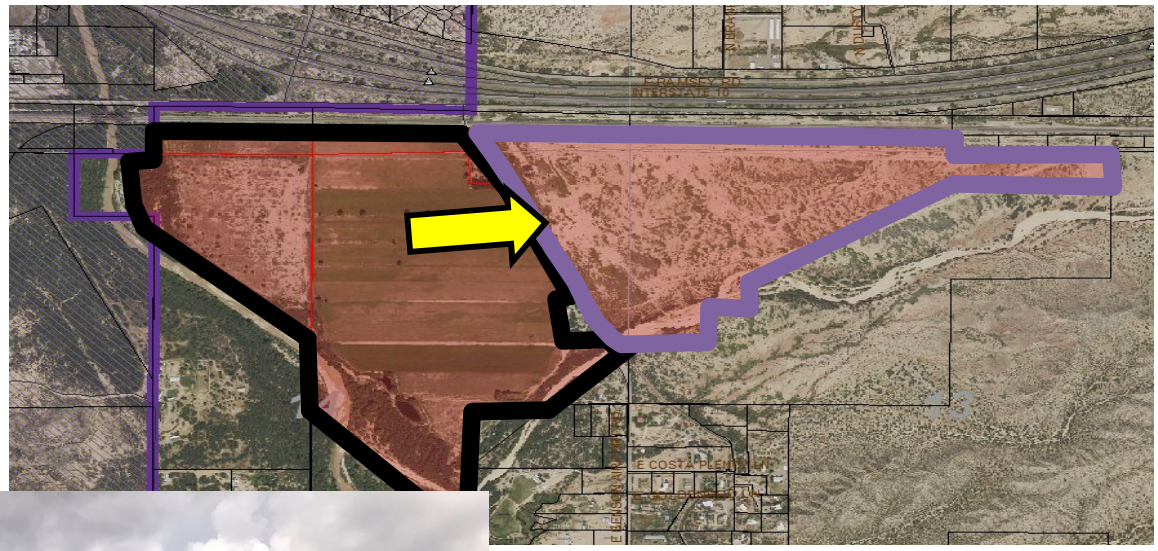




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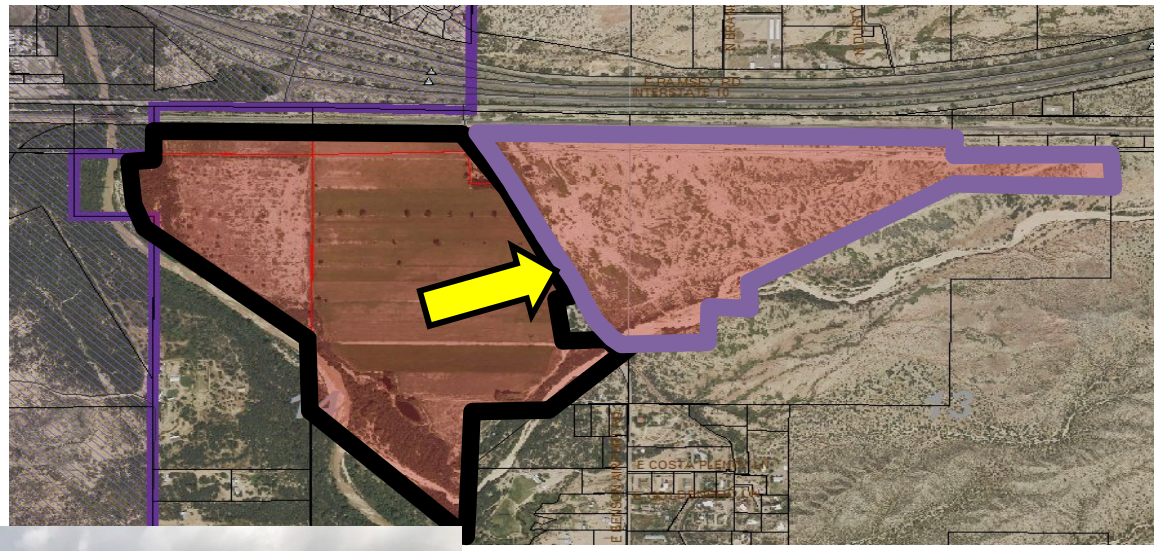
Site Photos





COCHISE COUNTY

Site Photos

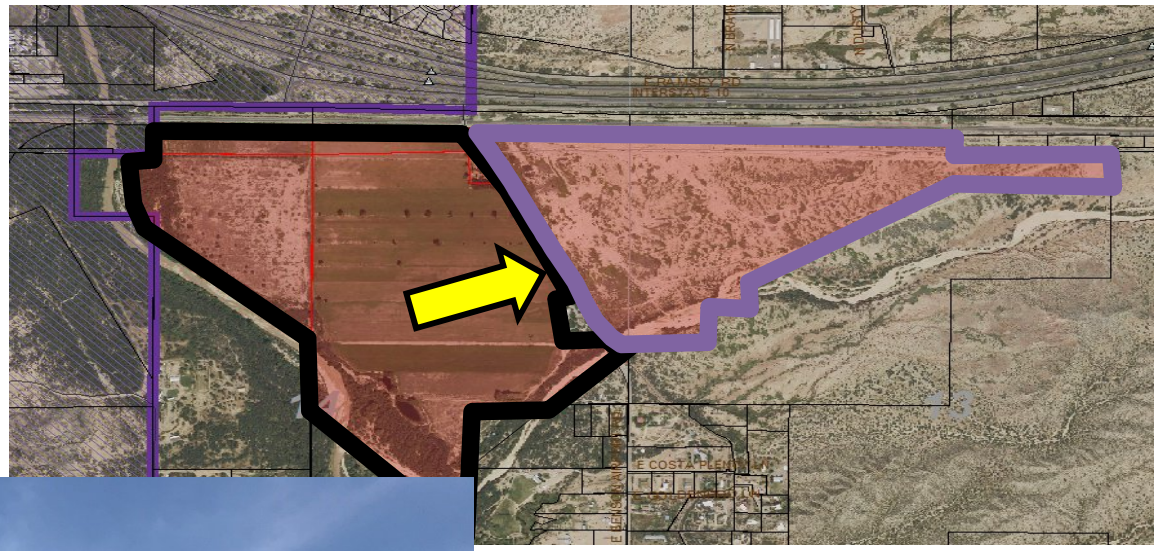




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COCHISE COUNTY

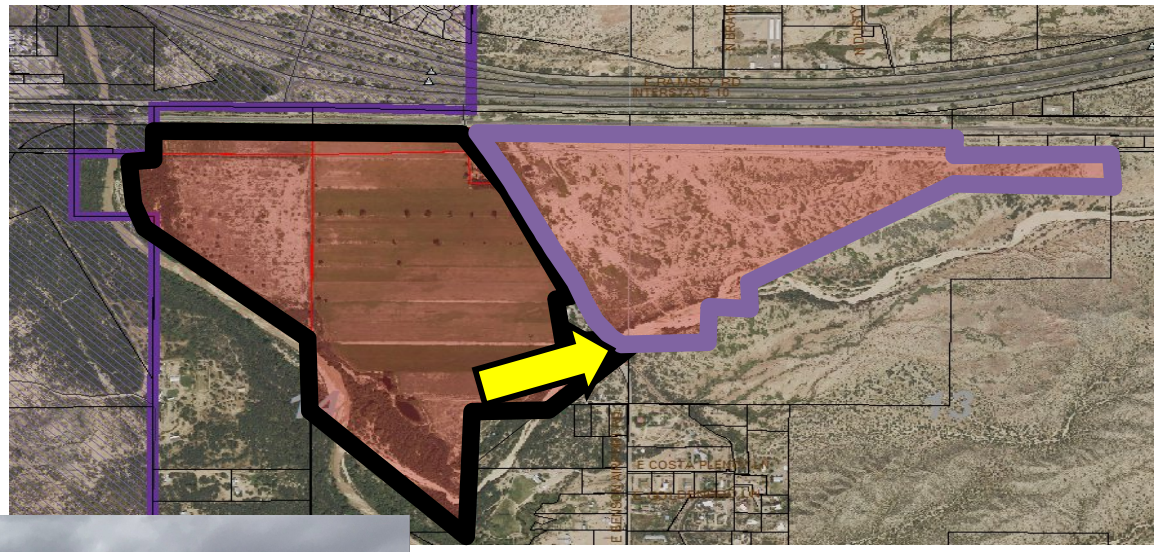
Site Photos





COCHISE COUNTY

Site Photos

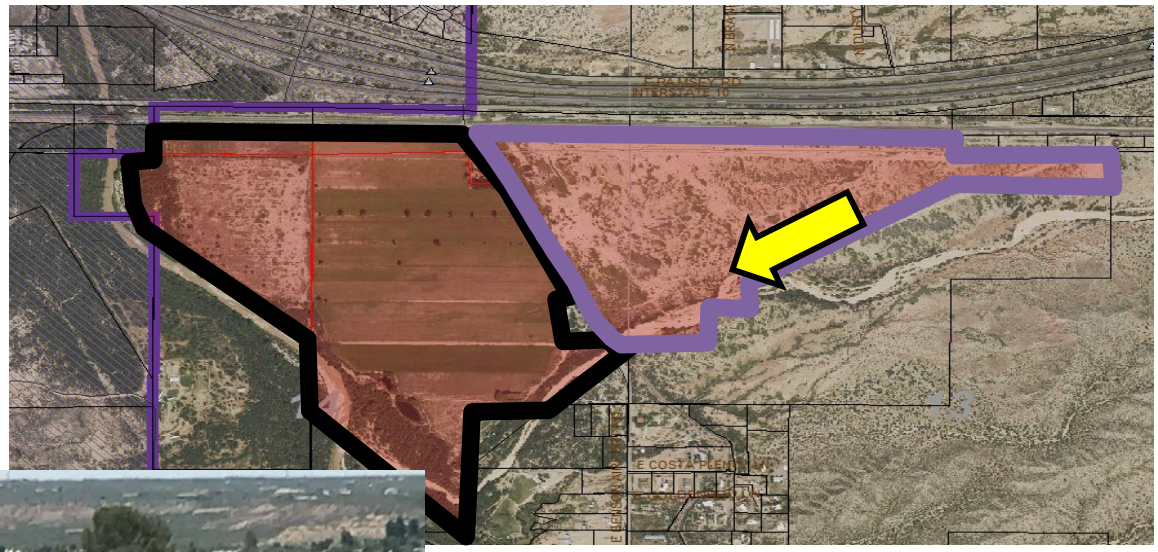




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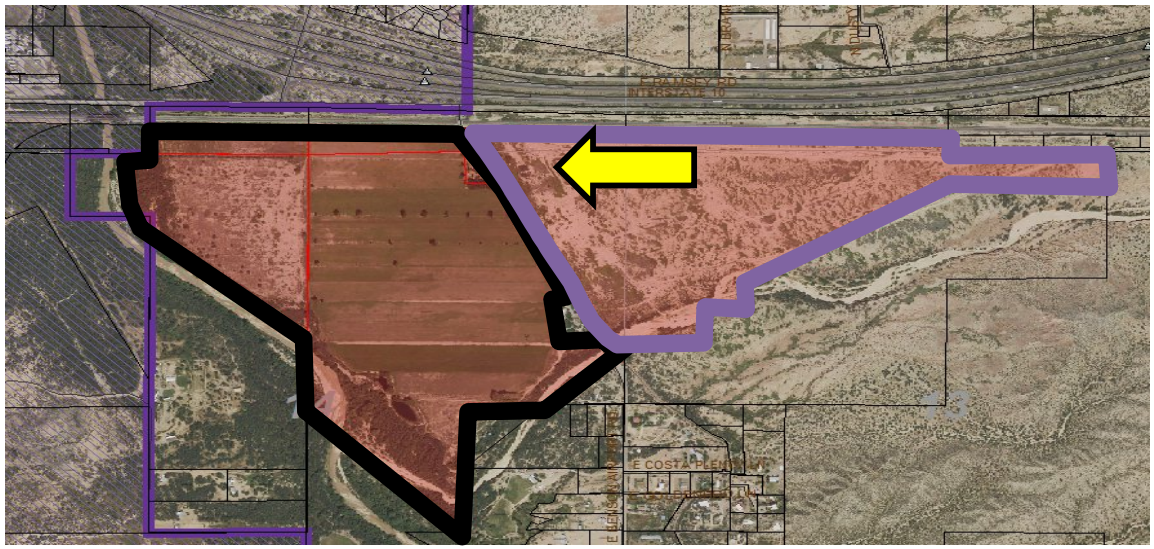
COCHISE COUNTY

Site Photos





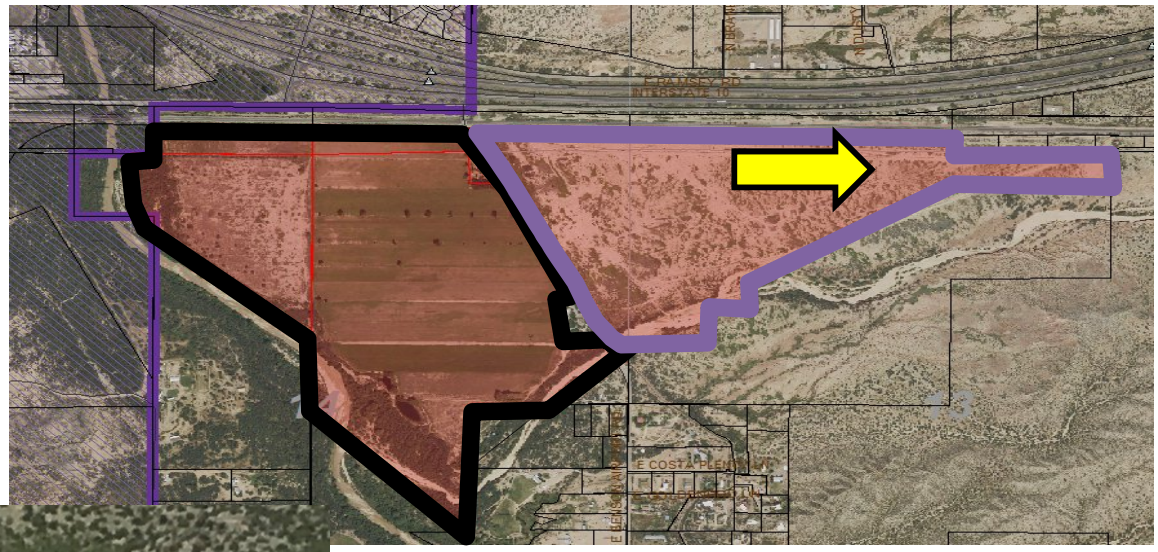
Site Photos





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Site Photos





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Site Photos





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COCHISE COUNTY

Surrounding Photos









Factors in Favor of Approving the Rezoning:

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 Developing areas to grow towards build-out. This request would infill a large undeveloped area, indicating the direction of future development;

3. The Comprehensive Plan policies prescribe Enterprise areas are to be designated as commercial or industrial This request would infill a large undeveloped area.

4. Under the University of Arizona Renewable Energy Opportunity Analysis, the Solventix property is identified as suitable for large scale solar facilities.

Factors Against Approving the Rezoning:

Factor Against Approval

1. The rezoning may create a land use with more neighborhood impacts than would be permitted under the existing zoning; and

2. One letter of opposition was received

COCHISE COUNTY

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

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; and

3. The Applicant shall work with right-of-way staff to dedicate additional right to the County.

4. The Applicant shall maintain the existing berm and vegetation located along the east side of Benson Airport Road.

Modification - The existing vegetation, berm and wash provide adequate screening and no additional solid screening or landscaping would be required.

Action 22.

Regular Board of Supervisors Meeting **Community Development**

Meeting Date:	09/11/2018		
Substitution and Extension of the Assurance Agreement for Morning Star Airpark			
Submitted By:	Robert Kirschmann, Community Development		
Department:	Community Development	**Division:**	Development Services
Presentation:	PowerPoint	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	Robert Kirschmann	**TITLE of PRESENTER:**	Planner II
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a substitution and extension of the Assurance Agreement for Morning Star Airpark with Pioneer Title Agency, Inc as Trustee under Trust No. TR9263 for Morning Star Airpark, LLC as Beneficiary of Trust No. 70200840; Assurance Agreement lapsed April 24, 2017 with a request of extension until April 24, 2025.

Background:

This request is from Morning Star Airpark, LLC for substitution and extension of the Assurance Agreement for completion of subdivision improvements for the Morning Star Airpark subdivision. The subdivision consists of 142 lots on 433.5 acres located on SR191 and Birch Road.

The Final Plat and Assurance Agreement were approved by the BOS in 2012. A substitute agreement was approved in 2012 for five (5) years. That assurance agreement lapsed in April 2017. This extension request if approved will cover the lapse and extend the assurance agreement to April 24, 2025.

Department's Next Steps (if approved):

If approved, the Chairwoman will sign the Assurance Agreement and it will be recorded with a new expiration date of April 24, 2025.

Impact of NOT Approving/Alternatives:

The completion of subdivision improvements for the remaining phases of the subdivision would not be secured under an approved Assurance Agreement.

To BOS Staff: Document Disposition/Follow-Up:

Please secure the necessary signatures on the original Assurance Agreement document and send to Planning staff for recording of the document

---

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

Staff Report

Applicant Request
Assurance Agreement
PowerPoint

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

INTEROFFICE MEMO

Date: August 30, 2018

To: Board of Supervisors

From: Robert Kirschmann, Planner II

Subject: Morning Star Airpark Assurance Agreement Extension and Substitution

This request is for approval of a Substitute Assurance Agreement and Extension for the Morning Star Airpark Subdivision. The property has been owned and farmed by Mr. Ed Curry of Pearce, Arizona. Mr. Curry's intent is to extend the assurance agreement, preserving the entitlements granted by the Final Plat during the current economic conditions. He is actively farming the site. He has provided a Substitute Assurance Agreement to assure the required improvements approved by the Final Plat are made upon the parcel prior to selling any lots. Mr. Curry has stated that he may wish to farm the land for another 8 – 10 years while keeping options for his retirement open, and before making any final decisions regarding the further development of this property.

The Morning Star Airpark Subdivision consists of 483.78 acres, zoned RU-4, which was to be developed in four phases consisting of a total of 142 lots ranging in size from 1.29 to 1.45 acres. The subdivision was approved as a Conservation Subdivision in 2008, which grants a 34% density bonus and allows flexible lot sizes if 50% of the acreage is conserved as open space. The Conservation area is 229.74 acres (Tract B). The density bonus results in 30 additional lots for a total of 142 residential lots and 2 non-residential lots (condo hangars). The site is located on the east side of Highway 191 with frontage on Birch Road and is designed to be a private, gated airpark. In 2007, a Special Use Permit for a private landing strip was approved by the Planning and Zoning Commission for this site (SU-07-07). Special Use Permits run with the land, not with the Owner.

The Board of Supervisors approved a Substitute Assurance Agreement in 2012 when Mr. Curry purchased the property. At that time, the Board granted a waiver to the three (3) requirement to complete improvements. The applicant was given five (5) years for the improvements to be completed.

The Assurance Agreement section of the Subdivision regulations have been updated and establish five factors to consider with these types of requests:

1. Whether the property taxes on the subject parcel(s) are current.

Yes, verified by staff.

2. If the subdivision is phased, whether the subdivision infrastructure improvements for at least 20% of the proposed phases have been completed. If it is not phased, whether at least 25% of the subdivision infrastructure improvements have been completed.

The applicant states that the water district has been formed and the potable water approved by the Arizona Department of Water Resources.

The site is actively being farmed. The market has not yet recovered to a point that the subdivision is viable.

3. The number of extensions previously granted. A maximum of three extensions, not exceeding a total of ten (10) years since either the original approval of the assurance agreement or the most recent release of a lot, whichever has occurred later.

The subdivision has received one previous extension in 2012, when Mr. Ed Curry purchased the property. That extension was for five (5) years expiring in 2017. It has been ten (10) years since the original approve in 2008. However, there have been no signification changes to the Zoning Regulations which impacts the design of the approved subdivision. In addition, the Sulfur Springs Valley have seen positive improvements in recent years. These include the expansion of existing and new vineyards, expansion of the dairy operations, restart of mining operations. It is possible, that a subdivision similar to this could see interest in light of these activities.

4. The economic conditions or other circumstances that are affecting the developer's ability to complete subdivision improvements.

As stated above, although conditions are improving the owner is not ready to move the project forward at this time.

5. Has the character of the area or physical factors such as drainage, floodplain, water issues or circulation patterns changed significantly since plat approval that compliance with current County Subdivision and/or Zoning Regulations is necessary.
There have been no changes to the physical area, Zoning Code or Subdivision Regulations that would impact that proposed subdivision.

Though Staff understands the concerns of allowing an approved subdivision to be extended in excess of ten (10) years there have been no changes which would impact the original approval.

The Assurance Agreement lapsed on April 24, 2017, approximately 18 months ago. The Applicant is requesting an extension until April 24, 2025 (8 years from the expiration). Staff recommends approval of

this assurance agreement extension and substitution.

RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS

2018 JUL 13 PM 2:11

June 21, 2018

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

Dear Board of Supervisors,

I am the developer of the Morning Star Airpark, as referenced Book 15 of Maps, Page 99, records of Cochise County, Arizona.

With regard to that certain Agreement for Completion of Subdivision Improvements dated April 24, 2012, which was subsequently recorded on April 26, 2012, in Document No. 2012-09162, records of Cochise County, Arizona, I am hereby requesting an extension of the completion of improvements to April 24, 2025.

As part of your consideration, I present the following:

- The 2017 property taxes are paid current, as represented by the attached treasurer printouts.
- This is our first request for an extension of completion of improvements.
- With regard to completion of infrastructure, the water district has been established, and the ADWR has approved the potable water.
- There has been an economic downturn in our area, and our area has not recovered from the crash of 2008.
- There have been no changes in the character of the subject property.

Thank you in advance for your time and consideration.

Sincerely,

Edward N. Curry
1091 E. Curry Farm Road
Pearce, AZ 85625
edncurry@hotmail.com

Enclosures

Extension of Assurance Agreement and
Substitution of Trustee under ASSURANCE AGREEMENT
FOR COMPLETION OF Morning Star Airpark LLC
SUBDIVISION IMPROVEMENTS

WHEREAS, an Assurance Agreement between First American Title Insurance Company, a California corporation, as Trustee under Trust No. 9263, hereinafter referred to as "Original Trustee", Morning Star Airpark, LLC, an Arizona limited liability company, as the Beneficiary under Trust No. 9263, hereinafter referred to as "Beneficiary", and Cochise County, Arizona hereinafter referred to as "County". Said Agreement was recorded on August 18, 2008, as Document No. 2008-22501, with the Office of the County Recorder;

SUBSTITUTION OF TRUSTEE

WHEREAS, the Original Trustee is no longer able to continue acting as Trustee under said Agreement;

WHEREAS, Pioneer Title Agency, Inc., an Arizona corporation, as Trustee under Trust No. 70200840, has agreed to act as Trustee under said Agreement;

WHEREAS, the Beneficiary has requested that Pioneer Title Agency, Inc., an Arizona corporation, as Trustee under Trust No. 70200840, be named as the Trustee under said Agreement;

WHEREAS, the County does hereby consent to First American Title Insurance Company, a California corporation, as Trustee under Trust No. 9263 transferring title of the real property described in attached Exhibit A, to Pioneer Title Agency, Inc., an Arizona corporation, as Trustee under Trust No. 70200840

EXTENSION OF ASSURANCE AGREEMTN:

WHEREAS, the Beneficiary has requested an extension of time for completion of improvements to _____; and

WHEREAS, based on criteria established by the Board of Supervisors for extension of assurance agreements, the County believes that such extension is justified;

NOW, THEREFORE, be it resolved that:

Pioneer Title Agency, Inc., an Arizona corporation, as Trustee under Trust No. 70200840, is hereby substituted as the Trustee under said Agreement.

Be it further resolved that the Assurance Agreement for completion of subdivision improvements for Morning Star Airpark, LLC, Lots 1-142 & Common Area "A" & Tract B, Maps and Plats, Book 15, Pages 99-99H, records of Cochise County, Arizona is hereby extended with a new expiration date of _____.

PASSED AND ADOTED this _____ day of _____, 2018

_____

By:

Cochise County Board of Supervisors

ATTEST:

_____

By:

Clerk of the Board

APPROVED AS TO FORM:

_____

By:

Deputy County Attorney

COCHISE COUNTY

S-07-06 (Morning Star Airpark)

Request for an Extension and Substitute Assurance Agreement

Board of Supervisors

September 11, 2018

Public Programs…Personal Service

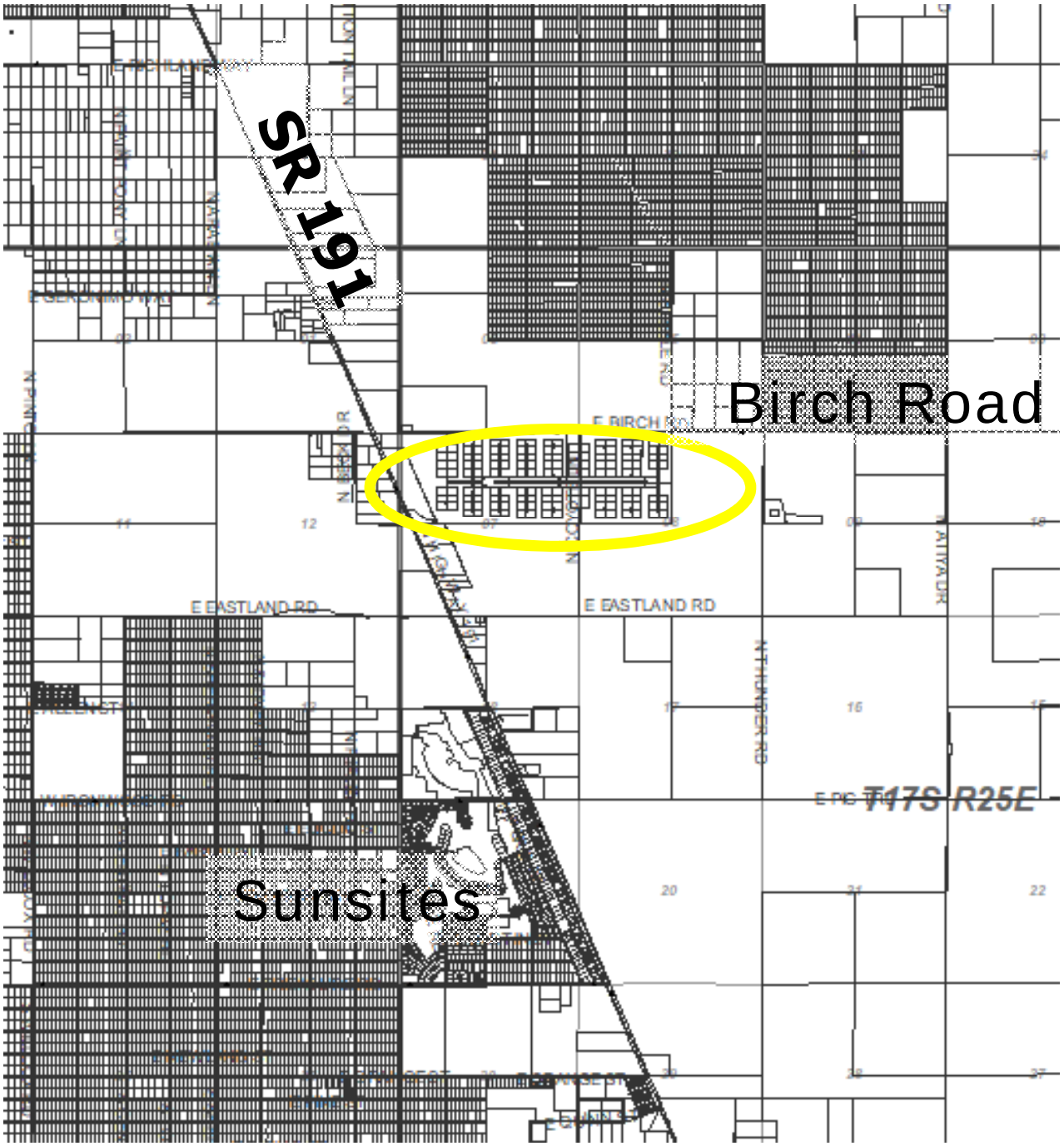
COCHISE COUNTY

S-07-06 (Morning Star Airpark)

- 142 lots on 433.5 acres
- Development in 4 phases
- Zoned RU-4, lots from 1.29 to 1.45 acres
- Conservation Area is 227.7 acres
- The density bonus results in 30 additional lots
- Located on SR 191 and Birch Road
- The Applicant is Mr. Ed Curry

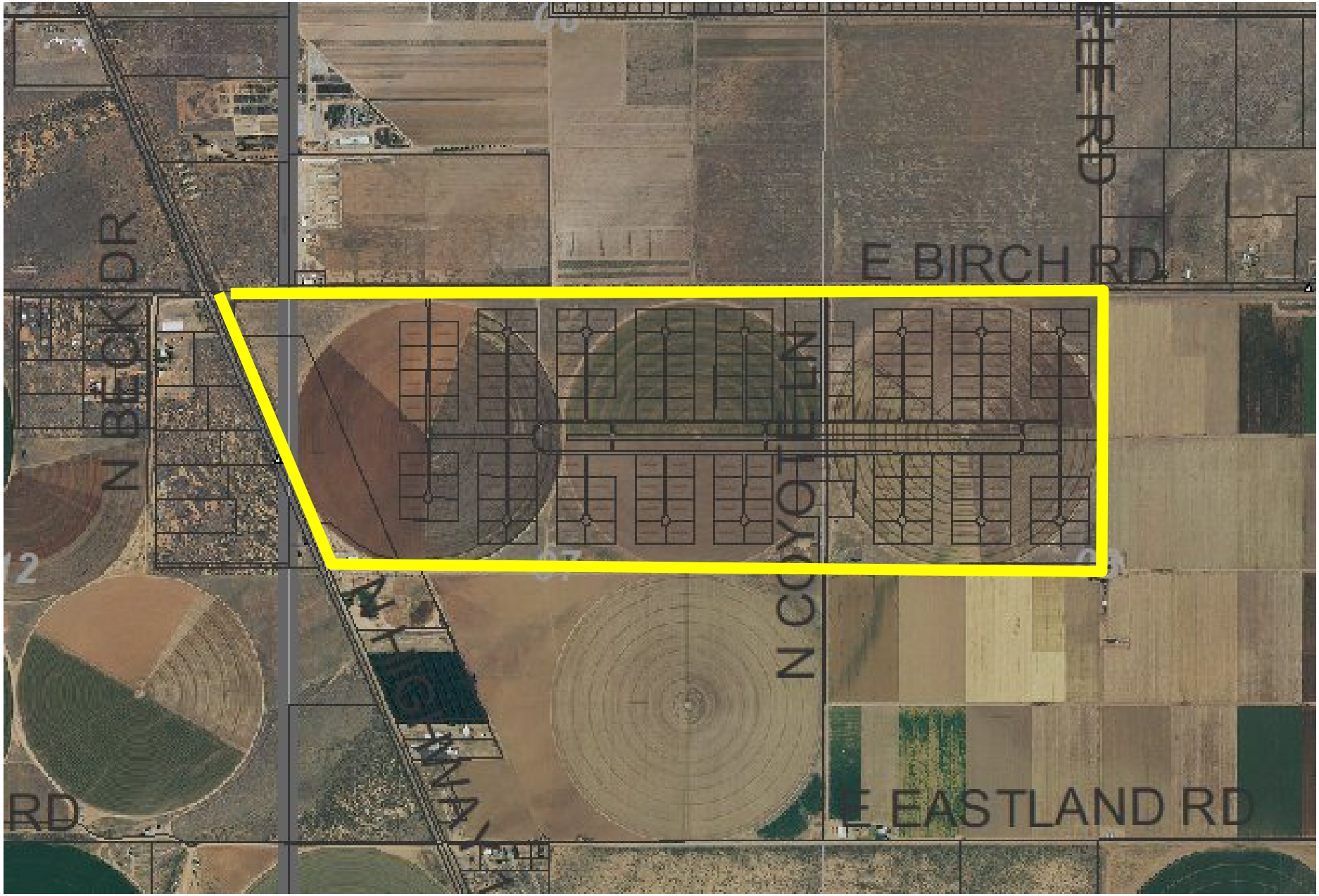
Location

COCHISE COUNTY



COCHISE COUNTY

Aerial Photo

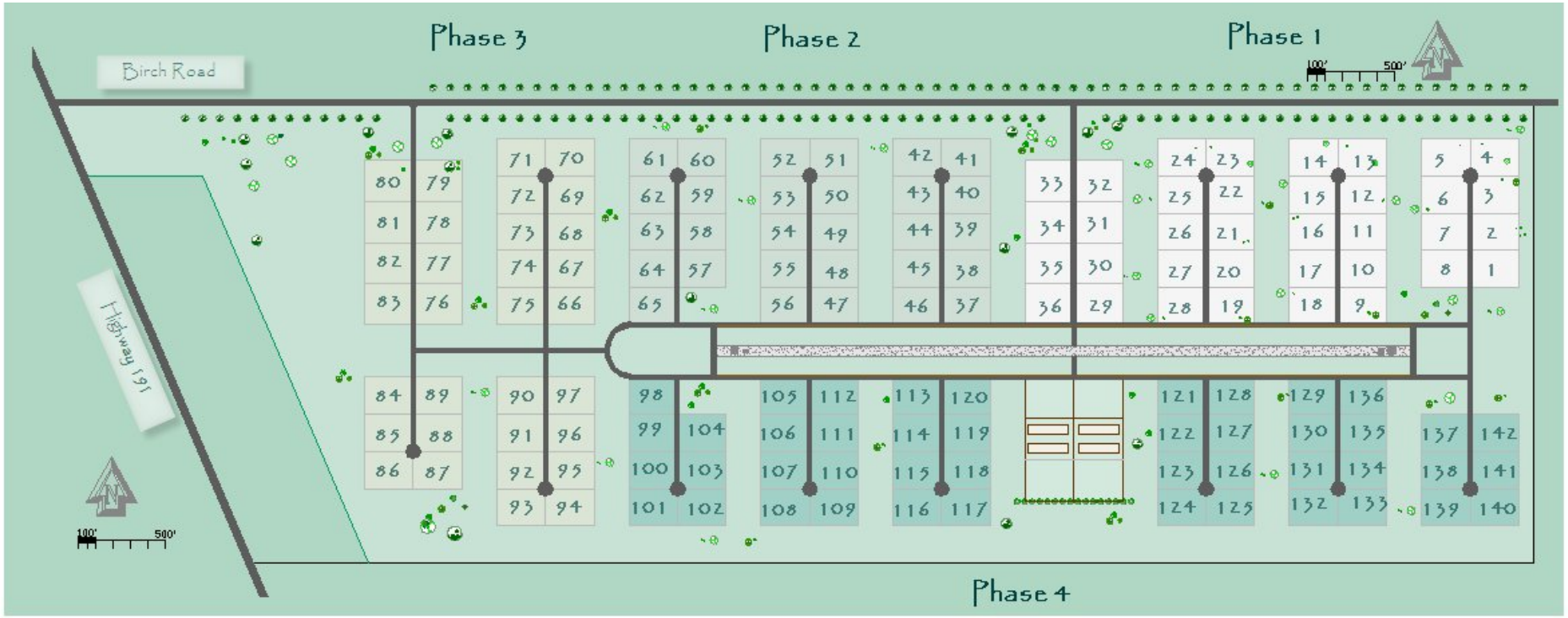


S-07-06 (Morning Star Airpark)

- Final Plat Approved 2008
- Substitute agreement approved for Mr. Curry in 2012.
- Agreement lapsed in April 2017
- Applicant is requesting an extension until April 2025 (8 years including 18 months lapsed)

COCHISE COUNTY

S-07-06 (Morning Star Airpark)



Public Programs…Personal Service

COCHISE COUNTY

Recommendation: Approval

1. Approve the Substitute Assurance Agreement and Extension

2. Approve the waiver of time limits for development from 3 years to 8 (including 18 months lapsed)

Action 23.

Regular Board of Supervisors Meeting **Community Development**

Meeting Date: 09/11/2018

Grant Agreement with ADOT Multimodal Planning Division

Submitted By:	Arlethe Rios, Board of Supervisors		
Department:	Board of Supervisors		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	1
NAME of PRESENTER:	Marty Haverty	**TITLE of PRESENTER:**	Public Works Director
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	28-7281

Docket Number (If applicable):

Information

Agenda Item Text:

Approve grant agreement GRT-18-0007011-T between the Arizona Department of Transportation Multimodal Planning Division, acting for and on behalf of the State of Arizona, and Cochise County in the amount of $475,000.

Background:

Cochise County has been awarded an Arizona Commerce Authority Economic Strengths Grant in the amount of $475,000 for improvements to Robbs Road and Arzberger Road, Willcox. These roads are the main routes used by the Willcox wine industry, where 75% of the grapes used to make wine in Arizona are grown by regional vineyards. Improving these roads will help to boost local economic development through the expansion of vineyards, new tasting rooms, event centers, lodging, and eateries, and the attraction of visitors.

Department's Next Steps (if approved):

The acceptance of this agreement will allow the County to move forward with the project and to begin receiving reimbursements from ADOT.

Impact of NOT Approving/Alternatives:

The County would have to utilize its own funding to complete the improvements, potentially delaying other planned projects.

To BOS Staff: Document Disposition/Follow-Up:

Signatures required by BOS chairman and County Attorney representative.

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

Agreement

DocuSign Envelope ID: 116C9A7B-A6D0-447B-9F46-8D03513F1B1C

Agreement / CAR Number	GRT-18-0007011-T
AG Contract Number	P0012013003419
Advantage Vendor Number	PZ000007901
DUNS Number	082098703
AFIS Document ID	
Advantage Project Number **Eligible From Date** **Eligibility Expiration Date** **Project Details**	Refer to Exhibit A

GRANT AGREEMENT
BETWEEN
THE ARIZONA DEPARTMENT OF TRANSPORTATION MULTIMODAL PLANNING DIVISION
acting for and on behalf of THE STATE OF ARIZONA
AND
COCHISE COUNTY

This GRANT AGREEMENT, established pursuant to Arizona Revised Statutes (A.R.S.) § 28-7281, is entered into _____ between the ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) MULTIMODAL PLANNING DIVISION (MPD) acting for and on behalf of THE STATE OF ARIZONA herein referred to as the STATE or ADOT, and COCHISE COUNTY a Local Government agency herein referred to as the RECIPIENT. The STATE, ADOT, and the RECIPIENT are collectively referred to as the "Parties", and individually as STATE, ADOT, RECIPIENT, and "Party".

I. RECITALS

1) ADOT is authorized to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of STATE.

2) RECIPIENT has obtained appropriate action by ordinance or resolution or otherwise pursuant to the laws or other rules and regulations applicable to it and its governing bodies and is authorized to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of RECIPIENT.

3) Exhibit A: Project Award Description provides the Project Award Description, Eligibility Dates, Funding Participation, and Match Requirements. The STATE and the RECIPIENT desire to secure the Project as described in Exhibit A through the expenditure of State Economic Strength Project Funds and carried out according to this Agreement and under the applicable sections of ARS 28-7282 et seq.

4) Exhibit B: Program Description provides the statutory reference and describes rules, regulations, and requirements specific to the program(s) awarded in this Agreement.

5) Exhibit C: Responsibility Matrix delineates key requirements specific to roles. The STATE and the RECIPIENT desire defining their respective responsibilities related to the expenditure and reimbursement of up to the amount of funds described in Exhibit A and referred to as the PROJECT within the authority granted by the Program described in Exhibit B.

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6) Exhibit D: Procurement and Third Party Contract Provisions provides rules specific to RECIPIENT procurement in this Agreement.

7) Exhibit E: Discrimination & Title VI Requirements provides mandatory Title VI requirements.

8) Exhibit F: Disadvantaged Business Enterprise (DBE) Requirements provides mandatory DBE requirements.

9) Exhibit G: Insurance (Risk Management) Requirements provides mandatory insurance requirements.

10) The RECIPIENT assures that it will comply with applicable provisions of the Americans with Disabilities Act (ADA), (Public Law No. 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act including 28 CFR parts 35-36, and applicable provisions of 49 CFR Parts 27, 37 and 38: Transportation for Individuals with Disabilities; Final Rule. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

11) The RECIPIENT warrants that it is not engaged in a boycott of Israel as defined in A.R.S. 35-393 et seq.

12) RECIPIENT qualified local match and fees for the PROJECT to be procured by the STATE is due upon demand and prior to procurement. Match for PROJECT to be procured by RECIPIENT shall be indicated in and deducted from request for reimbursement.

13) The APPLICATION for this Agreement does not constitute the AWARD amount. The AWARD will be demonstrated in Exhibit A of this Agreement, incorporated into the document at the time of execution and/or as updated from time-to-time by mutual consent.

14) The State has the authority to re-distribute Award if the signed Agreement is not received by the program required deadline, or if applicable cash Match (if required) is not received, so that the Agreement may be executed within 90 days from the date that Exhibit A documenting Award is distributed.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE

1) RECIPIENT shall provide specific services or activities related to eligible funding, herein called the PROJECT in accordance with the RECIPIENT'S application(s), incorporated herein as referenced and as described in Exhibit B and the PROJECT description and Award described in Exhibit A.

2) PROJECT expense and cost awards will be detailed in Exhibit A. Awards may consist of any combination of expense or cost categories eligible in the associated grant program.

3) PROJECT Award is limited to the quantity, description, and/or pricing of the items identified in Exhibit A. Any needed or desired variation from quantity, description, or pricing must be requested in writing and approved by the Program Manager prior to procurement or incurring expenses. Approvals will

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result in a modified Exhibit A being issued. For PROJECT Award items being procured by ADOT, actual pricing that exceeds the estimate on Exhibit A and requiring additional MATCH will be confirmed with the RECIPIENT prior to purchase.

4) RECIPIENT eligible PROJECT expenditures or incurrence of costs may not occur prior to the "Expenses Eligible from Date" and must occur prior to the "Eligibility Expiration Date" established in Exhibit A. All support documentation must be dated within that established data range to be considered eligible.

5) Authorized PROJECT-appropriate expenses and costs associated with the PROJECT Award, supported by receipts and other suitable and appropriate documentation, and incurred within the Exhibit A established data range are eligible for reimbursement upon execution of this Agreement. Final reimbursement requests must be received no later than 30 days after the calendar quarter within which the Eligibility Expiration Date occurs to be eligible for reimbursement unless an extension has been granted by the Program Manager.

III. RESPONSIBILITIES

1) **ADOT or its assignees will**:

   a. Review PROJECTS for compliance with statutory requirements, oversight requirements, and program guidance.

   b. Review documentation supporting PROJECT expenditures for eligibility and ensure program match requirements are met.

   c. Review invoices, when appropriate to the Grant Award, from RECIPIENT and reimburse RECIPIENT within 30 days after receipt and approval of invoices, in a total amount not to exceed the lesser of the approved invoiced costs or the Grant Award.

   d. Communicate with RECIPIENT as necessary to facilitate program compliance and procedural efficiency.

2) **RECIPIENT will**:

   a. Administer the grant from award to closeout.

   b. Take necessary steps to ensure compliance with program or Agreement stipulated deadlines.

   c. Develop and have in place prior to use of award internal policies and systems that ensure effective management of awards and compliance with grant requirements.

   d. Implement strong internal controls for accounting and compliance with grant terms and conditions and ensure that RECIPIENT financial management system and any other system used for documentation or compliance is appropriate to implement the Project.

   e. Establish a budget of the costs required to perform the Project and a method for monitoring actual costs against the budget.

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f. Ensure that matching funds qualify under Program requirements and submit payment of Grant required MATCH or other fees as indicated in Exhibit A upon demand by the STATE.

g. Comply with all terms of the Grant Program in accordance with the RECIPIENT application(s) and statutes in effect at the time of application or subsequently revised and incorporated herein by reference.

h. Obtain prior written concurrence of the State before assigning any portion of the work to be performed under this Agreement or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement.

i. Communicate contractual requirements to contractors and sub-contractors and ensure all the requirements of this Agreement are incorporated by means of a contract or other legally binding documents stipulating the contractor and/or sub-contractor's responsibility to comply with this Agreement.

j. In the event of an accident involving any equipment funded under this Agreement, the RECIPIENT shall, within 48 hours, notify the ADOT Program Manager and the MPD Finance & Administration Manager (see Exhibit B) electronically via email. Any insurance proceeds received when project property has been lost or damaged, the grantee shall a) apply those proceeds to the cost of replacing the damaged or destroyed project property taken out of service or b) return an amount equal to the remaining STATE interest in the lost, damaged, or destroyed project property. The RECIPIENT agrees to request from and adhere to guidance from the ADOT Project Manager regarding which option shall be followed.

k. Communicate with STATE as necessary to facilitate program compliance and procedural efficiency.

l. Provide all required reports required by Program requirements or as requested by ADOT in a timely manner and as required by the STATE.

m. Ensure users of PROJECT equipment and/or services meet applicable regulations and statutes.

n. Review documentation supporting PROJECT expenditures for eligibility and ensure program match requirements are met.

o. Comply with Performance Measure requirements when and as established or as designated by the STATE for its compliance.

p. Comply with Cross-Cutting requirements for asset management plans and reporting of asset inventory and condition information when and as established by the STATE.

q. Demonstrate that funds are expended for eligible and allocable activities; track receipts, disbursements, assets, liabilities, and balances; and track and report program income.

r. Report to the STATE as required by the program but at a minimum so that payments may be completed quarterly on the invoice form provided by ADOT, for categorized reimbursable Project costs/expenses awarded as detailed in Exhibit A, as authorized and allowable under the grant

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requirements, and supported as required with vendor invoices, original receipts, or other suitable and appropriate documentation.

The final invoice for each State Fiscal Year for all work completed through June 30 each year shall be submitted no later than July 15 each year. In the event this deadline cannot be met, the RECIPIENT shall communicate with the MPD Finance Manager to establish a deadline for submission. Invoices received after the deadline for submission may be deemed non-reimbursable.

In the event that no expenditures occurred during a calendar quarter, please notify the ADOT Project Manager and explain the delay in the Project or reason for no billable charges.

To be eligible for reimbursement, costs must meet the following general criteria:

- Be a direct cost. Indirect costs are eligible for reimbursement only with an indirect cost plan approved by the RECIPIENTs federal cognizant agency and accepted by ADOT as indicated on Exhibit A.
- Be necessary and reasonable for proper and efficient performance and administration of the Project;
- Be an eligible expense under program regulations and requirements;
- Be treated consistently. A cost may not be assigned to the grant as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to a grant as an indirect cost;
- Be determined in accordance with generally accepted accounting principles;
- Not be included as a cost or used to meet cost sharing or matching requirements of any other award in either the current or a prior period;
- Be the net of all applicable credits; and
- Be adequately documented to include a system generated financial summary, or Excel spreadsheet accompanied by appropriate backup documentation (i.e. invoices, payroll, etc.), disclosing an expense amount that matches the invoice amount.

s. Submit program required reports of procurement activities according to the section labeled: ***PROCUREMENT AND THIRD PARTY CONTRACT PROVISIONS*** and submit reports of contract activities via email in a spreadsheet template provided by the ADOT Program Manager.

IV. MISCELLANEOUS PROVISIONS

1) **Term Incorporation**: This Agreement is governed according to the laws of the State of Arizona. All cited statutes, public law, executive orders, and policies cited in this Agreement are incorporated by reference as a part of this Agreement. It is RECIPIENT responsibility to ensure that any Agreement between RECIPIENT and its CONTRACTORs for use of grant funds shall incorporate the provisions contained herein.

2) **Duration:** This Agreement shall become effective upon signature by the parties hereto and shall remain in force and effect until PROJECT satisfaction plus 36 months after Project completion.

   This Agreement may be cancelled at any time prior to the commencement of performance under this Agreement, upon thirty (30) days written notice to the other party.

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3) **Amendments:** This Agreement may be amended upon mutual agreement of the Parties at any time when in the best interest of STATE, or RECIPIENT. Modifications to Exhibit A describing the details of the approved PROJECT may be modified without adopting a formal amendment to this Agreement; acceptance of the modification shall be indicated by signature on the modified Exhibit A by an authorized signatory from the RECIPIENT.

4) **Match:** Any needed or desired variation from quantity, description, or pricing must be requested in writing and approved by the Program Manager prior to procurement. Approvals will result in a modified Exhibit A being issued with updated approved not-to-exceed award, pricing, and MATCH indicated. Without advance approval, RECIPIENT is responsible for all of the increased price or quantity procured.

   In the event that this Agreement is terminated after matching and/or fee funds have been issued to and deposited by the STATE, there is no guarantee of timeframe for refund of match funds, and refund shall not occur prior to the reassignment of the PROJECT award to another eligible agency and payment by that agency of any required matching funds. Remitted fees may be non-refundable, depending on the purpose of the fees except when this Agreement is terminated by ADOT or the STATE at no fault of the RECIPIENT.

   In circumstances where the RECIPIENT cannot accept delivery of the Project Equipment or where surrender of equipment is required, refund of capital match will be based on current fair-market value at the time of surrender less the cost of any repairs or modifications required to affect reassignment to another RECIPIENT or program.

5) **Availability of Funds:** Every payment obligation of STATE under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by STATE at the end of the period for which the funds are available. No liability shall accrue to STATE in the event this provision is exercised, and STATE shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

6) **Statutory Compliance:** All parties shall comply with all applicable federal, state, and local requirements including all applicable provision of A.R.S. 28-7281 through 28-7286 et seq. and other applicable regulations where and when relevant.

7) **Conflict of Interest:** This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

8) **Recordkeeping:** All RECIPIENTs and/or their CONTRACTORs and the parties shall retain all data, books, and other records relating to this Agreement for a period of five (5) years after completion of the Agreement. All records shall be subject to inspection and audit by the STATE at reasonable times as set forth in A.R.S. 35-214.

9) **Audit**: The administration of resources awarded by ADOT to the RECIPIENT may be subject to audits and/or monitoring by ADOT including but not be limited to: on-site visits by ADOT staff or designees, and limited scope audits. By entering into this Agreement, the RECIPIENT agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by ADOT. In the event ADOT determines that a limited scope audit of the RECIPIENT is appropriate, the RECIPIENT agrees to

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comply with any additional instructions provided by ADOT staff to the RECIPIENT regarding such audit. The RECIPIENT further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the ADOT's Office of Audit and Analysis, ADOT's Office of the Inspector General (OIG) and ADOT's Financial Management Services. It is the responsibility of the RECIPIENT to monitor their RECIPIENTs.

The RECIPIENT shall follow up and take corrective action on audit findings. Preparation of summary schedule of prior year audit findings, including corrective action, a timetable for resolution, and current status of the audit findings are required to be submitted to ADOT. Current year audit findings require corrective action, a timetable for resolution, and status of findings will also be reported to ADOT.

If the RECIPIENT fails to take corrective action, ADOT will make a determination to:

a. make financial adjustments to the allocated Federal funding as determined appropriate, up to and including repayment by the RECIPIENT of disallowed costs, or

b. ADOT may take other action as determined appropriate.

If the RECIPIENT has not completed corrective action, a timetable for follow-up should be provided.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to ADOT and the Arizona Auditor General. This section does not limit the authority of ADOT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Audit Report submission: Copies of reporting packages for audits conducted shall be submitted to:

ADOT at the following address:
Arizona Department of Transportation
206 S. 17th Ave. MD310B
Phoenix, AZ 85007

Copies of written communication between the RECIPIENT and the independent auditor in compliance with the Statement on Auditing Standards No 114 and as required by this section titled AUDIT of this agreement shall be submitted by or on behalf of the RECIPIENT directly to:

ADOT at the following address:
Arizona Department of Transportation
206 S. 17th Ave. MD310B
Phoenix, AZ 85007

10) **Dispute Resolution / Arbitration:** In the event of any controversy, the Parties agree that it is in their mutual best interest to promptly meet with the purpose of resolving said Dispute. In the event that the Parties cannot resolve their dispute informally, the parties hereto agree to abide by required arbitration as set forth for in Arizona Revised Statute 12-1518.

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11) **Third Party Antitrust Violations:** The RECIPIENT assigns to the STATE any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the RECIPIENT toward fulfillment of this Contract.

12) **Immigration**: To the extent applicable under Arizona Revised Statutes Section 41-4401, each Party and its subcontractors warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes Section 23-214(A). A breach of the above-mentioned warranty by any Party or its subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching Parties. Each Party retains the legal right to randomly inspect the papers and records of the other Parties or its subcontractor employees who work on the Agreement to ensure that the Parties or its subcontractors are complying with the above-mentioned warranty.

13) **Termination for Convenience:** Either Party has the right to terminate the Agreement, in whole or in part at any time, when in the best interests of the RECIPIENT or STATE without penalty or recourse.

14) **Termination for Default:** STATE reserves the right to terminate this Agreement in whole or in part due to failure of RECIPIENT to carry out any term, promise, or condition of the Agreement. STATE will issue a written ten (10) day cure notice to RECIPIENT for failure to adequately perform, or if there is reason for STATE to believe that the RECIPIENT cannot or will not adequately perform the requirements of the Agreement. If RECIPIENT does not submit a Corrective Action Plan to the satisfaction of STATE within the ten (10) day period, then STATE may pursue action in accordance with the Agreement Article titled: *Arbitration*.

15) **Entire Agreement**. This Agreement may be amended, modified, or waived only by an instrument in writing signed by both Parties. Should the PROJECT awarded under this Agreement be completed at a lower cost than the amount awarded, or for any other reason should any of these funds not be expended, or expended in other than in strict accordance with the terms and conditions of this Agreement, a proportionate amount of the funds provided shall be reimbursed to the STATE. Except as identified in the PROJECT the RECIPIENT shall not assign any portion of the PROJECT or execute any agreement, contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the STATE.

VI. SECURITY AGREEMENT

1) In consideration of the funded PROJECT equipment identified in Exhibit A including any equipment added, and conveying title thereto, the RECIPIENT hereby grants ADOT a security interest in the PROJECT equipment in the amount indicated in Exhibit A as the "STATE Portion" payable to the Department upon its demand, if and only if:

   a. The RECIPIENT by itself or any agent sells, transfers, offers or attempts to sell or transfer, in whole or in part, the PROJECT equipment, or,
   b. The PROJECT equipment is totally destroyed or is lost, stolen or otherwise disappears, or,
   c. This Agreement by and between the STATE and the RECIPIENT is terminated.

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2) In the event of the occurrences described in Articles VI.1.a or VI.1.c, the RECIPIENT shall be liable for no more than the fair market value of the PROJECT equipment on the date of the occurrence of such event.

3) In the event the PROJECT is totally destroyed, lost, stolen, or disappears, the obligation herein may be extinguished by assigning to ADOT the proceeds of insurance covering such an event, provided the assignment and the ultimate payment is equal to the fair market value of the PROJECT equipment on the date of occurrence of such event.

4) Upon the occurrence of any other event described herein which would allow the STATE to demand payment under this agreement, the obligation assured herein may be extinguished by assigning the herein PROJECT equipment to ADOT in as good a condition as when received, normal wear and tear excepted, thereby no longer having any further obligation to reimburse the STATE should the STATE exercise its right to terminate the agreement under the Agreement Articles titled: *Termination for Convenience* and/or *Termination for Default*. ADOT may refuse to accept such assignment, if in its sole judgment the PROJECT equipment has been abused or is in such condition as to substantially impair its value.

5) During the useful, economical life of the PROJECT equipment, as defined in the current Program Guidebook and Application for the grant year, the equipment may be surrendered to ADOT subject to stipulated terms and ADOT acceptance, and the obligation herein will be extinguished.

6) In the event of a vehicle transfer back to ADOT during useful life, the Secondary Manufacturer and Aftermarket Vehicle Components, in addition to the original equipment manufacturer (OEM) components (as supplied by the manufacturer or vendor to the STATE or ADOT) or their equivalent—must remain with the vehicle as delivered by ADOT to the RECIPIENT and are considered to be included in the lien.

7) This security agreement and its terms shall not inure to the benefit of any assignee, purchaser for value, or any other person acquiring an interest herein, and this security interest herein created shall not be extinguished until and unless the STATE receives the fair market value of the PROJECT equipment on the date of assignment, purchase, or acquisition of other interest.

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

COCHISE COUNTY	**STATE OF ARIZONA** **Arizona Department of Transportation**
By	**By**
Peggy Judd	Gregory Byres, Division Director Multimodal Planning Division
Date Signed	Date Signed

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APPROVAL OF COCHISE COUNTY

I have reviewed this Grant Agreement BETWEEN the STATE OF ARIZONA, by and through its ARIZONA DEPARTMENT OF TRANSPORTATION, MULTIMODAL PLANNING DIVISION and COCHISE COUNTY and declare this Agreement to be in proper form and within the powers and authority granted to the COCHISE COUNTY under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED _____

_____

Attorney for the COCHISE COUNTY

Note: This page is mandatory for any public agency. If you are not a public agency, at your option, you may write "*Acknowledged and Waived*" above an authorized signatory's signature. It is recommended that you have an attorney review the document even if not mandatory.

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Exhibit A
PROJECT AWARD DESCRIPTION

Award Description	Minimum 10% Local Cash Match on Eligible Costs	ESP Grant for Eligible Project Costs	Other Project Costs – RECIPIENT Responsibility	Total Estimated Project Cost (Match + ESP Grant + Other Costs)
ESP, GES18CCP Road Improvements on Robbs Road and Arzberger Road	$69,837.50	$475,000.00	$153,537.50	$698,375.00

Road improvements on Robbs and Arzberger Roads. Road improvements will help the Willcox wine industry by providing access to the wine grape farms.

The ESP Grant requires 10% percent Local Cash Match toward eligible project costs.

Eligible Project Costs include but are not limited to:

- Public highway construction and/or reconstruction
- Turn Lanes
- Acceleration/deceleration lanes
- Utility placement within the public right of way that is component of the overall public highway construction project.
- Curb and gutter and/or other drainage construction associated with the overall public highway construction project

Costs ineligible for reimbursement or use as a match include but are not limited to:

- Application preparation
- Routine maintenance and rehabilitation
- Landscaping
- Beautification
- Construction of areas not designated for vehicular traffic such as sidewalks, etc.
- Work done on private property
- Signage for private companies
- Contingency fees
- Property purchase or easements
- Roadway and highway design and engineering
- Work done prior to the effective date of the ESP agreement
- Grant administration

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EXHIBIT B
PROGRAM DESCRIPTION
Economic Strength Projects Grant Program
State of Arizona Highway User Revenue Fund 100%

The ESP is a competitive grant program designed to enhance the economic strength and competitiveness of Arizona rural communities by providing funding for highway projects that foster job growth. The ESP will reimburse specified costs of qualifying rural road and/or highway projects that are projected to accomplish one or more of the following: (i) retain a significant number of jobs, (ii) significantly increase the number of new jobs, (iii) foster significant private capital investment and (iv) otherwise make a significant contribution to the regional economy, particularly in base industries.

Administration of the ESP is shared between the Arizona Commerce Authority (ACA) and the Arizona Department of Transportation (ADOT). After initial screening by the ACA of eligible Projects and a recommended priority ranking of eligible Projects by the ACA's Rural Business Development Advisory Council (RBDAC), ADOT is charged with the final selection of approved Projects and with the contractual and financial administration of the Program. Further, see RFP Sections 3.1 and 4.1 and A.R.S. §§ 41-1505(E) and 28-7286(A).

Available Funding

Funding for the Program is allocated to ADOT though the Highway User Revenue Fund. The total amount available for grants pursuant to the ESP is $1,000,000. The ACA and ADOT reserve the right to award less than $1,000,000 in ESP grants depending on, among other considerations, the number and quality of Project proposals ("Proposals") received. Unallocated Program funds may be available for use in future Economic Strength Grant Project funding rounds. A single ESP grant award cannot exceed $500,000. There is no prescribed minimum ESP grant award. The ACA and ADOT may choose to make one or more ESP grant awards.

Eligible Applicants

Applicants eligible for the ESP are as follows:

- Arizona incorporated cities and towns with populations of less than 150,000 (based on U.S. Census Bureau 2010 population data) not contiguous with or situated within a Metro Area
- Arizona counties with populations of less than 750,000 (based on U.S. Census Bureau 2010 population data)
- Federally recognized Indian tribes situated in Arizona.

STATE Contact Information				
	Agreements	**Invoicing**	**Reimbursement**	**Project Manager**
Name	Sally J. Palmer	-	Angela Ringor	Lynn (Ungyo) Sugiyama
Title	Contracts Program Manager / Compliance Officer	-	Accounting Manager	Senior Transportation Planner IV
Email	MPDContracts@azdot.gov; SPalmer@azdot.gov	**MPDInvoice@azdot.gov**	ARingor@azdot.gov	LUngyoSugiyama@azdot.gov
Phone	602-712-6732	602-712-7333	602-712-8316	602-712-6883

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EXHIBIT C
RESPONSIBILITY MATRIX

Actions (not all-inclusive list)	**RECIPIENT Responsibility**	**STATE / ADOT Responsibility**
Agreement Reviews / Approval	Submit to attorney for review prior to presentation to the governing body; Governing body must take appropriate action to approve the IGA and provide evidence of said action	Draft and send to Awarded Recipient
Match Approval	Where required, obtain official approval/vote and submit to ADOT Contract Program Manager within 90 days of notice of award, identifying original source (federal agency, local revenue, not-for-profit, for-profit.)	Review/Approve as eligible; Maintain Documentation
Execute Agreement	Sign Agreement and return within 60 days of receipt	Execute Agreement within 90 days from award of grant.
Procurement	Procure according to rules established in the Agreement.	Determine applicable procurement laws, rules, and regulations
Expenditures	Expenditures are only eligible upon the execution date of the Agreement and must be incurred within 18 months	Review/Approve as eligible and within permissible timeframe
Reimbursement Requests	Submit the first reimbursement request no later than 8 months after the effective date of the Agreement. Submit Reimbursement/Billing Summary form and adequate support documentation to MPDInvoice@azdot.gov	PM - Review and Approve/Reject within 7 days; Grant Accountant - process payments within 14 days from receipt
Reimbursement Request – End of Each State Fiscal Year	An invoice for all expenditures **through 6/30** of the ending State Fiscal year shall be submitted **no later than 7/15** to MPDInvoice@azdot.gov	PM - Review and Approve/Reject within 5 days; Grant Accountant - process payments within 14 days from receipt
Match	Allocate at least 10% match to qualifying project costs on every reimbursement request, identifying fund source	Review/Approve as eligible. Grant funds from other State-funded programs, including the ACA's Rural Economic Development Grant ("REDG"), are ineligible as matching funds

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Actions (not all-inclusive list)	RECIPIENT Responsibility	STATE / ADOT Responsibility
Progress Reports	Submit within 20 days after the close of each calendar quarter	Determine content and provide the forms. Track project outcomes relative to goals
Annual Outcome Report	Provide an annual outcome report for a period of 36 months	Track project outcomes relative to goals
Compliance	Comply with all applicable terms and conditions as stipulated in the Agreement and in the application guide.	Oversight & Contract Administration

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EXHIBIT D
PROCUREMENT AND THIRD PARTY CONTRACT PROVISIONS

In the event the RECIPIENT is authorized to procure Project construction services, RECIPIENT is responsible for following all procurement requirements established in the Agreement, by the Program, and applicable Arizona Revised Statutes.

In the event that zero federal monies will be used as match and this project is not within the bounds of an existing federally funded project:

1. If the RECIPIENT is a local public agency or political subdivision of this state and has adopted the State Procurement Code pursuant to ARS 41-2501, the RECIPIENT shall follow the State Procurement Code. In the event the State Procurement Code has not been adopted, the RECIPIENT must reconcile the differences between local procurement rules and the State Procurement Code and receive authorization to proceed under local rules.
2. If the RECIPIENT has completed procurement self-certification processes through ADOT, the RECIPIENT shall follow the certified procurement rules.

In the event a single dollar of federal funds will be used in this project as match or if this project is within the bounds of an existing federally funded project,

1. If the RECIPIENT is a local public agency or political subdivision of this state and has adopted the State Procurement Code pursuant to ARS 41-2501, the RECIPIENT shall follow the State Procurement Code except and unless a federal rule applicable pursuant to the rules of the funding agency is more restrictive, then it shall apply. In the event the State Procurement Code has not been adopted, the RECIPIENT must reconcile the differences between local procurement rules and the State Procurement Code and receive authorization to proceed under local rules.
2. If the RECIPIENT has completed procurement self-certification processes through ADOT, the RECIPIENT shall follow the certified procurement rules except and unless a federal rule applicable pursuant to the rules of the funding agency is more restrictive, then it shall apply.
3. All other RECIPIENTs of MPD shall follow 2 CFR 200.317 through 200.326 as applicable, Appendix II to Part 200, other CFR references provided in 2 CFR part 200 et seq. Contract provisions are located at: http://www.ecfr.gov/cgi-bin/text-idx?SID=512ca5e6616b465f5cb28e0bc36a4a67&node=pt2.1.200&rgn=div5#ap2.1.200_1521.ii
4. The regulations required by the federal funding agency shall be adhered to explicitly. The RECIPIENT must locate the federal funding agency required procurement requirements and contract provisions For example: FHWA procurement requirements can be linked to at: http://www.fhwa.dot.gov/construction/ and contract provisions are located at: http://www.fhwa.dot.gov/construction/contracts/provisions.cfm

Include applicable contract provisions in every third-party contract and purchase order. In addition to other clauses required throughout this Agreement, a reference a table of required federal terms and conditions is provided to assist you in ensuring appropriate inclusion. The list is not all-inclusive. The RECIPIENT is responsible to provide all statutory / contractual references, explanatory comments, and additional forms and certifications that may be required.

Scope Changes: Change orders **within the scope of the work** covered by the contract are permissible. In the event of changed conditions, an adjustment of contract scope is permissible if the altered character of the work does not differ materially from that of the original contract as long as the work is approved by the ADOT Project Manager **with the requirement that the change must involve the work covered by the contract**. All

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scope changes must be reviewed and documented in advance of proceeding to ensure the change is permissible under applicable State and/or Federal requirements and regulations.

Impermissible Changes – Federal Funding: Certain changes are not permitted when using federal funding. Neither the contractor nor the RECIPIENT may request any change in the scope of work that would be considered impermissible.

(1) Improper Contract Expansion. A contract has been improperly expanded when it includes a larger scope, greater quantities, or options beyond the original recipient‘s reasonably anticipated needs. A contract has also been improperly expanded when excess capacity has been added primarily to permit assignment of those contract rights to another entity.

Changes in Quantity: To categorize virtually any change in quantity as a prohibited cardinal change (sometimes referred to as an —out-of-scope change) fails to account for the realities of the marketplace and unnecessarily restricts a recipient from exercising reasonable freedom to make minor adjustments contemplated fairly and reasonably by the parties when they entered into the contract. The U.S. Supreme Court decision in *Freund v. United States*, 260 U.S. 60 (1922) supports FTA‘s policy.

(2) Cardinal Changes. A significant change in contract work (property or services) that causes a major deviation from the original purpose of the work or the intended method of achievement, or causes a revision of contract work so extensive, significant, or cumulative that, in effect, the contractor is required to perform very different work from that described in the original contract, is a cardinal change. Such practices are sometimes informally referred to as “tag-ons". A change within the scope of the contract (sometimes referred to as an —in-scope change) is not a —tag-on or cardinal change.

(a) Identifying Cardinal Changes. Recognizing a cardinal change to a third party contract can be difficult. A cardinal change cannot be identified easily by assigning a specific percentage, dollar value, number of changes, or other objective measure that would apply to all cases.

(b) Tests. Among other things, customary marketing practices can influence the determination of which changes will be “cardinal.” Other tests involve the nature and extent of the work to be performed, the amount of effort involved, whether the change was originally contemplated at the time the original contract was entered into, or the cumulative impact on the contract’s quantity, quality, costs, and delivery terms.

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EXHIBIT E
DISCRIMINATION & TITLE VI REQUIREMENTS
(REV 032013)

The SUBRECIPIENT HEREBY AGREES THAT as a condition to receiving any Federal financial assistance provided by the U.S. Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, as amended, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), the Civil Rights Restoration Act of 1987 (Public Law 100.259) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the U.S. Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Transit Administration (FTA), Federal Highway Administration (FHWA) and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations. The SURECIPIENT shall also incorporate and comply with the terms and conditions established in Appendix A.

Title VI/Non-Discrimination Assurances: This Agreement is subject to the provisions of Title VI of the Civil Rights Act and the SUBRECIPIENT is herein notified of such. Additionally, the SUBRECIPIENT shall include the following information in each of its agreements/contracts associated with the Project.

> *The **Arizona Department of Transportation,** in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.5.C. §§ 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *Federal Highway Administration,* as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential

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subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration,* as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration* ,may determine to be appropriate, including, but not limited to:

a. withholding payments to the contractor under the contract until the contractor complies; and/or
b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient or the *Federal Highway Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin): and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

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- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, RECIPIENTs and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 et seq).

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EXHIBIT F
DISADVANTAGED BUSINESS ENTERISE (DBE) REQUIREMENTS
(REV 02282018)

This language is applicable if $1.00 of federal funding is used in payment of expenditures under this Agreement.

The SUBRECIPIENT receiving DOT-assisted transportation funds through ADOT must adopt and implement ADOT's DBE Program Plan, ADOT's DBE policy, DBE contract specifications and forms as a condition of receiving federal funds. ADOT Subrecipients/Subgrantees of federal funds must comply with ADOT DBE Plan and may not have a plan independent from ADOT.

The ADOT DBE Program Plan and LPA/SUBRECIPIENT DBE Guidelines are located online at http://www.azdot.gov/business/business-engagement-and-compliance and are herein incorporated by reference.

Non-Discrimination

The SUBRECIPIENT will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, national origin, age, or disability.

In compliance with the ADOT DBE Program Plan, the SUBRECIPIENT/SUBGRANTEE shall not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program. The SUBRECIPIENT will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, national origin, age, or disability.

The SUBRECIPIENT shall take all necessary actions required under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

By executing this Agreement, the SUBRECIPIENT, agrees to perform the following minimum DBE Program Compliance Required Activities:

FHWA Funded Projects	FTA Funded Projects	Item Number	DBE Program Compliance Required Activities
✓	✓	1	Designate a Disadvantaged Business Enterprise Liaison Officer (DBELO), responsible for adopting and implementing ADOT's DBE Program Plan; acting as the single point of contact for DBE compliance.
✓	✓	2	Adhere to the ADOT DBE Program Plan and concomitant procedures.
✓	✓	3	Follow ADOT's guidelines and procedures, and use the forms developed by ADOT to implement its DBE program.
✓	✓	4	Participate in training conducted by ADOT related to DBE requirements and program regulations

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FHWA Funded Projects	FTA Funded Projects	Item Number	DBE Program Compliance Required Activities
✓	✓	5	Require firms that work on DOT-assisted contracts to register in AZ UTRACS.
✓	✓	6	Encourage small firms to register as an SBC (Small Business Concern) via the AZ UTRACS web portal.
✓	✓	7	Utilize certified DBEs found in the AZ UTRACS web portal.
✓	✓	8	Include the DBE contract goal as provided by ADOT BECO for FHWA-funded (and Race-Neutral Agency Voluntary Participation Goal for FTA-funded) contract bid advertisement, bid package, statement of qualification, request for proposal or other solicitation documents.
✓	✓	9	Include applicable DBE contract specifications as provided by ADOT in all DOT-assisted contract bid advertisements, bid packages, statements of qualification, requests for proposal or other solicitation documents.
✓	✓	10	The SUBRECIPIENT shall confirm good faith by the contractor or determine any action required in response to the contractor submission of a verifiable explanation of the discrepancy in the DBE System as early as practicable but in no case later than seven days after reviewing relevant documentation.
✓	✓	11	No later than 15 calendar days after Notice of Procurement Award to a Vendor/Contractor, the SUBRECIPIENT shall enter the name, contact information, and subcontract amounts for all Contracts with federal funding participation associated with this Grant Agreement.
✓	✓	12	No later than 15 days after the end of each month, report payments to prime contractors within the ADOT Local Public Agencies DBE Reporting System located at www.arizonalpa.dbesystem.com.
✓	✓	13	Submit contract data in support of monthly, semi-annual and annual federal reporting submission made by ADOT. Subrecipients/Subgrantees, Certification Acceptance Agencies and LPAs are required to use the ADOT Local Public Agencies DBE System, via www.arizonalpa.dbesystem.com
✓	✓	14	Monitor and enforce that contractors enter and report subcontractor payments by the last day of each month in the LPA DBE System and that Prompt Payment of DBEs and other subcontractors are monitored and enforced. Monitoring is accomplished through the LPA audit process and its notifications.
✓	✓	15	Monitor and ensure Contractor compliance with DBE policies and regulations, including with the ADOTs concurrence, deems appropriate, which may include, but is not limited to: - Withholding payments; - Assessing sanctions; - Liquidated damages; and/or - Disqualifying the contractor from future bidding on the grounds of being non-responsible.

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FHWA Funded Projects	FTA Funded Projects	Item Number	DBE Program Compliance Required Activities
✓	✓	16	ADOT may conduct project site visits to ensure all DBEs are meeting a Commercially Useful Function (CUF) on each DOT-assisted contract. Any DBE determined to not be performing a commercially useful function will be notified by the SUBRECIPIENT within seven calendar days of the decision. In the event that the DBE appeals the decision to ADOT's Business Engagement and Compliance Office, the decision remains in effect unless and until ADOT BECO reverses or modifies Grantee decision. ADOT BECO will promptly consider any appeals and notify the contractor of the ADOT BECO findings and decisions. Decisions on CUF matters are not administratively appealable to USDOT.
✓	✓	17	Implement monitoring and enforcement mechanisms to enforce the terms of the contract, including application of applicable sanctions, as needed, for payment reporting, prompt payment, DBE termination/substitution and not meeting the DBE contract goal.
✓	✓	18	Follow DBE contract specification to notify ADOT BECO and ADOT PM in writing to secure ADOT BECO's approval prior to any termination, substitution, or reduction of work of a committed DBE firm used to meet the contract goal.
✓	✓	19	Monitor DBE utilization on projects and notifying ADOT BECO as soon as SUBRECIPIENT is aware of a potential issue that may affect DBE commitments made at award.
✓	✓	20	Ensure that all DBE Certification of Final Payment Forms are submitted by contractors within 30 days of subcontractor completing the work and submit a copy to ADOT BECO.
✓	✓	21	Ensure timely contract closeout by ensuring all subcontractor payments are reported in the DBE System, closeout contracts in the LPA DBE reporting system, and complete all mandatory reporting requirements in the LPA DBE system by April 1st and October 1st of each year.
✓	✓	22	Part of the proposal submission during a formal procurement (RFP, IFB, etc.), the SUBRECIPIENT must incorporate receipt of a bidder's list into the responsiveness / susceptible for award determination. FAILURE TO SUBMIT THE REQUIRED BIDDERS/PROPOSERS LIST TO THE GRANTEE PROCUREMENT OFFICE BY THE STATED TIME AND IN THE MANNER HEREIN SPECIFIED SHALL BE CAUSE FOR THE BIDDER BEING DEEMED INELIGIBLE FOR AWARD OF THE CONTRACT.
✓	✓	23	Cooperate with ADOT or DOT audits and site visits for DBE regulation and contract compliance; providing access to procedures; project files; and enabling onsite interviews with contracting, financial, DBE compliance, and project staff.
✓	✓	24	Each contract you sign with a contractor or consultant and each subcontract a prime signs with a subcontractor must include the following assurance:

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FHWA Funded Projects	FTA Funded Projects	Item Number	DBE Program Compliance Required Activities
✓	✓	24.a	*A vendor/contractor/consultant/subcontractor/subconsultant (herein after referred to as "contractor") shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements represents a material breach of this contract, which may result in the termination of this contract or such other remedy as the Grantee, with the Department's concurrence, deems appropriate, which may include, but is not limited to:* · *Withholding payments;* · *Assessing sanctions;* · *Liquidated damages; and/or* · *Disqualifying the contractor from future bidding on the grounds of being non-responsible.*
✓	✓	24.b	*Each contractor shall establish a program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.*
✓	✓	24.c	*Each contractor shall designate a full time employee who shall be responsible for the administration of the contractor's DBE program.*
✓	✓	24.d	*Each contractor shall prohibit agreements in which a DBE promises not to provide subcontracting quotations to other bidders.*
✓	✓	24.e	*Subcontract Payment Reporting in the DBE system:*
✓	✓	24.e.1	*The Arizona Department of Transportation (the Department) is required to collect data on DBE and non-DBE participation, including lower tier subcontracts, to report to FTA on Federal-aid projects. The contractor is notified that such record keeping is required by the Department for tracking DBE participation on both race neutral and race conscious projects (i.e. projects with and without DBE goals).*
✓	✓	24.e.2	*The contractor shall respond to Subrecipient payment audits reported each month electronically through the Department's web-based payment tracking system (https://adot.dbesystem.com), reporting its payments to all DBEs and non-DBE subcontractors working on the project. In addition, the contractor shall require that all DBE and non-DBE subcontractors, shall also respond to its audits and report lower-tier subcontractor payments in the same manner.*
✓	✓	24.e.3	*If, by the DBE system audit deadline, the contractor has not submitted the required report for work performed during the preceding month, or the submitted report failed to include all amounts earned by and paid to all DBEs and non-DBEs, including all lower-tier DBE and non-DBE subcontractors, the Project Manager will work with the ADOT MPD Program Manager to determine if sanctions should be assessed. These liquidated damages shall be in addition to all other reductions or liquidated damages provided for elsewhere in the contract.*

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FHWA Funded Projects	FTA Funded Projects	Item Number	DBE Program Compliance Required Activities
✓	✓	24.f	*The contractor shall include these provisions in all of its subcontracts, and ensure that its subcontractors include these provisions in any lower-tier subcontracts.*
	✓	24.g	Any language provided in this Agreement DBE Section supersedes language provided by ProcurementPro for FTA-funded contracting requirements.
✓		25	Submit all FHWA DOT-assisted contracts to ADOT to be assessed for a DBE goal.
✓		26	Notify the ADOT PM and ADOT Business Engagement and Compliance Office (BECO) in writing immediately following DOT-assisted project a) bid opening of architect & engineering, design, or construction low bidder or b) selected professional services when the contractor and/or consultant indicates on the DBE Assurance Form that the DBE contract goal cannot be met.
✓		27	Submit all Good Faith Effort documentation to ADOT BECO for review and concurrence prior to awarding of DOT-assisted contracts.
✓		28	Collect DBE Affidavits (FHWA-funded contracts only), bidder/proposer list confirmation email and all other ADOT required forms and submit to ADOT BECO in accordance with the applicable FHWA Compliance Checklist MPOs and COGs available at website www.azdot.gov/bec:
✓		29	Ensure the receipt of Bid Verification Notice from ADOT BECO prior to contract award.
✓		30	Prior to final payment on any Project with a designated DBE goal, the SUBRECIPIENT shall determine whether the consultant met the designated DBE goal. Where the goal was not met, the SUBRECIPIENT must forward the written determination document and a copy of the final invoice to the ADOT MPD Liaison/Project Manager, who will work with the BECO compliance office to determine if a sanction is required. In the event a sanction is required, the SUBRECIPIENT will reduce the final payment on the Project by the fee, copying the vendor with the sanction notice provided by ADOT.

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EXHIBIT G
INSURANCE (RISK MANAGEMENT) REQUIREMENTS
For Projects that Include Construction
(Effective 03/25/2016)

1) **Indemnification**: To the fullest extent permitted by law, the SUBRECIPIENT shall defend, indemnify, and hold harmless The State of Arizona, and its departments, agencies, boards, commissions, universities, 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 the SUBRECIPIENT or any of its owners, officers, directors, agents, employees or subcontractors. 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 and held harmless by the SUBRECIPIENT from and against any and all claims. It is agreed that the SUBRECIPIENT will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the SUBRECIPIENT agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

2) *This indemnity shall not apply if the SUBRECIPIENT or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

3) In addition, should SUBRECIPIENT utilize a contractor(s) and subcontractor(s) the indemnification clause between SUBRECIPIENT and its contractor(s) and subcontractor(s) shall include the following*:*

a. *Contractor* shall defend, indemnify, and hold harmless the SUBRECIPIENT and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, , 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 the 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 and held harmless 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. Additionally on all applicable insurance policies, contractor and its subcontractors shall include the State of Arizona, and its departments,

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agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and shall also include a waiver of subrogation in favor of the State of Arizona.

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

5) Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Damage to Rented Premises $ 50,000
- Each Occurrence $1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

6) Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) $1,000,000

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

7) Workers' Compensation and Employers' Liability

• Workers' Compensation	Statutory
• Employers' Liability	
○ Each Accident	$1,000,000
○ Disease – Each Employee	$1,000,000
○ Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

8) Additional Insurance Requirements

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

a. The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
b. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

NOTICE OF CANCELLATION: Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

ACCEPTABILITY OF INSURERS: Insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. ADOT in no way warrants that the above-required minimum insurer rating is sufficient to protect the Grantees from potential insurer insolvency.

VERIFICATION OF COVERAGE: The Grantee shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy must be in effect prior to commencement of work and remain in effect for the duration of the project.

All certificates required by this Contract shall comply as follows: The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by the grant agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION**.

INSURANCE REVIEW: The RECIPIENT shall submit all required insurance certificates to ADOT Risk Management via email to MVD1@azdot.gov; cc: the ADOT Project Manager.

Subject Line to Read:

- *Review of Insurance for {insert "MPD ESP" and the Contract Number and the name of RECIPIENT}*

Body of Email:

- *"Please review the attached insurance certificate for compliance with MPD Economic Strength Program requirements."*
- *"Requested Turn Around: 1 Week"*

Attach:

- *Insurance Certificate(s)*

Risk Management will reply back to the RECIPIENT with needed modification(s) and assist where possible to bring the RECIPIENT into compliance. Once the insurance is accepted, Risk Management will send an acceptance response to the RECIPIENT.

SUBCONTRACTORS: Grantees certificate(s) shall include all subcontractors as insured's under its policies or SUBRECIPIENT shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

APPROVAL: Any modification or variation from these insurance requirements shall be made by the Department of Transportation, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

EXCEPTIONS: In the event the Grantee or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the SUBRECIPIENT or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

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AG Determination Letter

Action 24.

Regular Board of Supervisors Meeting **Facilities**

Meeting Date:	09/11/2018		
Approve FAA Airport Grant offer BDI runway Lighting project Design only			
Submitted By:	Jay Howe, Facilities		
Department:	Facilities		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	2
NAME of PRESENTER:	Jay Howe	**TITLE of PRESENTER:**	Facilities Director
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:

Approve Fiscal Year 2018-19 Federal Aviation Administration (FAA) Grant offer in the amount of $55,000 for design only to Replace Runway 17/35 Edge Lighting, Signage, and upgrade Electrical Vault for Bisbee Douglas International Airport, effective September 14, 2018.

Background:

This project was identified in the Airport Master Plan and ACIP (Airport Capital Improvement Plan) and listed on the ALP (Airport Layout Plan). It was originally scheduled for design and construction this FY but due to estimated project cost exceeding our FAA entitlement funds, we will be doing design only this FY and construction in FY 19/20. The funding breakdown is: FAA 91.06%; ADOT 4.47%; and Cochise County 4.47%.

Department's Next Steps (if approved):

Facilities Director will scan signed documents and email to ADOT and FAA, and will mail hard copy original to Brad Davis, FAA project engineer.

Impact of NOT Approving/Alternatives:

If not approved the county will not receive the necessary design, engineering, repairs, and upgrades outlined in the project scope for Bisbee Douglas International Airport. Project cost is: $55,970.82 FAA; $50,967.19 ADOT; and $2,501.91 Cochise County.

To BOS Staff: Document Disposition/Follow-Up:

Original hard copy documents signed by BOS Chairperson and returned to Facilities Director

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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

FAA Grant offer
GrantApprovalForm

U.S. Department
of Transportation
Federal Aviation Administration

Western-Pacific Region
Airports Division
Phoenix Airports District Office

3800 North Central Avenue, Suite 1025
Phoenix, AZ 85012

August 14, 2018

Ms. Peggy Judd, Chairperson
Cochise County – Board of Supervisors
1415 Melody Lane, Building G
Bisbee, Arizona 85603

Dear Ms. Judd:

Enclosed are two copies of the Grant Offer for Airport Improvement Program (AIP) Project Number 3.04.0013.012.2018 for the Bisbee-Douglas International Airport, Arizona. This letter outlines expectations for success, please read the conditions carefully.

To properly enter into this agreement, Cochise County must do the following:

- The governing body must provide authority to execute the grant to the individual signing the grant (i.e., the county's authorized representative);
- The county's authorized representative must execute the grant, followed by the attorney's certification, no later than September 14, 2018, in order for the grant to be valid. The date of the attorney's signature must be on or after the date of the county's authorized representative's signature; all signatures must be made with blue or black ink; signature stamps will not be accepted;
- The county or the county's representative may not make any modification to the text, terms or conditions of the Grant Offer;
- Because time is now critical for entering the executed grant into the FAA system, we request the county send a copy of the signed agreement to our office by electronic-mail (pdf) prior to sending the hardcopy document through U.S. Mail or commercial courier. Retain one copy of the executed Grant Agreement for the county's records and provide ADOT – MPD Aeronautics Group an electronic copy (pdf).

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Please note Grant Condition No. 6 requires the county to complete the project without undue delay. We will be monitoring the county's progress to ensure proper stewardship of these Federal funds. The county is expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress. Should the county fail to make draws on a regular basis, this grant may be placed in "inactive" status which will impact future grant offers.

Until the grant is completed and closed, the county is responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (design/construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and

- Performance Reports are due within 30 days of the end of a reporting period as follows:
    1. Non-construction project: Due annually at end of the Federal fiscal year.
    2. Construction project: Submit FAA form 5370-1 Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, Cochise County must comply with audit requirements as established under 2 CFR §200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure the county will comply with applicable audit requirements and standards.

Once the project is completed and all costs are determined, we ask the county close the project without delay and submit the final closeout report documentation as required by the Phoenix Airports District Office.

Brad Davis is the assigned program manager for this grant and is readily available to assist the county and the county's designated representative with the requirements stated herein. We sincerely value the county's cooperation in these efforts and look forward to working with you to complete this airport development project.

Sincerely,

Mike N. Williams, Manager
Phoenix Airports District Office

U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	August 14, 2018
Airport	Bisbee-Douglas International
AIP Grant Number	3-04-0013-012-2018
DUNS Number	020126041

TO: **County of Cochise, Arizona**
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 25, 2018, for a grant of Federal funds for a project at or associated with the Bisbee-Douglas International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Bisbee-Douglas International Airport (herein called the "Project") consisting of the following:

Reconstruct Runway 17/35 edge lights and upgrade electrical vault (design only)

which is more fully described in the Project Application.

NOW THEREFORE, according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer; and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FAA, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 91.06 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $55,500.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

   $ 0 for planning

   $ 55,500 for airport development or noise program implementation; and,

   $ 0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

   The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

   The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.38, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 14, 2018, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount

of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. **System for Award Management (SAM) Registration and Universal Identifier.**

    A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866–705–5771) or on the web (currently at http://fedgov.dnb.com/webform).

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

17. **Maximum Obligation Increase for Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant **Offer**:

    A. may not be increased for a planning project;

    B. may be increased by not more than 15 percent for development projects;

    C. may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Provide one copy of the completed audit to the FAA if requested.

19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    A. Verify the non-federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
        2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
        3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.

    B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).

    C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

20. **Ban on Texting When Driving.**

    A. In accordance with Executive Order 13513 Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10 Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
            a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
            b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

    B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts

21. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated October 2014, as submitted with the Airport Layout Plan set accepted by the FAA May 5, 2015, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

22. **Employee Protection from Reprisal.**

    A. Prohibition of Reprisals –

        1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
            a. Gross mismanagement of a Federal grant;
            b. Gross waste of Federal funds;
            c. An abuse of authority relating to implementation or use of Federal funds;
            d. A substantial and specific danger to public health or safety; or
            e. A violation of law, rule or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
   a. A member of Congress or a representative of a committee of Congress;
   b. An Inspector General;
   c. The Government Accountability Office;
   d. A Federal office or employee responsible for oversight of a grant program;
   e. A court or grand jury;
   f. A management office of the grantee or subgrantee; or
   g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

23. **Current FAA Advisory Circulars for AIP Projects.** The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the *Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects*, dated February 20, 2018, and included in this grant, and in accordance with applicable state policies, standards and specifications approved by the Secretary.

24. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.

25. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.

26. **Design Grant.** This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design of the project, and the Sponsor has not completed the design within four (4) years from the execution of this grant agreement, the FAA may suspend or terminate grants related to the design.

27. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specifications is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards and specifications approved by the FAA. The Sponsor understands that:

A. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
B. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and,
C. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

28. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) the project results in a complete, usable unit of work as defined in the grant agreement; and (2) the Sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) the Sponsor submits all necessary closeout documentation; and (2) the Sponsor receives final payment notification from the ADO.

#

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

_____
(Signature)

Mike N. Williams
(Typed Name)

Manager, Phoenix Airports District Office
(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.[1]

Executed this _____ day of _____, _____.

COUNTY OF COCHISE, ARIZONA
(Name of Sponsor)

_____
(Signature of Sponsor's Authorized Official)

By: _____
(Printed Name of Sponsor's Authorized Official)

Title: _____
(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Arizona. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____, _____.

By _____
(Signature of Sponsor's Attorney)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

FAA
Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/20/2018

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 1	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 1/29/2018

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

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.

Action 25.

Regular Board of Supervisors Meeting **Health & Social Services**

Meeting Date: 09/11/2018

Emergency Preparedness Program

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 Submitted for Signature:**	0
NAME of PRESENTER:	Gregory McQuaide	**TITLE of PRESENTER:**	PHEP Director
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:

Approve the Arizona Department of Health Services IGA ADHS17-133164 Amendment #4 for the Emergency Preparedness Program between the Arizona Department of Health Services and Cochise Health & Social Services in the amount of $237,293, effective July 1, 2018 through June 30, 2019.

Background:

This Public Health Emergency Preparedness (PHEP) Grant is the continuation of the Cooperative Agreement between ADHS and the County. This funding will enable CHSS staff to continue communicable disease surveillance and reporting, as well as participate in all state-mandated exercises and functions.

Department's Next Steps (if approved):

Your approval is respectfully requested.

Impact of NOT Approving/Alternatives:

The PHEP program will not be able to complete the associated Public Health Emergency Preparedness Deliverables for the budget period.

To BOS Staff: Document Disposition/Follow-Up:

N/A

Budget Information

Information about available funds

Budgeted: ◉ **Funds Available:** ○ **Amount Available:** $237293.00

Unbudgeted: ○ **Funds NOT Available:** ○ **Amendment:** ☐

Account Code(s) for Available Funds 1:

Fund Transfers

Fiscal Year: 2019

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

Ongoing Costs? ($$$):

County Match Required? ($$$):

A-87 Overhead Amt? (Co. Cost Allocation $$$): $105506.00

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

Grant Title	Contract #	Amount	Salaries + ERE's	Authorized Overhead	A-87 OH @46.98%	**Net Co. Subsidy**
PHEP	ADHS 17-133164	$237,293	$224,576	$0 *	$ 105,506	$ 105,506

* Overhead used to meet required 10% soft match.

Attachments

IGA
Executive Summary
Grant Approval Form

	INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT	**ARIZONA DEPARTMENT OF HEALTH SERVICES** 150 North 18th Avenue, Suite 260 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Agreement No: **ADHS17-133164** / Amendment No: 4	Procurement Officer: **Russell Coplen**

Emergency Preparedness Program

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

1. Pursuant to Terms and Conditions, Provision 6. Contract Changes, Section 6.1 Amendments, Purchase Orders and Change Orders, the Scope of Work is revised to add the Scope of Work of this Amendment Four (4).

2. Pursuant to Terms and Conditions, Provision 6. Contract Changes, Section 6.1 Amendments, Purchase Orders and Change Orders, The Contract Price Sheet is revised to include the Price Sheet of this Amendment Four (4).

3. Pursuant to Terms and Conditions, Provision 6. Contract Changes, Section 6.1 Amendments, Purchase Orders and Change Orders, Attachment A is added to the Scope of Work of this Amendment Four (4).

All other provisions shall remain in their entirety.

Cochise County Contractor Name		**CONTRACTOR SIGNATURE** Contractor Authorized Signature
1415 West Melody Lane Building A Address		Printed Name
Bisbee AZ 85603 City State Zip		Title
CONTRACTOR ATTORNEY SIGNATURE 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. Signature Date Printed Name		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. **State of Arizona** Signed this _____ day of _____ 2018 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 North 18th Avenue, Suite 260 Phoenix, Arizona 85007
	Agreement No: **ADHS17-133164**	Amendment No: 4	Procurement Officer: **Russell Coplen**

1. BACKGROUND

1.1. The Arizona Department of Health Services (ADHS) receives supplemental funding from the Centers for Disease Control and Prevention (CDC) to further develop and enhance the State of Arizona, Bureau of Public Health Emergency Preparedness (PHEP). These funds are used to support development and implementation of Tasks in this Scope of Work. The ADHS has determined that the most expeditious methodology to enhance these Tasks is to partner with the County Health Departments.

1.2. ADHS continues to look at ways to expand our preparedness capabilities based on our Five-Year Plan and the Capability planning Guide (CPG) data. Based on that information and the guidance set forth by the Center for Disease Control (CDC) ADHS has developed this PHEP grant agreement.

2. OBJECTIVE

Develop plans along with the timetables and necessary activities to fully implement the Contractor's partnership role in response to the CDC capabilities and the programmatic methodology requirements of the Scope of Work.

3. SCOPE OF WORK

3.1. The Scope of Work is outlined in the following Provision Four (4). Tasks.

3.2. In addition, the Annual Performance Requirements are outlined in the Attachment A incorporated herein. Attachment A will change every year, as well as the estimated budget for the period of July 1st through June 30th.

3.3. The Contractor shall submit a detailed Budget based upon their estimated cost associated with continuation of the programmatic Annual Performance Requirements through the Contract period, unless terminated, canceled or extended as otherwise provided herein. This Budget shall be submitted in the online Budget Tool format as provided by PHEP. The Contractor shall have the flexibility of making adjustments to the Budget categories of the budgeted amount provided on the approved budget. However, any change shall be requested in writing on the Budget Tool and shall not be implemented until approved electronically by the ADHS. It is the responsibility of the Contractor to coordinate and manage funds under this Contract.

3.4. Additional tasks, reporting, deliverables and program information can be found in Attachment A; Grant Guidance – Budget Period 1 Supplemental.

4. TASKS

The Contractor shall:

4.1. Maintain a person appointed as liaison and PHEP coordinator for this grant funding;

4.2. Maintain a detailed plan for 24/7 response to Public Health Emergencies along the guidelines and deliverables for the current year;

4.3. Maintain a timeline for the development of county-wide plans for Public Health Emergencies, preparedness for a bioterrorism event, infectious disease outbreak, or other public health emergency;

4.4. Maintain a timeline and a plan to identify personnel to be trained, to receive and distribute critical stockpile items and manage a mass distribution of vaccine and/or antibiotics on a twenty-four (24) hours a day, seven (7) days a week basis;

4.5. Maintain a plan to receive and evaluate urgent disease reports from all parts of the jurisdiction on twenty-four (24) hours a day, seven (7) days a week basis. Maintenance of the plan shall include participation in state-wide electronic disease surveillance initiatives;

4.6. Maintain a plan to enhance risk communication and information dissemination to educate the public regarding exposure risks and effective public response;

4.7. Submit an annual Budget based upon the cost reimbursement budgetary guidelines and the Budget Tool provided online at Health Services Portal;

4.8. Submit the completed Budget on or before a date determined annually by the CDC and the ADHS;

4.9. Be advised by correspondence from the ADHS PHEP on the available funding amounts on or before June 30th;

4.10. The funding shall be based on required critical and enhanced capacities for the Contractor's geographical area; and

4.11. Prepare and submit a detailed budget for the period of July 1st through the following June 30th of each Budget year. The Contractor shall meet all reporting requirements for federal funding, including those years in which a match requirement is established.

5. ANNUAL PERFORMANCE REQUIREMENTS

The Contractor shall:

5.1. Perform the requirements as outlined in the Attachment A, Deliverables;

5.2. Attend at Sponsored Grant Meetings (two (2) events annually);

5.3. Attend Healthcare Coalition Meetings

5.3.1. Recommend participation by the designated preparedness coordinator or representative during HCC meetings (regions listed below). These meetings provide an opportunity for collaboration with healthcare facilities, county, state, tribal, and other response partners.

5.3.1.1. Coalitions shall continue to plan, develop, and maintain memorandums of understanding (MOU) to share assets, personnel and information; and

5.3.1.2. Coalitions shall develop plans to unify ESF-8 management of healthcare during a public health emergency, and integrate communication with jurisdictional command in the area.

5.3.2. Regions are defined as follows:

5.3.2.1. AzCHER Northern:

5.3.2.1.1. County Representatives: Apache, Coconino, Navajo, and Yavapai.

5.3.2.1.2. Tribal Representatives: Hopi Tribe, Kaibab-Paiute Tribe & Navajo Nation.

5.3.2.2. AzCHER Western:

5.3.2.2.1. County Representatives: La Paz, Mohave and Yuma.

5.3.2.2.2. Tribal Representatives: Colorado River Indian Tribe & Fort Mojave Indian Tribe, Cocopah Tribe and Fort Yuma Quechan Tribe.

5.3.2.3. AzCHER Central:

5.3.2.3.1. County Representatives: Gila, Maricopa and Pinal.

5.3.2.3.2. Tribal Representatives: Gila River Indian Community, San Carlos Apache Tribe and White Mountain Apache Tribe.

5.3.2.4. AzCHER Southern:

5.3.2.4.1. County Representatives: Cochise, Graham, Greenlee, Pima, and Santa Cruz.

5.3.2.4.2. Tribal Representatives: Pascua Yaqui Tribe and Tohono O'odham Nation.

6. FINANCIAL REQUIREMENTS

6.1. Match Requirement

The PHEP award requires a ten percent (10%) "in-kind" or "soft" match from all the grant participants. Each recipient must include in their budget submission the format they will use to cover the match and method of documentation. Failure to include the match formula will preclude funding.

6.2. Inventory

Upon request, the Contractor shall provide an inventory list to ADHS as part of the midyear report. Inventory List shall include all capital equipment (items over $5,000.00 each).

6.3. Budget Allocation and Work Plan

6.3.1. The Contractor shall complete the budget tool provided by ADHS, and return to ADHS for review and approval. Funding will not be released until the budget has been approved by ADHS; and

6.3.2. All activities and procurements funded through the PHEP grant shall be aligned with the budget/spend plan and work plan. These tools shall help the Contractor reach the goals and objectives outlined in the Capability Deliverables section of this document.

6.4. Grant Activity Oversight

6.4.1. Each PHEP grant recipient shall maintain an appointed Preparedness Coordinator that will be responsible for oversight of all grant related activities. The Coordinator shall be the main point of contact in regard to the grant. The Coordinator shall work closely with ADHS to ensure all deliverables and requirements are met: and

6.4.2. Pursuant to, and in compliance with, Standard Operating Procedures for Monitoring, ADHS shall coordinate with the appointed Preparedness Coordinator responsible for oversight of grant act to include compliance with sub-recipient monitoring.

6.5. Failure to meet the performance measures or deliverables may result in withholding from a portion of subsequent awards.

7. EXERCISE Recommendations

7.1. MULTI-YEAR TRAINING AND EXERCISE PLAN (MYTEP) PHEP-HPP capabilities (and grant funded training/exercises).

The Contractor shall:

7.1.1. Participate in the Statewide Training and Exercise Planning Workshop/Webinar;

7.1.2. Update and maintain a Multi-Year Training and Exercise Plan, inclusive dates are July 01, 2016 through June 30, 2021. Multi-Year plan shall be provided to ADHS upon request; and

7.1.3. Exercise and trainings shall meet implementation criteria and follow evaluation guidance. All grant funded trainings and exercises must be gap based. Gap based indicates an area of a capability to be built, or an area of improvement from a previous exercise/real-world response, address jurisdictional or local risk assessment, or other source (e.g. CPG data) to support achieving operational readiness.

7.2. EXERCISE IMPLEMENTATION CRITERIA

Homeland Security Exercise and Evaluation Program. The contractor shall:

7.2.1. Conduct preparedness exercises when appropriate, in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP) fundamentals including:

7.2.1.1. Exercise Design and Development;

7.2.1.2. Exercise Conduct;

7.2.1.3. Exercise Evaluation; and

7.2.1.4. Improvement Planning.

7.2.2. Find more information on the April 2013 HSEEP guidelines and exercise policy available at https://www.preptoolkit.org/web/hseep-resources .

7.2.3. Assure provisions and needs of at-risk individuals are included within the design of exercises. The Contractor shall report on the strengths and areas for improvement identified through the coalition based exercise After Action Report and Improvement Plan (AAR/IP). To learn more about the U.S. Department of Health and Human Services' definition of "at-risk" population visit this website: http://www.phe.gov/preparedness/pages/default.aspx

7.2.4. Exemption: A real incident may be substituted for a qualifying coalition based exercise; however the after- action report (AAR) shall document how the HCC members met qualifying criteria (both implementation and evaluation criteria).This scenario will be discussed on an as-requested basis.

7.3. EXERCISE EVALUATION CRITERIA

The Contractor Shall:

7.3.1. Address Capability 3: Emergency Operations Coordination, Capability 6: Information Sharing, and Capability 10: Medical Surge. The exercises shall also address Recovery/Continuity of operations within Capability 2: Healthcare System Recovery;

7.3.1.1. Qualifying exercises at a minimum shall include the community emergency management partner and/or incident management, the community public health partner and the EMS agency during the design, development, and implementation;

7.3.2. Ensure the functional needs of at-risk individuals are included in response and are identified and addressed in operational plans;

7.3.2.1. After Action Reports;

7.3.2.2. After Action Reports shall be submitted to ADHS within sixty (60) days after the exercise;

7.3.3. Attend ADHS Sponsored Events.

7.3.3.1. The Contractor shall participate in ADHS sponsored events throughout BP1 Supplemental (July 1, 2018 through June 30, 2019).

8. REPORTING DELIVERABLES

Progress on the deliverables, performance measures and activities funded through the PHEP/HPP grant shall be reported in a timely manner to ensure ADHS has adequate time to compile the information and prepare if for submission at the federal level.

8.1. Mid-Year Report (dates covered: July 1 – December 31)

8.1.1. ADHS shall send out the Mid-Year report template in advance of the Due Date.

8.1.2. Due Date will be determined additionally.

8.2. ADHS shall provide the Performance Measures templates (if applicable) in advance of the Due Date.

8.3. The Contractor shall provide ADHS with updated Public Health Emergency Contact list on a template provided by ADHS. The list should include contact information for the primary, secondary, and tertiary individuals for the Public Health Incident Management System (e.g. Incident Commander, Operations, etc.) and posted on the HSP.

8.3.1. Due Date: At time of midyear reporting.

8.4. End-of-Year Report (dates covered: January 1 – June 30)

8.4.1. ADHS shall send out the End-of-Year report template in advance of the Due Date.

8.4.2. Due Date will be determined additionally.

8.5. Public Health Emergency Preparedness (PHEP) And Hospital Preparedness Program (HPP)

8.5.1. See Attachment A for deliverable requirements.

9. NOTICES, CORRESPONDENCE AND REPORTS

9.1. Notices, Correspondence and Reports from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services
Public Health Emergency Preparedness
Bureau Chief
150 N 18th Avenue Ste.150
Phoenix, AZ 85007

9.2. Notices, Correspondence and Payments from the ADHS to the Contractor shall be sent to:

Cochise County Health Department
1415 W. Melody Lane Building A
Bisbee, AZ 85603
Attn: Elizabeth Lueck
Phone: 520-432-9437
elueck@cochise.az.gov

	INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 North 18th Avenue, Suite 260 Phoenix, Arizona 85007
	Agreement No: **ADHS17-133164**	Amendment No: 4	Procurement Officer: **Russell Coplen**

PHEP Budget Period One (1) Supplemental

July 1, 2018 through June 30, 2019

Cost Reimbursement

Description	Quantity	Unit Rate	Total Cost
Additional funds to enhance current PHEP activities per the deliverables in Attachment A.	1	$237,293.00	$237,293.00

TOTAL	$237,293.00

Attachment A

ARIZONA DEPARTMENT OF HEALTH SERVICES

2018-2019 Public Health Emergency Preparedness

GRANT GUIDANCE

BUDGET PERIOD 1 SUPPLEMENTAL

PERIOD OF PERFORMANCE

(July 1, 2018 – June 30, 2019)

INTRODUCTION

The Arizona Department of Health Services (ADHS) Budget Period 1 Supplemental PHEP Grant Guidance (July 1, 2018-June 30, 2019) has been developed based on that information and the guidance set forth in the Centers for Disease Control and Prevention's Office of Public Health Preparedness and Reponses funding opportunity announcement 2017-2022 Hospital Preparedness program (HPP)-PHEP Cooperative Agreement CDC-RFA-TP17-1701. In the new cooperative agreement guidance, the awardee (Arizona Department of Health Services) and sub-recipients (tribal and county Health Departments) will increase or maintain their levels of effectiveness across six key preparedness domains using the logic model to achieve a prepared public health system.

These domains are:

1. Community Resilience
    a. Capability 1: Community Preparedness
    b. Capability 2: Community Recovery
2. Strengthen Incident Management
    a. Capability 3: Emergency Operation Coordination
3. Strengthen Information Management
    a. Capability 4: Emergency Public Information and Warning
    b. Capability 6: Information Sharing
4. Strengthen Countermeasures and Mitigation
    a. Capability 8: Medical Countermeasure Dispensing
    b. Capability 9: Medical Materiel Management and Distribution
    c. Capability 11: Non-Pharmaceutical Interventions
    d. Capability 14: Responder health and Safety Health
5. Strengthen Surge Management
    a. Capability 5: Fatality Management
    b. Capability 7: Mass Care
    c. Capability 10: Medical Surge
    d. Capability 15: Volunteer Management
6. Strengthen Biosurveillance.
    a. Capability 12: Public Health Laboratory Testing
    b. Capability 13: Public Health Surveillance and Epidemiological Investigation

Awardees and sub-recipients will develop and strengthen six domains through the implementation of the strategies and activities during the project period. ADHS can provide technical assistance upon request and encourage all sub-recipients to actively coordinate preparedness activities in their jurisdictions.

STRATEGIES AND ACTIVITIES

Domain 1 Strategy: Strengthen Community Resilience

Resilient communities develop, maintain, and leverage collaborative relationships among government, community organizations, and individual households that enable them to more effectively respond to and recover from disasters and emergencies. Sub-recipient will conduct the following activities that sustain or expand community resilience. These activities will be actionable, realistic, and support the achievement of readiness outputs and intended outcomes.

- Characterize the probable risks to the jurisdiction and the Health Care Coalition (HCC)

- Characterize populations at risk
- Engage communities and health care systems
- Operationalize response plans.

Activity 2: Characterize the Probable Risks to the Jurisdiction and the HCC

Joint Requirements

1. Sub-recipient will participate in or complete a jurisdictional risk assessment (JRA) at least once every five years. The five-year period can extend from one project period to the next. For instance, if a JRA was conducted in Budget Period 2 during the previous project period, one is now necessary during BP 1 Supplemental. ADHS sub-recipients should coordinate risk assessment activities with each other and with relevant emergency management and homeland security programs in their jurisdictions. In addition, risk assessment activities will be coordinated as possible with relevant emergency management and homeland security programs to support jurisdictional Threat and Hazard Identification and Risk Assessment (THIRA) efforts.
2. Sub-recipient should use the JRA to identify the potential hazards, vulnerabilities, and risks facing their jurisdiction and their HCCs. Sub-recipient should incorporate the impact from incidents that may have occurred since the last JRA. Sub-recipient will ensure HCCs have the opportunity to provide input into the JRA for this project period. Further, sub-recipients will provide their HCC with the date the JRA was completed or is projected to be completed.
3. ADHS recommends more frequent analyses of hazards and vulnerabilities to maintain progress toward improving community resilience. Sub-recipients should incorporate impact from incidents that may have occurred since the last JRA for which public health or health care had a lead role in mitigating identified disaster health risks. In addition, ADHS recommends sub-recipients review current findings of the National Health Security Preparedness Index (NHSPI) and the Arizona's State Preparedness Reports (SPR) to help gauge risks and gaps. NHSPI is intended to help guide efforts to improve state and local public health systems and achieve a higher level of health security preparedness. HPP and PHEP sub-recipients should use NHSPI results to help them assess their jurisdictional strengths and weaknesses. The results should be analyzed, along with other data sources such as the HHS Capabilities Planning Guide, jurisdictional risk assessments, incident after-action reports and improvement plans, site visit observations, and other jurisdictional priorities and strategies, to help determine their strategic priorities, identify program gaps, and, ultimately, prioritize preparedness investments. More information on the NHSPI can be found at http://www.nhspi.org/.

Activity 3: Characterize Populations at Risk

Joint Requirements:

1. Certain individuals may require additional assistance before, during, and after an emergency. Sub-recipients will conduct inclusive risk planning for the whole community, including for children; pregnant women; senior citizens; individuals with access and functional needs, including people with disabilities; individuals with pre-existing, serious behavioral health conditions; and others with unique needs throughout BP 1 Supplemental. In conducting this risk planning, sub-recipients will involve their local HCC and its HCC members. In addition, sub-recipients are encouraged to involve experts in non-infectious diseases (chronic conditions and maternal and child health experts) in risk planning.
2. Sub-recipients will describe the structure or processes in place to integrate the access and functional needs of at-risk individuals. Recommended strategies involve inclusion in public health, health care and behavioral health response activities; furthermore, these strategies should be identified and addressed in operational work plans.

ADHS encourages sub-recipients and HCCs to identify community partners with established relationships with diverse at-risk populations, such as social services organizations and Federally Qualified Health Centers.

PHEP Requirements/Recommendations:

1. In addition to the JRA assessment requirements, sub-recipients will work with their HCCs to meet the needs of those in the community with unique health care needs or those that have electricity-dependent medical devices. Sub-recipients should also have processes in place for identifying individuals with disabilities and others with access and functional needs that might require special assistance from the emergency management system. Sub-recipients will address the unique needs of these at-risk populations in their plans, exercises, and responses. ADHS will provide Sub-recipients with specific tools, resources, and guidance documents for addressing the unique needs of at-risk populations. One planning resource is CDC's Public Health Workbook to Define, Locate, and Reach Special, Vulnerable, and At-risk Populations in an Emergency. Available at http://emergency.cdc.gov/workbook/pdf/ph_workbookfinal.pdf, the workbook identifies five categories that should be considered in planning:
    a. Economic Disadvantage (using poverty as criteria may help reach a large number of people)
    b. Language and Literacy (includes people who have limited ability to read, speak, write or understand English or their native language)
    c. Medical Issues and/or Disability (Persons with any impairment that substantially limits a major life activity or physical, mental, cognitive, or sensory issues)
    d. Isolation (cultural, geographic, or social)
    e. Older adults (with chronic health issues or other impeding factors)
    f. Infants and children 18 years or younger can also be at risk, particularly if they are separated from their parents or guardians.

    To address the needs of infants and children, sub-recipients should collaborate with child-serving institutions such as schools and daycare centers to assure crisis preparedness plans are in place. In addition, ADHS recommends sub-recipients consider family reunification plans for schools and day cares centers, either as part of crisis preparedness plans or separate plans for reunification. ADHS also strongly recommends that sub-recipients use the Agency for Toxic Substances and Disease Registry (ATSDR)'s Social Vulnerability Index, which helps identify risk factors and at-risk populations by geographic area.

2. Response Plans for Chemical, Biological, Radiological, Nuclear, and Explosive Threats
    Sub-recipients will develop response plans for chemical, biological, radiological, nuclear, and explosive (CBRNE) threats. This includes conducting bio-surveillance activities to develop or update response plans as necessary to meet preparedness goals with respect to CBRNE threats, whether naturally occurring, unintentional, or deliberate. Sub-recipients should also consider active shooter and other threats. ADHS encourages sub-recipients to design response plans that focus on assessing medical surge needs and to work with their HCCs and health care systems to coordinate activities and to provide surge support as needed. Plans should highlight the importance of using a "systems" approach to manage scarce resources, including limited medical countermeasures, decontamination and contamination control, staff, and medical resources.

3. Community Assessment for Public Health Emergency Response (CASPER)
    The Community Assessment for Public Health Emergency Response (CASPER) is a rapid needs assessment methodology designed to quickly gather household-based information from a community. Although originally designed for disaster response, CASPER is now used by health departments for preparedness activities such as assessments of chronic respiratory conditions, determining perceived health impact of proposed coal gasification plants, knowledge of mosquito prevention, and projected vaccination behaviors. As all jurisdictions are at risk for environmental emergencies, PHEP funding can be used for CASPER training and for conducting CASPER

assessments. Subject to jurisdictional priorities and training availability, ADHS recommends that sub-recipients should either attend in-person CASPER trainings conducted by CDC subject matter experts (SME) or conduct a CASPER with technical assistance from CDC SMEs. Sub-recipients can find more detailed information and resources at https://www.cdc.gov/nceh/hsb/disaster/casper/training.htm

4. Environmental Public Health Tracking
   Sub-recipients may use PHEP funds to collaborate with the state and local environmental tracking programs to support activities related to environmental public health tracking. Potential areas for collaboration between the sub-recipients' environmental health programs include:

   - Identifying and providing essential data (health and environmental), information, and tools and methodologies to help conduct environmental health surveillance, spatial temporal analysis, and data visualization to help key state and local emergency response partners facilitate situational awareness and mitigate negative environmental health effects before, during, and after an emergency response.
   - Improving awareness of local environmental impacts on health among community members and responders before, during, and after an event.
   - Identifying population groups at highest risk for natural, chemical, and radiological events to target preparedness strategies and monitor response and recovery impacts.

   More information is available at http://www.cdc.gov/nceh/tracking/.

Activity 4: Engage Communities and Health Care Systems

Joint Requirements:

1. Sub-recipients will continue to build and sustain community partnerships to support health care preparedness and response to ensure that activities have the widest possible reach with the strongest possible ties to the community.
2. Sub-recipients will describe the structure or processes in place to integrate the access and functional needs of at-risk individuals. Recommended strategies to integrate the access and functional needs of at-risk individuals involve inclusion in public health, healthcare, and behavioral health response strategies within work plans. ADHS recommends sub-recipients and their HCC identify community partners with established relationships with diverse at-risk populations, such as social services organizations, and use available tools to better anticipate the potential access and functional needs of at-risk community members before, during, and after an emergency. Helpful tools include the CDC Public Health Workbook To Define, Locate, and Reach Special, Vulnerable, and At-risk Populations in an Emergency and ATSDR's Social Vulnerability Index https://svi.cdc.gov/), which helps identify risk factors and at-risk populations by geographic area.
3. Sub-recipients will participate in their jurisdictions HCC. Sub-recipients should also ensure partnership and engagement with fusion centers, poison control centers, and other community-based organizations.

Activity 5: Operationalize Response Plans

Joint Requirements:

1. Sub-recipients, as part of a coordinated statewide effort, will participate in a joint statewide exercise (functional or full-scale exercise) once every five years. The five-year period can extend from one project period to the next. For instance, if a functional or full-scale exercise occurred in Budget Period 2 during the previous project period, participation is now necessary during BP 1 Supplemental. Participation will test progress toward achieving the

capabilities outlined in the 2017-2022 Health Care Preparedness and Response Capabilities and the Public Health Preparedness Capabilities: National Standards for State and Local Planning.

Domain 2 Strategy: Strengthen Incident Management
Sub-recipients will conduct the following activities to strengthen emergency operations management throughout all phases of an incident.

- Coordinate emergency operations
- Standardize the incident command structure (ICS) for public health
- Establish incident command structures for health care organizations and HCCs
- Ensure HCC integration and collaboration with ESF-8
- Expedite fiscal and administrative preparedness procedures

Activity 1: Coordinate Emergency Operations

Joint Requirements

1. All-hazards Emergency Preparedness and Response Plan –
    a. Sub-recipients will maintain a current all-hazards public health and medical emergency preparedness and response plan.
    b. Sub-recipients will submit their plans to ADHS when requested and make it available for review during site visits.
    c. Sub-recipients will provide an opportunity for their HCC in their jurisdictions to review and provide updates to their preparedness and response plans.
    d. In addition, sub-recipients will obtain public comment and input on public health and medical emergency preparedness and response plans and their implementation using existing advisory committees or a similar mechanism to ensure continuous input from other state, local, and tribal stakeholders, the health care delivery system, and the general public, including members of at-risk populations and those with an expertise integrating the access and functional needs of at-risk individuals.
2. Emergency Management Assistance Compact (EMAC)
    a. Sub-recipients will describe in their all-hazards public health and medical emergency preparedness and response plans how they will use EMAC or other mutual aid agreements for medical and public health mutual aid to support coordinated activities and to share resources, facilities, services, and other potential support required when responding to emergencies that impact the public's health.
    b. Sub-recipients should work with state emergency management organizations and other related agencies to incorporate EMAC into training and exercises as a way to gain familiarity with processes for requesting and deploying resources through the EMAC system.

PHEP Requirements/Recommendations

1. Sub-recipients will conduct training for incident command and support personnel and drill and exercise the public health jurisdictional incident command structure. When possible, such training should include emergency management partners. In addition, awardees will ensure that local jurisdictions are involved in drills and exercises to improve implementation of the incident command structure as it applies to responding to public health threats and emergencies.
2. Infectious Disease Response – ADHS recommends that sub-recipients develop and implement plans and protocols for rapid and appropriate public health actions, such as controlled movement, isolation, quarantine, or public health orders pursuant to applicable statutes and regulations.

Activity 2: Standardize Incident Command Structure for Public Health

PHEP Requirements/Recommendations

1. Sub-recipients will develop and establish an incident management framework consistent with the National Incident Management System (NIMS). Sub-recipients will use the National Response Framework (NRF) to guide governments at all levels including state, local, territorial, and tribal government planning. All levels of government will be prepared under NRF to conduct an all-hazards incident response. Emergency operations plans should use incident command to implement elements of the NRF in scalable and flexible ways.
2. In addition, sub-recipients will coordinate emergency operations with appropriate staff to address all potential hazards.
3. In addition to command staff and support function staff, sub-recipients will have available lists of staff who have been identified in advance for a medical or public health response.
4. Sub-recipients will also have operational plans or annexes that address resource management; communications and information management; emergency public warning and information; medical surge and non-pharmaceutical interventions; and first responder and volunteer management.

Activity 5: Expedited Fiscal Procedures Are in Place for Ensuring Funding Reaches Impacted Public Health Departments, HCCs, and their Members during an Emergency Response

Joint Requirements

1. Sub-recipients will have expedited fiscal procedures that ensure the funding provided through ADHS funding mechanisms reach the impacted communities in an expedited manner, especially during an emergency response. Sub-recipients will ensure that these systems are routinely tested.

PHEP Requirements/Recommendations

1. Sub-recipients will document the time it takes to receive funds from the state to local public health, both during emergencies and during routine grant administration. Sub-recipients will develop and submit plans to with required progress reports.
    a. **Fiscal and Administrative Emergency Processes**: describe expedited fiscal and other administrative processes and identify procedures to test fiscal preparedness planning for such activities, including:
        - Emergency procurement and contracting authorities and processes and how they differ from day-to-day business processes;
        - Receiving emergency funds during a real incident or exercise, as well as reducing the cycle time for contracting or procurement during a real incident or exercise;
        - Emergency hiring processes (workforce surge) and how they differ from customary hiring processes;
        - Reporting/monitoring methodology to ensure payment efficiency and funding accountability; and
        - Implemented internal controls related to any negative audit findings resulting from suboptimal internal controls.
2. ADHS encourages sub-recipients to exercise their fiscal processes at least once during BP 1 Supplemental. Sub-recipients should identify priorities for exercising, considering examples such as:
    - Receiving emergency funds,
    - Reducing the cycle time for contracting and procurement,
    - Hiring, and
    - Financial reporting, budget management and administration systems, and regulations.

Domain 3 Strategy: Strengthen Information Management
Sub-recipients will conduct the following activities to strengthen information sharing among public health and medical preparedness and response partners and enhance emergency public information and warning.

- Share situational awareness across the health care and public health systems
- Share emergency information and warnings across disciplines, jurisdictions, and HCCs and their members.
- Conduct external communication with the public.

Activity 1: Share Situational Awareness across the Health Care and Public Health Systems

Joint Requirements:

1. Common Operating Picture
    a. Sub-recipients will work together to establish a common operating picture, or situational awareness tool, that facilitates coordinated information sharing among all public health, health care, HCCs, and relevant stakeholders. This includes state, local, and tribal public health agencies and their respective preparedness programs, public health laboratories, communicable disease programs, and programs addressing health care-acquired infections. Information sharing is the ability to share real-time information related to the emergency, such as capacity, capability, and stress on health care facilities and situational awareness across the various response organizations and levels of government. Accomplishing these activities will enable the health care delivery systems, public health, and other organizations that contribute to responses to coordinate efforts before, during, and after emergencies; maintain situational awareness; and effectively communicate with the public.
    b. Given the need to establish a common operating picture for effective response, sub-recipients and HCCs will provide situational awareness data to ADHS emergency response operations and at other times, as requested.
    c. Sub-recipients, the HCC, and their members will agree to participate in current and future federal health care situational awareness initiatives for the duration of this project period.

PHEP Requirements/Recommendations:

1. Sustain or Enhance Public Health Information Systems
    a. Sub-recipients using PHEP funding to sustain or enhance public health informatics will seek to increase interoperability and functionality by ensuring that properly functioning public health information systems are available. Such systems, whether they are internally managed or externally hosted or shared platforms, will be capable of supporting syndromic surveillance, integrated surveillance, public health registries, situational awareness dashboards, and other public health and preparedness activities. See Domain 6 - Biosurveillance for more information.

Activity 2: Share Emergency Information and Warnings across Disciplines, Jurisdictions, and HCCs and their Members

Joint Requirements:
Coordinate Emergency Information Sharing between Public Health and Health Care

1. Sub-recipients will demonstrate their ability to utilize reliable, resilient, interoperable, and redundant information and communication systems and platforms, including those for bed availability, EMS data, and patient tracking, and provide access to HCC members and other stakeholders.

The following are factors that HCCs, in coordination with sub-recipients and other public health agency members, should consider when developing processes and procedures to rapidly acquire and share clinical knowledge.

- Processes and procedures should address a variety of emergencies such as chemical, biological, radiological, nuclear, or explosive (CBRNE), trauma, burn, pediatrics, or highly infectious disease outbreaks
- Approaches to improve patient management, particularly at facilities that may not care for certain types of patients regularly

Sharing accurate and timely information is critical during an emergency. Sub-recipients should assist, as needed, the local HCC with its members with developing the ability to rapidly alert and notify their employees, patients, and visitors. Alerts and notifications should update stakeholders on the emergency situation, protect stakeholders' health and safety, and facilitate provider-to-provider communication.

During BP 1 Supplemental, the local HCC, in coordination with the sub-recipient, will develop processes and procedures to rapidly acquire and share clinical knowledge between health care providers and between health care organizations during responses.

More information about sharing emergency information procedures and platforms can be found in Capability 2, Objectives 2 and 3 of the 2017-2022 Health Care Preparedness and Response Capabilities

Activity 3: Conduct External Communication with the Public

Joint Requirements

1. Coordinate Public Messaging
    a. Accurate and timely communication with the public is important during a response to a public health emergency. Accordingly, by the end of Budget Period 1 Supplemental, each HCC and its members, in collaboration with sub-recipients, should agree upon and plan for the type of information that will be disseminated by either the HCC or its individual members to the public during an emergency.
    b. Health care organizations, as well as HCCs and sub-recipients, should work with their community's Joint Information Center (JIC) to ensure information is accurate, consistent, linguistically and culturally appropriate, and disseminated to the community using one voice during an emergency.
    c. ADHS recommends that sub-recipients coordinate public messaging and information sharing regarding monitoring and tracking of cases of persons under investigation during infectious disease outbreaks with PIOs for various response partners to ensure maximum coordination and consistency of messaging.

More information about communicating with the public during an emergency can be found in Capability 2, Objective 3 of the 2017-2022 Health Care Preparedness and Response Capabilities.

PHEP Requirements/Recommendations

1. Sub-recipients will ensure information sharing systems are in place. These systems will include redundant equipment, appropriately trained public health information officers (PIOs) and other personnel, procedures for media notification, message development, and plans describing how the public can contact the public health department for up-to-date information on incidents. This can include call centers, help desks, and other available communication platforms.

Domain 4 Strategy: Strengthen Countermeasures and Mitigation
Sub-recipients should conduct the following activities that strengthen access to and administration of medical and other countermeasures for pharmaceutical and non-pharmaceutical interventions and strengthen mitigation strategies.

- Manage access to and administration of pharmaceutical and non-pharmaceutical interventions
- Ensure safety and health of responders
- Operationalize response plans.

Activity 1: Manage Access to and Administration of Pharmaceutical and Non-Pharmaceutical Interventions

Joint Requirements
Following an emergency, effective care cannot be delivered without available staff and appropriate countermeasures. Accordingly, managing access to and administration of countermeasures and ensuring the safety and health of clinical and other personnel are important priorities for preparedness and continuity of operations. While PHEP funding plays an important role in medical countermeasure (MCM) planning and procuring and dispensing MCMs for the community, including at-risk populations, HPP funding assists in planning for closed points of dispensing (POD) and ensuring that health care workers and their families are protected during emergencies.

MCM Distribution and Dispensing Plans
A number of federally-funded programs exist to enhance preparedness for and response to a public health emergency, including CDC's Strategic National Stockpile (SNS), CHEMPACK program, and Cities Readiness Initiative (CRI). Sub-recipients, including HCCs and their members, will understand their jurisdictional MCM distribution plans by the end of Budget Period 1 Supplemental, either through participation in jurisdictional MCM operational readiness reviews or briefings provided by the jurisdiction's MCM coordinator.

Sub-recipients participating in the CHEMPACK program, CRI, or other local and state plans for maintaining treatment or prophylaxis caches, sub-recipients and HCC will be engaged in the development, training, and exercising of these MCM distribution and dispensing plans throughout Budget Period 1 Supplemental. Additionally, by the end of Budget Period 1 Supplemental, sub-recipients should collaborate with their HCC to assist its members with closed points of dispensing (POD) plans. Sub-recipients are responsible for general population POD planning with assistance from the state.

MCM Operational Readiness Reviews

Sub-recipient and local CRI jurisdictions will submit initial ORR self-assessment data in Budget Period 1 Supplemental using the updated ORR tool to assess their continued progress in advancing MCM capabilities. This self-assessment is not rated or scored but will be used to obtain baseline information for the MCM Technical Assistance Plan and programmatic planning and development.

MCM Technical Assistance Action Plans
Sub-recipients will submit two MCM Action Plans during each budget period. Non-CRI jurisdictions will include these Action Plans as supplements to the Mid-Year and End-of-Year grant reports submitted to the state. CRI jurisdictions will participate in quarterly Action Plan conference calls and submit their Action Plans directly to the state's MCM Coordinator.

The action plans focus on activities designed to address prioritized MCM operational gaps identified through the Capability Planning Guide or the sub-recipient's most recent ORRs.

RSS Site Surveys

Sub-recipient will participate in one state led regional distribution sites (RDS) visit during the project period. Site visits will focus on both the primary and secondary RDS locations.

Sub-recipient will update RDS survey information annually on the Arizona Health Alert Network(AzHAN) share point site to include the primary and secondary RDS locations.

Critical Contacts

Sub-recipient will have available online in the AzHAN current operational information that identifies points of contact to facilitate time-sensitive, accurate information sharing before a public health emergency. Sub-recipients will review and update the operational critical contact information at least every six months or as changes occur.

Inventory Management Tracking System and Data Exchange Annual Tests

Sub-recipient will participate in the ADHS MCM inventory tracking system test to demonstrate capability to receive and report inventory data from the ADHS. The test will include the sub-recipient's primary and secondary inventory tracking systems.

Cities Readiness Initiative (CRI) Jurisdiction Requirements (Maricopa and Pinal Counties)

Those sub-recipients receiving CRI funding will complete the following:

- Participate in one MCM dispensing full-scale exercise or mass vaccination full-scale exercise. The exercise will include at least one POD in each CRI planning jurisdiction.
- Attend quarterly Action Plan meetings each budget period
- Participate in scheduled ORRs
- Complete three annual drills by June of the budget period
    1) Staff notification and assembly;
    2) Facility setup;
    3) Site activation

Note: Throughput estimation is now a component of the dispensing full-scale exercise (FSE). If a site does not participate in the dispensing FSE, oral MCM throughput will be measured and information submitted at least once during a five-year period.

Non-Pharmaceutical Interventions

Sub-recipients **should** coordinate non-pharmaceutical interventions by developing and updating plans that include documentation of the applicable jurisdictional, legal, and regulatory authorities necessary for implementation in routing and incident-specific situations. Such plans will include necessary authorization for interventions with the following elements: individuals, groups, facilities, animals, food products, public works/utilities, and travel through ports of entry for state, local and territorial jurisdictions as appropriate. Plans should include consideration of the legal and planning issues for interventions such as isolation, quarantine, school and child care closures, workplace and community organization/event closure, and restrictions on movement.

Activity 2: Ensure the Safety and Health of Responders

Joint Requirements

1. Sub-recipients, HCCs, and their members will equip, train, and provide resources necessary to protect responders, employees, and their families from hazards during response and recovery operations. Personal protective equipment (PPE), MCMs, workplace violence training, psychological first aid training, and other interventions specific to an emergency are all necessary to protect responders and health care workers from illness or injury and should be readily available to the health care workforce.

2. *Personal Protective Equipment* - Sub-recipients and HCCs should manage PPE resources, including stockpiling considerations, vendor-managed inventory, and the potential reuse of equipment; this includes consistent policies regarding the type of PPE necessary for various infectious pathogens, and sharing information about PPE supplies across HCCs, EMS, public health agencies, and other members.

PHEP Requirements/Recommendations

1. Sub-recipients are responsible for ensuring the safety and health of public health department staff who respond to an incident, including a large-scale incident that may require significant personnel from outside the health department. More information is available in Capability 14: Responder Safety and Health in the Public Health Preparedness Capabilities: National Standards for State and Local Planning. Sub-recipients will ensure the health and safety of responders through the following activities.
    - Distribute and dispense medical and nonmedical countermeasures to public health first responders.
    - Purchase PPE, support fit testing, and maintain respiratory protection programs for public and health care sector workforce.
    - Promote coordinated training and maintenance of competencies among public health first responders, health care providers (including EMS), and others as appropriate, on the use of PPE and environmental decontamination. Training should follow Occupational Safety and Health Administration (OSHA) guidelines and state regulations.
    - Collaborate, develop, and implement strategies to ensure availability of effective supplies of PPE by working with suppliers and coalitions to develop plans for caching or redistribution/sharing.

Activity 3: Operationalize Response Plans

Joint Requirements

Implementing MCM response plans requires sufficient staffing to set up and sustain prolonged dispensing operations, as well as security personnel to effectively secure assets, facilities, and personnel through all phases of MCM planning and operations. In recognition of the staffing challenges jurisdictions face as the public health workforce continues to shrink, sub-recipients will consider other staffing resources to effectively mobilize MCM dispensing operations.

Sub-recipients will proactively integrate all components of their local governments in MCM response planning and consider inclusion of the following strategies in their MCM plans.

- Consider voluntary reassignment local employees to participate in MCM mission areas
- The Pandemic and All-Hazards Preparedness Reauthorization Act of 2013 (PAHPRA) provides the Secretary of the Department of Health and Human Services (HHS) with discretion to authorize the temporary reassignment of federally funded state, tribal, and local personnel during a declared federal public health emergency upon request by a state or tribal organization; the temporary reassignment provision is applicable to state, tribal, and local public health department or agency personnel whose positions are funded, in full or part, under PHS programs and allows such personnel to immediately respond to the public health emergency in the affected jurisdiction
- Explore whether federal workers assigned to state or regional offices may be eligible to serve temporary details to staff state and local MCM dispensing operations in their jurisdictions.

PHEP Recommendations

1. ADHS encourages sub-recipients to consider developing or enhancing Community Reception Center (RCC) plans/exercises for sheltering and monitoring those that were potentially exposed to radioactive material. See

https://emergency.cdc.gov/radiation/toolkits.asp for more information. Sub-recipients using PHEP funds to support RCC activities will include these activities in their work plans.

2. Beginning in Budget Period 1 Supplemental, PHEP recipients must start adapting work plans as necessary to ensure they have in place essential planning and operational elements to respond to an emerging infectious disease (EID) such as pandemic influenza, in addition to an intentional release of a Category A agent such as anthrax.
3. CRI MSAs will be required to test their operational readiness for and Emerging Infectious Disease (EID) response by conducting a full-scale exercise or responding to a real incident at least once every five years using an EID scenario.

Domain 5 Strategy: Strengthen Surge Management
Following a public health incident, sub-recipients should coordinate to assess the public health and medical needs of the affected community, with sub-recipients focusing on public health surge needs and their HCCs focusing on medical surge needs. While the two programs may focus on different sectors within the community, sub-recipients will coordinate these activities jointly.

The following five activities are used to manage public health surge.

- Address mass care needs, such as shelter monitoring
- Address surge needs, including family reunification
- Coordinate volunteers
- Prevent or mitigate injuries and fatalities
- Public health agencies, health care organizations, and other HCC members should inform each other and integrate plans for purchasing, caching, and distributing PPE.

The following four activities are used to manage medical surge.

- Conduct health care facility evacuation planning and execute evacuations
- Address emergency department and inpatient surge
- Develop alternate care systems
- Address specialty surge, including pediatrics, chemical, radiation, burn, trauma, behavioral health, and highly infectious diseases.

Activity 1: Address Mass Care Needs

Joint Requirements

1. Address Health Needs in Congregate Locations
    a. Sub-recipients will coordinate with HCCs and their members to address the public health, medical, and mental health needs of those impacted by an incident at congregate locations.
    b. HCCs should serve as subject matter experts to sub-recipients on the health care needs of those impacted by an incident. For example, HCCs, and HCC members should serve as a planning resource to sub-recipients as they develop mass shelters. In particular, HCCs should provide their expertise on the inclusion of medical care at shelter sites.

Activity 2: Address Surge Needs

Joint Requirements

1. Family Reunification
    a. During a public health incident or crisis, families are at risk for becoming disconnected. HCCs will serve as planning resources and subject matter experts to sub-recipients as they develop or augment existing response plans for affected populations, including mechanisms for family reunification. These plans should give consideration to:
        - Information needed to facilitate reunification of families
        - Reunification considerations for children
        - Family notification and initiation of reunification processes.
2. Infectious Diseases
    a. During an infectious disease outbreak, sub-recipients, HCCs, and HCC members all have roles in planning for and responding to outbreaks that stress either the capacity or the capability of the public health or health care delivery systems. Sub-recipients and HCCs will coordinate the following activities to ensure the ability to surge to meet the demands during a highly infectious disease response.
        - Establish a common operating picture that facilitates coordinated infectious disease information sharing among all HCC members and relevant stakeholders, including state, local, and territorial public health agencies and their respective preparedness programs, state public health laboratories, communicable disease programs, and health care-associated infections (HAI) programs.
        - Sub-recipients should ensure infectious disease response planning includes local emergency management, partners responsible for airports and international points of entry into the United States, including CDC quarantine stations of jurisdiction, public safety, and other relevant agencies and community partners. Planning should include identification and management of potentially infected interstate and international travelers and acquisition and deployment of immunizations and prophylactic medication as appropriate.
        - Develop or update plans to describe how sub-recipients will:
            - Monitor known cases or exposed persons including how surveillance will be shared,
            - Conduct short- and long-term follow-up of known or suspected households, and
            - Ensure the security of storage and retrieval of sensitive information.
        - Establish key indicators, critical information requirements, and EEI that will assist with timing of notifications, alerting, and coordinating responses to emerging or re-emerging infectious disease outbreaks of significant public health and health care importance, including novel or high-consequence pathogens.
        - Provide real-time information through coordinated information sharing systems (see Capability 2, Objective 3, Activity 4 of the 2017-2022 Health Care Preparedness and Response Capabilities and Capability 6: Public Health Preparedness Capabilities: National Standards for State and Local Planning) and ensure that information is directed to the public and to the many disciplines that comprise the responder community.
        - Coordinate public messaging and information sharing, including information related to monitoring and tracking of persons under investigation (PUIs), among PIOs for sub-recipients, as well as PIOs at HCCs and health care organizations.
        - Ensure infectious disease response planning includes local emergency management, transportation, public safety, and other relevant agencies and community partners.

- Continue planning with health care organizations and other stakeholders such as mortuary, autopsy personnel, and medical examiners, to coordinate the management of the deceased when bodies are considered infectious, including addressing the provision of body bags and other supplies, defining assistance, and developing relationships with crematoriums, funeral directors, and other partners to effectively plan for managing the deceased when bodies are considered infectious.
- Identify, leverage, and share leading practices to optimize infectious disease preparedness and response activities.

ADHS also recommends the following joint activities.

1. HCCs and state HAI multidisciplinary advisory groups or similar infection control groups within the state should partner to develop a statewide plan for improving infection control within health care organizations.
2. Jurisdictional public health infection control and prevention programs including HAI programs and HCC members should jointly develop infectious disease response plans for managing individual cases and larger emerging infectious disease outbreaks.HPP and PHEP sub-recipients, HCCs, and their members should collaborate on informatics initiatives to include but are not limited to electronic laboratory reporting, electronic test ordering, electronic case reporting, electronic death reporting, and syndromic surveillance.
3. HPP and PHEP sub-recipients and HCCs should engage with the community to improve understanding of issues related to infection prevention measures, such as:
    a. Changes in hospital visitation policies,
    b. Social distancing, and
    c. Infection control practices in hospitals, such as:
        i. PPE use,
        ii. Hand hygiene,
        iii. Source control, and
        iv. Isolation of patients.
4. HPP and PHEP sub-recipients, HCCs, and their members should promote coordinated training and maintenance of competencies among public health first responders, health care providers, EMS, and others as appropriate, on the use of PPE, environmental decontamination, and management of infectious waste. Training should follow OSHA and state regulations.
5. HPP and PHEP sub-recipients, HCCs and their members should collaborate to develop and implement strategies to ensure availability of effective supplies of PPE, including:
6. Working with suppliers and coalitions to develop plans for caching or redistribution and
7. sharing and
8. Informing each other and integrating plans for purchasing, caching, and distributing PPE.
9. HPP and PHEP sub-recipients, HCCs, and their members should sustain planning for the management of PUIs to:
    a. Monitor health care personnel who may have had a risk exposure to a PUI by directly treating or caring for a PUI in a health care setting and
    b. Clarify roles and responsibilities for key response activities related to the monitoring of PUIs, to include:
        i. Assisting or assessing readiness of health care organizations in the event of a PUI and
        ii. Developing AARs and testing plans for PUI management to identify opportunities to improve local, state, and national response activities.

More information about addressing specialty medical surge for infectious diseases can be found in Capability 4, Objective 9 of the 2017-2022 Health Care Preparedness and Response Capabilities.

PHEP Requirements/Recommendations

1. Conduct Activities Based on State Plans to Manage Public Health Surge
    a. Sub-recipients will continuously assess and evaluate the medical and public health needs of the affected community and identify areas where the response effort is not meeting the demands. Sub-recipients will then implement surge plans to address the gaps.

Activity 3: Coordinate Volunteers

Joint Requirements

1. Sub-recipients will coordinate the identification, recruitment, registration, training, and engagement of volunteers to support the jurisdiction's response to incidents. To develop competency in implementing plans involving volunteers, sub-recipients should ensure volunteers are included in training, drills, and exercises throughout BP 1 Supplemental.

PHEP Requirements/Recommendations

1. Implement Plans that support the Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP)
    a. It is critical that sub-recipients coordinate identification, recruitment, registration, training and engagement of volunteers to support the jurisdictional public health agency's response to incidents. Sub-recipients will ensure volunteers are included in training, drills, and exercises to develop competency at implementing plans as described in the Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP) compliance requirements.
    b. Sub-recipients in jurisdictions that do not use spontaneous or other volunteers due to state regulations will describe in their plans how they plan to handle those types of volunteers during an incident.

Activity 4: Prevent or Mitigate Injuries and Fatalities

PHEP Requirements/Recommendations

1. Community Partnerships for Coordination
    a. With regard to fatalities, sub-recipients will coordinate with HCCs and other community partners, including law enforcement, emergency management, and medical examiners or coroners to ensure proper tracking, transportation, handling, and storage of human remains and ensure access to mental and behavioral health services for responders and families impacted by an incident.

Domain 6 Strategy: Strengthen Biosurveillance (PHEP)
As defined by Homeland Security Presidential Directive 21 (HSPD-21), bio surveillance involves active data-gathering with appropriate analysis and interpretation of biosphere data that might relate to disease activity and threats to human or animal health — whether infectious, toxic, metabolic, or otherwise, and regardless of intentional or natural origin — to achieve early warning of health threats, early detection of health events, and overall situational awareness of disease activity. Sub-recipients will ensure coordination among preparedness, laboratory, and epidemiology programs through the following activities to strengthen bio surveillance.

- Conduct epidemiological surveillance and investigation
- Detect emerging threats and injuries

- Conduct laboratory testing (not applicable to county and tribal health departments)

Activity 1: Conduct Epidemiological Surveillance and Investigation

PHEP Requirements/Recommendations

1. Sub-recipients will continue to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological processes. In addition, sub-recipients will be able to surge these systems and processes in response to incidents of public health significance.
    a. Participate in ADHS communicable disease on-call system drills
    b. Participate in ADHS epidemiology training and exercises including but not limited to Epidemiology Surveillance and Capacity meeting, *How to* presentations, annual Arizona Infectious Disease Training and Exercise meeting
    c. Conduct investigations of Arizona reportable diseases and public health incidents.
    d. Report all outbreaks within 24 hours to ADHS utilizing the MEDSIS Outbreak Module including at a minimum: outbreak name, date reported to sub-recipient, morbidity, type of setting, and county or tribe of outbreak.
    e. Submit outbreak summaries to ADHS in the MEDSIS Outbreak Module within 30 days of outbreak closure

Public Health Informatics (Surveillance and Investigation)
Sub-recipients should consider updating essential systems that strengthen epidemiological surveillance and investigation capability with modern technological tools and make them more versatile in meeting the demands for timely, population-specific, and geographically specific surveillance information. To meet these expectations, ADHS encourages sub-recipients to consider two key strategies:

- Enhance the public health information system workforce: Prioritize implementation of targeted cross-cutting workforce training and development opportunities to maintain functionality and increase capacity of public health information systems, such as electronic death registration systems.
- Advance electronic information exchange: Public health informatics capacity includes specific actions to both receive and transmit data electronically using standards-based messaging; awardees should focus their efforts on improving information sharing and coordinating information technology goals, investments, and work plans with input from state laboratory directors, state epidemiologists, information technology or informatics directors, or specifically designated individuals empowered by these authorities by:
    a. *Participating in CDC's National Notifiable Diseases Surveillance System (NNDSS) Modernization to increase NNDSS case reports submitted electronically to CDC using HL7 messaging (enter information into MEDSIS as required and provide current contact information for MEDSIS liaison(s))*
    b. *Advancing ELR to improve overall surveillance, timeliness, and accuracy of case reporting, confirmation to state and local public health, and subsequent information sharing with CDC, (to be defined by ADHS EDC).*
    c. *Participating in the National Syndromic Surveillance Program (NSSP) to increase the proportion of emergency department visits monitored by jurisdictions, (to be defined by ADHS EDC).*
    d. *Implementing electronic test ordering (ETOR) to accept electronic test orders and to return findings electronically, (to be defined by ADHS EDC).and*
    e. *Implementing electronic case reporting (eCR) consistent with national standards to accept and process electronically transmitted reportable disease information from electronic health records (to be defined by ADHS EDC).*

Electronic Death Registration (EDR)

Sub-recipients using PHEP funds for EDR will ensure they are developing or advancing state-based EDR systems that can provide more timely public health mortality surveillance information to CDC's National Center for Health Statistics (NCHS) and state epidemiologists. Awardees using PHEP funds to support existing EDR systems will prioritize goals and objectives in their work plans that advance the use and geographic coverage of current death reporting systems. Awardees using PHEP funds to build operational EDR systems will prioritize development of scalable plans designed to initially implement an EDR system.

Border Health Surveillance

Sub-recipients in jurisdictions located on the United States-Mexico border will conduct activities that enhance border health, particularly regarding disease detection, identification, investigation, and preparedness and response activities related to emerging diseases and infectious disease outbreaks whether naturally occurring or due to bioterrorism. This focus on cross- border preparedness reinforces the U.S. public health and health system preparedness whole-of-community approach which is essential for local-to-global threat risk management and response to actual events regardless of source or origin. Sub-recipients will use MEDSIS bi-national variable to identify case or disease, as applicable.

Disaster Epidemiology Training

ADHS recommends that sub-recipients participate in disaster epidemiology training initiatives as determined by jurisdictional priorities. Following are recommended activities and tools.

- Rapid Response Registry (RRR): RRR is used to quickly register victims of disasters and provide services, information, or long-term monitoring. The RRR toolkit and technical support from SMEs with ATSDR are available to assist with implementation.
- Emergency Responder Health Monitoring and Surveillance System (ERHMS): ERHMS is designed to provide real-time data and recommendations on health and safety issues that arise among

Collaborate with Poison Control Centers

ADHS recommends that sub-recipients implement processes for using poison control center data for public health surveillance. Such data can be particularly helpful in 1) providing situational awareness during a known public health threat, 2) identifying an emerging public health threat, 3) identifying unmet public health communication needs following a public health threat, or 4) providing surveillance for specific exposures or illnesses of concern to the health department.

Activity 2: Detect Emerging Threats and Injuries

PHEP Requirements/Recommendations

1. Response Plans for Chemical, Biological, Radiological, Nuclear, and Explosive Threats
   Sub-recipients can use PHEP funding to maintain personnel needed to address chemical, biological, radiological, nuclear and explosive (CBRNE) threats through hiring, training, exercising, and otherwise implementing response plans. In addition, sub-recipients should describe in their MYTEPs specific plans to address identified gaps during the project period, and collaborate with HPP sub-recipients to coordinate joint training and exercise opportunities.

Federal Requirements:

Annual:

- After-action Report/Improvement Plan (AAR/IP) submission

- One Multiyear Training and Exercise Plan (MYTEP) submission (joint plan)
- Three MCM drills. All CRI local jurisdictions will complete all 3 drills annually:
    - staff notification and assembly;
    - facility set-up; and
    - site activation.

  Throughput estimation is now completed as part of the dispensing full-scale exercise (FSE). However, if a site does not participate in the dispensing FSE (for example, participates in immunization FSE in lieu of dispensing FSE), oral MCM throughput will *be measured and information submitted at least once during the five-year period.*

- One exercise or real incident
- One Inventory Management and Tracking System (IMATS) or Inventory Data Exchange (IDE) test

Project Period Requirement:

- One functional or full-scale exercise (a real incident/event will be considered)
- One fiscal preparedness tabletop exercise
- One MCM distribution full-scale exercise
- One MCM dispensing full-scale exercise or 1 mass vaccination full-scale exercise (one POD in each CRI local planning jurisdiction will be exercised.)
- AAR/IP submission

Funding Restrictions

Restrictions for sub-recipients that will be considered while planning the programs and writing the budget are:

- May not use funds for research.
- May not use funds for clinical care except as allowed by law. For the purposes of this Funding Opportunity Announcement (FOA), clinical care is defined as "directly managing the medical care and treatment of patients."
- May use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Generally, sub-recipients may not use funds to purchase furniture or equipment. Any such proposed spending will be clearly identified in the budget.
- Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to ADHS on behalf of the sub-recipient.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
    - publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
    - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
    - See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC awardees (http://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf).
- The direct and primary sub-recipient in a cooperative agreement program will perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.
- May not use funds for construction or major renovations.
- May supplement but not supplant existing state or federal funds for activities described in the budget.
- Payment or reimbursement of backfilling costs for staff is not allowed.
- None of the funds awarded to these programs may be used to pay the salary of an individual at a rate in excess of Executive Level II or $187,000 per year.
- May use funds only for reasonable program purposes, including travel, supplies, and services.
- May purchase basic (non-motorized) trailers with prior approval from the CDC OGS.
- HPP and PHEP funds may not be used to purchase clothing such as jeans, cargo pants, polo shirts, jumpsuits, sweatshirts, or T-shirts
- HPP and PHEP funds may not be used to purchase or support (feed) animals for labs, including mice. Any requests for such will receive prior approval of protocols from the Animal Control Office within CDC and subsequent approval from the CDC OGS.
- May not use funds to purchase a house or other living quarters for those under quarantine.
- May (with prior approval) use funds for overtime for individuals directly associated (listed in personnel costs) with the award.
- Cannot use funds to purchase vehicles to be used as means of transportation for carrying people or goods, such as passenger cars or trucks and electrical or gas-driven motorized carts.
- Can (with prior approval) use funds to lease vehicles to be used as means of transportation for carrying people or goods, e.g., passenger cars or trucks and electrical or gas-driven motorized carts.

- Can (with prior approval) use funds to purchase material-handling equipment (MHE) such as industrial or warehouse-use trucks to be used to move materials, such as forklifts, lift trucks, turret trucks, etc. Vehicles will be of a type not licensed to travel on public roads.
- Can use funds to purchase caches of antibiotics for use by first responders and their families to ensure the health and safety of the public health workforce.
- Can use funds to support appropriate accreditation activities that meet the Public Health Accreditation Board's preparedness-related standards.

PROGRAM REQUIREMENTS

MEETINGS

1. ADHS Sponsored Grant Meetings (2 events annually)
    a. Attend semi-annual ADHS sponsored All-Partners Workshop
    b. Attend your Regional ADHS sponsored Business Meeting
        i. ADHS will hold one business meeting in each of the four Healthcare Coalition Regions within the State.
2. Health Care Coalition Meeting
    a. Will attend HCC meetings in your region (see Regions below)
        i. Northern Region:
            1. County Representatives: Apache County, Coconino County, Navajo County, and Yavapai County
            2. Tribal Representatives: Hopi Tribe, Navajo Nation and White Mountain Apache Tribe
        ii. Western Region:
            1. County Representatives: La Paz County, Mohave County, and Yuma County
            2. Tribal Representatives: Cocopah Indian Tribe, Fort Mojave Indian Tribe, Kaibab-Paiute Tribe & Quechan Tribe
        iii. Central Region:
            1. County Representatives: Gila County, Maricopa County, and Pinal County
            2. Tribal Representatives: Gila River Indian Community
        iv. Southeastern Region:
            1. County Representatives: Cochise County, Graham County, Greenlee County, Pima County and Santa Cruz County
            2. Tribal Representatives: Pascua Yaqui Tribe, San Carlos Apache Tribe, and Tohono O'odham Nation

FINANCIAL REQUIREMENTS

1. Match Requirement
    a. The PHEP award requires a 10% "in-kind" or "soft" match from all the grant participants. Each sub-recipient will include in their budget submission the format they will use to cover the match and method of documentation. Failure to include the match formula will preclude funding.
2. Inventory
    a. Upon request provide an inventory list to ADHS. The Inventory List shall include all capital equipment.
3. Budget Allocation

a. Complete the budget tool developed by ADHS, sign the document, and return to ADHS for review and approval. ADHS will not release funding to the county or tribe until ADHS has approved the budget.
b. All activities and procurements funded through the PHEP grant shall be aligned with your budget/spend plan and work plan that will help you reach the goals and objectives outlined in this document. Any items and activities that are not specifically tied to the PHEP program capabilities will be approved by ADHS before PHEP funds can be utilized on those activities/items.
c. Counties will follow the applicable Office of Management and Budget (OMB) Circulars and Cost Principles when developing the budget and throughout the period of performance.

4. Grant Activity Oversight
    a. Each county and tribe will maintain a full-time, part-time, or appointed PHEP Coordinator that will have responsibility for oversight of all grant related activities. The PHEP Coordinator will be the main point of contact for ADHS in regards to the PHEP grant. This individual will work closely with ADHS to ensure all deliverables and requirements are met. They will also coordinate all activities surrounding any onsite monitoring visits conducted by ADHS.
5. Employee Certifications
    a. PHEP sub-recipients are required to adhere to all applicable federal laws and regulations, including applicable OMB circulars and semiannual certification of employees who work solely on a single federal award. These certification forms will be prepared at least semiannually signed by the employee or a supervisory official having firsthand knowledge of the work performed by the employee. Employees that are split funded are required to maintain Labor Activity Reports (to be provided as requested). These certification forms will be retained in accordance with 45 Code of Federal Regulation, Part 92.42
6. Performance
    a. Failure to meet the deliverables and performance measures described in the Scope of Work may result in withholding from a portion of subsequent awards.

EXERCISES

1. Emergency Operation Coordination
    a. Maintain documentation of all collaborative efforts with local and state emergency management
    b. The county and tribal PHEP program will establish and maintain a collaborative working relationship with emergency management. This will include but not be limited to; emergency communication plan, strategies for addressing emergency events, including the management of the consequences of power failures, natural disasters and other events that would affect public health.
    c. Jointly participate with emergency management in an ADHS sponsored table top, functional exercise or other activity
    d. Provide appropriate documentation and justification to support an order request via the Web EOC order process.
2. Multi-Year Training and Exercise Workshop (MYTEP)
    a. Each county and tribe will attend the annual ADHS Training and Exercise Planning Workshop
        i. DATE: TBD
    b. Each county and tribe shall submit their final training and exercise plans
        i. DUE DATE: no later than : TBD
    c. Training and exercise plans will contain proposed events from: TBD.
        i. Plans will be submitted on the ADHS provided templates.
    d. Trainings and exercises will be gap based.

i. This means that the proposed training and/or exercises will be based on an identified gap from a previous exercise, response, risk assessment, or other documented source.

Exercise Implementation Criteria

1. Homeland Security Exercise and Evaluation Program (HSEEP)
    a. Sub-recipients will conduct preparedness exercises in accordance with the HSEEP fundamentals including:
        i. Exercise design and development
        ii. Exercise conduct
        iii. Exercise evaluation and
        iv. Improvement planning
        v. More information on the April 2013 HSEEP guidelines and exercise policy is available at https://www.llis.hseep.gov/hseep
2. ADHS Coordination
    a. In order to meet the criteria to be a qualified exercise, all PHEP sub-recipient exercises will be coordinated with ADHS and receive approval prior to the initial planning meeting. Continue to keep ADHS updated throughout the remainder of the planning process.
    b. The HSEEP process along with respective templates and guidance will be used to comply with exercise implementation criteria.
3. At-Risk Individuals
    a. Sub-recipients will include provisions for the needs of at-risk individuals within each exercise. HPP-PHEP sub-recipients will report on the strengths and areas for improvement identified though the coalition based exercise After Action Report and Improvement Plan (AAR/IP). To learn more about the U.S. Department of Health and Human Services' definition of "at-risk" population visit this website: http://www.phe.gov/Preparedness/planning/abc/Pages/at-risk.aspx
4. Exemption:
    a. County and tribal response and recovery operations supporting real incidents could meet the criteria for this annual exercise requirement if the response was sufficient in scope and the AAR/IPs adequately detail which PHEP capabilities were tested and evaluated. This will be addressed on an as-requested basis.

Exercise Evaluation Criteria

1. PHEP exercises will address Public Health Preparedness (PHP) Capabilities in all qualifying exercises. If using FEMA Core Capabilities, a cross-walk will be produced mapping PHP capabilities with core capabilities.
2. At a minimum, each county and tribe will demonstrate and validate healthcare coalition participation in resource and information management as outlined in the HPP-PHEP aligned capabilities.
    a. These capabilities are:
        i. Capability 3: Emergency Operations Coordination and Capability 6: Information Sharing.
3. PHEP Qualifying Exercises:
    a. An exercise that meets PHEP-specific qualifying exercise implementation criteria and the specific HPP evaluation criteria.

INFORMATION SERVICES

1. Will have or have access to a secure alerting system that at a minimum has the ability to send email, faxes, and phone/ text alerts.

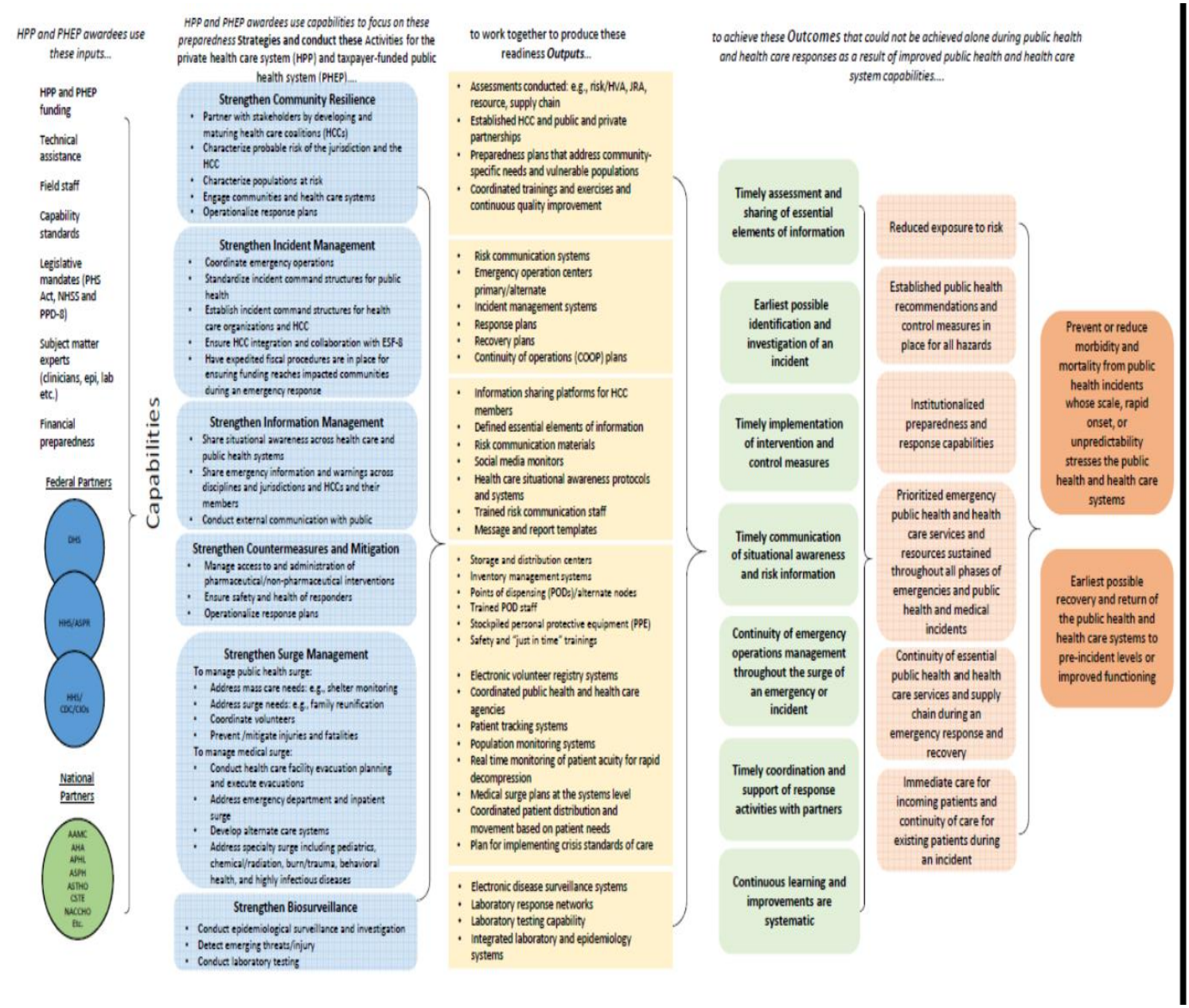
2. Sub-recipient shall provide to ADHS a list of the system(s) that are utilized in EOC operations and for information sharing during their midyear report.
3. Sub-recipient shall participate in the communication pathway scenarios developed and sent out by ADHS Information Services Group.
4. Sub-recipient will be able to utilize the following communication systems: EMResource, EMTrack, ESAR-VHP, AZHAN, IRMS (or equivalent), 800 MHz radios, and WebEOC. ADHS will provide training on the systems and platforms as needed.

REPORTING

Progress on the deliverables, performance measures, and activities funded through the PHEP grant will be reported on in a timely manner to ensure ADHS has adequate time to compile the information and submit to CDC.

1. Mid-Year Report
    a. ADHS will send out the mid-year report templates in advance of the due date
        i. DUE DATE: Est. TBD
    b. ADHS will provide the CDC performance measures templates (if applicable) in advance of the due date
        i. DUE DATE: TBD
    c. Each county and tribe will provide ADHS with an updated Public Health Emergency Contact list semi-annually. The list should include contact information for the primary, secondary, and tertiary individuals for the Public Health Incident Management System (e.g. Incident Commander, Operations, etc.) and posted on the AZHAN.
        i. The contact information for each individual shall include:
            1. Individual's name
            2. ICS title
            3. Non-emergency position title
            4. Telephone numbers (Office, Mobile, & Home), and
            5. Primary email address
2. Annual Report
    a. ADHS will send out the annual report template in advance of the due date
        i. DUE DATE: TBD
3. After Action Report/Improvement Plan
    a. Each county and tribe shall submit an AAR/IP for any public health emergency exercise or real world event in which the public health entity participates and has a role.
    b. After a stand-alone DSNS drill, an AAR/IP will be provided to the ADHS SNS Coordinator
    c. AARs will be submitted to ADHS within 120 days after the exercise.
4. Training Validation Reports

By the end of Budget Period 1 Supplemental, provide ADHS a training validation report using the ADHS template located in the AZHAN (a summary report for trainings actually conducted in BP 1 Supplemental).


HPP and PHEP awardees use these inputs...
HPP and PHEP funding
Technical assistance
Field staff
Capability standards
Legislative mandates (PHS Act, NHSS and PPD-8)
Subject matter experts (clinicians, epi, lab etc.)
Financial preparedness
Federal Partners
DHS
HHS/ASPR
HHS/ CDC/CIOs
National Partners
AAMC
AHA
APHL
ASPH
ASTHO
CSTE
NACCHO
Etc.
Capabilities
HPP and PHEP awardees use capabilities to focus on these preparedness Strategies and conduct these Activities for the private health care system (HPP) and taxpayer-funded public health system (PHEP)....
Strengthen Community Resilience
Partner with stakeholders by developing and maturing health care coalitions (HCCs)
Characterize probable risk of the jurisdiction and the HCC
Characterize populations at risk
Engage communities and health care systems
Operationalize response plans
Strengthen Incident Management
Coordinate emergency operations
Standardize incident command structures for public health
Establish incident command structures for health care organizations and HCC
Ensure HCC integration and collaboration with ESF-8
Have expedited fiscal procedures are in place for ensuring funding reaches impacted communities during an emergency response
Strengthen Information Management
Share situational awareness across health care and public health systems
Share emergency information and warnings across disciplines and jurisdictions and HCCs and their members
Conduct external communication with public
Strengthen Countermeasures and Mitigation
Manage access to and administration of pharmaceutical/non-pharmaceutical interventions
Ensure safety and health of responders
Operationalize response plans
Strengthen Surge Management
To manage public health surge:
Address mass care needs: e.g., shelter monitoring
Address surge needs: e.g., family reunification
Coordinate volunteers
Prevent /mitigate injuries and fatalities
To manage medical surge:
Conduct health care facility evacuation planning and execute evacuations
Address emergency department and inpatient surge
Develop alternate care systems
Address specialty surge including pediatrics, chemical/radiation, burn/trauma, behavioral health, and highly infectious diseases
Strengthen Biosurveillance
Conduct epidemiological surveillance and investigation
Detect emerging threats/injury
Conduct laboratory testing
to work together to produce these readiness Outputs...
Assessments conducted: e.g., risk/HVA, JRA, resource, supply chain
Established HCC and public and private partnerships
Preparedness plans that address community-specific needs and vulnerable populations
Coordinated trainings and exercises and continuous quality improvement
Risk communication systems
Emergency operation centers primary/alternate
Incident management systems
Response plans
Recovery plans
Continuity of operations (COOP) plans
Information sharing platforms for HCC members
Defined essential elements of information
Risk communication materials
Social media monitors
Health care situational awareness protocols and systems
Trained risk communication staff
Message and report templates
Storage and distribution centers
Inventory management systems
Points of dispensing (PODs)/alternate nodes
Trained POD staff
Stockpiled personal protective equipment (PPE)
Safety and "just in time" trainings
Electronic volunteer registry systems
Coordinated public health and health care agencies
Patient tracking systems
Population monitoring systems
Real time monitoring of patient acuity for rapid decompression
Medical surge plans at the systems level
Coordinated patient distribution and movement based on patient needs
Plan for implementing crisis standards of care
Electronic disease surveillance systems
Laboratory response networks
Laboratory testing capability
Integrated laboratory and epidemiology systems
to achieve these Outcomes that could not be achieved alone during public health and health care responses as a result of improved public health and health care system capabilities....
Timely assessment and sharing of essential elements of information
Earliest possible identification and investigation of an incident
Timely implementation of intervention and control measures
Timely communication of situational awareness and risk information
Continuity of emergency operations management throughout the surge of an emergency or incident
Timely coordination and support of response activities with partners
Continuous learning and improvements are systematic
Reduced exposure to risk
Established public health recommendations and control measures in place for all hazards
Institutionalized preparedness and response capabilities
Prioritized emergency public health and health care services and resources sustained throughout all phases of emergencies and public health and medical incidents
Continuity of essential public health and health care services and supply chain during an emergency response and recovery
Immediate care for incoming patients and continuity of care for existing patients during an incident
Prevent or reduce morbidity and mortality from public health incidents whose scale, rapid onset, or unpredictability stresses the public health and health care systems
Earliest possible recovery and return of the public health and health care systems to pre-incident levels or improved functioning

10.

Executive Summary Form

Agenda Number: HLT-- 4172

Recommendation:
Approve the Arizona Department of Health Services IGA# ADHS17-133164 Amendment #4 for the Emergency Preparedness Program between the Arizona Department of Health Services and Cochise Health & Social Services in the amount of $237,293, effective July 1, 2018 through June 30, 2019.

Background:
This Public Health Emergency Preparedness (PHEP) Grant is the continuation of the Cooperative Agreement between ADHS and the County. This funding will enable CHSS staff to continue communicable disease surveillance and reporting, as well as participate in all state-mandated exercises and functions.

Fiscal Impact & Funding Sources:

Grant Title	Contract #	Amount	Salaries + ERE's	Authorized Overhead	A-87 OH @46.98%		**Net Co. Subsidy**
PHEP	ADHS 17-133164	$237,293	$224,576	$0 *	$ 105,506		$ 105,506

* Overhead used to meet required 10% soft match.

Next Steps/Action Items/Follow-up:
Your approval is respectfully requested.

Impact of Not Approving:
The PHEP program will not be able to complete the associated Public Health Emergency Preparedness Deliverables for the budget period.

Prepared by:
Gregory McQuaide
Public Health Emergency Preparedness
Program Director
August 7, 2018

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.

Action 26.

Regular Board of Supervisors Meeting **Health & Social Services**

Meeting Date:	09/11/2018		
SEAGO-Area Agency on Aging Grant			
Submitted By:	Ray Falkenberg, Health & Social Services		
Department:	Health & Social Services		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	1
NAME of PRESENTER:	Bel Elsouhag	**TITLE of PRESENTER:**	Public Fiduciary
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Information

Agenda Item Text:

Approve renewal of Southeastern Arizona Governments Organization (SEAGO)-Area Agency on Aging Grant for Fiscal Year 2018-19, Contract # 107-19 for Case Management between SEAGO and Cochise Health & Social Services in the amount of $175,000, effective July 1, 2018 through June 30, 2019.

Background:

Cochise Health and Social Services (CHSS) through its Area Agency on Aging (AAA) Program provides Case Management to Cochise County residents, generally restricted to individuals aged 60 or older and disabled per SEAGO Service Specifications. Case Managers conduct client in-home assessments, provide referrals for home delivered meals, housekeeping and personal care (services funded by SEAGO) and link clients to other services available in the community. Case Management support enables elderly and disabled county residents to remain in their homes longer, living independently with supports for as long as safely possible. The FY18-19 award is for $175,000.

Department's Next Steps (if approved):

Return executed contract.

Impact of NOT Approving/Alternatives:

Closure of services for 508 county residents. Closure of case management service would contribute to increased enrollment on ALTCS. As of 2013, the county's assessment per person enrolling on ALTCS was $4,900.

To BOS Staff: Document Disposition/Follow-Up:

Return signed contract to CHSS for final processing.

Budget Information

Information about available funds

Budgeted: ○ **Funds Available:** ○ **Amount Available:**

Unbudgeted: ○ **Funds NOT Available:** ○ **Amendment:** ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2019

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

Ongoing Costs? ($$$):

County Match Required? ($$$): 68000

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

Source of Funding?: General Fund

Fiscal Impact & Funding Sources (if known):

No increase in GF support will be required in FY 2019.

Attachments

Exec Summary
Contract
Grant Approval Form

Executive Summary Form

Agenda Number: HLT_

Recommendation:
Approve renewal of SEAGO-Area Agency on Aging Grant for FY18-19, Contract # 107-19 for Case Management between SEAGO and Cochise Health & Social Services in the amount of $175,000 for the period of 7/1/18 – 6/30/19.

Background (Brief):
Cochise Health and Social Services (CHSS) through its Area Agency on Aging (AAA) Program provides Case Management to Cochise County residents, generally restricted to older individuals aged 60 or older and disabled per SEAGO Service Specifications. Case Managers conduct client in-home assessments, provide referrals for home delivered meals, housekeeping and personal care (services funded by SEAGO) and link clients to other services available in the community. Case Management support enables elderly and disabled county residents to remain in their homes longer, living independently with supports for as long as safely possible. The FY18-19 award is for $175,000.

Fiscal Impact & Funding Sources:

(-) $ 261,481 Budgeted Expenses
(+) $ 175,000 SEAGO grant
(+) $ 18,481 Cash Carry Forward
(=) $ 68,000 Budgeted GF County Contribution

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

Impact of Not Approving: Closure of services for 508 county residents. Closure of case management service would contribute to increased enrollment on ALTCS. As of 2013, the county's assessment per person enrolling on ALTCS was $4,900.



SouthEastern Arizona Governments Organization
Area Agency on Aging, Region VI

SUBAWARD AGREEMENT

BETWEEN

THE SEAGO AREA AGENCY ON AGING ("SEAGO")

AND

COCHISE HEALTH AND SOCIAL SERVICES
SET FORTH BELOW

The Subrecipient is a: ____ Non Profit Corporation, __ For Profit Corporation or _X_Public Agency.

WHEREAS, SEAGO is duly authorized to execute and administer Subaward for the provision of direct services under the Area Plan on Aging, and

WHEREAS, SEAGO desires that the Subrecipient deliver services and the Subrecipient has agreed to deliver services pursuant to the terms and conditions contained herein, and

WHEREAS, this Subaward Agreement (hereinafter "Subaward") shall consist of the Subaward Agreement General Provisions; the proposal and Service Delivery Plan submitted by the Subrecipient in response to the SEAGO Request for Proposals 2014-2015, and any subsequent amendments thereto; the Proposal Submittal Requirements for each service; the Service Specifications for each service; and any exhibits and/or documents referenced or included in the Solicitation. All of the above documents are hereby incorporated into this Subaward by reference as if fully set forth herein.

NOW THEREFORE, SEAGO and the Subrecipient agree to abide by all the terms and conditions set forth in this Subaward.

FOR AND ON BEHALF OF THE
SEAGO AREA AGENCY ON AGING

Signature

Randy Heiss, Executive Director

Date

107-19
Subaward Identification No.

APPROVED AND SIGNED BY THE CHAIRMAN
OF THE BOARD OF SUPERVISORS OF
COCHISE COUNTY, ARIZONA

Cochise Health and Social Services
Subrecipient

Peggy Judd, Chairman

Signature

Date

ATTEST:

Arlethe G. Rios
Clerk of the Board

APPROVED AS TO FORM:

Christine J. Roberts
Civil Deputy County Attorney

ANNEX A

PROGRAM ADMINISTRATION SECTION

1.0 Authorized Signatory for Subrecipient:

Cochise Health & Social Services — 86-6000398
Subrecipient Name — Federal Employer Identification No.

1415 Melody Lane Bldg A, Bisbee, AZ 85603 — 520-432-9400
Address — Phone Number

020126041-0000
DUNS Number

1.2 Carrie Langley — Director
Name of Authorized Signatory — Title

is the signatory to this Subaward on behalf of the Subrecipient and is responsible for the delivery of services during the term of this Subaward.

1.3 In the absence of the principal authorized signatory named above, Belvet Elsouhag (Name) Public Fiduciary (Title) is authorized to sign this Subaward and any amendments thereto on behalf of the Subrecipient.

2.0 Notices:

2.1 The SEAGO AAA shall address all notices relative to this Subaward to the attention of:

Carrie Langley, Director
Name and Title

1415 Melody Lane Bldg A, Bisbee, AZ 85603 — 520-432-9400
Address — Phone Number

2.2 The Subrecipient shall address all notices relative to this Subaward to the attention of:

Laura Villa, AAA Program Manager
Name and Title

SEAGO Area Agency on Aging
Division/Office

300 Collins Road, Bisbee, AZ 85603 — (520) 432-2528
Address — Phone Number

3.0 Subaward Term:

This Subaward shall begin on July 1,2018 and shall terminate on August 31, 2019 and may be renewed for additional years.
The Period of Performance for this Subaward shall begin on shall begin on July 1, 2018 and shall terminate on June 30, 2019.

4.0 Subaward Purpose:

X A. Older Americans Act:

Program Goal:

To provide the services specified in 5.3 to eligible older persons in accordance with the Older Americans Act of 1965, as amended. The target populations, problems and needs are identified and specified in the Area Agency on Aging Area Plan for services and the Area Plan amendments.

X B. Social Service Block Grants:

Program Goals:

(1) Achieve or maintain economic self-support to prevent, reduce, or eliminate dependency.

(2) Achieve or maintain self-sufficiency, including reduction or prevention of dependency.

(3) Prevent or remedy neglect, abuse, or exploitation of children and adults unable to protect their own interests; or preserve, rehabilitate, or reunite families.

(4) Prevent or reduce inappropriate institutional care by providing for community-based care or other forms of less intensive care.

(5) Secure referral or admission for institutional care when other forms of care are not appropriate.

5.0 Subaward Services and Service Delivery:

5.1 Service Specifications:

Each service to be provided under this Subaward shall be delivered in accordance with the requirements indicated in the applicable Service Specifications. Subrecipient shall deliver the number of units of each service identified in Annex B.

SEAGO reserves the right to request further clarification of the service delivery plan at any time.

5.2 Lower Tier Subrecipients:

___ A portion of the services to be provided under this Subaward shall be delivered by Lower Tier Subrecipients as identified in Section 5.5 of this Annex. Subrecipient understands and warrants no work shall be performed by a Lower Tier Subrecipient until the Lower Tier Subaward Agreement document has been reviewed by and approved in writing by the authorized Area Agency on Aging representative.

5.3 Subaward Services: (Check all services Subrecipient will deliver.)

X Case Management	___ Housekeeping	___ Community Nursing
___ Congregate Meals	___ Personal Care	___ Caregiver Adaptive Aid
___ Home Delivered Meals	___ Caregiver Home Repair	___ Legal Assistance
___ Transportation	___ Home Nursing	___ In-Home Respite
___ Caregiver Outreach	___ Caregiver Training	

5.4 Eligibility Criteria, Intake Procedures, and Case Records:

5.4.1 Eligibility Criteria

Eligibility for each service is specified in SEAGO Service Specifications. Eligibility for in-home services shall be determined by Case Managers authorized by SEAGO. Eligibility is generally restricted to older individuals aged 60 or older, unless Social Services Block Grant funding allows for services to disabled individuals under age 60.

5.4.2 Intake Procedures

A. Intake for Respite, Home Delivered Meals, Housekeeping, Personal Care, and Home Nursing shall be through the Subrecipient Case Management agency authorized by SEAGO.

B. Subrecipients providing the services specified in "A" above may only serve clients who have been determined eligible by the Case Management agency.

C. Case Management agencies shall comply with the intake procedures specified in the SEAGO AAA Program Instructions and the DES/DAAS Policy Manual.

D. Subrecipients providing Congregate Meals, Legal Assistance, or Transportation services shall complete a SEAGO Application/Registration Form on every individual that is to receive any services and shall submit the original of this form to SEAGO.

5.4.3. Case Records

A. Subrecipient shall maintain daily service records identifying the clients that receive services, the dates each client received services, and the units of service each client received by date.

B. Individual client files shall be maintained on persons receiving In-Home Respite, Home Delivered Meals, Housekeeping, Personal Care, and Home Nursing and these files must include documentation of service planning by the Case Management agency.

C. In-Home Respite, Housekeeping, Personal Care, and Home Nursing providers shall maintain individual client files, which shall include documentation specified in the “Area Agency on Aging Requirements” section of the Service Specifications.

D. Case Management agencies shall maintain individual client files, which include the documentation specified in the SEAGO Program Instructions.

5.4.4 Project Income and Cost Sharing

The Subrecipient commits to not denying service to any client solely because that client refuses to make a donation.

The Subrecipient shall solicit voluntary donations from clients for services received.

The Subrecipient commits to inform clients of their share of the cost for lifespan respite. Payments made shall be voluntary/and failure to pay shall not be a reason to deny service.

5.5 List of Lower Tier Subrecipients:

The following service(s) to be provided under this Subaward shall be delivered by the Lower Tier Subrecipient(s) listed below:

Service(s)	Lower Tier Subrecipient

FACILITY LOCATION CHART

Contract Services shall be delivered only at the facilities and locations specified below and will be available during hours of operation indicated*.

NAME OF FACILITY, ADDRESS, PHONE AND FAX NO. WHERE SERVICE(S) WILL BE PROVIDED	CONTRACT SERVICE(S)	SUB	DAYS & HOURS OF OPERATION	GEOGRAPHIC COVERAGE
COCHISE HEALTH & SOCIAL SERVICES 4 Ledge Ave, Third Floor P.O. Box 4279 BISBEE, AZ 85603 520-432-9668 Belvet Elsouhag 520-432-9680 AAA Main Line 520-432-9661 Connie Robertson 520-432-9683 Shirley Thomas Fax 520-432-9658	• Case Management		*8:00AM-5:00PM* *MON-FRI*	Bisbee Hereford Miracle Valley Palominas
126 W. 5TH ST SUITE 204 BENSON, AZ 85602 520-586-8190 Main Line 520-586-8191 Marla Tamez 520-586-8192 Shirley Thomas Fax 520-586-1503	• Case Management		*7:30AM-4:30PM* *MON-FRI*	Benson Pomerene Dragoon Saint David Tombstone Willcox Dos Cabezas Sunsites Sunizona Bowie Pearce San Simone Kansas Settlement
1012 N. G Avenue, Suite 101 DOUGLAS, AZ 85607 520-805-5631 Yolanda Thomas Fax 520-364-5453	• Case Management		*7:00AM-5:30PM* *MON-THU*	Douglas McNeal Elfrida
4001 E FOOTHILLS DRIVE SIERRA VISTA, AZ 85635 520-803-3950 Seana Riffle Fax 520-803-3952	• Case Management		*7AM-5:30PM* *TUE-FRI* ***CASE MANAGERS' SCHEDULES MAY VARY.***	Sierra Vista Huachuca City Whetstone

The Contractor's Administrative office will not be open on the holidays marked below (*darken box for applicable holiday*):

☒	New Year's Day	☐	Good Friday	☐	Yom Kippur	*(Other Holidays)*			
☒	Martin Luther King Jr.'s Birthday	☒	Memorial Day	☐	Columbus Day	☒	Day after Thanksgiving		
☐	Lincoln's Birthday	☒	Independence Day	☒	Veteran's Day	☐			
☐	Washington's Birthday	☒	Labor Day	☒	Thanksgiving Day	☐			
☒	President's Day	☐	Rosh Hashanah	☒	Christmas Day	☐			

☐ The holidays indicated above apply only to the administrative office; services are provided 24 hours.

Subaward ID No. #107-19

ANNEX B

COMPENSATION SECTION

1.0 METHOD OF COMPENSATION

The method of compensation governing this subaward shall be:

☒ Fixed Rate for SEAGO AAA state and federal funds for services identified in 2.1.

☐ Cost Reimbursement for SEAGO AAA state and federal funds for services identified in 2.2.

2.0 COMPENSATION

Upon timely receipt of required reporting documents, subject to availability of funds, SEAGO shall reimburse the Subrecipient on a monthly basis in accordance with Section 56, Payments of the Subaward Agreement General Provisions for actual, allowable costs incurred in the delivery of services (cost reimbursement), or units of service delivered (fixed rate) during the term of the subaward consistent with the approved Subaward Agreement Operating Budget contained herein.

2.1 Fixed Rate

SEAGO Area Agency on Aging Subaward Operating Budget for Period: July 1, 2018 to June 30, 2019 X		
Subrecipient:	**Cochise County Health and Social Services/Public Fiduciary**	
Subaward #:	107-19	866000398
SERVICE	CMG-HCB	
Deliverable Units		5903.00
Fixed Rate		
Unit Rate	$ 47.00	
Total Cost	$ 277,441.00	
Funding Breakdown		
ALTCS	$ -	
Project Income		
Non-Federal In-Kind	$ 55,555.00	
Non-Federal Cash	$ 46,886.00	
Other Federal	$ -	
Total Other Funding	$ 102,441.00	
SEAGO Subaward	$ 175,000.00	

3.0 COMPENSATION REQUIREMENTS

Payment shall be subject to the following limitations and exceptions:

1. Title 45 CFR Part 75, Section 75.305 requires payment be made within 30 days after receipt of payment request.

2. **The Subrecipient shall bill all available third party payors including AHCCCS acute care providers, ALTCS, Medicare, or private insurance, before requesting any of the funds identified under 2.0 above. SEAGO AAA shall be the payor of last resort.**

3. Payment for services which are case managed shall only be made for units that are within authorization levels and time frames.

4. Failure to comply with reporting requirements specified under Section 4.0 below will result in immediate cessation of disbursement of funds by SEAGO AAA to the Subrecipient until the required reports are received.

5. Subrecipient agrees to adhere to the approved Subaward Agreement Operating Budget, contained in this Annex, within the tolerance levels set forth in Section 4, Amendments of the Subaward Agreement General Provisions.

6. A written amendment signed by both parties shall be required for Cost Reimbursement subawards whenever there is an increase or decrease in any budget category by 10% or greater.

7. During the subaward agreement, each revenue source will support expenses and the production of units of service in direct proportion to the actual reported receipts of each revenue source as a percentage of total reported revenue.

8. Payments may be limited to a monthly ceiling of $1/12^{th}$ the service award amount in order to ensure availability of services throughout the subaward agreement.

9. Adjustments or corrections to monthly payment requests must be submitted within 30 days following the termination of this subaward. Subawards will be closed out based on timely submission of these adjustments.

4.0 REPORTING REQUIREMENTS

In accordance with Section 64, Reporting Requirements of the Subaward Agreement General Provisions, the Contractor shall submit to SEAGO AAA the following reports by the dates specified:

☒ Monthly Service Log by the 3rd working day of month following the month of service on a form provided by SEAGO AAA or in a format approved by SEAGO AAA. This service log shall identify units of service provided by month, by client, by service, and by site.

☒ Monthly Payment Request for Services Provided by the 15th of the month following the month of service.

☐ Quarterly Nutrition Education Report by the 15th day of July, October, January, and April of nutrition education sessions that were conducted during the preceding quarter, including sign-in sheets by the participants in those sessions. Use attached sample report or one in the same format (as applicable)

☐ Monthly programmatic reports by the 15^{th} of the month for any of the following services (as applicable):

☐ Family Caregiver Support Program, Caregiver Training

☐ Family Caregiver Support Program, Caregiver Outreach

☐ Legal Assistance

Subaward ID No. #107-19

ANNEX C

SUPPLEMENTAL INFORMATION SECTION

1.0 A U.S. Department of Health and Human Services pass-through to Arizona Department of Economic Security Division of Adult and Aging Services pass-through to SEAGO makes federal funds available from the Older Americans Act Title III and VII and the Social Services Block Grant. The state FY16 federal amount to SEAGO is $1,689,217.

Federal Award Number:	To be provided once available
Federal Award Date:	To be provided once available
Federal Award Description:	To be provided once available

1.1 The federal funds available for Subaward through SEAGO ($1,555,571) are as follows:

$308,769 Special Programs for the Aging, Title III, Part B, Supportive Services and Senior Centers, CFDA 93.044

$290,397 Special Programs for the Aging, Title III, Part C1, Nutrition Services, CFDA 93.045

$211,963 Special Programs for the Aging, Title III, Part C2, Nutrition Services, CFDA 93.045

$524,711 Social Services Block Grant, CFDA 93.667

$97,661 Nutrition Services Incentive Program, CFDA 93.053

$122,069 National Family Caregiver Support, Title III, Part E, CFDA 93.052

1.2 This is not a Research and Development Subaward.

2.0 Indirect Cost Recovery:

☐ The indirect cost rate for the federal award is 0%. The Subrecipient has not requested to recover indirect costs in this Subaward.

☒ The indirect cost rate for the federal award is 14%

SEAGO AREA AGENCY ON AGING
PAYMENT REQUEST FOR SERVICES PROVIDED UNDER FIXED RATE

NAME and PROVIDER ID: Cochise Co. Health & Social Services/Public Fiduciary 866000398BB 107-19	REPORT FOR : MONTH / YEAR _____ ☐ Original ☐ Revised
PREPARED BY: _____	DATE: _____

Service	CNG HCB	HDM HCB	TSP HCB	LGL LSA	CMG HCB
	210-80500	212-80700	241-82100	218-81600	208-8406
UNITS OF SERVICE					
Units Delivered					
Unit Rate					$47.00
EXPENDITURES FOR THE MONTH BY LINE ITEM					
Personnel					
E.R.E.					
P. & O.					
Travel					
Space					
Equipment					
Materials & Supplies					
Operating Services					
Indirect Costs					
Total Expenditures	$ -	$ -	$ -	$ -	$ -
REVENUE FOR THE MONTH BY FUND SOURCE					
ALTCS					
Project Income					
Non-Federal In-Kind					
Non-Federal Cash					
Other Federal					
Total Non-SEAGO Revenue	$ -	$ -	$ -	$ -	$ -

SEAGO AAA FUNDS	$ -	$ -	$ -	$ -	$ -
				TOTAL	$ -

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

AMOUNT	*DAARS #*
$ -	

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.