



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, December 18, 2018 at 10:00 AM

BOARD OF SUPERVISORS HEARING ROOM

1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

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

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Members of the Cochise County Board of Supervisors will attend either in person or by telephone, video or internet conferencing.

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

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

CALL TO THE PUBLIC

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

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of December 4, 2018.
2. Approve amendment to the Personal Leave Policy to clarify payout amounts for Court employees effective December 16, 2018.
3. Approve an application for a Permanent Extension of Premises liquor license submitted by Mr. Mark Anders Jorve for Zarpara Vineyard, Winery, located at 6777 S. Zarpara Lane, Willcox, 85643.

Court Administration

4. Approve the appointment of Justice of the Peace Elect Janus A. Poppe to serve as Justice of the Peace Pro Tempore, until the start of his elected term on January 2, 2019, effective December 24, 2018 and terminate upon his swearing in on January 2, 2019.

Finance

5. Approve demands and budget amendments for operating transfers.

Health & Social Services

6. Approve Intergovernmental Agreement (IGA) ADHS16-109191 Amendment 6, Healthy People Healthy Communities, between the Arizona Department of Health Services and Cochise Health & Social Services in the amount of \$684,356 effective July 1, 2018 through June 30, 2019.

Workforce Development

7. Approve the appointment of Mr. Abriel Quiroz to the Local Workforce Development Board to fill an unexpired term, effective immediately through June 30, 2022.

PUBLIC HEARINGS

Board of Supervisors

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

ACTION

Board of Supervisors

9. Adopt Resolution 18-24 setting the Cochise County workweek and pay periods.
10. Approve the over-the-counter sale of tax deed properties as set forth in the attached Exhibit A, plus related administrative fees.
11. Approve the funding model for the Southeastern Arizona Communications Center (SEACOM).

County Sheriff

12. Approve Intergovernmental Agreement (IGA) 2018-098 between the Arizona Department of Public Safety (ADPS) and the Cochise County Sheriff's Office, to continue to fund five deputy positions for the Border Strike Force Bureau, effective July 1, 2018 through June 30, 2019 with automatic annual renewal options through June 30, 2021.

Court Administration

13. Certify that the total court revenues collected in Fiscal Year 2017/2018 exceeded total court revenues collected in Fiscal Year 1997/1998, and authorize distribution of the 5% set-aside revenues, pursuant to ARS 41-2421.

Facilities

14. Approve new lease of property between Cochise County and Wiley E. (Gene) and Lori J. Moreman to build additional T-Hangars at Wilcox Airport, effective January 2, 2019.

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

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Report by District 2 Supervisor, Ann English

Report by District 3 Supervisor, Peggy Judd

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

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

Regular Board of Supervisors Meeting

Meeting Date: 12/18/2018

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 December 4, 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, December 4, 2018**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, December 4, 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; Elda Orduno, Civil Deputy County Attorney;
Present: Arlethe G. Rios, Clerk of the Board

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

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

PLEDGE OF ALLEGIANCE

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

CALL TO THE PUBLIC

Chairman Judd opened the call to the public.

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

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

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of November 27, 2018.

Court Administration

2. Approve the appointments of Justices of the Peace Janus A. Poppe and Ruben J. Adame to serve as Juvenile Hearing Officers, authorized under A.R.S. 8-323 effective January 2, 2019; and Justice of the Peace Pro Tempore Gary W. Ramaeker to serve as Juvenile Hearing Officer, effective January 2, 2019.

Finance

3. Approve demands and budget amendments for operating transfers. Warrants Nos. 30126-30477 were issued in the amount of \$449,007.51.

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.

<u>Fund</u>	<u>Vendor</u>	<u>Amount</u>
246	Williamson, Daniel	\$12,000.00
100	Pima County Health Dept.	\$39,000.00

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

PUBLIC HEARINGS

Board of Supervisors

4. Approve a new liquor license application for a series #13 Farm Winery license submitted by Mr. Mark Walter Beres for Flying Leap Vineyards, located at 5051 E. Flying Leap Way in Willcox, AZ.

Ms. Arlethe G. Rios, Clerk of the Board, presented this item. Ms. Rios said the Sheriff's Office had no recommendation; the Treasurer's Office advised that the property taxes are current; the Development Services Department has recommended approval; and the Health Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business. There have been no formal protests and the \$100.00 processing fee has been paid. Board staff recommended approval.

Chairman Judd opened the public hearing.

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

Supervisor English asked about the address of the new license.

Ms. Rios said that a formal address had not been assigned yet and would be when the license process was finalized.

Supervisor English moved to approve a new liquor license application for a series #13 Farm Winery license submitted by Mr. Mark Walter Beres for Flying Leap Vineyards, located at 5051 E. Flying Leap Way in Willcox, AZ. Vice-Chairman Call seconded the motion.

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

Community Development

5. Adopt Zoning Ordinance 18-10 to approve Docket Z-18-09 Contreras R-18 (Residential, one dwelling per 18,000 square feet) to R-9 (Residential, one dwelling per 9,000 square feet).

Mr. Robert Kirschmann, Planner II, presented this item using a PowerPoint presentation. Mr. Kirschmann gave the background and explained that the request was for multiple parcels in the area. He showed a map of the location and pictures of the area. He added that one letter of opposition and two letters in support had been received and showed the modifications added in

order to address concerns.

He listed the factors in favor:

1. Allowing the rezoning and subsequent residential use would not alter the overall character of development in the area
2. Existing property owners, which were not involved with the illegal lot splits will have compliant properties and be able to replace in the event of a fire, obtain permits, and construct a new home.
3. Two letters of support have been received.

and the factors against:

1. Should the vacant parcel be developed, minor increases in traffic might be seen and improvements might be needed on Sunflower.
2. One letter of opposition has been received.

He moved on saying that the Planning Commission recommended a conditional approval subject to the following conditions:

1. The property owners 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 property owners' 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.

Modification: A request that the setbacks be modified to allow existing homes, garages, sheds, etc. which encroach into the required setbacks be allowed to continue.

He added that this change would be positive for the entire neighborhood in the future.

Chairman Judd opened the public hearing.

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

Vice-Chairman Call moved to adopt Zoning Ordinance 18-10 to approve Docket Z-18-09 Contreras R-18 (Residential, one dwelling per 18,000 square feet) to R-9 (Residential, one dwelling per 9,000 square feet). Supervisor English seconded the motion.

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

ACTION

Emergency Services

6. Approve the 2018 Emergency Management Performance Grant (EMPG) Agreement, in the amount of \$91,351.70, effective July 1, 2018 through June 30, 2019.

Mr. Gabe Lavine, Emergency Services, presented this item. Mr. Lavine said that this grant was a supplement to a previous grant and it would help local municipalities with training needs. He noted that the funding was reimbursed at a 50% rate.

Supervisor English moved to approve the 2018 Emergency Management Performance Grant (EMPG) Agreement, in the amount of \$91,351.70, effective July 1, 2018 through June 30, 2019. 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 deferred his report.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Vice-Chairman call said he would be attending the following meetings: Cochise County Recharge Network (CCRN) and the Huachuca 50.

Report by District 2 Supervisor, Ann English

Supervisor English said she had attended a meeting with the General Services Administration (GSA) to discuss a two port solution for the Douglas area. She added that she would also attend the Arizona Association of Counties (AACo) meeting at the end of the week in Phoenix.

Report by District 3 Supervisor, Peggy Judd

Chairman Judd gave an update on community events in her district.

Chairman Judd adjourned the meeting at 10:18 a.m.

APPROVED:

Peggy Judd, Chairman

ATTEST:

Arlethe G. Rios, Clerk of the Board

C Co. Demands 12.4.18

30116	11/21/2018	Cochise County/Sheakley/National Bank	\$4,242.82	30193	11/27/2018	Deely, Kay	\$73.50
30117	11/21/2018	ECMC	\$293.11	30194	11/27/2018	Dekeizer, John P	\$137.68
30118	11/21/2018	Ewing & Ewing Attorneys	\$291.59	30195	11/27/2018	Demco Inc.	\$159.69
30119	11/21/2018	GC Services LP / PHEAA	\$124.50	30196	11/27/2018	Deneke, Buffy	\$94.50
30120	11/21/2018	General Revenue Corporation	\$297.96	30197	11/27/2018	Despain, Elizabeth	\$224.62
30121	11/21/2018	Licking County CSEA	\$178.61	30198	11/27/2018	DeVries, Margaret	\$278.25
30122	11/21/2018	Pre-paid Legal Services, Inc. dba LegalShield	\$1,699.75	30199	11/27/2018	Dewitt, Elsa L	\$115.00
30123	11/21/2018	Support Payment Clearinghouse	\$5,823.78	30200	11/27/2018	Dillingham, Bruce Edward	\$136.84
30124	11/21/2018	Trellis Company	\$183.01	30201	11/27/2018	Direct TV	\$37.63
30125	11/21/2018	U.S. Department of Education	\$177.67	30202	11/27/2018	Dobkowski, John J	\$136.00
30126	11/27/2018	ACE Hardware	\$21.89	30203	11/27/2018	Dodge, Abigail	\$2,302.42
30127	11/27/2018	Amarillas-Alvarez, Stephanie Nicole	\$152.80	30204	11/27/2018	Earhart, Barbara J	\$201.52
30128	11/27/2018	Amaru, Jacob	\$4,150.00	30205	11/27/2018	Eberly, Glenn A	\$190.00
30129	11/27/2018	Amazon.com LLC	\$732.94	30206	11/27/2018	Emerson-Roberts, Michele	\$141.75
30130	11/27/2018	Ames, Nancie, E.	\$100.00	30207	11/27/2018	Emily Danies Attorney at Law LLC	\$3,225.00
30131	11/27/2018	Anable, Sylvia M	\$115.00	30208	11/27/2018	Farley, Peggy	\$183.88
30132	11/27/2018	Anderson, Steven James	\$250.00	30209	11/27/2018	Federal Express Corporation	\$29.66
30133	11/27/2018	Andrews, Janis, B.	\$141.04	30210	11/27/2018	Ferguson Enterprises, Inc.	\$6,700.26
30134	11/27/2018	Andrews, Joseph, L.	\$115.00	30211	11/27/2018	Fernandez, Delia	\$115.00
30135	11/27/2018	Arevalos, Sandra Jean	\$34.59	30212	11/27/2018	Fimbres, Javier F	\$115.00
30136	11/27/2018	Arizona Counties Insurance Pool	\$10,536.02	30213	11/27/2018	Fix, Janie F	\$144.40
30137	11/27/2018	Arizona Department of Corrections	\$184.00	30214	11/27/2018	Fleming, Patricia, V.	\$1,361.25
30138	11/27/2018	Arizona Department of Corrections	\$810.00	30215	11/27/2018	Fleming, Robert L	\$20.00
30139	11/27/2018	Arizona Public Service - APS	\$861.25	30216	11/27/2018	Forbes, Janet, L.	\$100.00
30140	11/27/2018	Auletta, Susan P	\$1,625.00	30217	11/27/2018	Fox, Marilyn Louise	\$115.00
30141	11/27/2018	Baker & Taylor, LLC	\$1,645.44	30218	11/27/2018	Frank, Pamela Gail	\$152.60
30142	11/27/2018	Banner-University Physicians Healthcare, Inc.	\$450.00	30219	11/27/2018	Frizzell, Anastacia	\$115.00
30143	11/27/2018	Barnes, Margery, O.	\$138.52	30220	11/27/2018	Fry, Ruth Ellen	\$115.00
30144	11/27/2018	Bella Vista Water Company-Liberty Water	\$948.67	30221	11/27/2018	Fuentes, Lorenzo G	\$182.20
30145	11/27/2018	Benavidez, Frank P.	\$115.00	30222	11/27/2018	Gacon, Richelle, J.	\$183.88
30146	11/27/2018	Benson, City of	\$396.52	30223	11/27/2018	Garan, CJ	\$172.12
30147	11/27/2018	Birch, Tamara R	\$50.00	30224	11/27/2018	Garcia, Alma	\$100.00
30148	11/27/2018	Bisbee, City of (Ambulance)	\$998.06	30225	11/27/2018	Gasper, Jo Ann	\$152.72
30149	11/27/2018	Black, Victoria	\$50.00	30226	11/27/2018	Gilbert, Charlotte B	\$141.04
30150	11/27/2018	Blair, Marie, A.	\$50.00	30227	11/27/2018	GlaxoSmithKline LLC	\$2,387.50
30151	11/27/2018	Blinkinsop, Neenah L	\$100.00	30228	11/27/2018	Gojkovich, Ronald	\$114.51
30152	11/27/2018	Bohling, Linda K	\$113.44	30229	11/27/2018	Gonzales, Rudy	\$630.00
30153	11/27/2018	Bomar, William	\$115.00	30230	11/27/2018	Grady, Carolyn J	\$167.08
30154	11/27/2018	Bos, Wanda Jean	\$133.73	30231	11/27/2018	Graham, Margaret A	\$142.72
30155	11/27/2018	Bradley R Johnson MD PLLC	\$500.00	30232	11/27/2018	Grainger, Roberta	\$229.24
30156	11/27/2018	Brown, Christie	\$446.25	30233	11/27/2018	Griffith, David Bruce	\$12,215.00
30157	11/27/2018	Brown, Michele M	\$115.00	30234	11/27/2018	Griffith, John W	\$500.00
30158	11/27/2018	Brownell, Richard, N.	\$115.00	30235	11/27/2018	Gutierrez, Linda	\$115.00
30159	11/27/2018	Brownell, Catherine Anne	\$115.00	30236	11/27/2018	Guzman, Delia T	\$339.92
30160	11/27/2018	Bunyard, Laura Anne	\$115.00	30237	11/27/2018	Hady, Nora	\$115.00
30161	11/27/2018	Burnett, Nancy, I.	\$151.12	30238	11/27/2018	Haller, Cyntia, Marie	\$115.00
30162	11/27/2018	Cable One	\$94.52	30239	11/27/2018	Hanigan, Thomas Henry	\$115.00
30163	11/27/2018	Canyon Vista Medical Center	\$10,800.00	30240	11/27/2018	Hardy, Carol, A.	\$115.00
30164	11/27/2018	Carberry, Lucinda Louise	\$115.00	30241	11/27/2018	Harris, Kara Lucille	\$151.12
30165	11/27/2018	Cardona, Joan M.	\$23.30	30242	11/27/2018	Hatfield Funeral Home	\$1,280.00
30166	11/27/2018	Cardoza, Rose Marie E	\$100.00	30243	11/27/2018	Hays, Barbara E.	\$115.00
30167	11/27/2018	Carrillo, David V	\$100.00	30244	11/27/2018	Hays, Lawrence Grant	\$115.00
30168	11/27/2018	CDW LLC	\$1,229.61	30245	11/27/2018	Heideman, Cynthia A	\$130.12
30169	11/27/2018	Cengage Learning, Inc. dba GALE	\$69.62	30246	11/27/2018	Heisner, Jeremy	\$45.00
30170	11/27/2018	CenturyLink Communications	\$953.17	30247	11/27/2018	Herron, Clifford, Lex	\$50.00
30171	11/27/2018	Cintas Fire Protection	\$2,857.05	30248	11/27/2018	Herron, Suzanne, Gilbert	\$50.00
30172	11/27/2018	Cochise County Clerk of Superior Court	\$5,509.95	30249	11/27/2018	Highley, Cynthia A.	\$127.60
30173	11/27/2018	Cochise Lock and Safe, Inc.	\$850.33	30250	11/27/2018	Himes, Leslie Ann	\$147.76
30174	11/27/2018	Cohen, Jessi, Taylor	\$152.80	30251	11/27/2018	Hirshouer, James	\$120.00
30175	11/27/2018	Cohen, Jane T	\$115.00	30252	11/27/2018	Hirst, Darla R.	\$157.00
30176	11/27/2018	Cohen, Pamela Karen	\$152.80	30253	11/27/2018	Holder, Maxine P	\$115.00
30177	11/27/2018	Cohorn, Phyllis L.	\$115.00	30254	11/27/2018	Honeman, Van G.	\$1,103.20
30178	11/27/2018	Contract Pharmacy Services, Inc.	\$7,227.83	30255	11/27/2018	Howison, Lisa, LeAnne	\$143.56
30179	11/27/2018	Cooksley, Kent, C.	\$50.00	30256	11/27/2018	Jacobsen, Nancy, June	\$100.00
30180	11/27/2018	Cool Dreams Window Tinting	\$1,759.92	30257	11/27/2018	Jansen, Keith	\$115.00
30181	11/27/2018	Cotton, Terry Michael	\$142.97	30258	11/27/2018	Jensen's Sierra Vista Mortuary	\$1,920.00
30182	11/27/2018	Courtesy Chevrolet / GMAC	\$173,436.76	30259	11/27/2018	Johnson, Kathleen B	\$115.00
30183	11/27/2018	COX Communication Arizona, LLC	\$305.00	30260	11/27/2018	Jones, Florence J	\$224.00
30184	11/27/2018	COXWORTH, DANIEL	\$115.00	30261	11/27/2018	Jones, Harlan LeRoy	\$100.00
30185	11/27/2018	Crowell, Patricia	\$145.66	30262	11/27/2018	Jones, Linda H	\$115.00
30186	11/27/2018	Culligan of Tucson	\$288.98	30263	11/27/2018	JWS Web Design LLC	\$500.00
30187	11/27/2018	Dacus, Pamela	\$140.20	30264	11/27/2018	Keefe Commissary Network, LLC	\$4,147.56
30188	11/27/2018	Dandurand, Felicia L	\$127.60	30265	11/27/2018	Kelly, Peter A.	\$4,982.00
30189	11/27/2018	Davis III, Arnold D	\$115.00	30266	11/27/2018	Kelso II, David Howard	\$100.00
30190	11/27/2018	Davis Jr, Arnold D	\$115.00	30267	11/27/2018	Kennedy, Barbara A	\$137.68
30191	11/27/2018	Davis, Jeanette H	\$150.28	30268	11/27/2018	Kennon, Maria D.	\$140.00
30192	11/27/2018	de la Cruz, Judy	\$152.80	30269	11/27/2018	Kirkley, Linda D	\$127.60

30270	11/27/2018	Klump, J. Kathryn	\$115.00	30347	11/27/2018	Rodriguez, Jay, J.	\$125.92
30271	11/27/2018	Knoche, Jayne Marie	\$115.00	30348	11/27/2018	Rodriguez, Edna M.	\$115.00
30272	11/27/2018	Korleski, Raymond G	\$126.76	30349	11/27/2018	Rose, Linda S	\$115.00
30273	11/27/2018	Kosinski,, Frances	\$100.00	30350	11/27/2018	Ross, Patricia G.	\$52.50
30274	11/27/2018	Krieg, Eric David	\$120.00	30351	11/27/2018	Ross, Ramiro	\$52.50
30275	11/27/2018	LaBombard, Holly, Jean	\$192.92	30352	11/27/2018	Ruiz, Gabriel	\$569.63
30276	11/27/2018	Lambert, Leslie, L.	\$108.40	30353	11/27/2018	Ruiz, Irene G	\$605.13
30277	11/27/2018	Landwerlen, Loretta, T.	\$162.88	30354	11/27/2018	Runbeck Election Services Inc.	\$1,312.55
30278	11/27/2018	Larned, Michele I.	\$117.64	30355	11/27/2018	Schiff, Laurence	\$2,800.00
30279	11/27/2018	Law Office of Janelle A. McEachern	\$3,725.00	30356	11/27/2018	Schlesinger, Aaron	\$532.00
30280	11/27/2018	Law Office of Joan M Sacramento	\$2,900.00	30357	11/27/2018	Schlievert, Scott W.	\$1,200.00
30281	11/27/2018	Law Office of Joan M Sacramento	\$350.00	30358	11/27/2018	Schneider, Carol, L.	\$134.44
30282	11/27/2018	Law Office of Sarah Michele Martin	\$4,200.00	30359	11/27/2018	Schoder-Ehri, Ruthe E.	\$145.24
30283	11/27/2018	Law Office of Stephanie C. Stoltman	\$2,400.00	30360	11/27/2018	Schoder-Ehri, William L	\$121.72
30284	11/27/2018	Lawson, Marilyn R	\$100.00	30361	11/27/2018	Schueman, Edgar Louis	\$126.76
30285	11/27/2018	Legend Technical Services of Arizona, Inc.	\$32.00	30362	11/27/2018	Senergy Petroleum LLC	\$7,659.11
30286	11/27/2018	Lemley, Charles Richard	\$115.00	30363	11/27/2018	Shaver, Linda Joyce	\$182.20
30287	11/27/2018	Lepard, Charlet C.	\$165.00	30364	11/27/2018	Sheldahl, Lois Marie	\$148.60
30288	11/27/2018	Levin, Joel, B.	\$139.36	30365	11/27/2018	Shipley, Rita	\$50.20
30289	11/27/2018	Lewis, David Alen	\$115.00	30366	11/27/2018	Simkin, Helen	\$50.00
30290	11/27/2018	Love, Glenda M	\$186.40	30367	11/27/2018	Simmons, Jacob, Daniel	\$165.40
30291	11/27/2018	Lowell A. Jensen, PLC	\$3,615.00	30368	11/27/2018	Simmons, Sara Lynn	\$190.40
30292	11/27/2018	Lujan Robert E	\$251.72	30369	11/27/2018	Slater, Howard F	\$140.20
30293	11/27/2018	Lujan, Charlene L	\$115.00	30370	11/27/2018	Smith, Linda S	\$504.00
30294	11/27/2018	Lumiere, Monica P.	\$120.00	30371	11/27/2018	SourceHOV	\$105.00
30295	11/27/2018	MacMasters, Cheyenne Katie	\$828.66	30372	11/27/2018	Southwest Gas Corporation	\$196.40
30296	11/27/2018	Malarchik, Brenda L	\$502.24	30373	11/27/2018	Stefanov, Steven	\$540.19
30297	11/27/2018	Manch Law Firm PLLC	\$2,600.00	30374	11/27/2018	Stephens, Asa	\$100.00
30298	11/27/2018	Many Horses, Hajayyah	\$162.12	30375	11/27/2018	Stericycle Inc.	\$3,464.08
30299	11/27/2018	Martinez, Lupe S	\$115.00	30376	11/27/2018	Stickler, Patricia, Ronell	\$172.96
30300	11/27/2018	Martzke, James F.	\$115.00	30377	11/27/2018	Stoner, Elizabeth Ashe	\$148.60
30301	11/27/2018	Martzke, Vicki J.	\$277.76	30378	11/27/2018	Straka, Darla E.	\$129.28
30302	11/27/2018	Mason, Barbara Jean	\$115.00	30379	11/27/2018	Straka, James E.	\$115.00
30303	11/27/2018	Mastin, Georgia Ann	\$115.00	30380	11/27/2018	Sugitan, Corinne D.	\$123.52
30304	11/27/2018	McCann, Linda	\$115.00	30381	11/27/2018	Sullivan, Jean	\$192.08
30305	11/27/2018	McVean, Christine A	\$17.50	30382	11/27/2018	Sulphur Springs Valley Electric Coop., Inc.	\$15,206.09
30306	11/27/2018	Mead, Raymond R.	\$122.98	30383	11/27/2018	Supplemental Health Care	\$4,664.25
30307	11/27/2018	Mentzer, Maureen	\$115.00	30384	11/27/2018	Talley Communications Corporation	\$482.47
30308	11/27/2018	Middleton, Benjamin, Hamp	\$141.88	30385	11/27/2018	Taylor, Joseph	\$238.88
30309	11/27/2018	Miller, Nicole Dee	\$120.00	30386	11/27/2018	Terry, Candy	\$115.00
30310	11/27/2018	Miranda, Ruben G	\$100.00	30387	11/27/2018	Thames, Dolores Kathleen	\$140.20
30311	11/27/2018	Moon, Charlotte K	\$106.72	30388	11/27/2018	The Law Office of Christopher W. Caine	\$5,400.00
30312	11/27/2018	Morales, Maria, Guadalupe	\$115.00	30389	11/27/2018	The W Law Firm PLLC	\$4,200.00
30313	11/27/2018	Moringello, Anthony	\$148.60	30390	11/27/2018	Thomas, Monica, Ann	\$132.22
30314	11/27/2018	Mueller, Theresa, A.	\$115.00	30391	11/27/2018	Thomson West	\$6,845.09
30315	11/27/2018	Natale, Gail Gianasi	\$440.00	30392	11/27/2018	Thorn Law Office	\$880.00
30316	11/27/2018	Naugle Sr, James R	\$182.20	30393	11/27/2018	Tingle, Joyce S	\$209.72
30317	11/27/2018	Nickell, Kyle Clark	\$354.11	30394	11/27/2018	Tiuan, Maryclare	\$100.00
30318	11/27/2018	Nixon, Mark, Robert	\$115.00	30395	11/27/2018	Trachtman, Sean	\$402.50
30319	11/27/2018	Northern Cochise Community Hospital, Inc.	\$81.60	30396	11/27/2018	Trane U.S. Inc.	\$607.00
30320	11/27/2018	Nyander, Penny Sue	\$304.50	30397	11/27/2018	Trevino-Carranza, Jorge	\$100.00
30321	11/27/2018	Nyquist, Henry, Ernest	\$152.80	30398	11/27/2018	Tritz, Judith Linda	\$140.20
30322	11/27/2018	Office Depot	\$141.76	30399	11/27/2018	Tucheck, Nancy	\$152.80
30323	11/27/2018	Olsey, Gladys	\$184.30	30400	11/27/2018	Valenzuela, Celia A.	\$120.00
30324	11/27/2018	Orndorf, James	\$160.36	30401	11/27/2018	Valley Telephone Coop., Inc.	\$688.51
30325	11/27/2018	Padia, Valerie E.	\$162.88	30402	11/27/2018	Walker, Nora, Sue	\$131.80
30326	11/27/2018	Palmer Law Group, PLLC	\$1,200.00	30403	11/27/2018	Walker, David B	\$156.80
30327	11/27/2018	Peralta, Raul	\$115.00	30404	11/27/2018	Waterman, David M	\$2,700.00
30328	11/27/2018	Pike, Wanda E	\$215.60	30405	11/27/2018	Waxie Sanitary Supply	\$1,225.24
30329	11/27/2018	Polm, James Richard	\$98.76	30406	11/27/2018	Webster, Sharon, A.	\$201.52
30330	11/27/2018	Priest, Nancy H	\$351.75	30407	11/27/2018	Westlawn Chapel & Mortuary	\$1,940.00
30331	11/27/2018	Prudential Overall Supply	\$136.97	30408	11/27/2018	White, Teresa R	\$120.00
30332	11/27/2018	Pueblo del Sol Water Company	\$2.16	30409	11/27/2018	Whiteman, Mary	\$115.00
30333	11/27/2018	Rafael Malanga, PC	\$490.00	30410	11/27/2018	Whiteman, Thomas	\$162.88
30334	11/27/2018	Ragan, Dean	\$201.52	30411	11/27/2018	Whittaker, Brenda Jean	\$214.76
30335	11/27/2018	Rauch, Arlie David	\$115.00	30412	11/27/2018	Williams Melo PLC	\$350.00
30336	11/27/2018	Redding, Gary L	\$137.68	30413	11/27/2018	Woods, Julietta	\$115.00
30337	11/27/2018	Redding, Joye L	\$115.00	30414	11/27/2018	Wright, Catherine, A.	\$115.00
30338	11/27/2018	Renteria, Marisol F	\$125.20	30415	11/27/2018	Wysong, Lorenza Lopez	\$115.00
30339	11/27/2018	Reynolds, Janet	\$506.63	30416	11/27/2018	Contreras, Maria G.	\$115.00
30340	11/27/2018	Richardsons Remembrance Center	\$1,960.00	30417	11/27/2018	Watkins, Jackie	\$53.48
30341	11/27/2018	Rineer, Patsy Laverne	\$127.60	30418	11/27/2018	Wooley, Stacey L	\$160.48
30342	11/27/2018	Rios, Arlethe	\$42.00	30419	11/27/2018	Swank Motion Pictures, Inc.	\$1,099.27
30343	11/27/2018	Rivera, Guadalupe A	\$190.40				
30344	11/27/2018	RMIN, Inc	\$250.00				
30345	11/27/2018	Robertson, Connie, J.	\$115.00				
30346	11/27/2018	Rodriguez, Arthur, E.	\$115.00				

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 12/18/2018

Personal Leave

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

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

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

NAME of PRESENTER: n/a **TITLE of PRESENTER:** n/a

Docket Number (If applicable):

Mandated Function?: Local Mandate or Policy **Source of Mandate or Basis for Support?:**

Information

Agenda Item Text:

Approve amendment to the Personal Leave Policy to clarify payout amounts for Court employees effective December 16, 2018.

Background:

The personal leave policy needs to be updated to reflect payout amounts and time in service dates for court employees.

Department's Next Steps (if approved):

Notify all related departments of approval.

Impact of NOT Approving/Alternatives:

Court employee payout amounts will not be clarified.

To BOS Staff: Document Disposition/Follow-Up:

n/a

Attachments

Policy



Cochise County Board of Supervisors

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

Policy Title: Personal Leave

Policy Number:

Effective:	December 16, 2018
Supersedes:	<i>Human Resources Policy Manual, Administration of Leave Policy, Annual Leave Subsection, Feb 1, 2017; p26-27.</i>
Last Reviewed/Updated:	December 18, 2018
Scope/Coverage:	All full-time and part-time benefits eligible, regular status employees
Policy Contact:	Human Resources

I. Conversion to Personal Leave

On the effective date of this policy, each current employee's balance of Annual and Sick leave hours shall be merged and converted to Personal Leave hours.

II. Accrual

- A. All **benefits-eligible** employees accrue Personal Leave from the date of hire provided they are in a paid status.
 - 1. Full-time employees shall accrue Personal Leave at a rate of 6.5 hours per pay period up to a maximum of 2,080 hours.
 - 2. Part-time employees scheduled to work at least 20 hours each week shall accrue Personal Leave at a pro-rated accrual amount up to a maximum of 2,080 hours.
- B. The County shall administer Workers' Compensation in accordance with [A.R.S. §38-961](#).
- C. An employee who transfers between County departments, and/or employment types shall retain any accrued Personal Leave.

III. Use of Personal Leave

- A. Accrued Personal Leave shall be available for use from the onset of employment.
- B. Employees may use personal leave for any purpose, providing the employee:
 - 1. requests time off and receives approval from the appointing authority or designee.



Cochise County Board of Supervisors

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

- a. Unless waived by the appointing authority or designee, employees shall submit written requests for use of personal leave for an anticipated absence at least two weeks in advance of the dates of leave. The appointing authority shall respond to written requests for leave within five business days.
 - b. The employee shall notify the appointing authority or designee of an unanticipated absence as soon as possible or not less than 30 minutes prior to scheduled work start time to be eligible to use personal leave.
2. accurately reports all approved personal leave on the employee's time sheet.
- C. Except for the use of Personal Leave for a qualifying condition under the [FMLA](#), the appointing authority, or designee:
1. has the sole authority to approve or disapprove Personal Leave requested by an employee. Disapproval of leave must be made in writing and be for a valid business purpose.
 2. may require that an employee postpone or change scheduled personal leave for a valid business purpose.
 3. shall ensure an employee's use of leave is properly recorded on the employee's timesheet
- D. Personal Leave shall not be charged against an employee's accrued leave balance for an observed holiday that occurs while an employee is using Personal Leave.
- E. Personal Leave accrued during a paid leave of absence may not be used until the employee has returned to work from the absence and has worked at least one (1) full day.
- F. Deductions of Personal Leave for authorized absences from work are taken based on the employee's regularly scheduled work hours.
- G. Personal Leave may be used to supplement Workers' Compensation payments up to 100% of an employee's regular bi-weekly base salary.
- H. To facilitate a healthy work/life balance and ensure employees are at work in a refreshed and productive state, all employees should take at least two, one-week periods of Personal Leave per year, or the equivalent of 80 hours.



Cochise County Board of Supervisors

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

IV. Disposition of Accrued Personal Leave

- A. Employees who are on initial probation at the time of separation of employment shall forfeit without compensation all accrued Personal Leave.
- B. An employee that separates from County service after successful completion of initial probation shall be paid as follows:

Separation Other Than Retirement	
Unused Personal Leave Hours at Departure	Payment % Upon Departure
0 – 280 hours	100% of hours
281 – 2,080 hours	0% of hours
Separation Due to Retirement into Arizona State Qualifying Plan	
Unused Personal Leave Hours at Retirement	Payment % Upon Retirement**
0 – 280 hours	100% of hours
281- 2,080	* 30% of remaining hours
<p><i>* Employees hired prior to April 1, 2012 will receive 100% of 280 hours and 50% of all remaining hours up to 2080 hours. Employees hired between April 1, 2012 and December 15, 2018 will receive 100% of 280 hours and 35% of all remaining hours up to 2,080 hours.</i></p> <p><i>Separation Due to Retirement for County Court employees hired before April 1, 2012 will receive 100% of 340 hours and 50% of all remaining hours up to 2,080. Maximum payment upon retirement is \$20,000 for employees hired after December 15th, 2018. Employees have the option to receive this payout as a lump sum or over two fiscal years.</i></p>	

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 12/18/2018

Permanent Extension of Premises for Zarpara Vineyard

Submitted By: Melissa Belasco, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Approve an application for a Permanent Extension of Premises liquor license submitted by Mr. Mark Anders Jorve for Zarpara Vineyard, Winery, located at 6777 S. Zarpara Lane, Willcox, 85643.

Background:

Mr. Mark Anders Jorve has applied for a Permanent Extension of Premises/Patio liquor license for Zarpara Vineyard, Winery, located at 6777 S. Zarapara Lane, Willcox, 85643. The extension of premises is to expand the premises to include the vineyard and open areas of the farm winery property, eliminate the patio bountary, and clearly define private non-premises areas. The Sheriff's Office has no recommendation and Planning and Zoning have recommended approval of the application. Supporting documentation regarding this liquor license is on file with the Clerk of the Board of Supervisors.

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

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

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Application

Department Review Forms



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

DLLC USE ONLY

CSR:
Log #:

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR
****Notice: Allow 30-45 days to process permanent change of premises****

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

Expand the premises to include the vineyard and open areas of the farm winery property, eliminate the patio boundary, and clearly define private, non-premises areas. See attached.

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

1. Licensee's Name:	Jorve	Mark	Anders	License#:	13023026
	<small>Last</small>	<small>First</small>	<small>Middle</small>		
2. Mailing address:	6777 S. Zarpara Ln.	Willcox	AZ	85643	
	<small>Street</small>	<small>City</small>	<small>State</small>	<small>Zip Code</small>	
3. Business Name:	Zarpara Vineyard				
4. Business Address:	6777 S. Zarpara Ln.	Willcox	AZ	85643	
	<small>Street</small>	<small>City</small>	<small>State</small>	<small>Zip Code</small>	
5. Email Address:	mark@zarpara.com				
6. Business Phone Number:	602.885.8903	Contact Phone Number:	602.885.8903		

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

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

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

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

11. What security precautions will be taken to prevent liquor violation s in the extended area?
 We do not anticipate the need for additional security precautions. See attached.

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

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

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

Notary

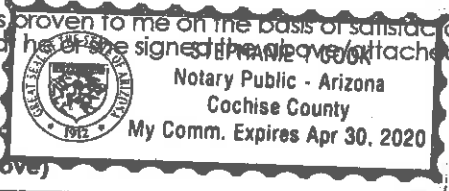
I, (Signature) [Signature], hereby declare that I am a **CONTROLLING PERSON/ AGENT** filing this notification. I have read this document and the contents and all statements are true, correct and complete.

State of Arizona

County of Cochise }

On this 13 Day of November, 2018 before me personally appeared Mark A. Torue
(Print Name of Document Signer)

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



[Signature]
Signature of NOTARY PUBLIC

GOVERNING BOARD

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

Approval Disapproval

Authorized Signature _____ Title _____ Agency _____ Date _____

DLLC USE ONLY

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

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

Zarpara Vineyard – Application for Extension of Premises/Patio Permit – Liquor License 13023026

With this extension of premises, we are looking to:

1. Expand the premises to include the vineyard and open areas of the farm winery property.
2. Eliminate the patio boundary.
3. Clearly define private non-premises areas.

The premises is located on a 20 acre rural parcel. It has no urban issues like an adjacent public sidewalk or street. Access to the property is via a privately maintained dirt road to our front gate, and then down a driveway to the tasting room/winery building parking lot (see diagrams).

The premises itself is currently defined only as the winery and tasting room areas of the one building on the property, and also an adjacent outdoor patio.

This extension will redefine the premises to include the entire fenced in portion of our parcel, which is nearly the entire 20 acres, with exclusions noted further below (see diagrams). This will accomplish these things:

1. Allow our customers to take a glass of wine with them on a stroll in the vineyard, or to consume wine on hosted tours of the vineyard and other parts of the farm property.
2. Prevent inadvertent open container liquor violations that would otherwise occur if customers, when outside on the patio and carrying a glass of wine, go beyond the currently defined boundaries of that patio and find themselves technically “off premises”.
3. Allow us to put on outdoor events which exceed the capacity of the currently defined patio.

We don't foresee a need for additional security measures because:

1. The focal point of the business will continue to be the tasting room and adjacent patio.
2. We are on a 20 acre rural parcel which is fenced. The size of the property and the fencing reasonably preclude, for instance, customers walking away with an open container.
3. We monitor visitors to ensure the only alcohol they consume on premises is alcohol they purchased at the premises.

In this application, we would also like to clearly define those specific areas of the property which are to be considered “off premises”, i.e. not part of the premises, and not subject to inspection by authorities.

These areas include:

1. Driveway and parking lot, so that customers may have non-Zarpara alcohol in their vehicles.
2. Apartment in the southeast corner of the tasting room/winery building, which is our private residence.
3. Camper (guest quarters), currently parked on the south side of the tasting room/winery building.

Zarpara Vineyard - 20-Acre Parcel

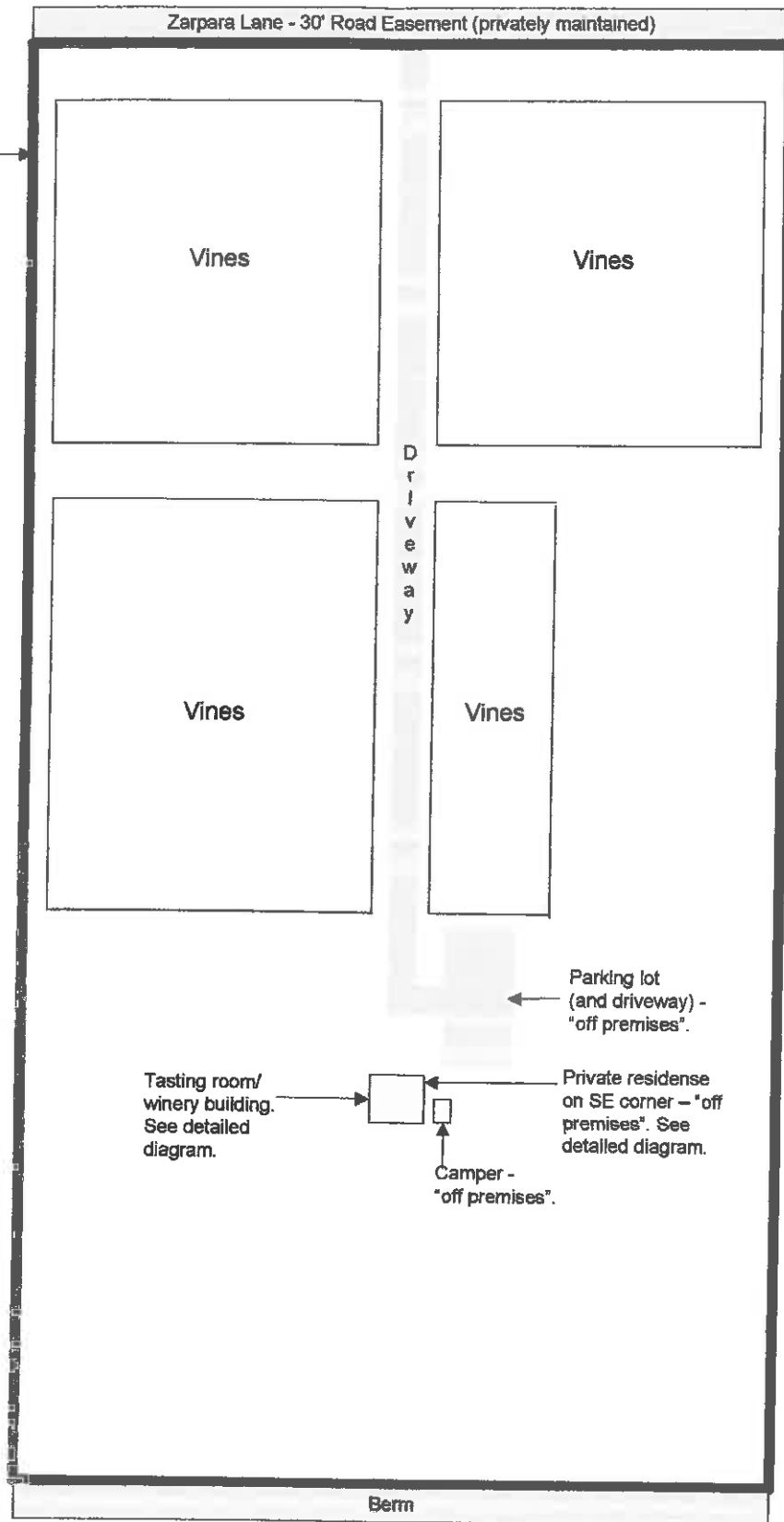


Extension

Bold outline indicates the outside boundary of the premises extension. It is also the fence line of fenced in area.

This is a 20-acre parcel, 1320' by 660'. The extension boundary excludes the 30' road easement on the east side, and a 30' strip of unusable land on the west side.

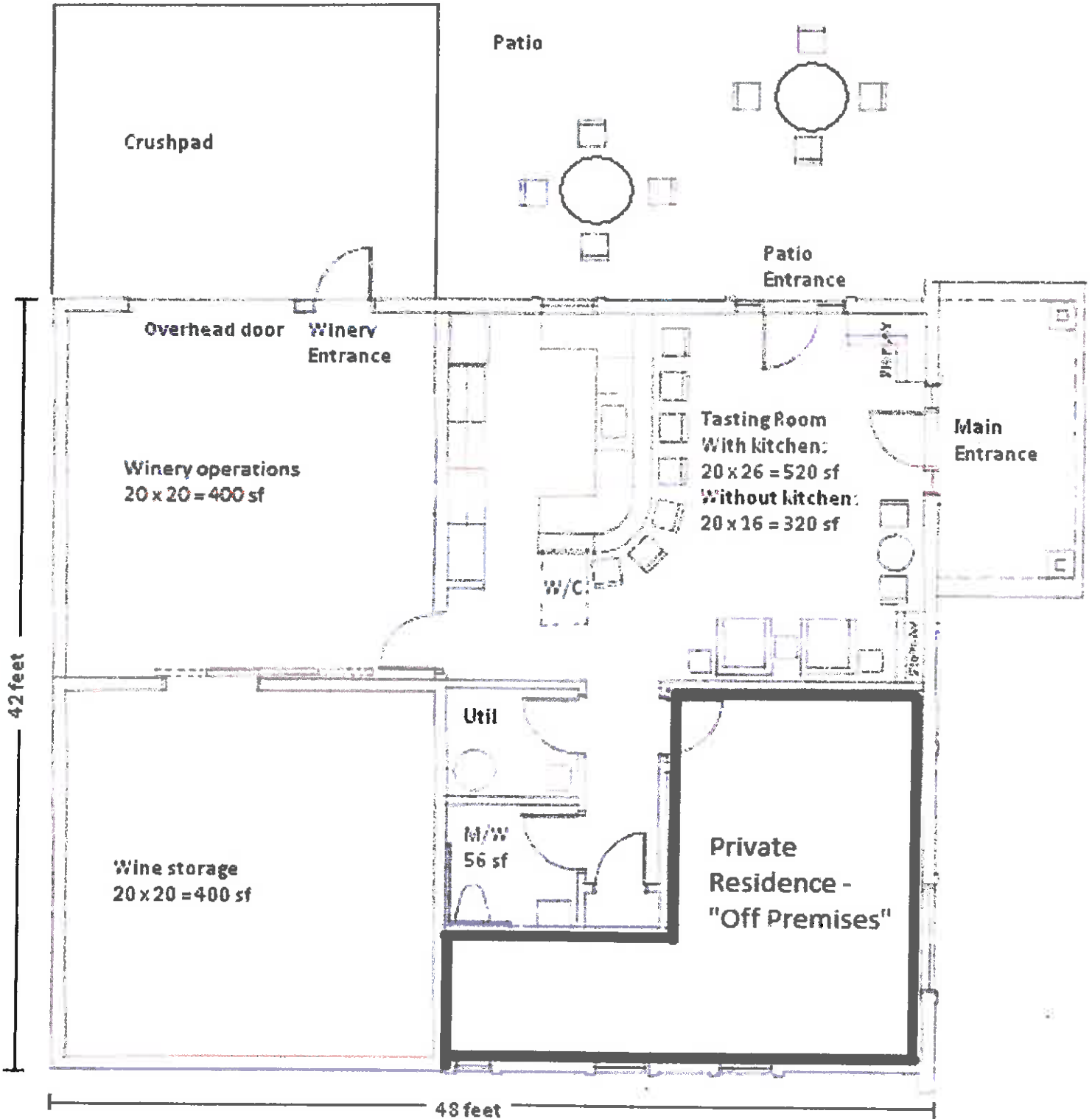
The newly defined premises excludes the driveway and parking lot, the private residence in the southeast corner of the tasting room/winery building, and the camper.



Zarpara Vineyard

Building total square footage: 2160

N ^



Department of Liquor Licenses and Control



License Number: 13023026

License Number:	13023026	Status:	Active
Business Name:	ZARPARA VINEYARD		
Location Address	6777 S ZARPARA Lane		
	WILLCOX	Arizona	85643
County	Cochise	Bus. Phone	602-885-8903
Licensee/Agent/Tel:	JORVE, MARK	602-885-8903	
Owner:	JORVE MACMILLAN VINEYARDS LLC	Exp Date:	06/30/2019
Issue Date:	11/25/2011	Status Date:	06/08/2018

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

For internal use only:

- Restaurant/Hotel-Motel
- Club/Government
- Transfer of Premises

APPLICANT INFORMATION

Applicant Name: Mark Anders Jorve Address: 6777 S. Zarpara Ln.
 Business Name: Zarpara Vineyard City/Zip: Willcox 85643
 Liquor License #: 13023026 Parcel #: 305-32-019R
 Ownership Type: _____
 Partner(s): _____

Liquor License Permanent Extension of Premises

TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

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

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

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

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

Based on the above information, the Planning and Zoning Department's recommendation to the Board of Supervisors is:	Approval <input checked="" type="checkbox"/>	Disapproval <input type="checkbox"/>
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OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning?	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Zoning:	RU-4 (also Ag Exempt)
Use permitted by P&Z?	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Permit#:	115017
Date Permit Issued:	April 13, 2011	Use Permitted:	Winery and Tasting Room
If use not permitted, is it LNC?	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	Year LNC Established:	N/A

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

Name: Dora V Amaya Title: Zoning Administrator
 Signature: Dora V Amaya Date: November 21, 2018
 Contact phone: 520.803.3960 Email: damaya@cochise.az.gov

Return completed form with any attachments by: 11/27/18

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Mark Anders Jorve Address: 6777 S. Zarpara Ln.
Business Name: Zarpara Vineyard City/Zip: Willcox 85643
Liquor License #: 13023026 Parcel #: 305-32-019R
Ownership Type: _____ Liquor License Permanent Extension of
Partner(s): _____ Premises

TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

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

If so, please attach pertinent documentation.

Comments: The Sheriff's Office has not had to respond to a significant number of calls to the above location within the last 5-years.

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

Approval

Disapproval

No Recommendation

Name: Richard Morales Title: Lieutenant
Signature: /S/ Richard Morales Date: 11/30/18
Contact phone: (520)353-5087 Email: RDMorales@cochise.az.gov

Return completed form with any attachments by: 11/27/18

Court Administration

Regular Board of Supervisors Meeting**Meeting Date:** 12/18/2018

Appointment of Janus A. Poppe to serve as Justice of the Peace Pro Tempore

Submitted By: Dianna Bradshaw, Court Administration**Department:** Court Administration**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature NOT Required **# of ORIGINALS Submitted for Signature:** 0**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 the appointment of Justice of the Peace Elect Janus A. Poppe to serve as Justice of the Peace Pro Tempore, until the start of his elected term on January 2, 2019, effective December 24, 2018 and terminate upon his swearing in on January 2, 2019.

Background:

Justice of the Peace Adam Ambrose retires on the 31st of December. this will leave the court without judicial coverage until the 2nd of January. Additionally, a brief period of service as a Justice of the Peace Pro Tempore coupled with ongoing training efforts will ensure that he is ready to assume the full responsibilities of the position.

This service as Justice of the Peace Pro Tempore will be without compensation.

Department's Next Steps (if approved):

The Presiding Judge will appoint Mr. Poppe to serve as Justice of the Peace Pro Tempore.

Impact of NOT Approving/Alternatives:

There would be no judge at the Bisbee Justice Court from 12/31/2018 to 1/2/2019.

To BOS Staff: Document Disposition/Follow-Up:

Notify Superior Court Administrator Eric Silverberg when item has been approved.

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 12/18/2018

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: 12/18/2018
Healthy People Healthy Communities
Submitted By: Briggita Hodges, Health & Social Services
Department: Health & Social Services
Presentation: No A/V Presentation
Document Signatures: BOS Signature NOT Required

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

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

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

Information

Agenda Item Text:

Approve Intergovernmental Agreement (IGA) ADHS16-109191 Amendment 6, Healthy People Healthy Communities, between the Arizona Department of Health Services and Cochise Health & Social Services in the amount of \$684,356 effective July 1, 2018 through June 30, 2019.

Background:

This amendment simply replaces the existing BOS-approved price sheet for the current grant year of the HPHC IGA to add \$40,686 of anticipated and budgeted funding for Accreditation support activities.

Department's Next Steps (if approved):

Your approvals are respectfully requested.

Impact of NOT Approving/Alternatives:

CHSS will not collect anticipated and budgeted additional Accreditation funding.

To BOS Staff: Document Disposition/Follow-Up:

N/A

Budget Information

Information about available funds

Budgeted: **Funds Available:** **Amount Available:** 684,356.00
Unbudgeted: **Funds NOT Available:** **Amendment:**

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 18/19

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

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

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

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

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

Fiscal Year:

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

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

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

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 229,839.00

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

Fiscal Impact & Funding Sources (if known):

Attachments

Executive Summary

Grant Approval Form

Contract

Executive Summary Form

Agenda Number: HLT 4279 (Integrated IGA)

Recommendation:

Approve ADHS16-109191 Amendment 6, Healthy People Healthy Communities, between the Arizona Department of Health Services and Cochise Health & Social Services, for the period of 07/01/2018 to 6/30/2019 in the amount of \$684,356.

Background (Brief):

This amendment simply replaces the existing BOS-approved price sheet for the current grant year of the HPHC IGA to add \$40,686 of anticipated and budgeted funding for Accreditation support activities.

Fiscal Impact & Funding Sources:

No change to the previously approved aggregate Net County Subsidy of \$188,749 as a result of this amendment.

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

Impact of Not Approving:

CHSS will not collect anticipated and budgeted additional Accreditation funding.

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:
www.CFDA.gov

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant: Yes No

Grant No:

Amendment: Yes No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

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

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

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

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

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

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

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



**INTERGOVERNMENTAL AGREEMENT(IGA)
AMENDMENT**

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
150 N. 18th Ave Suite 260
Phoenix, Arizona 85007

Agreement No: **ADHS16-109191**

Amendment No. **6**

Procurement Officer:
Russell Coplen

Healthy People Healthy Communities

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

1. Pursuant to the Terms and Conditions, Provision Six (6), Contract Changes, Section 6.1 Amendments, Purchase Orders and Change Orders:

1.1 The Price Sheet is revised and replaced by the Price Sheet of this Amendment Six (6).

All other terms and conditions will remain in effect.

CONTRACTOR SIGNATURE

Cochise County

Contractor Name

1415 W. Melody Lane Building A

Address

Bisbee

AZ

85603

City

State

Zip

Contractor Authorized Signature

RAYMOND FALKENBERG

Printed Name

DEPUTY DIRECTOR

Title

CONTRACTOR ATTORNEY SIGNATURE

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Christine J. Roberts 11.26.18
Signature Date

Christine J. Roberts, Civil Deputy County Attorney

Printed Name

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

State of Arizona

Signed this _____ day of _____ 2018

Procurement Officer

Contract No. ADHS16-109191, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature Date
Assistant Attorney General

Printed Name:



**INTERGOVERNMENTAL AGREEMENT(IGA)
AMENDMENT**

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
150 N. 18th Ave Suite 260
Phoenix, Arizona 85007

Agreement No: **ADHS16-109191**

Amendment No. **6**

Procurement Officer:
Russell Coplen

**PRICE SHEET
HEALTHY PEOPLE HEALTHY COMMUNITIES**

JULY 1, 2018 - JUNE 30, 2019

ACTION PLAN


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

TOBACCO

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

HEALTH IN ARIZONA POLICY INITIATIVE

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

	INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 N. 18 th Ave Suite 260 Phoenix, Arizona 85007
	Agreement No: ADHS16-109191	Amendment No. 6	Procurement Officer: Russell Coplen

PREVENTIVE HEALTH AND HEALTH SERVICES BLOCK GRANT- ACCREDITATION

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

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

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

TEEN PREGNANCY PREVENTION

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

TOTAL

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

Regular Board of Supervisors Meeting**Workforce Development****Meeting Date:** 12/18/2018

Approve the appointment of Mr. Abriel Quiroz to the Local Workforce Development Board

Submitted By: Anita Baca, Housing Authority**Department:** Housing Authority**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature Required **# of ORIGINALS Submitted for Signature:** 0**NAME of PRESENTER:** N/A **TITLE of PRESENTER:** N/A**Docket Number (If applicable):****Mandated Function?:** Not Mandated **Source of Mandate or Basis for Support?:****Information****Agenda Item Text:**

Approve the appointment of Mr. Abriel Quiroz to the Local Workforce Development Board to fill an unexpired term, effective immediately through June 30, 2022.

Background:

Attached is the appointment letter for Mr. Quiroz. The Workforce Development Board appointments are made by the Board of Supervisors upon recommendation of a 'represented segment' on the WIOA Board. Attached is a list showing each of the WIOA Board appointees, with appointment date and date term expires.

Department's Next Steps (if approved):

If approved, WIOA will be notified of the appointments and we will request confirmation of an updated WIOA board appointees list.

Impact of NOT Approving/Alternatives:

Vacancies will continue to exist on the WIOA Board with certain segments not being adequately represented.

To BOS Staff: Document Disposition/Follow-Up:

Once approved send appointment letter to Mr. Abriel Quiroz, 1436 S. Apache Powder Rd., St. David, AZ 85630 with Oath of Office and Open Meeting Law requirements and email a scanned copy (letter only) to Kathy Hall at khall@cpic-cas.org.

AttachmentsQuiroz Nomination Letter, Workforce Development BoardWDB Terms 2018 (rev. 11.2018)

Date 11/12/2018

County Board of Supervisors

1415 Melody Lane

Bisbee, AZ 85603

Dear Board of Supervisors:

I understand there is a vacant seat on the Arizona@Work – Southeastern Arizona Board of Directors, and I would like to nominate Abriel Quiroz from Apache Nitrogen Products/ICWUC/UFCW and it's Local 184c.

Abriel Quiroz has been a long time and active member of the business community, and currently handles all the recruiting and hiring for the organization.

I believe that Abriel Quiroz will be a valuable member of the Local Workforce Development Board. as well.

Sincerely,

RON PADIA
Ron Padia

Control Room Operator

Arizona@Work - Southeastern Arizona
Workforce Development Board

2015
to
2022

Member Name	Mo/Year Appointed	Service Term	Term Expiration
<i>Four Year Terms 2017 – 2021</i>			
Susan Morss	October 2017	4 Year	6/30/2021
Tim Taylor	October 2017	4 Year	6/30/2021
Teresa Celestine	October 2017	4 Year	6/30/2021
David Howard	October 2017	4 Year	6/30/2021
Wick Lewis	October 2017	4 Year	6/30/2021
Steven Garate	October 2017	4 Year	6/30/2021
Wendy Davis	November 2017	4 Year	6/30/2021
Tony Boone	November 2017	4 Year	6/30/2021
<i>Four Year Terms 2018 – 2022</i>			
Lauri Martin	May 2018	4 Year	6/30/2022
Linda Hollis	June 2018	4 Year	6/30/2022
Doris Tolbert	July 2018	4 Year	6/30/2022
Jack Bauer	July 2018	4 Year	6/30/2022
Ron Curtis	July 2018	4 Year	6/30/2022
Jason Bowling	July 2018	4 Year	6/30/2022
Evonne Cummins	July 2018	4 Year	6/30/2022
Kathleen Bullock	July 2018	4 Year	6/30/2022
Matt Bolinger	Sept 2018	4 Year	6/30/2022
Mike Crockett	July 2018	4 Year	6/30/2022
Joe Altamirano	July 2018	4 Year	6/30/2022
Mark Gallego	October 2015	4 Year	6/30/2018
Jennifer Martin	September 2018	4 Year	6/30/2022
Abriel Quiroz	November 2018	4 Year	6/30/2022

Regular Board of Supervisors Meeting

Meeting Date: 12/18/2018

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

Submitted By: Melissa Belasco, Board of Supervisors

Department: Board of Supervisors

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

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

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

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

Docket Number (If applicable):

Information

Agenda Item Text:

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

Background:

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

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

Ms. Mennenga has paid the \$100.00 processing fee. Supporting documentation regarding this liquor license is attached.

Department's Next Steps (if approved):

Board staff will forward the Board's decision to the Arizona Department of Liquor License and Control.

Impact of NOT Approving/Alternatives:

A hearing on this application will be scheduled with the State Liquor Board.

To BOS Staff: Document Disposition/Follow-Up:

Send packet to ADLLC and copy of letter w/out attachments to applicant.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 12/18/2018

Workweek and Pay period Resolution

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

TITLE County Administrator

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Adopt Resolution 18-24 setting the Cochise County workweek and pay periods.

Background:

The Board of Supervisors approved changes to the "Administration of Leave" and "Attendance and Holidays" Policies on October 9, 2018; and the Board of Supervisors wishes to rescind any previous resolutions and definitions related to these policies; and the Board of Supervisors wishes to clarify definitions for the Cochise County Workweek and Pay Period.

Department's Next Steps (if approved):

Record fully executed resolution.

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-

COUNTY WORKWEEKS AND PAY PERIODS

WHEREAS, the Board of Supervisors approved changes to the “Administration of Leave” and “Attendance and Holidays” Policies on October 9, 2018; and

WHEREAS, the Board of Supervisors wishes to rescind any previous resolutions and definitions related to these policies; and

WHEREAS, the Board of Supervisors wishes to clarify definitions for the Cochise County Workweek and Pay Period.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors does hereby define the Cochise County Workweek and Pay Period as follows:

Workweek: The fixed, regularly recurring period of 168 hours – 7 consecutive 24-hour periods - for Cochise County work beginning on Sunday at 12:01 am and ending on the following Saturday at 12:00 am.

Pay Period: The fixed two-week cycle for calculating payroll beginning on Sunday at 12:01 am and ending fourteen days later on Saturday at 12:00 am.

APPROVED AND ADOPTED this 18th day of December 2018.

Peggy Judd, Chairman
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Arlethe G. Rios
Clerk of the Board

Elda E. Orduño,
Chief Civil Deputy County Attorney

Regular Board of Supervisors Meeting

Meeting Date: 12/18/2018

Over the Counter Sale

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 Arlethe 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 over-the-counter sale of tax deed properties as set forth in the attached Exhibit A, plus related administrative fees.

Background:

Two OTC bids have been received and are reflected on the attached exhibit. In addition, the bidder will pay a \$25 administrative fee per parcel. The bids and associated payments have been received by BOS office staff for the parcels listed on the exhibit totaling \$640. (\$540. for the bids and \$100. administrative fees).

Department's Next Steps (if approved):

Deposit check and provide Sold Parcels list to County Treasurer; when funds clear, issue & record deeds.

Impact of NOT Approving/Alternatives:

Properties will not be sold and will not be put back on the County's tax roll.

To BOS Staff: Document Disposition/Follow-Up:

Refer to Dept's Next Steps, above.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Exhibit A

Exhibit B

Unit	Total Parcels	Legal Description.Acres.Zoning	Minimum Bid	Proposed Bid	Bidder Name	Type of Deed	Address	City, State, Zip Code	Admin Fee
61	1	Parcel Number: 20309443 Legal Description: TWIN LAKES COUNTRY CLUB #9 LOT 4975 Acres: 0.25 Zoning: SR-8	\$120.00	\$120.00	James Edward Swann Jr.	SP- Single Person as Sole Owner	100 Alabama Ave SE	Washington, DC 20032	\$25.00
6	1	Parcel Number: 20309011 Legal Description: TWIN LAKES COUNTRY CLUB #9 LOT 5583 Acres: 0.25 Zoning: SR-8	\$120.00	\$140.00	Luther Dawson	SP- Single Person as Sole Owner	3401 E. Camelback Rd.	Phoenix, AZ 85016	\$25.00
7	1	Parcel Number: 20309012 Legal Description: TWIN LAKES COUNTRY CLUB #9 LOT 5582 Acres: 0.25 Zoning: SR-8	\$120.00	\$140.00	Luther Dawson	SP- Single Person as Sole Owner	3401 E. Camelback Rd.	Phoenix, AZ 85016	\$25.00
8	1	Parcel Number: 20309013 Legal Description: TWIN LAKES COUNTRY CLUB #9 LOT 5581 Acres: 0.25 Zoning: SR-8	\$120.00	\$140.00	Luther Dawson	SP- Single Person as Sole Owner	3401 E. Camelback Rd.	Phoenix, AZ 85016	\$25.00

Unit ID	Parcel #	Legal Description	Acres	Zoning	Minimum Unit Bid
1	10332004	BIG SKY RANCHES LOT 4 BK6 PG11 A&B SEC 27 22 25 38.01AC	38.01	RU-4	\$12,000.00
2	10671180	SECOND ADDN TO FRY LOT 24 BLK 13	0.193	MH-72	\$5,000.00
4	20245047	ARIZONA BELL RANCH #2 LOT 45	1.02	SR-43	\$640.00
13	20309018	TWIN LAKES COUNTRY CLUB #9 LOT 5576	0.26	SR-8	\$120.00
17	20309022	TWIN LAKES COUNTRY CLUB #9 LOT 5548	0.25	SR-8	\$120.00
19	20309024	TWIN LAKES COUNTRY CLUB #9 LOT 5546	0.25	SR-8	\$120.00
20	20309025	TWIN LAKES COUNTRY CLUB #9 LOT 5545	0.25	SR-8	\$120.00
23	20309128	TWIN LAKES COUNTRY CLUB #9 LOT 5491	0.25	SR-8	\$120.00
24	20309129	TWIN LAKES COUNTRY CLUB #9 LOT 5490	0.25	SR-8	\$120.00
25	20309130	TWIN LAKES COUNTRY CLUB #9 LOT 5489	0.25	SR-8	\$120.00
26	20309131	TWIN LAKES COUNTRY CLUB #9 LOT 5488	0.25	SR-8	\$120.00
27	20309132	TWIN LAKES COUNTRY CLUB #9 LOT 5487	0.25	SR-8	\$120.00
28	20309133	TWIN LAKES COUNTRY CLUB #9 LOT 5506	0.25	SR-8	\$120.00
29	20309134	TWIN LAKES COUNTRY CLUB #9 LOT 5505	0.25	SR-8	\$120.00
30	20309135	TWIN LAKES COUNTRY CLUB #9 LOT 5504	0.25	SR-8	\$120.00
31	20309136	TWIN LAKES COUNTRY CLUB #9 LOT 5503	0.25	SR-8	\$120.00
32	20309137	TWIN LAKES COUNTRY CLUB #9 LOT 5502	0.24	SR-8	\$120.00
33	20309143	TWIN LAKES COUNTRY CLUB #9 LOT 5516	0.25	SR-8	\$120.00
34	20309144	TWIN LAKES COUNTRY CLUB #9 LOT 5515	0.25	SR-8	\$120.00
35	20309145	TWIN LAKES COUNTRY CLUB #9 LOT 5514	0.25	SR-8	\$120.00
36	20309146	TWIN LAKES COUNTRY CLUB #9 LOT 5513	0.25	SR-8	\$120.00
37	20309147	TWIN LAKES COUNTRY CLUB #9 LOT 5512	0.25	SR-8	\$120.00
38	20309158	TWIN LAKES COUNTRY CLUB #9 LOT 5521	0.25	SR-8	\$120.00
39	20309159	TWIN LAKES COUNTRY CLUB #9 LOT 5520	0.25	SR-8	\$120.00
40	20309160	TWIN LAKES COUNTRY CLUB #9 LOT 5519	0.25	SR-8	\$120.00
41	20309161	TWIN LAKES COUNTRY CLUB #9 LOT 5518	0.25	SR-8	\$120.00
42	20309162	TWIN LAKES COUNTRY CLUB #9 LOT 5517	0.25	SR-8	\$120.00
43	20309168	TWIN LAKES COUNTRY CLUB #9 LOT 5481	0.25	SR-8	\$120.00
44	20309169	TWIN LAKES COUNTRY CLUB #9 LOT 5480	0.25	SR-8	\$120.00
45	20309170	TWIN LAKES COUNTRY CLUB #9 LOT 5479	0.25	SR-8	\$120.00
46	20309171	TWIN LAKES COUNTRY CLUB #9 LOT 5478	0.25	SR-8	\$120.00
47	20309172	TWIN LAKES COUNTRY CLUB #9 LOT 5477	0.25	SR-8	\$120.00
51	20309176	TWIN LAKES COUNTRY CLUB #9 LOT 5473	0.25	SR-8	\$120.00
52	20309177	TWIN LAKES COUNTRY CLUB #9 LOT 5472	0.25	SR-8	\$120.00
53	20309229	TWIN LAKES COUNTRY CLUB #9 LOT 5046	0.33	SR-8	\$120.00
54	20309230	TWIN LAKES COUNTRY CLUB #9 LOT 5047	0.31	SR-8	\$120.00
55	20309231	TWIN LAKES COUNTRY CLUB #9 LOT 5008	0.24	SR-8	\$120.00
56	20309232	TWIN LAKES COUNTRY CLUB #9 LOT 5009	0.24	SR-8	\$120.00
57	20309233	TWIN LAKES COUNTRY CLUB #9 LOT 5010	0.24	SR-8	\$120.00
58	20309234	TWIN LAKES COUNTRY CLUB #9 LOT 5011	0.27	SR-8	\$120.00
59	20309437	TWIN LAKES COUNTRY CLUB #9 LOT 4954	0.34	SR-8	\$120.00
60	20309438	TWIN LAKES COUNTRY CLUB #9 LOT 4953	0.34	SR-8	\$120.00
62	20309444	TWIN LAKES COUNTRY CLUB #9 LOT 4974	0.25	SR-8	\$120.00
63	20309445	TWIN LAKES COUNTRY CLUB #9 LOT 4973	0.25	SR-8	\$120.00
64	20309446	TWIN LAKES COUNTRY CLUB #9 LOT 4972	0.25	SR-8	\$120.00
65	20309447	TWIN LAKES COUNTRY CLUB #9 LOT 4971	0.25	SR-8	\$120.00
66	20309448	TWIN LAKES COUNTRY CLUB #9 LOT 4970	0.25	SR-8	\$120.00
67	20309572	TWIN LAKES COUNTRY CLUB #9 LOT 5290	0.28	SR-8	\$120.00
68	20309573	TWIN LAKES COUNTRY CLUB #9 LOT 5291	0.28	SR-8	\$120.00
69	20309574	TWIN LAKES COUNTRY CLUB #9 LOT 5292	0.28	SR-8	\$120.00
70	20309575	TWIN LAKES COUNTRY CLUB #9 LOT 5293	0.28	SR-8	\$120.00
71	20309576	TWIN LAKES COUNTRY CLUB #9 LOT 5294	0.29	SR-8	\$120.00
72	20309577	TWIN LAKES COUNTRY CLUB #9 LOT 5295	0.25	SR-8	\$120.00
73	20309578	TWIN LAKES COUNTRY CLUB #9 LOT 5296	0.25	SR-8	\$120.00
74	20309579	TWIN LAKES COUNTRY CLUB #9 LOT 5297	0.25	SR-8	\$120.00
75	20309580	TWIN LAKES COUNTRY CLUB #9 LOT 5298	0.25	SR-8	\$120.00
76	20309588	TWIN LAKES COUNTRY CLUB #9 LOT 5306	0.25	SR-8	\$120.00
77	20309589	TWIN LAKES COUNTRY CLUB #9 LOT 5307	0.25	SR-8	\$120.00
78	20309590	TWIN LAKES COUNTRY CLUB #9 LOT 5308	0.25	SR-8	\$120.00
79	20309591	TWIN LAKES COUNTRY CLUB #9 LOT 5309	0.25	SR-8	\$120.00

Unit ID	Parcel #	Legal Description	Acres	Zoning	Minimum Unit Bid
80	20314034	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5617	2.23	SR-8	\$1,200.00
81	20314045	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5618	2.21	SR-8	\$1,200.00
82	20314046	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5619	2.22	SR-8	\$1,200.00
83	20314047	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5620	2.21	SR-8	\$1,200.00
84	20314048	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5621	2.21	SR-8	\$1,200.00
85	20314140	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5751	2.2	SR-8	\$1,200.00
86	20314141	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5750	2.2	SR-8	\$1,200.00
87	20314142	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5749	2.2	SR-8	\$1,200.00
88	20314143	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5764	2.2	SR-8	\$1,200.00
89	20314144	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5763	2.2	SR-8	\$1,200.00
90	20314145	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5762	2.2	SR-8	\$1,200.00
91	20314146	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5761	2.2	SR-8	\$1,200.00
93	20342110	COCHISE COUNTRY CLUB #3 LOT 1110	0.19	SR-8	\$120.00
97	20342118	COCHISE COUNTRY CLUB #3 LOT 1118	0.19	SR-8	\$120.00
98	20342120	COCHISE COUNTRY CLUB #3 LOT 1120	0.19	SR-8	\$120.00
99	20342121	COCHISE COUNTRY CLUB #3 LOT 1121	0.17	SR-8	\$120.00
100	20342123	COCHISE COUNTRY CLUB #3 LOT 1123	0.16	SR-8	\$120.00
109	20342133	COCHISE COUNTRY CLUB #3 LOT 1133	0.14	SR-8	\$120.00
110	20342135	COCHISE COUNTRY CLUB #3 LOT 1135	0.14	SR-8	\$120.00
111	20342136	COCHISE COUNTRY CLUB #3 LOT 1136	0.14	SR-8	\$120.00
112	20342137	COCHISE COUNTRY CLUB #3 LOT 1137	0.14	SR-8	\$120.00
113	20342139	COCHISE COUNTRY CLUB #3 LOT 1139	0.14	SR-8	\$120.00
121	20416245	LA PLAYA EST #1 LOT 27 BLK 11	0.37	R-9	\$320.00
122	20416272	LA PLAYA EST #1 LOT 22 BLK 12	0.39	R-9	\$320.00
123	20416322	LA PLAYA EST #1 LOT 28 BLK 13	0.37	R-9	\$320.00
124	20416480	LA PLAYA EST #1 RESUB OF LOT 1 LOT 13 BLK 10	0.27	R-9	\$240.00
125	20420033	LA PLAYA EST #2 LOT 25 BLK 17	0.48	R-9	\$320.00
126	20420098	LA PLAYA EST #2 LOT 16 BLK 20	0.37	R-9	\$320.00
127	20420099	LA PLAYA EST #2 LOT 17 BLK 20	0.37	R-9	\$320.00
128	20420163	LA PLAYA EST #2 LOT 30 BLK 21	0.37	R-9	\$320.00
129	20420188	LA PLAYA EST #2 LOT 55 BLK 21	0.37	R-9	\$320.00
130	20420193	LA PLAYA EST #2 LOT 60 BLK 21	0.39	R-9	\$320.00
131	20420255	LA PLAYA EST #2 LOT 31 BLK 22	0.37	R-9	\$320.00
132	20420258	LA PLAYA EST #2 LOT 34 BLK 22	0.37	R-9	\$320.00
142	20609315	AZ SUN SITES #6 LOT 20 BLK 695	0.85	SR-22	\$240.00
260	40121355	SUN SITES RANCHES #3 LOT 53 BLK 2	5.04	RU-4	\$2,400.00
262	40141154	SUN SITES RANCHES #2 LOT 178	2.54	R-36	\$600.00
263	40141185	SUN SITES RANCHES #2 LOT 167	2.55	R-36	\$600.00
264	40141195	SUN SITES RANCHES #2 LOT 149	2.4	R-36	\$600.00
265	40141227	SUN SITES RANCHES #2 LOT 283	2.38	R-36	\$600.00
266	40141282	SUN SITES RANCHES #2 LOT 255	2.42	R-36	\$600.00
267	40141295	SUN SITES RANCHES #2 LOT 228	2.42	R-36	\$600.00
268	40153022	SUN SITES RANCHES #3 LOT 22 BLK 36	5.03	RU-4	\$2,400.00
269	40153031	SUN SITES RANCHES #3 LOT 31 BLK 36	5.03	RU-4	\$2,400.00
270	40153032	SUN SITES RANCHES #3 LOT 32 BLK 36	5.03	RU-4	\$2,400.00
271	40153064	SUN SITES RANCHES #3 LOT 64 BLK 36	5.03	RU-4	\$2,400.00
272	40153089	SUN SITES RANCHES #3 LOT 89 BLK 36	5.03	RU-4	\$2,400.00
274	40444075	VALLEY SPRINGS #6 LOT 155	4.73	RU-4	\$4,000.00
275	40444078	VALLEY SPRINGS #6 LOT 126	4.73	RU-4	\$4,000.00
276	40444079	VALLEY SPRINGS #6 LOT 127	4.61	RU-4	\$4,000.00
277	40444113	VALLEY SPRINGS #6 LOT 136	2.6	RU-4	\$4,000.00
278	40444119	VALLEY SPRINGS #6 LOT 189	4.82	RU-4	\$4,000.00
279	40444128	VALLEY SPRINGS #6 LOT 181	4.8	RU-4	\$4,000.00
299	40568051	VALLEY SPRINGS #6 LOT 35	4.28	RU-4	\$4,000.00
300	40568052	VALLEY SPRINGS #6 LOT 34	4.71	RU-4	\$4,000.00
301	40568055	VALLEY SPRINGS #6 LOT 8	4.69	RU-4	\$4,000.00
302	40568056	VALLEY SPRINGS #6 LOT 9	4.7	RU-4	\$4,000.00
303	40568057	VALLEY SPRINGS #6 LOT 10	4.71	RU-4	\$4,000.00
329	40623417	COCHISE COLLEGE PARK #6 LOT 957	0.22	MH-72	\$400.00
330	40623418	COCHISE COLLEGE PARK #6 LOT 956	0.32	MH-72	\$400.00
382	40629353	COCHISE COLLEGE PARK #10 LOT 3731	0.33	SR-12	\$320.00

Unit ID	Parcel #	Legal Description	Acres	Zoning	Minimum Unit Bid
383	40629460	COCHISE COLLEGE PARK #10 LOT 3825	0.32	SR-12	\$320.00
384	40629461	COCHISE COLLEGE PARK #10 LOT 3824	0.32	SR-12	\$320.00
385	40629501	COCHISE COLLEGE PARK #10 LOT 3804	0.32	SR-12	\$320.00
386	40629502	COCHISE COLLEGE PARK #10 LOT 3805	0.33	SR-12	\$320.00
387	40629503	COCHISE COLLEGE PARK #10 LOT 3806	0.33	SR-12	\$320.00
388	40629504	COCHISE COLLEGE PARK #10 LOT 3807	0.33	SR-12	\$320.00
389	40629505	COCHISE COLLEGE PARK #10 LOT 3808	0.33	SR-12	\$320.00
390	40629506	COCHISE COLLEGE PARK #10 LOT 3809	0.33	SR-12	\$320.00
391	40629507	COCHISE COLLEGE PARK #10 LOT 3810	0.33	SR-12	\$320.00
392	40629508	COCHISE COLLEGE PARK #10 LOT 3811	0.33	SR-12	\$320.00
393	40629509	COCHISE COLLEGE PARK #10 LOT 3812	0.34	SR-12	\$320.00
394	40629516	COCHISE COLLEGE PARK #10 LOT 3981	0.32	SR-12	\$320.00
395	40629610	COCHISE COLLEGE PARK #10 LOT 3924	0.32	SR-12	\$320.00
396	40629611	COCHISE COLLEGE PARK #10 LOT 3925	0.33	SR-12	\$320.00
397	40629612	COCHISE COLLEGE PARK #10 LOT 3926	0.33	SR-12	\$320.00
398	40733001Q	E2S2NESE SEC 36 23 26 AKA REPORT OF SURVEY BK5 PG38 10.17AC	10.17	RU-4	\$4,000.00
432	40779076	LA COSTA EST LOT 76	0.32	SR-8	\$160.00
433	40779090	LA COSTA EST LOT 90	0.33	SR-8	\$160.00
434	40779134	LA COSTA EST LOT 168	0.31	SR-8	\$160.00
437	40779149	LA COSTA EST LOT 183	0.32	SR-8	\$160.00
438	40779260	LA COSTA EST LOT 293	0.31	SR-8	\$160.00
443	40780023	LA COSTA EST LOT 424	0.34	SR-8	\$160.00
444	40780031	LA COSTA EST LOT 432	0.32	SR-8	\$160.00
463	40782188	LA COSTA EST PLAT B LOT 1082	0.32	RU-4	\$160.00
464	40782190	LA COSTA EST PLAT B LOT 1084	0.3	RU-4	\$160.00
473	40908077	DOUGLAS E 74' OF LOTS 1 2 BLK 53	0.08		\$4,000.00
474	40928016	MUSGRAVE LOTS (3 & 4) BLK 26 LESS SALES OF RECORD PCL 409-28-016A	0.33		\$8,000.00

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
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
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
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

Regular Board of Supervisors Meeting

Meeting Date: 12/18/2018

SEACOM Funding Model

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:

Approve the funding model for the Southeastern Arizona Communications Center (SEACOM).

Background:

On November 8, 2018 the SEACOM Board approved a funding model to be used when accepting new entities.

Department's Next Steps (if approved):

n/a

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

Funding Model

South Eastern Arizona COMmunications Funding Model

SEACOM Goal			
Budget:	\$	2,600,000.00	Radio 'per' Cost
Personnel	\$	1,300,000.00	Portable \$ 500.00
O&M	\$	1,300,000.00	Mobile \$ 1,000.00

	Status	Population (2017 estimates)	Position Estimate	Position Factor	Radio assessment	Special Assessments	Reduction of Initial Investment for Principals	Total Assessment
Cochise County Entities								
Cochise County	Principal	53,624			\$ 410,700	\$ 231,000.00	\$ 340,225.00	\$981,925
Sierra Vista*	Principal	38,412			\$ 410,700	\$ 160,500.00	\$ 340,225.00	\$911,425
Douglas	Partner	16,165	2		\$136,900			\$136,900
Bisbee	Partner	5,192	1		\$68,450	\$ 59,500.00		\$127,950
Huachuca City	Partner	1,729	1		\$68,450	\$ 13,500.00		\$81,950
Tombstone	Partner	1,296	1		\$68,450	\$ 15,500.00		\$83,950
Willcox	Partner	3,501	1		\$68,450	\$ 31,000.00		\$99,450
Benson	Partner	4,837	1		\$68,450			\$68,450
Taxing Fire Districts								
Fry Fire District	Subscriber	14,000				\$ 30,000.00		\$ 30,000.00
Sunsites-Pearce Fire District	Subscriber	7,000				\$ 17,500.00		\$ 17,500.00
Whetstone Fire District	Subscriber	3,500				\$ 17,500.00		\$ 17,500.00
Palominas Fire District	Subscriber	2,600				\$ 17,500.00		\$ 17,500.00
Non-Traditional Agencies								
Fort Huachuca Spillman hosting	Subscriber					\$ 18,000.00		\$ 18,000.00
National Park Service	Subscriber					\$ 7,500.00		\$ 7,500.00
Fort Huachuca		4,500						
US Marshalls	Subscriber							\$ -
ADPS	Partner							
TOTALS		124,756			\$ 601,000.00	\$ 698,450.00		\$ 2,600,000.00

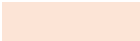
\$1.3 Million per position

19 Positions - Average \$21.79

*population does not include Fort Huachuca's permanent residents

\$68,450

Number of Radios			Total
CCSO	Portables	164	313
	Mobiles	149	
Tombstone MO	Portables	9	20
	Mobiles	11	
US Marshalls	Portables	64	64 NFT
	Mobiles		
AZDPS	Portables	13	13 NFT
	Mobiles		
Sierra Vista	PD Portables	96	222
	PD Mobiles	80	
	FD Portables	27	
	FD Mobiles	19	
Fry Fire	Portables	20	40
	Mobiles	20	
Huachuca City	Portables	9	18
	Mobiles	9	
Bisbee	Portables	47	
	Mobiles	36	
Whetstone FD	Portables	15	
	Mobiles	10	
Sunsites FD	Portables	15	
	Mobiles	10	
Palominas FD	Portables	15	
	Mobiles	10	
US Park Service	Portables	5	
	Mobiles	5	
Douglas	Portables		
	Mobiles		
Willcox	Portables	24	
	Mobiles	19	
Benson	Portables		
	Mobiles		
Fort Huachuca	Portables		
	Mobiles		



Regular Board of Supervisors Meeting

Meeting Date: 12/18/2018
IGA Border Strike Force
Submitted By: Tom Alinen, County Sheriff
Department: County Sheriff

Presentation:
Document Signatures:

Recommendation:
of ORIGINALS 2
Submitted for Signature:

NAME of PRESENTER:
Mandated Function?:

TITLE of PRESENTER:
Source of Mandate or Basis for Support?:

Docket Number (If applicable):

Information

Agenda Item Text:

Approve Intergovernmental Agreement (IGA) 2018-098 between the Arizona Department of Public Safety (ADPS) and the Cochise County Sheriff's Office, to continue to fund five deputy positions for the Border Strike Force Bureau, effective July 1, 2018 through June 30, 2019 with automatic annual renewal options through June 30, 2021.

Background:

This document is the IGA from the Arizona Department of Public Safety (DPS) to help fund the hiring of five (5) deputies. The purpose of hiring these deputies under this agreement shall be to enhance law enforcement services concerning the criminal activities of criminal syndicates', drug and human smuggling organizations, street gangs and transnational threats related to the U.S./Mexico border within Cochise County, through cooperative efforts of DPS and the Cochise County Sheriff's Office (CCSO) Southeast Arizona Border Region Enforcement Unit (SABRE). Utilizing Border Strike Force Bureau (BSFB) funds, DPS agrees to partially fund five (5) fulltime CCSO sworn deputies. DPS and CCSO agree the five (5) CCSO deputies will be assigned to the SABRE/BSFB on a fulltime basis to perform the mission of SABRE/BSFB seventy-five (75%) percent of payroll expenses of the officers related to this assignment. CCSO will pay twenty-five (25%) percent of payroll expenses. The duration of this IGA shall be the fiscal year, July 1st through June 30th, and shall renew annually on July 1st for a period of time not to exceed ten (10) years from July 1st, 2016. Annual renewal shall be contingent upon legislative allocated budget approval for the applicable fiscal year. If funds are not allocated to support this agreement, DPS will provide written notice to CCSO notifying them of termination of funding and cancelation of the IGA.

DPS is authorized and empowered to enter into this IGA pursuant to A.R.S. 41-1713(B)(3). Both parties are authorized and empowered to enter into this IGA. CCSO is authorized and empowered pursuant to 11-952.

Cochise County Attorney Britt Hanson has reviewed and approved this agreement on October 23, 2018. This Agreement is identified as DPS Contract Number 2018-098.

The IGA is an attachment to this agenda package.

Department's Next Steps (if approved):

If this agenda item is approved, the Cochise County Sheriff's Office and the Arizona Department of Public Safety will take the administrative steps necessary to put this program together.

Impact of NOT Approving/Alternatives:

If not approved, the IGA will be returned to the Arizona Department of Public Safety with no further action.

To BOS Staff: Document Disposition/Follow-Up:

One copy to be retained by Cochise County and one copy to be returned to the Arizona Department of Public Safety through Chief Deputy Thad Smith.

Budget Information

Information about available funds

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

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2018/2019

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

Ongoing Costs? (\$\$\$): 142,215.21

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

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

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

The Sheriff's Office completed a reviewed of it's current budget. The Sheriff's Office has confirmed sufficient vacancy savings exists in the sworn budget line to cover the full cost of the County's required contribution of 25% for all five deputy positions. This vacancy savings is derived from DPS GIITEM grant funds currently paying 75% of salary and all ERE for 1 Sergeant and 2 Deputies assigned to CCSO SABRE unit. The GF vacancy savings are the equivalent of 2.25 FTE's. Additional costs to the county include annual operating expense and capital expenses. These costs are further outlined below.

Annual Operating Cost:

- 1 - Sergeant (classified/non-exempt)
- Step 2 Wages – 63,000.00
- ERE – 39,872.70 = 63.29% (FICA, PSRS, WC)
- Health Ins – 6,681.00 (employee/dependant)
- **Total – 109,553.70**

- 1 - Master Deputy (classified/non-exempt)
- Wages – 55,000.00
- ERE – 34,809.50 = 63.29% (FICA, PSRS, WC)
- Health Ins – 6,658.00 (employee only)
- **Total – 96,467.50**

- 1 - Senior Deputy (classified/non-exempt)
- Wages – 49,000.00
- ERE – 31,012.10 = 63.29% (FICA, PSRS, WC)
- Health Ins – 6,786.00 (employee only)
- **Total – 86,798.10**

- 2 - Intermediate Deputy (classified/non-exempt)
- Wages – 46,000.00
- ERE – 29,113.40 = 63.29% (FICA, PSRS, WC)
- Health Ins – 6,786.00 (employee/dependant)
- **Total – 81,899.40**
- **Subtotal – 163,798.80**

Uniform Allowance

- 720.00 – (annual per deputy)
- **Total – 3,600.00** (annual x 5)

- Overtime
- 1,397.44 - FY15/16 GF per person average (sworn classified/non-exempt)
- **Total – 6,987.20** (5 sworn classified/non-exempt)

- Training
 - 1225.40 - FY15/16 GF per person average (sworn)
 - **Total – 6,127.00** (5 sworn classified/non-exempt)

- Body Armor
- 700.00 (per unit every 5 yrs)
- 140.00 (per unit annually)
- **Total – 700.00** (annually x 5 units)

- Vehicle Operation
- Annual- 17,820.00 (replace/maintenance/fuel per mile = \$0.66 @ 27,000 miles annually)
- Jet Pack – 480.00 annual (mobile computer)
- Radio – 130.00 annual (fleet costs replacement)
- **Total – 18,430.00**
- **Subtotal – 92,150.00**

- Ammunition
- Training and Duty - 535.71 (per deputy annually)
- **Total – 2,678.55** (all calibers)

- **Annual Operating Cost Totals:**
- 342,463.58 (75% GIITEM salary/ERE/benefits)
- 114,154.53 (25% COCHISE salary/ERE/benefits)
- 456,618.11 (total salary/ERE's/benefits)
- 112,242.75(vehicle/training/OT/armor/ COCHISE)
- **568,860.85 – (Total)**
- - **426,645.64 – (GIITEM FUNDS)**
- - **142,215.21 – (COCHISE GF VACANCY SAVINGS FUNDS)**
-

Attachments

Border Strike Force IGA

**INTERGOVERNMENTAL AGREEMENT
REGARDING
BORDER STRIKE FORCE BUREAU**

This Intergovernmental Agreement ("IGA") is entered into between the State of Arizona through its Department of Public Safety, hereinafter referred to as "DPS" and the Cochise County Sheriff's Office ("CCSO").

The purpose of the Agreement shall be to enhance law enforcement services concerning the criminal activities of criminal syndicates, drug and human smuggling organizations, street gangs and transnational threats related to the U.S./Mexico border within Cochise County, through the cooperative efforts of DPS and the CCSO - Southeast Arizona Border Region Enforcement Unit, hereinafter referred to as "SABRE".

DPS is authorized and empowered to enter into this IGA pursuant to A.R.S. §41-1713 B.3. Both parties are authorized and empowered to enter into this IGA pursuant to A.R.S. §11-952. CCSO is authorized and empowered pursuant to §11-952.

Now, in consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree to the following terms and conditions:

I. PARTICIPATION

Utilizing Border Strike force Bureau, hereinafter referred to as "BSFB", funds, DPS agrees to partially fund five (5) full-time CCSO sworn officers (deputies). DPS and CCSO agree, the five (5) CCSO officers will be assigned to SABRE/BSFB on a full-time basis to perform the mission of SABRE/BSFB, as directed by CCSO and DPS.

During this period of assignment, CCSO and DPS agree to allow said officers to maintain all benefits, rights, and privileges available to said officers as if he/she were assigned on a full-time basis to CCSO. The assigned officers must abide by all of the applicable rules and regulations of CCSO and are subject to its disciplinary process.

II. REIMBURSEMENT

DPS agrees to reimburse CCSO on a monthly basis (based upon DPS weekly time sheets completed by the officers) for seventy-five (75%) percent of payroll expenses of the officers related to this assignment, including salary, shift pay, benefits (which accrue during the time of the IGA) and employee related expenses to include employer's workers compensation and social security at established rate, vacation and sick leave taken while working SABRE/BSFB.

Overtime compensation will be for SABRE/BSFB related joint operations only. There must be a minimum of 40 hours of SABRE/BSFB related work in order for DPS to reimburse for overtime in any given week. Based on DPS rules, DPS will reimburse CCSO for overtime compensation to its officers based on funding availability.

Monthly vacation or sick leave which accrues, but not used by the officers, will not be reimbursed. CCSO will pay twenty-five (25%) percent of payroll related expenses. All personnel costs, including shift pay, will be based on a standard forty (40) hour work week, with the understanding

the forty (40) hour work week may be altered to address the needs of DPS as it relates to an on-going investigation or special assignment request dictated by the needs of a requesting city, county or entity.

Prior to the officers reporting to BSFB, CCSO agrees to furnish DPS with the following information: officer's annual, bi-weekly and hourly rates of pay and fringe benefits, as well as the overtime rate based upon the assumption outlined above. As part of this agreement, if monies are available, DPS will fund salary raises or modifications to salaries provided CCSO submits such modifications to DPS at least 60 days prior to the effective date of such modification.

CCSO agrees to provide to DPS, by the 15th of each month, a report of the previous month's SABRE.BSFB enforcement operations, investigations and statistics in the format specified by DPS.

All DPS approved travel expenses will be reimbursed directly to the officers by DPS under employee travel guidelines established by the Arizona Department of Administration. The amount reimbursed for the aforementioned expenditures shall be for actual costs incurred during the effective dates of this IGA.

Any other equipment assigned to the officers for use during the assignment shall remain the property of the party that assigned the equipment.

III. IMMIGRATION

All parties agree to comply with A.R.S. §§23-214 and 41-4401.

IV. NON-DISCRIMINATION

All parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 2009-09.

V. INDEMNIFICATION

Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees, hereinafter collectively referred to as "claims") arising out of bodily injury (including death) of any person 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, agents, employees, or volunteers.

VI. DRUG FREE WORKPLACE

Any officers assigned to BSFB will be subject to random and/or for cause, drug and alcohol testing in accordance with his/her agency's guidelines. If the agency does not have a drug free program, the officers will be required to submit to testing pursuant to the DPS Drug Free Workplace program. Each assigned officer shall be subject to the responsibilities of and shall retain all rights as provided for in the DPS Drug Free Workplace Program Manual, DPS Form Number DPS932-02056. DPS shall not charge any fee or cost to the agency for any assigned officers who undergo testing. Officers may be removed from BSFB for failure to comply with the program or for failure to pass a DPS drug screening requirement.

VII. RECORDKEEPING

All records regarding the IGA, including the officer's time accounting logs, must be retained for five (5) years in compliance with A.R.S. §35-214, Entitled Inspection and Audit of Contract Provisions.

VIII. FEES

In no event shall either party charge the other for any administrative fees for any work performed pursuant to the IGA.

IX. JURISDICTION

CCSO agrees to permit their officers to work outside of their regular jurisdictional boundaries.

X. ARBITRATION

In the event of a dispute under this IGA, the parties agree to use arbitration to the extent required under A.R.S. §§12-1518 and §§12-133.

XI. WORKER'S COMPENSATION BENEFITS

Pursuant to A.R.S. §23-1022D., for the purposes of Worker's Compensation coverage, CCSO officers covered by the IGA shall be deemed to be employees of both agencies. CCSO, as the primary employer, shall be solely liable for payment of Worker's Compensation Benefits and the processing of any potential claims occurring during the officer's assignment to BSFB.

XII. LIMITATIONS

This agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

XIII. EFFECTIVE DATE/DURATION

The terms of this agreement shall become effective upon the date the last signature is obtained and shall remain in effect until June 30, 2019. Thereafter, the duration of this IGA shall be the fiscal year, July 1st through June 10th, and shall renew annually on July 1st for a period of time not to exceed 10 years from July 1, 2018.

Annual renewal shall be contingent upon legislative allocated budget approval for the applicable fiscal year. If funds are not allocated to support this agreement, DPS will provide written notice to CCSO notifying them of termination of funding and cancellation of the IGA.

XIV. AVAILABILITY OF FUNDS

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

XV. CANCELLATION

All parties are hereby put on notice that this IGA is subject to cancellation by the Governor for conflicts of interest pursuant to A.R.S. §38-511.

XVI. TERMINATION

Either party may terminate the IGA for convenience or cause upon thirty (30) days written notice to the other party. Upon termination, DPS shall pay all outstanding amounts up through the time upon which the termination becomes effective. All property shall be returned to the owning party upon termination.

Any notice required to be given under the IGA will be provided by mail to:

Major Jason Yeager
Arizona Department of Public Safety
P.O. Box 6638, Mail Drop 1350
Phoenix, Arizona 85005-6638

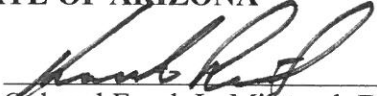
Sheriff Mark Dannels
Cochise County Sheriff's Office
205 North Judd Drive
Bisbee, Arizona 85603

XVII. VALIDITY

This document contains the entire agreement between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this agreement is held to be invalid, the remaining provision shall not be affected.


The parties hereto have caused this IGA to be executed by the proper officers and officials.

STATE OF ARIZONA

BY: 
Colonel Frank L. Milstead, Director
Arizona Department of Public Safety

DATE: 10/4/18

APPROVED AS TO FORM:


Assistant Attorney General

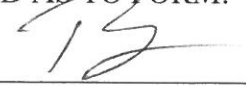
DATE: 9/27/18

COCHISE COUNTY SHERIFF'S OFFICE

BY: 
Mark J. Dannels, Sheriff

DATE: 10/18/18

APPROVED AS TO FORM:


County Attorney

DATE: 10/23/18

COCHISE COUNTY BOARD OF SUPERVISORS

BY: _____
Ms. Peggy Judd, Chair

DATE: _____

ATTEST:

Arlethe G. Rios, Clerk of the Board

DATE: _____

Regular Board of Supervisors Meeting

Meeting Date: 12/18/2018
Certification of Fill the Gap (FTG) 17.18
Submitted By: Dianna Bradshaw, Court Administration
Department: Court Administration
Presentation: No A/V Presentation
Document Signatures: BOS Signature Required
NAME of PRESENTER: Eric Silverberg
Mandated Function?: Federal or State Mandate

Recommendation: Approve
of ORIGINALS Submitted for Signature: 1
TITLE of PRESENTER: Court Administrator
Source of Mandate or Basis for Support?: ARS 41-2421

Docket Number (If applicable):

Information

Agenda Item Text:

Certify that the total court revenues collected in Fiscal Year 2017/2018 exceeded total court revenues collected in Fiscal Year 1997/1998, and authorize distribution of the 5% set-aside revenues, pursuant to ARS 41-2421.

Background:

In 1999, the Arizona Legislature enacted A.R.S. 41-2421, a law enhancing collections in the courts, setting forth the allocation of those revenues to criminal justice entities (popularly referred to as the Fill the Gap initiative FTG). Pursuant to A.R.S. 41-2421, a base year of revenues thresholds was established as Fiscal Year 1997-98. Thereafter 5% of revenues collected by the courts were to be "set-aside" until the determination that a subsequent year's revenues exceeded that of the base year. If so, those set aside dollars are to be disbursed to the below-outlined criminal justice agencies. It is mandated that the Board of Supervisor certify each year's revenues exceeding the base year is required so that these funds may be disbursed per the funding formula. Total court revenues for FY 2017/2018 were \$5,794,580.60. Since the requirement that FY 2017/2018 number be higher than the FY 1997-1998 base revenue threshold of \$2,100,102 has been met, the 5% "set aside" funds may be disbursed.

Department's Next Steps (if approved):

The 5% set-aside number is \$329,593.39. Per the funding formula the funds will be distributed as follows:
57.37 % to the court \$189,087.73
21.61 % to County Attorney \$71,225.13
20.53 % to indigent defense \$67,665.52
0.49 % to the state \$1,615.01

Impact of NOT Approving/Alternatives:

Without the Board's official certification, these funds cannot be properly allocated.

To BOS Staff: Document Disposition/Follow-Up:

Notify Superior Court Administrator, Eric Silverberg when funds are certified.

Budget Information

Information about available funds

Budgeted: **Funds Available:** **Amount Available:** 347,944.00
Unbudgeted: **Funds NOT Available:** **Amendment:**

Account Code(s) for Available Funds

1: 150-0810-9 550.000

Fund Transfers

Fiscal Year: FY18/19

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

Ongoing Costs? (\$\$\$): no

County Match Required? (\$\$\$): no

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): no

Source of Funding?: Fill the Gap

Fiscal Impact & Funding Sources (if known):

\$347,944 has been budgeted in the Fill the Gap Fund (150) to cover the mandated 5% set-aside distribution per the funding formula to the Court, County Attorney, Indigent Defense and the State. The total amount distributed to the above mentioned departments is \$329,593.39.

Attachments

Fill The Gap Memo 17.18



SUPERIOR COURT OF ARIZONA
COCHISE COUNTY
OFFICE OF THE COURT ADMINISTRATOR

MEMORANDUM

To: Edward Gilligan, County Administrator

From: Eric Silverberg, Court Administrator

Date: November 29, 2018

Subject: Revenue Certification

In 1999, the Arizona Legislature enacted A.R.S. §41-2421, a law enhancing collections in the courts, setting forth the allocation of those revenues to criminal justice entities (popularly referred to as the Fill the Gap initiative). Pursuant to A.R.S. §41-2421, a base year of revenue thresholds was established as Fiscal Year 1997-98. Thereafter 5% of revenues collected by the courts were to be "set-aside" until the determination that a subsequent year's revenues exceeded that of the base year. If so, those "set-aside" dollars are to be disbursed to the below-outlined criminal justice agencies. The certification of each year's revenues exceeding the base year must be done by the Board of Supervisors for those funds to be properly allocated.

In this agenda item, the court is requesting certification that total court revenues for FY 2017-2018 exceeded total court revenues for the base fiscal year 1997-98. This certification is necessary to enable the courts, the county attorney and the public defender to receive their respective share of the revenue set-aside funds in compliance with the Fill the Gap initiative.

Total court General Fund revenues for FY 2017 -2018 were \$5,794,580.60 compared to FY 1997-98 total of \$2,100,024, an increase of \$3,694,556.60. The total amount of the 5% set-aside for FY 2018 was \$329,593.39 which, upon the Board's action, will be distributed as follows:

57.37 % to the court	\$ 189,087.73
21.61 % to the county attorney	\$ 71,225.13
20.53 % to indigent defense	\$ 67,665.52
0.49 % to the state	\$ 1,615.01

The court's share of this fund will be utilized to support the Superior Court criminal case processing enhancement Division 5 and other court projects which has been the established utilization of these funds in Cochise County since the creation of A.R.S. §41-2421. For further clarification, you will find attached a copy of the statute itself along with other financial documentation.

Inasmuch the annual certification of court revenues is a statutory requirement for disbursement of the 5% set-aside funds, I respectfully request that the item be placed on the action agenda of the Board's December 18, 2018 meeting.

Cc: Brian McIntyre – County Attorney
Mark Suagee – Public Defender

James L. Conlogue
Presiding Judge



Eric Silverberg
Court Administrator

**SUPERIOR COURT OF ARIZONA
COCHISE COUNTY
OFFICE OF THE COURT ADMINISTRATOR
APPROVAL**

Total court General Fund revenues for FY 2017 – 2018 were \$5,794,580.60 compared to FY 1997-98 total of \$2,100.024 and increase of \$3,694,556.60. The total amount of the 5% set-aside for FY 2018 was \$329,593.39 which, upon the Board's action, will be disbursed as follows:

57.37 % to the court	\$ 189,087.73
21.61 % to the county attorney	\$ 71,225.13
20.53 % to indigent defense	\$ 67,665.52
0.49 % to the state	\$ 1,615.01

The annual certification of the court revenue is required for disbursement of the 5% set-aside funds, by the Board of Supervisors.

APPROVED:

Peggy Judd, Chair Date
Cochise County Board of Supervisors

ATTEST:

Arlethe Rios, Clerk of the Board Date

**Action 14.
Facilities**

Regular Board of Supervisors Meeting

Meeting Date: 12/18/2018

Willcox Airport Land lease change for Gene Moreman

Submitted By: Jay Howe, Facilities

Department: Facilities

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

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

NAME of PRESENTER: Jay Howe **TITLE of PRESENTER:** Facilities Director

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve new lease of property between Cochise County and Wiley E. (Gene) and Lori J. Moreman to build additional T-Hangars at Wilcox Airport, effective January 2, 2019.

Background:

Wiley (Gene) and Lori Moreman previously constructed T-Hangars under a Cochise County land lease at Wilcox Airport. They wish to add another T-Hangar group. The requested additional land is adjacent to their existing hangars that are currently under a land lease. This new land lease will incorporate new and existing leased property (exhibit A), and will replace the current land leases that will be canceled upon the effective date of the new land lease.

Department's Next Steps (if approved):

The BOS needs to execute two (2) original leases. The Facilities Department will deliver one original lease to the Moremans and will keep the second original in the Facilities Department files.

Impact of NOT Approving/Alternatives:

Not approving this new land lease will result in Cochise County falling further behind and unable to keep up with growth and Airport needs.

With the growth potential and increased activity at the Cochise County Airport this improvement will help meet the need for additional private aircraft storage.

To BOS Staff: Document Disposition/Follow-Up:

If approved, please have Chairperson sign both copies and return to Facilities Director Jay Howe.

Attachments

Gene Lease

LEASE OF PROPERTY AT THE WILLCOX AIRPORT - 2018

This LEASE is hereby entered into by, and between, the County of Cochise, a political subdivision and a body politic of the State of Arizona, acting by and through its duly elected Board of Supervisors, hereinafter referred to as the "LESSOR," and Wiley E. ("Gene") and Lorie J. Moreman, 1931 North Haskell, Willcox, AZ 85643, hereinafter referred to as "LESSEE."

The LESSOR, in consideration, of the terms and conditions stated herein, does hereby let and lease unto the LESSEE, and the LESSEE, as tenant, hereby takes and accepts from the LESSOR, the real property hereinafter described, designated as the "LEASED PREMISES."

This LEASE is made for the term and upon the conditions and agreements herein expressed. The LESSOR, the LESSEE, their successors and assigns, do hereby respectively agree to keep and perform each and all of the conditions and agreements herein set forth.

1. LEASED PREMISES

An area consisting of approximately two-thirds (2/3) of an acre located southeast of the existing County-owned T-hangers, adjacent to runway No. 14/32.

This area is more particularly described in Exhibit "A." attached hereto and incorporated by reference herein.

2. TERM

The term of this LEASE shall be for a twenty (20) year period, beginning on January 1, 2019, and upon approval of the parties, unless altered by the exercise of the conditions provided for under the LEASE. LESSEE shall have an option to renew this LEASE, on the same terms and conditions for two (2) additional twenty (20) year periods, by providing written notice of intent to renew to LESSOR at least six (6) months before the expiration of the current twenty (20) year term. The maximum allowable term of the lease is sixty (60) years. During the term of this LEASE, and with the LESSOR's approval, LESSEE may transfer, assign or sublet this LEASE. LESSEE must provide LESSOR with written notice of LESSEE's intent to transfer, assign or sublet this LEASE at least 60 days in advance of the transfer, assignment or sublease agreement. LESSOR may not unreasonably withhold approval of the transfer, assignment or sublease agreement, but reserves the right to withhold approval if LESSOR has legitimate business concerns about performance of the LEASE by LESSEE's designated transferee.

3. LEASE PAYMENTS

The LESSEE agrees to pay the LESSOR as rent or lease payment for said premises the sum of Two Hundred Forty Dollars (\$240.00) per month. These monthly rent payments shall be subject to increases in accordance with the provisions of Section 4. Rental payments shall be due on the 1st of each month, shall be payable to the Treasurer of Cochise County and shall be mailed to the following:

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

Any payments not received on or before the tenth day of each month shall accrue interest at the rate of one percent (1%) per month or fraction of a month on such unpaid as may be due, and a late payment charge of Ten Dollars, (\$10.00) for each delinquent payment will be assessed. An additional Twenty-Five Dollars (\$25.00) will be assessed on all returned checks.

4. RENT ADJUSTMENT

Following the completion of each three-year period of the term of this lease, including any extension thereto pursuant to Section 2 of this Agreement, the rent will be adjusted for the next three-year period, based upon the percentage of change in the Consumer Price Index during the prior three-year period. The Consumer Price Index shall mean the average for "all times" shown on the "United State City Average for all Urban Consumers," as promulgated by the Bureau of Labor Statistics of the United States Department of Labor, using the year 1982-84 as the base period of 100.

The adjusted monthly rental payment during each successive three-year period, following the expiration of the proceeding three-year period, shall be determined by the following calculation.

$$\text{Adjusted Monthly Rent} = \text{Monthly Rent} + \frac{I - B}{B} \times \text{Monthly Rent}$$

Where these terms have the following definitions:

- Index - the current Consumer Price Index for "all items."
- Monthly Rent - Rental payment amount for preceding period.
- Base Month - the first month of the expiring three-year term.
- B - The index for the Base month.
- I - The Index for the calendar month which is three years after the Base month.

Pending the determination of the adjusted monthly rental for each three-year renewal, the LESSEE shall continue to pay the rent at the rate of the prior period. If the adjusted rent is determined to be higher than the previous period, the LESSEE on the first day of the month immediately following that determination will pay the higher adjusted rent. LESSOR shall provide LESSEE with written notice of the adjusted rent.

If at the time required for the determination of the adjusted rent the Index is no longer published or issued, the parties shall use such other index as is then generally recognized and accepted for similar determinations of purchasing power. In any event, the monthly rent for any renewal lease period shall not be less than that of the previous term. Monthly rent increases not to exceed three percent (3%) per three (3) year term.

5. INSPECTION OF PREMISES BY LESSOR

The LESSOR's representatives shall, at any reasonable time, have the right to go upon any of the LEASED PREMISES to inspect said premises to protect the LESSOR's rights. LESSOR shall provide at least forty-eight (48) hours advance notice of an inspection, unless LESSOR, in its sole discretion, determines that an emergency exists, in which case advance notice shall not be required.

6. CONSTRUCTION OF FACILITY

As conditions of this LEASE, the LESSOR hereby permits, and the LESSEE hereby agrees to undertake construction of an additional eight (8) unit T-hanger facility on the LEASED PREMISES to be used for aircraft storage and related purposes. The construction of said hangar facility shall commence within one-hundred eighty (180) days from the effective date of the LEASE. The construction of said hangar facility shall be completed within one-hundred eighty (180) days after the delivery of T-hangers; provided, however, that if construction is delayed due to conditions beyond LESSEE's control, the time for substantial completion of the hangers shall be extended by an amount of time equivalent to the delay. The LESSEE shall be solely responsible for providing all utility connections and related improvements and shall be solely responsible for all expenses associated with any such service. All improvements to the LEASED PREMISES shall be completed in a manner that complies with all applicable building codes and other regulations. The LESSEE shall be solely responsible for all costs and expenses incurred in connection with these improvements and shall promptly pay all such expenses as necessary to prevent any liens on the LEASED PREMISES. Construction of these improvements by the LESSEE is part of the consideration of this LEASE. Said improvements shall not be removed without the consent of LESSOR, which shall not be reasonably withheld. All improvements on the LEASED PREMISES shall become the property of the LESSOR upon the termination of this LEASE.

If it is necessary to file FAA Form 7460 – Notice of Proposed Construction, and if the FAA will accept the Form only from the LESSOR, LESSOR will complete and send in the Form 7460, provided that LESSEE will assist by providing any information that may be needed to complete the Form.

7. TAXES AND ASSESSMENTS

In addition to the rentals set forth herein, the LESSEE shall pay and discharge all taxes, assessments, charges and license fees, including but without limiting the generality of the foregoing, water, gas, waste disposal, electricity, and other utility rates and assessments which may at any time or from time to time during the term of this LEASE, by or according to any law or government order or authority whatsoever, be

taxed, charged, levied, assessed or imposed upon or against, or which shall or may be or become a lien against the LEASED PREMISES or upon any building or improvement located thereon as a result of the use of the LEASED PREMISE by the LESSEE under this LEASE.

The LESSEE shall pay or cause to be paid, all taxes on all of its own personal property including structures, tools, equipment, and all other items owned by them that become subject to such taxes during the term of this LEASE.

8. RULES AND REGULATIONS

All operations of the LESSEE shall be conducted in a lawful manner, and the whole area under control of the LESSEE shall be kept in a clean and sanitary condition. All operations shall be conducted in accordance with existing laws, rules and regulations promulgated by the LESSOR, or its assigns for the operation of the Airport Facility as an operating unit, and no nuisance of any kind shall be permitted to be carried on upon the LEASED PREMISES.

9. CONDITIONS AND OPERATIONS OF THE LEASED PREMISES

a. It is agreed that the LESSEE, during the existence of this LEASE may make alterations and additions and effect erection of signs but shall first receive written approval of the LESSOR for any such alterations, additions, or signs. Such approval shall not be unreasonably withheld.

b. The LESSEE agrees to abide by all laws and orders governing the operation for the Cochise County Airport at Willcox, Arizona.

c. If water is used from LESSOR's well, a charge of One Dollar and Ten Cents (\$1.10) per 1000 gallons will be assessed. The rate charged for water may be changed at the same intervals that the premise rate is adjusted. LESSEE shall pay said charges within thirty (30) days after receipt of the invoice.

d. The LESSEE is authorized to sublet the individual hangar spaces without additional written permission of the LESSOR. The LESSEE shall not assign, lease or convey this LEASE to any third party without the written consent of the LESSOR.

10. RULES AND REGULATIONS REQUIRED UNDER AGREEMENTS AT AIRPORT AFFECTED BY GRANT AGREEMENTS

a. LESSEE, in the operation to be conducted pursuant to the provisions of this LEASE and otherwise in the use of the airport, will not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed, or

national origin in any manner prohibited by Part 15 of the Federal Aviation Regulations or any amendments thereto.

b. The LESSOR reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desire or view of the LESSEE, and without hindrance or interference.

c. The LESSOR reserves the right, but shall not be obligated to the LESSEE, except as expressly stated herein, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the LESSEE in this regard.

d. There is hereby reserved to the LESSOR, its successor and assigns, for use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation of the Cochise County Airport at Willcox, Arizona.

e. In the event future alterations or additions are desired, LESSEE agrees to notify the LESSOR and obtain written approval.

LESSEE by accepting this LEASE agrees for himself, his successors and assigns that he will not make use of the LEASED PREMISES in any manner that will interfere with the landing and taking-off of aircraft from the Cochise County Airport or otherwise create a hazard. In the event the aforesaid covenant is breached, the LESSOR reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expenses of the LESSEE.

11. TAXIWAY AND APRON IMPROVEMENTS

The LEASSEE will be responsible for the cost of any taxiway or apron connections associated with the LEASED PREMISE. The County will maintain the taxiway and apron provided that construction of all taxiways and aprons shall be in conformance with FAA standards to accommodate up to and including Groups I aircraft. If LESSOR leases property adjacent to the LEASED PREMISES to someone other than LESSEE, and such person desires to use the taxiway or apron connections improved by LESSEE, then as a condition of such lease, such person shall reimburse LESSEE for use of the taxiway or apron according to the following formula: based upon LESSEE's actual cost of construction, a calculation shall be made of LESSEE's exterior linear cost per foot.

LESSEE shall be reimbursed for fifty percent (50%) per foot of mutual connection adjusted by a ten (10) year straight line depreciation from the date that construction of the taxiway or apron is completed. Upon completion of construction, LESSEE shall provide LESSOR with documentation of his actual costs of construction.

12. DEFAULT BY LESSEE

In the event of default of the LESSEE in the payment of rent or in the performance of any other of the covenants, herein contained, and if such default continues for a period of thirty (30) days after written notice thereof of the LESSOR to the LESSEE, this LEASE shall, at the option of the LESSOR, be terminated without further notice or demand of any kind whatsoever. In such event, the LESSEE does hereby agree to deliver peaceful possession of the said premises to the LESSOR and does hereby authorize said LESSOR to reenter the said premises and take lawful and peaceful possession thereof, and to pursue any other legal remedy for damages or otherwise growing out of the default by the LESSEE.

13. INDEMNIFICATION

The LESSEE does hereby covenant and agree to indemnify and save the LESSOR harmless of and from all claims for damages or otherwise of any and all kinds whatsoever growing out of the use of leased facilities by the LESSEE, its tenant, assignees, invitees, or guests. The LESSEE further covenants and agrees to maintain an overall single limit insurance policy of One Million Dollars (\$1,000,000.00), which shall provide the equivalent of "Hangars Keepers" liability coverage.

14. UNDERSTANDINGS AND APPLICABLE LAW

a. Time is of the essence of this Agreement, and the terms hereof shall extend to and be binding upon the successor and assigns of the parties hereto.

b. This written LEASE agreement incorporates all of the terms and conditions agreed to by the parties. There are no additional contract provisions, verbal or otherwise, that relate to the subject matter of this lease. No modification of these terms and conditions shall be effective unless it is prepared in a written document and formally approved by both parties.

c. This LEASE shall be governed by the laws of the State of Arizona. All applicable provisions of Arizona law, including the terms of A.R.S. § 38.511 regarding termination for any conflicts of interests, are hereby incorporated by reference.

d. The parties to this LEASE shall each act in its individual capacity and not as an agent, employee, partner or joint venture with the other. Any employee, agent or contactor of one party shall not be deemed to be an employee, agent or contractor of the other for any purpose whatsoever.

IN WITNESS WHEREOF, the LESSOR has caused this instrument to be executed by the Chairman of the Board of Supervisors of Cochise County, Arizona, and attested to by the Clerk of said Board, and the LESSEE has caused this instrument to be executed by its duly authorized agent and represent on the day first herein above written.

LESSEE:

By: _____
Wiley E. ("Gene") Moreman

By: _____
Lorie J. Moreman

LESSOR: COCHISE COUNTY:

By: _____
Peggy Judd, Chairman of the
Board of Supervisors

ATTEST:

Arlethe Rios
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Christine J. Roberts 11/28/2018

Christine J. Roberts
Civil Deputy County Attorney

EXHIBIT A



New 2/3 acre lease area for Gene Moreman 6-2018