



Cochise County Board of Supervisors

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PEGGY JUDD
Chairman
District 3

PATRICK G. CALL
Vice-Chairman
District 1

ANN ENGLISH
Supervisor
District 2

EDWARD T. GILLIGAN
County Administrator

SHARON GILMAN
Associate County Administrator

ARLETHE G. RIOS
Clerk of the Board

AGENDA FOR REGULAR BOARD MEETING

Tuesday, October 23, 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.

PRESENTATION

Presentation by Mr. Matt Klump about support for Economic Development in the Willcox area.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of October 9, 2018.

County Attorney

2. Approve the proposed settlement of the Tax Appeal in *Karma Hotels, LLC v. Cochise County*, TX2016-001306, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

County Sheriff

3. Approve contract 2019-PTS-011 between Cochise County and the Governor's Office of Highway Safety in the amount of \$10,000 for overtime and employee related expense funds for Selective Traffic Enforcement Program (STEP) effective October 1, 2018 to September 30, 2019.
4. Approve contract 2019-AL-012 between Cochise County and the Governor's Office of Highway Safety for \$23,000 in overtime funds and the purchase of 6 Preliminary Breath Tests (PBT) for the Driving Under the Influence (DUI) Enforcement Program effective October 1, 2018 to September 30, 2019.

Court Administration

5. Approve Proclamation for Friday, November 9, 2018 to be proclaimed as National Adoption Day in Cochise County.

Finance

6. Approve demands and budget amendments for operating transfers.

PUBLIC HEARINGS

Board of Supervisors

7. Adopt Resolution 18-20 of the Cochise County Board of Supervisors Establishing a Deferred Prosecution Fee Schedule.

Community Development

8. Adopt Resolution 18-21 establishing Robbs Road as a Declared County Highway.
9. Adopt Zoning Ordinance 18-09, approving Docket Z-18-08, amending certain zoning district boundaries from R-36 (Residential; one dwelling per 36,000 square feet) to RU-4 (Rural; one dwelling per four acres), pursuant to the application of Daniel Thiels.

ACTION

Board of Supervisors

10. Approve the sales of the August 20-31, 2018 Tax Deed Land Auction held online through Public Surplus of parcels listed on Exhibit A and authorize the Clerk to post the remaining unsold properties for sale on an over-the-counter basis (see Exhibit B).

11. Approve the First Amendment to the Intergovernmental Agreement (IGA) between Cochise County ("County") and the City of Sierra Vista ("City") for Regional 911 Communications and Establishment of the Southeastern Arizona Communications Center (SEACOM).
12. Adopt Resolution 18-22 selecting County Representative on Board of Southeastern Arizona Communications Center (SEACOM).

County Sheriff

13. Approve the acceptance of a donation to the Cochise County Sheriff's office in the amount of \$956,420 from the Howard G. Buffet (HGB) Foundation in support of the Financial Crimes Unit for an additional two years.

Facilities

14. Approve a license agreement between Cochise County and the City of Bisbee authorizing the City exclusive use of the County's property located at 915 S. Tovreaville Road in Bisbee for a period of not less than 25 years.

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.

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

**Presentations / Special Events
Board of Supervisors**

Regular Board of Supervisors Meeting

Meeting Date: 10/23/2018

Economic Development in Willcox

Submitted By: Kim Lemons, Board of Supervisors

Department: Board of Supervisors

Presentation: **Recommendation:** Approve

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

NAME of PRESENTER: Mr. Matt Klump **TITLE of PRESENTER:** na

Mandated Function?: Federal or State Mandate **Source of Mandate or Basis for Support?:**

Docket Number (If applicable):

Information

Agenda Item Text:

Presentation by Mr. Matt Klump about support for Economic Development in the Willcox area.

Background:

Department's Next Steps (if approved):

Impact of NOT Approving/Alternatives:

To BOS Staff: Document Disposition/Follow-Up:

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 10/23/2018

Minutes

Submitted By: Melissa Belasco, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Approve the Minutes of the regular meeting of the Board of Supervisors of October 9, 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

Minutes

**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS
REGULAR MEETING HELD ON
Tuesday, October 9, 2018**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, October 9, 2018 at 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

Present: Peggy Judd, Chairman; Patrick G. Call, Vice-Chairman; Ann English, Supervisor
Staff Edward T. Gilligan, County Administrator; Sharon Gilman, Associate County
Present: Administrator; Kim Lemons, Deputy Clerk of the Board; Elda Orduno, Civil Deputy County
Attorney; Amanda Baillie, Public Information Officer

Chairman Judd called the meeting to order at 10:29 a.m.

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PLEDGE OF ALLEGIANCE

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CALL TO THE PUBLIC

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

PRESENTATION

Presentation by Jesus Duarte, Health Educator, Douglas Youth Coalition regarding the emerging policy strategy to reduce youth tobacco use and increasing the tobacco sale age to 21.

Mr. Duarte and members of the Douglas Youth Coalition used a PowerPoint presentation to present their mission, vision, service to the community, examples of meetings with community leaders, community assessments, letters to the editor, presentations to the mayor and council, drafting of the ordinance and summary of the readings, key points of the ordinance and final passing of the ordinance on July of 2017.

The Board thanked the group for their participation and making a difference.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of September 25, 2018.

Finance

2. Approve demands and budget amendments for operating transfers. Warrants Nos. 28699-29185 were issued in the amount of \$2,121,652.41.

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

Workforce Development

3. Approve the reappointment of Mr. Matt Bolinger and appointment of Mrs. Jennifer Martin to the Local Workforce Development Board to fill an unexpired term, effective immediately through 6/30/2022.

Vice-Chairman Call moved to approve items 1-3 on the consent agenda. Supervisor English seconded the motion and it carried unanimously.

ACTION

Board of Supervisors

4. Approve Memorandum of Understanding 2018-096 between the Department of Public Safety and Cochise County in the amount of \$166,666.67 to be used for prosecutorial and jail expenses incurred from individuals charged with drug trafficking, human smuggling, illegal immigration and other border related crime, effective July 1, 2018 through June 30, 2019.

Lt. Christy Heisner, Sheriff's Office presented this item. Lt. Heisner said this is the third year this MOU has come before the Board. Shared with the County Attorney's Office, a majority of the funding will be used for enhanced jail security to pay for key boxes. Mr. Bradshaw gave statistics for funding use; association with Stonegarden and importance of jail security and working with other border communities.

Vice-Chairman Call made a motion to approve Memorandum of Understanding 2018-096 between the Department of Public Safety and Cochise County in the amount of \$166,666.67 to be used for prosecutorial and jail expenses incurred from individuals charged with drug trafficking, human smuggling, illegal immigration and other border related crime, effective July 1, 2018 through June 30, 2019. Supervisor English seconded the motion.

Chairman Judd called for the vote and it was approved 3-0.

Fleet Services

5. Approve contract award for the purchase of a Moffett MX8 Forklift from Hiab USA Incorporated, located in Phoenix, Arizona in the amount of \$56,304.

This item was presented by Ruben Miranda, Internal Services Administrator. Mr. Miranda said the contract was requested by the Public Works Director for the Solid Waste Department to handle construction materials that normally go through the compactor, that will result in a savings of approximately \$9,000 in repair costs to the compactor.

Supervisor English thanked Mr. Miranda for finding a solution to the problem.

Supervisor English made a motion to approve contract award for the purchase of a Moffett MX8 Forklift from Hiab USA Incorporated, located in Phoenix, Arizona in the amount of \$56,304. Vice-Chairman Call seconded the motion.

Chairman Judd called for the vote and it was approved 3-0.

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

Mr. Gilligan said the ADP team was on track for implementation of the new time tracking system with training starting next month. Also, completing work with departments for market-based salary data to be used across the workforce and calculation of dollar amounts to be transferred to the respective budgets for annual pay raises.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Supervisor Call said he will tour the County Water Projects with the Canyon Vista CEO; and meetings with the Arizona Border Counties; City of Sierra Vista Chamber of Commerce Leadership; Hereford NRCD; and SACA luncheon.

Report by District 2 Supervisor, Ann English

Supervisor English will be attending a Gateway to Arizona meeting for Cochise County in Douglas.

Report by District 3 Supervisor, Peggy Judd

Supervisor Judd said there are always a multiple of community events in District 3 to attend. She also attended the CSA Summit in Yuma last week. She will be attending the SSVEC meeting next week in Willcox.

Chairman Judd adjourned the meeting at 10:56 a.m.

APPROVED:

Peggy Judd, Chairman

ATTEST:

Kim Lemons, Deputy Clerk of the Board

C Co. Demands 10.9.18

| | | | | | | | |
|-------|------------|---|--------------|--------|------------|----------------------------------|-------------|
| 28652 | 09/20/2018 | A Check America | \$185.50 | H28728 | 09/25/2018 | Bug-Wiser Exterminating, Inc. | \$180.00 |
| 28653 | 09/20/2018 | AZ County Clerks Association | \$200.00 | 28729 | 09/25/2018 | Bunyard, Laura Anne | \$110.08 |
| 28654 | 09/20/2018 | AZ Department of Corrections | \$440.00 | 28730 | 09/25/2018 | Burnett, Nancy, I. | \$152.80 |
| 28655 | 09/20/2018 | AZ Public Service - APS | \$1,536.78 | 28731 | 09/25/2018 | Carberry, Lucinda Louise | \$115.00 |
| 28656 | 09/20/2018 | AZ State Treasurer | \$184,567.00 | 28732 | 09/25/2018 | Cardoza, Rose Marie E | \$146.08 |
| 28657 | 09/20/2018 | AZ Supreme Court | \$4,832.50 | 28733 | 09/25/2018 | Carrillo, David V | \$115.00 |
| 28658 | 09/20/2018 | AZ Water Company | \$1,734.85 | 28734 | 09/25/2018 | CDW LLC | \$6,104.06 |
| 28659 | 09/20/2018 | BI Incorporated | \$834.68 | 28735 | 09/25/2018 | Cengage Learning, Inc. dba GALE | \$22.39 |
| 28660 | 09/20/2018 | BNL Skill Builders | \$100.00 | 28736 | 09/25/2018 | CenturyLink | \$293.30 |
| 28661 | 09/20/2018 | Bob Barker Company, Inc. | \$4,660.00 | 28737 | 09/25/2018 | Cintas Fire Protection | \$987.42 |
| 28662 | 09/20/2018 | Butler, Steven R | \$64.24 | 28738 | 09/25/2018 | Cochise County Justice Court #3 | \$41.88 |
| 28663 | 09/20/2018 | CenturyLink | \$328.18 | 28739 | 09/25/2018 | Cochise Supplies, Inc. | \$19.28 |
| 28664 | 09/20/2018 | Cintas Corporation No. 445 | \$151.55 | 28740 | 09/25/2018 | Cohen, Jessi, Taylor | \$115.00 |
| 28665 | 09/20/2018 | Cintas Fire Protection | \$2,426.40 | 28741 | 09/25/2018 | Cohen, Pamela Karen | \$115.00 |
| 28666 | 09/20/2018 | Cloud, Shelly R. | \$250.00 | 28742 | 09/25/2018 | Cohom, Phyllis L. | \$186.40 |
| 28667 | 09/20/2018 | Courtesy Chevrolet / GMAC | \$78,383.17 | 28743 | 09/25/2018 | Concentra Medical Centers | \$205.50 |
| 28668 | 09/20/2018 | CRM of America LLC | \$13,829.69 | 28744 | 09/25/2018 | Contreras, Maria G. | \$115.00 |
| 28669 | 09/20/2018 | Dease, Iona | \$630.00 | 28745 | 09/25/2018 | Cooke, Stephen R. | \$540.00 |
| 28670 | 09/20/2018 | Deneke, Buffy | \$60.60 | 28746 | 09/25/2018 | Cooksley, Kent, C. | \$50.00 |
| 28671 | 09/20/2018 | eScribers, LLC | \$792.70 | 28747 | 09/25/2018 | Cool Dreams Window Tinting | \$200.00 |
| 28672 | 09/20/2018 | Garcia, Anna | \$100.00 | 28748 | 09/25/2018 | Copygraphix Inc. | \$258.18 |
| 28673 | 09/20/2018 | Gasper, Jo Ann | \$24.30 | 28749 | 09/25/2018 | Cotton, Terry Michael | \$145.79 |
| 28674 | 09/20/2018 | Grossman & Grossman Ltd | \$210.00 | 28750 | 09/25/2018 | COXWORTH, DANIEL | \$115.00 |
| 28675 | 09/20/2018 | Hudson Baylor Tucson, LLC | \$1,545.94 | 28751 | 09/25/2018 | Crowell, Patricia | \$148.60 |
| 28676 | 09/20/2018 | Jimenez, Elizabeth Sarah | \$753.75 | 28752 | 09/25/2018 | Dacus, Pamela | \$126.76 |
| 28677 | 09/20/2018 | Kuttner, Ludwig G. | \$20.90 | 28753 | 09/25/2018 | Dagostino Private Investigations | \$2,242.44 |
| 28678 | 09/20/2018 | Law Offices of Christopher Hitchcock | \$350.00 | 28754 | 09/25/2018 | Dandurand, Felicia L | \$130.12 |
| 28679 | 09/20/2018 | Longley, Robert E. | \$100.00 | 28755 | 09/25/2018 | Davis III, Arnold D | \$115.00 |
| 28680 | 09/20/2018 | National Business Furniture, LLC | \$6,966.34 | 28756 | 09/25/2018 | Davis Jr, Arnold D | \$115.00 |
| 28681 | 09/20/2018 | Nyander, Penny Sue | \$631.80 | 28757 | 09/25/2018 | Davis, Jeanette H | \$115.00 |
| 28682 | 09/20/2018 | Prudential Overall Supply | \$51.64 | 28758 | 09/25/2018 | de la Cruz, Judy | \$152.80 |
| 28683 | 09/20/2018 | Reed, Cynthia - Court Reporter | \$386.40 | 28759 | 09/25/2018 | Dekeizer, John P | \$147.34 |
| 28684 | 09/20/2018 | RevolutionaryText, LLC | \$4,314.80 | 28760 | 09/25/2018 | Demco Inc. | \$248.63 |
| 28685 | 09/20/2018 | Schlesinger, Aaron | \$756.40 | 28761 | 09/25/2018 | Despain, Elizabeth | \$223.36 |
| 28686 | 09/20/2018 | Senergy Petroleum LLC | \$3,386.18 | 28762 | 09/25/2018 | Dewitt, Elsa L | \$115.00 |
| 28687 | 09/20/2018 | Sheakley Pension Administration Inc. | \$1,235.75 | 28763 | 09/25/2018 | Diamondback Police Supply Co | \$3,502.64 |
| 28688 | 09/20/2018 | Southwestern Scale Company, Inc. | \$16,044.85 | 28764 | 09/25/2018 | Dillingham, Bruce Edward | \$140.20 |
| 28689 | 09/20/2018 | Sparkletts | \$77.16 | 28765 | 09/25/2018 | Direct TV | \$35.63 |
| 28690 | 09/20/2018 | Sulphur Springs Valley Electric Coop., Inc. | \$15,973.34 | 28766 | 09/25/2018 | Dobkowski, John J | \$138.52 |
| 28691 | 09/20/2018 | Supplemental Health Care | \$4,337.75 | 28767 | 09/25/2018 | Earhart, Barbara J | \$199.00 |
| 28692 | 09/20/2018 | Technical Resource Management, Inc. | \$28.80 | 28768 | 09/25/2018 | Eberly, Glenn A | \$158.48 |
| 28693 | 09/20/2018 | Thomson West | \$32,222.11 | 28769 | 09/25/2018 | Emily Danies Attorney at Law LLC | \$2,200.00 |
| 28694 | 09/20/2018 | UPS Freight | \$32.55 | 28770 | 09/25/2018 | Empire Southwest LLC | \$18,583.64 |
| 28695 | 09/20/2018 | US Economic Research | \$4,999.00 | 28771 | 09/25/2018 | Farley, Peggy | \$178.00 |
| 28696 | 09/20/2018 | Waxie Sanitary Supply | \$5.28 | 28772 | 09/25/2018 | Fernandez, Delia | \$165.40 |
| 28697 | 09/20/2018 | AZ Department of Revenue | \$104,587.46 | 28773 | 09/25/2018 | Fimbres, Javier F | \$136.00 |
| 28698 | 09/20/2018 | Kelch, Britnie M. | \$31.73 | 28774 | 09/25/2018 | Fix, Janie F | \$144.40 |
| 28699 | 09/25/2018 | ACE Hardware | \$174.11 | 28775 | 09/25/2018 | Flores, Juan P | \$552.50 |
| 28700 | 09/25/2018 | Aerial Solutions II LLC | \$37,251.34 | 28776 | 09/25/2018 | Forbes, Janet, L. | \$129.28 |
| 28701 | 09/25/2018 | Altig, Mary | \$69.46 | 28777 | 09/25/2018 | Fox, Marilyn Louise | \$170.02 |
| 28702 | 09/25/2018 | Amarillas-Alvarez, Stephanie Nicole | \$144.40 | 28778 | 09/25/2018 | Frank, Pamela Gail | \$152.60 |
| 28703 | 09/25/2018 | Amazon.com LLC | \$646.91 | 28779 | 09/25/2018 | Freedom Towing and Hauling | \$200.00 |
| 28704 | 09/25/2018 | Ames, Nancia, E. | \$139.36 | 28780 | 09/25/2018 | Fry, Ruth Ellen | \$115.00 |
| 28705 | 09/25/2018 | Anable, Sylvia M | \$115.00 | 28781 | 09/25/2018 | Gacon, Richelle, J. | \$178.00 |
| 28706 | 09/25/2018 | Andrews, Joseph, L. | \$240.20 | 28782 | 09/25/2018 | Garan, CJ | \$170.44 |
| 28707 | 09/25/2018 | AZ Counties Insurance Pool | \$6,838.70 | 28783 | 09/25/2018 | Garcia, Alma | \$100.00 |
| 28708 | 09/25/2018 | AZ Department of Corrections | \$139.25 | 28784 | 09/25/2018 | Gasper, Jo Ann | \$179.90 |
| 28709 | 09/25/2018 | AZ Medical Waste, LLC | \$149.44 | 28785 | 09/25/2018 | Gilbert, Charlotte B | \$140.20 |
| 28710 | 09/25/2018 | AZ Public Health Association | \$1,000.00 | 28786 | 09/25/2018 | Grady, Carolyn J | \$168.76 |
| 28711 | 09/25/2018 | AZ Public Service - APS | \$1,953.41 | 28787 | 09/25/2018 | Graham, Margaret A | \$142.72 |
| 28712 | 09/25/2018 | AZ Supreme Court | \$14,677.50 | 28788 | 09/25/2018 | Grainger, Roberta | \$231.56 |
| 28713 | 09/25/2018 | Athens Technical Specialists, Inc. (ATSI) | \$45,911.09 | 28789 | 09/25/2018 | Griffith, David Bruce | \$7,100.00 |
| 28714 | 09/25/2018 | B & D Lumber and Hardware | \$1,102.71 | 28790 | 09/25/2018 | Gudvangen, Tina, Polly | \$66.40 |
| 28715 | 09/25/2018 | Baker & Taylor, LLC | \$99.62 | 28791 | 09/25/2018 | Gutierrez, Linda | \$115.00 |
| 28716 | 09/25/2018 | Barnes, Margery, O. | \$115.00 | 28792 | 09/25/2018 | Hady, Nora | \$115.00 |
| 28717 | 09/25/2018 | Barnett's Towing & Oxygen LLC | \$150.00 | 28793 | 09/25/2018 | Haller, Cyntia, Marie | \$138.52 |
| 28718 | 09/25/2018 | Barnett's Towing LLC | \$152.00 | 28794 | 09/25/2018 | Hanigan, Thomas Henry | \$119.20 |
| 28719 | 09/25/2018 | Benavidez, Frank P. | \$115.00 | 28795 | 09/25/2018 | Hansen, Karla Faye | \$115.00 |
| 28720 | 09/25/2018 | Bisbee NAPA | \$1,365.86 | 28796 | 09/25/2018 | Hardy, Carol, A. | \$100.00 |
| 28721 | 09/25/2018 | Blair, Marie, A. | \$50.00 | 28797 | 09/25/2018 | Harris, Kara Lucille | \$115.00 |
| 28722 | 09/25/2018 | Blinkinsop, Neenah L | \$151.96 | 28798 | 09/25/2018 | Hartman, Melissa Ann | \$128.86 |
| 28723 | 09/25/2018 | Bohling, Linda K | \$128.02 | 28799 | 09/25/2018 | Hays, Barbara E. | \$134.74 |
| 28724 | 09/25/2018 | Bos, Wanda Jean | \$153.64 | 28800 | 09/25/2018 | Hays, Lawrence Grant | \$115.00 |
| 28725 | 09/25/2018 | Brown, Michele M | \$115.00 | 28801 | 09/25/2018 | Heideman, Cynthia A | \$127.60 |
| 28726 | 09/25/2018 | Brownell, Richard, N. | \$115.00 | 28802 | 09/25/2018 | Herron, Clifford, Lex | \$50.00 |
| 28727 | 09/25/2018 | Brownell, Catherine Anne | \$115.00 | 28803 | 09/25/2018 | Herron, Suzanne, Gilbert | \$50.00 |
| | | | | 28804 | 09/25/2018 | Highley, Cynthia A. | \$131.80 |

| | | | | | | | |
|-------|------------|---|--------------|-------|------------|--|-------------|
| 28805 | 09/25/2018 | Himes, Leslie Ann | \$133.48 | 28883 | 09/25/2018 | Nixon, Mark, Robert | \$140.20 |
| 28806 | 09/25/2018 | Hirst, Darla R. | \$157.00 | 28884 | 09/25/2018 | Nyquist, Henry, Ernest | \$161.20 |
| 28807 | 09/25/2018 | Hodges Glass Co Inc | \$950.00 | 28885 | 09/25/2018 | Olser, Gladys | \$186.40 |
| 28808 | 09/25/2018 | Holder, Maxine P | \$115.00 | 28886 | 09/25/2018 | Onken, Jane | \$115.00 |
| 28809 | 09/25/2018 | Honeman, Van G. | \$70.00 | 28887 | 09/25/2018 | Orndorf, James | \$61.32 |
| 28810 | 09/25/2018 | Howison, Lisa, LeAnne | \$129.78 | 28888 | 09/25/2018 | Padia, Valerie E. | \$115.00 |
| 28811 | 09/25/2018 | Hubble, Anthony D | \$500.00 | 28889 | 09/25/2018 | Penrose, David , W. | \$50.00 |
| 28812 | 09/25/2018 | Hylton, Katherine, T. | \$206.53 | 28890 | 09/25/2018 | Pike, Wanda E | \$215.60 |
| 28813 | 09/25/2018 | Interstate Battery | \$195.96 | 28891 | 09/25/2018 | Pima County | \$87,500.00 |
| 28814 | 09/25/2018 | Jackson, Noble | \$212.50 | 28892 | 09/25/2018 | Prudential Overall Supply | \$298.48 |
| 28815 | 09/25/2018 | Jacobsen, Nancy, June | \$100.00 | 28893 | 09/25/2018 | PTS-Prisoner Trans. Services America LLC | \$5,415.50 |
| 28816 | 09/25/2018 | Jansen, Keith | \$115.00 | 28894 | 09/25/2018 | Purcell Tire & Rubber Company | \$22,266.97 |
| 28817 | 09/25/2018 | Jennings, Julianna | \$141.88 | 28895 | 09/25/2018 | Ragan, Robin J | \$199.00 |
| 28818 | 09/25/2018 | Jennings, Edith | \$141.88 | 28896 | 09/25/2018 | Rauch, Arlie David | \$115.00 |
| 28819 | 09/25/2018 | Johnson, Kathleen B | \$170.02 | 28897 | 09/25/2018 | Rineer, Patsy Laverne | \$129.28 |
| 28820 | 09/25/2018 | Jones, Florence J | \$182.00 | 28898 | 09/25/2018 | Rios, Arlethe | \$21.00 |
| 28821 | 09/25/2018 | Jones, Harlan LeRoy | \$157.00 | 28899 | 09/25/2018 | Rivera, Guadalupe A | \$190.40 |
| 28822 | 09/25/2018 | Jones, Linda H | \$115.00 | 28900 | 09/25/2018 | Robertson, Connie, J. | \$115.00 |
| 28823 | 09/25/2018 | Keefe Commissary Network, LLC | \$2,563.10 | 28901 | 09/25/2018 | Rodriguez, Arthur, E. | \$131.80 |
| 28824 | 09/25/2018 | Kennedy, Barbara A | \$138.52 | 28902 | 09/25/2018 | Rodriguez, Jay, J. | \$131.80 |
| 28825 | 09/25/2018 | Kennon, Maria D. | \$140.00 | 28903 | 09/25/2018 | Rodriguez, Edna M. | \$141.88 |
| 28826 | 09/25/2018 | Kirkley, Linda D | \$127.60 | 28904 | 09/25/2018 | Rose, Linda S | \$115.00 |
| 28827 | 09/25/2018 | Kirschmann Jr., Robert, C. | \$30.00 | 28905 | 09/25/2018 | Ross, Patricia G. | \$52.50 |
| 28828 | 09/25/2018 | Klocko, Ann | \$271.80 | 28906 | 09/25/2018 | Ross, Ramiro | \$52.50 |
| 28829 | 09/25/2018 | Klump, J. Kathryn | \$115.00 | 28907 | 09/25/2018 | RWC Group | \$5,440.54 |
| 28830 | 09/25/2018 | Knoche, Jayne Marie | \$115.00 | 28908 | 09/25/2018 | Safelite Autoglass Corp. | \$192.62 |
| 28831 | 09/25/2018 | Korleski, Raymond G | \$164.56 | 28909 | 09/25/2018 | Schlesinger, Aaron | \$1,493.70 |
| 28832 | 09/25/2018 | LaBombard, Holly, Jean | \$161.84 | 28910 | 09/25/2018 | Schlievert, Scott W. | \$1,200.00 |
| 28833 | 09/25/2018 | Lambert, Leslie, L. | \$135.16 | 28911 | 09/25/2018 | Schoder-Ehri, Ruthe E. | \$131.80 |
| 28834 | 09/25/2018 | Lamken, Matthew, F. | \$126.76 | 28912 | 09/25/2018 | Schoder-Ehri, William L | \$131.80 |
| 28835 | 09/25/2018 | Landwerlen, Loretta, T. | \$100.00 | 28913 | 09/25/2018 | Schuelman, Edgar Louis | \$161.20 |
| 28836 | 09/25/2018 | Larned, Michele I. | \$212.02 | 28914 | 09/25/2018 | Scott, Johanna | \$139.61 |
| 28837 | 09/25/2018 | Law Office of Janelle A. McEachern | \$700.00 | 28915 | 09/25/2018 | Senergy Petroleum LLC | \$50,527.63 |
| 28838 | 09/25/2018 | Law Office of Joan M Sacramento | \$2,990.00 | 28916 | 09/25/2018 | Shaver, Linda Joyce | \$182.20 |
| 28839 | 09/25/2018 | Law Office of Joan M Sacramento | \$350.00 | 28917 | 09/25/2018 | Sheldahl, Lois Marie | \$148.60 |
| 28840 | 09/25/2018 | Law Office of Sarah Michele Martin | \$1,000.00 | 28918 | 09/25/2018 | Shoemaker, Brad | \$400.00 |
| 28841 | 09/25/2018 | Law Office of Stephanie C. Stoltman | \$1,180.80 | 28919 | 09/25/2018 | Shreve, , Virginia, A. | \$250.00 |
| 28842 | 09/25/2018 | Law Offices of Harriette P Levitt, PLLC | \$1,005.00 | 28920 | 09/25/2018 | Sierra Vista NAPA | \$734.24 |
| 28843 | 09/25/2018 | Law Offices of Ruben Teran S. | \$7,231.34 | 28921 | 09/25/2018 | Simmons, Jacob, Daniel | \$136.84 |
| 28844 | 09/25/2018 | Legend Technical Services of AZ, Inc. | \$245.00 | 28922 | 09/25/2018 | Simmons, Sara Lynn | \$197.54 |
| 28845 | 09/25/2018 | Lemley, Charles Richard | \$123.40 | 28923 | 09/25/2018 | Simpson Tool Box Company | \$53.49 |
| 28846 | 09/25/2018 | Lenhardt, Becky Lou | \$154.48 | 28924 | 09/25/2018 | Singleton Equipment, LLC | \$4,875.00 |
| 28847 | 09/25/2018 | Lenhardt, Michael Charles | \$115.00 | 28925 | 09/25/2018 | Slater, Howard F | \$115.00 |
| 28848 | 09/25/2018 | Lepard, Charlet C. | \$165.00 | 28926 | 09/25/2018 | Sparkletts | \$417.89 |
| 28849 | 09/25/2018 | Levin, Joel, B. | \$135.16 | 28927 | 09/25/2018 | Stephens, Asa | \$125.50 |
| 28850 | 09/25/2018 | Lewis, David Alen | \$115.00 | 28928 | 09/25/2018 | Stericycle Inc. | \$1,280.91 |
| 28851 | 09/25/2018 | Logicalis, Inc. | \$103,218.35 | 28929 | 09/25/2018 | Stickler, Patricia, Ronell | \$115.00 |
| 28852 | 09/25/2018 | Love, Glenda M | \$186.40 | 28930 | 09/25/2018 | Stoner, Elizabeth Ashe | \$121.72 |
| 28853 | 09/25/2018 | Lowell A. Jensen, PLC | \$6,060.00 | 28931 | 09/25/2018 | Straka, Darla E. | \$128.86 |
| 28854 | 09/25/2018 | Lujan Robert E | \$250.04 | 28932 | 09/25/2018 | Straka, James E. | \$128.86 |
| 28855 | 09/25/2018 | Lujan, Charlene L | \$115.00 | 28933 | 09/25/2018 | Sugitan, Corinne D. | \$138.52 |
| 28856 | 09/25/2018 | Macs Towing | \$90.00 | 28934 | 09/25/2018 | Sullivan, Natalie, Frances | \$140.20 |
| 28857 | 09/25/2018 | Madrid, Isabel V | \$250.00 | 28935 | 09/25/2018 | Sullivan, Jean | \$193.76 |
| 28858 | 09/25/2018 | Malarchik, Brenda L | \$134.32 | 28936 | 09/25/2018 | Thames, Dolores Kathleen | \$141.04 |
| 28859 | 09/25/2018 | Manch Law Firm PLLC | \$3,799.20 | 28937 | 09/25/2018 | The Law Office of Christopher W. Caine | \$1,200.00 |
| 28860 | 09/25/2018 | Many Horses, Hajayyah | \$115.00 | 28938 | 09/25/2018 | The W Law Firm PLLC | \$5,000.00 |
| 28861 | 09/25/2018 | Martin, Donald, A. | \$50.00 | 28939 | 09/25/2018 | Thomas, Monica, Ann | \$141.88 |
| 28862 | 09/25/2018 | Martin, Kathleen | \$50.00 | 28940 | 09/25/2018 | Thomson West | \$98.33 |
| 28863 | 09/25/2018 | Martinez, Lupe S | \$115.00 | 28941 | 09/25/2018 | Thorn Law Office | \$2,172.55 |
| 28864 | 09/25/2018 | Martzke, James F. | \$178.00 | 28942 | 09/25/2018 | Tingle, Joyce S | \$174.86 |
| 28865 | 09/25/2018 | Martzke, Vicki J. | \$203.00 | 28943 | 09/25/2018 | Titan Machinery Inc. | \$251.14 |
| 28866 | 09/25/2018 | MCCALL, MONICA, GABRIELA | \$135.16 | 28944 | 09/25/2018 | Tiuan, Maryclare | \$100.00 |
| 28867 | 09/25/2018 | McCarty, Allen | \$126.04 | 28945 | 09/25/2018 | Trademark Visual, Inc. | \$183.08 |
| 28868 | 09/25/2018 | McGowan, Mark J. | \$9,200.00 | 28946 | 09/25/2018 | Trane U.S. Inc. | \$2,376.67 |
| 28869 | 09/25/2018 | Mead, Raymond R. | \$133.48 | 28947 | 09/25/2018 | Treu, Mary, M. | \$115.00 |
| 28870 | 09/25/2018 | Melo, Emma Randall | \$100.00 | 28948 | 09/25/2018 | Treuber, Carol | \$100.00 |
| 28871 | 09/25/2018 | Merle's Automotive Supply | \$117.76 | 28949 | 09/25/2018 | Tritz, Judith Linda | \$141.04 |
| 28872 | 09/25/2018 | Merle's Automotive Supply | \$1,114.96 | 28950 | 09/25/2018 | Valley Telephone Coop., Inc. | \$188.40 |
| 28873 | 09/25/2018 | Middleton, Benjamin, Hamp | \$139.36 | 28951 | 09/25/2018 | VCA Apache Animal Hospital | \$592.17 |
| 28874 | 09/25/2018 | Mitten, Carrie, Ellen | \$115.00 | 28952 | 09/25/2018 | W W Grainger Inc | \$216.61 |
| 28875 | 09/25/2018 | Montgomery, Robert W | \$50.00 | 28953 | 09/25/2018 | W. R. Ryan Company | \$3,425.43 |
| 28876 | 09/25/2018 | Moon, Charlotte K | \$115.00 | 28954 | 09/25/2018 | Walker, Nora, Sue | \$127.60 |
| 28877 | 09/25/2018 | Morales, Maria, Guadalupe | \$135.16 | 28955 | 09/25/2018 | Walker, David B | \$152.60 |
| 28878 | 09/25/2018 | Moran, Jose | \$115.00 | 28956 | 09/25/2018 | Waterman, David M | \$1,732.72 |
| 28879 | 09/25/2018 | Moringello, Anthony | \$148.60 | 28957 | 09/25/2018 | Watkins, Krist-Anah, Easterlynn | \$115.00 |
| 28880 | 09/25/2018 | Mueller, Theresa, A. | \$128.94 | 28958 | 09/25/2018 | Watson Chevrolet Inc | \$3,352.42 |
| 28881 | 09/25/2018 | Natale, Gail Gianasi | \$10.00 | 28959 | 09/25/2018 | Waxie Sanitary Supply | \$979.70 |
| 28882 | 09/25/2018 | Naugle Sr, James R | \$178.00 | 28960 | 09/25/2018 | Webster, Sharon, A. | \$199.00 |

| | | | | | | | |
|-------|------------|---|--------------|-------|------------|---|-------------|
| 28961 | 09/25/2018 | Weston, Robert W. | \$178.00 | 29039 | 09/28/2018 | Perspective Enterprises | \$1,547.00 |
| 28962 | 09/25/2018 | Wev, Peter D | \$129.28 | 29040 | 09/28/2018 | Pitney Bowes, Inc. | \$138.10 |
| 28963 | 09/25/2018 | Whittaker, Brenda Jean | \$232.40 | 29041 | 09/28/2018 | PrevenTronics | \$21,094.34 |
| 28964 | 09/25/2018 | Wick Communications | \$98.61 | 29042 | 09/28/2018 | Prudential Overall Supply | \$103.28 |
| 28965 | 09/25/2018 | Willcox Auto Parts Inc. | \$820.48 | 29043 | 09/28/2018 | Ransom, Linda | \$50.00 |
| 28966 | 09/25/2018 | Willcox Rural Fire Department | \$250.00 | 29044 | 09/28/2018 | Robert J. Zohlmann, Esq. | \$1,590.00 |
| 28967 | 09/25/2018 | Woods, Julietta | \$163.72 | 29045 | 09/28/2018 | Runbeck Election Services Inc. | \$1,297.43 |
| 28968 | 09/25/2018 | Wright, Catherine, A. | \$115.00 | 29046 | 09/28/2018 | Schlesinger, Aaron | \$10.50 |
| 28969 | 09/25/2018 | Wright, Samuel | \$123.40 | 29047 | 09/28/2018 | Sedillos, Lorna Gries | \$200.00 |
| 28970 | 09/25/2018 | Wysong, Lorenza Lopez | \$115.00 | 29048 | 09/28/2018 | Sizemore, Jessica | \$411.50 |
| 28971 | 09/25/2018 | Cochise County Sheriff's Department | \$1,840.46 | 29049 | 09/28/2018 | Snyder, Gregg A | \$1,080.00 |
| 28972 | 09/25/2018 | Cochise Private Industry Council, Inc. | \$74,159.00 | 29050 | 09/28/2018 | Sonora Behavioral Health | \$4,500.00 |
| 28973 | 09/25/2018 | Eveningred, Richard | \$190.00 | 29051 | 09/28/2018 | Southwest Gas Corporation | \$196.69 |
| 28974 | 09/25/2018 | Kappler, Maureen RN | \$899.30 | 29052 | 09/28/2018 | Sparkletts | \$177.35 |
| 28975 | 09/25/2018 | Watkins, Robert | \$700.00 | 29053 | 09/28/2018 | Sparkletts | \$45.00 |
| 28976 | 09/25/2018 | Cochise Floor Covering | \$7,045.23 | 29054 | 09/28/2018 | St Patrick Roman Catholic Parish- Bisbee | \$900.00 |
| 28977 | 09/27/2018 | Cochise County/Sheakley/National Bank | \$4,242.82 | 29055 | 09/28/2018 | Stantec Consulting Services, Inc. | \$5,220.00 |
| 28978 | 09/27/2018 | ECMC | \$293.11 | 29056 | 09/28/2018 | Stericycle Inc. | \$235.57 |
| 28979 | 09/27/2018 | Ewing & Ewing Attorneys | \$268.79 | 29057 | 09/28/2018 | Sulphur Springs Valley Electric Coop., Inc. | \$7,292.89 |
| 28980 | 09/27/2018 | GC Services LP / PHEAA | \$124.50 | 29058 | 09/28/2018 | Supplemental Health Care | \$2,376.00 |
| 28981 | 09/27/2018 | General Revenue Corporation | \$297.96 | 29059 | 09/28/2018 | Trachtman, Sean | \$280.00 |
| 28982 | 09/27/2018 | Licking County CSEA | \$178.61 | 29060 | 09/28/2018 | Transact Commercial Furnishings, Inc. | \$12,139.16 |
| 28983 | 09/27/2018 | Pre-paid Legal Services, Inc. dba LegalShield | \$1,699.75 | 29061 | 09/28/2018 | Valley Telephone Coop., Inc. | \$297.21 |
| 28984 | 09/27/2018 | Support Payment Clearinghouse | \$5,514.76 | 29062 | 09/28/2018 | Verizon Wireless | \$11,078.15 |
| 28985 | 09/27/2018 | U.S. Department of Education | \$177.67 | 29063 | 09/28/2018 | Waxie Sanitary Supply | \$2,867.38 |
| 28986 | 09/28/2018 | Air Evac EMS, Inc. | \$2,975.00 | 29064 | 09/28/2018 | West Press | \$341.71 |
| 28987 | 09/28/2018 | AZ Department of Corrections | \$1,148.24 | 29065 | 09/28/2018 | Wick Communications | \$1,134.57 |
| 28988 | 09/28/2018 | AZ Department of Corrections ASPC-Tucson | \$64.25 | 29066 | 09/28/2018 | Wick Communications | \$162.00 |
| 28989 | 09/28/2018 | AZ Medical Waste, LLC | \$315.85 | 29067 | 09/28/2018 | Willcox Rock & Sand Inc. | \$2,228.61 |
| 28990 | 09/28/2018 | AZ Public Service - APS | \$17,343.39 | 29068 | 09/28/2018 | Wisehart, Dale | \$100.00 |
| 28991 | 09/28/2018 | AZ State Land Department | \$373.81 | 29069 | 09/28/2018 | WIST Office Products Co | \$92.13 |
| 28992 | 09/28/2018 | AZ State Prison Complex | \$9,297.60 | 29070 | 09/28/2018 | Chiricahua Community Health Centers, INC | \$103.71 |
| 28993 | 09/28/2018 | AZ Water Company | \$926.43 | 29071 | 09/28/2018 | Cochise County Adult Probation | \$300.20 |
| 28994 | 09/28/2018 | Auletta, Susan P | \$805.00 | 29072 | 09/28/2018 | Cochise Private Industry Council, Inc. | \$56,058.00 |
| 28995 | 09/28/2018 | B & S Supply Co, Inc | \$1,356.47 | 29073 | 09/28/2018 | Copper Queen Community Hospital | \$1,234.00 |
| 28996 | 09/28/2018 | Bella Vista Water Company-Liberty Water | \$659.46 | 29074 | 09/28/2018 | U S Postal Service | \$20,000.00 |
| 28997 | 09/28/2018 | Benson, City of | \$243.90 | 29075 | 09/28/2018 | U S Postal Service | \$6,000.00 |
| 28998 | 09/28/2018 | Bisbee, City of (Ambulance) | \$981.33 | 29076 | 09/28/2018 | US District Court | \$64.00 |
| 28999 | 09/28/2018 | Brace, Celeste | \$50.00 | | | | |
| 29000 | 09/28/2018 | Bug-Wiser Exterminating, Inc. | \$35.00 | | | | |
| 29001 | 09/28/2018 | Cable One | \$152.96 | | | | |
| 29002 | 09/28/2018 | Cactus Country Auto Sales | \$21.01 | | | | |
| 29003 | 09/28/2018 | Cardinal Health Inc. | \$555.03 | | | | |
| 29004 | 09/28/2018 | CenturyLink | \$254.59 | | | | |
| 29005 | 09/28/2018 | CenturyLink | \$864.13 | | | | |
| 29006 | 09/28/2018 | CenturyLink | \$31.70 | | | | |
| 29007 | 09/28/2018 | Chavez, Janet | \$16.81 | | | | |
| 29008 | 09/28/2018 | Cherry Creek Broadcasting | \$3,082.98 | | | | |
| 29009 | 09/28/2018 | Cintas Corporation No. 445 | \$180.83 | | | | |
| 29010 | 09/28/2018 | Cintas Fire Protection | \$3,118.26 | | | | |
| 29011 | 09/28/2018 | Cochise County Clerk of Superior Court | \$50.00 | | | | |
| 29012 | 09/28/2018 | Cochise Heart Center, PLLC | \$106.67 | | | | |
| 29013 | 09/28/2018 | Concentra Medical Centers | \$429.00 | | | | |
| 29014 | 09/28/2018 | Contract Pharmacy Services, Inc. | \$600.00 | | | | |
| 29015 | 09/28/2018 | Copper Queen Medical Associates | \$42.00 | | | | |
| 29016 | 09/28/2018 | CRM of America LLC | \$8,016.55 | | | | |
| 29017 | 09/28/2018 | Culligan of Tucson | \$83.98 | | | | |
| 29018 | 09/28/2018 | Dell Marketing LP | \$253,777.97 | | | | |
| 29019 | 09/28/2018 | Deneke, Buffy | \$486.50 | | | | |
| 29020 | 09/28/2018 | Douglas Police Department | \$3,000.00 | | | | |
| 29021 | 09/28/2018 | Empire Southwest LLC | \$57,990.84 | | | | |
| 29022 | 09/28/2018 | Ergon Asphalt & Emulsions, Inc. | \$70,823.30 | | | | |
| 29023 | 09/28/2018 | Flores, Dora | \$31.32 | | | | |
| 29024 | 09/28/2018 | Granite Construction Company | \$3,834.74 | | | | |
| 29025 | 09/28/2018 | Hughes, James W | \$500.00 | | | | |
| 29026 | 09/28/2018 | JWS Web Design LLC | \$1,687.50 | | | | |
| 29027 | 09/28/2018 | KE&G Construction Inc. | \$24,738.44 | | | | |
| 29028 | 09/28/2018 | Kelly, Peter A. | \$1,924.82 | | | | |
| 29029 | 09/28/2018 | Legend Technical Services of AZ, Inc. | \$720.00 | | | | |
| 29030 | 09/28/2018 | Maddux & Sons Inc | \$1,891.99 | | | | |
| 29031 | 09/28/2018 | Martinez, Gerardo, Gerardo | \$100.00 | | | | |
| 29032 | 09/28/2018 | Medical Diagnostic Imaging Group | \$1,047.36 | | | | |
| 29033 | 09/28/2018 | Mesquite S & S Excavating | \$145.00 | | | | |
| 29034 | 09/28/2018 | Montgomery, Orville | \$59.76 | | | | |
| 29035 | 09/28/2018 | Northern Cochise Community Hospital, Inc. | \$169.60 | | | | |
| 29036 | 09/28/2018 | Nugent, Lawrence | \$100.00 | | | | |
| 29037 | 09/28/2018 | Pavex Corporation | \$191,395.10 | | | | |
| 29038 | 09/28/2018 | Perry, Nancy, E. | \$250.00 | | | | |

Regular Board of Supervisors Meeting

Meeting Date: 10/23/2018
Approve the Proposed Settlement of the Tax Appeal in Karma Hotels, LLC v. Cochise County

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:** 1

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 Tax Appeal in *Karma Hotels, LLC v. Cochise County*, TX2016-001306, 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 105-12-023 for tax years 2017 and 2018. After inspecting the property, reviewing the taxpayers' documentation and other market factors/comparables, the Assessor agrees that the parcel's full cash value and limited property value for tax years 2017 and 2018 should be lowered. The Assessor's recommended settlement offer is as follows:

- For tax year 2017, a reduction in full cash value from \$2,199,500 to \$765,000.
- For tax year 2018, a reduction in full cash value from \$2,199,500 to \$765,000.
- The assessment ratio shall remain at 18%.
- The legal class shall remain at 1.12.
- These values and classification apply to the 2017, 2018 and 2019 assessment pursuant to A.R.S. 42-16002 (B)(1).
- 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, Counsel for the County and Plaintiff's Counsel will sign a stipulation for entry of Judgment and will submit a form of Judgment to the Arizona Tax Court disposing of this matter, pursuant to the settlement terms.

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

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

Attachments

Stipulated Judgement

1 Douglas S. John (#021150)
2 FRAZER, RYAN, GOLDBERG & ARNOLD, L.L.P.
3 3101 North Central Avenue, Suite 1600
4 Phoenix, AZ 85012
5 (602) 277-2010
6 djohn@frgalaw.com

7 Attorneys for Plaintiff

8 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
9 **IN THE ARIZONA TAX COURT**

10
11 KARMA HOTELS, LLC, an Arizona
12 limited liability limited partnership,

13 Plaintiff,

14 v.

15 COCHISE COUNTY, a political
16 subdivision of the State of Arizona,

17 Defendant.

Case No. TX2016-001306

STIPULATED JUDGMENT

(Assigned to the Honorable Christopher T.
Whitten)

18 The parties have settled this appeal and stipulated to entry of Judgment as set forth
19 herein. Accordingly,

20 **IT IS ORDERED, ADJUDGED AND AGREED,**

21 1. That the property that is the subject of this action is that property identified by
22 Cochise County parcel number 105-12-023 (the "Subject Property").

23 2. That the full cash value of the Subject Property shall be changed from
24 \$2,199,500 to \$765,000 for tax year 2017.

25 3. That the full cash value of the Subject Property shall be changed from
26

1 \$2,199,500 to \$765,000 for tax year 2018.

2 4. That the legal classification of the Subject Property shall remain at 1.12 for tax
3 years 2017 and 2018.

4 5. The assessment ratio shall remain unchanged at 18% for tax years 2017 and
5 2018.

6 6. That the 2017 and 2018 tax years' limited property value shall be derived in
7 accordance with the provisions of A.R.S. § 42-13301 to § 42-13304, as applicable.

8 7. That, pursuant to A.R.S. § 42-16002(B), the Subject Property's reduced full
9 cash value and classification for tax year 2018, as determined by this Judgment, shall be its
10 full cash value and classification for the 2019 tax year.

11 8. That, as a result of the reduction in full cash and limited property values of the
12 Subject Property, for the 2017 and 2018 tax years, Defendant Cochise County shall pay to
13 Plaintiff's attorney's trust account c/o Frazer, Ryan, Goldberg & Arnold, LLP, 3101 North
14 Central Avenue, Suite 1600, Phoenix, Arizona, 85012, for the and 2017 and 2018 tax
15 refund, if any, an amount equal to any such excess taxes levied, assessed, and paid on the
16 Subject Property, plus interest at the legal rate pursuant to A.R.S. § 42-16214(A)(3), payable
17 from the date(s) of overpayment until the Judgment is paid in full.

18 9. That the above amounts shall be calculated by the Cochise County Treasurer
19 and shall be paid by the Cochise County.

20 10. That the parties shall each bear their own costs, expert witnesses expenses,
21 and attorneys' fees.

22 11. That the valuation above is the product of settlement and shall not be used for
23 any other purpose except as determination of value for the tax years indicated above.

24 12. That no further matters remain pending. This Judgment is entered pursuant to
25 Rule 54(c), Arizona Rules of Civil Procedure.

26 DONE IN OPEN COURT on _____, 2018.

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Honorable Christopher T. Whitten
Judge of the Arizona Tax Court

**APPROVED AS TO FORM
AND SUBSTANCE:**

**BRIAN M. MCINTYRE
COCHISE COUNTY ATTORNEY**

Christine J. Roberts
Civil Deputy County Attorney
Attorneys for Defendant Cochise County

FRAZER RYAN GOLDBERG & ARNOLD, LLP

Douglas S. John
Attorneys for Plaintiff

ORIGINAL of the foregoing E-LODGED
with the Clerk of the Maricopa County
Superior Court
AND
COPY sent via e-mail on this _____ day
Of October 2018.

(CRoberts@Cochisecountyaz.gov)
Christine J. Roberts
Deputy County Attorney
Cochise County Attorney's Office
P.O. Drawer CA
Bisbee, AZ 85603
Attorneys for Defendant

Regular Board of Supervisors Meeting

Meeting Date: 10/23/2018

Selective Traffic Enforcement Program (STEP)

Submitted By: Sean Gijanto, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS Submitted for Signature: 2

NAME of PRESENTER: Sean Gijanto

TITLE of PRESENTER: Lieutenant

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 contract 2019-PTS-011 between Cochise County and the Governor's Office of Highway Safety in the amount of \$10,000 for overtime and employee related expense funds for Selective Traffic Enforcement Program (STEP) effective October 1, 2018 to September 30, 2019.

Background:

The Governor's Office of Highway Safety has provided funds over many years to assist with traffic related enforcement and alcohol related issues. These include targeted areas for DUI enforcement, aggressive driver enforcement, educational and prevention activities and community events designed to educate on impaired and distracted driving. These are recurring funds. This contract has been approved as to form by the County Attorney's Office.

Department's Next Steps (if approved):

Continue to conduct educational and enforcement activities related to impaired/distracted driving, aggressive driving, sales of alcohol to minors and educational and community activities.

Impact of NOT Approving/Alternatives:

Overtime funding will not be available due to lack of general fund overtime to conduct these details.

To BOS Staff: Document Disposition/Follow-Up:

Please return both signed originals so they can be sent to the Governor's Office of Highway Safety for final approval by the director.

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

GOHS 2019-PTS-011 STEP Grant



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Sheriff Mark Dannels
Cochise County Sheriff's Office
205 North Judd Drive
Bisbee, AZ 85603

PROJECT REFERENCE:

Contract Number: 2019-PTS-011
Total Estimated Costs: \$10,000.00
Purpose of Project: STEP Overtime

Dear Sheriff Dannels:

Attached is one copy of the referenced Highway Safety Contract for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been **significant changes** throughout the contract;
2. GOHS requires one single-sided copy with an original signature. If your agency requires additional copies with an original signature, print additional copies.
3. Have your fiscal staff complete the Reimbursement Instructions (page 22);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Peggy Judd, County Supervisor, County of Cochise, as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007. If your agency requires additional copies with an original signature, return them as well.

Please **do not** incur any costs at this time as it would nullify the contract. Once the signed copy is received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

9-24-18
Date

Enclosures
AG

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

| | | |
|---|---|------------------------------------|
| FAIN: 69A37518300004020AZ0 | | Assistance Listings: 20.600 |
| 1. APPLICANT AGENCY Cochise County Sheriff's Office | GOHS CONTRACT NUMBER: 2019-PTS-011 | |
| ADDRESS 205 North Judd Drive, Bisbee, AZ 85603 | PROGRAM AREA: 402-PTS | |
| 2. GOVERNMENTAL UNIT Cochise County Board of Supervisors | AGENCY CONTACT: Sean Gijanto | |
| ADDRESS 1415 Melody Lane, Bisbee, AZ 85603 | 3. PROJECT TITLE: STEP Enforcement | |
| 4. GUIDELINES: 402-Police Traffic Services (PTS) | | |
| 5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout Cochise County. | | |
| 6. BUDGET | Project Period | |
| COST CATEGORY | FFY 2019 | |
| I. Personnel Services | \$7,143.00 | |
| II. Employee Related Expenses (40.00%) | \$2,857.00 | |
| III. Professional and Outside Services | \$0.00 | |
| IV. Travel In-State | \$0.00 | |
| V. Travel Out-of-State | \$0.00 | |
| VI. Materials and Supplies | \$0.00 | |
| VII. Capital Outlay | \$0.00 | |
| TOTAL ESTIMATED COSTS | \$10,000.00 | |
| PROJECT PERIOD | FROM: Effective Date <i>(Date of GOHS Director Signature)</i> | TO: 09-30-2019 |
| CURRENT GRANT PERIOD | FROM: 10-01-2018 | TO: 09-30-2019 |
| TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$10,000.00 | | |
| <p>A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.</p> | | |

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:****Number of sworn officers:** 86**Total Population in Cochise County:** 128,343**Total Road Mileage:** Highway 592 Local 4,462 Total 5,054**Crash Data:**

| | 2016 | 2015 | 2014 |
|--|------|------|------|
| Total Crashes | 627 | 609 | 534 |
| Total Injury Crashes | 168 | 153 | 134 |
| Total Fatal Crashes | 14 | 11 | 9 |
| Total Alcohol-related Crashes | 27 | 27 | 23 |
| Total Alcohol-related Serious Injuries | 20 | 18 | 18 |
| Total Alcohol-related Fatalities | 3 | 6 | 5 |
| Total Speed-related Crashes | 113 | 110 | 96 |
| Total Speed-related Serious Injuries | 32 | 29 | 25 |
| Total Speed-related Fatalities | 3 | 6 | 5 |

Agency Problem/Attempts to Solve Problem:

The total number of accidents in Cochise County have been on the rise; 534, 609 & 627 from 2014 to 2016. The increased use of cell phones and other mobile devices appears to be a contributing factor. The Sheriff's office has vast areas to patrol in an attempt to enforce traffic laws and provide specific targeted education to outlying communities about the dangers of aggressive driving. The Sheriff's Office cannot provide 24/7 coverage for most of the county, therefore additional resources are needed to support traffic enforcement activity. The STEP grant provides the Cochise County Sheriff's Office the needed resources to combat this rising accident trend.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout Cochise County.

How Agency Will Solve Problem With Funding:

The Cochise County Sheriff's Office will utilize the GOHS grant to provide targeted enforcement of speeding motorist and aggressive driving. They will target roadways with a history of speed, volume, aggressive driving and citizen complaints. Without the assistance of GOHS grant funding, the Cochise County Sheriff's Office has extremely limited funds to combat these issues. The funding will give the Sheriff's Office more tools to reduce these accidents, serious injuries and fatalities.

PROJECT MEASURES:**Agency Goals:**

To decrease the number of speeding-related crashes 10% from 113 during calendar year 2016 to 102 by December 31, 2019.

To decrease fatalities in speeding-related crashes 33% from 3 in calendar year 2016 to 2 by December 31, 2019.

To decrease serious injuries in speeding-related crashes 10% from 32 in calendar year 2016 to 29 by December 31, 2019.

Contract Objectives:

To increase the number of speeding and aggressive driving citations 10% from 2,074 during Calendar Year 2017 to 2,281 during FFY 2019.

Conduct targeted speed enforcement efforts a minimum of 1.5 times per month (18 per year) during FFY 2019.

Additional Contract Objectives:

1. Develop a Public Service Announcement for the holiday season that addresses Aggressive & Impaired Driving. Post this information on the Cochise County departments and county's web and Facebook pages.
2. Develop a Public Service Announcement that warns of speeding in school zones and bus pick up areas for the beginning of the 2018/2019 school year. Deploy units to high traffic area school bus stop locations.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout Cochise County.

Expenditures of funding pertaining to the PTS/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the PTS/Selective Traffic Enforcement Program goals provided by the Arizona Governor's Office of Highway Safety. The PTS/Selective Traffic Enforcement Program goal is to reduce the incidences of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running, and other forms of risky driving behavior through enforcement, education, and public awareness throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Speeding in terms of money, criminal, and human consequences.

The Cochise County Sheriff's Office will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Cochise County Sheriff's Office to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Cochise County Sheriff's Office will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for STEP/Speed Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Cochise County Sheriff's Office documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

| Reporting Period | Due Date |
|---|-------------------------|
| 1st Quarterly Report and RCI (October 1 to December 31, 2018) | January 30, 2019 |
| 2nd Quarterly Report and RCI (January 1 to March 31, 2019) | April 20, 2019 |
| 3rd Quarterly Report and RCI (April 1 to June 30, 2019) | July 20, 2019 |
| 4th Quarterly Report and RCI (July 1 to September 30, 2019) | October 15, 2019 |
| Final Statement of Accomplishments | October 15, 2019 |

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Mark Dannels, Sheriff, Cochise County Sheriff's Office, shall serve as Project Director.

Sean Gijanto, Lieutenant, Cochise County Sheriff's Office, shall serve as Project Administrator.

Chris Held, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

| Monitoring Schedule | |
|---|--|
| Total Awarded Amount: | Type of Monitoring: |
| Under \$50,000 | Desk Review/Phone Conference |
| \$50,000 and over | May have an In-House GOHS Review |
| \$100,000+ | May have an On-Site Review |
| Capital Outlay Greater than \$25,000 (combined) | May have an On-Site Review |
| Desk Review and Phone Conference | Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee. |
| In-House Review | Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly |

| | |
|--------------------|---|
| | Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee. |
| On-Site Monitoring | Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee. |

On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

| | | |
|------|--|---------------------|
| I. | Personnel Services (overtime) | \$7,143.00 |
| II. | Employee Related Expenses (ERE – 40.00%) | \$2,857.00 |
| III. | Professional and Outside Services | \$0.00 |
| IV. | Travel In-State | \$0.00 |
| V. | Travel Out-of-State | \$0.00 |
| VI. | Materials and Supplies | \$0.00 |
| VII. | Capital Outlay | \$0.00 |
| | TOTAL ESTIMATED COSTS | *\$10,000.00 |

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Cochise County Sheriff's Office shall absorb any and all expenditures in excess of \$10,000.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

| DESCRIPTION | CONTRACT ACTIVITY | AGENCY ACTIVITY |
|---|----------------------|--------------------|
| Total Contacts (Traffic Stops) | | |
| Total Sober Designated Drivers Contacted | | |
| Total Know Your Limit Contacts | | |
| TOTAL DUI ARRESTS | | |
| Total DUI Aggravated | | |
| Total DUI Misdemeanor | | |
| Total DUI Extreme (.15 or Above) | | |
| Under 21 DUI Arrests | | |
| Average BAC | | |
| Minor Consumption / Possession Citations | | |
| Total DUI Drug Arrests | | |
| 30-Day Vehicle Impounds | | |
| Seat Belt Citations | | |
| Child Restraint Citations | | |
| Criminal Speed Citations | | |
| Reckless Driving Citations | | |
| Civil Speed Citations | | |
| Other Citations (Except Speed) | | |
| Other Arrests | | |
| Participating Officer/Deputies (Cumulative) | | |

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used* in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. DUNS Number:

(DUNS #)

(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

*Signature of Authorized Official of
Governmental Unit:*

Mark Dannels, Sheriff
Cochise County Sheriff's Office

Peggy Judd, County Supervisor
Cochise County Board of Supervisors

Date Telephone

Date Telephone

Regular Board of Supervisors Meeting

Meeting Date: 10/23/2018

DUI Enforcement Overtime

Submitted By: Sean Gijanto, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS Submitted for Signature: 2

NAME of PRESENTER: Sean Gijanto

TITLE of PRESENTER: Lieutenant

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 contract 2019-AL-012 between Cochise County and the Governor's Office of Highway Safety for \$23,000 in overtime funds and the purchase of 6 Preliminary Breath Tests (PBT) for the Driving Under the Influence (DUI) Enforcement Program effective October 1, 2018 to September 30, 2019.

Background:

These are recurring funds that are awarded by the Governor's Office of Highway Safety to allow law enforcement officers to participate in enforcement of impaired/distracted driving laws as well as community and educational events throughout the year. This contract has been approved as to form by the County Attorney's Office.

Department's Next Steps (if approved):

Continue to conduct enforcement and educational and community activities to combat impaired and distracted driving throughout the community.

Impact of NOT Approving/Alternatives:

Funding to conduct these types of enforcement and educational activities will not be available.

To BOS Staff: Document Disposition/Follow-Up:

Please return both signed originals so they can be sent to the Governor's Office of Highway Safety for final approval by the director.

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

GOHS 2019-AL012 Grant



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Sheriff Mark Dannels
Cochise County Sheriff's Office
205 North Judd Drive
Bisbee, AZ 85603

PROJECT REFERENCE:

Contract Number: 2019-AL-012
Total Estimated Costs: \$23,000.00
Purpose of Project: DUI Overtime and Materials & Supplies

Dear Sheriff Dannels:

Attached is one copy of the referenced Highway Safety Contract for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been **significant changes** throughout the contract;
2. GOHS requires one single-sided copy with an original signature. If your agency requires additional copies with an original signature, print additional copies.
3. Have your fiscal staff complete the Reimbursement Instructions (page 22);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Peggy Judd, County Supervisor, County of Cochise, as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007. If your agency requires additional copies with an original signature, return them as well.

Please **do not** incur any costs at this time as it would nullify the contract. Once the signed copy is received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

9-24-18
Date

Enclosures
AG

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A37518300004020AZ0

Assistance Listings: 20.600

| | |
|---|--|
| 1. APPLICANT AGENCY Cochise County Sheriff's Office | GOHS CONTRACT NUMBER: 2019-AL-012 |
|---|--|

| | |
|--|---------------------------------------|
| ADDRESS 205 North Judd Drive, Bisbee, AZ 85603 | PROGRAM AREA: 402-AL |
|--|---------------------------------------|

| | |
|--|--|
| 2. GOVERNMENTAL UNIT Cochise County Board of Supervisors | AGENCY CONTACT: Sean Gijanto |
|--|--|

| | |
|--|---|
| ADDRESS 1415 Melody Lane, Bisbee, AZ 85603 | 3. PROJECT TITLE: DUI/Impaired Driving Enforcement, and Related Materials and Supplies |
|--|---|

| |
|---|
| 4. GUIDELINES: 402-Alcohol (AL) |
|---|

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Six (6) PBTs to enhance DUI/Impaired Driving Enforcement throughout Cochise County.

| 6. BUDGET COST CATEGORY | Project Period FFY 2019 |
|---|------------------------------------|
| I. Personnel Services | \$14,286.00 |
| II. Employee Related Expenses (40.00%) | \$5,714.00 |
| III. Professional and Outside Services | \$0.00 |
| IV. Travel In-State | \$0.00 |
| V. Travel Out-of-State | \$0.00 |
| VI. Materials and Supplies | \$3,000.00 |
| VII. Capital Outlay | \$0.00 |
| TOTAL ESTIMATED COSTS | \$23,000.00 |

| | | |
|-----------------------|--|-----------------------|
| PROJECT PERIOD | FROM: Effective Date (Date of GOHS Director Signature) | TO: 09-30-2019 |
|-----------------------|--|-----------------------|

| | | |
|-----------------------------|-------------------------|-----------------------|
| CURRENT GRANT PERIOD | FROM: 10-01-2018 | TO: 09-30-2019 |
|-----------------------------|-------------------------|-----------------------|

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$23,000.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 86

Total Population in Cochise County: 128,343

Total Road Mileage: Highway 592 Local 4,462 Total 5,054

Crash Data:

| | 2016 | 2015 | 2014 |
|--|------|------|------|
| Total Crashes | 627 | 609 | 534 |
| Total Injury Crashes | 168 | 153 | 134 |
| Total Fatal Crashes | 14 | 11 | 9 |
| Total Alcohol-related Crashes | 27 | 27 | 23 |
| Total Alcohol-related Serious Injuries | 20 | 18 | 18 |
| Total Alcohol-related Fatalities | 3 | 6 | 5 |
| Total Speed-related Crashes | 113 | 110 | 96 |
| Total Speed-related Serious Injuries | 32 | 29 | 25 |
| Total Speed-related Fatalities | 3 | 6 | 5 |

Agency Problem/Attempts to Solve Problem:

The number of fatal accidents in Cochise County in 2016 increased 27% from 2015, from 11 to 14. This continues a trend from the previous year, which showed a 22% increase from 2014 to 2015, 9 to 11 fatalities. A possible explanation of the increase of total fatalities could be the rise of distracted driving, due to an increase in cell phone and mobile device usage. Yet, the percentage of alcohol related fatalities dropped from 55% in 2015 to 21% in 2016. Cochise County Sheriff's Office conducted about 3,000 more traffic stops in 2017 than 2016; therefore, they are anticipating a further decline in alcohol related deaths.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Six (6) PBTs to enhance DUI/Impaired Driving Enforcement throughout Cochise County.

How Agency Will Solve Problem With Funding:

The Cochise County Sheriff's Office will utilize the GOHS grant to provide targeted funding for enforcement of impaired driver related criminal violations and provide specific public education programs.

The Cochise County Sheriff's Office will participate in 16 mandatory DUI details, conduct 2 CUBS details and provide education about the dangers of impaired and distracted driving at a minimum of 2 school or community events.

PROJECT MEASURES:**Agency Goals:**

To decrease the number of impaired driving-related crashes 11% from 27 during calendar year 2016 to 24 by December 31, 2019.

To decrease fatalities in impaired driving-related crashes 33% from 3 in calendar year 2016 to 2 by December 31, 2019.

To decrease serious injuries in impaired driving-related crashes 10% from 20 in calendar year 2016 to 18 by December 31, 2019.

Contract Objectives:

To participate in a minimum of 4 DUI saturation patrols per quarter during FFY 2019.

To participate in a minimum of 4 DUI task force operations per quarter during FFY 2019.

Additional Contract Objectives:

1. Participate in two covert underage buyer (CUB) details to check compliance with youth alcohol laws.
2. Conduct a minimum of 2 educational events in schools and communities to re-enforce the dangers of impaired and distracted driving.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Six (6) PBTs to enhance DUI/Impaired Driving Enforcement throughout Cochise County.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Impaired Driving Program goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program goal is to reduce the incidences of alcohol and drug related driving fatalities and injuries through enforcement, education, and public awareness throughout the State of Arizona. Law enforcement personnel participating in Impaired Driving Enforcement/DUI activities including, DUI Task Force details under this program, shall be HGN/SFST certified.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of DUI/Impaired Driving in terms of money, criminal, and human consequences.

The Cochise County Sheriff's Office will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Cochise County Sheriff's Office to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Cochise County Sheriff's Office will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for DUI/Impaired Driving Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

Materials and Supplies - To purchase/procure the following Materials and Supplies for DUI/Impaired Driving Enforcement Activities: Six (6) PBTs

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

SPECIFIC REQUIREMENTS:**BREATH TESTING DEVICES –****Requirements for Portable Breath Test Devices (PBTs):**

The Cochise County Sheriff's Office will be responsible for providing all personnel the appropriate training for using the Portable Breath Test Devices (PBTs) purchased under this Contract.

PBTs will be calibrated per the specifications outlined by the respective manufacturer. Written documentation will be maintained by the Agency and will be available upon request for review by GOHS.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Cochise County Sheriff's Office documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

| Reporting Period | Due Date |
|---|-------------------------|
| 1st Quarterly Report and RCI (October 1 to December 31, 2018) | January 30, 2019 |
| 2nd Quarterly Report and RCI (January 1 to March 31, 2019) | April 20, 2019 |
| 3rd Quarterly Report and RCI (April 1 to June 30, 2019) | July 20, 2019 |
| 4th Quarterly Report and RCI (July 1 to September 30, 2019) | October 15, 2019 |
| Final Statement of Accomplishments | October 15, 2019 |

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Mark Dannels, Sheriff, Cochise County Sheriff's Office, shall serve as Project Director.

Sean Gijanto, Lieutenant, Cochise County Sheriff's Office, shall serve as Project Administrator.

Chris Held, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the

required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

| Monitoring Schedule | |
|---|----------------------------------|
| Total Awarded Amount: | Type of Monitoring: |
| Under \$50,000 | Desk Review/Phone Conference |
| \$50,000 and over | May have an In-House GOHS Review |
| \$100,000+ | May have an On-Site Review |
| Capital Outlay Greater than \$25,000 (combined) | May have an On-Site Review |

| | |
|----------------------------------|--|
| Desk Review and Phone Conference | Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee. |
| In-House Review | Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee. |
| On-Site Monitoring | Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee. |

On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

| | | |
|------|---|---------------------|
| I. | Personnel Services (overtime) | \$14,286.00 |
| II. | Employee Related Expenses (ERE – 40.00%) | \$5,714.00 |
| III. | Professional and Outside Services | \$0.00 |
| IV. | Travel In-State | \$0.00 |
| V. | Travel Out-of-State | \$0.00 |
| VI. | Materials and Supplies Six (6) PBTs | \$3,000.00 |
| VII. | Capital Outlay | \$0.00 |
| | TOTAL ESTIMATED COSTS | *\$23,000.00 |

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Cochise County Sheriff's Office shall absorb any and all expenditures in excess of \$23,000.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

| DESCRIPTION | CONTRACT ACTIVITY | AGENCY ACTIVITY |
|---|------------------------------|----------------------------|
| Total Contacts (Traffic Stops) | | |
| Total Sober Designated Drivers Contacted | | |
| Total Know Your Limit Contacts | | |
| TOTAL DUI ARRESTS | | |
| Total DUI Aggravated | | |
| Total DUI Misdemeanor | | |
| Total DUI Extreme (.15 or Above) | | |
| Under 21 DUI Arrests | | |
| Average BAC | | |
| Minor Consumption / Possession Citations | | |
| Total DUI Drug Arrests | | |
| 30-Day Vehicle Impounds | | |
| Seat Belt Citations | | |
| Child Restraint Citations | | |
| Criminal Speed Citations | | |
| Reckless Driving Citations | | |
| Civil Speed Citations | | |
| Other Citations (Except Speed) | | |
| Other Arrests | | |
| Participating Officer/Deputies (Cumulative) | | |

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used* in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. DUNS Number:

(DUNS #)

(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Mark Dannels, Sheriff
Cochise County Sheriff's Office

Date

Telephone

***Signature of Authorized Official of
Governmental Unit:***

Peggy Judd, County Supervisor
Cochise County Board of Supervisors

Date

Telephone

Regular Board of Supervisors Meeting

Meeting Date: 10/23/2018

Declare November 9, 2018 National Adoption Day

Submitted By: Dianna Bradshaw, Court Administration

Department: Court Administration

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

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

NAME of PRESENTER: Eric Silverberg **TITLE of PRESENTER:** Court Administrator

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve Proclamation for Friday, November 9, 2018 to be proclaimed as National Adoption Day in Cochise County.

Background:

This is the 4th Annual local observance of Adoption Day. Several children will be adopted on this day.

Department's Next Steps (if approved):

Send signed proclamation to Court Administration.

Impact of NOT Approving/Alternatives:

N/A

To BOS Staff: Document Disposition/Follow-Up:

N/A

Attachments

2018 Adoption Day Proclamation

PROCLAMATION

National Adoption Day

WHEREAS, Cochise County recognizes the importance of helping children find permanent, safe, and loving families through adoption; and

WHEREAS, more than 400,000 children in the United States foster care system are waiting to be adopted; and

WHEREAS, outreach to adoptive families has been identified as a critical step in moving children more quickly out of foster care and into loving, permanent homes; and

WHEREAS, in recognition of these children and their families, the Cochise County Superior Court celebrates National Adoption Day on November 9, 2018 and the parents who welcome these children into their families;

WHEREAS, this effort, along with similar celebrations across the country, will offer children a chance to live with stable and loving families and encourage other adults to consider making a powerful difference in the life of a child through adoption;

NOW, THEREFORE, we, The Cochise County Board of Supervisors, do hereby declare **November 9, 2018** as National Adoption Day in Cochise County and encourage Mayors/Councils of our cities to do the same.

APPROVED AND ADOPTED *this 23rd day of October, 2018.*

Peggy Judd, Chairman

Patrick G. Call, Vice-Chairman

Ann English, Supervisor

Regular Board of Supervisors Meeting

Meeting Date: 10/23/2018

Demands

Submitted By: Melissa Belasco, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

Auditor-General's requirement for Board of Supervisors to approve.

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

Board of Supervisors will not be in compliance with State law.

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 10/23/2018

Adopt Resolution of Cochise County Board of Supervisors Establishing a Deferred Prosecution Fee Schedule

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:** 1

NAME of PRESENTER: Jason Lindstrom **TITLE of PRESENTER:** Deputy County Attorney

Mandated Function?: Federal or State Mandate **Source of Mandate or Basis for Support?:**

Docket Number (If applicable):

Information

Agenda Item Text:

Adopt Resolution 18-20 of the Cochise County Board of Supervisors Establishing a Deferred Prosecution Fee Schedule.

Background:

The Cochise County Attorney’s Office maintains a deferred prosecution fund that is used for the administration of the Deferred Prosecution Program pursuant to ARS 11-363. The County may adopt a fee schedule for products and services the Cochise County Attorney’s Office provides to the public as part of the Deferred Prosecution Program. The County Attorney’s Office requests the Board of Supervisors adopt a fee schedule as permitted by statute. Published notice of the proposed fee schedule and the public hearing was provided to the public pursuant to ARS 11-251.08.

Department's Next Steps (if approved):

The Department will implement the new fee schedule.

Impact of NOT Approving/Alternatives:

The County Attorney’s Office will not be able to fund the Deferred Prosecution Program as provided by statute.

To BOS Staff: Document Disposition/Follow-Up:

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

Budget Information

Information about available funds

Budgeted:
Unbudgeted:

Funds Available:
Funds NOT Available:

Amount Available:
Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Resolution Establishing a Deferred Prosecution Fee Schedule

RESOLUTION 18-___

**A RESOLUTION OF THE COCHISE COUNTY BOARD OF SUPERVISORS
ESTABLISHING A DEFERRED PROSECUTION FEE SCHEDULE**

WHEREAS, the Cochise County Attorney maintains a Deferred Prosecution Program pursuant to A.R.S. § 11-361 et. seq.; and

WHEREAS, pursuant to A.R.S. § 11-363, the County maintains a Deferred Prosecution Fund that consists of County general fund monies, federal monies, and grants, gifts, devises, or donations from any public or private source that is used at the discretion of the County Attorney for the administration of the Deferred Prosecution Program; and

WHEREAS, pursuant to A.R.S. § 11-251.08, the County may adopt fee schedules for products and services it provides to the public as part of the Deferred Prosecution Program. Any such fee or charge must be attributable and defray or cover the expense of the products or services provided. The fee or charge shall not exceed the actual cost of the product or service; and

WHEREAS, the Board of Supervisors wishes to adopt a schedule of fees pursuant to A.R.S. § 11-251.08, to be deposited into the Deferred Prosecution Fund to offset the costs of the Cochise County Attorney's deferred prosecution program; and

WHEREAS, public notice with at least 15 days' published notice was provided before the public hearing to adopt a schedule of fees pursuant to A.R.S. § 11-251.08.

NOW, THEREFOR, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF COCHISE COUNTY, ARIZONA THAT:

- A.** The schedule of deferred prosecution fees attached hereto as "Exhibit A" is authorized and approved pursuant to A.R.S. § 11-251.08.

RESOLUTION 18-

A Resolution of the Cochise County Board of Supervisors Establishing a Deferred Prosecution Fee Schedule

Page | 2

PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF COCHISE COUNTY, ARIZONA THIS _____ DAY OF _____, 2018.

Peggy Judd, Chairman

ATTEST:

APPROVED AS TO FORM:

Arlethe G. Rios, Clerk of the Board

Elda E. Orduño, Deputy County Attorney

EXHIBIT A

COCHISE COUNTY ATTORNEY'S OFFICE ADULT DIVERSION PROGRAM FEES SCHEDULE

Felony Cases:

Program Fee of \$70 per month

Misdemeanor Cases:

Traditional six-month program, \$70 per month

Conditional plea program, one-time program fee of \$500

**Public Hearings 8.
Community Development**

Regular Board of Supervisors Meeting

Meeting Date: 10/23/2018
Adopt Resolution 18-___, Establishing Robbs Road as a Declared County Highway
Submitted By: Teresa Murphy, Community Development
Department: Community Development **Division:** Right of Way
Presentation: PowerPoint **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 28-6701 thru 6703

Information

Agenda Item Text:

Adopt Resolution 18-21 establishing Robbs Road as a Declared County Highway.

Background:

Cochise County has received an opportunity to improve Robbs Road to a paved surface through the awarding of the Arizona Commerce Authority-Economic Strengths Grant. The awarding of \$475,000 will go towards construction, materials and labor to pave approximately 3 miles of Robbs Road. Cochise County has been able to maintain Robbs Road due to its historical status. However, to improve the road to a paved surface, the road must be declared a County Highway. In accordance with statute, staff has given notice of this public hearing for two weeks in the designated newspaper.

Department's Next Steps (if approved):

If the recommendation is approved, no further board action is required.

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

Please forward copy of recorded Resolution to Teresa Murphy @ Hwy Dept

Attachments

[Resolution](#)

[Executive Summary](#)

[Executive Summary Map](#)

[Location Map](#)

[Robbs Road PowerPoint](#)

RESOLUTION 18-___

ESTABLISHING ROBBS ROAD AS A DECLARED COUNTY HIGHWAY

WHEREAS, pursuant to ARS § 28-6701, there has been presented to the Board of Supervisors of Cochise County, Arizona, a recommendation by the County Engineer, praying for the establishment of a County Highway to be known as Robbs Road:

Robbs Road beginning at Kansas Settlement Road thence east to Wayward Winds Road approximately 3 miles, at a width of 100 feet, traversing Sections 13 and 24, in Township 15 South, Range 25 and Sections 17, 18, 19 & 20 in Township 15 South, Range 26 East of the Gila and Salt River Meridian, Cochise County, Arizona.

WHEREAS, the Board of Supervisors on the 23rd day of October 2018, at the hour of 10:00 a.m., held a public hearing on said petition, and notice having been given by publication thereof once a week for two (2) weeks in the San Pedro Valley News-Sun, the designated official newspaper for Cochise County notices, and said notice having directed all persons wishing to object to the action prayed for in the petition to file with Clerk of the Board of Supervisors, a statement in writing setting forth any objections or opposition and to show cause why said petition should not be granted; and,

WHEREAS, at said hearing the Board of Supervisors considered the feasibility, advantages and necessity of the highway and determined that the establishment of said road as requested in said recommendation is a public necessity, and that no landowner would be adversely affected thereby; and,

WHEREAS, it having been determined that it is in the best interest of the County and the public at large to acquire said public rights-of-way; and

WHEREAS, the parcels to be affected by these rights-of-way acquisition are identified in Exhibit "A".

NOW THEREFORE, IT IS RESOLVED that the establishment of the County Highway as above described is hereby approved.

IT IS FURTHER RESOLVED that the Clerk of the Board of Supervisors is authorized and directed to file in the office of the County Recorder of Cochise County, Arizona, a certified copy of this resolution and order, together with a map of said highway.

IT IS FURTHER RESOLVED that the County Engineer, or her designee, is authorized to negotiate on behalf of the County to acquire said public rights-of-way, and settle resulting damages through donation, purchase, or condemnation action as necessary.

IT IS FURTHER RESOLVED that should condemnation action become necessary to acquire all, or any portion of, said rights-of way, the Cochise County Attorney's Office is authorized to proceed with said action.

IT IS FURTHER RESOLVED that the Chairman of the Board of Supervisors, or the Vice-Chairman, is authorized to accept conveyance documents for said rights-of-way.

IT IS FINALLY RESOLVED that the road segment described herein shall be added to the Cochise County Maintained Road Systems Maps as specified herein

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 Hanson
Chief Civil Deputy County Attorney

EXHIBIT "A"

Assessor Parcel Number

204-24-025A

204-24-025G

204-24-025H

204-24-026A

305-32-016

305-32-018

305-32-019C

305-32-019E

305-32-019K

305-32-020

305-32-050A

305-32-057A

305-32-057C

305-32-068D

305-32-068E

305-32-068G

305-34-002

305-34-003



COCHISE COUNTY COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

DATE: October 11, 2018

TO: Board of Supervisors

THRU: Jackie Watkins, County Engineer

FROM: Teresa Murphy, Right-of-Way Agent

SUBJECT: Establishing Robbs Road as a Declared County Highway

Recommendation: The County Engineer recommends the acceptance of the accompanying Resolution for the Establishment of Robbs Road as a Declared County Highway.

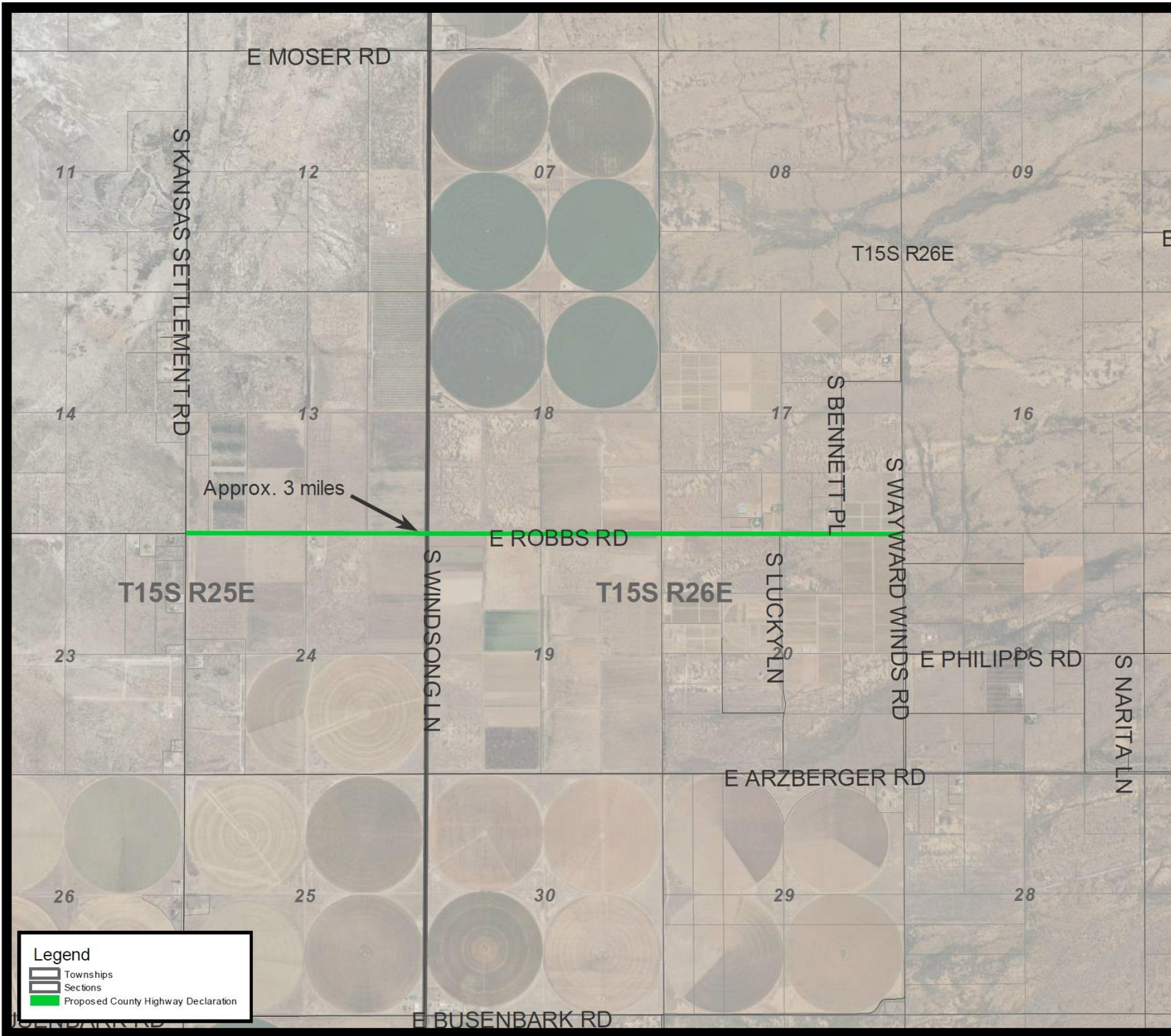
Background (Brief): Cochise County has received an opportunity to improve Robbs Road to a paved surface through the awarding of the Arizona Commerce Authority-Economic Strengths Grant. The awarding of \$475,000 will go towards construction, materials and labor to pave approximately 3 miles of Robbs Road. Cochise County has been able to maintain Robbs Road due to its historical status. However, to improve the road to a paved surface, the road must be declared a County Highway.

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

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

Next Steps/Action Items/Follow-up: If the recommendation is approved, no further board action is required.

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

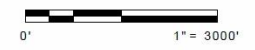


Executive Summary Map

Proposed Establishment of Robbs Road as a County Highway

Sections 13 & 24
Township 15 South
Range 25 East
&
Sections 17, 18, 19
& 20
Township 15 South
Range 26 East

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



Legend

- Townships
- Sections
- Proposed County Highway Declaration

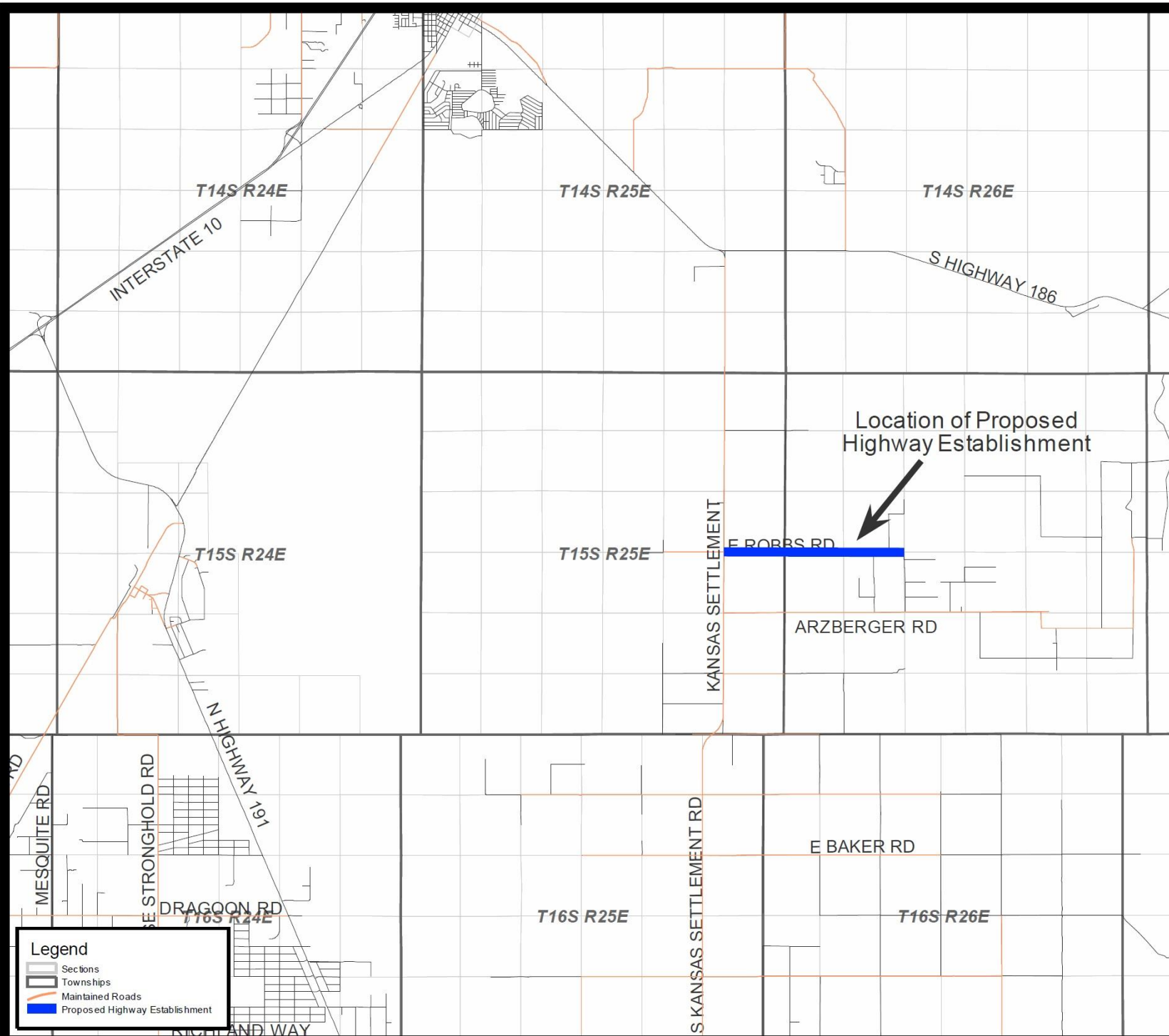


Location Map

Proposed
Establishment of
Robbs Road as a
County Highway

Sections 13 & 24
Township 15 South
Range 25 East
&
Sections 17, 18, 19
& 20
Township 15 South
Range 26 East

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



Legend

- Sections
- Townships
- Maintained Roads
- Proposed Highway Establishment

COCHISE COUNTY

Establishing Robbs Road as a Declared County Highway

October 23rd, 2018



Public Programs...Personal Service

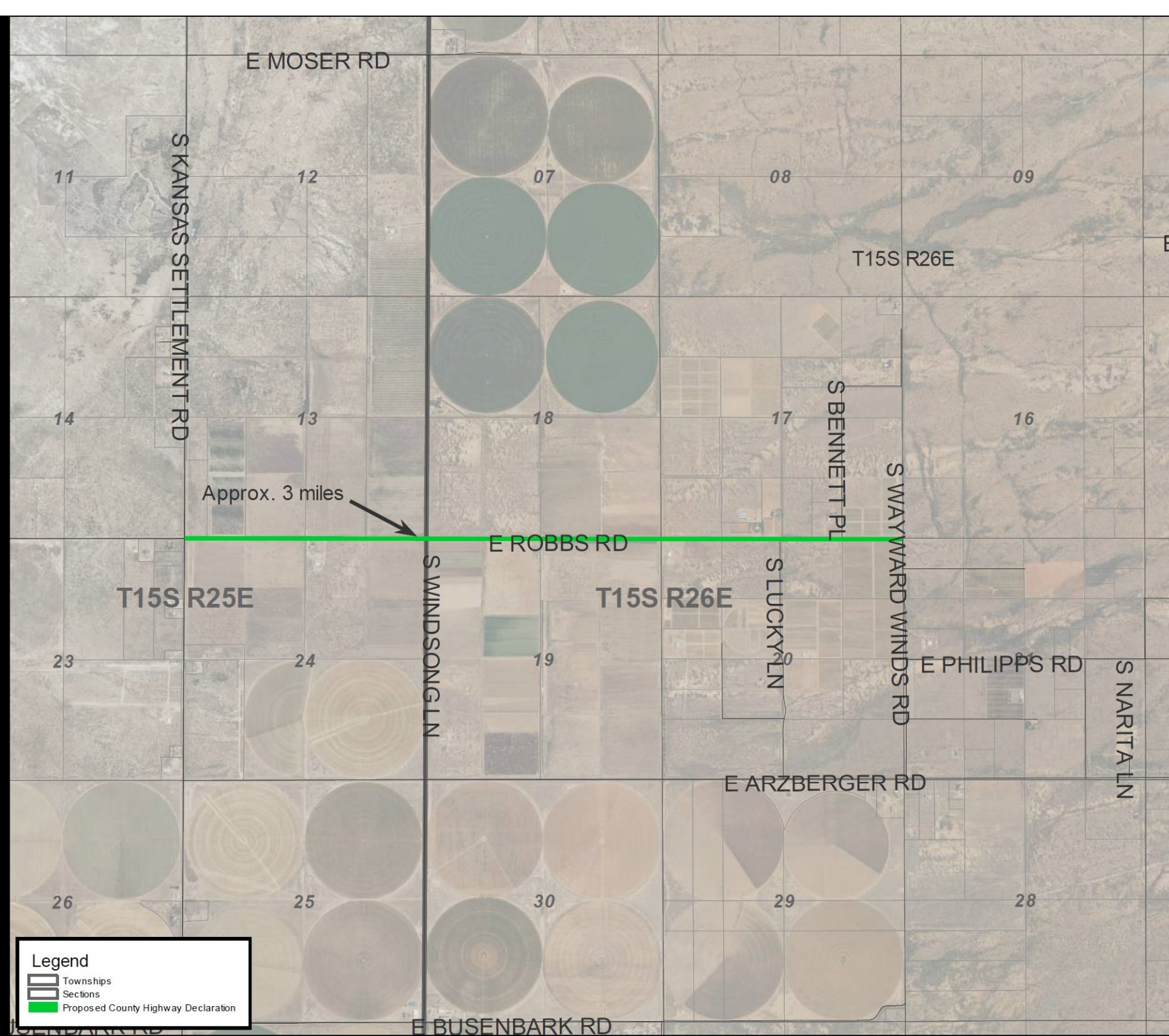


Executive Summary Map

Proposed
Establishment of
Robbs Road as a
County Highway

Sections 13 & 24
Township 15 South
Range 25 East
&
Sections 17, 18, 19 &
20
Township 15 South
Range 26 East

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



Legend

- Townships
- Sections
- Proposed County Highway Declaration



Robbs Road at Kansas Settlement Intersection facing east

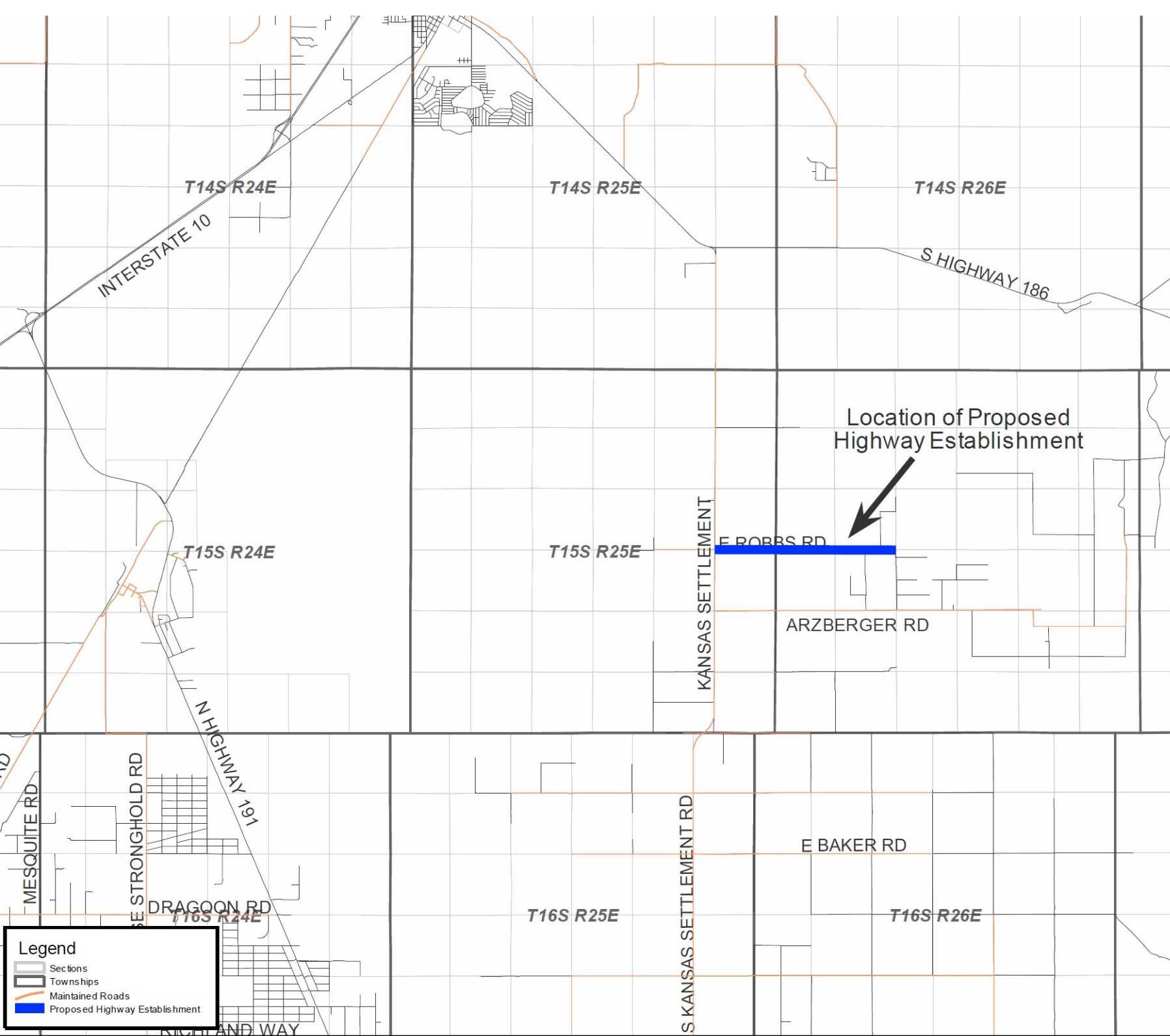


Location Map

Proposed Establishment of Robbs Road as a County Highway

Sections 13 & 24
Township 15 South
Range 25 East
&
Sections 17, 18, 19
& 20
Township 15 South
Range 26 East

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



Location of Proposed Highway Establishment



Legend

- Sections
- Townships
- Maintained Roads
- Proposed Highway Establishment

Regular Board of Supervisors Meeting

Meeting Date: 10/23/2018
 Z-18-08 (Thiels)

Submitted By: Peter Gardner, Community Development

Department: Community Development **Division:** Development Services

Presentation: PowerPoint **Recommendation:** Approve

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

NAME of PRESENTER: Peter Gardner **TITLE of PRESENTER:** Planner II

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

Docket Number (If applicable):

Information

Agenda Item Text:

Adopt Zoning Ordinance 18-09, approving Docket Z-18-08, amending certain zoning district boundaries from R-36 (Residential; one dwelling per 36,000 square feet) to RU-4 (Rural; one dwelling per four acres), pursuant to the application of Daniel Thiels.

Background:

The Applicant is requesting a rezoning from R-36 (Residential; one dwelling per 36,000 square feet) to RU-4 (Rural; one dwelling per four acres). The request is to facilitate a home built under the Cochise County Owner Opt-Out Amendment. The subject parcel is 10.02 acres in size.

The subject parcel, APN 401-17-306, is located on the west side of S. Kit Carson Road north of Sunizona. It is further described as being situated in Section 01 of Township 18 South, Range 26 East of the G&SRB&M, in Cochise County, Arizona. The Applicant is Daniel T. Thiels.

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 parcel will remain R-36 and the owner will be unable to utilize the Cochise County Owner Builder Opt-Out Amendment.

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](#)
- [Attachments](#)
- [Draft 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
FROM: Peter Gardner, Planner II
FOR: Daniel Coxworth, AICP, Development Services Director
THROUGH: Edward Gilligan, County Administrator
SUBJECT: Docket Z-18-08 (Thiels)
DATE: October 1, 2018 for the October 10, 2018 Meeting

APPLICATION FOR A REZONING

The Applicant is requesting a rezoning from R-36 (Residential; one dwelling per 36,000 square feet) to RU-4 (Rural; one dwelling per 4 acres). The subject parcel is ten acres in size. The request is to facilitate the use of the Owner-Builder Opt-Out Amendment.

The subject parcel, APN 401-17-306, is located on S. Kit Carson Road between E. Highway 181 and E. Turkey Trot Road, east of Sunizona. The Applicant is Daniel Thiels.

I. PLANNING & ZONING RECOMMENDATION

On Wednesday, October 10, 2018, the Planning and Zoning Commission voted 7-0 to forward this Docket to the Board of Supervisors with a recommendation of approval.

II. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING LAND USES

Parcel Size: 10.02 acres
 Current Zoning: R-36 (Residential; one dwelling per 36,000 square feet)
 Proposed Zoning: RU-4 (Rural; one dwelling per 4 acres)
 Growth Area: D – Rural Area
 Plan Designation: Rural
 Area Plan: None
 Existing Uses: None
 Proposed Uses: Single Family Residential

Zoning/Use of Surrounding Properties

| Relation to Subject Parcel | Zoning District | Use of Property |
|----------------------------|--------------------------|-----------------------------|
| North | R-36 | Vacant |
| South | R-36 | Scattered Rural Residential |
| East | Non-Maintained Road/RU-4 | S. Kit Carson Road/Vacant |
| West | R-36 | Vacant |

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

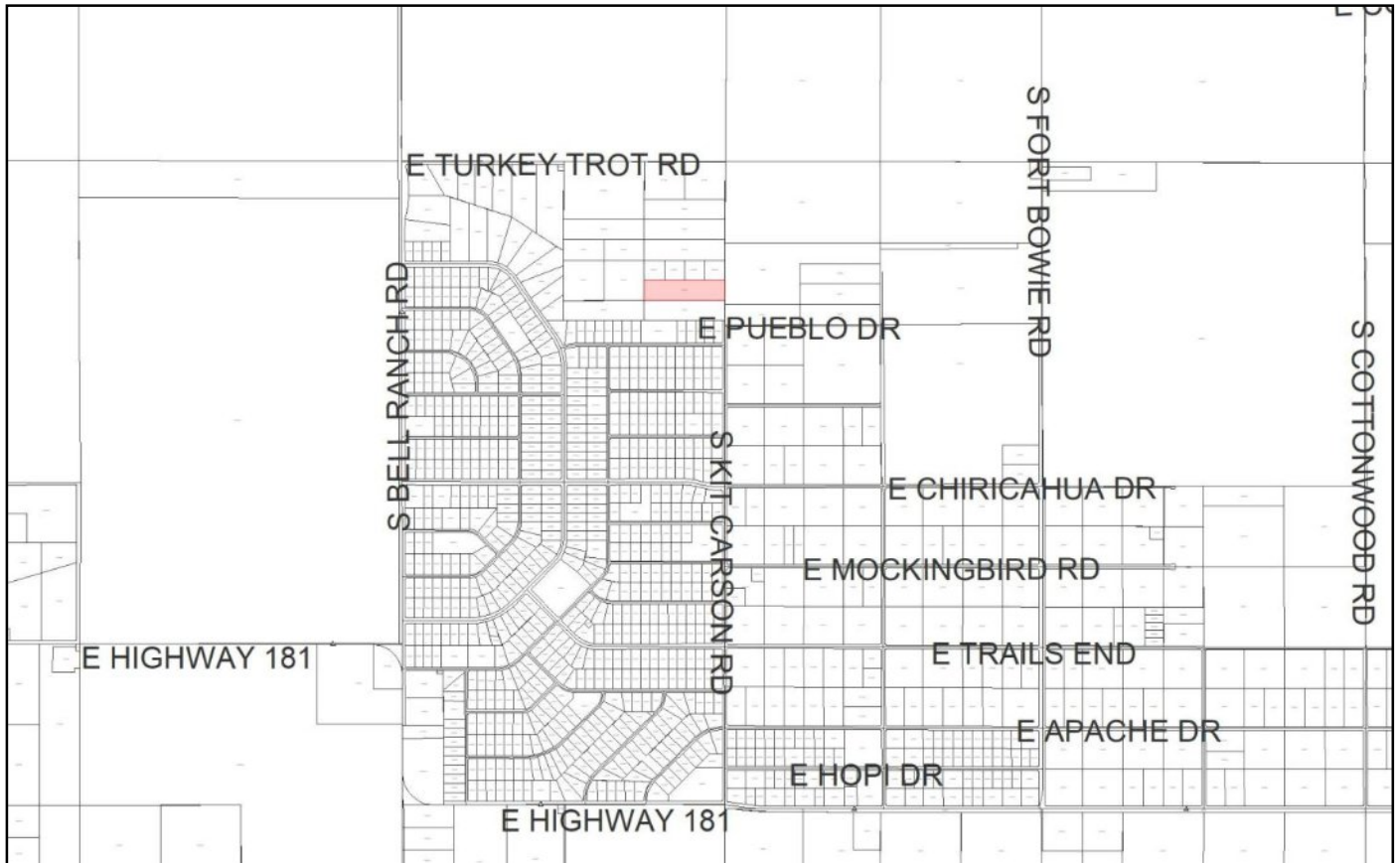
III. PARCEL HISTORY

None

IV. NATURE OF REQUEST

The Applicant is requesting to amend the zoning of his ten-acre parcel from R-36 to RU-4. This will permit the use of the Owner-Builder Opt Out Amendment to the Cochise County Building Code.

The area is largely vacant and agricultural land. There are scattered rural residential uses to the south, with most homes on parcels larger than the required 36,000 square feet. North of E. Turkey Trot Road are scores of agricultural pivots, many owned by Riverview LLP, who plans to construct an additional dairy replacing several of them. A downzone to Rural zoning fits with the actual land uses in the area.



Location Map



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 "D" Rural Area and is considered a "Rural" area per the Comprehensive Plan. RU-4 zoning is permitted in the Category "D," "Rural" areas and is the default zoning for the majority of the County, therefore this request to rezone to RU-4 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. Nine of the criteria are applicable to this request, and all of the nine applicable factors are met.

1. Provides an Adequate Land Use/Concept Plan: Not Applicable

The Applicant intends to continue to use the parcel for their personal, residential use. The proposal is intended to facilitate standard, rural home site development, but the parcel would be eligible for the full range of allowed Principal, Accessory, and Special Uses per Article 6 of the Zoning Regulations.

2. Compliance with Applicable Site Development Standards: Complies

As noted above, the 10.02-acre site is undeveloped. Downzoning to RU-4 would not negatively impact the ability of the parcel to be developed. The only site development standard that would become more stringent is the maximum density. The Applicant is aware of this, and has no plans to exceed the RU-4 density.

3. Adjacent Districts Remain Capable of Development: Complies

The proposal would not affect the development prospects of any neighboring property.

4. Limitation on Creation of Nonconforming Uses: Complies

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

5. Compatibility with Existing Development: Complies

There is precedent for RU-4 zoning and Rural Residential development in the immediate area; there is currently RU-4 zoning across S. Kit Carson Road to the east.

6. Rezoning to More Intense Districts: Not Applicable

As indicated, this request is for a downzoning, which in this case would reduce the permitted density by a factor of two.

7. Adequate Services and Infrastructure: Complies

The parcel and the existing road network all support the necessary infrastructure to develop the parcel under the guidelines for the RU-4 zoning designation.

8. Traffic Circulation Criteria: Complies

This rezoning request will not alter the layout or function of the existing roadway network and will not require right-of-way dedication or off-site improvements. Rezoning from R-36 to RU-4 would decrease the permitted density, with a corresponding decrease in potential traffic.

9. Development Along Major Streets: Not Applicable

This parcel does not take access off a Major roadway and is not served by roads within the County Maintenance system.

10. Infill: Not Applicable

This Factor applies only for rezoning requests to General Business, Light Industry or Heavy Industry.

11. Unique Topographic Features: Not Applicable

As this request is for a downzoning, this factor does not apply.

12. Water Conservation: Complies

As this proposed downzoning would reduce permitted maximum density, potential water usage could decrease.

13. Public Input: Complies

As a downzoning, the Applicant was not required to complete a Citizen Review. Staff mailed notices to neighboring property owners within one mile of the subject property on September 24, 2018. Staff posted the property on September 25, 2018 and published a legal notice in the *San Pedro Valley Sun News*. Two responses in support were received.

14. Hazardous Materials: Not Applicable

No hazardous materials are proposed.

15. Compliance with Area Plan: Complies

The subject property lies within a Category "D"– Rural Area and is considered a "Rural" area per the Comprehensive Plan. This designation is intended to create neighborhoods with lots of two-acres or more. This request would comply by creating a minimum lot size of four-acres per dwelling.

VI. PUBLIC COMMENT

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

VII. SUMMARY AND CONCLUSION

The request is for a downzoning, from R-36 (Residential; one dwelling per 36,000 square feet), to RU-4 (Rural; one dwelling per four acres) on a 10.02-acre parcel located on S. Kit Carson Road between E. Turkey Trot Road and E. Highway 181. At this time, the area is characterized by open expanses, with all current development occurring on a Rural scale. The Comprehensive Plan designates the site as Rural. This designation constitutes a recommendation on the part of the Plan for a rezoning to a lower-density zoning district, providing a major Factor in Favor of Approval. A rezoning to the RU-4 district would therefore reflect the policies of the Plan, and would better reflect the existing character of the surrounding neighborhood.

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 a low density of residential development in this area to protect the current character of the neighborhood, and the request would facilitate such a density; and
3. Two letters of support have been received.

Factors Against Approval

None

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 square feet) to RU-4 (Rural; one dwelling per four acres) on a 10.02-acre parcel located on S. Kit Carson Road between E. Turkey Trot Road and E. Highway 181 to the Board of Supervisors with a recommendation of **Conditional Approval**, subject to the following Conditions:

1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors approval of the rezoning; and
2. It is the Applicant's 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.



**Cochise County
Community Development
Development Services**

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REZONING APPLICATION

1. Applicant's Name: Daniel T. Thiels

2. Mailing Address: P.O. Box 566
Bearce AZ 85625

City _____ State _____ Zip Code _____

3. Telephone Number of Applicant: (520) 507 3628

4. Telephone Number of Contact Person if Different: () _____

5. Email Address: danthiels2014@outlook.com

6. Assessor's Tax Parcel Number: 401 - 17 - 306
(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: _____

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): _____

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

- 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.

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

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

- Attach a proof of ownership for all property proposed for rezoning. Check which proof of ownership is attached:
- Copy of deed of ownership: _____
 - Copy of title report: _____
 - Copy of tax notice: _____
 - Other, list: _____

9. Will approval of the rezoning result in more than one zoning district on any tax parcel?
▪ Yes _____ No

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.

Is more than one parcel contained within the area to be rezoned? Yes _____
No _____
▪ If yes and more than one property owner is involved, have all property owners sign the attached consent signature form.

12. Indicate existing Zoning District for Property: R-36

13. Indicate proposed Zoning District for Property: RU-4

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

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

15. Comprehensive Plan Designation or Community Plan: Rural
(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.

16. Describe all structures already existing on the property: None

17. List all proposed uses and structures which would be established if the zoning change is approved. Be complete. Please attach a site plan: Build a home

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

- Yes _____ No _____
- 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)

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

20. What off-site improvements are proposed for streets or easements used by traffic that will be generated by this rezoning? None

21. How many driveway cuts do you propose to the streets or easements used by traffic that will be generated by this rezoning? 1

22. Identify how the following services will be provided:

| Service | Utility Company/Service Provider | Provisions to be made |
|-----------------|----------------------------------|-----------------------|
| Water | | Tanks |
| Sewer/Septic | septic | TBD |
| Electricity | | |
| Natural Gas | | |
| Telephone | | |
| Fire Protection | | |

23. 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).

It's very rural

24. 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: 9-4-18 _____



Cochise County
Community Development
Planning, Zoning and Building Safety Division

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

September 24, 2018

Re: Docket Z-18-08 (Thiels)

Dear Property Owner:

The Cochise County Planning and Zoning Commission hereby gives notice a public hearing will be held at or after **4:00 p.m., on Wednesday, October 10, 2018**, at the Cochise County Board of Supervisors Hearing Room, at 1415 Melody Lane, Building G, in Bisbee, Arizona; and

The Cochise County Board of Supervisors hereby gives notice that a public hearing will be held at or after **10:00 AM, on Tuesday, October 23, 2018**, at the Cochise County Board of Supervisors Hearing Room, at 1415 Melody Lane, Building G, in Bisbee, Arizona to consider the following:

Docket Z-18-08 (Thiels)

The Applicant is requesting a rezoning from R-36 (Residential; one dwelling per 36,000 square feet) to RU-\$ (Rural; one dwelling per four acres). The request is to facilitate a home built under the Cochise County Owner Builder Opt-Out Amendment. The subject parcel is 10.02 acres in size.

The subject parcel, APN 401-17-306, is located on the west side of S. Kit Carson Road north of Sunizona. It is further described as being situated in Section 01 of Township 18 South, Range 26 East of the G&SRB&M, in Cochise County, Arizona. The Applicant is Daniel T. Thiels.

You are hereby advised of these public hearings as an owner of property within one mile of the site where the Rezoning is requested. If you should have any written comments pertaining to this matter, you may submit written comments on the attached form, by email, fax or mail by the due dates noted, and they will be given to the Commission and Board members. Whether or not you choose to provide written comments, you are encouraged to attend these public hearings to let your feelings be known concerning this docket. If you decide not to attend the public hearings, but wish to know the Commission's or Board's action, please contact the Planning Department at the 520-432-9247.

If you have any questions regarding this matter, please do not hesitate to contact the Community Development Department at 520-432-9247. Please note that occasionally dockets are removed from agendas just prior to a meeting. It is recommended that you contact the Community Development Department to find out if this docket is still scheduled.

Sincerely,

Peter Gardner, Planner II

cc: Docket file

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

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

Rezoning Docket Z-18-08 (Thiels)

_____ **YES, I SUPPORT THIS REQUEST**

Please state your reasons:

_____ **NO, I DO NOT SUPPORT THIS REQUEST:**

Please state your reasons:

(Attach additional sheets, if necessary)

PRINT NAME(S):

SIGNATURE(S): _____

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

Your comments will be made available to the Planning and Zoning Commission and the Board of Supervisors. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than **5 PM on Wednesday, October 3, 2018** to be included in the staff report to the Commission, and by **Thursday, October 11, 2018** to be included in the staff report to the Board of Supervisors. We cannot make exceptions to these deadlines; however, if you miss the written comment deadline for any staff report you may still mail or send e-mail comments to Peter Gardner at pgardner@cochise.az.gov. Comments received after the April 27 deadline must be received prior to the public meeting date to be verbally noted at the meeting. You may also personally make a statement at the **public hearing on October 10, 2018 for the Planning and Zoning Commission and October 23, 2018 for the Board of Supervisors**. NOTE: Please do not ask the Commissioners or Board members to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

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

Rezoning Docket Z-18-08 (Thiels)

YES, I SUPPORT THIS REQUEST

Please state your reasons:

I live in Sunizona Acres #3
This entire area is RU-4
Since Mr. Tiels has 10 Acres and I'm guessing
he needs to have 2 homes.

NO, I DO NOT SUPPORT THIS REQUEST:

Please state your reasons:

(Attach additional sheets, if necessary)

PRINT NAME(S):

Victoria Shepherd

SIGNATURE(S):

Victoria Shepherd

YOUR TAX PARCEL NUMBER: 401-17-252 (the eight-digit identification number found on the tax statement from the Assessor's Office) Lots 2, 3, 4, 5

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



Cochise County
Community Development
Planning, Zoning and Building Safety Division

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

September 24, 2018

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The subject parcel, APN 401-17-306, is located on the west side of S. Kit Carson Road north of Sunizona. It is further described as being situated in Section 01 of Township 18 South, Range 26 East of the G&SRB&M, in Cochise County, Arizona. The Applicant is Daniel T. Thiels.

You are hereby advised of these public hearings as an owner of property within one mile of the site where the Rezoning is requested. If you should have any written comments pertaining to this matter, you may submit written comments on the attached form, by email, fax or mail by the due dates noted, and they will be given to the Commission and Board members. Whether or not you choose to provide written comments, you are encouraged to attend these public hearings to let your feelings be known concerning this docket. If you decide not to attend the public hearings, but wish to know the Commission's or Board's action, please contact the Planning Department at the 520-432-9247.

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Sincerely,

Peter Gardner, Planner II

cc: Docket file

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1415 Melody Lane, Building E
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520-432-9300
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Rezoning Docket Z-18-08 (Thiels)

YES, I SUPPORT THIS REQUEST

Please state your reasons:

NO, I DO NOT SUPPORT THIS REQUEST:

Please state your reasons:

*You will raise my Taxes plus I
Plan too Build on my One Acre parcel.*

(Attach additional sheets, if necessary)

PRINT NAME(S):

Michael L. Meyer

SIGNATURE(S):

Michael L. Meyer

YOUR TAX PARCEL NUMBER: 401-17-2295 (the eight-digit identification number found on the tax statement from the Assessor's Office)

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



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September 24, 2018

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Rezoning Docket Z-18-08 (Thiels)



YES, I SUPPORT THIS REQUEST

Please state your reasons:

I SEE NO REASON WHY NOT TO GRANT THE REQUEST. PARCEL IS LARGE ENOUGH.
NO PROBLEM!

NO, I DO NOT SUPPORT THIS REQUEST:

Please state your reasons:

(Attach additional sheets, if necessary)

PRINT NAME(S):

Dicki Freeman - SOUTHWEST SEA LAND LLC

SIGNATURE(S):

YOUR TAX PARCEL NUMBER: MULTIPLE AREA PARCELS
(the eight-digit identification number found on the tax statement from the Assessor's Office)

(the eight-digit identification number found on the tax statement from the Assessor's Office)

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

COCHISE COUNTY

OCT 01 2018

PLANNING



Cochise County
Community Development
Planning, Zoning and Building Safety Division

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

September 24, 2018

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Peter Gardiner, Planner II

cc: Docket file

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floodplain@cochise.az.gov

ADAMS JOHN HOWARD
3155 S CLAY STREET
ENGLEWOOD CO 80110

AXDORFF RAYMOND
9427 BASS DR
ALLENDALE MI 49401

BERREY THOMAS G & BETTY J
127 GRANDVIEW AVE.
IMPERIAL PA 15126

AGRIMSON J ORIN
3243 E BELLEVUE ST
TUCSON AZ 85716

B V FAMILY TRUST
PO BOX 54
COWDREY CO 80434

BEVINGTON FAMILY TRUST
11025 S 51ST STREET # 1015
PHOENIX AZ 85044

AKSTIN JEFF
PO BOX 2064
METHUEN MA 01844

BARTOS JOHN M ETUX
333 SPRINGWOOD DRIVE
AIKEN SC 29803

BILLINGSLEY CARL R ETUX
315 W STEEPLE CHASE RD
GREENSBORO NC 27406

ALCANTAR MANUELA C
5602 E CALLE AURORA
TUCSON AZ 85711

BAURES HENRY R
PO BOX 1603
MILLS WY 82644

BILLINGSLEY WILLIAM C ETUX
8729 EDGEHILL DR
HUNTSVILLE AL 35802

ALEXANDER DIANE
2239 STRATMOR DR
STONE MOUNTAIN GA 30087

BEAN RICK & MARIA
13715 W SARANO TER
LITCHFIELD PARK AZ 85340

BLAKESLEY JR LEONARD E
P O BOX 12075
MARINA DEL REY CA 90295

ALVILLAR PEDRO IVAN TORRES
7309 W OCOTILLO
GLENDALE AZ 85303

BEELER CHARLES E
525 LODGE LN
BENSON AZ 85602

BLANCHARD WESLEY K & MALAKIE K
6650 43RD ST UNIT 213
LUBBOCK TX 79407

AMERICA PROPERTIES LLC
PO BOX 563
SAFFORD AZ 85548

BELL DAVID W & SANDRA M
3102 E VAUGHN AVE
GILBERT AZ 85234

BLAZEK JR FRANK & MARY JANE
PO BOX 10694
PHOENIX AZ 85064

ANAYA FRANCISCO D & ELENA B
HCR BOX 245
PEARCE AZ 85625

BELL ROBERT
PO BOX 784
PEARCE AZ 85625

BOATWRIGHT JAMES E
2548 W PLATA AVE
MESA AZ 85202

ANDERSON ANDREW H & SHIRLEY
4996 JADEITE AVE
ALTA LOMA CA 91737

BELL ROBERT A
PO BOX 421
DRAGOON AZ 85609

BOEDCHER DOLORES G LIVING TRUST
2153 W IRVINGTON RD
TUCSON AZ 85746

ANSPACH PAUL A & CHRISTY M
PO BOX 3010
PINEDALE WY 82941

BELOY ANTONIO B ETUX
890 CAMPUS DRIVE #305
DALY CITY CA 94015

BOWEN SHIRLEY JUNE
408 W MAIN ST
REXBURG ID 83440

BRADFORD THOMAS G
3044 N BLUE MOUNTAIN RD
BLANDING UT 84511

CHAISSON 2001 DONALD JAMES & MAI
41650 47TH ST WEST
QUARTZ HILL CA 93534

CORDARO FRANK & MARIANNE
542 NO. IGO WAY
TUCSON AZ 85710

BROTE DENNIS N SR
7 MURPHY RD
NORTH BROOKFIELD MA 01535

CHAMBERS KATHLEEN J
5301 NORTHWAY DR APT 313
NACOGDOCHES TX 75965

CORGAN SHIRLEY
PO BOX 894
PEARCE AZ 85625

BURRUEL IRMA M
1829 W CARAVELLE RD
TUCSON AZ 85713

CHIARAMONTE EUGENE J SR & CAROL
12 WHITE BIRCH CT
BRANCHVILLE NJ 07826

CORNELSEN DETRICK GORDON & LAUREN
12878 S PETE KITCHENS RD
PEARCE AZ 85625

BUZZARD PATRICIA TERRY
6339 81ST AVE SE
SALEM OR 97301

CLARK DONALD L TRUST
22423 PLAZA LANE
LEBANAN MO 65536

CORNERSTONE BUSINESS SYSTEMS, INC
24 W CAMELBACK RD STE A-350
PHOENIX AZ 85013

BWA & T TRUST
6611 S CALLAWAY DR
CHANDLER AZ 85249

CLOUD CHARLES L JR
5966 E CLAPP HOMESTEAD ROAD
PEARCE AZ 85625

CROSBY BETTY JUANITA
608 S 152ND ST #B-17
BURIEN WA 98148

CALVIN ROSIE JANE
826 W 6TH ST
MT CARMEL IL 62863

CLOWERS WILLIAM W & BETTY J
646 W OUTER
OAKRIDGE TN 37830

CROSSLAND STEVEN W & DEBRA L
PO BOX 4235
TUBAC AZ 85646

CAP DOUGLAS J & PENNY
6088 E NAVAJO DR
PEARCE AZ 85625

COLELLA THOMAS A & DEBORAH D
PO BOX 1187
BOULDER MT 59632

CUMMING RONALD L LIVING TRUST
11133 E FROG TANKS CT
GOLD CANYON AZ 85118

CARDENAS MIKE & JANET
1634 LARAMIE AVE.
CASPER WY 82604

COLEMAN EARL A & DELLA E
PO BOX 1282
WEAVERVILLE CA 96093

CUSICK THOMAS E
1601 WEST 2ND ST
TULAROSA NM 88352

CARTER THOMAS & MARY
4219 SHADOW OAK WOODS
SAN ANTONIO TX 78249

CONNER WILLIAM M ETUX
BOX 573
ORLAND CA 95963

DALY ELAINE L
4427 E. 17TH ST.
TUCSON AZ 85711

CASTILLA CRESCENCIO & JOSEFINA SC
10251 E 38TH ST
YUMA AZ 85365

COOPER LEASING CO
GENERAL DELIVERY
ALAMO CA 94507

DAMELIO ROBERT
9889 MAJESTIC WAY
BOYNTON BEACH FL 33437

DARNELL WILLIAM P ETUX
43547 BARLEY CT
ASHBURN VA 20147

ECK BOB & NANCY
5157 SE SIOUX LOOP
PRINEVILLE OR 97754

FAIR CLAUDE A ETUX
206 ARROYO DR.
S.SAN FRANCISCO CA 94080

DAVISON DANIEL B
2413 CENTRAL AVENUE
BERLIN NJ 08009

ECKHART FRANK ETUX
29661 SANTA CRUZ DR
ELKHART IN 46514

FAUGHT MARTHA
209 EDITH BLVD NE
ALBUQUERQUE NM 87102

DAVISON LINDA LEA
14406 W COLORADO PL
CANYON COUNTR CA 91351

EDWARDS KENNETH B
6259 E CHIRICAHUA DR
PEARCE AZ 85625

FELKINS MARTHA
1283 RINGE LANE
LAS VEGAS NV 89110

DBB LLC
1984 HWY 45 S
MELBA ID 83641

EDWARDS TERRY L & ELAINE W
221 NORRIS PL
CASSELBERRY FL 32707

FELLOWSHIP OF CHRIST
1711 BLUE SLIDE RD
THOMPSON FLS MT 59873

DERISO DIANE
7800 S BALLANTRAE DR
MCKINNEY TX 75070

EHLINGER SANDRA GAIL PAGE
3201 STEVE DR
HURST TX 76054

FIRLE SHEILA
W10700 ENTERPRISE LAKE RD
ELCHO WI 54428

DHILLON CHLOE R
125 MONTICELLO AVE
ANNAPOLIS MD 21401

EICHORN TIM & BERTHA FLOOD
6021 E CLAPP HOMESTEAD RD
PEARCE AZ 85625

FITZHERBERT JAMES K & JUNE G
3103 LEWIS AVE
VANCOUVER WA 98661

DICKEY JOHN W &/OR SHARON A
1331 TX 188
ARKANSAS PASS TX 78356

ELLISON BRANDON M
2451 MATCHWOOD LN
GREEN BAY WI 54304

FLOYD RICHARD E & RUBELYN S
848 N RAINBOW BLVD APT 1519
LAS VEGAS NV 89107

DOSSIE JR WALLACE A
1312 EAST CONSTANCE WAY
PHOENIX AZ 85042

ELTGROTH GEORGE V
6733 SHADY GROVE ST
TUJUNGA CA 91042

FOLK R W & NANCY K
P.O.BOX 1818
GLENDALE AZ 85311

DOWDY CHARLES F ETUX
227 SCHOOL ST
SODDY DAISY TN 37379

ENGELMANN CHRISTOPHER
5 SYLVAN RD
SMITHTOWN NY 11787

FOUR RANCHERS LLC
86 W GLEN CT
SAN TAN VALLEY AZ 85143

DUNN CHARLES MICHAEL
75 INVERNESS COURT
CHESHIRE CT 06410

ESTRELLA GEORGE A
113 BROWN AVE
COMANCHE OK 73529

FRANK DOROTHY C
5911 E CLAPP HOMESTEAD RD
PEARCE AZ 85625

FRANKS SUSAN L
6349 E MOCKINGBIRD
PEARCE AZ 85625

GRANA FAMILY TRUST
6541 CORTE VALDEZ
CARLSBAD CA 92009

HAVERKAMP THERESA L
170 ALDER DR
SEDRO WOOLLEY WA 98284

FREIMAN DIDI
551 CARLA WAY
LA JOLLA CA 92037

GREINER DYLAN EDWARD & DEBORAI
10302 W PINNACLE PEAK RD
PEORIA AZ 85383

HAWKINS ANTOINE L
6260 E MESCALERO DR
PEARCE AZ 85625

GANSKE DALE A
3325 CONSERVANCY LN
MIDDLETON WI 53562

GREIS JAMES & TRACY
4325 E WILSHIRE DR
PHOENIX AZ 85008

HAWKINS CLARK A
528 SAWMILL RUN RD
KERSEY PA 15846

GARCIA JORGE ALFREDO R
7370 S BASS AVE
TUCSON AZ 85746

GUTHRIE KAM C
3520 N SOLDIER TRL
TUCSON AZ 85749

HAWTHORNE CECILE A
120 WOODSIDE CT
ANNVILLE PA 17003

GARCIA MARCELO M ETUX
354 E MEDINA RD.
TUCSON AZ 85706

HALL KENNETH A ETUX
24325 HERON LN
MURRIETA CA 92562

HEINER LOLA T & DAVID B
PO BOX 871766
VANCOUVER WA 98687

GEE GARDEN PROPERTIES 1 LLC
125 S CALLE CHAPARITA
TUCSON AZ 85716

HAMMERLING OSWALD WM ETUX
2310 W RAWSON AVE
OAK CREEK WI 53154

HELFINSTINE PAUL
PO BOX 29896
BROOKLYN CENT MN 55429

GOFOURTH JACK
6249 E YUMA DR
PEARCE AZ 85625

HARRIS DALLAS L & ALITA F
6218 E CHIRICAHUA DR
PEARCE AZ 85625

HELFINSTINE PAUL
975 MARION ANDERSON RD
HOT SPRINGS AR 71913

GOOLO ROSE M
200 INMAN COURT
ROSEVILLE CA 95747

HARTMAN CHARLES II
212 DEVON GREEN
BENTONVILLE AR 72712

HENNING MICHAEL E
10473 STATE ROUTE 774
HAMERSVILLE OH 45130

GORDON JANETTE
13070 S FORT MOHAVE DR
PEARCE AZ 85625

HARTSOCK PATRICIA ANN
4094 E KEMPER RD
CINCINNATI OH 45241

HEPBURN CHARLES B
2550 S ELLSWORTH RD UNIT 703
MESA AZ 85209

GRACE COMMUNITY CHURCH INC
1600 S ANDERSON AVE
NEWTON KS 67114

HAUSLEY PATSY L
718 TULLAMORE CT #2B
SCHAUMBURG IL 60193

HERNANDEZ EDWARD V & MARIANNE
6642 S CAMINO DE LA TIERRA
TUCSON AZ 85746

HERRERA MARIA GUADALUPE
3321 W LYNWOOD ST
PHOENIX AZ 85009

HUSTAD DAVID & DEBRA
1075 STANGER AVE
IDAHO FALLS ID 83404

KETTMAN JULIUS C
513 FAWCETT ST
GRASS VALLEY CA 95945

HEUBI EDWIN E
PO BOX 49
MOSSVILLE IL 61552

INGLE GARY L & LYNN A
6274 E STATE HWY 181
PEARCE AZ 85625

KILLMER DENNIS PAUL & LORETTA M
13126 S KIT CARSON RD
PEARCE AZ 85625

HILL THOMAS G
7815 W COLLEGE DR
PHOENIX AZ 85033

JAMES ERMA
7750 WARREN
BAY CITY OR 97107

KING MARY
HC 30 BOX 2608
CONCHO AZ 85924

HOLBROOK DON & DELLA
540 DALE ST
MARTINSVILLE IN 46151

JANSSEN JOHN & SANDY
7729 W VILLA THERESA DR
GLENDALE AZ 85308

KIRCHEN ADA TRUST
P O BOX 1830
VANCOUVER WA 98668

HOLGERSEN-CLARK JETTE
PO BOX 545
WEST GLACIER MT 59936

JIMENEZ ANGELITA DELSID
2024 CROMWELL AVE
CLOVIS CA 93611

KIRCHEN ADA TRUST
P O BOX 1830
VANCOUVER WA 98668

HOOD CHARLES
3300 WELLS BRANCH PKWY APT 11301
AUSTIN TX 78728

JOHNSON DAVID C ETUX
1218 E SYCAMORE AVE
EL SEGUNDO CA 90245

KOHN JOSEPH
12 N. CENTRAL
CLAYTON MO 63105

HOONHOUT ROBERT A & KATHLEEN A
7916 TREEDALE GLEN
BRADENTON FL 34202

JOHNSON PAUL L
1895 TALL OAKS DR #2505
AURORA IL 60505

KONDELIN GEORGE J ETUX
1636 SIMS PL
LAKELAND FL 33803

HORTON JEFFREY K
1325 WINCHESTER AVE
GLENDALE CA 91201

KAYE JESSE W
202 BRULE RD
DE PERE WI 54115

KUMICZ SUSANNE G
80 MIDDLE POND RD
SOUTHAMPTON NY 11968

HOWARD MARY L
806 W 5TH ST
FLORENCE CO 81226

KEELEY JOSEPH
5923 E CHIRICAHUA DR
PEARCE AZ 85625

LAFONTAIN FRED J & LINDA D
4021 N HIDDEN VALLEY RD
MARICOPA AZ 85139

HULTMAN JANET V
1009 LINDY LN AVE SW
NORTH CANTON OH 44720

KELLEHER JOHN
PO BOX 778
PEARCE AZ 85625

LAND TRUST COMPANY LLC
1118 LANCASTER DR NE APT 363
SALEM OR 97301

LARSON GERALD F
6390 E MOCKINGBIRD RD
PEARCE AZ 85625

LITZ JON D
3316 LAKELAND RD
GAINSVILLE GA 30506

MACIAS DAVID
PO BOX 4877
HAGATNA GU 96932

LAYMAN CLEO M
2799 RIVERSIDE PKWY
GRAND JUNCTION CO 81501

LIVELY AGNES D
1504 DAY AVE UNIT E
SAN MATEO CA 94403

MACKENZIE WAYNE BRIAN & JERIAN
4625 WEST THOMAS RD #136
PHOENIX AZ 85031

LEE DEBRA
PO BOX 120
BENSON AZ 85602

LO BELLO MIKE D
5980 E CLAPP HOMESTEAD RD
PEARCE AZ 85625

MAGLEY DENNIS PAUL & BARBARA
858 KINNEY MILL ROAD
MOUNT AIRY GA 30563

LEE GREGORY
12971 S DOS CABEZAS
PEARCE AZ 85625

LOLL W B
10973 SW 86TH CT
OCALA FL 34481

MAHAN JAMES G ETUX
W. 305 S 5186 HWY 83
MUKWONAGO WI 53208

LEMOINE ELIZABETH A
PO BOX 1704
ARBOLES CO 81121

LOMANDO KATTIA
24 OSBORNE RD
GORHAM ME 04038

MAHAN ROBERT C ETUX
GENERAL DELIVERY
BERKELEY CA 94704

LERCHE EDWARD N ETUX
17806 SUNFISH CT
PENN VALLEY CA 95946

LONG TONI LYN
722 MCLEAN ST
WASHINGTON CO OH 43160

MAJOR ROGER LEE & BARVARA WAIN
898 W KNOX ST
PEARCE AZ 85625

LEWIS GRADY LEE ETUX
57 COLE ST.
CHATSWORTH GA 30705

LOPEZ DELIA LETICIA
19087 PARADISE MT RD
VALLEY CENTER CA 92082

MARTIN DANA & LINDA
1613 W MCNAIR ST
CHANDLER AZ 85224

LEYVA JOSEPHINE NORIEGA
570 W 3RD ST
SAN PEDRO CA 90731

LOUSHIN ALBERT JAMES
0030 BADGER ROAD
CARBONDALE CO 81623

MARTIN JANICE E
12872 S PETE KITCHENS RD
PEARCE AZ 85625

LIGHT JOHN G
13155 S PETE KITCHENS RD
PEARCE AZ 85625

LYKINS FRED G
102 BARBOREK LN
RUSSELLVILLE AR 72802

MARTIN WALTER A
9 CARROLLTON AVE
NORTH DARTMOU MA 02747

LINDLEY HENRY
3176 W WREN DR
BENSON AZ 85602

LYKINS ORVILLE L & MIRIAM
513 FAWCETT ST
GRASS VALLEY CA 95945

MAURO LEO J & CAROLYN J FAMILY T
2383 TULIP RD
SAN JOSE CA 95128

MC GUIRK ALEXANDER ETUX
48 FEN ELON RD
FARMINGHAM MA 01702

MOORE THOMAS R & LOIS JOY
P O BOX 48
CUSTER WA 98240

NICHOLS BETTY
4330 MOUNTAIN BLVD
OAKLAND CA 94619

MC MURDO JAMES R & MARY L 1989 TI
1251 PARROTT DR
SAN MATEO CA 94402

MORENO CLARENCE H ETUX
181 OTIS RD
COLUMBIA LA 71418

NICPON EDMUND A
GENERAL DELIVERY
PONTE VEDRA FL 32081

MCCOY JOYCE
12791 S PETE KITCHENS RD
PEARCE AZ 85625

MORGAN CARL E
GENERAL DELIVERY
FERNANDINA CA 32034

NORIEGA JOHN ETUX
808 CALLE PUENTA #A
SAN CLEMENTE CA 92672

MCGEE SONJA
6380 E MOCKINGBIRD RD
PEARCE AZ 85625

MORONES RICHARD & JOYCE
9214 77TH CT SW
LAKEWOOD WA 98498

NORIEGA PETRA & OPHELIA
803 WEST E ST
WILMINGTON CA 90744

MCKAY GARY GENE
18411 E VERDE COURT
GOLD CANYON AZ 85218

MYERS LEROY B
1121 FEATHER HAWK DR
EL PASO TX 79912

NORWOOD LEONARD M
13 FISH HATCHERY RD
BANNER WY 82832

MERCADEL DERICK
2688 MADDOX RD
JACKSON MS 39209

MYERS LINDA N LIVING TRUST
5712 N 11TH PLACE
PHOENIX AZ 85014

NORWOOD LEONARD M
13 FISH HATCHERY RD
BANNER WY 82832

MEYER JOHN W & JOY C
PO BOX 1387
SEELEY LAKE MT 59868

NAVAJO HEALTH FOUNDATION-SAGE I
P O BOX 457
GANADO AZ 86505

NUTTER FORREST F
385 SEAGROVE LOOP
LINCOLN CITY OR 97367

MEYER MICHAEL L & LIM H
331 HAMILTON DR
FAIRFIELD CA 94533

NELSON FRANK B & CECILE M
7777 W MCDOWELL RD
PHOENIX AZ 85035

O CONNOR GEORGE F & IL I
PO BOX 976
OAK GRAVE KY 42262

MILLER MARY HELEN
6286 E MOCKINGBIRD RD
PEARCE AZ 85625

NELSON JOHN W LIVING TRUST
2544 E NELSON DR
SAFFORD AZ 85546

OSTLER SAMUEL RAY & DEBRA GAE
5927 W 10550 N
HIGHLAND UT 84003

MONTGOMERY CARY & KAREN
3972 MIDDLE RD
ALLISON PARK PA 15101

NEWBERG PETER J & TERRI A
5136 W PARK VIEW LN
GLENDALE AZ 85310

PARCELL SCOTT KENNETH & DOROTH
2591 SEA WAY
FAIRBANKS AK 99709

PATTON PHILIP ARTHUR & ANN MARIE
6446 E NAVAJO DR
PEARCE AZ 85625

PRECIADO ANTONIO O
1650 E ALICIA DR
PHOENIX AZ 85042

REVELER RAY ELWOOD
18 PARKSIDE CREST
OTTAWA

PAXTON GLENN E
4710 N PASEO SARIC
TUCSON AZ 85750

PRENTICE WILLIAM BERRY
87-136 KALEIWOHI ST
WAIANAE HI 96792

REYES RAUL DIEGO
625 N HORNE
MESA AZ 85203

PEMBERTON TIFFANY MARIE
2163 E WILDHORSE DR
CHANDLER AZ 85286

PRESNELL WESLEY D
19884 GAGES LN
BURLINGTON WA 98233

RHOADES FRANCELLA M
1064 E PONCHO LN
SAN TAN VALLEY AZ 85143

PERRY BEACHEL G & PATRICIA J
912 W 3RD AVE
SAN MANUEL AZ 85631

PRICE MARGARET F
4601 18TH NW
CANTON OH 44708

RHOADS ROBERT D & JERI E
GENERAL DELIVERY
STANWOOD WA 98292

PESCE CARMELA
103 LAKE CT
MILFORD PA 18337

PURVIS BETTY
GENERAL DELIVERY
ST LOUIS MO 63133

RIMOLA ALFONSO
525 N HALIFAX AVE #10
DAYTONA BEACH FL 32118

PETERSON VERNON L & INGRID M FUE
P O BOX 19054
TUCSON AZ 85731

QUESADA JESUS R
1491 E 11TH ST
CASA GRANDE AZ 85122

RIVERVIEW LLP DBA CORONADO FARMS
26406 470TH AVE
MORRIS MN 56267

POINER WILLIAM A & ELIZABETH A SH
6277 E YUMA DR
PEARCE AZ 85625

RADMORE ARTHUR WALLACE
57 HUNTERHORN CRESENT
NE CALGARY AB

RIVETT DENNIS F LIV TRUST
PO BOX 159
MILLS WY 82644

POINTER WILLIAM A
6277 YUMA DR
PEARCE AZ 85625

RAUSCH FRANCES E
5910-178TH S.W.
LYWOOD WA 98037

ROSSER DENISE
503 PURLIEU DR APT 102
NEWPORT NEWS VA 23606

PORTER TAMARA
41919 W SOLANO DR
TONOPAH AZ 85354

REDMOND LORNA A & ROBERT M JR
614 RED BUD TERRACE
CANTON GA 30115

ROUSSEAU EDWARD J ETUX
290 S RICHMOND DR
VAIL AZ 85641

POSADA HORTENSIA
570 W 3RD ST
SAN PEDRO CA 90731

REESE DANIEL P & CAROL J
2 GIBSON ST APT 406
NORTH EAST PA 16428

ROZENTALS GEORGE & LUANNA C
8810 W BRYNWOOD DR
BOISE ID 83704

RUDD THOMAS F
2090 W CAREFREE LANE
BENSON AZ 85602

SIMMONS MICHAEL EUGENE
13120 KT CARSON RD
PEARCE AZ 85625

STANGE MARY STUCKI
5951 E CHIRICAHUA DR
PEARCE AZ 85625

SAUNDERS CHRIS & BECKY
3225 W GIBBONS RD
NEW RIVER AZ 85087

SIPE NANCY S
12555 CAMINITO MIRA DEL MAR
SAN DIEGO CA 92130

STEELE DONALD
8611 ARDENWOOD CT
TRINITY FL 34655

SAWTOOTH INVESTMENTS INC
3198 CHUICHU RD
CASA GRANDE AZ 85222

SKAGGS PENNY
6986 E APACHE DR
PEARCE AZ 85625

STEELE EDWARD F & KATHY L
3853 N STONE POINT CIR
MESA AZ 85207

SCHEEL MICHAEL P & LADONNA
5188 N PAMELA SPURR
WASILLA AK 99654

SKAGGS PENNY
6986 E APACHE DR
PEARCE AZ 85625

STILWELL CHARLES WILTON & SUSAN
4250 S HOHOKAM DR
SIERRA VISTA AZ 85650

SCHINKEL JE & BL REVOCABLE TRUST
249 SAN MARCOS LOOP
SANTA FE NM 87508

SKURKA JEFFREY A
5507 WYNMERE DR
SOUTH BELOIT IL 61080

STILWELL JOHN WESLEY
3360 KIOWA BLVD N
LAKE HAVASU CI AZ 86404

SCHROEDER WILLIAM H
12791 S PETE KITCHENS RD
PEARCE AZ 85625

SLATER PETER & JANE
1704 N APACHE DR
CHANDLER AZ 85224

STOTTS GREG
2009 POWELL DR
EL CAJON CA 92020

SHELDON BRYAN C & MARY H CO-TRU
130 SOUTH POINTE WAY
HENDERSON NV 89074

SNORTUM MARTIN F
2905 PERSHING DR
EL PASO TX 79903

STRONG PATRICIA ANN
8307 E ROSE LN
SCOTTSDALE AZ 85250

SHEPHERD VICTORIA ANNE
12742 S FT MOHAVE RD
PEARCE AZ 85625

SOUTHWEST SEA LAND LLC
551 CARLA WAY
LA JOLLA CA 92037

SZATKOWSKI RUTH
7124 W CHERRY TREE PLACE
TUCSON AZ 85757

SHULER ELIZABETH
6277 YUMA DR
PEARCE AZ 85625

SPARKS JERRY
5934 E SPARKS DR
PEARCE AZ 85625

TAIZ PATRICIA
8405 S CAMINO BENGALA
TUCSON AZ 85747

SHULER-POINTER ELIZABETH A
6277 E YUMA DR
PEARCE AZ 85625

STACY GARY RANSOM
1201 N 2ND AVE
AJO AZ 85321

TANNER BILLIE A
13144 S FORT MOHAVE DR
PEARCE AZ 85625

TAX CERTIFICATE CONSULTANT CORP
1651 E GLENN STE 139
TUCSON AZ 85719

TOTTEN STEVEN AND/OR BRENDA
1460 TAOS LN
RENO NV 89511

WEBSTER JOSEPHINE (TARDIE)
4841 VETERANS PKWY
MURFREESBORO TN 37128

TERRONE JOHN J JR
5 COLE HAVEN TERRACE W
MONTAGUE NJ 07827

TRATE DEBRA
111 E YUMA ST
HUACHUCA CITY AZ 85616

WELLS CANDY LEE
PO BOX 1454
DUVALL WA 98019

THIELS DANIEL TAYLOR
542 JIM SMITH RD
PINE KNOT KY 42635

TREVETT CHARLENE R
16235 N 37TH STREET
PHOENIX AZ 85032

WHITE JEFFERY
1413 HIGHWAY 30 W
ATHENS TN 37303

THOMAS WYNN
5710 W LA VIDA DR
VISALIA CA 93277

USR INVESTMENTS INC
P O BOX 21186
CATONSVILLE MD 21228

WHITE PAUL DAVID & PAULA LORENE
11210 BELL ROAD
ELFRIDA AZ 85610

THOMPSON JACK E
2 GIBSON ST APT 406
NORTH EAST PA 16428

VANDERHORST FRED J
1600 W 9TH AVENUE #13B
ESCONDIDO CA 92029

WHITNEY EDMUND W ETUX
177 CALLE NOGALES
WALNUT CREEK CA 94596

THORNHILL LATRICIA D & JACK E
4420 SOUTH DOGWOOD PL
TUCSON AZ 85730

VASKO EDWARD L JR & CAROLYN M
PO BOX 5908
PEORIA AZ 85385

WILCOX JOHN L & MARCELLA D
3644 MOUNTAIN RD
MONROETON PA 18832

TIFFANY GLEN C
5452 SNAKE NATION RD
HAHIRA GA 31632

VILLA HIGINIO M & ESTHER R
12626 S PETE KITCHENS RD
PEARCE AZ 85625

WILLIAMS GILLIS L III
610 W CATCLAW ST
GILBERT AZ 85233

TIFFANY MARILYN J
13111 S ASH CREEK RD
PEARCE AZ 85625

WAGEMAN DOUGLAS R & SHARON L
6201 E CHIRICAHUA DR
PEARCE AZ 85625

WILLIAMS JR DON A
909 KELSI DR
OKLAHOMA OK 73160

TOMLON BARBARA
5533 W PARKVIEW LN
GLENDALE AZ 85310

WALKER DAVID M & JANICE L CO-TRU
1104 BAJA WAY
SAN MARCOS CA 92078

WILLIAMS KENNETH & CHRISTOL D
43373 W SUNLAND DR
MARICOPA AZ 85138

TORRES CALEB & CARLA ANN
PO BOX 521
PEARCE AZ 85625

WATTS GEORGE B
67 TURKEY HILL RD
CHESTER CT 06412

WILLIAMS LARRY C
112 BROADVIEW LN
WINTERS CA 95694

WILLIAMS NOLAN
1109E 31ST STREET
TUCSON AZ 85713

WILLIS ROBERT G
411 W VISTA ST
BISBEE AZ 85603

WITT STEVEN C
P O BOX 425
PEARCE AZ 85625

WITTENBERG ALEXANDRA
2393 GAMBEL OAK TRL
FLAGSTAFF AZ 86005

WOELLNER IRENE A
5337 PIONEER TRAIL
MANTUA OH 44255

WOOD DANIEL A & MONICA D
PO BOX 820
BENSON AZ 85602

WOOD SANDRA HELAINE
PO BOX 11160
TUCSON AZ 85734

WOODBURY SAMUEL & GLENDA F (ES)
303 GREEN TREE RD
ATCHISON KS 66002

WOODS KYLE TRAVIS & BEVERLY BUJ
6679 E CHIRICAHUA DR
PEARCE AZ 85625

YAND HERITAGE JOINT LIVING TRUST
3392 W LEFTIES RD
DOUGLAS AZ 85607

ZONING ORDINANCE 18-___

Re: Docket Z-18-08 Application of Daniel Thiels

Page 1

ZONING ORDINANCE 18-___

**AMENDING CERTAIN ZONING DISTRICT BOUNDARIES FROM R-36
TO RU-4, PURSUANT TO THE APPLICATION OF DANIEL THIELS**

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

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

WHEREAS, Tax Parcel 401-17-306 was zoned as R-36 in 1975, and never developed in accordance with the R-36 Zoning District; and

WHEREAS, the Applicant wishes to bring the Zoning into compliance with the actual development pattern and wishes to amend the zoning to RU-4; and

WHEREAS, the requested zoning district represents a reduction in density in accordance with the Comprehensive Area Plan; and

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

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

WHEREAS, the Board of Supervisors held a duly noticed public hearing on the amendments to the Zoning District boundaries proposed by Applicant Daniel Thiels; 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 classifications for Tax Parcel 401-17-306, as shown on the map attached to this Resolution as Exhibit A, is changed from R-36 to RU-4. The property is located east of Sunizona, AZ. The property is further described as being in Section 01 of Township 18 South, Range 26 East of the G&SRB&M in Cochise County, Arizona. The Board of Supervisors approves Docket Z-18-01 subject to the following conditions of approval:

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

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this 23rd day of October, 2018

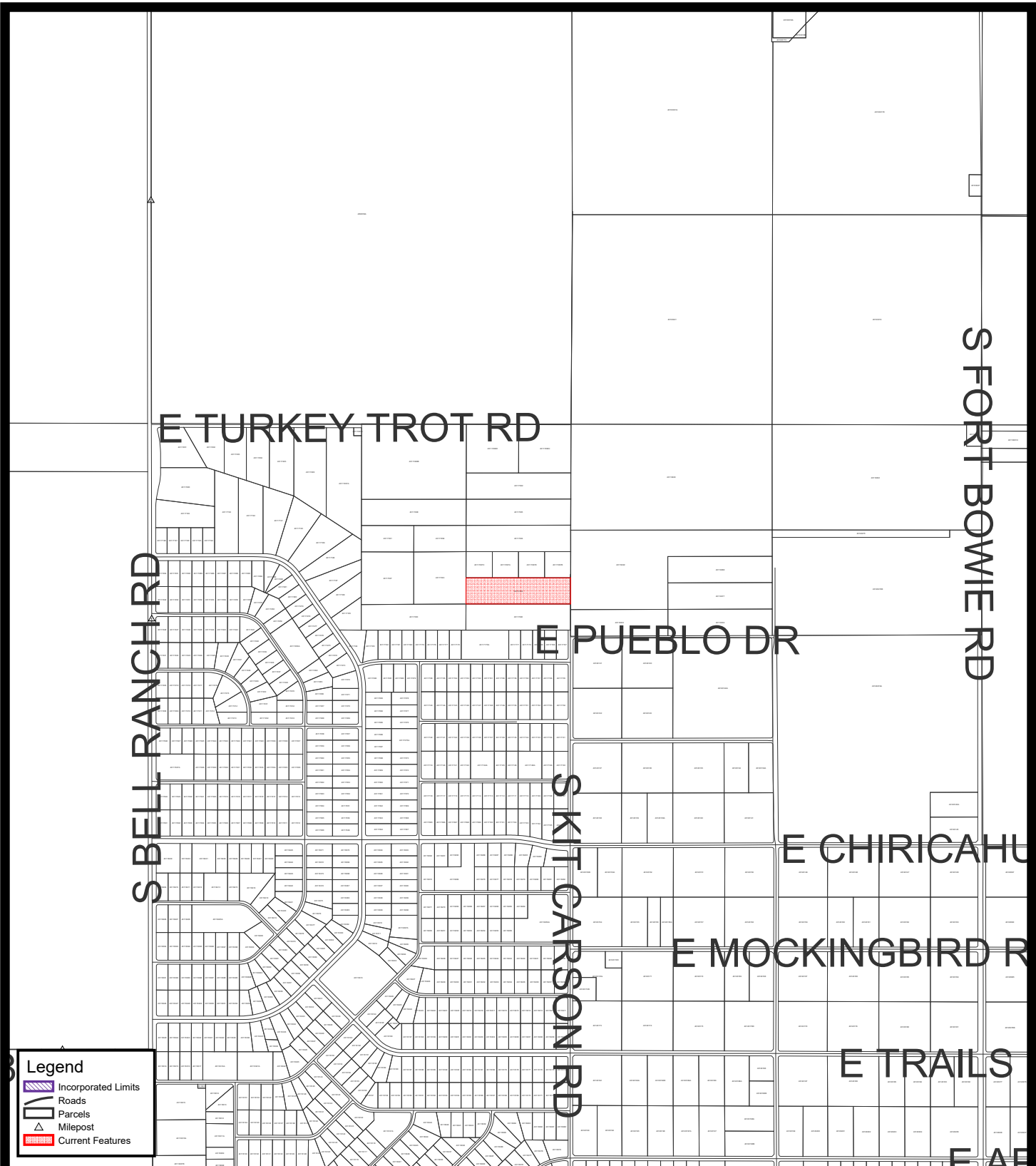
Peggy Judd, Chair
Board of Supervisors

ATTEST:

Arlethe Rios,
Clerk of the Board

APPROVED AS TO FORM:

Elda Orduno,
Civil Deputy County Attorney





Legend

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



Z-18-08 (Thiels)
Exhibit A

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

COCHISE COUNTY

Z-18-08 (Thiels)

A request to rezone from R-36 to RU-4

Planning and Zoning Commission

October 10, 2018



Public Programs...Personal Service

COCHISE COUNTY

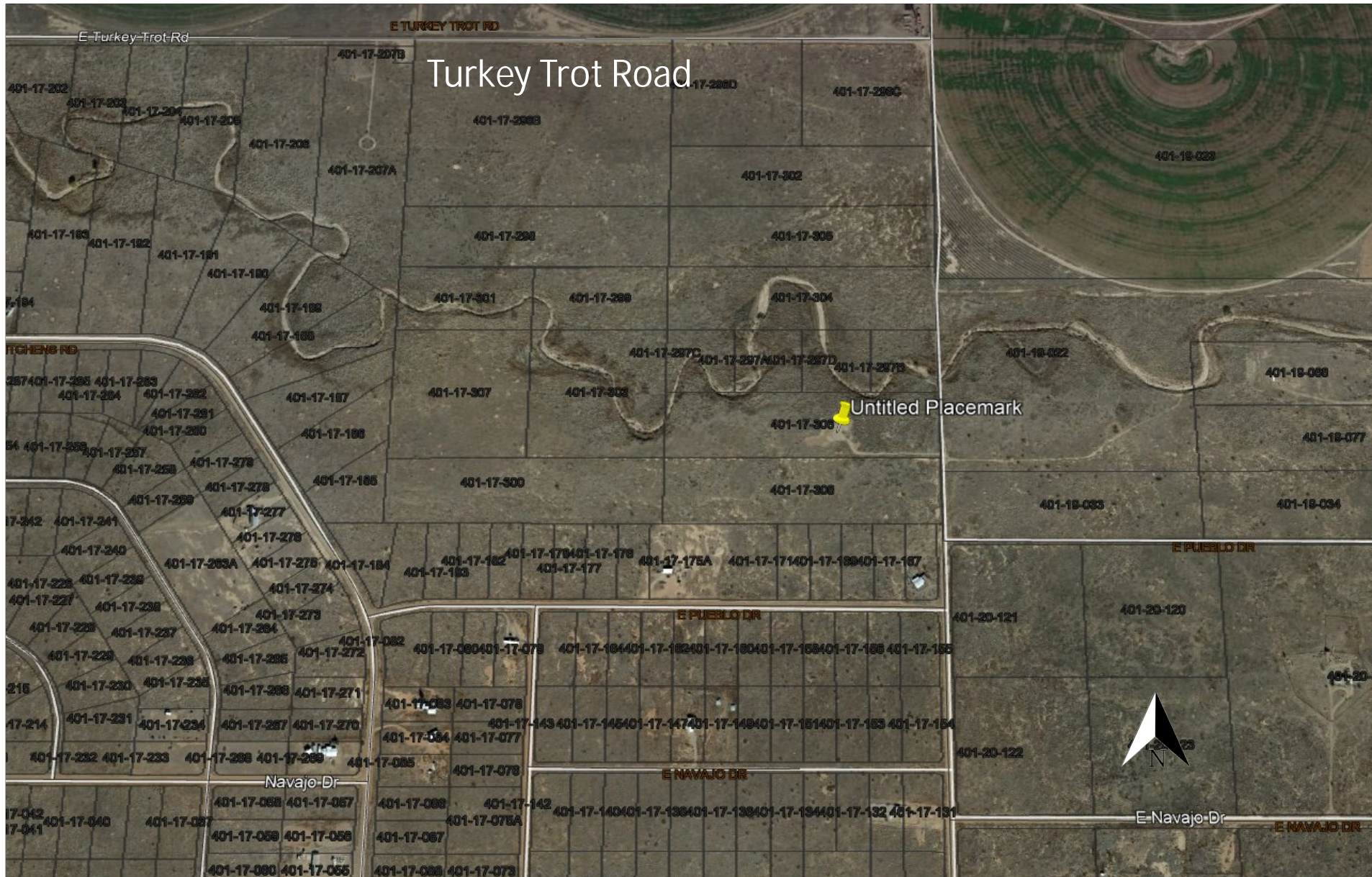
Docket Z-18-08 (Thiels)

- The Applicant is requesting rezoning from R-36 (Residential; one dwelling per 36,000 square feet) to RU-4 (Rural; one dwelling per four acres) on a ten acre site east of Sunizona.
- The parcel, 401-17-306, is located north of the failed Sunizona Acres #3 subdivision. This subdivision is zoned R-36, as the lots are one acre. The applicant's parcel, being nearby, was also zoned R-36 in 1975, despite being 10 acres.
- The request for a rezoning from R-36 to RU-4 is to facilitate use of the Owner Builder Opt-Out program and preserve the open space.
- The Applicant is Daniel Thiels.



COCHISE COUNTY

Location Map:



COCHISE COUNTY

Site Photos:

The site



COCHISE COUNTY

Site Photos:

Access to the site



COCHISE COUNTY

Site Photos:

Another view of the area



COCHISE COUNTY

Factors in Favor and Against 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 a low density of residential development in this area to protect the current character of the neighborhood, and the request would facilitate such a density;
and
3. Five letters of support has been received.

Factors Against Approval

1. Two letters of opposition have been received, citing tax concerns and inability to develop.



COCHISE COUNTY

Planning Commission Action:

On October 10, 2018, the Commission voted 7-0 to recommend Conditional Approval.



COCHISE COUNTY

Discussion:



COCHISE COUNTY

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

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



Regular Board of Supervisors Meeting

Meeting Date: 10/23/2018

Approve Updated Sales from the July 2018 Online Tax Deed Land Auction

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 Arlethe G. Rios

TITLE Clerk of the Board

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Approve the sales of the August 20-31, 2018 Tax Deed Land Auction held online through Public Surplus of parcels listed on Exhibit A and authorize the Clerk to post the remaining unsold properties for sale on an over-the-counter basis (see Exhibit B).

Background:

From August 20-31, 2018, the fourth Online Tax Deed Land Auction was conducted, resulting in property sales of \$48,066.55.

All sold parcel information is on the attached Exhibit A (Parcels Sold). All funds were collected through our vendor Public Surplus and a check from them was sent to the County to deposit with the Treasurer's Office. A listing of the Parcels Sold was also provided to the County Treasurer to update the tax roll.

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

Department's Next Steps (if approved):

Post OTC property list on website.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

n/a

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Exhibit A

Exhibit B

| Rcpt # | Rcpt Date | User | Unit ID | Parcel Number | Legal Description | First Name | Last Name | Sold Amnt | Admin Fee | Total |
|--------|-------------|---------------------|---------|---------------|-------------------------------------|------------|------------|-----------|-----------|----------|
| 184 | Aug 31,2018 | jrtowne | 3 | 20110069 | WINCHESTER ESTATES LOT 341 | Ron | Towne | \$400.00 | \$25.00 | \$425.00 |
| 216 | Sep 06,2018 | jackweb98@yahoo.com | 5 | 20309010 | TWIN LAKES COUNTRY CLUB #9 LOT 5584 | Jack | Weber | \$162.50 | \$25.00 | \$187.50 |
| 200 | Sep 04,2018 | LawrenceO | 9 | 20309014 | TWIN LAKES COUNTRY CLUB #9 LOT 5580 | Oliver G. | Lawrence | \$150.00 | \$25.00 | \$175.00 |
| 196 | Sep 03,2018 | SHPAINT | 10 | 20309015 | TWIN LAKES COUNTRY CLUB #9 LOT 5579 | Stewart R. | Henry | \$150.00 | \$25.00 | \$175.00 |
| 190 | Sep 01,2018 | everydaycarsllc | 11 | 20309016 | TWIN LAKES COUNTRY CLUB #9 LOT 5578 | Krista | Moore | \$150.00 | \$25.00 | \$175.00 |
| 190 | Sep 01,2018 | everydaycarsllc | 12 | 20309017 | TWIN LAKES COUNTRY CLUB #9 LOT 5577 | Krista | Moore | \$150.00 | \$25.00 | \$175.00 |
| 193 | Sep 01,2018 | Success101 | 14 | 20309019 | TWIN LAKES COUNTRY CLUB #9 LOT 5551 | Michael | Alford III | \$150.00 | \$25.00 | \$175.00 |
| 190 | Sep 01,2018 | everydaycarsllc | 15 | 20309020 | TWIN LAKES COUNTRY CLUB #9 LOT 5550 | Krista | Moore | \$150.00 | \$25.00 | \$175.00 |
| 190 | Sep 01,2018 | everydaycarsllc | 16 | 20309021 | TWIN LAKES COUNTRY CLUB #9 LOT 5549 | Krista | Moore | \$150.00 | \$25.00 | \$175.00 |
| 174 | Aug 31,2018 | Buckeye801 | 18 | 20309023 | TWIN LAKES COUNTRY CLUB #9 LOT 5547 | Dan | Martin | \$150.00 | \$25.00 | \$175.00 |
| 190 | Sep 01,2018 | everydaycarsllc | 21 | 20309026 | TWIN LAKES COUNTRY CLUB #9 LOT 5544 | Krista | Moore | \$150.00 | \$25.00 | \$175.00 |
| 190 | Sep 01,2018 | everydaycarsllc | 22 | 20309027 | TWIN LAKES COUNTRY CLUB #9 LOT 5543 | Krista | Moore | \$150.00 | \$25.00 | \$175.00 |
| 174 | Aug 31,2018 | Buckeye801 | 48 | 20309173 | TWIN LAKES COUNTRY CLUB #9 LOT 5476 | Dan | Martin | \$150.00 | \$25.00 | \$175.00 |
| 174 | Aug 31,2018 | Buckeye801 | 49 | 20309174 | TWIN LAKES COUNTRY CLUB #9 LOT 5475 | Dan | Martin | \$150.00 | \$25.00 | \$175.00 |
| 174 | Aug 31,2018 | Buckeye801 | 50 | 20309175 | TWIN LAKES COUNTRY CLUB #9 LOT 5474 | Dan | Martin | \$150.00 | \$25.00 | \$175.00 |
| 211 | Sep 05,2018 | jevansbb@gmail.com | 92 | 20342026 | COCHISE COUNTRY CLUB #3 LOT 1026 | Jesse | Evans | \$150.00 | \$25.00 | \$175.00 |
| 196 | Sep 03,2018 | SHPAINT | 101 | 20342124 | COCHISE COUNTRY CLUB #3 LOT 1124 | Stewart R. | Henry | \$150.00 | \$25.00 | \$175.00 |
| 215 | Sep 05,2018 | Jaelin | 114 | 20350073 | TWIN LAKES COUNTRY CLUB #4 LOT 1380 | Luther | Dawson | \$152.50 | \$25.00 | \$177.50 |
| 178 | Aug 31,2018 | FairPropertyDeal | 115 | 20350122 | TWIN LAKES COUNTRY CLUB #4 LOT 1429 | Edwin H. | Sproat | \$202.50 | \$25.00 | \$227.50 |
| 203 | Sep 04,2018 | sf Ferguson@aol.com | 116 | 20350182 | TWIN LAKES COUNTRY CLUB #4 LOT 1489 | Scott L. | Ferguson | \$207.50 | \$25.00 | \$232.50 |
| 215 | Sep 05,2018 | Jaelin | 117 | 20351001 | TWIN LAKES COUNTRY CLUB #5 LOT 1873 | Luther | Dawson | \$700.00 | \$25.00 | \$725.00 |
| 215 | Sep 05,2018 | Jaelin | 118 | 20351304 | TWIN LAKES COUNTRY CLUB #5 LOT 1700 | Luther | Dawson | \$282.00 | \$25.00 | \$307.00 |
| 192 | Sep 01,2018 | decocq7@gmail.com | 119 | 20351365 | TWIN LAKES COUNTRY CLUB #5 LOT 1807 | Travis R. | DeCocq | \$300.00 | \$25.00 | \$325.00 |

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|-----|-------------|--------------------------|-----|-----------|-------------------------------------|------------|-----------|----------|---------|----------|
| 205 | Sep 04,2018 | winatallcost | 133 | 20420297 | LA PLAYA EST #2 LOT 17 BLK 23 | Steve | Faryabi | \$400.00 | \$25.00 | \$425.00 |
| 205 | Sep 04,2018 | winatallcost | 134 | 20420298 | LA PLAYA EST #2 LOT 18 BLK 23 | Steve | Faryabi | \$400.00 | \$25.00 | \$425.00 |
| 205 | Sep 04,2018 | winatallcost | 135 | 20420299 | LA PLAYA EST #2 LOT 19 BLK 23 | Steve | Faryabi | \$400.00 | \$25.00 | \$425.00 |
| 205 | Sep 04,2018 | winatallcost | 136 | 20420300 | LA PLAYA EST #2 LOT 20 BLK 23 | Steve | Faryabi | \$400.00 | \$25.00 | \$425.00 |
| 205 | Sep 04,2018 | winatallcost | 137 | 20420301 | LA PLAYA EST #2 LOT 21 BLK 23 | Steve | Faryabi | \$400.00 | \$25.00 | \$425.00 |
| 187 | Aug 31,2018 | Tonyescalante5@gmail.com | 138 | 20420488 | FIRST ADD TO LA PLAYA EST #2 LOT 13 | Antonio | Escalante | \$545.00 | \$25.00 | \$570.00 |
| 205 | Sep 04,2018 | winatallcost | 139 | 20420500 | LA PLAYA EST #3 LOT 5 BLK 24 | Steve | Faryabi | \$575.00 | \$25.00 | \$600.00 |
| 205 | Sep 04,2018 | winatallcost | 140 | 20420501 | LA PLAYA EST #3 LOT 6 BLK 24 | Steve | Faryabi | \$575.00 | \$25.00 | \$600.00 |
| 208 | Sep 05,2018 | chapmanje | 141 | 20609062 | AZ SUN SITES #6 LOT 7 BLK 683 | Josh | Chapman | \$338.00 | \$25.00 | \$363.00 |
| 178 | Aug 31,2018 | FairPropertyDeal | 156 | 20704082 | AZ SUN SITES #9 LOT 4 BLK 807 | Edwin H. | Sproat | \$300.00 | \$25.00 | \$325.00 |
| 191 | Sep 01,2018 | truckoff | 164 | 20706001 | AZ SUN SITES #9 LOT 1 BLK 819 | James | Bahr | \$300.00 | \$25.00 | \$325.00 |
| 176 | Aug 31,2018 | vaughn37 | 166 | 20706155 | AZ SUN SITES #9 LOT 15 BLK 826 | Jason | Searle | \$475.00 | \$25.00 | \$500.00 |
| 176 | Aug 31,2018 | vaughn37 | 167 | 20706156 | AZ SUN SITES #9 LOT 16 BLK 826 | Jason | Searle | \$500.00 | \$25.00 | \$525.00 |
| 182 | Aug 31,2018 | Smedley51 | 168 | 20706157 | AZ SUN SITES #9 LOT 17 BLK 826 | Steven R. | Butler | \$356.00 | \$25.00 | \$381.00 |
| 199 | Sep 04,2018 | rsearle | 169 | 20707019 | AZ SUN SITES #10 LOT 1 BLK 974 | Richard | Searle | \$255.00 | \$25.00 | \$280.00 |
| 199 | Sep 04,2018 | rsearle | 186 | 20708018 | AZ SUN SITES #10 LOT 18 BLK 920 | Richard | Searle | \$255.00 | \$25.00 | \$280.00 |
| 176 | Aug 31,2018 | vaughn37 | 206 | 20709211 | AZ SUN SITES #9 LOT 11 BLK 797 | Jason | Searle | \$305.00 | \$25.00 | \$330.00 |
| 176 | Aug 31,2018 | vaughn37 | 207 | 20709212 | AZ SUN SITES #9 LOT 12 BLK 797 | Jason | Searle | \$305.00 | \$25.00 | \$330.00 |
| 187 | Aug 31,2018 | Tonyescalante5@gmail.com | 213 | 20711081 | AZ SUN SITES #10 LOT 9 BLK 952 | Antonio | Escalante | \$250.00 | \$25.00 | \$275.00 |
| 199 | Sep 04,2018 | rsearle | 215 | 20711130 | AZ SUN SITES #10 LOT 10 BLK 954 | Richard | Searle | \$305.00 | \$25.00 | \$330.00 |
| 189 | Aug 31,2018 | Deldean | 251 | 20715194 | AZ SUN SITES #10 LOT 14 BLK 938 | Delbert D. | Vavrina | \$250.00 | \$25.00 | \$275.00 |
| 209 | Sep 05,2018 | wakadoojon | 255 | 30211023M | BOWIE STA TWNSTE LOT 16 BLK 6 | Jon R. | Whitsitt | \$178.50 | \$25.00 | \$203.50 |
| 194 | Sep 02,2018 | Jengcookie | 257 | 30333057 | SAN SIMON LOT 18 BLK 9 | Jennifer | Kreitzer | \$202.50 | \$25.00 | \$227.50 |
| 217 | Sep 08,2018 | jbriseno2003 | 261 | 40141083 | SUN SITES RANCHES #2 LOT 47 | Jose R. | Briseno | \$750.00 | \$25.00 | \$775.00 |

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|-----|-------------|---------------------|-----|-----------|--|------------|-------------|------------|---------|------------|
| 175 | Aug 31,2018 | jtac42 | 273 | 40153172 | SUN SITES RANCHES #3 LOT 60 BLK 35 | John | McCulley | \$3,000.00 | \$25.00 | \$3,025.00 |
| 216 | Sep 06,2018 | jackweb98@yahoo.com | 280 | 40540029D | VALLEY SPRINGS EST #2 W 133.14' OF LOT 29B | Jack | Weber | \$750.00 | \$25.00 | \$775.00 |
| 201 | Sep 04,2018 | LandAcquisition | 281 | 40566208 | CASA ADOBE #2 LOT 14 BLK 57 TOGETHER WITH A POR OF THE E2 OF ABANDONED ALLEY | Steven J. | Butala | \$100.00 | \$25.00 | \$125.00 |
| 201 | Sep 04,2018 | LandAcquisition | 282 | 40566209 | CASA ADOBE #2 LOT 15 BLK 57 TOGETHER WITH A POR OF THE E2 OF ABANDONED ALLEY | Steven J. | Butala | \$100.00 | \$25.00 | \$125.00 |
| 201 | Sep 04,2018 | LandAcquisition | 283 | 40566210 | CASA ADOBE #2 LOT 16 BLK 57 TOGETHER WITH A POR OF THE E2 OF ABANDONED ALLEY | Steven J. | Butala | \$100.00 | \$25.00 | \$125.00 |
| 201 | Sep 04,2018 | LandAcquisition | 284 | 40566211 | CASA ADOBE #2 LOT 17 BLK 57 TOGETHER WITH A POR OF THE E2 OF ABANDONED ALLEY | Steven J. | Butala | \$112.50 | \$25.00 | \$137.50 |
| 201 | Sep 04,2018 | LandAcquisition | 285 | 40566212 | CASA ADOBE #2 LOT 18 BLK 57 TOGETHER WITH A POR OF THE E2 OF ABANDONED ALLEY | Steven J. | Butala | \$112.50 | \$25.00 | \$137.50 |
| 201 | Sep 04,2018 | LandAcquisition | 286 | 40566213 | CASA ADOBE #2 LOT 1 BLK 57 TOGETHER WITH A POR OF THE W2 OF ABANDONED ALLEY | Steven J. | Butala | \$112.50 | \$25.00 | \$137.50 |
| 201 | Sep 04,2018 | LandAcquisition | 287 | 40566214 | CASA ADOBE #2 LOT 2 BLK 57 TOGETHER WITH A POR OF THE W2 OF ABANDONED ALLEY | Steven J. | Butala | \$112.50 | \$25.00 | \$137.50 |
| 201 | Sep 04,2018 | LandAcquisition | 288 | 40566215 | CASA ADOBE #2 LOT 3 BLK 57 TOGETHER WITH A POR OF THE W2 OF ABANDONED ALLEY | Steven J. | Butala | \$100.00 | \$25.00 | \$125.00 |
| 201 | Sep 04,2018 | LandAcquisition | 289 | 40566216 | CASA ADOBE #2 LOT 4 BLK 57 TOGETHER WITH A POR OF THE W2 OF ABANDONED ALLEY | Steven J. | Butala | \$100.00 | \$25.00 | \$125.00 |
| 201 | Sep 04,2018 | LandAcquisition | 290 | 40566217 | CASA ADOBE #2 LOT 5 BLK 57 TOGETHER WITH A POR OF THE W2 OF ABANDONED ALLEY | Steven J. | Butala | \$100.00 | \$25.00 | \$125.00 |
| 198 | Sep 03,2018 | shervan1 | 291 | 40566218 | CASA ADOBE #2 LOT 6 BLK 57 TOGETHER WITH A POR OF THE W2 OF ABANDONED ALLEY | Shervan K. | Shahhian | \$100.00 | \$25.00 | \$125.00 |
| 201 | Sep 04,2018 | LandAcquisition | 292 | 40566219 | CASA ADOBE #2 LOT 7 BLK 57 TOGETHER WITH A POR OF THE W2 OF ABANDONED ALLEY | Steven J. | Butala | \$100.00 | \$25.00 | \$125.00 |
| 201 | Sep 04,2018 | LandAcquisition | 293 | 40566220 | CASA ADOBE #2 LOT 8 BLK 57 TOGETHER WITH A POR OF THE W2 OF ABANDONED ALLEY | Steven J. | Butala | \$100.00 | \$25.00 | \$125.00 |
| 201 | Sep 04,2018 | LandAcquisition | 294 | 40566221 | CASA ADOBE #2 LOT 9 BLK 57 TOGETHER WITH A POR OF THE W2 OF ABANDONED ALLEY | Steven J. | Butala | \$100.00 | \$25.00 | \$125.00 |
| 212 | Sep 05,2018 | rebeccaw565 | 295 | 40567025 | CASA ADOBE #2 LOT 1 BLK 2 TOGETHER WITH A POR OF THE W2 OF ABANDONED ST | Rebecca | Worthington | \$102.50 | \$25.00 | \$127.50 |
| 212 | Sep 05,2018 | rebeccaw565 | 296 | 40567081 | CASA ADOBE #2 LOT 50 BLK 4 | Rebecca | Worthington | \$102.50 | \$25.00 | \$127.50 |
| 212 | Sep 05,2018 | rebeccaw565 | 297 | 40567203 | CASA ADOBE #2 LOT 16 BLK 7 TOGETHER WITH A POR OF THE S2 OF ABANDONED ALLEY | Rebecca | Worthington | \$102.50 | \$25.00 | \$127.50 |
| 212 | Sep 05,2018 | rebeccaw565 | 298 | 40567335 | CASA ADOBE #2 LOT 18 BLK 27 | Rebecca | Worthington | \$102.50 | \$25.00 | \$127.50 |
| 197 | Sep 03,2018 | skylinere | 304 | 40613177 | COCHISE COLLEGE PARK #11 LOT 5303 | Hanne | Inman | \$128.50 | \$25.00 | \$153.50 |
| 197 | Sep 03,2018 | skylinere | 305 | 40613603 | COCHISE COLLEGE PARK #11 LOT 5555 | Hanne | Inman | \$100.00 | \$25.00 | \$125.00 |
| 197 | Sep 03,2018 | skylinere | 306 | 40613644 | COCHISE COLLEGE PARK #11 LOT 5754 | Hanne | Inman | \$100.00 | \$25.00 | \$125.00 |
| 201 | Sep 04,2018 | LandAcquisition | 307 | 40613835 | COCHISE COLLEGE PARK #11 LOT 5089 | Steven J. | Butala | \$150.00 | \$25.00 | \$175.00 |

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|-----|-------------|------------------|-----|----------|----------------------------------|------------|----------|----------|---------|----------|
| 178 | Aug 31,2018 | FairPropertyDeal | 308 | 40622099 | COCHISE COLLEGE PARK #6 LOT 354 | Edwin H. | Sproat | \$224.50 | \$25.00 | \$249.50 |
| 178 | Aug 31,2018 | FairPropertyDeal | 309 | 40622122 | COCHISE COLLEGE PARK #6 LOT 331 | Edwin H. | Sproat | \$224.50 | \$25.00 | \$249.50 |
| 206 | Sep 05,2018 | DCochise | 310 | 40622165 | COCHISE COLLEGE PARK #6 LOT 243 | Didi | Freiman | \$150.00 | \$25.00 | \$175.00 |
| 206 | Sep 05,2018 | DCochise | 311 | 40622225 | COCHISE COLLEGE PARK #6 LOT 296 | Didi | Freiman | \$167.50 | \$25.00 | \$192.50 |
| 201 | Sep 04,2018 | LandAcquisition | 312 | 40622305 | COCHISE COLLEGE PARK #6 LOT 51 | Steven J. | Butala | \$150.00 | \$25.00 | \$175.00 |
| 204 | Sep 04,2018 | jk1964 | 313 | 40622307 | COCHISE COLLEGE PARK #6 LOT 53 | Jason | Kaplan | \$150.00 | \$25.00 | \$175.00 |
| 204 | Sep 04,2018 | jk1964 | 314 | 40622316 | COCHISE COLLEGE PARK #6 LOT 122 | Jason | Kaplan | \$150.00 | \$25.00 | \$175.00 |
| 201 | Sep 04,2018 | LandAcquisition | 315 | 40622319 | COCHISE COLLEGE PARK #6 LOT 125 | Steven J. | Butala | \$150.00 | \$25.00 | \$175.00 |
| 204 | Sep 04,2018 | jk1964 | 316 | 40622357 | COCHISE COLLEGE PARK #6 LOT 94 | Jason | Kaplan | \$155.00 | \$25.00 | \$180.00 |
| 185 | Aug 31,2018 | digib | 317 | 40622467 | COCHISE COLLEGE PARK #6 LOT 1 | Juan M. | Medina | \$255.00 | \$25.00 | \$280.00 |
| 201 | Sep 04,2018 | LandAcquisition | 318 | 40622549 | COCHISE COLLEGE PARK #6 LOT 541 | Steven J. | Butala | \$150.00 | \$25.00 | \$175.00 |
| 206 | Sep 05,2018 | DCochise | 319 | 40623013 | COCHISE COLLEGE PARK #6 LOT 521 | Didi | Freiman | \$150.00 | \$25.00 | \$175.00 |
| 206 | Sep 05,2018 | DCochise | 320 | 40623053 | COCHISE COLLEGE PARK #6 LOT 477 | Didi | Freiman | \$168.05 | \$25.00 | \$193.05 |
| 206 | Sep 05,2018 | DCochise | 321 | 40623056 | COCHISE COLLEGE PARK #6 LOT 480 | Didi | Freiman | \$304.00 | \$25.00 | \$329.00 |
| 206 | Sep 05,2018 | DCochise | 322 | 40623129 | COCHISE COLLEGE PARK #6 LOT 883 | Didi | Freiman | \$208.50 | \$25.00 | \$233.50 |
| 214 | Sep 05,2018 | Tudr7311 | 323 | 40623188 | COCHISE COLLEGE PARK #6 LOT 824 | Robert | Trujillo | \$338.00 | \$25.00 | \$363.00 |
| 206 | Sep 05,2018 | DCochise | 324 | 40623189 | COCHISE COLLEGE PARK #6 LOT 823 | Didi | Freiman | \$255.00 | \$25.00 | \$280.00 |
| 214 | Sep 05,2018 | Tudr7311 | 325 | 40623237 | COCHISE COLLEGE PARK #6 LOT 676 | Robert | Trujillo | \$178.50 | \$25.00 | \$203.50 |
| 214 | Sep 05,2018 | Tudr7311 | 326 | 40623287 | COCHISE COLLEGE PARK #6 LOT 741 | Robert | Trujillo | \$105.00 | \$25.00 | \$130.00 |
| 214 | Sep 05,2018 | Tudr7311 | 327 | 40623288 | COCHISE COLLEGE PARK #6 LOT 740 | Robert | Trujillo | \$178.50 | \$25.00 | \$203.50 |
| 197 | Sep 03,2018 | skylinere | 328 | 40623342 | COCHISE COLLEGE PARK #6 LOT 686 | Hanne | Inman | \$112.50 | \$25.00 | \$137.50 |
| 201 | Sep 04,2018 | LandAcquisition | 331 | 40624002 | COCHISE COLLEGE PARK #7 LOT 1004 | Steven J. | Butala | \$150.00 | \$25.00 | \$175.00 |
| 201 | Sep 04,2018 | LandAcquisition | 332 | 40624180 | COCHISE COLLEGE PARK #7 LOT 1182 | Steven J. | Butala | \$150.00 | \$25.00 | \$175.00 |
| 179 | Aug 31,2018 | conrado1 | 333 | 40624248 | COCHISE COLLEGE PARK #7 LOT 1250 | Conrado C. | Leon | \$150.00 | \$25.00 | \$175.00 |

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|-----|-------------|------------------|-----|----------|----------------------------------|------------|-----------|----------|---------|----------|
| 179 | Aug 31,2018 | conrado1 | 334 | 40624249 | COCHISE COLLEGE PARK #7 LOT 1251 | Conrado C. | Leon | \$150.00 | \$25.00 | \$175.00 |
| 179 | Aug 31,2018 | conrado1 | 335 | 40624250 | COCHISE COLLEGE PARK #7 LOT 1252 | Conrado C. | Leon | \$150.00 | \$25.00 | \$175.00 |
| 201 | Sep 04,2018 | LandAcquisition | 336 | 40624278 | COCHISE COLLEGE PARK #7 LOT 1279 | Steven J. | Butala | \$150.00 | \$25.00 | \$175.00 |
| 197 | Sep 03,2018 | skylinere | 337 | 40624740 | COCHISE COLLEGE PARK #7 LOT 1742 | Hanne | Inman | \$100.00 | \$25.00 | \$125.00 |
| 201 | Sep 04,2018 | LandAcquisition | 338 | 40625237 | COCHISE COLLEGE PARK #8 LOT 2007 | Steven J. | Butala | \$150.00 | \$25.00 | \$175.00 |
| 206 | Sep 05,2018 | DCochise | 339 | 40626171 | COCHISE COLLEGE PARK #9 LOT 3260 | Didi | Freiman | \$208.50 | \$25.00 | \$233.50 |
| 181 | Aug 31,2018 | JENNYP | 340 | 40626177 | COCHISE COLLEGE PARK #9 LOT 3121 | Jenny P. | Criollo | \$290.00 | \$25.00 | \$315.00 |
| 207 | Sep 05,2018 | disa6tro | 341 | 40626334 | COCHISE COLLEGE PARK #9 LOT 2869 | Luis | Kortright | \$150.00 | \$25.00 | \$175.00 |
| 178 | Aug 31,2018 | FairPropertyDeal | 342 | 40626396 | COCHISE COLLEGE PARK #9 LOT 3013 | Edwin H. | Sproat | \$150.00 | \$25.00 | \$175.00 |
| 178 | Aug 31,2018 | FairPropertyDeal | 343 | 40626401 | COCHISE COLLEGE PARK #9 LOT 3018 | Edwin H. | Sproat | \$150.00 | \$25.00 | \$175.00 |
| 206 | Sep 05,2018 | DCochise | 344 | 40626416 | COCHISE COLLEGE PARK #9 LOT 3033 | Didi | Freiman | \$150.00 | \$25.00 | \$175.00 |
| 179 | Aug 31,2018 | conrado1 | 345 | 40626483 | COCHISE COLLEGE PARK #9 LOT 2844 | Conrado C. | Leon | \$150.00 | \$25.00 | \$175.00 |
| 206 | Sep 05,2018 | DCochise | 346 | 40626516 | COCHISE COLLEGE PARK #9 LOT 3149 | Didi | Freiman | \$306.00 | \$25.00 | \$331.00 |
| 197 | Sep 03,2018 | skylinere | 347 | 40627072 | COCHISE COLLEGE PARK #9 LOT 2159 | Hanne | Inman | \$100.00 | \$25.00 | \$125.00 |
| 204 | Sep 04,2018 | jk1964 | 348 | 40627126 | COCHISE COLLEGE PARK #9 LOT 2213 | Jason | Kaplan | \$152.50 | \$25.00 | \$177.50 |
| 204 | Sep 04,2018 | jk1964 | 349 | 40627127 | COCHISE COLLEGE PARK #9 LOT 2214 | Jason | Kaplan | \$107.50 | \$25.00 | \$132.50 |
| 206 | Sep 05,2018 | DCochise | 350 | 40627144 | COCHISE COLLEGE PARK #9 LOT 2231 | Didi | Freiman | \$100.00 | \$25.00 | \$125.00 |
| 206 | Sep 05,2018 | DCochise | 351 | 40627250 | COCHISE COLLEGE PARK #9 LOT 2336 | Didi | Freiman | \$125.00 | \$25.00 | \$150.00 |
| 181 | Aug 31,2018 | JENNYP | 352 | 40627267 | COCHISE COLLEGE PARK #9 LOT 2353 | Jenny P. | Criollo | \$177.50 | \$25.00 | \$202.50 |
| 201 | Sep 04,2018 | LandAcquisition | 353 | 40627394 | COCHISE COLLEGE PARK #9 LOT 2480 | Steven J. | Butala | \$100.00 | \$25.00 | \$125.00 |
| 197 | Sep 03,2018 | skylinere | 354 | 40627495 | COCHISE COLLEGE PARK #9 LOT 2581 | Hanne | Inman | \$100.00 | \$25.00 | \$125.00 |
| 197 | Sep 03,2018 | skylinere | 355 | 40627543 | COCHISE COLLEGE PARK #9 LOT 2629 | Hanne | Inman | \$100.00 | \$25.00 | \$125.00 |
| 206 | Sep 05,2018 | DCochise | 356 | 40627547 | COCHISE COLLEGE PARK #9 LOT 2633 | Didi | Freiman | \$127.50 | \$25.00 | \$152.50 |
| 197 | Sep 03,2018 | skylinere | 357 | 40627576 | COCHISE COLLEGE PARK #9 LOT 2662 | Hanne | Inman | \$100.00 | \$25.00 | \$125.00 |

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|-----|-------------|-----------------|-----|----------|-----------------------------------|------------|--------|----------|---------|----------|
| 197 | Sep 03,2018 | skylinere | 358 | 40627586 | COCHISE COLLEGE PARK #9 LOT 2672 | Hanne | Inman | \$125.00 | \$25.00 | \$150.00 |
| 204 | Sep 04,2018 | jk1964 | 359 | 40627679 | COCHISE COLLEGE PARK #9 LOT 2765 | Jason | Kaplan | \$100.00 | \$25.00 | \$125.00 |
| 201 | Sep 04,2018 | LandAcquisition | 360 | 40628011 | COCHISE COLLEGE PARK #10 LOT 4227 | Steven J. | Butala | \$125.00 | \$25.00 | \$150.00 |
| 201 | Sep 04,2018 | LandAcquisition | 361 | 40628017 | COCHISE COLLEGE PARK #10 LOT 4211 | Steven J. | Butala | \$110.50 | \$25.00 | \$135.50 |
| 201 | Sep 04,2018 | LandAcquisition | 362 | 40628027 | COCHISE COLLEGE PARK #10 LOT 4234 | Steven J. | Butala | \$125.00 | \$25.00 | \$150.00 |
| 202 | Sep 04,2018 | LandAcquisition | 363 | 40628029 | COCHISE COLLEGE PARK #10 LOT 4232 | Steven J. | Butala | \$110.50 | \$25.00 | \$135.50 |
| 204 | Sep 04,2018 | jk1964 | 364 | 40628075 | COCHISE COLLEGE PARK #10 LOT 4267 | Jason | Kaplan | \$107.50 | \$25.00 | \$132.50 |
| 204 | Sep 04,2018 | jk1964 | 365 | 40628123 | COCHISE COLLEGE PARK #10 LOT 4167 | Jason | Kaplan | \$179.50 | \$25.00 | \$204.50 |
| 204 | Sep 04,2018 | jk1964 | 366 | 40628129 | COCHISE COLLEGE PARK #10 LOT 4279 | Jason | Kaplan | \$125.00 | \$25.00 | \$150.00 |
| 204 | Sep 04,2018 | jk1964 | 367 | 40628130 | COCHISE COLLEGE PARK #10 LOT 4278 | Jason | Kaplan | \$100.00 | \$25.00 | \$125.00 |
| 204 | Sep 04,2018 | jk1964 | 368 | 40628135 | COCHISE COLLEGE PARK #10 LOT 4273 | Jason | Kaplan | \$122.50 | \$25.00 | \$147.50 |
| 202 | Sep 04,2018 | LandAcquisition | 369 | 40628206 | COCHISE COLLEGE PARK #10 LOT 4311 | Steven J. | Butala | \$105.00 | \$25.00 | \$130.00 |
| 202 | Sep 04,2018 | LandAcquisition | 370 | 40628240 | COCHISE COLLEGE PARK #10 LOT 4338 | Steven J. | Butala | \$110.50 | \$25.00 | \$135.50 |
| 202 | Sep 04,2018 | LandAcquisition | 371 | 40628254 | COCHISE COLLEGE PARK #10 LOT 4397 | Steven J. | Butala | \$110.50 | \$25.00 | \$135.50 |
| 202 | Sep 04,2018 | LandAcquisition | 372 | 40628269 | COCHISE COLLEGE PARK #10 LOT 4412 | Steven J. | Butala | \$110.50 | \$25.00 | \$135.50 |
| 204 | Sep 04,2018 | jk1964 | 373 | 40628299 | COCHISE COLLEGE PARK #10 LOT 4493 | Jason | Kaplan | \$152.50 | \$25.00 | \$177.50 |
| 204 | Sep 04,2018 | jk1964 | 374 | 40628300 | COCHISE COLLEGE PARK #10 LOT 4492 | Jason | Kaplan | \$152.50 | \$25.00 | \$177.50 |
| 204 | Sep 04,2018 | jk1964 | 375 | 40628301 | COCHISE COLLEGE PARK #10 LOT 4491 | Jason | Kaplan | \$122.50 | \$25.00 | \$147.50 |
| 179 | Aug 31,2018 | conrado1 | 376 | 40628335 | COCHISE COLLEGE PARK #10 LOT 4457 | Conrado C. | Leon | \$120.00 | \$25.00 | \$145.00 |
| 179 | Aug 31,2018 | conrado1 | 377 | 40628348 | COCHISE COLLEGE PARK #10 LOT 4444 | Conrado C. | Leon | \$125.00 | \$25.00 | \$150.00 |
| 202 | Sep 04,2018 | LandAcquisition | 378 | 40628419 | COCHISE COLLEGE PARK #10 LOT 4040 | Steven J. | Butala | \$110.50 | \$25.00 | \$135.50 |
| 204 | Sep 04,2018 | jk1964 | 379 | 40628466 | COCHISE COLLEGE PARK #10 LOT 4087 | Jason | Kaplan | \$125.00 | \$25.00 | \$150.00 |
| 204 | Sep 04,2018 | jk1964 | 380 | 40628467 | COCHISE COLLEGE PARK #10 LOT 4088 | Jason | Kaplan | \$120.00 | \$25.00 | \$145.00 |
| 204 | Sep 04,2018 | jk1964 | 381 | 40628469 | COCHISE COLLEGE PARK #10 LOT 4090 | Jason | Kaplan | \$100.00 | \$25.00 | \$125.00 |

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|-----|-------------|-----------------|-----|----------|----------------------------------|-----------|---------|----------|---------|----------|
| 204 | Sep 04,2018 | jk1964 | 399 | 40772076 | COCHISE COLLEGE EST #2 LOT 472 | Jason | Kaplan | \$250.00 | \$25.00 | \$275.00 |
| 213 | Sep 05,2018 | jk1964 | 400 | 40772077 | COCHISE COLLEGE EST #2 LOT 471 | Jason | Kaplan | \$202.50 | \$25.00 | \$227.50 |
| 206 | Sep 05,2018 | DCochise | 401 | 40772310 | COCHISE COLLEGE EST #2 LOT 408 | Didi | Freiman | \$222.50 | \$25.00 | \$247.50 |
| 202 | Sep 04,2018 | LandAcquisition | 402 | 40772479 | COCHISE COLLEGE EST #2 LOT 869 | Steven J. | Butala | \$150.00 | \$25.00 | \$175.00 |
| 202 | Sep 04,2018 | LandAcquisition | 403 | 40772481 | COCHISE COLLEGE EST #2 LOT 867 | Steven J. | Butala | \$150.00 | \$25.00 | \$175.00 |
| 204 | Sep 04,2018 | jk1964 | 404 | 40773061 | COCHISE COLLEGE PARK LOT 799 | Jason | Kaplan | \$255.00 | \$25.00 | \$280.00 |
| 202 | Sep 04,2018 | LandAcquisition | 405 | 40773075 | COCHISE COLLEGE PARK LOT 772 | Steven J. | Butala | \$150.00 | \$25.00 | \$175.00 |
| 210 | Sep 05,2018 | Tftic | 406 | 40773091 | COCHISE COLLEGE PARK LOT 808 | Laura | Smith | \$255.00 | \$25.00 | \$280.00 |
| 206 | Sep 05,2018 | DCochise | 407 | 40773391 | COCHISE COLLEGE PARK LOT 627 | Didi | Freiman | \$150.00 | \$25.00 | \$175.00 |
| 204 | Sep 04,2018 | jk1964 | 408 | 40774317 | COCHISE COLLEGE PARK LOT 398 | Jason | Kaplan | \$260.00 | \$25.00 | \$285.00 |
| 219 | Sep 10,2018 | friendka | 409 | 40774391 | COCHISE COLLEGE PARK LOT 471 | Kim | Friend | \$200.00 | \$25.00 | \$225.00 |
| 202 | Sep 04,2018 | LandAcquisition | 410 | 40775051 | COCHISE COLLEGE PARK #2 LOT 1019 | Steven J. | Butala | \$150.00 | \$25.00 | \$175.00 |
| 217 | Sep 08,2018 | jbriseno2003 | 411 | 40775091 | COCHISE COLLEGE PARK #2 LOT 836 | Jose R. | Briseno | \$255.00 | \$25.00 | \$280.00 |
| 213 | Sep 05,2018 | jk1964 | 412 | 40775155 | COCHISE COLLEGE PARK #2 LOT 938 | Jason | Kaplan | \$150.00 | \$25.00 | \$175.00 |
| 202 | Sep 04,2018 | LandAcquisition | 413 | 40775176 | COCHISE COLLEGE PARK #2 LOT 1000 | Steven J. | Butala | \$150.00 | \$25.00 | \$175.00 |
| 202 | Sep 04,2018 | LandAcquisition | 414 | 40776049 | COCHISE COLLEGE PARK #2 LOT 1201 | Steven J. | Butala | \$150.00 | \$25.00 | \$175.00 |
| 202 | Sep 04,2018 | LandAcquisition | 415 | 40776280 | COCHISE COLLEGE PARK #2 LOT 1268 | Steven J. | Butala | \$150.00 | \$25.00 | \$175.00 |
| 213 | Sep 05,2018 | jk1964 | 416 | 40777031 | COCHISE COLLEGE EST LOT 43 | Jason | Kaplan | \$150.00 | \$25.00 | \$175.00 |
| 217 | Sep 08,2018 | jbriseno2003 | 417 | 40777090 | COCHISE COLLEGE EST LOT 154 | Jose R. | Briseno | \$200.00 | \$25.00 | \$225.00 |
| 202 | Sep 04,2018 | LandAcquisition | 418 | 40777199 | COCHISE COLLEGE EST LOT 355 | Steven J. | Butala | \$150.00 | \$25.00 | \$175.00 |
| 202 | Sep 04,2018 | LandAcquisition | 419 | 40777300 | COCHISE COLLEGE EST LOT 285 | Steven J. | Butala | \$150.00 | \$25.00 | \$175.00 |
| 202 | Sep 04,2018 | LandAcquisition | 420 | 40777313 | COCHISE COLLEGE EST LOT 287 | Steven J. | Butala | \$150.00 | \$25.00 | \$175.00 |
| 217 | Sep 08,2018 | jbriseno2003 | 421 | 40777355 | COCHISE COLLEGE EST LOT 183 | Jose R. | Briseno | \$202.50 | \$25.00 | \$227.50 |
| 195 | Sep 03,2018 | maxmiller36 | 422 | 40778014 | COCHISE COLLEGE PARK #3 LOT 995 | Max R. | Miller | \$222.50 | \$25.00 | \$247.50 |

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|-----|-------------|---------------------|-----|----------|----------------------------------|------------|----------|----------|---------|----------|
| 195 | Sep 03,2018 | maxmiller36 | 423 | 40778015 | COCHISE COLLEGE PARK #3 LOT 996 | Max R. | Miller | \$222.50 | \$25.00 | \$247.50 |
| 213 | Sep 05,2018 | jk1964 | 424 | 40778106 | COCHISE COLLEGE PARK #3 LOT 1080 | Jason | Kaplan | \$202.50 | \$25.00 | \$227.50 |
| 213 | Sep 05,2018 | jk1964 | 425 | 40778107 | COCHISE COLLEGE PARK #3 LOT 1079 | Jason | Kaplan | \$202.50 | \$25.00 | \$227.50 |
| 213 | Sep 05,2018 | jk1964 | 426 | 40778109 | COCHISE COLLEGE PARK #3 LOT 1077 | Jason | Kaplan | \$153.50 | \$25.00 | \$178.50 |
| 206 | Sep 05,2018 | DCochise | 427 | 40778117 | COCHISE COLLEGE PARK #3 LOT 1069 | Didi | Freiman | \$150.00 | \$25.00 | \$175.00 |
| 180 | Aug 31,2018 | Sanchezproperty2020 | 428 | 40778235 | COCHISE COLLEGE PARK #3 LOT 1251 | Javier V. | Sanchez | \$355.00 | \$25.00 | \$380.00 |
| 206 | Sep 05,2018 | DCochise | 429 | 40778245 | COCHISE COLLEGE PARK #3 LOT 1261 | Didi | Freiman | \$246.50 | \$25.00 | \$271.50 |
| 213 | Sep 05,2018 | jk1964 | 430 | 40779025 | LA COSTA EST LOT 25 | Jason | Kaplan | \$200.00 | \$25.00 | \$225.00 |
| 213 | Sep 05,2018 | jk1964 | 431 | 40779036 | LA COSTA EST LOT 36 | Jason | Kaplan | \$200.00 | \$25.00 | \$225.00 |
| 179 | Aug 31,2018 | conrado1 | 435 | 40779141 | LA COSTA EST LOT 175 | Conrado C. | Leon | \$200.00 | \$25.00 | \$225.00 |
| 179 | Aug 31,2018 | conrado1 | 436 | 40779142 | LA COSTA EST LOT 176 | Conrado C. | Leon | \$200.00 | \$25.00 | \$225.00 |
| 179 | Aug 31,2018 | conrado1 | 441 | 40780020 | LA COSTA EST LOT 421 | Conrado C. | Leon | \$200.00 | \$25.00 | \$225.00 |
| 179 | Aug 31,2018 | conrado1 | 442 | 40780021 | LA COSTA EST LOT 422 | Conrado C. | Leon | \$200.00 | \$25.00 | \$225.00 |
| 218 | Sep 09,2018 | DCochise | 445 | 40780124 | LA COSTA EST LOT 563 | Didi | Freiman | \$225.00 | \$25.00 | \$250.00 |
| 218 | Sep 09,2018 | DCochise | 446 | 40780125 | LA COSTA EST LOT 564 | Didi | Freiman | \$225.00 | \$25.00 | \$250.00 |
| 186 | Aug 31,2018 | Sanchezproperty2020 | 447 | 40780226 | LA COSTA EST LOT 664 | Javier V. | Sanchez | \$355.00 | \$25.00 | \$380.00 |
| 213 | Sep 05,2018 | jk1964 | 448 | 40780236 | LA COSTA EST LOT 674 | Jason | Kaplan | \$200.00 | \$25.00 | \$225.00 |
| 213 | Sep 05,2018 | jk1964 | 449 | 40780259 | LA COSTA EST LOT 731 | Jason | Kaplan | \$200.00 | \$25.00 | \$225.00 |
| 213 | Sep 05,2018 | jk1964 | 450 | 40780260 | LA COSTA EST LOT 732 | Jason | Kaplan | \$200.00 | \$25.00 | \$225.00 |
| 213 | Sep 05,2018 | jk1964 | 451 | 40780261 | LA COSTA EST LOT 733 | Jason | Kaplan | \$200.00 | \$25.00 | \$225.00 |
| 180 | Aug 31,2018 | Sanchezproperty2020 | 452 | 40780283 | LA COSTA EST LOT 755 | Javier V. | Sanchez | \$200.00 | \$25.00 | \$225.00 |
| 213 | Sep 05,2018 | jk1964 | 453 | 40780450 | LA COSTA EST LOT 824 | Jason | Kaplan | \$200.00 | \$25.00 | \$225.00 |
| 179 | Aug 31,2018 | conrado1 | 454 | 40780465 | LA COSTA EST LOT 873 | Conrado C. | Leon | \$200.00 | \$25.00 | \$225.00 |
| 177 | Aug 31,2018 | marktwin | 456 | 40782044 | LA COSTA EST PLAT B LOT 1046 | Robert N. | Constant | \$200.00 | \$25.00 | \$225.00 |

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|-----|-------------|--------------------------|-----|----------|------------------------------|------------|---------|--------------------|-------------------|--------------------|
| 179 | Aug 31,2018 | conrado1 | 457 | 40782047 | LA COSTA EST PLAT B LOT 1049 | Conrado C. | Leon | \$200.00 | \$25.00 | \$225.00 |
| 179 | Aug 31,2018 | conrado1 | 458 | 40782048 | LA COSTA EST PLAT B LOT 1050 | Conrado C. | Leon | \$200.00 | \$25.00 | \$225.00 |
| 179 | Aug 31,2018 | conrado1 | 459 | 40782049 | LA COSTA EST PLAT B LOT 1051 | Conrado C. | Leon | \$200.00 | \$25.00 | \$225.00 |
| 183 | Aug 31,2018 | Sanchezpropert ty2020 | 460 | 40782104 | LA COSTA EST PLAT B LOT 1136 | Javier V. | Sanchez | \$208.50 | \$25.00 | \$233.50 |
| 183 | Aug 31,2018 | Sanchezpropert ty2020 | 461 | 40782105 | LA COSTA EST PLAT B LOT 1135 | Javier V. | Sanchez | \$266.00 | \$25.00 | \$291.00 |
| 188 | Aug 31,2018 | Sanchezpropert ty2020 | 462 | 40782106 | LA COSTA EST PLAT B LOT 1134 | Javier V. | Sanchez | \$300.00 | \$25.00 | \$325.00 |
| 213 | Sep 05,2018 | jk1964 | 466 | 40782206 | LA COSTA EST PLAT B LOT 1007 | Jason | Kaplan | \$200.00 | \$25.00 | \$225.00 |
| 213 | Sep 05,2018 | jk1964 | 467 | 40782207 | LA COSTA EST PLAT B LOT 1009 | Jason | Kaplan | \$200.00 | \$25.00 | \$225.00 |
| 213 | Sep 05,2018 | jk1964 | 468 | 40782208 | LA COSTA EST PLAT B LOT 1010 | Jason | Kaplan | \$200.00 | \$25.00 | \$225.00 |
| 213 | Sep 05,2018 | jk1964 | 469 | 40782209 | LA COSTA EST PLAT B LOT 1011 | Jason | Kaplan | \$200.00 | \$25.00 | \$225.00 |
| 204 | Sep 04,2018 | jk1964 | 470 | 40782210 | LA COSTA EST PLAT B LOT 1012 | Jason | Kaplan | \$200.00 | \$25.00 | \$225.00 |
| 206 | Sep 05,2018 | DCochise | 471 | 40782213 | LA COSTA EST PLAT B LOT 1015 | Didi | Freiman | \$200.00 | \$25.00 | \$225.00 |
| 206 | Sep 05,2018 | DCochise | 472 | 40782216 | LA COSTA EST PLAT B LOT 1018 | Didi | Freiman | \$200.00 | \$25.00 | \$225.00 |
| | | | | | | | | \$42,966.55 | \$5,100.00 | \$48,066.55 |

| UnitID | Parcel |
|--------|----------|
| 1 | 10332004 |
| 2 | 10671180 |
| 4 | 20245047 |
| 6 | 20309011 |
| 7 | 20309012 |
| 8 | 20309013 |
| 13 | 20309018 |
| 17 | 20309022 |
| 19 | 20309024 |
| 20 | 20309025 |
| 23 | 20309128 |
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| 42 | 20309162 |
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| 45 | 20309170 |
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| 51 | 20309176 |
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| 53 | 20309229 |
| 54 | 20309230 |
| 55 | 20309231 |
| 56 | 20309232 |
| 57 | 20309233 |
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| 59 | 20309437 |
| 60 | 20309438 |
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| 76 | 20309588 |
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| 78 | 20309590 |
| 79 | 20309591 |
| 80 | 20314034 |
| 81 | 20314045 |
| 82 | 20314046 |
| 83 | 20314047 |
| 84 | 20314048 |
| 85 | 20314140 |
| 86 | 20314141 |
| 87 | 20314142 |
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| 89 | 20314144 |
| 90 | 20314145 |
| 91 | 20314146 |
| 93 | 20342110 |
| 94 | 20342113 |
| 95 | 20342114 |
| 96 | 20342115 |
| 97 | 20342118 |

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| 99 | 20342121 |
| 100 | 20342123 |
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| 112 | 20342137 |
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| 120 | 20416007 |
| 121 | 20416245 |
| 122 | 20416272 |
| 123 | 20416322 |
| 124 | 20416480 |
| 125 | 20420033 |
| 126 | 20420098 |
| 127 | 20420099 |
| 128 | 20420163 |
| 129 | 20420188 |
| 130 | 20420193 |
| 131 | 20420255 |
| 132 | 20420258 |
| 142 | 20609315 |
| 143 | 20702005 |
| 144 | 20702017 |
| 145 | 20702059 |

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| 146 | 20702060 |
| 147 | 20702108 |
| 148 | 20702109 |
| 149 | 20702127 |
| 150 | 20702183 |
| 151 | 20702184 |
| 152 | 20702232 |
| 153 | 20702237 |
| 154 | 20702238 |
| 155 | 20702239 |
| 157 | 20704118 |
| 158 | 20704125 |
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| 165 | 20706047 |
| 170 | 20707020 |
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| 172 | 20707111 |
| 173 | 20707164 |

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| 174 | 20707168 |
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| 176 | 20707192 |
| 177 | 20707201 |
| 178 | 20707202 |
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| 181 | 20707223 |
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| 183 | 20708005 |
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| 185 | 20708017 |
| 187 | 20708032 |
| 188 | 20708041 |
| 189 | 20708062 |

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| 191 | 20708112 |
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| 194 | 20709016 |
| 195 | 20709031 |
| 196 | 20709032 |
| 197 | 20709066 |
| 198 | 20709074 |
| 199 | 20709075 |
| 200 | 20709159 |
| 201 | 20709171 |
| 202 | 20709175 |
| 203 | 20709195 |
| 204 | 20709196 |
| 205 | 20709197 |
| 208 | 20709246 |
| 209 | 20709300 |
| 210 | 20711002 |
| 211 | 20711023 |

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| 212 | 20711080 |
| 214 | 20711082 |
| 216 | 20711189 |
| 217 | 20711205 |
| 218 | 20711206 |
| 219 | 20711207 |
| 220 | 20711251 |
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| 228 | 20713075 |
| 229 | 20713102 |
| 230 | 20713129 |
| 231 | 20713131 |
| 232 | 20713180 |

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| 233 | 20713212 |
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| 235 | 20713252 |
| 236 | 20713291 |
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| 238 | 20713335 |
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| 242 | 20715031 |
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| 250 | 20715177 |
| 252 | 20715219 |
| 253 | 20715222 |
| 254 | 20715239 |
| 256 | 30333038 |
| 258 | 30333163 |
| 259 | 30333343A |

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| 260 | 40121355 |
| 262 | 40141154 |
| 263 | 40141185 |
| 264 | 40141195 |
| 265 | 40141227 |
| 266 | 40141282 |
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| 268 | 40153022 |
| 269 | 40153031 |
| 270 | 40153032 |
| 271 | 40153064 |
| 272 | 40153089 |
| 274 | 40444075 |
| 275 | 40444078 |
| 276 | 40444079 |
| 277 | 40444113 |
| 278 | 40444119 |
| 279 | 40444128 |
| 299 | 40568051 |
| 300 | 40568052 |
| 301 | 40568055 |
| 302 | 40568056 |

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| 303 | 40568057 |
| 329 | 40623417 |
| 330 | 40623418 |
| 382 | 40629353 |
| 383 | 40629460 |
| 384 | 40629461 |
| 385 | 40629501 |
| 386 | 40629502 |
| 387 | 40629503 |
| 388 | 40629504 |
| 389 | 40629505 |
| 390 | 40629506 |
| 391 | 40629507 |
| 392 | 40629508 |
| 393 | 40629509 |
| 394 | 40629516 |
| 395 | 40629610 |
| 396 | 40629611 |
| 397 | 40629612 |
| 398 | 40733001Q |
| 432 | 40779076 |
| 433 | 40779090 |
| 434 | 40779134 |
| 437 | 40779149 |
| 438 | 40779260 |
| 439 | 40779313 |

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|-----|----------|
| 440 | 40779314 |
| 443 | 40780023 |
| 444 | 40780031 |
| 455 | 40782021 |
| 463 | 40782188 |
| 464 | 40782190 |
| 465 | 40782196 |
| 473 | 40908077 |
| 474 | 40928016 |

| Legal Description | Acres |
|---|-------|
| BIG SKY RANCHES LOT 4 BK6 PG11 A&B SEC 27 22 25 38.01AC | 38.01 |
| SECOND ADDN TO FRY LOT 24 BLK 13 AFFIXED/1991 - 1982 HILLCREST 14X64 #02760290R | 0.193 |
| ARIZONA BELL RANCH #2 LOT 45 | 1.02 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5583 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5582 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5581 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5576 | 0.26 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5548 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5546 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5545 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5491 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5490 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5489 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5488 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5487 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5506 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5505 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5504 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5503 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5502 | 0.24 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5516 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5515 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5514 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5513 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5512 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5521 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5520 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5519 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5518 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5517 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5481 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5480 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5479 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5478 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5477 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5473 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5472 | 0.25 |

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| TWIN LAKES COUNTRY CLUB #9 LOT 5046 | 0.33 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5047 | 0.31 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5008 | 0.24 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5009 | 0.24 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5010 | 0.24 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5011 | 0.27 |
| TWIN LAKES COUNTRY CLUB #9 LOT 4954 | 0.34 |
| TWIN LAKES COUNTRY CLUB #9 LOT 4953 | 0.34 |
| TWIN LAKES COUNTRY CLUB #9 LOT 4975 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 4974 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 4973 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 4972 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 4971 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 4970 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5290 | 0.28 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5291 | 0.28 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5292 | 0.28 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5293 | 0.28 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5294 | 0.29 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5295 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5296 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5297 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5298 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5306 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5307 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5308 | 0.25 |
| TWIN LAKES COUNTRY CLUB #9 LOT 5309 | 0.25 |
| TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5617 | 2.23 |
| TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5618 | 2.21 |
| TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5619 | 2.22 |
| TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5620 | 2.21 |
| TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5621 | 2.21 |
| TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5751 | 2.2 |
| TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5750 | 2.2 |
| TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5749 | 2.2 |
| TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5764 | 2.2 |
| TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5763 | 2.2 |
| TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5762 | 2.2 |
| TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5761 | 2.2 |
| COCHISE COUNTRY CLUB #3 LOT 1110 | 0.19 |
| COCHISE COUNTRY CLUB #3 LOT 1113 | 0.19 |
| COCHISE COUNTRY CLUB #3 LOT 1114 | 0.19 |
| COCHISE COUNTRY CLUB #3 LOT 1115 | 0.19 |
| COCHISE COUNTRY CLUB #3 LOT 1118 | 0.19 |

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| COCHISE COUNTRY CLUB #3 LOT 1120 | 0.19 |
| COCHISE COUNTRY CLUB #3 LOT 1121 | 0.17 |
| COCHISE COUNTRY CLUB #3 LOT 1123 | 0.16 |
| COCHISE COUNTRY CLUB #3 LOT 1125 | 0.14 |
| COCHISE COUNTRY CLUB #3 LOT 1126 | 0.14 |
| COCHISE COUNTRY CLUB #3 LOT 1127 | 0.14 |
| COCHISE COUNTRY CLUB #3 LOT 1128 | 0.14 |
| COCHISE COUNTRY CLUB #3 LOT 1129 | 0.14 |
| COCHISE COUNTRY CLUB #3 LOT 1130 | 0.14 |
| COCHISE COUNTRY CLUB #3 LOT 1131 | 0.14 |
| COCHISE COUNTRY CLUB #3 LOT 1133 | 0.14 |
| COCHISE COUNTRY CLUB #3 LOT 1135 | 0.14 |
| COCHISE COUNTRY CLUB #3 LOT 1136 | 0.14 |
| COCHISE COUNTRY CLUB #3 LOT 1137 | 0.14 |
| COCHISE COUNTRY CLUB #3 LOT 1139 | 0.14 |
| LA PLAYA EST #1 LOT 7 BLK 1 | 0.37 |
| LA PLAYA EST #1 LOT 27 BLK 11 | 0.37 |
| LA PLAYA EST #1 LOT 22 BLK 12 | 0.39 |
| LA PLAYA EST #1 LOT 28 BLK 13 | 0.37 |
| LA PLAYA EST #1 RESUB OF LOT 1 LOT 13 BLK 10 | 0.27 |
| LA PLAYA EST #2 LOT 25 BLK 17 | 0.48 |
| LA PLAYA EST #2 LOT 16 BLK 20 | 0.37 |
| LA PLAYA EST #2 LOT 17 BLK 20 | 0.37 |
| LA PLAYA EST #2 LOT 30 BLK 21 | 0.37 |
| LA PLAYA EST #2 LOT 55 BLK 21 | 0.37 |
| LA PLAYA EST #2 LOT 60 BLK 21 | 0.39 |
| LA PLAYA EST #2 LOT 31 BLK 22 | 0.37 |
| LA PLAYA EST #2 LOT 34 BLK 22 | 0.37 |
| AZ SUN SITES #6 LOT 20 BLK 695 | 0.85 |
| AZ SUN SITES #9 LOT 5 BLK 771 | 0.87 |
| AZ SUN SITES #9 LOT 17 BLK 771 | 0.86 |
| AZ SUN SITES #9 LOT 19 BLK 773 | 0.86 |

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| AZ SUN SITES #9 LOT 20 BLK 773 | 0.86 |
| AZ SUN SITES #9 LOT 8 BLK 776 | 0.86 |
| AZ SUN SITES #9 LOT 9 BLK 776 | 0.86 |
| AZ SUN SITES #9 LOT 7 BLK 777 | 0.86 |
| AZ SUN SITES #9 LOT 3 BLK 780 | 0.86 |
| AZ SUN SITES #9 LOT 4 BLK 780 | 0.86 |
| AZ SUN SITES #9 LOT 12 BLK 782 | 0.86 |
| AZ SUN SITES #9 LOT 17 BLK 782 | 0.86 |
| AZ SUN SITES #9 LOT 18 BLK 782 | 0.86 |
| AZ SUN SITES #9 LOT 19 BLK 782 | 0.86 |
| AZ SUN SITES #9 LOT 2 BLK 809 | 0.85 |
| AZ SUN SITES #9 LOT 9 BLK 809 | 0.85 |
| AZ SUN SITES #9 LOT 13 BLK 811 | 0.85 |
| AZ SUN SITES #9 LOT 14 BLK 812 | 0.85 |
| AZ SUN SITES #9 LOT 2 BLK 817 | 0.85 |
| AZ SUN SITES #9 LOT 3 BLK 817 | 0.85 |
| AZ SUN SITES #9 LOT 4 BLK 817 | 0.85 |
| AZ SUN SITES #9 LOT 7 BLK 821 | 0.85 |
| AZ SUN SITES #10 LOT 2 BLK 974 | 0.52 |
| AZ SUN SITES #10 LOT 3 BLK 977 | 0.51 |
| AZ SUN SITES #10 LOT 13 BLK 978 | 0.51 |
| AZ SUN SITES #10 LOT 4 BLK 981 | 0.51 |

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| AZ SUN SITES #10 LOT 8 BLK 981 | 0.51 |
| AZ SUN SITES #10 LOT 5 BLK 982 | 0.51 |
| AZ SUN SITES #10 LOT 14 BLK 982 | 0.51 |
| AZ SUN SITES #10 LOT 1 BLK 983 | 0.51 |
| AZ SUN SITES #10 LOT 2 BLK 983 | 0.51 |
| AZ SUN SITES #10 LOT 21 BLK 983 | 0.51 |
| AZ SUN SITES #10 LOT 22 BLK 983 | 0.51 |
| AZ SUN SITES #10 LOT 1 BLK 984 | 0.51 |
| AZ SUN SITES #10 LOT 2 BLK 984 | 0.51 |
| AZ SUN SITES #10 LOT 5 BLK 920 | 0.51 |
| AZ SUN SITES #10 LOT 16 BLK 920 | 0.51 |
| AZ SUN SITES #10 LOT 17 BLK 920 | 0.51 |
| AZ SUN SITES #10 LOT 14 BLK 929 | 0.51 |
| AZ SUN SITES #10 LOT 5 BLK 932 | 0.51 |
| AZ SUN SITES #10 LOT 8 BLK 939 | 0.52 |

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| AZ SUN SITES #10 LOT 16 BLK 947 | 0.52 |
| AZ SUN SITES #10 LOT 4 BLK 948 | 0.52 |
| AZ SUN SITES #10 LOT 11 BLK 931 | 0.51 |
| AZ SUN SITES #10 LOT 12 BLK 931 | 0.53 |
| AZ SUN SITES #9 LOT 16 BLK 787 | 0.86 |
| AZ SUN SITES #9 LOT 11 BLK 788 | 0.86 |
| AZ SUN SITES #9 LOT 12 BLK 788 | 0.86 |
| AZ SUN SITES #9 LOT 6 BLK 790 | 0.86 |
| AZ SUN SITES #9 LOT 14 BLK 790 | 0.86 |
| AZ SUN SITES #9 LOT 15 BLK 790 | 0.86 |
| AZ SUN SITES #9 LOT 19 BLK 794 | 0.86 |
| AZ SUN SITES #9 LOT 11 BLK 795 | 0.86 |
| AZ SUN SITES #9 LOT 15 BLK 795 | 0.86 |
| AZ SUN SITES #9 LOT 15 BLK 796 | 0.86 |
| AZ SUN SITES #9 LOT 16 BLK 796 | 0.86 |
| AZ SUN SITES #9 LOT 17 BLK 796 | 0.86 |
| AZ SUN SITES #9 LOT 6 BLK 799 | 0.86 |
| AZ SUN SITES #9 LOT 20 BLK 801 | 0.88 |
| AZ SUN SITES #10 LOT 2 BLK 949 | 0.52 |
| AZ SUN SITES #10 LOT 23 BLK 949 | 0.52 |

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| AZ SUN SITES #10 LOT 8 BLK 952 | 0.51 |
| AZ SUN SITES #10 LOT 10 BLK 952 | 0.51 |
| AZ SUN SITES #10 LOT 9 BLK 969 | 0.51 |
| AZ SUN SITES #10 LOT 7 BLK 970 | 0.52 |
| AZ SUN SITES #10 LOT 8 BLK 970 | 0.52 |
| AZ SUN SITES #10 LOT 9 BLK 970 | 0.52 |
| AZ SUN SITES #10 LOT 17 BLK 972 | 0.52 |
| AZ SUN SITES #10 LOT 13 BLK 923 | 0.52 |
| AZ SUN SITES #10 LOT 7 BLK 925 | 0.51 |
| AZ SUN SITES #10 LOT 8 BLK 925 | 0.51 |
| AZ SUN SITES #10 LOT 8 BLK 926 | 0.51 |
| AZ SUN SITES #9 LOT 10 BLK 827 | 0.84 |
| AZ SUN SITES #9 LOT 11 BLK 827 | 0.84 |
| AZ SUN SITES #9 LOT 4 BLK 830 | 0.86 |
| AZ SUN SITES #9 LOT 15 BLK 830 | 0.85 |
| AZ SUN SITES #9 LOT 2 BLK 832 | 0.85 |
| AZ SUN SITES #9 LOT 9 BLK 833 | 0.85 |
| AZ SUN SITES #9 LOT 11 BLK 833 | 0.85 |
| AZ SUN SITES #9 LOT 20 BLK 835 | 0.87 |

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| AZ SUN SITES #9 LOT 12 BLK 837 | 0.86 |
| AZ SUN SITES #9 LOT 4 BLK 838 | 0.86 |
| AZ SUN SITES #9 LOT 12 BLK 839 | 0.86 |
| AZ SUN SITES #9 LOT 11 BLK 841 | 0.87 |
| AZ SUN SITES #9 LOT 3 BLK 843 | 0.86 |
| AZ SUN SITES #9 LOT 15 BLK 843 | 0.86 |
| AZ SUN SITES #9 LOT 10 BLK 846 | 0.87 |
| AZ SUN SITES #9 LOT 19 BLK 846 | 0.87 |
| AZ SUN SITES #9 LOT 20 BLK 846 | 0.88 |
| AZ SUN SITES #10 LOT 7 BLK 927 | 0.51 |
| AZ SUN SITES #10 LOT 12 BLK 927 | 0.51 |
| AZ SUN SITES #10 LOT 13 BLK 927 | 0.51 |
| AZ SUN SITES #10 LOT 16 BLK 927 | 0.51 |
| AZ SUN SITES #10 LOT 15 BLK 934 | 0.51 |
| AZ SUN SITES #10 LOT 16 BLK 934 | 0.51 |
| AZ SUN SITES #10 LOT 17 BLK 934 | 0.51 |
| AZ SUN SITES #10 LOT 18 BLK 934 | 0.51 |
| AZ SUN SITES #10 LOT 15 BLK 943 | 0.52 |
| AZ SUN SITES #10 LOT 3 BLK 928 | 0.51 |
| AZ SUN SITES #10 LOT 6 BLK 928 | 0.51 |
| AZ SUN SITES #10 LOT 5 BLK 921 | 0.51 |
| SAN SIMON LOTS 15 16 BLK 8 | 0.19 |
| SAN SIMON LOT 4 BLK 19 | 0.1 |
| SAN SIMON FRAC OF LOTS 7,8,& 9 BLK 43 | 0.13 |

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| SUN SITES RANCHES #3 LOT 53 BLK 2 | 5.04 |
| SUN SITES RANCHES #2 LOT 178 | 2.54 |
| SUN SITES RANCHES #2 LOT 167 | 2.55 |
| SUN SITES RANCHES #2 LOT 149 | 2.4 |
| SUN SITES RANCHES #2 LOT 283 | 2.38 |
| SUN SITES RANCHES #2 LOT 255 | 2.42 |
| SUN SITES RANCHES #2 LOT 228 | 2.42 |
| SUN SITES RANCHES #3 LOT 22 BLK 36 | 5.03 |
| SUN SITES RANCHES #3 LOT 31 BLK 36 | 5.03 |
| SUN SITES RANCHES #3 LOT 32 BLK 36 | 5.03 |
| SUN SITES RANCHES #3 LOT 64 BLK 36 | 5.03 |
| SUN SITES RANCHES #3 LOT 89 BLK 36 | 5.03 |
| VALLEY SPRINGS #6 LOT 155 | 4.73 |
| VALLEY SPRINGS #6 LOT 126 | 4.73 |
| VALLEY SPRINGS #6 LOT 127 | 4.61 |
| VALLEY SPRINGS #6 LOT 136 | 2.6 |
| VALLEY SPRINGS #6 LOT 189 | 4.82 |
| VALLEY SPRINGS #6 LOT 181 | 4.8 |
| VALLEY SPRINGS #6 LOT 35 | 4.28 |
| VALLEY SPRINGS #6 LOT 34 | 4.71 |
| VALLEY SPRINGS #6 LOT 8 | 4.69 |
| VALLEY SPRINGS #6 LOT 9 | 4.7 |

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| VALLEY SPRINGS #6 LOT 10 | 4.71 |
| COCHISE COLLEGE PARK #6 LOT 957 | 0.22 |
| COCHISE COLLEGE PARK #6 LOT 956 | 0.32 |
| COCHISE COLLEGE PARK #10 LOT 3731 | 0.33 |
| COCHISE COLLEGE PARK #10 LOT 3825 | 0.32 |
| COCHISE COLLEGE PARK #10 LOT 3824 | 0.32 |
| COCHISE COLLEGE PARK #10 LOT 3804 | 0.32 |
| COCHISE COLLEGE PARK #10 LOT 3805 | 0.33 |
| COCHISE COLLEGE PARK #10 LOT 3806 | 0.33 |
| COCHISE COLLEGE PARK #10 LOT 3807 | 0.33 |
| COCHISE COLLEGE PARK #10 LOT 3808 | 0.33 |
| COCHISE COLLEGE PARK #10 LOT 3809 | 0.33 |
| COCHISE COLLEGE PARK #10 LOT 3810 | 0.33 |
| COCHISE COLLEGE PARK #10 LOT 3811 | 0.33 |
| COCHISE COLLEGE PARK #10 LOT 3812 | 0.34 |
| COCHISE COLLEGE PARK #10 LOT 3981 | 0.32 |
| COCHISE COLLEGE PARK #10 LOT 3924 | 0.32 |
| COCHISE COLLEGE PARK #10 LOT 3925 | 0.33 |
| COCHISE COLLEGE PARK #10 LOT 3926 | 0.33 |
| E2S2NESE SEC 36 23 26 AKA REPORT OF SURVEY BK5 PG38 10.17AC | 10.17 |
| LA COSTA EST LOT 76 | 0.32 |
| LA COSTA EST LOT 90 | 0.33 |
| LA COSTA EST LOT 168 | 0.31 |
| LA COSTA EST LOT 183 | 0.32 |
| LA COSTA EST LOT 293 | 0.31 |
| LA COSTA EST LOT 384 | 0.32 |

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| LA COSTA EST LOT 385 | 0.32 |
| LA COSTA EST LOT 424 | 0.34 |
| LA COSTA EST LOT 432 | 0.32 |
| LA COSTA EST PLAT B LOT 1111 | 0.41 |
| LA COSTA EST PLAT B LOT 1082 | 0.32 |
| LA COSTA EST PLAT B LOT 1084 | 0.3 |
| LA COSTA EST PLAT B LOT 1059 | 0.35 |
| DOUGLAS E 74' OF LOTS 1 2 BLK 53 | 0.08 |
| MUSGRAVE LOTS (3 & 4) BLK 26 LESS SALES OF RECORD PCL 409-28-016A | 0.33 |

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|-------|---|----------|----------|----------|----------|
| SR-8 | KEITH BLAISDELL | \$265.00 | \$265.00 | \$369.12 | \$150.00 |
| SR-8 | KEITH BLAISDELL | \$265.00 | \$265.00 | \$369.12 | \$150.00 |
| SR-8 | KEITH BLAISDELL | \$265.00 | \$265.00 | \$369.12 | \$150.00 |
| SR-8 | KEITH BLAISDELL | \$265.00 | \$265.00 | \$369.12 | \$150.00 |
| SR-8 | KEITH BLAISDELL | \$265.00 | \$265.00 | \$369.12 | \$150.00 |
| SR-8 | KEITH BLAISDELL | \$265.00 | \$265.00 | \$369.12 | \$150.00 |
| SR-8 | KEITH BLAISDELL | \$265.00 | \$265.00 | \$369.12 | \$150.00 |
| SR-8 | KEITH BLAISDELL | \$265.00 | \$265.00 | \$369.12 | \$150.00 |
| SR-8 | KEITH BLAISDELL | \$265.00 | \$265.00 | \$369.12 | \$150.00 |
| SR-8 | KEITH BLAISDELL | \$265.00 | \$265.00 | \$369.12 | \$150.00 |
| SR-8 | KEITH BLAISDELL | \$265.00 | \$265.00 | \$369.12 | \$150.00 |
| SR-8 | KEITH BLAISDELL | \$265.00 | \$265.00 | \$369.12 | \$150.00 |
| SR-8 | KEITH BLAISDELL | \$265.00 | \$265.00 | \$369.12 | \$150.00 |
| SR-8 | KEITH BLAISDELL | \$265.00 | \$265.00 | \$369.12 | \$150.00 |
| R-9 | JEAN CAROLINE HARTER C/O REBECCA L LONG | \$500.00 | \$500.00 | \$550.74 | \$400.00 |
| R-9 | TONY RAY COBB | \$500.00 | \$500.00 | \$643.68 | \$400.00 |
| R-9 | DOLORES MORENO | \$500.00 | \$500.00 | \$519.81 | \$400.00 |
| R-9 | ARMIN ARNOLD | \$500.00 | \$500.00 | \$559.36 | \$400.00 |
| R-9 | DANIEL & AGNES T SABINO | \$500.00 | \$500.00 | \$663.24 | \$300.00 |
| R-9 | ISSAC LADELSKY | \$500.00 | \$500.00 | \$597.57 | \$400.00 |
| R-9 | JAKOB GYGER | \$500.00 | \$500.00 | \$432.50 | \$400.00 |
| R-9 | JAKOB GYGER | \$500.00 | \$500.00 | \$525.58 | \$400.00 |
| R-9 | RICHARD R & FLORENCE C NICHOLLS | \$500.00 | \$500.00 | \$559.36 | \$400.00 |
| R-9 | REINOLD AMANN | \$500.00 | \$500.00 | \$457.27 | \$400.00 |
| R-9 | NORBERT RIESEN | \$500.00 | \$500.00 | \$545.07 | \$400.00 |
| R-9 | RUDOLF & RUTH ZIMMERMANN | \$500.00 | \$500.00 | \$385.74 | \$400.00 |
| R-9 | RUDOLF & RUTH ZIMMERMANN | \$500.00 | \$500.00 | \$353.02 | \$400.00 |
| SR-22 | QUINTON BROWN | \$600.00 | \$600.00 | \$712.49 | \$300.00 |
| SR-22 | J BRUCE & KATHERINE W ALEXANDER | \$700.00 | \$700.00 | \$819.26 | \$300.00 |
| SR-22 | MARK M ARIE | \$700.00 | \$700.00 | \$786.14 | \$300.00 |
| SR-22 | JOHN F & LINDA S BARKER | \$700.00 | \$700.00 | \$662.31 | \$300.00 |

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| SR-22 | SAMUEL STANTON & DOROTHY LA VERNE STEELE | \$700.00 | \$700.00 | \$789.24 | \$300.00 |
| SR-22 | JOHN HENRY & FERN W GEORGE | \$700.00 | \$700.00 | \$657.31 | \$300.00 |
| SR-22 | JOHN HENRY & FERN W GEORGE | \$700.00 | \$700.00 | \$657.31 | \$300.00 |
| SR-22 | JOHN F & LINDA S BARKER | \$700.00 | \$700.00 | \$662.31 | \$300.00 |
| SR-22 | GEORGE E STEWART | \$700.00 | \$700.00 | \$786.14 | \$300.00 |
| SR-22 | GEORGE E STEWART | \$700.00 | \$700.00 | \$786.14 | \$300.00 |
| SR-22 | PARK DEVELOPMENT COMPANY | \$700.00 | \$700.00 | \$897.45 | \$300.00 |
| SR-22 | LOUISE H KOCH | \$700.00 | \$700.00 | \$756.04 | \$300.00 |
| SR-22 | LOUISE H KOCH | \$700.00 | \$700.00 | \$756.04 | \$300.00 |
| SR-22 | LOUISE H KOCH | \$700.00 | \$700.00 | \$756.04 | \$300.00 |
| SR-22 | EUGENE & PARILEE WILLIAMS | \$700.00 | \$700.00 | \$819.26 | \$300.00 |
| SR-22 | EUGENE & PARILEE WILLIAMS | \$700.00 | \$700.00 | \$819.26 | \$300.00 |
| SR-22 | EUGENE E & EMILY G GARRISON | \$700.00 | \$700.00 | \$687.06 | \$300.00 |
| SR-22 | BERNICE R MOYER | \$700.00 | \$700.00 | \$786.14 | \$300.00 |
| SR-22 | HOWARD L & LYDIA L MEASE | \$700.00 | \$700.00 | \$819.26 | \$300.00 |
| SR-22 | HOWARD L & LYDIA L MEASE | \$700.00 | \$700.00 | \$819.26 | \$300.00 |
| SR-22 | HOWARD L & LYDIA L MEASE | \$700.00 | \$700.00 | \$819.26 | \$300.00 |
| SR-22 | WILLIAM P MANNERING | \$700.00 | \$700.00 | \$725.83 | \$300.00 |
| SR-22 | MELVIN L & EMMA ANDERSON | \$500.00 | \$500.00 | \$807.35 | \$250.00 |
| SR-22 | IRWIN & FAYE GRAHAM | \$500.00 | \$500.00 | \$662.97 | \$250.00 |
| SR-22 | LAWRENCE & JESSIE GEUKES C/O MARY SERRE | \$500.00 | \$500.00 | \$640.28 | \$250.00 |
| SR-22 | MAXIN JACKSON | \$500.00 | \$500.00 | \$895.66 | \$250.00 |

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| SR-22 | HERBAL ERNEST & RUTH GRAHAM ROBINETTE | \$500.00 | \$500.00 | \$534.92 | \$250.00 |
| SR-22 | JAMES R & DOROTHY E HALL | \$500.00 | \$500.00 | \$700.64 | \$250.00 |
| SR-22 | MICHAEL W & YVONNE M PATTERSON | \$500.00 | \$500.00 | \$756.19 | \$250.00 |
| SR-22 | VERONICA B BECKER C/O SHARON P BRAEUEL | \$500.00 | \$500.00 | \$662.97 | \$250.00 |
| SR-22 | VERONICA B BECKER C/O SHARON P BRAEUEL | \$500.00 | \$500.00 | \$662.97 | \$250.00 |
| SR-22 | VERONICA B BECKER C/O SHARON P BRAEUEL | \$500.00 | \$500.00 | \$662.97 | \$250.00 |
| SR-22 | VERONICA B BECKER C/O SHARON P BRAEUEL | \$500.00 | \$500.00 | \$662.97 | \$250.00 |
| SR-22 | MILLCENT A BUCHNER | \$500.00 | \$500.00 | \$596.32 | \$250.00 |
| SR-22 | MILLCENT A BUCHNER | \$500.00 | \$500.00 | \$596.32 | \$250.00 |
| SR-22 | ENSCO INVESTMENTS INC C/O RAY T KHRALLAH | \$500.00 | \$500.00 | \$596.32 | \$250.00 |
| SR-22 | LAWRENCE H & CATHRYN G VAN NOY C/O LIANE G VAN NOY HAHN | \$500.00 | \$500.00 | \$638.98 | \$250.00 |
| SR-22 | LAWRENCE H & CATHRYN G VAN NOY C/O LIANE G VAN NOY HAHN | \$500.00 | \$500.00 | \$638.98 | \$250.00 |
| SR-22 | JANE A BLUM | \$500.00 | \$500.00 | \$628.47 | \$250.00 |
| SR-22 | JOSEPH E MIKES | \$500.00 | \$500.00 | \$927.71 | \$250.00 |
| SR-22 | STANLEY S & ANNA MAE VARGO | \$500.00 | \$500.00 | \$555.42 | \$250.00 |

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| SR-22 | ROBERT C & ELSIE M MOHR | \$500.00 | \$500.00 | \$664.47 | \$250.00 |
| SR-22 | JOHN L & ESTHER I HOYLE | \$500.00 | \$500.00 | \$628.47 | \$250.00 |
| SR-22 | HIRAM & MAZIE BOGGS | \$500.00 | \$500.00 | \$642.82 | \$250.00 |
| SR-22 | HIRAM & MAZIE BOGGS | \$500.00 | \$500.00 | \$642.82 | \$250.00 |
| SR-22 | CAMINO REAL LAND CORPORATION | \$700.00 | \$700.00 | \$837.16 | \$300.00 |
| SR-22 | HOMER R & MARIE C GRANT | \$700.00 | \$700.00 | \$687.06 | \$300.00 |
| SR-22 | CARRIE DEVINE | \$700.00 | \$700.00 | \$790.74 | \$300.00 |
| SR-22 | MORRIS L & LUCILLE S PTUSHKIN | \$700.00 | \$700.00 | \$786.14 | \$300.00 |
| SR-22 | MORRIS L & LUCILLE S PTUSHKIN | \$700.00 | \$700.00 | \$786.14 | \$300.00 |
| SR-22 | MORRIS L & LUCILLE S PTUSHKIN | \$700.00 | \$700.00 | \$786.14 | \$300.00 |
| SR-22 | EUGENE M & MARY JANE ELIOT | \$700.00 | \$700.00 | \$897.45 | \$300.00 |
| SR-22 | RAYMOND N & ELLEN M BLEKEN | \$700.00 | \$700.00 | \$753.71 | \$300.00 |
| SR-22 | JUEL D LAURSEN | \$700.00 | \$700.00 | \$506.91 | \$300.00 |
| SR-22 | J M JR & WILDRED HENDRICKS | \$700.00 | \$700.00 | \$897.45 | \$300.00 |
| SR-22 | J M JR & WILDRED HENDRICKS | \$700.00 | \$700.00 | \$897.45 | \$300.00 |
| SR-22 | J M JR & WILDRED HENDRICKS | \$700.00 | \$700.00 | \$897.45 | \$300.00 |
| SR-22 | TERI J ZEBKAR | \$700.00 | \$700.00 | \$726.28 | \$300.00 |
| SR-22 | MARJORIE E WARREN & DOROTHY ANDERSON | \$700.00 | \$700.00 | \$719.21 | \$300.00 |
| SR-22 | VERNON P & CHARLOTTE B ALLEN | \$500.00 | \$500.00 | \$729.16 | \$250.00 |
| SR-22 | VERNON P & CHARLOTTE B ALLEN | \$500.00 | \$500.00 | \$729.16 | \$250.00 |

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|-------|--|----------|----------|----------|----------|
| SR-22 | LUCILLE F WHITEFORD & EDNA H WHITEFORD | \$500.00 | \$500.00 | \$395.34 | \$250.00 |
| SR-22 | LUCILLE F WHITEFORD & EDNA H WHITEFORD | \$500.00 | \$500.00 | \$395.34 | \$250.00 |
| SR-22 | CLYTIA N ARGETSINGER | \$500.00 | \$500.00 | \$807.35 | \$250.00 |
| SR-22 | EDWARD MORRISON | \$500.00 | \$500.00 | \$662.97 | \$250.00 |
| SR-22 | EDWARD MORRISON | \$500.00 | \$500.00 | \$662.97 | \$250.00 |
| SR-22 | EDWARD MORRISON | \$500.00 | \$500.00 | \$662.97 | \$250.00 |
| SR-22 | JEROME HARTMAN | \$500.00 | \$500.00 | \$662.97 | \$250.00 |
| SR-22 | THE MAGGIO REVOCABLE FAMILY TRUST | \$500.00 | \$500.00 | \$669.71 | \$250.00 |
| SR-22 | RUSSELL DAVIS & DOWNS BUSINESS ARBITRATORS INC | \$500.00 | \$500.00 | \$637.01 | \$250.00 |
| SR-22 | RUSSELL DAVIS & DOWNS BUSINESS ARBITRATORS INC | \$500.00 | \$500.00 | \$637.01 | \$250.00 |
| SR-22 | MICHAEL W & YVONNE M PATTERSON | \$500.00 | \$500.00 | \$730.43 | \$250.00 |
| SR-22 | ROBERT E & DORIS C DOYLE | \$900.00 | \$900.00 | \$617.46 | \$500.00 |
| SR-22 | ROBERT E & DORIS C DOYLE | \$900.00 | \$900.00 | \$617.46 | \$500.00 |
| SR-22 | PETER N & HELEN ARCHER | \$900.00 | \$900.00 | \$936.74 | \$500.00 |
| SR-22 | JAMES E KRUG SR | \$900.00 | \$900.00 | \$644.41 | \$500.00 |
| SR-22 | LOIS T HASBERRY | \$900.00 | \$900.00 | \$583.75 | \$500.00 |
| SR-22 | EARL E & DONNA A GARRETT | \$900.00 | \$900.00 | \$737.43 | \$500.00 |
| SR-22 | ELMER R & VELMA L BOLEY | \$900.00 | \$900.00 | \$828.63 | \$500.00 |
| SR-22 | WAYNE & SANDRA L POSSEHL | \$900.00 | \$900.00 | \$831.79 | \$500.00 |

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| SR-22 | ODESSA M ILG C/O DORIS HITE | \$900.00 | \$900.00 | \$726.81 | \$500.00 |
| SR-22 | ODESSA M ILG C/O MARIANNE HITE | \$900.00 | \$900.00 | \$726.81 | \$500.00 |
| SR-22 | DENNIS MICHAEL FARRIS | \$900.00 | \$900.00 | \$936.74 | \$500.00 |
| SR-22 | LOUISE WILLIAMS | \$900.00 | \$900.00 | \$860.07 | \$500.00 |
| SR-22 | MARGARET L DAVIS | \$900.00 | \$900.00 | \$936.74 | \$500.00 |
| SR-22 | ALBERT H & MARY R CRAMER | \$900.00 | \$900.00 | \$726.81 | \$500.00 |
| SR-22 | MARK E CONGER | \$900.00 | \$900.00 | \$726.81 | \$500.00 |
| SR-22 | EUGENE B & VIOLET M THROOP | \$900.00 | \$900.00 | \$1,023.57 | \$500.00 |
| SR-22 | EUGENE B & VIOLET M THROOP | \$900.00 | \$900.00 | \$981.88 | \$500.00 |
| SR-22 | MICHAEL W & YVONNE M PATTERSON | \$500.00 | \$500.00 | \$756.19 | \$250.00 |
| SR-22 | RANDY PADDOCK | \$500.00 | \$500.00 | \$577.40 | \$250.00 |
| SR-22 | RANDY PADDOCK | \$500.00 | \$500.00 | \$577.40 | \$250.00 |
| SR-22 | HAROLD P & KATHERINE VLACH | \$500.00 | \$500.00 | \$662.97 | \$250.00 |
| SR-22 | LOTUS T MORT | \$500.00 | \$500.00 | \$628.47 | \$250.00 |
| SR-22 | GEORGE R & RUTH MURDOCK | \$500.00 | \$500.00 | \$847.45 | \$250.00 |
| SR-22 | GEORGE R & RUTH MURDOCK | \$500.00 | \$500.00 | \$847.45 | \$250.00 |
| SR-22 | GEORGE R & RUTH MURDOCK | \$500.00 | \$500.00 | \$847.45 | \$250.00 |
| SR-22 | PAUL E KOSANOVICH | \$500.00 | \$500.00 | \$662.97 | \$250.00 |
| SR-22 | JOEL T & EDNA M CALABRESE | \$500.00 | \$500.00 | \$596.32 | \$250.00 |
| SR-22 | IRMA D MEDO & STEPHEN J & ELIZABETH A MEDE | \$500.00 | \$500.00 | \$659.10 | \$250.00 |
| SR-22 | CLARA P GLASS | \$500.00 | \$500.00 | \$596.32 | \$250.00 |
| R-9 | RUTH TYREE & JAMES M MACE | \$315.00 | \$315.00 | \$322.47 | \$100.00 |
| R-9 | PATRICIA GAYLE ESTES | \$210.00 | \$210.00 | \$548.61 | \$100.00 |
| R-9 | L GRANT DUNCAN | \$600.00 | \$600.00 | \$900.28 | \$300.00 |

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|------|--|-------------|-------------|------------|------------|
| RU-4 | EARL H & LORRAINE M LONG C/O JOHN J FINBY | \$4,800.00 | \$4,800.00 | \$4,927.73 | \$3,000.00 |
| R-36 | LE ROY MADDOX JR | \$1,050.00 | \$1,050.00 | \$1,225.48 | \$750.00 |
| R-36 | WILLIS DWIGHT & MYRTLE P RICHARDSON | \$1,050.00 | \$1,050.00 | \$1,272.34 | \$750.00 |
| R-36 | DORIS M JOHNSON | \$1,050.00 | \$1,050.00 | \$1,272.34 | \$750.00 |
| R-36 | MILLARD L & HELEN RAMER C/O GILDA PHEBUS | \$1,050.00 | \$1,050.00 | \$924.18 | \$750.00 |
| R-36 | DAISY E MOORE | \$1,050.00 | \$1,050.00 | \$1,202.91 | \$750.00 |
| R-36 | CHARLES O & GOLDIE E LEWIS | \$1,050.00 | \$1,050.00 | \$1,414.48 | \$750.00 |
| RU-4 | CHARLES W & ELIZABETH M TUCKER | \$10,080.00 | \$10,080.00 | \$4,432.09 | \$3,000.00 |
| RU-4 | THOMAS F & ALICE B CONNOLLY | \$10,080.00 | \$10,080.00 | \$5,973.59 | \$3,000.00 |
| RU-4 | RUTH E HANSEN | \$10,080.00 | \$10,080.00 | \$6,406.86 | \$3,000.00 |
| RU-4 | ROBERT C & MEGAN M LINCOLN & WILLIAM T LINCOLN | \$10,080.00 | \$10,080.00 | \$4,038.59 | \$3,000.00 |
| RU-4 | PAUL SR & HELEN WAHNER & PAUL WAHNER JR | \$10,080.00 | \$10,080.00 | \$5,056.68 | \$3,000.00 |
| RU-4 | MICHAEL J FISCHER | \$7,000.00 | \$7,000.00 | \$2,334.65 | \$5,000.00 |
| RU-4 | EDWARD J YUJSKA | \$9,000.00 | \$9,000.00 | \$4,201.54 | \$5,000.00 |
| RU-4 | ALLEN W & JUDITH A LASCH | \$9,000.00 | \$9,000.00 | \$2,319.12 | \$5,000.00 |
| RU-4 | ARIZONA COLLEGE OF THE BIBLE INC | \$9,000.00 | \$9,000.00 | \$1,906.74 | \$5,000.00 |
| RU-4 | DOROTHY L HARDMAN | \$9,000.00 | \$9,000.00 | \$2,372.16 | \$5,000.00 |
| RU-4 | AZDR LAND TRUST | \$9,000.00 | \$9,000.00 | \$3,649.73 | \$5,000.00 |
| RU-4 | KENNETH R STOCKARD | \$9,000.00 | \$9,000.00 | \$2,902.98 | \$5,000.00 |
| RU-4 | KENNETH R STOCKARD | \$9,000.00 | \$9,000.00 | \$2,930.36 | \$5,000.00 |
| RU-4 | WILLIAM J & LYNDA JEAN TAYLOR | \$9,000.00 | \$9,000.00 | \$3,555.12 | \$5,000.00 |
| RU-4 | WILLIAM J & LYNDA JEAN TAYLOR | \$9,000.00 | \$9,000.00 | \$3,218.69 | \$5,000.00 |

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| RU-4 | WILLIAM J & LYND JEAN TAYLOR | \$9,000.00 | \$9,000.00 | \$3,218.69 | \$5,000.00 |
| MH-72 | ELDON V & VIRGINIA M DAVIS | \$375.00 | \$375.00 | \$587.38 | \$500.00 |
| MH-72 | ARTHUR CARL & ELSA M SMILEY | \$375.00 | \$375.00 | \$587.38 | \$500.00 |
| SR-12 | STEVEN LEYMEISTER & PATRICIA F ROBERTS | \$500.00 | \$500.00 | \$541.58 | \$400.00 |
| SR-12 | MARVIN W & LUCILLE I DAMME | \$500.00 | \$500.00 | \$738.37 | \$400.00 |
| SR-12 | COLLEEN K PARDEE | \$500.00 | \$500.00 | \$738.37 | \$400.00 |
| SR-12 | KEITH BLAISDELL | \$500.00 | \$500.00 | \$505.79 | \$400.00 |
| SR-12 | KEITH BLAISDELL | \$500.00 | \$500.00 | \$505.79 | \$400.00 |
| SR-12 | KEITH BLAISDELL | \$500.00 | \$500.00 | \$505.79 | \$400.00 |
| SR-12 | KEITH BLAISDELL | \$500.00 | \$500.00 | \$505.79 | \$400.00 |
| SR-12 | KEITH BLAISDELL | \$500.00 | \$500.00 | \$505.79 | \$400.00 |
| SR-12 | KEITH BLAISDELL | \$500.00 | \$500.00 | \$505.79 | \$400.00 |
| SR-12 | KEITH BLAISDELL | \$500.00 | \$500.00 | \$505.79 | \$400.00 |
| SR-12 | KEITH BLAISDELL | \$500.00 | \$500.00 | \$505.79 | \$400.00 |
| SR-12 | E BAKER TRUST | \$500.00 | \$500.00 | \$738.37 | \$400.00 |
| SR-12 | KEITH BLAISDELL | \$500.00 | \$500.00 | \$505.79 | \$400.00 |
| SR-12 | KEITH BLAISDELL | \$500.00 | \$500.00 | \$505.79 | \$400.00 |
| SR-12 | KEITH BLAISDELL | \$500.00 | \$500.00 | \$505.79 | \$400.00 |
| RU-4 | CAROL M FULLER AND JACK A & KATHLEEN A BUCHANAN | \$9,153.00 | \$9,153.00 | \$7,024.95 | \$5,000.00 |
| SR-8 | HARRY & VIVIAN M SEATON | \$700.00 | \$700.00 | \$1,387.32 | \$200.00 |
| SR-8 | EDWARD J & JEANNE C MORRIN | \$700.00 | \$700.00 | \$932.39 | \$200.00 |
| SR-8 | FRANK J GRADISHER & THERESA KULCHAWICK | \$700.00 | \$700.00 | \$1,522.94 | \$200.00 |
| SR-8 | ALEXANDER F FRY | \$700.00 | \$700.00 | \$1,085.50 | \$200.00 |
| SR-8 | DONNA SCHWANZ | \$700.00 | \$700.00 | \$1,164.40 | \$200.00 |
| SR-8 | TOMI R THOMPSON | \$700.00 | \$700.00 | \$1,497.43 | \$200.00 |

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| SR-8 | EARL G DUTTON C/O REORGANIZED CHURCH OF JESUS CHRIST LDS | \$700.00 | \$700.00 | \$1,497.43 | \$200.00 |
| SR-8 | FLORENCE C PENNINGTON | \$700.00 | \$700.00 | \$1,003.79 | \$200.00 |
| SR-8 | ANNA F BENNETT & ANITA SCHAUF | \$700.00 | \$700.00 | \$1,497.43 | \$200.00 |
| RU-4 | FRED SCHMORROW | \$700.00 | \$700.00 | \$1,316.50 | \$200.00 |
| RU-4 | HENRIETTA H WILCOX C/O UNITY CHURCH NORTH SHORE | \$700.00 | \$700.00 | \$1,015.76 | \$200.00 |
| RU-4 | HENRIETTA H WILCOX C/O UNITY CHURCH NORTH SHORE | \$700.00 | \$700.00 | \$873.57 | \$200.00 |
| RU-4 | ARIZONA & WESTERN INVESTMENTS LTD | \$700.00 | \$700.00 | \$1,522.94 | \$200.00 |
| | ROBERT E ROMERO | \$16,821.00 | \$16,821.00 | \$17,160.42 | \$5,000.00 |
| | ROBERT A & EVA L STERTZ | \$10,000.00 | \$10,000.00 | \$7,964.88 | \$10,000.00 |

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| FALSE | |
| FALSE | |
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| TRUE | |
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| UnitID_Orig | Parcel | Legal Description | Acres | Zoning | OTCSaleDate |
|-------------|----------|---|-------|--------|-------------|
| 59 | 20309368 | TWIN LAKES COUNTRY CLUB #9 LOT 4982 | 0.25 | SR-8 | 12-18-2017 |
| 60 | 20309369 | TWIN LAKES COUNTRY CLUB #9 LOT 4983 | 0.25 | SR-8 | 12-18-2017 |
| 61 | 20309370 | TWIN LAKES COUNTRY CLUB #9 LOT 4984 | 0.25 | SR-8 | 12-18-2017 |
| 62 | 20309371 | TWIN LAKES COUNTRY CLUB #9 LOT 4985 | 0.25 | SR-8 | 12-18-2017 |
| 63 | 20309372 | TWIN LAKES COUNTRY CLUB #9 LOT 4986 | 0.25 | SR-8 | 12-18-2017 |
| 72 | 20309469 | TWIN LAKES COUNTRY CLUB #9 LOT 5134 | 0.36 | SR-8 | 2-27-2018 |
| 73 | 20309470 | TWIN LAKES COUNTRY CLUB #9 LOT 5135 | 0.39 | SR-8 | 2-27-2018 |
| 74 | 20309471 | TWIN LAKES COUNTRY CLUB #9 LOT 5136 | 0.39 | SR-8 | 2-27-2018 |
| 75 | 20309472 | TWIN LAKES COUNTRY CLUB #9 LOT 5137 | 0.25 | SR-8 | 2-27-2018 |
| 76 | 20309473 | TWIN LAKES COUNTRY CLUB #9 LOT 5138 | 0.25 | SR-8 | 2-27-2018 |
| 77 | 20309474 | TWIN LAKES COUNTRY CLUB #9 LOT 5139 | 0.25 | SR-8 | 2-27-2018 |

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|-----|----------|--|------|-------|------------|
| 182 | 20707077 | AZ SUN SITES #10 LOT 15 BLK 976 | 0.51 | SR-22 | 11-28-2017 |
| 251 | 20713369 | AZ SUN SITES #9 LOT 9 BLK 845 | 0.86 | SR-22 | 11-28-2017 |
| 273 | 30333349 | SAN SIMON FRAC BLK 46 | 0.47 | R-9 | 2-13-2018 |
| 279 | 40141226 | SUN SITES RANCHES #2 LOT 286 | 2.53 | R-36 | 1-9-2018 |
| 281 | 40141238 | SUN SITES RANCHES #2 LOT 304 | 2.59 | R-36 | 1-9-2018 |
| 314 | 40567240 | CASA ADOBE #2 LOT 19 BLK 25 TOGETHER WITH A POR OF THE S2 OF ABANDONED ALLEY | 0.24 | SR-8 | 12-19-2017 |
| 315 | 40567241 | CASA ADOBE #2 LOT 20 BLK 25 TOGETHER WITH A POR OF THE S2 OF ABANDONED ALLEY | 0.23 | SR-8 | 12-19-2017 |
| 316 | 40567242 | CASA ADOBE #2 LOT 21 BLK 25 TOGETHER WITH A POR OF THE S2 OF ABANDONED ALLEY | 0.23 | SR-8 | 12-19-2017 |
| 317 | 40567243 | CASA ADOBE #2 LOT 22 BLK 25 TOGETHER WITH A POR OF THE S2 OF ABANDONED ALLEY | 0.24 | SR-8 | 12-19-2017 |

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|-----|----------|--|------|-------|------------|
| 318 | 40567244 | CASA ADOBE #2 LOT 23 BLK 25 TOGETHER WITH A POR OF THE S2 OF ABANDONED ALLEY | 0.43 | SR-8 | 12-19-2017 |
| 319 | 40567245 | CASA ADOBE #2 LOT 24 BLK 25 | 0.24 | SR-8 | 12-19-2017 |
| 320 | 40567246 | CASA ADOBE #2 LOT 25 BLK 25 TOGETHER WITH A POR OF THE N2 OF ABANDONED ALLEY | 0.28 | SR-8 | 12-19-2017 |
| 321 | 40567247 | CASA ADOBE #2 LOT 4 BLK 26 TOGETHER WITH A POR OF THE N2 OF ABANDONED ALLEY | 0.24 | SR-8 | 12-19-2017 |
| 322 | 40567248 | CASA ADOBE #2 LOT 3 BLK 26 TOGETHER WITH A POR OF THE N2 OF ABANDONED ALLEY | 0.24 | SR-8 | 12-19-2017 |
| 323 | 40567249 | CASA ADOBE #2 LOT 2 BLK 26 TOGETHER WITH A POR OF THE N2 OF ABANDONED ALLEY | 0.24 | SR-8 | 12-19-2017 |
| 325 | 40567549 | CASA ADOBE #2 LOT 7 BLK 39 | 0.14 | SR-8 | 12-19-2017 |
| 328 | 40568053 | VALLEY SPRINGS #6 LOT 33 | 4 | RU-4 | 12-19-2017 |
| 329 | 40623406 | COCHISE COLLEGE PARK #6 LOT 968 | 0.15 | MH-72 | 4-10-2018 |

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|-----|----------|---|------|-------|----------|
| 412 | 40629433 | COCHISE COLLEGE PARK #10 LOT 3852 | 0.33 | SR-12 | 1-9-2018 |
| 413 | 40629434 | COCHISE COLLEGE PARK #10 LOT 3851 | 0.29 | SR-12 | 1-9-2018 |
| 414 | 40629435 | COCHISE COLLEGE PARK #10 LOT 3850 | 0.29 | SR-12 | 1-9-2018 |
| 415 | 40629436 | COCHISE COLLEGE PARK #10 LOT 3849 | 0.25 | SR-12 | 1-9-2018 |
| 416 | 40629437 | COCHISE COLLEGE PARK #10 LOT 3848 | 0.31 | SR-12 | 1-9-2018 |
| 432 | 40629667 | COCHISE COLLEGE PARK #10 LOT 4006 | 0.36 | SR-12 | 1-9-2018 |
| 433 | 40629668 | COCHISE COLLEGE PARK #10 LOT 4007 | 0.33 | SR-12 | 1-9-2018 |
| 434 | 40629669 | COCHISE COLLEGE PARK #10 LOT 4008 | 0.33 | SR-12 | 1-9-2018 |
| 435 | 40629670 | COCHISE COLLEGE PARK #10 LOT 4009 | 0.33 | SR-12 | 1-9-2018 |
| 436 | 40629671 | COCHISE COLLEGE PARK #10 LOT 4010 | 0.33 | SR-12 | 1-9-2018 |
| 437 | 40629672 | COCHISE COLLEGE PARK #10 LOT 4011 | 0.33 | SR-12 | 1-9-2018 |
| 438 | 40629673 | COCHISE COLLEGE PARK #10 LOT 4012 | 0.31 | SR-12 | 1-9-2018 |
| 439 | 40629674 | COCHISE COLLEGE PARK #10 LOT 4013 | 0.31 | SR-12 | 1-9-2018 |
| 506 | 40782137 | LA COSTA EST PLAT B LOT 1225 | 0.44 | RU-4 | 1-9-2018 |

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 10/23/2018

Joint Communications Center - SEACOM IGA, Amendment 1

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: 2

NAME of PRESENTER: Ed Gilligan TITLE of PRESENTER: County Administrator

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve the First Amendment to the Intergovernmental Agreement (IGA) between Cochise County ("County") and the City of Sierra Vista ("City") for Regional 911 Communications and Establishment of the Southeastern Arizona Communications Center (SEACOM).

Background:

There are several changes and clarifications that are being proposed to the IGA that will help with the operation of the center and the structure of the SEACOM Board.

Department's Next Steps (if approved):

Send two originals to the city of Sierra Vista and request one fully executed original be returned.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

See next steps.

Attachments

First Amendment

**First Amended
Intergovernmental Agreement Between
Cochise County ("County") and
the City of Sierra Vista ("City") for
Regional 911 Communications and Establishment of the
Southeastern Arizona Communications Center (SEACOM)**

WHEREAS, dispatch services for law enforcement, fire, and emergency medical services in Cochise County are presently provided by the County and each independent municipality; and

WHEREAS, the parties desire to improve dispatch services in the County and minimize response time for law enforcement, fire and emergency medical services, thus providing better public service; and

WHEREAS, the parties desire to improve efficiencies in how dispatch services are currently provided and achieve an economy of scale to eventually reduce the overall cost of dispatch services to multiple jurisdictions within the County; and

WHEREAS, the County and the City are both authorized to enter into intergovernmental agreements pursuant to A.R.S. § 11-952 for services or joint exercise of powers common to their respective jurisdictions; and

WHEREAS, both the County and the City are authorized to spend public monies for and in connection with the provision of 911 emergency communications and other public safety dispatching services; and

WHEREAS, County and the City conclude that it is in their common interest to contribute to and partner on the establishment and operation of a joint regional communication center for the benefit of both organizations and the communities they serve; and

WHEREAS, the County and the City desire to provide mechanisms that would allow other entities in Cochise County to utilize the joint regional communication center for 911 emergency communications and other public safety dispatching services, and

WHEREAS, the County and City desire to clarify and amend the governing structure of the Board of the Southeastern Arizona Communications Center ("SEACOM") that is established pursuant to the IGA and make certain other changes.

NOW, THEREFORE, the parties to this Agreement hereby resolve to act jointly and cooperatively consistent with their independent authority to consolidate dispatch services in Cochise County through the creation of a consolidated emergency services communication center to be known as the SEACOM and the operation of such as a 911 dispatch and communications center pursuant to A.R.S. § 11-952.

I. PURPOSE

This Intergovernmental Agreement establishes SEACOM as a joint endeavor between the County and City, with the following objectives:

A. To save lives with efficient and effective emergency call processing time and protocols in order to minimize response times to emergency incidents.

B. To provide essential emergency and non-emergency communication services to emergency responders.

C. Where possible, to consolidate emergency communication and dispatching services for the County, City and other municipalities and fire districts in Cochise County in order to provide efficient and cost effective services to all participating jurisdictions' citizenry.

D. To enhance emergency communication between emergency responder personnel of local governments and fire districts for the benefit of their respective citizenry.

E. To meet all federal and state requirements in the provision of emergency communications.

F. To provide for appropriate oversight of SEACOM for all participating jurisdictions.

G. To provide an outline for the addition or withdrawal of parties to SEACOM (with further detailed mechanisms to be set forth in the SEACOM bylaws).

II. JOINT EXERCISE OF POWERS--PARTICIPANTS

The SEACOM shall exist as an organization consisting of the following participants, which will jointly exercise their powers pursuant to A.R.S. § 11-952:

A. Principals. The City and County shall be known as "Principals" as its initial signatories, and shall have an ongoing responsibility for the long-term success of the consolidated dispatch operations. Both entities shall have voting representation on the SEACOM Board of Directors as more specifically set forth in Section V of this Agreement.

B. Partners. Additional municipal participants shall be known as "Partners" and shall have voting representation on the SEACOM Board of Directors as more specifically set forth in Section V of this Agreement. Any governmental entity that receives 911 calls and provides comprehensive dispatching services to the employees of its agency/organization shall be eligible to participate in SEACOM as a Partner.

C. Subscribers. Additional governmental participants that elect by contract or agreement to receive services from SEACOM and shall participate on a "fee for service" basis consistent with the policies established by the SEACOM Board of Directors shall be known as "Subscribers." Subscribers shall not have representation on the SEACOM Board except as expressly allowed in Section V of this Agreement.

D. Participants. All Principals, Partners and Subscribers, as they may be so constituted from time to time, are herein collectively referred to as "Participants," and individually as "Participant."

E. Board of Directors. SEACOM shall be governed by a Board of Directors as more specifically delineated in Section V of this Agreement.

III. SEACOM OPERATIONS

The operations of SEACOM will be conducted under the following general conditions, subject to more specific operational procedures and policies established and approved by the SEACOM Board of Directors:

A. Facility. SEACOM will be located at 1728 Paseo San Luis, Sierra Vista in a building solely owned by the County. The County will retain ownership and be responsible for ongoing maintenance of the building.

B. Equipment, Technology and Software.

a. All new equipment needed to commence and sustain the operations of SEACOM will be acquired by the County, including but not limited to computer hardware; phones and other dispatching equipment; copy/fax machines; communication towers, antennas and repeaters; etc. All equipment existing as of the formation of SEACOM shall continue to be owned by whichever entity then owned it.

b. Ownership of any equipment relocated from the City to SEACOM will continue to be owned by the City until the end of its useful life, and any equipment relocated from the County to SEACOM will continue to be owned by the County until the end of its useful life.

c. SEACOM will be responsible for maintenance of all equipment used in the operation of the joint dispatching center commencing with the start date of the agreement, regardless of current ownership.

d. Replacement or upgraded equipment shall be the responsibility of SEACOM.

e. Acquisition, maintenance, replacement and ownership of all equipment needed by law enforcement or other first responder personnel to participate in the joint dispatching operation from within the field is the sole responsibility of each Participant. This includes but is not limited to radios, mobile data terminals, tablets, communication towers and cellular or other telephone devices. All communication towers in place by December 1, 2016 shall remain the sole responsibility of the Participant that owns said towers.

f. Each Participant will be responsible for integrating its record management system with SEACOM, with all jurisdiction costs for equipment and software required for integration the responsibility of each Participant.

g. SEACOM shall use Spillman as the software system for all operations of the communications functions. Any change from the use of this vendor for SEACOM operations shall require a two thirds (2/3) vote of the Board, only following a detailed written analysis by the Director and the review and recommendation of the Operations Committee.

h. Each Participant shall obtain, update and maintain appropriate Spillman licenses and associated hardware required to integrate with SEACOM at the Participant's sole expense.

i. Participants shall obtain written approval by the Director for any software enhancements to the agency's communications system that require connection to or integration with the SEACOM system or infrastructure. Such approval shall not be unreasonably withheld, but any additional costs to SEACOM associated with such Participant-requested enhancements shall be the sole responsibility of the benefitting agency.

j. Each Participant shall retain responsibility and authority for its operational departments and for such equipment and services as are necessary at its place of operations to interconnect to SEACOM.

C. Personnel.

a. SEACOM will retain all current dispatch employees of the County and City, subject to the supervision and discipline of the SEACOM Director and the oversight of the SEACOM Board. The relationship and responsibilities among SEACOM, such current employees, and their current employers, and personnel rules shall be set forth more fully in the SEACOM Bylaws.

b. SEACOM may hire qualified personnel who currently are employed by a Participant (other than the County or City). SEACOM may hire other qualified personnel. Beginning December 11, 2018, all personnel working for SEACOM, or subsequently hired by SEACOM, shall become employees of the City as fiscal agent, and subject to the City's merit and other personnel and HR rules and regulations.

D. Responsibilities. SEACOM shall perform the following services along with all ancillary tasks required to provide said services:

a. Effectively receive calls for routine and emergency assistance based on structured call intake protocols, and coordinate response resources to those calls for service through the appropriate Participant in accordance with policies and procedures established and approved by the SEACOM Board.

b. Provide all Participants with a single contact point for the notification of emergencies and receipt of emergency assistance request, and for the control of coordinated dispatch for law enforcement, fire and EMS.

c. Provide the public and field response agencies with highly trained, certified and/or credentialed dispatch personnel who strive to provide the best service possible to all parties involved.

d. Accurately collect and preserve data from emergency calls and related information in accordance with state laws, Participant needs, and policies and procedures established and approved by the SEACOM Board.

e. Other responsibilities as determined by operational necessity and approved by the SEACOM Board.

IV. BUDGET AND COST-SHARING

One of the purposes in establishing SEACOM is to create additional efficiencies and, thus, cost-savings, in operating dispatch services for the County, the City, and other Participants. It is understood and acknowledged that the ability to identify and create such efficiencies and cost-savings may take time as SEACOM becomes operational. It is further understood and acknowledged that the ability to identify and establish an appropriate cost-sharing arrangement among the City, County and other Participants until SEACOM becomes operational is very limited. Accordingly, for the period during FY2017-18 that SEACOM is operational, and very likely for FY2018-19, SEACOM will be operated financially as effectively a merger of City and County operations, with each party contributing the amount they would otherwise have budgeted for their independent dispatch operations. Any amounts not expended during FY2017-18 shall be used as a reserve for future SEACOM operations. During FY2017-18 and FY2018-19, the SEACOM Board shall determine an appropriate budget and cost-sharing arrangement for operations beginning in FY2019-20 (or earlier, if feasible), in accordance with the following principles:

a. The total cost of the operations, capital replacement, capital enhancement and reserve for SEACOM shall be funded entirely by the Participants.

b. The initial investments by the County and City in establishing SEACOM, including the cost of the building, rehabilitation of the building, initial equipment and transition expenses will be excluded from the formula, and thus not charged to Participants, for recovering costs.

c. Future capital replacement, capital enhancement, and reserve funds shall be included in the formula for recovering costs of SEACOM, in addition to ongoing operational costs.

d. Budgeted operational costs shall include reimbursement to the County for building maintenance and for all IT equipment, services and support provided by the County.

e. Total such costs shall be allocated to Participants through an appropriate metric that is based on workload, number of calls, population, number of radios, or a combination thereof, as the Board deems fit. The metric will be reviewed at least every two years and, if appropriate, revised accordingly. Provided, however, that the City Council must annually approve the metric for the City and its contribution to the budget and, likewise, the Board of Supervisors must annually approve the metric for the County and its contribution to the budget.

f. The initial budgeted total costs, and the appropriate metric to cover such costs, shall commence beginning FY2019-20 (or earlier, if feasible). Such budget and metric shall be

determined by the SEACOM Board; provided, however, that the determination of the budget and metric shall require the affirmative votes of both the City and the County.

g. Fiscal Year. The fiscal year of SEACOM shall correspond with the City.

V. SEACOM BOARD OF DIRECTORS

A. **Membership.** SEACOM shall be governed by a Board of Directors ("Board"), which may form other committees and sub-committees to assist the Board in the management and operation of SEACOM. Each Principal and Partner shall have one vote and shall select a representative to serve on the Board in a manner of its own choosing. The term of any such representative shall be at least one year. In addition, at such time as at least three fire districts elect to contract for services with SEACOM as Subscribers, the districts shall be entitled to one seat on the Board selected by all said fire district Subscribers jointly, with such representative to serve a term of at least one year. The Chair of the Operations Committee (see below) will also serve on the Board, ex-officio as a nonvoting member. All Members of the SEACOM Board of Directors shall serve without right of proxy and without compensation from SEACOM.

B. **Board Function.** SEACOM, through its Board and as authorized by each Participant's governing board, shall have those powers as set forth in this Agreement and as granted by the Participants, in accordance with Arizona law. The Board shall serve as the policy making body of SEACOM. Among its other duties, the Board shall:

a. Hire and oversee the SEACOM Director who will be responsible for the management and oversight of SEACOM and who shall serve at the pleasure of the Board.

b. Make bylaws and establish rules and regulations governing SEACOM, except that if the Board does not adopt a specific policy, the City's policies shall apply.

c. Hold regular meetings for the purpose of SEACOM business, which at a minimum shall be quarterly, or as set forth in the SEACOM bylaws.

d. Determine the operational and capitalization needs of SEACOM.

e. Establish and approve an annual fiscal year budget of expenditures for a consolidated dispatch, after considering the recommendations of SEACOM's Participants and professional staff, and develop subscription rates and assessments for Principals, Partners and Subscribers in an amount sufficient to cover needed revenues for the SEACOM.

f. Accept, receive and administer grants or other funds or gifts for the purposes of carrying out the functions of this agreement.

g. Develop a Subscribers Use Contract for services, setting forth user fees, charges for delinquencies, and the possibility of adjustments based on use of the SEACOM.

h. Approve policies and standard operating procedures for the operation of SEACOM in consultation with SEACOM's professional staff and the standing SEACOM Operations Committee more specifically defined in Section VI of this Agreement.

i. Consider and resolve questions, issues and disputes presented to the Board regarding services, operations, fees or other issues pertaining to SEACOM.

j. Enter into subscription agreements with third party private ambulance companies, air transport and other private first responders for dispatch services and set rates for such entities.

k. Develop and approve third party contracts for goods and services necessary to fully implement the purposes of this Agreement.

l. After receiving a recommendation from the SEACOM Director, and the SEACOM Operations Committee, approve a staffing plan for SEACOM.

m. Enter into Intergovernmental Agreements with Participant agencies to allow assignment of said agency personnel to SEACOM, and may allow said personnel to apply for promotional opportunities when available.

n. Establish the salary rates and compensation levels of SEACOM employees in consultation with the City as fiscal agent.

o. Acquire equipment and facilities necessary for the operation of the dispatch center.

p. Recognize that as public funds are the source of the SEACOM budget and that SEACOM exists to serve the taxpayers and residents of the Participants, and as such, transparency in the operations of the SEACOM is a paramount consideration. As such, the SEACOM Board shall comply with Arizona's open meeting laws, and shall ensure the organization's records are maintained in accordance with the public records law of the State of Arizona.

q. Ensure that SEACOM has sufficient liability, property, and other insurance coverage for the operations of the consolidated dispatch center with coverage and limits necessary to protect SEACOM, its Board, and Participants from legal liabilities that may result from the operations of the dispatch center.

r. Recommend, consider and approve the admission of any new Subscribers who formally request to join SEACOM, and determine the terms for their admission. New Subscribers shall only be approved by the Board upon a determination that it is in the best interests of SEACOM.

s. Ensure that the SEACOM complies with all federal and Arizona laws, including the laws applicable to dissemination of criminal history records and medical records.

t. To perform other duties as are relevant to the functions of this Agreement.

VI. SEACOM OPERATIONS COMMITTEE

The Board shall establish a standing committee known as the SEACOM Operations Committee that shall meet regularly with the SEACOM Director to assess and oversee the services of SEACOM and periodically make recommendations to the Board. The Committee shall consist of the Sheriff's Chief Deputy or designee, the chiefs of all police departments and fire departments of Participants; and the chiefs of all fire district Participants, all with equal voting rights in making recommendations; provided, however, that no member of the SEACOM Board can serve on the Operations Committee. The Committee shall be chaired for a one year term by a member ~~elected by a majority vote of Committee members~~ **selected by majority vote of the Operations Committee**. In the event a regular Committee Member is unable to attend a meeting, that Participant may designate an alternative Member who may appear and vote in his or her stead.

The SEACOM Operational Committee shall have the following responsibilities:

- a. Oversee the transition of dispatch services to the consolidated model, and make determinations as to when the transition is appropriate.
- b. Represent the needs of law enforcement, fire service and emergency medical functions and organizations served by SEACOM.
- c. Review, draft and recommend policies and standard operating procedures for the operation of SEACOM, subject to approval by the Board as delineated in SEACOM by-laws.
- d. Develop and recommend a staffing plan for the operation of SEACOM.
- e. Develop and recommend performance benchmarks, standards and goals for the consolidated dispatch center, and monitor on an on-going basis.
- f. Develop plans and strategies for the ongoing operation, maintenance and enhancement of the SEACOM facility and equipment.
- g. Regularly assess services and recommend operational efficiencies or changes in procedures in order to meet the needs of Participants and comply with relevant laws and requirements.
- h. Submit any concerns raised by Operations Committee members that are not addressed by the SEACOM Director to the Board of Directors for review and resolution.

VII. SEACOM DIRECTOR

A. The SEACOM Board shall hire a Director who shall be responsible for the operation, management, hiring, and employee supervision of the staff of the SEACOM dispatch center. The Director shall serve at the pleasure of the Board, and can be dismissed for cause or without cause at any time. The Director shall report to the Board, and shall work closely with the Board, the Operations Committee and any other committees as may be established by the Board regarding all operational issues impacting the dispatch services provided by SEACOM.

B. Responsibilities delegated to the Director by the Board shall include:

- a. Serving as the administrative head of SEACOM, responsible for day to day operations.
- b. Hiring, supervising, disciplining, and terminating employees; developing performance standards and ensuring personnel are appropriately trained, supervised and evaluated.
- c. Preparing a proposed budget for Board approval annually, in coordination with the designated Fiscal Agent.
- d. Effectively managing SEACOM operations within the approved annual budget.
- e. Procuring services, equipment and supplies as needed for the operation of SEACOM, in accordance with the City's procurement policies and rules and working through the City as Fiscal Agent.
- f. Overseeing all SEACOM activities related to call-taking, dispatching, records (custodian), recording, staffing, training, technology, and security.
- g. Serving as the designated representative of SEACOM with Participants to resolve issues.
- h. Identifying and working with potential future partners and subscribers to enhance participation in SEACOM when advantageous.
- i. Participating in a non-voting capacity in meetings of the Board, Operations Committee and any other committees as may be established by the Board; providing advice and/or specific recommendations to the board/committees as may be requested or needed on matters of dispatch operations, administrative and technical (computer and communications systems) issues, and overall management and operations of SEACOM as a joint dispatch center.
- j. Developing appropriate long-range plans for consideration by the Operations Committee and Board.
- k. Performing all other duties as may be assigned by the SEACOM Board.
- l. Follow the SEACOM bylaws, operational policies, procedures, protocols and other actions established by the Board of Directors.
- m. Posting meeting notices, advising on open meeting law requirements, and maintaining all records for SEACOM in accordance to State Retention Schedules.

VIII. FISCAL AGENT

The City shall serve as the Fiscal Agent for SEACOM. The Fiscal Agent will assist in managing the financial affairs of SEACOM, in coordination with its Director and Board. The City agrees to perform all customary administrative responsibilities including:

a. Serving as the designated employer of the SEACOM Director, beginning December 11, 2018. The Director will be subject to City rules and regulations governing employment while serving SEACOM, and will be eligible for all benefits of City employment.

b. Beginning December 11, 2018, serving as the designated employer of SEACOM staff, administering and managing payroll and employee benefits.

c. Providing financial management and accounting. SEACOM will be treated as an agency fund of the City for accounting, financial reporting and audit purposes. All financial records maintained by the City shall be available for inspection and review by all Participants.

d. Contracting on behalf of SEACOM, in accordance with the City Procurement Policy and Procurement Department. The Fiscal Agent shall be responsible for incurring all liabilities and paying all bills of SEACOM. Persons or entities contracting with SEACOM cannot rely upon, or seek payment from, any Participant or its assets.

e. Acquiring property on behalf of SEACOM.

f. When necessary, suing on behalf of SEACOM, and defending any suit brought against it.

g. Purchase Errors and Omissions insurance to provide coverage for the SEACOM Board of Directors.

h. Assisting the SEACOM Director and Board with:

- i. Preparation of an annual budget;
- ii. Day to day fiscal management;
- iii. Billing and receiving user fees from participants;
- iv. All other related support that is customarily provided to a joint agency as fiscal agent.

i. However, notwithstanding the foregoing, the County shall provide IT support and maintenance of the SEACOM facility.

IX. LEGAL REPRESENTATION

Legal representation of SEACOM shall be provided by an attorney hired by the SEACOM Board. The cost of such representation shall be shared by the Participants in accordance with the membership/fee structure established for the operation of SEACOM.

X. DURATION AND TERMINATION

A. Term. This Agreement took effect on September 1, 2017. This Amended IGA shall take effect when approved by both the City Council and the Board of Supervisors. It shall remain in effect through June 30, 2022.

B. Voluntary Withdrawal. Thereafter, this IGA will renew automatically from year to year unless terminated, with or without cause by any Participant at least six (6) months prior to the start of the next fiscal year. Because the SEACOM budget will be based on Participant's membership in SEACOM, such termination will not take effect until the end of the fiscal year in which the notice was provided, and the terminating Participant's obligations under this IGA shall continue through the end of the fiscal year. Termination by any Participant does not affect the continuation or validity of this Agreement among other Participants.

a. Time is of the essence in giving notice of termination and/or withdrawal. The termination notice must be approved by the governing board of the terminating Participant. The termination must be in writing and sent by both email and hardcopy to the SEACOM Director and Chair of the SEACOM Board, received by both of them before six (6) months prior to the start of the next fiscal year.

b. Notwithstanding the foregoing, a Principal's participation may be terminated by the SEACOM Board at any time for delinquencies of at least 180 days in payments of user fees.

c. A terminating and/or withdrawing Principal is deemed to forfeit any and all rights it may have to SEACOM's personal or real property, unless otherwise provided by the Board; provided further that this forfeit of rights shall not apply to personal property on loan to the SEACOM from the terminating or withdrawing Principal. Upon termination, the terminating Participant shall promptly return any and all SEACOM equipment or other assets in its possession.

d. The termination and/or withdrawal of a Participant shall not discharge or relieve any Participant of its obligations to SEACOM to pay user fees owed up to the time of the effective date of termination or withdrawal.

e. SEACOM Subscriber Use Contracts or subsequent Agreements shall provide for similar notice and conditions for termination and withdrawal.

C. Termination of Participants. Any Participant that meets one or more of the conditions listed below shall be considered to have involuntarily withdrawn from SEACOM and their participation may be terminated.

- i) Nonpayment of fees for more than ninety (90) days;
- ii) The refusal to be bound by any of its obligations under this IGA or the Bylaws; or
- iii) The refusal to be bound by policies, procedures, written directives or standard operating procedures approved by the Board.

D. The SEACOM Board, by majority vote, shall determine whether to terminate a Participant. The Board shall provide a ninety (90) day written notice to the defaulting Participant sent via certified mail and email to the Participant's Board representative or, if the Participant has no Board representative, to the Chair of the Participant's governing body. If the defaulting

Participant is represented on the SEACOM Board, that representative shall count for purposes of the quorum but shall not be entitled to vote on termination.

E. The SEACOM Board of Directors will convene a meeting within thirty (30) days after the termination notice has been sent and, after giving the Participant an opportunity to be heard, shall make a final determination of termination. If the defaulting Participant is represented on the SEACOM Board, that representative shall count for purposes of the quorum but shall not be entitled to vote on termination.

F. After termination, the terminated Participant shall continue to be responsible for:

- i) Payment of its share of operational costs through the end of SEACOM's current fiscal year on the effective date of its termination;
- ii) Continuing compliance with any contractual obligations it has separately signed with SEACOM; and
- iii) The prompt return of any and all SEACOM assets and equipment in its possession.

XI. WAIVER

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

XII. ENTIRE AGREEMENT

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

XIII. RIGHTS OF THE PARTIES ONLY

The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall break any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.

XIV. INDEMNIFICATION

Each Principal and the SEACOM Board ("Indemnitor") shall indemnify, defend, and hold harmless the other Principals and the SEACOM Board (as "Indemnitee") from and against any and all claims, losses, liability, damages, costs or expenses (including reasonable attorney's fees) (collectively referred to as "Claims") arising out of employment claims, bodily injury of any person (including death) or property damage, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The obligations under this section shall survive

termination of this Agreement. If a Claim or Claims becomes subject to this Indemnity section, the Principals or SEACOM Board, through its Director, that are parties to the Claim(s) shall expeditiously meet to discuss a common and mutual defense including proportional liability and payment of possible litigation expense and money damages. Nothing herein shall be construed to modify the gross negligence standard applicable to emergency medical technicians or paramedics as otherwise set forth in statute.

XV. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

A. To the extent required by law, the parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5 which mandated that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities.

B. Both parties shall comply with (1) 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; (2) all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor; and (3) all applicable provisions of the Americans Disabilities Act (Public Law 101336, 42 U.S.C. §§ 12101-12213) and all applicable Federal Regulations under the Act including 28 CFR Parts 35 & 36.

XVI. DISPUTE RESOLUTION

A. The laws of the State of Arizona shall govern this Agreement and, in the event of litigation, venue shall be in Cochise County, Arizona.

B. In the event a party initiates action to enforce its rights hereunder, the substantially prevailing party shall recover from the non-prevailing party its expenses, court and/or arbitration costs, including taxed and untaxed costs, and reasonable attorneys' fees.

C. Time shall be of the essence for all performance required hereunder.

D. Notwithstanding the foregoing, if a dispute arises out of or relates to the Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree to first try to settle the dispute through mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, either party may request the presiding judge of the Superior Court of Cochise County to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

XVII. NOTICES

Any notices required under this Agreement shall be mailed, by first class mail to, and be effective upon actual receipt by:

A. For the County of Cochise:

B. For the City of Sierra Vista:

County Administrator
1415 Melody Lane, Bldg G
Bisbee, AZ 85603

City Manager
1011 N. Coronado Drive
Sierra Vista, AZ 85635

XVIII. This Agreement may be cancelled as provided in A.R.S. § 38-511, pursuant to the terms of that statute.

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

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

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

XXII. APPROVAL OF THE PARTIES

Before the Agreement shall become effective and binding upon the parties, it must be approved by the COUNTY Board of Supervisors and the CITY Council. This Agreement may be executed in counterparts and with electronic signatures, which shall have the same effect as though signed in pen and ink. In the event that either party fails or refuses to approve this Agreement, it shall be null and void and of no effect whatsoever.

IN WITNESS WHEREOF, the COUNTY has caused this instrument to be executed by Chairman of its Board of Supervisors and attested to by the Clerk of said Board; and the CITY has caused this Agreement to be executed by its Mayor and Council and attested to by the Clerk of said Council on the dates set forth below.

THIS AGREEMENT IS ENTERED INTO this ____ day of _____, 2018, by:

APPROVED:

APPROVED:

COUNTY OF COCHISE:

CITY OF SIERRA VISTA:

By: _____
Peggy Judd, Chair Date
Board of Supervisors

By: _____
Frederick W. Mueller, Mayor Date
City of Sierra Vista

ATTEST:

ATTEST:

By: _____
Arlethe G. Rios, Clerk Date
Board of Supervisors

By: _____
Jill Adams, City Clerk Date
City of Sierra Vista

In accordance with A.R.S. § 11-952, undersigned counsel have 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.

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

By: _____
Nathan Williams
City Attorney

DRAFT

Regular Board of Supervisors Meeting

Meeting Date: 10/23/2018

Resolution to select SEACOM Representative

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME Ed Gilligan

of PRESENTER:

TITLE

County Administrator

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Adopt Resolution 18-22 selecting County Representative on Board of Southeastern Arizona Communications Center (SEACOM).

Background:

n/a

Department's Next Steps (if approved):

Record fully executed resolution, send copy to CAO and CCSO.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

n/a

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Resolution

RESOLUTION 18-

**SELECTING COUNTY REPRESENTATIVE ON BOARD OF SOUTHEASTERN ARIZONA
COMMUNICATIONS CENTER**

WHEREAS, the Cochise County Sheriff and his staff have for many years successfully operated dispatch and emergency communications service; and

WHEREAS, in July, 2017, with the support of the Sheriff, Cochise County and the City of Sierra Vista established the Southeastern Arizona Communications Center (“SEACOM”) in order to enhance countywide dispatch and emergency communications service; and

WHEREAS, in recognition of the Sheriff’s expertise in operating dispatch and emergency communications service, the Board of Supervisors desires that the Sheriff serve as the County’s representative on the Board of SEACOM.

NOW, THEREFORE, BE IT RESOLVED that the Sheriff is hereby appointed as the County’s representative on the Board of SEACOM, subject to his acceptance as said representative.

ADOPTED by the Board of Supervisors of Cochise County, Arizona, this__ day of October, 2018.

Peggy Judd, Chair
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

Action 13.
County Sheriff

Regular Board of Supervisors Meeting

Meeting Date: 10/23/2018

Financial Crimes Unit

Submitted By: Sean Gijanto, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature NOT
Required

of ORIGINALS 0
Submitted for Signature:

NAME Sean Gijanto
of PRESENTER:

TITLE Lieutenant
of PRESENTER:

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 acceptance of a donation to the Cochise County Sheriff's office in the amount of \$956,420 from the Howard G. Buffet (HGB) Foundation in support of the Financial Crimes Unit for an additional two years.

Background:

2015, HGB foundation donated 1,043,747.97 to fully fund the Sheriff's Office newly created Financial Crimes Investigations Unit for three years. The BOS approved the acceptance of the funding and in January 2016 the FCU was initiated. The FCU has been quite successful and thus far exceeds initial expectations. Due to the volume of work and complexity of investigations performed, the HGB foundation has graciously offered to fully fund the unit of an additional for two years.

These funds are sufficient to pay two years of salary, ERE, health, and all annual operating expenses in full for three investigators. Additionally, funds cover all necessary capital expenses.

Annual operating expense: wages, ERE, health, O.T., vehicle operation, training/certifications

Capital expenses: vehicles/Fleet

Year One - \$433,764 (operating expenses)

\$41,106 (capital expenses)

\$474,870

Year Two - \$440,444 (operating expenses)

\$41,106 (capital expenses)

\$481,550

Total - \$956,420

Person(s) employed with these funds will be informed and acknowledge with their signature employment is contingent on availability of grant funds, and should those funds no longer be available employment with Cochise County may be discontinued.

Department's Next Steps (if approved):

If approved, CCSO will initiate the process to hire a special investigator having extensive experience, knowledge, and training in investigating financial crimes and money laundering.

Impact of NOT Approving/Alternatives:

If not approved, the current FCU investigators will continue performing investigations with the resources and time limitations they currently have. Unless another funding source is identified FCU will, most likely, cease operations when their current funding is depleted.

To BOS Staff: Document Disposition/Follow-Up:

Upon approval of the board, deposit check in the amount of \$956,420 in County bank account.

Budget Information

Information about available funds

Budgeted:
Unbudgeted:

Funds Available:
Funds NOT Available:

Amount Available:
Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

HGBF FCU Funding Letter
FCU Budget 2019-2020
Letter

THE HOWARD G. BUFFETT FOUNDATION

July 26, 2018

Thad Smith
Chief Deputy
Cochise County Sheriff's Office
205 N. Judd Dr.
Bisbee, AZ 85603

Dear Chief Deputy Smith:

Enclosed is a check in the amount of \$956,420 from the Howard G. Buffett Foundation (HGBF) to the Cochise County Sheriff's Office (CCSO). These funds are restricted for *Financial Crimes Unit (FCU)* and must be applied only to the expenditures described in the attached two-year proposal and budget submitted to the HGBF. At the conclusion of this project, any unexpended funds must be returned to the HGBF.

The HGBF requires that an annual report be submitted for the FCU grant. Please send the annual reports to me, with a copy to compliance@hgbfoundation.org.

Upon receipt of these funds, we require that you complete and return the enclosed Acknowledgement of Charitable Contribution form within five (5) business days.

Please contact me directly with any questions.

Best regards,



Trisha A. Cook
Vice President of Operations and Treasurer

Enclosures

Project Name Financial Crimes Unit
Budget Summary
Date Submitted

| Direct Costs | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 | TOTAL | % |
|--|-------------|-------------|-------------|-------------------|-------------------|-------------------|-------------|
| a. Salaries | \$ - | \$ 225,000 | \$ - | \$ 225,000 | \$ 229,000 | \$ 454,000 | 47.5% |
| b. Fringe Benefits | \$ - | \$ 133,764 | \$ - | \$ 133,764 | \$ 136,444 | \$ 270,208 | 28.3% |
| c. Overtime | \$ - | \$ 75,000 | \$ - | \$ 75,000 | \$ 75,000 | \$ 150,000 | 15.7% |
| d. Vehicles/Fleet | \$ - | \$ 41,106 | \$ - | \$ 41,106 | \$ 41,106 | \$ 82,212 | 8.6% |
| e. Supplies | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | 0.0% |
| f. Contracted Services | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | 0.0% |
| g. Other direct costs (Fleet/Cellular) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | 0.0% |
| h. Capital equipment | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | 0.0% |
| i. Field-level program interventions | \$ - | \$ - | \$ - | \$ 474,870 | \$ 481,550 | \$ 956,420 | 0.0% |
| DIRECT COSTS TOTAL | \$ - | \$ - | \$ - | \$ 474,870 | \$ 481,550 | \$ 956,420 | 0.0% |

Indirect Costs

| | | | | | | | |
|------------------------------|-------------|-------------|-------------|-------------------|-------------------|-------------------|-------------|
| j. Overhead Costs per Year | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | 0.0% |
| TOTAL PROPOSED BUDGET | \$ - | \$ - | \$ - | \$ 474,870 | \$ 481,550 | \$ 956,420 | 100% |

not to exceed 10% of PROPOSED BUDGET

THE HOWARD G. BUFFETT FOUNDATION

August 28, 2018

Thad Smith
Chief Deputy
Cochise County Sheriff's Office
205 N. Judd Dr.
Bisbee, AZ 85603

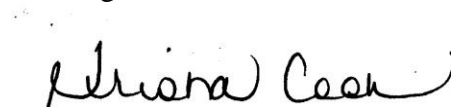
Dear Chief Deputy Smith:

We are sending this letter in addition to the previous letter sent July 26, 2018, regarding the Financial Crimes Unit. The Foundation has committed \$956,420 to support the Financial Crimes Unit. We request that this letter, as well as the July 26th letter, be attached and acknowledged to the resolution that the Cochise County Board will consider. If the Cochise County Board decides to accept these funds from the Howard G. Buffett Foundation, the funds are restricted to the support of the Cochise County Sheriff's Office's Financial Crimes Unit, and they cannot be diverted for any other purpose.

The terms in the July 26th agreement are still applicable to this grant; however, we feel it is necessary to add clarification that makes it clear that if the County Board accepts these funds on behalf of the Sheriff's Office, that they cannot be diverted or swept for any other purpose.

Please contact me directly with any questions.

Best regards,



Trisha A. Cook
Vice President of Operations and Treasurer

cc: Jeremy Lite

**Action 14.
Facilities**

Regular Board of Supervisors Meeting

Meeting Date: 10/23/2018

License the use of Tovreaville Road Facility to the City of Bisbee

Submitted By: Jay Howe, Facilities

Department: Facilities

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

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

NAME of PRESENTER: Ed Gilligan **TITLE of PRESENTER:** County Administrator

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve a license agreement between Cochise County and the City of Bisbee authorizing the City exclusive use of the County's property located at 915 S. Tovreaville Road in Bisbee for a period of not less than 25 years.

Background:

In 2014 juvenile probation employees vacated all offices at the Tovreaville Road facility and moved to other county property in Bisbee and Sierra Vista. Since that time, no County employees have occupied office in the main building and large mobile units on the property. The Sheriff's Office has a small mobile unit at the site to facilitate video visitation with jail inmates. The Sheriff's Office has also used vacant buildings at the site for training exercises. There are no full-time County services offered at this location and the County has no foreseeable plans to utilize the facilities for County services. In licensing the building to the City, the County would save approximately \$15,000 per year in utility and maintenance expenses at the site. The Sheriff's visitation unit would be relocated to Melody Lane or another suitable County office location.

Department's Next Steps (if approved):

If the agreement is approved by the Board, County Administration and the Facilities Department will work with the Sheriff's Office to arrange relocation of the visitation unit and will ensure the buildings are prepped for transfer of occupancy rights to the City.

Impact of NOT Approving/Alternatives:

If not approved County will have to consider auctioning the property as it has no foreseeable use for County services.

To BOS Staff: Document Disposition/Follow-Up:

If approved, Board Chairperson to sign license agreement return to County attorney, Britt Hanson to present to City of Bisbee

Attachments

LicenseAgreement

Exhibit A

LICENSE AGREEMENT

This LICENSE AGREEMENT, entered into this _____ day of _____, 2018, between COCHISE COUNTY, State of Arizona (hereinafter, “the COUNTY”) and the CITY OF BISBEE, COCHISE COUNTY, (hereinafter, “the CITY”).

RECITALS

WHEREAS, the COUNTY owns and controls certain real property known as the former County Juvenile Detention Facility on Tovreaville Road, Bisbee, Arizona, Tax Parcel # 102-14-002A, with a legal description set forth on Exhibit A hereto and a map of the property set forth on Exhibit B hereto (the “Subject Premises”); and

WHEREAS, the County has not used the Subject Premises for several years, and does not have a current or proposed use for the Subject Premises; and

WHEREAS, after City Hall burned down in 2017, the City has a need for space, and desires to lease the Subject Premises; and

WHEREAS, the County and City have authority to enter into this License pursuant to A.R.S. 9-241 and 11-251.

NOW, THEREFORE, the parties agree as follows:

I

LICENSE OF PREMISES

The COUNTY hereby grants to the CITY a license to use the Subject Premises.

II

TERMS OF AGREEMENT

The effective date of this AGREEMENT shall be _____, 2018, and shall remain in effect through _____, 2043 [insert a date 25 years from the effective date]. The CITY shall have an option to renew for twenty-five (25) additional years.

III

PURPOSE OF AGREEMENT

The CITY intends to use the Subject Premises as in interim CITY HALL, but the CITY may use the Subject Premises for any purposes, so long as such purposes are permitted by law.

IV

CONSIDERATION

In consideration of the COUNTY's lease of the subject premises, the CITY agrees to pay, as rent the sum of ONE DOLLAR (\$1.00) in lawful U.S. currency, payable on the effective date of this AGREEMENT and upon each anniversary date thereof, and further agrees to comply with such other terms and conditions as may be specified in this AGREEMENT.

V

CONDITION AND SUITABILITY OF SUBJECT PREMISES

The COUNTY makes no representations or warranties as to the condition of the Subject Premises as of the effective date of this AGREEMENT or at any other time, and further makes no representations or warranties as to the suitability of the Subject Premises for use of by the CITY. The CITY takes the Subject Premises as is.

VI

SCOPE OF LICENSE

Property interests conveyed pursuant to this AGREEMENT consist solely of a license to use the real property comprising the Subject Premises as described herein.

VII

REPAIRS, MAINTENANCE AND IMPROVEMENTS

The CITY shall be fully responsible for all repairs, maintenance and improvements within the boundaries of the Subject Premises except as expressly provided herein. The CITY will maintain the Subject Premises in as good a condition as when it takes possession.

VIII

UTILITIES

The CITY shall be solely responsible for obtaining and maintaining all utility services to the Subject Premises. It is expressly agreed that upon the effective date of this Agreement the COUNTY shall no longer have responsibility for CITY sewer service and the CITY shall no longer bill the COUNTY for such service.

IX

ALTERATIONS AND IMPROVEMENTS

The CITY may make such alterations and improvements as it deems necessary for full use and enjoyment of the leased premises.

X

INTERESTS AFFECTING USE AND ENJOYMENT

COUNTY is unaware of any liens, encumbrances or other interests that would interfere with the CITY's use and enjoyment of the Subject Premises. The CITY shall have full use and enjoyment of the Subject Premises, undisturbed by the COUNTY, so long as the CITY's uses are permitted by law and the CITY maintains the Subject Premises in good condition.

XI

SURRENDER OF PROPERTY UPON EXPIRATION OF AGREEMENT

Upon expiration of this AGREEMENT, in the event that a new Agreement is not entered into by the parties pursuant to terms of Section II, above, the CITY shall surrender the Subject Premises to the COUNTY in the same condition in which it received the Subject Premises or, in the alternative, with all improvements removed so that the Subject Premises are vacant land. Upon such surrender, the CITY shall remove any personal property, and all buildings, improvements, or fixtures constructed or placed by the CITY upon the Subject Premises, within ninety (90) days following expiration of this AGREEMENT, unless otherwise agreed by the parties. If the CITY fails to do so, the COUNTY, at its option, may remove any and all such property and the CITY shall be liable to the COUNTY for the cost of doing so.

XII

INDEMNIFICATION

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

XIII

ASSIGNMENTS OR TRANSFERS

The CITY shall not assign any rights or duties under this AGREEMENT and shall not, in any manner, transfer or convey any right, title or interest in the Subject Premises without the express written consent of the COUNTY. Any action which purports to affect any such assignment or transfer shall be void.

XIV

WAIVER

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

XV

STANDARD CLAUSES

This AGREEMENT is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are incorporated herewith by reference.

The parties shall comply with all applicable state and federal laws that prohibit discrimination against any person based on race, religion, disability, color, age, sex, sexual orientation, or national origin.

In accordance with ARS § 35-393.01, the parties certify that they are currently not engaged in, and for the duration of this Agreement agree not to engage in, a boycott of Israel.

The parties agree that any dispute arising under this Contract involving the sum of \$50,000 or less in money damages only shall be resolved by arbitration pursuant to A.R.S. § 12-1501 et. seq. The decision of the arbitrator(s) shall be final. In any action brought in Superior Court venue shall be in the Cochise County Superior Court.

Both parties to this AGREEMENT shall retain for inspection and audit by the State all books, accounts, reports, files, and other records relating to the performance of this AGREEMENT for a period of five (5) years after its completion. Upon request of either party to this AGREEMENT, a legible copy of all such records shall be produced at the administrative office of the requesting party or at the office of the State Auditor General. The original of all such records shall be available and produced for inspection of and audit when requested by either party or the Auditor General to verify the authenticity of the copy.

XVI

NOTIFICATION

Any notification due to either party under this AGREEMENT shall be as follows:

COUNTY:
County Administrator
1415 Melody Lane, Building G
Bisbee, AZ 85603

CITY:
City Manager
1415 Melody Lane, Building G
Bisbee, AZ 85603

XVII

ENTIRE AGREEMENT

This written AGREEMENT, and attachments hereto, constitute the entire Agreement between the parties with respect to the subject matter hereof, and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing, agreements, and all other communications between the parties. It may not be released, discharged, changed or modified except by an instrument in writing,

signed by a duly authorized representative of each of the parties, except as specifically provided otherwise in this AGREEMENT.

XXII

APPROVAL BY THE PARTIES/WAIVER OF CONFLICT

Before this AGREEMENT shall become effective and binding upon the parties, it must be approved by the COUNTY’s Board of Supervisors and by the CITY’s Mayor and Council. In the event that either party fails or refuses to approve this AGREEMENT, it shall be null and void and of no effect whatsoever. Both parties acknowledge that this AGREEMENT was drafted by the County Attorney, which represents both the CITY and the COUNTY, and waive any conflict arising from that dual representation.

XXIII

RECORDATION

This AGREEMENT shall be recorded with the Cochise County Recorder.

IN WITNESS WHEREOF, the COUNTY has caused this instrument to be executed by the Chair of the Board of Supervisors and attested to by the Clerk of said Board; and the CITY has caused this AGREEMENT to be executed by its Mayor, and attested by the City Clerk, on the day and year first above written.

APPROVED:

COCHISE COUNTY BOARD OF SUPERVISORS

By: _____
Peggy Judd, Chair Date

ATTEST:

Arlethe Rios, Clerk of the Board

APPROVED:

CITY OF BISBEE

By: _____
David Smith, Mayor Date

ATTEST:

Ashlee Coronado, City Clerk

APPROVED AS TO FORM:

By: _____
Britt Hanson
Chief Civil Deputy, Cochise County Attorney
And City Attorney

EXHIBITS

A – Legal description of Subject Premises

B – Map of Subject Premises
See Exhibit A

**EXHIBIT A
LEGAL DESCRIPTION
915 S. Tovreaville Road**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COCHISE, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL I:

The surface to a depth of 40.00 feet beneath the surface, being shown on Mineral Survey No.(s) 1743 on file in the Bureau of Land Management as granted by Patent recorded in Book 26 Deeds of Mines, page 4 records of Cochise County, Arizona, described as follows:

Beginning at a point, whence cor. No. 2, tag 1050, of the Wales Patented Lode Mining Claim, U.S. Mineral Survey #1743, bears South 05°41'30" East, a distance of 159.21 feet,
thence North 74°22'50" East, a distance of 272.25 feet;
thence South 15°37'10" East, a distance of 320.00 feet;
thence South 74°22'50" West, a distance of 272.25 feet;
thence North 15°37'10" West, a distance of 320.00 feet to the POINT OF BEGINNING;

EXCEPT any portion lying within county road described in Book 6 of Surveys, pages 31 and 39.

PARCEL II:

The surface to a depth of 40.00 feet beneath the surface of the Last Chance and Nellie MSWarren Mining District, being shown on Mineral Survey No.(s) 1393 on file in the Bureau of Land Management as granted by Patent recorded in Book 12 Deeds of Mines, page 575 records of Cochise County, Arizona, described as follows:

BEGINNING at a point, whence corner No. 2, P.D. Tag 1050 of the Wales Patented Lode Mining Claim bears North

25°10'11" West, a distance of 165.45 feet;
thence North 74°22'50" East, a distance of 272.25 feet;
thence North 15°37'10" West, a distance of 320.00 feet;
thence North 74°22'50" East, a distance of 158.00 feet;
thence South 15°37'10" East, a distance of 425.00 feet;
thence South 74°22'50" West, a distance of 430.25 feet;
thence North 15°37'10" West, a distance of 105.00 feet;

EXCEPT any portion lying within county road described in Book 6 of Surveys, pages 31 and 39.